



**NEPAD PLANNING AND COORDINATING AGENCY**

# **Bidding Document**

**for**

**Procurement of**

**SUPPLY OF VARIOUS BRANDED  
PROMOTIONAL MATERIALS, DESIGN  
& LAYOUT SERVICES, PRINTING OF  
VARIOUS DOCUMENTS AND COPY,  
EDITING & PROOF READING  
SERVICES FOR NEPAD AGENCY**

**Procurement Number: 06/NPCA/CS/ADMIN/FMC/2018**

**Issued: October 10, 2018**



## NEPAD PLANNING AND COORDINATING AGENCY

### **Request for Bids Framework Agreement**

**LOT 1: PRINTING OF DOCUMENTS**

**LOT 2: SUPPLY OF BRANDED PROMOTIONAL MATERIALS**

**LOT 3: DESIGN & LAYOUT OF NEPAD AGENCY PUBLICATIONS**

**LOT 4: COPY, EDITING & PROOF READING OF NEPAD AGENCY DOCUMENTS**

**Procurement Number: 06/NPCA/CS/ADMIN/FMC/2018**

1. The NEPAD Agency has allocated funds and intends to apply part of the proceeds toward payments under Call-off Contracts that may be awarded under the Framework Agreements (FAs) for above listed items concluded through this RFB Primary Procurement process.
2. The NEPAD Agency is undertaking the Primary Procurement with a view to concluding Framework Agreements. The NEPAD Agency is the sole Purchaser under the Framework Agreement[s]. The NEPAD Agency now invites sealed Bids from eligible Bidders for supply of various branded promotional material, Design & layout services, printing of various documents and copy, editing & proof reading services for a period of two (2) years.
3. The Framework Agreement(s) to be concluded will be Single-User. The Single-User entitled to purchase under the Framework Agreements is **NEPAD Planning and Coordination Agency**.
4. The Framework Agreements to be concluded will be “Multi-Supplier.”
5. The selection of a FA Supplier to be awarded a Call-off Contract will be done through a Secondary Procurement process as defined in Framework Agreement. However, the conclusion of a Framework Agreement shall not impose any obligation on the Procuring Agency, including participating Purchasers, to purchase Goods and services under a Call-off Contract. The conclusion Framework Agreement does not guarantee that a FA Supplier will be awarded a Call-off Contract.
6. Bidding is open to all suppliers and service providers who can demonstrate that they have provided similar services for the past two (2) years.
7. Bidders may submit Bids for one or more lots.

8. All bids must be valid for 90 days and must be accompanied by a bid security of Ten Thousand South Africa Rands (ZAR 10,000.00) or its equivalent in a freely convertible currency in the form of a Bank Guarantee.
9. The Framework Agreements shall be concluded for a Term of two (2) years from the commencement date stated in the Framework Agreement.
10. The Primary Procurement shall establish a Closed Framework Agreement(s).
11. Interested eligible Bidders may obtain further information from NEPAD Contact Person (Mr. Batho Maruping) email: [bathom@nepad.org](mailto:bathom@nepad.org) and copy [procurement@nepad.org](mailto:procurement@nepad.org) Tel: +27112563000.
12. A complete set of the bidding documents in English may be downloaded (in read-only form) from NEPAD website ([www.nepad.org/tenders](http://www.nepad.org/tenders)) by interested bidders.
13. Bids must be delivered in hard copies to the address below on or before November 8, 2018 14.30 hrs (South Africa time) Electronic Bidding will not be permitted. Late Bids will be rejected. Bids will be publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend, at the address below on November 8, 2018 at 14.45 hrs (South Africa time)
14. The address(es) referred to above is (are):

**The Chairperson,**  
**Internal Procurement Committee (IPC)**  
NEPAD Planning and Coordination Agency  
(Tender box situated on ground floor by the reception)  
230, 15th Road, P. O. Box 218 Midrand,  
1685 Johannesburg, South Africa

Attention of: Procurement Division

## Section II. Instructions to Bidders

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## **Instructions to Bidders**

### **A. Introduction**

- 1. Source of Funds**
  - 1.1 The Commission of the African Union (AUC) (hereinafter called “the Purchaser”) has an approved budget towards the cost of the procurement specified in the Bid Data Sheet, and intends to apply a portion of the funding to eligible payments under a contract for which this Invitation for Bids is issued.
  
- 2. Eligible Bidders**
  - 2.1 This Invitation for Bids is open to all suppliers from eligible source countries except as provided hereinafter.
  - 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
  - 2.3 Bidders must not be under a declaration of suspension for corrupt, fraudulent, collusive, coercive or obstructive practices as issued by the African Union in accordance with ITB Clause 36.1.
  
- 3. Eligible Goods and Services**
  - 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries as defined in the Bid Data Sheet.
  - 3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognised product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 3.3 The origin of goods and services is distinct from the nationality of the Bidder.
  
- 4. Cost of Bidding**
  - 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **B. Bidding Documents**

- 5. Content of Bidding Documents**
- 5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
- (a) Instructions to Bidders (ITB)
  - (b) Bid Data Sheet (BDS)
  - (c) General Conditions of Contract (GCC)
  - (d) Special Conditions of Contract (SCC)
  - (e) Schedule of Requirements
  - (f) Technical Specifications
  - (g) Bid Form and Price Schedules
  - (h) Bid Security Form
  - (i) Contract Form
  - (j) Performance Security Form
  - (k) Bank Guarantee Form for Advance Payment
  - (l) Manufacturer's Authorisation Form
- 5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to provide all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
- 6. Clarification of Bidding Documents**
- 6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing at the Purchaser's address indicated in the Bid Data Sheet. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than fifteen (15) days prior to the deadline for the submission of bids prescribed in ITB Clause 19.1. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.
- 7. Amendment of Bidding Documents**
- 7.1 At any time prior to the deadline for submission of bids, the Purchaser for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.
- 7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing, and the amendment will be binding on them.
- 7.3 To allow prospective bidders reasonable time in which to take

the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

### **C. Preparation of Bids**

- 8. Language of Bid**
- 8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages to the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 9. Documents Constituting the Bid**
- 9.1 The bid prepared by the Bidder shall comprise the following components:
- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
  - (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
  - (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
  - (d) bid security furnished in accordance with ITB Clause 15.
- 10. Bid Form**
- 10.1 The Bidder shall complete, sign and stamp the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.
- 10.2 Unless otherwise indicated in the Bid Data Sheet, alternative bids shall not be considered.
- 10.3 In completing the Bid Form the Bidder shall note in particular the provisions of GCC Clause 33 in respect of Taxes and Duties.
- 11. Bid Prices**
- 11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
- 11.2 Prices indicated on the Price Schedule shall be entered separately



in the following manner:

- (a) For goods offered from within the Country specified for delivery:
  - (i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), excluding all customs duties and sales and other taxes payable that are subject to the African Union exemption on payment of duties and taxes;
  - (ii) any such duties and taxes payable on the goods, that will be exempted if the Contract is awarded;
  - (iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the Bid Data Sheet; and
  - (iv) the price of other (incidental) services, if any, as listed in the Bid Data Sheet.
  
- (b) For goods offered from abroad:
  - (i) the price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, as specified in the Bid Data Sheet. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country;
  - (ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the Bid Data Sheet;
  - (iii) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the Bid Data Sheet;
  - (iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the Bid Data Sheet; and
  - (v) the price of other (incidental) services, if any, as listed in the Bid Data Sheet.

11.3 The terms EXW, CIF, CIP, etc., shall be governed by the rules prescribed in the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.

11.4 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of

facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

- 11.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.
- 11.6 If bids are invited for individual contracts (lots) or for any combination of contracts (packages), bidders wishing to offer any price reduction for the award of more than one Contract, shall specify in the bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package.

**12. Bid Currencies**

- 12.1 Prices shall be quoted in the following currencies:
- (a) For goods and services that the Bidder will supply from within the Country specified for delivery, the prices shall be quoted in currency of the Country specified for delivery, unless otherwise specified in the Bid Data Sheet.
  - (b) For goods and services that the Bidder will supply from outside the Country specified for delivery, the prices shall be quoted in US Dollars unless otherwise specified in the Bid Data Sheet. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three currencies.

**13. Documents  
Establishing  
Bidder's  
Eligibility and  
Qualification**

- 13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) that, in the case of a Bidder offering to supply goods under

the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorised by the goods' Manufacturer or producer to supply the goods in the Country specified for delivery;

- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a Bidder not doing business within the Country specified for delivery, the Bidder is or will be (if awarded the contract) represented by an Agent in the Country specified for delivery equipped and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

**14. Documents  
Establishing  
Goods'  
Eligibility and  
Conformity to  
Bidding  
Documents**

14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the goods;
- (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Purchaser; and
- (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

**15. Bid Security**

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.

15.3 The bid security shall be denominated in the currency of the bid or in another freely convertible currency, and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank, in the form provided in the bidding documents or another form acceptable to the Purchaser and valid for thirty (30) days beyond the validity of the bid; or
- (b) a certified cheque.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 24.

15.5 Unsuccessful bidders' bid securities will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 16.

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 34, and furnishing the performance security, pursuant to ITB Clause 35.

15.7 The bid security may be forfeited:

- (a) if a Bidder:
  - (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or

(ii) does not accept the correction of errors pursuant to ITB Clause 24.2; or

(b) in the case of a successful Bidder, if the Bidder fails:

(i) to sign the contract in accordance with ITB Clause 34; or

(ii) to furnish the performance security in accordance with ITB Clause 35.

**16. Period of Validity of Bids**

16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid submission prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in ITB Clause 16.3.

16.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price may be increased by a factor specified in the request for extension.

**17. Format and Signing of Bid**

17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

17.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the contract. All pages of the original bid, except for unamended printed literature, shall be initialled by the person or persons signing the bid.

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

17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

## **D. Submission of Bids**

- 18. Sealing and Marking of Bids**
- 18.1 The Bidder shall seal the original and each copy of the bid, in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be enclosed in an outer envelope and sealed.
- 18.2 The inner and outer envelopes shall:
- (a) be addressed to the Purchaser at the address given in the Bid Data Sheet; and
  - (b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and Procurement Number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 22.1.
- 18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late.”
- 18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.
- 19. Deadline for Submission of Bids**
- 19.1 Bids must be received at the address specified under ITB Clause 18.2 (a) by the time and date specified in the Bid Data Sheet.
- 19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 20. Late Bids**
- 20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.
- 21. Modification Substitution and Withdrawal of Bids**
- 21.1 A Bidder may modify, substitute or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 21.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18 but in addition the envelopes shall

be clearly marked “WITHDRAWAL”, “MODIFICATION” or “REPLACEMENT BID”. A withdrawal notice may also be sent by fax or Email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

- 21.3 No bid may be modified after the deadline for submission of bids.
- 21.4 Bids requested to be withdrawn in accordance with ITB Sub-Clause 21.1 shall be returned unopened to the Bidder.
- 21.5 No bid may be withdrawn 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 Form. Withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its bid security, pursuant to ITB Clause 15.7.

### **E. Opening and Evaluation of Bids**

#### **22. Opening of Bids by the Purchaser**

- 22.1 The Purchaser will open all bids in the presence of bidders or bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders or bidders’ representatives who are present shall sign an attendance sheet.
- 22.2 Envelopes marked “WITHDRAWAL” shall be opened and read out first. The inner envelopes of bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 21 shall be returned un-opened to the Bidder.
- 22.3 The bidders’ names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
- 22.4 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
- 22.5 The Purchaser will prepare minutes of the bid opening.

#### **23. Clarification of Bids**

- 23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

**24. Preliminary Examination**

- 24.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 24.2 Arithmetical errors will be rectified on the following basis. 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 there is an obvious discrepancy in placement of the decimal point. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.
- 24.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 24.4 Prior to the detailed evaluation, pursuant to ITB Clause 26, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one that conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 31), and Taxes and Duties (GCC Clause 33), will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

**25. Conversion to Single Currency**

- 25.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to either:
- (a) the currency of the Country specified for delivery at the selling exchange rate established for similar transactions by the national Central Bank;
- or**
- (b) U.S. dollars, at the selling rate of exchange published in the international press for the amount payable in foreign



currency; and at the selling exchange rate established for similar transactions by the Central Bank of the Country specified for delivery for the amount payable in local currency;

(c) the prevailing UN exchange rate

25.2 The currency selected for converting bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the Bid Data Sheet.

**26. Evaluation and Comparison of Bids**

26.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.

26.2 The Purchaser's evaluation of a bid will exclude and not take into account:

(a) in the case of goods manufactured in the Country specified for delivery, or goods of foreign origin already located in the Country specified for delivery, sales and other similar taxes, which are or will be subject to the African Union exemption on payment of taxes and duties;

(b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes on the goods where these are subject to the African Union exemption on payment of taxes and duties; and

(c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

26.3 Price comparison shall be between the EXW price of the goods offered from within the Country specified for delivery, and the CIF named port of destination (or CIP border point, or CIP named place of destination) price of the goods offered from outside the Country specified for delivery.

26.4 The Purchaser's evaluation of a bid may take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 26.5:

(a) cost of inland transportation, insurance, and other costs within the Country specified for delivery and incidental to delivery of the goods to their final destination.

(b) delivery schedule offered in the bid;

- (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
- (d) the cost of components, mandatory spare parts, and service;
- (e) the availability in the Country specified for delivery of spare parts and after-sales services for the equipment offered in the bid;
- (f) the projected operating and maintenance costs during the life of the equipment;
- (g) the performance and productivity of the equipment offered; and/or
- (h) other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.

26.5 For factors retained in the Bid Data Sheet pursuant to ITB 26.4, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

- (a) *Inland transportation from EXW/port of entry/border point, insurance, and incidentals.*

Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to the final destination or Project Site named in the Bid Data Sheet will be computed for each bid on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, the Bidder shall furnish in its bid the estimated dimensions and shipping weight and the approximate EXW/CIF (or CIP border point) value of each package. The above cost will be added by the Purchaser to EXW/CIF/CIP border point price.

- (b) *Delivery schedule.*
  - (i) The Purchaser requires that the goods under the Invitation for Bids shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the final destination or Project Site will be calculated for each bid after allowing for reasonable international and inland transportation time. Treating the bid resulting in the earliest time of arrival as the base, a delivery “adjustment” will be calculated for other bids by applying a percentage, specified in the Bid Data Sheet, of the EXW/CIF/CIP price for each week of

delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.

**or**

- (ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

**or**

- (iii) The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of EXW/CIF/CIP price per week of variation from the specified delivery schedule.

(c) *Deviation in payment schedule.*

- (i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule offered by the selected Bidder.

**or**

- (ii) The SCC stipulate the payment schedule offered by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet.

(d) *Cost of spare parts.*

- (i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation

specified in the Bid Data Sheet, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.

**or**

(ii) The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.

**or**

(iii) The Purchaser will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, based on information furnished by each Bidder, as well as on past experience of the Purchaser or other purchasers in similar situations. Such costs shall be added to the bid price for evaluation.

(e) *Spare parts and after sales service facilities in the Country specified for delivery.*

The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

(f) *Operating and maintenance costs.*

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.

(g) *Performance and productivity of the equipment.*

(i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalised cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

**or**

- (ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

(h) *Specific additional criteria*

Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the Bid Data Sheet and/or the Technical Specifications.

26.6 When bids are invited for individual lots and award of multiple contracts to individual bidders is permitted, the methodology of evaluation and the application of any conditional discounts to determine the award of contracts shall be specified in the Bid Data Sheet.

**27. Margin of Preference**

27.1 If the Bid Data Sheet so specifies, the Purchaser will grant a margin of preference to goods supplied from within African Union Member States for the purpose of bid comparison, for which this clause shall apply.

27.2 African Union bidders shall provide all evidence necessary to prove that they meet the following criteria to be eligible for a margin of preference in the comparison of their bids with those of bidders who do not qualify for the preference. They should:

- (a) be registered within a Member State of the African Union;
- (b) have majority ownership by nationals of Member States of the African Union;
- (c) not subcontract more than ten (10) percent of the Contract Price to foreign suppliers; and
- (d) satisfy any other criteria specified for the purpose of eligibility for the margin of preference, as specified in the Bidding Data.

27.3 Joint ventures of African Union Member State firms may be eligible for the margin of preference provided that:

- (a) individual partners satisfy the criteria of eligibility of ITB Clauses 27.2 (a) and (b);

- (b) the joint venture is registered in the Country specified for performance of the works;
- (c) the joint venture shall not subcontract more than ten (10) percent of the Contract Price, to foreign firms; and
- (d) satisfy any other criteria specified for the purpose of margin of preference eligibility, as specified in the Bidding Data.

27.4 The following procedure will be used to apply the margin of preference:

- (a) Responsive bids will be classified into the following groups:
  - (i) Group A: bids offered by African Union Member State bidders and joint ventures meeting the respective criteria of ITB Clauses 27.2 and 27.3 above; and
  - (ii) Group B: all other bids.
- (b) For the purpose of evaluation and comparison of bids only, an amount equal to the percentage stated in the Bidding Data of the evaluated Bid prices determined in accordance with ITB Clause 26. will be added to all bids classified in Group B.

**28. Contacting the Purchaser**

- 28.1 From the time of bid opening to the time of contract award, if any bidder wishes to contact the Purchaser on any matter related to the bid, it should do so in writing.
- 28.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award shall result in the rejection of the Bidder's bid.

**F. Award of Contract**

**29. Post-qualification**

- 29.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated cost responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.
- 29.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Purchaser deems

necessary and appropriate.

29.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated cost bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

**30. Award  
Criteria**

30.1 Subject to ITB Clause 32, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated cost bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

**31. Purchaser's  
Right to Vary  
Quantities at  
Time of Award**

31.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

**32. Purchaser's  
Right to  
Accept Any  
Bid and to  
Reject Any or  
All Bids**

32.1 The Purchaser 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 award, without thereby incurring any liability to the affected Bidder or bidders.

**33. Notification of  
Award**

33.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or courier service that its bid has been accepted.

33.2 The notification of award will constitute the formation of the Contract.

33.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 35, the Purchaser will promptly notify the name of the winning Bidder to each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

33.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.

**34. Signing of  
Contract**

34.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the bidding documents,

incorporating all agreements between the parties.

34.2 Within fourteen (14) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser

**35. Performance  
Security**

35.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder shall, if required, furnish the performance security in accordance with the Conditions of Contract, using the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.

35.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 34.2 or ITB Clause 35.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated cost Bidder or call for new bids.

**36. Fraud and  
Corruption**

36.1 The African Union requires that Officers of the AU, as well as Bidders/ Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts.<sup>1</sup> In pursuance of this policy the AU:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice”<sup>2</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - (ii) “fraudulent practice”<sup>3</sup> 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”<sup>4</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

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<sup>1</sup> *In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.*

<sup>2</sup> *“another party” refers to an officer of the AU acting in relation to the procurement process or contract execution. In this context, “officer of the AU” includes staff and employees of other organisations taking or reviewing procurement decisions.*

<sup>3</sup> *a “party” refers to any officer of the AU; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.*

<sup>4</sup> *“parties” refers to any participants in the procurement process (including officers of the AU) attempting to establish bid prices at artificial, non competitive levels.*



- (iv) “coercive practice”<sup>5</sup> 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;
  - (v) “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to any investigation or making false statements to investigators in order to materially impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;
- (b) will reject a recommendation for award of contract if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an African Union financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, an African Union financed contract.

36.2 Furthermore, Bidders shall be aware of the provision stated in Clause 24.1 of the General Conditions of Contract.

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<sup>5</sup> a “party” refers to any participant in the procurement process or contract execution.

### Section III. Bid Data Sheet

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

<b>Introduction</b>	
<b>ITB Clause 1.1</b>	Funding for this procurement is provided by NEPAD Agency
<b>ITB Clause 1.1</b>	Name of Purchaser: NEPAD Planning and Coordinating Agency (NPCA)
<b>ITB Clause 1.1</b>	The Procurement Number is: 06/NPCA/CS/ADMIN/FMC/2018
<b>ITB Clause 1.1</b>	Project Title/Name of Contract: <b><u>Framework Agreement for Supply of Promotional Materials and Design, Layout &amp; Printing of Documents for NEPAD Agency</u></b>
<b>ITB Clause 3.1</b>	The eligible origin of goods and services shall be restricted to countries that are Member States of the United Nations.
<b>ITB Clause 6.1</b>	Purchaser's address, telephone numbers.  <b><u>NEPAD Planning and Coordination Agency</u></b> 230 15th Road, Randjespark 1685, Midrand, P. O. Box 218 Johannesburg, South Africa +27 11 2563600  <a href="mailto:bathom@nepad.org">bathom@nepad.org</a> <a href="mailto:procurement@nepad.org">procurement@nepad.org</a>
<b>ITB Clause 8.1</b>	The Language of the Bid is English

<b>Bid Price and Currency</b>	
<b>ITB Clause 11.2 (a)</b>	The Incoterm for quoting goods offered from within the Purchaser's country is: <b>CIP Final Destination as per delivery schedule</b>
<b>ITB Clause 11.2 (b)</b>	The price of the goods shall be quoted on CIP terms. The Incoterm for quoting goods offered from outside the Purchaser's country is: CIP Final Destination as per delivery schedule
<b>ITB Clause 11.5</b>	Price adjustments are NOT allowed

<b>Preparation and Submission of Bids</b>	
<b>ITB Clause 13.3 (d)</b>	The required documentary evidence to be submitted by the bidder to confirm eligibility to bid is as follows: <ul style="list-style-type: none"> <li>➤ Bid submission sheet;</li> <li>➤ Power of attorney for the signatory of the bid;</li> <li>➤ Two (2) years' experience in supplying similar items. Minimum five (5) reference letters of satisfactory completion of work should be submitted; and</li> <li>➤ Evidence that bidder will be represented by an agent in South Africa if it is an international bidder.</li> </ul>
<b>ITB Clause 14.3 (b)</b>	n/a
<b>ITB Clause 15.1</b>	A bid security of Ten Thousand South Africa Rands ( <b>ZAR10,000.00</b> ) or its equivalent in a freely convertible currency in the currency of the bid is required in the form of a <b>Bank guarantee</b> .
<b>ITB Clause 16.1</b>	The period of bid validity shall be 90 days from the date for submission of bids.
<b>ITB Clause 17.1</b>	In addition to the original of the bid, the number of copies required is three (3).
<b>ITB Clause 18.2 (a)</b>	The address for submission of bids is: <p><b><u>NEPAD Planning and Coordination Agency</u></b>  230 15th Road, Randjespark  1685, Midrand, P. O. Box 218  Johannesburg, South Africa</p> <p>NB: bids should be deposited in the tender box situated on the ground floor reception area</p>
<b>ITB Clause 18.2 (b)</b>	IFB title and Procurement Number are: Framework Agreement for Supply of Promotional Materials and Design, Layout & Printing of Documents for NEPAD Agency (06/NPCA/CS/ADMIN/FMC/2018)
<b>ITB Clause 19.1</b>	The deadline for submission of bids is 14.30 hours local time on <b>November 8, 2018</b>
<b>ITB Clause 22.1</b>	The opening of bids shall take place at 14.45 hours local time on November 8, 2018 at 230 15th Road, Randjespark, 1685, Midrand, Johannesburg, South Africa

<b>Bid Evaluation</b>	
<b>ITB Clause 25.2</b>	The common currency for evaluation purposes is <b>United States Dollars (US\$)</b> and all bids in other currencies will be converted to the common currency at the selling exchange rate quoted by the UN exchange rate on the date of the deadline for submission of bids.
<b>ITB Clause 26.4</b>	In addition to the bid price the following factors will be taken into account in determining the lowest evaluated cost bid: <ul style="list-style-type: none"> <li>➤ Application of non-conditional discounts</li> <li>➤ Delivery schedule</li> </ul>
<b>ITB Clauses 26.5 (a) to (h)</b>	<p><b><u>Deviation in Delivery Schedule</u></b></p> <p>The Goods specified in the List of Goods are required to be delivered by the supplier within 5-10 days of signing of the Contract as specified in Section VI, Delivery and Completion Schedule. No credit will be given to deliveries before the earliest delivery date and Bids offering delivery later than the latest delivery date shall be treated as non-responsive.</p> <p>Adjustment shall be as follows  Within this acceptable period, an adjustment of 0.5% of the bid price per day of delay shall be applied. This adjustment will only be added for evaluation purposes to the bid price of bids offering deliveries later than the “Earliest Delivery Date”.</p>
<b>ITB Clause 27.1</b>	A margin of preference for goods manufactured within the African Union will <u>not</u> apply.

<b>Contract Award</b>	
<b>ITB Clause 31.1</b>	The percentage for quantity increase or decrease is twenty five percent (25%).

## Evaluation of Bids

### Evaluation Criteria

The evaluation of a Bid may take into account, in addition to the Bid Price quoted in accordance with **ITB 26**, one or more of the following factors as specified using the following criteria and methodologies.

## Criteria to conclude a Framework Agreement(s)

### Criteria for a Multi-Supplier Framework Agreement:

The NEPAD Agency will conclude Framework Agreements with the Bidders that meet the qualification criteria and whose Bids have been determined to be substantially responsive as follows;

- (a) All Bidders shall be ranked in terms of evaluated cost(s), with the first ranked being the lowest evaluated cost, the second ranked being the second lowest evaluated cost, and so on.
- (b) The NEPAD Agency will conclude a FA with the Bidders ranked first up to the maximum number of three (3) suppliers.
- (c) If the number of Bidders is less than three (3) the NEPAD Agency may decide to invite new bids. Alternatively, the NEPAD Agency may conclude the FA with all those Bidders where, an insufficient number of Bids are received, or an insufficient number of Bids meet the criteria for conclusion of Framework Agreements.

## Post Qualification Criteria

After determining the substantially responsive Bid which offers the lowest-evaluated cost in accordance with **ITB 26**, the NEPAD Agency shall carry out the post-qualification of the Bidder in accordance with **ITB 29**, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

### (i) **Financial Capability**

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

Bank confirmation in the form of comfort/certified letter/bank statement from any of the commercial bank that the supplier has account to show that the availability of sufficient financial resources to finance the Contract.

- (i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the cash flow requirements estimated as ZAR200,000.00.

(iii) The audited balance sheets or other financial statements acceptable to the NEPAD Agency, for the last three (03) years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.

Minimum average annual construction turnover of ZAR500,000.00 calculated as total certified payments received for Contracts in progress and/or completed within the last three (03) years.

(ii) **Experience and Technical Capacity**

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

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): has successfully completed at least five (5) Contracts of similar goods/services in the past two (2) years each with a minimum value of ZAR50,000.00

## Section VI. Schedule of Requirements

### Schedule of Requirements

The delivery schedule expressed as weeks stipulates hereafter a delivery date which is the date of delivery (i) at EXW premises, or (ii) to the carrier at the port of shipment when the contract is placed on FOB or CIF terms, or (iii) to the first carrier when the contract is placed on FCA or CIP terms. In order to determine the correct date of delivery hereafter specified, the Purchaser has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.

<b>Lot No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Delivery Schedule</b>	<b>Bidder's offered Delivery date [to be provided by the bidder]</b>
1	Printing of documents	various	5 - 10 days	
2	Supply of Branded promotional materials	various	5 - 10 days	
3	Design and layout of NEPAD documents	various	5 - 10 days	
4	Copy, editing and proof reading of NEPAD documents	various	5 - 10 days	

## Section VII. Technical Specifications

### Technical Specifications: Lot 1 – Printing of Documents

S/ N	Item (Lot1)	Technical Description	Bidders Response <i>(indicate if comply or not-comply or indicate the specification offered)</i>
1.	Reports - A4 – Saddle Stitch	<ul style="list-style-type: none"> <li>➤ Cover printed in full colour, matt laminated</li> <li>➤ Text printed in full colour throughout</li> <li>➤ Material cover power Art Matt 250gsm or 300gsm Hi-Q matt</li> <li>➤ Text power Art Gloss 170gsm or 128gsm Hi-Q matt</li> </ul>	
2.	Reports - A4 – Perfect Bound	<ul style="list-style-type: none"> <li>➤ Cover printed in full colour, matt laminated</li> <li>➤ Text printed in full colour throughout</li> <li>➤ Material cover power Art Matt 250gsm or 300gsm Hi-Q matt</li> <li>➤ Text power Art Gloss 170gsm or 128gsm Hi-Q matt</li> </ul>	
3.	Reports - A4 – PUR bound	<ul style="list-style-type: none"> <li>➤ Cover printed in full colour, matt laminated</li> <li>➤ Text printed in full colour throughout</li> <li>➤ Material cover power Art Matt 250gsm or 300gsm Hi-Q matt</li> <li>➤ Text power Art Gloss 170gsm or 128gsm Hi-Q matt</li> </ul>	
4.	Reports - A4 – Wiro bound	<ul style="list-style-type: none"> <li>➤ Cover printed in full colour, matt laminated</li> <li>➤ Text printed in full colour throughout</li> <li>➤ Material cover power Art Matt 250gsm or 300gsm Hi-Q matt</li> <li>➤ Text power Art Gloss 170gsm or 128gsm Hi-Q matt</li> </ul>	
5.	Reports – A5 – Saddle Stitch	<ul style="list-style-type: none"> <li>➤ Cover printed in full colour, matt laminated</li> <li>➤ Text printed in full colour throughout</li> <li>➤ Material cover power Art Matt 250gsm or 300gsm Hi-Q matt</li> <li>➤ Text power Art Gloss 170gsm or 128gsm Hi-Q matt</li> </ul>	
6.	Reports – A5 – Perfect Bound	<ul style="list-style-type: none"> <li>➤ Cover printed in full colour, matt laminated</li> <li>➤ Text printed in full colour throughout</li> <li>➤ Material cover power Art Matt 250gsm or 300gsm Hi-Q matt</li> <li>➤ Text power Art Gloss 170gsm or 128gsm Hi-Q matt</li> </ul>	
7.	Reports – A5 – PUR bound	<ul style="list-style-type: none"> <li>➤ Cover printed in full colour, matt laminated</li> <li>➤ Text printed in full colour throughout</li> <li>➤ Material cover power Art Matt 250gsm or 300gsm Hi-Q matt</li> <li>➤ Text power Art Gloss 170gsm or 128gsm Hi-Q matt</li> </ul>	
8.	Reports – A5 – Wiro bound	<ul style="list-style-type: none"> <li>➤ Cover printed in full colour, matt laminated</li> <li>➤ Text printed in full colour throughout</li> <li>➤ Material cover power Art Matt 250gsm or 300gsm Hi-Q matt</li> <li>➤ Text power Art Gloss 170gsm or 128gsm Hi-Q matt</li> </ul>	



S/ N	Item (Lot1)	Technical Description	Bidders Response (indicate if comply or not-comply or indicate the specification offered)
9.	Posters – A2	<ul style="list-style-type: none"> <li>➤ Glossy 300gsm or 170gsm Hi-Q</li> <li>➤ Full colour</li> </ul>	
10.	Flyer A4 – 2 page	<ul style="list-style-type: none"> <li>➤ full colour</li> <li>➤ 200gsm Matt</li> </ul>	
11.	Leaflet – Z fold	<ul style="list-style-type: none"> <li>➤ Full colour</li> <li>➤ Z-fold</li> <li>➤ 128gsm matt</li> </ul>	
12.	Folder	<ul style="list-style-type: none"> <li>➤ Size: 420 x 297mm (flat size)</li> <li>➤ Printing &amp; Paper:</li> <li>➤ A3 fold to A4</li> <li>➤ Printed 4 Process colours both sides on HI-Q Titan (Gloss), 300g/m<sup>2</sup>, White</li> <li>➤ With 2 inner pockets</li> <li>➤ With spine</li> </ul>	
13.	Envelope – standard	<ul style="list-style-type: none"> <li>➤ 135gsm white</li> <li>➤ Double sided tape on flap (sticker strip)</li> <li>➤ Non window</li> <li>➤ NEPAD &amp; AU logo on front (full colour)</li> <li>➤ NEPAD address on flap (black)</li> </ul>	
14.	Envelope – A4	<ul style="list-style-type: none"> <li>➤ 135gsm white</li> <li>➤ Double sided tape on flap (sticker strip)</li> <li>➤ Non window</li> <li>➤ NEPAD &amp; AU logo on front (full colour)</li> <li>➤ NEPAD address on flap (black)</li> </ul>	
15.	Envelope – A5	<ul style="list-style-type: none"> <li>➤ 135gsm white</li> <li>➤ Double sided tape on flap (sticker strip)</li> <li>➤ Non window</li> <li>➤ NEPAD &amp; AU logo on front (full colour)</li> <li>➤ NEPAD address on flap (black)</li> </ul>	
16.	Envelope – B4	<ul style="list-style-type: none"> <li>➤ 135gsm white</li> <li>➤ Double sided tape on flap (sticker strip)</li> <li>➤ Non window</li> <li>➤ NEPAD &amp; AU logo on front (full colour)</li> <li>➤ NEPAD address on flap (black)</li> </ul>	
17.	Business cards	<ul style="list-style-type: none"> <li>➤ Single sided</li> <li>➤ Standard size</li> <li>➤ Full colour</li> </ul>	
	Additional information	<ul style="list-style-type: none"> <li>➤ Bidders to submit samples of previous work done in USB drive</li> </ul>	

## Technical Specifications: Lot 2 – Design and production of different publicity materials Promotional materials

S/ N	Item (Lot2)	Technical Description	Bidders Response <i>(indicate if comply or not-comply or indicate the specification offered)</i>
1.	USB (Flash Drives) – 8 Gb	<ul style="list-style-type: none"> <li>➤ Renaissance Memory Stick</li> <li>➤ 8Gb</li> <li>➤ Black</li> <li>➤ With key holder (zinc alloy)</li> <li>➤ Simulated leather strap</li> <li>➤ Deboss AUDA logo</li> </ul>	
2.	V-Neck T-shirts	<ul style="list-style-type: none"> <li>➤ AUDA Logo embroidered – 200 male and 200 female</li> <li>➤ Colour- Black</li> <li>➤ Short Sleeve</li> <li>➤ 100% Cotton</li> </ul>	
3.	Golf T-shirts	<ul style="list-style-type: none"> <li>➤ AUDA Logo embroidered</li> <li>➤ 200 male and 200 female</li> <li>➤ Colour- White</li> <li>➤ Short Sleeve</li> <li>➤ 100% Cotton</li> </ul>	
4.	Bandanas	<ul style="list-style-type: none"> <li>➤ Black Bandanas</li> <li>➤ Embroidered</li> <li>➤ AUDA Branded</li> <li>➤ Full colour printing</li> </ul>	
5.	Pull Up Banners	<ul style="list-style-type: none"> <li>➤ with wide base</li> <li>➤ 850 x 2000mm dimensions</li> <li>➤ PVC full colour</li> </ul>	
6.	Media banners	<ul style="list-style-type: none"> <li>➤ Design, Layout and Printing</li> <li>➤ Wall Banner Exhibition curve.</li> <li>➤ 3*4m printed single side</li> <li>➤ Frame curve. Carry bag and system</li> </ul>	
7.	Lanyards	<ul style="list-style-type: none"> <li>➤ Black</li> <li>➤ 20mm lanyards with lobster hook</li> <li>➤ Full colour on both sides</li> </ul>	
8.	Diary – A5	<ul style="list-style-type: none"> <li>➤ Black</li> <li>➤ Foiling of the logo and year on the front of the diaries in silver</li> </ul>	
9.	Desk Calendars	<ul style="list-style-type: none"> <li>➤ 12 Leaves, Printed full colours [common] + 12 Plate Changes 1 side</li> <li>➤ Size(A3)</li> <li>➤ Printing &amp; Paper:</li> <li>➤ Leaves (X12):</li> <li>➤ Printed 4 Process colours front only on Camelot Cartridge, 90gsm, White</li> <li>➤ Pad at head 594mm side with 600micron Grey Chip Board</li> <li>➤ Fit 2 x PVC Corners</li> </ul>	
10.	Desk Tent Calendar	<ul style="list-style-type: none"> <li>➤ Size: 210x148mm</li> <li>➤ Leaves (x14): Printed 4 Process colours both sides on Lumi Art (Silk), 250g/m<sup>2</sup>, White</li> <li>➤ Stand: Printkote Crescendo, 410g/m<sup>2</sup>, White (not printed)</li> </ul>	

S/ N	Item (Lot2)	Technical Description	Bidders Response <i>(indicate if comply or not-comply or indicate the specification offered)</i>
		➤ Wire Bind at head on the 210mm side	
11.	Notebook	➤ Size: A5 ➤ black notebook with green colour accent wave Foiling of the logo and year on the front of the notebook in silver	
12.	Pens	➤ AUDA Branded Bic Pens ➤ black	
13.	Conference bags	➤ Adjustable shoulder strap ➤ Screen print	
14.	Laptop bags	➤ Trolley backpack ➤ Black ➤ AUDA Branding embroidered ➤ Padded back panel	
15.	Mugs	➤ AUDA Branded Coffee Mugs ➤ Screen printed logo ➤ Full colour printing	
16.	Glasses	➤ AUDA Branded Glass Tumblers ➤ 330ml ➤ Embossed AUDA logo	
17.	Table cloths	➤ 10 AUDA Branded Table Cloths- White in colour ➤ 5 Square Table Cloths – 40’’* 40’’ each ➤ 5 Rectangle Table Cloths- 70’’*144’’ ➤ Full Colour branding ➤ Embroidered Logo printed in 4 spaces	
	Additional Information	<ul style="list-style-type: none"> <li>➤ The Service provider must demonstrate the following general experience, qualifications and skills:</li> <li>➤ In-depth knowledge and traceable track record in branding of different publicity materials – i.e design, layout and final production of the publicity materials</li> <li>➤ Production of high quality, durable, branded publicity materials and corporate gifts</li> <li>➤ The Company to have its own in-house graphic design studio and / or Graphic designer</li> <li>➤ Innovative branding – service provider to focus on promoting and launching new value added services and technologies</li> <li>➤ large-scale design services, such as vehicle graphics, exhibitions displays, banners and billboards.</li> <li>➤ Supplier to assist the NEPAD Agency to invest in building a strong brand that communicates directly to its target audiences</li> <li>➤ General understanding of Pan-African Organisations, specifically the NEPAD Agency and its mandate.</li> <li>➤ Details of similar assignments previously undertaken within the past 2 years.</li> </ul>	

**Technical Specifications: Lot 3 – Design and Layout of NEPAD publications**

<b>Item</b>	<b>Technical Description</b>	<b>Bidders Response</b> <i>(indicate if comply or not-comply or indicate the specification offered)</i>
<b><u>Design &amp; Layout</u></b>	<ul style="list-style-type: none"> <li>➤ <b>The Firm Should have solid knowledge of and experience in</b> Graphic, infographic and document design;</li> <li>➤ <b>Design and Lay-out of</b> Annual Reports, Calendars, Booklets, Brochures, Business cards, Flyers, Labels, Menus, Newsletters, Posters, Envelopes, Folders and Variable data of almost any number of pages.</li> <li>➤ <b>Match software to document preparation tasks</b> (Word-processing, drawing, and page make-up software)</li> <li>➤ <b>Solid knowledge and at least 3 years of experience in graphic and document lay-out in the following software:</b> <ul style="list-style-type: none"> <li>○ InDesign</li> <li>○ Illustrator</li> <li>○ CorelDraw</li> <li>○ Photoshop</li> <li>○ Fireworks</li> <li>○ QuarkXPress</li> </ul> </li> <li>➤ Details of similar assignments previously undertaken within the past 2 years with samples of Annual Report, Brochure, Folder, Business Card, Posters);</li> <li>➤ Submit CVs of at least two (2) designers</li> </ul>	
<b><u>Additional information</u></b>	<ul style="list-style-type: none"> <li>➤ Bidders to submit samples of previous work done in USB drive</li> </ul>	

## Technical Specifications: Lot 4 - Copy editing and Proof reading

<b>Item</b>	<b>Technical Description</b>	<b>Bidders Response</b> <i>(indicate if comply or not-comply or indicate the specification offered)</i>
<p><b><u>Copy editing and Proof reading NEPAD Publications and Online Content</u></b></p>	<p><i>The NEPAD Agency on numerous occasions collects and/or writes content for various publications, reports, brochures and policy briefs. The main role of the selected author, copy editor and proof reader is to use this content to write and develop final print ready content to be presented in various formats including printed material or online content for the NEPAD Website and Knowledge Management Portal.</i></p> <p><i>The expected outputs will include the structuring of the content in a writing style aligned to NEPAD content structures, checking and correcting of proper spelling (English), content, format and syntax. In this context, the author and copy editor is expected to work closely with NEPAD's communications unit in carrying out the duties.</i></p> <p><b>The company must be an effective and well-trusted Company, with the required knowledge, staff educational qualifications, company experience, and most importantly, people skills.</b></p> <p><b>The Author and Copy Editor must demonstrate the following general experience, qualifications and skills:</b></p> <ul style="list-style-type: none"> <li>• In-depth knowledge and traceable track record in writing and copy editing</li> <li>• Excellent command of the English language</li> <li>• Writing, drafting and presentation skills</li> <li>• General understanding of Pan-African Organisations, specifically the NEPAD Agency and its mandate.</li> </ul> <p><b>Details of similar assignments previously undertaken within the past 2 years with samples thereof, working experience with the NEPAD Agency will be an added advantage</b></p> <p><b>Submit Curriculum Vitae of at least two experts (Copy editor and proof reader)</b></p>	
<p><b><u>Additional information</u></b></p>	<p>➤ Bidders to submit samples of previous work done in USB drive</p>	

## Section VIII. Sample Forms

### Notes on the Sample Forms

The Bidder shall complete and submit with its bid the **Bid Form** and **Price Schedules** pursuant to ITB Clause 9 and in accordance with the requirements included in the bidding documents.

When requested in the Bid Data Sheet, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Purchaser, pursuant to ITB Clause 15.3.

### Sample Forms

1. Bid Form and Price Schedules

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2. Bid Security Form

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## 1. Bid Form and Price Schedules

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

Procurement No: \_\_\_\_\_

To: *[name and address of Purchaser]*

Sir / Madam:

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in Clause 16.1 of the Bid Data Sheet and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")

Until a formal Contract is prepared and executed, this Bid, together with your written notification of award, shall constitute a binding Contract between us.

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

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 2 of the bidding documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorised to sign Bid for and on behalf of \_\_\_\_\_

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## 2. Bid Security Form

Whereas *[name of the Bidder]* (hereinafter called “the Bidder”) has submitted its bid dated *[date of submission of bid]* for the supply of *[name and/or description of the goods]* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound unto the NEPAD Planning and Coordinating Agency (hereinafter called “the Purchaser”) in the sum of *[amount]* for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder
  - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
  - (b) does not accept the correction of errors in accordance with the Instructions to Bidders; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

we undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

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*[signature and Seal of the bank]*



**Price Schedule: Lot 1 – PRINTING OF DOCUMENTS**

<b>LOT 1: PRINTING OF DOCUMENTS</b>						
Line Item N°	Description of Goods	Delivery Period as defined by Incoterms	Unit	Indicative Quantity and physical unit per individual Call-off		Unit price CIP (Midrand, South Africa)
				Minimum	Maximum	
1.	Reports - A4 – Saddle Stitch	2 weeks	ea	100	500	
2.	Reports - A4 – Perfect Bound	2 weeks	ea	100	500	
3.	Reports - A4 – PUR bound	2 weeks	ea	100	500	
4.	Reports - A4 – Wiro bound	2 weeks	ea	100	500	
5.	Reports – A5 – Saddle Stitch	2 weeks	ea	100	500	
6.	Reports – A5 – Perfect Bound	2 weeks	ea	100	500	
7.	Reports – A5 – PUR bound	2 weeks	ea	100	500	
8.	Reports – A5 – Wiro bound	2 weeks	ea	100	500	
9.	Posters – A2	2 weeks	ea	100	500	
10.	Flyer A4 – 2 page	2 weeks	ea	100	500	
11.	Leaflet – Z fold	2 weeks	ea	100	500	
12.	Folder	2 weeks	ea	100	1000	
13.	Envelope – (DL) standard	2 weeks	ea	200	500	
14.	Envelope – C4	2 weeks	ea	1000	3000	
15.	Envelope – C5	2 weeks	ea	500	1000	
16.	Envelope – B4	2 weeks	ea	200	500	
17.	Business cards	2 weeks	Ea (100s)	10	100	
VAT inclusive?						YES/NO

**Price Schedule: Lot 2 - BRANDED PROMOTIONAL MATERIALS**

<b>LOT 2: BRANDED PROMOTIONAL MATERIALS</b>						
Line Item N°	Description of Goods	Delivery Period as defined by Incoterms	Unit	Indicative Quantity and physical unit per individual Call-off		Unit price CIP (Midrand, South Africa)
				Minimum	Maximum	
1.	USB (Flash Drives) - 8 Gb	2 weeks	ea	50	500	
2.	V-Neck T-shirts	2 weeks	ea	100	500	
3.	Golf T-shirts	2 weeks	ea	100	500	
4.	Embroidered Bandanas	2 weeks	ea	50	200	
5.	Pull Up Banners	2 weeks	ea	2	10	
6.	Media banners	2 weeks	ea	2	10	
7.	Lanyards	2 weeks	ea	50	500	
8.	Diary – A5	2 weeks	ea	100	500	
9.	Desk Calendars	2 weeks	ea	100	200	
10.	Desk Tent Calendar	2 weeks	ea	50	100	
11.	Notebook	2 weeks	ea	100	500	
12.	Pens	2 weeks	Ea (50s)	2	50	
13.	Conference bags	2 weeks	ea	50	500	
14.	Laptop bags	2 weeks	ea	50	500	
15.	Mugs	2 weeks	ea	50	500	
16.	Glasses	2 weeks	ea	50	500	
17.	Table cloths	2 weeks	ea	5	20	
VAT inclusive?						YES/NO

**Price Schedule: Lot 3 - DESIGN AND LAYOUT**

<b>LOT 3: DESIGN AND LAYOUT</b>						
Line Item N°	Description of Goods	Delivery Period as defined by Incoterms	Unit	Indicative Quantity and physical unit per individual Call-off		Unit price CIP (Midrand, South Africa)
				Minimum	Maximum	
1.	Design & Layout – reports/publications	2 weeks	ea	20 pages document	200 pages document	
2.	Design & Layout – posters	2 weeks	ea	1 poster	10 posters	
3.	Design & Layout – flyers	2 weeks	ea	1 flyer	10 flyers	
4.	Design & Layout – Folders	2 weeks	ea	1 folder	3 folders	
VAT inclusive?						YES/NO

**Price Schedule: Lot 4 - COPY EDITING AND PROOF READING**

<b>LOT 4: COPY EDITING AND PROOF READING</b>						
Line Item N°	Description of Goods	Delivery Period as defined by Incoterms	Unit	Indicative Quantity and physical unit per individual Call-off		Unit price CIP (Midrand, South Africa)  PER PAGE (A4)
				Minimum	Maximum	
1.	Copy editing and proof reading NEPAD Publications and Online Content	2 weeks	ea	1 page document	200 pages document	
VAT inclusive?						YES/NO