



**NATIONAL DRUG SERVICE  
ORGANIZATION**

**GENERAL DOCUMENT**

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**KINGDOM OF LESOTHO**

**NATIONAL DRUG SERVICE ORGANIZATION**

**TENDER DOCUMENT**

**TENDER NO. NDSO/PSS/2024/01**

**TENDER FOR PROVISION OF SECURITY SERVICES TO NATIONAL DRUG  
SERVICE ORGANISATION WAREHOUSES AND SUB WAREHOUSES**

**Financed by**

**NATIONAL DRUG SERVICE ORGANISATION**

**Mafeteng, 18<sup>th</sup> January, 2024**

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## Section I. Invitation for Bids

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# NATIONAL DRUG SERVICE ORGANISATION

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## Invitation for Bids

18<sup>th</sup> January, 2024

IFB No.: NDSO/PSS/2024/01

### PROVISION OF SECURITY SERVICES TO NATIONAL DRUG SERVICE ORGANISATION WAREHOUSES AND SUB-WAREHOUSES.

- 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 is legally gazette through the Legal Notice Supplement No.4 to Gazette No.19 of the 2<sup>nd</sup> March 2007. The Government Hospitals use their allocated funds for drugs and dressings to buy the supplies from NDSO. These funds are used by NDSO to Procure Medicines, Medical Supplies from eligible Suppliers on annual tender basis.
- NDSO now invites sealed bids from eligible bidders for the **Provision of Security Services to National Drug Service Organisation Warehouses and Sub-warehouses as follows:**

Destination	Description	Un Armed Security Guard	Armed Security Guard
<b>New Warehouse</b>			
9 Security Guards	5 During the Day (Supervisor & armed) & 1 Reliever	4	1
	3 During the Night (Supervisor & armed)	3	1
<b>NDSO Main Warehouse</b>			
4 Security Guards	2 During the Day	2	
	2 During the Night	2	
<b>NDSO Gates (Main Gate, Procurement Gate &amp; Upper Gate)</b>			
9 Security Guards	5 During the Day {2 at Main Gate (Supervisor & armed), 1 at Procurement Gate & 1 at Upper Gate} & 1 Reliever	4	1
	4 During the Night {2 at Main Gate (Supervisor & armed), 1 at Procurement Gate & 1 at Upper Gate}	3	1

3. Qualifications requirements for award include amongst others: **(a) business experience of not less than three years in similar jobs, (b) successful completion of similar contracts of not less than M100,000.00 in the past three years.** The margin of preference for local suppliers shall be applied in accordance with the requirements of Clause 78 of the Government of Lesotho Public Procurement Act, 2023 during the evaluation. Additional details are provided in the Bidding Documents.
4. Bidding will be conducted through the Open National Competitive bidding procedures based on the current Public Procurement Act, 2023 of Lesotho.
5. It is expected that Bidders will be notified about the outcome of the tender on or before 27<sup>th</sup> March, 2024.
6. Interested eligible bidders may obtain further information from and inspect the bidding documents at:
  - The NDSO Procurement Committee
  - National Drug Service Organization
  - Main South One Road
  - Mafeteng 900
  - Lesotho
  - Email address: [tenders@ndso.org.ls](mailto:tenders@ndso.org.ls)
  - Telephone: +266 222 15 300
  - Fax: +266 227 01 385/340
7. A complete set of bidding documents in English may be purchased by interested Bidders upon payment of a non-refundable fee of **LSL1,000.00 (One Thousand Maloti only which is equivalent to South African Rand) on or before Thursday 07<sup>th</sup> March, 2024 at the address below 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.** The method of payment shall be telegraphic transfer to the bank account details below with all bank charges to the account of the Bidder.
8. Account details for payment for bidding documents:
  - Account number: 9080001845574
  - Account name: National Drug Service Organization
  - Bank name: Standard Lesotho Bank
  - Branch name: Mafeteng Branch
  - Branch code: 060667
  - Swift Code: SBICLSMX
9. It is mandatory for bidders to submit bona fide certificate for bidding and their tax clearance certificates together with their bids as well as their trader's license. These documents shall either be originals or certified copies by Lesotho Revenue Authority and Trade Department. Non-compliance with this requirement **may invalidate** their bids.
10. Bids must be delivered to the address below at or before **1400 hours on 07<sup>th</sup> March,**

**2024.** All bids must be accompanied by a Bid Security of **LSL10,000.00**. The Bid Security must be in form of a Bank Guarantee issued by a reputable bank agreeable to NDSO. Late bids will be rejected. Bids will be opened in the presence of the bidders' representatives, who choose to attend at the address below at **1430 hours on 07<sup>th</sup> March, 2024** at the address given below:

The NDSO Procurement Committee  
National Drug Service Organization  
Main South One Road  
Mafeteng 900  
Lesotho

18<sup>th</sup> January, 2024

M.G. Sefali (Mr.)

**Chairperson**

The NDSO Chief Accounting Officer

## Section II. Instructions to Bidders





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## Instructions to Bidders

### A. General

- 1. Scope of Bid**
  - 1.1 The Purchaser, as defined in the **Bid Data Sheet**, invites bids for the Services, as described in the **Schedule of Requirements** of this Bidding Documents. The name and identification number of the Contract is provided in the **Bid Data Sheet**.
  - 1.2 The successful Bidder shall be expected to complete the performance of the Services by the Intended Completion Date provided in the **Bid Data Sheet**.
  - 1.3 NDSO solicits the Bids in response to this tender. The Bidders must strictly adhere to all the requirements of these tender documents. No changes, substitutions or other alterations to the provisions stipulated in this tender documents shall be accepted unless approved in writing by NDSO. However, whilst fully complying with the tender documents, the Bidders are encouraged to provide any suggestions and solutions that may achieve a more cost-effective and value-for-money approach to fulfilling the requirements of NDSO.
  - 1.4 The submission of the Bids shall be deemed to constitute an acknowledgement by the Bidder that all the obligations stipulated in the tender documents shall be met and unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this tender.
  - 1.5 Any bid(s) submitted shall be regarded as an offer by the Bidder and not as an acceptance of an offer of the Bid(s) by NDSO. The Bid(s) shall not commit NDSO to award a contract.
- 2. Source of Funds**
  - 2.1 National Drug Service Organisation.
- 3. Eligible Bidders**
  - 3.1 This Invitation for Bids is open to all licensed bidders in security trade in the Kingdom of Lesotho.
  - 3.2 All bidders shall provide in Section III, Forms of Bid and Qualification Information, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the Employer or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the

Contract. A firm that has been engaged by the Employer to provide Consultant Services for the preparation or supervision of the Services, and any of its affiliates, shall not be eligible to bid.

3.3 Government-owned enterprises in the Employer's country may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Employer.

3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices in accordance with ITB clause 37.1.

**4. Qualification of the Bidder**

4.1 All bidders shall provide in Section III, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

4.2 All bidders shall include the following information and documents with their bids in Section III, unless otherwise stated in the Bidding Data:

(a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;

(b) total monetary value of Services performed for each of the last five years;

(c) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;

(d) list of major items of equipment proposed to carry out the Contract;

(e) qualifications and experience of key site management such as Head of Security Company and other technical personnel proposed for the Contract including a functional organizational structure be provided;

- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authority to the Employer to seek references from the Bidder's bankers;
- (i) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
- (j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.

4.3 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the Bidding Data:

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

shall be done exclusively with the partner in charge.

- 4.4 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:
- (a) annual volume of Services of at least the amount specified in the Bidding Data;
  - (b) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete);
  - (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the Bidding Data;
  - (d) a security company with five years' experience in Services of an equivalent nature and volume; and
  - (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the Bidding Data.

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

- 4.5 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of Sub-Clause 4.4(a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise stated in the Bidding Data.
- 4.6 To qualify for a package of contracts made up of this and other contracts for which bids are invited in the IFB to form a package will; so, indicate in the bid together with any discounts offered

for the award of more than one contract.

- 5. Number of Bids per Bidder** 5.1 Bidders can submit one Bid for each lot or for all lots either individually or as partners in a joint venture, the Consortium or the Association, unless otherwise stated in the **Bids Data Sheet**.
- 6. Cost of Bidding** 6.1 The Bidder shall bear all costs associated with the preparation and submission of this Bid, and the Employer will in no case be responsible or liable for those costs.
- 7. Site Visit** 7.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Sites of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

## **B. Bidding Documents**

- 8. Content of Bidding Documents** 8.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 10:
- |         |      |  |
|---------|------|--|
| Section | II   | Instructions to Bidders                    |
|         | III  | Forms of Bid and Qualification Information |
|         | IV   | General Conditions of Contract             |
|         | V    | Special Conditions of Contract             |
|         | VI   | Performance Specifications                 |
|         | VII  | Activity Schedule                          |
|         | VIII | Forms of Securities                        |
- 8.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III, V, and VIII should be completed and returned with the Bid in the number of copies specified in the Bidding Data.
- 9. Clarification of Bidding Documents** 9.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable ("cable" includes telex and facsimile) at the Employer's address indicated in the invitation to bid. The Employer will respond to

any request for clarification received earlier than 14 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

- 10. Amendment of Bidding Documents**
- 10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Purchaser.
- 10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

### C. Preparation of Bids

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

- 12. Documents Comprising the Bid**
- 12.1 **The Bid Form.**
- The Bidders shall submit the Bid Form using the form furnished in **Annex A Form** of the tender documents.

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

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

- 12.2.1 **Expertise of Firm/Organization** – this section should provide



details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and ongoing, both domestic and international) which are related or similar in nature to the requirements in the **Schedule of Requirements**.

**12.2.2 Proposed Methodology, Approach and Implementation Plan**

– this section should demonstrate the Bidder’s response to the Schedule of Requirements by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted (if any); and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the **Schedule of Requirements**. This methodology must be laid out in an implementation timetable that is within the duration of the contract.

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

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

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

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

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

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

The Financial Proposal/ the Pricing Schedule shall be prepared

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

**13. Bid Prices**

13.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section VI, based on the priced Activity Schedule submitted by the Bidder.

13.2 The Bidder shall fill in rates and prices for all items of the Services described in the Specifications, Section VI and listed in the Activity Price Schedule, Section VIII. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Price Schedule.

13.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, shall be included in the total Bid price submitted by the Bidder.

13.4 If provided for in the Bidding Data, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

13.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder to the Contract

**14. Currencies of Bid and Payment**

14.1 The lump sum price shall be quoted by the Bidder in the following currencies:

(a) for those inputs to the Services which the Bidder expects to provide from within the Employer's country, the prices shall be quoted in the currency of the Employer's country, unless otherwise specified in the Bidding Data; and

(b) for those inputs to the Services which the Bidder expects to provide from outside the Employer's country, the prices shall also be quoted in the currency of the Employer's country.

14.2 The Purchaser, on processing of the payment to the Service Provider appointed for the services being tendered shall "withhold tax on the payment to the Contractor at the rate of 5% of the gross amount of the payment". This shall be paid to the Lesotho Revenue Authority (LRA) as Source Tax as per the Income Tax Act 1993 Section (157) subsection (1).

## 15. Bid Validity

15.1 Bids shall remain valid for the period specified in the Bidding Data, commencing on the Bids submission deadline date also indicated in the **Bids Data Sheet**. A Bid Valid for a shorter period shall be immediately rejected by the Purchaser and rendered non-responsive.

15.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with Clause 16 in all respects.

15.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended by more than 60 days, the amounts payable in local currency to the Bidder selected for award, shall be increased by applying to the local currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

## 16. Bid Security

16.1 The Bidder shall furnish, as part of the Bid, a Bid Security in local currency in the amount specified in the Bidding Data.

16.2 The bid security shall be denominated in the currency of the bid and shall be in accordance with the form of Bid Security included in Section IX or another form acceptable to the

Employer, 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, in the form provided in the bidding documents or another form acceptable to the Purchaser and valid for thirty (30) days beyond the validity of the bid; or

16.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer. The Bid Security of a joint venture must define as "bidder" all joint venture partners and list them in the following manner: a joint venture consisting of "\_\_\_\_\_", "\_\_\_\_\_", and "\_\_\_\_\_".

16.4 The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 15.1.

16.5 The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

16.6 The Bid Security may be forfeited

- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
- (b) if the Bidder does not accept the correction of the Bid price, pursuant to Clause 27; or
- (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
  - (i) sign the Contract; or
  - (ii) furnish the required Performance Security.

**17. Alternative Proposals by Bidders**

17.1 Bidders shall submit offers that comply with the requirements of the bidding documents, as indicated in the Specifications, Sections VI and VII. Alternatives will not be considered, unless specifically allowed in the Bidding Data. If so allowed, Sub-Clause 17.2 shall govern.

17.2 If so allowed in the Bidding Data, bidders wishing to offer

technical alternatives to the requirements of the bidding documents must also submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.

**18. Format and  
Signing of Bid**

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

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

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

**D. Submission of Bids**

**19. Sealing and  
Marking of Bids**

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

19.2 The inner and outer envelopes shall

- (a) be addressed to the Purchaser at the address provided in the Bid Data Sheet;
- (b) bear the name and identification number of the Tender Number as defined in the **Bid Data Sheet** and Special Conditions of Contract; and
- (c) provide a warning not to open before the specified time and date for Bid opening as defined in the **Bid Data Sheet**.

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

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

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

**20. Deadline for Submission of Bids**

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

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

**21. Late Bids**

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

**22. Modification and Withdrawal of Bids**

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

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

appropriate.

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

22.4 Withdrawal of the Bids between the deadline for submission of the bids and the expiration of the period of Bids validity specified in the **Bid Data Sheet** or as extended pursuant to Sub-Clause 15.2 may result in the forfeiture of the Bid Security pursuant to Clause 16.

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

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

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

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

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

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

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

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

24.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder is notified of the award. Any

effort by a Bidder to influence the Purchaser's processing of the bids or award decisions may result in the rejection of the Bid.

24.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser, who shall provide a written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors shall not be addressed.

**25. Clarification of Bids**

25.1 To assist in the examination, evaluation, and comparison of the bids, the Purchaser may, at the Purchaser's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Pricing Schedule, and other information that the Purchaser may require. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bids in accordance with Clause 27.

25.2 Subject to clause 25.1, no bidder shall contact the Purchaser on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser, he should do so in writing.

25.3 Any effort by the Bidder to influence the Purchaser in the Purchaser's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.

**26. Examination of Bids and Determination of Responsiveness**

26.1 Prior to the detailed evaluation of the bids, the Purchaser shall determine whether each Bid (a) meets the qualification criteria defined in Clause 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

26.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Purchaser's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting



substantially responsive bids.

26.3 If a Bid is not substantially responsive, it shall be rejected by the Purchaser, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

**27. Correction of Errors**

27.1 The Bids determined to be substantially responsive shall be checked by the Purchaser for any arithmetic errors. Arithmetical errors shall be rectified by the Purchaser on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words shall prevail.

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

**28. Currency for Bid Evaluation**

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

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

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

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

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

29.3 The Purchaser reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations,

and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Purchaser shall not be taken into account in Bid evaluation.

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

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

**30. Preference for Domestic Bidders**

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

## **F. Award of Contract**

**31. Award Criteria**

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

**32. Purchaser's Right to Accept any Bid and to Reject any or all Bids**

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

**33. Notification of Award and Signing of Agreement**

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

Price”).

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

33.3 The Contract, in the form provided in the bidding documents, shall incorporate all agreements between the Purchaser and the successful Bidder. It shall be signed by the Purchaser and sent to the successful Bidder along with the **Award Notification**. Within 21 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Purchaser, together with the required performance security pursuant to Clause 34.

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

33.5 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser shall promptly respond in writing to the unsuccessful bidder.

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

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

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

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

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

- 35. Advance Payment and Security** 35.1 The Purchaser, if allowed and indicated in the **Bid Data Sheet**, shall provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount stated in the **Bid Data Sheet**.
- 36. Arbitrator** 36.1 The Arbitrator, if approved, and indicated in the **Bid Data Sheet**, shall be appointed by the Purchaser.
- 37. Corrupt or Fraudulent Practices** 37.1 The Purchaser requires that the Bidders or the Suppliers or the Contractors or the Sub-Contractors observe the highest standard of ethics during the procurement and execution of its contracts. In pursuance of this policy:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
    - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
  - (b) shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
  - (c) shall declare the Bidder ineligible, either indefinitely or for a stated period of time, to be awarded the Purchaser’s or GOL-financed contract if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the Purchaser’s or GOL-financed contract.
- 37.2 Furthermore, Bidders shall be aware of the provision stated in Clauses 1.7 and 2.6.1 of the General Conditions of Contract.

**38. Bids Submission Checklist.**

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

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

**39. Evaluation Criteria.**

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

**39.1 Qualitative Evaluation.**

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

### **39.2 Quantitative Evaluation.**

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

### **39.3 Financial Evaluation**

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

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

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

**Final Score= 0.2 [ Quantitative Evaluation Score] + 0.8[ Financial Evaluation Score]**

## G. Bidding Data

### Instructions to Bidders Clause Reference

- (1.1) The Employer is **National Drug Service Organisation**
- The name and identification number of the Contract is **Provision of Security Services to National Drug Service Organisation Warehouses and Sub-warehouses of. IFB No.: NDSO/PSS/2024/01**
- (1.2) The Intended Completion date is **31<sup>st</sup> March, 2026**
- The assignment is under **National Drug Service Organisation**
- (4.2) The information required from bidders in Sub-Clause 4.2 is modified as follows: None, bidders must provide all information stipulated in Sub-Clause 4.2
- (4.4a) The minimum required annual volume of Services for the successful Bidder in any of the last three years shall be **M100,000.00.**
- (4.4b) The experience required to be demonstrated by the Bidder should include as a minimum the he has executed during the last three years the following:
- **Security services to Warehouses or similar institutions**
- (4.4c) The essential equipment to be made available for the Contract by the successful Bidder shall be: **Fire Arms and Two-Way Radios or Cell Phones.**
- (4.4e) The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be: **N/A**
- (8.2) and (18.1) The number of copies of the Bid to be completed and returned shall be: **Two; One Original and a copy**
- (13.4) The Contract *“is not”* subject to price adjustment in accordance with Clause 6.6 of the Conditions of Contract.
- (11.1) Language of the bid: **English**
- (14.1) Local inputs shall be quoted in **Maloti**

- (15.1) The period of Bid validity shall be **Ninety (90) days**
- (16.1) The amount of Bid Security shall be **Ten Thousand Maloti (LSM10,000.00)**.
- (17.0) Alternative proposals to the requirements of the bidding documents **“will not”** be permitted.
- (19.2) The Employer’s address for the purpose of Bid submission is  
The NDSO Procurement Committee  
National Drug Service Organization  
Main South One Road  
Mafeteng 900  
Lesotho  
Email address: [tenders@ndso.org.ls](mailto:tenders@ndso.org.ls)  
Telephone: +266 222 15 300  
Fax: +266 227 01 385/340
- For identification of the bid the envelopes should indicate:  
Contract: **Provision of Security Services to National Drug Service Organisation Warehouses and Sub-warehouses.**  
Bid Number: **IFB No.: NDSO/PSS/2024/01**
- (20.1) The deadline for submission of bids shall be **14:00 hours on 07<sup>th</sup> March, 2024**
- (23.1) Bids will be opened at **14:30 hours on 07<sup>th</sup> March, 2024** at the following address:  
National Drug Service Organization  
Main South One Road  
Mafeteng 900  
Lesotho
- (34.0) The Performance Security acceptable to the Employer shall be the in the Standard Form of *“Bank Guarantee”* of **10 percent of the Contract Price.** (N/A)
- (35.1) The Advance Payment shall be of **Ten (10) percent of the Contract Price.** (N/A)
- (36.1) The Adjudicator proposed by the Employer is: **N/A**



## Section III. Forms of Bid, Qualification Information, Letter of Acceptance, and Contract

### (a) The Bid Form

#### Notes on the Bid Form

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

*[insert the date]*

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

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

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

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

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

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

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

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

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

IFB No.:

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

Subject: **Provision of Security Services to the National Drug Service Organisation.**

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

In particular:

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

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

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

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

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

**Signed:**

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

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

**Date:**.....

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

### Notes on the Bid Security Form.

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

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

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

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

The conditions of this obligation are:

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

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

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

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

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

## (a) Technical Evaluation Criteria

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

### (a)-Qualitative Evaluation.

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

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

### (b)-Quantitative Evaluation

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

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

### (c)-Financial Evaluation.

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

## Qualification Information

### Notes on Form of Qualification Information

The information to be filled in by bidders in the following pages will be used for purposes of post qualification or for verification of prequalification as provided for in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract. Attach additional pages as necessary. Pertinent sections of attached documents should be translated into English. If used for prequalification verification, the Bidder should fill in updated information only.

- |  |  |
|--|--|
| <b>1. Individual Bidders or Individual Members of Joint Ventures</b> | <p>1.1 Constitution or legal status of Bidder: <i>[attach copy]</i></p> <p style="padding-left: 40px;">Place of registration: <i>[insert]</i></p> <p style="padding-left: 40px;">Principal place of business: <i>[insert]</i></p> <p style="padding-left: 40px;">Power of attorney of signatory of Bid: <i>[attach]</i></p> <p>1.2 Total annual volume of Services performed in three years, in the internationally traded currency specified in the Bidding Data: <i>[insert]</i></p> <p>1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last three years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.</p> |
|--|--|

Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

- 1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to Sub-Clause 4.3(c) of the Instructions to Bidders.



Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to Sub-Clause 4.3(e) of the Instructions to Bidders and Sub-Clause 9.1 of the Conditions of Contract.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

1.6 Proposed subcontracts and firms involved. Refer to Clause 7 of Conditions of Contract.

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			

1.7 Financial reports for the last three years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB clause 3 of the bidding documents.

- 1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.
- 1.10 Information regarding any litigation, current or within the last three years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

1.11 Statement of compliance with the requirements of Sub-Clause 3.2 of the Instructions to Bidders.

1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

## 2. Joint Ventures

2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.

2.2 The information in 1.12 above shall be provided for the joint venture.

2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.

2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that

(a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

(b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and

(c) the execution of the entire Contract, including payment,

shall be done exclusively with the partner in charge.

**3. Additional Requirements**

- 3.1 Bidders should provide any additional information required in the Bidding Data and to fulfill the requirements of Sub-Clause 4.1 of the Instructions to Bidders, if applicable.

## Letter of Acceptance

[date]

To: [name and address of the Service provider]

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

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

Please return the attached Contract dully signed and initialed

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

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

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

Attachment: Contract

## Form of Contract

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

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

### WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The Service Provider's Bid
  - (d) The Priced Schedule
  - (e) The Letter of acceptance
  - (f) The following Appendices:
    - Appendix A: Description of the Services
    - Appendix B: Reporting Requirements
    - Appendix C: Key Personnel and Subcontractors
    - Appendix F: Services and Facilities Provided by the Employer

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
- (a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

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

For and on behalf of National Drug Service Organisation

\_\_\_\_\_  
General Manager

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

\_\_\_\_\_  
*[Authorized Representative]*

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

*[name of member]*

\_\_\_\_\_  
*[Authorized Representative]*

*[name of member]*

\_\_\_\_\_  
*[Authorized Representative]*

## Section IV. General Conditions of Contract

### 1. General Provisions

#### 1.1 Definitions

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

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

- (m) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Employer under this Contract;
- (n) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;
- (o) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (p) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (q) "Service Provider's Bid" means the completed bidding document submitted by the Service Provider to the Employer
- (r) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (s) "Specifications" means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer
- (t) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Bid.
- (u) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

**1.2 Applicable Law**

The Contract shall be interpreted in accordance with the laws of the Employer's country, unless otherwise specified in the Special Conditions of Contract (SCC).

**1.3 Language**

This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.



- 1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.
- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Employer may approve.
- 1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the SCC.
- 1.7 Inspection and Audit by the Employer** The Service Provider shall permit the NDSO to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Employer, if so required by the NDSO.

**1.8 Taxes and Duties** The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

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

**2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SCC.

### **2.2 Commencement of Services**

**2.2.1 Program** Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

**2.2.2 Starting Date** The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

**2.3 Intended Completion Date** Unless terminated earlier pursuant to Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

**2.4 Modification** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Employer, as the case may be, has been obtained.

### **2.5 Force Majeure**

**2.5.1 Definition** For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract

impossible or so impractical as to be considered impossible under the circumstances.

**2.5.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**2.5.3 Extension of Time**

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

**2.5.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

**2.6 Termination**

**2.6.1 By the Employer**

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

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

- (d) if the Service Provider/s, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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

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

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

**2.6.2 By the  
Service  
Provider**

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

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

**2.6.3 Payment upon Termination** Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d), (e), (f) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

### **3. Obligations of the Service Provider**

#### **3.1 General**

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

#### **3.2 Conflict of Interests**

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

**3.2.2 Service** The Service Providers agree that, during the term of this Contract

- Provider and Affiliates Not to be Otherwise Interested in Project** and after its termination, the Service Providers and their affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 3.2.3 Prohibition of Conflicting Activities** Neither the Service Providers nor their Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
  - (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
  - (c) after the termination of this Contract, such other activities as may be specified in the SCC.
- 3.3 Confidentiality** The Service Providers, their Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.
- 3.4 Insurance to be Taken Out by the Service Providers** The Service Providers (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Service Providers' Actions Requiring Employer's Prior Approval** The Service Providers shall obtain the Employer's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,

- (b) appointing such members of the Personnel not listed by name in Appendix C (“Key Personnel and Subcontractors”),
- (c) changing the Program of activities; and
- (d) any other action that may be specified in the SCC.

**3.6 Meetings and Reporting Obligations**

The Service Providers shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix. The Service Providers shall hold monthly meetings with the Employers’ representative.

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

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

**3.8 Liquidated Damages**

**3.8.1 Payments of Liquidated Damages**

The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider’s liabilities.

**3.8.2 Correction for Overpayment**

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

**3.8.3 Lack of performance penalty**

If the Service Provider has not corrected a Defect within the time specified in the Employer’s notice, a penalty for Lack of

performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in clause 7.2.

### **3.9 Performance Security**

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

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

### **4.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel should be as described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

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

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



**4.3 Distinction of Personnel**

- (a) The Service Provider shall ensure that their staffs are clean and neatly dressed at all times. The Service Provider must provide its Personnel with uniforms bearing its logo and must ensure that they wear appropriate head covers and apron during preparations of meals.
- b) The Service Provider shall ensure that all Personnel are free from infectious diseases. Medical examinations should be done quarterly by all staff at the expense of the Service Provider and such medical certificates must be submitted to the Employer thereafter to form part of the quarterly report.

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

The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the SCC.

**5.2 Change in the Applicable Law**

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

**5.3 Services and Facilities**

The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

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

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

**6.2 Contract Price**

- (a) The price payable in local currency is set forth in the SCC.
- (b) The price payable in foreign currency is set forth in the SCC.

- 6.3 Payment for Additional Services**      6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment**      Payments will be made to the Service Provider and according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, the first payment shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.
- 6.5 Interest on Delayed Payments**      If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC
- 6.6 Price Adjustment**      6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \frac{L_{mc}}{L_{oc}} + C_c \frac{I_{mc}}{I_{oc}}$$

Where:

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

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

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

Imc is the index prevailing at the first day of the month of the corresponding invoice date and loc is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency "c".

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

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

## **6.7 Day works**

6.7.1 If applicable, the Day work rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.

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

6.7.3 The Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause 6.7.2

## **7. Quality Control**

### **7.1 Identifying Defects**

The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect liability period is as defined in Special Conditions of

Contract.

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

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

## **8. Settlement of Disputes**

**8.1 Amicable Settlement**

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

**8.2 Dispute Settlement**

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

8.2.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Employer or the Service Provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the services under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

8.2.3 Notwithstanding any reference to arbitration herein,

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

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



## Section V. Special Conditions of Contract

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The words “in the Government’s country” are amended to read “in <b>Kingdom of Lesotho.</b> ”
1.1(a)	The Adjudicator is: <b>N/A</b>
1.1(e)	The contract name is <b>Provision of Security Services to National Drug Service Organisation Warehouses and Sub-warehouses.</b>
1.1(h)	The Employer is <b>National Drug Service Organisation</b>
1.1(m)	The Member in Charge is <i>[name of Member Leader of the Joint Venture].</i>
1.1(p)	The Service Provider is <i>[insert name]</i>
1.2	The Applicable Law is: <b>Kingdom of Lesotho</b>
1.3	The language is <b>English</b>
1.4	The addresses are:  <b>Employer: <u>National Drug Service Organisation, P.O. Box 1167, Mafeteng 900, Lesotho</u></b> <b>Attention: <u>Procurement Manager,</u></b> <b>Tel: <u>2221 5300</u></b>  <b>Service Provider: _____</b> <b>Attention: _____</b> <b>Telex: _____</b> <b>Facsimile: _____</b>
1.6	The Authorized Representatives are:  For the Employer: <b>National Drug Service Organisation</b>  For the Service Provider: _____

- 2.1** The date on which this Contract shall come into effect is **after approval by the Employer**
- 2.2.2** The Starting Date for the commencement of Services is **SCC2.1**
- 2.3** The Intended Completion Date is 31<sup>st</sup> March, 2026
- 3.4** The risks and coverage by insurance shall be:
- (i) Third Party motor vehicle 100%\_\_\_\_\_
  - (ii) Third Party liability 100%\_\_\_\_\_
  - (iii) Employer's liability and workers' compensation 100%\_\_
  - (iv) Professional liability 100%\_\_\_\_\_
  - (v) Loss or damage to equipment and property 100%\_\_\_\_\_
- 3.5(d)** The other action is alteration: **N/A**
- 3.8** The liquidated damages rate is: **N/A**
- 5.1** **Not Applicable**
- 6.2(a)** The amount in local currency is
- 6.2(b)** Not applicable. Amount should be quoted in local currency
- 6.4** Payments shall be made according to the following schedule:
- **Monthly payments subject to certification by the Employer, that the Services have been rendered satisfactorily**
- 6.5** Payment shall be made within **thirty (30)** days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within **sixty (60)** days in the case of the final payment.
- The interest rate is: **lending rate from the Service Provider's Bank**
- 6.6** Price adjustment is **not to be applied** in accordance with Clause 6.6.
- 8.2** The rules of procedure for arbitration proceedings shall be as follows:



**(a) Contract with foreign Supplier:**

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 present in force.

**(b) Contracts with Supplier national of the Purchaser's country:**

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.

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# Appendices

## Appendix A — Description of the Services

### Services to be provided by the Service Provider:

#### Attire:

- Clean uniformed guard on duty around the clock

#### Job Tasks:

- Patrol Warehouse, Sub-warehouses and Office premises to prevent and detect signs of intrusion and ensure security of doors, windows, and gates.
- Check all vehicles parked at NDSO are secured by Closure of Doors and windows
- Answer alarms and investigate disturbances.
- Monitor and authorize entrance and departure of employees, visitors, and other persons to guard against theft and maintain security of premises.
- Write reports of daily activities and irregularities, such as equipment or property damage, theft, presence of unauthorized persons, or unusual occurrences.
- Call police or fire departments in cases of emergency, such as fire or presence of unauthorized persons.
- Circulate among visitors, patrons, and employees to preserve order and protect property.
- Warn persons of rule infractions or violations, and apprehend or evict violators from premises, using force when necessary.
- Operate detecting devices to screen individuals and prevent passage of prohibited articles into restricted areas.
- Inspect and adjust security systems, equipment, and machinery to ensure operational use and to detect evidence of tampering.
- Monitor and adjust controls that regulate building systems, such as air conditioning, furnace, or boiler.

**Required Knowledge:**

- **Public Safety and Security** -- Knowledge of relevant equipment, policies, procedures, and strategies to promote effective local, state, or national security operations for the protection of people, data, property, and institutions.
- **Customer and Personal Service** -- Knowledge of principles and processes for providing customer and personal services. This includes customer needs assessment, meeting quality standards for services, and evaluation of customer satisfaction.
- **English or Sesotho Language** -- Knowledge of the structure and content of the English or Sesotho language including the meaning and spelling of words, rules of composition, and grammar.
- **Law and Government** -- Knowledge of laws, legal codes, court procedures, precedents, government regulations, executive orders, agency rules, and the democratic political process.

**Skills Required:**

- **Active Listening** -- Giving full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate, and not interrupting at inappropriate times.
- **Reading Comprehension** -- Understanding written sentences and paragraphs in work related documents.
- **Social Perceptiveness** -- Being aware of others' reactions and understanding why they react as they do.
- **Speaking** -- Talking to others to convey information effectively.
- **Monitoring** -- Monitoring/Assessing performance of yourself, other individuals, or organizations to make improvements or take corrective action.
- **Writing** -- Communicating effectively in writing as appropriate for the needs of the audience.
- **Critical Thinking** -- Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.
- **Time Management** -- Managing one's own time and the time of others.
- **Coordination** -- Adjusting actions in relation to others' actions.

- **Judgment and Decision Making** -- Considering the relative costs and benefits of potential actions to choose the most appropriate one.

**Abilities Required:**

- **Problem Sensitivity** -- The ability to tell when something is wrong or is likely to go wrong. It does not involve solving the problem, only recognizing there is a problem.
- **Selective Attention** -- The ability to concentrate on a task over a period of time without being distracted.
- **Inductive Reasoning** -- The ability to combine pieces of information to form general rules or conclusions (includes finding a relationship among seemingly unrelated events).
- **Near Vision** -- The ability to see details at close range (within a few feet of the observer).
- **Deductive Reasoning** -- The ability to apply general rules to specific problems to produce answers that make sense.
- **Oral Comprehension** -- The ability to listen to and understand information and ideas presented through spoken words and sentences.
- **Far Vision** -- The ability to see details at a distance.
- **Oral Expression** -- The ability to communicate information and ideas in speaking so others will understand.
- **Written Expression** -- The ability to communicate information and ideas in writing so others will understand.
- **Flexibility of Closure** -- The ability to identify or detect a known pattern (a figure, object, word, or sound) that is hidden in other distracting material.

**Job Activities:**

- **Making Decisions and Solving Problems** -- Analyzing information and evaluating results to choose the best solution and solve problems.
- **Documenting/Recording Information** -- Entering, transcribing, recording, storing, or maintaining information in written or electronic/magnetic form.
- **Getting Information** -- Observing, receiving, and otherwise obtaining information from all relevant sources.

- **Monitor Processes, Materials, or Surroundings** -- Monitoring and reviewing information from materials, events, or the environment, to detect or assess problems.
- **Identifying Objects, Actions, and Events** -- Identifying information by categorizing, estimating, recognizing differences or similarities, and detecting changes in circumstances or events.
- **Communicating with Supervisors, Peers, or Subordinates** -- Providing information to supervisors, co-workers, and subordinates by telephone, in written form, e-mail, or in person.
- **Resolving Conflicts and Negotiating with Others** -- Handling complaints, settling disputes, and resolving grievances and conflicts, or otherwise negotiating with others.
- **Performing for or Working Directly with the Public** -- Performing for people or dealing directly with the public. This includes serving customers in restaurants and stores, and receiving clients or guests.
- **Inspecting Equipment, Structures, or Material** -- Inspecting equipment, structures, or materials to identify the cause of errors or other problems or defects.
- **Establishing and Maintaining Interpersonal Relationships** -- Developing constructive and cooperative working relationships with others, and maintaining them over time.

### **Attachments**

- i) Submission of latest three (3) months staff payroll;
- ii) Any litigation between any public Institution or Ministry of Health Workman's Compensation and Indemnity
- iii) Location of your office and postal address
- iv) Prove of achievements on stamping the loss of property through pilferage when engaged in any public institution or private company.
- v) Liability Clause clearly defined.
- vi) Armed and unarmed guard clearly showing a monthly charge per guard per 12 hrs.
- viii) Two Reference Letter from previous or current employer indicating general performance of the company's conduct and reliability of payment to employees.

## Appendix B—Reporting Requirements

The Service Provider must submit the following reports to the Employer’s representative at the hospitals, clinics, education institutes and protocol residences:

- Monthly Reports
- Quarterly Reports
- Annual Reports
- And any other reports that shall be deemed necessary

## Appendix C—Key Personnel and Subcontractors

- List under:
- C-1 *Titles [and names, if already available], detailed job descriptions and minimum qualifications of foreign Personnel to be assigned to work in the Government’s country, and staff-months for each.*
  - C-2 *Same as C-1 for Key foreign Personnel to be assigned to work outside the Government’s country.*
  - C-3 *List of approved Subcontractors (if already available); same information with respect to their Personnel as in C-1 or C-2.*
  - C-4 *Same information as C-1 for Key local Personnel.*

## Appendix D—Services and Facilities Provided by the Employer

The Employer shall provide the security service company with a small main gate office

The Employer and the Service Provider will draw up an inventory register of these equipment as well as their conditions. These items shall be recorded in an Inventory Schedule and shall be signed by both parties. Every quarter, the technical representative of the Employer and the Service Provider will carry out the inventory of equipment and submit an inventory report which will be included in the quarterly reports.

The Service Provider shall make no structural changes to the existing premises without prior approval from the Employer. Any proposed change in the structure must be submitted to the Employer in writing.







## Section VII. Activity Price Schedule

(Service Providers must fill Price Activity Schedule for entire lot they tendered for and the grand total should be shown in the Bid Form)

Destination	Description	Un Armed Security Guard	Armed Security Guard
<b>New warehouse</b>			
9 Security Guards	5 During the Day (Supervisor & armed) & 1 Reliever	4	1
	3 During the Night (Supervisor & armed)	3	1
<b>NDSO Main Warehouse</b>			
4 Security Guards	2 During the Day	2	
	2 During the Night	2	
<b>NDSO Gates (Main Gate, Procurement Gate &amp; Upper Gate)</b>			
9 Security Guards	5 During the Day {2 at Main Gate (Supervisor & armed), 1 at Procurement Gate & 1 at Upper Gate} & 1 Reliever	4	1
	4 During the Night {2 at Main Gate (Supervisor & armed), 1 at Procurement Gate & 1 at Upper Gate}	3	1

## Section VIII. Security Forms

### Notes on Forms of Securities

Samples of acceptable forms of Bid, Performance, and Advance Payment Securities are annexed. Bidders should not complete the Performance and Advance Payment Security forms at this time. Only the successful Bidder will be required to provide Performance Security in accordance with one of the forms or in a similar form acceptable to the Employer.

### Annex A Form: Bid Security (Bank Guarantee)

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

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

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

The conditions of this obligation are:

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

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer's having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing

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to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

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

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

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