



**NATIONAL DRUG SERVICE
ORGANIZATION**

GENERAL DOCUMENT

DOCUMENT TITLE	Bidding Document – Non Health Commodities		
DOCUMENT IDENTIFICATION NUMBER	L4-GEN-PD-48	REVISION NUMBER	01
EFFECTIVE DATE	25 September 2023		
NEXT REVIEW DATE	24 September 2025		

BIDDING DOCUMENT

TENDER NO. NDSO/INSURANCE/2023/11

**TENDER FOR PROVISION OF SHORT TERM INSURANCE TO NATIONAL DRUG
SERVICE ORGANIZATION**

FINANCED BY

NATIONAL DRUG SERVICE ORGANIZATION

Mafeteng, 30th October, 2023



Tender for Provision of Short Term Insurance

Tender No.: NDSO/INSURANCE/2023/11

Dear Sir or Madam:

Invitation for Provision of Short Term Insurance at the National Drug Service Organization

1. The National Drug Service Organization (NDSO) is a Trading Account for the Ministry of Health in Lesotho. It is mandated to procure, store and distribute Medicines, Medical Supplies and Laboratory Consumables for the Health Institutions in Lesotho. NDSO was legally established through a gazette Supplement No.4 to Gazette No.19 of the 2nd March 2007. The Government Hospitals use their allocated funds for drugs, dressings and other allocations to buy the supplies from NDSO. These funds are used by NDSO to Procure Medicines, Medical Supplies and other Health Sector Goods from eligible Suppliers using the tendering method of procurement.
2. The National Drug Service Organisation has made a special budget towards procurement of Short Term Insurance and it intends to apply part of the proceeds of this budget towards payments under contract for the Provision of Short Term Insurance under Tender number NDSO/INSURANCE/2023/11.
3. The National Drug Service Organization now invites tenders from eligible bidders for the Provision of Insurance Services to cover Short Term Insurance valued at **(LSL1,200,000.00)** One Million, Two Hundred Thousand Lesotho Maloti.
4. **Items to be covered are mentioned in Section V. Schedule of Requirements.**
5. Bidding shall be conducted through the Open National Competitive Tendering procedures based on the current Public Procurement Act, 2023 of Lesotho.
6. A complete set of bidding documents may be obtained by interested Bidders upon payment of a non-refundable fee of M1000.00 (One Thousand Maloti only which is equivalent to South African Rand) on or before Thursday 21st December, 2023 for Bidders who prefer the hard copy of the bidding document. The bidding document will be provided free of charge when shared electronically to the interested Bidders.
7. **CONDITIONS:**

- (a) The quotation validity until [20th March, 2024] period shall be ninety (90) days after the deadline for bid submission.
- (b) Contract for insurance must be renewable with the same contract price for another 12 months' period with initiated instructions from the purchaser.
- (c) The currency to be used for quoting prices is: Lesotho Maloti or South African Rand.
- (d) All bidders are informed that their Submission must be in an 'A4 Envelope' and must contain **only the Mandatory documents listed below:**

8. List of mandatory documents required

Details of Document	Procurement Committee Use Only	
	Provided with Tender	
	Yes	No
Certificate of Bona Fide Tendering		
Signed Form of Bid		
Tax Clearance Certificate		
Signed Price Schedule		
Bid Security 2% of Bidder's Bid & not expire before 17 th April, 2024		

9. Deadline for Submission of tender:

The bid must be delivered to the address below at or before **1400 hours on 21st December, 2023**. 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 21st December, 2023**.

National Drug Service Organization
Main South One Road
Mafeteng
Lesotho

- 10. It is expected that Bidders will be notified about the outcome of the request on or before **12th January, 2024**.
- 11. Please address your acknowledgement or interest to participate and questions related to this tender in writing to the Procurement Manager Mrs. 'Miki Ntšonyana (ntsonyanam@ndso.org.ls) or the Assistant Procurement Manager Mr. Tebello Sehau (sehaut@ndso.org.ls) at your earliest opportunity.

12. 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

Matebele Sefali

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MDSO



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SECTION II - INSTRUCTIONS TO BIDDERS

2.1 Eligible Bidders

- 2.1.1 This Invitation for Bids is open to all bidders eligible as described in the Appendix 1. Successful Bidders shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the bidding documents.
- 2.1.2 Bidders shall provide the qualification information statement that the bidder (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for bids.
- 2.1.3 Bidders involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Bidding

- 2.2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the bidding process.
- 2.2.2 The price to be charged for the bidding document shall LSL1,000.00 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.

2.3 Contents of Bidding Document

- 2.3.1 The bidding document comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to Bidders.
- i. Instructions to Bidders

- ii. General Conditions of Contract
- iii. Special Conditions of Contract
- iv. Schedule of Requirements
- v. Details of Insurance Cover
- vi. Form of Bid
- vii. Price Schedules
- viii. Contract Form
- ix. Bid Security

2.3.2 The Bidder is expected to examine all instructions, forms, terms and specification in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bid documents in every respect will be at the bidders' risk and may result in the rejection of its bid.

2.4 Clarification of Bidding Documents

2.4.1 A Candidate making inquiries of the bidding documents may notify the Purchaser by email at the Insured's address indicated in the Invitation for bids. The Insured will respond in writing to any request for clarification of the bid documents, which it receives not later than seven (7) days prior to the deadline for the submission of the bids, prescribed by the Purchaser. Written copies of the Purchaser response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the bidding document.

2.4.2 The Purchaser shall reply to any clarifications sought by the bidder within 3 days of receiving the request to enable the bidder to make timely submission of its bid.

2.4.3 Domestic Preference allowed in the evaluation of bids shall not exceed 15% and shall be applied as per Public Procurement Act, 2023 of Lesotho.

2.5 Amendment of Bidding Documents

2.5.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bid documents by issuing an addendum.

2.5.2 All prospective bidders who have obtained the bidding documents will be notified of the amendment by email and such amendment will be binding on them.

2.5.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

2.6 Language of Bidders

2.6.1 The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Purchaser, shall be written in English

language. Any printed literature furnished by the bidder may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the bid, the English translation shall govern.

2.7 Documents Comprising the Bid

2.7.1 The bid prepared by the bidder shall comprise the following components:

- (a) A Bid Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the bidder is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Declaration Form.

2.8 Form of Bid

2.8.1 The tenderer shall complete the Bid Form and the Price Schedule furnished in the bidding documents, indicating the services to be provided.

2.9 Bid Prices

- 2.9.1 The bidder shall indicate on the form of bid and the appropriate Price Schedule the unit prices and total bid price of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.
- 2.9.3 Prices quoted by the bidder shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to paragraph 2.20.5

2.10 Bid Currencies

2.10.1 Prices shall be quoted in Lesotho Maloti or South African Rand.

2.11 Bidders Eligibility and Qualifications

2.11.1 Pursuant to paragraph 2.1 the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to tender and its qualifications to perform the contract if its bid is accepted.

2.11.2 The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction that the bidder has the financial and technical capability necessary to perform the contract.

2.12 Bid Security

2.12.1 The Bidder shall furnish, as part of the Bid, a Bid Security in local currency in the amount specified in the **section 2.10**.

2.12.2 The bid security shall be denominated in the currency of the bid and shall be in accordance with the **Bid Security Form** included in **The Forms** or another form acceptable to the Purchaser, and shall be in one of the following forms:

(a) **a bank guarantee issued by a reputable bank located in the Purchaser's country and valid for twenty-eight (28) days beyond the validity of the bid;** or

2.12.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Purchaser. The Bid Security of The Joint Venture, the Consortium or the Association must define as "bidder" all Joint Venture, the Consortium and the Association partners and list them in the following manner: The Joint Venture, the Consortium or the Association consisting of "_____" "_____" and "_____".

2.12.4 The Bid Security of unsuccessful bidders shall be returned within 30 days of the end of the Bid validity period specified in Sub-Clause 2.13.

2.12.5 The Bid Security of the successful Bidder shall be discharged when the Bidder has signed the Service Level Agreement or the Contract and furnished the required Performance Security.

2.12.6 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 Sub-Clause 2.20.2; 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.

2.13 Validity of Bids

2.13.1 **Bids shall remain valid for 90 days after date of bid opening pursuant to paragraph 2.18. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.**

2.13.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A bidder granting the request will not be required nor permitted to modify its bid.

2.14 Format and Signing of Bids

2.14.1 The bidder shall prepare an original of the bid, clearly marking "ORIGINAL BID," as appropriate.

2.14.2 The original shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.

2.14.3 The bid shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

2.15 Sealing and Marking of Bids

2.15.1 The bidder shall seal the original, duly marking the envelope as "ORIGINAL BID". The envelope shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelope shall:

(a) Be addressed to the Purchaser at the address given in the Invitation to Bid: i.e.

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

Email: tenders@ndso.org.ls

Website: www.ndso.org.ls

(b) Bear bid number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE **21st December, 2023 at 14; 30hours**)

2.15.3 The inner envelope shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late".

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Insured will assume no responsibility for the bid's misplacement or premature opening.

2.16 Deadline for Submission of Bids

2.16.1 Bids must be received by the Purchaser at the address specified under paragraph 2.15.2 not later than (**21st December, 2023 at 14:00hours**).

- 2.16.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Purchaser and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky bids which will not fit the tender box shall be received by the Purchaser as provided for in the appendix 1.

2.17 Modification and Withdrawal of Bids

- 2.17.1 The bidder may modify or withdraw its bid after the bidder's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 2.17.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15, a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids.
- 2.17.3 No bid may be modified after the deadline for submission of bids.
- 2.17.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity.

2.18. Opening of Bids

- 2.18.1 The Purchaser will open all bids in the presence of bidders' representatives who choose to attend, at **14:30hours, 21st December, 2023** and in the location specified in the invitation for bids. The bidders' representatives who are present shall sign a register evidencing their attendance
- 2.18.2 The bidders' names, tender modifications or withdrawals, tender prices, discounts, and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Purchaser will prepare minutes of the bid opening, which will be submitted to bidders who participated for the bid and have made the request.

2.19 Clarification of Bids

- 2.19.1 To assist in the examination, evaluation and comparison of bids the Purchaser may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
- 2.19.2 Any effort by the bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidders' bid.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Purchaser may waive any minor informality or nonconformity or irregularity in a bid which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Purchaser will determine the substantial responsiveness of each bid to the bid documents. For purposes of these paragraphs, a substantially responsive bid is one which conforms to all the terms and conditions of the bid documents without material deviations, the Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 2.20.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the nonconformity.

2.21. Conversion to single currency

- 2.21.1 Where other currencies are used, the Purchaser will convert those currencies to Lesotho Maloti using the selling exchange rate on the date of bid closing provided by one of the Commercial Banks of Lesotho.

2.22. Evaluation and Comparison of Bids

- 2.22.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The Purchaser's evaluation of a bid will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.
- (a) Operational plan proposed in the tender;
 - (b) Deviations in payment schedule from that specified in the Special Conditions of Contract
- 2.22.3 Pursuant to paragraph 2.22.2, the following evaluation methods will be applied.

(a) Operational Plan

- (i) The Purchaser requires that the services under the Invitation for Bids shall be performed at the time specified in the Schedule of Requirements. Bids offering to perform longer than the Purchaser's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

- (i) Bidders shall state their bid price for the payment on schedule outlined in the special conditions of contract. Bids will be evaluated on the basis of this base price.

2.22.4 The bid evaluation committee shall evaluate the bid within 30 days from the date of opening the bid.

2.23. Contacting the Purchaser

2.23.1 Subject to paragraph 2.19 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.

2.23.2 Any effort by a bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidders' bid.

2.24 Post-qualification

2.24.1 The Purchaser will verify and determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the bidder financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to paragraph 2.11.2, as well as such other information as the Purchaser deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the Bidder's tender, in which event the Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Bidder's capabilities to perform satisfactorily.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 the Purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

2.25.2 To qualify for contract awards, the bidder shall have the following:-

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement.
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

2.26. Purchaser's Right to accept or Reject any or all Bids

- 2.26.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Purchaser's action. If the Purchaser determines that none of the bids is responsive, the Purchaser shall notify each bidder who submitted a bid.
- 2.26.2 The Purchaser shall give prompt notice of the termination to the bidders and on request give its reasons for termination within 14 days of receiving the request from any bidder.
- 2.26.3 A bidder who gives false information in the bid document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future NDSO procurements.

2.27 Notification of Award

- 2.27.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing that its bid has been accepted.
- 2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the bidder and the Purchaser pursuant to clause 2.9. Simultaneously the other bidders shall be notified that their bids were not successful.
- 2.27.3 Upon the successful Bidder's furnishing of the performance security pursuant to paragraph 2.29 the Insured will promptly notify each unsuccessful Bidder.

2.28 Signing of Contract

- 2.28.1 At the same time as the Purchaser notifies the successful bidder that its bid has been accepted, the Purchaser will simultaneously inform the other bidders that their tenders have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to the Purchaser.
- 2.28.3 The contract will be definitive upon its signature by the two parties.

2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29 Performance Security

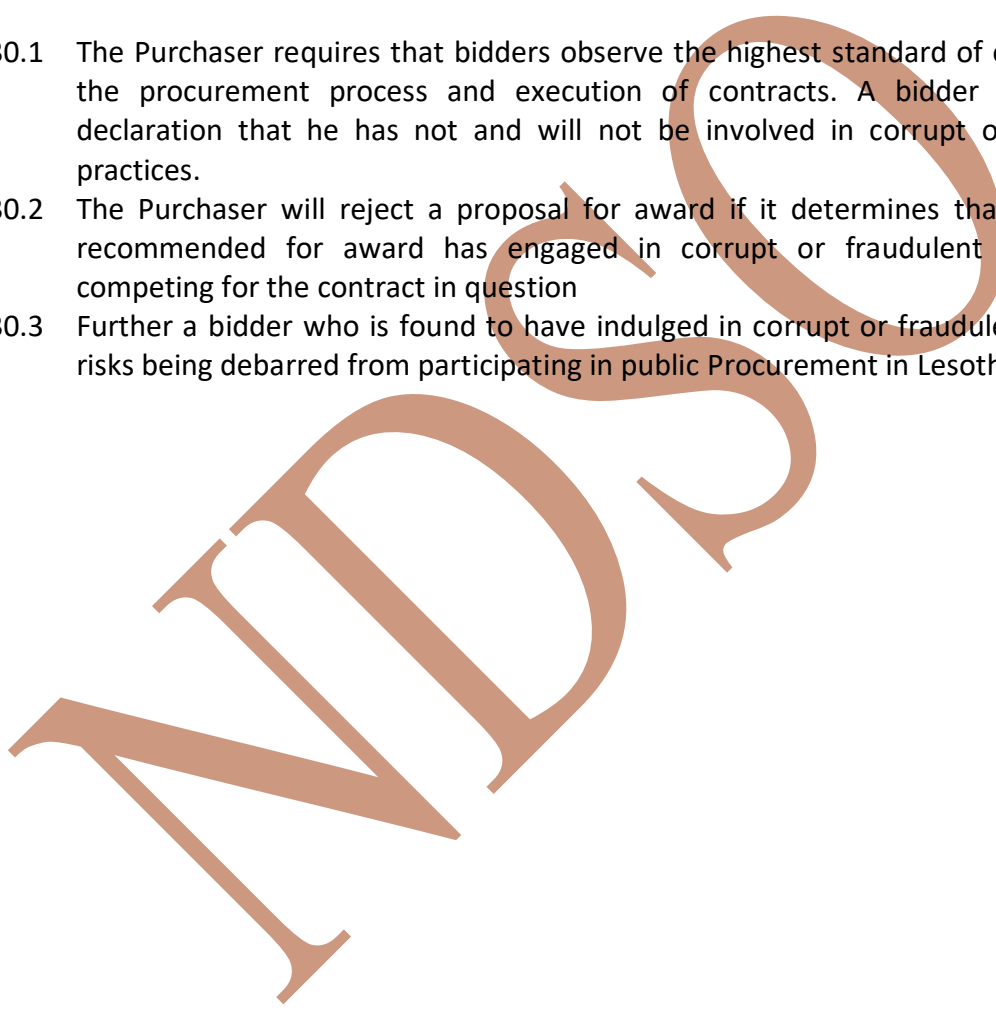
2.29.1 The Performance Security will not be required.

2.30 Corrupt or Fraudulent Practices

2.30.1 The Purchaser requires that bidders observe the highest standard of ethics during the procurement process and execution of contracts. A bidder shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.30.2 The Purchaser will 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

2.30.3 Further a bidder who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Lesotho.



Appendix to Instructions to Bidders

Appendix 1

A firm declared eligible by the GOL and found not engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question. These terms are explained as follows:

The Government of Lesotho (hereinafter "GOL") requires that the Purchaser, as well as bidders, suppliers, contractors, and consultants under contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the GOL:

- (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, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;*
 - (ii) *"Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;*
 - (iii) *"Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, non-competitive levels; and*
 - (iv) *"coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;*

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) "The Contract" means the agreement entered into between the Insured and the bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the bidder under the Contract for the full and proper performance of its contractual obligations
- (c) "The Services" means services to be provided by the bidder including any documents, which the bidder is required to provide to the Insured under the Contract.
- (d) "The Insured" means the organization procuring the services under this Contract
- (e) "The Contractor" means the organization or firm providing the services under this Contract.
- (f) "GCC" means the General Conditions of Contract contained in this section.
- (g) "SCC" means the Special Conditions of Contract
- (h) "Day" means calendar day

3.2 Application

3.2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other part of the contract

3.3 Standards

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

3.4 Use of Contract Documents and Information

3.4.1 The Contractor shall not, without the Insured's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Insured in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without the Insured's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Insured and shall be returned (all copies) to the Insured

on completion of the contract's or performance under the Contract if so required by the Insured.

3.5 Patent Rights

3.5.1 The Contractor shall indemnify the Insured against all third party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 Performance Security

3.6.1 Performance security will not be required.

3.7 Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the Insured in the schedule of requirements and the special conditions of contract

3.8 Payment

3.8.1 The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC

3.8.2 Payment shall be made promptly by the Insured, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

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

3.9 Prices

3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the bidder in its tender or in the Insured's request for bid validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

3.9.2 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price

3.9.3 Price variation requests shall be processed by the Insured within 30 days of receiving the request.

3.9.4 Price Variation shall not be allowed.

3.10 Assignment

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

3.11 Termination for Default

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

(a) If the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Insured.

(b) If the Contractor fails to perform any other obligation(s) under the Contract

(c) If the Contractor in the judgment of the Insured has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event the Insured terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered, and the Contractor shall be liable to the Insured for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

3.12 Termination for Insolvency

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

3.13 Termination for Convenience

3.13.1 The Insured by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the Insured may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

3.14.1 The Insured and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

3.15.1. The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties shall be written in the same language.

3.16 Applicable Law

3.16.1 The contract shall be interpreted in accordance with the laws of Kingdom of Lesotho unless otherwise expressly specified in the SCC.

3.17 Force Majeure

3.17.1 The Contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.18 Notices

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or Email and confirmed in writing to the other party's address specified in the SCC.

3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1 CONDITIONS TO BE MET BY THE INSURANCE COMPANY

- 4.1.1 **Must be registered with the Commissioner of Insurance, Central Bank of Lesotho for the current year and a certified copy of the current license must be submitted.**
- 4.1.2 Must have done annual gross premiums in previous year of more than 2 million Maloti.
- 4.1.3 Must give a list of 5 (five) reputable clients and the total clients premiums for the previous year.
- 4.1.4 Must submit a copy of the audited accounts for the previous year.
- 4.1.5 Must have total number of management staff of at least (3)
- 4.1.6 Must submit certified copies of the following documents;
 - (a) Tax Clearance Certificate
 - (b) Certificate of Registration/Incorporation

4.2 CONDITIONS TO BE MET BY INSURANCE BROKER

- 4.2.1 **Must be registered with the Commission of Insurance for current year and a copy of the current license be submitted.**
- 4.2.2 Must have a Bank guarantee of at **least Five Thousand** Maloti deposited with the Commissioner of Insurance and a Copy be submitted
- 4.2.3 Must have a Professional Indemnity Insurance Cover of at least One Million Maloti and a copy be submitted
- 4.2.4 Must give a list of 5 (five) reputable clients and the total clients premium in the previous year
- 4.2.5 Must submit a copy of the audited accounts for the previous year
- 4.2.6 Must submit certified copies of the following documents;
 - (a) Tax Clearance Certificate
 - (b) Certificate of Registration/Incorporation

4.3 Special Conditions of Contract as relates to the General Conditions of Contract

- 4.3.1 Delivery of Services..... Within 72 hours of contract signing (Exclusive of holidays & weekends
- 4.3.2 PaymentWithin 30 days of contract signing
- 4.3.3 Price adjustmentNot allowed
- 4.3.4 Applicable law Kingdom of Lesotho laws regardless of where it was signed
- 4.3.5 Notices National Drug Service Organization
Main South One Road

Mafeteng
P.O. Box 1167
Mafeteng, 900
Lesotho
Email: tenders@ndso.org.ls
Website: www.ndso.org.ls

NDSO

SECTION V - SCHEDULE OF REQUIREMENTS

(DETAILS OF INSURANCE COVERS)

The Insured:National Drug Service Organization

Physical Address:.....Main South 1 Mafeteng, 900. Lesotho

Postal Address:.....P.O. Box 1167 Mafeteng, 900. Lesotho

Territorial Limits:.....Within the Kingdom of Lesotho

Business Activities:....Procurement, Storage & Distribution of Health Products

ITEMS TO BE COVERED BY THE SHORT TERM INSURANCE

1. Material Damage: Fire & Allied Perils
2. Office Premises
3. Consequential Loss - Loss of Profits
4. Goods in Transit
5. Public Liability
6. Stated Benefits
7. Workmen's Compensation
8. Electronic Equipment
9. Motor
10. House owners
11. Business All Risks

REPORTS

1. Summary of claims lodged, paid and outstanding within the financial year
2. Expert Advice to the client
3. Overview of current market insurance trends
4. Changes in legislation affecting the industry

1. Material Damage: Fire & Allied Perils

All assets that are owned by the organisation that include buildings and their contents, fixtures and fittings and stock.

2. Office Premises

All Contents of operation offices premises that are currently used by the organisation.

3. Consequential Loss - Loss of Profits

All Costs associated with any consequential losses that may arise due to the happening of damage on the insured items

4. Goods in Transit

Basic cover on all property carried by the organisation on behalf of the organisation during the course of its business while making deliveries to the clients throughout the country. This should include theft, hijacking, collision, explosion and fire.

5. Public Liability

This should cover the organisation against claims made by third parties arising from accidents caused by negligence and resulting in injury to persons or damage to property.

6. Stated Benefits

This should cover accidental death, injuries to the body arising from accidental, violent, external and visible means to any of the employees of the organisation

7. Workmen's Compensation

This should cover the organisation against claims that are likely to be made by the employees in terms of the workmen's compensation legislation within the country. Employees who are likely to suffer injury, illness or disease and arising out of and during the course of their employment are entitled in terms of the law to be protected and this should provide indemnification against the employer, should such claims occur / arise.

8. Electronic Equipment

This should cover or provide indemnification against all Risks of sudden unforeseeable physical loss or damage including breakdown necessitating repairs or replacement of Electronic Data Processing Equipment, Programmes, Data and consequential losses

9. Motor

This cover should provide Indemnification of the Organisation against claims made by third parties due to vehicles being involved in accident that result in damage to property or injury to persons. The cover should include all Mechanically propelled vehicles and trailers including vehicles being towed or salvaged and owned hired or leased by the organisation.

10. House owners

NDSO has three residential houses and the service provider will indicate if they should be insured under this category or under material damage.

11. Business All Risks

Cover of all the property that belongs to the organisation that will be provided against all risks of accidental loss or damage to such property as provide whilst anywhere in the world.

REPORTS

1. Summary of claims lodged, paid and outstanding within the financial year

The insurer should provide a summary of all claims lodged, paid and still outstanding to the client at the end of every financial year.

2. Expert Advice to the client

The insurer should provide expert advice in the form of reporting at least once in a year.

3. Overview of current market insurance trends

The insurer should provide analysis of current trends in the insurance industry so as to enable the client to make accurate decision on the type and amount of insurance to be provided for the any particular year.

4. Changes in legislation affecting the industry

The insurer should provide regular updates pertaining to changes in legislation governing the industry and provide relevant updates to the organisation.

NB: The proposal should indicate the insured items under each items and the exclusions therein.

SECTION VI - STANDARD FORMS

Notes on the standard Forms

- 1. Certificate of Bonafide Tenderers** - The form of Bid must be completed by the bidder and submitted with the bid documents. It must also be duly signed by duly authorized representatives of the bidder.
- 2. Form of BID** - The form of Bid must be completed by the bidder and submitted with the bid documents. It must also be duly signed by duly authorized representatives of the bidder.
- 3. Price Schedule Form** - The price schedule form must similarly be completed and submitted with the bid.
- 4. Contract Form** - The contract form shall not be completed by the bidder at the time of submitting the bid. The contract form shall be completed after contract award and should incorporate the accepted contract price.
- 5. Bid Security** - The bank guarantee must be issued by a reputable bank located in the Purchaser's country and valid for twenty eight (28) days beyond the validity of the bid. The bid security must be submitted with the bid.
- 6. Confidential Business Questionnaire Form** - This form must be completed by the bidder and submitted with the bid documents.

Certificate of Bona Fide Tender

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

Tender No: **NDSO/INSURANCE/2023/11**

Tender Closing Date: **1400 hours on 21st December, 2023**

Subject: **Provision of Short Term Insurance at the National Drug Service Organization**

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

In particular:

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

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

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

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

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

Signed:

Name and Position:

on behalf of:

(Name of firm/company/organization)

Date:

Form of Bid

To:

Date:

Name and address of Insured

Tender No.

Tender Name

Gentlemen and/or Ladies:-

1. Having examined the Bidding documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this bid in conformity with the said Bidding document for the sum of[Total Bid amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.
2. We undertake, if our Bid is accepted, to provide the Insurance Cover Services in accordance with the conditions of the bid.
3. We agree to abide by this Bid for a period of[number] days from the date fixed for Bid opening of the Instructions to bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this..... Day of2023

[Signature] [In the capacity of]

Duly authorized to sign bid for and on behalf of.....

Price Schedule Form

Item No.	Description of Cover	Total Premium (Maloti)	Insurance House	Alternative Total Premium (Maloti)	Alternative Insurance House
1	Material Damage: Fire & Allied Perils				
2	Office Premises				
3	Consequential Loss - Loss of Profits				
4	Goods in Transit				
5	Public Liability				
6	Stated Benefits				
7	Workmen's Compensation				
8	Electronic Equipment				
9	Motor				
10	House owners				
11	Business All Risks				

NB: These services must be quoted separately but for evaluation purpose they will be awarded as 1 lot. The Purchaser will be free to award only 1 service and it's expected that the premium should not change for the awarded service in a period of 12 months. Stamp Duty should not be charged separately from the quotation.

Contract Form

THIS AGREEMENT made the day of Day of2023 between [name of Procurement entity] of [country of Procurement entity] (hereinafter called “the Insured”) of the one part and [name of bidder] of [Physical address of bidder] (hereinafter called “the contractor”) of the other part:

WHEREAS the Insured invited bids for the Insurance cover *{which aims to ensure that the Insured’s assets and/ or liabilities are insured in order to obtain indemnification in case of loss or damage resulting from insured perils}* and has accepted a bid by the bidder for the services in the sum of [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Bid Form and the Price Schedule submitted by the bidder
 - (b) The Schedule of Requirements
 - (c) The Details of cover
 - (d) The General Conditions of Contract
 - (e) The Special Conditions of Contract; and
 - (f) The Insured’s Intention to enter into contract
3. **Period of Execution:** The assignment will be conducted for a period of twelve (12) months, with consideration for extension if need arise.
4. **Obligations of the Insured:**
 - The insured should disclose all the material information related to the subject matter insured.
 - The insured should at all times observe the policy conditions stipulated in the Policy Contract issued or to be issued. Any matters not clear, should be brought to the attention of the Broker or Insurer for clarity and advice.
 - Any accident and/or event that may lead to a claim under the insurance in any place should be notified within seven (7) days of the happening or as soon as it comes to the knowledge of the client.
 - The Insured will co-operate with the Broker and/or Insurers for all matters pertaining to the settlement of the claims and/or recovery of losses from the third parties.
 - No claims shall be authorised by the Insured for repairs or replacement without prior consent of the Broker and/or Insurer.
 - The premium should be paid by the Insured upon presentation of the invoice or within a period not more than thirty (30) days of such invoicing.
5. **Obligations Of The Broker and /or Insurer**

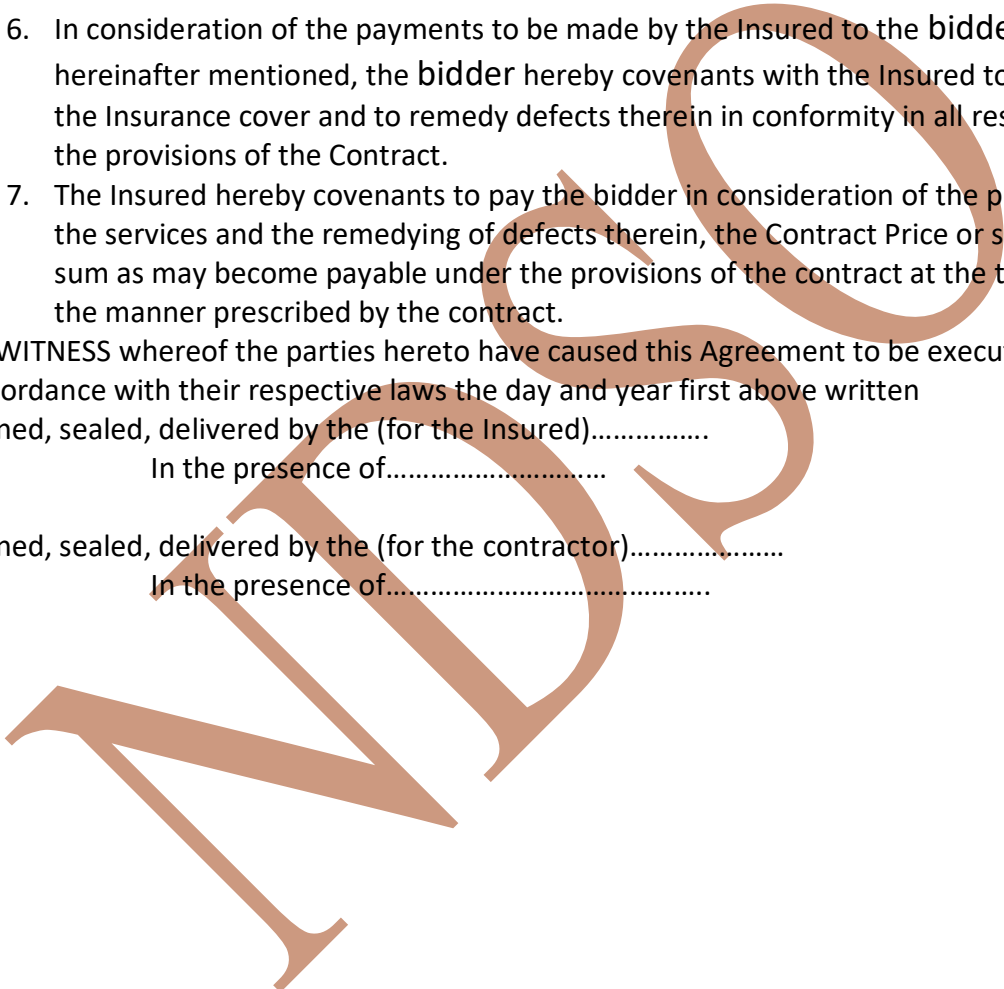
- The Broker and/or Insurer will effect cover as requested by the Insured and cause the policy to be issued by the Insurers **{Name of Insurer}** in the case of a Broker.
- The Broker or Insurer will furnish the Insured with the Policy Contract as evidence of placement of requested insurance.
- It will be the duty of the Broker to act as the Insured’s advisor in so far as the insurance matters are concerned.
- Lodging and settlement of claims is expected to be done by the Broker on behalf of the Insured.
- The Broker undertakes to provide professional advice to the Insured.
-

6. In consideration of the payments to be made by the Insured to the bidder as hereinafter mentioned, the bidder hereby covenants with the Insured to provide the Insurance cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
7. The Insured hereby covenants to pay the bidder in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written

Signed, sealed, delivered by the (for the Insured).....
 In the presence of.....

Signed, sealed, delivered by the (for the contractor).....
 In the presence of.....



Bid Security Form (Bank Guarantee)

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

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

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

Date: _____

BID GUARANTEE No.: _____

We have been informed that [insert **name of the Bidder**] (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of [insert **name of contract**] under Invitation for Bids No. NDSO/INSURANCE/2023/11 ("the IFB").

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

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

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

[signature(s)]

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) Which ever applies to your type of business

You are advised that it is a serious offence to give false information on this Form.

Part General:

Business Name

Location of business premises

Plot No. Street/Road

Postal Address Tel. No. Fax Email

Nature of business

Registration Certificate No.

Maximum value of business which you can handle at any one time Maloti.

Name of your bankers Branch

Part 2(a) – Sole Proprietor:

Your name in full Age

Nationality Country of origin

Citizenship details.....

Part 2(b) – Partnership

Give details of partners as follows

Name Nationality Citizenship Details Shares

- 1.
- 2.
- 3.
- 4.
- 5.

Part 2(c) – Registered Company:

Private or public

State the nominal and issued capital of the company –

Nominal Maloti... ..

Issued Maloti.....

Give details of all directors as follows

Name Nationality Citizenship Details Shares

- 1.
- 2.
- 3.
- 4.
- 5.

Date..... Signature of Bidder

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

INVITATION TO ENTER INTO A CONTRACT

Name and address of Insured

To: (Name and address of Contractor)

Dear Sirs

Tender Number:

Requirement:

Thank you for your bid dated in respect of the above requirement.

All bidders received have been carefully evaluated and I am pleased to inform you that yours has been selected as the most favourable bid.

Would you please let me know in writing within 10 working days from the date of this letter whether or not you wish to enter into a contract with *National Drug Service Organization*.

I have also to inform you that under the Government's "cooling-off" period in respect of contract award.

All those who tendered for this requirement have been given the opportunity to object to the award of the contract to your organisation. Those bidders have 10 working days from the date of this letter to object in writing either to this office or NDSO Procurement Committee and if still not satisfied to the Government's Procurement Tribunal.

I have further to advise you that should this office, Procurement Committee or the Procurement Tribunal consider that there is a prima facie case which warrants further hearing, the award of contract will be halted until such time as the challenge is either upheld or rejected.

Once the 10 days "cooling-off" period has elapsed, and if no objections have been received by this office or if objections have been received and they have been resolved to the satisfaction of the objectors, the contract award letter and the contract documentation will be sent to you.

I look forward to hearing from you.

Please do not hesitate to contact the undersigned if you have any queries concerning this letter.

Yours faithfully

Signed:

Date:

Name:

Position:

Telephone:

Fax: