Tel. No. 01525156
Hospital,
Fax No. 01524538

Email:

Zomba Central

P.O Box 21,
Zomba.
MALAWI

REQUEST FOR QUOTATIONS (FOR GOODS)

PROC NO.: ZCH/RFQ/PAYING/ITEMS/10/26/REVISED **Date: 17th 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 **Doormats and Sleeper Chairs for Paying Dept.**
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: **23th November, 2026 at 10.00am and deposited in the Tender Box in the Procurement and Disposal Unit, Zomba Central Hospital.**
8) Quotations must be returned to: **The Chairman, Internal Procurement and Disposal Committee, Zomba Central Hospital, P.O. Box 21, Zomba.**
   The attached Schedule of Requirements at Section C, details the items to be purchased. You are requested to quote your delivered price for these items by completing and returning Sections B and C.

9} The attached Schedule of Requirements in Section D, details the items to be procured. You are requested to quote your delivered price for these items by completing and returning Sections C and D.

Zomba Central Hospital

Procurement Number: ZCH/RFQ/PAYING/ITEMS/10/26/REVISED **Date: 17th November,2026**

10) Payment to the supplier shall be made **within 30 days** from the date of receipt of invoice.

11) Goods must be new not reused

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

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

SECTION B: QUOTATION SUBMISSION SHEET

1. Currency of Quotation: *Malawi Kwacha*

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

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

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

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

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

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

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

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

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

……
……..

……
……..

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

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

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

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

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

Signature: _____ Name: _____

Zomba Central Hospital

Procurement Number: ZCH/RFQ/PAYING/ITEMS/10/26/REVISED **Date: 17th November,2026**

Position:

_____ Date: _____

(DD/MM/YY)

Authorised for and on behalf of (Company name):

Company: _____

Registered Address:

_____

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

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

Item No.	Description of Goods	Unit of Measure	Bidders specification compliance offered (Comply with specification in the column below for item quoted)	Qty	Delivered Unit Price Kwacha	Delivered Total Price Kwacha
1.	Sleeper Chairs **Specifications attached page below:**	Each		4		
2.	Doormats (Medical quality for both inside and outside doors) **Specifications attached page below**	Each		6		
Sub Total						
17.5% VAT						
Grand Total						
PPDA Levy						

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

Zomba Central Hospital

Procurement Number: ZCH/RFQ/PAYING/ITEMS/10/26/REVISED **Date: 17th November,2026**

ZOMBA CENTRAL HOSPITAL
REQUEST FOR QUOTATION

1. Technical Specification and Quotation Document: Sleeper Chair (Attendant Chair-Bed) for Ward Use

Quantity required	4 units
Delivery location	Zomba Central Hospital, Zomba, Malawi

1. Introduction

ZCH invites quotations from suppliers for the supply and delivery of sleeper chairs (attendant chair-beds) for use at the bedside by carers and relatives of inpatients.

This document sets out the minimum technical requirements, the information bidders must provide and the way quotations will be evaluated. ZCH wants durable, easily cleaned furniture that gives good value over its working life. The lowest purchase price will not by itself decide the award.

2. Intended Use and Operating Environment

- Used at the bedside in general and specialist wards by carers and relatives, including for sleeping overnight.
- Used by adults of different sizes and ages, many of whom have never seen the chair before and may be tired or anxious. Operation must therefore be safe and intuitive.
- Cleaned frequently, including with chlorine-based solutions and alcohol wipes, and after spills of blood and body fluids.
- Moved between bedsides and wards on hard floors, and stored when not in use.
- Subject to heavy daily use over many years. Repair and replacement of imported furniture can be slow and costly, so durability and the availability of spare parts are important.

3. General Instructions to Bidders

- This specification is brand-neutral. Products of any make that meet or exceed the requirements will be considered. References to standards and materials describe the performance required and are not meant to favour any supplier.
- Each requirement is marked M (Mandatory) or D (Desirable). All M requirements must be met, and a quotation that does not meet an M requirement may be rejected. D requirements earn additional credit in evaluation.
- Bidders must complete the “Bidder response” column for every line, stating Yes or No and the value offered where one is asked for (for example thickness, density or warranty period).
- Bidders must state the make and model offered and supply pictures and a factsheet for that item (Section 5).
- Claims must be supported by evidence such as test reports, certificates or manufacturer declarations. ZCH may verify claims, including by testing a sample.

- A bidder may propose an alternative to a requirement if it gives equal or better performance, and must explain how. ZCH will decide whether the alternative is acceptable.

4. Technical Specification

M = Mandatory. D = Desirable.

A. Type, dimensions and configuration

Ref	Requirement	Minimum specification	M/D	Bidder response (Yes/No and value offered)
A1	**Type and operation**	Single-person attendant chair that converts to a flat single bed. Conversion between chair and bed is manual, by one adult, without tools or detachable parts.	**M**	
A2	**Bed mode**	Flat, level sleeping surface with length of at least 190 cm and usable width of at least 65 cm. Overall width in bed mode not more than 90 cm. Sleeping surface 40 to 50 cm above the floor.	**M**	
A3	**Chair mode**	Overall footprint not larger than 90 cm x 90 cm. Seat height 40 to 48 cm. Top of backrest at least 80 cm above the floor.	**M**	
A4	**Dimensions and mass declared**	Bidder to state overall dimensions (length x width x height) in chair mode, bed mode and packed, and the mass of one unit.	**M**	
A5	**Power**	Fully manual. No electrical components or batteries required.	**M**	

B. Structure and mechanism

Ref	Requirement	Minimum specification	M/D	Bidder response (Yes/No and value offered)
B1	**Frame**	Steel frame with durable powder-coated finish. Load-bearing tube wall thickness of at least 1.5 mm. Bidder to state tube size and wall thickness.	**M**	

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Ref	Requirement	Minimum specification	M/D	Bidder response (Yes/No and value offered)
B2	**Safe working load**	At least 150 kg, evenly distributed, in both chair mode and bed mode. Supported by test evidence (see F1).	**M**	
B3	**Finish and corrosion resistance**	Even powder coating with no bare metal at welds or cut edges. Welds ground smooth. No sharp edges, burrs or exposed tube ends. Bidder to provide corrosion-resistance test evidence (for example neutral salt spray to ISO 9227 or equivalent) and state the test duration and result.	**M**	
B4	**Conversion mechanism**	Smooth, intuitive operation by a first-time user. Designed to avoid finger-trap, pinch and crush points during unfolding, folding and use.	**M**	
B5	**Locking**	Positive mechanical lock holds the chair securely in both the chair (folded) position and the bed position. The lock must not release accidentally under load or when the chair is moved. Straps or buckles alone are not accepted as the means of locking.	**M**	
B6	**Armrests**	Armrests are optional. If fitted, they must be non-porous, sealed and wipeable (for example powder-coated metal, polymer or sealed laminate). Untreated or unsealed wood is not accepted. Bidder to state the material.	**M**	
B7	**Backrest**	Backrest with more than one recline position.	**D**	
B8	**Under-seat storage**	If fitted, storage must be fully accessible and fully wipeable inside, with no hidden voids, and must not weaken the structure.	**D**	

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C. Mobility and stability

Ref	Requirement	Minimum specification	M/D	Bidder response (Yes/No and value offered)
C1	**Wheels / castors**	Fitted with quiet, non-marking castors suitable for hospital tile and vinyl floors, allowing one person to reposition the chair when unoccupied.	**M**	
C2	**Brakes**	At least two lockable castors (or equivalent immobilising feature). When locked, the chair must not move while a person sits down, gets up or lies down.	**M**	
C3	**Stability**	Stable and non-tipping in both modes with the safe working load applied, including when a person sits or lies at the edge. Test evidence or manufacturer declaration to be provided.	**M**	

D. Cushioning and upholstery

Ref	Requirement	Minimum specification	M/D	Bidder response (Yes/No and value offered)
D1	**Cushioning**	High-density polyurethane foam of at least 50 mm thickness on the seat, back and sleeping surface, with density of at least 30 kg/m3. Bidder to state thickness and density.	**M**	
D2	**Sleeping surface comfort**	Foam of 75 mm or more on the sleeping surface.	**D**	
D3	**Fire performance**	Foam and cover combination passes ignition tests for upholstered furniture (EN 1021-1 cigarette and EN 1021-2 match flame, or BS 5852 or equivalent). Test report to be provided.	**M**	

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Ref	Requirement	Minimum specification	M/D	Bidder response (Yes/No and value offered)
D4	**Cover material**	Non-porous, fluid-resistant, wipeable coated fabric (PVC or equivalent) with fabric backing. Bidder to state the material, thickness (mm) and weight (g/m2).	**M**	
D5	**Seams**	Seams welded or sealed, or stitched with fluid-proof protection so that fluids cannot reach the foam. No exposed foam.	**M**	
D6	**Resistance to disinfectants**	Cover withstands repeated wiping with 0.5% chlorine (sodium hypochlorite) solution and 70% alcohol without cracking, peeling, stickiness or discolouration. Test evidence or manufacturer declaration to be provided, with recommended cleaning agents.	**M**	
D7	**Cover wear resistance**	Abrasion or flex test results stated (for example Martindale cycles or equivalent).	**D**	
D8	**Replaceable covers**	Cushion covers can be removed and replaced, and replacement covers are available from the supplier.	**D**	
D9	**Antimicrobial treatment**	Cover has a documented antimicrobial treatment with supporting test evidence. This supports, and does not replace, routine cleaning.	**D**	
D10	**Colour**	Dark or mid-tone colour that does not show staining. Bidder to list colour options.	**D**	

E. Infection prevention and cleanability

Ref	Requirement	Minimum specification	M/D	Bidder response (Yes/No and value offered)
E1	**Cleanable design**	Smooth, non-porous exposed surfaces. No crevices or hidden cavities where dirt or fluids can collect. Tube ends capped or sealed.	**M**	
E2	**In-place cleaning**	All exposed parts can be cleaned in place with hospital disinfectant wipes. Bidder to supply cleaning instructions.	**M**	
E3	**No exposed absorbent materials**	No untreated wood, fabric or exposed foam on any surface a user or cleaner will touch.	**M**	

F. Safety, standards and evidence

Ref	Requirement	Minimum specification	M/D	Bidder response (Yes/No and value offered)
F1	**Strength and durability evidence**	Test report to EN 16139 (non-domestic seating) or an equivalent recognised standard, from an independent laboratory where possible. If no report exists, the bidder must say so and accept sample testing by ZCH (see Section 6).	**M**	
F2	**Quality management**	Manufacturer holds ISO 9001 certification or equivalent. Copy of certificate to be provided.	**D**	
F3	**Marking**	Manufacturer identification and safe working load permanently marked on the frame or on a durable label.	**D**	

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G. Warranty, spares and support

Ref	Requirement	Minimum specification	M/D	Bidder response (Yes/No and value offered)
G1	**Warranty**	At least 24 months, covering frame, welds, mechanism, castors, foam collapse and upholstery defects under normal use. Bidder to state the period and terms.	**M**	
G2	**Extended warranty**	36 months or longer.	**D**	
G3	**Spare parts**	Spare castors, lock components, replacement covers and foam available for at least 5 years. Bidder to supply a parts list with lead times.	**M**	
G4	**Repair and support**	Bidder to describe how defective items will be repaired or replaced, and the expected response time in Malawi. A local agent or service contact is preferred.	**D**	
G5	**Priced spares kit**	Spares kit (castors, lock components, one spare cover set) offered and priced separately.	**D**	
G6	**Documents and packing**	Cleaning and user instructions in English supplied with each delivery. Each unit individually packed to prevent transit damage.	**M**	

Zomba Central Hospital

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5. Information and Documents to be Submitted

Quotations must include the following. Incomplete quotations may be rejected.

1. The completed compliance tables in Section 4, with the Bidder response column filled in for every line.
2. The make and model offered, with at least five clear colour photographs of the item offered: chair mode, bed mode, the locking mechanism, the castors and brakes, and a close-up of an upholstery seam.
3. The manufacturer's factsheet or datasheet showing materials, dimensions and safe working load.
4. The warranty statement, the spare parts list with lead times and indicative prices, and cleaning and maintenance instructions.
5. The completed price schedule and commercial information (Section 7).
6. At least 1 reference for supply of the same or similar item to hospitals or other institutions, with contact details (preferred).

6. Evaluation of Quotations

Stage 1: Mandatory compliance (pass or fail)

Quotations are checked for completeness and for compliance with every M requirement. Quotations that fail this stage are not scored.

Stage 2: Technical evaluation and sample testing

Compliant quotations are scored against the criteria below. ZCH may ask shortlisted bidders to supply a sample unit within 30 days. ZCH will test the sample for conversion, locking, stability, loading, wipe-down with hospital disinfectants and general finish. Arrangements for sample costs and return will be confirmed to shortlisted bidders.

Stage 3: Value for money

Price is assessed together with quality, warranty and support, so that the award goes to the bid offering the best overall value rather than automatically to the lowest price.

Criterion	Weight	What is assessed
Price (total cost)	40%	Unit price, delivery cost and the price of spares, compared across compliant bids.
Technical quality and sample performance	25%	Desirable (D) features offered, and results of the sample evaluation.
Durability evidence and warranty	15%	Test reports, certificates, warranty length and warranty terms.
Spares and after-sales support	10%	Parts availability, repair arrangements and local support.

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Criterion	Weight	What is assessed
Delivery and references	10%	Delivery lead time and supply references from hospitals or institutions.

ZCH is not bound to accept the lowest or any quotation.

7. Price Schedule and Commercial Information

Item	Description	Qty	Unit price	Total price
1	Sleeper chair (attendant chair-bed). Make and model offered:	[ ]		
2	Delivery to Zomba Central Hospital, Zomba (if not included in item 1)	[ ]		
3	Optional priced spares kit (see G5)	[ ]		
			Total quotation value	

Currency of quotation	
Quotation validity	Minimum 60 days from the closing date
Delivery terms	State the delivery terms (Incoterms) and whether the price includes delivery to ZCH, Zomba
Delivery lead time	Weeks from order to delivery:
Payment terms offered	
Country of manufacture	
Warranty period offered	
Local agent or service contact in Malawi	

8. Bidder Declaration

I confirm that the information in this quotation is correct and that the item offered meets all mandatory requirements, except where stated in the Bidder response column.

Company name	
Postal and physical address	

Zomba Central Hospital

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Contact person, telephone and email	
Name and position of authorised signatory	
Signature	
Date	
Company stamp	

2. PROCUREMENT SPECIFICATIONS: MAIN ENTRANCE MATTING SYSTEM

Project Location: Main Entrance, Zomba Central Hospital — Zomba, Malawi
Floor Conditions: Outdoor Concrete | Indoor Vinyl Sheet
Door Openings: 3 (1.96 m, 1.52 m and 1.50 m wide) | High-Traffic Hospital Entrance
Operational Requirement: Dual-Season Capability (Wet-Season Red Mud & Dry-Season Fine Dust)

1. Technical Requirements & Overview

This document sets out the mandatory technical specifications for the main entrance door mats. The matting system works in two stages: an outdoor scraper mat removes bulk mud and coarse grit, and an indoor wiper/absorber mat captures the fine dust and moisture that remain. Together they give a walk-off length of 5.0 m, so that most people take several steps on each mat before reaching the vinyl floor. The system must be loose-laid and surface-mounted (no recessing or floor cutting) and must remain safe for wheelchair, gurney, ward-bed and trolley traffic. This specification is brand-neutral; equivalent products that meet or exceed every requirement will be accepted.

Site Condition	Design Basis for Bidders
Entrance	Three door openings with measured clear widths of 1.96 m, 1.52 m and 1.50 m, all fitted with swing (hinged) doors. Each opening receives one set (one outdoor and one indoor mat), each sized to its own opening (see schedule in Section 2).
Traffic	High and continuous: patients, visitors and staff, plus wheelchairs, gurneys, ward beds and loaded trolleys, many hours a day including nights.
Wet season (approx. Nov–Apr)	Heavy rain. Thick red clay mud is carried in on footwear; wet floors create a slip hazard. Mats must scrape, drain and dry out between rain events.

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Site Condition	Design Basis for Bidders
Dry season (approx. May–Oct)	Very fine, abrasive red dust that readily becomes airborne and loads mats quickly. Mats must trap dust and be easy to vacuum.

2. Detailed Mat Specifications Table

Quantity required: one set per door, where a set is one outdoor mat and one indoor mat. Widths are 10–30 mm narrower than the measured clear opening so that each mat sits inside the frame.

Door	Measured Clear Opening	Outdoor Mat (W × L)	Indoor Mat (W × L)	Quantity
Door 1	1.96 m	1.95 m × 2.0 m	1.95 m × 3.0 m	1 set
Door 2	1.52 m	1.50 m × 2.0 m	1.50 m × 3.0 m	1 set
Door 3	1.50 m	1.48 m × 2.0 m	1.48 m × 3.0 m	1 set
Total		3 outdoor mats	3 indoor mats	3 sets

Location	Mat Type & Material	Dimensions	Backing & Edging	Functional Purpose
Outdoor (Concrete Surface)	Moulded Rubber Ring / Honeycomb Scraper Mat. Commercial-grade natural/synthetic rubber compound, UV-, ozone- and weather-stabilised for permanent full-sun exposure. Bidder to state rubber type and hardness (Shore A).	Width to suit door (1.95 / 1.50 / 1.48 m) x 2.0 m Length (single piece, or interlocking modules of ≤ 25 kg each) Overall height ≤ 13 mm	Integral 4-sided ramped, bevelled safety borders (slope no steeper than 1:2). Open-drainage base; openings ≤ 13 mm. Self-weighted: ≥ 5 kg/m², so it stays in place without fixings.	Aggressively scrapes thick wet-season mud, wet clay and coarse grit. Open design drains rain and lets debris fall through, preventing build-up on the walking surface. In the dry season it removes coarse sand and grit; the finest dust passes through to the indoor mat.

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Location	Mat Type & Material	Dimensions	Backing & Edging	Functional Purpose
Indoor (Vinyl Sheet Floor)	High-Traffic Polyamide (Nylon) Carpet Barrier Mat, commercial/heavy-contract grade. High-tuft, moisture-retention fibres; solution-dyed so colour is fast to chlorine cleaning agents. Dark or mid-tone colour (charcoal, brown or grey) that masks red clay.	Width to suit door (1.95 / 1.50 / 1.48 m) x 3.0 m Length (single piece, no joins) Overall thickness ≤ 12 mm	Smooth vulcanised Nitrile rubber backing (strictly NO PVC); anti-slip and non-staining on vinyl. Factory low-profile safety borders (slope no steeper than 1:2) with sealed edges that resist fraying.	Traps the remaining fine dry-season dust film and absorbs tracked rainwater. Must lie flat, without curling or rippling, when wet or dry. Minimum performance (manufacturer-declared, with test data): ≥ 3 L/m² moisture absorption and ≥ 800 g/m² dust retention.

3. Common Performance Requirements (Both Mats)

Parameter	Requirement
Wheeled loads	Must withstand repeated rolling loads from occupied ward beds, gurneys, wheelchairs and loaded trolleys (castors from approx. 75 mm) without delamination, indentation, edge lift or creep when wheels brake or turn.
Slip resistance	Wet slip resistance of the walking surface: pendulum test value ≥ 36 (BS 7976) or R10 or better (DIN 51130), or an equivalent test result. The underside must not slide on wet vinyl.
Fire performance	Indoor mat: Cfl-s1 or better (EN 13501-1), or an equivalent such as ASTM E648 Class 1. Bidders to state the rating for the outdoor mat.
Heat, UV & wet resistance	No cracking, hardening, stickiness or chalking in tropical sun; no rubber residue left on concrete. Rot-proof and mildew-resistant; the backing must not trap water against the floor.
Service life	Bidder to state expected service life under heavy hospital-entrance traffic (ZCH expectation: outdoor ≥ 3 years, indoor ≥ 1 years).

4. Critical Procurement & Quality Compliance Rules

- **Width Continuity:** Each mat must be sized to its own door opening, as set out in the schedule in Section 2, so that pedestrians cannot bypass it and track dirt onto unprotected flooring. Width tolerance is ±5 mm on the nominal width, and a mat must never be wider than the clear opening, because an oversize mat buckles at the frame. Bidders may verify the openings on site, or ask ZCH to confirm them.
- **Door Clearance (Swing Doors):** The door leaves swing across the mats. The indoor mat must be thinner than the gap under the door leaves (ZCH will confirm it on request; never more than 12 mm), must lie flat with no curling at the edges, and must not catch the door bottom or stops. The doors must open, close and hold open freely with the mat in place. If they open outward, the same applies to the outdoor mat.
- **Trolley & Wheelchair Accessibility:** Because both mats sit flat on existing surfaces, all borders must be low-profile, flexible, bevelled safety ramps. Straight, unbevelled cut edges are strictly forbidden. Overall height must not exceed 13 mm and there must be no opening wider than 13 mm, to eliminate catching risks for small wheels, crutch and cane tips, and heels.
- **Nitrile Rubber Backing Mandate:** The indoor mat must use vulcanised Nitrile rubber backing. Standard PVC or vinyl backing is rejected because of its lower chemical threshold, risk of cracking under hospital load, and tendency to chemically stain the underlying commercial vinyl sheet.
- **Infection Control & Sanitisation:** The outdoor mat must withstand hosing and high-pressure washing. The indoor mat must withstand industrial vacuuming, hot-water extraction (steam) cleaning and standard hospital disinfectants, including chlorine-release solutions up to 0.5% available chlorine (5,000 ppm), without fibre shedding, colour loss or backing degradation.
- **Dual-Season Performance:** Bidders must confirm that the offered mats perform in both seasons: scraping and draining in the wet season, and trapping and releasing fine dust to a vacuum in the dry season. Bidders must give written cleaning instructions, with recommended methods and frequency for each season.

5. Supply, Delivery & Quote Validity

ZCH recognises that these mats will almost certainly be sourced from outside Malawi. Bidders should quote realistic lead times and validity periods; unrealistically short delivery offers may be queried at evaluation.

Item	Requirement
Quote validity	Minimum 120 days from the tender closing date, to allow for evaluation, approvals and release of funds. Equipment prices must hold for the full period. Freight charges may carry a shorter validity (not less than 60 days) if this is clearly stated. ZCH may request one extension.

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Item	Requirement
Delivery period	Bidders must state total weeks from signed contract to delivery at ZCH. Accepted: up to **8 weeks** for regional road or air-freighted supply; Longer periods need written justification. Stock items are preferred.
Pricing basis	Preferred: itemised as goods price, freight and insurance, and any duties or taxes. Bidders quoting CIP/CPT to a Malawi port or Blantyre must name the clearing and forwarding arrangements and give an indicative cost to Zomba. State the currency and the payment terms offered.
Inspection on delivery	ZCH will inspect within 7 days of receipt. Damaged or non-conforming items must be replaced at the supplier's cost, delivered to ZCH.
Warranty & after-sales	**Minimum 12 months** (24 months preferred) against delamination, backing separation, fibre loss, cracking and premature wear under normal use. Claims are accepted by email with photographs. Bidders must state the replacement lead time and name a contact for after-sales support.
Optional item (priced separately)	A second set of indoor mats for rotation (one per door), so one set can be cleaned and dried while the other stays in service.

6. Bidder Submission Requirements

- **Brand:** State the brand, and country of manufacture for each mat offered.
- **Pictures and factsheet:** Supply clear pictures of the offered items and the manufacturer's factsheet or datasheet showing the declared dimensions, thickness, weight, moisture absorption, dust retention, and fire and slip ratings, with test certificates where available.
- **Compliance and commercial terms:** Respond clause by clause, listing any deviations. State the delivery period, quote validity, warranty and after-sales contact.
- **References:** Similar hospital or public-building supply is preferred. No physical samples are required.

Zomba Central Hospital

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Annex A. Bidder Compliance Table

Bidders must complete this table and return it with the bid. Mark each requirement Yes or No under "Complies". Where a value is required, enter the offered value and the page of the manufacturer's datasheet that proves it. Any "No" must be explained in a separate list of deviations.

Bidder Details	Bidder's Entry
Bidder name and address	
Outdoor mat: brand, model, country of manufacture	
Indoor mat: brand, model, country of manufacture	
Country and city of shipment	

Ref	Requirement	Complies (Yes/No)	Bidder's Offered Value / Datasheet Page
A. Outdoor Scraper Mat			
A1	Moulded rubber ring/honeycomb mat; UV-, ozone- and weather-stabilised rubber (state rubber type and Shore A hardness)		
A2	Three sizes per the schedule in Section 2: 1.95, 1.50 and 1.48 m wide × 2.0 m long (single piece, or interlocking modules of ≤ 25 kg each)		
A3	Overall height ≤ 13 mm		
A4	Integral 4-sided bevelled borders, slope no steeper than 1:2		
A5	Open-drainage base; openings ≤ 13 mm		
A6	Self-weighted, ≥ 5 kg/m² (state offered weight)		
B. Indoor Wiper/Absorber Mat			
B1	Polyamide (nylon) carpet barrier mat, heavy-contract grade, solution-dyed, dark or mid-tone colour		

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Ref	Requirement	Complies (Yes/No)	Bidder's Offered Value / Datasheet Page
B2	Three sizes per the schedule in Section 2: 1.95, 1.50 and 1.48 m wide × 3.0 m long, each a single piece with no joins		
B3	Overall thickness ≤ 12 mm and below the gap under the door leaves (state thickness)		
B4	Vulcanised Nitrile rubber backing, no PVC; anti-slip and non-staining on vinyl		
B5	Low-profile bevelled borders (≤ 1:2) with sealed edges		
B6	Moisture absorption ≥ 3 L/m² (state value)		
B7	Dust retention ≥ 800 g/m² (state value)		
B8	Lies flat, wet or dry, with no curling or rippling		
C. Performance, Safety & Cleaning (Both Mats)			
C1	Withstands rolling loads from occupied beds, gurneys, wheelchairs and loaded trolleys		
C2	Wet slip resistance: pendulum value ≥ 36 (BS 7976) or R10 or better (DIN 51130); underside does not slide on wet vinyl		
C3	Fire: indoor mat Cfl-s1 or better (EN 13501-1) or equivalent; state rating of outdoor mat		
C4	No cracking, hardening or chalking in tropical sun; rot-proof and mildew-resistant; backing does not trap water		
C5	Withstands hosing and pressure washing (outdoor); vacuuming, hot-water extraction and chlorine up to 0.5% (indoor)		

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Ref	Requirement	Complies (Yes/No)	Bidder's Offered Value / Datasheet Page
C6	Widths as scheduled, tolerance ±5 mm and never wider than the opening; swing doors open, close and hold open freely over the mats		
C7	Expected service life stated (ZCH expectation: outdoor ≥ 3 years, indoor ≥ 1 years)		
C8	Written cleaning instructions for the wet and dry seasons supplied		
D. Supply & Commercial Terms			
D1	Quote valid for at least 120 days from tender closing date (state freight validity if shorter, minimum 60 days)		
D2	Total delivery period to ZCH stated in weeks: ≤ 8		
D3	Moisture-proof, crush-resistant packing; shipping documents supplied		
D4	Warranty of at least 12 months (state months offered)		
D5	After-sales contact and replacement lead time stated		
D6	Pictures and manufacturer’s factsheet attached; slip and fire test certificates attached where available		
D7	Optional items priced separately: rotation set of indoor mats; air-freight alternative		

Authorised Signatory	Bidder's Entry
Name and position	
Signature, date and company stamp	

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SECTION D: BENEFICIAL OWNERSHIP DISCLOSURE FORM

Date: **[insert date]**
Procurement Reference No.: **[insert procurement reference number]**

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

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

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

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

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

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

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

Details of beneficial ownership

Identity of Beneficial Owner	**Directly or indirectly holding 5% or more of the shares** **(Yes / No)**	**Directly or indirectly holding 5 % or more of the Voting Rights** **(Yes / No)**	**Directly or ind appoint a maj directors or ar the Bidder** **(Yes / No)**
[include full name (last, middle, first), nationality, country of residence]			

OR

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

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

OR

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

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

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

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

Signature of the person named above: _____

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

SECTION E: EVALUATION OF QUOTATIONS:

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

Signed: …… Name……
Title/Position: ……

For and on behalf of the Procuring and Disposal Entity.

AUTHORISED BY:

Signature: _____ Name: _____

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

Authorised for and on behalf of:

_____

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

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Company: _____

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

GENERAL CONDITIONS OF CONTRACT FOR LOCAL PURCHASE ORDERS

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1. DEFINITIONS

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

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

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

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

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

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

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

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

2. COUNTRY OF ORIGIN

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

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

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

3. **STANDARDS**

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

4. **PATENT RIGHTS**

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

5. **INSPECTIONS AND TESTS**

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

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

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

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

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

6. **PACKING**

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

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

7. **DELIVERY AND DOCUMENTS**

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

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

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

8. **INSURANCE**

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

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

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

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

(b) loss of or damage to Equipment;

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

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

9. TRANSPORTATION

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

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

10. PROHIBITION OF CHILD LABOUR AND OTHER HARMFUL LABOUR PRACTICES

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

11. PROTECTION OF THE ENVIRONMENT

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

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

12. INCIDENTAL SERVICES

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

13. SPARE PARTS

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

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

14. **WARRANTY**

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

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

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

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

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

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

15. **PAYMENT**

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

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

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

16. **PRICES**

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

17. **CONTRACT AMENDMENTS**

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

18. **ASSIGNMENT**

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

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

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

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

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

20. **LIQUIDATED DAMAGES**

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

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

21. **TERMINATION FOR DEFAULT**

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

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

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

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

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

21.3 For the purpose of this Clause—

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

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

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

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

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

FORCE MAJEURE

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

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

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

22. **TERMINATION FOR CONVENIENCE**

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

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

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

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

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

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

23. **SETTLEMENT OF DISPUTES**

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

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

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

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

24.4Notwithstanding any reference to arbitration herein—

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

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

24. LIMITATION OF LIABILITY

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

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

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

25. GOVERNING LANGUAGE

The Governing Language **shall be English**.

26. APPLICABLE LAW

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

27. NOTICES

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

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

28. TAXES AND DUTIES

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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.