Kingdom of Lesotho
Ministry of Energy & Mining – Rural Electrification Unit (REU)

Standard Bidding Document for the Procurement of Goods

OPEN COMPETITIVE TENDERING

Supply, Delivery, and Installation of Office Equipment

REU/OE/2026/07/001

Date of Issue: 13th June 2026

Bid Closing Date: 18th August 2026

Bid Closing Time: 10:00 am.

Standard Bidding Document

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Section 1: Instructions to Bidders

A. General

1. Scope of Bid

1.1 The Procuring Entity indicated in the Bid Data Sheet (BDS), invites bids for the provision of Goods and related Services incidental thereto as specified in Section 6, Statement of Requirements. The Instructions to Bidders should be read in conjunction with the BDS. The subject and procurement reference number, and number of lots of this Bidding Document are provided in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form with proof of receipt;

(b) if the context so requires, singular means plural and vice versa; and

(c) "day" means working day.

1.3 Procurement will be undertaken in compliance with the Public Procurement Act and Regulations.

2. Source of Funds

2.1 The Procuring Entity indicated in the BDS has an approved budget from Government funds towards the cost of the procurement named in the BDS. The Procuring Entity intends to use these funds to place a contract for which these Bidding Documents are issued.

2.2 Payments will be made directly by the Procuring Entity and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring Entity.

3. Corrupt Practices

3.1 It is the Government of Lesotho's policy to require that Procuring Entities, as well as Bidders and Providers observe the highest standards of ethics during procurement and the execution of contracts. In pursuit of this policy, the Government of Lesotho;

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(b) will reject a recommendation for award if it determines that the Bidder recommended for award has engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract;

(c) will debar a Provider from engaging in any public procurement proceeding for a stated period of time, if it at any time determines that the Provider has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Government contract.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 3.2 and Sub-Clause 36.1 (g) of the General Conditions of Contract.

3.3 In pursuit of the policy defined in Sub-Clause 3.1, the Procuring Entity may terminate a contract or be ordered by the Authority or Public Procurement Tribunal or to cancel a contract if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Procuring Entity or of a Bidder or Provider during the procurement or the execution of that contract.

3.4 In pursuit of the policy defined in Sub-clause 3.1, the Government of Lesotho requires representatives of both the Procuring Entities and of Bidders and Providers to adhere to the relevant codes of ethical conduct. The Code of Ethical Conduct for Bidders and Providers as provided in the bidding forms shall be signed by the Bidder and submitted together with the other bidding forms.

3.5 In pursuit of the policy defined in Sub-clause 3.1, the Authority may debar a provider from engaging in any public procurement or disposal process for a period determined by the Authority, where the provider is debarred from the procurement processes of an international agency of which Lesotho is a member.

3.6 Any communications between a Bidder and the Procuring Entity related to matters of alleged fraud or corruption must be made in writing and addressed to the Chief Accounting Officer of the Procuring Entity.

4. Eligible Bidders

4.1 A Bidder, and all parties constituting the Bidder, shall meet the following criteria to be eligible to participate in public procurement:

(a) the bidder has the legal capacity to enter into a contract;

(b) the bidder is not:

(i) insolvent;

(ii) in receivership;

(iii) bankrupt; or

(iv) being wound up

(c) the bidder's business activities have not been debarred;

(d) the bidder is not the subject of legal proceedings for any of the circumstances in (b); and

(e) the bidder has fulfilled his or her obligations to pay taxes and social security contributions.

4.2 A Bidder may be a natural person, private entity, government-owned entity, subject to ITB Sub-Clause 4.6, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all parties shall be jointly and severally liable. For bids submitted by an existing or intended JV, a Power of Attorney from each member of the JV nominating a Representative in the JV and a Power of Attorney from the JV nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

4.3 A Bidder, and all parties constituting the Bidder including sub-contractors, shall have the nationality of an eligible country, in accordance with Section 5, Eligible Countries. A bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the Contract including related services.

4.4 A Bidder shall not have a conflict of interest. All Bidders found to be in conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

(a) have controlling shareholders in common; or

(b) receive or have received any direct or indirect subsidy from any of them; or

(c) have the same legal representative for purposes of this bid; or

(d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Procuring entity regarding this bidding process; or

(e) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid: or

(f) participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid.

4.5 A firm that is under a declaration of debarment by the Authority in accordance with ITB Clause 3.5, at the date of the deadline for bid submission or thereafter before contract signature, shall be disqualified.

4.6 Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.

4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

5. Eligible Goods and Related Services

5.1 All Goods and related Services to be supplied under the Contract shall have as their country of origin an eligible country in accordance with Section 5, Eligible Countries.

5.2 For purposes of this Clause, the term “Goods” means goods, raw materials, products, livestock, assets, land, equipment or objects of any kind and description in solid, liquid or gaseous form, or in the form of electricity, or intellectual and proprietary rights as well as works or services incidental to the provision of such Goods where the value of such works or services does not exceed the value of the Goods.

5.3 The term “country of origin” means the country where the Goods have been mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, processing, or assembly, another commercially recognised article results that differs substantially in its basic characteristics from its imported components.

5.4 The nationality of the Provider that produces, assembles, distributes, or sells the Goods shall not determine their origin.

5.5 If so required in the BDS, the Bidder shall demonstrate that it has been duly authorised by the Manufacturer of the Goods to supply in Lesotho, the Goods indicated in its bid.

B. Bidding Document

6. Contents of Bidding Document

6.1 The Bidding Document consists 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 Clause 8.

PART 1 Bidding Procedures

- Section 1. Instructions to Bidders (ITB)
- Section 2. Bid Data Sheet (BDS)
- Section 3. Evaluation Methodology and Criteria
- Section 4. Bidding Forms
- Section 5. Eligible Countries

PART 2 Statement of Requirements

- Section 6. Statement of Requirements

PART 3 Contract

- Section 7. General Conditions of Contract (GCC) for the Procurement of Goods
- Section 8. Special Conditions of Contract (SCC)
- Section 9. Contract Forms

6.2 The Bid Notice, Pre-qualification Notice or letter of invitation is not part of the Bidding Document.

6.3 Bidders who did not obtain the Bidding Document directly from the Procuring Entity will be rejected during evaluation. Where a Bidding Document is obtained from the Procuring Entity on a Bidder’s behalf, the Bidder’s name must be registered with the Procuring Entity at the time of sale and issue.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

6.5 Where an electronic copy of the bidding document is issued, the paper or hard copy of the bidding document is the original version. In the event of any discrepancy between the two, the hard copy shall prevail.

7. Clarification of Bidding Document

A prospective Bidder requiring any clarification of the Bidding Document shall contact the Procuring Entity in writing at the Procuring Entity's address indicated in the BDS. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the date indicated in the BDS. The Procuring Entity shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Procuring Entity deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and Sub-Clause 24.2.

8. Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of bids, the Procuring entity may amend the Bidding Document by issuing addenda.

8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Procuring entity.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring entity may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2.

C. Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid and Communications

10.1 The medium of communication shall be in writing unless otherwise specified in the BDS.

10.2 The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity, shall be written in the language specified in the BDS.

10.3 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 in the language specified in the BDS, in which case, for purposes of interpretation of the bid, such translation shall govern.

11. Documents Comprising the Bid

The bid shall comprise the following:

(a) the Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;

(b) a Bid Security or a Bid Securing Declaration, in accordance with ITB Clause 21;

(c) written confirmation authorising the signatory of the bid to commit the Bidder, in accordance with ITB Clause 22;

(d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;

(e) documentary evidence in accordance with ITB Clause 17 establishing that the Goods and Related Services to be supplied by the Bidder are of eligible origin;

(f) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;

(g) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted;

(h) The Code of Ethical Conduct for Bidders and Providers in accordance with ITB Clause 3.4; and

(i) any other document(s) required in the BDS.

12. Bid Submission Sheet and Price Schedules

12.1 The Bidder shall submit the Bid Submission Sheet using the form provided in Section 4, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested, which includes:

(a) the reference of the Bidding Document and the number of each addenda received;

(b) a brief description of the Goods and Related Services offered;

(c) the total bid price;

(d) any discounts offered and the methodology for their application;

(e) the period of validity of the bid;

(f) a commitment to submit any Performance Security required and the amount;

(g) a declaration of nationality of the Bidder;

(h) a commitment to adhere to the Code of Ethical Conduct for Bidders and Providers;

(i) a declaration that the Bidder, including all parties comprising the Bidder, is not participating, as a Bidder, in more than one bid in this bidding process; except for alternative bids in accordance with ITB Clause 13;

(j) confirmation that the Bidder has not been debarred by the Authority;

(k) a declaration on gratuities and commissions; and

(l) an authorised signature.

12.2 The Bidder shall submit the Price Schedule for Goods and Related Services, using the format provided in Section 4, Bidding Forms. The Price Schedule shall include, as appropriate:

(a) the item number;

(b) a brief description of the Goods or Related Services to be supplied;

(c) their country of origin and percentage of Lesotho;

(d) the quantity;

(e) the unit prices, with a separate unit price ex-factory and for delivery and incidental costs according to the delivery terms (Incoterms);

(f) customs duties and all taxes paid or payable in Lesotho;

(g) the total price per item;

(h) subtotals and totals per Price Schedule; and

(i) an authorised signature.

13. Alternative Bids

13.1 Alternative bids shall not be considered unless otherwise indicated in the BDS.

13.2 Where permitted, alternative bids do not need to conform precisely to the Statement of Requirements, but must -

(a) meet the objectives and/or performance requirements prescribed in the Statement of Requirements;

(b) be substantially within any delivery or completion schedule, budget or other performance parameters stated in the solicitation document; and

(c) clearly state the benefits of the alternative bid over any solution which conforms precisely to the Statement of Requirements, in terms of technical performance, price, operating costs or any other benefit.

13.3 A bidder may submit both a main bid which conforms precisely to the Statement of Requirements and an alternative bid.

13.4 Where a bidder submits more than one bid, each bid shall be submitted as a completely separate bid and shall conform to the instructions for preparation and submission of bids in its own right, without any reliance on any other bid. In particular, each bid shall be separately signed, authorised, sealed, labelled and submitted in accordance with the instructions for submission of bids and shall be accompanied by a separate Bid Security or Bid Securing Declaration, if so required. Such bids shall be labelled “Main Bid” and “Alternative Bid”.

13.5 The evaluation of alternative bids shall use the same methodology, criteria and weights as the evaluation of main bids, except that the detailed technical evaluation shall take into account only the objectives and/or performance requirements prescribed in the Statement of Requirements.

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.

14.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. *If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.* Items not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB Sub-Clause 31.3.

14.3 The price to be quoted in the Bid Submission Sheet, in accordance with ITB Sub-Clause 12.1(c), shall be the total price of the bid, excluding any discounts offered.

14.4 The Bidder shall quote any unconditional and conditional discounts and the methodology for their application in the Bid Submission Sheet, in accordance with ITB Sub-Clause 12.1(d) and ITB Sub-Clause 14.8 respectively.

14.5 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.

14.6 Prices quoted on the Price Schedule for Goods and Related Services, shall be disaggregated, when appropriate as indicated in this sub-clause. This disaggregation shall be solely for the purpose of facilitating the comparison of bids by the Procuring entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered:

(a) for Goods;

(i) the price of the Goods, quoted CIP or other Incoterm as specified in the BDS;
(ii) all custom duties, sales tax, and other taxes applicable in Lesotho, paid or payable, on the Goods or on the components and raw materials used in their manufacture or assembly, if the Contract is awarded to the Bidder; and
(iii) the total price for the item.

(b) for Related Services;

(i) the price of the Related Services;
(ii) all custom duties, sales tax, and other taxes applicable in Lesotho, paid or payable, on the Related Services, if the Contract is awarded to the Bidder; and
(iii) the total price for the item.

14.7 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 non-responsive and shall be rejected, pursuant to ITB Clause 30. 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.

14.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB Sub-Clause 14.4, provided the bids for all lots are submitted and opened at the same time.

15. Currencies of Bid

15.1 Bid prices shall be quoted in the following currencies:

(a) for Goods and Related Services originating in Lesotho, the bid prices shall be quoted in the currency of Lesotho, unless otherwise specified in the BDS; and

(b) for Goods and Related Services originating outside Lesotho, or for imported parts or components of Goods and Related Services originating outside Lesotho, the bid prices shall be quoted in the currency of the expense or in a universally acceptable currency specified in the BDS.

15.2 Alternatively, the Procuring entity may request that prices quoted be expressed in the currency specified in the BDS. If the Bidder wishes to be paid in a currency or a combination of currencies different from the one in which it was requested to express its quotation, it shall as part of its offer:

(a) indicate its requirement to be paid in other currencies, including the amount in each currency or the percentage of the quoted price corresponding to each currency;

(b) justify, to the Procuring entity's satisfaction, the requirement to be paid in the currencies requested; and

(c) utilise the rate of exchange specified by the Procuring entity to express its offer in the currency required by the Procuring entity. The source, date, and type of exchange rate to be used is indicated in the BDS, in accordance with ITB Clause 34, The date of the exchange rate shall be not earlier than twenty-one (21) days prior to the deadline for submission of bids.

16. Documents Establishing the Eligibility of the Bidder

To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the eligibility declarations in the Bid Submission Sheet, included in Section 4, Bidding Forms and submit the documents required in Section 3 Evaluation Methodology and Criteria.

17. Documents Establishing the Eligibility of Goods

17.1 To establish the eligibility of the Goods and Related Services, in accordance with ITB Clause 5, Bidders shall complete the country-of-origin declarations in the Price Schedule included in Section 4, Bidding Forms.

18. Documents Establishing the Conformity of the Goods

18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall provide as part of its bid the documentary evidence specified in Section 6, Statement of Requirements.

18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of the Statement of Requirements.

18.3 If so stated in the BDS bidders may be required to submit representative samples of the Goods being offered and/or be requested to demonstrate the operation of the Goods to the Procuring entity.

18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring entity in the Statement of

Requirement, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Statement of Requirement.

19. Documents Establishing the Qualifications of the Bidder

To establish its qualifications to perform the Contract, the Bidder shall submit the evidence indicated for each qualification criteria specified in Section 3, Evaluation Methodology and Criteria.

20. Period of Validity of Bids

20.1 Bids shall remain valid until the date specified in the BDS. A bid valid for a shorter period shall be rejected by the Procuring entity as non-compliant.

20.2 The Procuring entity will make its best effort to complete the procurement process within this period

20.3 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring entity 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 or a Bid Securing Declaration is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security or being liable for debarment in case of a Bid Securing Declaration. A Bidder granting the request shall not be required or permitted to modify its bid.

21. Bid Security or Bid Securing Declaration

21.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, if required, as specified in the BDS.

21.2 The Bid Security shall be in the amount specified in the BDS and denominated in the currency of Lesotho or a freely convertible currency, and shall:

a) at the bidder's option, be in the form of either an Insurance Bond, or a bank draft, and or a bank guarantee from a reputable financial institution;

b) be issued by a reputable financial institution selected by the bidder from an eligible country. If the institution issuing the security is located outside the Lesotho, it shall have a correspondent financial institution located in Lesotho to make it enforceable;

c) be substantially in accordance with the form of Bid Security included in Section 4, Bidding Forms;

d) be payable promptly upon written demand by the Procuring entity in case the conditions listed in ITB Clause 21.6 are invoked;

e) be submitted in its original form - copies will not be accepted.

21.3 The Bid Security or Bid Securing Declaration shall be submitted using the appropriate form included in Section 4, Bidding Forms and shall remain valid until the date specified in the BDS.

21.4 Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration, if one is required in accordance with ITB Sub-Clause 21.1, shall be rejected by the Procuring entity as non-compliant.

21.5 The Bid Security or Bid Securing Declaration of all Bidders shall be returned as promptly as possible once the successful Bidder has signed the Contract and provided the required Performance Security where applicable or upon request by the unsuccessful bidder after publication of the notice of best evaluated bidder.

21.6 If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 20.2; or

If the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 42;

(ii) furnish any Performance Security in accordance with ITB Clause 44; or

(iii) accept the correction of its bid price pursuant to ITB Sub-Clause 31.5.

The Bid Security may be forfeited or Bid Securing Declaration executed.

22. Format and Signing of Bid

22.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder. This authorisation shall consist of a Power of Attorney which if signed in Lesotho shall be registered and if signed outside Lesotho, shall be notarized and shall be attached to the bid. The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the bid, except for unamended printed literature, shall be signed or initialled by the person signing the bid.

22.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

D. Submission and Opening of Bids

23 Sealing and Marking of Bids

23.1 The Bidder shall enclose the original and each copy of the bid, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single plain envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.

23.2 The inner and outer envelopes shall:

(a) bear the name and address of the Bidder;

(b) be addressed to the Procuring entity in accordance with ITB Sub-Clause 24.1;

(c) bear the Procurement Reference number of this bidding process; and

(d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1.

23.3 If all envelopes are not sealed and marked as required, the Procuring entity will assume no responsibility for the misplacement or premature opening of the bid.

24 Deadline for Submission of Bids

24.1 Bids must be received by the Procuring entity at the address and no later than the date and time indicated in the BDS.

24.2 The Procuring entity may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Procuring entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25 Late Bids

The Procuring entity shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 24. Any bid received by the Procuring entity after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

26. Withdrawal and Replacement of Bids

26.1 A Bidder may withdraw or replace its bid after it has been submitted at any time before the deadline for submission of bids by sending a written notice, duly signed by an authorised representative, which shall include a copy of the authorisation in accordance with ITB Sub-Clause 22.2. Any corresponding replacement of the bid must accompany the respective written notice. All notices must be:

(a) submitted in accordance with ITB Clauses 22 and 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," or "REPLACEMENT," and

(b) received by the Procuring entity prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.

26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidder.

26.3 No bid may be withdrawn or replaced 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 Sheet or any extension thereof.

26.4 Bids may only be modified by withdrawal of the original bid and submission of a replacement bid in accordance with ITB Sub-Clause 26.1. Modifications submitted in any other way shall not be taken into account in the evaluation of bids.

27. Bid Opening

27.1 The Procuring entity shall conduct the bid opening in the presence of Bidders` designated representatives who choose to attend, at the address, date and time specified in the BDS.

27.2 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.

No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at the bid opening.

All other envelopes including those marked "REPLACEMENT" shall be opened and the relevant details read out. Replacement bids shall be recorded as such on the record of the bid opening.

Only envelopes that are opened and read out at the bid opening shall be considered further.

27.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder; the bid price, per lot where applicable, including any discounts; the presence of a Bid Security or Bid Securing Declaration, if required; and any other details that the Procuring entity may consider appropriate. Only discounts and alternative offers read out at the bid opening shall be considered for evaluation. No bid shall be rejected at the bid opening except for late bids, in accordance with ITB Clause 25.

27.4 The Procuring entity 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 and/or replacement; the bid price, per lot if applicable, including any discounts; and the presence or absence of a Bid Security Bid Securing Declaration, 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 Bidders upon request and displayed on the Procuring entity's Notice Board within one working day from the date of the bid opening.

E. Evaluation of Bids

28. Confidentiality

28.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information detailing the Best Evaluated Bidder is communicated to all Bidders.

28.2 Any effort by a Bidder to influence the Procuring entity in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid.

28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Procuring entity on any matter related to the bidding process, it should do so in writing.

29. Clarification of Bids

To assist in the examination, evaluation, comparison and post-qualification of the bids, the Procuring entity may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Procuring entity shall not be considered. The Procuring entity's request for clarification and the response shall be in writing. No change 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 Procuring entity in the evaluation of the bids, in accordance with ITB Clause 31.4.

30. Compliance and Responsiveness of Bids

30.1 The Procuring entity's determination of a bid's compliance and responsiveness is to be based on the contents of the bid itself.

30.2 A substantially compliant and responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation is a deviation that-

(a) affects in a substantial way, the scope or quality of the Goods or services or the performance of the works to be procured;

(b) is inconsistent with the bidding document and which may in a substantial way, limit the rights of the procuring entity or the obligations of the bidder under the contract;

(c) if corrected would unfairly affect the competitive position of the other bidders whose bids are administratively compliant and responsive; or

(d) impacts the key factors of a procurement including cost, risk, time and quality and causes -

(i) unacceptable time schedules, where it is stated in the bidding document that time is of the essence;
(ii) unacceptable alternative technical details, such as design, materials, workmanship, specifications, standards or methodologies; or
(iii) unacceptable counter-bids with respect to key contract terms and conditions, such as payment terms, price adjustment, liquidated damages, sub-contracting or warranty.

30.3 If a bid is not substantially compliant and responsive to the Bidding Document, it shall be rejected by the Procuring entity and may not subsequently be made compliant and responsive by the Bidder by correction of the material deviation, reservation, or omission.

31. Nonconformities, Errors, and Omissions

31.1 Provided that a bid is substantially compliant and responsive, the Procuring entity may waive any non-conformity or omissions in the bid that does not constitute a material deviation.

31.2 Provided that a bid is substantially compliant and responsive, the Procuring entity may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, 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.

31.3 Provided that a bid is substantially compliant and responsive, the Procuring entity shall rectify nonmaterial nonconformities or omissions. To this effect, the bid price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The cost of any missing items will be added to the bid price using the highest price from other Bids submitted.

31.4 Provided that the bid is substantially compliant and responsive, the Procuring entity shall correct arithmetic errors on the following basis:

(a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) 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; and

(c) if 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.

31.5 If the Bidder that submitted the best evaluated bid does not accept the correction of errors, its bid shall be rejected and its Bid Security may be forfeited or Bid Securing Declaration executed.

32. Preliminary Examination of Bids – Eligibility and Administrative Compliance

32.1 The Procuring entity shall examine the legal documentation and other information submitted by Bidders to verify the eligibility of Bidders and Goods and related services in accordance with ITB Clauses 4 and 5.

32.2 If after the examination of eligibility, the Procuring entity determines that the Bidder, the Goods and/or the related Services are not eligible, it shall reject the bid.

32.3 The Procuring entity shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

32.4 The Procuring entity shall confirm that the following documents and information have been provided in the bid. If any of these documents or information is missing, the offer shall be rejected.

(a) the Bid Submission Sheet, including:

(i) a brief description of the Goods and Related Services offered;

(ii) the price of the bid; and

(iii) the validity date of the bid;

(b) the Price Schedule;

(c) written confirmation of authorisation to commit the Bidder; and

(d) a Bid Security or Bid Securing Declaration, if applicable.

33. Detailed Commercial and Technical Evaluation

33.1 The Procuring entity shall examine the bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

33.2 If, after the examination of the terms and conditions, the Procuring entity determines that the bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the bid.

33.3 The Procuring entity shall evaluate the technical aspects of the bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section 6, Statement of Requirements of the Bidding Document have been met without any material deviation or reservation.

33.4 If, after the technical evaluation, the Procuring entity determines that the bid is not substantially compliant in accordance with ITB Clause 30, it shall reject the bid.

34 Conversion to Single Currency

For evaluation and comparison purposes, the Procuring entity shall convert all bid prices expressed in amounts in various currencies into a single currency, using the selling exchange rate established by the source and on the date specified in the BDS.

35. Margin of Preference

35.1 Unless otherwise specified in the BDS, a margin of preference shall apply. Where a Margin of Preference applies, its application and detail shall be specified in Section 3, Evaluation Methodology and Criteria.

35.2 For the purpose of granting a margin of domestic preference, bids will be classified in one of five groups, as follows:

(a) Group A: Bids from Suppliers incorporated or registered in Lesotho with more than fifty-one percent of the bidder’s shareholding owned by Lesotho citizens; or

(b) Group B: Bids from Suppliers;

i. incorporated or registered in Lesotho with shareholding of between thirty and fifty percent owned by a Lesotho citizen; and between Ten and Thirty percent owned by a Lesotho citizen;

ii. proposing to perform at least fifty percent of a contract in Lesotho by setting up necessary business and by using and developing the capacity of the Basotho staff in the process

iii. proposing to sub-contract at least fifty percent of a contract to a Basotho business

iv. who has the largest use of locally produced goods, material and services

v. who will employ the largest share of local labour.

(c) Group C: Bids from Suppliers incorporated or registered in Lesotho with shareholding of between Ten and Thirty percent owned by a Lesotho citizen

(d) Group D: Bids from joint ventures, consortium or associations registered in Lesotho and including a contractor qualifying under the conditions in paragraph (a) which holds more than fifty-one percent beneficiary interest in the joint venture, consortium or association; and

(e) Group E: All other bids which do not qualify for preference under paragraphs A or B or C or D.

35.3 Bidders claiming eligibility for a Margin of Preference must provide documentary evidence that to satisfy the Procuring Entity as provided in ITB subclause 35.2.

36. Financial Comparison of Bids

36.1 The Procuring entity shall financially evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially compliant and responsive.

36.2 To financially evaluate a bid, the Procuring entity shall only use the criteria and methodologies defined in this Clause and in Section 3, Evaluation Methodology and Criteria. No other criteria or methodology shall be permitted.

36.3 The Procuring entity's financial comparison of bids may require the consideration of factors other than costs, in addition to the bid price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section 3, Evaluation Methodology and Criteria. The factors to be used and the methodology of application shall be indicated in Section 3, Evaluation Methodology and Criteria.

36.4 To financially compare bids, the Procuring entity shall:

(a) determine the bid price, taking into account the costs listed of Section 3, Evaluation Methodology and Criteria;

(b) correct any arithmetic errors in accordance with ITB Sub-Clause 31.4;

(c) apply any unconditional discounts offered in accordance with ITB Sub-Clause 12.1(d);

(d) make adjustments for any nonmaterial nonconformities and omissions in accordance with ITB Sub-Clause 31.3;

(e) apply any non-cost factors in accordance with ITB Sub-Clause 36.3;

(f) convert all bids to a single currency in accordance with ITB Clause 34;

(g) apply any margin of preference in accordance with ITB Clause 35;

(h) determine the total evaluated price of each bid.

37. Determination of Best Evaluated Bid(s)

The Procuring entity shall compare all substantially compliant and responsive bids to determine the best evaluated bid or bids, in accordance with Section 3, Evaluation Methodology and Criteria.

38. Post-qualification of the Bidder

38.1 The Procuring entity shall determine to its satisfaction whether the Bidder that is selected as having submitted the best evaluated bid is qualified to perform the Contract satisfactorily.

38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19, to clarifications in accordance with ITB Clause 29 and the qualification criteria indicated in Section 3, Evaluation Methodology and Criteria. Factors not included in Section 3 shall not be used in the evaluation of the Bidder's qualification.

38.3 An affirmative determination under 38.2 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 Procuring entity shall proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

38.4 If pre-qualification has been conducted, no post-qualification will be conducted but pre-qualification information shall be verified.

F. Award of Contract

39. Award Procedure

39.1 The Procuring Entity shall issue a Notice of Intention to Award of Tender within 5 working days after the decision of the procurement committee to award a contract, place such Notice on its notice board for a prescribed period, copy the Notice to all Bidders and to the Authority for publication on its website.

39.2 No contract shall be signed within period of ten (10) working days after the date of display of the best evaluated bidder notice.

39.3 The Procuring entity shall award the Contract to the Bidder whose offer has been determined to be the best evaluated bid, provided that the Bidder is determined to be qualified to perform the Contract satisfactorily.

39.3 Negotiations will only be held in exceptional circumstances as provided for under the Procurement Act.

40. Procuring entity's Right to Accept or Reject Any or All Bids

The Procuring entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract signature and return the bid security, without thereby incurring any liability to Bidders.

41. Procuring entity's Right to Vary Quantities at Time of Award

41.1 At the time the Contract is awarded, the Procuring entity reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section 6, Statement of Requirements, provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Document.

41.2 Negotiations will only be held in exceptional circumstances as provided in the Act.

42. Signing and Effectiveness of Contract

42.1 On expiry of the ten (10) working day period after the display of the Lowest Evaluated Bidder, the Procuring entity shall sign a contract with the successful Bidder.

42.2 Failure by the successful Bidder to sign the contract shall constitute sufficient ground for annulment of the contract award.

42.3 Effectiveness of the contract shall be subject to submission of a satisfactory Performance Security where applicable and any other conditions specified in the Contract.

43. Debriefing

Where a bidder requests information on the reasons for the success or failure of their bid, the Procuring entity shall promptly give the bidder a written during the cooling off period.

44. Performance Security

44.1 Within twenty-one (21) days of signing of the contract, the successful Bidder shall where applicable, furnish to the Procuring entity a Performance Security in the amount stipulated in the SCC and in the form of on demand Bank Guarantee as stipulated in Section 9, denominated in the type and proportions of currencies of the Contract. The performance security shall be issued by a Bank located in Lesotho or a foreign Bank through correspondence with a Bank located in Lesotho. On demand insurance bonds with proof of re-insurance, in the format included in Section 9 (contract forms) can be accepted.

45. Advance Payment and Security

45.1 If so stated in the BDS, the Employer will provide an Advance Payment on the Contract Price, subject to a maximum amount, as stated in the BDS. This Payment shall be in the same currencies and proportions as the Contract Payment and shall be made in accordance with the GCC. The Advance Guarantee shall be issued by a Bank located in Lesotho or a foreign Bank through correspondence with a Bank located in Lesotho.

46. Administrative Review

Bidders may seek an Administrative Review by the Chief Accounting Officer in accordance with the Public Procurement Act if they are aggrieved with the decision of the Procuring entity.

Section 2: Bid Data Sheet

Instructions to Bidders Reference	Data relevant to the ITB
A. General	
ITB 1.1	The Procuring entity is: Ministry of Energy & Mining, Rural Electrification Unit, Rosegil Building, Ha Hoohlo (former Mamoth Building), Maseru, Lesotho.
ITB 1.1	The subject of procurement is: Supply, Delivery And, Installation of Office Equipment.
ITB 1.1	The Procurement Reference number of the Bidding Document is: REU/OE/2026/07/001.
ITB 1.1	The number and identification of lots comprising this Bidding Document is: Four (4). The minimum and maximum number of Lots a Bidder may bid for is: Four (4).
ITB 5.5	The Bidder *shall not* be required to include with its Bid, documentation from the Manufacturer of the Goods, that it has been duly authorised to supply, in Lesotho, the Goods indicated in its bid by submitting the Manufacturers Authorisation Form in Section 4 Bidding Forms.
B. Bidding Document	
ITB 7	For clarification purposes only, the Procuring entity's address is: Attention: The Procurement Specialist Name of PE: Rural Electrification Unit Street Address: Rosegil Building, Ha Hoohlo (former Mamoth Building Floor/Room number: Ground Floor Town/City: Maseru P. O. Box No: Private Bag A91 Country: Lesotho Telephone: +266 22320154 Facsimile number: N/A Electronic mail address: sehaut@yahoo.com
ITB 7	The Procuring entity will respond to any request for clarification provided that such request is received no later than 10 days before the tender closing date (7th August 2026).
C. Preparation of Bids	
ITB 10.1	The medium of communication shall be in writing.
ITB 10.2	The language for the bid is English language.

Instructions to Bidders Reference	Data relevant to the ITB
ITB 11 (i)	The Bidder shall submit with its bid the following additional documents: • Price Schedule for Goods and Related Services with the commitment in writing that the bid price in this response is valid for 90 days. • Valid Trading License Certified at source. • Valid Tax Clearance Certificate. • VAT Registration Certificate. • Coloured pictograms and/or brochures clearly indicating the specifications of goods tendered for. • Proof to have registered with the Lesotho Ministry of Finance (IFMIS) or a declaration to be prepared to register once awarded the tender attached to the technical proposal. • Certificate of Bona Fide Tendering, duly signed by a senior official of the bidding company. • Certificate for authority of signatory (Power of attorney).
ITB 13.1	Alternative Bids *shall not* be permitted.
ITB 14.5	The Incoterms edition is: DDP incorterms©2020
ITB 14.6(a)(i)	For Goods, the Bidder shall quote prices using the following Incoterms: DDP REU Maseru, Lesotho incorterms©2020 excluding the costs of duties and taxes and the risks of import customs documentation
ITB 14.7	The prices quoted by the Bidder shall be: Fixed and thus NO price adjustment is allowed in this tender.
ITB 15.1(a)	For Goods and Related Services originating in Lesotho the currency of the bid shall be: Maloti
ITB 15.1(b)	For Goods and Related Services originating outside of Lesotho the currency of the bid shall be: N/A
ITB 18.3	Bidders *shall not* provide a representative sample of the Goods as detailed in Section 6 Statement of Requirements. Bidders *shall not* provide a demonstration of the use of the Goods during the evaluation process.
ITB 20.1	Bids shall be valid until: 16th November 2026.
ITB 21.1	A Bid Security *shall* be required. A Bid Securing Declaration *shall not* be required.
ITB 21.2	The amount of bid security shall be two (2%) percentage of a bid price expressed as a fixed amount and not with decimal points in Maloti.
ITB 21.3	The Bid Security shall be valid until 14th December 2026.
ITB 22.1	In addition to the original of the Bid, the number of copies required is: Two (2).

Instructions to Bidders Reference	Data relevant to the ITB
D. Submission and Opening of Bids	
ITB 24.1	For bid submission purposes only, the Procuring entity's address is: DoE Boardroom, Department of Energy (DoE) Attention: Procurement Specialist Name of the Procuring Entity: Rural Electrification Unit Street Address: Sekhametsi Building, Kingsway Road Floor/Room number: 2nd Floor Town/City: Maseru Country: Lesotho The deadline for bid submission is: 18th August 2026 Time (local time): 10:00 am
ITB 27.1	The bid opening shall take place at: Ministry of Energy Physical Location: DoE Boardroom, Department of Energy (DoE) Street Address: Sekhametsi Building, Kingsway Road Floor/Room number: 2nd Floor Town/City: Maseru Country: Lesotho Date: 18th August 2026 Time: 10:30 am
E. Evaluation of Bids	
ITB 34	The currency that shall be used for financial comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Maloti N/A The source of exchange rate shall be: **Central Bank of Lesotho**. The date for the exchange rate shall be: 21 days prior to the deadline for submission of bids N/A
ITB 35.1	A margin of preference *shall* apply. If a margin of preference applies, the application methodology shall be as stated in Section 3 Evaluation Methodology and Criteria.
ITB 35.3	The Bidder shall submit with its bid the following documents to evidence that they qualify for a margin of preference: Copies of Shareholding Certificates
F. Award of Contract	
ITB 41.1	The maximum percentage by which quantities may be increased is: *(Maximum of 20%)* The maximum percentage by which quantities may be decreased is: *(Maximum of 20%)*

Instructions to Bidders Reference	Data relevant to the ITB
ITB 45.1	The Advance Payment shall be limited to *a maximum of ten percent (10 %)* of the Contract Price. N/A The advance guarantee in a form a demand guarantee shall be equivalent to the amount advanced. N/A

Section 3: Evaluation Methodology and Criteria

Procurement Reference Number: REU/OE/2026/07/001

A Evaluation Methodology

1. Methodology Used

The evaluation methodology to be used for the evaluation of bids received shall be the Technical Compliance Selection (TCS) methodology.

2. Summary of Methodology

2.1 The Technical Compliance **Selection** methodology recommends the lowest priced bid, which is eligible, compliant and substantially responsive to the technical and commercial requirements of the Bidding Document, provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

2.2 The evaluation shall be conducted in three sequential stages –

(a) a preliminary examination to determine the eligibility of bidders and the administrative compliance of bids received;

(b) a detailed evaluation to determine the commercial and technical responsiveness of the eligible and compliant bids; and

(c) a financial comparison to compare costs of the eligible, compliant, responsive bids received and determine the best evaluated bid.

2.3 Failure of a bid at any stage of the evaluation shall prevent further consideration at the next stage of evaluation. Substantial responsiveness shall be considered a pass.

B Preliminary Examination Criteria

3. Eligibility Criteria

3.1 The eligibility requirements shall be determined for: -

(a) Eligible Bidders in accordance with ITB Clause 4; and

(b) Eligible Goods and Related Services in accordance with ITB Clause 5.

3.2 The documentation required to provide evidence of eligibility shall be: -

(a) a statement in the Bid Submission Sheet that the bidder meets the eligibility criteria stated in ITB 4.1;

(b) a declaration in the Bid Submission Sheet of nationality of the Bidder;

(c) a declaration in the Bid Submission Sheet that the Bidder is not under debarment by the Authority;

3.3 A Power of Attorney which if signed in Lesotho shall be registered; or if signed outside Lesotho shall be notarized authorising signature of the bid on behalf of the Bidder.

3.4 For a Joint Venture, the documentation in Section 3.2 shall be required for each member of the Joint Venture and the following additional documentation shall be required:

(a) a certified copy of the Joint Venture Agreement or letter of intent to enter into such an agreement, which is legally binding on all partners, showing that:

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

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

(iii) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

(b) a Power of Attorney from each member of the JV nominating a Representative in the JV and a Power of Attorney from the JV nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

4. Administrative Compliance Criteria

The evaluation of Administrative Compliance shall be conducted in accordance with ITB Clauses 32.3 and 32.4.

C Detailed Evaluation Criteria

5. Commercial Criteria

The commercial responsiveness of bids shall be evaluated in accordance with ITB Clause 33. The criteria shall be:

(a) acceptance of the conditions of the proposed contract;

(b) inclusion of all cost components required such as installation, training, inspection or proving, commissioning, in addition to the price of the Goods;

(c) acceptable delivery schedule.

6. Technical Criteria

6.1 Technical responsiveness shall be evaluated in accordance with ITB Clause 33.3.

6.2 The Statement of Requirements details the minimum technical requirements. Responsiveness is determined by comparison of the specification offered to the specification required in Section 6 and the evaluation is conducted on a pass/fail basis. Substantial responsiveness shall be considered a pass.

D Financial Comparison Criteria

7. Costs to be included in Bid Price

The financial comparison shall be conducted in accordance with ITB Clause 36. The costs to be included in the bid price bid are:

(a) the unit and total delivered price based on the delivery terms requested and the quantity specified in Section 6;

(b) taxes, duties and levies;

8. Non-cost Factors to be included in Evaluated Price

The non-cost factors to be included in the evaluated price are:

(a) Adjustment for deviations in the schedule of payment, if applicable.

(b) Adjustment for deviations in the delivery schedule, if applicable.

9. Margin of Preference

9.1 If the BDS specifies a margin of preference to goods manufactured in Lesotho for the purpose of bid comparison, the following procedures will apply:

(a) The Procuring entity will first review the bids to confirm the appropriateness of the classification, and to identify the bid group classification of each based upon bidders' declaration of origin.

(b) All evaluated bids in each group will then be compared to determine the lowest evaluated bid of each group.

- **i.** Lowest evaluated Group A bid
- **ii.** Lowest evaluated Group B bid
- **iii.** Lowest evaluated Group C bid
- **iv.** Lowest evaluated Group D bid

(c) Apply Preference Adjustments

1. If the lowest evaluated bid is from Group A,
   - No preference adjustment is applied.
   - The bid is recommended for award.
2. If the lowest evaluated bid is from Group B,
   - Add 10% to the Group B evaluated price.
   - Compare it with the lowest Group A bid.
   - The lower price after adjustment is selected.
3. If the lowest evaluated bid is from Group C,
   - Add 5% to the Group C evaluated price when compared with Group B, and
   - Add 15% when compared with Group A.
   - Select the lowest resulting price.
4. If the lowest evaluated bid is from Group D,
   - Compare it with the lowest bids from Groups C, B, and A after applying the relevant margins.
   - The lowest resulting evaluated price shall be recommended for award.

10. Determination of Best Evaluated Bid or Bids

10.1 The bid with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the best evaluated bid. If this Bidding Document includes more than one lot, the best evaluated bid shall be determined separately for each lot.

10.2 Notwithstanding paragraph 10.1, if this Bidding Document allows Bidders to quote different prices for single lots and for the award to a single Bidder of multiple lots, the Procuring entity shall conduct a further financial comparison to apply any conditional discounts. The bid or bids offering the lowest priced combination of all the lots shall be the best evaluated bid or bids.

E Post-qualification

The Procuring entity shall undertake a post qualification on the Lowest Evaluated Bidder to confirm whether the lowest evaluated bidder has the technical capacity and financial resources to execute the procurement.

Section 4: Bidding Forms

Table of Forms

[This Bid Submission Sheet should be on the letterhead of the Bidder and should be signed by a person with the proper authority to sign documents that are binding on the Bidder]

Bid Submission Sheet

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

Procurement Reference No: *[insert Procurement Reference number]*

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

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda No.: *[insert the number and issue date of each Addenda]*;

(b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the Statement of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services. Amend wording and attach relevant details if an alternative delivery schedule is proposed]*;

(c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]*;

(d) The discounts offered and the methodologies for their application are:

Unconditional discounts. If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered (eg amount/percentage) and the specific item of the Statement of Requirements to which it applies.]*

Methodology of application of the unconditional discounts. The discounts shall be applied using the following method: *[Specify precisely the method that shall be used to apply the discounts]*;

Conditional discounts. If our bids for more than one lot are accepted, the following discounts shall apply. *[Specify precisely each discount offered (eg amount/percentage) and the conditions of the discount.]*

Methodology of application of the conditional discounts. The discounts shall be applied using the following method: *[Specify in detail the method that shall be used to apply the discounts]*;

(e) Our bid shall be valid until the date specified in ITB Sub-Clause 20.1 and it shall remain binding upon us and may be accepted at any time before that date;

(f) We, including any subcontractors or providers for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with ITB Clause 4.1

(g) We, including any subcontractors or providers for any part of the contract resulting from this procurement process are registered with the Authority. *[Bidders who are not registered or whose subcontractors are not registered should amend the statement to reflect their status]*.

(h) If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document in the amount of *[insert amount and currency in words and figures of the performance security]* for the due performance of the Contract;

(i) We, including any subcontractors or Providers for any part of the contract, have nationals from the following eligible countries *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a Joint Venture consortium or association, and the nationality of each subcontractor];*

(j) We undertake to abide by the Code of Ethical Conduct for Bidders and Providers during the procurement process and the execution of any resulting contract;

(k) We are not participating, as Bidders, in more than one bid in this bidding process, other than alternative bids in accordance with the Bidding Document;

(l) We do not have any conflict of interest and have not participated in the preparation of the original Statement of Requirements for the Procuring entity;

(m) We, our affiliates or subsidiaries, including any subcontractors or Providers for any part of the contract, have not been debarred by the Public Procurement Authority from participating in public procurement;

(n) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, their full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity. If none has been paid or is to be paid, indicate "none."]*

Name of Recipient	**Address**	**Reason**	**Amount & Currency**
______________________	________________	_______________	__________
______________________	________________	_______________	__________
______________________	________________	_______________	__________

(o) We understand that you are not bound to accept the lowest bid or any other bid that you may receive.

Signed: *[signature of person whose name and capacity are shown below]*
Name: *[insert complete name of person signing the bid]*
In the capacity of *[insert legal capacity of person signing the bid]*
Duly authorised to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on ____________ day of __________________, _______ *[insert date of signing]*

CODE OF ETHICAL CONDUCT IN BUSINESS FOR BIDDERS AND PROVIDERS

1. Ethical Principles

Bidders and providers shall at all times-

(a) maintain integrity and independence in their professional judgement and conduct;

(b) comply with both the letter and the spirit of-

i. the laws of Lesotho; and

ii. any contract awarded.

(c) avoid associations with businesses and organisations which are in conflict with this code.

2. Standards

Bidders and providers shall-

(a) strive to provide works, services and Goods of high quality and accept full responsibility for all works, services or Goods provided;

(b) comply with the professional standards of their industry or of any professional body of which they are members.

3. Conflict of Interest

Bidders and providers shall not accept contracts which would constitute a conflict of interest with, any prior or current contract with any procuring entity. Bidders and providers shall disclose to all concerned parties those conflicts of interest that cannot reasonably be avoided or escaped.

4. Confidentiality and Accuracy of Information

(1) Information given by bidders and providers in the course of procurement processes or the performance of contracts shall be true, fair and not designed to mislead.

(2) Providers shall respect the confidentiality of information received in the course of performance of a contract and shall not use such information for personal gain.

5. Gifts and Hospitality

Bidders and providers shall not offer gifts or hospitality directly or indirectly, to staff of a procuring entity that might be viewed by others as having an influence on a government procurement decision.

6. Inducements

(1) Bidders and providers shall not offer or give anything of value to influence the action of a public official in the procurement process or in contract execution.

(2)Bidders and providers shall not ask a public official to do anything which is inconsistent with the Act, Regulations, Guidelines or the Code of Ethical Conduct in Business.

7. Fraudulent Practices

Bidders and providers shall not-

(a) collude with other businesses and organisations with the intention of depriving a procuring entity of the benefits of free and open competition;

(b) enter into business arrangements that might prevent the effective operation of fair competition;

(c) engage in deceptive financial practices, such as bribery, double billing or other improper financial practices;

(d) misrepresent facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity; or utter false documents;
(e) unlawfully obtain information relating to a procurement process in order to influence the process or execution of a contract to the detriment of the PE; and
(f) withholding information from the PE during contract execution to the detriment of the PE.

I .... agree to comply with the above code of ethical conduct in business.

-------------------------------------- --
AUTHORISED SIGNATORY NAME OF BIDDER

[This Price Schedule should be signed by a person with the proper authority to sign documents for the Bidder. It should be included by the Bidder in its bid. The Bidder may reproduce this in landscape format but is responsible for its accurate reproduction].

Price Schedule for Goods and Related Services

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

Procurement Reference No: *[insert Procurement Reference number]*

Name of Bidder: *[Insert the name of the Bidder]*

1	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*
Item No.	Goods or Related Services	Unit of Measure	Quantity (No. of units)	Unit Price DDP REU Maseru	Total Price per Item [4 x 5]	Import Duties, Sales and other taxes per unit	Total Lead Time	Country of origin

Signed: *[signature of person whose name and capacity are shown below]*
Name: *[insert complete name of person signing the bid]*
In the capacity of *[insert legal capacity of person signing the bid]*
Duly authorised to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on ____________ day of __________________, _______ *[insert date of signing]*

Note:

1. *[insert number of item corresponding to Statement of Requirements]*.
2. *[insert brief description name of Goods or Related Services]*
3. *[The units of issue used and preferred by the Purchaser are shown together with the products on the Statement of Requirements. The bidder may quote on a different unit of issue, but they are strongly urged to quote on those units of issue preferred by the purchaser]*
4. *[insert number of units of this item to be purchased*
5. *[is the quote to be given by the Bidder for delivery of the Goods with cost of transport, insurance and delivery paid up to REU, Maseru. Value Added Tax, if applicable, should not be included in this price]*
6. *[this is the product of column 4 (quantity) multiplied by column 5 (unit price DDP, REU]*
7. *[insert all import duties, taxes paid or payable in Lesotho on this item]*
8. *[Insert the time it will take the Bidder to deliver the products to the Purchaser's premises from the time the Bidder gets an official Purchase order from the Purchaser (in weeks)]*
9. *[insert country of origin of the item]*

[This Bid Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign the Bid Security. It should be included by the Bidder in its bid, if so indicated in the BDS].

Bid Security

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

Procurement Reference No.: *[insert Procurement Reference number]*

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

Whereas *[insert complete name of Bidder]* (hereinafter "the Bidder") has submitted its bid dated *[insert date (as day, month and year) of bid submission]* for Procurement Reference number *[insert Procurement Reference number]* for the supply of *[insert brief description of the Goods and Related Services]*, hereinafter called "the bid ."

KNOW ALL PEOPLE by these presents that WE *[insert complete name of institution issuing the Bid Security]*, of *[insert city of domicile and country of nationality]* having our registered office at *[insert full address of the issuing institution]* (hereinafter "the Guarantor"), are bound unto *[insert complete name of the Procuring entity]* (hereinafter "the Procuring entity") in the sum of *[specify in words and figures the amount and currency of the bid security*, for which payment well and truly to be made to the aforementioned Procuring entity, the Guarantor binds itself, its successors or assignees by these presents. Sealed with the Common Seal of this Guarantor this *[insert day in numbers]* day of *[insert month]*, *[insert year]*.

THE CONDITIONS of this obligation are the following:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Submission Sheet, except as provided in ITB Sub-Clause 21.2; or
2. If the Bidder, having been notified of the acceptance of its bid by the Procuring entity, during the period of bid validity, fails or refuses to:
   (a) sign the Contract in accordance with ITB Clause 42; or
   (b) furnish the Performance Security, in accordance with the ITB Clause 44; or
   (c) accept the correction of its bid by the Procuring Entity, pursuant to ITB Clause 31;

We undertake to pay the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.

This security shall remain in force up to and including [*Insert date, month and year as per ITB Clause 21.3]* and any demand in respect thereof should be received by the Guarantor no later than the above date.

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

Signed: *[insert signature of person whose name and capacity are shown below]*

Name: *[insert complete name of person signing the Security]* In the capacity of *[insert legal capacity of person signing the Security]* duly authorised to sign the Security for and on behalf of: *[insert complete name of the Financial Institution]*

Dated on ______ day of ______________, _______ [*insert date of signing*]

[Use Bidder’s Letterhead]
[Name of Bidder]
[Physical Address of Bidder]

Bid-Securing Declaration

Date: *[insert date (as day, month and year)]*
Subject of procurement and Reference No.: *[insert Procurement Reference Number of bidding process]*

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

I/We, the undersigned, declare that:

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

2. I/We accept that we will automatically be debarred for three years by the Authority from being eligible for bidding in any contract with the Government of Lesotho, if we are in breach of our obligation(s) under the bid conditions, because we:

   (a) have withdrawn our bid during the period of bid validity specified by us in the Bid Submission Sheet or

   (b) having been notified of the acceptance of our bid by the Procuring entity during the period of bid validity fail or refuse to (i) sign the contract, (ii) fail or refuse to furnish the Performance Security in accordance with ITB Clause 44; or (iii) fail or refuse to accept the correction of our bid by the Procuring entity, pursuant to ITB Clause 31;

3. I/We understand this Bid Securing Declaration shall cease to be valid if I/we are not the successful Bidder, upon the earlier of (i) the expiry of the notice of best evaluated bidder or (ii) upon the expiration of the validity of my/our bid on the *[insert bid validity date]*,

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

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

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

Dated on ____________ day of __________________, _______ *[insert date of signing]*

Corporate Seal (where appropriate)
*Please delete as appropriate

[This authorisation should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign such an authorisation. It should be included by the Bidder in its bid, if so indicated in the BDS].

Manufacturer's Authorisation

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

Procurement Reference No.: *[insert Procurement Reference Number]*

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

WHEREAS *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of Goods manufactured]*, having factories at *[insert full address of Manufacturer]*, do hereby authorise *[insert complete name of Bidder]* to submit a bid in relation to the Bidding Document indicated above, the purpose of which is to provide the following Goods, manufactured by us *[insert name 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 29 of the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to the Invitation for Bids.

Signed: *[signature of person whose name and capacity are shown below]*

Name: *[insert complete name of person signing the Manufacturer's Authorisation]*

In the capacity of *[insert legal capacity of person signing the Manufacturer's Authorisation]*

Duly authorised to sign the Manufacturer's Authorisation for and on behalf of: *[insert complete name of Manufacturer]*

Dated on ____________ day of __________________, _______ *[insert date of signing]*

[This Certificate should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign such a certificate. It should be included by the Bidder in its bid, if so indicated in the BDS].

Certificate of Bona Fide Tendering

Tender No:...
Due for Return by ....
Subject:...

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

In particular:

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

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

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

In this Certificate, "arrangement" includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding.
*Information is/is not attached hereto.

Signed:
Name and Position: …..…………………………………………………………………

On behalf of:…..…………………………………………………………………………
(*Name of firm/company/organisation*).

Date:……………………………………………………………………………………

Section 5: Eligible Countries

Procurement Reference Number: REU/OE/2026/07/001

All countries are eligible except countries subject to the following provisions.

A country shall not be eligible if:

(a) as a matter of law or official regulation, the Government of Lesotho prohibits commercial relations with that country, provided that the Government of Lesotho is satisfied that such exclusion does not preclude effective competition for the provision of Goods or related services required; 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 Government of Lesotho prohibits any import of Goods from that country or any payments to persons or entities in that country.

PART 2 - Statement of Requirements

Section 6: Statement of Requirements

Contents

1. List of Goods and Related Services

Procurement Reference Number: REU/OE/2026/07/001

Item number	Brief Description of Goods and Related Services	Quantity	Unit of Measure
LOT 1			
1	Boardroom table	1	1
2	Boardroom chairs	14	1
3	Server Unit	1	1
4	Executive Chairs	5	1
5	Three Seater Couch	3	1
6	Double Seater Couch	2	1
7	Rectangular Coffee Table	1	1
8	Desk with credenza	7	1
9	Office Desks	13	1
10	Office Chairs	27	1
11	Visitors Chairs	35	1
12	Wall Unit Full Glass Top	7	1
13	Wall Unit Open Top	6	1
14	Conference Table	1	1
15	Tender Box	1	1
LOT 2			
16	Laptop Computer	10	1
17	Smart Television	2	1
18	144Hz Full HD 1080P IPS Office Monitor	5	1

The attached commodity-specific conditions will form an integral part of any resulting contract.

2. Delivery and Completion Schedule

Procurement Reference Number: REU/OE/2026/07/001

The delivery or completion period shall commence from the date of contract signature and effectiveness. Refer to the Incoterm in the GCC26 for the interpretation of the delivery period.

Item number	Brief Description of Goods or Related Services	Delivery/ Completion Period *(days/wks/mths)*	Destination

3. Specification and Compliance Sheet

Procurement Reference Number:

Column b states the minimum technical specification of the item(s) required by the Procuring entity.

The Bidder is to complete column c with the technical specification of the item(s) offered and to state "comply" or "not comply" and give details of the areas of non-compliance.

Column d provides the technical literature of the specification offered.

Item No.	Technical Specification required including applicable standards	Compliance of specification offered	Technical literature on specification offered in column c
a	*B*	*c*	*d*
1	Modular boardroom table made of mahogany veneer with 80mm thick top. Boardroom table: 240W x 600D x 800H. Extension table: 1200W x 600D x800H. Corner table: 800W x 800D x 800H.		
2	Visitors arm chair. One piece plywood shell. Econo 4 leg laminated oak frame. 14 buttons on backrest. Foam on seat: high density. Foam on back: medium density.		
3	Mahogany sleek server unit. Perfect for stylish storage and functionality 2 Hinge doors. 5 drawers. 1800W x 600Dx 900H.		
4	High Back Chair. Genuine black leather front with chrome armrest with leather padding. Frontal pivo mechanism. Gas height adjustment. Size: 660W x 720D x 1200-1300H. Weight capacity: 170KG. Adjust to 5 positions.		
5	Blue velvet. 2000mm W x 750mm D x 740mm H. Upholstered in OTE Lena 500 blue. Black P/C Frame. Environment-Friendly High-Density Moulded Foam. Timber Inner Frame Made From Larchwood. CA117 Fire-Resistant Commercial Foam. 3.5mm S Shape Spring Inner Frame. Fabric Colour: 500 Blue velvet. Composition: 97% Polyester, 3% Nylon. Colour Fastness To		

	Wash(Discoloration): =4.0. Colour Fastness To Wash(Staining): =3-4. Colour Fastness To Light: =4.0. Colour Fastness To Rubbing: Dry=4.0 Wet=3-4. Pilling: 4.0@(5000rubs) Martindale Test: >40000rubs.		
6	Fixed seat & back with button detail. Solid Ash wood tapered legs in natural finish or black stain 1740 (W) x 800 (D) x 800 (H). Double Seater.		
7	Brookhill. Offer clean lines and modern look. 22mmtop with a 25mm steel frame for durability. Size: 1200W x 600D x 450H.		
8	Mahogany veneer finish with an 80mm thick desktop accelerated by dual chrome inlays on the front panel. Desk size: 2000L x 1050mmW x 800H. Credenza size: 1200L x 550W x 800H. Free-standing credenza including two drawers and a dedicated computer compartment, complemented by a three mobile pedestal with central locking for secure and organised storage.		
9	Dark Oak. Size: 1600mm x 800mm x 780mm. Featuring a fixed pedestal equipped with a secure combination lock for added convenience. Accumulated by a silver-trimmed front panel. 50mm thick top and panel legs.		
10	Ergonomic mesh high back chair. Size: 630W x 660D x1170-1365H. Weight capacity: 170KG. Adjustable headrest and 3D arm. Multifunction mechanism with a sliding seat. SGS Class 4 gas cylinder. Aluminium back support and aluminium star base with nylon castors.		
11	Ø25.4mm round tubing frame. Power coated 60-70 micron Sandpaper Matt Black.		

12	Mahogany. Wall unit full glass top. Plain hinge door bottom. 1900H x 900W x 360D.		
13	Dark Oak. Wall unit full glass top. Plain hinge door bottom. 1900H x 900W x 360D.		
14	Elegant traditional styling in warm brown mahogany veers and solids. 32mm top. 1200W x 1200D x 732H.		
15	Wooden tender box, lockable with padlock. Size: 1000H x 1000Wx 2000D. Must have an opening to allow the deposit of tender submission.		
16	Working voltage: 100-240V ~50/60Hz. Dimensions without stand: 75":28.9kg. RF aerial input: 75ohm unbalanced. Language of OSD: Multiple options. System: DTV:DVD - T/T2/C. ATV: PAL BG/I/DK. Channel coverage: DVB-C: 48MHz~859MHz. DVB-T/T2: 174MHz~230MHz. 470M		
17	**Screen Size:** 85 inches (215 cm / 214.78 cm diagonal). **Resolution:** 4K Ultra HD (3,840 x 2,160). **Panel Type:** VA LCD with Mini-LED backlighting. **Refresh Rate:** Native 144Hz (up to 165Hz depending on region). **Typical Brightness:** 450 cd/m² (peak 800–1,000 nits). **Native Contrast Ratio:** 6,000:1. **Viewing Angle:** 178° (Horizontal / Vertical). **Response Time:** 6 ms. **Smooth Motion Rate:** 240. **Color Depth:** 8-bit + FRC. **Quantum Dot (QLED):** Yes. **Wide Color Gamut:** Yes. **HDR Support:** Dolby Vision IQ, HDR10+, HDR10, HLG. **Processor:** Hi-View AI Engine for 4K upscaling and scene-by-scene optimization. **Game Mode Pro:** Yes – 144Hz/165Hz refresh rate for ultra-responsive gameplay. **Input Lag:** ≤ 7 ms (extremely low). **Variable Refresh Rate (VRR):** Yes. **Auto Low Latency Mode (ALLM):** Yes. **AMD FreeSync**		

	Premium: Yes. **Game Bar:** Yes. **Speaker Configuration:** 2.1.2 multi-channel surround system. **Speaker Output:** 2 x 15W + 20W subwoofer (50W total). **Audio Processing:** Dolby Atmos, Dolby Digital. **Audio Enhancement:** Dolby Atmos. **Lip-Sync Adjustment:** Yes. **Sound Modes:** Standard, Enhanced (ACR), Theatre, Music, Speech, Late Night, Sports. **Operating System:** VIDAA OS (varies by region). **Pre-installed Apps:** Netflix, YouTube, Prime Video. **BVOD Services:** iView, SBS on Demand, 9Now, tenplay. **Freeview Plus (HbbTV 2.0):** Yes. **Web Browser:** Odin. **Voice Command:** Yes. **Screen Mirroring:** Anyview Cast (DLNA compliant). **Hotel Lock Features:** Clone function, sub-menu lock, keyboard lock, max volume lock, power-on volume, power-on source selection, power-on RF channel selection, power-on mode (On/Standby/Last), input enable/disable. **HDMI:** 4 total (4K@60Hz, HDCP 2.2; eARC on HDMI 3; CEC supported). **USB:** 2 (USB 2.0). **RF Input:** 1. **AV Input:**1. **Ethernet (LAN):** 1 (RJ45). **Optical Audio Out (SPDIF):** 1. **Earphone Jack (3.5mm):** 1. **Wi-Fi:** IEEE 802.11 a/b/g/n/ac (2.4GHz / 5.0GHz). **Bluetooth:** Version 5.0. **Backlight Control:** Yes (Dynamic). **Variable Refresh Rate (VRR):** Yes. **Auto Low Latency Mode (ALLM):** Yes. **HDR (DMP / Netflix / HDMI):** Yes / Yes / Yes. **HDR Systems:** HDR10, HDR10+, Dolby Vision. **HLG (Hybrid Log-Gamma):** Yes. **HEVC (H.265) Decoder:** Yes. **MEMC (Motion Enhancement):** Yes. **Zoom Modes:** Auto, 16:9, 4:3, 21:9, Movie Zoom, Dot to Dot. **Picture Modes:** Standard, enhanced (ACR), FILMMAKER,		

	Cinema, Energy Saving, Dynamic, Sports. **Dimensions (W x H x D) – Without Stand:** 1,892 x 1,091 x 81 mm. **Dimensions (W x H x D) – With Stand:** 1,892 x 1,155 x 455 mm. **Stand Area (W x D):** 1,573 x 455 mm. **Weight – Without Stand:** 39.5 kg. **Weight – With Stand:** 40.2 kg. **Gross Weight (Boxed):** 54.5 kg. **Carton Dimensions (W x H x D):** 2,090 x 1,280 x 210 mm. **VESA Wall Mount:** 600 x 400 mm (screw thread: M8 x 10). **Voltage Range:** AC 100–240V, 50Hz/60Hz. **Standby Consumption:** < 0.5W. **On/Off Timer:** Yes. **Power Off if No Signal:** Yes. **Sleep Timer:** Yes. **Program Lock: Program Lock:** Yes. **OSD Transparency Control:** Yes. **Time Shift:** Yes. **DTV Recording:** Yes (EPG scheduling / start from standby). **MPEG4 (H.264) / H.265 Decoder:** Yes / Yes.		
18	27 Full HD (1920 × 1080) IPS display 144Hz refresh rate for smoother visuals HDR10 support for improved contrast and more detailed visuals 99% sRGB colour gamut for accurate colours E < 1 colour accuracy for professional-grade precision TÜV Low Blue Light certification for eye comfort 3-sided borderless design ideal for multi-monitor setups		

The detailed technical evaluation will examine the technical specification of the items offered in column c and determine whether this meets the minimum specification in column b. Bidders must complete column c or the bid will be rejected. **Bidders are required to use column d to include technical literature to support the details provided in column c.**

5. Inspections and Tests

Procurement Reference Number:

List of Inspections and Tests	
Items subject to Inspection and Tests;	
Type of inspection or tests and the standards to be met;	
Location of the inspection or tests;	
Inspection agency;	
Timing of the inspection;	
Notifications or documentation required from the bidder;	
Provision of any samples for inspection;	
Cost of the inspection;	
Arrangements and costs for any re-inspection required;	
Any other relevant details.	

PART 3 - Contract

Section 7: General Conditions of Contract for the Procurement of Goods

Table of Clauses

Section 7: General Conditions of Contract
for the Procurement of Goods

1. Definitions

The following words and expressions shall have the meanings hereby assigned to them:

(a) "Completion" means the fulfilment of the Related Services by the Provider in accordance with the terms and conditions set forth in the Contract.

(b) "Contract" means the Agreement entered into between the Procuring entity and the Provider, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Provider as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means working day.

(f) "Delivery" means the transfer of the Goods from the Provider to the Procuring entity in accordance with the terms and conditions set forth in the Contract.

(g) "Eligible Countries" means the countries and territories eligible as listed in the SCC.

(h) "GCC" means the General Conditions of Contract.

(i) "Procuring entity" means the entity purchasing the Goods and Related Services, as specified in the Agreement.

(j) "Provider" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Procuring entity and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Provider.

(k) "Related Services" means the services incidental to the provision of Goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Provider under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be provided or execution of any part of the Related Services is subcontracted by the Provider.

(n) "Goods" means goods, raw materials, products, livestock, assets, land, equipment or objects of any kind and description in solid, liquid or gaseous form, or in the form of electricity, or intellectual and proprietary rights as well as works or services incidental to the provision of such Goods where the value of such works or services does not exceed the value of the Goods.

(o) "The Site," where applicable, means the place named in the SCC.

(p) "Tribunal" means the Tribunal established under the Public Procurement Act.

2. Contract Documents

2.1 The documents forming the Contract shall be interpreted in the following order of priority:

(a) Agreement,
(b) The Provider's Bid, as amended by any clarifications,
(c) Special Conditions of Contract,
(d) General Conditions of Contract,
(e) Statement of Requirements,
(f) any other document listed in the SCC as forming part of the Contract.

2.2 Subject to the order of precedence set forth in Sub-Clause 2.1, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Corrupt Practices

3.1 It is the Government of Lesotho's policy to require that Procuring Entities, as well as Bidders and Providers under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Government of Lesotho:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(b) will debar a firm, either indefinitely or for a stated period of time, from being awarded a Government funded contract if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Government funded Contract.

3.2 The Provider shall permit the Government of Lesotho to inspect the Provider's accounts and records relating to the performance of the Provider and to have them audited by auditors appointed by the Government of Lesotho, if so required by the Government.

3.3 In pursuit of the policy defined in Clause 3.1, the Procuring entity may terminate a Contract for Goods if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Procuring entity or of a Provider, during the procurement or the execution of that contract, in accordance with GCC 36.1.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

(a) Unless otherwise specified in the SCC, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) EXW, CIP, and other similar terms, shall be governed by the rules prescribed in the edition of Incoterms, published by the International Chamber of Commerce as specified in the SCC.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Procuring entity and the Provider and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4.4 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 authorised representative of each party thereto.

4.5 Non-waiver

(a) Subject to GCC 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.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorised representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 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

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Provider and the Procuring entity, shall be written in English unless specified otherwise 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.

5.2 The Provider shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6. Joint Venture, Consortium or Association

Unless otherwise specified in the SCC, if the Provider is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring entity for the fulfilment 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 Procuring entity.

7. Eligibility

7.1 The Provider and its Subcontractors shall have the nationality of an eligible country. A Provider 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.

7.2 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 recognised article results that differs substantially in its basic characteristics from its imported components.

8. Notices

8.1 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.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9. Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of Lesotho unless otherwise specified in the SCC.

10. Settlement of Disputes

10.1 The Procuring entity and the Provider 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.

10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution under the Arbitration Act of Lesotho or such other formal mechanism specified in the SCC.

11. Scope of Supply

11.1 The Goods and Related Services to be provided shall be as specified in the Statement of Requirements.

11.2 The Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.

12. Delivery and Documents

The Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Statement of Requirements.

13. Provider's Responsibilities

The Provider shall provide all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

14. Procuring Entity's Responsibilities

14.1 Whenever the provision of Goods and Related Services requires that the Provider obtain permits, approvals, and import and other licenses from local public authorities in Lesotho, the Procuring entity shall, if so required by the Provider, make its best effort to assist the Provider in complying with such requirements in a timely and expeditious manner.

14.2 The Procuring entity shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 14.1.

15. Contract Price

15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.

15.2 Prices charged by the Provider for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Provider in its bid, with the exception of any price adjustments authorised in the SCC.

16. Terms of Payment

16.1 The Contract Price shall be paid as specified in the SCC.

16.2 The Provider's request for payment shall be made to the Procuring entity in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfilment of all the obligations stipulated in the Contract.

16.3 Unless otherwise specified in the SCC, payments shall be made promptly by the Procuring entity, no later than thirty (30) days after submission of an invoice or request for payment by the Provider, and its certification by the Procuring entity. The Procuring entity shall certify or reject such invoices or payment requests within five (5) days from receipt. Where such invoices or payment requests are rejected, the Procuring entity shall advise the Provider of the reasons for rejection.

16.4 The currency or currencies in which payments shall be made to the Provider under this Contract shall be specified in the SCC.

17 Advance Payment Guarantee

17.1 Unless otherwise stated in the SCC, where any payment is made in advance of delivery of any Goods or Related Services, payment of the advance payment shall be made against the provision by the Provider of a bank guarantee or an on demand insurance bond with proof of re-insurance, for the same amount, and shall be valid for the period stated in the SCC.

17.2 Should the advance payment guarantee cease to be valid and the Provider fails to re-validate it, a deduction equal to the amount of the advance payment may be made by the Procuring entity from future payments due to the Provider under the contract.

17.3 If a Contract is terminated for any reason, the guarantee securing the advance may be invoked in order to recover the balance of the advance still owed by the Provider.

18. Taxes and Duties

18.1 Except as otherwise specifically provided in the SCC, the Provider shall bear and pay all taxes, import duties, and levies imposed on the Provider, by all municipal, state or national government authorities, both within and outside Lesotho, in connection with the Goods and Related Services to be supplied under the Contract.

18.2 Notwithstanding GCC Sub-Clause 18.1, and unless otherwise specified in the SCC, the Procuring entity shall bear and promptly pay all taxes, import duties, and levies imposed by law in Lesotho on the Goods and Related Services when such Goods and Related Services are supplied from and delivered or completed outside Lesotho.

18.3 If any tax exemptions, reductions, allowances or privileges may be available to the Provider in Lesotho, the Procuring entity shall use its best efforts to enable the Provider to benefit from any such tax savings to the maximum allowable extent.

18.4 For the purpose of the Contract, it is agreed that the Contract Price specified in the Agreement is based on the taxes, duties, levies, and charges prevailing at the date twenty-eight (28) days prior to the date of bid submission in Lesotho (called "tax" in this sub-clause). If any tax rates are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of the Contract, which was or will be assessed on the Provider, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

19. Performance Security

19.1 If so stated in the SCC, the Provider shall, within twenty-one (21) days of the notification of contract award, provide a Performance Security for the due performance of the Contract in the amount and currency specified in the SCC or in a freely convertible currency acceptable to the Procuring entity.

19.2 The proceeds of the Performance Security shall be payable to the Procuring entity as compensation for any loss resulting from the Provider's failure to complete its obligations under the Contract.

19.3 The Performance Security shall be in one of the forms stipulated by the Procuring entity in the SCC, or in another form acceptable to the Procuring entity.

19.4 The Performance Security shall be discharged by the Procuring entity and returned to the Provider not later than twenty-eight (28) days following the date of completion of the Provider's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

20. Copyright

The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring entity by the Provider herein shall remain vested in the Provider, or, if they are furnished to the Procuring entity directly or through the Provider by any third party, including Providers of materials, the copyright in such materials shall remain vested in such third party.

21. Confidential Information

21.1 The Procuring entity and the Provider 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 Provider may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the Provider shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Provider under GCC Clause 21.

21.2 The Procuring entity shall not use such documents, data, and other information received from the Provider for any purposes unrelated to the contract. Similarly, the Provider shall not use such documents, data, and other information received from the Procuring entity for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

21.3 The obligation of a party under GCC Sub-Clauses 21.1 and 21.2 above, however, shall not apply to information that:

(a) the Procuring entity or Provider need to share with any institution participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) 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; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

21.4 The above provisions of GCC Clause 21 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.

21.5 The provisions of GCC Clause 21 shall survive completion or termination, for whatever reason, of the Contract.

22. Subcontracting

22.1 The Provider shall notify the Procuring entity in writing of all subcontracts awarded under the Contract if not already specified in the bid. Subcontracting shall in no event relieve the Provider from any of its obligations, duties, responsibilities, or liability under the Contract.

22.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

23. Specifications and Standards

23.1 Technical Specifications and Drawings

(a) The Provider shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.

(b) The Provider 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 Procuring entity, by giving a notice of such disclaimer to the Procuring entity.

(c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in the Statement 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 country of origin of the Goods.

23.2 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 Statement of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring entity and shall be treated in accordance with GCC Clause 34.

24. Packing and Documents

24.1 The Provider 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.

24.2 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 Procuring entity.

25. Insurance

Unless otherwise specified in the SCC, the Goods provided 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 Incoterm or in the manner specified in the SCC.

26. Transportation

Responsibility for transportation of the Goods shall be in accordance with the Incoterm specified in the SCC.

27. Inspections and Tests

27.1 The Provider shall at its own expense and at no cost to the Procuring entity carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Statement of Requirements.

27.2 The inspections and tests may be conducted on the premises of the Provider or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Lesotho as specified in the Statement of Requirements. Subject to GCC Sub-Clause 27.3, if conducted on the premises of the Provider 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 Procuring entity.

27.3 The Procuring entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 27.2, provided that the Procuring entity bears all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

27.4 Whenever the Provider is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring entity. The Provider shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring entity or its designated representative to attend the test and/or inspection.

27.5 The Procuring entity may require the Provider 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 Provider'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 Provider'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.

27.6 The Provider shall provide the Procuring entity with a report of the results of any such test and/or inspection.

27.7 The Procuring entity 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 Provider shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring entity, and shall repeat the test and/or inspection, at no cost to the Procuring entity, upon giving a notice pursuant to GCC Sub-Clause 27.4.

27.8 The Provider agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 27.6, shall release the Provider from any warranties or other obligations under the Contract.

28. Liquidated Damages

If so stated in the SCC and except as provided under GCC Clause 33, if the Provider fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Procuring entity 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 Contract Price 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 Procuring entity may terminate the Contract pursuant to GCC Clause 36.

29. Warranty

29.1 The Provider 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.

29.2 Subject to GCC Sub-Clause 23.1, the Provider further warrants that the Goods shall be free from defects arising from any act or omission of the Provider or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Lesotho.

29.3 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 or loading in the country of origin, whichever period concludes earlier.

29.4 The Procuring entity shall give notice to the Provider stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring entity shall afford all reasonable opportunity for the Provider to inspect such defects.

29.5 Upon receipt of such notice, the Provider shall, within two weeks or such other period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring entity.

29.6 If having been notified, the Provider fails to remedy the defect within the period specified in Sub-Clause 29.5, the Procuring entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Provider's risk and expense and without prejudice to any other rights which the Procuring entity may have against the Provider under the Contract.

30. Patent Indemnity

30.1 The Provider shall, subject to the Procuring entity's compliance with GCC Sub-Clause 30.2, indemnify and hold harmless the Procuring entity 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 Procuring entity 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:

(a) the installation of the Goods by the Provider or their use in Lesotho or where the Site is located; and

(b) the 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 Provider, pursuant to the Contract.

30.2 If any proceedings are brought or any claim is made against the Procuring entity arising out of the matters referred to in GCC Sub-Clause 30.1, the Procuring entity shall promptly give the Provider a notice thereof, and the Provider may at its own expense and in the Procuring entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

30.3 If the Provider fails to notify the Procuring entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring entity shall be free to conduct the same on its own behalf.

30.4 The Procuring entity shall, at the Provider's request, afford all available assistance to the Provider in conducting such proceedings or claim, and shall be reimbursed by the Provider for all reasonable expenses incurred in so doing.

30.5 The Procuring entity shall indemnify and hold harmless the Provider 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 Provider 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 Procuring entity.

31. Limitation of Liability

Except in cases of gross negligence or wilful misconduct:

(a) neither party shall be liable to the other party 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 Provider to pay liquidated damages to the Procuring entity; and

(b) the aggregate liability of the Provider to the Procuring entity, whether under the Contract, in tort, or otherwise, shall not exceed the total contract value or such other amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Provider to indemnify the Procuring entity with respect to patent infringement.

32. Change in Laws and Regulations

Unless otherwise specified in the Contract, if after the date of the Bidding Document, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Lesotho or 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 Provider 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.

33. Force Majeure

33.1 The Provider 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.

33.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Provider. Such events may include, but not be limited to, acts of the Government of Lesotho in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

33.3 If a Force Majeure situation arises, the Provider shall promptly notify the Procuring entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring entity in writing, the Provider 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.

34. Change Orders and Contract Amendments

34.1 The Procuring entity may at any time order the Provider through notice in accordance with GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring entity;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Provider.

34.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Provider’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 Provider for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Provider's receipt of the Procuring entity's change order.

34.3 Prices to be charged by the Provider 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 Provider for similar services.

35. Extensions of Time

35.1 If at any time during performance of the Contract, the Provider or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Provider shall promptly notify the Procuring entity in writing of the delay, it's likely duration, and its cause. As soon as practicable after receipt of the Provider's notice, the Procuring entity shall evaluate the situation and may at its discretion extend the Provider's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

35.2 Except in case of Force Majeure, as provided under GCC Clause 33, a delay by the Provider in the performance of its Delivery and Completion obligations shall render the Provider liable to the imposition of liquidated damages pursuant to GCC Clause 28, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 35.1.

36. Termination

36.1 The Procuring entity may, by not less than thirty days written notice of termination to the Provider (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty days), such notice to be given after the occurrence of any of the events specified in GCC Clause 36.1 (a) to (g), terminate the Contract if:

(a) the Provider fails to remedy a failure in the performance of its obligations within thirty days or within such other period agreed between the Parties in writing;

(b) the Provider becomes, or if any of the Provider's members becomes, insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary other than for a reconstruction or amalgamation;

(c) the Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 10.2 hereof;

(d) the Provider submits to the Procuring entity a statement which has a material effect on the rights, obligations or interests of the Procuring entity and which the Procuring entity knows to be false;

(e) the Provider is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days;

(f) the Procuring entity, in its sole discretion and for any reason whatsoever, decides to terminate the Contract;

(g) the Provider, in the judgment of the Procuring entity, has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract; or

(h) where the Tribunal directs that a contract should be terminated.

36.2 The Provider may, by not less than thirty days written notice to the Procuring entity, such notice to be given after the occurrence of any of the events specified in GCC Clause 36.2 (a) to (d) terminate the Contract if:

(a) the Procuring entity is in material breach of its obligations pursuant to the Contract and has not remedied the same within thirty days (or such longer period as the Provider may have subsequently approved in writing) following the receipt by the Procuring entity of the Provider's notice specifying such breach;

(b) the Provider is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days; or

(c) the Procuring entity fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 10.2 hereof.

36.3 If either Party disputes whether an event specified GCC Clauses 36.1 or GCC Clause 36.2 has occurred, such Party may, within thirty days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 10.2 and the Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

37. Assignment

Neither the Procuring entity nor the Provider shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section 8: Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC clause reference	Special Conditions
	The Procurement Reference Number is: REU/OE/2026/07/001
GCC 1(g)	The Eligible Countries are those listed in Section 5 of the Bidding Document.
GCC 1(o)	The destination of delivery of the Goods is: Ministry of Energy & Mining, Rural Electrification Unit, Rosegil Building, Ha Hoohlo (former Mamoth Building), Maseru, Lesotho.
GCC 2.1(f)	The other documents forming part of the Contract are: Bid submission sheet, price schedule and, award notification.
GCC 4.2 (b)	The version of Incoterms shall be: DDP incorterms©2020
GCC 5.1	The language shall be: English language
GCC 6	The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable.
GCC 8.1	For **<u>notices</u>**, the Procuring entity's address shall be: Attention: Mr. Tebello Sehau Street Address: Ministry of Energy, Rural Electrification Unit, Rosegil Building, Ha Hoohlo (former Mamoth Building) Floor/Room number: Ground floor Town/City: Maseru P. O. Box: Private Bag A91 Country: Lesotho Telephone: +266 22320154 Facsimile number: N/A Electronic mail address:sehaut@yahoo.com For **<u>notices</u>**, the Provider's address shall be: Attention: Street Address: Floor/Room number: Town/City: P. O. Box: Country: Telephone: Facsimile number: Electronic mail address:
GCC 9	The Governing law shall be the **law of Lesotho**

GCC clause reference	Special Conditions
GCC 10.2	The formal mechanism for the resolution of disputes shall be Negotiation**, and or Arbitration Act of Lesotho.**
GCC 12	Date of delivery shall be: The shipping and other documents to be furnished by the Provider are: • One original and two copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; • Three copies of the packing list identifying contents of each package; • Valid Trading License Certified at source; • Valid Tax Clearance Certificate; • VAT Registration Certificate; • Proof to have registered with the Lesotho Ministry of Finance (IFMIS); • Bank account confirmation letter on bank letter head; • Manufacturer's or Supplier's warranty certificate; • Certificate of origin; • Certificate of quality control test results; The point of delivery shall be: Ministry of Energy & Mining, Rural Electrification Unit, Rosegil Building, Ha Hoohlo (former Mamoth Building), Maseru, Lesotho
GCC 15.2	The price adjustment shall be: N/A
GCC 16.1	The structure of payments shall be: Once of payment
GCC 16.3	The payment period shall be: 30 days upon the receipt of the Goods or Services.
GCC 16.4	The currency(ies) for payments shall be: Maloti
GCC 17.1	An advance payment guarantee *shall not* be required. The period of validity of the Advance Payment Guarantee shall be: N/A
GCC 18.1	The Provider shall be responsible for all taxes, import duties and levies imposed on the Provider except for the following: N/A
GCC 18.2	The Procuring entity shall be responsible for all taxes, import duties and levies imposed by law in Lesotho on the Goods except for the following: N/A.
GCC 19.1	A Performance Security *shall* be required. The amount of the Performance Security shall be: *5 % of the contract value* The currency shall be: Maloti
GCC 19.3	The forms of acceptable Performance Securities are: the form of either an Insurance Bond, or a bank draft, and or a bank guarantee from a reputable financial institution.

GCC clause reference	Special Conditions
GCC 19.4	Discharge of the Performance Security shall take place: not later than twenty-eight (28) days following the date of completion of the Provider's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.
GCC 24.2	The packing, marking and documentation within and outside the packages shall be: as specified GCC Clauses 24.0
GCC 25	The insurance coverage *shall not* be required: Where insurance coverage is required, the Goods shall be insured 100% of the total contract value.
GCC 26	The INCOTERMS shall be: DDP incorterms©2020
GCC 28	Liquidated Damages shall/shall not apply. The liquidated damage shall be: _______________________% per week The maximum amount of liquidated damages shall be:
GCC 29.3	The period of validity of the Warranty shall be: 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.
GCC 29.5	The period within which the Provider shall repair or replace defective Goods shall be: two (2) weeks
GCC 31(b)	The amount of aggregate liability shall be: in accordance with GCC Clause 31 (b).

Section 9: Contract Forms

Table of Forms

Agreement

Procurement Reference No:

THIS AGREEMENT made the ________ day of ______________________, _____, between ________________________________of _________________________ (hereinafter "the Procuring entity"), of the one part, and ______________________ of _____________________________ (hereinafter "the Provider"), of the other part:

WHEREAS the Procuring entity invited bids for certain Goods and Related Services, viz., ____ and has accepted a Bid by the Provider for the provision of those Goods and Related Services in the sum of _______________________________________ (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. In consideration of the payments to be made by the Procuring entity to the Provider as indicated in this Agreement, the Provider hereby covenants with the Procuring entity to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The Procuring entity hereby covenants to pay the Provider in consideration of the provision of the Goods and Related 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 law specified in the Special Conditions of Contract on the day, month and year indicated above.

Signed by __________________________ (for the Procuring entity)

Name:____________________________ Position:_________________________

In the presence of:

Name: ______________________________ Position: _______________________

Signed by ____________________________ (for the Provider)

Name:____________________________ Position:__________________________

In the presence of:

Name: ______________________________ Position: _______________________

[The Performance Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign documents that are binding on the Financial Institution]

Performance Security

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

Procurement Reference No: *[insert Procurement Reference Number]*

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

WHEREAS *[insert name complete of Provider]* (hereinafter “the Provider”) has undertaken, pursuant to Contract No. *[insert number]* dated *[insert day, month and year]* to supply *[brief description of the Goods and Related Services]* (hereinafter “the Contract”).

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Provider shall furnish you with a security *[insert type of security]* issued by a reputable guarantor for the sum specified therein as security for compliance with the Provider’s performance obligations in accordance with the Contract.

AND WHEREAS the undersigned *[insert complete name of Guarantor]*, legally domiciled in *[insert complete address of Guarantor]*, (hereinafter the “Guarantor”), have agreed to give the Provider a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Provider, up to a total of *[insert currency and amount of guarantee in words and figures]* and we undertake to pay you, upon your first written demand declaring the Provider to be in default under the Contract, without cavil or argument, any sum or sums within the limits of *[insert currency and amount of guarantee in words and figures]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the *[insert number]* day of *[insert month]*, *[insert year]*.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

Name: *[insert complete name of person signing the Performance Security]*

In the capacity of *[insert legal capacity of person signing the Performance Security]*

Signed: *[signature of person whose name and capacity are shown above]*

Duly authorised to sign the Performance Security for and on behalf of: *[insert complete name of Financial Institution]*

Dated on _______ day of __________________, _______ *[insert date of signing]*

[The Advance Payment Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign documents that are binding on the Financial Institution]

Advance Payment Security

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

Procurement Reference No.: *[insert Procurement Reference Number]*

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

In accordance with the payment provision included in the Contract, in relation to advance payments, *[insert complete name of Provider]* (hereinafter called "the Provider") shall deposit with the Procuring entity a security consisting of *[indicate type of security]*, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of *[insert currency and amount of guarantee in words and figures]*.

We, the undersigned *[insert complete name of Guarantor]*, legally domiciled in *[insert full address of Guarantor]* (hereinafter "the Guarantor"), as instructed by the Provider, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the Provider, in the amount not exceeding *[insert currency and amount of guarantee in words and figures]*.

This security shall remain valid and in full effect from the date of the advance payment received by the Provider under the Contract until *[insert day, month and year]*.

Name: *[insert complete name of person signing the Payment Security]*

In the capacity of *[insert legal capacity of person signing the Payment Security]*

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

Signed: *[signature of person whose name and capacity are shown above]*

Duly authorised to sign the Payment Security for and on behalf of: *[insert complete name of the Financial Institution]*

Dated on _______ day of __________________, _______ *[insert date of signing]*