



**NATIONAL DRUG SERVICE
ORGANIZATION**

GENERAL DOCUMENT

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BIDDING DOCUMENT

TENDER NO. NDSO/REACHTRUCK/2023/09

**TENDER FOR SUPPLY AND DELIVERY OF MAN-UP ELECTRIC
SWING REACH TRUCK WITH CHARGER TO NATIONAL DRUG
SERVICE ORGANIZATION**

Financed by

NATIONAL DRUG SERVICE ORGANIZATION

Mafeteng, 20th September, 2023

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INVITATION FOR BIDS
NATIONAL DRUG SERVICE ORGANIZATION
TENDER FOR SUPPLY AND DELIVERY OF MAN-UP LIFT ELECTRIC SWING
REACH TRUCK WITH CHARGER TO NDSO IN MAFETENG

TENDER NO: NDSO/REACHTRUCK/2023/09

Date: 20th September, 2023

1. 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 Health Sector Goods from eligible Suppliers using the tendering method of procurements.
2. The National Drug Service Organisation has made a special budget towards procurement of Man-Up Lift Electric Swing Reach Truck with Charger for the distribution of Pharmaceuticals and Medical Consumables and for its Administrative purposes and it intends to apply part of the proceeds of this budget towards payments under **contract for the Supply and Delivery of Man-Up Lift Electric Swing Reach Truck with Charger under Tender number NDSO/REACHTRUCK/2023/09**.
3. The National Drug Service Organisation now invites sealed bids from eligible Bidders for the supply and delivery Man-Up Lift Electric Swing Reach Truck with Charger as per specifications under **Section V** of the bidding document. For the purposes of this Bid invitation, eligible Bidders are defined as those Bidders who are registered in the Kingdom of Lesotho and the Republic of South Africa. Your bid must include costs for delivery to NDSO, Mafeteng, Lesotho.
4. It is expected that the Bidders shall be notified about the outcome of the tender on or before **27th November, 2023**.
5. Bidding shall be conducted through the International Competitive Tendering procedures based on the current Public Procurement Act, 2023 of Lesotho.

6. Interested eligible Bidders may obtain further information from and inspect the bidding documents at:

National Drug Service Organization
Main South One Road
Mafeteng Lesotho
Tel: + 266 22215300
Fax: + 266 22701385
E-mail: tenders@ndso.org.ls

7. A complete set of bidding documents may be purchased by interested Bidders upon payment of a non-refundable fee of **M1000.00 (One Thousand Maloti only which is equivalent to South African Rand) on or before Thursday 09th November, 2023 for Bidders who prefer the hard copy of the bidding document. The bidding document will be provided free of charge when shared electronically to the interested Bidders.**
8. All 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 form of a Bank Guarantee issued by a reputable bank. The **Bids must be delivered to the address below on or before 1400 hours on Thursday 09th November, 2023.** Late bids shall be rejected. Bids will be opened immediately thereafter in the presence of Bidders' representatives who choose to attend at the address below at **1430 hours on the Thursday 09th November, 2023.** NDSO shall not be liable for any bid not deposited in the tender box.
9. **Please note Site visit is mandatory before bidding before submission of the Bid to learn the area intended for the use of the Reach Truck.**
10. The address for inspection, purchase, collection, submission and opening of 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 15300

11. Account details for payment of bidding documents:

Account number:	9080001845574
Account name:	National Drug Service Organisation
Bank name:	Standard Lesotho Bank
Branch name:	Mafeteng Branch
Branch code:	060667
Swift Code:	SBICLSMX

12. Please address your acknowledgement or interest to participate and questions related to this tender in writing to the Procurement Manager (ntsonyanam@ndso.org.ls) or the Assistant Procurement Manager (sehaut@ndso.org.ls) at your earliest opportunity.

M.G. Sefali (Mr)

Chairperson

NDSO Procurement Committee

National Drug Service Organization

List of Mandatory Documents

Tender Number:	NDSO/REACHTRUCK/2023/09
Requirement:	Man-Up Lift Electric Swing Reach Truck with Charger
Closing Date:	Thursday 09 th November, 2023
Procurement Unit:	National Drug Service Organization

1. All Suppliers 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. All Supporting Documents must have a separate envelope labelled "Supporting Documents for Man-Up Lift Electric Swing Reach Truck with Charger tender of September, 2023" and also the Name of the Bidder.
3. The A4 Envelopes submitted must be clearly labelled "DO NOT OPEN Thursday 09th November, 2023 at 14:30hours" and tender Title "Tender for the Supply and Delivery of Man-Up Lift Electric Swing Reach Truck with Charger, Tender No. NDSO/REACHTRUCK/2023/09."
4. Bidders must ensure that they liaise with either Mrs. Miki Ntšonyana or Mr. Tebello Sehau days before tender opening to ensure that their Bids have been received and submitted in the Tender box.
5. Please note that there is a mandatory requirement for the following documents in support of your tender in respect of the above requirement. The submission of these documents shall be checked by the Procurement Committee at the public opening of tenders and the presence, or absence, of each mandatory document shall be recorded as below.
6. Failure to supply any of these documents will result in "apparent non-compliance" on your part and this will be announced by the Procurement Committee at the public opening.
7. The submission of the bids in the tender box is the sole responsibility of the Bidders. The Purchaser will 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 must instruct the said Couriers to make sure that the bids are

deposited in the Tender Box. Any Courier that will 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 will 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 bid opening.

LIST OF MANDATORY DOCUMENTS REQUIRED

Details of Document	Procurement Committee Use Only	
	Provided with Tender	
	Yes	No
Certificate of Bona Fide Tendering		
Signed Form of Bid		
Signed Price Schedule		
Bid Security 2% of Bidder's Bid & not expire before 09 th March, 2024		
Tax Clearance Certificate		
Trader's License		

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Instructions to Bidders

A. INTRODUCTION

<p>1. Scope of Bid</p>	<p>1.1 The Purchaser, as specified in the Bid Data Sheet and in the Special Conditions of Contract (SCC), invites bids for the supply of Goods (Man-Up Lift Electric Swing Reach Truck with Charger as specified in the Bid Data Sheet) described in the Schedule of Requirements. The name and identification number of the Contract is provided in the Bid Data Sheet and in the SCC.</p>
	<p>1.2 Throughout these bidding documents, 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.</p>
<p>2. Source of Funds</p>	<p>2.1 The Purchaser named in the Bid Data Sheet has acquired money through sales of supplies to hospitals in Lesotho (hereinafter called “funds”) in the amount indicated in the Bid Data Sheet toward the cost of the Activity named in the Bid Data Sheet. The Purchaser intends to apply a part of the proceeds of these funds to eligible payments under the Contract for which these bidding documents are issued.</p>
	<p>2.2 Payment by the Purchaser will be made in accordance with the terms and conditions of all relevant agreements indicated in the Bid Data Sheet, and will be subject in all respects to the terms and conditions of those agreements. No party other than the Purchaser shall derive any rights from those agreements or have any claim to the funds proceeds.</p>

3. Fraud and Corruption	<p>3.1 The Government of Lesotho (hereinafter “GOL”) requires that the Purchaser, as well as bidders, suppliers, contractors, and consultants under contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the GOL:</p> <ul style="list-style-type: none">(a) defines, for the purposes of this provision, the terms set forth below as follows:<ul style="list-style-type: none">(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;(iii) “collusive 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; and(iv) “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;(b) will 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 in competing for the Contract in question;(c) will cancel the portion of the funds allocated to a contract if it determines at any time that representatives of the Purchaser or of a beneficiary of the funds engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Purchaser having taken timely and appropriate action satisfactory
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	<p>to the GOL to remedy the situation;</p> <p>(d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a GOL-financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract; and</p> <p>(e) will have the right to require that a provision be included in Bidding Documents and in contracts, requiring bidders, suppliers, contractors and consultants to permit the GOL 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 GOL .</p>
	<p>3.2 Furthermore, bidders shall be aware of the provision stated in Sub-Clauses 5.4 and 23.1 (d) of the General Conditions of Contract.</p>
	<p>3.3 In pursuance of the policy defined in ITB Sub-Clause 3.1, the GOL will cancel the portion of the funds allocated to a Contract for Goods or works if it at any time determines that corrupt or fraudulent practices were engaged in by the representatives of the Purchaser or of a beneficiary of the funds during the procurement or the execution of that Contract, without the Purchaser having taken timely and appropriate action satisfactory to the GOL to remedy the situation.</p>
4. Eligibility	<p>4.1 Except as provided in ITB Sub-Clauses 4.2 and 4.3, this bidding process is open to those pre-qualified firms, as defined in the edition specified by the Bid Data Sheet of the bidding document if a pre-qualification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued.</p>
	<p>4.2 Firms may be excluded from bidding if:</p> <p>(a) the firm has 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</p>

	procurement of the Goods described in these Bidding Documents.
	(b) government-owned enterprises in the Purchaser 's country may participate only if they can establish that they (i) are legally and financially autonomous and (ii) operate under commercial law. No dependent agency of the Purchaser or Sub-Purchaser under a Funding Agency -financed project shall be permitted to bid or submit a proposal for the procurement of Goods under the project.
	4.3 A firm declared ineligible by the GOL in accordance with ITB Sub-Clause 3.1 (c) shall be ineligible to bid for a GOL - financed contract during the period of time determined by the GOL.
	4.4 Pursuant to ITB Sub-Clause 14.1, the Bidder shall furnish, as part of its bid, documents establishing, to the Purchaser's satisfaction, the Bidder's eligibility to bid.
	4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
5. Eligible Goods and Services	5.1 Funds from Funding Agency are disbursed only on account of expenditures for the Goods and Services, provided by nationals of, and produced in or supplied from eligible source countries as defined in the edition of the Procurement Guidelines specified in the Bid Data Sheet and in Section III. Goods produced or Services supplied from a country may be excluded if that country is subject to the conditions specified in ITB Sub-Clause 4.2 (a) (i) or (ii).

	5.2	For purposes of this clause, the nationality of the bidder is distinct from the country from where the Goods and Services are supplied.
	5.3	For purposes of this clause, (a) the term “Goods” includes any Goods that are the subject of this Invitation for Bids and (b) the term “Services” includes related services such as transportation, insurance, commissioning, and training.
6. Documents Establishing Eligibility of Goods and Services and Conformity to Bidding Documents	6.1	Pursuant to ITB Clause 14, the Bidder shall furnish, as part of its bid, documents establishing, to the Purchaser’s satisfaction, the eligibility of the goods and services to be supplied under the Contract.
	6.2	The documentary evidence of the eligibility of the Goods and Services shall consist of a statement in the Price Schedule of the country of origin of the Goods and Services offered that shall be confirmed by a certificate of origin issued at the time of shipment.
	6.3	The documentary evidence of conformity of the Goods and Services to the Bidding Documents may be in the form of literature, drawings, and data, if not submitted during prequalification, and shall consist of:
	(a)	a detailed description of the essential technical and performance characteristics of the Goods;
	(b)	an item-by-item commentary on the Purchaser’s Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;
	(c)	any other procurement-specific documentation requirement as stated in the Bid Data Sheet .
	6.4	Unless the Bid Data Sheet stipulates otherwise, the Goods to be supplied under the Contract shall be registered with the relevant authority in the Purchaser’s country. A Bidder who has already registered its Goods by the time of bidding should submit a copy of the Registration Certificate with its bid. Otherwise, the successful Bidder, by the time of Contract signing, shall submit to the Purchaser either:

	<p>(a) a copy of the Registration Certificate of the Goods for use in the Purchaser's country.</p> <p>OR, if such Registration Certificate has not yet been obtained,</p> <p>(b) evidence establishing to the Purchaser's satisfaction that the Bidder has complied with all the documentary requirements for registration as specified in the Bid Data Sheet.</p> <p>6.4.1 The Purchaser shall at all times cooperate with the successful Bidder to facilitate the registration process within the Purchaser's country. The agency and contact person able to provide additional information about registration are identified in the Bid Data Sheet.</p> <p>6.4.2 If the Goods of the successful Bidder have not been registered in the Purchaser's country at the time of Contract signing, then the Contract shall become effective upon such date as the Certificate of Registration is obtained.</p>
<p>7. Qualifications of the Bidder</p>	<p>7.1 The Bidder shall provide documentary evidence to establish to the Purchaser's satisfaction that:</p>
	<p>(a) the Bidder has the financial, technical, and development capability necessary to perform the Contract, meets the qualification criteria specified in the Bid Data Sheet, and has a successful performance history in accordance with criteria specified in the Bid Data Sheet. If a pre-qualification process has been undertaken for the Contract, the Bidder shall, as part of its bid, update any information submitted with its application for pre-qualification.</p>
	<p>(c) in the case of a Bidder who is not doing business within the Purchaser's country (or for other reasons will not itself carry out service/maintenance obligations), the Bidder is or will be (if awarded the Contract) represented by a local service/maintenance provider in the Purchaser's country equipped and able to carry out the Bidder's warranty obligations prescribed in the Conditions of Contract and/or Technical Specifications; and</p>

	(d) the Bidder meets the qualification criteria listed in the Bid Data Sheet .
8. One Bid per Bidder	8.1 A firm shall submit only one bid either individually or as a partner of a joint venture (other than in cases of alternatives pursuant to ITB Clause 20). A firm that submits either individually or, as a member of a joint venture, more than one bid will cause all the proposals with the firm's participation to be disqualified.
9. Cost of Bidding	9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

10. Content of Bidding Documents	10.1 The Bidding Documents are those stated below and should be read in conjunction with any addendum issued in accordance with ITB Clause 12.
	<p>Section I. Instructions to Bidders (ITB)</p> <p>Section II. Bid Data Sheet (BDS)</p> <p>Section III. General Conditions of Contract (GCC)</p> <p>Section IV. Special Conditions of Contract (SCC)</p> <p>Section V. Schedule of Requirements</p> <p>Section VI. Technical Specifications</p> <p>Section VII. Sample Forms (including Framework Contract Agreement)</p>
	10.2 The "Invitation for Bids" does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 10.1 above, said Bidding Documents will take precedence.
11. Clarification of Bidding Documents	11.1 A prospective Bidder requiring any clarification of 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 . The Purchaser will respond in writing to any request for clarification received no later than six (6) working days prior to the deadline of submission of 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. Amendment of Bidding Documents	12.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing Addenda.
	12.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to ITB Sub-Clause 10.1 and shall be communicated in writing to all prospective Bidders who have purchased or secured the Bidding Documents and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained in the amendment will have been taken into account by the Bidder in its bid.
	12.3 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 bids, in which case, the Purchaser will notify all Bidders by cable of the extended deadline.

C. PREPARATION OF BIDS

13. Language of Bid	13.1 The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the Bid Data Sheet . Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Bid, the translation shall govern.
14. Documents Constituting the Bid	14.1 The bid submitted by the Bidder shall comprise the following: <ul style="list-style-type: none"> (a) duly filled-in Form of Bid, Certificate of Bona Fide Tenderer and Price Schedule, in accordance with the forms indicated in Section VII; (b) original form of bid security in accordance with the

	<p>provisions of ITB Sub-Clause 19 (Bid Security);</p> <ul style="list-style-type: none"> (c) alternative offers, at the Bidder's option, when permitted; (d) written power of attorney authorizing the signatory of the bid to commit the Bidder; (e) in the absence of prequalification, documentary evidence in accordance with ITB Sub-Clause 4.4 establishing to the Purchaser's satisfaction the Bidder's eligibility to bid including but not limited to documentary evidence that the Bidder is legally incorporated in a territory of an eligible source country as defined under ITB Clause 4; (f) documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITB Clause 6 that the Goods and ancillary services to be supplied by the Bidder are eligible Goods and Services, pursuant to ITB Clause 5, and that they conform to the Bidding Documents; (g) documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITB Clause 7 that the Bidder is qualified to perform the Contract if its bid is accepted. In the case where prequalification of Bidders has been undertaken, and pursuant to ITB Paragraph 7.1 (a) the Bidder must provide evidence on any changes in the information submitted as the basis for prequalification, or if there has been no change at all in said information, a statement to this effect; (h) any other documentation as requested in the Bid Data Sheet.
<p>15. Bid Form</p>	<p>15.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bidding Documents, indicating the Goods to be supplied, a brief description of the Goods, their country of origin, quantity, and prices.</p>
	<p>15.2 For the purpose of granting a margin of domestic preference, bids will be classified in one of three groups, as follows:</p> <ul style="list-style-type: none"> (a) Group A: All Bids offering Health Sector Goods from

	<p>within Lesotho (manufacturers and local wholesalers) as long as there is proof that the bid is from a Basotho business with at least 51% or more shareholding by Basotho nationals. Copies of Share Certificates must be submitted as evidence of shareholding.</p>
	<p>(b) Group B: All other bids offering Health Sector Goods from within Lesotho (manufacturers and local wholesalers) as long as there is proof that the bid is from a Basotho business with at least 31% to 50% shareholding by Basotho nationals. Copies of Share Certificates must be submitted as evidence of shareholding. All other bids offering goods of Lesotho origin not qualifying for Group A.</p> <p>(c) Group C: All other bids offering Health Products from within Lesotho (local wholesalers) as long as there is proof that the bid is from a Basotho business with at least 10% to 30% shareholding by Basotho nationals. Copies of Share Certificates must be submitted as evidence of shareholding.</p> <p>(c) Group D: Bids offering Goods of foreign origin already imported or to be imported by the Purchaser directly or through the Supplier's local agent.</p>
	<p>15.3 To facilitate this classification by the Purchaser, the Bidder shall complete whichever version of the Price Schedule furnished in the Bidding Documents is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder will not result in rejection of its bid, but merely in the Purchaser's reclassification of the bid into its appropriate bid group.</p>
<p>16. Bid Prices</p>	<p>16.1 Prices shall be quoted as specified in each Price Schedule included in Section VII, Sample Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section III Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in</p>

accordance with Section III Eligible Countries.

16.2 Prices shall be entered in the following manner:

- (a) For Goods developed in the Purchaser's Country:
 - (i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the development or assembly of the Goods;
 - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination specified in the **Bid Data Sheet**.
- (b) For Goods developed outside the Purchaser's Country, to be imported:
 - (i) the price of the Goods, quoted DDP named place of destination, in the Purchaser's Country, or CIF named port of destination, as specified in the **Bid Data Sheet**;
 - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination specified in the **Bid Data Sheet**;
 - (iii) in addition to the DDP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted FCA (named place of destination) or CPT (named place of destination), if so specified in the **Bid Data Sheet**;
- (c) For Goods developed outside the Purchaser's Country, already imported:

	<ul style="list-style-type: none"> (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported. (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported; (iii) the price of the Goods, quoted DDP named place of destination, in the Purchaser's Country obtained as the difference between (i) and (ii) above; (iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination specified in the Bid Data Sheet. <p>(d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:</p> <ul style="list-style-type: none"> (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).
	<p>16.3 The terms EXW, CIF, DDP, etc., shall be governed by the rules prescribed in the current edition of Incoterms published by the International Chamber of Commerce, Paris.</p>
	<p>16.4 The Bidder's separation of price components in accordance with ITB Clause 16.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract</p>

	on any of the terms offered.
	16.5 Unless otherwise specified in the Bid Data Sheet , prices quoted 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 will be treated as non-responsive and will be rejected, pursuant to ITB Clause 29. If, however, in accordance with the Bid Data Sheet , prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation will not be rejected, but the price will not be adjusted.
	16.6 Pursuant to Sub-Clause 16.1 above, and if so indicated in the Bid Data Sheet , bids are being invited for one or more items, or for individual Contracts (lots) each comprising at least eighty percent (80%) of the total number of items required under the lot. In both cases, each item offered must comprise the full quantity required under that item. Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package or, alternatively, to individual Contracts within the package. Price reductions may be submitted as an amount or a percentage to be applied to the bid prices.
17. Currencies of Bid	17.1 Prices shall be quoted in the following currencies: <ul style="list-style-type: none"> (a) The Bidder shall express the bid price of the Goods to be supplied from outside the Purchaser's Country entirely in the currency as stipulated in the Bid Data Sheet (b) Unless otherwise specified in the Bid Data Sheet, the Bidder shall express its prices for such goods to be supplied from within the Purchaser's country in the currency of the country of the Purchaser.
18. Period of Validity of Bids	18.1 Bids shall remain valid for the period stipulated in the Bid Data Sheet after the date of bid submission specified in ITB Clause 23. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
	18.2 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

	<p>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, a Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension.</p>
	<p>18.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the first bid validity extension, the contract price will be increased by a factor that reflects changes in the cost of inputs specified in the request for second and subsequent extensions.</p>
19. Bid Security	<p>19.1 If required, in the Bid Data Sheet, the Bidder shall furnish, as part of its bid, a bid security as specified in the Bid Data Sheet, or a Bid Securing Declaration. The amount of the Bid Security shall be as stipulated in the Bid Data Sheet in the currency of the Purchaser's country, or the equivalent amount in a freely convertible currency.</p>
	<p>19.2 The bid security shall remain valid for a period of 28 days beyond the validity period for the bid, and beyond any extension subsequently requested under Sub-clause 18.2.</p>
	<p>19.3 The Bid Security shall be, at the Bidder's option, in any of the following forms:</p> <ul style="list-style-type: none"> (a) a demand guarantee; (b) a cashier's or certified check; or (c) another security indicated in the BDS, <p>from a reputable source from an eligible country. The Bid Security shall be submitted either using the Bid Security Form included in Section VII, Bidding Forms, or in another substantially similar format. In either case, the form must include the complete name of the Bidder.</p>
	<p>19.4 Any bid not accompanied by an acceptable bid security shall be rejected by the Purchaser as nonresponsive. The bid security of a joint venture must be in the name of the joint venture submitting the bid.</p>
	<p>19.5 The bid securities of unsuccessful Bidders will be returned</p>

	as promptly as possible.
	19.6 The bid security of the successful Bidder will be returned when the Bidder has signed the Contract and furnished the required performance security.
	19.7 The bid security may be forfeited <ul style="list-style-type: none"> (a) if the Bidder withdraws its bid, except as provided in ITB Sub-Clauses 18.2 and 25.3; or (b) in the case of a successful bidder, if the Bidder fails within the specified time limit to: <ul style="list-style-type: none"> (i) sign the contract, or (ii) furnish the required performance security.
20. Alternative Bids by Bidders	20.1 Unless specified in the Bid Data Sheet , alternative bids shall not be accepted.
21. Format and Signing of Bid	21.1 The Bidder shall prepare an original and the number of copies/sets of the bid indicated in the Bid Data Sheet , clearly marking each one as "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
	21.2 The original and all copies of the bid, each consisting of the documents listed in ITB Sub-Clause 14.1, 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 14.1 (d) shall accompany the bid.
	21.3 Any interlineation, erasures, or overwriting to correct errors made by the Bidder should 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.

D. SUBMISSION OF BIDS

<p>22. Sealing and Marking of Bids</p>	<p>22.1 Bidders may always submit their bids by mail or by hand. When so specified in the Bid Data Sheet, bidders shall have the option of submitting their bids electronically.</p> <p>(a) The Bidder shall enclose the original and each copy of the bid including alternative bids, if permitted in accordance with ITB Clause 20, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes containing the original and copies shall then be enclosed in another envelope.</p> <p>(b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the Bid Data Sheet</p>
	<p>22.2 The inner and outer envelopes shall:</p> <p>(a) bear the name and address of the Bidder;</p> <p>(b) be addressed to the Purchaser at the address given in the Bid Data Sheet;</p> <p>(c) bear the specific identification of this bidding process indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet; and</p> <p>(d) bear a statement “DO NOT OPEN BEFORE [date and time]” to be completed with the time and date specified in the Bid Data Sheet relating to ITB Sub-Clause 23.1.</p>
	<p>22.3 If the outer envelope is not sealed and marked as required by ITB Sub-Clause 22.2, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.</p>
<p>23. Deadline for Submission of Bids</p>	<p>23.1 Bids must be received by the Purchaser at the address specified in the Bid Data Sheet relating to ITB Sub-Clause 22.2 (b) no later than the time and date specified in the Bid Data Sheet.</p>
	<p>23.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding</p>

	Documents in accordance with ITB Sub-Clause 12.3, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
24. Late Bids	24.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser in the Bid Data Sheet pursuant to ITB Clause 23 will be rejected and returned unopened to the Bidder.
25. Modification and Withdrawal of Bids	25.1 The Bidder may modify or withdraw its bid after submission, provided that written notice of the modification, or withdrawal of the bids duly signed by an authorized representative, is received by the Purchaser prior to the deadline prescribed for submission of bids.
	25.2 The Bidder's modification shall be prepared, sealed, marked, and dispatched as follows: <ul style="list-style-type: none"> (a) The Bidder shall provide an original and the number of copies specified in the Bid Data Sheet 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." (b) Other provisions concerning the marking and dispatch of bid modifications shall be in accordance with ITB Sub-Clauses 22.2 and 22.3.
	25.3 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 bids. The notice of withdrawal shall: <ul style="list-style-type: none"> (a) be addressed to the Purchaser at the address named in the Bid Data Sheet, (b) bear the specific identification of the bidding process (Contract name), the IFB title and IFB number, and the words "BID WITHDRAWAL NOTICE," and (c) be accompanied by a written power of attorney authorizing the signatory of the withdrawal notice to

	withdraw the bid.
25.4	Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.3, shall be returned unopened to the Bidders.
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 Clause 18. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's bid security, pursuant to ITB Sub-Clause 19.7.

E. OPENING AND EVALUATION OF BIDS

26. Bid Opening	26.1 The Purchaser will open all 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 . Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Clause 22.1, shall be as specified in the Bid Data Sheet . Bidders' representatives shall sign a register as proof of their attendance.
	26.2 Envelopes marked "WITHDRAWAL" shall be read out and the envelope with the corresponding bid shall not be opened but returned to the Bidder. No bid withdrawal notice shall be permitted unless the corresponding withdrawal notice is read out at bid opening. Envelopes marked "MODIFICATION" shall be read out and opened with the corresponding bid.
	26.3 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 shall be rejected at bid opening except for late bids pursuant to Sub-Clause 24.1.
	26.4 Bids (and modifications sent pursuant to ITB Sub-Clause

	25.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
	26.5 The Purchaser will prepare minutes of the bid 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 in the Bid Data Sheet; 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 Bidders who request them.
27. Clarification of Bids	27.1 During 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.
28. Confidentiality	28.1 Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the notification of Contract award is made to all Bidders.
	28.2 Any effort by the bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison, or contract award decisions may 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. Examination of Bids and Determination of Responsiveness	29.1 The Purchaser will 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

	<p>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 will ensure that each bid is from a prequalified Bidder.</p>
	<p>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 any Bidder.</p>
	<p>29.3 Prior to the detailed evaluation, pursuant to ITB Clause 32, the Purchaser will 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 one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionalities, or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that limits in any substantial way the scope, quality, or performance of the Goods and related Services; (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the Purchaser's rights or the successful Bidder's obligations under the Contract; and (iii) that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.</p>
	<p>29.4 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder 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.</p>
<p>30. Correction of Errors</p>	<p>30.1 Arithmetical errors will 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 a Bidder does not accept the correction of errors, its bid will be rejected.</p>

<p>31. Conversion to Single Currency</p>	<p>31.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the various currencies in which they are payable to either:</p> <p>(a) the currency of the Purchaser’s country at the selling exchange rate established for similar transactions by the Central Funding Agency or a commercial Funding Agency in the Purchaser’s country.</p> <p>or</p> <p>(b) 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 Central Funding Agency in the Purchaser’s country for the amount payable in the currency of the Purchaser’s country.</p>
	<p>31.2 The currency selected for converting bid 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.</p>
<p>32. Evaluation and Comparison of Bids</p>	<p>32.1 The Purchaser will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to ITB Clause 29.</p>
	<p>32.2 The Purchaser’s evaluation of a bid will exclude and not take into account:</p> <p>(a) in the case of Goods developed in the Purchaser’s country or Goods of foreign origin already located in the Purchaser’s country, sales and other similar taxes, that will be payable on the Goods if a contract is awarded to the Bidder;</p> <p>(b) in the case of Goods of foreign origin already imported and to be imported from abroad, customs duties and other similar import taxes paid or payable on the Goods if the contract is awarded to the Bidder; and</p> <p>(c) any allowance for price adjustment during the period of execution of the Contract, if provided in the bid.</p>
	<p>32.3 The comparison shall be between the EXW price of the</p>

	<p>Goods offered from within the Purchaser’s country plus local transportation, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the Goods, and the CIF named port of destination (or DDP border point, or DDP named place of destination) price of the Goods offered from outside the Purchaser’s country, plus local transportation.</p>
	<p>32.4 The Purchaser’s evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Sub-Clause 16.2, one or more of the following factors as specified in the BDS, and quantified in ITB Sub-Clause 32.5:</p> <ul style="list-style-type: none"> (a) delivery schedule offered in the bid; (b) deviations in payment schedule from that specified in the Special Conditions of Contract; (c) other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.
	<p>32.5 For factors retained in the Bid Data Sheet pursuant to ITB Sub-Clause 32.4, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:</p>
	<ul style="list-style-type: none"> (a) Delivery schedule. <ul style="list-style-type: none"> (i) The Purchaser requires that the Goods under these Bidding Documents shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the Goods at the site will be calculated for each bid after allowing for reasonable international and inland transportation time. A delivery “adjustment” will be calculated for and added to each bid by applying a percentage, specified in the Bid Data Sheet, of the EXW/CIF/DDP price for each week of delay beyond the expected time of arrival specified in the Bidding Documents for evaluation purposes. No credit shall be given to early delivery.
	<p style="text-align: center;">Or</p> <ul style="list-style-type: none"> (ii) The Goods covered under these Bidding

	<p>Documents is required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirements. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.</p> <p>or</p> <p>(iii) The Goods covered under this invitation is required to be delivered (shipped) in full shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of EXW/CIF/DDP price per week of variation from the specified delivery schedule.</p>
	<p>(b) Deviation in payment schedule.</p> <p>(i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule offered by the selected Bidder.</p> <p>or</p> <p>(ii) The SCC stipulate the payment schedule offered by the Purchaser. If a bid deviates from the schedule and if such deviation is permitted in the Bid Data Sheet, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the</p>

	bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet .
	(c) Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications.
33. Domestic Preference	33.1 If indicated in the Bid Data Sheet and for the purpose of bid comparison, the Purchaser will grant a margin of preference to Goods manufactured in the Purchaser's country. This margin of preference will 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 Paragraph 15.2 (a).
	33.2 The Purchaser will 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 will then be compared among themselves to determine the lowest evaluated bid of each group. The lowest evaluated bid of each group will 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 will 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 will 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 will be applied only to those items indicated in the Schedule of Requirements that meet the

	criteria under Paragraph 15.2 (a).
	If the Group A or Group B or Group C bid in the further comparison is the lowest, it will 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, will be selected for award.

F. AWARD OF CONTRACT

34. Post-qualification	<p>34.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITB Sub-Clause 7.1 and any additional post-qualification criteria stated in the Bid Data Sheet. If a prequalification process was undertaken for the Contract(s) for which these Bidding Documents were issued, the Purchaser will determine in the manner described above that no material changes have occurred after the prequalification that negatively affect the ability of the Bidder that has submitted the lowest evaluated bid to perform the Contract.</p>
	<p>34.2 The determination will evaluate the Bidder's financial, technical, and production capabilities. It will be based on an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Sub-Clause 7.1, as well as other information the Purchaser deems necessary and appropriate.</p>
	<p>34.3 An affirmative post-qualification determination will be a prerequisite for award of the contract to the lowest evaluated Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next-lowest evaluated Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.</p>
35. Award Criteria	<p>35.1 Pursuant to ITB Clauses 32, 33, and 38, the Purchaser will 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</p>

	<p>further that the Bidder is determined to be qualified to perform the Contract satisfactorily, pursuant to ITB Clause 34. An award of Contract will not purchase the supplies specified in the Bidding Document, but purchases will be made through call-off orders.</p>
36. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids	36.1 The Purchaser reserves the right to accept or reject any bid, or to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders.
37. Purchaser's Right to Vary Quantities at Time of Award	37.1 The Purchaser reserves the right at the time of Contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet , the estimated quantity or any minimum contract of goods and services beyond that originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
38. Notification of Award	<p>38.1 (a) Prior to the expiration of the period of bid validity, there will be a bid stand-still period, during which the Purchaser will notify all Bidders in writing by registered letter or by cable about its intention to enter into contract with a successful Bidder, and invite any objections to the intention with reasons supported by evidence to the objection within 15 working days.</p> <p>(b) At the end of the bid stand-still period, provided there are no substantial objections, the Purchaser will notify the successful Bidder in writing by registered letter or by cable, to be subsequently confirmed in writing by registered letter, that its bid has been accepted.</p>
	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 Clause 40, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.
	38.4 (a) 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 will promptly respond in writing to the

	<p>unsuccessful Bidder.</p> <p>(b) Moreover, all bidders shall, pursuant to ITB subclause 38.5, 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.</p>
	<p>38.5 The Purchaser shall publish the results of the bid on the National Drug Service Organization Website: www.ndso.org.ls. Information shall also be sent electronically or by mail to all bidders and shall include, but not be more than, the following: Product Description, Unit Pack, Name of Successful Bidder and the Award Price. After publication of the award, unsuccessful bidders may request in writing to NDSO for a debriefing seeking explanations on the grounds on which their bids were not selected. NDSO shall grant an opportunity for the debriefing to any unsuccessful or successful Bidder who, after Publication of contract award, requests a debriefing.</p>
39. Signing of Contract	<p>39.1 Promptly after the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.</p>
	<p>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.</p>
40. Performance Security	<p>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.</p>
	<p>40.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 39 or ITB Sub-Clause 40.1 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.</p>

SECTION II. BID DATA SHEET

Bid Data Sheet

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

A. GENERAL

ITB 1.1	<p>Name of Purchaser: National Drug Service Organization</p> <p>Type of goods: Man-Up Lift Electric Swing Reach Truck with Charger</p> <p>Name and identification number of the Contract: Tender for the Supply and Delivery of Man-Up Lift Electric Swing Reach Truck with Charger, No. NDSO/REACHTRUCK/2023/09</p>
ITB 2.1	<p>Name of Funding Agency: National Drug Service Organisation (NDSO)</p> <p>Name of the Purchaser : National Drug Service Organization</p> <p>Budgeted Amount: LSL2,000,000.00</p>
ITB 2.2	<p>Payments will be made against delivery invoices according to the terms and conditions as agreed under the contract</p>
ITB 4.1	<p>Bids are invited from all eligible Bidders</p>
ITB 5.1	<p>Applicable edition of the guidelines: Lesotho Public Procurement Act, 2023.</p>
ITB 6.3 (c)	<p>Documentation requirements for eligibility of Goods. In addition to the documents stated in Clause 6.2 and 6.3 (a) and (b), the following should be included with the Bid:</p> <p style="padding-left: 40px;">(i) The Goods offered should meet the specified standards as stated in the Schedule of Requirements and Technical Specifications.</p>
ITB 6.4	<p>ITB Sub-Clause 6.4 is inapplicable.</p>
ITB 7.1 (a)	<p>The following documents must be included with the bid, <i>if not so done during prequalification:</i></p>

	<p>Documentary evidence of the Applicant's qualifications to perform the Contract if its bid is accepted:</p> <ul style="list-style-type: none"> (i) that, in the case of a Bidder offering to supply Goods under the Contract that the Bidder manufactures or otherwise produces: <ul style="list-style-type: none"> (a) the Bidder is incorporated in the country of manufacture of the Goods; (b) the Bidder has been licensed by the regulatory authority in the country of manufacture to supply the Goods; (ii) that, in the case of a Bidder offering to supply and Goods under the Contract, and the Bidder does not manufacture or otherwise produce the goods; <ul style="list-style-type: none"> (a) that the Bidder has been duly authorized by a manufacturer of the Goods that meets the criteria under (i) above to supply the Goods in the Purchaser's country; and <p>The Applicant shall also submit the following additional information:</p> <ul style="list-style-type: none"> (a) copies of its audited financial statements for the past three fiscal years; (b) list of major supply contracts (not more than ten) of values above LSL100,000.00 conducted within the last three years.
ITB 7.1 (d)	Not applicable

B. THE BIDDING DOCUMENTS

ITB 11.1T	<p>Purchaser's address:</p> <p>NATIONAL DRUG SERVICE ORGANIZATION Main South One Road PO Box 1167, Mafeteng 900, Lesotho Telephone: +266 222 15 300</p>
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	<p>Email address: tenders@ndso.org.ls</p> <p>Contact Person for clarification of the Bidding Documents: Mrs Miki Ntšonyana or Mr Tebello Sehau</p>
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C. PREPARATION OF BIDS

ITB 13.1	<p>The language of the bid is: English</p> <p>Moreover, the key passages of all accompanying printed literature in any other language must be translated into the above language by the bidders.</p>
ITB 14.1 (b) & (h)	(b) Bid Security is waived; (h) No additional documentation is required.
ITB 16.2 (b) (i); (c) (iii) & (v)	Prices for Goods offered from outside the Purchaser's country shall be quoted as: DDP NDSO, Mafeteng, Lesotho Incoterms®2010.
ITB 16.2 (a) (iii);(b)(ii) and (c)(v)	<p>Prices for inland transportation, insurance, and other local costs incidental to delivery of the Goods offered from within the Purchaser's country shall be quoted as: Delivered at NDSO, Main South One Road, Mafeteng-Lesotho.</p> <p>Price of other incidental services shall be quoted as: none</p>
ITB 16.2 (b) (iii)	Not applicable
ITB 16.5	Prices per item quoted by the Bidder shall be fixed.
ITB 16.6	Bidders have the right to bid for any one or more of the items. All bids will be evaluated on an item-item basis.
ITB 17.1 (a)	The currency to be used for quoting prices of the Goods and Services, components of the Goods offered from outside the Purchaser's country is: United States Dollar*, European Euro*, South African Rand or Lesotho Maloti (which is equivalent to South African Rand). The currency used by the supplier when making a quotation will be a binding currency for the whole contract period except Supplier from Rand Monetary Area in which case their contracts will be in the South African Rand based on the rate used for Bids evaluation (applicable to Supplier from Rand area who did

	<p>not quote in South African Rand).</p> <p>* Suppliers who opt to use the United States Dollars or European Euros and are in the Countries of Rand monetary area (that is: South Africa, Namibia, Swaziland and Lesotho) will have their Contracts in South African Rand.</p>
ITB 17.1 (b)	<p>The currency to be used for quoting prices of the Goods and Services components of the Goods offered from within the Purchaser's country, as well as local currency expenditures for local technical support, training, maintenance, transportation, insurance, and other local costs incidental to delivery, is: United States Dollar*, European Euro*, South African Rand or Lesotho Maloti (which is equivalent to South African Rand). The currency used by the supplier when making a quotation will be a binding currency for the whole contract period except Supplier from Rand Monetary Area in which case their contracts will be in the South African Rand based on the rate used for Bids evaluation (applicable to Supplier from Rand area who did not quote in South African Rand).</p> <p>* Suppliers who opt to use the United States Dollars or European Euros and are in the Countries of Rand monetary area (that is: South Africa, Namibia, Swaziland and Lesotho) will have their Contracts in South African Rand.</p>
ITB 18.1	<p>The bid validity period shall be ninety (90) days after the deadline for bid submission, as specified below in reference to ITB Clause 23. Accordingly, each bid shall be valid through 07th February, 2023.</p> <p>Bid security must be valid twenty-eight (28) days after the end of the bid validity period. Accordingly, a bid with a bid security that expires before 06th March, 2024 shall be rejected as non-responsive.</p>
ITB 19.1	The amount of the Bid Security shall be: 2% (Two percent) of the total Bid Amount for the Bidder.
ITB 20.1	Alternative bids will not be accepted.
ITB 21.1	Required number of copies of the bid: two (2) copies.

D. SUBMISSION OF BIDS

ITB 22.1	Bidders shall not have the option of submitting their bids electronically.
ITB 22.2 (b)	<p>The address for bid submission is:</p> <p>NDSO Procurement Committee, NATIONAL DRUG SERVICE ORGANIZATION, Main South One Road, P.O. Box 1167, Mafeteng 900, Lesotho Email address: tenders@ndso.org.ls</p>
ITB 22.2 (c) & (d)	<p>See the above data for ITB 1.1 for the name of the Contract.</p> <p>The Invitation for Bids title and number are: Tender for the Supply and Delivery of Man-Up Lift Electric Swing Reach Truck with Charger. Tender No. NDSO/REACHTRUCK/2023/09.</p> <p>See the below data for ITB 23.1 for the deadline for bid submission.</p>
ITB 23.1	<p>See the above data for ITB Sub-Clause 22.2 (b) for the address and deadline for bid submission.</p> <p>Deadline for bid submission is: Thursday 09th November, 2023 at 1400 hours.</p>
ITB 24.1	See the above data for ITB Sub-Clause 23.1 for the deadline for bid submission.
ITB 25.2 (a)	The required number of copies of bid modifications is the same as the number of copies of the original bid specified above in the data for ITB Sub-Clause 21.1.
ITB 25.3 (a)	See the above data for ITB Paragraph 22.2 (b) for the address to use for submission of a bid withdrawal notice.

E. BID OPENING AND EVALUATION

ITB 26.1	<p>Time, date, and place for bid opening are: 1430 hours on Thursday 09th November, 2023 at</p> <p>NATIONAL DRUG SERVICE ORGANIZATION, Main South One Road, Mafeteng 900, Lesotho</p> <p>Venue: Procurement Meeting Room</p>
ITB 31.2	<p>The currency for bids conversion will be the Lesotho Maloti, which is normally equivalent to the South African Rand. The prevalent foreign exchange rate as published by any of the Commercial Banks of Lesotho on the date of Bid opening will be the rate valid for currency conversion.</p>
ITB 32.4 (c)	<p>The evaluation will take no other criteria into account.</p>
ITB 32.5	<p>The factors retained pursuant to ITB Sub-Clause 32.4 and the quantification methods are: ITB 32.5 (a) iii and (b) (i)</p>
ITB 32.5 (a) (iii)	<p>Delivery schedule</p> <p>The adjustment for partial shipments is 0.5% per week up to a maximum of 5%.</p>
ITB 32.5 (c)	<p>Bidders may bid for any one or more items. Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.</p>
ITB 33.1	<p>The margin of domestic preference is 15% for Bidders in Group A, 10% for Bidders in Group B and 5% for Bidders in Group C.</p>

F. POST-QUALIFICATION AND AWARD OF CONTRACT

ITB 34.1	<p>Post-qualification</p> <p>The Bidder must demonstrate that it has successfully completed at least 2 similar contracts during the last 5 years.</p>
ITB 37.1	<p>Not applicable, no quantity variation will apply</p>

ITB 38.5	Name of publication: National Drug Service Organisation Website: www.ndso.org.ls . Information will also be sent electronically to all bidders and will include, but not be more than, the following: Product Description, Unit Pack, Name of Successful Bidder and the Award Price.
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SECTION III. GENERAL CONDITIONS OF CONTRACT

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General Conditions of Contract

1. Definitions	<p>1.1 In this Contract, the following terms shall be interpreted as indicated:</p>
	(a) "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.
	(b) "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.
	(c) "Day" means calendar day.
	(d) "Effective Date" means the date on which this Contract becomes effective pursuant to GCC Clause 6.2.
	(e) "Eligible Country" means the countries not barred from trading with Lesotho by the Lesotho Government.
	(f) "End User" means the organization(s) where the goods will be used, as named in the SCC .
	(g) "GCC" means the General Conditions of Contract contained in this section.
	(h) "The Goods" means all of the pharmaceuticals and supplies including nutritional supplement and oral and injectable forms of contraception, vaccines, Pharmaceuticals and condoms that the Supplier is required to supply to the Purchaser under the Contract.
	(i) "The Purchaser" means the organization purchasing the Goods, as named in the SCC .
	(j) "The Purchaser's country" is the country named in the

		SCC.
		(k) "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.
		(l) "SCC" means the Special Conditions of Contract.
		(m) "The Services" means those services ancillary to the supply of the Goods, 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.
		(n) "The Site," where applicable, means the place or places named in the SCC.
		(o) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract, as named in the SCC.
2. Application	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
3. 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 purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially 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. Standards	4.1	The Goods 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 Goods' country

		of origin. Such standards shall be the latest issued by the concerned institution.
5. 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. Certification of Goods in Accordance with Laws of the Purchaser's Country	6.1	If required under the Applicable Law, Goods 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. Patent Rights	7.1	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. 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 specified in the SCC.
	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:
		(a) 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
		(b) 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.
9. Inspections and Tests	9.1	The Purchaser or its representative shall have the right to inspect and/or to test the Goods 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.
		(a) Upon receipt of the Goods at place of final destination, the Purchaser's representative shall inspect the Goods

	<p>to ensure that they conform to the condition of the Contract and advise the Purchaser that the Goods were received in apparent good order. The Purchaser will issue an Acceptance Certificate to the Supplier in respect of such Goods. The Acceptance Certificate shall be issued within ten (10) days of receipt of the Goods at place of final destination.</p> <p>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 above conducted at ultimate destination, whether based on product or packing grounds the goods 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.</p>
10. Packing	<p>10.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.</p>
	<p>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 or Technical Specifications, and in any subsequent instructions ordered by the Purchaser.</p>
11. Delivery and Documents	<p>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.</p>
	<p>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 <i>Incoterms</i> published by the International Chamber of Commerce, Paris.</p>
	<p>11.3 Documents to be submitted by the Supplier are specified in the SCC. <i>Incoterms</i> provides a set of international rules for</p>

		the interpretation of the more commonly used trade terms.
12. Insurance	12.1	The Goods 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.
	12.2	Where delivery of the Goods 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. Transportation	13.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods 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 Goods FCA, transport of the Goods 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 Goods DDP, transport of the Goods 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 Contract to transport the Goods 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 Goods CIF or DDP, no restriction shall be placed on the choice of carrier. Where the Supplier is required under Contract (a) to deliver the Goods FOB or FCA, and (b) to arrange on behalf and

	<p>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 Goods within the period(s) specified in the Contract.</p>
14. Incidental Services	<p>14.1 The Supplier shall provide such incidental services, if any, as are specified in the SCC.</p>
	<p>14.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, 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.</p>
15. Warranty	<p>15.1 Minimum of 5-years comprehensive on-site post implementation warranty covering technical and operational support.</p> <p>The Date of warranty will start from the date of delivery of the Goods.</p> <p>The Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship. The Bidder must warrant all components, accessories, spare parts etc. against any manufacturing defects during the warranty period at no charge to the Purchaser.</p>
	<p>15.2 The Purchaser shall have the right to make claims under the above warranty for three months after the Goods have been delivered to the final destination indicated in the Contract. Upon receipt of a written notice from the Purchaser, the Supplier shall, with all reasonable speed, replace the defective Goods without cost to the Purchaser. The Supplier will be entitled to remove, at his own risk and cost, the defective Goods once the replacement Goods have been delivered.</p>
	<p>15.3 If, after being notified that the defect has been confirmed pursuant to GCC Sub-Clause 15.2 above, the Supplier fails to replace the defective Goods within the period specified in the SCC, the Purchaser may proceed to take such remedial action as may be necessary, including removal and disposal,</p>

	<p>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 Goods for the period following notification and deduct the sum from payments due to the Supplier under this Contract.</p>
	<p>15.4 <i>Recalls.</i> In the event any of the Goods 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 Goods that fully meet the requirements of the Technical Specification and arrange for collection or destruction of any defective Goods. If the Supplier fails to fulfill its recall obligation promptly, the Purchaser will, at the Supplier's expense, carry out the recall.</p>
16. Payment	<p>16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.</p>
	<p>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 Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 11, and upon fulfillment of other obligations stipulated in the Contract.</p>
	<p>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.</p>
	<p>16.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in the SCC subject to the following general principle: Payment will be made in the currency or currencies in which the payment has been requested in the Supplier's bid.</p>
	<p>16.5 All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 16.4.</p>
17. Prices	<p>17.1 Prices charged by the Supplier for Goods 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 or in the Purchaser's request for bid validity extension, as the case may</p>

	be.
18. Change Orders	18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
	(a) specifications, where Goods to be furnished under the Contract are to be specifically developed for the Purchaser;
	(b) the place of delivery; and/or
	(c) 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. Contract Amendments	19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
20. Assignment	20.1 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. Delays in the Supplier's Performance	21.1 Delivery of the Goods 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 Goods 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

	<p>performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.</p>
	<p>21.3 Except as provided under GCC Clause 24, 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, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.</p>
<p>22. Liquidated Damages</p>	<p>22.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods 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 of the delivered price of the delayed Goods 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. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.</p>
<p>23. Termination for Default</p>	<p>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:</p>
	<p>(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or</p> <p>(b) if the Goods do not meet the Technical Specifications stated in the Contract; or</p>
	<p>(c) if the Supplier fails to provide any registration or other certificates in respect of the Goods within the time specified in the Special Conditions.</p> <p>(d) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>For the purpose of this clause:</p> <p>“corrupt practice” means the offering, giving,</p>

	<p>receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.</p> <p>“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.</p> <p>(e) if the Supplier fails to perform any other obligation(s) under the Contract.</p>
	<p>23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>
24. Force Majeure	<p>24.1 Notwithstanding the provisions of GCC Clauses 21, 22, and 23, 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.</p>
	<p>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.</p>
	<p>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</p>

		practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
25. Termination for Insolvency	25.1	The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes Funding Agency rupt 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. 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 Goods 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 Goods, the Purchaser may elect:
		(a) to have any portion completed and delivered at the Contract terms and prices; and/or (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
27. 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

	<p>hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p>
	<p>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 Goods under the Contract.</p> <p>27.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p>
	<p>27.3 Notwithstanding any reference to arbitration herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and</p> <p>(b) the Purchaser shall pay the Supplier any monies due to the Supplier.</p>
28. Limitation of Liability	<p>28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 7,</p> <p>(a) 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</p> <p>(b) 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.</p>
29. Governing Language	<p>29.1 The Contract shall be written in the language specified in the SCC. Subject to GCC Clause 30, 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.</p>
30. Applicable Law	<p>30.1 The Contract shall be interpreted in accordance with the</p>

		laws of the Purchaser's country, unless otherwise specified in the SCC.
31. 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.
	31.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
32. Taxes and Duties	32.1	A Supplier supplying Goods 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 Goods to the Purchaser.

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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. Definitions (GCC Clause 1)	
GCC 1.1 (f)	The end user is: NATIONAL DRUG SERVICE ORGANIZATION
GCC 1.1 (i)	The Purchaser is: NATIONAL DRUG SERVICE ORGANIZATION
GCC 1.1 (j)	The Purchaser's country is: Lesotho
GCC 1.1 (n)	The Site is: NDSO, Main South One Road, Mafeteng, Lesotho
GCC 1.1 (o)	The Supplier is: the lowest evaluated substantially responsive Bidder
GCC 1.1	<p>In addition to the definitions in GCC 1.1, the following words and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none"> (p) "Contract" means a binding agreement between two parties that is enforceable by law. (q) "Order" means a commercial document used to request an entity to supply goods in return for payment as per specifications and quantities agreed on the contract. (r) "Response Time" means the period for delivery of the Supplies DDP NDSO, Mafeteng, Lesotho Incoterms® 2010, calculated from the date of a confirmed order.
2. Application (GCC Clause 2)	
GCC 2	There are no Special Conditions of Contract applicable to GCC Clause 2.

3. Country of Origin (GCC Clause 3)	
GCC 3	There are no Special Conditions of Contract applicable to GCC Clause 3
4. Standards (GCC Clause 4)	
GCC 4	The NDSO is looking for well proven / designed and quality product, which is used by a large number of users in Lesotho, South Africa and or abroad. All items quoted should be associated with specific version / model numbers and names and with printed literature. Any departure from the specifications as given in Technical Specifications should be clearly listed on the sheet that will indicate “deviations”.
5. Use of Contract Documents and Information (GCC Clause 5)	
GCC 5	There are no Special Conditions of Contract applicable to GCC Clause 5
6. Certification of Goods in Accordance with Laws of the Purchaser’s Country (GCC Clause 6)	
GCC 6.1 & 6.3	There are no Special Conditions of Contract applicable to GCC Clause 6
GCC 6.2	The Effective Date of the Contract is [<i>Date of Contract signing</i>]
7. Patent Rights (GCC Clause 7)	
GCC 7	There are no Special Conditions of Contract applicable to GCC Clause 7
8. Performance Security (GCC Clause 8)	
GCC 8.1	Performance security shall not be required
GCC 8.4	The Performance Security proceeds payable to the Purchaser shall be reduced in value following completion of the Supplier’s obligations under each call-off order, by an amount proportionate to the value of the contract price represented by the call-off order.

9. Inspections and Tests (GCC Clause 9)	
GCC 9.1	There are no Special Conditions of Contract applicable to GCC Clause 9.1.
10. Packing (GCC Clause 10)	
GCC 10.2	<p>The following will apply:</p> <p style="text-align: center;">Shipping Marks</p> <p>The shipping mark for all the cartons shall be as follows:</p> <p style="text-align: center;"><i>[insert: Supply Contract Number]</i> National Drug Service Organization Main South One Road Mafeteng, Lesotho</p>
11. Delivery and Documents (GCC Clause 11)	
GCC 11.1 & 11.3	<p>Notwithstanding the provisions of GCC 11.1, The quantity of Supplies and Related Services to be provided shall be as specified in call-off orders.</p> <p>The Delivery of the Supplies and Completion of the Related Services shall be in accordance with the order.</p> <p>The shipping and other documents to be furnished by the Provider for the order is:</p> <p>For Goods supplied from abroad:</p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, Order number, description of Goods, quantity, the flight, the airway bill number and date. The Supplier shall mail the following documents to the Purchaser:</p> <p>(i) one original and two copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total</p>

	<p>amount;</p> <ul style="list-style-type: none"> (ii) one original and three (3) copies of the airway bill marked “freight prepaid”; (iii) three copies of the packing list identifying contents of each package; (iv) insurance certificate; (v) Developer’s or Supplier’s warranty certificate; (vi) certificate of origin; <p>The above documents shall be received by the Purchaser at least one week before arrival of the Goods</p> <p>For Goods from within the Purchaser’s country:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail or deliver the following documents to the Purchaser:</p> <ul style="list-style-type: none"> (ii) three original copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; (iii) three copies of the packing list identifying contents of each package; (iv) Developer’s or Supplier’s warranty certificate; (v) certificate of origin; <p>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.</p>
<p>12. Insurance (GCC Clause 12)</p>	
GCC 12.1	The Insurance shall be in an amount equal to 110 percent of the DDP value of the Goods from “warehouse” to “warehouse” on “All Risks” basis, including War Risks and Strikes.
<p>13. Transportation (GCC Clause 13)</p>	
GCC 13	There are no Special Conditions of Contract applicable to GCC Clause 13

14. Incidental Services (GCC Clause 14)	
GCC 14.1	<p>Incidental services to be provided are:</p> <p style="padding-left: 40px;">The Supplier shall provide all necessary licenses and permissions for use of the Goods in the Purchaser's country that may be required for the Goods. The cost shall be deemed included in the Contract Price.</p>
15. Warranty (GCC Clause 15)	
GCC 15.1	There are no Special Conditions of Contract applicable to GCC 15.
GCC 15.4	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.
16. Payment (GCC Clause 16)	
GCC 16.1 & 16.4	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from outside the Rand Monetary Area:</p> <p>Payment for Goods and Services supplied from outside the Rand Monetary Area shall be made in the currency of the Call-Off Order price, as follows:</p> <p>A. 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 Purchaser's name; the Call-Off Order number, funds number; description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal); or</p> <p>Payment for Goods and Services supplied from within the Rand Monetary Area:</p> <p>Payment for Goods and Services supplied from within the Rand Monetary Area shall be made in South African Rand currency, as follows:</p> <p style="padding-left: 40px;">Hundred (100) percent of the Call-Off Order Price shall be paid within thirty (30) days of receipt of the goods and upon</p>

	submission of an invoice (showing Purchaser's name; the Call-Off Order number, funds number; description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal).
17. Prices (GCC Clause 17)	
GCC 17.1	Prices shall be fixed and firm for the duration of the Contract. Notwithstanding the provisions of GCC 17.1 and GCC 1.1(b), 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.
18. Change Orders (GCC Clause 18)	
GCC 18	There are no Special Conditions of Contract applicable to GCC 18.
19. Contract Amendments (GCC Clause 19)	
GCC 19	There are no Special Conditions of Contract applicable to GCC 19.
20. Assignment (GCC Clause 20)	
GCC 20	There are no Special Conditions of Contract applicable to GCC 20.
21. Delays in the Supplier's Performance (GCC Clause 21)	
GCC 21	There are no Special Conditions of Contract applicable to GCC 21.
22. Liquidated Damages (GCC Clause 22)	
GCC 22.1	Liquidated Damages apply if the Supplier fails to deliver any or all of the Supplies or perform the Related Services specified in any call-off order within the response times specified in the Schedule of Requirements. Notwithstanding the provisions of GCC 22.1, the amount of liquidated

	<p>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 Provider has failed to deliver the Supplies or perform the Related Services.</p> <p>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.</p>
23. Termination for Default (GCC Clause 23)	
GCC 23	There are no Special Conditions of Contract applicable to GCC 23.
24. Force Majeure (GCC Clause 24)	
GCC 24	There are no Special Conditions of Contract applicable to GCC 24.
25. Termination for Insolvency (GCC Clause 25)	
GCC 25	There are no Special Conditions of Contract applicable to GCC 25.
26. Termination for Convenience (GCC Clause 26)	
GCC 26	There are no Special Conditions of Contract applicable to GCC 26
27. Settlement of Disputes (GCC Clause 27)	
GCC 27.2.2	<p>The dispute resolution mechanism to be applied pursuant to GCC Sub-Clause 27.2.2 shall be as follows:</p> <p>Clause 27.2.2 (a) below shall be retained in the case of a Contract with a foreign Supplier and Clause 27.2.2 (b) shall be retained in the case of a Contract with a national of the Purchaser's country</p> <p>(a) Contracts with foreign Supplier:</p> <p>GCC 27.2.2 (a)–Any dispute, controversy, or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at</p>

	<p>present in force.</p> <p>(b) Contracts with Supplier national of the Purchaser's country:</p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country.</p>
28. Limitation of Liability (GCC Clause 28)	
GCC 28	There are no Special Conditions of Contract applicable to GCC 28.
29. Governing Language (GCC Clause 29)	
GCC 29.1	English
30. Applicable Law (GCC Clause 30)	
GCC 30.1	The Contract shall be interpreted in accordance with the laws of the KINGDOM OF LESOTHO regardless of where the contract was signed.
31. Notices (GCC Clause 31)	
GCC 31.1	<p>Purchaser's address for notice purposes and the issue of call-off orders:</p> <p style="text-align: center;"> NATIONAL DRUG SERVICE ORGANIZATION Main South One Road, P.O. Box 1167, Mafeteng 900, Lesotho. Tel.: +266 227 00 232 Email: tenders@ndso.org.ls </p>
32. Taxes and Duties (GCC Clause 32)	
GCC 32	There are no Special Conditions of Contract applicable to GCC 32.

SECTION V. SCHEDULE OF REQUIREMENTS

The delivery schedule expressed as weeks stipulates hereafter a delivery date that is the date of delivery to NDSO, Mafeteng when the Contract is placed on DDP terms. To determine the correct date of delivery hereafter specified, the Purchaser has considered the additional time that will be needed for international or national transit to Mafeteng.

It may be noted that the requirements given in this tender is indicative only and the Purchaser reserves the right to accept or reject any quotation and also to alter any or all the terms and conditions without assigning any reason thereof.

DESCRIPTION	QUANTITY	DELIVERY PERIOD
Man-Up Lift Electric Swing Reach Truck with Charger	1	Within 4 weeks of order

The named destination for delivery DDP, “port clearance formalities by supplier”, is:
NDSO
Main South One Road,
Mafeteng 900, Lesotho

SECTION VI. TECHNICAL SPECIFICATIONS

Man-Up Lift Electric Swing Reach Truck with Charger

DESCRIPTION	QUANTITY	DELIVERY PERIOD
Man-Up Lift Electric Swing Reach Truck with Charger	1	Within 4 weeks of order

The following are the minimum required specifications needed;

- Electric Lift
- Platform Size: 0.53 x 0.76 m
Person Capacity: Max 1
- Working Height: 4.95 m
- Platform Height: 2.95 m
- Lifting Speed: 16 Seconds
- Weight: 320 kg
- Total Width: 0.76 m
- Total Height: 1.64 m
- Total Length: 1.2 m
- Power Source: 2 x 12v 75 Ah (C20) 64Ah batteries, maintenance-free
- System Voltage: 24 v
- Battery Charger: 230 V, 50 Hz / 60 Hz
- Lifting System: Electric motor, 24VDC
- Wheels: Non marking. Diameter 200 mm
- Parking Brake: Manual foot: 1.1

Man up Electric Swing Reach Truck specifications

Identifications	Type of Mast	Triple Mast	
	Drive Type	Electric	
	Operation Type	Trilateral Stacking	
	Load Capacity	1500	kg
	Drive Type	Sit on	
	Wheelbase	2080	mm
Weight	Dead weight (with battery)	9280	kg

Tyre	Type of wheel	PU	
	Driving wheel size	φ400×160	mm
	Front size	φ165x145	mm
	Wheel quantity (X=driving wheel)	lx / 4	
Dimension	Height with mast closed	5318	mm
	Free Lift Height	4153	mm
	Sub lifting height	1520	mm
	Lifting height	13500	mm
	Overall height with mast extended	14665	mm
	Cab Height	2100	mm
	Overall length (Forks sideways / forks facing forward)	3818 / 4790	mm
	Overall width	1500	mm
	Fork dimensions	122x50x1200	mm
	Fork class/type	2/A	
	Overall Fork Width	297-750	mm
	Clearance height	80	mm
	Turning Radius	2356	mm
	Pallet Width	1000	mm
	Pallet Length	1200	mm
	Working Aisle width	1600	mm
Main Aisle width	3000	mm	

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. In its bid, the Bidder **MUST** use these forms (or forms that present in the same sequence substantially the same information). 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.

SAMPLE FORMS

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1. Bid Form

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

Date: *[insert: **date of bid**]*

IFB No.: NDSO/REACHTRUCK/2023/09

Tender Title: **Supply and Delivery of Man-Up Lift
Electric Swing Reach Truck with Charger to the
National Drug Service Organisation**

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**]*, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said Bidding Documents for the sum of:

<i>[insert: amount of currency in words]</i>	<i>([insert: amount of currency in figures])</i>
---	---

(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 any supplies, with the exception of any guaranteed minimum value.

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

We agree to abide by this bid, for the Bid Validity Period specified in Clause 18.1 of 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 developer's name and country of origin of each product tendered on the quotation forms.

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: **NDSO/REACHTRUCK/2023/09**

Tender Closing Date: _____

Subject: **Supply and Delivery of Man-Up Lift Electric Swing Reach Truck with Charger to the National Drug Service Organisation**

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

In particular:

- a. the offered price has not been divulged to any person,
- b. no arrangement has been made with any person that he should refrain from tendering,
- c. no arrangement has been made with any person to the effect that we 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 Developed outside the Country (to be imported)

(Group D bids)

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

1	2	3	4	5	6	7	8
Item No.	Product(s)	Quantity offered	Unit Price DDP NDSO Mafeteng	Total price per item [3 x 4]	Total lead time	Name of Manufacturer	Country of Origin
1							
2							
3							
4							
5							
6							

Total bid price _____

Currency: _____

In figures: _____

In words: _____

Signed: _____

Dated: _____

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

Note:

Section VII. Sample Forms

- (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 **Quantity Offered** per product is the **QUANTITY of Packs** that NDSO intends to purchase as it appears on the **Schedule of Requirements**.
- 4.0 **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.**
- 5.0 **Total Price per Item:** this is the product of column 3 (quantity) multiplied by column 4 (unit price DDP, Mafeteng).
- 6.0 **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).
- 7.0 **Developer:** This is a firm/factory/plant/company that developed finished products including final packaging.
- 8.0 **Country of Origin:** This is an eligible country where the primary developer of the Goods is based and licensed to develop the Goods to be tendered (as they appear on the **Schedule of Requirements**).

4. Price Schedule for Domestic Goods Developed 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
Item No.	Product(s)	Quantity offered	Unit Price DDP NDSO Mafeteng	Total price per item [3 x 4]	Sales and other taxes payable if contract is awarded	Total lead time	Name of Manufacturer
1							
2							

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 **Quantity Offered** per product is the **QUANTITY of Packs** that the Purchaser intends to purchase as it appears on the **Schedule of Requirements**.
- 4.0 **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.
- 5.0 **Total Price per Item:** this is the product of column 3 (quantity) multiplied by column 4 (unit price DDP, Mafeteng).
- 6.0 **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.
- 7.0 **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).
- 8.0 **Developer:** This is a firm/factory/plant/company that developed finished product including final packaging.

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/REACHTRUCK/2023/09 ("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. Developer's Authorization

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

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

IFB No.: **NDSO/REACHTRUCK/2023/09**

To: The NDSO Procurement Committee
National Drug Service Organization
P.O. Box 1167
Mafeteng 900
Lesotho

WHEREAS

We [insert: **complete name of Developer**], who are official manufacturers of [insert: **type of goods Developed**], having factories at [insert: **full address of Developer's factories**], do hereby authorize [insert: **complete name of Bidder**] to submit a bid the purpose of which is to provide the following Goods, Developed 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 Developer**]

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

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 and Social Welfare 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 goods 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 Goods 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 Goods 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 orders, which shall be issued by the Purchaser using the format attached to this contract.
- 9. Orders shall be issued after contract signing.

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”

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.

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)]

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.

