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**Bidding Document for the urgent Supply and Delivery of Medical Supplies by National Competitive Bidding (NCB)**

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| **Procurement Reference Number:** | **CMST/G/MMS/020/000570** |
| **Subject of Procurement** | **Supply and Delivery of Medical Supplies for Central Hospitals and DHOs** |
| **Date of Issue of Bidding Document:** | **30th April 2021** |
| **Bid Closing Date and Time** | **12th May 2021 at 14:00** |

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| **Section I: Instructions to Bidders**  A General  1. Scope of Bid  1.1 The Procuring Entity indicated in the Bid Data Sheet (BDS), invites bids by the issue of this Bidding Document for the supply of Medical Supplies as specified in Section 6, Statement of Requirements. These Instructions to Bidders shall be read in conjunction with the BDS. The subject of procurement, the procurement reference number, and number of lots of this Bidding Document are provided in the BDS.  1.2 The Bidding Document is issued under the procurement method indicated in the BDS.  1.3 Throughout the Bidding Document:  (a) the term “in writing” means communicated in written form with proof of receipt;  (b) if the context so requires, singular means plural and vice versa; and  (c) “day” means calendar day  2. Source of Funds  2.1 The Procuring Entity has an approved budget funds toward the cost of the procurement described in the BDS. The Procuring Entity intends to use these funds to place a contract for which this Bidding Document is issued.  2.2 Payments will be made directly by the Procuring Entity and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring Entity.  3. Fraud and Corruption  3.1 The Government requires that Procuring Entities, as well as Bidders and Suppliers under government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government:  (a) defines, for the purposes of this provision, the terms set forth below:  (i) "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;  (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;  (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish prices at artificial, non-competitive levels; and  (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.  (v) “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an 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  (b) will reject a recommendation for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question; and  (c) will debar a Bidder from participation in public procurement for a specified period of time if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.  4. Eligible Bidders  4.1 A Bidder may be a natural person, private entity, government-owned entity (subject to ITB Sub-Clause 4.5) or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association, unless otherwise specified in the BDS, in which case all parties shall be jointly and severally liable.  4.2 This Invitation for Bids is open to all suppliers from eligible source countries as defined in Section 5, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the Contract including related services.  4.3 A Bidder shall not have a conflict of interest. All Bidders found to be in conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they are associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Government of Malawi to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be procured under this Invitation for Bids.  4.4 A firm that is under a declaration of suspension by the Office of the Director of Public Procurement (ODPP) in accordance with ITB Clause 3.1, at the date of the deadline for bid submission or thereafter, shall be ineligible.  4.5 Government-owned enterprises shall be eligible if they can establish that they are legally and financially autonomous, operate under commercial law, and are not a dependent agency (directly or indirectly) of the Procuring Entity or the Government of Malawi.  4.6 Bidders shall provide such evidence of their eligibility satisfactory to the Procuring Entity, to verify that the bidder:  (a) has the legal capacity to enter into a contract;  (b) is not insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing; and  (c) has fulfilled their obligations to pay taxes according to the tax laws of their country of registration.  4.7 In order to demonstrate compliance with the criteria in ITB Sub-Clause 4.6, a Bidder shall submit with its Bid:  (a) a copy of its annual tax clearance certificate;  (b) appropriate documentary evidence demonstrating its compliance; and  (c) such other documentary evidence as may be specified in the BDS.  5. Eligible Goods  5.1 All Goods to be supplied under the Contract shall have as their country of origin an eligible country in accordance with Section 5, Eligible Countries.  5.2 The term “country of origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognised article results that differs substantially in its basic characteristics from its imported components.  5.3 If so required in the BDS, the Bidder shall demonstrate that it has been duly authorised by the Manufacturer of the Goods to supply, in the Republic of Malawi the Goods indicated in its bid.  B Contents of Bidding Document  6. Sections of Bidding Document  6.1 The Bidding Document consists of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 8.  Part 1 Bidding Procedures  • Section 1 Instructions to Bidders (ITB)  • Section 2 Bid Data Sheet (BDS)  • Section 3 Evaluation and Qualification Criteria  • Section 4 Bidding Forms  • Section 5 Eligible Countries  Part 2 Supply Requirements  • Section 6 Statement of Requirements  Part 3 Contract  • Section 7 General Conditions of Contract (GCC)  • Section 8 Special Conditions of Contract (SCC)  • Section 9 Contract Forms  6.2 The Procuring Entity is not responsible for the completeness of the Bidding Document and its Addenda if they were not obtained directly from the Procuring Entity. Bidders who did not obtain the Bidding Document directly from the Procuring Entity may be rejected during evaluation. Where a Bidding Document is obtained from the Procuring Entity on a Bidder’s behalf, the Bidder’s name must be registered with the Procuring Entity at the time of sale and issue.  6.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.  7. Clarification of Bidding Document  7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Procuring Entity in writing at the Procuring Entity’s address indicated in the BDS. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of bids. The Procuring Entity shall forward copies of its response to all Bidders who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Procuring Entity deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and Sub-Clause 23.2.  8. Amendment of Bidding Document  8.1 At any time prior to the deadline for submission of bids, the Procuring Entity may amend the Bidding Documents by issuing Addenda.  8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all Bidders who have obtained the Bidding Documents directly from the Procuring Entity.  8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2  C Preparation of Bids  9. One Bid per Bidder  9.1 A Bidder shall submit only one bid either individually or as a partner of a joint venture (other than in cases of alternatives pursuant to ITB Clause 20). A firm that submits either individually or, as a member of a joint venture, more than one bid will cause all the proposals with the firm’s participation to be disqualified.  10. Cost of Bidding  10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid and The Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.  11. Language of Bid  11.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.  12. Clarification of Bidding Document  12.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Procuring Entity in writing or by cable (for these ITB, the term “cable” is deemed to include electronic mail, telex, or facsimile) at the Procuring Entity’s address indicated in the BDS. The Procuring Entity will respond in writing to any request for clarification received no later than fourteen (14) calendar days prior to the deadline of submission of bids. Copies of the Procuring Entity’s response shall be sent to all prospective Bidders who have purchased the Bidding Document, including a description of the inquiry but without identifying its source.  13. Documents Comprising the Bid  13.1 The Bid submitted by the Bidder shall comprise the following:  (a) Duly filled-in Bid Submission Sheet and the applicable Price Schedules in accordance with ITB Clauses 12, and 14;  (b) Original form of Bid Security, if applicable, in accordance with ITB Clause 20;  (c) alternative bids, if permissible, in accordance with ITB Clause 14;  (d) written confirmation authorising the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 23  (e) documentary evidence in accordance with ITB Clause 15 establishing the Bidder’s eligibility to bid;  (f) documentary evidence in accordance with ITB Clauses 17 and 29, that the Goods conform to the Bidding Document;  (g) documentary evidence in accordance with ITB Clause 18 establishing the Bidder’s qualifications to perform the contract if its Bid is accepted; and  (h) any other documentation specified in the BDS.  14. Bid Submission Sheet and Price Schedules  14.1 The Bidder shall submit the Bid Submission Sheet using the form furnished in Section 4, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested, which includes:  (a) the reference of the Bidding Document and the number of each addenda received;  (b) a brief description of the Goods offered;  (c) the total bid price;  (d) the period of validity of the bid;  (e) a commitment to submit a performance security and the amount;  (f) a declaration of nationality of the Bidder;  (g) a declaration that the Bidder, including all parties comprising the Bidder, is not participating, as a Bidder, in more than one bid in this bidding process; except for alternative bids in accordance with ITB Clause 14;  (h) confirmation that the Bidder has not been declared ineligible or suspended by the Office of the Director of Public Procurement;  (i) a declaration concerning investigations relating to any other public procurement tender exercise or awarded contract;  (j) a declaration on gratuities and commissions;  (k) the names and addresses of the Directors of the bidder;  (l) a declaration concerning the country of registration the Bidder; and  (m) an authorised signature.  14.2 The Bidder shall submit the Price Schedules for Goods, using the forms furnished in Section 4, Bidding Forms. The Price Schedule Forms shall indicate, as appropriate:  (a) the item number;  (b) a brief description of the Goods or Related Services to be supplied;  (c) their country of origin;  (d) quantity;  (e) unit prices;  (f) customs duties and all taxes paid or payable in Malawi;  (g) total price per item;  (h) subtotals and totals per Price Schedule; and  (i) an authorised signature.  15. Alternative Bids  15.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.  16. Bid Prices  16.1 All items in the Statement of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.  16.2 The terms EXW (Ex Works), CIF (Cost Insurance & Freight), CIP (Carriage & Insurance Paid), and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, at the date of the Invitation for Bids.  16.3 Prices proposed on the Price Schedule Forms for Goods, shall be disaggregated solely for the purpose of facilitating the comparison of bids by the Procuring Entity. This shall not in any way limit the Procuring Entity’s right to contract on any of the terms offered:  (a) For goods:  (i) the price of the goods shall be quoted DDP named place of delivery, or as specified in the BDS;  (ii) all Malawian customs duties and sales and other taxes already paid or payable on the goods or on the on the components and raw material used in the manufacture or assembly if the contract is awarded to the Bidder; and  (iii) the total price for the item.  (b) For related services  (i) the price of the related services;  (ii) all Malawian customs duties and sales and other taxes already paid or payable on the related services if the contract is awarded to the Bidder; and  (iii) the total price for the item.  16.4 Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS.  16.5 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Prices quoted shall be for each complete lot or item.  17. Currencies of Bid  17.1 For Goods that the Bidder will supply from inside Malawi the prices shall be quoted in Malawi Kwacha, unless otherwise specified in the BDS.  17.2 For Goods that the Bidder will supply from outside Malawi prices shall be expressed in Malawi Kwacha unless otherwise specified in the BDS. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may indicate the percentage of the bid price to be paid in no more than three currencies different from the currency of Malawi.  18. Documents Establishing the Eligibility of the Bidder  18.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the eligibility declarations in the Bid Submission Sheet, included in Section 4, Bidding Forms.  19. Documents Establishing the Eligibility of Goods  19.1 To establish the eligibility of the Goods, in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section 4, Bidding Forms.  20. Documents Establishing the Conformity of the Goods to the Bidding Document  20.1 To establish the conformity of the Goods to the Bidding Documents, the Bidder shall furnish as part of its bid the documentary evidence specified in Section 6, Statement of Requirement.  20.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Goods, demonstrating substantial responsiveness of the Goods to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of the Statement of Requirement.  20.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Statement of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity’s satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Statement of Requirements.  21. Documents Establishing the Qualifications of the Bidder  21.1 To establish its qualifications to perform the Contract, the Bidder shall submit the evidence indicated for each qualification criterion specified in Section 3, Evaluation and Qualification Criteria.  22. Period of Validity of Bids  22.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed. A bid valid for a shorter period shall be rejected as non-responsive.  22.2 In exceptional circumstances, prior to expiry of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.  23. Bid Security  23.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, a bid security in original form and in the amount and currency specified in the BDS.  23.2 The bid security shall be in any of the following forms:  (a) a bank guarantee; or  (b) a cashier’s or bank certified cheque or payable order; or  (c) a bid securing declaration;  all from a reputable source in an eligible country. The bid security shall be submitted using the Bid Security Form included in Section 4, Bidding Forms, or in another substantially similar format acceptable to the Procuring Entity. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eighty (28) days beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended.  23.3 Any bid not accompanied by a substantially responsive bid security, if one is required in accordance with ITB Sub-Clause 20.1, shall be rejected as non responsive.  23.4 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.  23.5 The bid security may be forfeited:  (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 19.2; or  (b) if the successful Bidder fails to:  (i) sign the Contract in accordance with ITB Clause 41;  (ii) furnish a performance security in accordance with ITB Clause 42; or  (iii) accept the correction of its Bid Price pursuant to ITB Sub-Clause 30.5.  24. Format and Signing of Bid  24.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it “ORIGINAL.” In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.  24.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder. This authorisation shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the bid, except for unamended printed literature, shall be signed or initialled by the person signing the bid.  24.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.  D Submission and Opening of Bids  25. Sealing and Marking of Bids  25.1 The Bidder shall enclose the original and each copy of the bid, including alternative bids if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes containing the original and the copies shall then be enclosed in one single envelope.  25.2 The inner and outer envelopes shall:  (a) be addressed to the Procuring Entity in accordance with ITB Sub-Clause 23.1;  (b) bear the subject of the procurement or the Project name, and procurement reference number indicated in the BDS;  (c) bear a statement “Do Not Open Before [date and time]” to be completed with the time and date specified in the BDS.  25.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to ITB Clause 27.1.  25.4 If all envelopes are not sealed and marked as required, the Procuring Entity shall assume no responsibility for the misplacement or premature opening of the bid.  26. Deadline for Submission of Bids  26.1 Bids must be received by the Procuring Entity at the address and no later than the date and time indicated in the BDS.  26.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.  27. Late Bids  27.1 The Procuring Entity shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 23. Any bid received by the Procuring Entity after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.  28. Withdrawal, Substitution, and Modification of Bids  28.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorised representative, and shall include a copy of the authorisation in accordance with ITB Sub-Clause 22.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:  (a) Submitted in accordance with ITB Clauses 21 and 22 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” or “Modification;” and  (b) Received by the Procuring Entity prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.  28.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned unopened to the Bidders.  28.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and expiry of the period of bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.  29. Bid Opening  29.1 The Procuring Entity shall conduct the bid opening in the presence of Bidders` designated representatives who choose to attend, and at the address, date and time specified in the BDS.  29.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorisation to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorisation to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.  29.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a bid security, if required; and any other details as the Procuring Entity may consider appropriate. No bid shall be rejected at bid opening except for late bids, in accordance with ITB Sub-Clause 24.1.  29.4 The Procuring Entity will prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts and alternative offers; and the presence or absence of a bid security, if one was required. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record may be provided to Bidders upon request.  E Evaluation and Comparison of Bids  30. Confidentiality  30.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.  30.2 Any effort by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and post-qualification of the bids or Contract award decisions shall result in the rejection of its bid.  30.3 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the bidding process, it should do so in writing.  31. Clarification of Bids  31.1 To assist in the examination, evaluation, comparison and post qualification of the bids, the Procuring Entity may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Entity shall not be considered. The request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the bids, in accordance with ITB Clause 30.  32. Responsiveness of Bids  32.1 The Procuring Entity’s determination of a bid’s responsiveness is to be based on the contents of the bid itself.  32.2 A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:  (a) affects in any substantial way the scope, quality, or performance of the Goods specified in the Contract; or  (b) limits in any substantial way, inconsistent with the Bidding Document, the Procuring Entity’s rights or the Bidder’s obligations under the Contract; or  (c) if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.  32.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.  33. Nonconformities, Errors, and Omissions  33.1 Provided that a bid is substantially responsive, the Procuring Entity may waive any non-conformity or omissions in the bid that does not constitute a material deviation.  33.2 Provided that a bid is substantially responsive, the Procuring Entity may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.  33.3 Provided that a bid is substantially responsive, the Procuring Entity shall rectify nonmaterial nonconformities or omissions. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the highest price quoted among all the other bidders for the missing or non-conforming item.  33.4 Provided that the bid is substantially responsive, the Procuring Entity shall correct arithmetical errors on the following basis:  (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;  (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and  (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.  (d) If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security may be forfeited.  34. Preliminary Examination of Bids  34.1 The Procuring Entity shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.  34.2 The Procuring Entity shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the bid shall be rejected.  (a) Bid Submission Sheet, including:  (i) a brief description of the Goods offered; and  (ii) the price of the Bid;  (iii) the period of validity of the Bid;  (b) Price Schedules;  (c) Written confirmation of authorisation to commit Bidder; and  (d) Bid Security, if applicable.  35. Examination of Terms and Conditions; Technical Evaluation  35.1 The Procuring Entity shall examine the bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.  35.2 The Procuring Entity shall evaluate the technical aspects of the bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section 6, Statement of Requirements, have been met without any material deviation or reservation.  35.3 If, after the examination of the terms and conditions and the technical evaluation, the Procuring Entity determines that the bid is not substantially responsive in accordance with ITB Clause 29, it shall reject the bid.  36. Conversion to Single Currency  36.1 For evaluation and comparison purposes, the Procuring Entity shall convert all bid prices expressed in the amounts in various currencies into a single currency, using the selling exchange rate established by the source and on the date specified in the BDS.  37. Evaluation of Bids  37.1 The Procuring Entity shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.  37.2 To evaluate a bid, the Procuring Entity shall use all the criteria and methodologies defined in this Clause and in Section 3, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.  37.3 To evaluate a bid, the Procuring Entity shall consider the following:  (a) the bid price;  (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.4;  (c) adjustment for nonconformities and omissions in accordance with ITB Sub-Clause 30.3;  (d) application of all the evaluation factors indicated in Section 3, Evaluation and Qualification Criteria.  37.4 In the calculation of the evaluated cost of bids, the Procuring Entity shall exclude and not take into account:  (a) in the case of goods manufactured in the Republic of Malawi or goods of foreign origin already located in the Republic of Malawi, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;  (b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and  (c) any allowance for price adjustment during the period of execution of the Contract, if provided in the bid.  37.5 The Procuring Entity’s cost evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 13. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods. The factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids as specified in Section 3, Evaluation and Qualification Criteria. The factors to be used and the methodology of application shall be indicated in Section 3, Evaluation and Qualification Criteria.  38. Comparison of Bids  38.1 The Procuring Entity shall compare all substantially responsive bids to determine the lowest evaluated bid.  39. Post-qualification of the Bidder  39.1 The Procuring Entity shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.  39.2 The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB Clause 18, to clarifications in accordance with ITB Clause 28 and the qualification criteria indicated in Section 3, Evaluation and Qualification Criteria. Factors not included in Section 3 shall not be used in the evaluation of the Bidder’s qualification.  39.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Procuring Entity shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder’s capabilities to perform satisfactorily.  40. Procuring Entity’s Right to Accept Any Bid, and to Reject Any or All Bids  40.1 The Procuring Entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.  F Award of Contract  41. Award Criteria  41.1 The Procuring Entity shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.  42. Procuring Entity’s Right to Vary Quantities at Time of Award  42.1 At the time the Contract is awarded, the Procuring Entity reserves the right to increase or decrease the quantity of Goods originally specified in Section 6, Statement of Requirement, provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Document.  43. Notification of Award  43.1 Prior to expiry of the period of bid validity, the Procuring Entity shall notify the successful Bidder, in writing, that its bid has been accepted. At the same time, the Procuring Entity shall also notify all other Bidders of the results of the bidding.  43.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.  43.3 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Procuring Entity. The Procuring Entity will promptly respond in writing to the unsuccessful Bidder  43.4 The Procuring Entity shall publish in the Malawi Government Gazette the results of the award of contract, as required by the Public Procurement Act 2003.  44. Signing of Contract  44.1 Promptly after the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity will send the Bidder the Contract Form provided in the Bidding Document, incorporating all agreements between the parties  44.2 Within thirty (30) days of receipt of the Contract documents, the successful Bidder shall sign, date, and return it to the Procuring Entity.  45. Performance Security  45.1 Within thirty (30) days of receipt of notification of award, the successful Bidder shall furnish the performance security in accordance with the GCC, using for that purpose the Performance Security Form included in Section 9, Contract Forms, or another form acceptable to the Procuring Entity.  45.2 Failure of the successful Bidder to submit the Performance Security or sign the Contract shall constitute sufficient grounds for annulment of the award and forfeit of the bid security. In that event, the Procuring Entity may award the Contract to the next lowest evaluated Bidder whose bid is substantially responsive and is determined to be qualified to perform the Contract. |

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| Section 2: Bid Data Sheet (BDS)  The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB. | |
| **ITB reference** | Data relevant to ITB |
| A. Introduction | |
| **ITB 1.1** | The Procuring Entity is the **Central Medical Stores Trust** |
| **ITB 1.1; 2.1 and 25.2(b)** | The Project name or the subject of the procurement is:  **Supply and Delivery of Medical Supplies.** |
| **ITB 1.1and 25.2(b)** | The Procurement Reference Number is:  **CMST/G/MMS/020/000570** |
| **ITB 1.1** | The list of items consists of five different Class of items as follows:  **Class F: Surgical Equipment**  **Class I: Opthalamic Items**  **Class L: Hospital Equipment**  **Class M: Laboratory Items**  **Class N: X-ray firms & equipment**  **Class P. Dental Items**  The bidder may quote for one or more items but must quote for the total quantities of the items offered.  - Bids will be evaluated and contracted item-wise : |
| **ITB 1.2** | The Bidding Document is issued under Procurement Method:  **National Competitive Bidding (NCB).** |
| **ITB 5.3** | In case of the bidder not being the manufacturer, it is required to include with its bid a Manufacturer’s authorization to supply in Malawi the products offered in the bid which are indicated with (X) in section 6.1 Statement of requirements |
| B. Bidding Documents | |
| **ITB 7.1** | For clarification purposes only, the Procuring Entity’s address is:  Attention**: Procurement Manager**  **Central Medical Stores Trust**  **Mzimba Street, Private Bag 55, Lilongwe, Malawi**  **Telephone: + 265 01 753 910/912**  **Facsimile number: + 265 01 751 326**  E-mail address: [procurement@cmst.mw](mailto:procurement@cmst.mw) |
| **ITB 11.1(h)** | Additional Documents Comprising the Bid.  **For Class F, H, L, M, N, P**  Additional Documents Comprising the Bid   1. The Bidder is requested to provide a **brochure with product information** in support of their technical offer for each of the items offered and indicated with (S) in section 6.1 Statement of requirements under separate cover at or before the Bid closing date and time. |
| C. Preparation of Bids | |
| **ITB 15.1** | Alternative bids shall not be considered. |
| **ITB 16.2** | The Incoterms edition is: 2010 Edition. The trade term DDP shall be added by the stipulation that the supplier shall be responsible and shall bear the costs for the customs clearance procedure. |
| ITB 16.3 | For Goods and Related Services, the Bidder shall quote prices using the following Incoterm: the price of the Goods quoted **DDP, Central Medical Stores Trust, Receipts Section, National Pharmaceutical Warehouse, Mzimba Drive, Lilongwe, Malawi.** |
| **ITB 17.1** | For Goods that the Bidder will supply from inside Malawi the prices shall be quoted in Malawi Kwacha, unless otherwise specified |
| **ITB 17.2** | For Goods that the Bidder will supply from outside Malawi prices shall be expressed in Malawi Kwacha unless otherwise specified in the BDS |
| **ITB 22.1** | The bid validity period shall be**: 90 days** after bid opening. A bid with bid validity that expires prior to the 90 days validity shall be rejected. |
| **ITB 23.1** | A completed bid securing declaration is required in the format provided in section 4 (bidding forms). |
| D. Submission and Opening of Bids | |
| **ITB 24.1** | In addition to the original bid, the number of copies required is:  Two (2) Copies.  Bidders shall also submit a compact disk copy of the price schedule with their bid. Note: no bid will be rejected if not complied with. |
| **ITB 24.2** | The written confirmation of authorisation to sign on behalf of the Bidder shall consist of: **Power of Attorney**, showing the name and the signature of the grantor and the attorney, attested by a notary public. |
| **ITB 26.1** | For bid submission purposes only, the Procuring Entity’s address is:  **The Chairperson,**  **Internal Procurement and Disposal Committee**  **Central Medical Stores Trust, Private Bag 55,**  **Mzimba Street, Lilongwe, Malawi**  **The deadline for bid submission is:**  **Date: 12th May 2021**  **Time: 14:00 local time** |
| **ITB 29.1** | The bid opening shall take place at:  **CMST Conference room, 1st Floor,**  **Mzimba Street, Lilongwe, Malawi**  **Date: 12th May 2021**  **Time: 14:00 Local time.** |
| E. Evaluation, and Comparison of Bids | |
| **ITB 33.1** | The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: **Malawi Kwacha.**  The source of exchange rate shall be: **Reserve Bank of Malawi.**  The date for the exchange rate shall be: **the date of Bid Opening.** |
| F. Award of Contract | |
|  |  |
| **ITB 40.2** | Given that the Procuring Entity is likely to be entering into contractual relations with the successful bidder, the issuance of intention to award notice represents the start of the standstill stage in the procurement process of 14 days, before committing itself to any binding legal obligations. |
| **ITB 42** | The percentage by which quantities may be increased is: **15%**  The percentage by which quantities may be decreased is: **15%** |

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| Section 3: Evaluation and Qualification Criteria (EQC) |

This section, read in conjunction with Section 1, Instructions to Bidders and Section 2, Bid Data Sheet, contains all the factors, methods and criteria that the Procuring Entity shall use to evaluate a bid and determine whether a bidder has the required qualifications. No other factors, methods or criteria shall be used.

* 1. In accordance with ITB Clause 34.3(d), the Procuring Entity’s evaluation of a bid will take into account, in addition to the bid price, the following factors, which will be quantified as specified in 1.2 below:

1. the delivery schedule offered in the bid.
   1. The factors specified in 1.1 above will be quantified as follows:
2. The goods are required to be delivered (shipped) within an acceptable range of weeks specified in the Statement of Requirements. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non responsive. Within this acceptable range, an adjustment per week, using the rates for liquidated damages specified in the Special Conditions of Contract, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

2 Application of Domestic Preference

2.1 The Procuring Entity shall grant a 15% margin of preference to locally manufactured goods supplied by Malawian suppliers for the purpose of bid comparison.

2.2 The margin of preference will be applied in accordance with the Public Procurement Act - Clauses 82, 83 and 84.

3. Qualification Criteria

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 37.1, the Procuring Entity shall carry out the post-qualification of the Bidder in accordance with ITB Clause 38, using only the factors, methods and criteria specified below. Factors not included in this Section shall not be used in the evaluation of the Bidder’s qualification.

**3.1 Qualification requirements**

**4.1. Financial Capability**

Proof of availability of funds or access to credit lines one and half (1.5) times the bid amount.

**4.2 Experience and Technical Capacity**

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

1. Documentary evidence that they have supplied similar volume of goods during the last two (2) years in sub-Saharan Africa.
2. Average annual turnover in the last three years for similar items at least two times the value of the item offered.

Section 4: Bidding Forms

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|  |
| --- |
| Bid Submission Sheet  [Input of Information to be completed by Bidder] |

Date: [Insert Date….......Month….......Year…….....) of Bid Submission]

Procurement Reference Number: **CMST/G/MMS/020/000570**

Alternative No.: [insert identification No if this is a Bid for an alternative]

To: Central Medical Stores Trust

Private Bag 55

Mzimba Street

Lilongwe, Malawi.

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda No: [insert the number and issuing date of each Addenda];
2. We offer to supply in conformity with the Bidding Documents and in accordance with the delivery schedule specified in the Schedule of Requirements the following Goods and Related Services: **[insert a brief description of the Goods and Related Services]**;
3. The total price of our Bid, excluding any discounts offered in item (d) below is: **[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]**;
4. The discounts offered and the methodology for their application are:

**Unconditional Discounts**. If our bid is accepted, the following discounts shall apply. [Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.];

**Methodology of Application of the Discounts**. The discounts shall be applied using the following method: [Specify in detail the method that shall be used to apply the discounts];

**Conditional Discounts**. If our bid(s) are accepted, the following discounts shall apply. [Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.];

**Methodology of Application of the Discounts**. The discounts shall be applied using the following method: [Specify in detail the method that shall be used to apply the discounts];

1. Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before expiry of that period;
2. We, including any subcontractors for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with ITB Clause 4.1 and have not been suspended by the Office of the Director of Public Procurement in Malawi from participating in public procurement;
3. We are not participating, as Bidders, in more than one bid in this bidding process, other than alternative bids in accordance with the Bidding Document;
4. We do not have any conflict of interest and have not participated in the preparation of the original Schedule of Requirements for the Procuring Entity;
5. If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents, in the amount of 10% of the total contract price for the due performance of the Contract;
6. We, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries [insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a consortium or association, and the nationality each subcontractor and supplier];
7. We are not participating, as Bidders, in more than one bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
8. Our firm, its affiliates or subsidiaries - including any subcontractors or suppliers for any part of the contract - has not been declared ineligible or suspended from public procurement by the Office of the Director of Public Procurement of the Republic of Malawi.
9. Our firm, its affiliates or subsidiaries, including subcontractors or suppliers for any part of the contract are not under investigation by the Anti Corruption Bureau or any other law enforcement body in Malawi relating to participation in any public procurement bid exercise or execution of any public procurement contract relating to the purchase of goods, works and services by any Procuring Entity.
10. The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]

|  |  |  |  |
| --- | --- | --- | --- |
| **Name of Recipient** | **Address** | **Reason** | **Amount** |
|  |  |  |  |
|  |  |  |  |

(If none has been paid or is to be paid, indicate “none.”)

1. The names and physical addresses of the Directors of our firm are provided in the table below:

|  |  |
| --- | --- |
| **Name** | **Address** |
|  |  |
|  |  |
|  |  |

1. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
2. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

|  |  |
| --- | --- |
| Name [insert complete name of person signing the Bid] | In the capacity of [insert legal capacity of person signing the Bid]. |
|  | Signed [insert signature of person whose name and capacity are shown above |
| Duly authorised to sign the bid for and on behalf of [insert complete name of Bidder]. | |
| Dated on …….. day of ………………………….., 2021 [insert date of signing | |

Price Schedule for Goods and Related Services

**[Input of Information to be completed by Bidder]**

Date:… [**insert date (as day, month and year) of Bid Submission**]..

Procurement Reference Number: [**insert number of bidding process**]

Name of the Bidder: …[**Insert full name of Bidder**

| *1* | *2* | *3* | *4* | *5* | *6* | *7* | *8* | *10* | *11* |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Item No.** | **CMST CODE** | **Good or Related Service** | **Unit pack size** | **Quantity (No. of unit packs )** | **Country of origin** | **Percent of Malawian origin 1** | **Unit price 2** | **Import Duties, Sales Taxes and other Taxes, per unit 2** | **Total Price** |
| [Insert number of item] |  | [name of items, good or related service] | Pack Description [kit], Unit size [96] Unit [tests] | [number of unit packs of this item to be purchased] | [insert country of origin of this item] | [if the margin of preference applies, insert percentage of national origin for this item] | [insert the unit price of this item, excluding all import duties and taxes, paid or payable in the Republic of Malawi] | [insert all import duties, taxes paid or payable in the Republic of Malawi on this item] | [insert the total price for this item, which is the sum of columns 5 and 8 |
|  |  | **CLASS H: SURGICAL EQUIPMENT** |  |  |  |  |  |  |  |
| 1 | HH366630 | Digital Weighing scale for Neonate and Infants ;Weight 0 to 5 kg | each | 1 |  |  |  |  |  |
| 2 | HH000320 | Artery Forceps Straight ;Size 6cm | each | 1 |  |  |  |  |  |
| 3 | HH067800 | Forceps sponge holding ;Rampley/Foerster | pair | 1 |  |  |  |  |  |
| 4 | HH152400 | Thermometer Infrared Digital, ;Any size | each | 6 |  |  |  |  |  |
| 5 | HH192200 | Straight Elevators ;2mm | each | 1 |  |  |  |  |  |
| 6 | HH003350 | Anaesthesia Machine | each | 5 |  |  |  |  |  |
| 7 | HH004200 | Arterial blood gas anaylizer (ABG) portable | each | 1 |  |  |  |  |  |
| 8 | HH009916 | J-Voc Low Pressure Suction Drains | each | 200 |  |  |  |  |  |
| 9 | HH045900 | Diathermy machine | each | 1 |  |  |  |  |  |
| 10 | LL077100 | Stand, i.v. drip, mobile on castrols;Extendable, Any length | each | 100 |  |  |  |  |  |
| 11 | HH050150 | Electric Infusion pump, with more modes,1-1200ml/hour | each | 30 |  |  |  |  |  |
| 12 | HH091500 | Knife skin grafting blade | each | 100 |  |  |  |  |  |
| 13 | HH103250 | Multi Parametricpatient Monitors With Eto, Monitoring Blood | each | 36 |  |  |  |  |  |
| 14 | HH104490 | Nebuliser Machine with acc. | each | 4 |  |  |  |  |  |
| 15 | HH110751 | Oxygen Concentrator, | each | 1 |  |  |  |  |  |
| 16 | HH114950 | POP Cutter | each | 3 |  |  |  |  |  |
| 17 | HH117950 | Resuscitation Trolley | each | 10 |  |  |  |  |  |
| 18 | HH144000 | Suction machine Electric twin pump (Ambu) | each | 6 |  |  |  |  |  |
| 19 | HH214650 | Ventilators Stationery With In-Line Nebuliation | each | 5 |  |  |  |  |  |
| 20 | HH000340 | Autoclave Table Top | each | 12 |  |  |  |  |  |
| 21 | HH004501 | Cautery forceps for macroscopic surgery (Straight electric Bipolar surgical forceps with a 2mm width tip; Connector type USA) | each | 2 |  |  |  |  |  |
| 22 | HH004502 | Electric cautery machine (20watts Bipolar coagulator with cautery leads) | each | 2 |  |  |  |  |  |
| 23 | HH004510 | Cautery forceps (Bipolar coagulation forceps-McPherson type with angled lightli blunted tips, connector type USA) | each | 10 |  |  |  |  |  |
| 24 | HH006340 | Bear Hugger Warming Blankets | each | 1 |  |  |  |  |  |
| 25 | HH009652 | Blood Warmer | each | 1 |  |  |  |  |  |
| 26 | HH009750 | Automated External defibrator | each | 1 |  |  |  |  |  |
| 27 | HH010201 | Cardiotocography paper | each | 50 |  |  |  |  |  |
| 28 | HH010210 | Cardiotocography Paper | each | 2 |  |  |  |  |  |
| 29 | HH010400 | Dialysis Machine | each | 1 |  |  |  |  |  |
| 30 | HH088300 | Syringe Pump | each | 1 |  |  |  |  |  |
| 31 | HH192302 | Emergency Box (Crush Cart) | each | 1 |  |  |  |  |  |
| 32 | HH366640 | Digital Mobile X Ray Machine | each | 1 |  |  |  |  |  |
|  |  | **CLASS I: OPTHALAMIC ITEMS** |  |  |  |  |  |  |  |
| 33 | II021000 | Volk 78D Non-Contact Slit lamp lenses | each | 5 |  |  |  |  |  |
| 34 | II021300 | Volk 90D Non-Contact Slit lamp lenses | pair | 5 |  |  |  |  |  |
| 35 | II048900 | Direct Ophthalmoscopes (Heine mini 3000 LED ophthalmoscope with handle) | set | 10 |  |  |  |  |  |
|  |  | CLASS L: HOSPITAL EQUIPMENT |  |  |  |  |  |  |  |
| 36 | LL096210 | Soft stress squeeze ball for hand for flexibility ;7cm | each | 1 |  |  |  |  |  |
| 37 | LL000260 | 20 Litre Pressure Steriliser ;20 litres | each | 1 |  |  |  |  |  |
| 38 | LL000263 | Medicine ball, standard; 14” in diameter, moisture resistant , 8 lb ;14 inch diameter, moisture resistant , 8 lb | each | 1 |  |  |  |  |  |
| 39 | LL004900 | obstetric bed with matress, delivery table (spec as attached | each | 1 |  |  |  |  |  |
| 40 | LL022430 | Large Steam Steriliser, 20 LITERS | each | 1 |  |  |  |  |  |
| 41 | LL063040 | Kidney Dishes 20Cm ;20 cm | each | 1 |  |  |  |  |  |
| 42 | LL063950 | Lockable stainless steel drug cabinet 4 shelves 160cm x 50 c ;160cm x 50 | each | 6 |  |  |  |  |  |
| 43 | LL063960 | Lockable stainless steel storage double door cabinet 5 shelv ;160cm x 50 c | each | 5 |  |  |  |  |  |
| 44 | LL068750 | Patient Weighing Scales ;for Adults up to 200kg | each | 3 |  |  |  |  |  |
| 45 | LL073400 | Massage media (baby oil);500ml | each | 1 |  |  |  |  |  |
| 46 | LL083465 | Trolley,Medicine,with drawer ;160cm x 50 | each | 6 |  |  |  |  |  |
| 47 | LL073400 | Massage media (baby oil);500ml | each | 1 |  |  |  |  |  |
| 48 | LL083465 | Trolley,Medicine,with drawer ;160cm x 50 | each | 6 |  |  |  |  |  |
| 49 | LL083460 | Trolley,Medicine,3 Layer, 4 wheeled stainless steel standard ;60x45x80 | each | 5 |  |  |  |  |  |
| 50 | LL084200 | Dumbbell weights, adjustable, 4kg;4 kg each | each | 1 |  |  |  |  |  |
| 51 | LL085400 | Therapy ball, anti burst rehabilitation exercise ball, 18", The range of inflation for all the stability balls is between 0.6 PSI and 0.9 PSI | each | 1 |  |  |  |  |  |
| 52 | LL085600 | Therapy ball, anti burst rehabilitation exercise ball, 26";The range of inflation for all the stability balls is between 0.6 PSI and 0.9 PSI | each | 1 |  |  |  |  |  |
| 53 | LL085700 | Transcutaneous electric nerve neural stimulator, machine syst;250mm(L), 70mm(H), 230mm(D),2.2Kg, 220v 50hz, 2, 10, 50, 100 & 125hz ;250mm(L), 70mm(H), 230mm(D),2.2Kg, 220v 50hz, 2, 10, 50, 100 & 125hz | each | 1 |  |  |  |  |  |
| 54 | LL086300 | Infrared physical electric red therapy machine for acupuncture;Pressed and welded handle to head ; | each | 1 |  |  |  |  |  |
| 55 | LL099910 | Therapeutic Ultrasound Machine Physiotherapy ; | each | 1 |  |  |  |  |  |
| 56 | LL091300 | Refrigerator/Freezer, 1/110C, net capacity 159 + 104 Lirtes ;1/110C, net capacity 159 + 104 Lirtes | each | 1 |  |  |  |  |  |
| 57 | LL080100 | Tablet counting tray;Any size | each | 10 |  |  |  |  |  |
| 58 | LL084220 | Dumbbells, 4Kg ;4kg | each | 1 |  |  |  |  |  |
| 59 | LL050750 | Delivery bed with mattress | each | 10 |  |  |  |  |  |
| 60 | LL061560 | Bed hospital adult HDU with side rails (Hemodialisis bed) | each | 3 |  |  |  |  |  |
| 61 | LL061570 | Beds adjustable with wheels and supporting side rails | each | 32 |  |  |  |  |  |
| 62 | LL069050 | Pill counting trays, stainless steel | each | 4 |  |  |  |  |  |
| 63 | LL077400 | Sterilizer, electrical 3 drum | each | 5 |  |  |  |  |  |
| 64 | LL082200 | Trolley instrument,Each | each | 1 |  |  |  |  |  |
| 65 | LL085000 | Water distiller, Vol 400-500 litres, Flowrate 40-50 L/h | each | 2 |  |  |  |  |  |
| 66 | LL085400 | Therapy ball, anti burst rehabilitation exercise ball, 18";Therapy, anti burst rehabilitation exercise ball, 18";The range of inflation for all the stability balls is between 0.6 PSI and 0.9 PSI | each | 25 |  |  |  |  |  |
| 67 | LL085600 | Therapy ball, anti burst rehabilitation exercise ball, 26";The range of inflation for all the stability balls is between 0.6 PSI and 0.9 PSI | each | 25 |  |  |  |  |  |
| 68 | LL085900 | Therapy, anti burst rehabilitation exercise ball, 30";The range of inflation for all the stability balls is between 0.6 PSI and 0.9 PSI | each | 25 |  |  |  |  |  |
| 69 | LL089900 | ECG machine 12 lead Mindray R-12 | each | 2 |  |  |  |  |  |
| 70 | LL100000 | Theatre bed (Operating Table) | each | 8 |  |  |  |  |  |
| 71 | LL100000 | Theatres Beds, adjustable, max 200kg | each | 3 |  |  |  |  |  |
| 72 | LL000268 | Medicine ball, weight 2kg | each | 1 |  |  |  |  |  |
| 73 | LL099920 | Brown cotton Cloth | 1 meter | 60 |  |  |  |  |  |
| 74 | LL072201 | Pegboard Wooden block | each | 1 |  |  |  |  |  |
| 75 | LL000268 | Medicine ball, weight 2kg | each | 1 |  |  |  |  |  |
| 76 | LL099920 | Brown cotton Cloth | 1 meter | 60 |  |  |  |  |  |
| 77 | LL072201 | Pegboard Wooden block | each | 1 |  |  |  |  |  |
| 78 | LL051710 | Mindray USS Machines, with Doppler, abdominal and transvaginal | each | 2 |  |  |  |  |  |
| 79 | LL053001 | Incubator infant | each | 1 |  |  |  |  |  |
| 80 | LL061800 | Infant resuscitator, clear plastic + mask + bag | each | 2 |  |  |  |  |  |
| 81 | LL063940 | Resuscitaire Infant Warmer | each | 1 |  |  |  |  |  |
| 82 | LL066100 | Carbondioxide Gas Monitor | each | 1 |  |  |  |  |  |
| 83 | LL087100 | Hospital Screen on casters, 4-panel with curtain | each | 1 |  |  |  |  |  |
| 84 | LL088300 | Mobile Mindray Ultrasound Scanning Machine | each | 1 |  |  |  |  |  |
| 85 | LL0883100 | Ultrasound Scanning Machine colour screen 2D | each | 1 |  |  |  |  |  |
| 86 | LL0883101 | Ultrasound Scanning Machine, 3D Colour Doppler | each | 1 |  |  |  |  |  |
| 87 | LL089910 | Lead Jacket Extra Large | each | 2 |  |  |  |  |  |
| 88 | LL089920 | Lead Jacket Large | each | 3 |  |  |  |  |  |
| 89 | LL089930 | Lead Jacket Medium | each | 2 |  |  |  |  |  |
| 90 | LL089940 | Lead Jacket Small | each | 3 |  |  |  |  |  |
| 91 | LL091410 | C-ARM, Siemens Cios Select | each | 1 |  |  |  |  |  |
| 92 | LL100100 | Mortuary Lift | each | 2 |  |  |  |  |  |
| 93 | LL077700 | Sterilizer, high pressure electrical | each | 1 |  |  |  |  |  |
|  |  | **CLASS M: LABORATORY REAGENTS AND MATERIALS (SUPPLIES)** |  |  |  |  |  |  |  |
| 94 | MM154820 | Lab Coats, white, cotton polyester material, Large | each | 14 |  |  |  |  |  |
| 95 | MM154810 | Lab Coats, white, cotton polyester material, mediu | each | 46 |  |  |  |  |  |
| 96 | MM289950 | Reusable hot/cold pack,gel beads | each | 1 |  |  |  |  |  |
| 97 | MM154800 | Lab Coats,white, cotton polyester material, Small | 10/pkt | 1 |  |  |  |  |  |
|  |  | **CLASS N: X-RAY FILMS AND EQUIPMENT** |  |  |  |  |  |  |  |
| 98 | NN054900 | X-Ray Protection, Thyroid (Neck), Lead Rubber | each | 10 |  |  |  |  |  |
| 99 | NN014701 | Electrocardiograph | each | 1 |  |  |  |  |  |
|  |  | **CLASS P: DENTAL ITEMS** |  |  |  |  |  |  |  |
| 100 | PP093900 | Temporary cement Kerr Tempbond,Set | set | 1 |  |  |  |  |  |
| 101 | PP025800 | Elevator Cryer no.30,(Aesculap DL,211),Each | each | 1 |  |  |  |  |  |
| 102 | PP027000 | Elevator Warwick James straight,(Aesculap DL 52),Each | each | 1 |  |  |  |  |  |
| 103 | PP004320 | NSK Handpiece - Air Turbine Non Optic pana Max Plus, 4 Hole Pana Max Plus Midwest | each | 10 |  |  |  |  |  |
| 104 | PP005410 | Calci Paste (Calcium Hydroxide and lodoform) | each | 10 |  |  |  |  |  |
| 105 | PP042900 | Intra oral camera, Kodak 1500 I/O wireless | each | 2 |  |  |  |  |  |
| 106 | PP092449 | Disposable Syringes(50ml) | each | 50 |  |  |  |  |  |
| 107 | PP100200 | Trimmer, gingival, margin R (Aesculap DC 78) | each | 20 |  |  |  |  |  |
| 108 | PP028800 | Ethyl chloride spray topical anaesthetic,Each ;3.5 ounces/100mls | each | 5 |  |  |  |  |  |
| 109 | PP109900 | Bonding agent for composite filling ;50/100ml | each | 1 |  |  |  |  |  |
| 110 | PP038144 | Wax Dental Base | EACH | 100 |  |  |  |  |  |
| 111 | PP038145 | Sticky wax 70g | EACH | 5 |  |  |  |  |  |
| 112 | PP005110 | Bite Blocks | EACH | 100 |  |  |  |  |  |
| 113 | PP093310 | Anterial teeth (Acrylic) A1 | EACH | 10 |  |  |  |  |  |
| 114 | PP093320 | Anterial teeth (Acrylic) A2 | EACH | 10 |  |  |  |  |  |
| 115 | PP093330 | Anterial teeth (Acrylic) B1 | EACH | 10 |  |  |  |  |  |
| 116 | PP093340 | Anterial teeth (Acrylic) B2 | EACH | 10 |  |  |  |  |  |
| 117 | PP051910 | Polishing Brushes, Smooth | EACH | 10 |  |  |  |  |  |
| 118 | PP079810 | Pumice dental powder | 25KG | 1 |  |  |  |  |  |
| 119 | PP020110 | Flacks for dental fabrication | EACH | 6 |  |  |  |  |  |
| 120 | PP020120 | Preformed Adams Clip | EACH | 2 |  |  |  |  |  |
| 121 | PP020130 | Gas burner | EACH | 1 |  |  |  |  |  |
| 122 | PP012910 | Wax knife | EACH | 5 |  |  |  |  |  |
| 123 | PP012920 | Plaster knife | EACH | 5 |  |  |  |  |  |
| 124 | PP020125 | Performed temporary crown shade A1 | EACH | 100 |  |  |  |  |  |
| 125 | PP020140 | Luting Agent | EACH | 5 |  |  |  |  |  |
| 126 | PP108010 | Zinc polycarboxylate cement (powder) | SET | 5 |  |  |  |  |  |
| 127 | PP019210 | Composite for temporary crown | SET | 5 |  |  |  |  |  |
| 128 | PP042710 | Plaster of paris powder,1KG | EACH | 50 |  |  |  |  |  |
|  |  | **TOTAL** |  |  |  |  |  |  |  |

Name [**insert complete name of person** **signing the Bid**] In the capacity of **[insert legal capacity of person signing the bid**]

Signed **insert signature of person whose name and capacity are shown above**]

Duly authorised to sign the bid for and on behalf of [**insert complete name of Bidder**]

Dated on ………………. day of …………………………, 20 ... [**insert date of signing**]

|  |  |
| --- | --- |
| Manufacturers’ Authorisation  **[Input of Information to be completed by Bidder]** | |
| **Date: [insert date (as day, month and year) of Bid Submission].**  **Procurement Reference Number: CMST/G/MMS/020/000570** | |

To **Central Medical Stores Trust**

**Private Bag 55**

**Mzimba Street,**

**Lilongwe, Malawi**

WHEREAS [insert complete name of Manufacturer], who are official manufacturers of[insert type of goods manufactured], having factories at [insert full address of Manufacturer], do hereby authorise [insert complete name of Bidder] to submit a bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us, [insert name and or brief description of the Goods]*,* and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

Name: [insert complete name of person signing the Bid]

In the capacity of [insert legal capacity of person signing the bid]

Signed: [insert signature of person whose name and capacity are shown above]

Duly authorised to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ [insert date of signing]

*Note: This letter of authorisation should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. It should be included by the Bidder in its bid, if so indicated in the* ***BDS****.*

Section 5: Eligible Countries

Procurement Reference Number: **CMST/G/MMS/020/000570**

All countries are eligible except countries subject to the following provisions.

A country shall not be eligible if:

1. as a matter of law or official regulation, the Government of the Republic of Malawi prohibits commercial relations with that country, provided that the Government of the Republic of Malawi is satisfied that such exclusion does not preclude effective competition for the provision of goods or related services required; or
2. by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of the Republic of Malawi prohibits any import of Goods from that country or any payments to persons or entities in that country.

|  |
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| Section 6: Schedule of Requirements |

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| * + - 1. **Statement of Requirements** |

Procurement Reference No.: CMST/G/MMS/020/000570

| **Item No.** | **CMST Item Codes** | **Item Descriptions** | **Unit of Measure**  **(Unit pack size)** | **Quantity Required** | **Brochure required**  **(s)** | **Manufacturer Authorization required**  **(Y)** |
| --- | --- | --- | --- | --- | --- | --- |
|
|  |  | **CLASS H: SURGICAL EQUIPMENT** |  |  |  |  |
| 1 | HH366630 | Digital Weighing scale for Neonate and Infants ;Weight 0 to 5 kg | each | 1 | s | Y |
| 2 | HH000320 | Artery Forceps Straight ;Size 6cm | each | 1 | s | Y |
| 3 | HH067800 | Forceps sponge holding ;Rampley/Foerster | pair | 1 | s | Y |
| 4 | HH152400 | Thermometer Infrared Digital, ;Any size | each | 6 | s | Y |
| 5 | HH192200 | Straight Elevators ;2mm | each | 1 | s | Y |
| 6 | HH003350 | Anaesthesia Machine | each | 5 | s | Y |
| 7 | HH004200 | Arterial blood gas anaylizer (ABG) portable | each | 1 | s |  |
| 8 | HH009916 | J-Voc Low Pressure Suction Drains | each | 200 | s | Y |
| 9 | HH045900 | Diathermy machine | each | 1 | s | Y |
| 10 | LL077100 | Stand, i.v. drip, mobile on castrols;Extendable, Any length | each | 100 | s | Y |
| 11 | HH050150 | Electric Infusion pump, with more modes,1-1200ml/hour | each | 30 | s | Y |
| 12 | HH091500 | Knife skin grafting blade | each | 100 | s | Y |
| 13 | HH103250 | Multi Parametricpatient Monitors With Eto, Monitoring Blood | each | 36 | s | Y |
| 14 | HH104490 | Nebuliser Machine with acc. | each | 4 | s |  |
| 15 | HH110751 | Oxygen Concentrator, | each | 1 | s | Y |
| 16 | HH114950 | POP Cutter | each | 3 | s | Y |
| 17 | HH117950 | Resuscitation Trolley | each | 10 | s | Y |
| 18 | HH144000 | Suction machine Electric twin pump (Ambu) | each | 6 | s | Y |
| 19 | HH214650 | Ventilators Stationery With In-Line Nebuliation | each | 5 | s | Y |
| 20 | HH000340 | Autoclave Table Top | each | 12 | s | Y |
| 21 | HH004501 | Cautery forceps for macroscopic surgery (Straight electric Bipolar surgical forceps with a 2mm width tip; Connector type USA) | each | 2 | s | Y |
| 22 | HH004502 | Electric cautery machine (20watts Bipolar coagulator with cautery leads) | each | 2 | s | Y |
| 23 | HH004510 | Cautery forceps (Bipolar coagulation forceps-McPherson type with angled lightli blunted tips, connector type USA) | each | 10 | s | Y |
| 24 | HH006340 | Bear Hugger Warming Blankets | each | 1 | s | Y |
| 25 | HH009652 | Blood Warmer | each | 1 | s | Y |
| 26 | HH009750 | Automated External defibrator | each | 1 | s |  |
| 27 | HH010201 | Cardiotocography paper | each | 50 | s | Y |
| 28 | HH010210 | Cardiotocography Paper | each | 2 | s | Y |
| 29 | HH010400 | Dialysis Machine | each | 1 | s | Y |
| 30 | HH088300 | Syringe Pump | each | 1 | s | Y |
| 31 | HH192302 | Emergency Box (Crush Cart) | each | 1 | s | Y |
| 32 | HH366640 | Digital Mobile X Ray Machine | each | 1 | s | Y |
|  |  | **CLASS I: OPTHALAMIC ITEMS** |  |  |  |  |
| 33 | II021000 | Volk 78D Non-Contact Slit lamp lenses | each | 5 | s | Y |
| 34 | II021300 | Volk 90D Non-Contact Slit lamp lenses | pair | 5 | s | Y |
| 35 | II048900 | Direct Ophthalmoscopes (Heine mini 3000 LED ophthalmoscope with handle) | set | 10 | s | Y |
|  |  | **CLASS L: HOSPITAL EQUIPMENT** |  |  |  |  |
| 36 | LL096210 | Soft stress squeeze ball for hand for flexibility ;7cm | each | 1 | s | Y |
| 37 | LL000260 | 20 Litre Pressure Steriliser ;20 litres | each | 1 | s | Y |
| 38 | LL000263 | Medicine ball, standard; 14” in diameter, moisture resistant , 8 lb ;14 inch diameter, moisture resistant , 8 lb | each | 1 | s | Y |
| 39 | LL004900 | obstetric bed with matress, delivery table (spec as attached | each | 1 | s | Y |
| 40 | LL022430 | Large Steam Steriliser, 20 LITERS | each | 1 | s | Y |
| 41 | LL063040 | Kidney Dishes 20Cm ;20 cm | each | 1 | s | Y |
| 42 | LL063950 | Lockable stainless steel drug cabinet 4 shelves 160cm x 50 c ;160cm x 50 | each | 6 | s | Y |
| 43 | LL063960 | Lockable stainless steel storage double door cabinet 5 shelv ;160cm x 50 c | each | 5 | s | Y |
| 44 | LL068750 | Patient Weighing Scales ;for Adults up to 200kg | each | 3 | s | Y |
| 45 | LL073400 | Massage media (baby oil);500ml | each | 1 | s | Y |
| 46 | LL083465 | Trolley,Medicine,with drawer ;160cm x 50 | each | 6 | s | Y |
| 47 | LL073400 | Massage media (baby oil);500ml | each | 1 | s | Y |
| 48 | LL083465 | Trolley,Medicine,with drawer ;160cm x 50 | each | 6 | s | Y |
| 49 | LL083460 | Trolley,Medicine,3 Layer, 4 wheeled stainless steel standard ;60x45x80 | each | 5 | s | Y |
| 50 | LL084200 | Dumbbell weights, adjustable, 4kg;4 kg each | each | 1 | s | Y |
| 51 | LL085400 | Therapy ball, anti burst rehabilitation exercise ball, 18", The range of inflation for all the stability balls is between 0.6 PSI and 0.9 PSI | each | 1 | s | Y |
| 52 | LL085600 | Therapy ball, anti burst rehabilitation exercise ball, 26";The range of inflation for all the stability balls is between 0.6 PSI and 0.9 PSI | each | 1 | s | Y |
| 53 | LL085700 | Transcutaneous electric nerve neural stimulator, machine syst;250mm(L), 70mm(H), 230mm(D),2.2Kg, 220v 50hz, 2, 10, 50, 100 & 125hz ;250mm(L), 70mm(H), 230mm(D),2.2Kg, 220v 50hz, 2, 10, 50, 100 & 125hz | each | 1 | s | Y |
| 54 | LL086300 | Infrared physical electric red therapy machine for acupuncture;Pressed and welded handle to head ; | each | 1 | s | Y |
| 55 | LL099910 | Therapeutic Ultrasound Machine Physiotherapy ; | each | 1 | s | Y |
| 56 | LL091300 | Refrigerator/Freezer, 1/110C, net capacity 159 + 104 Lirtes ;1/110C, net capacity 159 + 104 Lirtes | each | 1 | s | Y |
| 57 | LL080100 | Tablet counting tray;Any size | each | 10 | s | Y |
| 58 | LL084220 | Dumbbells, 4Kg ;4kg | each | 1 | s |  |
| 59 | LL050750 | Delivery bed with mattress | each | 10 | s | Y |
| 60 | LL061560 | Bed hospital adult HDU with side rails (Haemodialysis bed) | each | 3 | s | Y |
| 61 | LL061570 | Beds adjustable with wheels and supporting side rails | each | 32 | s | Y |
| 62 | LL069050 | Pill counting trays, stainless steel | each | 4 | s | Y |
| 63 | LL077400 | Sterilizer, electrical 3 drum | each | 5 | s | Y |
| 64 | LL082200 | Trolley instrument,Each | each | 1 | s | Y |
| 65 | LL085000 | Water distiller, Vol 400-500 litres, Flowrate 40-50 L/h | each | 2 | s | Y |
| 66 | LL085400 | Therapy ball, anti burst rehabilitation exercise ball, 18";Therapy, anti burst rehabilitation exercise ball, 18";The range of inflation for all the stability balls is between 0.6 PSI and 0.9 PSI | each | 25 | s | Y |
| 67 | LL085600 | Therapy ball, anti burst rehabilitation exercise ball, 26";The range of inflation for all the stability balls is between 0.6 PSI and 0.9 PSI | each | 25 | s | Y |
| 68 | LL085900 | Therapy, anti burst rehabilitation exercise ball, 30";The range of inflation for all the stability balls is between 0.6 PSI and 0.9 PSI | each | 25 | s | Y |
| 69 | LL089900 | ECG machine 12 lead Mindray R-12 | each | 2 | s | Y |
| 70 | LL100000 | Theatre bed (Operating Table) | each | 8 | s | Y |
| 71 | LL100000 | Theatres Beds, adjustable, max 200kg | each | 3 | s | Y |
| 72 | LL000268 | Medicine ball, weight 2kg | each | 1 | s | Y |
| 73 | LL099920 | Brown cotton Cloth | 1 meter | 60 | s | Y |
| 74 | LL072201 | Pegboard Wooden block | each | 1 | s | Y |
| 75 | LL000268 | Medicine ball, weight 2kg | each | 1 | s | Y |
| 76 | LL099920 | Brown cotton Cloth | 1 meter | 60 | s | Y |
| 77 | LL072201 | Pegboard Wooden block | each | 1 | s | Y |
| 78 | LL051710 | Mindray USS Machines, with Doppler, abdominal and transvaginal | each | 2 | s | Y |
| 79 | LL053001 | Incubator infant | each | 1 | s | Y |
| 80 | LL061800 | Infant resuscitator, clear plastic + mask + bag | each | 2 | s | Y |
| 81 | LL063940 | Resuscitaire Infant Warmer | each | 1 | s | Y |
| 82 | LL066100 | Carbondioxide Gas Monitor | each | 1 | s | Y |
| 83 | LL087100 | Hospital Screen on casters, 4-panel with curtain | each | 1 | s | Y |
| 84 | LL088300 | Mobile Mindray Ultrasound Scanning Machine | each | 1 | s | Y |
| 85 | LL0883100 | Ultrasound Scanning Machine colour screen 2D | each | 1 | s | Y |
| 86 | LL0883101 | Ultrasound Scanning Machine, 3D Colour Doppler | each | 1 | s | Y |
| 87 | LL089910 | Lead Jacket Extra Large | each | 2 | s | Y |
| 88 | LL089920 | Lead Jacket Large | each | 3 | s | Y |
| 89 | LL089930 | Lead Jacket Medium | each | 2 | s | Y |
| 90 | LL089940 | Lead Jacket Small | each | 3 | s | Y |
| 91 | LL091410 | C-ARM, Siemens Cios Select | each | 1 | s | Y |
| 92 | LL100100 | Mortuary Lift | each | 2 | s | Y |
| 93 | LL077700 | Sterilizer, high pressure electrical | each | 1 | s | Y |
|  |  | **CLASS M: LABORATORY REAGENTS AND MATERIALS (SUPPLIES)** |  |  | s | Y |
| 94 | MM154820 | Lab Coats, white, cotton polyester material, Large | each | 14 |  |  |
| 95 | MM154810 | Lab Coats, white, cotton polyester material, mediu | each | 46 | s | Y |
| 96 | MM289950 | Reusable hot/cold pack,gel beads | each | 1 | s | Y |
| 97 | MM154800 | Lab Coats,white, cotton polyester material, Small | 10/pkt | 1 | s | Y |
|  |  | **CLASS N: X-RAY FILMS AND EQUIPMENT** |  |  |  |  |
| 98 | NN054900 | X-Ray Protection, Thyroid (Neck), Lead Rubber | each | 10 | s | Y |
| 99 | NN014701 | Electrocardiograph | each | 1 | s | Y |
|  |  | **CLASS P: DENTAL ITEMS** |  |  |  |  |
| 100 | PP093900 | Temporary cement Kerr Tempbond,Set | set | 1 | s | Y |
| 101 | PP025800 | Elevator Cryer no.30,(Aesculap DL,211),Each | each | 1 | s | Y |
| 102 | PP027000 | Elevator Warwick James straight,(Aesculap DL 52),Each | each | 1 | s | Y |
| 103 | PP004320 | NSK Handpiece - Air Turbine Non Optic pana Max Plus, 4 Hole Pana Max Plus Midwest | each | 10 | s | Y |
| 104 | PP005410 | Calci Paste (Calcium Hydroxide and lodoform) | each | 10 | s | Y |
| 105 | PP042900 | Intra oral camera, Kodak 1500 I/O wireless | each | 2 | s | Y |
| 106 | PP092449 | Disposable Syringes(50ml) | each | 50 | s | Y |
| 107 | PP100200 | Trimmer, gingival, margin R (Aesculap DC 78) | each | 20 | s | Y |
| 108 | PP028800 | Ethyl chloride spray topical anaesthetic,Each ;3.5 ounces/100mls | each | 5 | s | Y |
| 109 | PP109900 | Bonding agent for composite filling ;50/100ml | each | 1 | s | Y |
| 110 | PP038144 | Wax Dental Base | EACH | 100 | s | Y |
| 111 | PP038145 | Sticky wax 70g | EACH | 5 | s | Y |
| 112 | PP005110 | Bite Blocks | EACH | 100 | s | Y |
| 113 | PP093310 | Anterial teeth (Acrylic) A1 | EACH | 10 | s | Y |
| 114 | PP093320 | Anterial teeth (Acrylic) A2 | EACH | 10 | s | Y |
| 115 | PP093330 | Anterial teeth (Acrylic) B1 | EACH | 10 | s | Y |
| 116 | PP093340 | Anterial teeth (Acrylic) B2 | EACH | 10 | s | Y |
| 117 | PP051910 | Polishing Brushes, Smooth | EACH | 10 | s | Y |
| 118 | PP079810 | Pumice dental powder | 25KG | 1 | s | Y |
| 119 | PP020110 | Flacks for dental fabrication | EACH | 6 | s | Y |
| 120 | PP020120 | Preformed Adams Clip | EACH | 2 | s | Y |
| 121 | PP020130 | Gas burner | EACH | 1 | s | Y |
| 122 | PP012910 | Wax knife | EACH | 5 | s | Y |
| 123 | PP012920 | Plaster knife | EACH | 5 | s | Y |
| 124 | PP020125 | Performed temporary crown shade A1 | EACH | 100 | s | Y |
| 125 | PP020140 | Luting Agent | EACH | 5 | s | Y |
| 126 | PP108010 | Zinc polycarboxylate cement (powder) | SET | 5 | s | Y |
| 127 | PP019210 | Composite for temporary crown | SET | 5 | s | Y |
| 128 | PP042710 | Plaster of paris powder,1KG | EACH | 50 | s | Y |

* + - 1. Delivery and Completion Schedule

The delivery or completion period shall commence from the date of contract award.

Refer to Incoterms DDP as specified in the ITB/BDS for the interpretation of the delivery period. Column 4 to be completed by the bidder

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **CLASS NO.** | **DESCRIPTION OF GOODS** | **Delivery COMPLETION**  **Required**  **(In Weeks)** | **Delivery COMPLETION**  **offered by Bidder**  **In Weeks** | **DELIVERY POINT/SITE** |
| 1 | 2 | 3 | 4 | 5 |
| F | Surgical Dressings | 4 weeks |  | Central Medical Stores Trust  Receipt Section  National Pharmaceutical Warehouse, Mzimba Drive  Lilongwe  Malawi |
| H | Surgical Equipment | 4 weeks |  |
| L | Hospital Equipment | 4 weeks |  |
| M | Laboratory reagents and materials | 4 weeks |  |
| N | X-ray Films and Equipment | 4 weeks |  |
| P | Dental items | 4 weeks |  |

* + - 1. **Technical Specifications and Compliance Sheet**

**Procurement Reference Number: : CMST/G/MMS/020/000570**

. Column b states the minimum technical requirement of the item(s) required by the Procuring Entity.

The Bidder is to complete column e and f with the technical specification of the item(s) offered giving details on Article no and/or Reference to brochure attached etc. that identifies the item offered and to indicate any technical deviation to the specification requirements of

| **Item No** | **Code No** | **Technical Specification Requirements of items required including applicable standards** | **Unit Pack Size** | **Detailed Technical specifications** |  |
| --- | --- | --- | --- | --- | --- |
|  | **Technical specifications offered & deviation to requirements** |
| **a** | **b** | **c** | **d** | **e** | **f** |
|  |  | **CLASS H: SURGICAL EQUIPMENT** |  |  |  |
| 1 | HH366630 | Digital Weighing scale for Neonate and Infants ;Weight 0 to 5 kg | each |  |  |
| 2 | HH000320 | Artery Forceps Straight ;Size 6cm | each |  |  |
| 3 | HH067800 | Forceps sponge holding ;Rampley/Foerster | pair |  |  |
| 4 | HH152400 | Thermometer Infrared Digital, ;Any size | each |  |  |
| 5 | HH192200 | Straight Elevators ;2mm | each |  |  |
| 6 | HH003350 | Anaesthesia Machine | each |  |  |
| 7 | HH004200 | Arterial blood gas anaylizer (ABG) portable | each |  |  |
| 8 | HH009916 | J-Voc Low Pressure Suction Drains | each |  |  |
| 9 | HH045900 | Diathermy machine | each |  |  |
| 10 | LL077100 | Stand, i.v. drip, mobile on castrols;Extendable, Any length | each |  |  |
| 11 | HH050150 | Electric Infusion pump, with more modes,1-1200ml/hour | each |  |  |
| 12 | HH091500 | Knife skin grafting blade | each |  |  |
| 13 | HH103250 | Multi Parametric patient Monitors With Eto, Monitoring Blood | each | FUNCTIONAL DESCRIPTION:  Vital signs monitor for adult, child and neonatal care, to measure the following parameters ECG, SPO2, Respiration, NIPB and Temperature in emergency, ICU or post operation  MINIMAL TECHNICAL REQUIREMENTS SHALL INCLUDE:   * LCD Active Matrix Screen:   + Screen size 12 '' minimum   + Resolution: 640 x 480 dpi minimum   + Number of simultaneous tracks 6 * Battery type Li-Ion:   + Number of simultaneous batteries: 2   + Autonomy: 4 hours minimum   + Charging time: 4 hours maximum * Capable of data recording and storage, trends and time/date * Waveforms (6) /Alphanumeric; * Sweep Speed: 12mm/sec, 25mm/sec, 50 mm/sec * Sensitivity: 0.5, 1.2 * Audible and visual alarms for each parameters with 4 levels of alarms:   + - Message     - Warning     - Alert     - Critical   + Silent mode and Pause mode: 3 minutes in neonatal mode and 5 minutes in adult resuscitation mode   + Minimum volume: 70 dB at 1 meter * Display Parameters:   + ECG (3 channels)     - Safety Features: Hi/Lo indicators for RR and HR; arrhythmia detection   + SPO2     - Saturation range 0 to 100%,     - Pulse rate range, 20-250bpm,   + Heart Rate   + Respiratory Rate: 0- 150 rpm   + Blood pressure (NIBP): Adult / Child / neonatal   + Temperature; 0-50°C * Electrical power supply * 220-240VAC, 50 Hertz   ACCESSORIES:   * 1 power cord * 1 dust cover * 3 sets of NIBP cuffs 3 sizes (infant, paediatric, adult) + tubing * 3 SPO2 sensors Infant ,paediatric/adult reusable + cable * 3 temperature sensors paediatric/adult reusable + cable * 3 ECG Patient Cables for 3 channels; sensor + cable   CONSUMABLES:   * 1000 pre-jellified chest electrodes   SPARE PARTS:   * 1 Battery |  |
| 14 | HH104490 | Nebuliser Machine with acc. | each | 4 |  |
| 15 | HH110751 | Oxygen Concentrator, | each | FUNCTIONAL DESCRIPTION:  A device, which concentrates the oxygen from ambient air to supply an oxygen-enriched gas stream to patient  MINIMAL TECHNICAL REQUIREMENTS SHALL INCLUDE:   * O2 concentration: > 95±3% * Oxygen delivery pressure: max. 5 bar ± 0, 5 bar * Noise level: max <50 dB at 1 m distance * Flow meter: adjustable 0-5 l/min * Sieve beds height: 445mm * Sieve beds diameter 90mm * Two oxygen outlet ports * Heat sink with a water trap * On casters * Built-in power cable (non detachable) * Filtration:   + Air inlet filter,   + Compressor inlet bacteria filter   + Outlet gas filter * Visual and audible Alarms:   + Low pressure   + Power failure   + High temperature   + Low oxygen concentration * Electrical power supply: * 220-240VAC 50Hertz   ACCESSORIES:   * 2x oxygen humidifier bottles   CONSUMABLES:   * 5 Adult nasal cannula * 5 Infant nasal cannula   SPARE PARTS:   * 5x compressor inlet bacteria filter * 5x outlet gas filter (final Bacterial filter) * 5x gross particle l filter * 5x Extended life intake bacterial filters * 1x pair of sieve bed |  |
| 16 | HH114950 | POP Cutter | each | 3 |  |
| 17 | HH117950 | Resuscitation Trolley | each | Size: 750\*475\*930MM High-strength alloy ABS boards; Dust basket, Utility container, File bag. Defibrillator shelf, sliding side shelf, C.P.R board Sliding side shelf, IV pole, Stainless steel guard rail, needle disposal holder, power outlet & hooks, oxygen tank holder Total lock key system Five ABS drawers: 3 big, 2 small each inner with partitions which can be organized freely into different size units depending on users wish. Four whish wheels, two with brakes |  |
| 18 | HH144000 | Suction machine Electric twin pump (Ambu) | each | FUNCTIONAL DESCRIPTION:  An electrical suction machine to extract body fluids from the human body  MINIMAL TECHNICAL REQUIREMENTS SHALL INCLUDE:   * Electric pump, High speed rotary vein type * Flow rate: up to 15 l / min * Vacuum regulation 0 - 750 mm Hg * Pressure gauge * Power switch and indication lamp * Autoclavable Perspex jars with holder min. 2L, complete with cover * Autoclavable tubes set * Anti-bacterial Filter * safety valve (floater) * Built-in power cable (non detachable)   ACCESSORIES:   * 5 set tube and connector * 2x2 litres Perspex jars   CONSUMABLES:   * 5 antibacterial filters   SPARE PARTS:  1x vacuum gauge |  |
| 19 | HH214650 | Ventilators Stationery With In-Line Nebuliation | each | FUNCTIONAL DESCRIPTION:  Adult and infant ventilator with internal compressor that can be used for critical care, post-operative recovery, in-patient management, and emergency transport.  MINIMAL TECHNICAL REQUIREMENTS SHALL INCLUDE:   * Patient Range: Infant/paediatric (>5 kg) – Adult * Screen display: >12 ” * Internal battery * Electrical power supply * Air/Oxygen Mixer: Integrated * Control/Settings * Quick-Start Modes: Adult & Child   *Ventilation Modes and specifications:*   * Pressure and Volume: A/CVM, * Pressure and Volume: SIMV, CPAP, Bi-PAP * Tidal Volume: 40 - 2,000 mL * Respiratory Rate: 0 or 5 - 60 b/min * Inspiratory Rate: 0.5 - 2.0 sec * PEEP/CPAP: 0 - 25 cmH2O * Pressure Support (PS): 0 - 25 cmH2O * Flow: 5 - 60 L/min * Pressure Control (Target Pressure): 15 - 55 cmH2O * Ptrig (Sensitivity): -5 - -1 cmH2O * FiO2: 21% - 100%   *Battery Parameters*   * Run Time (100% O2): >6 hours   *Alarms*   * High Airway Pressure: Low Airway Pressure * Apnea * Low Source O2 * Low Source Air * Malfunction alert * Critical Battery * Measured Parameters   *Monitored Parameters*   * Paw (Peak, Base) * Delivered Tidal Volume * Spontaneous Breath Count * Internal Battery Level   *Calculated Parameters*   * I:E Ratio * Flow Rate * FiO2   *Gas Source*  Oxygen Input:   * 40 - 80 psi DISS connection * low-pressure (< 10 psi) connection for concentrators * Air Input: 40 - 80 psi DISS connection or entrainment via internal compressor   ACCESSORIES:   * 1 trolley 4 anti-static castors with two brake and one accessories basket * 3 Adult Patient circuits autoclavable * 3 Child Patient circuits autoclavable * 3 Set of anesthesia masks (S,M,L) autoclavable   CONSUMABLES:   * 50 Air filters (patient circuit)   SPARE PARTS:   * Preventive maintenance kits after operating for two year kits needed * Preventive maintenance kits after operating for one year kits needed * Preventive maintenance kits after operating for six months kits needed   3 Batteries |  |
| 20 | HH000340 | Autoclave Table Top | each |  |  |
| 21 | HH004501 | Cautery forceps for macroscopic surgery (Straight electric Bipolar surgical forceps with a 2mm width tip; Connector type USA) | each |  |  |
| 22 | HH004502 | Electric cautery machine (20watts Bipolar coagulator with cautery leads) | each |  |  |
| 23 | HH004510 | Cautery forceps (Bipolar coagulation forceps-McPherson type with angled lightli blunted tips, connector type USA) | each |  |  |
| 24 | HH006340 | Bear Hugger Warming Blankets | each | FUNCTIONAL DESCRIPTION:  For temperature management of the patient  MINIMAL TECHNICAL REQUIREMENTS SHALL INCLUDE:   * Dimension 30cm x 25cm x34cm * Weight: 7kg * Filter: High-efficiency, 0.2 micro filter * Operating Temperature * High: 43 Degrees ±1.5Degrees * Medium: 38 degrees ± 1.5 degrees * Low: 32 degrees± 1.5 degrees * Device rating: 220-240VAC, 50 Hertz, 7.2 Amperes   ACCESSORIES:  • 1x power cable British type |  |
| 25 | HH009652 | Blood Warmer | each | FUNCTIONAL DESCRIPTION:  To heat blood and fluids prior to transfusion into the patient  MINIMAL TECHNICAL REQUIREMENTS SHALL INCLUDE:   * To accommodate tube sizes from 3-5mm * Inlet temperature span 15 to 25 degrees * Outlet temperature span 30-41 degrees * Temperature accuracy ±1 degree * Warming up time from 20 to 36 degrees approx. 2 minutes * Alarm at 42 degrees with sound * Should go off at 44 degrees * It should be on a stand with five wheels with brakes * Power supply * 220-240 VAC, 50-60Hertz |  |
| 26 | HH009750 | Automated External defibrator | each | FUNCTIONAL DESCRIPTION:  A simple to use automated external defibrillator (AED) that automatically diagnoses the life-threatening cardiac arrhythmias of ventricular fibrillation and pulseless ventricular tachycardia and through simple audio and visual commands is able to treat them through defibrillation, the application of electricity, which stops the arrhythmia, allowing the heart to re-establish an effective rhythm.  MINIMAL TECHNICAL REQUIREMENTS SHALL INCLUDE:   * Audio and visual commands * Bi-Phasic technology * Output energy levels up to 200 Joules; * A paediatric mode with automatic paediatric pad recognition * Visible readiness display * Being portable and lightweight * A display messages to prompt user through operating sequence * Audible tones that are coded and alerts users of operational sequences in English language * A low battery indicator * Event storage and review capabilities for code summaries and operator/ device actions. * Built-in battery pack and charger * Self tests on functionality, battery and electrode connection * Being splash Proof, Dust Protected IEC60529 class IP54; Splash Proof, Dust Protected (Battery Pack installed) * Being Shock/Drop abuse tolerant MIL-STD-810F 516.5 Procedure IV (1 meter, any edge, corner, or surface, in standby mode)   ACCESSORIES:   * 1 Transport bag   CONSUMABLES:   * Patient electrodes (pads) – single use – pack of 100 for adults and 00 paediatric pads   SPARE PARTS:   * 1 battery pack |  |
| 27 | HH010201 | Cardiotocography paper | each |  |  |
| 28 | HH010210 | Cardiotocography Paper | each |  |  |
| 29 | HH010400 | Dialysis Machine | each | FUNCTIONAL DESCRIPTION:  To be used on patients with kidney failures  MINIMAL TECHNICAL REQUIREMENTS SHALL INCLUDE:  Fully automatic and integrated unit. Compact and mobile with lockable castor wheels. Able to upgrade to new treatment options. Shall confirm with IEC 60601-1 standard. Auto self-test with auto priming. With IV bottle holder/ hanger  CONTROL PANEL  Soft touch or touch screen controls. Monitoring of parameters with alarm facilities.  Conductivity, Arterial, Venous & transmembrane pressure shall be monitored with display bar. The ability to calculate the Kt/V during treatment. Built-in variable rinsing program.  DIALYSATE PUMPING SYSTEM  Variable dialysate flow up to 800ml. Selectable dialysate temperature from 35 to 39 deg C.  Dialysate concentration conductivity range 13 to 15.5 mS/cm at 25 deg C. Selectable ultra-filtration rate from 0 to 4 lit per hr.  Blood leak sensitivity shall be of 0.5ml/min.  BLOOD PUMPING SYSTEM  Arterial pressure monitoring. Indicating rage from -300 to +280 mmHg.  Venous pressure monitoring. Indicating rage from -60 to +520 mmHg.  Transmembrane pressure monitoring. Indicating rage from -60 to +520 mmHg. Blood pump delivery range from 30 to 600ml/min.  Air detection shall be by ultrasonic transmission or equivalent. Heparin pump delivery range from 0 to 10ml/hr. Variable syringe sizes shall be used in the system.  DISINFECTION SYSTEM  Cleaning system shall comprise of cleansing, heat cleansing, disinfecting and heat disinfecting.  The offer shall include installation work of connecting the unit to the water treatment system.  The system offered shall be designed to operate normally under the conditions of the country. The conditions include power supply, Climate, Temperature, Humidity and etc.  ACCESSORIES AND OTHER REQUIREMENTS  All standard accessories/consumables/parts required for the proper operation of the above item shall be included  All standard Maintenance tools and cleaning /lubrication materials where applicable shall be included.  Operation manuals and service manuals, at least 1 set each, in English language  Manufacturing certificate  Spare parts list  Infusion line, blood line 100 sets each |  |
| 30 | HH088300 | Syringe Pump | each | FUNCTIONAL DESCRIPTION:  Syringe pump to gradually administer small amounts of fluid to a patient by mechanically pushing a syringe  MINIMAL TECHNICAL REQUIREMENTS SHALL INCLUDE:   * Rechargeable back up battery * Accuracy of set delivery rate: <<± 0,5% * Flow rates 0.1-1200 ml/h for 50ml and 0.1 – 100 ml/hr for 20ml syringe * Volume infused display: 0-9999ml * It should accommodate almost all types of syringes * Alarms: Door open; occlusion; air-in-line; low battery * Automatic bolus volume reduction * Backlit graphic display, ~40° read angle from all sides * Splash Proof, Dust Protected (Battery Pack installed) IEC60529 class IP54; * Shock/Drop abuse tolerant MIL-STD-810F 516.5 Procedure IV (1 meter, any edge, corner, or surface, in standby mode) * Ability to be mounted on an IV pole (include accessory if necessary) * Electrical power supply: * 220-240VAC 50Hertz   CONSUMABLES:   * 30 starting off syringes   SPARE PARTS:   * 1 battery pack |  |
| 31 | HH192302 | Emergency Box (Crush Cart) | each | FUNCTIONAL DESCRIPTION:  As the name denotes a box consisting of emergency devices  MINIMAL TECHNICAL REQUIREMENTS SHALL INCLUDE:   * Endotracual tubes * Oral air way * Laryngoscope,Bougie, Stylest * Magil forceps * Pulse oximeter machine, portable * Glucometer * Manual Blood pressure machine   ACCESSORIES:   * 2 Pulse oximeter probes * 2 BP cuffs * 2 BP Bulbd with air release valve   Consumables:  Spare parts:   * 2 Pulse oximeter probes * 2 BP cuffs * 2 BP Bulbd with air release valve |  |
| 32 | HH366640 | Digital Mobile X Ray Machine | each | FUNCTIONAL DESCRIPTION:  The mobile x-ray machine will be used for external body examination  MINIMAL TECHNICAL REQUIREMENTS SHALL INCLUDE:  *At x-ray department they have a new mobile x-ray machine which is very good so we get specs from there*  ACCESSORIES:   * 5x Spare parts bulbs |  |
|  |  | **CLASS I: OPTHALAMIC ITEMS** |  |  |  |
| 33 | II021000 | Volk 78D Non-Contact Slit lamp lenses | each |  |  |
| 34 | II021300 | Volk 90D Non-Contact Slit lamp lenses | pair |  |  |
| 35 | II048900 | Direct Ophthalmoscopes (Heine mini 3000 LED ophthalmoscope with handle) | set |  |  |
|  |  | **CLASS L: HOSPITAL EQUIPMENT** |  |  |  |
| 36 | LL096210 | Soft stress squeeze ball for hand for flexibility ;7cm | each |  |  |
| 37 | LL000260 | 20 Litre Pressure Steriliser ;20 litres | each |  |  |
| 38 | LL000263 | Medicine ball, standard; 14” in diameter, moisture resistant , 8 lb ;14 inch diameter, moisture resistant , 8 lb | each |  |  |
| 39 | LL004900 | obstetric bed with matress, delivery table (spec as attached | each | Medical examination couch should be Stainless steel exam couch bed with back section adjustable  **Quick Details**  Material: metal  Metal Type: Stainless Steel  Size: 190\*60\*66cm  Epoxy coated steel structure  Foam mattress with PVC cover  Back section is adjustable from 0 to 80° by mechanical hinge  Working load: 220kg |  |
| 40 | LL022430 | Large Steam Steriliser, 20 LITERS | each | Autoclave, fixed, steam, electric, automatic; with built-in Steam generator and water treatment unit  Double door version; Integrated steam generator; Nominal capacity approx. in the range of **420-500 litres**; **Microcomputer controlled operation**; with built-in digital printer; with 7 programs (5 productions and 2 test); and possibility to add optional programs for special applications.  For general purpose steam sterilization surgical instruments, wrapped items, porous loads at temperature 134 degrees C and rubber articles at 121 degrees C.  A pre-vacuum steam sterilizer, single door type, steam heated complying with the requirements of BS EN 285: 1975 and DHSS HTM 2010  Sterilizer frame work and other metal parts shall be in stainless steel to eliminate corrosion and last a life time  Sterilizer front and inspection door shall be in stainless steel  Control panel shall include a RS 232 port for exporting data from sterilizer  Sterilizer shall be designed and constructed to be environmentally friendly with system to recycle water to reduce consumption  **CHAMBER**  Chamber shall be horizontal rectangular construction; volume of approximately 420-500 L;  shall be adapted for efficient and easy loading and unloading of items; and jacket shall be constructed of 316L stainless steel. Chamber and jacket shall be designed for an approved working pressure of 45 psi (3 Bar).  Copy of certificate of approval by the relevant authority. The inner chamber shall be equipped with baffle plates for uniform steam distribution. Chamber shall be provided with additional ½ “and 1” capped connections for service and validation. The chamber inner surface shall be polished to a surface finish 4 in accordance with BS 1449:Pt.2 : 1975  **DOOR SYSTEM**  Doors shall be of same material used in the chamber construction; can be operated by motor power or pneumatic power or manual. If the door is operated by motor power, the motor shall be of permanently lubricated gear motor type. If the door is operated by pneumatic power, an air compressor shall be provided with the sterilizer. A safety mechanism shall be provided to prevent the cycle being started until the door is locked and sealed and to prevent the door being opened until chamber pressure is at atmospheric. Door shall be equipped with a safety device to immediately stop the door from closing in event of an obstruction. An auxiliary means of manual control shall be provided for opening the door in an emergency  **CONTROL PANEL AND PRINTER**  The control panel shall be mounted on top of the unit. All functions shall be monitored by a microcomputer with self-diagnostic feature.. The control panel shall come with a printer. All phases of the sterilization cycle shall be automatically controlled with cycle status indicating lights shown in the control panel. Cycle completion shall be indicated visually and audibly.. The panel on the operating end shall be provided with power on/off switch, digital display window, door control, touch sensitive cycle selection pads, instrumentation and printer controls. The display window shall display Time, Temperature, Pressure, Vacuum, Alarm conditions etc.. The control panel shall be provided with battery backup for data memory. Apart from digital display, the panel shall be equipped with pressure gauge for steam supply and combination pressure/vacuum gauge for chamber pressures. At least six pre-programmed cycles shall be provided for different types of sterilization processes including, Bowie-Dick and air leak test. The printer output shall provide Data, process start time, sterilizer name and number, cycle number, cycle transition points, documenting time, temperature, pressure, process fault information and cycle verification signature line.  **VACUUM SYSTEM**  The autoclave shall be provided with mechanical vacuum pump capable of achieving a high vacuum of 40 mbar. The process shall include a pre-vacuum phase for effective air removal from the chamber to ensure 100% steam penetration. It shall also include a post vacuum phase during the drying stage. The pre-vacuum process shall be a pulsating vacuum with simultaneous steam injection repeated several times. At the end of the post vacuum drying phase filtered air shall enter and equalize the chamber pressure to atmospheric through a 0.3 micron sterile filter  **PRESSURE REGULATION SYSTEM**  Water, air and steam shall be regulated by pressure regulating valves. Pressure gauges shall be provided at suitable areas for monitoring of the media pressure.  **STEAM CONTROL SYSTEM**  Steam supply shall be piped, valved, trapped and regulated to 50psi (3.5bar). Steam generator **shall** be part of this sterilizer. Steam shall be supplied from an integrated built in steam generator, shall be rated not less than 36KW. Steam generator shall be constructed of stainless steel to ensure the supply of clean steam (free of rust) to the sterilizer. It shall automatically control the supply of steam to the sterilizer at minimum of 3.7bar. Sterilizer controls shall include an adjustable pressure and high limit control cut out. Magnetic contactors shall be provided for energizing the heating elements. A low water cut off shall be provided to cut-off the heating elements. Steam supply line shall include a strainer, shut off valve and pressure regulator. Feed water tank and feed water pump shall be in stainless steel.  **Water Treatment Unit**  Water softener or deionizer shall be included complete with salt tank, valves, regulating and control devices, and supply piping and valves to steam generator. Capacity of water softener shall be generate sufficient treated water for normal workload of the autoclave.  **CHAMBER DRAIN SYSTEM**  Steam and condensate discharged from the chamber shall be cooled by a high capacity water cooled condenser to reduce discharge temperature to less than 60 degrees C to avoid risk of damage to the building drainage system. Condenser shall be made of stainless steel with large cooling surface.  **Trolley loading/unloading x 2 nos.**  The loading/unloading trolley must **MATCH** with this autoclave. Constructed using polished stainless steel. Overall size must match with the respective autoclave model. Trolley on 4 wheels high quality swivel casters with locking system.  Loading rack or basket for 1 full load x 3 sets.  The system offered shall be designed to operate normally under the conditions of the country. The conditions include power supply, Climate, Temperature, Humidity and etc.  **Accessories:**   * Loading/unloading trolley. * Loading rack with 2 shelves. * Loading platform * Gasket * Instrument tray * Stainless steel grid basket   **Spare parts:**   * 6x Door gaskets * 6x Heating elements * If different valves will be used then three each valves should be included   **Power requirements:** 220-240 V; 50 Hz; +/- 10 %; single phase  6 sterilization cycles for sterilizing at 134 0C and 121 0C for wrapped and unwrapped instruments; Capable of pre and drying vacuum. Should meet **EN13060 (or equivalent);** **Safety locking door under pressure**; **Progress indicator**. Overheat safety cut-out.  Manuals in English Language, (original copy/ hard Copy and electronic copy); Operation Manual and Service Manual. Operational demonstration and basic preventive maintenance orientation for technicians and users to be carried out by the expert of the Supplier.  1 year warranty on parts and service  **GENERAL** **NOTE**   * The power rating where not specified is 220VAC and each piece of machine should come with both user and service manual as well as back up spare parts. * A warrant on each piece of equipment is a must and users as well as technicians need to be trained in both operation and maintenance of each respective machine. |  |
| 41 | LL063040 | Kidney Dishes 20Cm ;20 cm | Each |  |  |
| 42 | LL063950 | Lockable stainless steel drug cabinet 4 shelves 160cm x 50 c ;160cm x 50 | each |  |  |
| 43 | LL063960 | Lockable stainless steel storage double door cabinet 5 shelv ;160cm x 50 c | each |  |  |
| 44 | LL068750 | Patient Weighing Scales ;for Adults up to 200kg | each |  |  |
| 45 | LL073400 | Massage media (baby oil);500ml | each |  |  |
| 46 | LL083465 | Trolley,Medicine,with drawer ;160cm x 50 | each |  |  |
| 47 | LL073400 | Massage media (baby oil);500ml | each |  |  |
| 48 | LL083465 | Trolley,Medicine,with drawer ;160cm x 50 | each |  |  |
| 49 | LL083460 | Trolley,Medicine,3 Layer, 4 wheeled stainless steel standard ;60x45x80 | each |  |  |
| 50 | LL084200 | Dumbbell weights, adjustable, 4kg;4 kg each | each |  |  |
| 51 | LL085400 | Therapy ball, anti burst rehabilitation exercise ball, 18", The range of inflation for all the stability balls is between 0.6 PSI and 0.9 PSI | each |  |  |
| 52 | LL085600 | Therapy ball, anti burst rehabilitation exercise ball, 26";The range of inflation for all the stability balls is between 0.6 PSI and 0.9 PSI | each |  |  |
| 53 | LL085700 | Transcutaneous electric nerve neural stimulator, machine syst;250mm(L), 70mm(H), 230mm(D),2.2Kg, 220v 50hz, 2, 10, 50, 100 & 125hz ;250mm(L), 70mm(H), 230mm(D),2.2Kg, 220v 50hz, 2, 10, 50, 100 & 125hz | each |  |  |
| 54 | LL086300 | Infrared physical electric red therapy machine for acupuncture;Pressed and welded handle to head ; | each |  |  |
| 55 | LL099910 | Therapeutic Ultrasound Machine Physiotherapy ; | each | FUNCTIONAL DESCRIPTION:  MINIMAL TECHNICAL REQUIREMENTS SHALL INCLUDE:  ACCESSORIES:   * Gel * Ultrasound scanning paper |  |
| 56 | LL091300 | Refrigerator/Freezer, 1/110C, net capacity 159 + 104 Lirtes ;1/110C, net capacity 159 + 104 Lirtes | each | 1 |  |
| 57 | LL080100 | Tablet counting tray;Any size | each | 10 |  |
| 58 | LL084220 | Dumbbells, 4Kg ;4kg | each | 1 |  |
| 59 | LL050750 | Delivery bed with mattress | each | Bed base, frame and leg should be all made of cold –rolled steel plate and tube and coated by electrostatic spray after twice phospatization.  Back rest: 0-75 degrees by double ratchet  Knee-rest: 0-90 degrees  **SPECIFICATIONS**   |  |  | | --- | --- | | Outside size | L 1800X W600X H800mm | | Thickness of the mattress | 50mm | | Material | Stainless steel, cushioned with form mattress and leather covered | | Leather colour | Black | | Accessories | 1. Paper roller 2. Arm support 3. Leg holder support 4. Stainless basin | |  |
| 60 | LL061560 | Bed hospital adult HDU with side rails (Hemodialisis bed) | each | FUNCTIONAL DESCRIPTION:  Bed for adults for long and short stays in the ICU, providing optimal access for hospital personal and comfort for the patient  MINIMAL TECHNICAL REQUIREMENTS SHALL INCLUDE:   * Dimension approx. L 190x W 100x H 450-750 cm * Electrically driven, input power 220-240VAC, 50HZ and preferred output to actuators should be 24VDC * 18/10 stainless steel structure with a minimum diameter of 40 mm * Polyester powder coated and baked finished, * Bed head/foot board made of ABS plastic or equivalent, * Washable and removable; * Height adjustable 450-750 mm, * Back rest lifting angle 0-80 degree, * Knee-rest lifting angle, 0-40 degree, * Supplied with I.V. Rod, * Collapsible type guard rails cross-over * Caster wheels, industrial types. 20cm diameter with brakes * 2 collapsible type guard rails cross-over * Mattress * Length and width matched with the bed size of adult hospital bed * Thickness min 15 cm * Washable * Watertight PVC proof cover * High-density foam filling; minimum density of 30kg/m3.   ACCESSORIES:   * 1 Spare watertight proof cover   SPARE PARTS:   * 4 Spare wheels |  |
| 61 | LL061570 | Beds adjustable with wheels and supporting side rails | each | 32 |  |
| 62 | LL069050 | Pill counting trays, stainless steel | each | 4 |  |
| 63 | LL077400 | Sterilizer, electrical 3 drum | each | 5 |  |
| 64 | LL082200 | Trolley instrument,Each | each | FUNCTIONAL DESCRIPTION:  Trolley to position instruments during operations and other interventions  MINIMAL TECHNICAL REQUIREMENTS SHALL INCLUDE:   * 18/10 stainless steel structure * Double Stainless steel tray of minimum dimensions: 600 x 450 x 800 (H) mm * Rounded corners * 40 x 40 mm square feet * 4 caster wheels with brakes (2)   SPARE PARTS:   * 4 spare wheels |  |
| 65 | LL085000 | Water distiller, Vol 400-500 litres, Flowrate 40-50 L/h | each | 2 |  |
| 66 | LL085400 | Therapy ball, anti burst rehabilitation exercise ball, 18";Therapy, anti burst rehabilitation exercise ball, 18";The range of inflation for all the stability balls is between 0.6 PSI and 0.9 PSI | each | 25 |  |
| 67 | LL085600 | Therapy ball, anti burst rehabilitation exercise ball, 26";The range of inflation for all the stability balls is between 0.6 PSI and 0.9 PSI | each | 25 |  |
| 68 | LL085900 | Therapy, anti burst rehabilitation exercise ball, 30";The range of inflation for all the stability balls is between 0.6 PSI and 0.9 PSI | each | 25 |  |
| 69 | LL089900 | ECG machine 12 lead Mindray R-12 | each | The ECG machine should be 12 channels ECG.  **Description**: Digital multi-channel electrocardiograph  Specification:   |  |  | | --- | --- | |  | 10.4inch sensitive and capacitive touch screen design.   1. Virtual and physical button input 2. Innovation handle design, support screen angle standard configured the multi-axis TP innovative thermal printer can accurately trace each ECG waveform. 3. Digital sampling rate: 32000Hz A/D Conversion: 24 bits 1s baseline stability 4. Frequency response: 0.01-350Hz support sending ECG report by email. 5. Support double- pole pacemaker detection 6. Glasgow ECG analysis algorithm 7. ST segment elevation myocardial infarction diagnosis ability is in the industry leading position. 8. Original iFilter adaptive filtering technology to improve the ECG signal quality |   Product specifications   |  |  |  |  | | --- | --- | --- | --- | | Sampling rate | 32000Hz (1ms) | Paper size | 210mm/216n thermal folding paper | | Sensitivity | 2.5,5,10,20,40, auto mm/mV±2% | Continuous operation | AC≥ 8h;DC≥5h | | Time Constant | ≥ 3.2s | Polarization | ±610mV | | CMRR | ≥ 130dB | Input impedence | ≥ 50MΩ(10Hz) | | Patient Leakage Current | <10µA | Data Storage | Max.1000sets: support SD card ,USB | | Input mode | Floating input | Paper Speed | 5,6.25, 12.5, 25, 50mm/s ±2% ( 5levels adjustement) | | Input current | <50µA | Recording mode | Thermal array printer 210mm/216n thermal folrding paper | | Calibration voltage | 1mV± 2% | Filter | * AC : off/ 50Hz/60Hz (-20dB) * EMG: 25/35/45/75 Hz (-3dB) * DFT: off/0.05Hz/0 | | Frequency response | 0.001~ 350Hz | A/D shift | 24bits |   Accessories   |  |  | | --- | --- | | 1 | Lithium battery | | 2 | Thermal printer papers 15 | | 3 | User manual and Technical manual | | 4 | Patient cable | | 5 | Limb Electrodes | | 6 | Chest Electrodes | | 7 | Power cable | | 8 | Ground wire | |  |
| 70 | LL100000 | Theatre bed (Operating Table) | each | Hydraulic surgical operation table for orthopedicsurgery c-arm compatible  **PRODUCT DESCRIPTION**   * The table should be suitable for surgical procedures of the head, neck, thorax and abdomen, perineum and extremities as well as for gynecology, otorhino-laryngological and orthopaedics operation. * The table's elevation, lowering, reversed trendelienburg, trendelenburg, lateral tilt can be all automatically controlled. * Leg section can be rotated, opened, disassembled and adjusted easily. * It is most suitable for the urological operation, The table top should be made of high strength glass that can move backwards and forwards. X-Ray examination can be carried out on it. It can be raised or lowered hydraulically by means of an oil pump. Various positions can be controlled from both sides. * Chassis inside an outside covers are stainless steel.     **SPECIFICATION**  Overall Length: 2100mm  Width: 500mm  Height: 750~950mm  Reversed Tendelenburg: 15°  Trendelenburg: 20 °  Lateral tilt: 18 °  Longitude Movements: 400mm  Head Section fold up/down: 45°/-90°  Kidney Bridge Elevated: 120mm  Leg Section fold down: 900  Leg Section opened: 900  Back Section fold up: 550  Safe Load: 200kg  The bed should also have the following accessories and quantities  1 Head section: 1  2 Anaesthetic Screen: 1  3 Body support: 2  4 Shoulder support: 2  5 Arm rest: 2  6 Knee crutch: 2  7 Cushion : 1 |  |
| 71 | LL100000 | Theatres Beds, adjustable, max 200kg | each |  |  |
| 72 | LL000268 | Medicine ball, weight 2kg | each |  |  |
| 73 | LL099920 | Brown cotton Cloth | 1 meter |  |  |
| 74 | LL072201 | Pegboard Wooden block | each |  |  |
| 75 | LL000268 | Medicine ball, weight 2kg | each |  |  |
| 76 | LL099920 | Brown cotton Cloth | 1 meter |  |  |
| 77 | LL072201 | Pegboard Wooden block | each |  |  |
| 78 | LL051710 | Mindray USS Machines, with Doppler, abdominal and transvaginal | each |  |  |
| 79 | LL053001 | Incubator infant | each | FUNCTIONAL DESCRIPTION:  An infant incubator is an apparatus used to maintain environmental conditions suitable for a neonate (new-born baby). It is used in preterm births or for some ill full-term babies.  MINIMAL TECHNICAL REQUIREMENTS SHALL INCLUDE:   * Heating power >450W * Sound level <50dB * 2 Temperature control modes:   + Skin mode with probe from 35 to 38 ° C with safe access above 37 ° C and 0.1 degree Celsius increment   + Ambient air mode: 28 to 39 ° C with secure access below 28 ° C and above 37 ° C and 0.1 degree Celsius increment * Pre-set hygrometry with removable water tray with visualized level: min. 45% max. 70% +/- 10% * Oxygen input * Audible and visual alarms for Hi and Low air Temperature; temperature Failure indicator; Overheat temperature automatic shut-off; Fan motor failure indicator and power failure indicator * Dimensional cabin not less than (L x W x H 890x455x435 mm) * Front side: cutaway. 2 large side opening doors with 2 hand ports * Back side: cutaway. 2 hand ports * 2 tubing ports * Ergonomic hinge locks allow opening of hand ports with elbows * Ports facilitate the passage of sensors and hoses * Procline /decline +/- 10 ° * Rail door accessories head * Washable air filter * IV pole * Chassis equipped with 4 swivel castors including 2 with brake * Memory mattress * Storage space * Comply with IEC 60601-2-19:2009 Medical electrical equipment - Part 2-19: Particular requirements for the basic safety and essential performance of infant incubators * Electrical power supply * 220-240VAC, 50 Hertz   ACCESSORIES:   * Medical grade memory foam mattress same size as bed platform * 3 reusable Temperature skin probes   CONSUMABLES:   * 50 foam temperature probe covers (single use)   SPARE PARTS:  1 heating element |  |
| 80 | LL061800 | Infant resuscitator, clear plastic + mask + bag | each | 2 |  |
| 81 | LL063940 | Resuscitaire Infant Warmer | each | FUNCTIONAL DESCRIPTION:  A mobile baby warming and resuscitaire unit after delivery procedures. It combines a warming therapy platform along with the components required for clinical emergency and resuscitation.  MINIMAL TECHNICAL REQUIREMENTS SHALL INCLUDE:   * Mobile, with caster breaks * Operational modes * Pre-Warm * Air mode/non servo * Baby mode/servo * Control box with LCD screen * Overhead Radiant Heater with power: 1000W with low temperature glass ceramic emitter * 2 Temperature control modes: * Skin mode with probe from 35 to 38 ° C with safe access above 37 ° C * Ambient air mode: 20 to 39 ° C with secure access below 28 ° C and above 37 ° C * (Skin) Temperature Indicator * Heater Control Indicator * Bed-platform, dim. approx. L700mm X W350mm * Height adjustable bed platform 700 mm to 1000 mm * Bed platform accessible from 3 sides with movable rails * Examination Light * Audible and Visual Alarms for Sensor disconnect, high temperature, low temperature and Power failure * Apgar Timer * O2 and Air pipeline connections. * O2 and Air Cylinder yokes-Bull noise type * O2 / Air Blender * O2 Flow meter 0 to 15 LPM * Pipeline and Venturi Neonatal Suction * Airway Pressure limiting system 0 to 50 cm H2 * Resuscitation Storage compartment and drawers. * IV-pole en instrument shelf * Comply with IEC 60601-2-21:1997 - Medical electrical equipment. Particular requirements for safety. Specification for infant radiant warmers * Electrical power supply * 220-240VAC, 50 Hertz   ACCESSORIES:   * Medical grade mattress same size as bed platform * 3 reusable Temperature probes   CONSUMABLES:   * 50 foam probe covers (single use)   SPARE PARTS:   * 2 Heating element |  |
| 82 | LL066100 | Carbondioxide Gas Monitor | each | FUNCTIONAL DESCRIPTION:  MINIMAL TECHNICAL REQUIREMENTS SHALL INCLUDE:   * Capnography:   + Measure: Mainstream and SideStream   + Preheating time: 2 minutes maximum   + Scale: 0 to 100 mmHg   + PiCO2 / FiCO2: 0 to 50 mmHg   + Measured information     - CO2 inspired     - CO2 expired     - Concentration in%     - Breathing     - Continuous CO2 curve * Electrical power supply * 220-240VAC, 50 Hertz   ACCESSORIES:   * 1 ground cable * 1 power cord * 1 dust cover * 1 cart with brakes * 3 sets of NIBP cuffs 3 sizes (infant, paediatric, adult) + tubing * 3 SPO2 sensors paediatric/adult reusable + cable * 3 temperature sensors paediatric/adult reusable + cable * 3 ECG Patient Cables for 3 channels; sensor + cable   CONSUMABLES:   * 1000 chest electrodes * 1000 Airway Adapter Single Use (CO2 Mainstream) * 1000 Deadspace Single Use (CO2 Mainstream) |  |
| 83 | LL087100 | Hospital Screen on casters, 4-panel with curtain | each | FUNCTIONAL DESCRIPTION:  Foldable screen to position between hospital beds or to separate a space to create privacy for patients  MINIMAL TECHNICAL REQUIREMENTS SHALL INCLUDE:  Four-fold screen   * Tubular frame 30x15mm epoxy steel   Height approx. 180cm.   * Side panels of 60 cm, fireproof and washable plastic fabric * Mobile on 4 swivel wheels and 2 adjustable glides   ACCESSORIES:  CONSUMABLES:   * Fireproof and washable plastic fabric   SPARE PARTS:   * 4 spare wheels |  |
| 84 | LL088300 | Mobile Mindray Ultrasound Scanning Machine | each |  |  |
| 85 | LL0883100 | Ultrasound Scanning Machine colour screen 2D | each | General characteristics: Full digital; Should have 15” or bigger high resolution monitor with tilt and swivel; line density of 512 lines; dynamic range>160dB; with penetration depth (Adjustable scanning depth): up to 30 cms; and up to 4 selectable frequencies in each probe. Must have minimum of 4 rendering scanning modes with measurements : B, B/B, M, B/M; panoramic imaging up to 240 cms or 1800 with colour and cine facility; cine loop not less than 128 frames; has the ability to enhance 2D and tissue harmonic penetration and colour sensitivity momentarily to improve visualization in difficult patients; digital image processing; panoramic zoom in real time and frozen conditions; printing of the image on thermal paper; built-in image archive not less than 16 frame; image freezing mode; automatic image optimization.  **Can perform measurements**: distance, circumference, area, angle, volume, velocity, time, heart rate; with two USB ports; video printer and laser printer parts; footswitch operation.  **Continuous working hours**: >/= 8 hrs  **Display**: Built-in, colour monitor; PC Based Image management system preferably windows; non-interlaced; visual displaying mode selection  **Thermal printer**: Black and white thermal video printer, black and white laser jet printer for reporting  **Transducers/Probe**: 80Array element R60 or better   1. Electronic multi frequency convex transducer with basic frequency 3.5 MHz approx., in a range from 2.0 up to 5.0 MHz approx., with continuous or fixed frequency changing 2. Electronic multi frequency linear transducer with basic frequency 7.5 MHz approx., in a range from 5.0 up to 10.0 MHz approx. with continuous or fixed frequency changing 3. Electronic multi frequency endocavity transducer with basic frequency 6.5 MHz approx., in a range from 5.0 to 8.0 MHz approx., with continuous or fixed frequency changing 4. Electronic multi frequency transvaginal transducer with basic frequency 7.5 MHz approx., in a range from 3.0 to 9.0 MHz approx., with continuous or fixed frequency changing   **Examinations and calculations for**: Abdominal; Obstetric; Gynaecology; Urology; Cardiology; Small parts; Orthopaedics  The unit shall be capable of operating continuously in ambient temperature of 400 C and relative humidity of 80%. Resettable over current breaker shall be fitted for protection  Spike protector of appropriate rating should be provided. UPS of suitable rating conforming to IS-302 shall be supplied.  **Power supply**: 220 -240 V/50 Hz; +/- 10 %; Built-in controller of power supply; Power connector- European standard Type C  **Components and consumables (per unit**): Gel for researches - 1 package, 12 tubes on 250 ml (in case of change of packing the total of gel should be not less than 3000 ml). Thermal paper - 50 rolls  **Certification requirements** : The Manufacturer must have the following international quality control certificates; ISO 9001; Certificate of calibration and inspection from factory; IEC 601-1-88; European Community requirements as per Directive 93/42/EEC dated 14.06.1993 on the medical equipment issue. Should be FDA or CE approved product, conforms to standards for electrical safety IEC-60601 / IS-13450  **Documentation (per unit):** User’s manual; Service manual; both in English.  **Guarantee period**: 24 months from the date of putting into operation; 36 months for transducers from the date of putting into operation  **Training**: Operational demonstration and basic preventive maintenance orientation for technicians and users to be carried out by the expert of the Supplier.  **Spare parts**: Spare parts must be available at least 8 years after delivery. |  |
| 86 | LL0883101 | Ultrasound Scanning Machine, 3D Colour Doppler | each | High-resolution 15-inch TFT monitor, with omni-directional arm; one-touch image optimization; Multi-beam Parallel Imaging;  Synchronous Navigation: on-screen instruction for manual-free operation;  Thumbnail: easy image review during live scanning; User-programmable data tables/graphs, formulae, measurement and report;  Multiple frequency transducers; capable of providing fast and efficient storage, review, management and transfer of imaging and patient data  **Probes**: convex probe(standard)  Linear probe (Optional)  Transvaginal probe(Optional)  Micro-convex probe(Optional)  Open communication platform: DICOM and multiple file formats, on board and removable media storage.  **Comprehensive imaging modes**:  2D, M, PW, CW, HPRP, Colour, Power and Directional Power Doppler, Tissue Harmonic Imaging, trapezoid Imaging.  **Broad range of clinical applications:**  Abdomen, Obstetrics, Gynaecology, Urology, Small Parts, Peripheral Vascular, Paediatrics, Musculoskeletal, Orthopaedics, Cardiology, Emergency Medicine.  **Specialty Applications:**  Real-time 4D volumetric Imaging, free-hand 3D imaging, Endo-cavity Imaging, Needle Guide  Biopsy.  **Dynamic range**: 64~96dB adjustable; Frames cine loops：256  **Power supply scope**： AC 160-260V 50Hz; Successive working hours：≥8h  **Lateral resolution**: ≤2mm(depth≤80mm), ≤3mm(80< depth≤130mm) or better  **Axia**l: ≤1mm(depth≤80mm), ≤2mm(80< depth≤130mm) or better  **Geometry position precision**: lateral≤5%, axial≤5% or better  Certificate of calibration and inspection from factory  Manufacturer’s Certificates of ISO 9001, relevant IEC Certificates and European Community certificates for electro-medical equipment safety  Spare parts must be available at least 8 years after delivery  **Documentation**:  User and Service manuals in English  **Training**: Users on operational techniques and safety and maintenance technicians on PPM |  |
| 87 | LL089910 | Lead Jacket Extra Large | each |  |  |
| 88 | LL089920 | Lead Jacket Large | each |  |  |
| 89 | LL089930 | Lead Jacket Medium | each |  |  |
| 90 | LL089940 | Lead Jacket Small | each |  |  |
| 91 | LL091410 | C-ARM, Siemens Cios Select | each |  |  |
| 92 | LL100100 | Mortuary Lift | each | Mortuary lifter is the device to cooperate with mortuary freezer and autopsy table, it can transport the corpse and lifting to the reasonable height for mortuary freezer storage  Product Name Arabian Style Manual Hydraulic Lift Trolley Mortuary Morgue Cart Lifter for Hospital use  LIFTING FUNCTION: Hydraulic Lifting  SCISSOR: Double Scissors  LITING HEIGHT (MAX.): 2000mm  LITING HEIGHT (MIN.): 450 mm  MATERIAL: SUS 304 Stainless Steel  LOAD CAPACITY: 200 kg  CASTERS: 4 casters (with brakes)  TRAY TYPE: Movable 304 stainless steel body tray thickness is 1.5mm  TRAY SIZE: Customization |  |
| 93 | LL077700 | Sterilizer, high pressure electrical | each |  |  |
|  |  | **CLASS M: LABORATORY REAGENTS AND MATERIALS (SUPPLIES)** |  |  |  |
| 94 | MM154820 | Lab Coats, white, cotton polyester material, Large | each |  |  |
| 95 | MM154810 | Lab Coats, white, cotton polyester material, mediu | each |  |  |
| 96 | MM289950 | Reusable hot/cold pack,gel beads | each |  |  |
| 97 | MM154800 | Lab Coats,white, cotton polyester material, Small | 10/pkt |  |  |
|  |  | **CLASS N: X-RAY FILMS AND EQUIPMENT** |  |  |  |
| 98 | NN054900 | X-Ray Protection, Thyroid (Neck), Lead Rubber | each |  |  |
| 99 | NN014701 | Electrocardiograph | each | FUNCTIONAL DESCRIPTION:  For measuring electro activities of the heart and it will be used for diagnosis and not monitoring.  MINIMAL TECHNICAL REQUIREMENTS SHALL INCLUDE:  *Technical requirements to be added*  ACCESSORIES:   * Spare ECG leads * Gel |  |
|  |  | **CLASS P: DENTAL ITEMS** |  |  |  |
| 100 | PP093900 | Temporary cement Kerr Tempbond,Set | set |  |  |
| 101 | PP025800 | Elevator Cryer no.30,(Aesculap DL,211),Each | each |  |  |
| 102 | PP027000 | Elevator Warwick James straight,(Aesculap DL 52),Each | each |  |  |
| 103 | PP004320 | NSK Handpiece - Air Turbine Non Optic pana Max Plus, 4 Hole Pana Max Plus Midwest | each |  |  |
| 104 | PP005410 | Calci Paste (Calcium Hydroxide and lodoform) | each |  |  |
| 105 | PP042900 | Intra oral camera, Kodak 1500 I/O wireless | each |  |  |
| 106 | PP092449 | Disposable Syringes(50ml) | each |  |  |
| 107 | PP100200 | Trimmer, gingival, margin R (Aesculap DC 78) | each |  |  |
| 108 | PP028800 | Ethyl chloride spray topical anaesthetic,Each ;3.5 ounces/100mls | each |  |  |
| 109 | PP109900 | Bonding agent for composite filling ;50/100ml | each |  |  |
| 110 | PP038144 | Wax Dental Base | EACH |  |  |
| 111 | PP038145 | Sticky wax 70g | EACH |  |  |
| 112 | PP005110 | Bite Blocks | EACH |  |  |
| 113 | PP093310 | Anterial teeth (Acrylic) A1 | EACH |  |  |
| 114 | PP093320 | Anterial teeth (Acrylic) A2 | EACH |  |  |
| 115 | PP093330 | Anterial teeth (Acrylic) B1 | EACH |  |  |
| 116 | PP093340 | Anterial teeth (Acrylic) B2 | EACH |  |  |
| 117 | PP051910 | Polishing Brushes, Smooth | EACH |  |  |
| 118 | PP079810 | Pumice dental powder | 25KG |  |  |
| 119 | PP020110 | Flacks for dental fabrication | EACH |  |  |
| 120 | PP020120 | Preformed Adams Clip | EACH |  |  |
| 121 | PP020130 | Gas burner | EACH |  |  |
| 122 | PP012910 | Wax knife | EACH |  |  |
| 123 | PP012920 | Plaster knife | EACH |  |  |
| 124 | PP020125 | Performed temporary crown shade A1 | EACH |  |  |
| 125 | PP020140 | Luting Agent | EACH |  |  |
| 126 | PP108010 | Zinc polycarboxylate cement (powder) | SET |  |  |
| 127 | PP019210 | Composite for temporary crown | SET |  |  |
| 128 | PP042710 | Plaster of paris powder,1KG | EACH |  |  |

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| Section 7: General Conditions of Contract |

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Section 7: General Conditions of Contract

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| 1. Definitions  1.1 The following words and expressions shall have the meanings hereby assigned to them:   1. “Contract” means the Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein. 2. “Contract Documents” means the documents listed in the Agreement, including any amendments thereto. 3. “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract. 4. “Day” means calendar day. 5. “Delivery” means the transfer of the Goods from the Supplier to the Procuring Entity in accordance with the terms and conditions set forth in the Contract. 6. “Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract. 7. “Eligible Countries” means the countries and territories eligible as listed in Section 3 of the Bidding Document. 8. “GCC” means the General Conditions of Contract. 9. “Goods” means all of the Medical Supplies that the Supplier is required to supply to the Procuring Entity under the Contract. 10. “Procuring Entity” means the entity purchasing the Goods and Related Services, as specified in the SCC. 11. “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract. 12. “SCC” means the Special Conditions of Contract. 13. “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier. 14. “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Procuring Entity and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier. 15. “The Site,” where applicable, means the place named in the SCC. | | |
| 2. Contract Documents | | |
| 2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. | | |
| 3. Fraud and Corruption | | |
| * 1. The Government requires that Procuring Entities, as well as Bidders and Suppliers under public financed contracts, observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government:   2. defines, for the purposes of this provision, the terms set forth below as follows:  "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;"fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;“collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish prices at artificial, noncompetitive levels; and“coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.  * 1. Will debar a Bidder from participation in public procurement for a specified period of time if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract. | | |
| 1. Interpretation | | |
| * 1. If the context so requires it, singular means plural and vice versa.   2. Incoterms  1. Unless otherwise specified in the SCC, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms. 2. EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC. | | |
| * 1. Entire Agreement   The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. | | |
| * 1. Amendment   No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto. | | |
| * 1. Nonwaiver  1. Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract. 2. Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorised representative of the party granting such waiver, and must specify the right and the extent to which it is being waived. | | |
| * 1. Severability   If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract. | | |
| 1. Language | | |
| * 1. The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in English unless otherwise specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.   2. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation. | | |
| 1. Joint Venture, Consortium or Association | | |
| * 1. If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Entity for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Procuring Entity. | | |
| 1. Eligibility | | |
| * 1. All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and regulations of the Government of Malawi.   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. | | |
| 1. Notices | | |
| * 1. Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.   2. A notice shall be effective when delivered or on the notice’s effective date, whichever is later. | | |
| 1. Governing Law |
| * 1. The Contract shall be governed by and interpreted in accordance with the laws of the Republic of Malawi, unless otherwise specified in the SCC. |
| 1. Settlement of Disputes |
| * 1. The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. |
| * 1. If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC. |
| 1. Scope of Supply |
| * 1. Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.   2. Unless otherwise stipulated in the Contract, the Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract. |
| 1. Delivery |
| * 1. Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC. |
| 1. Supplier’s Responsibilities |
| * 1. The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12. |
| 1. Procuring Entity’s Responsibilities    1. Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Procuring Entity shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner    2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 14.1. |
| 1. Contract Price |
| * 1. The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract. |
| 1. Terms of Payment |
| * 1. The Contract Price shall be paid as specified in the SCC.   2. The Supplier’s request for payment shall be made to the Procuring Entity in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfilment of all the obligations stipulated in the Contract.   3. Payments shall be made promptly by the Procuring Entity, no later than forty-five (45) days after submission of an invoice or request for payment by the Supplier, and the Procuring Entity has accepted it.   4. The currency in which payments shall be made to the Supplier under this Contract shall be specified in the SCC. |
| 1. Taxes and Duties |
| * 1. For goods supplied from outside the Republic of Malawi, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Republic of Malawi.   2. For goods supplied from within the Republic of Malawi, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.   3. If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Republic of Malawi, the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.   4. For the purpose of the Contract, it is agreed that the Contract Price specified in the Agreement is based on the taxes, duties, levies, and charges (called “tax” in this sub-clause) prevailing at the date twenty-eight (28) days prior to the date of bid submission in the Republic of Malawi. If any tax rates are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of the Contract, which was or will be assessed on the Supplier, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be. |
| 1. Performance Security |
| * 1. The Supplier shall, within thirty (30) days of the signing the contract award, provide a performance security for the due performance of the Contract in the amount and currency specified in the SCC.   2. The proceeds of the performance security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.   3. The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring Entity, and shall be in one of the forms stipulated by the Procuring Entity in the SCC, or in another form acceptable to the Procuring Entity.   4. The performance security shall be discharged by the Procuring Entity and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier’s performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC. |
| 1. Copyright |
| * 1. The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party. |
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|  |
| * 1. The obligation of a party under GCC Sub-Clauses 20.1 and 20.2, however, shall not apply to information that:      1. the Procuring Entity or Supplier need to share with any other institutions participating in the financing of the Contract;      2. now or hereafter enters the public domain through no fault of that party;      3. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or      4. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality. |
| 20.4 The provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof. |
| 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract. |
| 1. Subcontracting |
| * 1. The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.   2. Subcontracts shall comply with the provisions of GCC Clauses 3 and 7. |
| 1. Specifications and Standards |
| 22.1 Technical Specifications and Drawings   1. The Supplier shall ensure that the Goods and Related Services comply with technical specifications and other provisions of the Contract. 2. The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity. 3. The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in the Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the goods’ country of origin. |
| 22.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 33. |
| 1. Packing and Documents |
| * 1. The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods’ final destination and the absence of heavy handling facilities at all points in transit. |
| * 1. The 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, if any, specified in the SCC, and in any other instructions ordered by the Procuring Entity. |
| 1. Insurance |
| * 1. Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC. |
| 1. Transportation |
| * 1. Unless otherwise specified in the SCC, responsibility for transportation of the Goods shall be in accordance with the Incoterms specified in the Schedule of Requirements. |
| 1. Inspections and Tests |
| * 1. The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Schedule of Requirements.   2. The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods’ final destination, or in another place in the Republic of Malawi as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.   3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.   4. Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.   5. The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier’s reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier’s performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.   6. The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.   7. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub-Clause 26.4.   8. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract. |
| 1. Liquidated Damages |
| * 1. Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Procuring Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to GCC Clause 35. |
| 1. Warranty |
| 28.1 All goods must be of fresh manufacture and must bear the dates of manufacture and expiry.  The Supplier further warrants that all Goods supplied under the Contract will have remaining a minimum of five-sixths (5/6) of the specified shelf life upon delivery at port/airport of entry for goods with a shelf life of more than two years and three-fourths (3/4) for goods with a shelf life of two years or less, unless otherwise **specified** **in the SCC;** have “overages” within the ranges set forth in the Technical Specifications, where applicable; are not subject to recall by the applicable regulatory authority due to unacceptable quality or an adverse drug reaction; and in every other respect will fully comply in all respects with the Technical Specifications and with the conditions laid down in the Contract.  28.2 The Procuring Entity shall have the right to make claims under the above warranty for three months after the Goods have been delivered to the final destination indicated in the Contract. Upon receipt of a written notice from the Procuring Entity, the Supplier shall, with all reasonable speed, replace the defective Goods without cost to the Procuring Entity. The Supplier will be entitled to remove, at his own risk and cost, the defective Goods once the replacement Goods have been delivered.  28.3 In the event of a dispute by the Supplier, a counter analysis will be carried out on the manufacturer’s retained samples by an independent neutral laboratory agreed by both the Procuring Entity and the Supplier. If the counter analysis confirms the defect, the cost of such analysis will be borne by the Supplier as well as the replacement and disposal of the defective goods. In the event of the independent analysis confirming the quality of the product, the Procuring Entity will meet all costs for such analysis.  28.4 If, after being notified that the defect has been confirmed pursuant to GCC Sub-Clause 15.2 above, the Supplier fails to replace the defective Goods within the period **specified in the SCC,** the Procuring Entity may proceed to take such remedial action as may be necessary, including removal and disposal, at the Supplier’s risk and expense and without prejudice to any other rights that the Procuring Entity may have against the Supplier under the Contract. The Procuring Entity will also be entitled to claim for storage in respect of the defective Goods for the period following notification and deduct the sum from payments due to the Supplier under this Contract.  28.5 *Recalls.* In the event any of the Goods are recalled, the Supplier shall notify the Procuring Entity within fourteen (14) days, providing full details of the reason for the recall and promptly replace, at its own cost, the items covered by the recall with Goods that fully meet the requirements of the Technical Specification and arrange for collection or destruction of any defective Goods. If the Supplier fails to fulfil its recall obligation promptly, the Procuring Entity will, at the Supplier’s expense, carry out the recall. |
| 1. Patent Indemnity |
| * 1. The Supplier shall, subject to the Procuring Entity’s compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:  1. the installation of the Goods by the Supplier or the use of the Goods in Malawi; and 2. the sale in any country of the products produced by the Goods. 3. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract. |
| * 1. If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 29.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. |
| * 1. If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf. |
| * 1. The Procuring Entity shall, at the Supplier’s request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing |
| * 1. The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity. |
| 1. Limitation of Liability |
| * 1. Except in cases of criminal negligence or wilful misconduct,  1. the Supplier shall not be liable to the Procuring 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 Entity; and 2. the aggregate liability of the Supplier to the Procuring 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, or to any obligation of the supplier to indemnify the Procuring Entity with respect to patent infringement. |
| 1. Force Majeure |
| * 1. The Supplier shall not be liable for forfeiture of its performance security, 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 the result of an event of Force Majeure. |
| * 1. For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.   2. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring 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. |
| 1. Change Orders and Contract Amendments |
| * 1. The Procuring Entity may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:  1. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity; 2. the method of shipment or packing; 3. the place of delivery; and 4. the Related Services to be provided by the Supplier.    1. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Procuring Entity’s change order.    2. Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. |
| 1. Extensions of Time |
| * 1. If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Procuring Entity in writing of the delay, it’s likely duration, and its cause. As soon as practicable after receipt of the Supplier’s notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier’s time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract. |
| * 1. Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1. |
| 1. Termination |
| * 1. Termination for Default  1. The Procuring Entity, without prejudice to any other remedy for breach of Contract, by notice of default sent to the Supplier, may terminate the Contract in whole or in part:  if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 34; orif the Supplier fails to perform any other obligation under the Contract.  * 1. In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services.   2. However, the Supplier shall continue performance of the Contract to the extent not terminatedif the Supplier, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices, as defined in GCC Clause 3, in competing for or in executing the Contract. |
| * 1. Termination for Insolvency   The Procuring Entity may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity. |
| * 1. Termination for Convenience   The Procuring Entity, by 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 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. |
| 35.6 The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier’s receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect: to have any portion completed and delivered at the Contract terms and prices; and/orto cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier. |
| 1. Assignment |
| * 1. Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party. |

Section 8: Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC

| GCC clause reference | Special Conditions |
| --- | --- |
| GCC 1.1(j) | The Procuring Entity is: **Central Medical Stores Trust, Lilongwe, Malawi**. |
| GCC 1.1 (o) | The Site is: **Central Medical Stores Trust, Receiving Depot, National Pharmaceutical Warehouse Mzimba Drive, Malawi.** |
| GCC 4.2 (a) | The meaning of the trade terms are prescribed by **International Chamber of Commerce.** |
| GCC 4.2 (b) | The version of Incoterms shall be the 2010 Edition- **DDP Central Medical Stores Trust, Receiving Depot, New Pharmaceutical Warehouse, Lilongwe, Malawi**. |
| GCC 5.1 | The language shall be English |
| GCC 8.1 | For notices, the Procuring Entity’s address shall be:  **The Procurement Manager,**  **Central Medical Stores Trust**  **Private Bag 55, Mzimba Street, Lilongwe, Malawi**  **Telephone: +265 01753 910, +265 01 753 912**  **Facsimile number: +265 01 751 326**  Email address: [procurement**@cmst.mw**](mailto:mchimkokomo@cmst.mw)  For notices, the Supplier’s address shall be:  Attention:  Telephone:  Facsimile number:  Email address: |
| GCC 9.1 | The governing law shall be: **The Laws of Malawi**. |
| GCC 10.2 | The formal mechanism for the resolution of disputes shall be: Amicable negotiations of the dispute or if this fails the dispute shall be referred to Arbitration in line with UNCITRAL arbitration rules. The appointing authority shall be ICC, the number of arbitrators should be 3, the language of arbitration shall be English and the place of arbitration shall be Lilongwe Malawi. |
| GCC 11.1 | The scope of supply shall be as specified in Section 6. List of Goods, Quantities and Delivery Schedule. |
| **GCC 12.1** | The shipping and other documents to be furnished by the Supplier are:   1. Three originals and three copies of Suppliers Commercial Invoices 2. One Original copy of Supplier’s Warranty Certificate, 3. One copy of the Suppliers Certificate of Origin covering items supplied 4. One original and two copies of the Packing lists related to the Supplier’s invoice(s) 5. One Original copy of Pre-Shipment Inspection Certificate issued by Supplier’s nominated independent inspection company at suppliers premises.(where applicable) 6. One original and two copies of the certified receipts at CMST warehouse, at the final destination |
| GCC 13.1 | Inspection and tests   * + - 1. Pre-shipment inspection by Supplier’s nominated independent inspection company at suppliers premises.(where applicable) |
| GCC 15.1 | The price adjustment: Prices quoted shall be fixed for the entire period of the contract. |
| GCC 16.1 | Payment for Goods and Services supplied from within the Procuring Entity’s country:  Payment for Goods and Services supplied from within the Procuring Entity’s country shall be made in Malawi Kwacha*,* as follows:   1. On Acceptance: One Hundred Percent (100%) percent of the value of each batch of Goods received shall be paid within forty (45) days of receipt of the Goods upon submission of the documents stated in GGC 12.1. The invoice (showing Procuring Entity’s name; the Contract number, description of payment and total amount, signed in original, stamped or sealed with the company stamp /seal) and supported by the Acceptance Certificate issued by the Procuring Entity. |
| GCC 16.4 | The currency for payments shall be Malawi Kwacha. |
| GCC 18.1 | The amount of the Performance Security shall be: Supplier shall furnish the Procuring Entity with a Bank Performance Guarantee of 10% of the total bid price from a reputable bank and acceptable to the Procuring Entity.  The currency shall be: Malawi Kwacha |
| GCC 18.3 | The types of acceptable Performance Securities are:   1. Bank Guarantee 2. Bank Certified Cheque |
| GCC 18.4 | Discharge of Performance Security shall take place: 28 days (Twenty eight days) upon completion of the Supplier’s obligations under the contract |
| GCC 22.2 | The packing, marking and documentation within and outside the packages shall be:  **The Chief Executive Officer, Central Medical Stores Trust, Private Bag 55, Mzimba Street, Lilongwe, Malawi;**  **Contract No.CMST/G/MMS/020/000570.**  The Medical Supplies shall be packed and loaded into Cargo Ship/Trucks sufficiently to withstand rough handling,exposure to extreme temperatures, salt and precipitation and open storage.  They must be strongly packed and sealed to avoid damage while in transit. The sizes and weights of each package shall take into account the remoteness of the final destination for the Medicines and Medical Supplies and the absence of heavy handling facilities at all points in transit. |
| GCC 23.1 | The insurance coverage shall be: under DDP, is the responsibility of the supplier |
| GCC 24.1 | Responsibility for transportation of the Goods shall be with the Supplier to point of delivery (in accordance with the Incoterms specified in the Schedule of Supply). |
| GCC 25 | Local Inspection.  Upon receipt of the Goods at place of final destination, the Purchaser’s representative shall inspect the Goods or part of the Goods to ensure that they conform to the condition of the Contract and advise the Purchaser that the Goods were received in apparent good order. The Purchaser will issue an Acceptance Certificate to the Supplier in respect of such Goods (or part of Goods). The Acceptance Certificate shall be issued within ten (10) days of receipt of the Goods or part of Goods at place of final destination. |
| GCC 27.1 | The maximum total percentage for liquidated damages shall be at the rate of one-half percent (0.5%) of the contract price per week for undelivered Mecical Supplies, and the maximum shall not exceed ten percent (10%) of the contract price. |
| GCC 28.3 | The period of validity of the Warranty shall be: **Medical Supplies should have not less than 80% shelf life remaining at the time of delivery** |
| GCC 28.5 | The replacement period will be: within **Thirty (30) days.** |

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| Section 9: Contract Forms |

Table of Forms

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Agreement

THIS AGREEMENT made the DD day of MM 2020, between Central Medical Stores Trust, Private Bag 55, Lilongwe, Malawi (hereinafter called “the Procuring Entity) of the one part, and ……………………………. of ………………………… (hereinafter called “the Supplier”), of the other part:

WHEREAS the Procuring Entity invited bids for certain Pharmacuetical Products and Other Health Commodities and has accepted a Bid by the Supplier for the supply of such requirements in indefinite quantities via subsequent Purchase Orders during the financial period 2020-2021 in the sum of MK (Malawi Kwacha) [in words]. (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

(a) the General Conditions of Contract;

(b) the Special Conditions of Contract;

(c) the Schedule of Requirements;

(e) the Bid Submission Sheet and the Price Schedules submitted by the Supplier; and

(f) the Procuring Entity’s Notification to the Supplier of award of Contract.

3. In consideration of the payments to be made by the Procuring Entity to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Malawi on the day, month and year indicated above.

|  |  |
| --- | --- |
| Name [insert complete name of person signing the Bid] | In the capacity of [insert legal capacity of person signing the Bid]. |
|  | Signed [insert signature of person whose name and capacity are shown above |
| Duly authorised to sign the bid for and on behalf of [insert complete name of Bidder]. | |
| Dated on …….. day of ………………………….., 2021  [insert date of signing | |

Performance Security

Date: DD MM YYYY

Procurement Reference Number: **CMST/G/MMS/020/000570**

To: Central Medical Stores Trust

Private Bag 55

Mzimba Street, Lilongwe, Malawi.

WHEREAS ………………………………… (hereinafter called “the Supplier”) has undertaken, pursuant to Contract No. **CMST/G/MMS/020/000570** dated ………, ………………… 2020 to supply Pharmaceutical Products and Other Health Commodities (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a security of MK……………….. issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS the undersigned ………………………………………, legally domiciled in ……………………… ……………………………., (hereinafter “the Guarantor”*)*, have agreed to give the Supplier a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of …………………………………………… and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of ………. ………… as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the ……….. day of ………………, 20….

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No 458.

Name …………………….. In the capacity of ………………………

Signed ……………………..

Duly authorised to sign the authorisation for and on behalf of ………………………….

Dated on ………………. day of …………………, 20……..

Advance Payment Security

Date: DD MM YYYY

Procurement Reference Number: **CMST/G/MMS/020/000570**

To: Central Medical Stores Trust

Private Bag 55

Mzimba Street, Lilongwe, Malawi.

In accordance with the payment provision included in the Contract, in relation to advance payments, to Messrs…………………………………………. (hereinafter called “the Supplier”) shall deposit with the Procuring Entity a security consisting of ……………….., to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of ………………………………………*.*

We, the undersigned ………………………………………………, legally domiciled in ………………………………………….. (hereinafter “the Guarantor”*)*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Procuring Entity on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding ………………………………………………….

This security shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until ………., ……………….. 20…...

Name ……………………… In the capacity of ………………………………………

Signed ……………………………………………

Duly authorised to sign the authorisation for and on behalf of ………………………

Dated on ………. day of ………………………..; 20……...