Tel. No. 01525156
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Email:

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

REQUEST FOR QUOTATIONS (FOR GOODS)

Procurement Number: ZCH/RFQ/THEATER-BED/TROLLEY/11/2026 **Date: 13th November, 2026**

……

…….....

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

SECTION A: QUOTATION REQUIREMENTS:

1) Description of Goods: Procurement of **Theater Beds and Trolley for ZCH**

2) Quotation prices should be based on: **Malawi Kwacha**

(a) for goods supplied from within Malawi; EXW – insured and delivered to: **DDP/ DAP (Delivery at Place) - Insured and delivered at Zomba Central Hospital**

(b) for goods supplied from outside of Malawi; CIP or DDP **and delivered at Zomba Central Hospital**

3) The Delivery period required is **14 days** from date of order.

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

5) The warranty/guarantee offered shall be:

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

7) Quotations must be received, in sealed envelopes, no later than: **18thNovember, 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

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

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

SECTION B: QUOTATION SUBMISSION SHEET

1. Currency of Quotation: *Malawi Kwacha*

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

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

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

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

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

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

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

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

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

……..

……..

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

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

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

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

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

Signature: _____ Name: _____

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

Authorised for and on behalf of (Company name):

Company: _____

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Registered Address:

_____

_____

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

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

Item No	Description of Goods	Unit of Measure	Bidders specification compliance offered (Comply with specification in the column below for item quoted)	Qty	Delivered Unit Price Kwacha	Delivered Total Price Kwacha
1	Theater Beds	Each		2		
2	Anasthesia Trolleys	Each		2		
Sub Total						
17.5% VAT						
Grand Total						
PPDA Levy						

NB: *See attached page for Technical Specification's*

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Procurement Number: ZCH/RFQ/THEATER-BED/TROLLEY/10/2026 **Date: 13th November, 2026**

Technical Specifications: Electro-Hydraulic Operating Theatre Table

Purpose, scope and quantity

Zomba Central Hospital (ZCH) invites quotations for a universal electro-hydraulic operating table with battery backup. It will be used in the main theatre for general surgery, urology, gynaecology and obstetrics (including caesarean section), ENT, and orthopaedic and trauma procedures under C-arm imaging.

Because power at ZCH is unreliable, the table must keep working through mains cuts: a sealed rechargeable battery for normal use, and a **manual emergency pump** that can lower the table and return it to level if both mains and battery fail. ***The theatre has a C-arm, so the radiolucent imaging window and unobstructed C-arm access are mandatory.***

The table must come with a preventive maintenance kit, a spare battery and a spare hand remote, so the hospital's own technicians can keep it working without waiting for imported parts. **Bidders must state the brand, model and country of manufacture** for our own verification.

Quantity required: [quantity to be confirmed] table(s), each with all standard accessories and the preventive maintenance kit.

Technical specifications

Parameter	Minimum requirement
Type	Universal electro-hydraulic operating table, mobile and floor-standing, driven by an electric pump with a rechargeable battery
Intended use	General surgery, urology, gynaecology and obstetrics, ENT, orthopaedic and trauma procedures with C-arm. Skull-clamp neurosurgery and fracture-table traction are not required; adaptors are optional items in Part B of the price schedule
Mains supply	100 to 240 V AC, 50/60 Hz, with a plug for Malawi (BS 1363, type G) or a suitable adaptor; tolerates mains fluctuation without damage or loss of position
Backup battery	Internal sealed rechargeable battery (sealed lead-acid or lithium) giving at least 80 operations per full charge, where one operation is a full raise from the lowest to the highest position and back down; charges automatically from the mains; table usable while charging; charge-level indicator; replaceable by a technician without special tools
Manual emergency override	Foot- or hand-operated hydraulic pump that can at least lower the table and return it to level with no mains and no battery; full-function override preferred
Controls	Wired hand remote with illuminated indicators and a cable of at least 2 m, sealed against fluid; auxiliary

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Parameter	Minimum requirement
	control panel in the column or base that works independently of the remote; master power switch and emergency stop button; one-touch return to level preferred
Height adjustment	Powered up and down. Lowest position 750 mm or lower (700 mm preferred); highest position 1,000 mm or higher (1,050 mm preferred). State whether measured with or without the mattress
Overall length / width	About 2,050 mm / 560 mm (±50 mm); width includes the side rails
Sections	4 or 5 sections: head, back, seat and two leg sections
Trendelenburg / reverse Trendelenburg	Powered, at least 25° / 25° (30° preferred)
Lateral tilt	Powered, at least 20° left and right (25° preferred)
Back section	At least 70° up and 30° down (40° down preferred); powered or gas-spring assisted
Headrest	At least 45° up and 45° down; manual or gas-spring assisted; removable
Leg sections	Split two-piece legs, independently adjustable and removable: at least 90° down, 20° up and 90° lateral abduction
Longitudinal slide	Tabletop slides at least 250 mm relative to the column to give C-arm access along the patient; a manual slide with a positive lock is acceptable, motorised preferred
Safe working load	At least 250 kg evenly distributed (300 kg preferred). State the load limit when the table is tilted, flexed or has the leg sections in use
Radiolucent imaging window	Continuous radiolucent window of at least 900 mm covering head, thorax and pelvis, with no metal frame or cross-member in the imaging field; attenuation of 1.0 mm aluminium equivalent or less (state tested value). State the window length and whether the longitudinal slide is needed to reach it
C-arm access	Unobstructed C-arm access from both sides and from the head end without moving the patient; column and base must not obstruct the C-arm. Compatibility with an X-ray cassette holder or tunnel preferred (state sizes)
Column, base cover and frame	Surgical stainless steel AISI 304 (or better); no exposed painted mild steel on any surface that is cleaned or splashed

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Parameter	Minimum requirement
Side rails	Standard 10 x 25 mm stainless steel DIN accessory rails along both sides
Hydraulic system	Sealed lifting cylinders and valve block; no external oil leakage in normal use; replaceable seals; designed for cleaning with chlorine solutions; every position held without drift under the rated load
Base, castors and braking	Heavy-duty antistatic castors of at least 125 mm diameter and a central foot-operated brake that locks all castors; three-position pedal (free, directional lock, fully locked) preferred
Column protection	Multi-segment flexible bellows or covers around the column, smooth and easy to wipe
Mattress	Removable, sectional, radiolucent high-density polyurethane foam at least 50 mm thick; seamless cover that is **fluid-impermeable, antistatic, flame-retardant** and resistant to chlorine (0.5% sodium hypochlorite), alcohol and quaternary ammonium cleaners (state approved agents). Memory foam not required
Fluid protection	Table and hand remote protected to at least IPX4
Electrosurgery	Frame and castors suitable for use with electrosurgical (diathermy) equipment
Operating environment	10 to 40 °C and up to 90% relative humidity, non-condensing
Weight and packing	State net weight and packed dimensions, for import and installation planning

Items marked *preferred* are desirable and count in evaluation; all other requirements are mandatory. Bidders may offer dimensions slightly outside the ranges above, provided they declare the difference.

Standard accessories (supplied with the table)

Item	Specification	Qty
Anaesthesia screen	Stainless steel frame, with rail clamp	1
Arm boards	Padded, adjustable, with clamps; radiolucent where possible	2
Shoulder supports	Padded, adjustable, with clamps	2
Lateral body supports	Padded, adjustable, with clamps	2
Headrest	Padded, radiolucent	1
Leg holders (lithotomy stirrups)	Goepel type, padded, adjustable in height and angle, with secure clamps	1 pair
Kidney bridge / lumbar elevator	Fits the table, with a positive lock	1
Patient safety strap	Fluid-resistant, with quick release	1

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Item	Specification	Qty
IV pole	Stainless steel, height adjustable, mounts on the side rail	1
Wired hand remote	As specified	1
Mattress set	As specified, all sections	1 set
Accessory clamps	For the side rails, to fit all supplied accessories	1 set

Preventive maintenance kit

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

ZCH will check the kit against the figures the bidder states in the technical notes after Part B. If the stated resealing interval means that three sets will not last 10 years, the kit must contain more sets. If the stated battery lifespan means that one spare battery will not last 10 years, the bidder must say how many batteries are needed and price the extra ones as item B4.

Item	Specification	Qty
O-ring and gasket sets	Complete sets of internal sealing rings and piston gaskets sized for the lifting cylinder(s), tilt cylinders, valve block and manual emergency pump	Enough for 10 years at the manufacturer's resealing interval **(bidder to state the number of sets and interval; at least 3 complete sets)**
Replacement dust wipers	External rubber sleeves or boots on pump rods and cylinders that keep chlorine wash water out of the hydraulics	At least 4 **(bidder to state if more are needed)**
Spare battery	Sealed rechargeable battery, same type and capacity as the one fitted	1
Spare wired hand remote	Same model as supplied	1
Hydraulic oil	Exact grade to be stated (ISO VG viscosity), with the volume needed for a full refill	Optional: 1 bottle, priced separately
Parts list and exploded diagram	Hydraulic cylinders, pump and valve block, with part numbers	1
Maintenance instructions	In English: resealing, bleeding air, oil top-up or refill, battery replacement and the recommended service schedule	1

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

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Standards and bidder submission requirements

Standards. Manufacturer certified to ***ISO 13485***. The table must conform to IEC 60601-1 and IEC 60601-2-46 (operating tables), with a certificate of conformity or test report attached. It must be CE marked, FDA cleared, or hold an equivalent approval from a stringent regulatory authority.

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

- **Brand, model and country** of manufacture of the table.
- Clear, sharp, high-resolution colour photographs of the actual model offered, not drawings: the whole table, the table with the longitudinal slide extended, the hand remote and auxiliary panel, the base, column and castors, the manual emergency pump, the battery compartment, and each accessory.
- **The manufacturer's datasheet or factsheet** showing dimensions, height range, angles, load capacity, radiolucent window length and materials.
- The tested X-ray attenuation value of the tabletop, in mm aluminium equivalent.
- Battery type, capacity and number of operations per full charge.
- A photograph or list of the contents of the preventive maintenance kit, with part numbers.
- The stated ISO VG grade, refill volume and oil change interval of the hydraulic oil, the manufacturer's resealing interval and the expected battery lifespan (technical notes after Part B of the price schedule).
- Copies of the ISO 13485 certificate, the IEC 60601 conformity evidence, and the CE, FDA or equivalent approval.
- A completed compliance sheet (below).
- Price of the table with accessories, price of the maintenance kit, and the optional items priced separately. State currency and delivery terms (Incoterms).
- Prices for individual spare parts: seal set, dust wiper, battery, hand remote and mattress section.
- A realistic delivery period to Zomba. Bidders importing from outside Malawi should allow for shipping and customs clearance.
- ***Quotation validity of at least 90 days.***
- Preferred: contact details of at least two hospitals in Africa or similar settings where the same model is in use.

Delivery, installation, training, warranty and after-sales

- **Delivery and installation:** delivered to ZCH, assembled, levelled and tested on site. The supplier must demonstrate full height travel, Trendelenburg and lateral tilt, back and leg positions, leg section removal, the longitudinal slide, operation on battery with the mains disconnected, the manual emergency pump, and all accessories.
- **Training:** user training for theatre staff (operation, positioning, C-arm use with the table, cleaning). Hands-on training for ZCH biomedical technicians in hydraulic resealing, bleeding air, oil top-up, battery replacement and wiper replacement, using the supplied kit.
- **Warranty:** at least 2 years on the table, including the hydraulic system, from the date of commissioning. State the battery warranty separately. Oil leakage or loss of height-holding during the warranty must be repaired at no cost.
- **Service and spares:** a named service agent in Malawi or the region, with contact details and a stated response time. Spare parts available for at least 10 years.
- **Documentation:** user manual, service manual with hydraulic and electrical diagrams, and spare parts list in English.

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Price schedule

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

Currency: _____ Delivery terms (Incoterms): _____

Part A: Main offer (evaluated)

No.	Item	Description	Qty	Unit	Unit price	Total price
A1	Electro-hydraulic operating table	As specified, with mattress set and battery backup	1	Each		
A2	Standard accessories	Screen, arm boards, shoulder and body supports, headrest, leg holders, kidney bridge, safety strap, IV pole, hand remote, clamps	1	Set		
A3	Preventive maintenance kit	Seal sets (state number), at least 4 dust wipers, spare battery, spare hand remote, parts list and maintenance instructions	1	Kit		
A4	Delivery to ZCH, Zomba	Freight, insurance, customs clearance	1	Lot		
A5	Installation, testing and commissioning	On site	1	Lot		
A6	Training	Theatre users and maintenance technicians	1	Lot		
	Total, Part A (carried to evaluation)					

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

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

Bidders must complete Part B in full, including the manufacturer part number (P/N) of each item. For items **B2 and B6 to B10**, state the exact contents, quantities or sections included in the offer. If the table offered has a different number of sections, price the equivalent mattress sections for the design offered.

No.	Item	Unit	Manufacturer part number (P/N)	Unit price	Lead time (weeks)
B1	Hydraulic oil, ISO VG ___ (state viscosity); volume per bottle ___ litres (state volume)	Bottle			

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No.	Item	Unit	Manufacturer part number (P/N)	Unit price	Lead time (weeks)
B2	O-ring and gasket set (complete set for lifting cylinders, tilt cylinders, valve block and manual emergency pump)	Set			
B3	Replacement dust wiper (external protective rubber sleeve or boot)	Each			
B4	Sealed internal battery (additional spare, same type and capacity as fitted)	Each			
B5	Wired hand remote (additional spare, 2 m fluid-sealed corded remote)	Each			
B6	Mattress section: headrest	Each			
B7	Mattress section: backrest	Each			
B8	Mattress section: seat section	Each			
B9	Mattress section: leg plates (pair)	1 pair			
B10	Complete mattress set (all sections, minimum 50 mm high-density foam)	Set			
B11	Skull-clamp adaptor (for neurosurgery headrest fixation compatibility)	Each			
B12	Traction / fracture adaptor set (for orthopaedic lower limb procedures)	Set			
B13	Dust and protective storage cover	Each			
B14	Extended warranty (per additional year after the mandatory 2-year period)	Per year	N/A		
B15	Annual preventive maintenance visit (per technician visit after the warranty period)	Per visit	N/A		

Technical notes for bidder validation (biomedical evaluation)

1. **Hydraulic system.** Total system refill volume required for a complete oil flush: _____ litres. Recommended hydraulic oil change interval: every _____ months / operating hours.
2. **Hydraulic seal lifespan.** Manufacturer's recommended resealing and internal gasket servicing interval: every _____ years.
3. **Battery management.** Expected operational lifespan of the internal battery under normal use: _____ years.

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

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Compliance sheet

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

Brand / model: _____ Country of manufacture: _____

No.	ZCH requirement	Bidder's offer (details)	Complies (Yes/No)	Reference
1	Electro-hydraulic, powered height, tilt and back functions, with rechargeable battery			
2	Mains 100 to 240 V AC, 50/60 Hz; Malawi plug or adaptor			
3	Battery: type and capacity stated; at least 80 operations per charge; technician-replaceable			
4	Manual emergency pump that lowers the table and returns it to level with no mains and no battery			
5	Wired hand remote, auxiliary panel, master switch and emergency stop			
6	Height range: lowest 750 mm or lower, highest 1,000 mm or higher (state actual)			
7	Length / width about 2,050 / 560 mm (state actual)			
8	Trendelenburg / reverse at least 25° / 25°; lateral tilt at least 20° (state actual)			
9	Back section at least 70° up / 30° down; headrest at least 45° up / 45° down			
10	Split removable leg sections: 90° down, 20° up, 90° abduction			
11	Longitudinal slide of at least 250 mm (state actual and manual or motorised)			
12	Safe working load at least 250 kg; load when tilted stated			
13	Radiolucent window of at least 900 mm; attenuation of 1.0 mm Al equivalent or less (state both)			
14	Unobstructed C-arm access from both sides and head end			
15	Column, base cover and frame in AISI 304 stainless steel			
16	10 x 25 mm DIN stainless steel side rails on both sides			
17	Sealed hydraulics, replaceable seals, chlorine-wash resistant, no drift under load			

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No.	ZCH requirement	Bidder's offer (details)	Complies (Yes/No)	Reference
18	Antistatic castors of at least 125 mm with central brake			
19	Column bellows or covers; table and remote at least IPX4			
20	Mattress: sectional, radiolucent, at least 50 mm foam; fluid-impermeable, antistatic, flame-retardant cover			
21	Frame and castors suitable for diathermy use			
22	Accessories: screen, arm boards, shoulder and body supports, headrest, leg holders, kidney bridge, strap, IV pole			
23	Maintenance kit: seal sets (state number of sets and interval) and give price per set			
24	Maintenance kit: at least 4 dust wipers, spare battery and spare hand remote			
25	Hydraulic oil ISO VG grade and refill volume stated; oil priced as optional			
26	Parts list, exploded diagram, user and service manuals and maintenance instructions in English			
27	Manufacturer ISO 13485 certified; IEC 60601-1 and 60601-2-46 conformity; CE, FDA or equivalent approval (copies attached)			
28	Clear, high-resolution photographs and datasheet supplied			
29	Installation, on-site testing, user and technician training			
30	Warranty at least 2 years including hydraulics; battery warranty stated			
31	Named service agent in Malawi or the region; spares available for at least 10 years			
32	Delivery period to ZCH (state weeks)			
33	Quotation valid for at least 90 days			
34	Hydraulic oil: total refill volume (litres) and recommended oil change interval stated			
35	Manufacturer's resealing and gasket servicing interval stated (years); seal sets in the kit cover 10 years at that interval			

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No.	ZCH requirement	Bidder's offer (details)	Complies (Yes/No)	Reference
36	Expected life of the internal battery under normal use stated (years); number of batteries needed over 10 years stated			
37	Part B completed in full with manufacturer part numbers; prices fixed for 12 months from contract signature			

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

Technical Specification: Anaesthesia Trolley

1. Purpose and general description

Zomba Central Hospital requires a robust, lockable, mobile anaesthesia trolley for the operating theatre, to hold airway equipment, drugs, syringes, IV cannulas, IV fluids and giving sets for adult and paediatric anaesthesia.

The trolley must be a modular, multi-drawer medical trolley with a tilt-out box organiser on top, a raised-edge worktop, a central lock, soft-closing drawers, an extension table, a wire basket, waste bins and four castors, at least two of them braked. It must be suitable for daily use in a busy theatre on cement floors, with frequent cleaning and disinfection.

Item	Requirement
Item name	Anaesthesia trolley
Quantity	[2]
Intended users	Anaesthesia providers and theatre nurses
Intended setting	General and paediatric operating theatre
Brand	Bidder to state brand and model offered

2. Operating environment

The trolley will be used in Malawi under the following conditions. Bidders must offer a unit that withstands them without special maintenance.

- Hot and humid climate, with dust in the dry season.
- Cement or tiled floors, some uneven, with thresholds and ramps between theatre areas.
- Daily cleaning and frequent wiping with hospital-grade disinfectants such as chlorine solutions, alcohol and quaternary ammonium compounds.

- Heavy daily use with drawers opened and closed many times a day, sometimes with force.
- Limited access to specialised technicians and imported spare parts, so the design should rely on simple, replaceable parts.
- The trolley must need no mains power, batteries or electronics to perform its basic function.

3. Technical requirements

All items below are minimum requirements unless marked desirable. Dimensions are approximate; bidders must state the actual values offered.

Component	Minimum requirement
Overall size	Width 600–800 mm, depth 450–600 mm, worktop height 850–950 mm, total height with top organiser not more than 1,500 mm. Must pass through standard theatre doors and lifts.
Frame and body	Rigid frame with aluminium alloy pillars and a corrosion-resistant coating (such as electrophoresis or anodising), and aluminium composite or equivalent side and back panels. Stainless steel or high-impact ABS/ABS-PC frames are acceptable equivalents. Smooth surfaces with rounded corners and few joints and gaps, so it can be wiped clean. No exposed carbon steel that can rust.
Drawers	At least 5 drawers, in a mix of shallow and deep sizes to hold airway equipment, syringes, drugs and IV fluids and giving sets. All drawers detachable for cleaning and replacement. Drawer bodies in zinc-coated or equivalent corrosion-resistant steel, or moulded aluminium alloy. Full-extension runners with drawer stops to prevent drawers pulling out completely.
Soft-closing drawers	**Required.** All drawers must have a soft-closing mechanism, so they close quietly and firmly and do not slam or roll open when the trolley moves.
Drawer dividers	Removable, adjustable transparent polycarbonate (PC) or equivalent dividers, at least 3 sets supplied. Drawers easy to lift out and clean.
Non-slip mats	**Required.** One non-slip mat supplied for every drawer (at least 5), washable and cut to fit.
Drawer labelling	Label holders or recessed label slots on every drawer front, so drawers can be re-labelled for adult and paediatric items (ETT, LMA, drugs, syringes, IV fluids, giving sets).
Load capacity	At least 25 kg per drawer and 100 kg overall. Bidder to state tested capacities.
Top organiser	Mounted above the worktop on a bracket, with at least 10 removable transparent tilt-out anaesthetic medicine boxes in two

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Component	Minimum requirement
	rows, for cannulas, needles, small syringes and consumables. Boxes in impact-resistant clear plastic with no sharp edges, fixed securely so they do not detach when the trolley is pushed. A height-adjustable shelf or bracket is desirable.
Worktop	Moulded ABS or equivalent, one-piece, with a raised rim of at least 10 mm on all four sides. No joints or seams where liquids can collect. Resistant to chlorine, alcohol and quaternary ammonium disinfectants, and to scratches and abrasion.
Extension table	**Required.** Pop-up or fold-out extension table in ABS or equivalent, attached to the trolley, with a smooth easy-clean surface and a stable locking mechanism.
Wire basket	**Required.** Wire basket fixed to the side of the trolley, with a corrosion-resistant coating.
Waste bins	**Required.** At least 2 waste bins fitted to the trolley, removable for emptying and cleaning. A pedal-operated lid is desirable.
Locking	Central key lock that secures all drawers at once. At least 2 spare keys per trolley. Lock must be mechanical, with no electronics or batteries. Desirable: a breakaway or tamper-evident seal option.
Castors	Four swivel twin-wheel castors, at least 100 mm diameter (125 mm preferred), noise-free and anti-winding, with sealed bearings and round bumpers. At least two castors with total-lock brakes, and all four braked is preferred. Must roll smoothly over cement floors and over thresholds without catching.
Handle and bumpers	Fixed ergonomic push handle on at least one side. Impact-resistant corner bumpers or a perimeter bumper on the base.
Accessory rails	Side accessory rail (stainless steel) on at least one side, for hanging accessories.
IV pole	Desirable: removable, height-adjustable stainless steel IV pole with at least 2 hooks, mountable on the trolley.
Sharps container	Desirable: bracket for a removable sharps container.
Finish and cleaning	Surfaces resistant to repeated cleaning with chlorine solutions (at least 0.5% available chlorine), alcohol-based disinfectants and quaternary ammonium compounds, without peeling, fading or cracking. Antimicrobial surface treatment desirable.

Component	Minimum requirement
Maintenance	Design must rely on replaceable standard parts (runners, castors, handles, lock, boxes, mats, dividers). Bidder to state which spare parts are available and the lead time.

4. Standards and compliance

The bidder must supply documents that show the trolley meets recognised quality and safety standards.

- Manufacturer certified to ISO 13485 (medical device quality management).
- CE marking, or an equivalent regulatory approval, with the manufacturer's declaration of conformity.
- Registration or approval status with the Malawi regulator (Pharmacy and Medicines Regulatory Authority) if required for this category of device, or confirmation that the supplier will obtain it.
- Instructions for use and a cleaning and maintenance guide in English.

5. Supplier requirements

Each bidder must submit the following with the quotation.

- **Brand, model and country of manufacture** of the trolley offered.
- **Clear pictures** of the actual model offered, showing the front, the open drawers, the top organiser, the castors and the lock.
- **Manufacturer's factsheet or datasheet** showing dimensions, materials, load capacities and drawer layout.
- **Warranty:** at least 12 months, with 24 months preferred. The quotation must state what the warranty covers and how claims are handled in Malawi.
- **After-sales support:** name of the local agent or service contact, and availability of spare parts (runners, castors, locks, handles, bins) and their lead time.
- **Delivery time:** stated in weeks from order, including import and clearance. It must be realistic, as many bidders will import from outside Malawi.
- **Quote validity:** at least 90 days from the closing date.
- **Packaging:** each trolley delivered assembled, or with clear assembly instructions and any tools needed, in packaging suitable for long-distance road transport to Zomba.
- **References:** at least one similar supply to a hospital in Africa, where available.
- **Training:** a short handover on use, cleaning and basic maintenance for theatre staff, if supplied by the vendor.

6. Bidder compliance sheet

The bidder completes this table, stating the value or feature actually offered and whether it complies.

Requirement	Value or feature offered	Complies (Yes/No)	Remarks
Brand, model, country of manufacture			
Overall dimensions (W x D x H, mm)			

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Requirement	Value or feature offered	Complies (Yes/No)	Remarks
Frame and body material			
Number of drawers, sizes and material; detachable			
Drawer runners (type, full extension)			
Soft-closing mechanism on all drawers (required)			
Removable dividers (material, number of sets)			
Non-slip mats (number supplied, required)			
Drawer label holders			
Worktop material and raised rim height (mm)			
Load capacity per drawer (kg) and overall (kg)			
Top organiser (number and type of boxes)			
Extension table (required)			
Wire basket (required)			
Waste bins (number, removable; required)			
Central lock and number of keys supplied			
Castors (number, diameter, material, brakes)			
Push handle and bumpers			
Side accessory rail			
IV pole (desirable)			
Sharps container bracket (desirable)			
Resistance to chlorine, alcohol and quaternary disinfectants			
ISO 13485 and CE or equivalent			
Warranty (months; 24 preferred)			
Local agent and spare parts availability			
Delivery time (weeks) and quote validity (days)			
Pictures and factsheet attached			

SECTION D: BENEFICIAL OWNERSHIP DISCLOSURE FORM

Date: **[insert date]**

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

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

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

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

Procurement Reference No.: **[insert procurement reference number]**
Page **[insert page number]** of **[insert total number of pages]** pages

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

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

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

Details of beneficial ownership

Identity of Beneficial Owner	**Directly or indirectly holding 5% or more of the shares** **(Yes / No)**	**Directly or indirectly holding 5 % or more of the Voting Rights** **(Yes / No)**	**Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder** **(Yes / No)**
[include full name (last, middle, first), nationality, country of residence]			

OR

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

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

OR

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

- directly or indirectly holding 5% or more of the shares
- directly or indirectly holding 5% or more of the voting rights

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

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

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

Signature of the person named above: _____

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

SECTION E: EVALUATION OF QUOTATIONS:

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

Signed: …… Name……
Title/Position: ……

For and on behalf of the Procuring and Disposal Entity.

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

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AUTHORISED BY:

Signature: _____ Name: _____

Position: _____ Date: _____
(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

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GENERAL CONDITIONS OF CONTRACT FOR LOCAL PURCHASE ORDERS

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1. DEFINITIONS

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

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

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

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

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

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

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

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

2. COUNTRY OF ORIGIN

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

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

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

3. STANDARDS

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

4. PATENT RIGHTS

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

5. INSPECTIONS AND TESTS

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

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

5.3 Should any inspected or tested goods, works or services fail to conform to the Specifications, the Procuring and Disposing Entity may reject the Goods, Works or Services

and the Supplier shall either replace or make alterations necessary to meet specification requirements free of cost to the Procuring and Disposing Entity.

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

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

6. PACKING

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

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

7. DELIVERY AND DOCUMENTS

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

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

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

8. INSURANCE

8.1 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;
(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
(d) personal injury or death.

8.4 For Services contracts the Supplier shall provide—

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

9. TRANSPORTATION

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

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

10. PROHIBITION OF CHILD LABOUR AND OTHER HARMFUL LABOUR PRACTICES

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

11. PROTECTION OF THE ENVIRONMENT

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

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

12. INCIDENTAL SERVICES

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

13. SPARE PARTS

If specified in the Contract, the Supplier may be required to provide materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier including such spare parts as the Procuring and Disposing Entity may decide to purchase from the Supplier, provided that this decision shall not relieve the Supplier of any warranty obligations under the Contract.

14. WARRANTY

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

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

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

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

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

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

15. PAYMENT

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

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

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

16. PRICES

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

17. CONTRACT AMENDMENTS

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

18. ASSIGNMENT

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

19. DELAYS IN THE SUPPLIER'S PERFORMANCE

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

19.2 If at any time during performance of the Contract, the Supplier or its subcontractor encounters conditions impeding timely delivery of the Goods or performance of the Works or Services, the Supplier shall promptly notify the Procuring and Disposing Entity in

writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring and Disposing Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

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

20. LIQUIDATED DAMAGES

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

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

21. TERMINATION FOR DEFAULT

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

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

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

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

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

21.3 For the purpose of this Clause—

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

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

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

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

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

FORCE MAJEURE

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

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

22.3 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring and Disposing Entity

in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

22. TERMINATION FOR CONVENIENCE

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

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

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

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

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

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

23. SETTLEMENT OF DISPUTES

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

24.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either party shall give notice to the other party of its intention to commence arbitration proceedings as to the matter in dispute. Arbitration may be commenced prior to or after delivery of the goods or performance of the works or services under the Contract.

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

24.4 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

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.