# Kingdom of Lesotho

# Bidding Document for the Procurement of Security Services across Lesotho PostBank Offices, Agencies, ATMs and Branches across the Country

## OPEN NATIONAL COMPETITIVE

| | |
|---|---|
| **Subject of Procurement:** | **Procurement of Security Services for LPB** |
| **Procurement Reference Number:** | **LPB/0002/26** |
| **Date of Issue:** | **11th September 2026** |

# Standard Bidding Document

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LESOTHO PostBank
Affordable. Accessible. Anytime

**Lesotho PostBank**
**2nd Floor, Mafike House**
**Kingsway Road, Maseru**

# Standard Invitation to Bidders

## BID NOTICE UNDER OPEN COMPETITIVE TENDERING

## 11th September 2026

**Provision of: Security Services - LPB/0002/26**

1. The Lesotho PostBank (LPB) has funds to be used for the acquisition of Non- Consultancy Services for:
   **(a) Security Services across all LPB Branches, Agencies, and ATMs across the country.**
2. The Entity invites sealed bids from eligible bidders for the provision of the above non consultancy services.
3. Bidding will be conducted in accordance with the Open National Competitive bidding procedures contained in the Public Procurement Act and is open to all eligible bidders.
4. Interested eligible bidders may obtain further information and inspect the bidding documents at the address given below in 8(c) from **09:30 Hrs – 16:00 Hrs.**
5. The Bidding Documents may be obtained by interested bidders for free from the Lesotho PostBank website accessible at www.lpb.co.ls or through the submission of a written request for bid document bearing the "**Security Services - LPB/0002/26"** in the subject to tenders@lpb.co.ls
6. Bids must be delivered to the physical address given below at 8(c) at or before **12:00 Noon on 16th October 2026**. Late bids shall be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address given above at **12:15 Hrs** on the same date.
7. There shall be a pre – bid meeting/ site visit at LPB Offices at Mafike House Maseru on the dates indicated in the proposed schedule in this notice.
8. (a) Documents may be inspected at: 2nd Floor, Mafike House, Kingsway Road.

   (b) Documents will be issued from: tenders@lpb.co.ls or downloaded from the website at www.lpb.co.ls .

   (c) Bids must be delivered to: 2nd Floor, Mafike House, Kingsway Road.

(d) Address of Bid Opening: 2nd Floor, Mafike House, Kingsway Road.

9. The planned procurement schedule (subject to changes) is as follows:

| Activity | Date |
|---|---|
| a. Publish bid notice | 11th September 2026 |
| b. Pre-bid meeting/ Site visits where applicable | 1st October 2026 |
| c. Request for Clarifications cut-off date | 05th October 2026 |
| d. Bid closing date | 16th October 2026 |
| e. Evaluation process | 30th October 2026 |
| f. Display and communication of best evaluated bidder notice | 16th November 2026 |
| g. Contract Signature | 20th November 2026 |

# Section 1. Instructions to Bidders

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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 the Services specified in Section 6, Statement of Requirements to commence on the date indicated on the BDS.

1.2 The Instructions to Bidders (ITB) should be read in conjunction with the BDS. The subject and procurement reference number and inputs to be provided by the Procuring entity are provided in the SCC.

1.3 Throughout this Bidding Document:

(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,

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

### 2. Source of Funds

2.1 The Procuring entity has an approved budget towards the cost of the procurement. The Procuring entity intends to use these funds to place a contract for which this Bidding Document is 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 represented by the Public Procurement Authority (herein referred to as the Authority);

(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 or fraudulent practices in competing for the Contract;

(c) will debar a bidder 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 or fraudulent practices in competing for, or in executing, a Government contract.

3.2 Furthermore, Bidders shall be aware of the provision stated in Clause 2.2, 2.3 and 14.1(g)-(h) 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 Public Procurement Tribunal 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 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 Government of Lesotho may debar a bidder 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 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, or 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 works or supplies.

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. However, this does not limit the participation of subcontractors in more than one bid, or as Bidders and subcontractors simultaneously.

4.5 A firm that is under a declaration of debarment by the Authority, 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. All related supplies and staff employed under the contract shall have their origin or nationality in an eligible country.

**5. Qualification of the Bidder**

5.1 To establish its qualifications to perform the Contract, the Bidder shall complete and submit:

(a) the Qualification Form provided in Section 4, Bidding Forms; and

(b) the information and documents stated in Section 3, Evaluation Methodology and Criteria.

5.2 The qualifications of the best evaluated Bidder will be assessed as part of a post-qualification in accordance with ITB Clause 36.

5.3 In the event that pre-qualification of potential Bidders has been undertaken, only bids from pre-qualified Bidders will be considered for award of Contract. These qualified Bidders should submit with their bids any information updating their original pre-qualification applications or, alternatively, confirm in their bids that the originally submitted pre-

qualification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in the Qualification Form.

## 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
- Section 2. Bid Data Sheet
- 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 Non-Consultancy Services
- 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 Bidding Document are 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 requirements 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

7.1 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.

### 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 Clause 8.

## 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, including any negotiations with or visits to the Procuring entity, 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

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 ITB Sub-Clause 10.2, in which case, for purposes of interpretation of the bid, such translation shall govern.

### 11. Preparation of Bids

11.1 Bidders are required to prepare and submit a single bid containing both technical and financial information (one stage one envelope).

11.2 A pre-bid meeting will be held where indicated in the BDS. Attendance at the pre-bid meeting is optional.

### 12. Documents Comprising the Bid

12.1 The bid shall comprise the following:

(a) the Bid Submission Sheet, in accordance with ITB Clause 13, 14 and 15;

(b) a Bid Security or a Bid Securing Declaration, in accordance with ITB Clause 19;

(c) written confirmation authorising the signatory of the bid to commit the Bidder, in accordance with ITB Sub-Clause 20.2;

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

(e) documentary evidence in accordance with ITB Clause 5 establishing the Bidder's qualifications to perform the contract if its bid is accepted;

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

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

**13. Bid Submission Sheet and price schedules**

13.1 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 Procurement Reference Number of the Bidding Document and the number of each addenda received;

(b) a brief description of the 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 that the Bidder is eligible to participate in public procurement;

(h) a declaration of nationality of the Bidder and of any eligibility for a margin of preference;

(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;

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

(k) a declaration on commissions and gratuities; and

(l) an authorised signature.

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

(a) a brief description of the Services to be performed;

(b) the unit prices where applicable;

(c) local taxes paid or payable in Lesotho;

(d) the total price per line item;

(e) subtotals and totals per Price Schedule; and

(f) an authorised signature.

**14. Bid Prices and Discounts**

14.1 The price to be quoted in the Bid Submission Sheet, in accordance with ITB Sub-Clause 13.1(c) shall be the total price of the bid, excluding any discounts offered.

14.2 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 13.1(d).

14.3 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 31.

**15. Currencies of Bid**

15.1 Unless otherwise specified in the BDS, bid prices shall be quoted in Lesotho Loti (LsL).

**16. Documents Establishing the Eligibility of the Bidder**

16.1 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 Qualifications of the Bidder**

17.1 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.

17.2 Bidders with a current registration with the LPB may submit as well:

(a) a copy of the bidder's current trading licence or equivalent;

(b) a copy of the bidder's certificate of registration or equivalent.

(c) a copy of license to handle and operate fire-arms

(d) License to own and use radio communications.

**18. Period of Validity of Bids**

18.1 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.

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

18.3 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 Bid Securing Declaration is requested in accordance with ITB Clause 19, 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.

**19. Bid Security or Bid Securing Declaration**

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

19.2 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 a letter of credit, or a bank guarantee, or Bank draft or Cashier's Check from a banking 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 one of the forms 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 19.6are invoked;

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

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

19.4 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.

19.5 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.

19.6 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 18.3; or

If the successful Bidder fails to:

(a) sign the Contract in accordance with ITB Clause 39;

(b) furnish any Performance Security in accordance with ITB Clause 41; or

(c) accept the correction of its bid price pursuant to ITB Sub-Clause 29.5.

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

### 20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of each of the documents comprising the bid as described in ITB Clauses 11 and 12 and clearly marked “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.

20.2 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.

20.3 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

### 21. Sealing and Marking of Bids

21.1 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.

21.2 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 22.1;

(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.

21.3 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.

**22. Deadline for Submission of Bids**

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

22.2 The Procuring entity may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document 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.

**23. Late Bids**

23.1 The Procuring entity shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 22. 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.

**24. Withdrawal and Replacement of Bids**

24.1 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 20.2. Any corresponding replacement of the bid must accompany the respective written notice. All notices must be:

(a) submitted in accordance with ITB Clauses 21 and 22 (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 22.

24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall be returned unopened to the Bidder.

24.3 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.

24.4 Bids may only be modified by withdrawal of the original bid and submission of a replacement bid in accordance with ITB Sub-Clause 24.1. Modifications submitted in any other way shall not be taken into account in the evaluation of bids.

**25. Bid Opening**

25.1 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.

25.2 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.

25.3 All other outer envelopes including those marked "REPLACEMENT" shall be opened and the technical bids within them opened. Replacement bids shall be recorded as such on the record of the bid opening.

25.4 All bids shall be opened one at a time, reading out: the name of the Bidder; the presence of a Bid Security or Bid Securing Declaration, if required the total bid price and any discounts; and any other details as the Procuring entity may consider appropriate. No bid shall be rejected at the bid opening except for late bids, in accordance with ITB Sub-Clause 23.1.

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

25.6 The Procuring entity shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder, whether there is a withdrawal and/or replacement, the bid price and the presence or absence of a Bid Security, where 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 payment of a fee and displayed on the Procuring entity's Notice Board within one working day from the date of the bid Opening.

## E. Evaluation of Bids

### 26. Confidentiality

26.1 A procuring entity shall not disclose to a bidder or to any other person who is not involved in the preparation of the solicitation documents, the evaluation process or the award decision, any information relating to-

(a) solicitation documents, before the solicitation documents are officially issued;

(b) the examination, clarification, evaluation and comparison of bids before the best evaluated bidder notice is displayed on the procurement and disposal notice board of the procuring entity.

26.2 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.

26.3 Notwithstanding ITB Sub-Clause 26.2, 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.

### 27. Clarification of Bids

27.1 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 price 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 financial bids, in accordance with ITB Clause 29.4.

**28. Compliance and Responsiveness of Bids**

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

28.2 A substantially compliant and responsive bid is one that conforms to all the terms, conditions, and requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) affects in a substantial way, the scope or quality of the supplies 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.

28.3 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.

**29. Nonconformities, Errors, and Omissions**

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

29.2 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.

29.3 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.

29.4 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.

29.5 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.

**30. Preliminary Examination of Bids – Eligibility and Administrative Compliance**

30.1 The Procuring entity shall examine the legal documentation and other information submitted by Bidders to verify the eligibility of Bidders in accordance with ITB Clause 4.

30.2 If after the examination of eligibility, the Procuring entity determines that the Bidder is not eligible, it shall reject the bid.

30.3 The Procuring entity shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 12 have been provided, and to determine the completeness of each document submitted.

30.4 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 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;

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

(e) samples as may be required

**31. Detailed Commercial and Technical Evaluation**

31.1 The Procuring entity shall examine the bid to confirm that all terms, conditions and requirements of the bidding document have been accepted by the Bidder without any material deviation or reservation.

31.2 If, after the examination of the terms, conditions and requirements, the Procuring entity determines that the bid is not substantially responsive in accordance with ITB Clause 28, it shall reject the bid.

**32. Conversion to Single Currency**

32.1 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.

**33. Margin of Preference**

33.1 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.

33.2 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

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

33.3 Bidders claiming eligibility for a Margin of Preference must provide documentary evidence to satisfy the Procuring Entity.

**34. Financial Comparison of Bids**

34.1 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.

34.2 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.

34.3 To financially compare bids, the Procuring entity shall:

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

(b) correct any arithmetic errors in accordance with ITB Sub-Clause 29.4;

(c) apply any unconditional discounts offered in accordance with ITB Sub-Clause 13.1(d);

(d) make adjustments for any nonmaterial nonconformities and omissions in accordance with ITB Sub-Clause 29.3;

(e) convert all bids to a single currency in accordance with ITB Clause 32;

(f) apply any margin of preference in accordance with ITB Clause 33; and

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

**35. Determination of Best Evaluated Bid(s)**

35.1 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.

**36. Post-qualification of the Bidder**

36.1 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.

36.2 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 5, to clarifications in accordance with ITB Clause 27 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 qualifications.

36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Procuring entity shall proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

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

## F. Award of Contract

**37. Award Procedure**

37.1 The Procuring Entity shall issue a Notice of Best Evaluated Bidder within five (5) days after the decision of the contracts committee to award a contract, place such a Notice on its noticeboard for a prescribed period, copy the Notice to all Bidders and to the Authority for publication on its website.

37.2 No contract shall be signed for a period of at least ten (10) working days after the date of display of the Best Evaluated Bidder.

37.3 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 and subject to satisfactory negotiations.

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

**38. The Procuring entity's Right to Accept or Reject Any or All Bids**

38.1 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 issue by the Procuring entity, without thereby incurring any liability to Bidders.

**39. Signing and Effectiveness of Contract**

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

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

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

**40. Debriefing**

40.1 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 debrief during the cooling off period.

**41. Performance Security**

41.1 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.

41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security shall constitute sufficient ground for annulment of the contract award. In this case, or where the successful Bidder fails to sign the contract in accordance with ITB Clause 39.2, the successful Bidder's Bid Security may be forfeited or the Bidder may be debarred by the Authority from participating in Government of Lesotho public procurement and disposal processes under the terms of its Bid Securing Declaration. In that event, the Procuring entity may award the Contract to the next best evaluated Bidder.

**42. Advance Payment and Security**

42.1 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 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.

**43. Administrative Review**

42.1 Bidders may seek an Administrative Review by the Managing Director 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: Lesotho PostBank |
| **ITB 1.1** | **Commencement:** The assignment is expected to commence on: 1st December 2026 |
| **ITB 1.2** | **Subject:** The subject of the procurement is: Provision of Security Services for LPB |
| **ITB 1.2** | **Reference:** The Procurement Reference Number is: **LPB/002/26** |
| | **B. Bidding Document** |
| **ITB 7.1** | For clarification purposes only, the Procuring entity's address is:<br>Attention: The Chief Accounting Officer<br>Name of PE: Lesotho Post Bank<br>Street Address: Kingsway Road<br>Floor/Room number: 2nd Floor Mafike House<br>Town/City: Maseru<br>Country: Lesotho<br>Electronic mail address: tenders@lpb.co.ls<br><br>The Procuring entity will respond to any request for clarification provided that such request is received no later than 05th October 2026 |
| | **C. Preparation of Bids** |
| **ITB 10.1** | **Medium:** The medium of communication shall be in writing. |
| **ITB 10.2** | **Language:** The language for the bid is English |
| **ITB 11.2** | **Pre-bid meeting:** A pre-bid meeting shall / shall not be held.<br>Date: 1st October 2026 Time : 11:30 Hrs<br>Name of PE: Lesotho PostBank<br>Street Address: Kingsway Road<br>Floor/Room number: 2nd Floor, Post Mafike<br>Town/City: Maseru<br>Country: Lesotho |
| **ITB 12.1(f)** | **Additional bid information:** Additional information required in the bid includes: |
| **ITB 14.3** | **Prices:** The prices quoted by the Bidder shall be: LsL |

| Instructions to Bidders Reference | Data relevant to the ITB |
|---|---|
| **ITB 15.1** | **Currency:** The currency of the bid shall be: Lesotho Loti. |
| **ITB 18.1** | **Validity Period:** Bids shall be valid until 12th January 2027 |
| **ITB 19.1** | A Bid Security shall not be required.<br>A Bid Securing Declaration shall be required |
| **ITB 19.2** | A Bid Security Amount: N/A |
| **ITB 19.3** | The Bid Security or Bid securing Declaration shall be valid until 12th January 2027. |
| **ITB 20.1** | **Number of Copies:** In addition to the Original of the Bid, the number of copies required is: Four (4) copies |
| **D. Submission and Opening of Bids** | |
| **ITB 22.1** | **Bid Submission:** For bid submission purposes only, the Procuring entity's address is :2nd Floor Mafike House<br>Attention: Managing Director<br>Name of PE: Lesotho Public PostBank<br>Street Address: Kingsway Road<br>Floor/Room number: 2nd Floor, Mafike House<br>Town/City: Maseru<br>Country: Lesotho<br>Date: 16th October 2026 @ Time (local time): 12:00 Hrs |
| **ITB 25.1** | **Bid Opening:** The bid opening shall take place at:<br>Name of PE: Lesotho Public PostBank<br>Street Address: Kingsway Road<br>Floor/Room number: 2nd Floor, Mafike House<br>Town/City: Maseru<br>Country: Lesotho<br>Date: 16th October 2026 @ Time (local time): 12:15 Hrs |
| **E. Evaluation of Bids** | |
| **ITB 32.1** | **Conversion to Single Currency**: The currency that shall be used for financial comparison purposes to convert all bid prices expressed in various currencies into a single currency is:<br>The source of exchange rate shall be: The Central Bank of Lesotho.<br>The date for the exchange rate shall be: N/A |
| **ITB 33.1** | 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. |

| Instructions to Bidders Reference | Data relevant to the ITB |
|---|---|
| **ITB 33.3** | The Bidder shall submit with its bid the following documents to evidence that they qualify for a margin of preference and reservations:<br>• Identification Documents of shareholders,<br>• Certificate of Incorporation.<br>• Share certificates. |
| **F. Award of Contract** | |
| **ITB 42.1** | The Advance Payment shall be limited to Nill (0%) of the Contract Price. |

# Section 3. Evaluation Methodology and Criteria

## Procurement Reference Number:

## A Evaluation Methodology

### 1. Methodology Used

1.1 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 eligible Bidders in accordance with ITB Clause 4.

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

(a) a copy of the Bidder's Trading licence or equivalent and a copy of the Bidder's Certificate of Registration or equivalent.

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

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

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

(e) fulfilment of obligations to pay taxes and social security contributions in Lesotho where applicable. (Valid Tax Clearance)

### 4. Administrative Compliance Criteria

4.1 The evaluation of Administrative Compliance shall be conducted in accordance with ITB Sub-Clauses 30.3 and 30.4.

## C Detailed Evaluation Criteria

### 5. Commercial Criteria

5.1 The commercial responsiveness of bids shall be evaluated in accordance with ITB Clause 31. The criteria shall be:

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

(b) acceptable mobilisation period.

### 6. Technical Criteria

6.1 Technical responsiveness shall be evaluated in accordance with ITB Clause 31.

6.2 The Terms of Reference detail 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

### 6. Costs to be included in Bid Price

6.1 The financial comparison shall be conducted in accordance with ITB Clause 34. The costs to be included in the bid price bid are:

(a) the unit and total rates in the Price Schedule;

(b) taxes, duties and levies;

### 7. Margin of Preference

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.

7.1 If the BDS specifies the application of a margin of preference for the purpose of bid comparison, the following procedures will apply:

7.2 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' declarations in the Bid Submission Sheet and supporting evidence.

7.3 The Procuring entity will then add the following margins to the evaluated bid price, as determined in accordance with paragraph 6.1 above, for the purpose of further comparison only:

(a) seven (7) percent of the bid price to all bids in Group C;
(b) four (4) percent of the bid price to all bids in Group B.

7.4 The lowest-evaluated bid shall be determined using the adjusted bid prices including added margins.

**8. Determination of Best Evaluated Bid or Bids**

8.1 The bid with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the best evaluated bid.

## E Post-qualification

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

| Criterion | Description | Measure |
|---|---|---|
| Organisational capacity | Specific experience of the firm relevant to the assignment. | i. Number of entities of similar nature, to whom service was delivered and completed. |
| Key personnel Experience | Relevant experience of staff | i. General qualifications<br>ii. Adequacy for the assignment.<br>iii. Experience in region and language |
| Adequacy of the proposed services, approach, resources and work plan in responding to the Terms of Reference. | | i. Resources allocation.<br>ii. Shift plans to ensure uninterrupted service. |

# Section 4. Bidding Forms

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**Standard Bid Forms**

**1. Bid Submission Sheet ..... 29**
**2 Bid Security ..... 33**
**4. Price Schedule ..... 35**
**5 Qualification Form ..... 36**

*[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. It should be included by the Bidder in its bid]*

# 1. 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 issuing date of each Addenda*];

(b) We offer to provide the services in conformity with the Bidding Document for the [*insert a brief description of the Services*];

(c) The total price of our Bid is: [insert the total bid price in words and figures, indicating the amounts and currency]; This amount is exclusive of local taxes which we have estimated at [insert amount in words and figures];

(d) Our bid shall be valid until the date specified in ITB Sub-Clause 18.1 and it shall remain binding upon us and may be accepted at any time before that date;

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

(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. Registered bidders should indicate their registration number];*

(h) We, including any associates or Joint Venture partners for any part of the contract, have nationals from the following eligible countries; *[Insert details]*

(i) We are eligible for a Margin of Preference in accordance with ITB Clause 33 and are eligible for inclusion in *[insert Group A or Group B as appropriate]* and enclose documentary evidence of our eligibility;

*[or]*

We are not eligible for a Margin of Preference in accordance with ITB Clause 33;

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

(k) 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, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*];

| Name and address of Recipient | Purpose/Reason | Currency and Amount |
|---|---|---|

| | | |
|---|---|---|
| | | |
| | | |
| | | |

*[If none has been paid or is to be paid, indicate "none"]*

(l) We are not participating, as Bidders, in more than one bid in this bidding process;

(m) We, including any subcontractors, do not have any conflict of interest as detailed in ITB Clause 4.4;

(n) 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 in Lesotho from participating in public procurement;

(o) Our Bid is binding upon us, subject to modifications agreed during any contract negotiations;

(p) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

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

In the capacity of *[insert legal capacity of person signing the bid]*

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

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

**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 supplies of high quality and accept full responsibility for all works, services or supplies 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.

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**AUTHORISED SIGNATORY** **NAME OF BIDDER**

*[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].*

# 2. Bid Security (Not Required)

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]* for Procurement Reference number *[insert Procurement Reference number]* for the supply of *[insert brief description of the 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 the amount and currency of the bid security] [specify the amount and currency in figures]*, 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 18.3; 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 39; or
   (b) furnish the Performance Security, in accordance with the ITB Clause 41; or
   (c) accept the correction of its bid by the Procuring Entity, pursuant to ITB Clause. 29;

   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 in accordance with ITB Clause 19.3]*, 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 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]*

**[Use Bidder's Letterhead]**
**[Name of Bidder]**
**[Physical Address of Bidder]**

# 3. Bid-Securing Declaration (Required)

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

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

We, the undersigned, declare that:

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

2. We accept that we may 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:

(d) have withdrawn our bid during the period of bid validity specified by us in the Bid Submission Sheet or
(e) having been notified of the acceptance of our bid by the Procuring entity during the period of bid validity (i) fail or refuse to execute the Contract if required or (ii) fail or refuse to furnish the Performance Security in accordance with ITB Clause 41; or (iii) fail or refuse to accept the correction of our bid by the Procuring entity, pursuant to ITB Clause 29;

3. We understand this Bid Securing Declaration shall remain valid and including *[insert date in accordance with ITB Clause 19.3]*

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)

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

*[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].*

# 4. Price Schedule

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]*

| Activity | Input Qty | Unit of measure | Unit Price | Total Price |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Local Taxes | | | | |
| | | | | |
| **Total bid price** | | | | |

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]*

*[This Qualification Form should be submitted for the Bidder. The form should be on the letterhead of the Bidder and should be signed by a person with the proper authority to sign. It should be included by the Bidder in its bid, if so stated in Section 3.*
*The information will be used for purposes of post-qualification or for verification of pre-qualification. This information will not be incorporated in the Contract. Attach additional pages as necessary.*
*Refer to Section 3, Evaluation Methodology and Criteria for details of the criteria to be met and information to be completed].*

# 5. Qualification Form

| **Name of Bidder:** | |
|---|---|

1. The work performed providing Services of a similar nature and value over recent years is: *[List also details of Services under way or committed, including expected completion date.]*

| **No** | **Name of Client and Contact Person** | **Type of Work Performed** | **Duration and Dates of Contract** | **Value of contract** |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

2. The major items of equipment proposed for carrying out the Services are:

| **Item of Equipment** | **Description, make and age (years)** | **Condition (new, good, poor) and number available** | **Owned, leased, or to be purchased** |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

3. The qualifications and experience of key personnel proposed for administration and execution of the Contract are: *[Attach biographical data.]*

| Position | Name | Years of Experience (general) | Year of Experience in proposed position |
|---|---|---|---|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |

4. Banks that may provide references if contacted by the Procuring entity are: *[State name, address and telephone, telex and facsimile numbers]*

5. Additional qualification information is attached, as required.

We, the undersigned, declare that

(a) the information contained in and attached to this form is true and accurate as of the date of bid submission:

or *[delete statement which does not apply]*

(b) the originally submitted pre-qualification information remains essentially correct as of the date of bid submission.

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

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

# Section 5. Eligible Countries

## Procurement Reference Number:

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 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 Services from that country or any payments to persons or entities in that country.

# Section 6. Statement of Requirements

**Procurement Reference Number: LPB/0002/26**

**Terms of Reference: Provision of Security Services for LPB premises, in all branches, agencies, and ATMs across the country.**

## 1. BACKGROUND OF THE ASSIGNMENT

The Lesotho Public PostBank is a wholey state-owned enterprise that exists to combine sound commercial discipline with a clear developmental mandate, delivering meaningful impact that goes beyond traditional banking services. As part of its operational requirements, the LPB seeks to procure professional security services to safeguard its personnel, assets, information, and premises. The provision of reliable security services will ensure a safe and secure working environment, support business continuity, and promote confidence in safety and security to clients, staff, stakeholders, and visitors.

## 1. OBJECTIVE OF THE ASSIGNMENT

To safeguard security of all LPB branches, offices, agencies, and ATMs and other operation sites at all times.

## 2. SCOPE OF WORK

The security company will generally be expected to offer twenty-four hours armed security services including weekends and public holidays on all LPB operating sites, offices, branches, and ATMs throughout the country.

## 3. REQUIREMENTS

**A**

1. **Unarmed** daily and night Guards during the weekends and holidays with ability to communicate in both English and Sesotho;
2. LCA certificate to operate Radios
3. Mag Touch points (**Five check points**) with trace data for reference
4. Armed Local Emergency Response Teams
5. Firearm licence certificates

**B**

The company is requested to;

1. Have a minimum experience of five years,
2. Attach a company profile,

3. Company Registration Documents (certificate of incorporation and company extracts)
4. Proof of residence of the company (sub-lease agreement or land act lease)
5. Certified copies of director's passports/ID
6. Attach a valid and relevant traders license
7. Attach a valid tax clearance certificate.
8. Attach Vat certificate if bidder is a Vat vendor.
9. Provide three reference letters of which at least one should be from the current client and not more than six months old from date of submission.

## 4. LOCATION AND PERIOD OF EXECUTION

- The assignment will be conducted at the following locations:

| No. | Location | District | Number of guards |
|---|---|---|---|
| 1 | Kingsway Road Mafike House | Maseru | 4 |
| 2 | Maseru Mall | Maseru | 2 |
| 3 | Bonhomme Main North (A1) Road | Maseru | 2 |
| 4 | Mookoli | Maseru | 2 |
| 5 | Borokhoaneng | Maseru | 2 |
| 6 | Masianokeng Health | Maseru | 2 |
| 7 | Roma | Maseru | 2 |
| 8 | Thetsane | Maseru | 2 |
| 9 | Border gate | Maseru | 2 |
| 10 | Pioneer Mall | Maseru | 2 |
| 11 | Sefika Complex | Maseru | 2 |
| 12 | Machache Post Office Building | Maseru | 2 |

| | | | |
|---|---|---|---|
| 13 | Marakabei | Maseru | 2 |
| 14 | Teba building | Berea | 2 |
| 15 | Mapoteng Post Office Building | Berea | 2 |
| 16 | Teyateyaneng Road | Berea | 2 |
| 17 | K2s Building | Mokhotlong | 2 |
| 18 | Mapholaneng Post Office building | Mokhotlong | 2 |
| 19 | Mapholaneng Bus Stop | Mokhotlong | 2 |
| 20 | Alliance Complex | Mokhotlong | 2 |
| 21 | Post Office Building | Mafeteng | 2 |
| 22 | Shoprite | Mafeteng | 2 |
| 23 | M & G Complex | Mohale`s Hoek | 2 |
| 24 | Portman's Building | Mohale's Hoek | 2 |
| 25 | Post Office building | Quthing | 2 |
| 26 | Fuleng | Quthing | 2 |
| 27 | Mount Moorosi Post Office Building | Quthing | 2 |
| 28 | Post Office Building | Qacha`s Nek | 2 |
| 29 | Post Office Building | Semonkong | 2 |
| 30 | Hlotse Post Office Building | Leribe | 2 |
| 31 | Shoprite | Leribe | 2 |
| 32 | Mohloling | Leribe | 2 |
| 33 | Pitseng | Leribe | 2 |
| 34 | Lejone | Leribe | 2 |

| | | | |
|---|---|---|---|
| 35 | Katse Business Centre | Leribe | 2 |
| 36 | A & J Building, Maputsoe | Leribe | 2 |
| 37 | Post Office Building | Thaba-Tseka | 2 |
| 38 | Village Walk Complex | Botha Bothe | 2 |
| | | Total | 78 |
| | | | |

**5. COMPANY EMPLOYEES**

**Education and Experience of the guards to be provided; (Attach one-page CVs per guard and Certificates.)**

*To perform this job successfully, the incumbents must meet the following requirements:*

1. At least three years' experience working for a security company.
   And
2. High school certificate (C.O.S.C) or equivalent of not less than 3 years Or
3. Minimum of JC Certificate plus at least five years related experience.

# Section 7: General Conditions of Contract for the Procurement of Non-Consultancy Services

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# Section 7: General Conditions of Contract for the Procurement of Non-Consultancy Services

## A General Provisions

### 1 Definitions

1.1 The headings and titles of these General Conditions of Contract shall not limit, alter or affect the meaning of the Contract.

1.2 Unless the context otherwise requires, the following words and terms shall have the meanings assigned to them:

(a) "Contract" means the Agreement entered into between the Parties and includes the Contract Documents.

(b) "Contract Documents" means the documents listed in the GCC, including all attachments, appendices, and all documents incorporated by reference therein, and shall include any amendments thereto.

(c) "Contract Price" means the sum stated in the Agreement representing the total amount payable for the provision of the Services.

(d) "Day" means working day. "Month" means calendar month.

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

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

(g) "Party" means the Procuring entity or the Provider, as the case may be, and "Parties" means both of them.

(h) "Personnel" means persons engaged by the Provider or by any Sub-contractor as employees and assigned to the performance of the Services or any part thereof;

(i) "Procuring entity" means the entity purchasing the 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) "SCC" means the Special Conditions of Contract.

(l) "Services" means the services to be performed by the Provider as described in the 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 Services to be provided or execution of any part of the Services is subcontracted by the Provider.

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

1.3 The word "Government" shall mean the Government of the Republic of Lesotho.

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

1.5 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent between the Procuring entity and the Provider.

**2 Corrupt Practices**

2.1 It is the Government of Lesotho's policy to require that Procuring Entities, as well as Bidders under Government financed contracts, observe the highest standards 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.

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

2.3 In pursuit of the policy defined in GCC Clause 2.1, the Procuring entity may terminate a Contract for Services 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, without the Procuring entity having taken timely and appropriate action satisfactory to the Government of Lesotho to remedy the situation.

## B The Contract

**3 Contract Documents**

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

(a) Agreement,

(b) Provider's Bid as amended by 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.

All documents forming the Contract are intended to be correlative, complementary, and mutually explanatory.

3.2 No amendment, modification or other variation of the Contract shall be valid unless an Amendment to Contract is made in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto.

3.3 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.

3.4 Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Procuring entity or the Provider may be taken or executed by the authorised representatives specified in the SCC.

3.5 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. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

**4 Governing Law**

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

**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 the language specified in the SCC.

**6 Notices**

6.1 Any notice, request or consent required or permitted to be given or made pursuant to the Contract shall be in writing. Any such notice shall be deemed to have been given when delivered to the authorised representative of the Party at the address specified in the SCC.

6.2 A Party may change its address for notice hereunder by giving the other Party notice of such change.

**7 Assignment**

7.1 The Procuring entity or the Provider shall not assign, in whole or in part, their obligations under this Contract, except with the prior written consent of the other party.

**8 Subcontracting**

8.1 The Provider shall request approval in writing from the Procuring entity of all subcontracts awarded under the Contract that are not included in the Contract. Subcontracting shall in no

event relieve the Provider from any of its obligations, duties, responsibilities or liability under the Contract.

8.2 Subcontracts shall comply with the provisions of GCC Clauses 2 and 27.

**9 Change Orders and Contract Amendments**

9.1 The Procuring entity may at any time request the Provider through notice in accordance with GCC Clause 6, to make changes within the general scope of the Contract.

13.2 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 Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Provider for adjustment must be asserted within twenty-eight days from the date of the Provider's receipt of the Procuring entity's change order.

13.3 Prices to be charged by the Provider for any additional Services or any related Supplies or Works 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.

**10 Change in Laws**

10.1 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 Statement of Requirements and/or the Contract Price, then such Statement of Requirements 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 contract amendment provisions in accordance with GCC Clause 9 or price adjustment in accordance with GCC Clause 23.

**11 Taxes and Duties**

11.1 The Provider shall bear and pay all taxes, duties, and levies imposed on the Provider, by all municipal, state or national government authorities, both within and outside Lesotho, in connection with the provision of the Services to be supplied under the Contract.

11.2 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 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.

## 12 Force Majeure

12.1 For the purposes of the Contract, "Force Majeure" shall mean an event or events which are beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

12.2 Force Majeure shall not include

(a) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-contractors or agents or employees; nor

(b) any event which a diligent Party could reasonably have been expected to both:

(i) take into account from the effective date of the Contract; and

(ii) avoid or overcome in the carrying out of its obligations; nor

(c) insufficiency of funds or failure to make any payment required hereunder.

12.3 The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, the Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Contract.

12.4 A Party affected by an event of Force Majeure shall take all reasonable measures to

(a) remove such Party's inability to fulfil its obligations hereunder with a minimum of delay; and

(b) minimise the consequences of any event of Force Majeure.

12.5 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

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

12.7 Not later than thirty (30) days after the Provider, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing appropriate measures to be taken in the circumstances.

## 13 Suspension of Assignment

13.1 The Procuring entity may, by written notice of suspension of the assignment to the Provider, suspend all payments to the Provider hereunder if the Provider fails to perform any of its obligations under the Contract, including the carrying out of the Services, provided that such notice of suspension shall:

(a) specify the nature of the failure; and

(b) request the Provider to remedy such failure within a period not exceeding thirty days after receipt by the Provider of such notice of suspension.

**14 Termination**

14.1 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 14.1 (a) to (g), terminate the Contract if:

(a) the Provider fails to remedy a failure in the performance of its obligations as specified in a notice of suspension of assignment pursuant to GCC Clause 13 within thirty days of receipt of such notice of suspension of assignment 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) in such event, termination will be without compensation to the provider, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring entity;

(c) the Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 17 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; or

(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.

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

14.2. Termination for Convenience

(a) The Procuring entity, by notice sent to the provider, may terminate the Contract, in whole or in part at any time, for its convenience. The notice of Termination shall specify that the termination is for the Procuring entity's convenience, the extent to which performance of the provider under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Supplies that are complete and ready for shipment within twenty-eight (28) days after the Provider's receipt of notice of termination shall be accepted by the Procuring

entity at the Contract terms and prices. For the remains supplies, the Procuring entity may elect:

(i) to have any portion completed and delivered at the Contract terms and Prices: and/or

(ii) to cancel the remainder and pay to the Provider an agreed amount for partially completed Supplies and related services and for materials and parts previously procured by the provider.

14.3 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 14.2 (a) to (d) terminate the Contract if:

(a) the Procuring entity fails to pay any money due to the Provider pursuant to the Contract and not subject to dispute pursuant to GCC Clause 17 within thirty days after receiving written notice from the Provider that such payment is overdue;

(b) 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;

(c) 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

(d) the Procuring entity fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 17 hereof.

14.4 If either Party disputes whether an event specified GCC Clauses 14.1 or GCC Clause 14.2 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 17 and the Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

**15 Cessation of Rights and Obligations or Services**

15.1 Upon termination of the Contract pursuant to GCC Clause 14, or upon completion of the Services pursuant to GCC Clause 20 hereof, all rights and obligations of the Parties hereunder shall cease, except:

(a) such rights and obligations as may have accrued on the date of termination or completion;

(b) the obligation of confidentiality set forth in GCC Clause 3;

(c) the Provider's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Sub-Clause 2.2; and

(d) any right which a Party may have under the Governing Laws.

**16 Cessation of Services**

16.1 Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clause 14 the Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

**17 Settlement of Disputes**

17.1 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 or interpretation thereof.

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

**18 Liquidated Damages**

18.1 If so stated in the SCC, the Provider shall pay liquidated damages to the Procuring entity at the rate per day stated in the SCC for each day that the Completion Date is later than the Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring entity may deduct liquidated damages from payments due to the Provider. Payment of liquidated damages shall not affect the Provider's liabilities.

18.2 If the Completion Date is extended after liquidated damages have been paid, the Procuring entity shall correct any overpayment of liquidated damages by the Provider by adjusting the next payment certificate.

**19 Commencement of Services**

19.1 The Provider shall commence the Services within the time period after the date of the Agreement whichever is the earlier which shall be detailed in the SCC.

19.2 If the Contract has not become effective within such time period after the date of Contract stated in GCC Sub-Clause 19.1, either Party may, by not less than four weeks' written notice to the other Party, declare the Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

**20 Completion Period and Completion of the Services**

20.1 The period for the completion or the period within which the Services are required to be performed shall be detailed in the SCC. The completion period shall commence from the date of the commencement of the Services detailed in GCC Sub-Clause 19.1.

20.2 The completion of the Services shall be in accordance with the Agreement.

**C Obligations of the Procuring entity**

**21 Provision of Information and Assistance**

21.1 The Procuring entity shall supply the Provider with any information or documentation at its disposal which may be relevant to the performance of the contract. Such documents shall be returned to the Procuring entity at the end of the period of the Contract.

21.2 The Procuring entity shall issue to its employees, agents and representatives all such instructions as may be necessary or appropriate to facilitate the prompt and effective performance of the Services.

21.3 The Procuring entity shall give the Provider access to its premises, where required for the performance of the Services, and assist the Provider with any security documentation

necessary at the premises where the Services are to be performed in accordance with the Contract.

## D Payment

### 22 Contract Price

22.1 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.

22.2 The Contract Price shall include the total cost for performing the Services and shall include payments for all Personnel, materials and supplies used for the Services and any other overhead or incidental costs except any costs specifically excluded and described in the SCC.

22.3 The Contract Price shall be paid in accordance with the payment schedule in the SCC.

22.4 The Contract Price may only be increased if the Parties have agreed to additional payments by contract amendment in accordance with GCC Clause 9.

### 23 Price Adjustments

23.1 Contracts shall be at fixed prices which shall not be revised or varied.

### 24 General Payment Procedure

24.1 In consideration of the Services performed by the Provider under the Contract, the Procuring entity shall make to the Provider such payments in such manner as is provided by the Contract.

24.2 Payments made by the Procuring entity shall be made in response to requests for payment made by the Provider. The Provider's request for payment shall be made to the Procuring entity in writing by production of an invoice supported by the documentation required and as specified in the SCC.

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

24.4 The Procuring entity shall not unreasonably withhold any undisputed portion of a request for payment. The Procuring entity shall notify the Provider of the inadmissibility of a request for payment due to an error, discrepancy, omission or any other reason so that the Parties may resolve such error, discrepancy, omission or other fault and agree a solution to enable payment of the corrected request for payment. Only such portion of the request for payment that is inadmissible may be withheld from payment. Should any discrepancy be found to exist between actual payment made and costs authorised to be incurred by the Provider, the Procuring entity may add or subtract the difference from any subsequent payments.

24.5 Any amount which the Procuring entity has paid or caused to be paid which is in excess of the amounts actually payable in accordance with the provisions of the Contract, shall be reimbursed by the Provider to the Procuring entity within thirty days after receipt by the Provider of a notice thereof. Any such claim by the Procuring entity for reimbursement

must be made within twelve months after receipt by the Procuring entity of a final statement approved by the Procuring entity.

**25 Advance Payment Guarantee**

25.1 Unless otherwise stated in the SCC, where any payment is made in advance of performance of 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.

25.2 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.

25.3 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.

**E Obligations of the Provider**

**26 Obligations of the Provider**

26.1 The Provider shall perform the Services under the contract with due care, efficiency and diligence, in accordance with best professional practices.

26.2 The Provider shall respect and abide by all laws and regulations in force. The Provider shall indemnify the Procuring entity against any claims and proceedings arising from any infringement by the Provider, its sub-contractors or their employees of such laws and regulations.

26.3 The Provider shall ensure that services conform to applicable environmental and quality standards, that no chemical or other product/equipment is used in such a way as to cause negative impact on the environment in general and occupational health hazards for the personnel of the Procuring entity in particular, and shall employ the most recent technology, safe and effective equipment, machinery, materials and methods, as necessary. The Provider shall always act, in respect of any matter relating to this Contract, to safeguard the Procuring entity's legitimate interests, pursuant to Conditions of this Contract

26.4 The Provider shall obtain the Procuring entity's prior approval in writing before taking any of the following actions:

a) entering into a subcontract for the performance of any part of the Services, it being understood that the Provider shall remain fully liable for the performance of the Services by the Sub-contractor and its Personnel pursuant to the Contract;

(b) any other action that may be specified in the SCC.

26.5 The Provider shall furnish the Procuring entity with any personnel data or information required by the Procuring entity to arrange the provision of documentation required in accordance with GCC Clause 21.3.

**27 Eligibility**

27.1 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.

27.2 The Provider and its Sub-contractors shall provide Personnel who shall be citizens of eligible countries and use supplies with their origin from an eligible country.

**28 Code of Conduct**

28.1 The Provider shall at all times refrain from making any public statements concerning the Services without the prior approval of the Procuring entity, and from engaging in any activity which conflicts with its obligations towards the Procuring entity under the contract. It shall not commit the Procuring entity without its prior written consent, and shall, where appropriate, make this obligation clear to third parties.

**29 Indemnification**

29.1 At its own expense, the Provider shall indemnify, protect and defend, the Procuring entity, its agents and employees, from and against all actions, claims, losses or damage arising from any act or omission by the Provider in the performance of the Services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trade marks and other forms of intellectual property such as copyrights.

29.2 At its own expense, the Provider shall indemnify, protect and defend the Procuring entity, its agents and employees, from and against all actions, claims, losses or damages arising out of the Provider's failure to perform its obligations provided that:

(a) the Provider is notified of such actions, claims, losses or damages not later than 30 days after the Procuring entity becomes aware of them;

(b) the ceiling on the Provider's liability shall be limited to an amount equal to the contract value, but such ceiling shall not apply to actions, claims, losses or damages caused by the Provider's wilful misconduct;

(c) the Provider's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.

29.3 The aggregate liability of the Provider to the Procuring entity shall not exceed the total contract value or such other amount specified in the SCC.

29.4 The Provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

a) the Procuring entity omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Provider, or requiring the Provider to implement a decision or recommendation with which the Provider disagrees or on which it expresses a serious reservation; or

b) the improper execution of the Provider's instructions by agents, employees or independent contractors of the Procuring entity.

29.5 The Provider shall remain responsible for any breach of its obligations under the contract for such period after the Services have been performed as may be determined by the law governing the contract.

**30 Insurance to be Taken Out by the Provider**

30.1 The Provider shall take out, maintain and shall cause any Sub-contractors to take out and maintain, at their own cost insurance coverage against the risks and on terms and conditions approved by the Procuring entity as shall be specified in the SCC.

29.2 The Provider shall at the Procuring entity's request, provide evidence to the Procuring entity showing that such insurance has been taken out and maintained.

**31 Accounting, Inspection and Auditing**

31.1 The Provider shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and costs.

**F Performance of the Services**

**32 Scope of Services**

32.1 The Services to be provided shall be as specified in the Statement of Requirements in the Contract.

32.2 The Services shall be performed at such locations as are specified in the Statement of Requirements.

**33 Provider's Personnel**

33.1 The Provider shall employ and provide such qualified and experienced Personnel and Sub-contractors as are required to carry out the Services. The Provider shall be responsible for the performance of the Personnel.

33.2 If required by the Agreement, the Provider shall ensure that a manager, acceptable to the Procuring entity, takes charge of the performance of the Services.

**34 Working hours of the Personnel**

34.1 Where the Services are performed on a regular basis at the premises of the Procuring entity, the Provider shall work the hours agreed with the Procuring entity where not specified in the Statement of Requirements or the SCC.

**35 Replacement of Personnel**

35.1 If the Procuring entity requests the Provider to remove a person who is a member of the Providers staff or work force, stating the reasons, the Provider shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

**36 Performance Security**

36.1 If so stated in the SCC, the Provider shall, within twenty-eight (28) 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.

36.2 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.

36.3 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.

36.4 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, unless specified otherwise in the SCC.

# Section 8 Special Conditions of Contract

| GCC clause reference | Special Conditions of Contract |
|---|---|
| | The Procurement Reference Number is: **LPB/0002/26** |
| **GCC 1.2(e)** | **Eligible Countries:** The Eligible Countries are those listed in Section 5 of the Bidding Document. |
| **GCC 3.1(f)** | The other documents forming part of the Contract are: Forms and documents comprising the bid document |
| **GCC 3.4** | **Authorised Representatives:** The Authorised Representatives are:<br>For the Procuring entity: TBD<br>For the Provider: TBD |
| **GCC 4.1** | **Law:** The Governing Law shall be the Law of Lesotho. |
| **GCC 5.1** | **Language:** The language of the contract shall be English |
| **GCC 6.1** | For **notices**, the Procuring entity's address shall be:<br>Attention: Managing Director<br>Name of PE: Lesotho PostBank<br>Street Address: Kingsway Road<br>Floor/Room number: 2nd Floor, Mafike House<br>Town/City: Maseru<br>Country: Lesotho<br>Telephone: 2221 3950<br>Email address: tenders@lpb.co.ls<br><br>For **notices**, the Provider's address shall be: TBD<br>Attention:<br>Street Address:<br>Floor/Room number:<br>Town/City:<br>PO Box:<br>Country:<br>Telephone:<br>Facsimile number:<br>Email address: |
| **GCC 17.2** | **Dispute settlement:** The Dispute settlement shall be the Arbitration Act of Lesotho. |
| **GCC 18.1** | Liquidated Damages Shall apply.<br>The liquidated damage shall be: 0.05% per week<br>The maximum amount of liquidated damages shall be: 10% |

| GCC clause reference | Special Conditions of Contract |
|---|---|
| **GCC 19.1** | **Commencement:** The Period within which Services shall have commenced following the date of the Agreement is: 01st December, 2026 |
| **GCC 20.1** | **Completion:** The Services shall be completed by/shall be performed for a period of: Twenty-four (24) Months.<br>December 2026 – November 2028: Base period |
| **GCC 22.2** | **Excluded costs:** The following costs are excluded from the Contract Price: N/A |
| **GCC 22.3** | **Payment Schedule:** The payment schedule shall be: Last day of every Month |
| **GCC 24.2** | **Documentation for Payment:** The following documentation shall be required to support invoices requesting payments: TBD |
| **GCC 24.3** | **Payment Period:** Payment shall be made by the Procuring entity within 30 days of receipt of the invoice and the relevant documents specified in Clause 24.2. |
| **GCC 25.1** | An Advancement Payment Guarantee shall/shall not be required.<br>The amount of the Advance Payment Guarantee shall be: N/A<br>The period of validity of the Advance Payment Guarantee shall be: N/A |
| **GCC 26.4(b)** | **The Procuring entity's prior approval:** The Procuring entity's prior approval is also required for: |
| **GCC 29.3** | **Total Liability:** The total liability under the Contract shall be |
| **GCC 30.1** | **Insurance taken out by Provider:** The risks and coverage shall be:<br>(i) Third Party motor vehicle<br>(ii) Third Party liability<br>(iii) Employer's liability and workers' compensation<br>(iv) Professional liability<br>(v) Loss or damage to equipment and property<br>(vi) Other |
| **GCC 34.1** | **Working hours:** The working hours for the Provider shall be**:** 06:00am to 18:00Hrs shift, and 18:00 Hrs – 06:00 Hrs |
| **GCC 36.1** | **Performance Security:** A Performance Security N/A be required.<br>The amount and currency of the Performance Security is: N/A |
| **GCC 36.3** | **Form of Performance Security:** The forms of acceptable Performance Security are: N/A |
| **GCC 36.4** | **Discharge of Performance Security:** The Performance Security shall be discharged: N/A |

# Section 9. Contract Forms

## Table of Forms

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# Agreement

## For Lump Sum Contracts

Procurement Reference No: _____

This Agreement is made the _____day of the month of _____, _____,

between _____ of

(hereinafter called the "Procuring entity") and _____

of _____ (hereinafter called the "Provider").

WHEREAS

(a) the Procuring entity has requested the Provider to provide certain services (hereinafter called the "Services") as defined herein and attached to this Contract;

(b) the Provider having represented to the Procuring entity that it has the required skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree 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 Services 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 Services, the Contract Price of _____ 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 Contract to be signed in their respective names as of the day and year first above written.

Signed by _____(for the Procuring entity)

Name:_____ Authorised Representative

Position:_____

In the presence of:

Name: _____ Position: _____

Signed by _____ (for the Provider)

Name:_____ Authorised Representative

Position:_____

In the presence of:

Name: _____ Position: _____

# Appendices (Required)

**Appendix A** **Statement of Requirements**

**Appendix B** **Breakdown of Contract Price in Lesotho Loti**

| Activity | Input Qty | Unit of measure | Unit Price | Total Price |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| **Total Contract Price** | | | | |

*[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 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.

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]*