	NATIONAL DRUG SERVICE ORGANIZATION

GENERAL DOCUMENT			
DOCUMENT TITLE	Bidding Document – Health Commodities		
DOCUMENT IDENTIFICATION NUMBER	L4-GEN-PD-49	**REVISION NUMBER**	01
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STANDARD BIDDING DOCUMENTS

TENDER FOR THE MEDICAL EQUIPMENT

TENDER FOR SUPPLY AND DELIVERY OF MEDICAL DEVICES

TENDER NO. NDSO/MED/2023/10

Mafeteng, 25th October, 2023

NDSO NATIONAL DRUG SERVICE ORGANISATION
P.O Box 1167
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INVITATION FOR BIDS (IFB)

TENDER FOR THE SUPPLY AND DELIVERY OF MEDICAL DEVICES

1.0 The National Drug Service Organization (NDSO) is a Trading Account for the Ministry of Health in Lesotho. It is mandated to procure, store and distribute Medicines, Medical Supplies and Laboratory Consumables for the Health Institutions in Lesotho. NDSO was legally established through a gazette Supplement No.4 to Gazette No.19 of the 2nd March 2007. The Government Hospitals use their allocated funds for drugs, dressings and other allocations to buy the supplies from NDSO. These funds are used by NDSO to Procure Medicines, Medical Supplies and other Medical Devices from eligible Suppliers using the tendering method of procurement.

2.0 The National Drug Service Organization invites tenders for the Supply and Delivery of the Medical devices listed on the attached Excel table labelled **Medical Devices Tender No. NDSO/MED/2023/10 Schedule of Requirements** and listed in these bidding documents.

3.0 Bids are invited only from Medical Devices pre-qualified Bidders or All Bidders who have their products prequalified from 2018 to 2023.

4.0 Bidding shall be conducted through the Open International Competitive Tendering procedures based on the current Public Procurement Act of 2023.

5.0 It is expected that the Bidders shall be notified about the outcome of the tender on or before 31st January, 2024.

6.0 Interested eligible bidders may obtain further information from and inspect the bidding documents at the address given below from 0800 to 1630 hours, Monday to Friday, except on public holidays.

7.0 A complete set of bidding documents in English shall be purchased by interested Bidders upon payment of a non-refundable fee **of [One Thousand Lesotho Maloti (LSL1000.00) (which is equivalent to South African Rand] or [Fifty Two United States Dollars (USD52.00)**], at the address below. The method of payment will be Telegraphic Transfer to the bank account details below with all bank charges to the account of the Bidder. **The bidding document will be provided free of charge when shared electronically to the interested Bidders.**

8.0 The bids must be delivered to the address below at or before 1400 hours on 14th December, 2023. All the bids must be accompanied by a Bid Security of [2% (Two Percent)] of the total bid amount for the Bidder. The Bid Security must be in the form of a Bank Guarantee issued by a reputable bank agreeable to the Purchaser. The late bids shall be rejected. The bids shall be opened at the address below at 1430 hours on the [14th December, 2023].

9.0 The address for inspection, purchase, collection, submission and opening of the bids is:
The NDSO Procurement Committee
National Drug Service Organization
Main South One Road
Mafeteng 900
Lesotho
Email address: tenders@ndso.org.ls
Telephone: +266 222 15 300

10.0 **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

11.0 **These bidding documents are listed and shall be read in the following order.**

11.1 The Invitation Letter.
11.2 List of Mandatory Documents.
11.3 Instructions to the Bidders (ITB).
11.4 Bid Data Sheet.
11.5 General Conditions of Contract (GCC).
11.6 Special Conditions of Contract (SCC).
11.7 Schedule of Requirements.

11.8 Technical Specifications.
11.9 Sample Forms.

M.G. Sefali (Mr)
Chairperson, The NDSO Procurement Committee
National Drug Service Organization

LIST OF MANDATORY DOCUMENTS

1.0 All the Bidders are informed that their Submission must be in an 'A4 Envelope' and must contain only the Mandatory documents listed below, under "**List of mandatory documents required**."

2.0 The mandatory documents, as indicated on a table attached to Sub- clause 8 below, shall be submitted separately in an A4 envelope and be placed in the tender box on or before the bids closing date as indicated on the table above. The mandatory documents shall not be submitted together with the samples or other supporting documents in one envelope. The Purchaser shall not be held responsible for the bids that end up being not placed in the tender box because of the Bidders who failed to observe and implement this submission requirement.

3.0 The A4 Envelope submitted shall be clearly labelled "DO NOT OPEN BEFORE **14th December, 2023** at 14:30 hours" and tender Title "**Supply and Delivery of Medical Devices Tender NO. [NDSO/MED/2023/10]**."

4.0 The Bidders shall ensure that they liaise with either the Procurement Manager [Mrs 'Miki Ntšonyana] or the Assistant Procurement Manager [Mr Tebello Sehau] days before tender opening to ensure that their Bids have been received and submitted in the Tender box.

5.0 Please note that there are Mandatory Documents which shall be announced by the Procurement Committee on the day of the bids opening. The presence or the absence of these documents shall be announced by the Procurement Committee in the presence of the representation of the bidders who would have decided to observe the bids opening process on the day of the bids opening. The list of Mandatory Documents which shall be announced on the day of the bids opening is listed and indicated on Sub- clause 8.0 of this List of the Mandatory documents.

6.0 Failure to supply any of these Mandatory documents, described in **Sub-clause 5.0 above and listed in Sub-Clause 8.0 below**, shall result in "apparent non-compliance" on the part of the bidder and this shall be announced by the Procurement Committee during the opening of the bids.

7.0 The submission of the bids in the tender box is the sole responsibility of the Bidders. The Purchaser shall not be held liable for the bids that are not deposited in the Tender Box prior to the Closing Date of the tender. The Bidders who choose to submit their bids through the Couriers shall instruct the said Couriers to make sure that the bids are deposited in the Tender Box. Any Courier that shall have the Bidding Documents signed by any of the Employees from the Purchaser should further know that this does not constitute the bids submission and the Purchaser shall not take any responsibility even if the bidding documents have been signed for by any of the Employees from the Purchaser but happen not to be inserted in the tender box prior to the bids opening.

8.0 **List of Mandatory Documents**.

The table below lists the mandatory documents. These are the documents which shall be announced during the tender opening. The tender opening shall be done in the presence of the Bidders and or their representatives who shall be in attendance on the day of the bids opening activity.

	Procurement Committee Use Only	
Details of Document	Provided with Tender	
	Yes	No
Certificate of Bona Fide Tendering		
Signed Form of Bid		
Bid Security 2% of Bidder's Bid & not expire before 10th April, 2024		
Signed Price schedule		

Contents

SECTION I: INSTRUCTIONS TO THE BIDDERS.

Some of the sub-Clauses on the Instructions to the Bidders MUST be read along with the corresponding sub-clauses in the Bid Data Sheet. Such sub-clauses that must be read together with the corresponding sub-clauses in the Bid Data Sheet are indicated with, for example sub-clause 2.1 of these Instructions to Bidders Must be read together with the corresponding sub-clause 1.0 in the Bid Data Sheet.

SCOPE.

1.1 The National Drug Service Organization, hereafter, referred to as the Purchaser, invites bids for the supply of the Medical Devices as specified in the Schedule of Requirements.

1.2 Throughout this bidding document, the terms "writing" means any typewritten or printed communication, including e-mail, telex, cable, and facsimile transmission, and "day" means calendar day. Singular also means plural.

2.0 SOURCE OF FUNDS.

2.1 **Estimated Value of the Medical Devices to be procured**.

The Purchaser acquires funding through the sales of the Medical Devices to the Health Facilities in Lesotho. The Purchaser intends to procure the Medical Devices whose estimated value is indicated in the **bid data sheet (1.0)**. The specific category of the Medical Devices to be procured is listed in the **Schedule of Requirements**.

2.2 **The Payments**.

The payments will be made in line with the credit terms of thirty-days after receipt of the Medical Devices at a destination indicated by the Purchaser on the **General Conditions of Contract and the Special Conditions of contract**; furthermore, those Medical Devices must comply with the terms and conditions stipulated in the same **General Conditions of Contract and Special Conditions of Contract**.

3.0 FRAUD AND CORRUPTION.

3.1 Standard of Ethics.

The Purchaser requires that Responsible Officers (hereafter referred to as the Officers) appointed by the Purchaser to manager the procurement activities, Bidders, Suppliers, Contractors, and Consultants under contracts, observe the highest standard of ethics during the procurement and execution of such contracts.

3.2 Relevant Definitions.

In the context of this document, the following terms are defined as follows;

3.2.1 "**Corrupt practice**" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of the Officer(s) in the procurement process or in contract execution.

3.2.2 "**Fraudulent practice**" means a misrepresentation or omission of facts in order to influence the procurement process or the execution of a contract.

3.2.3 "**Collusive practice**" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, non-competitive levels.

3.2.4 "**Coercive practice**" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

3.3 **Rejection of an award made fraudulently**.

The Purchaser shall reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in **corrupt, fraudulent, collusive** or **coercive** practices when participating in any of the procurement activities financed by the Purchaser.

3.4 **Cancellation of the contract(s) made fraudulently**.

The Purchaser shall cancel any contract entered between the Purchaser and any Supplier if it is determined that at any time the Officer(s) representing the Purchaser, or the Bidder(s), or the Supplier(s), or the Contractor(s) or the Consultant(s) a has been engaged in **corrupt, fraudulent, collusive** or **coercive** practices during any procurement activity financed by the Purchaser or during the execution of any contract(s) entered between the Purchaser and any Supplier(s).

3.5 **Sanction(s) related to the fraudulent Practice(s)**.

The Purchaser shall sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Purchaser's financed contract if at any time it is determined that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in participating for a procurement activity financed by the Purchaser or when executing a contract between the Purchaser and any Supplier(s).

3.6 **Inspection and Auditing of the Documents submitted for Procurement Activities**.

The Purchaser shall have the right to require that a provision be included in the Bidding Documents and in contracts, requiring Bidders, Suppliers, Contractors and Consultants to permit the Purchaser to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Purchaser. Failure or refusal of the Bidder(s), Supplier(s), Contractor(s) and Consultant(s) to allow the inspection and or audit the Bidding documents or the contracts shall result with the cancellation of any contract(s) between the Purchaser and the Bidder. Pursuant to **ITB sub-clause 3.6**, the Purchaser shall further sanction such a Bidder(s), Supplier(s), Consultant(s) and Contractor(s) from any procurement activities financed by the Purchaser.

3.7 **Related Sub-Clauses of the General Conditions of Contract**.

Furthermore, the Bidders must read this ITB 3.0 (Fraud and Corruption) together with **Sub-Clauses 23.1.4 (Termination for default)** of the **General Conditions of Contract**.

4.0 ELIGIBILITY.

4.1 **Eligible Medical Devices to be tendered by the Bidder.**

This bidding process is open to the Bidders who can demonstrate, to the satisfaction of the Purchaser, that the Medical Devices that shall eventually be supplied to the Purchaser, have been approved by the Purchaser through the Pre-qualification Activities indicated in the Bid Data Sheet managed by the Purchaser.

4.2 **Ineligible Sources**.

4.2.1 The Bidders sanctioned, pursuant to **ITB sub-clause 3.3** (**Rejection of an award made fraudulently**), or **ITB 3.4** (**Cancellation of the contract(s) made fraudulently**), or **ITB 3.5** (**Sanction(s) related to the fraudulent Practice(s)**) are barred from participating in any procurement activities financed by the Purchaser.

4.2.2 The Bidders who have been engaged by (i) the Purchaser or (ii) a Purchasing Agent that has been duly authorized to act on behalf of the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Medical Devices described in these Bidding Documents.

4.2.3 No Agency/institution/Organization that is owned by the Purchaser, or the Purchaser has the shares in it shall be permitted to bid or submit a proposal for the procurement of the Medical Devices under this procurement activity.

4.2.4 The Employees of the Purchaser and the Agencies, Institutions, Organizations, Companies that the employees of the Purchasers have shares and ownership are barred from participating in this procurement activity.

4.2.5 The Institutions, Agencies, Organizations, Companies and any individuals are barred from participating in this procurement activity if at any stage of this procurement, the Purchaser determines that they represent conflict of interest.

4.3 **Documents Proofing Eligibility of the Bidder(s)**.

Pursuant to **ITB Sub-Clause 14.1 (Documents Constituting the bid)**, the Bidder shall furnish, as part of its bid, documents establishing, to the Purchaser's satisfaction, the Bidder's eligibility to bid as and when required by the Purchaser.

5.0 THE NATIONAL PROCUREMENT LEGISLATION FROM THE PURCHASER'S COUNTRY.

The Procurement activities financed by the Purchaser and the bidding documents developed by the Purchasers for the purpose of managing the procurement activities are all governed by the legislation from

the Purchaser's Country. The relevant legislation(s) are the ones listed in the **bid data sheet (3.0)**. If any of the clauses and sub-clauses in these bidding documents are contradictory to the legislation in the Purchasers Country, or are conflicting with any of the legislation provision, the provisions of the legislation will prevail overs such clauses and sub-clauses in these bidding documents.

6.0 ADDITIONAL DOCUMENTS PROOFING THE ELIGIBILITY OF THE BIDDER.

Pursuant to ITB sub-clause 14.1 (Documents Constituting the bid) and **ITB Sub-Clause 4.3** (**Documents Proofing the eligibility of the Bidders(s))** the Purchaser may require additional documents as a proof of eligibility of the Bidder and the Medical Devices to be supplied to the Purchaser. The additional documents are listed in the **bid data sheet (4.0).**

7.0 ADDITIONAL DOCUMENTS REQUIRED IN ADDITION TO PRE-QUALIFICATION DONE BY THE PURCHASER.

7.1 **Tax Clearance Certificate**.

In addition to the requirements of **ITB 4.1 (The Medical Devices Pre-qualified by the Purchaser),** the Bidder shall submit a valid Tax Clearance Certificate issued by the Relevant Tax Authority in the Bidders Country.

7.2 **Manufacturer's Authorization**.

In the case of a Bidder offering to submit a bid for the Medical Devices that are not manufactured by the Bidder, such a Bidder shall provide the Manufacturer's Authorization Certificate in the format provided in the **Sample Forms** provided in these bidding documents. The Manufacturer shall be the Manufacturer of the products that meet criteria stipulated in **ITB sub-clause 4.0 (eligibility)** of these bidding documents.

8.0 ONE BID PER BIDDER.

The Bidder shall submit only one bid either individually or as a partner of a joint venture (other than in cases of alternatives pursuant to **ITB Sub- Clause 20**, (**Alternative Bids by the Bidders**). A Bidder that submits either individually or, as a member of a joint venture, more than one bid will cause all the bids with the Bidder's participation to be disqualified.

9.0 COST OF BIDDING.

The Bidder shall bear all the costs associated with the preparation and submission of its bid, and the Purchaser shall in no case be responsible or liable for those costs, regardless of the outcome of the bidding process.

10.0 CONTENTS OF THE BIDDING DOCUMENTS.

10.1 **List of the bidding documents**.

The Bidding Documents are those stated below and should be read in conjunction with any addendum issued in accordance with **ITB Sub- Clause 12 (Amendment of the bidding documents)**.

Section I. Instructions to Bidders (ITB)

Section II. Bid Data Sheet (BDS)

Section III. General Conditions of Contract (GCC)

Section IV. Special Conditions of Contract (SCC)

Section V. Schedule of Requirements

Section VI. Technical Specifications

Section VII. Sample Forms (including Framework Contract Agreement)

11.0 CLARIFICATION OF THE BIDDING DOCUMENTS.

A prospective Bidder requiring any clarification on the Bidding Documents shall contact the Purchaser in writing or by cable (for these ITB, the term "cable" is deemed to include electronic mail, telex, or facsimile) at the Purchaser's address indicated in the **Bid Data Sheet (5.0)**. The Purchaser shall respond in writing to any request for clarification received no later than six (6) working days prior to the deadline of submission of the bids. Copies of the Purchaser's response shall be sent to all prospective Bidders who have purchased or secured the Bidding Documents, including a description of the inquiry but without identifying its source.

12.0 AMENDMENT OF BIDDING DOCUMENTS.

At any time prior to the deadline for submission of the bids, the Purchaser may amend the Bidding Documents by issuing Addenda.

12.1 **Communication of the Addendum**.

Any addendum thus issued shall be part of the Bidding Documents pursuant to **ITB Sub-Clause 10.1 (Contents of the Bidding Documents)** and shall be communicated in writing to all prospective Bidders who have purchased or secured the Bidding Documents and shall be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment, and it shall be assumed that the information contained in the amendment shall have been taken into account by the Bidder in its bid.

12.2 **Extension of the Deadline for Submission of the bids**.

To give prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser shall extend, at its discretion, the deadline for submission of the bids, in which case, the Purchaser shall notify all the Bidders by cable of the extended deadline.

13.0 LANGUAGE OF BIDS.

The bid, as well as all correspondence and documents relating to the bids exchanged by the Bidders and the Purchaser, shall be written in the **English Language**. 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 to the English language, in which case, for purposes of interpretation of the Bid, the translation shall govern.

14.0 DOCUMENTS CONSTITUTING THE BID.

The bids submitted by the Bidders must comprise of the following:

14.1 Duly filled the Bid Form, the Certificate of Bona Fide Tenderer and the Price Schedule, in accordance with the Sample Forms indicated in **Section VII (Sample Forms)**.

14.2 Original form of the Bid Security in accordance with the provisions of **ITB Sub-Clause 19 (Bid Security)**.

14.3 Alternative offers, at the Bidder's option, when permitted.

14.4 Written Power of Attorney authorizing the signatory of the bid to commit the Bidder.

14.5 Documentary evidence establishing to the Purchaser's satisfaction, and in accordance with **ITB Sub-Clause 4.0 (Eligibility) and ITB Sub- Clause 6(Additional Documents proofing the eligibility of the Bidder)** the Bidder must, if so required by the Purchaser in the **ITB Sub-Clauses 4.1** and **Bids Data sheet (4.0)**, submit additional documents as a proof of eligibility of the Bidder and the Medical Devices to be supplied to the Purchaser.

14.6 Documentary evidence establishing to the Purchaser's satisfaction, and in accordance with **ITB Clause 7.0 (Additional Documents Required in Addition to Pre-Qualification done by the Purchaser)** that the Bidder is compliant with the tax obligations in the Bidders Country of Origin **(ITB sub-clause 7.1)** and further that the Bidder has been duly authorized by the Primary Manufacturer of the Medical Devices that the Bidder shall be intending to submit for bidding purposes **(ITB sub-clause 7.2**).

14.7 Any other documentation as requested in the **Bid Data Sheet (4.0)**.

15.0 BID FORM.

The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in Section VII (Sample Forms) the Bidding Documents, indicating the Goods to be supplied, a brief description of the Goods, their country of origin, quantity, the prices and any other information required in those documents in **Section VII**.

15.1 Categorization of the bids for the Purpose of the Margin of Preference.

15.1.1 **Group A (51% and above)**.

These are the Bidders, Manufacturers or Wholesalers, which 51% or more of the shares are owned by Basotho Nationals. The Bidders shall submit the Copies of Shareholding Certificates that shall be scrutinized, to the satisfaction of the Purchaser, in order to ascertain the shareholding of the Bidders.

15.1.2 Group B (31%-50%).

These are the Bidders (Manufacturers or Wholesalers) where between 31%-50% of the shares are owned by Basotho Nationals. The Bidders shall submit the Copies of Shareholding Certificates that shall be scrutinized, to the satisfaction of the Purchaser, in order to ascertain the shareholding of the Bidders.

15.1.3 **Group C (10%-30%)**.

These are the Bidders (Manufacturers or Wholesalers) where between 10%-30% of the shares are owned by Basotho Nationals. The Bidders shall submit the Copies of Shareholding Certificates that shall be scrutinized, to the satisfaction of the Purchaser, in order to ascertain the shareholding of the Bidders.

15.1.4 Group D

This refers to the Bidders who shall be offering the Medical Devices of foreign origin, whether already imported or to be imported, by the Bidder directly or through the Bidder's local agent.

15.2 **Proper Completion of the Price Schedule**.

To facilitate the classification by the Purchaser, the Bidder shall complete whichever version of the Price Schedule furnished in the Bidding Documents as appropriately provided, however, the completion of an incorrect version of the Price Schedule by the Bidder shall not result in rejection of its bid, but merely in the Purchaser's reclassification of the bid into its appropriate bid group.

16.0 BIDS PRICES.

16.1 **The Format of the bid(s) Prices**.

There are two types of the Pricing Schedules in the **Sample Forms**, one for the Medical Devices Manufactured from within the Purchaser's Country and those for the Medical Devices from outside the Purchaser's Country. The Bidders shall fill the appropriate Pricing Schedule Form and submit it along with the other mandatory documents.

16.2 **The incoterms applicable**.

The incoterms that shall be used by the Bidders on filling the Pricing Schedule is indicated in the **Bid Data Sheet (6.0)**. The incoterms used shall be governed by the rules prescribed in the current edition of the incoterms published by the International Chamber of Commerce, Paris.

16.3 **Fixed Prices and Price adjustment, if allowed**.

The prices quoted and submitted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation shall be treated as **non-responsive** and shall be **rejected**, pursuant to **ITB Clause 29 (Examination of Bids and Determination of Responsiveness)**. The maximum percentage price adjustment, **if any allowed**, shall

be indicated in the **Bid Data Sheet (7.0)**. If the Bidder submits a fixed price despite the fact that price adjustment(s) are allowed, in line with this **ITB 16.3** (**Fixed Prices**), a bid submitted with a fixed price quotation shall neither be rejected nor adjusted. If eventually the Bidder insists on price adjustments, having submitted a fixed price, the Purchaser shall consider the bid submission to be none responsive. In the event that the Purchaser had entered in to a contract, on the basis the bid price that was submitted by the bidder without observing the maximum allowed price adjustment, the Purchaser shall terminate such a contract with immediate effect without the purchaser being held liable for any expenses that the bidder might have incurred.

17.0 CURRENCY OF THE BIDS.

17.1 **The bids from the Bidders from outside the Purchaser's Country and the Rand Monetary Countries**.

The Bidder shall express the bid price of the Medical Devices to be supplied from outside the Purchaser's Country entirely in the currency as stipulated in the **Bid Data Sheet (8.0)**. The Rand Monetary Countries are listed in the **Bid Data sheet (8.0)**.

17.2 **The bids from the Bidders within the Purchaser's Country**.

Unless otherwise specified in the **Bid Data Sheet (9.0)**, the Bidder(s) registered, or operates, or has the business operations in the Purchaser's Country and or is physically located in the Purchaser's Country shall express its prices for the Medical Devices in the currency of the country of the Purchaser.

7.3 **The bids from the Bidders from the Rand-Monetary Countries**.

Unless otherwise specified in the **Bid Data Sheet (10.0)**, the Bidder(s) registered, or operates, or has the business operations in the Rand Monetary Countries and or is physically located in the Rand Monetary Country shall express its prices for the Medical Devices in South African Rand.

18.0 THE PERIOD OF BID(S) AND TENDER VALIDITY.

18.1 **The Bid(s) Validity**

The Bids shall remain valid for the period stipulated in the **Bid Data Sheet (11.)** after the date of bid submission specified in **ITB Clause 23 (Deadline for Submission of Bids)**. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

18.2 **Extension of the bids validity**.

In exceptional circumstances, prior to expiry of the original bid validity period, the Purchaser may request that the Bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its bid security. Except as provided in **ITB Clause 18.3 (period of bid validity)**, a Bidder agreeing to the request shall not be required or permitted to modify its bid, but shall be required to extend the validity of its bid security for the period of the extension.

18.3 **The Tender Validity Period**.

The supply of the Medical Devices to the Purchaser by the successful Bidder shall be for a period indicated in the **Bid Data sheet (12.0)** and shall be referred to as the **Tender Validity Period**. The contract entered between the Purchaser and the Supplier shall automatically become null and void beyond the tender validity period whether the awarded Medical Devices have been **all** ordered or not.

19.0 THE BID SECURITY.

19.1 **The amount and currency of the bid security**.

If required, the Bidder shall furnish, as part of its bid, a bid security as specified in the **Bid Data Sheet (13.0)**. The amount of the Bid Security shall be as stipulated in the **Bid Data Sheet (13.0)** and in the currency of the Purchaser's country, or the equivalent amount in a freely convertible currency.

19.2 **Validity of the bid Security**.

The bid security shall remain valid for a period of 28 days beyond the validity period for the bid(s), and beyond any extension subsequently requested under **Sub-clause 18.2 (Extension of the bids validity)**.

19.3 **The Different forms of the bid Security**.

The Bid Security shall be, at the Bidder's option, in any of the following forms:

19.3.1 A bank guarantee; or

19.3.2 Another form indicated in the **Bid Data Sheet (14.0)**.

The Bid Security shall be from a reputable source and shall be submitted either using the **Bid Security Form** included in **Section VII (Sample Forms)**, or in another substantially similar format. In either case, the form must include the complete name of the Bidder.

19.4 **Unacceptable bid Security**.

Any bid(s) not accompanied by an acceptable bid security shall be rejected by the Purchaser as nonresponsive. The bid security of a joint venture shall be in the name of the joint venture submitting the bid.

19.5 **Returning of the Bid Security by the Purchaser**.

19.5.1 The bid securities of unsuccessful Bidders shall be returned as promptly as possible.

19.5.2 The bid security of the successful Bidder (s) shall be returned when the Bidder has signed the Contract and furnished the required Performance Security.

19.6 **The bid security may be forfeited.**

19.6.1 If the Bidder withdraws its bid, except as provided in **ITB Sub-Clauses 18.2 (extension of the Bid Security)** and **ITB Sub-Clause 25.3 (Modification and Withdrawal of Bids)**.

19.6.2 If the successful Bidder, within the specified time indicated in the **bid data sheet (15.0)**, fails to:

19.6.2.1 Sign the contract, or

19.6.2.2 Furnish the required performance security.

20.0 ALTERNATIVE BIDS BY THE BIDDERS.

Unless specified in the **Bid Data Sheet (16.0)**, alternative bids shall not be accepted.

21.0 FORMAT AND SIGNING OF THE BIDS.

21.1 The Bidder(s) shall prepare an original and the number of copies/sets of the bids indicated in the **Bid Data Sheet**, clearly marking each one as "**ORIGINAL BID**" and "**COPY OF THE BID**," as appropriate. In the event of any discrepancy between the two, the original shall govern.

21.2 The original and all the copies of the bid(s), each consisting of the documents listed in **ITB Sub-Clause 14.1 (Documents Constituting the Bid)**, shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The later authorization shall be indicated by written power of attorney, which pursuant to **ITB Sub-Clause 14.4 (Documents Constituting the Bid)** shall accompany the bid.

21.3 Any interlineation, erasures, or overwriting to correct errors made by the Bidder shall be initialled by the person or persons signing the bid.

21.4 The Bidder shall furnish in the Bid Form (a sample of which is provided in the Sample Forms Section of the Bidding Documents) information regarding commissions or gratuities, if any, paid or to be paid to agents relating to this bid and to the execution of the Contract if the Bidder is awarded the Contract.

22.0 SEALING AND MARKING OF THE BIDS.

22.1 Bidders shall always submit their bids by hand or courier. When so specified in the **Bid Data Sheet (18.0)**, the Bidders shall have the option of submitting their bids electronically.

22.2 The Bidder(s) shall enclose the original and each copy of the bid including alternative bids, if permitted in accordance with **ITB Sub-clause 20 (Alternative Bids by the Bidders)**, in separate sealed envelopes, duly marking the envelopes as "**ORIGINAL"** and "**COPY**." The envelopes containing the original and copies shall be enclosed in another envelope.

22.3 The Bidders submitting the bids electronically shall follow the electronic bid submission procedures specified in the **Bid Data Sheet.**

22.4 **The inner and outer envelopes shall**:

22.4.1 Bear the name and address of the Bidder;

22.4.2 Be addressed to the Purchaser at the address given in the **Bid Data Sheet (5.0)**;

22.4.3 Bear the specific **Tender Number** of this bidding process indicated in the **Bid Data Sheet (20.0)**, the **Invitation for Bids (IFB)** and

22.4.4 Bear a statement "DO NOT OPEN BEFORE", as indicated in the **bid data sheet (21.0),** to be submitted on or within the **time and date** specified in the **Bid Data Sheet (21.0)** relating to **ITB Sub-Clause 23.1 (Deadline for Submission of the Bids)**.

22.5 If the outer envelope is not sealed and marked as required by **ITB Sub-Clause 22.4.1 to 22.4.4 (the inner and outer envelopes)**, the Purchaser shall assume no responsibility for the misplacement or premature opening of the bid.

23.0 THE DEADLINE FOR THE SUBMISSION OF THE BIDS.

23.1 The bid(s) shall be received by the Purchaser at the address specified in the **Bid Data Shee**t (**22.0**) relating to **ITB Sub-Clause 22.0 (Sealing and Marking of Bids)** no later than the time and date specified in the **Bid Data Sheet (21.0)**.

23.2 The Purchaser may, at its discretion, extend the deadline for the submission of the bids by amending the Bidding Documents in accordance with **ITB Sub-Clause 12.2 (Extension of the Deadline for Submission of the bids)**, in which case all the rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24.0 THE LATE BIDS.

Any bid(s) received by the Purchaser after the deadline for submission of the bids prescribed by the Purchaser in the Bid Data Sheet pursuant to **ITB Sub- clause 23 (Deadline for Submission of the Bids)** shall be rejected and returned unopened to the Bidder(s).

25.0 MODIFICATION AND WITHDRAWAL OF THE BIDS.

25.1 The Bidder(s) may modify or withdraw their bid(s) after submission, provided that a written notice of the modification, or withdrawal of the bids duly signed by an authorized representative Bidder, is received by the Purchaser prior to the deadline prescribed for submission of the bids.

25.2 **The Bidder's modification shall be prepared, sealed, marked, and dispatched as follows**:

25.2.1 The Bidder shall provide an original and the number of copies specified in the **Bid Data Sheet (23.0)** of any modifications to its bid, clearly identified as such, in two inner envelopes duly marked "**BID MODIFICATION-ORIGINAL**" and "**BID MODIFICATION-COPIES**." The inner envelopes shall be sealed in an outer envelope, which shall be duly marked "**BID MODIFICATION**."

25.2.2 Other provisions concerning the marking and dispatch of bid modifications shall be in accordance with **ITB Sub-Clauses 22.2 and 22.3 (Sealing and Marking of the Bids)**.

25.2.3 **A Bidder wishing to withdraw its bid shall notify the Purchaser in writing prior to the deadline prescribed for bid submission. A withdrawal notice shall be received prior to the deadline for submission of the bids. The notice of withdrawal shall**:

25.2.3.1 Be addressed to the Purchaser at the address named in the **Bid Data Sheet (24.0)**,

25.2.3.2 Bear the specific identification of the bidding process (Contract name), the IFB title and IFB number, and the words "**BID WITHDRAWAL NOTICE**," and

25.2.3.3 Be accompanied by a written power of attorney authorizing the signatory of the withdrawal notice to withdraw the bid.

25.4 The bids requested to be withdrawn in accordance with **ITB Sub-Clause 25.3 (Modification and Withdrawal of the Bids)**, shall be returned unopened to the Bidder(s).

25.5 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in **ITB Sub-clause 18 (Period of Validity)**. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's bid security; pursuant to **ITB Sub-Clause 19.6 (The bid security may be forfeited)**.

26.0 THE BIDS OPENING.

26.1 The Purchaser shall open all the bids, including withdrawal notices and modifications, in public, in the presence of Bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the **Bid Data Sheet (25.0)**. The Bidders' representatives shall sign a register as proof of their attendance.

26.2 The envelopes marked "**WITHDRAWALS"** shall be read out and the envelope with the corresponding bid shall not be opened but returned to the Bidder. No bid withdrawal notice(s) shall be permitted unless the corresponding withdrawal notice is read out at bid(s) opening. Envelopes marked "**MODIFICATION**" shall be read out and opened with the corresponding bid(s).

26.3 The Bids shall be opened one at a time, reading out, the name of the Bidder and whether there is a modification, the bid price of each item or lot, as the case may be, including discounts and alternative offers, if allowed in the Bid Data Sheet; the presence or absence of a bid security, if required; the presence or absence of requisite powers of attorney; and any other such details as the Purchaser may consider appropriate. No bid(s) shall be rejected during the bid opening except for late bids pursuant to **ITB Sub-Clause 24.0 (the late bids)**.

26.4 The bids and modifications sent pursuant to **ITB Sub-Clause 25.2 (Modification and Withdrawal of the Bids)** that are not opened and read out at the bids opening shall not be considered further for evaluation, irrespective of the circumstances.

26.5 The Purchaser shall prepare the minutes of the bids opening within 5 working days after the end of the opening session, including, as a minimum, the name of the Bidder and whether there was a withdrawal or

modification, the bid price, including any discounts or alternatives offered if permitted, the presence or absence of a bid security, the presence or absence of requisite powers of attorney.

26.6 The Chairperson of the Procurement Committee shall sign the minutes. The minutes shall be distributed to all the Bidders who request them.

27.0 CLARIFICATION(S) ON THE BIDS.

During the evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted, except to correct arithmetic errors identified by the Purchaser in the evaluation of the bids, in accordance with **ITB Sub-Clause 30.1 (correction of the errors)**.

28.1 The information relating to the examination, clarification, evaluation, and comparison of the bids, and recommendations for the award of a Contract shall not be disclosed to the bidders or any other persons not officially concerned with such process until the notification of Contract award is made to all the Bidders.

28.2 Any effort by the Bidder (s) to influence the Purchaser in the Purchaser's bid evaluation, bid comparison, or contract award decisions **shall** result in the rejection of the Bidder's bid.

28.3 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to its bid, it should do so in writing.

29.0 **Examination of the Bids and Determination of Responsiveness**.

29.1 The Purchaser shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. In the case where a prequalification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, the Purchaser shall ensure that each bid is from a prequalified Bidder.

29.2 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the other Bidders.

29.3 Prior to the detailed evaluation, pursuant to **ITB Sub- clause 32 (Evaluation and Comparison of Bids)**, the Purchaser shall determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is the one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionality, or reservations. A material deviation, exception, objection, conditionality, or reservation is one:

29.3.1 That limits in any substantial way the scope, quality, or performance of the Goods and related Services.

29.3.2 That limits, in any substantial way, what is inconsistent with the Bidding Documents, the Purchaser's rights or the successful Bidder's obligations under the Contract; and

29.3.3 That the acceptance of which would unfairly affect the competitive position of the other Bidders who have submitted substantially responsive bids.

29.4 If a bid is not substantially responsive, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder(s) by correction of the nonconformity. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

30.0 CORRECTION OF ERRORS.

The Arithmetical errors shall be rectified as follows. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit or subtotal price shall prevail. If there is a discrepancy between subtotals and the total price, the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of errors, its bid shall be rejected.

31.0 CONVERSION TO SINGLE CURRENCY.

31.1 To facilitate evaluation and comparison, the Purchaser shall convert all the bid prices expressed in the various currencies in which they are payable to either:

31.1.1 The currency of the Purchaser's country at the selling exchange rate established for similar transactions by the Commercial Bank in the Purchaser's country.

or

31.1.2 a currency widely used in international trade, such as U.S. dollars, at the selling rate of exchange published in the international press for the amount payable in foreign currency, and at the selling exchange rate established for similar transactions by the Commercial Bank in the Purchaser's country for the amount payable in the currency of the Purchaser's country.

31.2 The currency selected for converting the bid(s) prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the **Bid Data Sheet (26.0)**.

32.0 EVALUATION AND COMPARISON OF THE BIDS.

32.1 The Purchaser shall evaluate and compare the bids that have been determined to be substantially responsive, pursuant to **ITB Sub-Clause 29 (Examination of the Bids and Determination of Responsiveness)**.

32.2 The Purchaser shall first carry out the evaluation of the bids by analysing the Eligibility, Pursuant to **ITB Sub-Clause 4.0 (Eligibility)**, of the Medical Devices being submitted for tendering purposes. Specifically, the Purchaser shall determine whether the Medical Devices tendered have been approved by the Purchaser through the Pre-Qualification Activities managed by the Purchaser pursuant to the **ITB Sub-Clause 4.1 (Eligible Medical Devices to be tendered by the Bidder)**.

32.3 The Purchaser shall seriously consider and compare the **lead time** (the time from the receipt of the Call-Of-Order or the Purchaser Order by the Bidder or the Supplier and the receipt of the Medical Devices ordered by the Purchaser) required by the Purchaser, as indicated in the **Schedule of Requirements (as indicated in the sample Forms of Section VII** and the **Lead time** promised and indicated by the Purchaser when filling the **Pricing Schedule as indicated in the sample Forms of Section VII).** The Purchaser shall apply the discretionary measures when awarding or not awarding a bid from the Bidder with a lead time beyond or longer than that expected in the **Schedule of Requirements.** In the case of a Bidder who has been contracted to supplier the Medical Devices to the Purchaser before, the Purchaser shall apply the lead time analysis calculated by the Purchaser when discretional measures are considered for the award of the product on the basis of the lead time.

32.4 Having determined the eligibility of the Medical Devices tendered, pursuant to **ITB Sub-Clause 32.2** above, the Purchaser shall determine the bid(s) prices in terms of the required incoterms, pursuant to **ITB Sub-Clause 16.2 (incoterms applicable)**.

32.5 The Purchaser shall also consider all the other factors that are listed on the Pricing schedule as it appears on **Section VII (the sample forms)**.

32.6 Additional factors, **if any**, which shall be considered for evaluation and comparison of the bids shall be indicated in the **Bid Data sheet (27.0)**.

32.7 All the factors needed for evaluation from **ITB Sub-Clause 32.1 to 32.4** shall be listed in the adjudication tables and finally presented for consideration by the Procurement Committee.

33.0 DOMESTIC PREFERENCE.

33.1 If indicated in the Bid Data Sheet and for the purpose of bid comparison, the Purchaser shall grant a margin of preference to Goods manufactured in the Purchaser's country. This margin of preference shall be granted in accordance with the procedures outlined in subsequent paragraphs, provided the Bidder shall have established to the satisfaction of the Purchaser that its bid complies with the criteria specified in **ITB Sub-Clause 15.1.1 to 15.1.4 (Categorization of the bids for the Purpose of the Margin of Preference)**

33.2 The Purchaser shall first review the bids to confirm the appropriateness of, and to modify if necessary, the bid group classification to which Bidders assigned their bids in preparing their Bid Forms and Price Schedules.

33.3 All evaluated bids in each group shall then be compared among themselves to determine the lowest evaluated bid of each group. The lowest evaluated bid of each group shall next be compared with the lowest evaluated bids of the other groups. If this comparison results in a bid from Group A or Group B or Group C being the lowest, it shall be selected for Contract award.

33.4 If, as a result of the preceding comparison, the lowest evaluated bid is from Group D, all Group D bids shall then be further compared with the lowest evaluated bid from Group A, after adding to the evaluated bid price of the imported Goods offered in each Group C bid, for the purpose of this further comparison only, a flat rate of fifteen percent (15%) of the DDP Mafeteng, Lesotho bid price of such Goods. The same will be done to compare with bids from Group B and later C and the rate will be ten percent (10%) for Group B and five percent (5%) for Group C of the DDP Mafeteng, Lesotho bid price of such Goods.

Domestic preference shall be applied only to those items indicated in the Schedule of Requirements that meet the criteria under **ITB Sub-Clauses 15.1.1 to 15.1.3 (Group A above 51%, Group B 31%-50%, Group C 10%-30%)**.

If the Group A or Group B or Group C bid in the further comparison is the lowest, it shall be selected for award. If not, the lowest evaluated bid from Group D, as determined from the comparison under ITB Sub-Clause 33.3 above, shall be selected for award.

34.0 Post qualification of the Bidders.

34.1 If the lowest evaluated bid, pursuant to **sub-clause 32 (Evaluation and comparison of the bids)**, is from the Bidder that has not been Pre-Qualified pursuant to **sub-clause 4.1 (Eligible Medical Devices to be tendered by the Bidder),** the Purchaser shall use the discretional measures to award or not to award such a product. If the Purchaser decides to award the product, the Purchaser shall enter in to the contract only when ALL the Pre-Qualification processes have been concluded**.**

34.2 Subject to **ITB sub-clause 34.1 (Post Qualification of the Bidders) above**, the Purchaser shall not award a contract to any of the Bidder(s) who have not submitted the Medical Devices for prequalification pursuant to **ITB Sub-Clause 4.1 (Eligible Medical Devices to be tendered by the Bidder)**.

34.3 The Purchaser shall carry out the post qualification of the Bidders and or the Suppliers who participated in the previous tenders managed by the Purchaser in terms of how the Bidders and or the suppliers performed in terms of the contract(s) that was awarded. The post qualification evaluation criteria shall be indicated in the **Bid Data sheet (28.0)**. The award of the contract to the Bidder for any of the product(s) shall be informed by the outcome of the post qualification based on the contract performance indicated in this **ITB Sub- Clause 34.2**.

35.0 AWARD CRITERIA.

Pursuant to **ITB Sub-Clauses 32 (Evaluation and Comparison of the Bids), 33 (Domestic Preference), and 38 (Notification of award)**, the Purchaser shall award the Contract to the Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined, through the Post Qualification, to be qualified to perform the Contract satisfactorily, pursuant to **ITB Sub-Clause 34 (Post qualification of the Bidders)**. The supply of the Medical Devices to the Purchaser, by the Bidder, shall be done by the Bidder to the Purchaser only when the Bidder has been given an authorized Purchase order by the Purchaser. The authorized Purchase order shall be done in line with the supply contract signed by the Purchaser and the Bidder.

36.0 THE PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL THE BIDS.

The Purchaser reserves the right to accept or reject any bid, or to annul the bidding process and reject all the bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders.

37.0 THE PURCHASER'S RIGHT TO VARY THE QUANTITIES AT TIME OF AWARD.

The Purchaser reserves the right at the time of Contract award to increase or decrease, by the percentage indicated in the **Bid Data Sheet (29.0)**, the estimated quantity of the Medical Equipment, beyond those that were original specified in the Schedule of Requirements, and without any change in unit price or other terms and conditions, that shall inform and or be part of the contract between the Purchaser and the Bidder.

38.0 NOTIFICATION OF AWARD.

38.1 **Bid(s) Stand-Still Period**.

38.1.1 Prior to the expiration of the period of bid validity, there shall be a bid stand-still period, during which the Purchaser shall notify all the Bidders in writing by registered letter or by cable about its intention to enter into contract with a successful Bidder(s), and invite any objections to the intention with reasons supported by the evidence to the objection within 15 working days.

38.1.2 At the end of the bid stand-still period, provided there are no substantial objections, the Purchaser shall notify the successful Bidder(s) in writing by registered letter or by cable, to be subsequently confirmed in writing by registered letter, that its bid has been accepted.

38.2 The notification of award will constitute the formation of the Contract.

38.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to **ITB Sub-clause 40 (Performance Security)**, the Purchaser shall promptly notify each unsuccessful Bidder(s) and shall discharge its bid security, pursuant to **ITB Sub- clause 19 (Bid Security)**.

38.4 **Debriefing and Publishing of the results.**

38.4.1 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.

38.4.2 Moreover, all the bidders shall, pursuant to **ITB Sub-Clause 38.4**, be granted an opportunity to a post-tender debriefing, during which the Purchaser shall advise unsuccessful bidders of the reasons for their lack of success and successful bidders of any areas where their tender was not as strong as it might have been and where they can improve for the future.

38.4.3 The Purchaser shall publish the results of the bids on the Purchaser's Website: www.ndso.co.ls. Information shall also be sent electronically or by mail to all the bidders and shall include, but not be more than, the following: **Product Description, Unit Pack and the Award Price**. After publication of the award, unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall grant an opportunity for the debriefing to any unsuccessful or successful Bidder who, after Publication of contract award, requests a debriefing.

39.0 SIGNING OF THE CONTRACT.

39.1 Promptly after the Purchaser notifies the successful Bidder(s) that its bid has been accepted, the Purchaser shall send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.

39.2 Within fifteen (15) working days of being notified about the contract and receipt of the Contract Form, the successful Bidder shall sign and date the Contract Form and return it to the Purchaser.

40.0 PERFORMANCE SECURITY.

40.1 Within fifteen (15) working days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, using the Performance Security Form provided in the Bidding Documents or in another form acceptable to the Purchaser.

40.2 Failure of the successful Bidder to comply with the requirement of **ITB Sub- clause 39 (Signing of the contract) or ITB Sub-Clause 40.1 (Performance Security)** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next-lowest evaluated bid submitted by a qualified Bidder or call for new bids.

SECTION II: BID DATA SHEET

Bid Data Sheet

The following specific data for the Medical Devices to be procured shall complement, supplement, or amend the provisions in the **Instructions to Bidders (ITB)**. Whenever there is a conflict, the provisions in the Bid Data Sheet (BDS) shall prevail over those in the ITB.

1.0 **ITB 2.1**; Source of Funds; Estimated Value of the Medical Equipment.

USD2,081,989.19 or LSL39,557,794.64

2.0 **ITB 4.1.** Eligible Medical Devices to be tendered by the Bidder.

All Potential Bidders whose companies are legally registered.

3.0 **ITB 5.0**; The National Procurement Legislation from the Purchaser's Country; the relevant legislation(s).

Public Procurement Act, 2023

4.0 **ITB 6.0, ITB 14.5 & ITB 14.7**; Additional Documents Proofing the eligibility of the Bidder & Documents Constituting the bid; Additional Documents Proofing the eligibility of the Bidder and the Medical Equipment.

Tax Clearance and Traders License are required

5.0 **ITB 11.0, 22.4.2 & 25.2.3.1**; Clarification of the Bidding Documents, Sealing and Marking of the bids & Modification and withdrawal of the bids; The Purchaser's Address.

The Purchaser's Physical Address: of

National Drug Service Organization
Main South One Road
Mafeteng-Lesotho.

The Purchaser's Postal Address is.

National Drug Service Organization
P.O. Box 1167
Mafeteng 900
Lesotho.

6.0 **ITB 16.2**; Bids Prices; The Incoterms that shall be used by the Bidders.

DDP NDSO Mafeteng, Lesotho incorterms©2010 excluding the costs of duties and taxes and the risks of import customs documentation

7.0 **ITB 16.3**; Bids prices; the maximum percentage price adjustment, if allowed.

The prices per item quoted by the Bidder shall be fixed and thus NO price adjustment is allowed in this tender

8.0 **ITB 17.1**; Currency of the bids; the currency to be used by the Bidder(s) for the Medical Devices from outside the Purchaser's Country and the Rand Monetary Countries & the list of Rand Monetary Countries.

Republic of South Africa, The Kingdom of Swaziland, the kingdom of Lesotho and Namibia are the Rand Monetary Countries. The Bidders from these Countries, with the exception the kingdom of Lesotho, which are referred to as Rand Monetary Countries shall submit their bids in South African Rand. The Bidders from the Kingdom of Lesotho shall submit their bids in Maloti

9.0 **ITB 17.2**; Currency of the bids; the currency to be used by the Bidder(s) for the Medical Devices from within the Purchaser's Country.

The Bidders from the Kingdom of Lesotho shall submit their bids in Maloti

10.0 **ITB 17.3**; Currency of the bids; the currency to be used by the Bidder(s) from the Rand Monetary Countries.

The Bidders from the Rand Monetary Area shall submit their bids in South African Rand

11.0 **ITB 18.1**; The Period of Bid(s) Validity; The period for which the bids are to remain valid.

The bids validity period shall be ninety (90) days after the deadline for bids submission as specified in ITB sub-clause 23 (Deadline for submission of the Bids). Accordingly, each bid shall be valid from the 14th December, 2023, which is the deadline until the 13th March, 2024.

Bid security must be valid twenty-eight (28) days after the end of the bid validity od. Accordingly, a bid with a bid security that expires before 10th April, 2024 shall be rejected as non-responsive.

12.0 **ITB 18.3**; the tender validity period; the period during which the Purchaser and the Supplier shall be in contractual obligation for the **Ordering, Supply** and **Delivery** of the Medical Devices on contract.

The tender validity period shall be fifteen months after the Purchaser has signed the Supply contract

13.0 **ITB 19.1**; the bid(s) Security; the specified and the amount of the bid security.

The amount of bid security shall be two (2) % of the total bid amount of the bid as indicated on the Bid Form

14.0 **ITB 19.3.3**; The Bid(s) Security; another Form of the bid(s) security.

There is no other form of bid security approved by the Purchaser

15.0 **ITB 19.6.2**; The Bid(s) Security; the time within which the successful Bidder(s) must have signed the contract and or furnished the performance security.

The Bidder shall forfeit the bid security if the Bidder has NOT signed the contract, returned the contract to the Purchaser and submitted the performance security within sixty (60) days of receipt of the contract from the Purchaser

16.0 **ITB 20.0; Alternative bids by the Bidder**.

The Purchaser shall NOT accept alternative bids EXCEPT where the Bidder submit a bid with an option of either sea freight or airfreight

17.0 **ITB 21.1**; Format and Signing of the bids. The number of copies that the Bidders shall submit along with the Original bid.

The Bidder shall submit one original and one copy of the Original bid

18.0 **ITB 22.1**; Sealing and Marking of the Bids; indicate if the Bidders have an option of submitting their bids electronically.

Electronic bid(s) submission shall not be acceptable

19.0 ITB 22.3; Sealing and Marking of the bids; the electronic bids submission procedure.

Electronic bid submission procedure is NOT APPLICABLE because electronic bid submission is not acceptable

20.0 ITB 22.4.3; Sealing and Marking of the Bids; the Specific Tender Number.

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21.0 **ITB 22.4.4 & ITB 23.1**; The deadline for the submission of the Bids & Sealing and Marking of the Bids; "DO NOT OPEN BEFORE"; The bids Closing date; "to be submitted on or before"; the date and the time on or before which the bids must be submitted.

The deadline for submission of the bids is Thursday the 14th December, 2023. The time on or before which the bids MUST have been deposited in the tender box is 14hrs 00 Minutes

22.0 **ITB 23.1**; The deadline for the submission of the bids; the address of the bids submission.

The address for the bids submissions is:

NDSO Procurement Committee
National Drug Service Organization
Main South One Road
Mafeteng-Lesotho

23.0 ITB 25.2.1; Modification and Withdrawal of the Bids; the number of copies of the Modifications, if any, to be submitted along with the original bid.

One Original and **one** copy

24.0 **ITB 25.2.3.1**; Modification and Withdrawal of the bids; the modifications and withdrawals shall be addressed to:

The address for sending the withdrawals or Modifications is:

NDSO Procurement Committee
National Drug Service Organization
Main South One Road

Mafeteng-Lesotho

25.0 **ITB 26.1**; The Bids Opening; the place where the bids opening will be held.

The date for the bids opening shall be on Thursday 14th December, 2023 at 14hrs 30 minutes at Procurement Board Room-NDSO, Main South One Road, Mafeteng, Lesotho.

26.0 **ITB 31.2**; Conversion to single currency; the currency that shall be used by to convert the bids in to in to a single currency for ease of adjudication.

The currency for bids conversion shall be Maloti which is normally equivalent to the South African Rand using the prevalent foreign exchange rate as published by the Standard Lesotho Bank on the bids Opening date

27.0 **ITB 32.6**; Evaluation and Comparison of the Bids; additional factors, if any, that shall be considered for the evaluation and comparison of the bids.

The Purchaser shall not apply any additional evaluation criteria on evaluation of this tender

28.0 ITB 34.3; Post Qualification of the Bidders; the post qualification criteria.

In addition the Purchaser shall consider the following:

28.1 The Lead Time Analysis, where the Purchaser shall consider the ACTUAL time it took the Supplier to supply the Medical Devices from the time the Supplier was given the Call-Of-Order. A performance within the lead time indicated by the Bidder on the Price Schedule shall be considered as a GOOD Performance by the Purchaser and shall inform the decision by the Purchaser to continue the award of the Medical Devices to the Bidder. A performance beyond the Lead time indicated by the Bidder on the Price Schedule shall be considered as a POOR performance and such a Bidder shall be considered a RISK in terms of the supply to the Purchaser.

28.2 Incidence(s) of Quality defects of any of the Medical Devices that were supplied by the Bidder will result with that Bidder as a Quality Risk and the Purchaser shall apply DISCRETIONAL MEASURES when awarding further Medical Devices to that Bidder.

28.3 The expression of an opinion, from the Purchaser's Procurement Department will also inform the classification of a Bidder in terms of RISK.

28.4 The Bidder classified as a RISK shall not be awarded any of the Medical Devices that the Purchaser feels that failure of supply in terms of QUALITY or DELAYS shall result with the failure of supply of such product(s) to the Health facilities in the Purchaser's Country.

29.0 **ITB 37.0**; The Purchaser's right to vary the quantities at the time of award; the percentage by which the quantities of the Medical Devices to be in the contract can be varied by the Purchaser.

The Purchaser shall award 100% of the line items for the Medical Devices to the Bidder whose line item has been evaluated as the lowest bid in terms of prices. The Purchaser shall further apply the discretional measure on award of the line item of the Medical Devices to consider the lead time indicated by the Bidder, the lead time calculated by the Purchaser based on the experience of the Purchasers and the supply record of the Bidder].

SECTION III: GENERAL CONDITIONS OF CONTRACT

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Some of the Sub- Clauses in the General Conditions of Contract have to be read along with the corresponding Sub-Clauses in the Special Conditions of Contract, which are indicated with SCC (number) eg SCC (8.0). In this case the corresponding Sub-Clause in the General Conditions of Contract have to be read along Special Conditions Sub-Clause 8.0

1.0 DEFINITIONS.

1.1 In this Contract, the following terms shall be interpreted as indicated below:

1.1.1 "**Call-of-Orders**" means an order issued by the Purchaser for the purchase of specified quantities of the Supplies under a framework contract.

1.1.2 "The **Contract**" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.1.3 "The **Contract Price**" means the accepted stated price for items described in the Contract, or less than such price, throughout the full period of the Contract and for any and all quantities purchased during that Contract period.

1.1.4 "**Day**" means calendar day.

1.1.5 "**Effective Date**" means the date on which this Contract becomes effective pursuant to GCC Clause 6.2.

1.1.6 "**Eligible Country**" means the countries not barred from trading with Lesotho by the Lesotho Government.

1.1.7 "**End User**" means the organization(s) where the goods will be used, as named in the **SCC** (**1.1**).

1.1.8 "**Framework Contract**" means a contract arrangement for an estimated quantity or minimum value of Supplies at fixed rates, where actual quantities are purchased by means of call-off orders and payment is made for the actual quantities delivered.

1.1.9 "**GCC**" mean the General Conditions of Contract contained in this section.

1.1.10 "**The Medical Equipment**" means all of the pharmaceuticals, Medical Equipment, Nutritional Supplements, Oral and injectable forms of contraception, vaccines, HIV/AIDS Products (ARVs and Medicines for Opportunistic Infections), Anti-tuberculosis Medicines and condoms that the Supplier is required to supply to the Purchaser under the Contract.

1.1.11 "**The Purchaser**" means the organization purchasing the Goods, as named in the **SCC (2.0)**

1.1.12 "The **Purchaser's country**" is the country named in the **SCC (3.0)**

1.1.13 "**Rand Monetary Countries**" are the Republic of South Africa, The Kingdom of Lesotho, The Kingdom of Swaziland and Namibia.

1.1.14 "**Registration Certificate**" means the certificate of registration or other documents in lieu thereof establishing that the Goods supplied under the Contract are registered for use in the Purchaser's country in accordance with the Applicable Law.

1.1.15 "**Response Time**" means the period for delivery of the Supplies DDP NDSO, Mafeteng, Lesotho Incoterms®2010. Excluding the COSTS of duties and taxes and the RISKS of import customs documentation, calculated from the date of a confirmed order.

1.1.16 "**SCC**" means the Special Conditions of Contract.

1.1.17 "The **Services**" means those services ancillary to the supply of the Medical Equipment, such as transportation and insurance, and any other incidental services, such as provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

1.1.18 "The **Site**," where applicable, means the place or places named in the **SCC (4.0)**

1.1.19 "The Supplier" means the individual or firm supplying the Medical Devices and Services under this Contract, as named in the **SCC (5.0)**

1.1.19 "The Tender Validity Period" means the time period during which the Purchaser has the contractual obligation to place the Call-Of-Orders for the Medical Devices Awarded to the Supplier when there is a demand for any and or all the products under

the contract with the Purchaser**".** Beyond the Tender Validity Period, the Purchaser shall not have any contractual obligation to place the Call-Of-Orders to the supplier.

2.0 APPLICATION.

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3.0 COUNTRY OF ORIGIN.

3.1 Bidders shall specify the country of origin for each item to be supplied under the Contract(s).

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

3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

4.0 STANDARDS.

The Medical Devices supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Medical Equipment' country of origin. Such standards shall be the latest issued by the concerned institution.

5.0 USE OF CONTRACT DOCUMENTS AND INFORMATION.

5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection

therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Sub-Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Sub-Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

6.0 CERTIFICATION OF GOODS IN ACCORDANCE WITH LAWS OF THE PURCHASER'S COUNTRY.

6.1 If required under the Applicable Law, the Medical Devices supplied under the Contract shall be registered for use in the Purchaser's country. The Purchaser undertakes to cooperate with the Supplier to facilitate registration of the Goods for use in the Purchaser's country.

6.2 Unless otherwise specified in the **SCC**, the Contract shall become effective on the date ("the Effective Date") that the Supplier receives written notification from the relevant authority in the Purchaser's country that the Goods have been registered for use in the Purchaser's country.

6.3 If thirty (30) days, or such longer period specified in the **SCC**, elapse from the date of Contract signing and the Contract has not become effective pursuant to **Sub-Clause 6.2** above, then either party may, by not less than seven (7) days' written notice to the other party, declare this Contract null and void. In such event, the Supplier's performance security shall be promptly returned.

7.0 PATENT RIGHTS.

The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.

8.0 PERFORMANCE SECURITY.

8.1 Within fifteen (15) working days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount and **Manner** specified in the **SCC (7.0 & 8.0)**

8.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

8.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the following forms:

8.3.1 a bank guarantee issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the format provided in the Bidding Documents or another format acceptable to the Purchaser; or

8.3.2 a cashier's or certified check.

8.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC (8.0)**.

9.0 INSPECTIONS AND TESTS.

9.1 The Purchaser or its representative shall have the right to inspect and/or to test the Medical Devices to confirm their conformity to the Contract specifications. The **SCC** and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier

in writing, in a timely manner, of the identity of any representatives retained for these purposes.

9.1.1 Said inspection and testing is for the Purchaser's account. In the event that inspection and testing is required prior to dispatch, the Medical Devices shall not be shipped unless a satisfactory inspection and quality control report has been issued in respect of those Medical Equipment.

9.1.2 The Supplier may have an independent quality test conducted on a batch ready for shipment. The cost of such tests will be borne by the Supplier.

9.1.3 Upon receipt of the Medical Devices at place of final destination, the Purchaser's representative shall inspect the Medical Devices or part of the Medical Devices to ensure that they conform to the condition of the Contract and advise the Purchaser that the Medical Devices were received in apparent good order. The Purchaser will issue an Acceptance Certificate to the Supplier in respect of such Medical Devices (or part of the Medical Equipment). The Acceptance Certificate shall be issued within ten (10) days of receipt of the Medical Devices or part of the Medical Devices at place of final destination.

9.2 Where the Supplier contests the validity of the rejection by the Purchaser or his representative, of any inspection as required by 9.1.3 above conducted before shipment or at ultimate destination, whether based on product or packing grounds, a sample drawn jointly by the Supplier and Purchaser or his or her representative and authenticated by both, will be forwarded for umpire analysis within four weeks of the time the Supplier contests to an independent agency mutually agreed by the Purchaser and Supplier. The umpire's finding, which will be promptly obtained, will be final and binding on both parties. The cost of umpire analysis will be borne by the losing party.

10.0 PACKING.

10.1 The Supplier shall provide such packing of the Medical Devices as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt,

and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

10.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC (9.0-9.6)** or Technical Specifications, and in any subsequent instructions ordered by the Purchaser.

11.0 DELIVERY AND DOCUMENTS.

11.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in the **SCC (10.0-10.3)**

11.2 For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "DDP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.

11.3 Documents to be submitted by the Supplier are specified in the **SCC (10.0-10.3)**. Incoterms provides a set of international rules for the interpretation of the more commonly used trade terms.

12.0 INSURANCE.

12.1 The Medical Devices supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the **SCC (11.0)**.

12.2 Where delivery of the Medical Devices is required by the Purchaser on a CIF or DDP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. Where delivery is on an FOB or FCA basis, insurance shall be the responsibility of the Purchaser.

13.0 TRANSPORTATION.

13.1 Where the Supplier is required under Contract to deliver the Medical Devices FOB, transport of the Medical Equipment, up to and including the point of putting the Medical Devices on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Medical Devices FCA, transport of the Medical Devices and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

13.2 Where the Supplier is required under Contract to deliver the Medical Devices DDP, transport of the Medical Devices and port clearance formalities (excluding payment of duty) to the named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

13.3 Where the Supplier is required under the Contact to transport the Medical Devices to a specified place of destination within the Purchaser's country, defined as the Site, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

13.4 Where the Supplier is required under Contract to deliver the Medical Devices CIF or DDP, no restriction shall be placed on the choice of carrier. Where the Supplier is required under Contract (a) to deliver the Medical Devices FOB or FCA, and (b) to arrange on behalf and at the expense of the Purchaser for international transportation on specified carriers or on national flag carriers of the Purchaser's country, the Supplier may arrange for such transportation on alternative carriers if the specified or national flag carriers are not available to transport the Medical Devices within the period(s) specified in the Contract.

14.0 INCIDENTAL SERVICES.

14.1 The Supplier shall provide such incidental services, if any, as are specified in the **SCC (12.0)**.

14.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Medical Equipment, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

15.0 WARRANTY.

15.1 All the Medical Devices must be of fresh manufacture and must bear the dates of manufacture and expiry.

The Supplier further warrants that all the Medical Devices supplied under the Contract will have remaining a minimum of five-sixths (5/6) of the specified shelf life upon delivery at port/airport of entry for the Medical Devices with a shelf life of more than two years and that the Purchaser can only accept the Medical Devices with a minimum shelf life of two (2) years unless there was a prior agreement between the Supplier and the Purchaser for The Medical Devices with a shelf life of less than two years, and unless otherwise specified in the **SCC (13.0)**; have "overages" within the ranges set forth in the Technical Specifications, where applicable; are not subject to recall by the applicable regulatory authority due to unacceptable quality or an adverse reaction; and in every other respect will fully comply in all respects with the Technical Specifications and with the conditions laid down in the Contract.

15.2 The Purchaser shall have the right to make claims under the above warranty for three months after the Medical Devices have been delivered to the final destination indicated in the Contract. Upon receipt of a written notice from the Purchaser, the Supplier shall, with all reasonable speed, replace the defective Medical Devices without cost to the Purchaser. The Supplier will be entitled to remove, at his own risk and cost, the defective Medical Devices once the replacement Medical Devices have been delivered.

15.3 In the event of a dispute by the Supplier, a counter-analysis will be carried out on the manufacturer's retained samples by an independent neutral laboratory agreed by both the Purchaser and the Supplier. If the counter-analysis confirms the defect, the

cost of such analysis will be borne by the Supplier as well as the replacement and disposal of the defective Medical Equipment. In the event of the independent analysis confirming the quality of the product, the Purchaser will meet all costs for such analysis.

15.4 If, after being notified that the defect has been confirmed pursuant to GCC Sub-Clause 15.2 above, the Supplier fails to replace the defective Medical Devices within the period specified in the **SCC (13.0)**, the Purchaser may proceed to take such remedial action as may be necessary, including removal and disposal, at the Supplier's risk and expense and without prejudice to any other rights that the Purchaser may have against the Supplier under the Contract. The Purchaser will also be entitled to claim for storage in respect of the defective Medical Devices for the period following notification and deduct the sum from payments due to the Supplier under this Contract.

15.5 Recalls. In the event any of the Medical Devices are recalled, the Supplier shall notify the Purchaser within fourteen (14) days, providing full details of the reason for the recall and promptly replace, at its own cost, the items covered by the recall with the Medical Devices that fully meet the requirements of the Technical Specification and arrange for collection or destruction of any defective Medical Equipment. If the Supplier fails to fulfill its recall obligation promptly, the Purchaser will, at the Supplier's expense, carry out the recall.

16.0 PAYMENT.

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the **SCC (14.0-14.2)**.

16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the **Medical Devices** delivered and Services performed, and by documents submitted pursuant to GCC Clause 11(**Delivery and Documents**), and upon fulfillment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier.

16.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in the **SCC (14.0-14.2)** subject to the following general principle: Payment will be made in the currency or a currency in which the payment has been requested in the Supplier's bid.

16.5 All payments shall be made in the currency or currencies specified in the **SCC (14.0-14.2)** pursuant to GCC 16.4.

17.0 PRICES.

17.1 Prices charged by the Supplier for the Medical Devices delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC (15.0-15.2)** or in the Purchaser's request for bid validity extension, as the case may be.

18.0 CHANGE ORDERS.

18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC **Clause 31 (Notices)**, make changes within the general scope of the Contract in any one or more of the following:

18.1.1 Specifications, where the Medical Devices to be furnished under the Contract are to be specifically manufactured for the Purchaser;

18.1.2 The method of shipment or packing;

18.1.3 The place of delivery; and/or

18.1.4 The Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

19.0 CONTRACT AMENDMENTS.

19.1 Subject to GCC Clause 18 (change orders), no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20.0 ASSIGNMENT.

The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.

21.0 DELAYS IN THE SUPPLIER'S PERFORMANCE.

21.1 Delivery of the Medical Devices and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

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

21.3 Except as provided under GCC **Clause 24(Force Majeure)**, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC **Clause 22(Liquidated Damages)**, unless an extension of time is agreed upon pursuant to GCC Clause 21.2(**Delays in the Supplier's Performance**) without the application of liquidated damages.

22.0 LIQUIDATED DAMAGES.

Subject to GCC Clause 24 (**Force Majeure**), if the Supplier fails to deliver any or all of the Medical Devices or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC (16.0-16.3)** of the delivered price of the delayed Medical Devices or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the **SCC (16.0-16.3)**. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC **Clause 23 (Termination for Default)**.

23.0 TERMINATION FOR DEFAULT.

23.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

23.1.1 if the Supplier fails to deliver any or all of the Medical Devices within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC **Clause 21 (Delays in the Supplier's Performance)**; or

23.1.2 if the Medical Devices do not meet the Technical Specifications stated in the Contract; or

23.1.3 if the Supplier fails to provide any registration or other certificates in respect of the Medical Devices within the time specified in the Special Conditions.

23.1.4 if the Supplier, 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 procurement process or in Contract execution.

"**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.

23.1.5 if the Supplier fails to perform any other obligation(s) under the Contract.

23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC **Clause 23.1 (Termination for default)**, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, the Medical Devices or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Medical Devices or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

24.0 FORCE MAJEURE.

24.1 Notwithstanding the provisions of GCC **Clauses 21(Delays in the Supplier's Performance), 22(Liquidated Damages), and 23(Termination for Default)**, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

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

25.0 TERMINATION FOR INSOLVENCY.

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

26.0 TERMINATION FOR CONVENIENCE.

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

26.2 The Medical Devices that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Medical Equipment, the Purchaser may elect:

26.2.1 to have any portion completed and delivered at the Contract terms and prices; and/or

26.2.2 to cancel the remainder and pay to the Supplier an agreed amount for partially completed Medical Devices and Services and for materials and parts previously procured by the Supplier.

27.0 SETTLEMENT OF DISPUTES.

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier 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.

27.2.1 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 Medical Devices under the Contract.

27.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **SCC (17.0-17.2)**.

27.3 Notwithstanding any reference to arbitration herein,

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

27.3.2 the Purchaser shall pay the Supplier any monies due to the Supplier.

28.0 LIMITATION OF LIABILITY.

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to **Clause 7(Patent Rights)**,

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

28.1.1 the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29.0 GOVERNING LANGUAGE.

The Contract shall be written in the language specified in the **SCC (18.0)**. Subject to GCC Clause 30 (Applicable law), the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the same language.

30.0 APPLICABLE LAW.

The Contract shall be interpreted in accordance with the laws of the Purchaser's country, unless otherwise specified in the **SCC (19.0)**.

31.0 NOTICES.

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in the **SCC (20.0)**.

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

32.0 TAXES AND DUTIES.

32.1 A Supplier supplying the Medical Devices from abroad shall be entirely responsible for all taxes, stamp, duties, license fees, and other such levies imposed outside the Purchaser's country.

32.2 A Supplier supplying Goods offered locally shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Medical Devices to the Purchaser.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

SECTION IV: SPECIAL CONDITIONS OF CONTRACT.

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1.0 GCC 1.1.7 the end user:

The end user is the **National Drug Service Organization.**

GCC 1.1.11 THE PURCHASER:

The Purchaser is the **National Drug Service Organization.**

GCC 1.1.12 THE PURCHASER'S COUNTRY:

The Purchaser's Country is **Lesotho.**

GCC 1.1.15 RESPONSE TIME:

Response Time means the period for delivery of the Supplies DDP NDSO, Mafeteng, Lesotho Incoterms®2010. Excluding the COSTS of duties and taxes and the RISKS of import customs documentation, calculated from the date of a confirmed order.

GCC 1.1.18 THE PURCHASER'S SITE.

The Purchaser's site is:

National Drug Service Organization
Main South One Road
Mafeteng, Lesotho

GCC 1.1.19 THE SUPPLIER

The Supplier is [**insert the name of the Supplier**]

THE GENERAL CONDITIONS OF CONTRACT (GCC) SUB-CLAUSES THAT DO NOT HAVE ADDITIONAL SUB-CLAUSES IN THE SPECIAL CONDITIONS OF CONTRACT (SCC).

The sub-clauses listed here below do not have additions in the Special Conditions of Contract (SCC). They only have the provisions in the General Conditions of Contract (GCC) which are applicable and form the basis of this contract.

List of Sub-Clauses without additions on the Special Conditions of Contract	
Sub-Clauses	**Descriptions of the Sub-Clause**
GCC 2.0	Application
GCC 3.0	Country of Origin
GCC 4.0	Standards
GCC 5.0	Use of Contract Documents and Information
GCC 6.0	Certification of Goods in Accordance with the laws of the purchaser's Country
GCC 7.0	Patent Rights
GCC 9.0	Inspection and Tests
GCC 13.0	Transportation
GCC 18.0	Change Orders
GCC 19.0	Contract Amendments
GCC 20.0	Assignment
GCC 21.0	Delays in the Supplier's Performance
GCC 23.0	Termination
GCC 25.0	Termination for insolvency
GCC 26.0	Termination for Convenience
GCC 28.0	Limitation of Liability
GCC 32.0	Taxes and Duties

GCC 8.1 THE AMOUNT OF PERFORMANCE SECURITY.

The Performance security shall be for an amount equal to 5% of the contract amount issued by a reputable bank**.**

GCC 8.1 THE MANNER IN WHICH THE SUPPLIER MUST PREPARE THE PERFORMANCE SECURITY.

The Performance Security shall be made by the Supplier according to the value(s) of the call-of-Orders generated by the Purchaser. The Performance security shall be released by the Purchaser to the Supplier thirty (30) days after the Supplier has supplied the Medical Devices on the Call-of-orders to the satisfaction of the Purchaser.

9.0 GCC 10.2 PACKING.

The special packing requirements are**:**

9.1 Product Containers.

The individual containers should be made of suitable light-heat and water resistant material and be able to withstand rough transport, handling, extreme weather conditions, high humidity etc. The size of containers should be proportional to its content(s). Glass containers will in general not be accepted. Containers should be pilfer-proof**.**

9.2 Inner Packing.

Each container must be securely packed with the content put in sealed polythene bag and sealed with extra solid staples covered with durable tape and strapped with plastic bands to prevent loss or damage to the contents on route.

9.3 Outer Packing

Outer containers must be packed in strong carton material e.g. three-layer carton, sufficient to withstand rough handling and to provide adequate, protection of the contents during all kinds of transportation and extreme weather condition. There must be an extra board on top and bottom to avoid pilferage, or storage up to a height of 5 metres. Each container should contain one product of one specific batch only. The total weight of each individual container should not exceed 40kg.

9.4 Pallets and Batches of the Product(s) Delivered.

9.4.1 The products that are delivered in quantities on a pallet, such a pallet MUST be Euro Pallets whereby the pallet MUST not have more than one different batch on it. The product on a

pallet MUST be shrink- wrapped to hold it together as a Batch on the pallet. The pallets MUST clearly be labelled in terms of:

9.4.1.1 The Description of the product on the Pallet;

9.4.1.2 The Quantities of the Product on the Pallet;

9.4.1.3 The batch on the Pallet; and

9.4.1.4 The Manufacturing and Expiry date of the batch on the pallet.

9.4.2 If the Products delivered cannot make a pallet i.e. the consignment is only few boxes, the batches of the products MUST not be mixed together in one box. Each batch of the product supplied MUST be in a separate box.

9.4.3 If the Supplier delivers products without complying with the requirement in clause 9.4.1 above, the Purchaser will:

9.4.3.1 Inform such a supplier that the products have been delivered without the batches sorted as per requirements of 9.4.1 above**;**

9.4.3.2 Hire the Daily Paid Workers to sort the products in to batches prior to receipt in to Purchaser's ERP System;

9.4.3.3 Inform the Supplier of the Daily Paid Worker's costs incurred by the Purchaser towards the casual hiring of the people to sort the products in to the batches; and

9.4.3.4 On paying the supplier, the costs incurred by the Purchaser on sorting out the consignments will be knocked off from the payment to the Supplier. If the supplier disagrees with what the Purchaser will do, the Supplier shall have to sort the product(s) in to batches prior to the receipt of the product(s) at Purchasers Premises**.**

9.4.3.5 The Bidders are requested to seriously take note of this requirement as the Purchaser shall SERIOUSLY implement this delivery requirement with immediate effect.

9.5 Cold Chain Items.

The Supplier shall refer to the Technical Specifications**.**

9.6 Shipping Marks

The shipping mark for all the cartons shall be as follows:

[Insert Supply Contract Number]

National Drug Service Organization
Main South One Road
Mafeteng, Lesotho

10.0 GCC 11.1 & 11.3 DELIVERY AND DOCUMENTS.

10.1 Notwithstanding the provisions of GCC 11.1, the quantities specified in the Schedule of Requirements are estimated and are not purchased by this contract. The quantity of Supplies and Related Services to be provided shall be as specified in the call-off orders.

10.2 The Delivery of the Supplies and Completion of the Related Services shall be in accordance with each call-off order. Delivery and Completion shall be within the **Response Times** specified in the Delivery and Completion Schedule specified in the Schedule of Requirements, calculated from the date of each call-off order.

10.3 The shipping and other documents to be furnished by the Suppler for each of the call-off order are:

10.3.1 **For the Medical Devices supplied from abroad**:

10.3.1.1 **Before Shipment**:

The supplier is required to send, email, a filled Pre-shipment form for shipment approval that will have at least the following information; Full product description and its expiry date, quantity of each product as well as the unit prices.

10.3.1.2 Upon shipment:

The Supplier shall notify the Purchaser, the Insurance Company and the Forwarding/Clearing Agent by cable the full details of the shipment, including Contract number, Call-Off Order number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Forwarding Company or the Clearing Agent:

(a) One original and two copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;

(b) One original and three (3) copies of the negotiable, clean, on-board bill of lading marked “freight prepaid” and three (3) copies of non-negotiable bill of lading;

(c) Three copies of the packing list identifying contents of each package;

(d) Insurance certificate;

(e) Manufacturer’s or Supplier’s warranty certificate**;**

(f) Certificate of origin;

(g) Certificate of quality control test results;

(h) Original copy of the certificate of weight issued by the port authority/licensed authority and six copies.

The above documents shall be received by the Purchaser at least two weeks before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

10.3.2 For the Medical Devices from within the Purchaser’s country:

10.3.2.1 Before Delivery:

The supplier shall be required to send, by email, a filled Pre-shipment form for delivery approval that shall have at least the following information; Full product description and its expiry date, quantity of the products per item as well as the unit price.

Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail or deliver the following documents to the Purchaser:

(a) Three original copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;

(b) Two copies of the delivery note, railway receipt, or truck receipt;

(c) Three copies of the packing list identifying contents of each package;

(d) Manufacturer’s or Supplier’s warranty certificate;

(f) Certificate of origin;

(g) Certificate of quality control test results.

The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

11.0 GCC 12.1 INSURANCE.

The Insurance shall be in an amount equal to 110 percent of the DDP value of the Medical Devices from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes. In addition the insurer shall have an agent or representative in the Purchaser's country, in or near Johannesburg, South Africa.

12.0 GCC 14.0 INCIDENTAL SERVICES.

The Supplier shall provide all necessary licenses and permissions for use of the Medical Devices in the Purchaser's country that may be required for the Medical Equipment. The cost shall be deemed included in the Contract Price.

13.0 GCC 15.4 WARRANTY.

The period for the replacement and removal of defective or non-conforming goods is 4 weeks from the date of official notification of such defects or non-conformity.

14.0 GCC 16.1 & 16.4 PAYMENT.

The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

14.1 **Payment for Goods supplied from outside the Rand Monetary Area**:

Payment for the Medical Devices and Services supplied from outside the Rand Monetary Area shall be made in the currency of the Call-Off Order price where Hundred (100) percent of the Call-Off Order Price shall be paid within thirty (30) days of receipt of the goods and upon submission of an invoice showing:

14.1.1 Purchaser's name;

14.1.2 The Call-Off Order number;

14.1.3 Description of the Medical Devices Supplied (Quantity and the unit price as per the contract prices awarded);

14.1.4 The total amount of the invoice; and

14.1.5 The invoice shall be signed, original, stamped or sealed with the company stamp/seal.

14.2 **Payment for the Medical Devices and Services supplied from within the Rand Monetary Countries as indicated in sub-clause 1.1.13 of the General Conditions of Contract (GCC)**:

Payment for the Medical Devices and Services supplied from within the Rand Monetary Countries, with the exception of the Kingdom of Lesotho, shall be made in South African Rand. The Suppliers based within the kingdom of Lesotho shall be paid in Maloti.

Hundred (100) percent of the Call-Off Order Price shall be paid within thirty (30) days of receipt of the Medical Devices and upon submission of an invoice showing:

14.2.1 Purchaser's name;

14.2.2 The Call-Off Order number;

14.2.3 Description of the Medical Devices (Quantity and the unit price as per the contract

Prices awarded)

14.2.4 The total amount of the invoice.

14.2.5 The invoice shall be signed, original, stamped or sealed with the company stamp/seal.

15.0 GCC 17.1 THE PRICE ADJUSTMENTS.

15.1 Prices shall be fixed and firm for the duration of the Contract.

15.2 Notwithstanding the provisions of GCC 17.1 (Prices Quoted by the Supplier) and GCC 1.1.1(the Contract Definition), the Contract Price specified in the Agreement shall be the estimated price payable to the Supplier and the actual price payable to the Supplier shall be calculated on the basis of the unit prices specified in the Price Schedule and the quantities specified in Call-Off Orders, subject to any minimum value specified in the Schedule of Requirements.

16.0 GCC 22.0 LIQUIDATED DAMAGES.

16.1 The Liquidated Damages shall apply if the Supplier fails to deliver any or all of the Medical Devices ordered or perform the Related Services specified in any of the Call-Off- Orders within the response times specified in the Schedule of Requirements.

16.2 Notwithstanding the provisions of **GCC 22.0** (**liquidated damages**), the amount of liquidated damages shall be calculated as a percentage of the value of the Call-Off Order and shall apply only to the Call-Off Order under which the Supplier has failed to deliver the Medical Devices ordered or perform the Related Services.

16.3 The liquidated damage shall be half percent (0.5%) of the value of the Call-Off Order per week and the maximum shall not exceed five (5) percent of the value of the Call-Off Order.

17.0 GCC 27.2.2 SETTLEMENT OF DISPUTES.

The dispute resolution mechanism to be applied pursuant to GCC Sub-Clause 27.2.2 shall be as follows:

17.1 **Contracts with foreign Supplier**:

17.1.1 If a dispute or difference arises between the Purchaser and the Supplier in relation to the contract, the Purchaser and the Supplier shall make every effort to amicably resolve such disputes or difference by mutual consultation.

17.1.2 If the Purchaser and the Supplier have failed to resolve their dispute or difference within sixty days (60 days), such shall be referred to and finally determined by Arbitration under the Arbitration Laws of the Purchaser's Country (Lesotho). The Purchaser and the Supplier agree to exclude any right of appeal to the Courts of the Purchaser's Country (Lesotho) or any other Country in Connection with any question of law arising in the cause of arbitration or with respect to any award made.

17.2 **Contracts with Supplier national of the Purchaser's country**:

17.2.1 If a dispute or difference arises between the Purchaser and the Supplier in relation to the contract, the Purchaser and the Supplier shall make every effort to amicably resolve such disputes or difference by mutual consultation.

17.2.2 If the Purchaser and the Supplier have failed to resolve their dispute or difference within sixty days (60 days), such shall be referred to and finally determined by Arbitration under the Arbitration Laws of the Purchaser's Country (Lesotho). The Purchaser and the Supplier agree to exclude any right of appeal to the Courts of the Purchaser's Country (Lesotho) or any other Country in Connection with any question of law arising in the cause of arbitration or with respect to any award made.

18.0 GCC 29.0 THE GOVERNING LANGUAGE.

The Governing Language for this contract is English.

19.0 GCC 30.0 APPLICABLE LAW.

The Contract shall be interpreted in accordance with the laws of the KINGDOM OF LESOTHO regardless of where the contract was signed.

20.0 GCC 31.1 NOTICES.

Purchaser's address for notice purposes and the issue of Call-Off- Orders is:

NATIONAL DRUG SERVICE ORGANIZATION
Main South One Road,
P.O. Box 1167,
Mafeteng 900,
Lesotho.
Tel.: +266 222 15 300
Fax: +266 227 01 385/40
Email: tenders@ndso.org.ls

SECTION V: SCHEDULE OF REQUIREMENTS

SECTION V: SCHEDULE OF REQUIREMENTS.

1.0 The Schedule of Requirements represents the specific Medical Devices and the estimated quantities that are required by the Purchaser.

2.0 The quantities are estimated, the actual procurement(s) will be carried out through the Call-Of-Orders which shall be generated and send to the Supplier when there is a need for such Medical Devices in the Purchasers Country.

3.0 The Purchase undertakes to procure the specific Medical Equipment, during the contract period, only from the Supplier that is in contract with the Purchaser.

4.0 Beyond the contract period, the Purchaser shall not be obliged to place the Call-Of-Orders for the Medical Devices to the Supplier.

5.0 The Purchaser is further not obliged to place the Call-Of-Orders with the Supplier when there is no requirement of the Medical Devices from the Purchaser.

6.0 **The Bidders must indicate the minimum batch quantities and the shelf life of their Medical Devices that can be procured so that the Batch quantities and the shelf life can be factored during the tender's evaluation.**

7.0 The actual list of the Medical Devices is **Medical Devices Tender No. NDSO/MED/2023/10 Schedule of Requirements**

SECTION VI: TECHNICAL SPECIFICATIONS

SECTION VI. TECHNICAL SPECIFICATIONS

MEDICAL EQUIPMENT

1.	**Product and Package Specifications**	1.1 The Medical Devices to be purchased by the Purchaser under this Invitation for Bids are included in the Purchaser's current catalogue. The required packing standards and labelling must meet the latest Applicable Standards governing the Production of such a Medical Device. 1.2 The secondary packaging boxes that are in direct contact with the primary pack GSM must be equal to 300 GM/M2 and limit (300gm/m2+/- 20GM/M2). This include ready patient packs.
		1.2 Product specifications describe the type of medical device. Medical Supplies should meet standards promulgated by international bodies such as International Organization for Standardization (ISO) and International Electro Technical Commission (IEC) or other recognized (harmonized) regional standards endorsed by the World Health Organization (WHO) and/or the Global Harmonization Task Force (GHTF). The standards will be the latest edition unless otherwise stated by the Purchaser or other if applicable. In case the product is not included in the specified standards, the Supplier, upon award of the Contract, must provide the reference standards and testing protocols to allow for quality control testing.
		1.3 Not only the medical device, but also the packaging and labelling components should also meet specifications suitable for distribution, storage, and use in a climate similar to that prevailing in the country of the Purchaser. All packaging must be properly sealed and tamper-proof, and packaging components must meet the latest compendium standards and be approved for medical

	device packaging by the manufacturer's national regulatory authority (NRA).
	1.4 All labelling and packaging inserts shall be in the language requested by the Purchaser or English if not otherwise stated. Minimum Product Specifications for some of the Products are as follows: • ***Syringe Disposable Leur*** • *Must be a two piece made of plunger with a rubber on its end to minimise dead-space and a calibrated plastic cylinder with an opening that allows plunger to be inserted and the other opening that attaches to a needle, should not allow dead-space* • *Graduated scale on the barrel, easy to read, with scale interval of 0.1 ml and 1 ml increment between graduation lines to be numbered for 3ml syringe, and Graduated scale on the barrel, easy to read, with scale interval of 1 ml and 5 ml increment between graduation lines to be numbered for 10ml syringe Barrel sufficiently transparent to allow easy measurement of the volume contained in the syringe and detection of air bubble.* ***Material**: Polyethylene (PEF) or polypropylene (PP).* *Disposable, Sterile.* ***Sterilisation method**: Ethylene-oxide.* *Conforms to EN-ISO 7886-1, EN-ISO 20594, and EN 550-ISO 11135.* • ***Gloves Examination*** ➢ *A powdered glove made up of 5 fingers, a palm and a sleeve. Fits both hand and waterproof. Internally powdered gloves for easy fitting. Material must be natural latex and Powder used: Maize starch. Total length: minimum 230 mm. Width: 95 +/- 10 mm. must not tear too easily. Thickness (Min.); Finger=0.15mm, Palm=0.13mm, Culf=0.1mm* • ***Gown Surg. Reinforced*** ➢ *Must be fluid and/or water repellent/waterproof; reinforced. Material: (1) 20-35gsm ppsb nonwoven fabric; (2) ppsb coated with pe film; (3) sterile&; (4) suitable for use in medicine, healthcare and safety work.* • ***Gloves Surgical Disp.*** ➢ *One pair of powdered gloves: 1 right-handed, 1 left-handed. Waterproof; Stretch proof; Appropriate extension to rupture; Straight sleeved with reinforced hem (rolled or ending in a*

*reinforced band). **Suppleness**: Closely fits the morphology of the hand and minimally impairs the wearers sense of touch; The shape of the glove faithfully accommodates the anatomy of the hand, the thumb offset from the palm and set forward of the index finger; The interior surfaces of the gloves must be finely coated with powder for easy wearing. **Material**: Latex. **Powder used**: Maize starch. Total length: minimum 270 mm. Average Thickness: 0.12 mm. {Thickness (Min.): Finger=0.17mm, Palm=0.14mm, Cuff=0.11mm} Sterile and disposable. **Initial sterilisation method**: Ethylene oxide gas or Gamma*
radiation. Pair individually wrapped.

- ***Needles Disposable***

  - *External diameter expressed in Gauge and millimetres. Length expressed in inches and millimetres. **Colour code**: visible at the base of the needle. Needle with base (Luer type fitting), and protective cap; **Material**: Needle: Stainless steel; Base and protective cap: plastic; Sterile, (ethylene oxide sterilisation) & disposable; Conforms to ISO 9626, EN-ISO 7864, EN-ISO 20594, EN-ISO 6009, EN550-ISO 11135.*

  - *Must meet International colour coding*

- ***Bandage Zinc Oxide 100mm***

  - *Stretched length must be 4.5m*

  - *Must adhere strongly when applied to the skin, but can be removed without causing significant lesions; should stretch; should be porous*

- ***Colostomy Bag Opague***

  - *Must be a one piece system, with a hide- away integrated outlet for opening and closing to allow draining. The integrated outlet must be all- in- one bag to eliminate loose clips or clamps.*

  - *Must have an integrated filter to minimise pancaking of the bag, while at the same time eliminating risk of leakage and odour. Each box must contain filter covers which are to be used when showering, swimming or to prevent gas from escaping from the bag.*

  - *The bag must be the maximum size, with a soft cover. The adhesive must be graduated to allow cutting to different sizes to fit the stoma.*

- ***Catheter chest drainage***
  - *100% Silicone & must have holes (eyes)*
- ***Suction Catheter***
  - *Tube: Straight distal end with 2 side windows. Cup connector: Conical tip. Colour code/external diameter: Visible on cup connector. Components: The suction tube consists of a single channel with: Open distal end with side windows. Proximal end with cup connector (conical tip) to be connected to a source of vacuum such as syringe (conical tip) or aspirating tube pump. Material: Polyvinyl chloride (PVC). Disposable. Sterile.*
- ***Tablet Bags***
  - *As per mentioned dimensions on the Product Description.*
  - *Colouring must be brown on the background of white*
  - *Refer to Annex 1 for the design.*
  - *Only approved samples will be awarded, if some suppliers' samples were approved before, they are requested to re-submit for re-evaluation.*
  - *The type of material of the plastic container will be among the areas to be evaluated as well as the opening and closing of the seal.*
- ***Prescription Sticker***
  - *Prescription Sticker (GOL) must be as per annex 3, with dimensions of 10.5cm & 7.5cm. Must be adhesive and have a crack at the back to allow removal of the adhesive cover,* ***but please replace "HLOOHLA" with "HLOKOHLA".***
  - *Prescription Sticker w/NDSO logo must be as per annex 2, dimensions of 10.5cm & 7.5cm. Must be adhesive and have a crack at the back to allow removal of the adhesive cover.*
- ***X-Ray Films***

Bidder must be aware that quantities for Both Blue and Green sensitive are included in each item, therefore price for both Blue and Green Sensitive must be the same.

	1.6 Upon award, the successful Supplier shall, on demand, provide a translated version in the language of the bid of the prescriber's information for any specific goods the Purchaser may request.
2. Labelling Instructions	2.1 The label of the primary container for each medical device shall meet the W210 GMP standard and include: (a) The international nonproprietary name (INN) or generic name prominently displayed and above the brand name, where a brand name has been given. Brand names should not be bolder or larger than the generic name; (b) the applicable quality standard; (c) the Purchaser's logo and code number and any specific colour coding if required; (d) content per pack; (e) instructions for use; (f) special storage requirements; (g) batch number; (h) EAN-13/GTIN Barcode (i) date of manufacture and date of expiry (in clear language, not code); (j) name and address of manufacture; (k) any additional cautionary statement.
	2.2 The outer case or carton should also display the above information.
3. Case Identification	3.1 All cases should prominently indicate the following: (a) Purchaser's line and code numbers; (b) the generic name of the product; (c) date of manufacture and expiry (in clear language not code); (d) batch number;

		(e) EAN/GTIN Barcode (f) quantity per case; (g) special instructions for storage; (h) name and address of manufacture; (i) any additional cautionary statements.
	3.2	No case should contain products from more than one batch.
4. Unique Identifiers	4.1	The Purchaser shall have the right to request the Supplier to imprint a logo, if the quantity so justifies it, on the labels of the containers used for packaging and this will be in the Technical Specifications. The design and detail will be clearly indicated at the time of bidding, and confirmation of the design of such logo shall be provided to the Supplier at the time of contract award.
5. Standards of Quality Control for Supply	5.1	The successful Supplier will be required to furnish to the Purchaser: (a) With each consignment, and for each item a WHO or relevant certificate of quality control test results concerning quantitative assay, chemical analysis, sterility, pyrogen content uniformity, microbial limit, and other tests, as applicable to the Goods being supplied and the manufacturer's certificate of analysis. (b) Assay methodology of any or all tests if requested. (c) Evidence of bio-compatibility for certain critical Goods upon request. This information would be supplied on a strictly confidential basis only. (d) Evidence of basis for expiration dating and other stability data concerning the commercial final package upon request.
	5.2	The Supplier will also be required to provide the Purchaser with access to its manufacturing facilities if it wishes to inspect the compliance with the GMP requirements and quality control mechanisms.

SECTION VII: SAMPLE FORMS.

SECTION VII: SAMPLE FORMS.

NOTES TO BIDDERS ON THE PREPARATION OF SAMPLE FORMS

The Purchaser has prepared the forms in this section of the Bidding Documents to suit the specific requirements of the procurement. The Bidders MUST fill the appropriate information on these sample forms without altering the wording indicated on the sample forms. If the Bidder has a question regarding the meaning or appropriateness of the contents or format of the forms and/or the instructions contained in them, these questions should be brought to the Purchaser's attention as soon as possible during the bid clarification process, by addressing them to the Purchaser in writing pursuant to ITB Clause 11.

The Purchaser has provided explanatory text and instructions to help the Bidder prepare the forms accurately and completely. The instructions that appear directly on the forms themselves are indicated by use of typographical aides such as italicized text within square brackets.

In preparing its bid, the Bidder **MUST** ensure all such information is provided and that the typographical aides are removed.

The List of the sample Forms	
No.	**Description of the Sample Forms**
1	The Bid Form
2	The Certificate of Bona Fide Tenderer
3	The Price Schedule for the Goods Manufactured Outside the purchaser's Country
4	The Price Schedule for the domestic Goods Manufactured within the Purchaser's Country
5	The Bid security form- Bank Guarantee
6	The Manufacturer's Authorization
7	The Form of Contract Agreement
8	The Performance Security –Bank Guarantee
9	Pre-Shipment Form

1. BID FORM

[to be retyped on the letterhead paper of the Bidder]

Date: *[insert the date of bid]*

Tender No.: [insert the Tender Number]

Tender Title: **Supply and Delivery of the Medical Equipment.**

To: The Chairman,

NDSO Procurement Committee

National Drug Service Organization
Main South One Road
P.O. Box 1167
Mafeteng 900
Lesotho

Dear Sir or Madam:

Having examined the Bidding Documents, including Addenda Nos. *[insert **numbers, if any was issued***], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Medical Devices under the above-named Contract in full conformity with the said Bidding Documents for the sum of:

[insert the amount of currency in words]	*([insert the amount of currency in figures])*

(hereinafter called "the Total Bid Price") or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid. We understand that any resulting contract will be a framework contract; with estimated quantities and that the Purchaser will not be bound to purchase all the supplies.

We undertake, if our bid is accepted, to deliver the Medical Devices in accordance with the delivery schedule including response times specified in the Schedule of Requirements.

If our bid is accepted, we undertake to provide an advance payment security and a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this bid, for the Bid Validity and Tender Period specified in **Clause 18.1 and 18.3 of the Instructions to Bidders and the Bid Data Sheet** and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

Except as otherwise specifically noted, at least a four month quantity of the contracted product shall be available for shipment as of the first day a purchase order is received and thereafter a continuous supply shall be available during the remainder of the Contract Period.

We have included the manufacturer's name and country of origin of each product tendered on the quotation forms.

Products available under the Contract will be solely from batches approved or eligible for approval for distribution in the country of manufacture.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this bid, and to contract execution if we are awarded the Contract, are listed below:

Name and Address of Agent	Amount and Currency	Purpose of Commission or Gratuity

(if none, state “none”)

Dated this *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**].*

Signed: _____

Date: _____

In the capacity of *[insert: **title or position**]*

Duly authorized to sign this bid for and on behalf of *[insert: **name of Bidder**]*

2. CERTIFICATE OF BONA FIDE TENDER

[to be retyped on the letterhead paper of the Bidder]

Tender No: [insert the Tender Number]

Tender Closing Date: **[insert the tender closing date]**

Subject: **[insert the Category of products on tender]**

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 will 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 will 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" includes 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: .....

3. PRICE SCHEDULE FOR GOODS MANUFACTURED OUTSIDE THE COUNTRY (TO BE IMPORTED)

(Group D bids)

Name of Bidder _____. IFB Number _____. Page _____ of ____.

1	2	3	4	5	6	7	8	9	10	11	12	13	14
Item No.	Product(s)	Unit Pack	Quantity offered	Unit Price DDP NDSO Mafeteng	Total price per item [4 x 5]	Total lead time	Name of Manufacturer	Country of Origin	Certification Number if any	Quality Certification Standard eg ISO, CE or whichever	Shipment weight and volume	Minimum Order Quantity (MOQ)	Annual Percentage (%) Escalation

Total bid price _____

Currency: _____

In figures: _____

In words: _____

Signed: _____

Dated: _____

In the capacity of: *[insert:* ***title or other appropriate designation****]*

Note:

(i) Use one Price Schedule with details per item as described in Section VI Technical Specification with a total price for all items at the end of the Price Schedule

(ii) For column 6, pursuant to ITB 30.1 in the case of discrepancy between unit price and total price, the unit price shall prevail.

NOTES TO THE PRICE SCHEDULE FOR GROUP D BIDS.

1.0 **Item No.:** the line number for the item as it appears on the Schedule of Requirements.

2.0 **Product(s):** the products that NDSO will like to get the quotations on. They must be amongst those products that appear on the **Schedule of Requirements**. (Please remember that the Bidder is requested to quote only on those products they can supply).

3.0 **Unit Pack**: The units of issue used and preferred by the Purchaser are shown together with the products on the **Schedule of Requirements**. The bidder may quote on a different unit of issue, but they are strongly urged to quote on those units of issue preferred by the purchaser.

4.0 **Quantity Offered** per product is the **QUANTITY of Packs** that NDSO intends to purchase as it appears on the **Schedule of Requirements.**

5.0 **Unit Price DDP, NDSO, Mafeteng,** is the quote to be given by the Bidder for delivery of the Goods with cost freight, insurance and clearance paid up to Mafeteng**. The provisions of clause 11.2 of the General Conditions of Contract apply when the Supplier decides on the price of the Goods required by NDSO.**

6.0 **Total Price per Item:** this is the product of column 4 (quantity) multiplied by column 5 (unit price DDP, Mafeteng).

7.0 **Lead-time:** the time it will take the Bidder to deliver the products to NDSO's premises from the time the Bidder gets an official Purchase order from NDSO (in weeks).

8.0 **Manufacturer:** This is a firm/factory/plant/company that compounds/manufactures finished products from raw materials including final packaging.

9.0 **Country of Origin:** This is an eligible country where the primary manufacturer of the Goods is based and licensed to manufacture the Goods to be tendered (as they appear on the **Schedule of Requirements)**.

10.0 **Certification Number:** The registration number of the product issued by the Medicines Regulatory Authority that gave the market authorization of the product. E.g. if the product is Registered in the Republic of South Africa, provide the product Registration issued by the Medicines Control Council of South Africa.

11.0 **Quality Certification standard:** this is the name of the Medicines Control Authority that gave the market authorization or gave the registration of the product as requested in 10.0 above.

12.0 **Shipment weight and volume:** this is the estimated size of the consignment when packed for delivery to NDSO.

13.0 **Minimum Order Quantity (MOQ):** refers to the least amount of products or units that a supplier is willing to produce at one time.

14.0 **Annual Percentage (%) Escalation:** this is the changes in the cost or price of specific goods or services in a given economy over a period.

4. PRICE SCHEDULE FOR DOMESTIC GOODS MANUFACTURED WITHIN PURCHASER'S COUNTRY

(Group A, Group B and Group C bids)

Name of Bidder _____. IFB Number _____. Page _____ of ____.

1	2	3	4	5	6	7	8	9	10	11	12	13	14
Item No.	Product(s)	Unit Pack	Quantity offered	Unit Price DDP NDSO Mafeteng	Total price per item [4 x 5]	Total lead time	Name of Manufacturer	Country of Origin	Certification Number if any	Quality Certification Standard eg ISO, CE or whichever	Shipment weight and volume	Minimum Order Quantity (MOQ)	Annual Percentage (%) Escalation

Total bid price _____

Currency: _____

In figures: _____

In words: _____

Signed: _____

Dated: _____

In the capacity of: *[insert:* ***title or other appropriate designation****]*

Note:

(i) For column 6, pursuant to ITB 30.1 in the case of discrepancy between unit price and total price, the unit price shall prevail.

(ii) Use one Price Schedule with details per item as described in Section VI Technical Specification with a total price for all items at the end of the Price Schedule

NOTES TO THE PRICE SCHEDULE FOR GROUP A, B, AND C BIDS.

1.0 **Item No.:** the line number for the item as it appears on the Schedule of Requirements.

2.0 **Product(s):** the products that the Purchaser will like to get the quotations on. They must be amongst those products that appear on the **Schedule of Requirements**. (Please remember that the Bidder is requested to quote only on those products they can supply).

3.0 **Unit Pack**: The units of issue used and preferred by the Purchaser are shown together with the products on the **Schedule of Requirements**. The bidder may quote on a different unit of issue, but they are strongly urged to quote on those units of issue preferred by the purchaser.

4.0 **Quantity Offered** per product is the **QUANTITY of Packs** that the Purchaser intends to purchase as it appears on the **Schedule of Requirements.**

5.0 **Unit Price DDP, NDSO, Mafeteng,** is the quote to be given by the Bidder for delivery of the Goods with cost of transport, insurance and delivery paid up to NDSO, Mafeteng. Value Added Tax, if applicable, should **not** be included in this price.

6.0 **Total Price per Item:** this is the product of column 4 (quantity) multiplied by column 5 (unit price DDP, Mafeteng).

7.0 **Sales and Other Taxes…:** this is the Value Added Tax amount or other tax that may be applicable if the Bidder supplies the Goods under the contract. This should appear separate from the bid price if applicable.

8.0 **Lead-time:** the time it will take the Bidder to deliver the products to the Purchaser's premises from the time the Bidder gets an official Purchase order from the Purchaser (in weeks).

9.0 **Manufacturer:** This is a firm/factory/plant/company that compounds/manufactures finished products from raw materials including final packaging.

10.0 **Certification number:** The registration number of the product issued by the Medicines Regulatory Authority that gave the market authorization of the product. E.g. if the product is Registered in the Republic of South Africa, provide the product Registration issued by the Medicines Control Council of South Africa.

11.0 **Quality Certification Standard:** this is the name of the Medicines Control Authority that gave the market authorization or gave the registration of the product as requested in 10.0 above.

12.0 **Minimum Order Quantity (MOQ):** refers to the least amount of products or units that a supplier is willing to produce at one time.

13.0 **Annual Percentage (%) Escalation:** this is the changes in the cost or price of specific goods or services in a given economy over a period.

5. BID SECURITY FORM (BANK GUARANTEE)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

_____

*[insert **Bank's Name**, and **Address** of Issuing Branch or Office]*

Beneficiary: National Drug Service Organization, Main South 1 Road, P.O. Box 1167, Mafeteng 900, Lesotho

Date: _____

BID GUARANTEE No.: _____

We have been informed that *[insert **name of the Bidder**]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[insert **name of contract**]* under Invitation for Bids No. NDSO/MED/2023/10 ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[insert **name of Bank**]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert **amount in figures**]* (*[insert **amount in words**]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or

(b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

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

[signature(s)]

6. MANUFACTURER'S AUTHORIZATION

*[The Bidder who is a wholesaler shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the **letterhead of the Manufacturer** and should be signed by a person with the **proper authority** to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid.]*

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

Tender No.: **[insert the Tender Number]**

To: The NDSO Procurement Committee

National Drug Service Organization
P.O. Box 1167
Mafeteng 900
Lesotho

WHEREAS

We [insert: **complete name of Manufacturer**], who are official manufacturers of [insert: **type of goods manufactured**], having factories at [insert: **full address of Manufacturer's factories**], do hereby authorize [insert: **complete name of Bidder**] to submit a bid the purpose of which is to provide the following Goods, manufactured by us [insert: **name and or brief description of the Goods**], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: [**insert: signature(s) of authorized representative(s) of the Manufacturer**]

Name: [insert: **complete name(s) of authorized representative(s) of the Manufacturer**]

Title: [insert: **title**]

Duly authorized to sign this Authorization on behalf of: *[insert: **complete name of Bidder**]*

Dated on _____ day of _____, _____ *[insert: **date of signing**]*

7. FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made

the [insert: **number**] day of [insert: **month**], [insert: **year**].

BETWEEN

(1) the **NATIONAL DRUG SERVICE ORGANIZATION**, a trading account of the Ministry of Health of the Kingdom of Lesotho and having its principal place of business at Main South 1 Road, P.O. Box 1167, Mafeteng 900, Lesotho (hereinafter called "the Purchaser"), and

(2) *[insert: **name of Supplier**]*, a corporation incorporated under the laws of *[insert: **country of Supplier**]* and having its principal place of business at *[insert: **address of Supplier**]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Medical Devices and ancillary services, viz., *[insert: **brief description of goods and services**]* and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[insert: **contract price in words and figures**]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

This Contract Agreement

Special Conditions of Contract

General Conditions of Contract

Technical Requirements (including Technical Specifications)

The Supplier's bid and original Price Schedules

The Purchaser's Notification of Award

Call-off orders issued under the Contract

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Medical Devices and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

5. The quantities specified in the Schedule of Requirements are estimated quantities only and are not purchased by this contract. If the call-off orders under this contract do not result in total orders of the quantities describes as estimates, that fact shall not constitute the basis for an equitable adjustment.

6. The Purchaser shall order from the Supplier all the supplies specified in the contract that are required to be purchased by the Purchaser during the period stated below, unless any supplies are urgently required in an emergency situation and the Supplier is unable to deliver such supplies within the period required by the Purchaser.

7. Any supplies to be provided under this contract shall be ordered by the issue of call-off orders, which shall be issued by the Purchaser using the format attached to this contract.

9. The Call-off orders may be issued at any time during a period of twelve months from the date of contract indicated above. Any call-off order issued, but not completed, during this period, shall be governed by the contract in the same way as if it had been completed during that period.

10. Call-off orders are subject to the following limitations and exceptions:

10.1 where the value of a call-off order is less than 5% of the contract price, the Supplier is not obliged to provide the supplies, provided that the Supplier gives the Purchaser a notice, within three working days of the date of the call-off order, stating its intention not to provide the supplies;

10.2 where the value of a call-off order, or the total value of all call-off orders within a period of a month, is more than 50% of the contract price, the Supplier shall not be bound by the response times specified in the Schedule of Requirements, provided that the Supplier gives the Purchaser a notice, within three working days of the date of the call-off order, stating its inability to deliver the supplies within the response time and stating the delivery period which will apply.

For and on behalf of the Purchaser

Signed: _____
in the capacity of [insert: **title or other appropriate designation**]

in the presence of _____

For and on behalf of the Supplier

Signed: _____
in the capacity of General Manager

in the presence of _____

CONTRACT AGREEMENT

dated the [insert: **number**] day of [insert: **month**], [insert: **year**]

BETWEEN

National Drug Service Organization, "the Purchaser"

and

[insert: **name of Supplier**], "the Supplier"

CALL-OFF ORDER

Under a Framework Contract

Contract Reference No.:----------

Call-Off Order Reference No.: ----------

Name of Purchaser: **National Drug Service Organization**

Supplier: ----------

Date of Call-Off Order: ----------

The Purchaser indicated above issues this Call-Off Order under the Framework Contract referenced above. This Call-Off Order is subject to the terms and conditions of the Framework Contract referenced above. In the event of a conflict, between this Call-Off Order and the Contract, the Contract shall prevail.

Please proceed with delivery of the Supplies detailed on attached list of supplies and Price Schedule, in accordance with the response times specified in the contract.

The total value of the Framework Contract is ----------

The total value of this Call-Off Order is ----------

The total value of all Call-Off Orders under this Contract is ----------

The balance to be ordered with Call-Off Orders is ----------

Please confirm by return mail the receipt of this order and that you are proceeding with delivery of the supplies, in accordance with the terms and conditions of the Contract.

NATIONAL DRUG SERVICE ORGANIZATION

LIST OF SUPPLIES AND PRICE SCHEDULE

Contract Reference No.:----------

Call-Off Order Reference No.: ----------

Item No.	Description	Price per Unit	Unit Size	Quantity of Units	Total Price

8. PERFORMANCE SECURITY BANK GUARANTEE

_____ [insert: **Bank's Name, and Address of Issuing Branch or Office**]

Beneficiary: _____ [insert: **Name and Address of Purchaser**]

Date: _____

PERFORMANCE GUARANTEE No.: _____

We have been informed that *[insert: **name of Supplier**]* (hereinafter called "the Supplier") has entered into Contract No. *[insert: **reference number of the contract**]* dated _____ with you, for the supply of *[insert: **description of goods**]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we *[insert: **name of Bank**]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert: **amount in figures**]* (___) *[insert: **amount in words**]*[1] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than the ____ day of _____, 2_____,[2] and any demand for payment under it must be received by us at this office on or before that date.

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[1] The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency of the Contract or a freely convertible currency acceptable to the Purchaser.

[2] The expiry date shall be at least 3 months beyond the expiry date of the contract.

The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

_____

[signature(s)]

NATIONAL DRUG SERVICE ORGANISATION

PRE-SHIPMENT FORM

Item Number	Product Description	Strength	Unit Pack	Expiry	Quantity to be Delivered	Unit Price	Value

Name of Supplier……..Date……

NDSO Authorised Signature…….Date…….