

STANDARD BIDDING DOCUMENTS

**STANDARD BIDDING DOCUMENT FOR THE SUPPLY AND
INSTALLATION OF BUDGET MANAGEMENT SYSTEM TO THE
NATIONAL DRUGS SERVICE ORGANIZATION**

**STANDARD BIDDING DOCUMENT NO.
NDSO/BUDGETMANAGEMENTSYSTEM/2026/02**

20th February, 2026

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Section I. The Invitation for the Bids

INVITATION FOR THE BIDS (IFB)

IFB No. NDSO/BUDGETMANAGEMENTSYSTEM/2026/02

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

SUPPLY AND INSTALLATION OF BUDGET MANAGENT SYSTEM TO THE NATIONAL DRUG SERVICE ORGANIZATION.

1. The National Drug Service Organization (NDSO) is the Central Medical Store for the Ministry of Health. It is mandated to **procure, store** and **distribute** Medicines, Medical Supplies and Laboratory Consumables for the Health Institutions in Lesotho. NDSO is legally gazette -Legal Notice Supplement No.4 to Gazette No.19 of the 2nd March 2007. NDSO has set aside the funds to finance the Supply and installation of Budget Management System needed within the Organization.
2. NDSO now invites the Bidders for the Supply and installation of Budget Management System. The details of this supplies are outline on **Section V- The Forms-Form 3-The Technical Specifications and Form 4- The Schedule of Requirements and Pricing** of this Bidding Document.
3. The Bidders are notified that in accordance with Clause 16- The Bids Security and clause 34- Performance security of the Instructions to the Bidders are applicable pursuant to clause 88-Tender Security of the Public Procurement Act 2023.
4. The Bidders are notified that, pursuant to section 19.4 of the Instructions to the Bidders, they must submit Form 4-The Schedule of Requirements and Pricing in a Separate sealed envelope from the Technical Specification and other documents. Failure to submit the Schedule of Requirements and Pricing in a separate sealed envelope shall result with the disqualification of the bids.
5. The margin of preference for the local Bidders 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.

6. The Bidding shall be conducted through National Competitive Bidding procedures based on the Public Procurement Act, of 2023.
7. It is expected that the Bidders shall be notified about the outcome of the Bids on or before **10th April, 2026**.
8. Interested eligible bidders may obtain further information from and inspect the bidding documents at:

Procurement House
National Drug Service Organization
Main South One Road
Mafeteng 900
Lesotho
Email address: tenders@ndso.org.ls
Telephone: +266 222 15 300

9. A complete set of bidding documents English may be purchased by interested Bidders upon payment of a non-refundable fee of **Five Hundred Lesotho Maloti (LSL500.00)** (which is equivalent to South African Rand). The method of payment will be Electronic Bank transfer to the bank account details below with all bank charges to the account of the Bidder. Proof of purchase of bidding documents will be required for participation in the tender. **The bidding document will be provided for free if an electronic copy is required.**

10. Account details for payment for bidding documents:

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

11. It is mandatory for the bidders to submit the Mandatory documents as listed:

- 11.1 The Signed Bid Form.
- 11.2 Certificate of Bona Fide Bidding.
- 11.3 Bid Security Declaration.
- 11.4 Traders License.
- 11.5 Tax Clearance Certificate issued by the Relevant Authority.

The presence or the absence of the Mandatory documents shall be announced on the

Bid Opening date as indicated in these Standard Bidding Document documents. Failure to submit any of the Mandatory documents shall result with the disqualification of the Bid for evaluation and award.

12. The Bids must be delivered to the address below, at or before **27th March 2026,14:00hrs**. The Late Bids shall be rejected. The Bids shall be opened in the presence of the bidders' representatives, who choose to attend at the address below on **27th March 2026, 14:30hrs**.

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

13. These Bidding Documents include the following documents:

The Documents Comprising the Bids

Documents	Instructions to the Bidders (ITB)/ Bidding Documents	Clauses within the Bids Data Sheet (BDS)
The Bid Form	Section V- The Forms-Form 1-The Bid Form.	Not in BDS
Certificate of Bona Fide Tender	Section V-The Forms-Form 2- Certificate of Bona Fide Bidding.	Not in BDS
The Pricing Schedule	Section V-The Form 5- The Technical Specifications and Pricing Schedule.	Not in BDS
Proof of Registration with the Relevant Authority/Council/Association/any other	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	Not Applicable in this Tender	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

M.G. Sefali (Mr)

Chairperson

The NDSO Procurement Committee

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

- a) "Contract" refers to the agreement that will be signed by and between the NDSO and the successful Bidder, all the attached documents thereto, including the General Terms and Conditions (GTC).
- b) "Country" refers to the country indicated in the Bid Data Sheet.
- c) "Bid Data Sheet" refers to such part of the Instructions to the Bidders used to reflect conditions of the Standard Bidding Document processes that are specific for the requirements of the Standard Bidding Document documents.
- d) "Day" refers to a calendar day.
- e) "Government" refers to the Government of the Kingdom of Lesotho.
- f) "Instructions to the Bidders" (Section III of the Bidding Documents) refers to the complete set of documents which provides Bidders with all information needed and procedures to be followed in the course of preparing their Bids
- g) "LOI" (Section I of the Bidding Documents) refers to the Letter of Invitation being sent by the Purchaser to the Bidders.
- h) "Bid(s)" refers to the Bidder's response to the Standard Bidding Document, including the Proposal Submission Form, Technical and Financial Proposal, and all other documentation attached thereto as required by the Standard Bidding Document.
- i) "Bidder" refers to any legal entity that may submit, or has submitted, a Bid for the provision of services requested by Purchaser.
- j) "Standard Bidding Document" refers to the Request for the bids consisting of instructions and references prepared by the Purchaser for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- k) "Technical Specifications" refers to the entire scope of tasks and deliverables requested by the Purchaser under the Standard Bidding Document.
- l) "Amendment to the Standard Bidding Document" refers to a written communication issued by the Purchaser to the Bidders containing clarifications, responses to queries received from prospective proposers, or changes to be made in the bids, before the deadline for the submission of the proposals.
- m) Terms of Reference (TORs) refers to the document included in the bids which specifically defines the kind of service, the scope and deliverables required of the bidder.

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30.	Preference for Domestic Bidders		
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Section III. Instructions to the Bidders.

A. General

1. **Scope of the Bids**
 - 1.1 The Purchaser, as defined in the **Bid Data Sheet**, invites bids for the Services, as described in the **Technical Specifications as per Form 4** of this Bidding Documents. The name and identification number of the Contract is provided in the **Bid Data Sheet**. The Purchase shall use the **Quality and Cost Based Selection Method** in evaluation of the Bids submitted for this Standard Bidding Document.
 - 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 The Purchase, referred in the **Bid Date Sheet**, solicits the Bids in response to this Standard Bidding Document. The Bidders must strictly adhere to all the requirements of these Standard Bidding Document documents. No changes, substitutions, or other alterations to the provisions stipulated in this Standard Bidding Document shall be accepted unless approved in writing by the Purchaser. However, whilst fully complying with the Standard Bidding Document 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 the Purchaser.
 - 1.4 The submission of the Bids shall be deemed to constitute an acknowledgment by the Bidder that all the obligations stipulated in the Standard Bidding Document documents shall be met and unless specified otherwise, the Bidder has read, understood, and agreed to all the instructions in this Standard Bidding Document.
 - 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 the Purchaser. The Bid(s) shall not commit the Purchaser to an award a contract.
2. **Source of the Funds**
 - 2.1 The Source of Funds shall be the National Drug Service Organization.
3. **Eligibility of the Bidders**
 - 3.1 This invitation is only limited to the Institutions/Persons as indicated in the **Bid Data Sheet**.
 - 3.2 All the Bidders shall fill the Mandatory Documents as indicated in the **Bids Data Sheet**. **The Mandatory documents shall be**

announced during the Standard Bidding Document Opening activity.

- 3.3 The Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices in accordance with ITB clause 37.1.
- 4. Qualification of the Bidders**
- 4.1 All the bidders shall fill, as provided for in **Section V-The Forms**, all the forms which are designed and included to assist the Bidders to prepare and submit a responsive bid.
- 4.2 All the bidders shall include the following information and fill the relevant documents with their bids, as provided for in **Section V-The Forms** plus additional information, if any, stated in the **Bid Data Sheet**:
- (a) copies of original documents defining the **constitution** or **legal status**, place of registration, and principal place of business; **written power of attorney** of the signatory of the Bid to commit the Bidder;
 - (b) **experience in Services of a similar nature and size for each of the last five years**, and details of Services underway or contractually committed; and name, addresses and telephone/mobile phones and email contacts of clients who may be contacted for further information on those contracts;
 - (c) reports on the **financial standing of the Bidder- (i) Audited Financial Statements for the Last three years, (ii) Revenue, (iii) Gross Profit, (iv) Net Profit and (v) Working Capital**;
 - (d) authority to the Purchaser to seek **references from the Bidder's bankers**;
 - (e) information regarding any **litigation**, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
- 5. Number of the Bids per the Bidder**
- 5.1 Bidders can submit one Bid for each lot or for all lots individually, unless otherwise stated in the **Bids Data Sheet**.

- 6. Cost of the Bidding** 6.1 The Bidder(s) shall bear any and all the costs related to the preparation and/or submission of their Bids, regardless of whether their Bids were selected or not. The Purchaser shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the process.
- 7. Pre-Proposal Meeting.** 7.1 The Bidder, if so indicated in the **Bids Data Sheet**, at the Bidder’s own responsibility and risk, shall visit and examine the Sites of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder’s own expense.

B. The Bidding Documents

- 8. The Content of the Bidding Documents** 8.1 The set of the bidding documents shall comprise the documents listed in the table below and addenda issued in accordance with Clause 10:
- | | | |
|---------|-----|---|
| Section | (a) | The Invitation Letter. |
| | (b) | Definition of the Terms with regard to the Instructions to the Bidders. |
| | (c) | The Instructions to the Bidders. |
| | (d) | The Technical Specifications. |
| | (e) | The Forms. |
| | (f) | The General and Special Conditions of Contract. |
| | (g) | The Contract Forms. |
| | (h) | The Technical Specifications. |
| | (i) | The Pricing Schedule. |
- 8.2 The Bidders are expected to examine all the instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect shall be at the Bidder’s risk and may result in the rejection of its bid. All the forms indicated in **Sections V- The Forms** must be completed and returned with the Bid in the number of copies specified in the **Bid Data Sheet**.
- 9. The Clarification of Bidding Documents** 9.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by cable (“cable” includes telex, email, and facsimile) at the Purchaser’s address indicated in the invitation to bid. The Purchaser shall respond to any request for clarification received earlier than 14

days before the deadline for submission of the bids. Copies of the Purchaser's response shall be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

10. Amendment of Bidding Documents

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

C. Preparation of the Bids

11. Language of Bid

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

12. Documents Comprising the Bid

12.1 The Bid Form.

The Bidders shall submit the Bid Form using the forms furnished in **Section V-The Forms** of the Standard Bidding Document documents.

12.2 The Methodology and Institutional Arrangement.

Unless otherwise stated in the **Bid Data Sheet**, the Bidders shall structure the Methodology and Institutional Arrangement as follows:

12.2.1 Expertise of Firm/Organization – this section should provide details regarding the management structure of the organization, organizational capability/resources, and experience of the organization/firm, and the list of projects/contracts (both completed and ongoing, both domestic and international) that are related or similar in nature to the requirements in the **Technical Specifications**, and proof of financial stability and adequacy of resources to complete the services required. The organizational capability will also be demonstrated by samples of reporting available.

12.2.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Bidder’s response to the Technical Specifications 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 the appropriateness of the approach to the **Technical Specifications**. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Bid Data Sheet**. (if applicable).

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 account manager.

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 Bidder 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.

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

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

Pricing Schedule-Form-5-Section V-The Forms. All the outputs and activities described in the **Technical Specifications** must be priced. Any output and activities described in the **Technical Specifications** but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

13. Bid Prices

13.1 The Bids shall be for the Services, as described in the **Technical Specifications** and the prices shall be filled according to the **Pricing Schedule Forms** as indicated in **Form 5- The Technical Specifications and the Pricing Schedule** of these Standard Bidding Document documents.

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

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

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

13.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder along with the Bids.

14. Currencies of the Bid and Payment

14.1 The price (s) shall be quoted by the Bidder in the currencies indicated in the **Bid Data Sheet**.

14.2 The Purchaser shall process the monthly Premiums as shall be indicated on the contract that shall be entered in to between the Purchaser and the Contractor.

15. Bid Validity

- 15.1 The Bids shall remain valid for the period specified in the **Bid Data Sheet**, commencing on the Bids submission deadline date also indicated in the **Bids Data Sheet**. A Bid Valid for a shorter period shall be immediately rejected by the Purchaser and rendered non-responsive.
- 15.2 In exceptional circumstances, the Purchaser may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request shall not be required or permitted to otherwise modify the Bid, but shall be required to extend the validity of the Bid Security for the period of the extension, and in compliance with Clause 16 in all respects.

16. The Bids Security

- 16.1 The Bidder shall furnish, as part of the Bid, if provided for by the Public Procurement Act and if so indicated in the **Bid Data sheet**, a Bid Security in local currency in the amount specified in the **Bid Data Sheet**.
- 16.2 The bid security shall be denominated in the currency of the bid and shall be per the **Bid Security Form** included in **Section V-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 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 Purchaser.
- 16.4 The Bid Security of unsuccessful bidders shall be returned within 30 days of the end of the Bid validity period specified in Sub-Clause 15.1.
- 16.5 The Bid Security of the successful Bidder shall be discharged when the Bidder has signed the Service Level Agreement or the Contract and furnished the required Performance Security.
- 16.6 The Bid Security may be forfeited
- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;

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

17. Alternative Bids by the Bidders

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

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

18. Format and Signing of the Bids

18.1 The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 12 of these Instructions to the Bidders, bound with the volume containing the Bid Form, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number specified in the **Bid Data Sheet**, and marked as "COPIES." In the event of a 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), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

18.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Purchaser, or as necessary

to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. Submission of the Bids

19. Sealing and Marking of the Bids

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

19.2 The inner and outer envelopes shall

- (a) be addressed to the Purchaser at the address provided in the **Bid Data Sheet**;
- (b) bear the name and identification number of the Contract 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 **Form 5- Technical Specifications and the Pricing Schedule-** and the **Technical Proposal** Envelopes **MUST BE COMPLETELY SEPARATED** and each of them must be submitted sealed individually and marked on the outside as either “**TECHNICAL PROPOSAL**” or “**Form 5-Technical Specifications and Pricing Schedule**”, as appropriate. **If the Technical Proposal and Form 5- Technical Specifications and 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 deadline (time and date) specified in the **Bid Data Sheet**.

20.2 The Purchaser may extend the deadline for submission of the bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Purchaser and the

bidders previously subject to the original deadline shall then be subject to the new deadline.

21. Late Bids

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

22. Modification and Withdrawal of the Bids

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

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

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

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

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

E. Bid Opening and Evaluation

23. The Bids 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 Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, 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 on the Bids

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

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

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

26. Examination of the Bids and Determination of Responsiveness

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

26.2 A substantially responsive Bid 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 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 Technical Specifications and Pricing, but including Day work, when requested in the **Technical Specifications and Pricing**;

- (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 a **Lump Sum 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 the 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 the 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 of 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 Letter of Acceptance 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 that 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 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. Arbitration**
- 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 National Drug Service Organization requires that Purchasers, as well as Bidders/Suppliers/Contractors under NDSO or GOL-financed contracts, 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 to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (before 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 a firm ineligible, either indefinitely or for a stated period, to be awarded a NDSO or GOL-financed contract if it at any time determines that the firm has

engaged in corrupt or fraudulent practices in competing for, or in executing, NDSO 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 Data Bid Sheet. This bid submission simply GUIDES the Bidder(s) to make sure that ALL the relevant Documents are submitted to make a Responsive Bid(s) Submission.

Section V- the Forms of this Standard Bidding Document contains the Forms that are intended to assist the Bidders to prepare and submit the responsive bids. The Bidders are strongly requested that all the Forms within Section V are all correctly filled.

39.0 Evaluation Criteria.

The Purchaser shall appoint the Evaluation Team that shall carry out a detailed evaluation of the bids using the Evaluation Criteria indicated in **Section IV** of these Bidding Documents. In line with the Public Procurement Act and the Regulations, the selection method that shall be used is the **Quality and Cost Based Selection Method**. On implementation of the Evaluation Criteria, the details of which are comprehensively elaborated on the **Public Procurement Regulations, 2025, clause 109**

The Evaluation shall include the following:

39.1 The Bids Responsiveness Assessment.

This Assessment shall be informed by the presence or absence of the Mandatory documents that shall be announced during the Bids Opening activity. Failure, by the Bidders to provide all the Mandatory documents in the way indicated and acceptable to the Procurement Committee may result with the disqualification of the bids.

39.2 The Bids Qualification Assessment

This assessment determines if the Bidder(s) have submitted the documents as described in **clauses 4.2 –Qualification of the Bidders** under the Instruction to the Bidders. The Bidders are specifically informed that they have to prepare the documents listed and described in **clauses 4.2- Qualification of the Bidders** under the

Instructions to the Bidders. Failure to support, avail, and submit the documents as indicated and described under **clauses 4.2 of the Instructions to the Bidders** may result in the disqualification of the Bids involved.

39.3 Methodology and Institutional Assessment.

The Purchase, as indicated in the **Bid Data Sheet**, shall carryout the Methodology and Institutional Assessment in order to evaluate the methodology and Institutional Arrangement submitted by the Bidder in response to **section 12.2- The Methodology and Institutional Arrangement** of the Instruction to the Bidders.

39.4 The Technical Specification Assessment.

The Purchaser shall do the Technical Evaluation as informed by **Section V-Form 5-The Technical Specifications and Pricing Sample Form**. This assessment forms the core of the Technical Specifications and shall score relatively high.

39.5 The Percentage Contribution to the Final Technical Score Aggregation and the Final Combined Evaluation Score shall be indicated in the **Bids Data Sheet**. The **Qualifying Score**, post the Technical Evaluation, shall be indicated in the **Bid Data Sheet**. The Bid(s) Proposal that scored below the **Qualifying Score** shall not proceed to the Financial Evaluation. Only the Bids Proposal with the evaluation score equal or above the **Qualifying Score** shall proceed to the Financial Evaluation.

39.6 Financial Evaluation.

This evaluates the Financial Submission of the Bidders that have been determined to proceed to the Financial Evaluation following the evaluation process indicated in section 39.1 to section 39.5 of the Instruction to the Bidders. The Financial Score will contribute, to the Final Evaluation Score, a Percentage determined and indicated in the **Bids Date Sheet**.

The aspects of the evaluation of the Financial Proposal:

- (a) The Financial Evaluation shall only be done on the Bid Proposals that have been determined to have a Qualifying Score equal or above the Qualifying Score set for the Technical Evaluation.
- (b) The lowest Evaluated Price shall be awarded the Financial Score of one hundred (100) and other Bids Financial Proposals be allocated a score that is inversely proportional to the least evaluated price.
- (c) The Evaluation Committee shall recommend for Contract Award, the Bidder who obtains the highest score according to the formula on clause 39.7 below.

The Pricing Schedules of the Bidders shall be scored using the Proportional Cost Based Selection indicated below.

39.6.1 The Bidders financial score shall be underpinned by the Financial Evaluation Assessment indicated in **Section V Form 5-The Technical Specifications and the Pricing**.

39.6.2 The financial evaluation will be conducted in accordance with the following formula, with a total weight of 100% allocated to the financial (price) component:

39.6.2.1 **100%** shall be awarded for the Evaluated bid that has passed both (a) The Bids Responsiveness Assessment, (b) The Qualification Assessment, and (c) determined to have the Lowest Price as indicated in **The Technical Specifications and the Pricing**.

39.6.2.2 **Lowest Price Scoring Method:**

The bidder offering the **lowest evaluated price** will be awarded the full financial score of **100 points**

39.6.2.3 **Relative Scoring for Other Bidders:**

The financial scores for all other bids will be calculated using the following formula:

$$\text{Financial Score} = \frac{\text{Lowest Evaluated Price}}{\text{Bidder's Price}} \times 100$$

Where:

- **Lowest Evaluated Price** is the lowest responsive bid price among all bidders.
- **Bidder's Price** is the total evaluated price of the respective bidder

39.7 The Final Score Awarded to the Bidder.

The final score awarded to the Bidders shall be as per Section IV- The Evaluation Tables-Table 7-The Final Combined Evaluation Score. The final Score shall be according to the Formula indicated below.

Final Score= 0.7 [The Final Technical Score Aggregation-Table 5] + 0.3[The Financial Evaluation Score –Table 6].

39.8 The Financial Evaluation Report.

The Evaluation Committee shall prepare the evaluation report which shall indicate:

39.8.1 The recommendation of the award of contract who obtains the highest total score under Clause 39.6(c) above.

39.8.2 The Evaluation report prepared according to the format of **Form 15**, of the **Public Procurement Regulations, 2025**.

G. Bid Data Sheet

The Bid Data Sheet Table		
I.T.B Clause	I.T.B Section	Bid Data Sheet Instruction
1.	Scope of the Bids	1.1 & 1.3 The Purchaser is the National Drug Service Organization (NDSO) .
		The name and identification number of the Contract is NDSO/BUDGETMANAGEMENTSYSTEM/2026/02

		1.2 The Intended Completion date is 01st June 2026
3.	Eligibility of the Bidders	3.1 (a) The invitation is limited to the Bidders Registered with Ministry of Trade and Industry Lesotho. (b) Proofs of valid Traders License issued by the Ministry of Trade and Industry Lesotho.
		3.2 The Mandatory Documents for this Standard Bidding Document are (a) The Signed Bid Form. (b) Certificate of Bona Fide Bidding. (c) Bid Security Declaration form. (d) Traders License. (e) Tax Clearance Certificate issued by the Relevant Authority. and are also listed on <u>Section 1: Invitation to Bidders (Clause 9)</u>
4.	Qualification of the Bidders	4.2 The additional information, over and above what the Bidders have provide as per <u>Section V- The Forms</u> is [Not Applicable]
5.	The Number of the Bids	The Number of bids that can be submitted for this Standard Bidding Document is : One bid per bidder
7.	The Site Visit	The Pre-Proposal Meeting shall be held at N/A
8.	Content of the Bidding Documents	8.2 The number of copies required is: [One Original bid and two copies of the bid]
11.	The language of the bids	11.1 The Bids must be written in [English]
12.	Documents Comprising the Bids	12.2 Is the Methodology and Institutional Arrangement format indicated in Clause 12.2 of the Instructions to the Bidders relevant for this Standard Bidding Document? [The Methodology and Institutional Arrangement shall be applicable in this Standard Bidding Document] 12.2.2 The duration of the Contract that the implementation time table corresponds to is 12 Months.
13.	The Bids Prices	13.4 Are the Rates and Prices adjustments during the Performance of the contract allowed? Not allowed .
14.	Currencies of the Bid and Payment	14.1 The price(s) shall be quoted by the Bidder in Maloti(LSL) or South African ZAR.
15.	Bid Validity	15.1 The Bids shall remain Valid for Ninety(90) days after the closing date
16.	The Bids Security	16.1 A Bid Securing Declaration shall be required.

		16.2 The amount of the Bid Security shall be N/A.
17.	Alternative Bids by the Bidders	17.1 Are the alternative Bids allowed in this Standard Bidding Document Not Allowed.
		17.2 Are the Alternative technical requirements to the Bidding Documents allowed Not Allowed.
18.	Format and Signing of the Bids	18.1 The number of COPIES to be submitted is One(1) Original and Two(2) Copies
19.	Sealing and Marking of the Bids	19.2 National Drug Service Organisation Main South 1 Road Mafeteng 900
		19.2 (b) [Supply and Installation of Budget Management System , NDSO/BUDGETMANAGEMENTSYSTEM/2026/02
		19.2 (c) The Warning to be written on the Standard Bidding Document is DO NOT OPEN BEFORE 27th March 2026, 14:30HRS.
20.	Deadline for the Submission of the Bids	The deadline for the bids submission shall be 27th March 2026, 14:00HRS at Procurement Building.
23.	The Bids Opening	The Place and the time for the Opening of the Standard Bidding Document shall be 27th March 2026, 14:30HRS at National Drug Service Organisation, Procurement Building, NDSO, Mafeteng 900, Lesotho.
29.	Evaluation and Comparison of the Bids	Will there be an Alternative Bid(s) Evaluation and Comparison No alternative Bids evaluation and comparison is allowed.
34.	Performance Security	34.1 The value and the form of the Performance Security shall be 5% of the Contract value.
35.	Advance Payment Security	Indicate the amount and the Conditions of Prepayment on the Contract Price Not allowed.
36.	Arbitrator	The Purchaser shall/shall not approve the services of the Arbitrator [Yes]
39.3	Methodology and Institutional Arrangement	Is this section on Methodology and Institutional Arrangement applicable in this Tender? [Applicable]
39	Evaluation Criteria	39.5 & 39.6 The Percentage Contribution of the Different Evaluation Criteria are as below:
	Table 1	The Bids Responsiveness Assessment [The Bidders shall submit all the Mandatory documents required. Failure to submit any of the Mandatory documents shall result with the disqualification of that bid]
	Table 2	The Bids Qualification Assessment Score [5%]
	Table 3	The Methodology and Institutional Arrangement Score [15%]
	Table 4	The Technical Specifications and Assessment Score [80%]

	Qualifying Score	The Technical Score that shall Qualify to the Financial Evaluation shall be [80%]
	Table 5	The Final Technical Score shall Contribute [70%]of the Final Combine Evaluation Score in line with ITB 39.7
	Table 6	The Financial Evaluations Assessment Score, as a Percentage of the Final Combined Evaluation Score [30%] in line with ITB 39.7

Section IV- The Bids Evaluation Tables	
Table 1	The Bids Responsiveness Assessment.

Table 2	The Bids Qualification Assessment Forms [(b)(i),(b)(ii) and (b)(iii)].
Table 3	The Technical Specification and Assessment Score.
Table 4	The Final Technical Score Aggregation.
Table 5	The Financial Evaluation Score.
Table 6	The Final Combined Evaluation Score.

SECTION IV-The Bids Evaluation Tables.

The Bids Evaluation Tables are designed to enable the Evaluation Team to carry out the bids evaluation whilst applying the relevant sections of the Instructions to the Bidders. The Bids Evaluation Tables includes-**Table 1** (The Bids Responsiveness Assessment, **Table 2** The Bids Qualification Assessment Forms, **Table 3** The Methodology and Institutional Arrangement, **Table 4**-The Technical Specifications and Assessment Score, **Table 5**- The Final Technical Score Aggregation, **Table 6**- The Financial Evaluation Score and **Table 7**- The Final Combined Evaluation Score.

Table 1-The Bids Responsiveness Assessment.

This form helps to indicate the Presence or absence of the Mandatory documents that are listed as per section 4 (Qualification of the Bidders). The mandatory Documents are announce during the Standard Bidding Document opening. Absence of any one of the mandatory documents shall result

with the disqualification of the bid or the Standard Bidding Document. **A disqualified bid shall not be subjected to any further evaluation. This is I.T.B 39.1 The Bids Responsiveness Assessment.**

Reference Table	1					
The Bids Responsiveness Assessment I.T.B 39.1						
Bidders	Signed Bid Form	Certificate of Bona Fide Bidder	Bid Security Declaration	Traders License	The Tax Clearance Certificate issued by the Relevant Authority	Proof of Purchase of Bidding Documents

Table 3--The Methodology and Institutional Arrangement.

This table shall be filled by the Evaluation Team Appointed. The Scoring shall be informed by the Bidder's Response to the Purchaser's Requirements as indicated in **Section 12 Documents Comprising the Bid** and **Section V- The Forms (d) The Methodolgy and Institutional Arrangement**. The Technical Evaluation will use a five points scoring system where one (1) represents the Lowest Evaluated Response and five (5) represents the Highest evaluated Response. **The Methodology and Institutional Arrangement shall contribute ten Percent (10%) of the Final Technical Score.**

The Methodology and Institutional Arrangement					
Bidder(s) [1]	Expertise of Firm/Organization[2]	Proposed Methodology, Approach and Implementation Plan [3]	Management Structure and Key Personnel [4]	Total [5]=[2]+[3]+[4]	Contribution to the Final Technical Score (0.1*[5])

Table 4 The Technical Specifications and Assessment Score.

The Purchaser shall use this scoring to evaluate the Bidder’s bids against the Technical Specifications required in the Bidding Documents. **The Technical Specifications and Assessment Score shall contribute Eighty five Percent (80%) of the Final Technical Score.**

Table Reference	4[A]		
Name & Surname of the Evaluator			
Name of the Bidder			
Products	Budget Management System		
Minimum Technical Specifications and Assessment Score			
Specifications Scoring	Score 0 if the Bids Specification is Inferior to the Specification.	Score 1 , if the Bids Specification is as stated in the Technical Specification	Score 2 if the Bid Specifications exceed the technical Specification

Business Area	#	Business Function	Use Case	Use Case Description	Expected Outcome	System Requirement	Bidder Score	Aggregate Score
	1	Budget Preparation	Create Annual Budget	Finance prepares the annual budget for the organization	Approved annual budget ready for execution	System must allow creation of annual budgets per fiscal year		

Finance & Budget Office [1]	2	Budget Preparation	Create Multi-Year Budget	Finance prepares rolling 3–5-year budgets	Long-term financial planning enabled	System must support multi-year budgeting	
	3	Budget Categorization	CAPEX & OPEX Budgeting	Separate capital and operational budgets	Accurate classification of expenses	System must support CAPEX and OPEX budget categories	
	4	Budget Templates	Departmental Budget Templates	Create departmental budgeting templates	Standardized budget structure	Configurable budget templates per department	
	5	Budget Versioning	Budget Draft & Version Control	Maintain multiple versions of budget drafts	Controlled changes and comparisons	System must maintain historical budget versions	
	6	Budget Adjustment	Budget Reallocation (Virement)	Shift funds between line items	Flexible budget utilization	System must allow controlled virements with approval	
	7	Supplementary Budget	Submit Supplementary Budget	Submit additional funding needs mid-year	Unplanned needs accommodated	System must support supplementary budget workflows	

Departmental Operations (All Departments) [2]	8	Budget Submission	Submit Department Budget	Departments submit proposed budgets	Bottom-up budgeting achieved	System must allow departmental budget submissions	
	9	Budget Review	Review Draft Budget	Heads of departments review departmental budgets	Validated budgets	System must allow review and comment functionality	
	10	Budget Monitoring	Monitor Department Expenditure	Track how much budget is used	Spending control	Real-time budget vs actual dashboard	
	11	Budget Requests	Request Budget Reallocation	Request additional funds	Approved funding adjustments	Online budget change requests	
	12	Performance Monitoring	Track Department Budget Performance	Compare planned vs actual spending	Improved financial discipline	System must generate department performance reports	
Management & Executive [3]	13	Budget Oversight	Executive Budget Approval	Executive reviews and approves budgets	Authorized budget execution	Multi-level electronic approvals	
	14	Decision Support	View Budget Dashboard	View summarized financial status	Informed strategic decisions	Management dashboards and KPIs	

	15	Budget Control	Approve Budget Revisions	Approve budget reallocations	Controlled financial changes	Secured approval workflows		
	16	Financial Governance	Monitor Budget Performance	Track organization-wide budget utilization	Improved financial governance	Consolidated budget performance reports		
Procurement [4]	17	Pre-Commitment Control	Check Budget Availability	Verify funds before procurement	No overspending	Real-time budget availability check		
	18	Commitment Recording	Record Purchase Commitments	Encumber funds for POs	Accurate committed balances	Automated encumbrance posting		
	19	Procurement Integration	Link Procurement to Budget	Sync PRs and POs with budgets	Integrated financial control	API integration with e-Procurement		
	20	Contract Budget Control	Control Contract Expenditure	Track contract spending vs budget	Prevent contract overrun	Contract-budget linkage control		
HR & Payroll [5]	21	Salary Budget Control	Track Salary Budget Utilization	Control HR cost against budget	Controlled payroll expenditure	Integration with Payroll System		

	22	Allowance Budgeting	Budget for Allowances & Benefits	Forecast benefits costs	Accurate HR budget planning	Salary and allowance budget forecasting		
	23	Staffing Cost Planning	Project Personnel Costs	Plan future recruitment costs	Sustainable HR budgeting	Workforce cost planning module		
Projects & Programs [6]	24	Project Budget Creation	Create Project Budgets	Allocate budgets per project	Controlled project financing	Project-based budget module		
	25	Donor Fund Management	Track Donor Project Funds	Track donor funds usage	Donor compliance achieved	Fund and grant tracking module		
	26	Project Cost Monitoring	Monitor Project Expenditure	Track actual vs planned cost	Reduced project overruns	Project budget vs actual reports		
	27	Project Closure	Close Project Budgets	Finalize closed projects	Accurate financial close-out	Controlled project budget closure		
Accounting & General Ledger [7]	28	Actual Cost Posting	Post Actual Expenditure	Post actual spending from GL	Accurate financial reporting	Direct GL integration		

	29	Accrual Management	Record Accrued Expenses	Capture unpaid obligations	Correct financial statements	Accrual tracking functionality	
	30	Financial Reconciliation	Reconcile Budget vs Actual	Match budget with accounting data	Financial accuracy	Automated reconciliation tools	
	31	Chart of Accounts	Manage Chart of Accounts	Maintain standard account's structure	Consistent financial classification	Configurable Chart of Accounts	
Internal Audit & Compliance [8]	32	Audit Trail	Track Budget Changes	Review who changed what and when	Full accountability	System-generated audit logs	
	33	Compliance Monitoring	Detect Budget Violations	Identify over-expenditure	Regulatory compliance	Automated exception reporting	
	34	Read-only Access	Review Financial Records	Access without editing	Independent review	Role-based read-only audit access	
	35	Evidence Management	Retrieve Supporting Documents	Verify budget approvals	Verified compliance	Electronic document management	

ICT & System Administration [9]	36	User Management	Create & Manage Users	Manage system users and roles	Secure system access	Role-based access control	
	37	System Configuration	Financial Year Setup	Configure new budget years	Smooth annual transition	Financial period configuration	
	38	Backup & Recovery	Backup Budget Data	Protect critical data	Business continuity	Automated backup and restore	
	39	System Integration	Integrate with Other Systems	Share data with ERP, Payroll	Unified system operations	Secure APIs and integration support	
	40	System Security	Enforce Security Controls	Protect sensitive financial data	Enhanced system security	Encryption, MFA, and access logs	
Reporting & Business Intelligence [10]	41	Financial Performance	Budget vs Actual Report	Compare planned vs spent amounts	Accurate performance monitoring	Automated budget vs actual report	
	42	Variance Analysis	Analyse Budget Variances	Identify overspending or savings	Improved financial control	Variance analytics engine	

	43	Management Review	Generate Management Reports	Produce executive summaries	Data-driven decisions	Custom report builder		
	44	Export & Sharing	Export Reports	Share reports externally	Improved transparency	Export to PDF, Excel, CSV		
	45	Scheduled Reporting	Auto-Generate Reports	Scheduled monthly/quarterly reports	Timely reporting	Report scheduling functionality		
System Integration [11]	46	System Integration	Integrate Stationery Requisition Module	Integration of the new solution with the existing Warehouse Management System (ERP) Stationery Requisition Module	Seamless synchronization of requisitions and inventory data	Intergrade with Stationery Requisition Module of existing Warehouse Management System- ERP.		
	47	System Integration	Financial System Integration	Integrate the new solution with the existing financial system (Sage 300)	Accurate financial postings and real-time updates between systems	Integration with existing financial system (Sage 300)		

Training & Documentation [12]	48	Training & Documentation	User Training & Manuals	Provide training for users and prepare user manuals and guides	Staff fully trained and able to use the system effectively	Training for staff and provision of user manuals		
Implementation & Commissioning [13]	49	Migration & Configuration	Data Migration & Configuratio	Migration of legacy data and configuration of modules to align with business processes	Clean, validated data and fully configured system ready for testing	Data migration and configuration from existing systems.		
	50	Testing & Commissioning	System Testing	Conduct system testing, user acceptance testing (UAT), and commissioning	Confirmed system readiness and acceptance for deployment	Testing and commissioning, Including acceptance testing		
	51	Go-Live Support	Deployment Support	Provide on-site/remote support during system go-live	Smooth transition to the new system with minimal disruption	Go-live support		
Post-Implementation Support & Maintenance (1 year) [14]	52	Support & Maintenance	Helpdesk & Updates	Provide helpdesk support and perform periodic system updates and patches	Stable system performance and timely issue resolution	Helpdesk support, Software updates		
Total= [1+2+3+4+5+6+7+8+9+10+11+12+13+14]								

Table Reference	4[B]				
Aggregated Score					
Bidders	Evaluators				
	1	2	3	Total	Average

Table 5 The Final Technical Score Aggregation.

The table provides a summary of all the total scores, contribution to the Final Technical Sores and the I.T.B Section 39.3 Contribution. **The Final Technical Score Aggregation shall contribute 70% of the Final Evaluation Score**

Reference Table		5			
The final Technical Score Aggregation					
[1] Bidders	[2] Qualification Score from Table 2 (Column [6])	[3] Contribution to the Final Technical Score = (0.15*[2])	[4] Total Aggregated Score –Table 3[D]	[5] Contribution to the Final Technical Score= (0.85*[4])	[6] Total Aggregated Technical Score=[3]+[5]

Table 5 The Financial Evaluation Score.

The Financial Evaluation Score comprises of Pricing (informed Form 4 -The Technical Specifications and the Pricing Schedule - Section V- The Bid Form).
Pricing shall contribute hundred Percent (100%) of the total Financial Contribution.

Reference Table	5[A]		
Name & Surname of the Evaluator			
The Financial Evaluation Score			
[1] Bidder(s)	[1] Form 4-The Technical Specifications and Pricing Schedule Grand Total	[2] Section 39.6.2.3	[3] Total [6]+[8]

Reference Table	5[B]				
The Financial Evaluation Score Aggregation					
Total Financial Evaluation Score- Table 5[A] –Total Column[9]					
Evaluators					
[1]Bidders	[2] 1	[3] 2	[4] 3	[5] Total=[2]+[3]+[4]	[6] Average

Table 6 The Final Combined Evaluation Score.

The Final Combined Evaluation Score implements I.T.B Section 39.5 (The Final Score Awarded to the Bidder). It combines the results of (a) The final Technical Score Aggregation (Table 5) and (b) The Financial Evaluation Score- Table 6).

The Final Combined Evaluation Score					
Bidder [1]	The Final Technical Score Aggregation (Table 5)[2]	I.T.B Section 39.7 Contribution- 70%[3]	The Financial Evaluation score-Table 6[4]	I.T.B Section 39.7 Contribution- 30%[5]	Final Score [3]+[5]

Section V- The Forms	
The Forms	The Name of the Form
Form 1	The Bid Form
Form 2	The Certificate of Bona Fide Bidding
Form 3	The Technical Specifications
Form 4	The Schedule of Requirements and Pricing.
Form 5	Qualification Assessment Form
Form 6	Bid Securing Declaration Form

Section V. The Forms

Form 1 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: _____

Form 2 Certificate of Bona Fide Bidding.

IFB No.:

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

Subject: **Supply and Installation of Budget Management System to the National Drug Service Organisation.**

We hereby certify that the offer made in connection with the above Standard Bidding Document 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 Standard Bidding Documenting,
- 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:.....

Form 3 The Technical Specifications.

This is the Section that the Purchaser Clearly indicates, to the Bidders, the Specific requirements from the Purchaser that the Bidders are expected to fulfil or perform. These Specific requirements shall inform Technical Specification and the Pricing Schedule.

The Technical Specifications

Finance & Budget Office

Business Area	Business Function	Use Case	Use Case Description	Expected Outcome	System Requirement	Available (YES/NO)	Comments
Finance	Budget Preparation	Create Annual Budget	Finance prepares the annual budget for the organization	Approved annual budget ready for execution	System must allow creation of annual budgets per fiscal year		
Finance	Budget Preparation	Create Multi-Year Budget	Finance prepares rolling 3–5-year budgets	Long-term financial planning enabled	System must support multi-year budgeting		
Finance	Budget Categorization	CAPEX & OPEX Budgeting	Separate capital and operational budgets	Accurate classification of expenses	System must support CAPEX and OPEX budget categories		
Finance	Budget Templates	Departmental Budget Templates	Create departmental budgeting templates	Standardized budget structure	Configurable budget templates per department		
Finance	Budget Versioning	Budget Draft & Version Control	Maintain multiple versions of budget drafts	Controlled changes and comparisons	System must maintain historical budget versions		
Finance	Budget Adjustment	Budget Reallocation (Virement)	Shift funds between line items	Flexible budget utilization	System must allow controlled virements with approval		

Finance	Supplementary Budget	Submit Supplementary Budget	Submit additional funding needs mid-year	Unplanned needs accommodated	System must support supplementary budget workflows		
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Departmental Operations (All Departments)

Business Area	Business Function	Use Case	Use Case Description	Expected Outcome	System Requirement	Available (YES/NO)	Comments
Departments	Budget Submission	Submit Department Budget	Departments submit proposed budgets	Bottom-up budgeting achieved	System must allow departmental budget submissions		
Departments	Budget Review	Review Draft Budget	Heads of departments review departmental budgets	Validated budgets	System must allow review and comment functionality		
Departments	Budget Monitoring	Monitor Department Expenditure	Track how much budget is used	Spending control	Real-time budget vs actual dashboard		
Departments	Budget Requests	Request Budget Reallocation	Request additional funds	Approved funding adjustments	Online budget change requests		
Departments	Performance Monitoring	Track Department Budget Performance	Compare planned vs actual spending	Improved financial discipline	System must generate department performance reports		

Management & Executive

Business Area	Business Function	Use Case	Use Case Description	Expected Outcome	System Requirement	Available (YES/NO)	Comments
Executive	Budget Oversight	Executive Budget Approval	Executive reviews and approves budgets	Authorized budget execution	Multi-level electronic approvals		

Executive	Decision Support	View Budget Dashboard	View summarized financial status	Informed strategic decisions	Management dashboards and KPIs		
Executive	Budget Control	Approve Budget Revisions	Approve budget reallocations	Controlled financial changes	Secured approval workflows		
Executive	Financial Governance	Monitor Budget Performance	Track organization-wide budget utilization	Improved financial governance	Consolidated budget performance reports		

Procurement

Business Area	Business Function	Use Case	Use Case Description	Expected Outcome	System Requirement	Available (YES/NO)	Comments
Procurement	Pre-Commitment Control	Check Budget Availability	Verify funds before procurement	No overspending	Real-time budget availability check		
Procurement	Commitment Recording	Record Purchase Commitments	Encumber funds for POs	Accurate committed balances	Automated encumbrance posting		
Procurement	Procurement Integration	Link Procurement to Budget	Sync PRs and POs with budgets	Integrated financial control	API integration with e-Procurement		
Procurement	Contract Budget Control	Control Contract Expenditure	Track contract spending vs budget	Prevent contract overrun	Contract-budget linkage control		

Payroll & Human Resources

Business Area	Business Function	Use Case	Use Case Description	Expected Outcome	System Requirement	Available (YES/NO)	Comments
HR & Payroll	Salary Budget Control	Track Salary Budget Utilization	Control HR cost against budget	Controlled payroll expenditure	Integration with Payroll System		
HR & Payroll	Allowance Budgeting	Budget for Allowances & Benefits	Forecast benefits costs	Accurate HR budget planning	Salary and allowance budget forecasting		
HR & Payroll	Staffing Cost Planning	Project Personnel Costs	Plan future recruitment costs	Sustainable HR budgeting	Workforce cost planning module		

Projects & Programs

Business Area	Business Function	Use Case	Use Case Description	Expected Outcome	System Requirement	Available (YES/NO)	Comments
Projects	Project Budget Creation	Create Project Budgets	Allocate budgets per project	Controlled project financing	Project-based budget module		
Projects	Donor Fund Management	Track Donor Project Funds	Track donor funds usage	Donor compliance achieved	Fund and grant tracking module		
Projects	Project Cost Monitoring	Monitor Project Expenditure	Track actual vs planned cost	Reduced project overruns	Project budget vs actual reports		
Projects	Project Closure	Close Project Budgets	Finalize closed projects	Accurate financial close-out	Controlled project budget closure		

Accounting & General Ledger (GL)

Business Area	Business Function	Use Case	Use Case Description	Expected Outcome	System Requirement	Available (YES/NO)	Comments
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Accounting	Actual Cost Posting	Post Actual Expenditure	Post actual spending from GL	Accurate financial reporting	Direct GL integration		
Accounting	Accrual Management	Record Accrued Expenses	Capture unpaid obligations	Correct financial statements	Accrual tracking functionality		
Accounting	Financial Reconciliation	Reconcile Budget vs Actual	Match budget with accounting data	Financial accuracy	Automated reconciliation tools		
Accounting	Chart of Accounts	Manage Chart of Accounts	Maintain standard account's structure	Consistent financial classification	Configurable Chart of Accounts		

Internal Audit & Compliance

Business Area	Business Function	Use Case	Use Case Description	Expected Outcome	System Requirement	Available (YES/NO)	Comments
Internal Audit	Audit Trail	Track Budget Changes	Review who changed what and when	Full accountability	System-generated audit logs		
Internal Audit	Compliance Monitoring	Detect Budget Violations	Identify over-expenditure	Regulatory compliance	Automated exception reporting		
Internal Audit	Read-only Access	Review Financial Records	Access without editing	Independent review	Role-based read-only audit access		
Internal Audit	Evidence Management	Retrieve Supporting Documents	Verify budget approvals	Verified compliance	Electronic document management		

ICT & System Administration

Business Area	Business Function	Use Case	Use Case Description	Expected Outcome	System Requirement	Available (YES/NO)	Comments
ICT	User Management	Create & Manage Users	Manage system users and roles	Secure system access	Role-based access control		
ICT	System Configuration	Financial Year Setup	Configure new budget years	Smooth annual transition	Financial period configuration		
ICT	Backup & Recovery	Backup Budget Data	Protect critical data	Business continuity	Automated backup and restore		
ICT	System Integration	Integrate with Other Systems	Share data with ERP, Payroll	Unified system operations	Secure APIs and integration support		
ICT	System Security	Enforce Security Controls	Protect sensitive financial data	Enhanced system security	Encryption, MFA, and access logs		

Reporting & Business Intelligence

Business Area	Business Function	Use Case	Use Case Description	Expected Outcome	System Requirement	Available (YES/NO)	Comments
Reporting	Financial Performance	Budget vs Actual Report	Compare planned vs spent amounts	Accurate performance monitoring	Automated budget vs actual report		
Reporting	Variance Analysis	Analyse Budget Variances	Identify overspending or savings	Improved financial control	Variance analytics engine		
Reporting	Management Review	Generate Management	Produce executive summaries	Data-driven decisions	Custom report builder		

		ent Reports					
Reporti ng	Export & Sharing	Export Reports	Share reports externally	Improved transparency	Export to PDF, Excel, CSV		
Reporti ng	Scheduled Reporting	Auto-Generate Reports	Scheduled monthly/quarterly reports	Timely reporting	Report scheduling functionality		

System Implementation, Integration, Training, and Support Services

Business Area	Business Function	Use Case	Use Case Description	Expected Outcome	System Requirement	Available (YES/NO)	Comments
System Integration	System Integration	Integrate Stationery Requisition Module	Integration of the new solution with the existing Warehouse Management System (ERP) Stationery Requisition Module	Seamless synchronization of requisitions and inventory data	Intergrade with Stationery Requisition Module of existing Warehouse Management System-ERP.		
System Integration	System Integration	Financial System Integration	Integrate the new solution with the existing financial system (Sage 300)	Accurate financial postings and real-time updates between systems	Integration with existing financial system (Sage 300)		
Training & Documentation	Training & Documentation	User Training & Manuals	Provide training for users and prepare user	Staff fully trained and able to use the system effectively	Training for staff and provision of user manuals		

			manuals and guides				
Implementation & Commissioning	Migration & Configuration	Data Migration & Configuration	Migration of legacy data and configuration of modules to align with business processes	Clean, validated data and fully configured system ready for testing	Data migration and configuration from existing systems.		
Implementation & Commissioning	Testing & Commissioning	System Testing	Conduct system testing, user acceptance testing (UAT), and commissioning	Confirmed system readiness and acceptance for deployment	Testing and commissioning, including acceptance testing		
Implementation & Commissioning	Go-Live Support	Deployment Support	Provide on-site/remote support during system go-live	Smooth transition to the new system with minimal disruption	Go-live support		
Post-Implementation Support & Maintenance (1 year)	Support & Maintenance	Helpdesk & Updates	Provide helpdesk support and perform periodic system updates and patches	Stable system performance and timely issue resolution	Helpdesk support, Software updates		

Form 4 The Schedule of Requirements and Pricing.

[1] Business Area	#	[2] Functional Requirement	[3] Quantity	[4] Price per Product	[5] Total Value of the Products Aggregate Score
Finance & Budget Office	1	System must allow creation of annual budgets per fiscal year	1		
Finance & Budget Office	2	System must support multi-year budgeting	1		
Finance & Budget Office	3	System must support CAPEX and OPEX budget categories	1		
Finance & Budget Office	4	Configurable budget templates per department	1		
Finance & Budget Office	5	System must maintain historical budget versions	1		
Finance & Budget Office	6	System must allow controlled virements with approval	1		
Finance & Budget Office	7	System must support supplementary budget workflows	1		
All Departments	8	System must allow departmental budget submissions	1		
All Departments	9	System must allow review and comment functionality	1		
All Departments	10	Real-time budget vs actual dashboard	1		
All Departments	11	Online budget change requests	1		
All Departments	12	System must generate department performance reports	1		
Management & Executive	13	Multi-level electronic approvals	1		
Management & Executive	14	Management dashboards and KPIs	1		
Management & Executive	15	Secured approval workflows	1		
Management & Executive	16	Consolidated budget performance reports	1		

Procurement	17	Real-time budget availability check	1		
Procurement	18	Automated encumbrance posting	1		
Procurement	19	API integration with e-Procurement	1		
Procurement	20	Contract-budget linkage control	1		
HR & Payroll	21	Integration with Payroll System	1		
HR & Payroll	22	Salary and allowance budget forecasting	1		
HR & Payroll	23	Workforce cost planning module	1		
Projects & Programs	24	Project-based budget module	1		
Projects & Programs	25	Fund and grant tracking module	1		
Projects & Programs	26	Project budget vs actual reports	1		
Projects & Programs	27	Controlled project budget closure	1		
Accounting & General Ledger	28	Direct GL integration	1		
Accounting & General Ledger	29	Accrual tracking functionality	1		
Accounting & General Ledger	30	Automated reconciliation tools	1		
Accounting & General Ledger	31	Configurable Chart of Accounts	1		
Internal Audit & Compliance	32	System-generated audit logs	1		
Internal Audit & Compliance	33	Automated exception reporting	1		
Internal Audit & Compliance	34	Role-based read-only audit access	1		
Internal Audit & Compliance	35	Electronic document management	1		
ICT & System Administration	36	Role-based access control	1		
ICT & System Administration	37	Financial period configuration	1		

ICT & System Administration	38	Automated backup and restore	1		
ICT & System Administration	39	Secure APIs and integration support	1		
ICT & System Administration	40	Encryption, MFA, and access logs	1		
Reporting & Business Intelligence	41	Automated budget vs actual report	1		
Reporting & Business Intelligence	42	Variance analytics engine	1		
Reporting & Business Intelligence	43	Custom report builder	1		
Reporting & Business Intelligence	44	Export to PDF, Excel, CSV	1		
Reporting & Business Intelligence	45	Report scheduling functionality	1		
System Integration	46	Intergrade with Stationery Requisition Module of existing Warehouse Management System- ERP.	1		
System Integration	47	Integration with existing financial system (Sage 300)	1		
Training & Documentation	48	Training for staff and provision of user manuals	1		
Implementation & Commissioning	49	Data migration and configuration from existing systems.	1		
Implementation & Commissioning	50	Testing and commissioning, Including acceptance testing	1		
Implementation & Commissioning	51	Go-live support	1		
Post-Implementation Support & Maintenance (1 year)	52	Helpdesk support, Software updates	1		
Total Value (without VAT)			1		
VAT (15%)			1		
Total Value +VAT			1		

Form 5 - Qualification Assessment Form .

Form 7- Qualification Assessment Form is intended to assist the Bidders to respond and Provide the information required under the Instructions to the Bidders clause 4.2(a) to 4.2 (f). The Bidders may have to indicate by referencing if the information required cannot be best presented by filling this form. Eg the Bidder may reference the information regarding the Financial Standing and attach such documents required to support the financial Standing.

I.T.B Requirement	Bidders Response
(a) copies of original documents defining the <u>constitution</u> or <u>legal status</u> , place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder	[Provide and reference the documentation required]
(b) <u>experience in Services of a similar nature and size for each of the last five years</u> , and details of Services underway or contractually committed; and name, addresses and telephone/mobile phones and email contacts of clients who may be contacted for further information on those contracts	[Provide or reference the information required]
(c) reports on the <u>financial standing of the Bidder, such as profit and loss statements and auditor’s reports for the past two years</u> , including stipulated requirements on the functional assessment criteria below.	[Provide and reference the documentation required]
(d) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources)	[Provide and reference the documentation required]
(e) authority to the Purchaser to seek references from the Bidder’s bankers	[Provide and reference the documentation required]
(f) information regarding any litigation , current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount	[Provide and reference the Documentation required]

Form 6 - Bid Securing Declaration Form.

[Use Bidder's Letterhead]

[Name of Bidder]

[Physical Address of Bidder]

Bid-Securing Declaration

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

Subject of procurement and Reference No.: *[insert Procurement Reference Number of bidding process]*

To: *[insert complete name of Procuring entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
2. I/We accept that we will automatically be debarred for three years by the Authority from being eligible for bidding in any contract with the Government of Lesotho, if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) have withdrawn our bid during the period of bid validity specified by us in the Bid Submission Sheet or
 - (b) having been notified of the acceptance of our bid by the Procuring entity during the period of bid validity fail or refuse to (i) sign the contract, (ii) fail or refuse to furnish the Performance Security in accordance with ITB Clause 43; or (iii) fail or refuse to accept the correction of our bid by the Procuring entity, pursuant to ITB Clause 31;
3. I/We understand this Bid Securing Declaration shall cease to be valid if I/we are not the successful Bidder, upon the earlier of (i) the expiry of the notice of best evaluated bidder or (ii) upon the expiration of the validity of my/our bid on the *[insert bid validity date]*,

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: *[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the bid securing declaration for and on behalf of: *[insert complete name of Bidder]*

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

Corporate Seal (where appropriate)

*Please delete as appropriate

Section VI- The General Conditions of Contract		
Clauses	Headings	Sections
1.1	Definitions	1.General Provisions
1.2	Applicable Law	
1.3	Language	
1.4	Notices	
1.5	Location	
1.6	Authorized Representatives	
1.7	Inspection and Audit by the Purchaser	
1.8	Taxes and Duties	
2.1	Effectiveness of the Contract	2. Commencement, Completion, Modification and Termination of Contract
2.2	Commencement of Services	
2.2.1	Program	
2.2.2	Starting Date	
2.3	Indented Completion Date	
2.4	Modification	
2.5	Force Majeure	
2.5.1	Definition of Force Majeure	
2.5.2	No Breach of Contract	
2.5.3	Extension of Time	
2.5.4	Payments	
2.6	Termination	
2.6.1	By the Purchaser	
2.6.2	By the Service Provider	
2.6.3	Payment Upon Termination	
3.1	General	3.Obligations of the Service Provider
3.2	Conflict of interest	
3.2.1	Service Provider not Benefiting from Commissions and Discounts	
3.2.2	Service Provider and affiliates not to be otherwise interested in the Project	
3.2.3	Prohibition of Conflicting Activities	
3.3	Confidentiality	
3.4	Insurance to be taken out by the Service Provider	
3.5	Service Providers' Actions Requiring Purchaser's Prior Approval	

3.6	Meetings and Reporting Obligations		
3.7	Documents Prepared by the Service Providers to Be the Property of the Purchaser		
3.8	Liquidated Damages		
3.8.1	Payments of Liquidated Damages		
3.8.2	Correction for Over-payment		
3.8.3	Lack of performance penalty		
3.8.4	Performance Security		
4.1	Description of Personnel		4. Service Provider's Personnel
4.2	Removal and/ or Replacement of Personnel		
4.3	Distinction of Personnel		
5.1	Assistance and Exemptions	5.Obligations of the Purchaser	
5.2	Change in the Applicable Law		
5.3	Services and Facilities		
6.1	Lump-Sum Remuneration	6.Payments to the Service Provider	
6.2	Contract Price		
6.3	Payments for additional Services		
6.4	Terms and Conditions of Payment		
6.5	Interest on Delayed Payments		
6.6	Price Adjustment		
6.7	Day Works		
7.1	Identifying the Defects	7. Quality Control	
7.2	Correction of Defects, and lack of Performance Penalty		
8.1	Amicable Settlements	8. Settlement of Disputes	
8.2	Dispute Settlement		

Section VI- Conditions of Contract.

Form 7- The General Conditions of the Contract- Lump Sum Contract

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

1. General Provisions

1.1 Definitions

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

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

in addition to payments for associated materials and administration.

- (g) **“Purchaser”** means the party who employs the Service Provider
- (h) **“Foreign Currency”** means any currency other than the currency of the country of the Purchaser;
- (i) **“GCC”** means these General Conditions of Contract;
- (j) **“Government”** means the Government of the Purchaser’s country;
- (k) **“Local Currency”** means the currency of the country of the Purchaser;
- (l) **“Member,”** in case the Service Provider consists of a joint venture of more than one entity, means any of these entities; **“Members”** means all these entities, and **“Member in Charge”** means the entity specified in the **Special Conditions of Contract** to act on their behalf in exercising all the Service Provider's rights and obligations towards the Purchaser under this Contract;
- (m) **“Party”** means the Purchaser or the Service Provider, as the case may be, and **“Parties”** means both of them;
- (n) **“Personnel”** means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (o) **“Service Provider”** is a person or corporate body whose Bid to provide the Services has been accepted by the Purchaser;
- (p) **“Service Provider’s Bid”** means the completed bidding document submitted by the Service Provider to the Purchaser
- (q) **“THE SPECIAL CONDITIONS OF THE CONTRACT”** means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (r) **“Specifications”** means the specifications of the services and the Products included in the bidding document developed by the Purchaser and complied or to be complied with by the Service Provider;

- (s) “**Services**” means the work to be performed by the Service Provider pursuant to this Contract, as described in the Technical Specifications including the Bidding Documents.
- (t) “**Subcontractor**” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

1.2 Applicable Law The Contract shall be interpreted in accordance with the laws of the Purchaser’s country, unless otherwise specified in the **Special Conditions of Contract**.

1.3 Language This Contract has been executed in the language specified in the **SPECIAL CONDITIONS OF THE CONTRACT**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SPECIAL CONDITIONS OF THE CONTRACT**.

1.5 Location The Services shall be performed at such locations as are specified in the **Technical Specifications**, in the specifications and where the location of a particular task is not so specified, such locations, whether in the Government’s country or elsewhere, shall be decided by the Purchaser.

1.6 Authorized Representatives Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Purchaser or the Service Provider may be taken or executed by the officials specified in the **SPECIAL CONDITIONS OF THE CONTRACT**.

1.7 Inspection and Audit by the Purchaser The Service Provider shall permit the Purchaser to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Purchaser if so required.

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 must be indicated and included in the Pricing Scheduled designed and approved by the Purchaser for the services required by the Purchaser. If the Services

Provider fails to indicate and include the Taxes, duties and fees in the Pricing Schedule, the Purchaser shall take it that those taxes, duties and fees are already included in the Pricing Schedule and the Service Provider shall not be permitted to include those taxes, duties and fees anywhere later on.

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 **SPECIAL CONDITIONS OF THE CONTRACT**.

2.2 Commencement of Services

2.2.1 Program

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

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 **SPECIAL CONDITIONS OF THE CONTRACT**.

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 **SPECIAL CONDITIONS OF THE CONTRACT**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date shall be the date of completion of all activities.

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 Purchaser, 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 already rendered but not yet paid and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Purchaser

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

- (a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing;
- (b) if the Service Provider becomes 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 not less than sixty (60) days; or

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

For the purpose of this clause:

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

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

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

**2.6.2 By the
Service
Provider**

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

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

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

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

3. Obligations of the Service Provider

3.1 General

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

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

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

3.2.2 Service Provider and Affiliates Not to be

The Service Providers agree that, during the term of this Contract and after its termination, the Service Providers and their affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the

Otherwise Interested in Project Services and any continuation thereof) for any project resulting from or closely related to the Services to the Purchaser.

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 Purchaser’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 Purchaser’s 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 <u>SPECIAL CONDITIONS OF THE CONTRACT</u> .
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3.3 Confidentiality The Service Providers, their Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Purchaser’s business or operations without the prior written consent of the Purchaser.

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

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

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

- (b) appointing such members of the Personnel not listed by name in in section 12.2.3 of the Instructions to the Bidders.
- (c) changing the Program of activities; and
- (d) any other action that may be specified in the **SPECIAL CONDITIONS OF THE CONTRACT**.

3.6 Meetings and Reporting Obligations

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

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

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

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

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

3.8.2 Correction for Over-payment

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

3.8.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Purchaser’s notice, a penalty for Lack of performance shall be paid by the Service Provider. The amount to be paid shall be calculated as a percentage of the cost of having the Defect corrected, assessed as described in clause 7.2.

3.9 Performance Security

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

4. Service Provider’s Personnel

4.1 Description of Personnel

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

4.2 Removal and/or Replacement of Personnel

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

4.3 Distinction of Personnel

- (a) The Service Provider shall if so required the Purchaser and indicated in the **SPECIAL CONDITIONS OF CONTRACT**, ensure that their staff

are clean and neatly dressed at all times. The Service Provider must provide its Personnel with uniforms bearing its logo.

- b) The Service Provider shall, if so required by the Purchaser and indicated in the **SPECIAL CONDITIONS OF CONTRACT**, ensure that all Personnel are free from infectious diseases. Medical examinations should be done quarterly by all staff at the expense of the Service Provider and such medical certificates must be submitted to the Purchaser thereafter to form part of the quarterly report.

5. Obligations of the Purchaser

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

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

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

6. Payments to the Service Provider

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

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

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

6.3 Payment for Additional Services

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

6.4 Terms and Conditions of Payment

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

6.5 Interest on Delayed Payments

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

6.6 Price Adjustment

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

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

Where:

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

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

Lmc is the index prevailing on the first day of the month of the corresponding invoice date and Loc is the index prevailing 28 days before Bid opening for labor; both in the specific currency “c”.

Imc is the index prevailing on 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 shall 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 Dayworks

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

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

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

7. Quality Control

7.1 Identifying Defects

The Purchaser shall check the Service Provider’s performance, discuss the deliverable as indicated in the **SPECIAL CONDITIONS OF CONTRACT** and notify him of any Defects that are found. Such checking shall not affect the Service Provider’s responsibilities. The Purchaser may instruct the Service Provider to search for a Defect

and to uncover and test any service that the Purchaser considers may have a Defect. The defect liability period is as defined in **SPECIAL CONDITIONS OF THE CONTRACT**.

7.2 Correction of Defects, and Lack of Performance Penalty

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

8. Settlement of Disputes

8.1 Amicable Settlement

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

8.2 Dispute Settlement

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

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

the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SPECIAL CONDITIONS OF THE CONTRACT.

8.2.3 Notwithstanding any reference to arbitration herein,

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

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

Form 8 The Special Conditions of the Contract

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

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

3.1 Reference to the Technical Specifications	The reference of the Technical Specifications is [insert the reference of the Technical Specifications] and is attached as such in this contract.
3.2.3 Prohibition of Conflicting Activities.	The Services that the Service Provider is prohibited from after the termination of the Contract are [insert the services]
3.4 The Insurances to be taken by the Service Provider.	The Insurance(s) that have to be taken by the Service Provider and its sub-contractors are [insert the insurance services]
3.5 (d) The Service Provider's Actions that require the Purchaser's prior approval.	Any other action that the Service Provider needs the Purchaser's approval are [insert the actions that need the approval of the Purchaser]
3.7 The documents prepared by the Service Provider that shall be the property of the Purchaser.	Restrictions about the future use of the copies of the documents kept, as copies, by the Service Provider are [insert the restrictions]
3.8.1 Payments of the liquidated damages.	<ul style="list-style-type: none"> (a) The daily rate of the liquidated damages are [insert the daily rates] (b) The amount that shall not be exceeded as the liquidated damage is [insert the amount]
4.3 Distinction of the Personnel	<ul style="list-style-type: none"> (a) Does the Service Provider have to provide its Employees with the uniform & logo? [insert the response] (b) Does the Service Provider has to ensure that the Employees are free from the infectious diseases? [insert the response]
5.1 Assistance and Exemptions	The assistance and exemptions that shall be provided by the Government are [Insert the assistance and exemptions]
6.2 (a) The Contract Price	<ul style="list-style-type: none"> (a) The payable price in local currency is [insert the payable price] (b) The payable price in the foreign currency is [insert the payable price]

6.4 The Terms and Conditions of the Contract

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

6.5 Interest on delayed payments

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

6.6 Price Adjustments

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

6.7 Day works

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

7.1 Quality Control, Identifying the defects

- (a) The Deliverables that the Service Provider must deliver on are [inserts the response]
- (b) The defects liability period is [insert the defects liability period]

8.2.2 Dispute Settlement

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

Section VII- The Contract Forms.

These forms shall be filled after the Purchaser has appointed the Bidder after the notification of the award of the contract the Bidder appointed by the Purchaser. **THESE FORMS MUST NOT BE FILLED ON SUBMISSION OF THE BIDS BY THE BIDDER(S).**

CF 1 The Award Notification.

[date]

To: [name and address of the Service provider]

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

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

Please return the attached Contract dully signed and initialed

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract

CF 2 The Form of Contract.

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

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

For and on behalf of National Drug Service Organisation

General Manager

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

[Authorized Representative]

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

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

