MZUZU CENTRAL HOSPITAL
Private Bag 209, Luwinga, Mzuzu 2.

Request for Quotations (for Goods)

Procurement Reference Number: 031/MZCH/2026-27/092

To: **ALL ELIGIBLE BIDDERS** **Date: 26th November, 2026**

The Procuring and Disposing Entity named above invites you to submit your quotation for the goods described herein. Partial Quotations may be rejected, and the Procuring and Disposing Entity 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 except where modified by this Request for Quotations.

SECTION A: QUOTATION REQUIREMENTS—

1. Description of Goods the Bidder is bidding to Supply and Deliver: **Supply and delivery of assorted Medical Equipment**
2. Quotation prices should be based on—
   (a) for goods supplied from within Malawi; EXW – insured and delivered to **Mzuzu Central Hospital**; or
   (b) for goods supplied from outside of Malawi; CIP or DDP to **Mzuzu Central Hospital**.
3. The delivery period required is **30 days** from date of order
4. Quotations must be valid for **30** *days* from the deadline for submission.
5. The warranty/guarantee offered shall be: **N/A** months.
6. Quotations and supporting documents as specified in Section C must be marked with the Procurement Reference Number given above, and indicate your acceptance of the terms and conditions.
7. Quotations must be received, in sealed envelopes, no later than: **10:00AM** on **3rd December, 2026**
8. Quotations must be returned to the Chairperson of IPDC at the address below:
   Mzuzu Central Hospital
   Private Bag 209
   Mzuzu

NOTE: ALL QUOTATIONS MUST BE DEPOSITED IN THE TENDER BOX PLACED IN THE HOSPITAL LIBRARY (ADMINISTRATION BLOCK). MAKE SURE YOU SIGN THE REGISTER AFTER DEPOSITING.

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 **45** days from the date of receipt of invoice.
11. List any other requirements e.g. the provision of sample: **N/A**
12. The detailed descriptions of the goods required are provided in table below. Bidders shall provide full descriptions of the products being offered in Section D - Price Schedule.

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

SECTION B: QUOTATION SUBMISSION SHEET

1. Currency of Quotation: *Malawi Kwacha*
2. Delivery period offered: …… [*insert a number*] days/weeks/months from date of the Local Purchase Order.
3. The validity period of this Quotation is: …… [*insert a number*] days from the date for receipt of Quotations.
4. Warranty period (where applicable): …… [*insert a number*] months.
5. We attach the following documents: [*tick against the document(s) you have attached*]

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

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

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

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

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

   ……

   ……
6. We offer to supply in conformity with the Request for Quotations Documents and in accordance with the delivery schedule required in Section D: Schedule of Requirements]
7. We have examined and have no reservations to the Request for Quotations Document, including Addenda No: *(Insert Number and date)* of Addenda).
8. Our price shall be fixed for the duration of the validity period
9. We declare that our firm, Directors and Beneficial Owners do not engage in corrupt, fraudulent and/or uncompetitive practices whenever participating in procurement proceedings.

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

Signature: _____ Name: _____

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

Authorised for and on behalf of (Company name):

Company: _____

Registered Address:

_____

_____

If any additional documentation is attached to your quotation, a signature and authorisation at Section C and Section D is still required as confirmation that the terms

and conditions of this RFQ prevail over any attachments. If the Quotation is not authorised in Section B and Section C, the quotation may be rejected.

13.

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

IMPORTANT NOTICE TO ALL BIDDERS

1. ALL THE SPECIFICATIONS ARE AFTER THE TABLES INDICATING LOT NUMBERS AND ARE IN LOTS AS WELL.

2. BIDDERS MUST PROVIDE OWN SPECIFICATIONS AND THE BRONCHURE(S) OF THE PRODUCT BEING OFFERED

LOT 1:

Item No	Description of Goods [*Attach detailed specification if necessary*]	Unit of Measure	Quantity	Delivered Unit Price *Kwacha*	Delivered Total Price *Kwacha*
1	Emergency Trolley	Each	4		
			Sub-Total		
			VAT 16.5%		
			PPDA Levy (1%)		
			Total Bid Price		

LOT 2

Item No	Description of Goods [*Attach detailed specification if necessary*]	Unit of Measure	Quantity	Delivered Unit Price *Kwacha*	Delivered Total Price *Kwacha*
1	Anaesthesia Machine	Each	2		
			Sub-Total		
			VAT 16.5%		
			PPDA Levy (1%)		
			Total Bid Price		

LOT 3

Item No	Description of Goods [*Attach detailed specification if necessary*]	Unit of Measure	Quantity	Delivered Unit Price *Kwacha*	Delivered Total Price *Kwacha*
1	Ultrasound Machine	Each	1		
			Sub-Total		
			VAT 16.5%		

PPDA Levy (1%)	
Total Bid Price	

LOT 4

Item No	Description of Goods [*Attach detailed specification if necessary*]	Unit of Measure	Quantity	Delivered Unit Price *Kwacha*	Delivered Total Price *Kwacha*
1	Adult Parallel Bar with Hoist and Study Top	Each	1		
2	Liquid Nitrogen Cylinder with Accessories	Each	1		
3	Automatic External Defibrillator	Each	1		
			Sub-Total		
			VAT 16.5%		
			PPDA Levy (1%)		
			Total Bid Price		

LOT 5

Item No	Description of Goods [*Attach detailed specification if necessary*]	Unit of Measure	Quantity	Delivered Unit Price *Kwacha*	Delivered Total Price *Kwacha*
1	Diathermey	Each	8		
2	Electronic Weighing Scale	Each	4		
3	Automatic Pill Count Machine	Each	2		
			Sub-Total		
			VAT 16.5%		
			PPDA Levy (1%)		
			Total Bid Price		

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

The following attachments are appended to clarify the Description of Goods:
[*List any attachments providing additional specification of the goods required*]
……
……
……

Technical Compliance Sheet: *List any attachments providing additional specification of the goods required*]

No	*DESCRIPTION OF GOODS*	*TECHNICAL SPECIFICATIONS*	*BIDDER'S SPECIFICATIONS*	*COMPLIANCE YES/ NO*
1				
2				
3				

LOT 1

1. EMERGENCY TROLLEY

An emergency/drug trolley should have the following parameters

- Antibacterial ABS top,
- Thickness of ABS top: 2mm, drawers with telescopic rails,
- Ergonomic design with aluminium frame, 5 drawers with HPL material,
- Drawers with central lockable system,
- Frame is epoxy powder coated,
- HPL defibrillator table,
- Cylinder holder
- Resuscitation table and IV stand,
- Gas bottle holder (Ø15x40Hcm – max 35 kgs),
- Four castors with two brakes, Ø125mm, S.S. handles and shelf for gloves, Aluminum push handle, dustbin

LOT 2

TECHNICAL SPECIFICATION OF ANETHESIA MACHINE

1. Physical Specifications

Dimensions and Weight

Height	1370 mm
Width	780 mm (not including breathing system)
	945 mm (including breathing system)
Depth	690 mm
Weight	<145 kg
	(without vaporizers and

	cylinders)

Top Shelf

Weight limit	30 kg
Width	305 mm
Length	545 mm

Work Surface

Height	850 mm
Area	1635 cm^2

2. Ventilator Specifications

Modes of Ventilation

- Manual/Spontaneous Ventilation/Bypass
- Volume Control Ventilation (VCV) with PLV function
- Pressure Control Ventilation (PCV) with/without volume guarantee (VG)
- Synchronized Intermittent Mandatory Ventilation (SIMV-Volume Controlled and SIMV-Pressure Controlled)
- Pressure Support Ventilation (PS) with apnea backup
- Synchronized Intermittent Mandatory Ventilation Volume Guarantee (SIMV-VG)
- Continuous Positive Airway Pressure/Pressure Support Ventilation (CPAP/PS)

3. Compensation

Circuit gas leakage compensation and automatic compliance compensation

4. Ventilation Parameters Range

Patient Size	Adult, Pediatric, Infant
Tidal volume	20~1500 mL ((Volume Mode) (increments of 1 mL)
	5~1500 mL (Pressure Mode)
Pinsp	5~70 cmH_2O (increments of 1 cmH_2O)
Plimit	10~100 cmH_2O (increments of 1 cmH_2O)
ΔPsupp	3~60 cmH_2O (increments of 1 cmH_2O)
	0, 3~60 cmH_2O (CPAP/PS)
Rate	4~100 bpm (increments of 1 bpm)
I:E	4:1 - 1:8 (increments of 0.5)

Inspiratory pause (Tip:Ti) OFF, 5% - 60% (increments of 1%) Inspiratory time (Tinsp) 0.2 - 5.0 s (increments of 0.1 s)

Trigger window	5% - 90% (increments of 5%)
Flow trigger	0.5 ~ 15 L/min (increments of 0.5L/min)
Pressure trigger	-20~ -1 cmH_2O (increments of 1 cmH_2O) Expiration
termination level	5% - 60% (increments of 5%)
Min Rate	2 - 60 bpm (increments of 1 bpm)
Tslope	0.0 - 2.0 s (increments of 0.1 s)
Apnea I: E	4:1~1:8 (increments of 0.5)

ΔPapnea	3 - 60 cmH_2O (increments of 1 cmH_2O)

5. Positive End Expiratory Pressure (PEEP)

Type	Integrated, electronic controlled
Range	OFF, 3~30 cmH_2O (increments of 1 cm H_2O)

6. Ventilator Performance

Driving pressure	280 kPa to 600 kPa
Peak gas flow	120 L/min + Fresh Gas Flow

7. Monitoring Parameters

Minute volume	0 ~ 100 L/min
Tidal volume	0~2500 ml
Inspired oxygen (FiO_2)	18% ~ 100%
Peak airway pressure	-20 ~ 120 cmH_2O
Mean pressure	-20 ~ 120 cmH_2O
Plateau pressure	-20 ~ 120 cmH_2O
I:E	4:1 ~ 1:10
Rate	0 ~120 bpm
PEEP	0 ~ 70 cmH_2O
Resistance (R)	0 ~ 600 $cmH_2O/(L/s)$

Compliance (C)	0 ~ 300 ml/cmH_2O

8. Control Accuracy

Volume delivery	< 75 ml: ± 15 ml ≥75 ml: ± 15 ml or ± 10% of the set value, whichever is greater
Pinsp	± 3.0 cmH_2O or ± 8% of the set value, whichever is greater
Plimit	± 3.0 cmH_2O or ± 8% of the set value, whichever is greater
ΔPsupp	± 3.0 cmH_2O or ± 8% of the set value, whichever is greater
ΔPapnea	± 3.0 cmH_2O or ± 8% of the set value, whichever is greater
PEEP	OFF: ≤ 4.0 cmH_2O 3 to 30 cmH_2O: ± 2.0 cmH_2O, or ± 8% of the set value, whichever is greater
Rate	± 1bpm or ± 5% of the set value, whichever is greater
I:E	2:1 to 1:4: ± 10% of the set value Other range: ± 25% of

	the set value
Tip:Ti	± 8%
Tinsp	± 0.2s

9. Monitoring Accuracy

Volume monitoring	< 75 ml: ± 15 ml ≥75 ml: ± 15 ml or ± 10% of the reading, whichever is greater
Pressure monitoring	± 2.0 cmH_2O
PEEP	± 2.0 cmH_2O or or ± 10% of the reading, whichever is greater
Rate	± 1bpm or ± 5% of the reading, whichever is greater
I:E	2:1 to 1:4: ± 10% of the reading Other range: ± 25% of the reading
MV	± 15% of the reading

10. Trend Graph

Continuous trend information with time discrete events for the latest

48 hours

11. Trend Table

Continuous trend information together with time discrete events for the latest 48 hours

12. Alarm Log Book

500 events storage, first in first out

13. Alarm setting

Tidal volume	Low: 0 ~ 1595 ml
	High: 5 ~ 1600 ml
Minute volume	Low: 0 ~ 99 L/min
	High: 0.2 ~ 100 L/min
Inspired oxygen	Low: 18% ~ 98%
	High: OFF, 20% ~ 100%
Apnea alarm	VTe < 10ml measured in 20s
	Paw < (PEEP + 3) cmH_2O in 20s
Airway pressure low	0 ~98 cmH_2O
Airway pressure high	2 ~100 cmH_2O

Sustained airway pressure alarm: 15s

Subatmospheric pressure alarm: Paw < -10 cmH_2O

Alarm silence countdown timer: 120 to 0 seconds

14. Ventilator Components

Flow Sensor

Type	Variable orifice flow sensor

Location	Inspiratory and expiratory port

Oxygen Sensor

Type	Galvanic fuel cell
FiO_2 displayed	18% to 100%
Accuracy	± (volume fraction of 2.5 % +2.5 % gas level)
Response Time	≤20 seconds

15.Ventilator Screen

Display type	Color active matrix TFT touch screen
Display size	12.1 in diagonal
Pixel format	1024 x 768
Brightness	Adjustable
Screen display	configurable
Display parameters	All setting and alarm parameters (including Breath rate, I/E ratio, Tidal volume, Minute volume, PEEP, MEAN, PEAK, PLAT, and O_2 concentration, $EtCO_2$, N_2O, Aesthesia gas

concentration, BIS)

Display waveforms P-T, F-T, V-T, CO_2 , BIS, O_2, Anesthetic gas, N_2O

Spirometry loops P-V, F-V and F-P

Timer On screen timer

16.Communication Ports

One RS-232C connector and one DB9 connector

Ethernet (RJ-45)

USB

VGA

Vaporizers

Vaporizer	V60 Anesthetic Vaporizer
	Sigma Delta Anesthetic Vaporizer
Support agents	Isoflurane,
	Sevoflurane
Position	MAX.2
Mounting mode	Selectatec®, with interlocking function
	Plug-in®, with interlocking function

17. Modules

Anesthesia Gas (AG) Module

Measurement mode	Infrared absorption
Monitor	CO_2, N_2O, Halothane,

gases	Enflurane, Isoflurane,
	Sevoflurane, Desflurane, MAC, Paramagnetic O_2 (optional)
Warm-up time	45 s (ISO accuracy mode)
	10min (full accuracy mode)
Sample rate	Adu/Ped: 150, 180, 200 ml/min
	Neo: 100, 110, 120 ml/min
Accuracy	± 10 mL/min or ± 10% of the set value, whichever is greater
Range	CO_2: 0% ~ 10%
	Des: 0% ~ 18 %
	Sev: 0% ~ 8%
	Enf, Iso, Hal: 0% ~ 5%
	O_2/N_2O: 0% ~ 100%

Carbon Dioxide (CO_2) Modules

Method	Infrared absorption
Module type	Mindray side-stream
	Capnostat mainstream
	Oridion micro-stream
	(optional)
Work mode	Standby or measurement

Displayed numerics	$EtCO_2$, $FiCO_2$
Waveform	Capnography

Side-Stream Carbon Dioxide (CO_2) Module

Measurement range	0 ~ 99 mmHg
Accuracy	± 2 mmHg (0 ~ 40 mmHg)
	± 5% of the reading (41 ~ 76 mmHg)
	± 10% of the reading (77 ~ 99 mmHg)
Resolution	1 mmHg
Sampling rate	Neonatal: 100 mL/min and 120 mL/min

optional

Adult/children: 120 mL/min and 150 mL/min optional

Sampling rate accuracy: ± 15% of the set value or ± 15 mL/min, whichever is greater

Warming-up time	< 1 min, enter the ISO accuracy mode
	After 1 min, enters the full accuracy mode
Response time	<4.5 s@100 mL/min
	<4.5 s@120 mL/min
	Measured by using neonatal watertrap and
	2.5 m neonatal sampling line

<5.5 s@120 mL/min

<5 s@150 mL/min

Measured by using adult watertrap and 2.5 m adult sampling line

Capnostat Mainstream CO_2 Module

Measurement range	0 ~ 150 mmHg
Accuracy	± 2 mmHg (0 ~ 40 mmHg)
	± 5% of the reading (41 ~ 70 mmHg)
	± 8% of the reading (71 ~ 100 mmHg)
	± 10% of the reading (101 ~ 150 mmHg)
Resolution	1 mmHg
Rise time	<60 ms
Response time	<2 s
Alarm limit	$EtCO_2$ High: OFF, 2 ~ 150 mmHg
	$EtCO_2$ Low: OFF, 0 ~ 148 mmHg
	$FiCO_2$ High: OFF, 1 ~ 150 mmHg

Micro-stream CO_2 Module

Measurement range	0 ~ 99 mmHg
Accuracy	0 ~ 38 mmHg: ± 2 mmHg
	39 ~ 99 mmHg: ± (5 %

	of the reading + 0.08 % of(the reading minus 38 mmHg))
Sampling rate	50 ml/min
Sampling accuracy	-7.5 ml/min ~ + 15 ml/min
Initialization time	30s
Response time	2.9s
Rising time	< 190 ms
Delay time	2.7s
Alarm range	$EtCO_2$ High: OFF, 2 ~ 99 mmHg
	$EtCO_2$ Low: OFF, 0 ~ 97 mmHg
	$FiCO_2$ High: OFF, 1 ~ 99 mmHg

18. Pneumatic Specifications

ACGO (Auxiliary Common Gas Outlet, Integrated)

Connector	ISO 22 mm OD and 15 mm ID

19. Pipeline

Supply

Gas type	O_2, N_2O and Air
Pipeline input range	280 to 600 kPa
Pipeline connections	DISS or NIST

Pipeline Supply Pressure Gauges

Display type	Mechanical
Ranges	0 to 1000kPa
Accuracy	± (4% of the full scale reading + 8% of the actual reading)

Cylinder Supply

Cylinder Supply	E Cylinder (American style or UK style)
O_2 Input Range	6.9 to 20 MPa
N_2O Input Range	4.2 to 6 MPa
Air Input Range	6.9 to 20 MPa
Cylinder Connections	Pin-Index Safety System (PISS)
Yoke Configuration	O_2, N_2O, Air

Cylinder Supply Pressure Gauges

Display type	Mechanical

Air Range	0 to 25 MPa
O_2 Range	0 to 25 MPa
N_2O Range	0 to 10 MPa
Accuracy	± (4% of the full scale reading+8% of the actual reading)

O_2 Controls

Method	N_2O shut off with loss of O_2 pressure
Supply failure alarm	≤ 220.6 kPa
O_2 Flush	25 ~ 75 L/min

O_2-N_2O Link system

Type	Mechanical
Range	O_2 concentration not lower than 25%

Electronic Flow Meters

O_2 flow range	0 to 15 L/min
Air flow range	0 to 15 L/min
N_2O flow range	0 to 10 L/min
Accuracy	between -10% and +10% of the indicated value (under 20°C and 101.3 kPa, for flow between 10% and

100% of full scale)

21. Breathing System Specification

Breathing system volume (Pre-pak)

Automatic ventilation 2850 ml

Manual ventilation 1800 ml

Breathing system volume (Non Pre-pak) Automatic ventilation 2600 ml

Manual ventilation 1800 ml

System Components

Carbon dioxide absorbent canister

Absorbent capacity: 1500 mL

Integrated expiratory limb water trap

Capacity: 6 mL

Breathing Circuit Parameters

Compliance	≤4 mL/100Pa (bag mode) Automatically compensates for compression losses within the breathing circuit in mechanical mode
Expiration resistance	< 6.0 cm H_2O @60 L/min
Inspiration resistance	< 6.0 cm H_2O @60 L/min

System Pressure Gauge

Range -20 ~ 100 cmH_2O

Accuracy ± (2% of the full scale reading + 4% of the actual reading)

21. Bag-to-Ventilator Switch

Type Bi-stable

Control Switch between manual and mechanical ventilation

22. Integrated Adjustable Pressure Limiting (APL) Valve

Range SP, 5 ~ 75 cmH_2O

Tactile knob indication at above 30 cmH_2O

Accuracy ± 10 cmH_2O or ± 15% of the setting value, which is greater

23. Anesthetic Gas Scavenging System (AGSS)

Size (H x W x D) 430 x 132 x 114 mm

Type of disposal system

Active: High-flow or Low-flow

Passive

Applicable standard ISO 80601-2-13

Pump rate 75 ~ 105 L/min (High-flow)

25 ~ 50 L/min (Low-flow)

Pressure relief device: Pressure compensation opening to the air State indication of the disposal system: The float falls below the "MIN" mark on the sight glass when the disposal system does not work or the pump rate is lower than 25 L/min (Low-flow) or 75 L/min (high-flow).

Connector of the disposal system: ISO 9170-2

24. Materials

All materials in contact with exhaled patient gases are autoclavable, except flow sensors (being not capable of being autoclaved), O_2 sensor, and mechanical pressure gauge.

All materials in contact with patient gas are latex free

LOT 3: ULTRASOUND MACHINE

1. Imaging Modes

Machine should support the following imaging modes:

- **B-Mode, M-Mode, Color M-Mode**
- **Color Doppler, Power Doppler, Directional PDI**
- **Pulsed Wave Doppler, Continuous Wave Doppler**
- **Free Xros MT/CMT** (anatomical M-mode)
- **TDI** (TVI, TVD, TVM, TEI)
- **Contrast Imaging (UWN+)**
- **Elastography**: STE, STQ, Natural Touch
- **Real-time 4D, iPage+, SCV+, Color 3D, iLive**
- **High-resolution flow (HR Flow), Glazing Flow**

2. Transducer Compatibility

The machine should support the following transducer:

Linear

- **L9-3s**: 2.5–9 MHz
- **L14-3Ws**: 3–14 MHz
- **L20-5s**: 6–23 MHz
- **L16-4Hs**: 3.5–16 MHz

Convex

- SC6-1s, SC8-2s, C6-2Gs, C11-3s

Phased

- SP5-1s, CW2s, CW5s

Volume / Endocavity

- SD8-1s, DE11-3Ws, V11-3Hs

TEE

- P7-3Ts

3. Physical Specifications (Resona I10)

- Dimensions:
    - Depth: 1020 ± 20 mm
    - Width: 550 ± 10 mm
    - Height: 1000 ± 20 mm
- Weight: 105 ± 4 kg (without probes)
- Monitor: 23.8-inch display
- Dual-Wing Floating Support Arm:
    - Rotation: 90° left / 150° right
    - Tilt: 20° backward / 85° forward
    - Travel: 300 ± 20 mm
-
- Touch screen
- • 15.6-inch high sensitivity anti-glare color touch screen
- Resolution: 1920*1080

Other requirements

Machine should come with printer

LOT 4

MEDICAL EQUIPMENT SPECIFICATIONS

1. ADULT PARALLEL BAR

General Description

The Adult Parallel Bar with Hoist and Sturdy Top should be heavy-duty rehabilitation and physiotherapy equipment designed to provide safe and stable support for adults during gait training, standing exercises, balance training, and assisted mobility rehabilitation.

The unit should incorporate adjustable parallel handrails, a robust supporting frame, an integrated hoist/lifting arrangement, and a strong top/support structure suitable for clinical and rehabilitation environments.

Construction and Materials

- Frame should be manufactured from heavy-duty, high-strength steel tubing.
- Steel components should be corrosion-resistant and finished with a durable powder-coated or equivalent protective coating.
- The base should be rigid, stable, and designed to minimize movement or tipping during use.
- Handrails should be smooth, comfortable to grip, and free from sharp edges.
- The top/support structure should be sturdy and capable of supporting the intended adult user safely.

Parallel Bar Specifications

- Should be designed specifically for adult users.
- It should have two parallel handrails.
- Handrail height should be adjustable to accommodate different adult users and rehabilitation requirements.
- Width between the parallel bars should be adjustable or suitably dimensioned for adult gait training.
- Adjustment mechanisms should be easy to operate and should incorporate positive locking devices to prevent accidental movement.
- The walking surface/base area should provide adequate clearance for safe movement.

Hoist/Lifting System

- The equipment shall include an integrated adult patient hoist/lifting system.
- The hoist shall be suitable for assisted transfer, standing, or gait-training.
- The hoist shall incorporate a secure locking/braking mechanism
- Lifting components, hooks, straps, or attachment points shall be designed for safe adult patient handling.
- The hoist system shall have a clearly stated safe working load.
- All load-bearing components shall be appropriately rated and securely attached to the main frame.
- Where applicable, the system shall include an emergency lowering mechanism.

Sturdy Top/Support Structure

- The top structure shall be fabricated from heavy-duty steel or an equivalent high-strength material.
- It shall provide a stable mounting/support point for the hoist system.
- The top shall be securely connected to the main frame.
- The structure shall withstand repeated clinical use without excessive flexing, deformation, or instability.
- The maximum permissible load shall be clearly indicated by the manufacturer.

Load Capacity

- Minimum safe working load for the parallel bar system: **at least 150 kg**, unless a higher capacity is specified by the manufacturer.

Accessories

- Patient lifting sling(s)
- Hoist attachment hardware
- Safety straps/restraints
- Adjustment and locking components

2.LIQUID NITROGEN CYLINDER AND ACCESSORIES

General Description

The liquid nitrogen system shall be suitable for the safe storage, handling, transport, and dispensing of liquid nitrogen (LN_2) for dermatological cryotherapy procedures

Liquid Nitrogen Cylinder/Dewar Specifications

Parameter	Minimum Requirement
Equipment type	Vacuum-insulated liquid nitrogen storage/dispensing dewar
Capacity	Approximately 50-60 litres,
Construction	High-quality stainless steel or equivalent suitable cryogenic material
Insulation	High-vacuum insulation
Operating temperature	Suitable for liquid nitrogen at approximately -196°C
Neck opening	Suitable for filling and dispensing accessories
Pressure	Suitable for atmospheric/low-pressure liquid nitrogen storage and dispensing
Evaporation rate	Low static evaporation rate
Base	Stable, robust base to prevent tipping
Lid	Insulated, secure but vented lid suitable for cryogenic storage
Corrosion resistance	High corrosion resistance
Mobility	Suitable for safe movement within the department
Safety	Designed specifically for liquid nitrogen storage and dispensing

Cryotherapy Accessories

The system shall be supplied with accessories suitable for dermatological cryotherapy, including:

- Cryotherapy spray gun/applicator.
- Appropriate cryotherapy nozzles/tips of different sizes.
- Flexible cryogenic transfer hose where applicable.

- Insulated dispensing/transfer assembly.
- Appropriate storage/working container for liquid nitrogen.
- Cryogenic-resistant gloves.
- Safety goggles or full-face protection.
- Appropriate cryogenic handling tools.
- Funnel or filling accessory designed specifically for liquid nitrogen, where required.
- Protective carrying/storage case for small accessories where applicable.

Cryotherapy Applicator/Spray Gun

The cryotherapy applicator shall:

- Be specifically designed for liquid nitrogen.
- Provide controlled application of liquid nitrogen.
- Permit accurate treatment of dermatological lesions.
- Have an ergonomic handle.
- Be manufactured from materials suitable for temperatures of approximately -196°C.
- Be easy to clean and maintain.
- Allow interchangeable nozzles/tips where applicable.
- Provide controlled spray/application suitable for dermatological procedures.

Nozzles/Tips

The equipment shall include a selection of interchangeable cryotherapy tips/nozzles suitable for:

- Small lesions.
- Medium-sized lesions.
- Larger lesions.
- Precise/localized treatment.

The supplier shall specify the size and type of each nozzle supplied.

Safety Requirements

The complete system shall incorporate or be supplied with appropriate safety measures for liquid nitrogen handling.

The supplier shall provide:

- Cryogenic protective gloves.
- Safety goggles and/or face shield.
- Appropriate insulated handling accessories.
- Safety instructions and warning labels.
- Instructions for safe filling, dispensing, storage and transport.
- Appropriate ventilation requirements.
- Emergency procedures for accidental exposure or spillage.

Material and Construction

- All components in contact with liquid nitrogen shall be suitable for cryogenic temperatures.
- Materials shall remain structurally sound at approximately -196°C.
- The dewar shall have high-quality vacuum insulation.
- External surfaces shall be durable and corrosion-resistant.
- The unit shall have a stable base and secure handling points.

3.AUTOMATIC EXTERNAL DEFIBRILLATOR (AED)

Key features

Weight: light weight

Technology: Biphasic

Max Energy:300J

Energy sequency

Adult mode: 150J,150J, 200J,120J

Pedtriatic mode: 50J, 50J, 75J, 50J,30J

Visual prompts:LED indicators and LCD screen

Patient Impendance scope: 20 to 200ohms

Aed pads: Adult and peadriatic

Output energy accuracy:+-15% or 3J

Important note: The machine should have rechargeable Battery and a charger

LOT 5

	Item	Specs	Sample image
1	DIATHERMY	**Functional description:** A diathermy machine (Electrosurgical Unit – ESU) is a high-frequency surgical generator used for cutting, coagulation, desiccation, and fulguration of biological tissue during surgical procedures. The equipment converts electrical energy into high-frequency current to minimize bleeding and improve surgical precision	
		Technical Specifications **Functional Capabilities** • Monopolar cutting and coagulation • Bipolar coagulation • Blend mode (simultaneous cut and coagulation) • Spray coagulation and soft coagulation • Adjustable power output • Microprocessor-controlled operation • Return electrode monitoring (REM) • Audio and visual alarms • Footswitch and hand-switch activation • Programmable memory presets • Self-test diagnostics during startup	

		• Simultaneous monopolar and bipolar operation The machine should have the following power setting modes Monopolar modes • Cut: 1-300 w, • blend: 1 200 w • coag: soft: 1-120 w, • fulgurate: 1-120 w, • spray: 1-120 w peak voltage: • cut: 1287 v, • blend: 2178 v, • coag: soft: 264 v, • fulgurate: 3449 v, • spray: 3933 v Bipolar modes power setting low: 1-15 w, medium: 16-40 w, high: 45-95 w peak voltage: cut: 742 v coag: 318 v – ligasure technology: - vessel sealing: up to 7 mm in diameter – sealing time: up to 50% faster - jaw temperature: lower by 2 degrees The machine should support tissues sensing technology for automatic adjustment of energy output based on tissue composition	
		Electrical Requirements **Parameter** — **Specification** Input Voltage — 220–240 VAC ±10% Frequency — 50/60 Hz Power Consumption — ≤ 800 VA Output Frequency — 300 kHz – 1 MHz Maximum Output Power — Minimum 300 W Patient Safety Classification — Class I, Type CF	

		Leakage Current: According to IEC 60601-1 Protection: Overload and short-circuit protection Fuse Protection: Internal replaceable fuse Grounding: Protective earth grounding required Isolation: HF isolated patient circuit	
		Environmental **Parameter** — **Requirement** Operating Temperature — 10°C – 40°C Storage Temperature — -10°C – 55°C Relative Humidity — 30% – 80% non-condensing	
		Measurements and Dimensions: **Parameter** — **Specification** Width — 250–400 mm Height — 100–180 mm Depth — 280–450 mm Weight — 5–12 kg Display — Digital LED/LCD Control Interface — Touch panel or membrane keypad	
		Spare parts and accessories **The machine should come with the following standard accessories** • Monopolar handpiece • Bipolar forceps • Footswitch pedal • Patient return cable • Reusable electrodes set **Other Spare Parts** • Fuses	

		• Footswitch assembly • Power cable • Neutral plate cable • Handpiece pencils • Electrodes	
		Documentation: The supplier shall provide: • User manual • Service manual	

	Item	Specs	Sample image
2	PILL COUNT MACHINE	• Type: Automatic electronic tablet, capsule and pill counting machine • Counting range: 1-5000 tablets/capsule per batch • Counting speed: 300-500 tablets per minute • Display: LCD display with adjustable counting quantity and speed • Power supply: 220-240 V AC, 50 Hz • Accessories: it should come with collecting bottles •	

	Item	Specs	Sample image
3	Electronic weighing Scale	**Specifications** • Capacity: Maximum Weight Capacity 300kg • Readability: Minimum Increment of 0.01 kg, • Units of Measurement: kg **Dimensions** • Platform Size: [Length x Width] (30 cm x 30 cm) **Display** • Type: LCD or LED] • Backlight: Yes **Power Supply** • Power Source: [Battery, AC Adapter, Rechargeable] • Battery Life: Duration approx 200 hours after charge)	

		Features • Tare Function: Yes/ • Hold Function: Yes/ • Auto-off Feature: Yes	

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 [include full name (last, middle, first), nationality, country of residence]	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)

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**]

[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.

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: **Dominic Chimaliro**

Date: ……

Title/Position: **Principal Procurement Officer**

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:

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.

8.2Where 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.

8.3For 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.

8.4For 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.

9.2Where 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.