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/CATERING-TROLLEY/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 Heavy duty trolley for Catering Department.
2) Quotation prices should be based on: **Malawi Kwacha**
   (a) for goods supplied from within Malawi; EXW – insured and delivered to**: DDP/ DAP (Delivery at Place) - Insured and delivered at Zomba Central Hospital**
   (b) for goods supplied from outside of Malawi; CIP or DDP **and delivered at Zomba Central Hospital**
3) The Delivery period required is **7 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: _____

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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)

	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
	Insulated Bulk Food Transport Trolley (150 L, Non-Electric) **(Specifications attached below see No.2)**			7		
Sub Total						
17.5% VAT						
Grand Total						
PPDA Levy						

Zomba Central Hospital

Proc No.: ZCH/RFQ/CATERING-TROLLEY/11/26/REVISED Date: 18th November, 2026

1. Technical Specification: Insulated Bulk Food Transport Trolley (150 L, Non-Electric)

Zomba Central Hospital (ZCH) | Request for Quotation | Catering / Food Services

1. Purpose

Zomba Central Hospital invites quotations for insulated, non-electric bulk food transport trolleys for moving prepared meals, soups, porridge and sauces from the main kitchen to wards. The trolleys will be used daily in a busy 622-bed tertiary hospital, over cement floors, and cleaned frequently with hospital-grade detergents and disinfectants.

The specification is brand-neutral. Bidders must state the brand and model offered and show how it meets each requirement.

2. Items Required

No.	Item	Quantity
1	Insulated bulk food transport trolley, 150 L, non-electric, with drain valve and two 1/1 GN lids	7
2	Recommended spare parts (see section 8)	As quoted

3. Technical Specification

No.	Requirement	Specification	Bidder response (brand / model / value)	Complies (Y/N)
3.1	Type	Mobile insulated bulk food trolley holding food in a single removable or fixed pan; passive insulation only		
3.2	Power	Non-electric. No mains, battery or gas supply required to keep food warm or cold. Must work through ZCH power cuts		
3.3	Capacity	150 litres nominal (acceptable range 140 to 160 L)		
3.4	Food pan material	AISI 304 (18/10) chromium-nickel stainless steel, seamless or fully welded and polished, with rounded internal corners for easy cleaning. Bidder to state pan thickness		
3.5	Outer body	Stainless steel, minimum AISI 430; AISI 304 preferred. Bidder to state grade and sheet thickness. Must resist corrosion from frequent chlorine-based cleaning		

No.	Requirement	Specification	Bidder response (brand / model / value)	Complies (Y/N)
3.6	Insulation	Fully insulated body (pan, walls and base) with CFC-free, moisture-resistant insulation, fully sealed so it does not absorb water		
3.7	Temperature holding	Bidder to state tested holding performance (for example, hours that food loaded at 85 °C stays above 60 °C). Target: not less than 2 hours. Test data to be supplied		
3.8	Drain	Built-in drain with stainless steel valve, leak-tight, easy to clean, positioned so the pan drains fully		
3.9	Lids	Two 1/1 GN stainless steel lids supplied with each trolley (not as optional extras). State whether lids are sealed or handled-type		
3.10	Handles	Sturdy handle(s) at a comfortable pushing height, welded or through-bolted, no sharp edges		
3.11	Bumpers	Protective rubber or polymer bumper or corner guards so the trolley and doorframes are not damaged in busy corridors		
3.12	Dimensions and weight	Bidder to state overall length, width, height, empty weight and loaded weight. Must pass through standard ward doors and fit hospital lifts		
3.13	Finish	Smooth, crevice-free surfaces. Welds ground and polished. No exposed insulation, rivets or sharp edges		

4. Mobility: Cement Floors and Heavy Use

The trolleys will travel long distances over cement floors with joints, cracks and ramps, often fully loaded (150 L of food is roughly 150 kg or more with the trolley).

No.	Requirement	Specification	Bidder response	Complies (Y/N)
4.1	Castors	Heavy-duty castors, minimum 125 mm diameter (150 mm preferred), with solid polyurethane or hard-rubber tyres suited to		

No.	Requirement	Specification	Bidder response	Complies (Y/N)
		rough cement floors. No small hard-plastic wheels		
4.2	Bearings and mounting	Sealed ball or roller bearings. Castors bolted to a reinforced steel mounting plate, not welded to a thin sheet base		
4.3	Configuration	Four castors: at least two swivel, with brakes on at least two. Brakes must hold the loaded trolley on a ramp		
4.4	Castor material	Corrosion-resistant (stainless or zinc-plated) housings that withstand washing and disinfectants		
4.5	Load rating	Castors and chassis rated for the full loaded weight with a safety margin. Bidder to state the rated load per castor		
4.6	Replaceability	Castors replaceable locally with common tools; bidder to state the castor part number or specification		

5. Hygiene and Cleaning

- The trolley must be cleanable by hand with hot water, detergent and standard hospital disinfectants (including chlorine-based solutions) without rusting or degrading.
- Pan and drain must allow complete emptying and drying between uses.
- Materials in contact with food must be food-grade.

6. Submission Requirements: Images and Manufacturer Data

Quotations that do not include the following will be considered incomplete.

1. **Clear images** of the exact model offered (not generic catalogue pictures), minimum: front view, side view, top view with lid off, lid, drain valve, castors and brakes, and the nameplate or label.
2. **Manufacturer's datasheet or fact sheet** (issued by the manufacturer, not rewritten by the supplier) showing brand, model, country of manufacture, capacity, materials and grades, dimensions, weight, insulation type and holding performance.
3. Written statement of **brand, model and catalogue number** offered.
4. **Manufacturer's authorisation** or confirmation that the bidder is an authorised distributor. **(If available)**
5. **Cleaning and care instructions** and user manual (English).
6. At least **two reference customers** (hospitals, catering or institutional kitchens), ideally in Africa, who have used the same model for over a year.

7. Warranty

- Minimum warranty of **12 months** from delivery (24 months preferred) covering parts and labour.
- Warranty must explicitly cover: welds and body, insulation performance (no water ingress or loss of insulation), drain valve, castors and brakes, and lids.
- State what the warranty excludes and the claim procedure.
- State who handles warranty claims in Malawi and how long replacement or repair takes after a claim.
- Defective items under warranty to be repaired or replaced at the supplier's cost, including transport.

8. After-Sales Support and Spares

- Name the **local or regional service agent** and contact details, and state whether support is available in Malawi or must come from outside the country.
- Supplier to guarantee availability of spare parts (castors, drain valves, lids, bumpers, seals) for at least **5 years**.
- Quote a **recommended spares kit** (for example, one spare castor set, one drain valve and one lid per five trolleys) with unit prices.
- State typical lead time for spares to Zomba.
- Provide brief **user and maintenance training** for kitchen staff and hospital engineering, on delivery or in writing.

9. Delivery and Commercial Terms

No.	Requirement	Bidder response
9.1	Unit price (state currency)	
9.2	Delivery to Zomba Central Hospital (state Incoterm and who pays freight, insurance and clearance)	
9.3	Delivery time from order	
9.4	Quotation validity	Minimum 60 days
9.5	Country of manufacture	
9.6	Payment terms	
9.7	Packaging suitable for long road transport (protection of castors, handle and finish)	

10. Evaluation

Quotations will be assessed on: (1) compliance with the technical specification in sections 3 to 5, (2) completeness of images and manufacturer data, (3) warranty and local after-sales support, (4) availability and price of spares, (5) delivery time, and (6) total price. Evidence of durability in comparable hospital settings will be considered.

11. Bidder Compliance Schedule

Bidders must complete every row. Do not leave blanks: write "Complies", "Partially complies" or "Does not comply", state the exact value or feature offered, and point to the page of the manufacturer's

datasheet or other attachment that proves it. Claims without evidence may be scored as non-compliant. Priority: **M** = mandatory, **P** = preferred.

Bidder name: _____ **Brand offered:** _____ **Model / catalogue no.:** _____ **Country of manufacture:** _____

11.1 Technical compliance

Ref	Requirement (summary)	Priority	Offered (brand, model, value)	Complies / Partially / Does not	Evidence (document, page)	Remarks
3.1	Mobile insulated bulk food trolley, passive insulation	M				
3.2	Non-electric; no mains, battery or gas needed	M				
3.3	Capacity 150 L nominal (140 to 160 L)	M				
3.4	Food pan AISI 304 stainless steel; state thickness	M				
3.5	Outer body stainless steel, minimum AISI 430; state grade and thickness	M				
3.6	Fully insulated, moisture-resistant, sealed insulation	M				
3.7	Tested temperature holding (target 2 hours or more above 60 °C); state test data	M				
3.8	Drain with stainless steel valve, leak-tight	M				
3.9	Two 1/1 GN stainless steel lids included	M				
3.10	Sturdy handle(s), no sharp edges	M				
3.11	Bumpers or corner guards	P				
3.12	Dimensions and weights stated (L x W x H, empty and loaded)	M				
3.13	Smooth finish, ground and polished welds	M				

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Ref	Requirement (summary)	Priority	Offered (brand, model, value)	Complies / Partially / Does not	Evidence (document, page)	Remarks
4.1	Castors 125 mm or larger, solid polyurethane or rubber tyres	M				
4.2	Sealed bearings; castors bolted to reinforced mounting plate	M				
4.3	Four castors, at least two swivel, brakes on at least two	M				
4.4	Corrosion-resistant castor housings	M				
4.5	Castor and chassis load rating stated (per castor)	M				
4.6	Castors replaceable locally; part number stated	M				
5	Cleanable with hospital disinfectants (including chlorine); food-grade materials	M				

11.2 Documents and information to be submitted

Ref	Item	Priority	Attached? (Yes / No)	Document name and pages	Remarks
6.1	Clear images of the exact model offered (front, side, top with lid off, lid, drain valve, castors and brakes, nameplate)	M			
6.2	Manufacturer's datasheet or fact sheet	M			
6.3	Statement of brand, model and catalogue number	M			
6.4	Manufacturer's authorisation or distributor letter	P			
6.5	Cleaning and care instructions, user manual (English)	M			
6.6	Two reference customers with contact details	P			

11.3 Warranty and after-sales support

Ref	Requirement	Priority	Bidder response	Complies / Partially / Does not	Evidence (document, page)
7.1	Warranty period (minimum 12 months; 24 preferred)	M			
7.2	Warranty covers welds and body, insulation, drain valve, castors and brakes, lids	M			
7.3	Warranty exclusions and claim procedure stated	M			
7.4	Warranty claims handled in Malawi; repair or replacement time stated	M			
7.5	Defects replaced or repaired at supplier's cost, including transport	M			
8.1	Local or regional service agent named, with contact details	M			
8.2	Spare parts guaranteed for at least 5 years	M			
8.3	Recommended spares kit quoted with unit prices	M			
8.4	Spares lead time to Zomba stated	M			
8.5	User and maintenance training provided	P			

11.4 Commercial compliance

Ref	Requirement	Bidder response	Complies / Partially / Does not
9.1	Unit price and currency stated		
9.2	Delivery to Zomba Central Hospital; Incoterm stated		
9.3	Delivery time from order		
9.4	Quotation valid for at least 90 days		
9.5	Payment terms stated		
9.6	Packaging suitable for long road transport		

12. Bidder Declaration

Bidder name: _____ Brand and model offered: _____

Signature: _____ Date: _____

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3.3 Technical focus by item (criterion A)

Score criterion A with particular attention to the points for the item being evaluated.

Item	Key technical points to examine
Insulated bulk food trolley	Non-electric operation; AISI 304 pan and outer stainless grade; tested temperature holding; drain valve; lid configuration (one GN 2/1 or two GN 1/1); castor size, tyres and brakes for cement floors; capacity of 150 L

3.4 Price score (criterion G)

Price is compared on the same basis for all bidders: unit price delivered to Zomba, including spare blades or the spares kit where the specification requires them. Convert to one currency using the rate stated in the RFQ.

Price score = (lowest evaluated price / bidder's evaluated price) x 20

The lowest evaluated price among quotations that passed stages 1 and the technical threshold receives the full 20 points.

4. Scoring Sheet

Each committee member completes one sheet. In each box write the score (0 to 5), then the weighted score, for example "4 / 28.0". Give the reason for each score in the remarks column.

Committee member: _____ **Item:** _____ **Date:** _____

No.	Criterion	Weight	Bidder A (score / weighted)	Bidder B (score / weighted)	Bidder C (score / weighted)	Bidder D (score / weighted)	Remarks and evidence
A	Technical compliance	35					
B	Images and manufacturer data	10					
C	Warranty	10					
D	After-sales support	10					
E	Spares availability and price	10					
F	Delivery and commissioning	5					
G	Price (by formula)	20					

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No.	Criterion	Weight	Bidder A (score / weighted)	Bidder B (score / weighted)	Bidder C (score / weighted)	Bidder D (score / weighted)	Remarks and evidence
	Total (out of 100)	**100**					

5. Consolidated Summary

After individual scoring, the committee agrees the average of all members' scores for each criterion and records the results here.

Bidder	Brand and model offered	Technical score (out of 35)	Passed 70% technical threshold?	Total score (out of 100)	Rank
A					
B					
C					
D					

Committee recommendation:

Recommended bidder: _____ Brand and model: _____

Reasons for the recommendation, and any conditions (for example, clarifications to confirm before award):

---

6. Declaration and Sign-Off

We confirm that we evaluated the quotations fairly, using only the criteria and weights in this matrix, and that we have no conflict of interest with any bidder.

Name	Role on committee	Signature	Date
	Chairperson		
	Member		
	Member		
	Member		
	Secretary		

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.

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

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

Signature of the person named above: _____

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

SECTION E: EVALUATION OF QUOTATIONS:

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

Signed: …… Name……
Title/Position: ……

For and on behalf of the Procuring and Disposal Entity.

AUTHORISED BY:

Signature: _____ Name: _____

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

Authorised for and on behalf of:

_____

[1] In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to "Bidder" in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.
[2] Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

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Company: _____

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

GENERAL CONDITIONS OF CONTRACT FOR LOCAL PURCHASE ORDERS

Zomba Central Hospital

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1. **DEFINITIONS**

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

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

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

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

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

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

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

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

2. **COUNTRY OF ORIGIN**

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

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

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

3. **STANDARDS**

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

4. **PATENT RIGHTS**

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

5. **INSPECTIONS AND TESTS**

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

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

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

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

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

6. **PACKING**

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

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

7. **DELIVERY AND DOCUMENTS**

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

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

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

8. **INSURANCE**

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

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

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

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

(b) loss of or damage to Equipment;

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

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

9. TRANSPORTATION

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

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

10. PROHIBITION OF CHILD LABOUR AND OTHER HARMFUL LABOUR PRACTICES

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

11. PROTECTION OF THE ENVIRONMENT

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

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

12. INCIDENTAL SERVICES

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

13. SPARE PARTS

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

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

14. **WARRANTY**

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

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

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

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

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

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

15. **PAYMENT**

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

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

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

16. **PRICES**

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

17. **CONTRACT AMENDMENTS**

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

18. **ASSIGNMENT**

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

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

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

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

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

20. **LIQUIDATED DAMAGES**

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

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

21. **TERMINATION FOR DEFAULT**

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

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

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

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

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

21.3 For the purpose of this Clause—

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

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

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

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

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

FORCE MAJEURE

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

22.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring and Disposing Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring and Disposing Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

22. **TERMINATION FOR CONVENIENCE**

23.1 The Procuring and Disposing Entity, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring and Disposing Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

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

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

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

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

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

23. **SETTLEMENT OF DISPUTES**

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

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

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

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

24.4Notwithstanding any reference to arbitration herein—

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

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

24. LIMITATION OF LIABILITY

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

(a) the Supplier shall not be liable to Procuring and Disposing Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring and Disposing Entity; and

(b) the aggregate liability of the Supplier to the Procuring and Disposing Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

25. GOVERNING LANGUAGE

The Governing Language **shall be English**.

26. APPLICABLE LAW

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

27. NOTICES

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

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

28. TAXES AND DUTIES

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.