



**REQUEST FOR TENDERS  
(SMALL WORKS)**

**FOR**

**CUSTOMISATION, TRANSPORTATION AND ERECTION OF A  
SHIPPING CONTAINER AND EXTENSION AND  
RENOVATION OF EXISTING OFFICE FOR ROAD FUND  
BORDER FACILITIES**

**IFB No: RF/2025/W02**

**FEBRUARY 2026**

# Contents

<b>SECTION I - INSTRUCTIONS TO TENDERERS .....</b>	<b>3</b>
<b>SECTION II - TENDER DATA SHEET (TDS) .....</b>	<b>22</b>
<b>SECTION III - EVALUATION AND QUALIFICATION CRITERIA.....</b>	<b>24</b>
<b>SECTION IV - TENDER FORMS .....</b>	<b>25</b>
<b>SECTION V PRICE SCHEDULE FORMS.....</b>	<b>35</b>
<b>SECTION VI SITE VISIT AND BIDDERS' CONFERENCE SCHEDULES.....</b>	<b>41</b>
<b>SECTION VII TECHNICAL SPECIFICATIONS.....</b>	<b>43</b>

## Section I - Instructions to Tenderers

### A. General

#### 1. Introduction

As part of the preparations for the upcoming toll operation takeover, there is a critical need to establish adequate on-site infrastructure to support both operational and administrative functions. The transition will involve coordinating toll activities, which necessitates the availability of suitable office and accommodation facilities at the toll sites.

To address these requirements effectively and within a limited timeframe, vendors are invited to **customise, transport and erect a shipping container and extend and renovate existing office**. These facilities will provide essential workspaces for operational staff, supervisors, and administrative teams, enabling the efficient management of daily toll operations.

The provision of prefabricated infrastructure will ensure that all necessary facilities are in place and fully operational prior to the official commencement of tolling activities

#### 2. Scope of Work

- Construction of slabs (excavation, steel fixing, concrete pouring). Slabs are to be constructed at site.
- The shipping container units will be used for office space. Road Fund already owns a 3M X 6M shipping container which is located at Maseru bridge. The container needs to be transported from Maseru to Qacha's Nek bridge. The container is to be customised, delivered, erected and commissioned. The scope includes all works (electrification, connection to the main grid and sanitation) and to make sure it is functional and ready for handover.
- The existing office building will be demolished on one side; extension will be made on the demolished side of the existing building and there will be a provision for a window and door. The new building will be plastered, and paint works will be done on the interior and exterior walls of the entire building. There will also be installation of new carpet.

#### 3. Material

**Customised shipping container:** *Attached as Appendix 2*

**Slab/platform:** *Attached as Appendix 2*

### Utilities and Fittings

1. Electricity
2. Water Sinks
3. Air conditioning

### Utilities and Fittings – Existing Toll Booth/ Office

1. New Carpet
2. New Window
3. Extension of Building
4. Installation of New Lock

## 4. Deliverables

1. Construction of slabs/platforms
2. Customisation of shipping container unit
3. Transportation to the designated location
4. Erection and ensuring proper installation of the shipping container, including all necessary utility connections
5. Conducting quality checks and inspections to ensure compliance with specifications.

## 5. Timelines

Tender release date: **12<sup>th</sup> February 2026**

Site inspection/bidders' conference: **24<sup>th</sup> February 2026**

Deadline for Request for Clarification: **5<sup>th</sup> March 2026**

Deadline for submission of proposals: **20<sup>th</sup> March 2026**

## 6. Pricing

Bidders should provide a detailed breakdown of their pricing, including the cost of materials, labour, transportation, and any additional charges. The pricing should be inclusive of all taxes and duties. Any potential discounts or incentives should also be clearly mentioned.

## 7. Evaluation Criteria

The evaluation of proposals will be based on the following criteria:

- Compliance with mandatory requirements
- Compliance with specifications and requirements
- Previous experience and track record
- Pricing competitiveness
- Ability to meet the project timeline
- Quality of proposed materials and design

## 8. Submission of Proposals

For **Tender submission purposes** only, the Purchaser's address is: **Road Fund Secretariat**

Attention: **Procurement Committee secretary**  
Street Address: **Corner Moshoeshoe & Senate Roads,**  
Area Address: **Industrial Area**  
City: **Maseru**  
Code: **100**  
Country: **Lesotho**

**The deadline for Tender submission is:**

Date: **20<sup>th</sup> March 2026**

Time: **10:30hrs**

Tenderers **shall not** have the option of submitting their Tenders electronically.

## 9. Fraud and Corruption

The Government requires compliance with its Anti-Corruption Laws and Guidelines and its prevailing sanctions policies and procedures as set forth in **Section 1.6(w) of the Road Fund Policy.**

### B. Contents of Tender Document

9.1 The Specific Procurement Notice - Invitation for Tenders (IFT) issued by the Employer is not part of this tender document.

## 10. Clarification of Tender Document, Site Visit, Pre-Tender Meeting

A Tenderer requiring any clarification of the tender document shall contact Procurement Office in writing at the following address [procurement@roadfund.org.ls](mailto:procurement@roadfund.org.ls) or raise its inquiries during the bidders' conference if provided for in accordance with ITT 5 on the bidders' conference: from the **24<sup>th</sup> February 2026.**

10.1. The Procurement Office will respond in writing to any request for clarification, provided that such request is received prior to the deadline (**5<sup>th</sup> March 2026**) for submission of Tenders within a period specified **in the ITT 5.** The *Procurement Office* shall forward copies of its response to all Tenderers who have acquired the tender document, including a description of the inquiry but without identifying its source. the Employer shall also promptly publish its response at the web page [www.roadfund.org.ls](http://www.roadfund.org.ls). Should the clarification result in changes to the essential elements of the tender document, the Employer shall amend the tender document according to **ITT 11**

## 11. Amendment of Tender Document

11.1 At any time prior to the deadline for submission of bids, the *Employer* may amend the tender document by issuing addenda.

11.2 Any addendum issued shall be part of the tender document and shall be communicated in writing to all who have obtained the tender document from the *Employer* in accordance with **ITT 11**. The *Employer* shall also promptly publish the addendum on the *Employer's* web page [www.roadfund.org.ls](http://www.roadfund.org.ls).

11.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the *Employer* may, at its discretion, extend the deadline for the submission of Tenders, pursuant to **ITT 11**

### C. Preparation of Tenders

#### 12. Cost of Tendering

12.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the *Employer* shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

#### 13. Language of Tender

13.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the *Employer*, shall be written in the **English** language specified.

#### 14. Documents Comprising the Tender

- 14.1 The Tender shall comprise the following:
- (a) **Valid Tax Clearance Certificates**
  - (b) **Valid Relevant Traders License**
  - (c) **Credit Line:** evidence that the bidder/tenderer has capital or lines of credit of at least 50% of own bid amount.
  - (d) Signed **Letter of Tender**;
  - (e) **Bill of Quantities/price schedule or Activity Schedule:**
  - (f) **Tender Security or Tender-Securing Declaration**, in accordance with ITT 20;
  - (g) **Authorization (Power of Attorney):** written confirmation authorizing the signatory of the Tender to commit the Tenderer.
  - (h) **Qualifications:** documentary evidence establishing the Tenderer's qualifications to perform the contract if its Tender is accepted.
  - (i) **Conformity:** a technical proposal: and
  - (j) **Bid Security:** 2% of contractor's own bid amount
  - (k) **Business Record:** information regarding **any litigation**, current or during the last five years, in which the bidder is involved, the parties concerned,

and disputed amount. **Kindly state in writing even if you were not involved any litigation within the stipulated period.**

- (l) any other document required **in the TDS.**

**Non-compliance with the any of the requirements listed under clause 14.1, Invitation for bids and other requirements listed in this bidding document Shall invalidate the bid.**

14.2 In addition to the requirements under ITT 11.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.

### 15. Letter of Tender and Schedules

15.1 The Letter of Tender and Schedules shall be prepared using the relevant forms furnished in **Section IV**, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

### 16. Tender Prices and Discounts

16.1 The prices and discounts quoted by the Tenderer in the Letter of Tender and in the Activity Schedule or Bill of Quantities shall conform to the requirements specified below.

16.2 The Tenderer shall submit a Tender for the whole of the Works described in ITT 1.1 by filling in prices for all items of the Works, as identified in Section IV. Tendering Forms. In case of admeasurement contracts, the Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/price schedules. Items against which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities/price schedules.

16.3 The price to be quoted in the Letter of Tender, in accordance with ITT 12.1, shall be the total price of the Tender, excluding any discounts offered.

16.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the Letter of Tender in accordance with ITT 12.1.

16.5 Unless otherwise specified **in the TDS** and the Conditions of Contract, the prices quoted by the Tenderer shall be fixed. If the prices quoted by the Tenderer are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Tenderer shall furnish the indices and weightings for the price adjustment formulae in the Schedule of

Adjustment Data in Section IV- Tendering Forms and the Employer may require the Tenderer to justify its proposed indices and weightings.

16.6 If so specified in ITT 1.1, Tenders are invited for individual lots (contracts) or for any combination of lots (packages). Tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 14.4, provided the Tenders for all lots (contracts) are opened at the same time.

16.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the rates and prices<sup>1</sup> and the total Tender price submitted by the Tenderer.

### 17. Documents Comprising the Technical Proposal

17.1 The Tenderer shall furnish a technical proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section III, Tendering Forms, in sufficient detail to demonstrate the adequacy of the Tenderers' proposal to meet the work's requirements and the completion time.

### 18. Documents Establishing the Eligibility and Qualification s of the Tenderer

18.1 To establish Tenderer's eligibility, Tenderers shall complete the Letter of Tender, included in Section IV, Tendering Forms.

18.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV, Tendering Forms.

### 19. Period of Validity of Tenders

Tenders shall remain valid for the Tender Validity period **90 days**. The Tender Validity period starts from the date fixed for the Tender submission deadline Date: **20<sup>th</sup> March 2026 Time: 10:30hrs** (as prescribed by the Employer in accordance with **ITT 8**). A Tender valid for a shorter period shall be rejected by the *Employer* as nonresponsive.

19.1 In exceptional circumstances, prior to the expiration of the Tender validity period, the Employer may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 20, it shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its Tender Security. A

<sup>1</sup> In lump sum contracts, delete "rates and prices and the."

Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided.

19.2 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Tender validity period, the Contract price shall be determined as follows:

- (a) in the case of **fixed price** contracts, the Contract price shall be the Tender price adjusted by the factor specified **in the TDS**;
- (b) in the case of **adjustable** price contracts, no adjustment shall be made; or
- (c) in any case, Tender evaluation shall be based on the Tender price without taking into consideration the applicable correction from those indicated above.

## 20. Tender Security

20.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount of **2% of contractor's own bid amount in a form of Bank Guarantee**.

20.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.

20.3 *If a Tender Security is specified pursuant to ITT 20.1*, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer's option:

- (a) an unconditional guarantee issued by a bank.

20.4 If a Tender Security or Tender Securing Declaration is specified pursuant to ITT 19.1, any Tender not accompanied by a substantially *responsive* Tender Security or Tender-Securing Declaration shall be rejected by the Employer as non-responsive.

20.5 If a Tender Security is specified pursuant to ITT 19.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the Contract and furnishing the Performance Security pursuant to ITT 48.

20.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.

20.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:

- (a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Letter of Tender, or any extension thereto provided by the Tenderer; or
- (b) if the successful Tenderer fails to:
  - (i) sign the Contract in accordance with ITT 47; or
  - (ii) furnish a Performance Security in accordance with ITT 48.

20.8 The Tender Security or the Tender-Securing Declaration of a *JV* shall be in the name of the *JV* that submits the Tender. If the *JV* has not been constituted into a legally enforceable *JV*, at the time of Tendering, the Tender Security or the Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent mentioned.

## 21. Format and Signing of Tender

21.1 The Tenderer shall prepare one original of the documents comprising the Tender clearly mark it “**ORIGINAL**”. Tenderer shall submit **Three (03)** copies. clearly mark each of them “**COPY.**” In the event of any discrepancy between the original and the copies, the original shall prevail.

21.2 Tenderers shall mark as “**CONFIDENTIAL**” information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

21.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified **in the TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

21.4 In case the Tenderer is a *JV*, the Tender shall be signed by an authorized representative of the *JV* on behalf of the *JV*, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

21.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

## D. Submission and Opening of Tenders

## 22. Sealing and Marking of Tenders

- 22.1 The Tenderer shall deliver the Tender in a single, sealed envelope (one-envelope Tendering process). Within the single envelope the Tenderer shall place the following separate, sealed envelopes:
- (a) in an envelope marked “ORIGINAL”, all documents comprising the Tender, as described in **ITT 14**; and
  - (b) in an envelope marked “COPIES”, all required copies of the Tender; and
- 22.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Tenderer;
  - (b) be addressed to the Employer in accordance with ITT 8;
  - (c) bear the specific identification of this Tendering process ““(Insert lot number) (insert type of works) at (insert location) – IFB No.: RF/2025/W02” and
  - (d) bear a warning not to open before the time and date for Tender opening.
- 22.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Tender.

## 23. Deadline for Submission of Tenders

- 23.1 Tenders must be received by the *Employer* at the address and no later than the date and time specified in the **ITT 8. When so specified in the TDS**, Tenderers do not have the option of submitting their Tenders electronically.

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- 24.1 The *Employer* may, at its discretion, extend the deadline for the submission of Tenders by amending the tender document in accordance with ITT 8, in which case all rights and obligations of the *Employer* and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

## 25. Late Tenders

- 25.1 The *Employer* shall not consider any Tender that arrives after the deadline for submission of Tenders. Any Tender received by the *Employer* after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

## 26. Withdrawal, Substitution, and Modification of Tenders

- 26.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITT 20 and ITT 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION”; and
- (b) received by the Employer prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.

26.2 Tenders requested to be withdrawn in accordance with ITT 24.1 shall be returned unopened to the Tenderers.

26.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Letter of Tender or any extension thereof.

## 27. Tender Opening

27.1 Except in the cases specified in ITT 23 and ITT 24.2, the Employer shall publicly open and read out in accordance with this ITT, all Tenders received by the deadline, at the date, time and place specified **in the TDS**, in the presence of Tenderers’ designated representatives and anyone who chooses to attend. All Tenderers, or their representatives and any interested party may attend a public opening. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 22.1, shall be **as specified in the TDS**.

27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

27.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

27.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening.

27.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Price, per

lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security, or Tender Securing Declaration, if required; and any other details as the Employer may consider appropriate.

- 27.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Letter of Tender and the priced Schedules are to be initialed by representatives of the Employer attending Tender opening in the manner specified **in the TDS**.
- 27.7 The Employer shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders.).
- 27.8 The *Employer* shall prepare a record of the Tender opening that shall include, as a minimum:
- (a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
  - (b) the Tender Price, per lot (contract) if applicable, including any discounts;
  - (c) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required; and
  - (d) any alternative Tenders.
- 27.9 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Tenderers.

A3

### **E. Evaluation and Comparison of Tenders**

- 28. Confidentiality** 28.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on Intention to Award the Contract is transmitted to all Tenderers.
- 29.** 29.1 Any effort by a Tenderer to influence the Employer in the evaluation of the Tenders or Contract award decisions may result in the rejection of its Tender.
- 30. Clarification of Tenders** 31.1 To assist in the examination, evaluation, and comparison of the Tenders, and qualification of the Tenderers, the *Employer* may, at its discretion, ask any Tenderer for a clarification of its Tender given a reasonable time for a response. Any clarification submitted by a Tenderer that is not in response to a request by the *Employer* shall not be considered. The *Employer's* request for clarification and
- 31.**

the response shall be in writing. No change, including any voluntary increase or decrease in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the *Employer* in the evaluation of the Tenders.

31.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the *Employer's* request for clarification, its Tender may be rejected.

### **32. Deviations, Reservations, and Omissions**

32.1 During the evaluation of Tenders, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the tender document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tender document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.

### **33. Determination of Responsiveness**

33.1 The *Employer's* determination of a Tender's responsiveness is to be based on the contents of the Tender itself.

33.2 A substantially responsive Tender is one that meets the requirements of the tender document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) if accepted, would:
  - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
  - (ii) limit in any substantial way, inconsistent with the tender document, the *Employer's* rights or the Tenderer's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

33.3 The *Employer* shall examine the technical aspects of the Tender submitted in accordance with TDS, in particular, to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation, reservation or omission.

33.4 If a Tender is not substantially responsive to the requirements of the tender document, it shall be rejected by the *Employer* and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**34. Nonmaterial Nonconformities**

34.1 Provided that a Tender is substantially responsive, the *Employer* may waive any nonconformities in the Tender.

34.2 Provided that a Tender is substantially responsive, the *Employer* may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Tender related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

34.3 Provided that a Tender is substantially responsive, the *Employer* shall rectify quantifiable nonmaterial nonconformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by substantially responsive Tenderers. If the price of the item or component cannot be derived from the price of other substantially responsive tenders, the *Employer* shall use its best estimate.

**35. Correction of Arithmetical Errors**

35.1 Provided that the Tender is substantially responsive, the *Employer* shall correct arithmetical errors on the following basis:

- (a) only for admeasurement contracts, 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 *Employer* 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.

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36.1 Tenderers shall be requested to accept correction of arithmetical errors. Failure to accept the correction, shall result in the rejection of the Tender.

**37. Conversion to Single Currency**

37.1 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted into a single currency as specified **in the TDS**.

**38. Margin of Preference**

38.1 A margin of preference for domestic Tenderers **shall** apply.

**39. Subcontractors**

39.1 Unless otherwise stated **in the TDS**, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer, Financial Parts

39.2 The subcontractor's qualifications shall not be used by the Tenderer to qualify for the Works unless their specialised parts of the Works were previously designated by the Employer **in the TDS** as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Tenderer may be added to the qualifications.

39.3 Tenderers may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified **in the TDS**. Subcontractors proposed by the Tenderer shall be fully qualified for their parts of the Works.

**40. Evaluation of Tenders**

40.1 The Employer shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Employer shall determine the Most Advantageous Tender. This is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:

- (a) substantially responsive to the tender document; and
- (b) the lowest evaluated cost.

40.2 To evaluate a Tender, the *Employer* shall consider the following:

- (a) the Tender price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities<sup>2</sup> for admeasurement contracts, but including Daywork<sup>3</sup> items, where priced competitively;

<sup>2</sup> In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

<sup>3</sup> Daywork is work carried out following instructions of the Project Manager and paid for on the basis of time spent by workers, and the use of materials and the Contractor's equipment, at the rates quoted in the Tender. For Daywork to be priced competitively for Tender evaluation purposes, the Employer must list tentative quantities for individual items to be costed against Daywork (e.g., a specific number of tractor driver staff-days, or a specific tonnage of Portland cement), to be multiplied by the Tenderers' quoted rates and included in the total Tender price.

- (b) price adjustment for correction of arithmetic errors in accordance with ITT 31.1;
- (c) price adjustment due to discounts offered in accordance with ITT 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITT 32;
- (e) price adjustment for nonconformities in accordance with ITT 30.3; and
- (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

40.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Tender evaluation.

40.4 If this tender document allows Tenderers to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the contract combinations, including any discounts offered in the Letter of Tender, is specified in Section III, Evaluation and Qualification Criteria.

#### **41. Comparison of Tenders**

41.1 The *Employer* shall compare the evaluated costs of all substantially responsive Tenders established to determine the Tender that has the lowest evaluated cost.

#### **42. Abnormally Low Tenders**

37.1 An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns as to the capability of the Tenderer to perform the Contract for the offered Tender price.

37.2 In the event of identification of a potentially Abnormally Low Tender, the Employer shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the tender document.

37.3 After evaluation of the price analyses, in the event that the Employer determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Employer shall reject the Tender.

#### **43. Unbalanced or Front-Loaded Tenders**

43.1 If the Tender for an admeasurement contract, which results in the lowest evaluated cost is, in the Employer's opinion, seriously unbalanced or, front loaded, the *Employer* may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency

of the Tender prices with the scope of works, proposed methodology, schedule and any other requirements of the tender document.

43.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Employer may as appropriate:

- (a) accept the Tender; or
- (b) require that the amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding 20% of the Contract Price; or
- (c) reject the Tender.

#### **44. Qualification of the Tenderer**

44.1 The *Employer* shall determine to its satisfaction whether the eligible Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender meets the qualifying criteria, Evaluation and Qualification Criteria.

44.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 17. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the tender document), or any other firm(s) different from the Tenderer.

44.3 An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the *Employer* shall proceed to the substantially responsive Tender which offers the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

#### **45. Most Advantageous Tender**

45.1 Having compared the evaluated costs of Tenders, the Employer shall determine the Most Advantageous Tender. The Most Advantageous Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:

- (a) substantially responsive to the tender document; and
- (b) the lowest evaluated cost.

#### **46. Employer's Right to Accept Any**

46.1 The *Employer* reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to Contract Award, without thereby incurring any liability to Tenderers. In case of annulment, all

**Tender, and to Reject Any or All Tenders**

Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

**47. Standstill Period**

47.1 The Contract shall be awarded not earlier than the expiry of the Standstill Period. The duration of the Standstill Period is **Ten (10) days**. Where only one Tender is submitted, the Standstill Period shall not apply.

**48. Notice of Intention to Award**

48.1 When a Standstill Period applies, it shall commence when the Employer has transmitted to each Tenderer (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Tenderer. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Tenderer submitting the successful Tender;
- (b) the Contract price of the successful Tender;
- (c) the names of all Tenderers who submitted Tenders, and their Tender prices as readout, and as evaluated;
- (d) a statement of the reason(s) the Tender (of the unsuccessful Tenderer to whom the letter is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
- (e) the expiry date of the Standstill Period;
- (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

A3

**F. Award of Contract**

**49. Award Criteria**

49.1 Subject to ITT 41, the Employer shall award the Contract to the successful Tenderer. This is the Tenderer whose Tender has been determined to be the Most Advantageous Tender.

**50. Notification of Award**

50.1 Prior to the expiration of the Tender Validity Period and upon expiry of the Standstill Period, specified in TDS ITT 42.1 or any extension thereof, or upon satisfactorily addressing a complaint that has been filed within the Standstill Period, the Employer shall transmit the Letter of Acceptance to the successful Tenderer. The Letter of Acceptance shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).

50.2 At the same time, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Employer;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening, and as evaluated;
- (d) names of all Tenderers whose Tenders were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and
- (e) the name of the successful Tenderer, the final total contract price, the contract duration and a summary of its scope.

**51. Debriefing by the Employer**

A tenderer or consultant who wishes to ascertain the grounds upon which their tender or proposal was not awarded or selected, may request an explanation or debriefing from the procuring entity during a cooling off period.

**52. Signing of Contract**

52.1 Promptly upon Notification of Award, the Employer shall send the successful Tenderer the Contract Agreement.

**53.**

53.1 Within ten (10) days of receipt of the Contract Agreement and completion of cooling off period, the successful Tenderer shall sign, date, and return it to the Employer.

**54. Performance Security**

54.1 Within ten (10) days of the receipt of the Letter of Acceptance from the *Employer*, the successful Tenderer shall furnish the Performance Security of an amount not exceeding **ten percent** of the contract amount.

**55.**

55.1 Failure of the successful Tenderer to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Employer may award the Contract to the Tenderer offering the next Most Advantageous Tender.

**56. Adjudicator**

56.1 The Employer proposes the person named **in the TDS** to be appointed as Adjudicator under the Contract, at the hourly fee specified **in the TDS**, plus reimbursable expenses. If the Tenderer disagrees with this proposal, the Tenderer should so state in his Tender. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of

Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

A2

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## Section II - Tender Data Sheet (TDS)

The following specific data for the Works to be procured shall complement, supplement, or amend the provisions in the Instructions to Tender (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

*[Where an e-procurement system is used, modify the relevant parts of the TDS accordingly to reflect the e-procurement process.]*

*[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITT.]*

<b>A. General</b>	
<b>ITT 1</b>	<p>The reference number of the Request for Tenders (RFT) is: <b>[RF/2025/W02]</b></p> <p>The Employer is: <b>Road Fund Secretariat</b></p> <p>The name of the RFB is: <b>Customisation, transportation and erection of a shipping container and extension and renovation of existing office for road fund border facilities</b></p>
<b>B. Contents of tender Document</b>	
<b>C. Preparation of tenders</b>	
<b>ITT 14.1(l)</b>	N/A
<b>ITT 16.5</b>	The prices quoted by the Bidder <b>shall not be</b> subject to adjustment during the performance of the Contract.
<b>ITT 19.2 (a)</b>	N/A
<b>ITT 20.1</b>	Bid Security shall be required, the amount of the Bid Security shall be, <b>2%</b> of own bid amount in a form of Bank Guarantee.
<b>ITT 21.3</b>	<b>Authorization (Power of Attorney):</b> written confirmation authorizing the signatory of the Tender to commit the Tenderer
<b>D. Submission and opening of tenders</b>	
<b>ITT 21.2</b>	In addition to the original of the Bid, the number of copies is: <b>Three (3)</b>

ITT 23.1	<p><b>Deadline for tender submissions is:</b></p> <p><b>Date:</b> 20<sup>th</sup> March 2026</p> <p><b>Time:</b> 10:30hrs</p> <p>Tenderers <b>Shall not</b> have an option of submitting their tenders electronically.</p>
ITT 27.1	<p><b>The Bid opening shall take place at:</b></p> <p>Former Department of Rural Roads Building Cnr Moshoeshoe &amp; Senate Roads, Industrial Area, Maseru, Lesotho, P.O. Box 14644</p> <p><b>Date:</b> 20<sup>th</sup> March 2026</p> <p><b>Time:</b> 11:00hrs</p>
ITT 27.1	N/A
<b>E. Evaluation and comparison of tenders</b>	
37.1	<p><b>The currency that shall</b> be used for Bid evaluation <b>LSL (Lesotho Currency)</b></p>
ITT 33.3	<p>Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is: 30% of the total contract amount or 30% of the volume of work.</p> <p>Bidders planning to subcontract shall specify, in the Letter of Bid, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience.</p>

## Section III - Evaluation and Qualification Criteria

### 1. Most Advantageous Tender

The Purchaser shall use the criteria and methodologies listed in Section I, II and 3 below to determine the Most Advantageous Tender. The Most Advantageous Tender is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

- (a) substantially responsive to the tender document; and
- (b) the lowest evaluated cost.

### 2. Evaluation

In addition to the criteria listed in ITT

### 3. Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work programs, cash flow , scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VII, Works' Requirements.

Bidders are encouraged to use forms in the bidding document.

### 2.2 Alternative Completion Times

An alternative Completion Time is not permitted.

Contractors/suppliers are at liberty to bid for one lot/any combination of lots/all lots. However, each contractor shall submit only one Quotation for one lot/any combination of lots/all lots. Evaluation will be carried out on a "lot by lot" basis.

## Section IV - Tender Forms

### Letter of Tender

*INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT*

*The Tenderer must prepare this Letter of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*

*Note: All italicized text is to help Tenderers in preparing this form.*

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

**IFT No.:** *[insert number of IFT process]*

**Invitation for Tender No.:** *[insert identification]*

**Alternative No.:** *[insert identification No if this is a Tender for an alternative]*

To: *[insert complete name of Purchaser]*

- (a) **No reservations:** We have examined and have no reservations to the tender document, including Addenda issued in accordance with Instructions to Tenderers (ITT 8);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 4;
- (c) **Tender/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Purchaser based on execution of a Tender/Proposal Securing Declaration in the Purchaser's Country in accordance with ITT 4.7;
- (d) **Conformity:** We offer to supply in conformity with the tender document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services];*
- (e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below is:

Option 1, in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies];*

Or

Option 2, in case of multiple lots: (a) Total price of each lot [*insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies*]; and (b) Total price of all lots (sum of all lots) [*insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies*];

(f) **Discounts:** The discounts offered and the methodology for their application are:

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

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

(g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(h) **Performance Security:** If our Tender is accepted, we commit to obtain a performance security in accordance with the tender document;

(i) **One Tender per Tenderer:** We are not submitting any other Tender(s) as an individual Tenderer, and we are not participating in any other Tender(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITT 4.3, other than alternative Tenders submitted in accordance with ITT 13;

(j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Government. Further, we are not ineligible under other Government laws or official regulations or pursuant to a decision of the United Nations Security Council;

(k) **State-owned enterprise or institution:** [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITT 4.6*];

(l) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*]

Name of Recipient	Address	Reason	Amount

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

- (m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (n) **Purchaser Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive; and
- (o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

**Name of the Tenderer:** *\*[insert complete name of the Tenderer]*

**Name of the person duly authorized to sign the Tender on behalf of the Tenderer:** *\*\*[insert complete name of person duly authorized to sign the Tender]*

**Title of the person signing the Tender:** *[insert complete title of the person signing the Tender]*

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

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

A3

\*: In the case of the Tender submitted by a Joint Venture specify the name of the Joint Venture as Tenderer.

\*\*.: Person signing the Tender shall have the power of attorney given by the Tenderer. The power of attorney shall be attached with the Tender Schedules.

# Tenderer Information Form

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

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

IFT No.: [insert number of IFT process]

Alternative No.: [insert identification No if this is a Tender for an alternative]

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

1. Tenderer's Name [insert Tenderer's legal name]
2. In case of JV, legal name of each member : [insert legal name of each member in JV]
3. Tenderer's actual or intended country of registration: [insert actual or intended country of registration]
4. Tenderer's year of registration: [insert Tenderer's year of registration]
5. Tenderer's Address in country of registration: [insert Tenderer's legal address in country of registration]
6. Tenderer's Authorized Representative Information  Name: [insert Authorized Representative's name]  Address: [insert Authorized Representative's Address]  Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers]  Email Address: [insert Authorized Representative's email address]
7. Attached are copies of original documents of [check the box(es) of the attached original documents]  <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4.  <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 4.1.  <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: <ul style="list-style-type: none"><li>• Legal and financial autonomy</li><li>• Operation under commercial law</li><li>• Establishing that the Tenderer is not under the supervision of the Purchaser</li></ul>

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

A3

## Tenderer's JV Members Information Form

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

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

IFT No.: *[insert number of Tender process]*

Alternative No.: *[insert identification No if this is a Tender for an alternative]*

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

1. Tenderer's Name: <i>[insert Tenderer's legal name]</i>
2. Tenderer's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Tenderer's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Tenderer's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Tenderer's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Tenderer's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Purchaser, in accordance with ITT 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

# Form of Tender Security

(Bank Guarantee)

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

*[Guarantor letterhead or SWIFT identifier code]*

**Purchaser:** *[Purchaser to insert its name and address]*

**IFT No.:** *[Purchaser to insert reference number for the Invitation for Tenders]*

**Alternative No.:** *[Insert identification No if this is a Tender for an alternative]*

**Date:** *[Insert date of issue]*

**TENDER GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_\_\_\_\_ *[insert name of the Tenderer, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Purchaser its Tender (hereinafter called "the Tender") for the execution of \_\_\_\_\_ under Invitation for Tenders No. \_\_\_\_\_ ("the IFT").

Furthermore, we understand that, according to the Purchaser's conditions, Tenders must be supported by a Tender guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Purchaser any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Purchaser's complying demand, supported by the Purchaser's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Tender by the Purchaser during the Tender Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Tenderers ("ITT") of the Purchaser's tender document.

This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Purchaser in relation to such Contract agreement; or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Purchaser's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

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*[Signature(s)]*

***Note: All italicized text is for use in preparing this form and shall be deleted from the final product.***

## Certificate of Bona Fide Tendering

**IFB No.: RF/2025/W02**

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

Subject: “*(Insert type of works) (insert the Name of the location) (insert lot number) – IFB No.: RF/2025/W02*”.

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

In particular:

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

A3

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

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

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

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

**Signed:**

**Name and Position:** .....

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

**Date:**.....

A3

## Section V Price Schedule Forms

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

A3

## Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported

(Group C Tenders, goods to be imported)						Date: _____		
						IFB No: _____		
Currencies in accordance with ITT 15						Alternative No: <b>A2</b> _____		
						Page N° _____ of _____		
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> in accordance with ITT 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination specified in TDS	Total Price per Line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
							<b>Total Price</b>	

Name of Tenderer *[insert complete name of Tenderer]* Signature of Tenderer *[signature of person signing the Tender]* Date *[Insert Date]*

## Price Schedule: Goods Manufactured Outside the Purchaser's Country, already imported\*

(Group C Tenders, Goods already imported)

Date: \_\_\_\_\_

IFB No: \_\_\_\_\_

Alternative No: \_\_\_\_\_

Page N° \_\_\_\_\_ of \_\_\_\_\_

Currencies in accordance with ITT 15

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITT 14.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITT 14.8(c)(ii) , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITT 14.8 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITT 14.8(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination, as specified in TDS in accordance with ITT 14.8 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITT 14.8(c)(iv)	Total Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[ insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the Purchaser's Country]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
Total Tender Price											

Name of Tenderer *[insert complete name of Tenderer]* Signature of Tenderer *[signature of person signing the Tender]* Date *[insert date]*

\* *[For previously*

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

## Price Schedule: Goods Manufactured in the Purchaser's Country

Purchaser's Country _____		(Group A and B Tenders)						Date: _____ IFB No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITT 14.8(a)(ii))	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
<b>Total Price</b>									

Name of Tenderer *[insert complete name of Tenderer]* Signature of Tenderer *[signature of person signing the Tender]* Date *[insert date]*

### Price and Completion Schedule - Related Services

Date: \_\_\_\_\_  
 IFB No: \_\_\_\_\_  
 Alternative No: \_\_\_\_\_  
 Page N° \_\_\_\_\_ of \_\_\_\_\_

1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
Total Tender Price						

A3 Name of Tenderer *[insert complete name of Tenderer]* Signature of Tenderer *[signature of person signing the Tender]* Date *[insert date]*

## Section VI site visit and bidders 'conference schedules

### APPENDIX 1 BIDDERS' CONFERENCE/SITE VISIT SCHEDULE

Site visit date	Time	Description of works	Type of works	Type of structure	Location
<b>Qacha's Nek</b>					
24 <sup>th</sup> March 2026	11:00	Office space	Construction of slab, customisation and erection of shipping container	Concrete slab and customised shipping container	Qacha's Nek border gate, Qacha's Nek
<b>Mohale's Hoek</b>					
25 <sup>th</sup> March 2026	11:00	Office space	Extension and renovation of existing standalone office	Brick and mortar	Makhaleng border gate, Mohale's Hoek

#### Notes

Please note that, shipping container for Qacha's Nek is located at Maseru bridge.



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## Section VII Technical Specifications

### Appendix 2

#### TECHNICAL SPECIFICATIONS

##### (1) TECHNICAL SPECIFICATION FOR CUSTOMIZED SHIPPING CONTAINER UNIT

###### GENERAL REQUIREMENTS – OFFICE BLOCK

The contractor shall design, modify, deliver, and install one existing customized shipping container unit at **Qacha's Nek District Border, Lesotho**.

###### Note:

The Road Fund already has an existing shipping container located at Maseru bridge. The contractor Shall not procure a different shipping container but will use this one.

Climatic Conditions: Cold and hot– structure to be fully insulated and water proof. The contractor shall provide detailed shop drawings and layout plans for approval before fabrication begins.

###### PROJECT AREA

The site is subject to very cold temperatures ranging from (-6°c to 12°c but it can drop to extreme lows of -20°c), average wind speeds of 14km/hr weather conditions with heavy snowfall measuring up to 1m depth during winter season, hence the unit shall be insulated and weatherproofed accordingly.

The contractor shall provide detailed shop drawings and layout plans for approval before fabrication begins.

All works shall be carried out in compliance with relevant SANS/ISO building and safety standards.

###### DIMENSIONS & LAYOUT

Container Size: 6 m (length) x 2.44 m (width) (High Cube preferred for interior height comfort).

Layout to include:

One (1) Office and open-plan office space with integrated kitchen area.

Sitting/meeting area within the same open space.

## **STRUCTURE & FOUNDATION**

### **Container Structure:**

Modified shipping container with rust-proof, weather-resistant steel body.

All steel components to be treated with anti-corrosion epoxy primer and paint.

### **Foundation:**

**Foundation type:** Reinforced **raft foundation** cast with 30MPa concrete.

**Reinforcement mesh:** 12mm diameter high tensile steel mesh in accordance with structural engineer's design.

Foundation to be designed considering cold weather curing conditions.

## **INSULATION & WEATHERPROOFING**

Internal insulation: 50–75 mm polyurethane foam or equivalent thermal insulation boards on walls, ceiling, and floor.

External protection: Windproof and waterproof sealing with weather-resistant cladding where necessary.

Windows and doors to be fitted with weather seals to prevent air leakage.

Roof: Adequate slope and waterproofing to withstand snow and rain.

## **INTERIOR FINISHES**

Flooring: Wooden tile finish over insulated subfloor.

Walls & Ceiling: Lined with minimum 2-hour fire-rated, insulated panels, painted with washable interior paint.

Kitchenette: Basic counter with stainless steel sink, plumbing provision, and power outlets.

Office Space: Adequate electrical sockets and lighting for office operations.

### **DOORS & WINDOWS**

Doors: Aluminum framed doors with insulated core, lockable, and weather-sealed.

Windows: Two (2) aluminum framed windows with burglar-proof bars and mosquito netting.

**All openings to be double-glazed to minimize heat loss.**

### **MECHANICAL & ELECTRICAL INSTALLATION**

Air Conditioning: Two (2) energy-efficient split-type air-conditioning unit installed in the offices.

Electrical: Wiring in concealed conduits, fitted with distribution board, switches, and LED light fittings.

Plumbing: Basic cold/hot water supply and waste drainage system.

Compliance with Lesotho/South African electrical standards.

### **SITE CONDITIONS & LOGISTICS**

Contractor shall take into account:

Cold weather and possible snow affecting work schedule.

Project duration must factor in delays caused by transport and site accessibility.

Contractor responsible for constructing the foundation, safe delivery, offloading, and placement of container on foundation.

### **DRAWINGS & APPROVALS**

Contractor must provide architectural layout drawings, structural details, and service layouts for approval prior to manufacturing.

No fabrication shall commence until approval is granted by the Employer.

### QUALITY CONTROL & WARRANTIES

All materials and workmanship must meet industry standards.

Minimum 12-month warranty on structure, finishes, and installed equipment.

Contractor to provide an operation and maintenance manual for installed systems (air conditioning, electrical, plumbing).

## (2) TECHNICAL SPECIFICATION FOR BOOTH

### Bills of Quantities Makhalleng Booth

Location	Mohale's Hoek Border Post (Makhalleng Border) Renovation of Toll Booth				
Item	Description	Unit	Qty	Rate	Amount (M)
Removal and Storage	<b>Remove and Store:</b> 1 No. Existing Door, Meranti, F&L, Braced and Store for Later use.	No.	1.00	-	-
	<b>Remove and Store:</b> 1 No. Existing steel Burglar Door, with frame and Store for Later use.	No.	1.00	-	-
Demolition	Remove and Dispose of existing door frame	No.	1.00	-	-
Demolition	Demolish and Dispose of wall to the facad of toll booth	M <sup>2</sup>	3.15	-	-
Blockwork	Construct an extended New wall (Blockwork, 230mm thick) to the facad of the toll booth and to the underneath of the existing verandah roofing while keeping the roof and ceiling intact.	M <sup>2</sup>	7.99	-	-

<b>Window</b>	Install 1 No. New Aluminium Window (500mm x 900mm) fitted with grade A Laminated Safety Glass, air/water tight	No.	1.00	-	-
<b>Door</b>	Install 1 No. New door frame to the front of building	No.	1.00	-	-
	Reinstall 1 No. old Door from storage, Meranti, F&L, Braced	No.	1.00	-	-
	Reinstall 1 No. Existing steel Burglar Door, with frame.	No.	1.00	-	-
	Install 1 No. New Lock Set, Union, 2 Lever	No.	1.00	-	-
<b>Plastering</b>	Plaster the newly constructed walls, internally and externally using 1:3 Cement - Sand plaster.	M <sup>2</sup>	12.10	-	-
<b>Paint</b>	Repaint Interior and Exterior of Booth to match the existing scheme	M <sup>2</sup>	29.31	-	-
	Repair Galvanised Steel Fascia, Painted white	M	2.20	-	-
<b>Carpet</b>	Install 1 No. new carpet to the internal floor of the building.	M	6.66	-	-
<b>Sub Total</b>					-
<b>VAT @ 15%</b>					-
<b>Grand Total</b>					-

## INVITATION FOR BIDS

### TENDER FOR CUSTOMISATION, TRANSPORTATION AND ERECTION OF A SHIPPING CONTAINER AND EXTENSION AND RENOVATION OF EXISTING OFFICE FOR ROAD FUND BORDER FACILITIES

(IFB Number: RF/2025/W02)

#### 1. Background and requirements:

The Road Fund Secretariat invites bids from suitably qualified local companies and contractors with the capacity to customise, transport and erect a shipping container for Qacha's Nek border gate at Qacha's Nek and extension and renovation of border facility for Makhalleng border gate at Mohale's Hoek. The specifications are provided in Table 1 below:

**Table 1:**

Lot No.:	Description of works	Type of works	Type of structure	Location
<b>QACHA'S NEK</b>				
1.	Office space	Construction of slab, customisation and erection of shipping container	Concrete slab and customisation of the existing shipping container	Qacha's Nek border gate, Qacha's Nek
<b>MOHALE'S HOEK</b>				
2	Office space	Extension and renovation of existing standalone office	Brick and mortar	Makhalleng border gate, Mohale's Hoek

- Interested eligible contractors/suppliers may obtain a complete set of Tender Documents in English from the Road Fund Secretariat website: [www.roadfund.org.ls](http://www.roadfund.org.ls).
- Request for clarifications may be sent in writing to this email address [procurement@roadfund.org.ls](mailto:procurement@roadfund.org.ls) not later than **5<sup>th</sup> March 2026**.
- Bids must be delivered to the address under clause Eight (8) below; on or before **20<sup>th</sup> March 2026 at 10:30hrs**. Late bids will be rejected. Tenders will be opened in the presence of the Tenderers and/or their representatives who choose to attend in person at **Road Fund**

**Secretariat Boardroom on the same date 20<sup>th</sup> March 2026 at 11:00hrs.** Telefax and Email Tenders **will not be accepted.** All bids must be accompanied by a **bid security of 2%** of the bid amount, in the form of a Bank Guarantee valid for One hundred and twenty (120) days.

5. In addition to the bid security mentioned above, it is mandatory for bidders to submit the following valid documents: (a) Tax Clearance Certificates; (b) Trader's License, (c) Certificate of Bona Fide Bidding, (d) Ministry of Public Works registration certificate.
6. Qualifications requirements for award include amongst others per lot: (a) **business experience in similar jobs**, (b) **successful completion of similar contracts of not less than a total of M250, 000.00 in the past Five years**, and (c) **evidence that the bidder/tenderer has capital or lines of credit of at least 50% of own bid amount** (d) **Other requirements of the tender document.** The margin of preference for local companies shall be applied during evaluation. Additional details are provided in the Bidding Documents.

**Non-compliance with the requirements listed under clause (5) and (6) above shall invalidate the bid.**

7. A **mandatory bidder's conference/site visit** will be held as per schedule herein attached as **Appendix 1** of the tender document.
8. The address referred to above for Bid Submission and Bid Opening is:

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**Road Fund Secretariat,  
Former Department of Rural Roads Building,  
P.O. Box 14644,  
Cnr Moshoeshoe & Senate Roads,  
Industrial Area, Maseru, Lesotho**

Bidders shall ensure that the envelopes/packages containing their bids are properly addressed as indicated under 8 above and are **CLEARLY MARKED** "*(Insert lot number) (insert type of works) at (insert location)*" – **IFB No.: RF/2025/W02**".

Contractors are at liberty to bid for one lot/any combination of lots/all lots. However, each contractor shall submit only one Quotation for one lot/any combination of lots/all lots.

**Disclaimer:**

The Road Fund reserves the right to cancel the tenders before submission/opening of tenders, postpone the tender submission/opening date and to accept/reject any or all

tenders without assigning any reasons thereof. The Road Fund is not bound to accept the lowest or any bid.

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