

**OFFICE OF THE AUDITOR-GENERAL**

**BIDDING DOCUMENTS FOR TENDER NO:**

**AUD-GOODS/1-2024/25**

**tender for SUPPLY AND DELIVERY OF TEN (10) LAPTOPS FOR THE OFFICE OF THE AUDITOR-GENERAL (OAG)**

**01 OCTOBER 2024**

**Table of Contents**

PART 1 – Bidding Procedures 1

Section I. Instructions to Bidders 1

Section II. Bid Data Sheet (BDS) 27

Section III. Evaluation and Qualification Criteria 35

Section IV. Bidding Forms 39

PART 2 - Supply Requirements 53

Section V. Schedule of Requirements 55

PART 3 - Contract Forms 63

Section VI. General Conditions of Contract 65

Section VII. Special Conditions of Contract 86

Section VIII. Contract Agreement 90

# PART 1 – Bidding Procedures

|  |
| --- |
| Section I. Instructions to Bidders |

**Table of Clauses**

A. General 3

1. Scope of Bid 3

2. Corrupt and Fraudulent Practices 3

3. Eligible Bidders 3

4. Eligible Goods and Related Services 6

B. Contents of Bidding Document 7

5. Sections of Bidding Document 7

6. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting 7

7. Amendment of Bidding Document 8

C. Preparation of Bids 8

8. Cost of Bidding 8

9. Language of Bid 8

10. Documents Comprising the Bid 8

11. Bid Submission Form and Price Schedules 9

12. Alternative Bids 9

13. Bid Prices and Discounts 10

14. Currencies of Bid and Payment 12

15. Documents Establishing the Eligibility and Conformity of the Goods and Related Services 12

16. Documents Establishing the Eligibility and Qualifications of the Bidder 13

17. Period of Validity of Bids 13

18. Bid Security 14

19. Format and Signing of Bid 15

D. Submission and Opening of Bids 16

20. Sealing and Marking of Bids 16

21. Deadline for Submission of Bids 16

22. Late Bids 17

23. Withdrawal, Substitution, and Modification of Bids 17

24. Bid Opening 17

E. Evaluation and Comparison of Bids 18

25. Confidentiality 18

26. Clarification of Bids 19

27. Deviations, Reservations, and Omissions 19

28. Determination of Responsiveness 19

29. Nonconformities, Errors and Omissions 20

30. Correction of Arithmetical Errors 20

31. Conversion to Single Currency 21

32. Margin of Preference 21

33. Evaluation of Bids 21

34. Comparison of Bids 23

35. Qualification of the Bidder 23

36. OAG’s Right to Accept Any Bid, and to Reject Any or All Bids 23

F. Award of Contract 24

37. Award Criteria 24

38. OAG’s Right to Vary Quantities at Time of Award 24

39. Notification of Award 24

40. Signing of Contract 24

41. Performance Security 25

|  |  |
| --- | --- |
| **Section I. Instructions to Bidders** | |
|  | 1. General |
| 1. Scope of Bid | * 1. In connection with the Invitation for Bids, **specified in the Bid Data Sheet (BDS),** the OAG issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Tendering procurement are **specified in the BDS.**   2. Throughout these Bidding Documents:  the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt.if the context so requires, “singular” means “plural” and vice versa; and“day” means calendar day“Eligible country” means a country not under trade restrictions of the World Trade Organization or the United Nations Agency on trade.that is not under any trade restriction according to any United Nations Agency“OAG” means the Office of the Auditor-General, who is the Purchaser |
| 2. Corrupt and Fraudulent Practices | 2.1 The OAG requires compliance with policies regarding corrupt and fraudulent practices as set forth in relevant Lesotho policies.  2.2 In further pursuance of this policies, Bidders shall permit and shall cause its agents (where declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit OAG to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the OAG. |
|  |  |
| 3. Eligible Bidders | * 1. A Bidder may be a firm that is a private entity, a government-owned entity—subject to ITB 3.2—or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. **Unless specified in the BDS**, there is no limit on the number of members in a JV.   2. Bidders that are Government-owned enterprises or institutions in Lesotho may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Government of Lesotho.   3. A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:  directly or indirectly controls, is controlled by or is under common control with another Bidder; orreceives or has received any direct or indirect subsidy from another Bidder; orhas the same legal representative as another Bidder; orhas a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the OAG regarding this bidding process; orparticipates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid: orany of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; orany of its affiliates has been hired (or is proposed to be hired) by OAG for the Contract implementation; orwould be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; orhas a close business or family relationship with a professional staff of the OAG who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the OAG throughout the procurement process and execution of the contract  * 1. A Bidder may have the nationality of any eligible country. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.   2. A Bidder shall not be under suspension from bidding by the OAG as the result of the operation of a Bid–Securing Declaration.   3. A Bidder shall provide such evidence of eligibility satisfactory to the OAG, as the OAG shall reasonably request. |
| 4. Eligible Goods and Related Services | * 1. All the Goods and Related Services to be supplied under the Contract and financed by the OAG may have their origin in any eligible country.   2. For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.   3. The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
|  | B. Contents of Bidding Document |
| 5. Sections of Bidding Document | * 1. The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 7.   **PART 1 Bidding Procedures**   * Section I. Instructions to Bidders (ITB) * Section II. Bidding Data Sheet (BDS) * Section III. Evaluation and Qualification Criteria * Section IV. Bidding Forms |
|  | **PART 2 Supply Requirements**   * Section V. Schedule of Requirements   **PART 3 Contract**   * Section VI. General Conditions of Contract (GCC) * Section VII. Special Conditions of Contract (SCC) * Section VIII. Contract Forms |
|  | * 1. The Invitation for Bids issued by the OAG is not part of the Bidding Document.   2. Unless obtained directly from the OAG, the OAG is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 7. In case of any contradiction, documents obtained directly from the OAG shall prevail.   3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| 6. Clarification of Bidding Documents | * 1. A Bidder requiring any clarification of the Bidding Document shall contact the OAG in writing at the OAG’s address **specified in the** **BDS**. The OAG will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period **specified in the BDS.** The OAG shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 5.3, including a description of the inquiry but without identifying its source. If so, **specified in the BDS**, the OAG shall also promptly publish its response at the web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Documents, the OAG shall amend the Bidding Documents following the procedure under ITB 7 and ITB 21.2. |
| 7. Amendment of Bidding Document | * 1. At any time prior to the deadline for submission of bids, the OAG may amend the Bidding Documents by issuing addenda.   2. Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the OAG in accordance with ITB 5.3. The OAG shall also promptly publish the addendum on the OAG’s web page in accordance with ITB 6.1.   3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the OAG may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 20.2. |
|  | C. Preparation of Bids |
| 8. Cost of Bidding | * 1. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the OAG shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| 9. Language of Bid | * 1. The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the OAG, shall be written in the language **specified in the BDS.** Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the** **BDS,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| 10. Documents Comprising the Bid | * 1. The Bid shall comprise the following:  Bid Submission Form in accordance with ITB 11.  * + 1. Completed price schedules, in accordance with ITB 11 and 13  Bid Security or Bid-Securing Declaration, if so required, in accordance with ITB 18.1.alternative bids, if permissible, in accordance with ITB 12.written confirmation authorizing the signatory of the Bid to commit the Bidder, if so required, in accordance with ITB 19.2.documentary evidence in accordance with ITB 16 establishing the Bidder’s qualifications to perform the contract if its bid is accepted.documentary evidence in accordance with ITB 16 establishing the Bidder’s eligibility to bid.documentary evidence in accordance with ITB 15, that the Goods and Related Services to be supplied by the Bidder are of eligible origin.documentary evidence in accordance with ITB 15 and 30, that the Goods and Related Services conform to the Bidding Documents.any other document **required in the BDS.** 10.2 In addition to the requirements under ITB 10.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.  10.3 The Bidder shall furnish in the Bid Submission Form information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| 11. Bid Submission Form and Price Schedules | * 1. The Bid Submission Form and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 19.2. All OAG spaces shall be filled in with the information requested. |
| 12. Alternative Bids | * 1. Unless otherwise **specified in the** **BDS,** alternative bids shall not be considered. |
| 13. Bid Prices and Discounts | * 1. The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.   2. All lots (contracts) and items must be listed and priced separately in the Price Schedules.   3. The price to be quoted in the Bid Submission Form in accordance with ITB 11.1 shall be the total price of the bid, excluding any discounts offered.   4. The Bidder shall quote any discounts and indicate the methodology for their application in the Bid Submission Form, in accordance with ITB 11.1.   5. Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to variation on any account, **unless otherwise specified in the BDS** A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 28. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.   6. If so, specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise **specified in the BDS,** prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 13.4 provided the bids for all lots (contracts) are opened at the same time.   7. The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, **as specified in the** **BDS.**   8. Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of bids by the OAG. This shall not in any way limit the OAG’s right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible country. Prices shall be entered in the following manner:  For Goods manufactured in Lesotho: (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods.  (ii) the price for inland transportation, insurance, and other local services required to convey the Goods to their destination (Project Site) **specified in the** **BDS.**   1. For Goods manufactured outside Lesotho, to be imported: 2. the price of the Goods, quoted CIP named place of destination, in Lesotho, as **specified in the** **BDS.** 3. the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their destination **specified in the** **BDS.** 4. For Goods manufactured outside Lesotho, already imported: 5. the price of the Goods, including the original import value of the Goods; plus, any mark-up (or rebate); plus, any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported. 6. the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported. 7. the price of the Goods, obtained as the difference between (i) and (ii) above. 8. any Lesotho sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and 9. the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their destination **specified in the** **BDS.** 10. for Related Services, other than inland transportation and other services required to convey the Goods to their destination, whenever such Related Services are specified in the Schedule of Requirements:     1. the price of each item comprising the Related Services (inclusive of any applicable taxes). |
| 14. Currencies of Bid and Payment | * 1. The currency(ies) of the bid and the currency(ies) of payments shall be as specified in the BDS*.*The Bidder shall quote in the currency of Lesotho, unless otherwise **specified in the BDS.** |
| 15. Documents Establishing the Eligibility and Conformity of the Goods and Related Services | * 1. To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country-of-origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.   2. To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.   3. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section V, Schedule of Requirements.   4. The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the** **BDS** following commencement of the use of the goods by the OAG.   5. Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the OAG in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, if it demonstrates, to the OAG’s satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section V, Schedule of Requirements. |
| 16. Documents Establishing the Eligibility and Qualifications of the Bidder | * 1. To establish Bidder’s their eligibility in accordance with ITB 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.   2. The documentary evidence of the Bidder’s qualifications to perform the contract if its bid is accepted shall establish to the OAG’s satisfaction:   3. that, if **required in the** **BDS,** a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer’s Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods to OAG.   4. that, if **required in the** **BDS,** in case of a Bidder not doing business within Lesotho, the Bidder is or will be (if awarded the contract) represented by an Agent in Lesotho equipped and able to carry out the Supplier’s maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and   5. that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria. |
| 17. Period of Validity of Bids | * 1. Bids shall remain valid for the period **specified in the** **BDS** after the bid submission deadline date prescribed by the OAG in accordance with ITB 21.1. A bid valid for a shorter period shall be rejected by the OAG as nonresponsive.   2. In exceptional circumstances, prior to the expiration of the bid validity period, the OAG may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 18, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 17.3.   3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:      1. In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the** **BDS**.      2. In the case of adjustable price contracts, no adjustment shall be made.      3. In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above. |
| 18. Bid Security | * 1. The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security, as **specified in the** **BDS,** in original form and, in the case of a bid, security**, i**n the amount and currency **specified in the BDS.**   2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.   3. If a bid security is specified pursuant to ITB 18.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder’s option:  an unconditional guarantee issued by Bank or financial institution (such as an insurance, bonding or surety company).an irrevocable letter of credit.a cashier’s or certified check; oranother security **specified in the BDS**, from a reputable source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside Lesotho, the issuing financial institution shall have a correspondent financial institution located in Lesotho to make it enforceable. In the case of Bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the OAG prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.   * 1. If a Bid Security is specified pursuant to ITB 18.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the OAG as non-responsive.   2. If a Bid Security is specified pursuant to ITB 18.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s signing the contract and furnishing the Performance Security pursuant to ITB 41.   3. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.   4. The Bid Security may be forfeited, or the Bid Securing Declaration executed:  if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, or any extension thereto provided by the Bidder; orif the successful Bidder fails to:sign the Contract in accordance with ITB41; orfurnish performance security in accordance with ITB 42.  * 1. The bid security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 10.2.   2. If a bid security is not required in the BDS, pursuant to ITB 18.1, and   3. if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, or   4. if the successful Bidder fails to: sign the Contract in accordance with ITB 40; or furnish a performance security in accordance with ITB 41.   the OAG may, **if provided for in the BDS**, declare the Bidder ineligible to be awarded a contract for a period of time **as stated in the BDS**. |
| 19. Format and Signing of Bid | * 1. The Bidder shall prepare one original of the documents comprising the bid as described in ITB 10 and clearly mark it “Original.” Alternative bids, if permitted in accordance with ITB 12, shall be clearly marked “Alternative.” In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark them “Copy.” In the event of any discrepancy between the original and the copies, the original shall prevail.   2. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initiated by the person signing the bid.   3. In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.   4. Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid. |
|  | D. Submission and Opening of Bids |
| 20. Sealing and Marking of Bids | * 1. The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 12, in separate sealed envelopes, duly marking the envelopes as “Original”, “Alternative” and “Copy.” These envelopes containing the original and the copies shall then be enclosed in one single envelope.   2. The inner and outer envelopes shall:  bear the name and address of the Bidder.be addressed to the OAG in accordance with ITB 23.1.bear the specific identification of this bidding process indicated in ITB 1.1**;** andbear a warning not to open before the time and date for bid opening.  * 1. If all envelopes are not sealed and marked as required, the OAG will assume no responsibility for the misplacement or premature opening of the bid. |
| 21. Deadline for Submission of Bids | * 1. Bids must be received by the OAG at the address and no later than the date and time **specified** **in the** **BDS.** When so specified in the BDS, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS.   2. The OAG may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the OAG and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| 22. Late Bids | * 1. The OAG shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 21. Any bid received by the OAG after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder. |
| 23. Withdrawal, Substitution, and Modification of Bids | * 1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 19.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:  1. prepared and submitted in accordance with ITB 19 and 20 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” or “Modification;” and 2. received by the OAG prior to the deadline prescribed for submission of bids, in accordance with ITB 21.    1. Bids requested to be withdrawn in accordance with ITB 23.1 shall be returned unopened to the Bidders.    2. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof. |
| 24. Bid Opening | * 1. Except as in the cases specified in ITB 22 and 23, the OAG shall publicly open and read out in accordance with ITB 24.3 all bids received by the deadline at the date, time and place **specified in the** **BDS** in the presence of Bidders’ designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 21.1, shall be as **specified in the** **BDS.**   2. First, envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding bid shall not be opened but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “Modification” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only bids that are opened and read out at Bid opening shall be considered further.   3. All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a Bid Security, if required; and any other details as the OAG may consider appropriate. Only discounts and alternative bids read out at Bid opening shall be considered for evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the OAG attending bid opening in the manner **specified in the** **BDS.** The OAG shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 24.1).   4. The OAG shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts, and alternative bids; and the presence or absence of a Bid Security, if one was required. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders. |
|  | E. Evaluation and Comparison of Bids |
| 25. Confidentiality | * 1. Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communication to all Bidders in accordance with ITB 39.   2. Any effort by a Bidder to influence the OAG in the evaluation or contract award decisions may result in the rejection of its Bid.   3. Notwithstanding ITB 25.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the OAG on any matter related to the bidding process, it should do so in writing. |
| 26. Clarification of Bids | * 1. To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the OAG may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the OAG shall not be considered. The OAG’s request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the OAG in the Evaluation of the bids, in accordance with ITB 30.   2. If a Bidder does not provide clarifications of its bid by the date and time set in the OAG ’s request for clarification, its bid may be rejected. |
| 27. Deviations, Reservations, and Omissions | * 1. During the evaluation of bids, the following definitions apply:  1. “Deviation” is a departure from the requirements specified in the Bidding Documents. 2. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and 3. “Omission” is the failure to submit part, or all of the information or documentation required in the Bidding Documents |
| 28. Determination of Responsiveness | * 1. The OAG’s determination of a bid’s responsiveness is to be based on the contents of the bid itself, as defined in ITB 10.   2. A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:  if accepted, wouldaffect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; orlimit in any substantial way, inconsistent with the Bidding Documents, the OAG’s rights or the Bidder’s obligations under the Contract; orif rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.  * 1. The OAG shall examine the technical aspects of the bid submitted in accordance with ITB 15 and ITB 16 to confirm that all requirements of Section V, Schedule of Requirements have been met without any material deviation or reservation, or omission.   2. If a bid is not substantially responsive to the requirements of Bidding Documents, it shall be rejected by the OAG and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. |
| 29. Nonconformi­ties, Errors and Omissions | * 1. Provided that a Bid is substantially responsive, the OAG may waive any nonconformities in the Bid.   2. Provided that a bid is substantially responsive, the OAG may request that the Bidder submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.   3. Provided that a bid is substantially responsive, the OAG shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. |
| 30. Correction of Arithmetical Errors | * 1. Provided that the Bid is substantially responsive, the OAG shall correct arithmetical errors on the following basis:  if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the OAG there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; andif there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.  * 1. Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 30.1, shall result in the rejection of the Bid. |
| 31. Conversion to Single Currency | * 1. For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as **specified in the** **BDS.** |
| 32. Margin of Preference | * 1. **Unless otherwise specified in the** **BDS,** a margin of preference shall not apply. |
| 33. Evaluation of Bids | 33.1 The OAG shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.  33.2 To evaluate a Bid, the OAG shall consider the following: evaluation will be done for Items or Lots (contracts), as **specified in the** **BDS;** andthe Bid Price as quoted in accordance with clause 13.price adjustment for correction of arithmetic errors in accordance with ITB 30.1.price adjustment due to discounts offered in accordance with ITB 13.3.converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 31.price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 29.3.the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.  * 1. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in bid evaluation.   2. If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Bid Submission Form, is specified in Section III, Evaluation and Qualification Criteria   3. The OAG’s evaluation of a bid will exclude and not consider:  in the case of Goods manufactured in the Lesotho, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder.in the case of Goods manufactured outside Lesotho, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;any allowance for price adjustment during the period of execution of the contract, if provided in the bid.  * 1. The OAG’s evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 13. These factors may be related to the characteristics, performance, and terms and conditions of OAG of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 33.2 (f). |
| 34. Comparison of Bids | * 1. The OAG shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 33.2 to determine the lowest evaluated bid. The comparison shall be based on CIP (place of destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within Lesotho, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not consider custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods. |
| 35. Qualification of the Bidder | * 1. The OAG shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.   2. The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 15.   3. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the OAG shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder’s qualifications to perform satisfactorily. |
| 36. OAG’s Right to Accept Any Bid, and to Reject Any or All Bids | * 1. The OAG reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to the contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
|  | F. Award of Contract |
| 37. Award Criteria | * 1. Subject to ITB 36.1, the OAG shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| 38. OAG’s Right to Vary Quantities at Time of Award | * 1. At the time the Contract is awarded, the OAG reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS,** and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| 39. Notification of Award | * 1. Prior to the expiration of the period of bid validity, the OAG shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the OAG will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”). At the same time, the OAG shall also notify all other Bidders of the results of the bidding identifying the bid and lot (contract) numbers and the following information:   (i) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.   * 1. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.   2. The OAG shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 39.1, requests in writing the grounds on which its bid was not selected. |
| 40. Signing of Contract | * 1. Promptly after notification, the OAG shall send the successful Bidder the Contract Agreement.   2. Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the OAG.   3. Notwithstanding ITB 40.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the OAG, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the OAG. |
| 41. Performance Security | * 1. Within twenty-eight (28) days of the receipt of notification of award from the OAG, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, subject to ITB 33.5, using for that purpose the Performance Security Form included in Section VIII, Contract Forms, or another Form acceptable to the OAG. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the OAG.   2. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the OAG may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the OAG to be qualified to perform the Contract satisfactorily. |

|  |  |
| --- | --- |
| Section II. Bid Data Sheet (BDS)  The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB. | |
| **ITB Clause Reference** | **A. General** |
| **ITB 1.1** | The tender number of the Invitation for Bids is **AUD-GOODS/1-2024/25** |
| **ITB 1.1** | The name of the NCB is: **Supply and delivery of ten (10) laptops for the Office of the Auditor-General** |
| **ITB 3.1** | Maximum number of members in the JV shall be **N/A** |
|  | **B. Contents of Bidding Documents** |
| **ITB 6.1** | For **Clarification of bid purposes** only, the OAG’s address is:  Attention: **The Procurement Manager**  **4th Floor Finance House**  **Government Offices Complex**  **Maseru, Lesotho**  Electronic mail address: [**puleng.tiheli@auditorgeneral.org.ls**](mailto:puleng.tiheli@auditorgeneral.org.ls) **and** [**lehloka.hlalele@auditorgeneral.org.ls**](mailto:lehloka.hlalele@auditorgeneral.org.ls)  Requests for clarification should be received by the Employer no later than: 14 days prior to the deadline for submission of bids. |
| **ITB 6.1** | Web page: ***n/a*** |
|  | **C. Preparation of Bids** |
| **ITB 9.1** | The language of the bid is: **English**  All correspondence exchange shall be in **English** language.  Language for translation of supporting documents and printed literature is **English**. |
| **ITB 10.1 (j)** | The Bidder shall submit the following additional documents in its bid: For bidders registered in Lesotho:  **Valid trader’s license**  **Valid Tax certificate** |
| **ITB 12.1** | Alternative Bids ***shall not be*** considered. |
| **ITB 13.5** | The prices quoted by the Bidder **shall not** be subject to adjustment during the performance of the Contract. |
| **ITB 13.6** | Prices quoted for contract shall correspond at least **to 100%**percent of the items specified for contract.  Prices quoted for each item of a contract shall correspond at least to **100%** percent of the quantities specified for this item of a contract. |
| **ITB 13.7** | The Incoterms edition is: **2020.** |
| **ITB 13.8 (b) (i) and (c) (v)** | Place of Destination:  **CIP**  **Office of the Auditor General**  **Finance Building**  **4th Floor**  **Private Bag 502**  **Maseru 100**  **Lesotho** |
| **ITB 14.1** | The prices shall be quoted by the bidder in **Maloti**. |
| **ITB 15.4** | Period the Goods are expected to be functioning (for the purpose of spare parts): **two years** |
| **ITB 16.2 (a)** | Manufacturer’s authorization is **required** |
| **ITB 16.2 (b)** | After sales service is **required** |
| **ITB 17.1** | The bid validity period shall be **90** days. |
| **ITB 17.3 (a)** | The bid price shall be adjusted by the following factor(s): **N/A** |
| **ITB 18.1** | A *Bid Security* ***shall not be*** required.  A Bid-Securing Declaration ***shall be*** required.  If a bid security shall be required, the amount and currency of the bid security shall be **n/a** |
| **ITB 18.3 (d)** | Other types of acceptable securities:    ***None*** |
| **ITB 18.9** | If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the OAG will declare the Bidder ineligible to be awarded contracts by the OAG for a period of **Two years**. |
| **ITB 19.1** | In addition to the original of the bid, the number of copies is**: One** |
| **ITB 19.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**: Power of Attorney** |
|  | **D. Submission and Opening of Bids** |
| **ITB 21.1** | For **bid submission purposes** only, the OAG’s address is:  **Tender box situated at**  **Office of the Auditor-General**  **4th Floor, Finance House**  City: **Maseru**, **Lesotho**    The deadline for bid submission is:  Date: **25th October 2024**  Time: **10:00 a.m.**  Bidders **shall not** have the option of submitting their bids electronically. |
| **ITB 24.1** | The bid opening shall take place at:  **Office of the Auditor General Boardroom (4040)**  **4th Floor Finance House**  **Government Offices Complex**  **Maseru, Lesotho**  Date: **25th October 2024**  Time: **10.30am local time** |
| **ITB 24.3** | Bid Submission Form and Price Schedules shallbe initialed by **Two** representatives of the OAG conducting Bid opening*.*  **Each Bid shall be initialed by representatives of the OAG and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Employer*.*** |
| **E. Evaluation and Comparison of Bids** | |
| **ITB 31.1** | The currency that shall be used for bid evaluation and comparison purposes is **Maloti** |
| **ITB 32.1** | A margin of domestic preference **shall not** apply. |
| **ITB 33.2(a)** | Evaluation will be done for the whole contract not on item by item. |
| **ITB 33.6** | The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:   1. Deviation in Delivery schedule: **Yes.**   For evaluation purposes only, the bid price of bids offering deliveries later than the Delivery Date specified in Section VI, Delivery Schedule will be loaded with an adjustment of 0.5% of the bid price per week of delay.   1. Deviation in payment schedule: **No** 2. The cost of major replacement components, mandatory spare parts, and service: **Yes**   A list of high-usage components and spare parts likely to be required during the initial period of operation specified in the BDS Sub-Clause 18.3 is provided in the List of Goods. The Client has provided estimated quantities and Bidders are required to insert the current prices and to add other items as necessary. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price, for evaluation purposes only.   1. the availability in the Lesotho of spare parts and after-sales services for the equipment offered in the bid: **No**   **The availability of spare parts and after-sales service for the equipment offered in the bid is required for a period of five years.** **Bidders must themselves or through their agents provide a written commitment to provide after-sales service in the country of the OAG for the products to be supplied. In the absence of a written commitment their bid will be considered nonresponsive and will be rejected**   1. the projected operating and maintenance costs during the life of the equipment: *No* 2. the performance and productivity of the equipment offered; ***No*** |
|  | **F. Award of Contract** |
| **ITB 38.1** | The maximum number by which quantities may be increased is three units  The maximum number by which quantities may be decreased is one unit |

Section III. Evaluation and Qualification Criteria

This Section contains all the criteria that the OAG shall use to evaluate a bid and qualify the Bidders. in accordance with ITB 33 and ITB 35, no other factors, methods or criteria shall be used.

**Contents**

[2. Evaluation (ITB 33) 38](#_Toc178752805)

[3. Qualification (ITB 35) 38](#_Toc178752806)

2. Evaluation (ITB 33)

**2.1. Evaluation Criteria (ITB 33.6)**

The OAG’s evaluation of a bid may consider, in addition to the Bid Price quoted in accordance with ITB Clause 13.8, one or more of the following factors as specified in ITB 33.2(f) and in BDS referring to ITB 33.6**,** usingthe following criteria and methodologies.

(a) Delivery schedule. (as per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as nonresponsive. Within this acceptable period, an adjustment, as specified in BDS 33.6, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the “Earliest Delivery Date” specified in Section VII, Schedule of Requirements.*

(b) Deviation in payment schedule: *N/A.*

(c) Cost of major replacement components, mandatory spare parts, and service.

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS 15.4, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

As indicated in BDS Sub-Clause 33.6 (d), bidders must themselves or through their agents provide a written commitment to provide after sales service in the country of the OAG for the products to be supplied. In the absence of a written commitment their bid will be considered nonresponsive and will be rejected.

(e) Projected operating and maintenance costs. **N/A**

(f) Performance and productivity of the equipment. **N/A**

(g) Specific additional criteria **N/A**

**2.2. Contract Award (ITB 37.1)**

The OAG shall award contracts to the Bidder that offers the lowest evaluated bid and meets the post-qualification criteria (this Section III, Sub-Section ITB 35.1 Post-Qualification Requirements)

3. Qualification (ITB 35)

**3.1 Post qualification Requirements (ITB 35.1)**

After determining the lowest-evaluated bid in accordance with ITB 34.1, the OAG shall carry out the post qualification of the Bidder in accordance with ITB 35, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder’s qualifications.

(a) If Bidder is Manufacturer:

**Financial Capability**

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

* + - 1. Copies of their audited accounts for their past three financial years
      2. Access of credit facilities of a minimum of 30% of the Bid Price

(iii) Average Annual turnover for the last three years equal to at least the value of the Bid amount tendered for.

**Experience and Technical Capacity**

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

* + 1. Business experience of not less than three years in **Supply of similar electronic equipment**
    2. Experience in supplying similar items in at least Two (2) contracts within the last three (3) years with a value of at least that of the bid amount. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section IV, Bidding Forms. Evidence may be in the form of a statement from the OAG/customer or a copy of a signed delivery note. The contracts should have been successfully and substantially completed.;
    3. Documentary evidence that after sales service and support will be available for all items offered.

(iii) Documentary Evidence

The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement:

1. Product catalogues and technical data.

(b) If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least Two (2) contracts within the last three (3) years, with a value of at least that of the bid amount

|  |
| --- |
| Section IV. Bidding Forms |

**Table of Forms**

Bid Submission Form 42

Bidder Information Form 45

Bidder’s JV Members Information Form 46

Price Schedule: Goods Manufactured Outside Lesotho, to be Imported 48

Price Schedule: Goods Manufactured Outside Lesotho, already imported\* 49

Price Schedule: Goods Manufactured in the Lesotho 50

Price and Completion Schedule - Related Services 51

Manufacturer’s Authorization 54

Bid Submission Form

|  |
| --- |
| *The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder’s complete name and address.*  ***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.*** |

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

Invitation for Bids (IFB) Name.: **[*insert name of bidding process*]**

Invitation for Bid No.: **[insert identification number]**

To: Office of the Auditor-General

4th Floor Finance House

Government Offices Complex

Maseru, Lesotho

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 7) ;
2. We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
3. We have not been suspended nor declared ineligible by the OAG based on execution of a Bid Securing Declaration in the Lesotho in accordance with ITB 3.6
4. We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: **[*insert a brief description of the Goods and Related Services*]**;
5. The total price of our Bid, excluding any discounts offered in item (f) below is:

Total price of the Bid **[insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies];**

1. The discounts offered and the methodology for their application are:

(i) The discounts offered are: **[Specify in detail each discount offered.**]

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:[**Specify in detail the method that shall be used to apply the discounts**];

1. Our bid shall be valid for a period of **[*specify the number of calendar days*]** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
2. If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
3. Weare not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 3.2(e), other than alternative bids submitted in accordance with ITB 12;
4. We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procurement Policy and Advisory Department (PPAD). Further, we are not ineligible under the Lesotho laws or official regulations or pursuant to a decision of the courts of law in Lesotho;
5. We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 3.5;[[1]](#footnote-1)
6. We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: **[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]**

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Recipient | Address | Reason | Amount |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

(If none has been paid or is to be paid, indicate “none.”)

1. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
2. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
3. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

Name of the Bidder**\*** **[insert complete name of Supplier submitting the Bid]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder**\*\* [insert complete name of person duly authorized to sign the Bid]**

Title of the person signing the Bid **[insert complete title of the person signing the Bid]**

Signature of the person named above [**insert signature of person whose name and capacity are shown above**]

Date signed \_ **[insert date of signing]** day of **[insert month]**, **[insert year]**

**\***: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

Bidder Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

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

IFB No.: *[insert number of bidding process]*

Page \_\_\_\_\_\_\_\_ of\_ \_\_\_\_\_\_ pages

|  |
| --- |
| 1. Bidder’s Name [*insert Bidder’s legal name]* |
| 2. In case of JV, legal name of each member: *[insert legal name of each member in JV]* |
| 3. Bidder’s actual or intended country of registration: *[insert actual or intended country of registration]* |
| 4. Bidder’s year of registration: *[insert Bidder’s year of registration]* |
| 5. Bidder’s Address in country of registration: *[insert Bidder’s legal address in country of registration]* |
| 6. Bidder’s Authorized Representative Information  Name: *[insert Authorized Representative’s name]*  Address: *[insert Authorized Representative’s Address]*  Telephone/Fax numbers: *[insert Authorized Representative’s telephone/fax numbers]*  Email Address: *[insert Authorized Representative’s email address]* |
| 7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*  🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 3.3.  🞎 In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.1.  🞎 In case of Government-owned enterprise or institution, in accordance with ITB 3.5 documents establishing:   * Legal and financial autonomy * Operation under commercial law * Establishing that the Bidder is not dependent agency of the OAG   2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

Bidder’s JV Members Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].*

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

IFB No.: *[insert number of bidding process]*

Page \_\_\_\_\_\_\_\_ of\_ \_\_\_\_\_\_ pages

|  |
| --- |
| 1. Bidder’s Name: *[insert Bidder’s legal name]* |
| 2. Bidder’s JV Member’s name: *[insert JV’s Member legal name]* |
| 3. Bidder’s JV Member’s country of registration: *[insert JV’s Member country of registration]* |
| 4. Bidder’s JV Member’s year of registration: *[insert JV’s Member year of registration]* |
| 5. Bidder’s JV Member’s legal address in country of registration: *[insert JV’s Member legal address in country of registration]* |
| 6. Bidder’s JV Member’s authorized representative information  Name: *[insert name of JV’s Member authorized representative]*  Address: *[insert address of JV’s Member authorized representative]*  Telephone/Fax numbers: *[insert telephone/fax numbers of JV’s Member authorized representative]*  Email Address: *[insert email address of JV’s Member authorized representative]* |
| 7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*  🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 3.3.  🞎 In case of a government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 3.5.  2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the* ***Price Schedules*** *shall coincide with the List of Goods and Related Services specified by the OAG in the Schedule of Requirements.]*

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Price Schedule: Goods Manufactured Outside Lesotho, to be Imported | | | | | | | | | | |
|  | | | | (Group C bids, goods to be imported)  Currencies in accordance with ITB 14 | | | | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  IFB No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | | | 9 |
| Line Item  N° | Description of Goods | Country of Origin | Delivery Date as defined by Incoterms | Quantity and physical unit | Unit price  cap *[insert place of destination]*  in accordance with ITB 13.8(b)(i) | CIP Price per line item  (Col. 5x6) | Price per line item for inland transportation and other services required in the Lesotho to convey the Goods to their final destination specified in BDS | | | Total Price per Line item  (Col. 7+8) |
| *[insert number of the item]* | *[insert name of good]* | *[insert country of origin of the Good]* | *[insert quoted Delivery Date]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert unit price CIP per unit]* | *[insert total CIP price per line item]* | *[insert the corresponding price per line item]* | | | *[insert total price of the line item]* |
|  |  |  |  |  |  |  |  | | |  |
|  |  |  |  |  |  |  |  | | |  |
|  | | | | | | | | Total Price |  | |
| Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]* | | | | | | | | | | |

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Price Schedule: Goods Manufactured Outside Lesotho, already imported\* | | | | | | | | | | | |
|  | | | (Group C bids, goods already imported)  Currencies in accordance with ITB 14 | | | | | | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  IFB No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| Line Item  N° | Description of Goods | Country of Origin | Delivery Date as defined by Incoterms | Quantity and physical unit | Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 13.8(c)(i) | Custom Duties and Import Taxes paid per unit in accordance with ITB 13.8(c)(ii), [to be supported by documents] | Unit Price net of custom duties and import taxes, in accordance with ITB 13.8 (c) (iii)  (Col. 6 minus Col.7) | Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 13.8(c)(i)  (Col. 5×8) | Price per line item for inland transportation and other services required in the Lesotho to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.8 (c)(v) | Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 13.8(c)(iv) | Total Price per line item  (Col. 9+10) |
| *[insert number of the item]* | *[insert name of Goods]* | *[insert country of origin of the Good]* | *[insert quoted Delivery Date]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert unit price per unit]* | *[insert custom duties and taxes paid per unit]* | *[insert unit price net of custom duties and import taxes]* | *[ insert price per line item net of custom duties and import taxes]* | *[insert price per line item for inland transportation and other services required in the Lesotho]* | *[insert sales and other taxes payable per item if Contract is awarded]* | *[insert total price per line item]* |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | | | | | | | | | | Total Bid Price |  |
| Name of Bidder [*insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]* | | | | | | | | | | | |

\* *[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the OAG. For clarity the bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

Price Schedule: Goods Manufactured in the Lesotho

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | | | (Group A and B bids)  Currencies in accordance with ITB 14 | | | | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  NCT No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Line Item  N° | Description of Goods | Delivery Date as defined by Incoterms | Quantity and physical unit | Unit price EXW | Total EXW price per line item  (Col. 4×5) | Price per line item for inland transportation and other services required in the Lesotho to convey the Goods to their final destination | Cost of local labor, raw materials and components from with origin in the Lesotho  % of Col. 5 | Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 13.8(a)(ii) | Total Price per line item  (Col. 6+7) |
| *[insert number of the item]* | *[insert name of Good]* | *[insert quoted Delivery Date]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert EXW unit price]* | *[insert total EXW price per line item]* | *[insert the corresponding price per line item]* | *[Insert cost of local labor, raw material and components from within the Purchase’s country as a % of the EXW price per line item]* | *[insert sales and other taxes payable per line item if Contract is awarded]* | *[insert total price per item]* |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  | | | | | | | | Total Price |  |
| Name of Bidder [*insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]* | | | | | | | | | |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Price and Completion Schedule - Related Services | | | | | | | |
|  | | Currencies in accordance with ITB 14 | | | | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  IFB No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Alternative No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ | |
| 1 | 2 | | 3 | 4 | 5 | 6 | 7 |
| Service  N° | Description of Services (excludes inland transportation and other services required in the Lesotho to convey the goods to their final destination) | | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service  (Col. 5\*6 or estimate) |
| *[insert number of the Service ]* | *[insert name of Services]* | | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert unit price per item]* | *[insert total price per item]* |
|  |  | |  |  |  |  |  |
|  |  | |  |  |  |  |  |
|  |  | |  |  |  |  |  |
|  |  | |  |  |  |  |  |
|  |  | |  |  |  |  |  |
|  |  | |  |  |  |  |  |
|  |  | |  |  |  |  |  |
|  |  | |  |  |  |  |  |
|  | | | | | Total Bid Price | |  |
| Name of Bidder [*insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]* | | | | | | | |

Form of Bid-Securing Declaration

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

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

IFB No.: *[number of bidding process]*

To: **Office of the Auditor-General**

**4th Floor Finance House**

**Government Offices Complex**

**Maseru, Lesotho**

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the OAG for the period of time of ***2 years*** starting on *the date of notification in line with the below mentioned breach,* 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 in the Bid Submission Form; or

(b) having been notified of the acceptance of our Bid by OAG during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB 41.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder**\***

Name of the person duly authorized to sign the Bid on behalf of the Bidder**\*\*** \_\_\_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of the person named above \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_

**\***: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

*[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the bid.]*

Manufacturer’s Authorization

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

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

IFB No.: *[insert number of bidding process]*

To: **Office of the Auditor-General**

**4th Floor Finance House**

**Government Offices Complex**

**Maseru, Lesotho**

WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

Title: *[insert title]*

Dated on \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ *[insert date of signing]*

# PART 2 – Supply Requirements

|  |
| --- |
| Section V. Schedule of Requirements |

**Contents**

1. List of Goods and Delivery Schedule 59

2. List of Related Services and Completion Schedule 59

3. Technical Specifications 61

4. Drawings 63

5. Inspections and Tests 63

## Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding documents by the OAG, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB 41.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the *Incoterms* rules (i.e., EXW, or CIP, FOB, FCA terms—that “delivery” takes place when goods are delivered **to the carriers**), and (b) the date prescribed herein from which the OAG’s delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 1. List of Goods and Delivery Schedule  *[The OAG shall fill in this table, with the exception of the column “Bidder’s offered Delivery date” to be filled by the Bidder]* | | | | | | | |
| **Line Item**  **N°** | **Description of Goods** | **Quantity** | **Physical unit** | **Final (Project Site) Destination as specified in BDS** | **Delivery (as per Incoterms) Date** | | |
| **Earliest Delivery Date** | **Latest Delivery Date** | **Bidder’s offered Delivery date [*to be provided by the bidder*]** |
|  |  |  |  |  |  |  |  |
| 1 | Laptops | 10 | 10 | Office of the Auditor-General | 14 days | 30 days | *[insert the number of days following the date of effectiveness the Contract]* |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 2. List of Related Services and Completion Schedule | | | | | |
| **Service** | **Description of Service** | **Quantity1** | **Physical Unit** | **Place where Services shall be performed** | **Final Completion Date(s) of Services** |
|
|  |  |  |  |  |  |
|  | | | | | |

3. Technical Specifications

| **Item No.** | **Technical Specification of items required including applicable standards** | | **Mandatory (M) or Desirable (D)** | **Compliance of specification offered (yes or no)** |
| --- | --- | --- | --- | --- |
| ***A*** | ***B*** | | ***c*** | ***D*** |
| **Laptop** | | |  | YES |
| 1 | **General** | Factory new, unused, and the most recent or current model. | M | YES |
| 2 | **Processor** | 12th Generation Intel Core i7-1260P Processor (Core i7-1260P) or better | M | YES |
| 3 | **Memory** | 16GB DDR4-3200 or better | M | YES |
| 4 | **Hard Drive** | 512 GB SSD PCle or better | M | YES |
| 5 | **Wired Network** | Ethernet | M | YES |
| 6 | **Wireless Network** | Wi-Fi 6  Bluetooth 5.1 or above | M | YES |
| 7 | **Ports** | 1 x HDMI 2.0b  1 x RJ45  1 x 4-in-1 SD-Card Reader (SD, SDHC, SDXC, and MMC)  1 x USB Type-C support USB 3.2 Gen (PD, DP)  1 x Type-C (Thunderbolt 4) USB Type A  1 x Type A USB 3.2 Gen 1 (Always on USB 5V2A) | M | YES |
| 8 | **Camera** | 720P HD with Dual Array Integrated Digital Microphone and Privacy Shutter | M | YES |
| 9 | **Display** | 15.6” FDH or better | M | YES |
| 10 | **Graphics** | 1 x Intel UHD Graphics | M | YES |

4. Drawings

These Bidding Documents includes **no** drawings.

5. Inspections and Tests

The following inspections and tests shall be performed: Visual inspection at final acceptance for satisfactory condition and compliance with offered material.

# PART 3 - Contract

|  |
| --- |
| Section VIII. General Conditions of Contract |

**Table of Clauses**

1. Definitions 69

2. Contract Documents 71

3. Fraud and Corruption 71

4. Interpretation 71

5. Language 72

6. Joint Venture, Consortium or Association 73

7. Eligibility 73

8. Notices 73

9. Governing Law 73

10. Settlement of Disputes 73

11. Inspections and Audit by the Bank 74

12. Scope of Supply 74

13. Delivery and Documents 74

14. Supplier’s Responsibilities 75

15. Contract Price 75

16. Terms of Payment 75

17. Taxes and Duties 75

18. Performance Security 76

19. Copyright 76

20. Confidential Information 76

21. Subcontracting 77

22. Specifications and Standards 77

23. Packing and Documents 78

24. Insurance 79

25. Transportation and Incidental Services 79

26. Inspections and Tests 79

27. Liquidated Damages 80

28. Warranty 81

29. Patent Indemnity 81

30. Limitation of Liability 83

31. Change in Laws and Regulations 83

32. Force Majeure 83

33. Change Orders and Contract Amendments 84

34. Extensions of Time 85

35. Termination 85

36. Assignment 87

37. Export Restriction 87

**Section VIII. General Conditions of Contract**

|  |  |  |  |
| --- | --- | --- | --- |
| 1. Definitions | | 1.1 The following words and expressions shall have the meanings hereby assigned to them: “Contract” means the Contract Agreement entered into between the OAG and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.“Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.“Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.“Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.“Day” means calendar day.“Eligible country” means a country not under trade restrictions of the World Trade Organization or the United Nations.“GCC” means the General Conditions of Contract.“Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the OAG under the Contract.“OAG” means Office of the Auditor-General**.**“Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.“SCC” means the Special Conditions of Contract.“Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.“Supplier” means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the OAG and is named as such in the Contract Agreement.“The Project Site,” where applicable, means the place named in the **SCC.** | |
| 2. Contract Documents | | * 1. Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole. | |
| 3. Corrupt and Fraudulent Practices | | 3.1 The OAG requires compliance with policy in regard to corrupt and fraudulent practices as set forth in relevant Lesotho legislation.  3.2 The OAG requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. | |
| 4. Interpretation | | * 1. If the context so requires it, singular means plural and vice versa.   2. Incoterms  Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.  * 1. Entire Agreement   The Contract constitutes the entire agreement between the OAG and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.   * 1. Amendment   No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.   * 1. Nonwaiver  Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.  * 1. Severability   If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract. | |
| 5. Language | | * 1. The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the OAG, shall be written in the language specified in the **SCC.** Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.   2. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier. | |
| 6. Joint Venture, Consortium or Association | | * 1. If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the OAG for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the OAG. | |
| 7. Eligibility | | * 1. The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.   2. All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. | |
| 8. Notices | | * 1. Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term “in writing” means communicated in written form with proof of receipt.   2. A notice shall be effective when delivered or on the notice’s effective date, whichever is later. | |
| 9. Governing Law | * 1. The Contract shall be governed by and interpreted in accordance with the laws of Lesotho, unless otherwise specified in the **SCC.**   2. Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in Lesotho when:   (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or  (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country. |
| 10 Settlement of Disputes | * 1. The OAG and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.   2. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the OAG or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**   3. Notwithstanding any reference to arbitration herein,      1. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and      2. the OAG shall pay the Supplier any monies due the Supplier. |
| 11. Inspections and Audit by the OAG | * 1. The Supplier shall keep and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.   2. The Supplier shall permit, and shall cause its Subcontractors to permit, the OAG and/or persons appointed by the OAG to inspect the Supplier’s offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the OAG if requested. The Supplier’s and its Subcontractors and consultants’ attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the OAG’s inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination. |
| 12. Scope of Supply | 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements. |
| 13. Delivery and Documents | 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.** |
| 14. Supplier’s Responsibilities | 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13. |
| 15 Contract Price | 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.** |
| 16. Terms of Payment | 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**  16.2 The Supplier’s request for payment shall be made to the OAG in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.  16.3 Payments shall be made promptly by the OAG, but in no case later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and after the OAG has accepted it.  16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.  16.5 In the event that the OAG fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the OAG shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award. |
| 17. Taxes and Duties | 17.1 For goods manufactured outside Lesotho, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Lesotho.  17.2 For goods Manufactured within Lesotho, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the OAG.  17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Lesotho, the OAG shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent. |
| 18. Performance Security | 18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**  18.2 The proceeds of the Performance Security shall be payable to the OAG as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.  18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the OAG; and shall be in one of the formats stipulated by the OAG in the **SCC,** or in another format acceptable to the OAG.  18.4 The Performance Security shall be discharged by the OAG and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier’s performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.** |
| 19. Copyright | 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the OAG by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the OAG directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party |
| 20. Confidential Information | 20.1 The OAG and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the OAG to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.  20.2 The OAG shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the OAG for any purpose other than the performance of the Contract.  20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that: the OAG or Supplier need to share with other institutions participating in the financing of the Contract;now or hereafter enters the public domain through no fault of that party;can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; orotherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality. 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.  20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract. |
| 21. Subcontracting | 21.1 The Supplier shall notify the OAG in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.  21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7. |
| 22. Specifications and Standards | 22.1 Technical Specifications and Drawings The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods’ country of origin.The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the OAG, by giving a notice of such disclaimer to the OAG.Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the OAG and shall be treated in accordance with GCC Clause 33. |
| 23. Packing and Documents | 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods’ final destination and the absence of heavy handling facilities at all points in transit.  23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the OAG. |
| 24. Insurance | 24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.** |
| 25. Transportation and Incidental Services | 25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms. |
|  | 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC:**  (a) performance or supervision of on-site assembly and/or start‑up of the supplied Goods;  (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;  (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;  (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and  (e) training of the OAG’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.  25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services |
| 26. Inspections and Tests | 26.1 The Supplier shall at its own expense and at no cost to the OAG carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**  26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods’ final destination, or in another place in Lesotho as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the OAG.  26.3 The OAG or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the OAG bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.  26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the OAG. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the OAG or its designated representative to attend the test and/or inspection.  26.5 The OAG may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications’ codes and standards under the Contract, provided that the Supplier’s reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier’s performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.  26.6 The Supplier shall provide the OAG with a report of the results of any such test and/or inspection.  26.7 The OAG may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the OAG, and shall repeat the test and/or inspection, at no cost to the OAG, upon giving a notice pursuant to GCC Sub-Clause 26.4.  26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the OAG or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract. |
| 27. Liquidated Damages | 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the OAG may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the OAG may terminate the Contract pursuant to GCC Clause 35. |
| 28. Warranty | 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.  28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.  28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC,** or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.  28.4 The OAG shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The OAG shall afford all reasonable opportunity for the Supplier to inspect such defects.  28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the OAG.  28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the OAG may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier’s risk and expense and without prejudice to any other rights which the OAG may have against the Supplier under the Contract. |
| 29. Patent Indemnity | 29.1 The Supplier shall, subject to the OAG’s compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the OAG and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the OAG may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; andthe sale in any country of the products produced by the Goods.Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract. 29.2 If any proceedings are brought or any claim is made against the OAG arising out of the matters referred to in GCC Sub-Clause 29.1, the OAG shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the OAG’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.  29.3 If the Supplier fails to notify the OAG within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the OAG shall be free to conduct the same on its own behalf.  29.4 The OAG shall, at the Supplier’s request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.  29.5 The OAG shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the OAG. |
| 30 Limitation of Liability | 30.1 Except in cases of criminal negligence or willful misconduct,  (a) the Supplier shall not be liable to the OAG, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the OAG and  (b) the aggregate liability of the Supplier to the OAG, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the OAG with respect to patent infringement |
| 31. Change in Laws and Regulations | 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15. |
| 32. Force Majeure | 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.  32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the OAG in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.  32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the OAG in writing of such condition and the cause thereof. Unless otherwise directed by the OAG in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. |
| 33. Change Orders and Contract Amendments | 33.1 The OAG may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following: drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the OAG;the method of shipment or packing;the place of delivery; andthe Related Services to be provided by the Supplier. 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the OAG’s change order.  33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.  33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. |
| 34. Extensions of Time | 34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the OAG in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier’s notice, the OAG shall evaluate the situation and may at its discretion extend the Supplier’s time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.  34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1. |
| 35. Termination | 35.1 Termination for Default The OAG, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the OAG pursuant to GCC Clause 34;if the Supplier fails to perform any other obligation under the Contract; orif the Supplier, in the judgment of the OAG has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.In the event the OAG terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the OAG may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the OAG for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated. 35.2 Termination for Insolvency. The OAG may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the OAG 35.3 Termination for Convenience. The OAG, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the OAG’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier’s receipt of notice of termination shall be accepted by the OAG at the Contract terms and prices. For the remaining Goods, the OAG may elect:to have any portion completed and delivered at the Contract terms and prices; and/orto cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier. |
| 36. Assignment | 36.1 Neither the OAG nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party. |
| 37. Export Restriction | 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the OAG, to Lesotho, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the OAG that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the OAG’s convenience pursuant to Sub-Clause 35.3. |

|  |  |
| --- | --- |
| Section IX. Special Conditions of Contract | |
| The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC*.* | |
| **GCC 1.1 (o)** | The Final Destination is:  Office of the Auditor-General  4th Floor Finance House  Government Offices Complex  P. O. Box 502  Maseru, Lesotho |
|  | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be *2020* |
| **GCC 5.1** | The language shall be: English |
| **GCC 8.1** | For **notices**, the OAG’s address shall be:  Attention: Deputy Auditor-General  Office of the Auditor-General  4th Floor Finance House  Government Offices Complex  Maseru, Lesotho  Telephone: (+266) 22320226 |
| **GCC 9.1** | The governing law shall be the law of*:* The Kingdom of Lesotho |
| **GCC 10.2** | The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:  In the case of a dispute between the OAG and a Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Lesotho. |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are:  **For Goods from outside Lesotho**  Upon shipment, the Supplier shall notify the OAG and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the OAG, with a copy to the Insurance Company:   1. Three copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; 2. Two Delivery Notes   (iii) Copies of the packing list identifying contents of each package (where appropriate);  (iv) Insurance certificate;  (v) Manufacturer’s or Supplier’s warranty certificate;  (vi) Inspection certificate, issued by the nominated inspection agency, and the Supplier’s factory inspection report; and  (vii) Certificate of origin.  The above documents shall be received by the OAG at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.  **For Goods from within Lesotho:**  Upon delivery of the Goods to the transporter, the Supplier shall notify the OAG and mail the following documents to the OAG:  (i) Three copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;  (ii) Two Delivery notes;  (iii) Manufacturer’s or Supplier’s warranty certificate;  (iv) Inspection certificate; and  (v) Certificate of origin.  The above documents shall be received by the OAG before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed ***shall not***be adjustable. |
| **GCC 16.1** | GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:  **On Acceptance: Hundred** (100) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance of full delivery by the OAG. |
| **GCC 16.5** | The payment-delay period after which the OAG shall pay interest to the supplier shall be *45* days.  The interest rate that shall be applied is *0.5 %* |
| **GCC 18.1** | A Performance Security **shall not** be required. |
| **GCC 23.2** | The packing, marking and documentation within and outside the packages shall be: Particular attention is drawn to GCC requirement for robust packing to survive rough handling. |
| **GCC 24.1** | The insurance coverage shall be as specified in the Incoterms*.*  If not in accordance with Incoterms, insurance shall be as follows:  The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from “warehouse” to “warehouse” on “All Risks” basis, including War Risks and Strikes. |
| **GCC 25.1** | Responsibility for transportation of the Goods shall be as specified in the Incoterms. |
| **GCC 25.2** | Incidental services to be provided are:  *[Selected services covered under GCC Clause 25.2 and/or other should be specified with the desired features. The price quoted in the bid price or agreed with the selected Supplier shall be included in the Contract Price.]* |
| **GCC 26.1** | The inspections and tests shall be: Visual inspection upon delivery to ensure satisfactory condition of the goods |
| **GCC 26.2** | The Inspections and tests shall be conducted at: **The Office of the Auditor-General, 4th Floor Finance House, Maseru Lesotho** |
| **GCC 27.1** | The liquidated damage shall be: *0.*5% per week |
| **GCC 27.1** | The maximum number of liquidated damages shall be:*3*% |
| **GCC 28.3** | The period of validity of the Warranty shall be: **not less than 24 months after delivery, installation and acceptance of the Goods**  For purposes of the Warranty, the place(s) of final destination(s) shall be:  **The Office of the Auditor-General, 4th Floor Finance House, Maseru Lesotho**  The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:  (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, |
| **GCC 28.5** | The period for repair or replacement shall be: *30* days. |

**Attachment: Price Adjustment Formula**

**NOT APPLICABLE**

|  |
| --- |
| Section X. Contract Forms |

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

**Table of Forms**

[Letter of Acceptance 98](#_Toc348001569)

[1. Contract Agreement 99](#_Toc348001570)

[2. Performance Security 101](#_Toc348001571)

[3. Advance Payment Security .](#_Toc348001573)

Letter of Acceptance

*[letterhead paper of the OAG]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.***  . . . . . . . . . .

This is to notify you that your Bid dated . . .. ***[insert date] . .*** .. for execution of the . . . . . . . . ..***[insert name of the contract and identification number, as given in the SCC]***. . . . . . . . . . for the Accepted Contract Amount of . . . . . . . . ***. [insert*** ***amount in numbers and words and name of currency]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security *[delete if not required]* within *[insert number days]* in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

**Attachment: Contract Agreement**

Contract Agreement

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS AGREEMENT made

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

BETWEEN

(1) *[ insert complete name of Purchaser]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of {insert name of Country of Purchaser}, or corporation incorporated under the laws of {insert name of Country of Purchaser}]* and having its principal place of business at *[ insert address of Purchaser****]*** (hereinafter called “the OAG”), of the one part, and

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

WHEREAS the OAG invited bids for certain Goods and ancillary services, namely, *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The OAG and the Supplier agree as follows:

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.

1. the Letter of Acceptance
2. the Signed Bid Submission Form
3. the Addenda Nos.\_\_\_\_\_ (if any)
4. Special Conditions of Contract
5. General Conditions of Contract
6. the Specification (including Schedule of Requirements and Technical Specifications)
7. the completed Schedules (including Price Schedules)
8. any other document listed in GCC as forming part of the Contract

3. In consideration of the payments to be made by the OAG to the Supplier as specified in this Agreement, the Supplier hereby covenants with the OAG to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the OAG

Signed: *[insert signature]*

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

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

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

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

in the presence of *[ insert identification of official witness]*



**OFFICE OF THE AUDITOR-GENERAL**

**INVITATION FOR BIDS**

**Supply and delivery of ten (10) laptops for the Office of the Auditor-General (AUD-GOODS/1-24/25)**

1. The Office of the Auditor-General (OAG) is an independent and autonomous body and is the Supreme Audit Institution in Lesotho. OAG is responsible for auditing Government of Lesotho’s Public Accounts as well as accounts connected to the Lesotho Consolidated Fund and overseeing public funds’ management, quality and credibility of the reported financial data.

1. The Office of the Auditor-General now invites sealed bids from eligible bidders for **Supply and delivery of ten (10) laptops for the Office of the Auditor-General**
2. Bidding will be conducted through the National Competitive Tendering procedures as specified in the Lesotho’s Public Procurement Act, 2023 and is open to all eligible bidders as defined in the Act.
3. Interested eligible bidders may obtain further information from:

**Procurement Unit (Office # 4036/4002)**

**Office of the Auditor-General**

**4th Floor Finance House**

**Government Offices Complex**

**Maseru, Lesotho**

Or contact the Procurement Manager on **(+266) 63218181/58461517** during office hours from **08:00 to 17:00** on weekdays excluding public holidays.

1. A complete set of bidding documents in English may be obtained by interested eligible bidders on the link below:
2. Bids must be deposited in the tender box at the address below on or before **24th October 2024 at 10:00 am**. Electronic bidding will not be permitted. Late bids will be rejected. Bids will be publicly opened in the presence of the bidders’ designated representatives and anyone who choose to attend at the address below on the **24 October 2024 at 10:30 am**.

**Procurement Unit (Office # 4036/4002)**

**Office of the Auditor-General**

**4th Floor Finance House**

**Government Offices Complex**

**Maseru, Lesotho**

1. All bids must be accompanied by a **Bid-Securing Declaration**.

1. [↑](#footnote-ref-1)