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Email:



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

## REQUEST FOR QUOTATIONS (FOR GOODS)

PROC. NO.: ZCH/RFQ/CATERING-EQUIP/10/26/REVISED

Date: 21<sup>st</sup> October, 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 Equipment 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 **8 days** from date of order.

4) Quotations must be valid for **30 days** from the date for receipt given below.

5) The warranty/guarantee offered shall be:

6) Quotations and supporting documents as specified in Section B must be marked with the Procurement Number given above, and indicate your acceptance of the terms and conditions.

7) Quotations must be received, in sealed envelopes, no later than: **26<sup>th</sup> October, 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: \_\_\_\_\_

**Zomba Central Hospital**

**PROC NO.: ZCH/RFQ/CATERING-EQUIP/10/26/REVISED**

**Date: 21<sup>st</sup> October, 2026**

\_\_\_\_\_ 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<br><br>(Comply with specification in the column below for item quoted ) | Qty | Delivered Unit Price Kwacha | Delivered Total Price Kwacha |
|-------------|---------------------------------------------------------------------------------------------------------|-----------------|------------------------------------------------------------------------------------------------------------------|-----|-----------------------------|------------------------------|
|             | Three-Tier Food Service Trolley<br>(Specifications attached below see No.1)                             |                 |                                                                                                                  | 2   |                             |                              |
|             | Insulated Bulk Food Transport Trolley (150 L, Non-Electric)<br>(Specifications attached below see No.2) |                 |                                                                                                                  | 7   |                             |                              |
|             | Floor-Standing Stainless Steel Bandsaw (Three Phase)<br>(Specifications attached below see No.3)        |                 |                                                                                                                  | 1   |                             |                              |
| Sub Total   |                                                                                                         |                 |                                                                                                                  |     |                             |                              |
| 17.5% VAT   |                                                                                                         |                 |                                                                                                                  |     |                             |                              |
| Grand Total |                                                                                                         |                 |                                                                                                                  |     |                             |                              |

# Zomba Central Hospital

PROC NO.: ZCH/RFQ/CATERING-EQUIP/10/26/REVISED

Date: 21<sup>st</sup> October, 2026

|           |  |  |  |
|-----------|--|--|--|
| PPDA Levy |  |  |  |
|-----------|--|--|--|

## 1. Technical Specification: Three-Tier Food Service Trolley

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

### 1. Purpose and Items Required

Zomba Central Hospital invites quotations for three-tier stainless steel service trolleys for serving tea, meals, cups, plates and other light loads within the hospital. The trolleys will be used daily in a busy 650-bed tertiary hospital, over cement floors, and cleaned often 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.

| No. | Item                                                                                                     | Quantity  |
|-----|----------------------------------------------------------------------------------------------------------|-----------|
| 1   | Three-tier stainless steel service trolley, tubular frame, with plinth and drip trays, on swivel castors | 2         |
| 2   | Recommended spare parts (see section 5)                                                                  | As quoted |

### 2. Technical Specification

| No. | Requirement           | Specification                                                                                                                                                                                    | Bidder response (brand / model / value) | Complies (Y/N) |
|-----|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|----------------|
| 2.1 | Type                  | Three-tier mobile service trolley, non-electric, for tea, meal and light-load service                                                                                                            |                                         |                |
| 2.2 | Frame                 | Stainless steel tubular frame, welded or rigidly joined, with no wobble when loaded. Bidder to state stainless grade (AISI 304 preferred; AISI 430 minimum) and tube diameter and wall thickness |                                         |                |
| 2.3 | Trays                 | Three stainless steel trays (shelves), rigidly fixed to the frame, with raised or rolled edges to stop items sliding. Bidder to state grade and thickness of each tray                           |                                         |                |
| 2.4 | Plinth and drip trays | Trays must suit carrying multiple teapots or flasks, with a plinth and drip tray so items sit securely and spills are contained                                                                  |                                         |                |
| 2.5 | Tray spacing          | Clear height between trays suitable for tall teapots, flasks and jugs. Bidder to state clear height between each pair of tiers                                                                   |                                         |                |

## Zomba Central Hospital

PROC NO.: ZCH/RFQ/CATERING-EQUIP/10/26/REVISED

Date: 21<sup>st</sup> October, 2026

| No.  | Requirement           | Specification                                                                                                          | Bidder response (brand / model / value) | Complies (Y/N) |
|------|-----------------------|------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|----------------|
| 2.6  | Load capacity         | Bidder to state safe working load per tray and for the whole trolley. Target: not less than 30 kg per tray             |                                         |                |
| 2.7  | Handle                | Push handle of stainless steel tube at a comfortable height, firmly fixed, with no sharp edges or exposed weld spatter |                                         |                |
| 2.8  | Finish                | Smooth, crevice-free surfaces. Welds ground and polished. Tube ends capped or sealed. No sharp edges or corners        |                                         |                |
| 2.9  | Dimensions and weight | Bidder to state overall length, width, height and weight. Must pass through standard ward doors and fit hospital lifts |                                         |                |
| 2.10 | Power                 | Non-electric. No mains or battery supply required                                                                      |                                         |                |

### 3. Mobility: Cement Floors and Heavy Use

The trolleys will travel long distances over cement floors with joints, cracks and thresholds, often fully loaded with hot drinks and crockery.

| No. | Requirement           | Specification                                                                                                                                                  | Bidder response | Complies (Y/N) |
|-----|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------|
| 3.1 | Castors               | Four swivel castors, minimum 100 mm diameter (125 mm preferred), with rubber or polyurethane tyres suited to rough cement floors. No small hard-plastic wheels |                 |                |
| 3.2 | Brakes                | At least two castors with a brake that holds the loaded trolley still                                                                                          |                 |                |
| 3.3 | Bearings and mounting | Sealed or ball bearings. Castors bolted to a reinforced mounting plate or fitted into the tubular frame with a secure stem, not welded to thin sheet           |                 |                |
| 3.4 | Castor material       | Corrosion-resistant housings that withstand washing and disinfectants                                                                                          |                 |                |
| 3.5 | Load rating           | Castors and frame rated for the full loaded weight with a safety margin. Bidder to state rated load per castor                                                 |                 |                |

# Zomba Central Hospital

PROC NO.: ZCH/RFQ/CATERING-EQUIP/10/26/REVISED

Date: 21<sup>st</sup> October, 2026

| No. | Requirement    | Specification                                                                                                                      | Bidder response | Complies (Y/N) |
|-----|----------------|------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------|
| 3.6 | Stability      | Trolley must not tip when loaded and pushed over joints and thresholds. Bidder to describe the design features that give stability |                 |                |
| 3.7 | Replaceability | Castors replaceable locally with common tools; bidder to state castor part number or specification                                 |                 |                |
| 3.8 | Bumpers        | Rubber or polymer bumpers or corner guards to protect walls and doorframes                                                         |                 |                |

## 4. Hygiene, Images and Manufacturer Data

**Hygiene.** The trolley must be cleanable by hand with hot water, detergent and standard hospital disinfectants (including chlorine-based solutions) without rusting or degrading. Surfaces must have no crevices where food or dirt can collect.

**Submission requirements.** 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, close-up of the tray edges and plinth or drip tray, castors and brakes, handle, 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, materials and grades, dimensions, tray clearances, load ratings, castor details and weight.
3. Written statement of **brand, model and catalogue number** offered.
4. **Manufacturer's authorisation** or confirmation that the bidder is an authorised distributor.
5. **Cleaning and care instructions** and assembly instructions (English), if the trolley is supplied flat-packed.
6. At least **two reference customers** (hospitals or institutional kitchens), ideally in Africa, who have used the same model for over a year.

## 5. Warranty, After-Sales Support and Spares

- Minimum warranty of **12 months** from delivery (24 months preferred), covering parts and labour.
- Warranty must explicitly cover frame and welds, trays, handle, and castors and brakes.
- State the warranty exclusions and the claim procedure.
- State who handles warranty claims in Malawi and how long a repair or replacement takes.
- Defective items under warranty to be repaired or replaced at the supplier's cost, including transport.
- Name the **local or regional service agent** with contact details, and state whether support is available in Malawi.
- Spare parts (castors, brakes, bumpers, trays) guaranteed available for at least **5 years**.

# Zomba Central Hospital

PROC NO.: ZCH/RFQ/CATERING-EQUIP/10/26/REVISED

Date: 21<sup>st</sup> October, 2026

- Quote a **recommended spares kit** (for example, one spare castor set per five trolleys) with unit prices, and the lead time for spares to Zomba.

## 6. Delivery and Commercial Terms

| No. | Requirement                                                                                       | Bidder response |
|-----|---------------------------------------------------------------------------------------------------|-----------------|
| 6.1 | Unit price (state currency)                                                                       |                 |
| 6.2 | Delivery to Zomba Central Hospital (state Incoterm and who pays freight, insurance and clearance) |                 |
| 6.3 | Delivery time from order                                                                          |                 |
| 6.4 | Quotation validity                                                                                | Minimum 60 days |
| 6.5 | Country of manufacture                                                                            |                 |
| 6.6 | Payment terms                                                                                     |                 |
| 6.7 | Packaging suitable for long road transport; state whether supplied assembled or flat-packed       |                 |

## 7. Evaluation

Quotations will be assessed on: (1) compliance with the technical specification in sections 2 to 4, (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.

## 8. 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:** \_\_\_\_\_

### 8.1 Technical compliance

| Ref | Requirement (summary)                                                              | Priority | Offered (brand, model, value) | Complies / Partially / Does not | Evidence (document, page) | Remarks |
|-----|------------------------------------------------------------------------------------|----------|-------------------------------|---------------------------------|---------------------------|---------|
| 2.1 | Three-tier mobile service trolley, non-electric                                    | M        |                               |                                 |                           |         |
| 2.2 | Stainless steel tubular frame; state grade, tube size and thickness                | M        |                               |                                 |                           |         |
| 2.3 | Three stainless steel trays with raised or rolled edges; state grade and thickness | M        |                               |                                 |                           |         |

# Zomba Central Hospital

PROC NO.: ZCH/RFQ/CATERING-EQUIP/10/26/REVISED

Date: 21<sup>st</sup> October, 2026

| Ref | Requirement (summary)                                               | Priority | Offered<br>(brand,<br>model,<br>value) | Complies<br>/ Partially<br>/ Does not | Evidence<br>(document,<br>page) | Remarks |
|-----|---------------------------------------------------------------------|----------|----------------------------------------|---------------------------------------|---------------------------------|---------|
| 2.4 | Plinth and drip trays suited to multiple teapots or flasks          | M        |                                        |                                       |                                 |         |
| 2.5 | Clear height between trays stated                                   | M        |                                        |                                       |                                 |         |
| 2.6 | Safe working load per tray and total stated (target 30 kg per tray) | M        |                                        |                                       |                                 |         |
| 2.7 | Stainless steel push handle, firmly fixed                           | M        |                                        |                                       |                                 |         |
| 2.8 | Smooth finish, ground welds, capped tube ends                       | M        |                                        |                                       |                                 |         |
| 2.9 | Dimensions and weight stated                                        | M        |                                        |                                       |                                 |         |
| 3.1 | Four swivel castors, 100 mm or larger, rubber or polyurethane tyres | M        |                                        |                                       |                                 |         |
| 3.2 | Brakes on at least two castors                                      | M        |                                        |                                       |                                 |         |
| 3.3 | Sealed bearings; secure castor mounting                             | M        |                                        |                                       |                                 |         |
| 3.4 | Corrosion-resistant castor housings                                 | M        |                                        |                                       |                                 |         |
| 3.5 | Castor load rating stated                                           | M        |                                        |                                       |                                 |         |
| 3.6 | Stable when loaded over joints and thresholds                       | M        |                                        |                                       |                                 |         |
| 3.7 | Castors replaceable locally; part number stated                     | M        |                                        |                                       |                                 |         |
| 3.8 | Bumpers or corner guards                                            | P        |                                        |                                       |                                 |         |
| 4   | Cleanable with hospital disinfectants; no crevices                  | M        |                                        |                                       |                                 |         |

## 8.2 Documents and information to be submitted

| Ref | Item                                                                   | Priority | Attached?<br>(Yes / No) | Document<br>name and<br>pages | Remarks |
|-----|------------------------------------------------------------------------|----------|-------------------------|-------------------------------|---------|
| 4.1 | Clear images of the exact model offered (front, side, top, tray edges) | M        |                         |                               |         |

## Zomba Central Hospital

PROC NO.: ZCH/RFQ/CATERING-EQUIP/10/26/REVISED

Date: 21<sup>st</sup> October, 2026

| Ref | Item                                               | Priority | Attached?<br>(Yes / No) | Document<br>name and<br>pages | Remarks |
|-----|----------------------------------------------------|----------|-------------------------|-------------------------------|---------|
|     | and plinth, castors and brakes, handle, nameplate) |          |                         |                               |         |
| 4.2 | Manufacturer's datasheet or fact sheet             | M        |                         |                               |         |
| 4.3 | Statement of brand, model and catalogue number     | M        |                         |                               |         |
| 4.4 | Manufacturer's authorisation or distributor letter | P        |                         |                               |         |
| 4.5 | Cleaning, care and assembly instructions (English) | M        |                         |                               |         |
| 4.6 | Two reference customers with contact details       | P        |                         |                               |         |

### 8.3 Warranty and after-sales support

| Ref | Requirement                                                           | Priority | Bidder<br>response | Complies<br>/ Partially<br>/ Does not | Evidence<br>(document,<br>page) |
|-----|-----------------------------------------------------------------------|----------|--------------------|---------------------------------------|---------------------------------|
| 5.1 | Warranty period (minimum 12 months; 24 preferred)                     | M        |                    |                                       |                                 |
| 5.2 | Warranty covers frame and welds, trays, handle, castors and brakes    | M        |                    |                                       |                                 |
| 5.3 | Warranty exclusions and claim procedure stated                        | M        |                    |                                       |                                 |
| 5.4 | Warranty claims handled in Malawi; repair or replacement time stated  | M        |                    |                                       |                                 |
| 5.5 | Defects repaired or replaced at supplier's cost, including transport  | M        |                    |                                       |                                 |
| 5.6 | Local or regional service agent named, with contact details           | M        |                    |                                       |                                 |
| 5.7 | Spare parts guaranteed for at least 5 years                           | M        |                    |                                       |                                 |
| 5.8 | Recommended spares kit quoted with unit prices and lead time to Zomba | M        |                    |                                       |                                 |

### 8.4 Commercial compliance

| Ref | Requirement                        | Bidder response | Complies /<br>Partially / Does<br>not |
|-----|------------------------------------|-----------------|---------------------------------------|
| 6.1 | Unit price and currency stated     |                 |                                       |
| 6.2 | Delivery to Zomba; Incoterm stated |                 |                                       |

# Zomba Central Hospital

PROC NO.: ZCH/RFQ/CATERING-EQUIP/10/26/REVISED

Date: 21<sup>st</sup> October, 2026

| Ref | Requirement                                                                 | Bidder response | Complies / Partially / Does not |
|-----|-----------------------------------------------------------------------------|-----------------|---------------------------------|
| 6.3 | Delivery time from order                                                    |                 |                                 |
| 6.4 | Quotation valid for at least 60 days                                        |                 |                                 |
| 6.5 | Payment terms stated                                                        |                 |                                 |
| 6.6 | Packaging suitable for long road transport; assembled or flat-packed stated |                 |                                 |

## 9. Bidder Declaration

Bidder name: \_\_\_\_\_ Brand and model offered: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## 2. 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 |                                         |                |

## Zomba Central Hospital

PROC NO.: ZCH/RFQ/CATERING-EQUIP/10/26/REVISED

Date: 21<sup>st</sup> October, 2026

| No.  | Requirement           | Specification                                                                                                                                                           | Bidder response<br>(brand /<br>model /<br>value) | Complies<br>(Y/N) |
|------|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|-------------------|
| 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           |                                                  |                   |
| 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                             |                                                  |                   |

## Zomba Central Hospital

PROC NO.: ZCH/RFQ/CATERING-EQUIP/10/26/REVISED

Date: 21<sup>st</sup> October, 2026

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

# Zomba Central Hospital

PROC NO.: ZCH/RFQ/CATERING-EQUIP/10/26/REVISED

Date: 21<sup>st</sup> October, 2026

## 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 |

## Zomba Central Hospital

PROC NO.: ZCH/RFQ/CATERING-EQUIP/10/26/REVISED

Date: 21<sup>st</sup> October, 2026

| No. | Requirement                                                                           | Bidder response |
|-----|---------------------------------------------------------------------------------------|-----------------|
| 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                      | M        |                               |                                 |                           |         |

## Zomba Central Hospital

PROC NO.: ZCH/RFQ/CATERING-EQUIP/10/26/REVISED

Date: 21<sup>st</sup> October, 2026

| Ref  | Requirement (summary)                                                            | Priority | Offered<br>(brand,<br>model,<br>value) | Complies<br>/ Partially<br>/ Does not | Evidence<br>(document,<br>page) | Remarks |
|------|----------------------------------------------------------------------------------|----------|----------------------------------------|---------------------------------------|---------------------------------|---------|
|      | above 60 °C); state test data                                                    |          |                                        |                                       |                                 |         |
| 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        |                                        |                                       |                                 |         |
| 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        |                                        |                                       |                                 |         |

## Zomba Central Hospital

PROC NO.: ZCH/RFQ/CATERING-EQUIP/10/26/REVISED

Date: 21<sup>st</sup> October, 2026

### 11.2 Documents and information to be submitted

| Ref | Item                                                                                                                     | Priority | Attached?<br>(Yes / No) | Document<br>name and<br>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<br>response | Complies<br>/ Partially<br>/ Does not | Evidence<br>(document,<br>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        |                    |                                       |                                 |

# Zomba Central Hospital

PROC NO.: ZCH/RFQ/CATERING-EQUIP/10/26/REVISED

Date: 21<sup>st</sup> October, 2026

| Ref | Requirement                            | Priority | Bidder response | Complies / Partially / Does not | Evidence (document, page) |
|-----|----------------------------------------|----------|-----------------|---------------------------------|---------------------------|
| 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: \_\_\_\_\_

### 3. Technical Specification: Floor-Standing Stainless Steel Bandsaw (Three Phase)

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

#### 1. Purpose and Items Required

Zomba Central Hospital invites quotations for a floor-standing, three-phase meat bandsaw with stainless steel construction, for cutting fresh and frozen meat and bone in the hospital kitchen. It will be used daily in a busy 650-bed tertiary hospital, must tolerate an unstable power supply, and must be easy to strip down and clean. The specification is brand-neutral: bidders must state the brand and model offered and show how it meets each requirement.

| No. | Item                                                                                                             | Quantity  |
|-----|------------------------------------------------------------------------------------------------------------------|-----------|
| 1   | Floor-standing meat bandsaw, stainless steel, three phase, with sliding table, waste tray and safety brake motor | 1         |
| 2   | Spare blades (see section 5)                                                                                     | As quoted |
| 3   | Other recommended spare parts (see section 5)                                                                    | As quoted |

## Zomba Central Hospital

PROC NO.: ZCH/RFQ/CATERING-EQUIP/10/26/REVISED

Date: 21<sup>st</sup> October, 2026

### 2. Technical Specification

| No.  | Requirement                | Specification                                                                                                                                                                | Bidder response<br>(brand / model / value) | Complies (Y/N) |
|------|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|----------------|
| 2.1  | Type                       | Floor-standing electric meat and bone bandsaw for fresh and frozen meat, on a heavy base                                                                                     |                                            |                |
| 2.2  | Body and doors             | Stainless steel body and doors (full stainless steel preferred; if any part is mild steel, it must be coated for protection against rust and bidder must state which parts)  |                                            |                |
| 2.3  | Work table                 | Stainless steel work table that slides smoothly, to reduce effort when pushing the meat through the blade. Bidder to state table dimensions                                  |                                            |                |
| 2.4  | Food contact parts         | All surfaces and parts that touch food in AISI 304 stainless steel                                                                                                           |                                            |                |
| 2.5  | Saw wheels                 | Cast iron saw wheels running on heavy-duty bearings. Bidder to state wheel diameter                                                                                          |                                            |                |
| 2.6  | Blade cleaning             | Heavy-duty scrapers on both wheels and a tension scraper assembly that keeps the blade free of bone dust and debris                                                          |                                            |                |
| 2.7  | Blade guides               | Metal blade guides supporting the blade above and below the cut, adjustable                                                                                                  |                                            |                |
| 2.8  | Blade tension              | Spring-loaded blade tensioning system, adjustable without special tools                                                                                                      |                                            |                |
| 2.9  | Blade and cutting capacity | Bidder to state blade length and width, vertical cutting clearance (cutting height) and horizontal clearance (throat width), and the thickness of cut the machine can handle |                                            |                |
| 2.10 | Motor                      | Three-phase electric motor with brake. Bidder to state power (kW and HP); 1.5 kW (2 HP) or more preferred                                                                    |                                            |                |
| 2.11 | Waste handling             | Removable waste or bone-dust tray (or box) that can be emptied and washed easily                                                                                             |                                            |                |
| 2.12 | Base                       | Heavy base with adjustable levelling feet so the machine stands steady on a cement floor                                                                                     |                                            |                |

## Zomba Central Hospital

PROC NO.: ZCH/RFQ/CATERING-EQUIP/10/26/REVISED

Date: 21<sup>st</sup> October, 2026

| No.  | Requirement           | Specification                                                                                                         | Bidder response<br>(brand /<br>model /<br>value) | Complies<br>(Y/N) |
|------|-----------------------|-----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|-------------------|
| 2.13 | Dimensions and weight | Bidder to state overall length, width, height and weight. Must pass through kitchen doors and fit the available space |                                                  |                   |
| 2.14 | Standards             | SABS-compliant or equivalent (CE or other recognized standard). State the standard and supply the certificate         |                                                  |                   |

### 3. Electrical Supply, Power Resilience and Safety

ZCH has an unstable power supply with unpredictable power cuts and voltage changes. The machine must be safe through these events and must not restart on its own when power returns.

| No. | Requirement                  | Specification                                                                                                                                   | Bidder response | Complies<br>(Y/N) |
|-----|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------------|
| 3.1 | Supply                       | Three phase, 380/400 V, 50 Hz (Malawi mains). Bidder to state full-load current, starting current and recommended supply cable and breaker size |                 |                   |
| 3.2 | Brake motor                  | Electro-mechanical brake motor that stops the blade immediately when the machine is switched off, when power fails, or when a door is opened    |                 |                   |
| 3.3 | Door interlock               | Doors fitted with a safety interlock so the machine cannot run with a door open, and stops automatically if a door is opened while running      |                 |                   |
| 3.4 | No restart after power cut   | No-volt release (or equivalent) so the machine stays off after a power cut and must be restarted deliberately by the operator                   |                 |                   |
| 3.5 | Phase and voltage protection | Phase-failure and under/over-voltage protection (built in or supplied as a separate protection relay). Bidder to state what is offered          |                 |                   |
| 3.6 | Motor overload               | Thermal overload protection on the motor, with a manual reset                                                                                   |                 |                   |
| 3.7 | Controls                     | Clearly marked start and stop buttons, sealed against water and dust, with an easily reached stop. Isolator or emergency stop preferred         |                 |                   |

# Zomba Central Hospital

PROC NO.: ZCH/RFQ/CATERING-EQUIP/10/26/REVISED

Date: 21<sup>st</sup> October, 2026

| No.  | Requirement             | Specification                                                                                                                   | Bidder response | Complies (Y/N) |
|------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------|
| 3.8  | Blade guarding          | Blade fully enclosed except at the cutting point, with an adjustable guard over the cutting area                                |                 |                |
| 3.9  | Generator compatibility | Suitable for operation on a standby generator. Bidder to state the minimum generator size recommended                           |                 |                |
| 3.10 | Cable and plug          | Supply cable of at least 3 m with a suitable industrial plug, or a clear statement of what the hospital electrician must supply |                 |                |

## 4. Hygiene, Images and Manufacturer Data

**Hygiene.** All parts that touch meat must be removable or fully accessible for cleaning with hot water, detergent and hospital disinfectants (including chlorine-based solutions). Doors, table, scrapers and waste tray must come off without special tools. Surfaces must have no crevices where meat, fat or bone dust can collect.

**Submission requirements.** 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 with doors closed, view with doors open showing wheels and blade path, work table, blade guides and guard, controls and switches, waste tray, base and levelling feet, and the nameplate or rating label.
2. **Manufacturer's datasheet or fact sheet** (issued by the manufacturer, not rewritten by the supplier) showing brand, model, country of manufacture, materials and grades, motor power and voltage, blade size, cutting capacity, dimensions and weight, and safety features.
3. Written statement of **brand, model and catalogue number** offered.
4. **Manufacturer's authorisation** or confirmation that the bidder is an authorised distributor. (*Preferred if available*)
5. **Safety or standards certificate** (SABS, CE or equivalent).
6. **User manual, cleaning instructions and wiring diagram** (English).
7. At least **two reference customers** (hospitals, butcheries or institutional kitchens), ideally in Africa, who have used the same model for over a year.

## 5. Warranty, After-Sales Support and Spares

- Minimum warranty of **12 months** from delivery (24 months preferred), covering parts and labour.
- Warranty must explicitly cover: motor and brake, door safety switches and interlock, saw wheels and bearings, blade guides, scrapers, sliding table, and welds and body.
- State the warranty exclusions (for example, blades as wear items) and the claim procedure.
- State who handles warranty claims in Malawi and how long a repair or replacement takes.
- Defective items under warranty to be repaired or replaced at the supplier's cost, including transport.

# Zomba Central Hospital

PROC NO.: ZCH/RFQ/CATERING-EQUIP/10/26/REVISED

Date: 21<sup>st</sup> October, 2026

- Name the **local or regional service agent** with contact details, and state whether technician support is available in Malawi.
- Spare parts guaranteed available for at least **5 years**.
- Supply **at least 20 spare blades** with the machine, and state blade size, tooth pitch and unit price for reorders.
- Quote a **recommended spares kit** with unit prices, including scrapers, blade guides, tension spring, door safety switch, brake parts and bearings, and the lead time for spares to Zomba.
- Provide **operator and maintenance training** (on delivery or in writing), covering safe use, blade changing, cleaning and daily checks.

## 6. Delivery and Commercial Terms

| No. | Requirement                                                                                       | Bidder response |
|-----|---------------------------------------------------------------------------------------------------|-----------------|
| 6.1 | Unit price (state currency)                                                                       |                 |
| 6.2 | Delivery to Zomba Central Hospital (state Incoterm and who pays freight, insurance and clearance) |                 |
| 6.3 | Installation and commissioning by the supplier, including a test run on three-phase power         |                 |
| 6.4 | Delivery time from order                                                                          |                 |
| 6.5 | Quotation validity                                                                                | Minimum 90 days |
| 6.6 | Country of manufacture                                                                            |                 |
| 6.7 | Payment terms                                                                                     |                 |
| 6.8 | Packaging suitable for long road transport                                                        |                 |

## 7. Evaluation

Quotations will be assessed on: (1) compliance with the technical specification in sections 2 to 4, with safety and power protection given particular weight, (2) completeness of images and manufacturer data, (3) warranty and local after-sales support, (4) availability and price of spares and blades, (5) delivery and commissioning, and (6) total price. Evidence of durability in comparable hospital or heavy-use settings will be considered.

## 8. 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:** \_\_\_\_\_

## Zomba Central Hospital

PROC NO.: ZCH/RFQ/CATERING-EQUIP/10/26/REVISED

Date: 21<sup>st</sup> October, 2026

### 8.1 Technical compliance

| Ref  | Requirement (summary)                                                  | Priority | Offered<br>(brand,<br>model,<br>value) | Complies<br>/ Partially<br>/ Does not | Evidence<br>(document,<br>page) | Remarks |
|------|------------------------------------------------------------------------|----------|----------------------------------------|---------------------------------------|---------------------------------|---------|
| 2.1  | Floor-standing meat and bone bandsaw                                   | M        |                                        |                                       |                                 |         |
| 2.2  | Stainless steel body and doors; any mild steel parts stated and coated | M        |                                        |                                       |                                 |         |
| 2.3  | Stainless steel sliding work table; dimensions stated                  | M        |                                        |                                       |                                 |         |
| 2.4  | All food contact parts AISI 304 stainless steel                        | M        |                                        |                                       |                                 |         |
| 2.5  | Cast iron saw wheels, heavy-duty bearings                              | M        |                                        |                                       |                                 |         |
| 2.6  | Scrapers on both wheels and tension scraper assembly                   | M        |                                        |                                       |                                 |         |
| 2.7  | Metal blade guides, adjustable                                         | M        |                                        |                                       |                                 |         |
| 2.8  | Spring-loaded blade tension, adjustable                                | M        |                                        |                                       |                                 |         |
| 2.9  | Blade length and width, cutting height and throat width stated         | M        |                                        |                                       |                                 |         |
| 2.10 | Three-phase brake motor; power stated (1.5 kW or more preferred)       | M        |                                        |                                       |                                 |         |
| 2.11 | Removable waste or bone-dust tray                                      | M        |                                        |                                       |                                 |         |
| 2.12 | Heavy base with levelling feet                                         | M        |                                        |                                       |                                 |         |
| 2.13 | Dimensions and weight stated                                           | M        |                                        |                                       |                                 |         |
| 2.14 | SABS, CE or equivalent standard; certificate supplied                  | M        |                                        |                                       |                                 |         |
| 3.1  | 380/400 V, 50 Hz three phase; currents and cable size stated           | M        |                                        |                                       |                                 |         |

## Zomba Central Hospital

PROC NO.: ZCH/RFQ/CATERING-EQUIP/10/26/REVISED

Date: 21<sup>st</sup> October, 2026

| Ref  | Requirement (summary)                                                 | Priority | Offered<br>(brand,<br>model,<br>value) | Complies<br>/ Partially<br>/ Does not | Evidence<br>(document,<br>page) | Remarks |
|------|-----------------------------------------------------------------------|----------|----------------------------------------|---------------------------------------|---------------------------------|---------|
| 3.2  | Brake motor stops blade on switch-off, power failure and door opening | M        |                                        |                                       |                                 |         |
| 3.3  | Door interlock                                                        | M        |                                        |                                       |                                 |         |
| 3.4  | No restart after power cut                                            | M        |                                        |                                       |                                 |         |
| 3.5  | Phase-failure and under/over-voltage protection                       | M        |                                        |                                       |                                 |         |
| 3.6  | Motor thermal overload with manual reset                              | M        |                                        |                                       |                                 |         |
| 3.7  | Sealed controls with clearly marked start and stop                    | M        |                                        |                                       |                                 |         |
| 3.8  | Blade fully enclosed with adjustable guard                            | M        |                                        |                                       |                                 |         |
| 3.9  | Generator compatibility; minimum generator size stated                | P        |                                        |                                       |                                 |         |
| 3.10 | Supply cable of 3 m or more with plug, or electrician needs stated    | P        |                                        |                                       |                                 |         |
| 4    | Fully cleanable without special tools; no crevices                    | M        |                                        |                                       |                                 |         |

### 8.2 Documents and information to be submitted

| Ref | Item                                                                                                                  | Priority | Attached?<br>(Yes / No) | Document<br>name and<br>pages | Remarks |
|-----|-----------------------------------------------------------------------------------------------------------------------|----------|-------------------------|-------------------------------|---------|
| 4.1 | Clear images of the exact model offered (doors closed and open, table, guides, controls, waste tray, base, nameplate) | M        |                         |                               |         |
| 4.2 | Manufacturer's datasheet or fact sheet                                                                                | P        |                         |                               |         |
| 4.3 | Statement of brand, model and catalogue number                                                                        | M        |                         |                               |         |
| 4.4 | Manufacturer's authorisation or distributor letter                                                                    | M        |                         |                               |         |
| 4.5 | Safety or standards certificate                                                                                       | M        |                         |                               |         |

# Zomba Central Hospital

PROC NO.: ZCH/RFQ/CATERING-EQUIP/10/26/REVISED

Date: 21<sup>st</sup> October, 2026

| Ref | Item                                                            | Priority | Attached?<br>(Yes / No) | Document<br>name and<br>pages | Remarks |
|-----|-----------------------------------------------------------------|----------|-------------------------|-------------------------------|---------|
| 4.6 | User manual, cleaning instructions and wiring diagram (English) | M        |                         |                               |         |
| 4.7 | Two reference customers with contact details                    | P        |                         |                               |         |

## 8.3 Warranty and after-sales support

| Ref  | Requirement                                                                                                    | Priority | Bidder<br>response | Complies<br>/ Partially<br>/ Does not | Evidence<br>(document,<br>page) |
|------|----------------------------------------------------------------------------------------------------------------|----------|--------------------|---------------------------------------|---------------------------------|
| 5.1  | Warranty period (minimum 12 months; 24 preferred)                                                              | M        |                    |                                       |                                 |
| 5.2  | Warranty covers motor and brake, safety switches, wheels and bearings, guides, scrapers, table, welds and body | M        |                    |                                       |                                 |
| 5.3  | Warranty exclusions and claim procedure stated                                                                 | M        |                    |                                       |                                 |
| 5.4  | Warranty claims handled in Malawi; repair or replacement time stated                                           | M        |                    |                                       |                                 |
| 5.5  | Defects repaired or replaced at supplier's cost, including transport                                           | M        |                    |                                       |                                 |
| 5.6  | Local or regional service agent named, with contact details                                                    | M        |                    |                                       |                                 |
| 5.7  | Spare parts guaranteed for at least 5 years                                                                    | M        |                    |                                       |                                 |
| 5.8  | Spare blades supplied; blade size, pitch and reorder price stated                                              | M        |                    |                                       |                                 |
| 5.9  | Recommended spares kit quoted with unit prices and lead time to Zomba                                          | M        |                    |                                       |                                 |
| 5.10 | Operator and maintenance training provided                                                                     | P        |                    |                                       |                                 |

## 8.4 Commercial compliance

| Ref | Requirement                        | Bidder response | Complies /<br>Partially / Does<br>not |
|-----|------------------------------------|-----------------|---------------------------------------|
| 6.1 | Unit price and currency stated     |                 |                                       |
| 6.2 | Delivery to Zomba; Incoterm stated |                 |                                       |

# Zomba Central Hospital

PROC NO.: ZCH/RFQ/CATERING-EQUIP/10/26/REVISED

Date: 21<sup>st</sup> October, 2026

| Ref | Requirement                                                             | Bidder response | Complies / Partially / Does not |
|-----|-------------------------------------------------------------------------|-----------------|---------------------------------|
| 6.3 | Installation and commissioning, including test run on three-phase power |                 |                                 |
| 6.4 | Delivery time from order                                                |                 |                                 |
| 6.5 | Quotation valid for at least 90 days                                    |                 |                                 |
| 6.6 | Payment terms stated                                                    |                 |                                 |
| 6.7 | Packaging suitable for long road transport                              |                 |                                 |

## 9. Bidder Declaration

Bidder name: \_\_\_\_\_ Brand and model offered: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

## Evaluation Matrix: ZCH Catering Equipment Quotations

### Zomba Central Hospital (ZCH) | Evaluation Committee Working Document

#### 1. Purpose and Scope

This matrix is used by the evaluation committee to assess quotations received against the ZCH technical specifications for catering equipment: the insulated bulk food trolley, the three-tier tea/food service trolley and the floor-standing three-phase bandsaw. Use a separate copy for each item. Evaluation is in two stages: a preliminary pass/fail examination (section 2), then weighted scoring of the quotations that pass (sections 3 and 4). Every score must be backed by evidence in the bidder's submission, and the reason for the score must be written in the remark's column.

|                               |  |
|-------------------------------|--|
| Item being evaluated          |  |
| RFQ reference                 |  |
| Date of evaluation            |  |
| Number of quotations received |  |

#### 2. Stage 1: Preliminary Examination (Pass / Fail)

A quotation that fails a mandatory item here may be rejected, or the committee may request a written clarification once, with a deadline. Record the decision.

| No. | Check                                               | Bidder A<br>(Pass / Fail) | Bidder B<br>(Pass / Fail) | Bidder C<br>(Pass / Fail) | Bidder D<br>(Pass / Fail) | Remarks |
|-----|-----------------------------------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------|
| 1   | Quotation received before the closing date and time |                           |                           |                           |                           |         |

## Zomba Central Hospital

PROC NO.: ZCH/RFQ/CATERING-EQUIP/10/26/REVISED

Date: 21<sup>st</sup> October, 2026

| No. | Check                                                                              | Bidder<br>A<br>(Pass /<br>Fail) | Bidder<br>B<br>(Pass /<br>Fail) | Bidder<br>C<br>(Pass /<br>Fail) | Bidder<br>D<br>(Pass /<br>Fail) | Remarks |
|-----|------------------------------------------------------------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------|
| 2   | Brand, model and catalogue number clearly stated                                   |                                 |                                 |                                 |                                 |         |
| 3   | Manufacturer's datasheet or fact sheet attached                                    |                                 |                                 |                                 |                                 |         |
| 4   | Clear images of the exact model attached (all views required in the specification) |                                 |                                 |                                 |                                 |         |
| 5   | Manufacturer's authorisation or distributor letter attached                        |                                 |                                 |                                 |                                 |         |
| 6   | Completed bidder compliance schedule, with no blank rows                           |                                 |                                 |                                 |                                 |         |
| 7   | All mandatory (M) technical items answered "Complies", or clarification accepted   |                                 |                                 |                                 |                                 |         |
| 8   | Warranty of at least 12 months offered                                             |                                 |                                 |                                 |                                 |         |
| 9   | Unit price stated with currency; delivery terms (Incoterm) to Zomba stated         |                                 |                                 |                                 |                                 |         |
| 10  | Quotation valid for at least 60 days                                               |                                 |                                 |                                 |                                 |         |
| 11  | Signed bidder declaration                                                          |                                 |                                 |                                 |                                 |         |
|     | <b>Overall result (Proceed / Reject / Clarify)</b>                                 |                                 |                                 |                                 |                                 |         |

### 3. Stage 2: Weighted Scoring

Each committee member scores every criterion from 0 to 5 using the scoring guide below. The weighted score is **(score / 5) x weight**. Total possible: 100 points.

#### 3.1 Criteria and weights

| No. | Criterion                    | Weight | What the committee looks for                                                                              |
|-----|------------------------------|--------|-----------------------------------------------------------------------------------------------------------|
| A   | Technical compliance         | 35     | How fully the offer meets the specification, with evidence (see section 3.3 for focus by item)            |
| B   | Images and manufacturer data | 10     | Clear, exact-model images; genuine manufacturer datasheet; certificates and manuals supplied              |
| C   | Warranty                     | 10     | Length (12 months minimum, 24 preferred), breadth of cover, claim procedure, who honours claims in Malawi |

# Zomba Central Hospital

PROC NO.: ZCH/RFQ/CATERING-EQUIP/10/26/REVISED

Date: 21<sup>st</sup> October, 2026

| No. | Criterion                     | Weight     | What the committee looks for                                                          |
|-----|-------------------------------|------------|---------------------------------------------------------------------------------------|
| D   | After-sales support           | 10         | Named local or regional agent, technician access to Malawi, training, response times  |
| E   | Spares availability and price | 10         | 3-year spares guarantee, spares kit priced, lead time to Zomba, wear items affordable |
| F   | Delivery and commissioning    | 5          | Delivery time, Incoterm clarity, packaging, installation and testing where required   |
| G   | Price                         | 20         | Calculated by formula (section 3.4)                                                   |
|     | <b>Total</b>                  | <b>100</b> |                                                                                       |

**Technical threshold.** A quotation scoring less than 70% of the available points under criterion A (less than 24.5 of 35) is not considered further, whatever its price.

## 3.2 Scoring guide (criteria A to F)

| Score | Meaning                                                      |
|-------|--------------------------------------------------------------|
| 5     | Fully meets or exceeds the requirement, with clear evidence  |
| 4     | Meets the requirement with minor gaps that do not affect use |
| 3     | Meets most of the requirement; some gaps or evidence missing |
| 2     | Meets part of the requirement; significant gaps              |
| 1     | Barely meets the requirement; evidence is weak or unclear    |
| 0     | Does not meet the requirement, or no information given       |

## 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                            |
| Three-tier tea / food service trolley | Stainless frame and tray grades; plinth and drip trays; safe load per tray; tray spacing; castor size, tyres, plate mounting and brakes; stability when loaded                                                                                       |
| Floor-standing bandsaw                | Stainless construction and AISI 304 food-contact parts; brake motor and door interlock; no restart after power cut; phase and voltage protection; blade size and cutting capacity; motor power; SABS, CE or equivalent certificate; ease of cleaning |

## Zomba Central Hospital

PROC NO.: ZCH/RFQ/CATERING-EQUIP/10/26/REVISED

Date: 21<sup>st</sup> October, 2026

### 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<br>(score /<br>weighted<br>) | Bidder B<br>(score /<br>weighted<br>) | Bidder C<br>(score /<br>weighted<br>) | Bidder D<br>(score /<br>weighted<br>) | Remarks<br>and<br>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         |                                       |                                       |                                       |                                       |                            |
|     | <b>Total (out of 100)</b>     | <b>100</b> |                                       |                                       |                                       |                                       |                            |

### 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      |                         |                             |                                 |                          |      |

## Zomba Central Hospital

PROC NO.: ZCH/RFQ/CATERING-EQUIP/10/26/REVISED

Date: 21<sup>st</sup> October, 2026

| Bidder | Brand and model offered | Technical score (out of 35) | Passed 70% technical threshold? | Total score (out of 100) | Rank |
|--------|-------------------------|-----------------------------|---------------------------------|--------------------------|------|
| 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:

# Zomba Central Hospital

PROC NO.: ZCH/RFQ/CATERING-EQUIP/10/26/REVISED

Date: 21<sup>st</sup> October, 2026

- 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**]<sup>1</sup>

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**]<sup>2</sup>

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**]

\_\_\_\_\_

<sup>1</sup> 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.

<sup>2</sup> 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**

**PROC NO.: ZCH/RFQ/CATERING-EQUIP/10/26/REVISED**

**Date: 21<sup>st</sup> October, 2026**

**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: | _____<br>(DD/MM/YY) |

Authorised for and on behalf of:

Company: \_\_\_\_\_

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

**Zomba Central Hospital**

**PROC NO.: ZCH/RFQ/CATERING-EQUIP/10/26/REVISED**

**Date: 21<sup>st</sup> October, 2026**

**GENERAL CONDITIONS OF CONTRACT FOR LOCAL PURCHASE ORDERS**

**TABLE OF CONTENTS**

Definitions ..... 34

Country of Origin ..... 34

Standards ..... 35

Patent Rights..... 35

Inspections and Tests..... 35

Packing ..... 36

Delivery and Documents ..... 36

Insurance ..... 36

Transportation ..... 37

Incidental Services ..... 37

Spare Parts ..... 37

Warranty ..... 38

Payment ..... 38

Prices ..... 38

Contract Amendments ..... 39

Assignment ..... 39

Delays in the Supplier’s Performance ..... 39

Liquidated Damages ..... 39

Termination for Default..... 39

Force Majeure..... 40

Termination for Convenience..... 41

Settlement of Disputes.....**Error! Bookmark not defined.**

Limitation of Liability ..... 42

Governing Language ..... 42

Applicable Law ..... 42

Notices..... 42

Taxes and Duties ..... 42

## **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.

# **Zomba Central Hospital**

**PROC NO.: ZCH/RFQ/CATERING-EQUIP/10/26/REVISED**

**Date: 21<sup>st</sup> October, 2026**

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.

# **Zomba Central Hospital**

**PROC NO.: ZCH/RFQ/CATERING-EQUIP/10/26/REVISED**

**Date: 21<sup>st</sup> October, 2026**

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**

8.1 Goods 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;

# **Zomba Central Hospital**

**PROC NO.: ZCH/RFQ/CATERING-EQUIP/10/26/REVISED**

**Date: 21<sup>st</sup> October, 2026**

- (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,

# **Zomba Central Hospital**

**PROC NO.: ZCH/RFQ/CATERING-EQUIP/10/26/REVISED**

**Date: 21<sup>st</sup> October, 2026**

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

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# **Zomba Central Hospital**

**PROC NO.: ZCH/RFQ/CATERING-EQUIP/10/26/REVISED**

**Date: 21<sup>st</sup> October, 2026**

- (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.

# **Zomba Central Hospital**

**PROC NO.: ZCH/RFQ/CATERING-EQUIP/10/26/REVISED**

**Date: 21<sup>st</sup> October, 2026**

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

# **Zomba Central Hospital**

**PROC NO.: ZCH/RFQ/CATERING-EQUIP/10/26/REVISED**

**Date: 21<sup>st</sup> October, 2026**

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).

24.4 Notwithstanding 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**

## **Zomba Central Hospital**

**PROC NO.: ZCH/RFQ/CATERING-EQUIP/10/26/REVISED**

**Date: 21<sup>st</sup> October, 2026**

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