

N  
D  
S  
O



**NATIONAL DRUG SERVICE ORGANISATION**

P.O Box 1167  
Mafeteng 900  
Lesotho  
Tel: (266) 2221 5300  
Fax: (+266) 2270 1340  
Website: [www.ndso.co.ls](http://www.ndso.co.ls)

## STANDARD BIDDING DOCUMENTS

# TENDER FOR INSTALLATION, IMPLEMENTATION AND CONFUGURATION OF [FLEET TRACKER]

TENDER NO. [NDSO/FT/2021/10]

[07/10/2021]

## Table of Contents

<b>Section I. The Invitation for the Bids .....</b>	<b>4</b>
<b>Section II. Definitions of the terms with regard to the Instructions to the Bidders.....</b>	<b>7</b>
<b>Section III. Instructions to Bidders.....</b>	<b>9</b>
Table of Clauses.....	9
<b>Section IV. The Forms.....</b>	<b>31</b>
(a) The Bid Form.....	31
(b) Certificate of Bona Fide Bidding.....	32
<b>(c) The Bid Security Form ( Bank Guarantee).....</b>	<b>33</b>
Notes on the Bid Security Form.....	33
<b>Sample Contract .....</b>	<b>38</b>
<b>Section V- Conditions of Contract.....</b>	<b>38</b>
<b>(a) The General Conditions of the Contract.....</b>	<b>38</b>
1. General Provisions.....	38
1.1 Definitions .....	38
1.2 Applicable Law.....	40
1.3 Language.....	40
1.4 Notices .....	40
1.5 Location .....	40
1.6 Authorized Representatives .....	40
1.7 Inspection and Audit by the Purchaser.....	40
1.8 Taxes and Duties.....	40
2. Commencement, Completion, Modification, and Termination of Contract.....	41
2.1 Effectiveness of Contract.....	41
2.3 Intended Completion Date .....	41
2.4 Modification.....	41
2.5 Force Majeure .....	41
2.6 Termination.....	42
3. Obligations of the Service Provider .....	44
3.1 General.....	44
3.3 Confidentiality .....	45
3.4 Insurance to be Taken Out by the Service Providers .....	45
3.5 Service Providers' Actions Requiring Purchaser's Prior Approval .....	45
3.6 Meetings and Reporting Obligations .....	46
3.7 Documents Prepared by the Service Providers to Be the Property of the Purchaser .....	46
3.8 Liquidated Damages .....	46
3.9 Performance Security.....	47
4. Service Provider's Personnel .....	47
4.1 Description of Personnel.....	47
4.2 Removal and/or Replacement of Personnel .....	47
4.3 Distinction of Personnel .....	48

5. Obligations of the Purchaser .....	48
5.1 Assistance and Exemptions.....	48
5.2 Change in the Applicable Law .....	48
5.3 Services and Facilities.....	48
6. Payments to the Service Provider .....	48
6.1 Lump-Sum Remuneration.....	48
6.2 Contract Price .....	49
6.3 Payment for Additional Services .....	49
6.4 Terms and Conditions of Payment.....	49
6.5 Interest on Delayed Payments.....	49
6.6 Price Adjustment .....	49
6.7 Dayworks.....	50
7. Quality Control .....	51
7.1 Identifying Defects .....	51
7.2 Correction of Defects, and .....	51
8. Settlement of Disputes .....	51
8.1 Amicable Settlement .....	51
8.2 Dispute Settlement .....	51
<b>(b) The Special Conditions of the Contract .....</b>	<b>53</b>
(a) The Letter of Acceptance.....	56
(b) The Form of Contract.....	57
<b>Section VII —The Schedule of Requirements.....</b>	<b>59</b>
1. Safety and Security : .....	59
2. Driver Behaviour and Tagging: .....	59
3. Productivity.....	59
4. Operational Control .....	59
5. Asset Management.....	59
<b>Section VIII —Price Schedule. ....</b>	<b>61</b>
1. Preliminary Information.....	61
2. The determination of the Pricing for the Services Required.....	61
2. The Pricing Form .....	61

## Section I. The Invitation for the Bids

### INVITATION FOR THE BIDS (IFB)

IFB No.: [NDSO/FT/2021/10]

The information contained within The Invitation for the Bids is only a summary of the details within the Instructions to the Bidders (I.T.B). In preparing the Bids, the Bidders must make sure that they have a full understanding of the details as contained within the Instructions to the Bidders and the other relevant Bidding documents. In case of the discrepancies between the information on the Invitation Letter and the other tender documents ( The Instructions to the Bidders, the Bid Data Sheet and other) the information that appears on the other tender documents shall prevail.

#### INSTALLATION, IMPLEMENTATION AND CONFIGURATION OF FLEET TRACKER TO THE NATIONAL DRUG SERVICE ORGANISATION.

1. The National Drug Service Organization (NDSO) is the Central Medical Store for the Ministry of Health. It is mandated to **procure, store** and **distribute** Medicines, Medical Supplies and Laboratory Consumables for the Health Institutions in Lesotho. NDSO is legally gazetted through the Legal Notice Supplement No.4 to Gazette No.19 of the 2<sup>nd</sup> March 2007.
2. NDSO invites sealed bids from eligible bidders for the [**Installation, Implementation and Configuration of Fleet Tracker**] to the National Drug Service Organization as indicated on the Schedule of Requirements of this Bidding Document.
3. The Service Providers are further invited to indicate additional benefits, if any, that the Service Provider can offer over and above the Services indicated in the Schedule of Requirements.
4. The Service Providers are further invited to submit the control measures that can be used by NDSO in an effort to mitigate against the misuse of the Services that shall be provided by the Service Provider(s) if appointed.
5. Qualifications requirements for award include amongst others: **(a) business experience of not less than five years in similar jobs, (b) successful completion of similar contracts in the past five years**. The margin of preference for the local Service Providers shall be applied in accordance with the requirements of Clause 12 of the Government of Lesotho Public Procurement (Amendment) Regulations, 2018 during the evaluation. Additional details are provided in the Bidding Documents.
6. Bidding shall be conducted through the Limited competitive tendering procedures based on the current Public Procurement (Amendment) Regulations 2018 of Lesotho.

7. It is expected that Bidders shall be notified about the outcome of the tender on or before [ **24<sup>th</sup> December, 2021**].
8. Interested eligible bidders may obtain further information from and inspect the bidding documents at:
- The NDSO Tender Panel  
National Drug Service Organization  
Main South One Road  
Mafeteng 900  
Lesotho  
Email address: [tenders@ndso.org.ls](mailto:tenders@ndso.org.ls)  
Telephone: +266 222 15 300  
Fax: +266 227 01 385/340
9. A complete set of bidding documents in English may be purchased by interested Bidders upon payment of a non-refundable fee of **Nine Hundred Lesotho Maloti (LSL900.00)** (which is equivalent to South African Rand). The method of payment shall be cash, Bank certified cheque, or telegraphic transfer to the bank account details below with all bank charges to the account of the Bidder. Proof of purchase of bidding documents shall be required for participation in the tender.
10. Account details for payment for bidding documents:
- Account number: 9080001845574  
Account name: National Drug Service Organization  
Bank name: Standard Lesotho Bank  
Branch name: Mafeteng Branch  
Branch code: 060667  
Swift Code: SBICLSMX
11. **It is mandatory for the bidders to submit:**
- (a) the bid form,
  - (b) bona fide certificate for bidding
  - (c) bid security (these documents must be filled according to the Forms Provided In section IV-The Forms)
  - (d) tax clearance certificates (a certified copy of the Original document from the Lesotho Revenue Authority)
  - (e) Trader's licence from the Ministry of Trade and Industry ( A certified copy of the Original document issued by the Ministry of Trade and Industry and/or any other relevant regulatory or statutory body).
- Non-compliance with this requirement **shall invalidate** their bids.
12. The Bids must be delivered to the address below at or before **1400 hours on[26<sup>th</sup> November, 2021]**. All the bids must be accompanied by the Bid Security of [ **LSL10,000.00 (Ten Thousand Lesotho Loti Only)** ]. The Bid Security must be in form of

a Bank Guarantee issued by a reputable bank agreeable to NDSO. Late bids shall be rejected. Bids shall be opened in the presence of the bidders' representatives, who choose to attend at the address below at **1430 hours on [the 26<sup>th</sup> November, 2021]** at the address given below:

The NDSO Tender Panel  
National Drug Service Organization  
Main South One Road  
Mafeteng 900  
Lesotho

M.G. Sefali (Mr)  
**Chairperson**  
The NDSO Tender Panel

## **Section II. Definitions of the terms with regard to the Instructions to the Bidders.**

a) "Contract" refers to the agreement that will be signed by and between the NDSO and the successful Bidder, all the attached documents thereto, including the General Terms and Conditions (GTC).

b) "Country" refers to the country indicated in the Bid Data Sheet.

c) "Bid Data Sheet" refers to such part of the Instructions to the Bidders used to reflect conditions of the tendering process that are specific for the requirements of the tender documents.

d) "Day" refers to calendar day.

e) "Government" refers to the Government of the Kingdom of Lesotho.

f) "Instructions to the Bidders" (Section III of the Bidding Documents) refers to the complete set of documents which provides Bidders with all information needed and procedures to be followed in the course of preparing their Bids

g) "LOI" (Section I of the Bidding Documents) refers to the Letter of Invitation being sent by Purchaser to the Bidders.

h) "Bid(s)" refers to the Bidder's response to the tender, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the tender.

i) "Bidder" refers to any legal entity that may submit, or has submitted, a Bid for the provision of services requested by Purchaser.

j) "Tender" refers to the Request for the bids consisting of instructions and references prepared by Purchaser for purposes of selecting the best service provider to perform the services described in the Terms of Reference.

k) "Schedule of Requirements" refers to the entire scope of tasks and deliverables requested by Purchaser under the Tender.

l) "SLA" is a Service Level Agreement which lists services and minimum quality/quantity being met by the Provider is providing claims and other services to the Purchaser. The bidders is to provide their SLA covering claims processing (average and minimum turnaround time on processing claims, maximum time for open claims, error rates on procedures and financial accuracy), reporting (timing of reports to Purchaser's management

with analysis), responsiveness to Purchaser requests for information, and Network (action time to include providers who are not in Bidders network for direct payment and for discounts).

m) "Amendment to the tender" refers to a written communication issued by Purchaser to the Bidders containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the Bids, before the deadline for the submission of Proposals.

n) "Terms of Reference" (TOR) refers to the document included in Bids as Section III which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful Bidders.



## Section III. Instructions to Bidders

### Table of Clauses

<b>A. General</b> .....	<b>11</b>
1. Scope of the Bids.....	11
2. Source of Funds.....	11
3. Eligibility of the Bidders .....	11
4. Qualification of the Bidders .....	12
5. Number of Bids per Bidder .....	13
6. Cost of Bidding .....	13
7. Site Visit.....	13
<b>B. The Bidding Documents</b> .....	<b>14</b>
8. Content of the Bidding Documents .....	14
9. Clarification of the Bidding Documents .....	14
10. Amendment of the Bidding Documents .....	14
<b>C. Preparation of the Bids</b> .....	<b>15</b>
11. Language of the Bid .....	15
12. Documents Comprising the Bid .....	15
13. Bid Prices.....	16
14. Currencies of the Bid and Payment .....	17
15. Bid Validity .....	17
16. The Bid Security .....	17
17. Alternative Bids by the Bidders.....	18
18. Format and Signing of the Bids.....	19
<b>D. Submission of the Bids</b> .....	<b>19</b>
19. Sealing and Marking of the Bids .....	19
20. Deadline for Submission of the Bids .....	20
21. Late Bids.....	20
22. Modification and Withdrawal of the Bids.....	20
<b>E. Bid Opening and Evaluation</b> .....	<b>21</b>
23. Bid Opening.....	21
24. Process to Be Confidential .....	21
25. Clarification of Bids .....	22
26. Examination of the Bids and Determination of Responsiveness.....	22
27. Correction of Errors .....	22
28. Currency for Bid Evaluation .....	23
29. Evaluation and Comparison of the Bids.....	23
30. Preference for Domestic Bidders.....	24

---

**F. Award of Contract .....24**

- 31. Award Criteria .....24
- 32. Purchaser’s Right to Accept any Bid and to Reject any or all Bids .....24
- 33. Notification of Award and Signing of Agreement.....24
- 34. Performance Security .....25
- 35. Advance Payment and Security .....25
- 36. Arbitrator .....25
- 37. Corrupt or Fraudulent Practices .....25

**G. Bid Data Sheet.....29**

- 3.2 Conflict of Interests.....44

## Instructions to the Bidders

### A. General

- 1. Scope of the Bids**
  - 1.1 The Purchaser, as defined in the **Bid Data Sheet**, invites bids for the Services, as described in the **Schedule of Requirements** of this Bidding Documents. The name and identification number of the Contract is provided in the **Bid Data Sheet**.
  - 1.2 The successful Bidder shall be expected to complete the performance of the Services by the Intended Completion Date provided in the **Bid Data Sheet**.
  - 1.3 NDSO solicits the Bids in response to this tender. The Bidders must strictly adhere to all the requirements of these tender documents. No changes, substitutions or other alterations to the provisions stipulated in this tender documents shall be accepted unless approved in writing by NDSO. However, whilst fully complying with the tender documents, the Bidders are encouraged to provide any suggestions and solutions that may achieve a more cost-effective and value-for-money approach to fulfilling the requirements of NDSO.
  - 1.4 The submission of a the Bids shall be deemed to constitute an acknowledgement by the Bidder that all the obligations stipulated in the tender documents shall be met and unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this tender.
  - 1.5 Any bid(s) submitted shall be regarded as an offer by the Bidder and not as an acceptance of an offer of the Bid(s) by NDSO. The Bid(s) shall not commit NDSO to award a contract.
- 2. Source of Funds**
  - 2.1 The Source of the Funds shall be as indicated in the **Bid Data Sheet**.
- 3. Eligibility of the Bidders**
  - 3.1 This invitations is only limited to the Institutions/Persons as indicated in the **Bid Data Sheet**.
  - 3.2 All the Bidders shall fill, as provided for in **Section IV- The Forms**, (a) the Bid Form, (b) the Proof of registration with the **Relevant Regulatory Authority** and any other forms as indicated in the **Bids Data Sheet**.
  - 3.3 The Bidders shall not be under a declaration of ineligibility for

- corrupt and fraudulent practices in accordance with ITB clause 37.1.
- 4. Qualification of the Bidders**
- 4.1 All the bidders shall fill, as provided for in **Section IV-The Forms**, **(a)** The Bid Form and **(b)** The Certificate of Bona Fide Tenderer. The Bidders must also provide the preliminary description of the proposed work method, Informed by the requirements of the Purchaser as per the **Schedule of Requirements**.
- 4.2 All the bidders shall include the following information and fill the relevant documents with their bids, as provided for in Section IV plus additional information, if any, stated in the **Bid Data Sheet**:
- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
  - (b) total monetary value of Similar Services performed for each of the last five years;
  - (c) experience in Services of a similar nature and size for each of the last five years, and details of Services underway or contractually committed; and name, addresses and telephone/mobile phones and email contacts of clients who may be contacted for further information on those contracts;
  - (d) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past two years;
  - (e) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
  - (f) authority to the Purchaser to seek references from the Bidder's bankers;
  - (g) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
  - (h) proposals, if any, for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.
- 4.3 Bids submitted by the joint venture, the Consortium or the

Association of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **Bid Data Sheet**:

- (a) the Bid shall include all the information listed in Sub-Clause 4.2 above for each of the Joint Venture, the Consortium or the Association partner;
- (b) the Bid shall be signed so as to be legally binding on all the partners;
- (c) the Bid shall include a copy of the agreement entered into by the Joint Venture, the Consortium or the Association partners defining the division of assignments to each partner and establishing that all the partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a Joint Venture, the Consortium or the Association agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;
- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the Joint venture, the Consortium or the Association; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

5. **Number of Bids per Bidder** 5.1 Bidders can submit one Bid for each lot or for all lots either individually or as partners in the Joint Venture, the Consortium or the Association, unless otherwise stated in the **Bids Data Sheet**.
6. **Cost of Bidding** 6.1 The Bidder(s) shall bear any and all the costs related to the preparation and/or submission of their Bids, regardless of whether their Bids were selected or not. The Purchaser shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the process.
7. **Site Visit** 7.1 The Bidder, at the Bidder's own responsibility and risk, **must** visit and examine the Sites of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the

Services. The costs of visiting the Site shall be at the Bidder's own expense. **The site visit is mandatory.**

## **B. The Bidding Documents**

- 8. Content of the Bidding Documents**
- 8.1 The set of the bidding documents shall comprises the documents listed in the table below and addenda issued in accordance with Clause 10:
- Section
- I. The Invitation Letter.
  - II. Definition of the Terms with regard to the Instructions to the Bidders.
  - III. The Instructions to the Bidders.
  - IV. The Forms.
  - V. The General and Special Conditions of Contract.
  - VI. The Contract Forms.
  - VII. The Schedule of Requirements.The Pricing Schedule.
- 8.2 The Bidders are expected to examine all the instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect shall be at the Bidder's risk and may result in the rejection of its bid. Sections IV and VIII should be completed and returned with the Bid in the number of copies specified in the **Bid Data Sheet.**
- 9. Clarification of the Bidding Documents**
- 9.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by cable ("cable" includes telex, email and facsimile) at the Purchaser's address indicated in the invitation to bid. The Purchaser shall respond to any request for clarification received earlier than 14 days prior to the deadline for submission of the bids. Copies of the Purchaser's response shall be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.
- 10. Amendment of the Bidding Documents**
- 10.1 Before the deadline for submission of the bids, the Purchaser may modify the bidding documents by issuing addenda.
- 10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Purchaser.

- 10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser shall extend, as necessary, the deadline for submission of the bids, in accordance with Sub-Clause 20.2 below.

### C. Preparation of the Bids

#### 11. Language of the Bid

- 11.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in the language specified in the **Bid Data Sheet**. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the **Bid Data Sheet**, in which case, for purposes of interpretation of the Bid, the translation shall govern.

#### 12. Documents Comprising the Bid

##### 12.1 The Bid Form.

The Bidders shall submit the Bid Form using the form furnished in **Section IV-The Forms** of the tender documents.

##### 12.2 The Technical Proposal Format and Content.

Unless otherwise stated in the **Bid Data Sheet**, the Bidders shall structure the Technical Proposal as follows:

- 12.2.1 **Expertise of Firm/Organization** – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and ongoing, both domestic and international) which are related or similar in nature to the requirements in the **Schedule of Requirements**.

- 12.2.2 **Proposed Methodology, Approach and Implementation Plan** – this section should demonstrate the Bidder's response to the Schedule of Requirements by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted (if any); and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the

approach to the **Schedule of Requirements**. This methodology must be laid out in an implementation timetable that is within the duration of the contract.

**12.2.3 Management Structure and Key Personnel** – This section

should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation, clearly defining the roles and responsibilities of the key Personnel who shall oversee the Services on the daily basis.

In complying with this section, the Bidder(s) assures and confirms to the Purchaser that the personnel being nominated is available for the Contract. If any of the key personnel later becomes unavailable, the Contractor shall recommend the replacement (s) to the Purchaser.

**12.2.4 Other Information as may be relevant to the Proposal.**

The Technical Proposal shall not include any financial information. A Technical Proposal containing any form of financial information that could lead to the determination of the price offer may be declared non-compliant and shall be rejected.

**12.3 The Financial Proposal/The Pricing Schedule.**

The Financial Proposal/ the Pricing Schedule shall be prepared using the attached

**Pricing Schedule form-Section VIII**. All the outputs and activities described in the **Schedule of Requirements** must be priced. Any output and activities described in the **Schedule of Requirements** but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

**13. Bid Prices**

13.1 The Bids shall be for the Services, as described in the **Schedule of Requirements** and the prices shall be filled according to the **Pricing Schedule Forms** as indicated in **Section VIII** of these tender documents.

13.2 The Bidder shall fill in the rates and prices for all the items of the Services described in the **Schedule of Requirements**. The Items for which no rate or price is entered by the Bidder shall not be paid for by the Purchaser when executed and shall be deemed covered by the other rates and prices in the **Pricing Schedule Form**.



- 13.3 All the duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, shall be included in the Total Bid price submitted by the Bidder.
- 13.4 If provided for in the **Bid Data Sheet**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of **Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract**. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 13.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder along with the Bids.
- 14. Currencies of the Bid and Payment**
- 14.1 The price (s) shall be quoted by the Bidder in the currencies indicated in the **Bid Data Sheet**.
- 14.2 The Purchaser shall process the monthly Payments as shall be indicated on the contract that shall be entered in to between the Purchaser and the Contractor.
- 14.3 The Purchaser, on processing of the payment to the Service Provider appointed for the services being tendered shall “withhold tax on the payment to the Contractor at the rate of 5% of the gross amount of the payment”. This shall be payed to the Lesotho Revenue Authority (LRA) as Source Tax as per the Income Tax Act 1993 Section (157) subsection (1).
- 15. Bid Validity**
- 15.1 The Bids shall remain valid for the period specified in the **Bid Data Sheet**, commencing on the Bids submission deadline date also indicated in the **Bids Data Sheet**. A Bid Valid for a shorter period shall be immediately rejected by the Purchaser and rendered non-responsive.
- 15.2 In exceptional circumstances, the Purchaser may request that the bidders extend the period of validity for a specified additional period. The request and the bidders’ responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request shall not be required or permitted to otherwise modify the Bid, but shall be required to extend the validity of the Bid Security for the period of the extension, and in compliance with Clause 16 in all respects.
- 16. The Bid**
- 16.1 The Bidder shall furnish, as part of the Bid, a Bid Security in local

**Security**

currency in the amount specified in the **Bid Data Sheet**.

- 16.2 The bid security shall be denominated in the currency of the bid and shall be in accordance with the **Bid Security Form** included in **Section IV-The Forms** or another form acceptable to the Purchaser, and shall be in one of the following forms:
- (a) a bank guarantee or a bank cheque issued by a reputable bank located in the Purchaser's country and valid for thirty (30) days beyond the validity of the bid; or
  - (b) a cashier's or certified check.
- 16.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Purchaser. The Bid Security of The Joint Venture, the Consortium or the Association must define as "bidder" all Joint Venture, the Consortium and the Association partners and list them in the following manner: The Joint Venture, the Consortium or the Association consisting of "\_\_\_\_\_", "\_\_\_\_\_" and "\_\_\_\_\_".
- 16.4 The Bid Security of unsuccessful bidders shall be returned within 30 days of the end of the Bid validity period specified in Sub-Clause 15.1.
- 16.5 The Bid Security of the successful Bidder shall be discharged when the Bidder has signed the Service Level Agreement or the Contract and furnished the required Performance Security.
- 16.6 The Bid Security may be forfeited
- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
  - (b) if the Bidder does not accept the correction of the Bid price, pursuant to Clause 27; or
  - (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
    - (i) sign the Contract; or
    - (ii) furnish the required Performance Security.

**17. Alternative Bids by the Bidders**

- 17.1 Bidders shall submit offers that comply with the requirements of the bidding documents, as indicated in the Section III of these tender documents. Alternatives shall not be considered, unless specifically allowed in the **Bid Data Sheet**. If so allowed, Sub-Clause 17.2 shall govern.

17.2 If so allowed in the **Bid Data Sheet**, the bidder(s) wishing to offer technical alternatives to the requirements of the bidding documents must also submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Purchaser, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Purchaser. Alternatives to the specified performance levels shall not be accepted.

**18. Format and  
Signing of the  
Bids**

18.1 The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 12 of these Instructions to the Bidders, bound with the volume containing the Bid Form, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number specified in the **Bid Data Sheet**, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.

18.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 4.2(a) or 4.3(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

18.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Purchaser, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

**D. Submission of the Bids**

**19. Sealing and  
Marking of the  
Bids**

19.1 The Bidder shall seal the original and all the copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES".

19.2 The inner and outer envelopes shall

(a) be addressed to the Purchaser at the address provided in the **Bid Data Sheet**;

(b) bear the name and identification number of the Tender

Number as defined in the **Bid Data Sheet** and Special Conditions of Contract; and

- (c) provide a warning not to open before the specified time and date for Bid opening as defined in the **Bid Data Sheet**.

19.3 In addition to the identification required in Sub-Clause 19.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to Clause 21.

19.4 The **Pricing Schedule** and the **Technical Proposal** Envelopes MUST BE COMPLETELY SEPARATED and each of them must be submitted sealed individually and clearly marked on the outside as either "**TECHNICAL PROPOSAL**" or "**The PRICING SCHEDULE**", as appropriate. **If the Technical and the Pricing Schedule are not separated, the Bid(s) will be rejected.** Each envelope MUST also bear the name of the Bidder

19.5 If the outer envelope is not sealed and marked as above, the Purchaser shall assume no responsibility for the misplacement or premature opening of the Bid.

**20. Deadline for Submission of the Bids**

20.1 The Bids shall be delivered to the Purchaser at the address specified above (**Clause 19.2(a)**) no later than the time and date specified above (**clause 19.2(c)**).

20.2 The Purchaser may extend the deadline for submission of the bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Purchaser and the bidders previously subject to the original deadline shall then be subject to the new deadline.

**21. Late Bids**

21.1 Any Bid received by the Purchaser after the deadline prescribed in Clause 20 shall be returned unopened to the Bidder.

**22. Modification and Withdrawal of the Bids**

22.1 The Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 20.

22.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 18 and 19, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.

22.3 No Bid may be modified after the deadline for submission of the Bids.

22.4 Withdrawal of the Bids between the deadline for submission of the bids and the expiration of the period of Bids validity specified in the **Bid Data Sheet** or as extended pursuant to Sub-

Clause 15.2 may result in the forfeiture of the Bid Security pursuant to Clause 16.

22.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

### **E. Bid Opening and Evaluation**

#### **23. Bid Opening**

23.1 The Purchaser shall open the bids, including modifications made pursuant to Clause 22, in the presence of the bidders' representatives who choose to attend at the time and in the place specified in the **Bid Data Sheet**.

23.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 22 shall not be opened.

23.3 The bidders' names, the availability of the Pricing Schedule, the Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Purchaser may consider appropriate, shall be announced by the Purchaser at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to clause 21; Bids, and modifications, sent pursuant to clause 22 that are not opened and read out at bid opening shall not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids shall be returned unopened to the bidders.

23.4 The Purchaser shall prepare the minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 23.3.

#### **24. Process to Be Confidential**

24.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder is notified of the award. Any effort by a Bidder to influence the Purchaser's processing of the bids or award decisions may result in the rejection of the Bid.

24.2 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 Purchaser, who shall provide a written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors shall not be addressed.

- 25. Clarification of Bids**
- 25.1 To assist in the examination, evaluation, and comparison of the bids, the Purchaser may, at the Purchaser's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Pricing Schedule, and other information that the Purchaser may require. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bids in accordance with Clause 27.
- 25.2 Subject to clause 25.1, no bidder shall contact the Purchaser on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser, he should do so in writing.
- 25.3 Any effort by the Bidder to influence the Purchaser in the Purchaser's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.
- 26. Examination of the Bids and Determination of Responsiveness**
- 26.1 Prior to the detailed evaluation of the bids, the Purchaser shall determine whether each Bid (a) meets the qualification criteria defined in Clause 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.
- 26.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Purchaser's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 26.3 If a Bid is not substantially responsive, it shall be rejected by the Purchaser, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 27. Correction of Errors**
- 27.1 The Bids determined to be substantially responsive shall be checked by the Purchaser for any arithmetic errors. Arithmetical errors shall be rectified by the Purchaser on the following basis: if there is a discrepancy between unit prices

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; if there is a discrepancy between the amounts in figures and in words, the amount in words shall prevail.

27.2 The amount stated in the Bid shall be adjusted by the Purchaser in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid shall be rejected, and the Bid Security may be forfeited in accordance with Sub-Clause 16.6(b).

**28. Currency for Bid Evaluation**

28.1 The Bidder shall quote in the Purchaser's currency which is Maloti.

**29. Evaluation and Comparison of the Bids**

29.1 The Purchaser shall evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 26.

29.2 In evaluating the bids, the Purchaser shall determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

- (a) making any correction for errors pursuant to Clause 27;
- (b) excluding provisional sums and the provision, if any, for contingencies in the Pricing Schedule, but including Day work, when requested in the **Schedule of Requirements**;
- (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with Clause 17; and
- (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 22.5.

29.3 The Purchaser reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Purchaser shall not be taken into account in Bid evaluation.

29.4 The estimated effect of any price adjustment conditions under Clause 6.6 of the Conditions of Contract, during the period of implementation of the Contract, shall not be taken into account in Bid evaluation.

29.5 At the Purchaser's discretion an alternative Bid(s) Evaluation

and comparison, if any, shall be indicated in the **Bid Data Sheet** and shall be used as a replacement to the Bid(s) Evaluation and comparison described in clause 29.2 through to clause 29.4 above

- 30. Preference for Domestic Bidders** 30.1 The margin of preference, if applicable, shall be applied for the Domestic Bidders during the Bids Evaluation and Comparison.

## **F. Award of Contract**

- 31. Award Criteria** 31.1 Subject to Clause 32, the Purchaser shall award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3, and (b) qualified in accordance with the provisions of Clause 4.

- 32. Purchaser's Right to Accept any Bid and to Reject any or all Bids** 32.1 Notwithstanding Clause 31, the Purchaser reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all the bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

- 33. Notification of Award and Signing of Agreement** 33.1 The Bidder whose Bid has been accepted shall be notified of the award by the Purchaser prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter from the Purchaser. This letter (hereinafter and in the Conditions of Contract called the "**Award Notification**") shall state the sum that the Purchaser shall pay the Service provider in consideration of the execution, completion, and maintenance of the Services by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

- 33.2 The notification of award shall constitute the formation of the Contract.

- 33.3 The Contract, in the form provided in the bidding documents, shall incorporate all agreements between the Purchaser and the successful Bidder. It shall be signed by the Purchaser and sent to the successful Bidder along with the **Award Notification**. Within 21 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Purchaser, together



with the required performance security pursuant to Clause 34.

33.4 Upon fulfillment of Sub-Clause 33.3, the Purchaser shall promptly notify the unsuccessful bidders the name of the winning bidder and that their bid security shall be returned as promptly as possible.

33.5 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 Purchaser. The Purchaser shall promptly respond in writing to the unsuccessful bidder.

#### **34. Performance Security**

34.1 Within 21 days after receipt of the Award Notification, the successful Bidder shall deliver to the Purchaser a Performance Security in the amount and in the form (Bank Guarantee) stipulated in the **Bid Data Sheet**, denominated in the currency stated in the Award Notification and in accordance with the General Conditions of Contract.

34.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a bank located in the country of the Purchaser or a foreign bank through a correspondent bank located in the country of the Purchaser, or (b) with the agreement of the Purchaser directly by a foreign bank acceptable to the Purchaser.

34.3 If the Performance Security is to be provided by the successful Bidder in the form of a Bond, it shall be issued by a surety which the Bidder has determined to be acceptable to the Purchaser.

34.4 Failure of the successful Bidder to comply with the requirements of Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

#### **35. Advance Payment and Security**

35.1 The Purchaser, if allowed and indicated in the **Bid Data Sheet**, shall provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount stated in the **Bid Data Sheet**.

#### **36. Arbitrator**

36.1 The Arbitrator, if approved, and indicated in the **Bid Data Sheet**, shall be appointed by the Purchaser.

#### **37. Corrupt or Fraudulent Practices**

37.1 The Purchaser requires that the Bidders or the Suppliers or the Contractors or the Sub-Contractors observe the highest standard of ethics during the procurement and execution of its contracts. In pursuance of this policy:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- (b) shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) shall declare the Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a the Purchaser’s or GOL-financed contract if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the Purchaser’s or GOL-financed contract.

37.2 Furthermore, Bidders shall be aware of the provision stated in Clauses 1.7 and 2.6.1 of the General Conditions of Contract.

**38. Bids Submission Checklist .**

This section of the Bidding Documents is intended to Assist the Bidders to Prepare Responsive Bids. The Bidders Must read and understand all the Clauses of the Instructions To the Bidders along with the Bid Data Sheet. This bids submission simply GUIDES the Bidder(s) to make sure that ALL the relevant Documents are submitted to make a Responsive Bid(s) Submission.

<b>Documents</b>	<b>Instructions to the Bidders (ITB)/ Bidding Documents</b>	<b>Clauses within the Bids Data Sheet (BDS)</b>
The Bid Form	Section IV- The Forms	Not in BDS
Certificate of Bona Fide Bidding	Section IV-The Forms	Not in BDS
The Pricing Schedule	Section IV-The Forms	Not in BDS
Proof of Registration with the Ministry of Trade and Industry, and Board of Healthcare Funders in Southern Africa, and or any other relevant regulatory or statutory body	Clause 3.2- Eligibility	Not in BDS
Documents Listed in ITB 4.2	ITB 4.2- Qualification of the Bidders	4. BDS- Qualification of the Bidders
Documents Listed in 4.3(a)-4.3(e)	ITB 4.3- Joint Venture, the Consortium or the Association	4. BDS- Qualification of the Bidders
Technical Proposal Format and Content	ITB 12.2-12.3- The Documents Comprising the Bids	12. BDS- The Documents Comprising the Bids
Bid Security	ITB 16- The Bid Security	16. BDS- The Bid Security
Format & Signing of the Bids	ITB 18- Format and Signing of the Bids	18. BDS- Format and Signing of the Bids
Sealing & Marking of the Bids	ITB 19- Sealing and Marking of the Bids	19. BDS- Sealing and Marking of the Bids

**39. Evaluation Criteria.**

The Purchaser shall appoint the Evaluation Team that shall carry out a detailed evaluation of the bids using the Evaluation Criteria indicated on the Form labeled **Technical Evaluation Criteria**. The Technical Evaluation Criteria shall have the following scoring Criteria:

**39.1 Qualitative Evaluation.**

This sections shall be scored on a YES or NO Basis. The requirements whose status is declared Critical and highlighted red MAY results with the disqualification of the bid (s) if the Bidder failed to submit the required documents to the satisfaction of the Evaluation Team. The Evaluation Team will make a recommendation to the Tender Panel which shall make a final decision on the recommendation made by the Evaluation Team.

**39.2 Quantitative Evaluation.**

The Evaluation Team shall evaluate the Bidders submission on the basis of the information submitted by the Bidders as indicated on the Technical Evaluation Criteria. The relevant sections of the Bidding Documents that describe, in detail, what is required of the Bidders are indicated on the Technical Evaluation Criteria. This section, after evaluation, will contribute a maximum of **twenty Percentage (20%) Points** towards the final Evaluated Score. The financial Proposal or the **Pricing Schedule** shall be considered and opened only for the Bids that have been evaluated and scored fifty Percentage Points (50%) or above.

**39.3 Financial Evaluation**

The Financial Evaluation will contribute **Eighty Percentage (80%)points** towards the Final Evaluated Score.

**39.4 The Final Score Awarded to the Bidder.**

The final score awarded to the Bidders shall be a combination of the Quantitative Evaluation Score and the Financial Evaluation Score according to the formular:

$$\text{Final Score} = 0.2 [\text{Quantitative Evaluation Score}] + 0.8 [\text{Financial Evaluation Score}]$$

## G. Bid Data Sheet

### Instructions to Bidders Clauses Reference

1. Scope of the Bids	<p>1.1 The Purchaser is <b>National Drug Service Organisation</b></p> <p>The name and identification number of the Contract is <b>Installation, Implementation and Configuration of Fleet Tracker for the National Drug Service Organization, IFB No.:</b> [NDSO/FT/2021/10]</p> <p>1.2 The Intended Completion date is [ <b>31<sup>st</sup> March, 2023</b> ]</p>
2. Source of Funds	The Source of funds is the National Drug Service Organization.
3. Eligibility of the Bidders	<p>(a) The invitation is limited to the Bidders [With proof of registration in Lesotho having performed similar contract in the past 5 years ]</p> <p>(b) Any other forms that have to be filled by the Bidders are [N/A].</p>
4. Qualification of the Bidders.	<p>4.2 The additional information to be included by the Bidders, if any, is [N/A]</p> <p>4.3 The additional Requirements of the bids submitted by the Joint Venture, the Consortium or the Association are: [ N/A]</p>
5. The Number of the Bids per Bidder	1.1 The Number of the bids that can be submitted for this tender is [THE BIDDERS MUST SUBMIT ONLY ONE BID]
8. The Content of the Bidding Documents	8.2 The number of copies required is [TWO]
11. The language of the Bids	<p>11.1 The Bids must be written in: [ ENGLISH]</p> <p>The Documents that are not written in English must be accompanied by an accurate translation of the relevant passages in [ENGLISH]</p>
12. The Documents comprising the Bid.	12.2 Is a different Format for structuring the Technical Proposal acceptable? [NO, A DIFFERENT FORMAT IS NOT ACCEPTABLE]
13. The Bids Prices	13.4 Are the Rates and Prices adjustments during the Performance of the contract allowed? [ NO, PRICE ADJUSTMENTS SHALL NOT BE ALLOWED DURING THE PERFORMANCE OF THE CONTRACT]
14. Currencies of the Bid and Payment	<p>14.1 The currency to be used for bids Submission is [MALUTI]</p> <p>The Bids Must remain valid for [90 Days].</p>

- 15 The Bids Validity** The Bids Validity shall commence from [26<sup>th</sup> November, 2021 which is the deadline until 24<sup>th</sup> February, 2022]
- 16. The Bid Security** 16.1 The value/amount of the Bid Security is [ LSL10,000.00 (Ten Thousand Maloti Only)]
- 17. Alternative Bids by the Bidders.** 17.1 and 17.2 Are the alternative Bids allowed? [ NO]
- 18. Format and Signing of the Bids** 18.1 The number of copies of the Bids must be: [01 ]
- 19. Sealing and Marking of the Bids** 19.2 (a) & 23.1 The address for the Bids submission is:  
 The NDSO Tender Panel  
 National Drug Service Organization  
 Main South One Road  
 Mafeteng 900  
 Lesotho  
 Email address: [tenders@ndso.org.ls](mailto:tenders@ndso.org.ls)  
 Telephone: +266 222 15 300  
 Fax: +266 227 01 385/340
- 19.2 (b) The name and the identification number of the tender/contract is: [ TENDER FOR THE INSTALLATION, IMPLEMENTATION AND CONFIGURATION OF FLEET TRACKER TO THE NDSO TENDER NO:- NDSO/FT/2021/10]
- 19.2(c) & 23.1 The date and the time of the Bids Opening is [14HRS 30MINUTES ON THE 26<sup>th</sup> NOVEMBER, 2021]
- 29. Evaluation and Comparison of the Bids.** 29.5 Is there an alternative Bid(s) Evaluation and comparison method?[ NO].  
 If an alternative Bid(s) Evaluation and Comparison Method is acceptable, indicate the reference to the method: [ N/A]
- 34. Performance Security** 34.1 The amount/value of the Performance Security is: [LSL10,000.00 (Ten Thousand Maloti Only)]
- 35. Advance Payment and Security** 35.1 is the Advance Payment Security allowed? [ NO]  
 If the Advance Payment Security is allowed what is the Value? [N/A]
- 36. The Arbitrator** Is the Arbitrator approved for this tender? [No]

## Section IV. The Forms

### (a) The Bid Form

#### Notes on the Bid Form

The Bidder shall fill in and submit this Bid form with the Bid. Prices should be inclusive of VAT as well as other related costs.

*[insert the date]*

To: *[Insert the name and address of the Purchaser]*

Having examined the bidding documents including addendum, we offer to execute the *[name and identification number of Contract]* in accordance with the General Conditions of Contract, specifications, and The Pricing Schedule accompanying this Bid for the Contract Price of *[amount in numbers]*, *[amount in words]* *[name of currency]*.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the bidding documents and specified in the Bid Data Sheet.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

**(b) Certificate of Bona Fide Bidding**

IFB No.:

Due for Return by:.....(Date)

Subject: **Installation, Implentation and Configuration of Fleet Tracker to the National Drug Service Organisation.**

We hereby certify that the offer made in connection with the above tender is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any third party, with the exception of any information attached hereto, (see\* below).

In particular:

- a. the offered price has not been divulged to any person,
- b. no arrangement has been made with any person that he should refrain from tendering,
- c. no arrangement has been made with any person to the effect that we shall refrain from bidding on a future occasion,
- d. no discussion with any person has taken place concerning the details of either’s proposed price and
- e. no arrangement has been made with any person otherwise to limit genuine competition

We understand that any instances of illegal cartels or market sharing arrangements suspected by the Government of Lesotho shall be referred to the appropriate Government agency for investigation and may be subject to appropriate legal action.

We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.

In this Certificate “arrangement” include any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding.

\* **Information is/is not attached hereto.** (delete as appropriate)

**Signed:**

**Name and Position:** .....

**on behalf of :**..... **(Name of firm/company/organization)**

**Date:**.....



## (c) The Bid Security Form ( Bank Guarantee).

### Notes on the Bid Security Form.

The Bidders Must ONLY fill the relevant information in the brackets within this document. The Bidder must not alter the wording of this document. The document that shall be submitted with the altered wording shall result with the disqualification of the bid.

Whereas, [*name of Bidder and in the case of joint venture here should say--- a "joint venture" consisting of --(name of first firm)--, --(name of second firm) --,--(name of last firm) --*] (hereinafter called "the Bidder") has submitted his Bid dated [*Insert the date*] for the construction of [*Insert the name of the Contract*] (hereinafter called "the Bid").

Know all people by these presents that We [*name of Bank*] of [*name of country*] having our registered office at [*insert the address*] (hereinafter called "the Bank") are bound unto [*insert the name of Purchaser*] (hereinafter called "the Purchaser") in the sum of [*The Bidder should insert the amount of the Guarantee in words and figures denominated in the currency of the Purchaser's country or an equivalent amount in a freely convertible currency. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders*] for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this [*day*] day of [*month*], [*year*].

The conditions of this obligation are:

- (1) If, after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of Bid validity:
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) does not accept the correction of the Bid Price pursuant to Clause 27,

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser's having to substantiate his demand, provided that in his demand the Purchaser shall note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee shall remain in force up to and including the date [*Usually 28 days after the end of the validity period of the Bid.*] days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Date \_\_\_\_\_ Signature of the Bank \_\_\_\_\_

Witness \_\_\_\_\_ Seal \_\_\_\_\_  
*[signature, name, and address]*

## (d) Technical Evaluation Criteria

**Section 39 of the Instructions to the Bidders Explains in detail how this section (Qualitative, Quantitative and Financial Evaluation) will be used towards the Evaluation of the bids.**

### (a)-Qualitative Evaluation.

Heading	ITB Clause	Requirement	Score [Yes/No]
Qualification of the Bidders	4.2 (a)	Copies of original documents defining the <b>constitution or legal status, Place of registration, and principal place of business</b> ; written <b>Power of Attorney</b> of the signatory of the Bid to commit the Bidder;	
	4.2 (b)	total <b>Monetary value</b> of Similar Services performed for each of the <b>last five years</b>	
	4.2 (c)	<b>Experience in Services of a similar nature</b> and size for each of the <b>last five years</b> , and details of <b>Services underway or contractually committed</b> ; and name, addresses and telephone/mobile phones and email contacts of clients who may be contacted for further information on those contracts;	
	4.3 (d)	Reports on the <b>financial standing of the Bidder</b> , such as profit and loss statements and auditor's reports for the past two years.	
	4.3 (e)	<b>Evidence of adequacy of working capital</b> for this Contract (access to line(s) of credit and availability of other financial resources).	
	4.3 (f)	<b>Authority</b> to the Purchaser to seek <b>references from the Bidder's bankers</b> .	
	4.3 (g)	Information regarding any <b>litigation</b> , current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and	
	4.3 (g)	Proposals, if any, for <b>subcontracting</b> components of the Services amounting to more than 10 percent of the Contract Price	
Site Visit	7.1	The Bidder, at the Bidder's own responsibility and risk, <b>must</b> visit and examine the Sites of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense. <b>The site visit is mandatory.</b>	
Bid Validity	15.1	The Bids shall remain valid for the period specified in the <b>Bid Data Sheet</b> , commencing on the Bids submission deadline date also indicated in the <b>Bids Data Sheet</b> . A Bid Valid for a shorter period shall be immediately rejected by the Purchaser and rendered non-responsive.	
Deadline for Submission of	20	The Bids shall be delivered to the Purchaser at the address specified above ( <b>Clause 19.2(a)</b> ) no later than	

the Bids		the time and date specified above ( <b>clause 19.2(c)</b> )	
Corrupt or Fraudulent Practices	39	The Purchaser requires that the Bidders or the Suppliers or the Contractors or the Sub-Contractors <b>observe the highest standard of ethics</b> during the procurement and execution of its contracts.	

### (b)-Quantitative Evaluation

Technical Evaluation		
Requirements	Requirements	Score
<b>Expertise of the Firm/Organization</b>	<p><b>Brief Description of the Bidder as an Entity:</b> provide a <b>brief description of the organisation firm submitting the Bid</b>, its legal mandates/authorised business activities, reputation (coming through references), any history of litigation and arbitration in which the organisation/firm has been involved which could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration. -5</p> <p><b>Financial Capacity:</b> provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by an external auditor's-10</p> <p><b>Track record and Experience:</b> provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract. – 10</p>	25
<b>Proposed Methodology, Approach and Implementation Plan</b>	<p><b>Approach to the Service/Work Required:</b> provide a <b>detailed description</b> of the methodology for how the Bidder will implement the Requirements as indicated in the <b>Schedule of Requirements</b>.-30</p> <p><b>Technical Quality Assurance Review Mechanisms:</b> The methodology shall also include details of the <b>Bidder's Internal Technical and Quality Assurance Review Mechanisms</b>. - 10</p> <p><b>Reporting and Monitoring:</b> Indicate the Reporting Schedule and Information to the Purchaser.-20</p> <p><b>Subcontracting:</b> explain whether any work would</p>	50

	be subcontracted, to whom, and what percentage of the work, the rationale for such, and the roles of the proposed sub-contracters. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.	
<b>Management Structure and Key Personnel</b>	<b>Describe the management structure</b> pertinent to this project. Include organisational chart for the management of the project describing relationships and designations.- 15 <b>Qualifications of key personnel: <u>portfolios (CVs) for key personnel who will provide support to the implementation of this project.</u></b> -10	25
Total Score		100
Minimum Required Score		75

### (c)-Financial Evaluation.

Section	Heading	Requirements	Score	Status
2.0	Section VIII-The Pricing Schedule	The bid with the <b>lowest</b> Total Monthly Premium (Maluti) for ALL the Services to be Provided	100	Critical
		The bid with the <b>Second lowest</b> Total Monthly Premiun (Maluti) for all the Services to be Provided.	80	Critical
		The bid with the <b>third Lowest</b> Total Monthly Premium (Maluti) to be Provided.	60	Critical

# Sample Contract

## Section V- Conditions of Contract.

### (a) The General Conditions of the Contract

The General Conditions of Contract must be read together with the clauses referenced in the Special Conditions of Contract, because the updates and amendments to the General Conditions of Contract are on the Special Conditions of Contract.

#### 1. General Provisions

##### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) The **Arbitrator** is the person appointed jointly by the Purchaser and the Service Provider to resolve disputes in the first instance, as provided for in Clauses 8.2 hereunder.
- (b) **“Pricing schedule”** is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (c) **“Completion Date”** means the date of completion of the Services by the Service Provider as certified by the Purchaser.
- (d) **“Contract”** means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (e) **“Contract Price”** means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) **“Dayworks”** means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
- (g) **“Purchaser”** means the party who employs the Service Provider
- (h) **“Foreign Currency”** means any currency other than the currency

of the country of the Purchaser;

- (i) **“GCC”** means these General Conditions of Contract;
- (j) **“Government”** means the Government of the Purchaser’s country;
- (k) **“Local Currency”** means the currency of the country of the Purchaser;
- (l) **“Member,”** in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; **“Members”** means all these entities, and **“Member in Charge”** means the entity specified in the **Special Conditions of Contract** to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Purchaser under this Contract;
- (m) **“Party”** means the Purchaser or the Service Provider, as the case may be, and **“Parties”** means both of them;
- (n) **“Personnel”** means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (o) **“Service Provider”** is a person or corporate body whose Bid to provide the Services has been accepted by the Purchaser;
- (p) **“Service Provider’s Bid”** means the completed bidding document submitted by the Service Provider to the Purchaser
- (q) **“THE SPECIAL CONDITIONS OF THE CONTRACT”** means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (r) **“Specifications”** means the specifications of the service included in the bidding document submitted by the Service Provider to the Purchaser;
- (s) **“Services”** means the work to be performed by the Service Provider pursuant to this Contract, as described in the Schedule of Requirements include the Bidding Documents.
- (t) **“Subcontractor”** means any entity to which the Service

Provider subcontracts any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

- 1.2 Applicable Law** The Contract shall be interpreted in accordance with the laws of the Purchaser's country, unless otherwise specified in the **Special Conditions of Contract** (THE SPECIAL CONDITIONS OF THE CONTRACT).
- 1.3 Language** This Contract has been executed in the language specified in the **SPECIAL CONDITIONS OF THE CONTRACT**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 
- 1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SPECIAL CONDITIONS OF THE CONTRACT**.
- 1.5 Location** The Services shall be performed at such locations as are specified in the **Schedule of Requirements**, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Purchaser may approve.
- 1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Purchaser or the Service Provider may be taken or executed by the officials specified in the **SPECIAL CONDITIONS OF THE CONTRACT**.
- 1.7 Inspection and Audit by the Purchaser** The Service Provider shall permit the NDSO to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Purchaser, if so required by the NDSO.
- 1.8 Taxes and Duties** The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.



## 2. Commencement, Completion, Modification, and Termination of Contract

<b>2.1 Effectiveness of Contract</b>	This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the <b><u>SPECIAL CONDITIONS OF THE CONTRACT</u></b> .
<b>2.2 Commencement of Services</b>	
<b>2.2.1 Program</b>	Before commencement of the Services, the Service Provider shall submit to the Purchaser for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
<b>2.2.2 Starting Date</b>	The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the <b><u>SPECIAL CONDITIONS OF THE CONTRACT</u></b> .
<b>2.3 Intended Completion Date</b>	Unless terminated earlier pursuant to Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the <b><u>SPECIAL CONDITIONS OF THE CONTRACT</u></b> . If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date shall be the date of completion of all activities.
<b>2.4 Modification</b>	Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Purchaser, as the case may be, has been obtained.
<b>2.5 Force Majeure</b>	
<b>2.5.1 Definition</b>	For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
<b>2.5.2 No Breach of Contract</b>	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has

---

taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

**2.5.4 Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services already rendered but not yet paid and in reactivating the Service after the end of such period.

## **2.6 Termination**

**2.6.1 By the Purchaser** The Purchaser may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.6.1 and sixty (60) days' in the case of the event referred to in (g):

- (a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider/s, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“**corrupt practice**” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“**fraudulent practice**” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

- (e) if the Service Provider does not maintain a Performance Security in accordance with Clause 3.9;
- (f) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid in accordance with Sub-Clause 3.8.1 and the **SPECIAL CONDITIONS OF THE CONTRACT 3.8**
- (g) if the Purchaser, in its sole discretion, decides to terminate this Contract.

**2.6.2 By the  
Service  
Provider**

The Service Provider may terminate this Contract, by not less than thirty (30) days’ written notice to the Purchaser, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.6.2:

- (a) if the Purchaser fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

**2.6.3 Payment  
upon  
Termination**

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Purchaser shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily

performed prior to the effective date of termination;

- (b) except in the case of termination pursuant to paragraphs (a), (b), (d), (e), (f) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

### 3. Obligations of the Service Provider

#### 3.1 General

The Service Providers shall perform the Services in accordance with the Specifications and the **Schedule of Requirements**, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Providers shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with Subcontractors or third parties.

#### 3.2 Conflict of Interests

##### 3.2.1 Service

**Provider Not to Benefit from Commissions and Discounts.**

The remuneration of the Service Providers pursuant to Clause 6 shall constitute the Service Providers' sole remuneration in connection with this Contract or the Services, and the Service Providers shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Providers shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

##### 3.2.2 Service

**Provider and Affiliates Not to be Otherwise Interested in Project**

The Service Providers agree that, during the term of this Contract and after its termination, the Service Providers and their affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services to the Purchaser.

##### 3.2.3 Prohibition

Neither the Service Providers nor their Subcontractors nor the

<b>of Conflicting Activities</b>	<p>Personnel shall engage, either directly or indirectly, in any of the following activities:</p> <p>(a) during the term of this Contract, any business or professional activities in the Purchaser's country which would conflict with the activities assigned to them under this Contract;</p> <p>(b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire Purchaser's employees in active duty or on any type of leave, to perform any activity under this Contract;</p> <p>(c) after the termination of this Contract, such other activities as may be specified in the <b><u>SPECIAL CONDITIONS OF THE CONTRACT</u></b>.</p>
--	---

**3.3 Confidentiality** The Service Providers, their Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Purchaser's business or operations without the prior written consent of the Purchaser.

**3.4 Insurance to be Taken Out by the Service Providers** The Service Providers (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Purchaser, insurance against the risks, and for the coverage, as shall be specified in the **SPECIAL CONDITIONS OF THE CONTRACT**; and (b) at the Purchaser's request, shall provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums have been paid.

**3.5 Service Providers' Actions Requiring Purchaser's Prior Approval** The Service Providers shall obtain the Purchaser's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services,

(b) appointing such members of the Personnel not listed by name in the in **section 12.2.3 of the Instructions to the Bidders**.

- (c) changing the Program of activities; and
- (d) any other action that may be specified in the **SPECIAL CONDITIONS OF THE CONTRACT**.

**3.6 Meetings and Reporting Obligations**

The Service Providers, if agreed and indicated by the Purchaser, shall submit to the Purchaser the reports and documents specified in the form, in the numbers, and within the periods set forth. The Service Providers shall hold monthly meetings with the Purchasers' representative.

**3.7 Documents Prepared by the Service Providers to Be the Property of the Purchaser**

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Providers in accordance with Clause 3.6 shall become and remain the property of the Purchaser, and the Service Providers shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Purchaser, together with a detailed inventory thereof. The Service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the **SPECIAL CONDITIONS OF THE CONTRACT**.

**3.8 Liquidated Damages**

**3.8.1 Payments of Liquidated Damages**

The Service Provider shall pay liquidated damages to the Purchaser at the rate per day stated in the **SPECIAL CONDITIONS OF THE CONTRACT** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SPECIAL CONDITIONS OF THE CONTRACT**. The Purchaser may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

**3.8.2 Correction for Overpayment**

If the Intended Completion Date is extended after liquidated damages have been paid, the Purchaser shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Clause 6.5

**3.8.3 Lack of performance**

If the Service Provider has not corrected a Defect within the time

**e penalty** specified in the Purchaser's notice, a penalty for Lack of performance shall be paid by the Service Provider. The amount to be paid shall be calculated as a percentage of the cost of having the Defect corrected, assessed as described in clause 7.2.

### **3.9 Performance Security**

The Service Provider shall provide the Performance Security to the Purchaser no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Purchaser, and denominated in the currency in which the Contract Price is payable. The performance Security shall be valid until Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond to cover the Service Provider's maintenance obligations

## **4. Service Provider's Personnel**

### **4.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel as indicated in **Section 12.2.3 of the Instructions to the Bidders**. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Purchaser.

### **4.2 Removal and/or Replacement of Personnel**

- (a) Except as the Purchaser may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Purchaser finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Purchaser's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Purchaser.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

**4.3 Distinction of Personnel**

- (a) The Service Provider shall, if so required the Purchaser and indicated in the **SPECIAL CONDITIONS OF CONTRACT**, ensure that their staffs are clean and neatly dressed at all times. The Service Provider must provide its Personnel with uniforms bearing its logo.
- b) The Service Provider shall, if so required by the Purchaser and indicated in the **SPECIAL CONDITIONS OF CONTRACT**, ensure that all Personnel are free from infectious diseases. Medical examinations should be done quarterly by all staff at the expense of the Service Provider and such medical certificates must be submitted to the Purchaser thereafter to form part of the quarterly report.

**5. Obligations of the Purchaser****5.1 Assistance and Exemptions**

The Purchaser shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the **SPECIAL CONDITIONS OF THE CONTRACT**.

**5.2 Change in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 (a) or (b), as the case may be.

**5.3 Services and Facilities**

The Purchaser shall make available to the Service Provider the Services and Facilities as shall be indicated and agreed in the Contract.

**6. Payments to the Service Provider****6.1 Lump-Sum Remuneration**

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Providers in carrying out the Services described in the **Schedule of Requirements**. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clauses 2.4 and 6.3 .



**6.2 Contract Price** (a) The price payable in local currency is set forth in the **SPECIAL CONDITIONS OF THE CONTRACT.**

(b) The price payable in foreign currency is set forth in the **SPECIAL CONDITIONS OF THE CONTRACT.**

**6.3 Payment for Additional Services**

6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Clause 2.4, The Purchaser and the Supplier shall jointly determine the remuneration for the additional Services.

**6.4 Terms and Conditions of Payment**

Payments shall be made to the Service Provider and according to the payment schedule stated in the **SPECIAL CONDITIONS OF THE CONTRACT.** Unless otherwise stated in the **SPECIAL CONDITIONS OF THE CONTRACT,** the first payment shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period stated in the **SPECIAL CONDITIONS OF THE CONTRACT.** Any other payment shall be made after the conditions listed in the **SPECIAL CONDITIONS OF THE CONTRACT** for such payment have been met, and the Service Provider have submitted an invoice to the Purchaser specifying the amount due.

**6.5 Interest on Delayed Payments**

If the Purchaser has delayed payments beyond fifteen (15) days after the due date stated in the **SPECIAL CONDITIONS OF THE CONTRACT,** interest shall be paid to the Service Provider for each day of delay at the rate stated in the **SPECIAL CONDITIONS OF THE CONTRACT.**

**6.6 Price Adjustment**

6.6.1 The Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the **SPECIAL CONDITIONS OF THE CONTRACT.** If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \text{ Lmc/Loc} + C_c \text{ Imc/Ioc}$$

Where:

$P_c$  is the adjustment factor for the portion of the Contract Price payable in a specific currency "c".

$A_c$  ,  $B_c$  and  $C_c$  are coefficients specified in the **SPECIAL CONDITIONS OF THE CONTRACT,** representing:  $A_c$  the

nonadjustable portion;  $B_c$  the adjustable portion relative to labor costs and  $C_c$  the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and

$L_{mc}$  is the index prevailing at the first day of the month of the corresponding invoice date and  $L_{oc}$  is the index prevailing 28 days before Bid opening for labor; both in the specific currency “c”.

$l_{mc}$  is the index prevailing at the first day of the month of the corresponding invoice date and  $l_{oc}$  is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency “c”.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor  $Z_o/Z_n$  shall be applied to the respective component factor of  $p_n$  for the formula of the relevant currency.  $Z_o$  is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and  $Z_n$  is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

## 6.7 Dayworks

6.7.1 If applicable and indicated in the **SPECIAL CONDITIONS OF CONTRACT**, the Daywork rates in the Service Provider’s Bid shall be used for small additional amounts of Services only when the Purchaser has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the Purchaser. Each completed form shall be verified and signed by the Purchaser representative as indicated in Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause

## 6.7.2

**7. Quality Control****7.1 Identifying Defects**

The Purchaser shall, if applicable and indicated in the **SPECIAL CONDITIONS OF CONTRACT**, check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Purchaser may instruct the Service Provider to search for a Defect and to uncover and test any service that the Purchaser considers may have a Defect. Defect liability period is as defined in **SPECIAL CONDITIONS OF THE CONTRACT**.

**7.2 Correction of Defects, and Lack of Performance Penalty**

- (a) The Purchaser shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time a notice of Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Purchaser's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Purchaser's notice, the Purchaser shall assess the cost of having the Defect corrected, the Service Provider shall pay this amount, and a Penalty for Lack of Performance calculated as described in clause 3.8 .

**8. Settlement of Disputes****8.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

**8.2 Dispute Settlement**

8.2.1 If any dispute arises between the Purchaser and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Arbitrator within 14 days of the notification of disagreement of one party to the other.

8.2.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Service Provider may give notice to

the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the services under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SPECIAL CONDITIONS OF THE CONTRACT.**

8.2.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Service Provider any monies due to them

The Arbitrator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

## (b) The Special Conditions of the Contract

The Special Conditions of Contract updates and emends the relevant clauses indicated in the General Conditions of Contract. In case of conflict between the Clauses in the General Condition of Contract and those on the Special Conditions of Contract, the Clauses on the Special Conditions of Contract shall prevail and be read as the intention of the Purchaser.

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>1.1(I) Joint Venture, the Consortium or Association</b>	The member of the Joint Venture, the Consortium or Association in charge is [insert the member in charge]
<b>1.2 Applicable law</b>	The Contract shall be interpreted in accordance with the laws of [insert the applicable laws]
<b>1.3 Language</b>	The Language that is used and must be used in this language is [Insert the language]
<b>1.4 Notices</b>	The Communication shall be addressed to [insert the Contacts Details that must receive the Communication]
<b>1.6 Authorized Representative</b>	The Authorized Representative are (a) For the Service Provider [ insert the Authorized Representative] (b) For the Purchaser [ insert the Authorized Representative]
<b>2.1 Commencement, Completion, Modification and Termination of the Contract.</b>	The later date for effectiveness of the contract is [Insert the date]
<b>2.2.2 Starting Date</b>	The Service Provider shall start the Services on [ insert the date]
<b>2.3 Indented Completion Date</b>	The Service Provider shall complete the Services on the [insert the date]
<b>2.6.1(f) Termination by</b>	The Maximum number of days by which the liquidated damages can be paid is [insert the number of days]

**the Purchaser**

- 3.2.3 Prohibition of Conflicting Activities .** The Services that the Service Provider is prohibited from after the termination of Contract are [insert the services]
- 3.4 The Insurances to be taken the Service Provider.** The Insurance(s) that have to be taken by the Service Provider and its sub-contractors are [insert the insurance services]
- 3.5 (d) The Service Provider's Actions that requires the Purchaser's prior approval.** Any other action that the Service Provider needs the Purchaser's approval are [insert the actions that needs the approval of the Purchaser]
- 3.7 The documents prepared by the Service Provider that shall be the property of the Purchaser.** Restrictions about the future use of the copies of the documents kept, as copies, by the Service Provider are [ insert the restrictions]
- 3.8.1 Payments of the liquidated damages.** (a) The daily rate of the liquidated damages are [insert the daily rates]  
(b) The amount that shall not be exceeded as the liquidated damage is [insert the amount]
- 4.3 Distinction of the Personnel** (a) Does the Service Provider has to provide its Employees with the uniform & logo? [insert the response]  
(b) Does the Service Provider has to ensure that the Employees are free from the infectious diseases? [ insert the response]
- 5.1 Assistance and Exemptions** The assistance and exemptions that shall be provided by the Government are [Insert the assistance and exemptions]
- 6.2 (a) The Contract Price** (a) The payable price in local currency is [insert the payable price]  
(b) The payable price in the foreign currency is [ insert the payable price]

**6.4 The Terms and Conditions of the Contract**

- (a) The payment schedule is [insert the payment schedule]
- (b) Does the Service Provider has to provide the Bank Guarantee? [insert the response]
- (c) The Bank Guarantee Validity is [insert the Bank Guarantee validity]
- (d) Any other Conditions that have to be met before the payments are [insert the conditions]

**6.5 Interest on delayed payments**

- (a) The due dates for the payments are [insert the due dates]
- (b) The rate of interest pay each day of payments delay is [insert the rate of interest]

**6.6 Price Adjustments**

- (a) Is the price adjustment allowed in this contract? [insert the response]
- (b) Ac [insert the Ac]
- (c) Bc [insert the Bc]
- (d) Cc [insert the Cc]

**6.7 Day works**

Are the day works applicable in this contract? [insert the response]

**7.1 Quality Control, Identifying the defects**

- (a) Is the identification of the defects identification applicable in this contract? [inserts the response]
- (b) The defects liability period is [insert the defects liability period]

**8.2.2 Dispute Settlement**

The rule and procedures for disputes settlement [insert the rules and procedures]

## Section VI- The Contract Forms

These forms shall be filled after the Purchaser has appointed the Bidder after the notification of the award of contract the Bidder appointed by the Purchaser.

### (a) The Letter of Acceptance

[date]

To: [name and address of the Service provider]

This is to notify you that your Bid dated [insert the date] for execution of the Installation, Implementation and Configuration of Fleet Tracker [insert the identification number, as given in the Special Conditions of Contract] for the Contract Price of the equivalent of [insert the amount in numbers and words] [insert currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract dully signed and initialed

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Attachment: Contract



**(b) The Form of Contract**

This CONTRACT [hereinafter called the “Contract”] is made the [day] day of the month of [month], [year], between, on the one hand, National Drug Service Organisation (hereinafter called the “Purchaser”) and, on the other hand, [name of Service Provider] (hereinafter called the “Service Provider”).

*[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Purchaser”) and, on the other hand, a joint venture consisting of the following entities, each of which shall be jointly and severally liable to the Purchaser for all the Service Providers’ obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the “Service Provider”).]*

**WHEREAS**

- (2) the Purchaser has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (2) the Service Provider, having represented to the Purchaser that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of [insert the Contract Price];

NOW THEREFORE the parties hereto hereby agree as follows:

2. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - € The Service Provider’s Bid
  - (d) The Pricing Schedule
  - € The Letter of acceptance and
  - (f) [insert any additional Documents that form part of the Contract]
2. The mutual rights and obligations of the Purchaser and the Service Provider shall be as set forth in the Contract, in particular:

- (a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Purchaser shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of National Drug Service Organisation

---

General Manager

For and on behalf of *[name of Service Provider]*

---

*[Authorized Representative]*

For and on behalf of each of the Members of the Service Provider

*[name of member]*

---

*[Authorized Representative]*

*[name of member]*

---

*[Authorized Representative]*

## Section VII —The Schedule of Requirements.

### Installation, Implementation and Configuration of Fleet Tracker

#### Salient Tracking Features that are a requirement for NDSO Vehicle Tracking Device

1. **Safety and Security :**
  - 1.1 Panic Alarm – notify tracking service provider once activated
  - 1.2 Battery temper – notify both transport manager
  - 1.3 Impact Sensor - records any impact on fleet with foreign objects
  - 1.4 Hawk eye and street view of fleet at all times
2. **Driver Behaviour and Tagging:**
  - 2.1 Speeding
  - 2.2 Hash braking
  - 2.3 Hash acceleration
  - 2.4 Hash cornering
  - 2.5 Over revving
  - 2.6 Excessive idling
  - 2.7 Individual driver reports
3. **Productivity**
  - 3.1 Odometer – indicate vehicle odo-reading at any given time at any place
  - 3.2 Auxiliary monitoring ( overload) – warns of any occurrence
  - 3.3 Turn-around times
  - 3.4 Route adherence – warns if vehicle deviates off authorised route
4. **Operational Control**
  - 4.1 Driver management – score and assess drivers accordingly
  - 4.2 Remote immobilisation – switch off engine remotely
  - 4.3 Roaming tracker control – functional when vehicle RSA
  - 4.4 Fuel monitoring and calibration – warns of unusual usage of fuel in relation to distance travelled
  - 4.5 Watts-app messages for all unusual behaviour/occurrences
5. **Asset Management**
  - 5.1 Odometer and hour meter management
  - 5.2 Maintenance scheduling – indicates when vehicle is due
  - 5.3 Accident analysis – gives precise data on vehicle prior accident
  - 5.4 Vehicle and driver License renewals reminders



## **Section VIII —Price Schedule.**

### **1. Preliminary Information**

The Bidders must **calculate, determine and indicate** their pricing for the Services that they are tendering for. The required Services are **INSTALLATION, IMPLEMENTATION AND CONFIGURATION OF FLEET TRACKER TO THE NATIONAL DRUG SERVICE ORGANISATION.**

### **2. The determination of the Pricing for the Services Required.**

In pricing the Services required, the Bidders must note the following as indicated in the Instructions to the Bidders and the Schedule of Requirements.

1.1 The Instruction to the Bidders, Clause 13, The Bid Price.

1.2 The Instruction to the Bidders, Clause 14, Currencies of the Bid and Payment.

1.3 Section VI, the Schedule of Requirements.

### **2. The Pricing Form**

The Bidders must price their Services according to the attached Pricing Form. Pricing not done in line with this form may result with the Bidder's bids disqualified.

Description	Quantity	Unit Price	VAT %	Total Price (VAT Exclusive)	Total Price (VAT Inclusive)
Driver ID – Supply and Installation fee - with driver tag	27				
Implentation	27				
Software Configuration	27				
Monthly Fee Light Vehicles	21				
Monthly Fee Heavy Vehicle	6				
Master ID Tags	3				
Additional Driver Tag	1				
Other Charges 1					
Other Charges 2					
Other Charges 3 etc					