Tel. No. 01525156
Fax No. 01524538

Email:

Zomba Central Hospital,
P.O Box 21,
Zomba.
MALAWI

REQUEST FOR QUOTATIONS (FOR GOODS)

PROC NO.: ZCH/RFQ/MED-EQUIP/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 **Medical Equipment for OBGYN DPT**
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 **14 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: _____

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.	Vacuum Extractor machine (vacuum assisted delivery system) **See attached specifications below:**	Each		3		
2.	Gynecological Hydraulic delivery bed (for Evacuation) **See attached specifications below:**	Each		1		
3.	Complete vacuum delivery system (palm pump, disposable, single operator, pressure up to 700mmHg, latex free, DEHP **attached specifications below:**	Each		30		
4.	Delivery forceps • Wrigley's obstetrical forceps	Pairs		2		

	• Simpson (standard fenestrated • Ellist obstetrical forceps **attached specifications below:**	Pairs Pairs		2 2		
5.	Caesarean section instrument set (70 instruments per set) **attached specifications below**:	Each		10		
6.						
Sub Total						
17.5% VAT						
Grand Total						
PPDA Levy						

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

ZOMBA CENTRAL HOSPITAL

Request for Quotation: Medical Equipment

1. TECHNICAL SPECIFICATIONS: VACUUM ASSISTED DELIVERY SYSTEM (AC/DC)

Purpose, scope and quantity

Zomba Central Hospital (ZCH) invites quotations for electric vacuum assisted delivery systems (obstetric vacuum extractors) for its labour ward and maternity theatre.

ZCH has frequent and unpredictable power cuts. Each unit must therefore run on mains power while charging an internal battery, and switch to battery automatically and without interruption if mains power fails, with no loss of vacuum during a delivery.

Each system comprises a pump unit, collection jars, filters, tubing, a mobile trolley, and reusable silicone and stainless steel vacuum cups. These specifications are brand-neutral. Bidders must state the brand, model and country of manufacture of everything offered.

Quantity required: 3 (three) complete systems.

Pump unit specifications

Parameter	Minimum requirement
Intended use	Obstetric vacuum extraction; also usable for general and airway suction
Pump type	Oil-free, maintenance-free piston or diaphragm pump
Maximum vacuum	At least −600 mmHg (−80 kPa) at sea level; up to −700 mmHg preferred
Vacuum control	Continuously adjustable from 0 to maximum with a regulator knob; precise, flutter-free setting
Vacuum hold and release	Holds the set vacuum without drift between contractions (non-return valve or equivalent); quick-release valve to bring vacuum to zero instantly
Vacuum build-up	Reaches −600 mmHg quickly (bidder to state time with jar and tubing connected)
Free air flow	At least 30 L/min; about 35 L/min preferred
Vacuum gauge	Analogue gauge at least 6 cm in diameter, 0 to −760 mmHg, with kPa scale preferred; easily read from the delivery position
Mains power	220–240 V AC, 50 Hz; UK-type three-pin (BS 1363) plug; tolerant of voltage fluctuation
Battery	Internal rechargeable battery (lithium-ion or sealed lead-acid), charged automatically while on mains
Changeover	Automatic, seamless switch from mains to battery with no interruption of vacuum
Battery runtime	At least 60 minutes of continuous operation at −600 mmHg on a full charge; 120 minutes or more preferred. Bidder must state the tested runtime.
Battery indicators	Charge level indicator; visual and audible low-battery alarm; mains/battery status indicator

Parameter	Minimum requirement
Foot switch	Foot switch control preferred, so the operator can start and stop the pump hands-free
Overflow protection	Mechanical float valve in the jar plus overflow/fluid sensor that stops the pump
Noise	60 dB(A) or less
Housing	Robust, impact- and corrosion-resistant housing that tolerates daily wiping with hospital disinfectants; carry handle

Units with a battery runtime below 60 minutes or a maximum vacuum below −600 mmHg will not be accepted.

Collection jars, filters, tubing and trolley

- **Jars:** 2 collection jars of 1.5 to 2 litres each, graduated, autoclavable polycarbonate or glass (bidder to state which), with airtight lids. At least one jar fitted with an overflow safety valve. Changeover between jars without stopping the procedure.
- **Filter:** replaceable hydrophobic/bacterial filter between the jars and the pump to protect the pump from fluid and contamination.
- **Tubing:** autoclavable silicone tubing, about 8 mm internal diameter. One patient tube at least 1.5 m long from jar to cup, plus the connecting tubes, and two complete tubing sets per unit.
- **Trolley:** sturdy mobile trolley with four antistatic castors (at least two lockable), a stainless steel or corrosion-resistant top, and a secure mounting for the pump and jars. A portable pump mounted on a trolley is acceptable.

Vacuum cups and accessories (per system)

All cups must be reusable and autoclavable at 134 °C, and must fit the tubing supplied without adapters that can leak.

Item	Specification	Qty per system
Soft silicone vacuum cup (Ventouse type), 40 mm	Autoclavable medical-grade silicone, with integral stem/connector	1
Soft silicone vacuum cup, 50 mm	As above	1
Soft silicone vacuum cup, 60 mm	As above	1
Rigid stainless steel vacuum cup (Malmström type), 40 mm	With traction chain or cord, handle and connector	1

Item	Specification	Qty per system
Rigid stainless steel vacuum cup, 50 mm	As above	1
Rigid stainless steel vacuum cup, 60 mm	As above	1
Spare hydrophobic/bacterial filters	Matching the unit	5
Spare silicone tubing set	As supplied with the unit	1
Spare jar lid seals/gaskets	Matching the jars	2
Foot switch	If offered (preferred)	1
Operator manual and service manual	In English	1 each

Standards and bidder submission requirements

Standards. The pump must comply with IEC 60601-1 (electrical safety), IEC 60601-1-2 (electromagnetic compatibility) and ISO 10079-1 (electrically powered medical suction equipment), or equivalents. The manufacturer must be certified to ISO 13485. The system must be CE marked under the EU Medical Device Regulation, FDA cleared, or hold an equivalent recognised approval.

Quotations missing any of the following may be treated as non-responsive:

- Brand, model and country of manufacture of the pump, trolley and each cup.
- Clear, sharp, high-resolution colour photographs of the actual items offered, not drawings: the complete system on its trolley, the control panel and gauge, the jars and filter, and each cup.
- The manufacturer's datasheet or factsheet showing maximum vacuum, flow, battery type and tested battery runtime.
- Copies of the ISO 13485 certificate, the CE, FDA or equivalent approval, and the IEC 60601-1 test certificate.
- A completed compliance sheet (below).
- A completed price schedule (Parts A and B, below), with currency and delivery terms (Incoterms) stated.
- Prices for spares and consumables (filters, tubing, jars, battery, each cup size) entered in Part B of the price schedule, held for at least 12 months.
- A realistic delivery period to Zomba. Bidders importing from outside Malawi should allow for shipping and customs clearance.
- Quotation validity of at least 90 days.

Installation, training, warranty and after-sales

- **Delivery and installation:** delivered to ZCH, assembled and tested on site. The supplier must demonstrate that each unit reaches −600 mmHg and switches to battery without loss of vacuum when mains power is disconnected.

- **Training:** hands-on user training for labour ward and theatre staff (operation, cleaning, sterilising cups and tubing, battery care), and basic maintenance training for the hospital's biomedical engineering staff.
- **Warranty:** at least 2 years on the pump unit and at least 1 year on the battery, from the date of commissioning.
- **Service and spares:** a local or regional service agent named in the quotation. Spare parts and batteries available for at least 5 years. During the warranty, response to a breakdown within 72 hours of a call and repair or replacement within 14 days.
- **Documentation:** operator manual, service manual and cleaning/sterilization instructions in English, supplied with each unit.

Price schedule

Bidders must complete this schedule in full. State the currency, and price on the basis of delivery to ZCH, Zomba (state Incoterms if different). Part A is the evaluated price. Part B is priced for information and future orders, is not added to the evaluated price, and its prices must be held for at least 12 months.

Currency: _____ Delivery terms (Incoterms): _____

Part A: Main offer (evaluated)

No.	Item	Description	Qty	Unit	Unit price	Total price
A1	Vacuum assisted delivery system, AC/DC	Pump unit with internal battery, 2 jars, filter, 2 tubing sets, mobile trolley, foot switch (if offered)	3	System		
A2	Silicone vacuum cups	40, 50 and 60 mm (1 of each per system)	3	Set of 3		
A3	Stainless steel vacuum cups	40, 50 and 60 mm with traction chain/handle (1 of each per system)	3	Set of 3		
A4	Initial spares per system	5 bacterial filters, 1 spare tubing set, 2 jar seals	3	Kit		
A5	Spare silicone cups	40, 50 and 60 mm	1	Set of 3		

No.	Item	Description	Qty	Unit	Unit price	Total price
	Total, Part A (carried to evaluation)					

If an item in Part A is included in another line's price, write "Included in A_" rather than leaving it blank.

Part B: Spares and consumables (for information, not evaluated)

No.	Item	Unit	Unit price	Lead time (weeks)
B1	Bacterial/hydrophobic filter	Each		
B2	Silicone tubing set	Set		
B3	Collection jar with lid, 1.5–2 L	Each		
B4	Jar lid seal/gasket	Each		
B5	Replacement internal battery	Each		
B6	Silicone vacuum cup, 40 / 50 / 60 mm	Each (state per size)		
B7	Stainless steel vacuum cup, 40 / 50 / 60 mm	Each (state per size)		
B8	Foot switch	Each		
B9	Extended warranty, per additional year (optional)	Per system per year		
B10	Annual preventive maintenance visit after the warranty (optional)	Per visit		

Name of bidder: _____ Signature and stamp: _____ Date: _____

Compliance sheet

Bidders must complete this sheet. A bare "Yes" without details of the offer will not be accepted. In the Reference column, give the datasheet or certificate page that proves each point.

Brand / model: _____ Country of manufacture: _____

No.	ZCH requirement	Bidder's offer (details)	Complies (Yes/No)	Reference
1	Oil-free piston or diaphragm pump			
2	Maximum vacuum at least −600 mmHg (state value)			
3	Continuously adjustable vacuum regulator			
4	Vacuum hold (non-return valve) and quick-release valve			
5	Free air flow at least 30 L/min (state value)			
6	Analogue gauge at least 6 cm, 0 to −760 mmHg			
7	220–240 V, 50 Hz, BS 1363 plug			
8	Internal rechargeable battery, charged on mains (state type and capacity)			
9	Automatic seamless mains-to-battery changeover without loss of vacuum			
10	Battery runtime at least 60 min at −600 mmHg (state tested runtime)			
11	Battery level indicator and low-battery alarm (visual and audible)			
12	Overflow protection: float valve and sensor			
13	Foot switch (preferred)			
14	Noise 60 dB(A) or less (state value)			
15	Two jars of 1.5–2 L, autoclavable, with overflow valve			
16	Replaceable hydrophobic/bacterial filter			
17	Autoclavable silicone tubing, two sets per unit			

No.	ZCH requirement	Bidder's offer (details)	Complies (Yes/No)	Reference
18	Mobile trolley, four antistatic castors, at least two lockable			
19	Silicone cups 40, 50 and 60 mm, autoclavable			
20	Stainless steel cups 40, 50 and 60 mm with traction chain/handle			
21	Spares supplied: 5 filters, 1 tubing set, 2 seals			
22	IEC 60601-1, IEC 60601-1-2 and ISO 10079-1 compliance (certificates attached)			
23	Manufacturer ISO 13485 certified; CE, FDA or equivalent approval (copies attached)			
24	Clear, high-resolution photographs and datasheet supplied			
25	Installation, on-site testing and user/technician training			
26	Warranty at least 2 years (pump) and 1 year (battery)			
27	Named local or regional service agent; spares for at least 5 years			
28	Delivery period to ZCH (state weeks)			
29	Quotation valid for at least 90 days			

Bidder name: _____ Signature and stamp: _____ Date: _____

2. TECHNICAL SPECIFICATIONS: DISPOSABLE MANUAL VACUUM EXTRACTOR (OBSTETRIC), COMPLETE SYSTEM WITH INTEGRAL HAND PUMP

Item	Detail
Equipment	Sterile single-use manual vacuum extractor (cup, flexible stem, handle and integral hand pump) for assisted vaginal delivery, 30 units
Procuring entity	Zomba Central Hospital, Zomba, Malawi

1. Intended Use and Conditions

Zomba Central Hospital (ZCH) invites quotations for 30 sterile, single-use manual vacuum extractors, each a complete system with an integral hand pump, for assisted vaginal delivery in the [labour ward and maternity theatre]. Suppliers may offer any make or model that meets or exceeds the specifications below.

The device must work with no electricity, batteries, wall suction or separate pump. Mains power at ZCH is unstable, and a vacuum extractor must be ready to use at any hour, so the pump must be part of the device and be operated by hand by one clinician. Each unit is used once and discarded, so sterility, date marking and the condition of the sterile pack on arrival are critical.

Shelf life that survives heat, humidity and long transport to Zomba, dependable supply of repeat orders, and reliable support will weigh as heavily as price. Equipment is described by its technical performance. Quotations must state the brand, model and country of origin of the item offered, and must be supported by pictures and a factsheet (Section 5).

2. Technical Specifications

Items marked M are mandatory; failing any one disqualifies the offer. Items marked P are preferred and earn additional technical points. Suppliers complete the compliance table in Annex A for every item.

2.1 General

Ref	Requirement	Specification	M/P
2.1.1	Type	Sterile, single-use, hand-operated vacuum extractor for assisted vaginal delivery. The cup, stem, handle and pump form one integral unit.	M

Ref	Requirement	Specification	M/P
2.1.2	Operation	Operated by one clinician without an assistant. Needs no electricity, batteries, wall or theatre suction, external vacuum pump or separate tubing to a pump.	M
2.1.3	Fetal head positions	One universal cup suitable for occiput anterior, occiput transverse and occiput posterior positions, so that no separate cups are needed.	M
2.1.4	Caesarean section	Supplier to state whether the same device, or a companion cup, is suitable for use at caesarean section.	P
2.1.5	Language	English instructions for use and labelling.	M
2.1.6	Condition	New, current-production, unused units in intact sterile packs; no reprocessed, refurbished or expired units.	M
2.1.7	Single use	Labelled single use and do not resterilise; not intended for cleaning, disinfection or reuse.	M

2.2 Cup, Stem and Handle

Ref	Requirement	Specification	M/P
2.2.1	Cup type	Rigid, low-profile, flattened mushroom-shaped (Malmstrom-type) cup with a circular ridge around the rim.	M
2.2.2	Cup size	Cup diameter about 50 mm (45 to 55 mm) and cup height not more than 22 mm. Supplier to state both.	M
2.2.3	Cup finish	Smooth cup edge and inner surface, free of sharp edges, moulding flash and rough spots that could damage the scalp.	M

Ref	Requirement	Specification	M/P
2.2.4	Flexible stem	Flexible stem of about 15 cm (14 to 16 cm) that lets the cup be placed over the flexion point whatever the head position, without kinking or collapsing under vacuum.	M
2.2.5	Handle	Ergonomic handle that allows insertion of the cup and traction along the pelvic axis, with a secure, non-slip grip when gloved and wet.	M
2.2.6	Cup connection	Cup, stem and handle joined so that they do not separate under traction. Supplier to state the maximum traction force tested.	M
2.2.7	Traction force indicator	Optional visual indicator showing the force applied during traction. Priced as an option (line B in Section 6).	P
2.2.8	Fluid protection	Filter or barrier in the vacuum path so that fluid cannot enter the pump.	P

2.3 Pump and Vacuum Control

Ref	Requirement	Specification	M/P
2.3.1	Pump	Palm-held hand pump built into the handle, producing vacuum with one hand.	M
2.3.2	Vacuum release	Thumb- or finger-operated release valve that frees the vacuum quickly and in a controlled way.	M
2.3.3	Release guard	Release valve positioned or shaped so that it is not pressed by accident during traction.	P

Ref	Requirement	Specification	M/P
2.3.4	Vacuum indicator	Indicator built into the handle and visible during use, with colour-coded zones showing the working vacuum range. Scale in mmHg (kPa or bar may also be shown).	M
2.3.5	Working vacuum	Reaches a working vacuum of at least 600 mmHg. Supplier to state the maximum vacuum the device can produce and the working range given in the instructions for use.	M
2.3.6	Vacuum holding	Holds the set vacuum without noticeable loss while the pump is not being operated. Supplier to state the leak-down specification and test method.	M

2.4 Materials, Sterility and Packaging

Ref	Requirement	Specification	M/P
2.4.1	Materials	Latex-free and DEHP-free. Supplier to list the materials of the cup, stem, handle and pump.	M
2.4.2	Biocompatibility	Parts in contact with the patient meet ISO 10993-1 for short-term contact with intact skin; supporting statement supplied.	M
2.4.3	Sterility	Supplied sterile by a validated method (irradiation or equivalent) with a sterility assurance level of 10^{-6}. Supplier to state the method.	M
2.4.4	Sterile barrier	Each unit individually packed in an intact, peelable sterile barrier that stays sealed in hot, humid conditions and during transport (ISO 11607-1).	M

Ref	Requirement	Specification	M/P
2.4.5	Labelling	Each unit and each box labelled with product name, catalogue number, lot number, manufacture date, expiry date, manufacturer, and sterile and single-use symbols (ISO 15223-1).	M

2.5 Standards and Regulatory Approval

Ref	Requirement	Specification	M/P
2.5.1	Quality system	Manufacturer certified to ISO 13485.	M
2.5.2	Regulatory approval	CE marking (MDR) or US FDA clearance, or approval by another stringent regulatory authority.	M

3. Packaging, Shelf Life and Supply Commitment

Single-use items are a continuing cost, and a vacuum extractor must be on the shelf when it is needed, so ZCH requires proof of shelf life, regular supply and stable prices, backed by the manufacturer.

3.1 Packaging and Shelf Life

Ref	Requirement	Specification	M/P
3.1.1	Pack size	Units per box: [5 or 10]. Supplier to state units per box and boxes per carton.	M
3.1.2	Shelf life	Total shelf life of at least 36 months from manufacture, with at least 80% remaining on delivery to ZCH.	M
3.1.3	Storage and transport	Supplier to state storage temperature and humidity limits. Outer cartons protect the units from crushing, heat and moisture during sea or road transport.	M

Ref	Requirement	Specification	M/P
3.1.4	Instructions for use	One copy of the manufacturer's instructions for use in English in every box.	M
3.1.5	Batch documents	Certificate of conformity and sterilisation release certificate for each batch delivered.	M
3.1.6	Quick guide	Illustrated step-by-step technique guide or poster in English for the labour ward.	P

3.2 Supply Commitment

Ref	Requirement	Specification	M/P
3.2.1	Local stock	Supplier keeps in Malawi at least [3] months of ZCH's expected use; supplier to state where the stock is held.	P
3.2.2	Delivery time	Repeat orders delivered to ZCH within [6] weeks of order; supplier to state the emergency delivery time.	M

4. Training, Warranty and Support

Ref	Requirement	Specification	M/P
4.1	Training materials	Instructions and a technique guide, with video or e-learning where available, covering cup placement, vacuum application and traction.	M
4.2	Clinical training	Hands-on or remote training for midwives, clinical officers and doctors on safe vacuum delivery; at least [20] staff trained.	P

Ref	Requirement	Specification	M/P
4.3	Evaluation samples	If requested, [2] free sample units for clinical evaluation before award.	P
4.4	Defective units	Units that are defective, non-sterile or fail to hold vacuum are replaced free of charge, including freight.	M
4.5	Delivery inspection	ZCH may inspect each delivery for pack condition, labelling and expiry; non-conforming units are rejected and replaced at the supplier's cost.	M
4.6	Authorised supplier	Supplier is the manufacturer's authorised distributor for Malawi, able to process replacement claims.	M

5. Documents Required with the Quotation

Quotations missing any of these documents will not be evaluated.

1. Completed compliance table (Annex A) covering Sections 2, 3 and 4, with factsheet or instructions-for-use page references.
2. *Clear colour photographs of the exact item offered (whole device, handle and pump, cup and stem, vacuum indicator) and of the sterile pack, box and label.*
3. Manufacturer's factsheet (technical datasheet) and instructions for use for the device offered, stating brand, model, catalogue number and country of origin, with published figures for cup size, stem length and working vacuum.
4. Sterilisation statement or certificate, biocompatibility statement, and a sample batch certificate of conformity.
5. At least one reference hospital in Malawi or the region using the same model, with contact details.

6. Price Schedule and Delivery Terms

Suppliers must price every line below separately.

Line	Item	Quantity	Unit price	Total
A	Manual vacuum extractor, complete as in Section 2 (without traction force indicator), per unit	30		
B	***Optional:*** manual vacuum extractor with traction force indicator (item 2.2.7), per unit	Per unit		
D	Clinical training (item 4.2) ***(indicate if already included)***	Lot		

Terms that apply to all quotations:

- **Currency:** MWK, stating whether prices include VAT and import duties.
- **Delivery:** State lead time in weeks from order (target: [8] weeks or less). The time stated must be realistic for imported stock.
- **Validity:** at least [90] days from the closing date.
- **Payment terms:** as per Malawi government procurement rules.
- **Acceptance:** final acceptance follows delivery inspection, a check of the batch certificates and expiry dates, and a check that sample units hold vacuum.

ZCH may ask shortlisted suppliers for sample units for clinicians to test before the award. The lowest purchase price alone will not decide the award.

Annex A: Supplier Compliance Table

To be completed by the supplier. Every row must be answered. In the “Comply / Deviation” column enter “Comply” or “Deviation”, state the actual value or feature of the item offered, and give the page in the factsheet or instructions for use that proves it. A deviation must be described in full. An unexplained “Comply” that the documents do not support will be treated as non-compliance. M = mandatory, P = preferred.

Supplier details	Entry
Supplier name and address	
Brand, model and catalogue number offered	
Manufacturer and country of origin	
Authorised distributor for Malawi (attach manufacturer letter)	
Quotation reference and validity	

Ref	Requirement	Required by ZCH	M/P	Specification offered by supplier	Comply / Deviation	Factsheet or manual page	Remarks
2.1 GENERAL							
2.1.1	Type	Sterile, single-use, hand-operated vacuum extractor for assisted vaginal delivery. The cup, stem, handle and pump form one integral unit.	M				

Procurement Number: ZCH/RFQ/MED-EQUIP/11/26 **Date: 3rd November,2026**

Ref	Requirement	Required by ZCH	M/P	Specification offered by supplier	Comply / Deviation	Factsheet or manual page	Remarks
2.1.2	Operation	Operated by one clinician without an assistant. Needs no electricity, batteries, wall or theatre suction, external vacuum pump or separate tubing to a pump.	M				
2.1.3	Fetal head positions	One universal cup suitable for occiput anterior, occiput transverse and occiput posterior positions, so that no separate cups are needed.	M				
2.1.4	Caesarean section	Supplier to state whether the same device, or a companion cup, is suitable for use at caesarean section.	P				
2.1.5	Language	English instructions for use and labelling.	M				
2.1.6	Condition	New, current-production, unused units in intact sterile packs; no reprocessed, refurbished or expired units.	M				
2.1.7	Single use	Labelled single use and do not resterilise; not intended for cleaning, disinfection or reuse.	M				

Procurement Number: ZCH/RFQ/MED-EQUIP/11/26 **Date: 3rd November,2026**

Ref	Requirement	Required by ZCH	M/P	Specification offered by supplier	Comply / Deviation	Factsheet or manual page	Remarks
2.2 CUP, STEM AND HANDLE							
2.2.1	Cup type	Rigid, low-profile, flattened mushroom-shaped (Malmstrom-type) cup with a circular ridge around the rim.	M				
2.2.2	Cup size	Cup diameter about 50 mm (45 to 55 mm) and cup height not more than 22 mm. Supplier to state both.	M				
2.2.3	Cup finish	Smooth cup edge and inner surface, free of sharp edges, moulding flash and rough spots that could damage the scalp.	M				
2.2.4	Flexible stem	Flexible stem of about 15 cm (14 to 16 cm) that lets the cup be placed over the flexion point whatever the head position, without kinking or collapsing under vacuum.	M				
2.2.5	Handle	Ergonomic handle that allows insertion of the cup and traction along the pelvic axis, with a secure, non-slip grip when gloved and wet.	M				

Procurement Number: ZCH/RFQ/MED-EQUIP/11/26 **Date: 3rd November,2026**

Ref	Requirement	Required by ZCH	M/P	Specification offered by supplier	Comply / Deviation	Factsheet or manual page	Remarks
2.2.6	Cup connection	Cup, stem and handle joined so that they do not separate under traction. Supplier to state the maximum traction force tested.	M				
2.2.7	Traction force indicator	Optional visual indicator showing the force applied during traction. Priced as an option (line B in Section 6).	P				
2.2.8	Fluid protection	Filter or barrier in the vacuum path so that fluid cannot enter the pump.	P				
2.3 PUMP AND VACUUM CONTROL							
2.3.1	Pump	Palm-held hand pump built into the handle, producing vacuum with one hand.	M				
2.3.2	Vacuum release	Thumb- or finger-operated release valve that frees the vacuum quickly and in a controlled way.	M				
2.3.3	Release guard	Release valve positioned or shaped so that it is not pressed by accident during traction.	P				

Procurement Number: ZCH/RFQ/MED-EQUIP/11/26 **Date: 3rd November,2026**

Ref	Requirement	Required by ZCH	M/P	Specification offered by supplier	Comply / Deviation	Factsheet or manual page	Remarks
2.3.4	Vacuum indicator	Indicator built into the handle and visible during use, with colour-coded zones showing the working vacuum range. Scale in mmHg (kPa or bar may also be shown).	M				
2.3.5	Working vacuum	Reaches a working vacuum of at least 600 mmHg. Supplier to state the maximum vacuum the device can produce and the working range given in the instructions for use.	M				
2.3.6	Vacuum holding	Holds the set vacuum without noticeable loss while the pump is not being operated. Supplier to state the leak-down specification and test method.	M				
2.4 MATERIALS, STERILITY AND PACKAGING							
2.4.1	Materials	Latex-free and DEHP-free. Supplier to list the materials of the cup, stem, handle and pump.	M				

Procurement Number: ZCH/RFQ/MED-EQUIP/11/26 **Date: 3rd November,2026**

Ref	Requirement	Required by ZCH	M/P	Specification offered by supplier	Comply / Deviation	Factsheet or manual page	Remarks
2.4.2	Biocompatibility	Parts in contact with the patient meet ISO 10993-1 for short-term contact with intact skin; supporting statement supplied.	M				
2.4.3	Sterility	Supplied sterile by a validated method (irradiation or equivalent) with a sterility assurance level of 10^{-6}. Supplier to state the method.	M				
2.4.4	Sterile barrier	Each unit individually packed in an intact, peelable sterile barrier that stays sealed in hot, humid conditions and during transport (ISO 11607-1).	M				
2.4.5	Labelling	Each unit and each box labelled with product name, catalogue number, lot number, manufacture date, expiry date, manufacturer, and sterile and single-use symbols (ISO 15223-1).	M				
2.5 STANDARDS AND REGULATORY APPROVAL							
2.5.1	Quality system	Manufacturer certified to ISO 13485.	M				
2.5.2	Regulatory approval	CE marking (MDR) or US FDA clearance, or approval by another stringent regulatory authority.	M				

Procurement Number: ZCH/RFQ/MED-EQUIP/11/26 **Date: 3rd November,2026**

Ref	Requirement	Required by ZCH	M/P	Specification offered by supplier	Comply / Deviation	Factsheet or manual page	Remarks
2.5.3	Risk management	Risk management to ISO 14971.	P				
2.5.4	Malawi registration	Registered with, or cleared for import by, the Pharmacy and Medicines Regulatory Authority (PMRA) where required.	M				
3.1 PACKAGING AND SHELF LIFE							
3.1.1	Pack size	Units per box: [5 or 10]. Supplier to state units per box and boxes per carton.	M				
3.1.2	Shelf life	Total shelf life of at least 36 months from manufacture, with at least 80% remaining on delivery to ZCH.	M				
3.1.3	Storage and transport	Supplier to state storage temperature and humidity limits. Outer cartons protect the units from crushing, heat and moisture during sea or road transport.	M				
3.1.4	Instructions for use	One copy of the manufacturer's instructions for use in English in every box.	M				

Procurement Number: ZCH/RFQ/MED-EQUIP/11/26 **Date: 3rd November,2026**

Ref	Requirement	Required by ZCH	M/P	Specification offered by supplier	Comply / Deviation	Factsheet or manual page	Remarks
3.1.5	Batch documents	Certificate of conformity and sterilisation release certificate for each batch delivered.	M				
3.1.6	Quick guide	Illustrated step-by-step technique guide or poster in English for the labour ward.	P				
3.2 SUPPLY COMMITMENT							
3.2.1	Supply undertaking	Signed undertaking by the supplier to supply further units to ZCH for at least [3] years from delivery.	M				
3.2.2	Manufacturer backing	Manufacturer's letter confirming that the supplier is authorised to sell the item in Malawi and that it will stay in production for at least [3] years.	M				
3.2.3	Local stock	Supplier keeps in Malawi at least [3] months of ZCH's expected use; supplier to state where the stock is held.	P				
3.2.4	Delivery time	Repeat orders delivered to ZCH within [6] weeks of order; supplier to state the emergency delivery time.	M				

Procurement Number: ZCH/RFQ/MED-EQUIP/11/26 **Date: 3rd November,2026**

Ref	Requirement	Required by ZCH	M/P	Specification offered by supplier	Comply / Deviation	Factsheet or manual page	Remarks
3.2.5	Fixed prices	Fixed unit price for at least [12] months; later yearly increases limited to [X]% or tied to a published index.	M				
3.2.6	Changes	No change of model, materials, manufacturer or sterilisation site without prior written notice to ZCH, and no substitution without ZCH's approval.	M				
4. TRAINING, WARRANTY AND SUPPORT							
4.1	Delivery	Delivery to the ZCH [pharmacy / medical store] with a delivery note listing batch (lot) numbers and expiry dates.	M				
4.2	Training materials	Instructions and a technique guide, with video or e-learning where available, covering cup placement, vacuum application and traction.	M				
4.3	Clinical training	Hands-on or remote training for midwives, clinical officers and doctors on safe vacuum delivery; at least [20] staff trained.	P				

Procurement Number: ZCH/RFQ/MED-EQUIP/11/26 **Date: 3rd November,2026**

Ref	Requirement	Required by ZCH	M/P	Specification offered by supplier	Comply / Deviation	Factsheet or manual page	Remarks
4.4	Evaluation samples	If requested, [2] free sample units for clinical evaluation before award.	P				
4.5	Defective units	Units that are defective, non-sterile or fail to hold vacuum are replaced free of charge, including freight.	M				
4.6	Safety notices	Supplier informs ZCH promptly of any safety notice, complaint trend or recall, and replaces affected batches.	M				
4.7	Delivery inspection	ZCH may inspect each delivery for pack condition, labelling and expiry; non-conforming units are rejected and replaced at the supplier's cost.	M				
4.8	Authorised supplier	Supplier is the manufacturer's authorised distributor for Malawi, able to process replacement claims.	M				

Zomba Central Hospital

Procurement Number: ZCH/RFQ/MED-EQUIP/11/26 **Date: 3rd November,2026**

Declaration

We confirm that the information given above is accurate and that the items offered will be supplied as described.

	Name and title	Signature, date and company stamp
Authorised representative		

3. TECHNICAL SPECIFICATIONS: HYDRAULIC GYNAECOLOGICAL DELIVERY BED

Purpose, scope and quantity

Zomba Central Hospital (ZCH) invites quotations for a hydraulic obstetric and gynaecological delivery bed. It will be used for labour, delivery, recovery, uterine evacuations and gynaecological examinations.

Because power at ZCH is unreliable, the bed must be **fully non-electric**: height by foot-pumped hydraulics, and all other positions by mechanical gears, gas springs or ratchets. ***There must be no motors, control boxes or batteries that can fail.***

The bed must come with a 10-year preventive hydraulic maintenance kit, so the hospital's own technicians can keep it working without waiting for imported parts. **Bidders must state the brand, model and country of manufacture** for our own verification.

Quantity required: 1 (one) bed with all standard accessories and the 10-year maintenance kit.

Technical specifications

Parameter	Minimum requirement
Type	Multi-purpose obstetric/gynaecological delivery and examination table
Operation	Fully manual and non-electric; no motor, control box or battery

Procurement Number: ZCH/RFQ/MED-EQUIP/11/26 **Date: 3rd November,2026**

Parameter	Minimum requirement
Height adjustment	Hydraulic, by foot pump; smooth lowering by foot-operated release; operable from both sides preferred
Height range	About 620 to 860 mm (±30 mm)
Overall length / width	About 2,000 mm / 600 mm (±50 mm)
Trendelenburg / reverse Trendelenburg	At least 20° / 20°, mechanically or hydraulically adjusted and lockable
Back section	At least 65° up and 10° down; gas spring or mechanical ratchet; lockable at any angle
Leg section	Removable or retractable leg section to convert to lithotomy position for delivery and examinations
Safe working load	At least 200 kg
Column, base cover and basin	Surgical stainless steel AISI 304 (or better), for easy cleaning and disinfection
Frame	Stainless steel, or steel with durable epoxy powder coating; corrosion resistant **OR** equivalent corrosion free finish.
Hydraulic system	Sealed lifting cylinder and valve block; no oil leakage; replaceable seals; external dust wipers protecting the pump from wash water; designed for cleaning with chlorine solutions
Basin / drainage	Removable stainless steel waste/fluid basin below the perineal section
Mattress	Removable, sectional, high-density foam; black cover of **bi-elastic, water-resistant, tear-**

Procurement Number: ZCH/RFQ/MED-EQUIP/11/26 **Date: 3rd November,2026**

Parameter	Minimum requirement
	resistant, antimicrobial, flame-retardant synthetic leather
Stability	Fixed base with levelling feet, or lockable castors; bed must not move or tilt during delivery

Bidders may offer dimensions slightly outside these ranges, provided they declare the difference.

Standard accessories (supplied with the bed)

Item	Specification	Qty
Lithotomy leg supports (knee crutches)	Padded, with clamp adjustment for height and angle	1 pair
Foot stirrups	Adjustable, with secure clamps	1 pair
Hand grips / grab handles	For the mother to hold during pushing	1 pair
Arm supports	Padded, adjustable, with clamps	1 pair
IV pole	Stainless steel, height adjustable, mounts on the bed	1
Stainless steel basin	Removable, below the perineal section	1
Mattress set	As specified, all sections	1 set
Accessory clamps	For side rails, to fit all supplied accessories	1 set

10-year preventive hydraulic maintenance kit

The bed must be supplied with a complete maintenance kit, so ZCH technicians can keep the hydraulics working for at least 10 years without waiting for imported parts. All parts must be original or manufacturer-approved and sized exactly for the model offered. **The quantities must cover the manufacturer's recommended resealing and servicing intervals over 10 years.**

Procurement Number: ZCH/RFQ/MED-EQUIP/11/26 **Date: 3rd November,2026**

Item	Specification	Qty
O-ring and gasket sets	Complete sets of nitrile-rubber (NBR) internal sealing rings and piston gaskets sized for the main lifting cylinder and the valve block	Enough for 10 years at the manufacturer's resealing interval **(bidder to state the number of sets and interval; at least 3 complete sets**)
Replacement dust wipers	External rubber sleeves/boots at the base of the foot pedals and pump rods that keep chlorine wash water out of the pump	At least 4 **(bidder to state if more are needed)**
Foot pedal return springs	High-tension steel springs that return the hydraulic foot pedal(s) after each stroke	At least 4
Hydraulic oil	Exact grade to be stated (ISO VG viscosity, usually ISO VG 32 or 46), with the volume needed for a full refill	Optional: 1 bottle, priced separately
Parts list and exploded diagram	Hydraulic cylinder, pump and valve block, with part numbers	1
Maintenance instructions	In English: resealing, bleeding air, oil top-up/refill and the recommended service schedule	1

Hydraulic oil. ***Bidders must state the exact ISO VG viscosity grade***, the specification of the hydraulic oil and the refill volume. Shipping liquids by air freight may meet customs restrictions. ***Supply of the oil is therefore optional and must be priced separately***, and ZCH may buy the stated grade locally in Blantyre or Lilongwe.

Zomba Central Hospital

Procurement Number: ZCH/RFQ/MED-EQUIP/11/26 **Date: 3rd November,2026**

Standards and bidder submission requirements

Standards. Manufacturer certified to ***ISO 13485 (ISO 9001 also acceptable as supporting evidence).*** The bed must be CE marked, FDA registered, or hold an equivalent recognised approval as a medical device.

Quotations missing any of the following may be treated as non-responsive:

- Brand, model and country of manufacture of the bed.
- Clear, sharp, high-resolution colour photographs of the actual model offered, not drawings: the whole bed, the bed in lithotomy position with leg supports, the hydraulic foot pump and pedals, the base and column, and each accessory.
- The manufacturer's datasheet or factsheet showing dimensions, height range, angles, load capacity and materials.
- A photograph or list of the contents of the 10-year maintenance kit, with part numbers.
- The stated ISO VG grade and refill volume of the hydraulic oil.
- Copies of the ISO 13485 certificate and the CE, FDA or equivalent approval.
- A completed compliance sheet (below).
- Price of the bed with accessories, price of the 10-year maintenance kit, and the optional hydraulic oil priced separately. State currency and delivery terms (Incoterms).
- Prices for individual spare parts: seal set, dust wiper, pedal spring and mattress section.
- A realistic delivery period to Zomba. Bidders importing from outside Malawi should allow for shipping and customs clearance.
- Quotation validity of at least 90 days.

Delivery, installation, training, warranty and after-sales

- **Delivery and installation:** delivered to ZCH, assembled, levelled and tested on site. The supplier must demonstrate full height travel, Trendelenburg and back positions, leg section removal and all accessories.
- **Training:** user training for labour ward staff (operation, positioning, cleaning). Hands-on training for ZCH biomedical/maintenance technicians in hydraulic resealing, bleeding air, oil top-up and spring/wiper replacement, using the supplied kit.
- **Warranty:** at least 2 years on the bed, including the hydraulic system, from the date of commissioning. Oil leakage or loss of height-holding during the warranty must be repaired at no cost.
- **Service and spares:** a named local or regional service agent. Spare parts available for at least 10 years.
- **Documentation:** user manual, service manual and parts list in English.

Zomba Central Hospital

Procurement Number: ZCH/RFQ/MED-EQUIP/11/26 **Date: 3rd November,2026**

Price schedule

Bidders must complete this schedule in full. State the currency, and price on the basis of delivery to ZCH, Zomba (state Incoterms if different). Part A is the evaluated price. Part B is priced for information and future orders, is not added to the evaluated price, and its prices must be held for at least 12 months.

Currency: _____ Delivery terms (Incoterms): _____

Part A: Main offer (evaluated)

No.	Item	Description	Qty	Unit	Unit price	Total price
A1	Hydraulic gynaecological delivery bed	Fully non-electric, as specified, with mattress set	1	Each		
A2	Standard accessories	Leg supports, stirrups, hand grips, arm supports, IV pole, basin, clamps	1	Set		
A3	10-year preventive hydraulic maintenance kit	NBR O-ring and gasket sets (state number), at least 4 dust wipers, at least 4 pedal return springs, parts list and maintenance instructions	1	Kit		
A4	Delivery to ZCH, Zomba	Freight, insurance, customs clearance	1	Lot		
A5	Installation, testing and commissioning	On site	1	Lot		
A6	Training	Labour ward users and maintenance technicians (hydraulic servicing)	1	Lot		

Zomba Central Hospital

Procurement Number: ZCH/RFQ/MED-EQUIP/11/26 **Date: 3rd November,2026**

No.	Item	Description	Qty	Unit	Unit price	Total price
	Total, Part A (carried to evaluation)					

If an item in Part A is included in another line's price, write "Included in A_" rather than leaving it blank.

Part B: Optional items and spares (for information, not evaluated)

No.	Item	Unit	Unit price	Lead time (weeks)
B1	Hydraulic oil, ISO VG ___ (state grade), 1 bottle of ___ litres	Bottle		
B2	O-ring and gasket set (cylinder and valve block)	Set		
B3	Dust wiper	Each		
B4	Foot pedal return spring	Each		
B5	Mattress section (state section)	Each		
B6	Complete mattress set	Set		
B7	Lithotomy leg support	Pair		
B8	Stainless steel basin	Each		
B9	Extended warranty, per additional year (optional)	Per year		
B10	Annual preventive maintenance visit after the warranty (optional)	Per visit		

Name of bidder: _____ Signature and stamp: _____ Date: _____

Zomba Central Hospital

Procurement Number: ZCH/RFQ/MED-EQUIP/11/26 **Date: 3rd November,2026**

Compliance sheet

Bidders must complete this sheet. A bare "Yes" without details of the offer will not be accepted. In the Reference column, give the datasheet or certificate page that proves each point.

Brand / model: _____ Country of manufacture: _____

No.	ZCH requirement	Bidder's offer (details)	Complies (Yes/No)	Reference
1	Fully non-electric: hydraulic foot pump height; mechanical/gas spring other positions			
2	Height range about 620–860 mm (state actual)			
3	Length/width about 2,000/600 mm (state actual)			
4	Trendelenburg/reverse at least 20°/20° (state actual)			
5	Back section at least 65° up / 10° down, lockable			
6	Removable or retractable leg section for lithotomy			
7	Safe working load at least 200 kg (state actual)			
8	Column, base cover and basin in AISI 304 stainless steel			
9	Sealed hydraulics with external dust wipers; chlorine-wash resistant			
10	Mattress: high-density foam; black, water-resistant, antimicrobial, flame-retardant cover			
11	Stable base: levelling feet or lockable castors			

Procurement Number: ZCH/RFQ/MED-EQUIP/11/26 **Date: 3rd November,2026**

No.	ZCH requirement	Bidder's offer (details)	Complies (Yes/No)	Reference
12	Accessories: leg supports, stirrups, hand grips, arm supports, IV pole, basin			
13	Maintenance kit: NBR O-ring and gasket sets for cylinder and valve block (state number of sets and interval) and give price per set!			
14	Maintenance kit: at least 4 dust wipers			
15	Maintenance kit: at least 4 foot pedal return springs			
16	Hydraulic oil ISO VG grade and refill volume stated; oil priced as optional			
17	Parts list/exploded diagram and hydraulic maintenance instructions in English			
18	Manufacturer ISO 13485 certified; CE, FDA or equivalent approval (copies attached)			
19	Clear, high-resolution photographs and datasheet supplied			
20	Installation, on-site testing, user and technician training			
21	Warranty at least 2 years including hydraulics			
22	Named service agent; spares available for at least 10 years			
23	Delivery period to ZCH (state weeks)			
24	Quotation valid for at least 90 days			

Bidder name: _____ Signature and stamp: _____ Date: _____

Procurement Number: ZCH/RFQ/MED-EQUIP/11/26 **Date: 3rd November,2026**

4. TECHNICAL SPECIFICATIONS: OBSTETRICAL DELIVERY FORCEPS

Purpose and scope

Zomba Central Hospital (ZCH) invites quotations for six pairs of reusable obstetrical delivery forceps: two pairs each of three types, for assisted vaginal delivery and caesarean section. These specifications are brand-neutral. Bidders must offer a product that meets or exceeds them, and must state the brand, model and country of manufacture in their quotation.

Items and quantities required

Item	Description and use	Blades	Approx. length	Qty (pairs)
Wrigley obstetrical forceps	Short, light outlet and low forceps; also used at caesarean section	Fenestrated, with pelvic and cephalic curves	20 to 22 cm	2
Simpson obstetrical forceps	Standard English-lock forceps for assisted vaginal delivery	Fenestrated, with elongated pelvic curve and cephalic curve	35.5 to 38 cm	2
Elliot obstetrical forceps	Simpson-pattern forceps with a handle adjustment screw for controlled compression of the fetal head	Fenestrated, with pelvic and cephalic curves	35.5 to 38 cm	2

Common material and quality requirements

The forceps will be washed, disinfected and autoclaved many times in a busy hospital, so durability is the main requirement. These conditions apply to all three types.

- **Material:** surgical-grade stainless steel, corrosion resistant and suitable for repeated sterilisation (for example AISI 420/410 martensitic grade or an equivalent). Bidders must state the exact grade offered.
- **Construction:** drop-forged, with blades, shanks and handles free of cracks, pits, porosity, burrs and sharp edges.
- **Matched pairs:** each pair supplied as a matched left and right blade set, with the same serial or lot marking on both halves.
- **Lock and joint:** English lock that engages and releases smoothly. Blades must align and meet correctly when locked, with no wobble or play at the joint.
- **Blade design:** smooth, atraumatic fenestrated blades with the pelvic and cephalic curves described under each item.
- **Finish:** polished or satin finish with no coating that can flake. The finish must not discolour, rust or stain after repeated autoclaving at 134 °C and cleaning with hospital-grade disinfectants.
- **Reprocessing:** reusable instruments that tolerate manual cleaning, ultrasonic cleaning and steam sterilisation. Compliance with ISO 13402 (resistance to autoclaving, corrosion and thermal exposure) or an equivalent is preferred.
- **Marking:** manufacturer name or logo, catalogue or model reference and lot number permanently laser-marked on each instrument.
- **Quality system and regulatory status:** manufacturer certified to ISO 13485. Instruments must be CE marked under the EU Medical Device Regulation, FDA registered or cleared, or hold an equivalent recognised approval. Copies of the certificates are required.

Item-specific specifications

The Wrigley is the short outlet forceps. The Simpson and Elliot are long forceps, and the Elliot adds a screw to adjust the handles.

Feature	Wrigley	Simpson (standard)	Elliot
Clinical use	Outlet and low forceps; also used at caesarean section	Assisted vaginal delivery	Assisted vaginal delivery with controlled compression of the fetal head
Overall length (cm)	20 to 22	35.5 to 38	35.5 to 38
Blades	Fenestrated, short and light	Fenestrated	Fenestrated
Pelvic curve	Present	Elongated	Present
Cephalic curve	Present	Present	Present
Lock	English lock	English lock	English lock

Procurement Number: ZCH/RFQ/MED-EQUIP/11/26 **Date: 3rd November,2026**

Feature	Wrigley	Simpson (standard)	Elliot
Handle	Light handles for short forceps	Standard handles	Handles with an adjustment screw that must turn freely and hold its setting
Quantity (pairs)	2	2	2

Blade fenestrations must be smooth-edged on both surfaces. Bidders may offer a slightly different length within the stated range, provided it is declared in the quotation.

Bidder submission requirements

Quotations that omit the items below may be treated as non-responsive.

- Brand, model or catalogue number, and country of manufacture for each of the three items.
- Clear, sharp, high-resolution colour images of each forceps type offered (not catalogue drawings), showing the whole instrument, both blades with fenestrations, the lock and handles (including the adjustment screw on the Elliot), and the laser markings.
- The manufacturer's factsheet or datasheet for each item, showing the stainless steel grade, dimensions and finish.
- Copies of the manufacturer's ISO 13485 certificate and the CE, FDA or equivalent approval.
- A completed compliance sheet (below) for each item, noting any deviation.
- Unit price per pair and total price, with currency and delivery terms (Incoterms) stated.
- A realistic delivery period from order to delivery in Zomba. Bidders importing from outside Malawi should allow for shipping and clearance time.
- Quotation validity of at least 90 days.
- A sample pair of any item, if ZCH requests one before award.

Packaging, delivery, warranty and after-sales

- **Packaging:** each pair packed separately in protective, non-corrosive packaging that prevents blade damage in transit. The outer carton must be labelled with the item name, quantity and lot number.
- **Delivery:** to the ZCH stores, Zomba, with a delivery note listing each item, quantity and lot number. ZCH will inspect and check the items on receipt.

Procurement Number: ZCH/RFQ/MED-EQUIP/11/26 **Date: 3rd November,2026**

- **Rejection:** items that are damaged, off-specification or different from the offered model will be rejected and must be replaced by the supplier at no cost to ZCH.
- **Warranty:** at least 12 months against defects in materials and workmanship, covering corrosion, lock failure and joint failure under normal reprocessing. A longer or lifetime manufacturer warranty is an advantage and must be stated in the quotation.
- **After-sales:** the supplier must replace defective instruments under warranty and state the lead time for replacement.

Compliance sheet

Bidders must complete this sheet for each item (Wrigley, Simpson, Elliot), stating what they offer and whether it complies. "Yes" without the details of the offer will not be accepted. Use the Reference column to point to the page of the factsheet or certificate that proves it.

Item: _____ Brand / model / catalogue no.: _____ Country of manufacture: _____

No.	ZCH requirement	Bidder's offer (details)	Complies (Yes/No)	Reference (factsheet page, certificate)
1	Surgical-grade, corrosion-resistant stainless steel; grade stated			
2	Drop-forged; free of cracks, pits, burrs and sharp edges			
3	Supplied as matched left and right blade pairs, same lot marking			
4	English lock; smooth engagement; no play at the joint when locked			
5	Fenestrated, atraumatic blades with smooth-edged fenestrations			
6	Pelvic and cephalic curves as specified for the item			

Procurement Number: ZCH/RFQ/MED-EQUIP/11/26 **Date: 3rd November,2026**

No.	ZCH requirement	Bidder's offer (details)	Complies (Yes/No)	Reference (factsheet page, certificate)
7	Overall length within the specified range (state actual length in cm)			
8	Elliot only: handle adjustment screw turns freely and holds its setting			
9	Polished or satin finish; no flaking coating			
10	Withstands repeated steam sterilisation at 134 °C without rust or discolouration			
11	Tolerates manual, ultrasonic and hospital-disinfectant cleaning			
12	Permanent laser marking: manufacturer, catalogue no., lot no.			
13	Manufacturer ISO 13485 certified (copy attached)			
14	CE (EU MDR), FDA or equivalent approval (copy attached)			
15	Clear, high-resolution images of the item supplied			
16	Manufacturer factsheet or datasheet supplied			
17	Individual protective, non-corrosive packaging per pair			
18	Warranty of at least 12 months (state period offered)			

Procurement Number: ZCH/RFQ/MED-EQUIP/11/26 **Date: 3rd November,2026**

No.	ZCH requirement	Bidder's offer (details)	Complies (Yes/No)	Reference (factsheet page, certificate)
19	Delivery period to ZCH stores, Zomba (state weeks)			
20	Quotation valid for at least 90 days			

Bidder name: _____ Signature and stamp: _____ Date: _____

5. TECHNICAL SPECIFICATIONS: CAESAREAN SECTION INSTRUMENT SET

Purpose and scope

Zomba Central Hospital (ZCH) invites quotations for complete, reusable caesarean section instrument sets for its maternity theatres. The set contents were agreed with ZCH obstetricians. Each set has 74 instruments, 5 hollowware items (kidney dishes and gallipots) and one stainless steel sterilising box, as listed below. These specifications are brand-neutral. Bidders must offer a set that meets or exceeds them, and must state the brand, model and country of manufacture.

Number of sets required: 10 (ten).

Set contents (per set)

Each set must contain all 34 lines below, 80 pieces in total. Lengths may vary by ±1 cm unless stated otherwise. Any variation must be declared.

No.	Instrument	Specification	Qty
	Towel clamps		
1	Backhaus towel clamp	13 cm, ball-and-socket tips, inwardly curved jaws	6
2	Backhaus towel clamp with tubing holder	13 cm, ball-and-socket tips, inwardly curved jaws, integral tubing holder	1

Zomba Central Hospital

Procurement Number: ZCH/RFQ/MED-EQUIP/11/26 **Date: 3rd November,2026**

No.	Instrument	Specification	Qty
	Haemostatic and tissue forceps		
3	Artery forceps, Adson pattern	Curved, 15 cm, jaw about 6 mm wide	6
4	Artery forceps, Adson pattern	Straight, 15 cm	4
5	Spencer Wells artery forceps	Curved, 18 cm	4
6	Spencer Wells artery forceps	Straight, 18 cm	4
7	Kocher forceps	Straight, 1x2 interlocking teeth at tip, 24 cm	2
8	Green Armytage haemostatic forceps	Straight, 21 cm, smooth flat jaws with wide serrations	8
9	Babcock atraumatic tissue forceps	Atraumatic jaws, curved down about 30°, 25 cm	2
10	Allis tissue forceps	Straight, 9x10 interlocking teeth, 17 cm	2
11	Littlewood tissue forceps	3x2 teeth, 18.5 cm	4
12	Sponge holding forceps, Fletcher/Rampley pattern	Straight, looped serrated tips, 25 cm	4
13	Ovum / sponge holding forceps	Straight, looped tips, 25 cm	2
	Cord instruments		
14	Umbilical cord clamp, Kane pattern	Wide, flat serrated jaws, 8.5 cm	2
15	Umbilical cord scissors	Curved oval blades, blunt tips, 16 cm	1
	Dissecting forceps		
16	McIndoe dissecting forceps	Straight, plain (non-toothed) or finely serrated, 15 cm	1
17	McIndoe dissecting forceps	Straight, plain (non-toothed) or finely serrated, 18 cm	1

Procurement Number: ZCH/RFQ/MED-EQUIP/11/26 **Date: 3rd November,2026**

No.	Instrument	Specification	Qty
18	Gillies dissecting forceps	Straight, 1x2 teeth, 15 cm	2
	Cutting and suturing		
19	Scalpel handle No. 3	Standard, about 13 cm (fits blades 10 to 15)	1
20	Scalpel handle No. 4	Standard, about 13 cm (fits blades 20 to 25)	1
21	Mayo-Hegar needle holder	18 cm; tungsten carbide jaw inserts preferred	2
22	Mayo-Hegar needle holder	24 cm; tungsten carbide jaw inserts preferred	1
23	Mayo scissors	Straight, 17 cm; serrated or easy-cut blade	2
24	Mayo scissors	Curved, 17 cm; serrated or easy-cut blade	2
25	Spencer stitch removal scissors	Straight, notched tip, 9 cm	1
	Retractors and suction		
26	Doyen abdominal (bladder) retractor	Blade about 90 mm wide, 25 cm long	2
27	Kocher-Langenbeck retractor	Blade about 40 x 10 mm, 21.5 cm overall, 12 cm shaft	2
28	Morris retractor	Blade about 50 x 38 mm, 23 cm long	2
29	Malleable (ribbon) retractor	Blade about 46 to 60 mm wide, 28 cm long, bendable stainless steel	1
30	Yankauer suction tip	Stainless steel, bulbous head with side holes, wide-bore lumen, 30 cm	1
	Hollowware		
31	Kidney dish	Stainless steel, 25 cm (about 1,000 ml)	2
32	Gallipot	Stainless steel, 200 ml	2
33	Gallipot	Stainless steel, 1,000 ml	1
	Container		

Zomba Central Hospital

Procurement Number: ZCH/RFQ/MED-EQUIP/11/26 **Date: 3rd November,2026**

No.	Instrument	Specification	Qty
34	Sterilising box	Perforated stainless steel with lid, about 54 x 25 x 15 cm (see below)	1

Wrigley obstetrical forceps are not included because they are bought under the separate delivery forceps tender. Scalpel blades and sutures are not part of this tender.

Common material and quality requirements

These sets will be washed, disinfected and autoclaved after every caesarean section in a high-volume theatre, so durability is the main requirement for every instrument.

- **Material:** surgical-grade stainless steel, corrosion resistant and suitable for repeated sterilisation (for example AISI 410/420 martensitic grade, or equivalent). Bidders must state the grade offered.
- **Construction:** drop-forged instruments, free of cracks, pits, porosity, burrs and sharp edges.
- **Joints and ratchets:** box joints move smoothly with no play. Ratchets on artery, tissue, sponge and towel forceps engage and hold securely at every step and release cleanly.
- **Jaws and tips:** jaws align and close fully along their length, and teeth mesh correctly. Scissor blades cut cleanly to the tip without snagging.
- **Finish:** satin or polished finish with no coating that can flake. The finish must not rust, stain or discolour after repeated autoclaving at 134 °C or cleaning with hospital-grade disinfectants.
- **Reprocessing:** all instruments reusable and compatible with manual cleaning, ultrasonic cleaning and steam sterilisation. ISO 13402 compliance (or equivalent) is preferred.
- **Marking:** manufacturer name or logo, catalogue reference and lot number permanently laser-marked on each instrument.
- **Quality system and regulatory status:** manufacturer certified to ISO 13485. Instruments must be CE marked under the EU Medical Device Regulation, FDA registered, or hold an equivalent recognised approval. Copies of the certificates are required.

Sterilising box

- **Size:** internal dimensions about 54 x 25 x 15 cm (L x W x H), ±2 cm. This holds the longest instruments (30 cm Yankauer, 28 cm malleable retractor) lying flat, plus the 25 cm kidney dishes and the 1,000 ml gallipot, with the 200 ml gallipots nested inside. Bidders must state the actual external and internal dimensions so ZCH can confirm the box fits its autoclave chambers.
- **Construction:** stainless steel box with a close-fitting lid and a removable perforated instrument tray (insert basket) to keep instruments separate from the hollowware.

- **Steam penetration:** perforated or vented base and lid so steam can penetrate and condensate drain during autoclaving.
- **Durability:** rigid enough to keep its shape after repeated cycles, with smooth rolled edges and secure, heat-resistant handles.
- **Materials:** no plastic or painted parts that degrade at 134 °C.
- A larger box, or a two-container solution (instrument container plus hollowware), is acceptable if the bidder shows the full set fits without overcrowding.

Bidder submission requirements

Quotations missing any of the items below may be treated as non-responsive.

- Brand, set model or catalogue number, and country of manufacture.
- A complete itemised list of the set offered, with the catalogue number, size and quantity for each instrument.
- Clear, sharp, high-resolution colour photographs of the actual set offered, not catalogue drawings: one of the complete 80-piece set laid out with the box, and close-ups of each instrument type showing the jaws, teeth, ratchets and laser markings.
- The manufacturer's factsheet or datasheet for the set, showing the stainless steel grade and finish.
- Copies of the manufacturer's ISO 13485 certificate and the CE, FDA or equivalent approval.
- The manufacturer's instructions for cleaning and sterilisation (IFU).
- A completed compliance sheet (below).
- Unit price per set, total price, currency and delivery terms (Incoterms).
- A realistic delivery period to Zomba. Bidders importing from outside Malawi should allow time for shipping and customs clearance.
- Quotation validity of at least 90 days.
- A sample set or sample instruments, if ZCH requests them before award.

Packaging, delivery, warranty and after-sales

- **Packaging:** each set delivered complete in its sterilising box, with every instrument protected against damage in transit. Cartons labelled with the set name, quantity and lot numbers.
- **Delivery:** to ZCH stores, Zomba, with a delivery note and a contents checklist for each set. ZCH will count every set against the list on receipt.
- **Rejection:** missing, damaged or off-specification instruments will be rejected and must be replaced by the supplier at no cost to ZCH.
- **Warranty:** at least 12 months against defects in materials and workmanship, including rust, joint, ratchet and jaw failure under normal reprocessing. A longer or lifetime warranty against rust and manufacturing defects is an advantage and must be stated.

- **After-sales:** the supplier must replace defective instruments under warranty, quote prices for single replacement instruments, and state the lead time for replacements.

Compliance sheet

Bidders must complete both parts. A bare "Yes" without details of the offer will not be accepted. In the Reference column, give the factsheet or certificate page that proves each point.

Brand / set model / catalogue no.: _____ Country of manufacture: _____

Part A: set contents

No.	Instrument and ZCH specification	Qty required	Offered: catalogue no. and size	Qty offered	Complies (Yes/No)
1	Backhaus towel clamp, 13 cm, ball-and-socket tips	6			
2	Backhaus towel clamp with tubing holder, 13 cm	1			
3	Adson artery forceps, curved, 15 cm	6			
4	Adson artery forceps, straight, 15 cm	4			
5	Spencer Wells artery forceps, curved, 18 cm	4			
6	Spencer Wells artery forceps, straight, 18 cm	4			
7	Kocher forceps, straight, 1x2 teeth, 24 cm	2			

Zomba Central Hospital

Procurement Number: ZCH/RFQ/MED-EQUIP/11/26 **Date: 3rd November,2026**

No.	Instrument and ZCH specification	Qty required	Offered: catalogue no. and size	Qty offered	Complies (Yes/No)
8	Green Armytage forceps, straight, 21 cm	8			
9	Babcock atraumatic forceps, curved down ~30°, 25 cm	2			
10	Allis tissue forceps, 9x10 teeth, 17 cm	2			
11	Littlewood tissue forceps, 3x2 teeth, 18.5 cm	4			
12	Sponge holding forceps (Fletcher/Rampley), 25 cm	4			
13	Ovum / sponge holding forceps, 25 cm	2			
14	Kane umbilical cord clamp, 8.5 cm	2			
15	Umbilical cord scissors, curved, blunt, 16 cm	1			
16	McIndoe dissecting forceps, 15 cm	1			
17	McIndoe dissecting forceps, 18 cm	1			
18	Gillies dissecting forceps, 1x2 teeth, 15 cm	2			

Procurement Number: ZCH/RFQ/MED-EQUIP/11/26 **Date: 3rd November,2026**

No.	Instrument and ZCH specification	Qty required	Offered: catalogue no. and size	Qty offered	Complies (Yes/No)
19	Scalpel handle No. 3	1			
20	Scalpel handle No. 4	1			
21	Mayo-Hegar needle holder, 18 cm	2			
22	Mayo-Hegar needle holder, 24 cm	1			
23	Mayo scissors, straight, 17 cm	2			
24	Mayo scissors, curved, 17 cm	2			
25	Spencer stitch scissors, notched tip, 9 cm	1			
26	Doyen abdominal retractor, ~90 mm blade, 25 cm	2			
27	Kocher-Langenbeck retractor, ~40 x 10 mm blade, 21.5 cm	2			
28	Morris retractor, ~50 x 38 mm blade, 23 cm	2			
29	Malleable retractor, ~46–60 mm blade, 28 cm	1			
30	Yankauer suction tip, stainless steel, 30 cm	1			
31	Kidney dish, 25 cm (~1,000 ml)	2			

Procurement Number: ZCH/RFQ/MED-EQUIP/11/26 **Date: 3rd November,2026**

No.	Instrument and ZCH specification	Qty required	Offered: catalogue no. and size	Qty offered	Complies (Yes/No)
32	Gallipot, 200 ml	2			
33	Gallipot, 1,000 ml	1			
34	Sterilising box with perforated tray, ~54 x 25 x 15 cm internal (state dimensions)	1			

Part B: general requirements

No.	ZCH requirement	Bidder's offer (details)	Complies (Yes/No)	Reference
1	Surgical-grade, corrosion-resistant stainless steel; grade stated			
2	Drop-forged; free of cracks, pits, burrs and sharp edges			
3	Smooth box joints; secure, positive ratchets			
4	Jaws align and teeth mesh; scissors cut to the tip			
5	Satin or polished finish; no flaking coating			
6	Withstands repeated steam sterilisation at 134 °C without rust or discolouration			
7	Compatible with manual, ultrasonic and disinfectant cleaning			
8	Permanent laser marking: manufacturer, catalogue no., lot no.			

Zomba Central Hospital

Procurement Number: ZCH/RFQ/MED-EQUIP/11/26 **Date: 3rd November,2026**

No.	ZCH requirement	Bidder's offer (details)	Complies (Yes/No)	Reference
9	Manufacturer ISO 13485 certified (copy attached)			
10	CE (EU MDR), FDA or equivalent approval (copy attached)			
11	Clear, high-resolution photographs of the set and close-ups supplied			
12	Manufacturer factsheet and cleaning/sterilisation IFU supplied			
13	Delivered complete in sterilising box (about 54 x 25 x 15 cm internal) with contents checklist			
14	Warranty of at least 12 months (state period offered)			
15	Single replacement instruments available (prices and lead time stated)			
16	Delivery period to ZCH stores, Zomba (state weeks)			
17	Quotation valid for at least 90 days			

Bidder name: _____ Signature and stamp: _____ Date: _____

Procurement Number: ZCH/RFQ/MED-EQUIP/11/26 **Date: 3rd 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 Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

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

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

Page **[insert page number]** of **[insert total number of pages]** pages

Zomba Central Hospital

Procurement Number: ZCH/RFQ/MED-EQUIP/11/26 **Date: 3rd November,2026**

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 indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder** **(Yes / No)**
[include full name (last, middle, first), nationality, country of residence]			

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.

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**]

---

[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/MED-EQUIP/11/26 **Date: 3rd November,2026**

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)

Zomba Central Hospital

Procurement Number: ZCH/RFQ/MED-EQUIP/11/26 **Date: 3rd November,2026**

Authorised for and on behalf of:

Company: _____

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

GENERAL CONDITIONS OF CONTRACT FOR LOCAL PURCHASE ORDERS

TABLE OF CONTENTS

Definitions 61
Country of Origin 62
Standards 63
Patent Rights 63
Inspections and Tests 63
Packing 64
Delivery and Documents 64
Insurance 64
Transportation 65
Incidental Services 66
Spare Parts 66
Warranty 66
Payment 67
Prices 67
Contract Amendments 67
Assignment 68
Delays in the Supplier's Performance 68

Liquidated Damages 68
Termination for Default 68
Force Majeure 70
Termination for Convenience 70
Settlement of Disputes ..... **Error! Bookmark not defined.**
Limitation of Liability 71
Governing Language 72
Applicable Law 72
Notices 72
Taxes and Duties 72

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.