



Africa Union Development Agency - (AUDA-NEPAD)

Bidding Document

for

Procurement for the Provision of Design, Layout, Copy Editing, and Proof-Reading Services for AUDA-NEPAD Framework Contract for a Period of Three (03) Years.

Procurement Number: 44/AUDA/OCEO/COMMS/RFB/2023

Issued: November 01, 2023

Africa Union Development Agency - New Partnership for Africa's Development (AUDA-NEPAD)

Requests for Bids

Framework Agreement

Procurement for the Provision of Design, Layout, Copy Editing, and Proof-Reading Services for the AUDA-NEPAD Framework Contract for a Period of Three (03) Years.

Lot 1: Design & Layout

Lot 2: Copy Editing and Proof Reading

Procurement Number: 44/AUDA/DOO/PROC/RFB/2023

1. The AUDA-NEPAD has allocated funds and intends to apply part of the proceeds towards payments under Call-off Contracts that may be awarded under the Framework Agreements (FAs) for above listed services concluded through this RFB Primary Procurement process.
2. The AUDA-NEPAD is undertaking Primary Procurement with a view to concluding Framework Agreements. The AUDA-NEPAD is the sole Purchaser under the Framework Agreement[s]. The AUDA-NEPAD now invites sealed Bids from eligible Bidders for the Provision of Design, Layout, Copy editing and Proof-Reading Services for a Period of Three (3) years.
3. The Framework Agreement(s) to be concluded may be Multi-User for all the African Union Organs and specialised institutions.
4. The Framework Agreements to be concluded will be "Multi-Supplier."
5. The selection of the 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 three (3) years.
7. Bidders may submit Bids for one or more lots.
8. All bids must be valid for 120 days.
9. The Framework Agreements shall be concluded for a Term of Three (3) 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 AUDA-NEPAD Contact Person (Mr. Nhamo Simuka) email: nhamos@nepad.org Tel: +27 11 256 3600.
12. A complete set of the bidding documents in English may be downloaded (in read-only form) from the AUDA-NEPAD website (www.nepad.org/tenders) by interested bidders.
13. Bids must be delivered in both hard and soft copies to the address below on or before **November 22, 2023 14:00 hrs (South Africa time)**
14. Electronic bids must be submitted to procurement@nepad.org and samples need to accompany every original submission made for the categories specified.
15. Late Bids will be rejected.
16. Bids will be publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend, at the address indicated below on **November 22, 2023 at 14:15 hrs (South Africa time) at or virtually via MS Teams.**
17. *Privacy Policy: AUDA-NEPAD Procurement office collects and uses your personal information for the "Procurement Process" when you intend to compete and deliver any service or goods for the organization either individually or as a firm based on your consent. Your personal data is our highest security and is kept for a period strictly necessary for the purpose set out. This privacy notice supplements the AUDA-NEPAD standard privacy notice and should be read in conjunction with the same available on the AUDA-NEPAD website.*
18. The address(es) referred to above is (are):

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

Email: procurement@nepad.org

Attention of: Procurement Division

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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
 - (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 authorized to bind the Bidder to the contract. All pages of the original bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed 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

24.1 The Purchaser will examine the bids to determine whether they

Examination

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.¹ 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”² 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”³ 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”⁴ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice”⁵ is impairing or harming or threatening to impair or harm, directly or indirectly,

¹ *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.*

² *“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.*

³ *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.*

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

⁵ *a “party” refers to any participant in the procurement process or contract execution.*

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.

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.

Introduction	
ITB Clause 1.1	Funding for this procurement is provided by AUDA-NEPAD
ITB Clause 1.1	Name of Purchaser: Africa Union Development Agency - (AUDA-NEPAD)
ITB Clause 1.1	The Procurement Number is: 44/AUDA/OCEO/COMMS/RFB/2023
ITB Clause 1.1	<p>Project Title/Name of Contract: The Procurement for the Provision of Design, Layout, Copy Editing, and Proof-Reading Services for AUDA-NEPAD Framework Contract for a Period of Three (03) Years.</p> <ul style="list-style-type: none"> • Lot 1: Design & Layout; and • Lot 2: Copy Editing and Proof Reading.
ITB Clause 3.1	The eligible origin of goods and services shall be restricted to countries that are Member States of the United Nations.
ITB Clause 6.1	<p>Purchaser's address, telephone numbers.</p> <p><u>Africa Union Development Agency - (AUDA-NEPAD)</u> 230 15th Road, Randjespark 1685, Midrand, P. O. Box 218 Johannesburg, South Africa +27 11 256 3600</p> <p>Inquiries and queries send to nhamos@nepad.org</p>
ITB Clause 8.1	The Language of the Bid is English

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

Preparation and Submission of Bids	
ITB Clause 13.3 (d)	The required documentary evidence to be submitted by the bidder to confirm eligibility to bid is as follows: <ul style="list-style-type: none"> ➤ Bid submission sheet; ➤ Power of attorney for the signatory of the bid; ➤ Three (3) years' experience in supplying similar items. ➤ Minimum five (5) reference letters of satisfactory completion of similar work should be submitted; and
ITB Clause 14.3 (b)	N/A
ITB Clause 15.1	No bid security required.
ITB Clause 16.1	The period of bid validity shall be 120 days from the date for submission of bids.
ITB Clause 17.1	In addition to the original of the bid, the number of copies required is three (3).
ITB Clause 18.2 (a)	The address for submission of bids is: <p><u>Africa Union Development Agency - (AUDA-NEPAD)</u> 230 15th Road, Randjespark 1685, Midrand, P. O. Box 218 Johannesburg, South Africa;</p> <p>NB: Hard copies bids should be deposited in the tender box situated on the ground floor reception area; and</p> <p>Soft copies bids should be submitted to procurement@nepad.org</p>
ITB Clause 18.2 (b)	IFB title and Procurement Number are: Procurement for the Provision of Design, Layout, Copy Editing, and Proof-Reading Services for AUDA-NEPAD Framework Contract for a Period of Three (03) Years: 44/AUDA/OCEO/COMMS/RFB/2023. <ul style="list-style-type: none"> • Lot 1: Design & Layout; and • Lot 2: Copy Editing and Proof Reading.
ITB Clause 19.1	The deadline for submission of bids is 14:00 hours SA local time on November 22, 2023
ITB Clause 22.1	The opening of bids shall take place at 14:15 hours SA local time on November 22, 2023 at 230 15th Road, Randjespark, 1685, Midrand, Johannesburg, South Africa

Bid Evaluation	
ITB Clause 25.2	The common currency for evaluation purposes is United States Dollars (US\$) and all bids in other currencies will be converted to the common currency at the exchange rate from the UN exchange rate on the date of the deadline for submission of bids.
ITB Clause 26.4	<p>In addition to the bid price the following factors will be taken into account in determining the lowest evaluated cost bid:</p> <ul style="list-style-type: none"> ➤ Application of non-conditional discounts; and ➤ Delivery schedule. <p><u>Mandatory Preliminary Documents to be Submitted</u></p> <ol style="list-style-type: none"> a. Commercial Registration of the firm attaching Registration certificates. b. An Official signed Letter from an authorized official, expressing interest of the firm to participate in the Bid c. Signed declaration of undertaking. d. General profile and background of the firm which should elaborate on the following: <ol style="list-style-type: none"> i. Core Business of the firms ii. Names of authorized representatives of the firms (Power of Attorney). iii. In the cases of Consortiums/Partnerships/Associations shall be required to submit Joint venture Agreements/Joint Association letters stating the lead firm. e. Experience of the Firm providing similar nature of the service required (to include written references from at least 3 institutional clients with contact details); and f. Availability of Professional Key Staff with Suitable Qualifications and experience in the field of assignment.
ITB Clauses 26.5 (a) to (h)	<p><u>Deviation in Delivery Schedule</u></p> <p>The Goods specified in the List of Services are required to be delivered by the supplier within 5-10 calendar days of the 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><u>Adjustment shall be as follows;</u></p> <p>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</p>

	later than the “Earliest Delivery Date”.
ITB Clause 27.1	A margin of preference for goods manufactured within the African Union will <u>not</u> apply.

Contract Award	
ITB Clause 31.1	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 AUDA-NEPAD 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 AUDA-NEPAD 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 NEAPAD Agency may decide to invite new bids. Alternatively, the AUDA-NEPAD 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 AUDA-NEPAD 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 – Not applicable.

(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 or United States Dollar Currency (US\$) equivalent

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 CIF 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.

Section VII. Technical Specifications

Technical Specifications: Lot 1 – Design and Layout of NEPAD Publications

Item	Technical Description	Bidders Response <i>(indicate if comply or not-comply or indicate the specification offered)</i>
<p><u>Design & Layout</u></p>	<p>The scope of work for document design involves the creation of a visually appealing and professionally formatted document that effectively communicates the content provided. The document will consist of text, images, charts, and other relevant visual elements as needed. The design should align with the AUDA-NEPAD branding guidelines and enhance readability and comprehension. The document's length and complexity will be provided as part of the project brief.</p> <p><u>Qualifications and Work Experience Required:</u></p> <ul style="list-style-type: none"> ➤ The AUDA-NEPAD is looking for a full-service firm with the required knowledge, staff educational qualifications, company experience, and most importantly, people skills. The Company should have a solid knowledge of and experience in: ➤ Experience in working with corporate branding guidelines and the ability to apply them effectively; ➤ Strong communication skills and the ability to collaborate with stakeholders to understand and meet their design requirements; ➤ Proven track record of delivering high-quality design projects on time; and ➤ Strong portfolio demonstrating expertise in document design, with a focus on creating engaging and informative materials <p>The team must comprise of Experts with qualifications in all sectors of communications and graphic designs, including:</p> <ul style="list-style-type: none"> ➤ A Bachelor's Degree in Graphic Design, Visual Communication, or a related field is often preferred. Some positions may require a Master's Degree for more advanced or specialized roles; and 	

Item	Technical Description	Bidders Response <i>(indicate if comply or not-comply or indicate the specification offered)</i>
	<p>➤ Proficiency in graphic design software (e.g., Adobe InDesign, Illustrator, Photoshop) and a solid understanding of typography, layout, and colour theory. NB: CVs to be provided in the proposal</p> <p><u>Other Details:</u></p> <p>Activities and Tasks:</p> <ul style="list-style-type: none"> • Project Kick-off Meeting: The designer will meet with the project stakeholders to discuss the document's purpose, target audience, key messages, and any specific design requirements; • Content Review: The designer will review the provided content and suggest structural improvements for clarity and coherence; • Design Concept Development: Based on the project brief and content, the designer will develop two designs concept. The approved design will then be laid out including layout, colour schemes, fonts, and overall visual style; • Draft Document: Create an initial draft of the document, incorporating the design concept and content. This draft will be subject to review and feedback; • Revision and Feedback: Address feedback provided by stakeholders and make necessary revisions to the document design; AND • Finalization: Prepare the final version of the document, ensuring all design elements are in place and the document is print-ready or suitable for digital distribution. <p><u>Submission & Approval of Deliverables:</u></p> <ul style="list-style-type: none"> ➤ The designer will submit the initial draft of the document by for review and feedback; ➤ Revised drafts, incorporating AUDA-NEPAD feedback, should be submitted for approval; and ➤ The final, print-ready or digitally optimised document (containing bookmarks) will be submitted. 	
<u>Additional</u>	➤ Bidders to submit samples of previous work	

Item	Technical Description	Bidders Response <i>(indicate if comply or not-comply or indicate the specification offered)</i>
information	done in USB drive.	

Technical Specifications: Lot 2 - Copy editing and Proof Reading

Item	Technical Description	Bidders Response <i>(indicate if comply or not-comply or indicate the specification offered)</i>
<p><u>Copy editing and Proof reading NEPAD Publications and Online Content</u></p>	<p><i>The AUDA-NEPAD 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><u>Scope of work, activities and Tasks</u></p> <ul style="list-style-type: none"> ➤ Substantively edit the report in a journalistic manner, and ensure the report is reader-friendly and jargon-free appropriate for varied audiences; ➤ Ensure clarity and continuity of the argument, structure and core themes of the report both analytical and stylistic; ➤ Review, edit and synthesise and rewrite content where necessary to ensure consistency in terms of content, language and flow; ➤ Edit, copyedit, and proofread the report, including graphs, with regards to content errors, style (British English) and punctuation, spelling and grammar; and produce a final version ready to be formatted for publication; ➤ Draft a Foreword of the document summarising the key messages of the document; ➤ Identify and extract from the report key 	

Item	Technical Description	Bidders Response <i>(indicate if comply or not-comply or indicate the specification offered)</i>
	<p>messages to be condensed into a short advocacy brief document written in a journalistic and accessible style, to be disseminated to wider audiences, including the media across the continent;</p> <ul style="list-style-type: none"> ➤ Ensure that the statistical data used and referenced in the text are complete and consistent; and ➤ Prepare a complete Table of Contents and Acronym List. <p><u>Qualification and work experience required</u> The AUDA-NEPAD is looking for a full-service firm with the required knowledge, staff educational qualifications, company experience, and most importantly, people skills.</p> <p><u>The Company should have:</u></p> <ul style="list-style-type: none"> ➤ Previous experience in editing and proofreading, either through internships, freelance work, or previous employment, is highly valuable. This experience demonstrates a practical understanding of editing techniques; ➤ Knowledge or experience in development issues can be an advantage. Industry-specific terminology and nuances require specialised knowledge; ➤ Ability to manage time efficiently and meet deadlines is crucial in the fast-paced environment of editing and proofreading. Editors often work on multiple projects with tight schedules; ➤ Flexibility to adapt to different writing styles, tones, and genres is important. Editors may work on a variety of materials, including marketing content and technical documents, etc; and ➤ A portfolio showcasing previous editing and proofreading work is often required, especially for freelance positions or senior roles within the firm. The portfolio demonstrates the editor's skills and expertise. 	

Item	Technical Description	Bidders Response <i>(indicate if comply or not-comply or indicate the specification offered)</i>
	<p>The key member of the team must comprise of experts with qualifications in all sectors of communications, including:</p> <ul style="list-style-type: none"> ➤ Advanced Degree in Communication, Linguistic, Literature or a related field; ➤ At least 5 years of experience in communication, editing or public relations; ➤ Mother-tongue level of proficiency in English and demonstrated excellent writing and editing skills is a prerequisite; ➤ Ability to synthesise complex documents in a journalistic manner; ➤ High level of accuracy, attention to detail and thoroughness; ➤ Ability to work under minimal supervision, be proactive, and with sound judgement; and ➤ Ability to work with MS Word, PowerPoint or Excel files is required. <p>NB: CVs to be provided</p> <p>Other Details:</p> <p><u>Submission & Approval of Deliverables</u></p> <p>In accordance with the scope of the assignment, the deliverables shall be submitted by the Editor to the AUDA-NEPAD in English in one soft copy Word version.</p> <ul style="list-style-type: none"> ➤ One draft version of report; ➤ Final report incorporating inputs from technical team after submission of draft report including Foreword, Executive Summary, Table of Contents, Acronym List; and ➤ Short advocacy brief highlighting the key messages. 	
<u>Additional information</u>	<ul style="list-style-type: none"> ➤ Bidders to submit samples of previous work done in USB drive 	

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

.....
40

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:

1. Having examined the bidding documents and have no reservations including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged;
2. We, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents;
3. The total price of our Bid, excluding any discounts offered in item (f) below is: *[insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid;
4. 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];*
5. We undertake, if our Bid is accepted, to deliver the goods and related services in accordance with the delivery schedule specified in the Schedule of Requirements;
6. 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;
7. We agree to abide by this Bid for the Bid Validity Period specified in ITB 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;
8. 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 Currency	and	Purpose of Commission or gratuity
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(if none, state "none")

9. Until a formal Contract is prepared and executed, this Bid, together with your written notification of Contract award, shall constitute a binding Contract between us;
10. We understand that you are not bound to accept the lowest or any Bid you may receive;
11. We further declare that:

-
- a) We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, other than alternative Bids submitted in accordance with ITB clause 10.2;
- b) we comply with the eligibility requirements as per ITB clause 2 of the bidding documents and have no conflict of interest in relationship to performance of this Contract.
- c) We confirm our understanding of our obligation to abide by the AU Ethics policy regarding corrupt and fraudulent practices as per ITB clause 36;
- d) We, along with any of our sub-consultants, subcontractors, suppliers, 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 World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank. Further, we are not ineligible under the South African laws or official regulations or pursuant to a decision of the United Nations Security Council;
- e) We have not been convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations or any Country for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
- f) We are not a shell company nor has our company been created specifically for this bid and confirm we are legally registered to operate a business under the Laws of *{insert country of registration}* since *{insert year of registration}*; and
- g) We are not being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered receivership, reorganisation or being in any analogous situation.
- h) Are not involved in corruption: offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.
- i) Comply with national tax and social security laws.
- 12) We commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by AUDA-NEPAD and, in any case, implement measures to prevent sexual exploitation, abuse and gender-based violence;
- 13) We undertake to bring to the attention of AUDA-NEPAD, any change in situation regarding points 11 and 12 here above.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorised to sign Bid for and on behalf of _____

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.

[signature and Seal of the bank]

Price Schedule: Lot 1 - DESIGN AND LAYOUT

Price Schedule for Goods Offered from Abroad

Name of Bidder _____ . Procurement No. _____. Page ___ of ___.

1	2	3	4	5	6	7	8
Item	Description	Country of origin	Quantity	Unit price ¹ FOB or FCA port or place of loading (specify port or place) ²	Unit price ¹ CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 6)	Unit price ¹ of inland delivery to final destination and unit price of other incidental services ³
1	Design & Layout – reports/publications		01				
2	Design & Layout – posters		01				
3	Design & Layout – flyers		01				
4	Design & Layout – Folders		01				

1. Currencies to be used in accordance with Clause 12 of the Instructions to Bidder.

2. Optional, but in accordance with Clause 11.2 (b) (ii) or (iii) of the Instructions to Bidders and the related provisions in the Bid Data Sheet.

3. Optional, but in accordance with Clause 11.2 (b) (iv) and (v) in the Instructions to Bidders and the related provisions in the Bid Data Sheet.

Signature of Bidder _____

Note: In the case of discrepancy between the unit price and the total, prices shall be adjusted by the Purchaser in accordance with the provisions of Clause 24.2 of the Instructions to Bidders.

Price Schedule for Goods Offered from within the Country Specified for Delivery

Name of Bidder _____, Procurement No. _____, Page __ of __.

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price ¹ EXW per item	Cost of local labour, raw material, and component ²	Total price EXW per item (cols. 4 x 5)	Unit prices ¹ per item final destination and unit price of other incidental services ³	Sales and other taxes to be exempted if Contract is awarded
1.	Design & Layout – reports/publications		01					
2	Design & Layout – posters		01					
3	Design & Layout – flyers		01					
4	Design & Layout – Folders		01					

1. Currencies to be used in accordance with Clause 12 of the Instructions to Bidders. The prices in columns 5 to 8 shall exclude all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item or the customs duties and sales and other taxes paid on the previously imported item offered ex warehouse, ex showroom, or off-the-shelf. These factors should not be entered separately. The total costs of all such taxes and duties to be exempted for the African Union shall be entered in column 9.

2. Indicated as a percentage of the EXW price.

3. Optional and only when required in accordance with Clause 11.2 (a)(iii) and (iv) in the Instructions to Bidders and the related provisions in the Bid Data Sheet.

Signature of Bidder _____

Note: In the case of a discrepancy between the unit price and the total, prices shall be adjusted by the Purchaser in accordance with the provisions of Clause 24.2 of the Instructions to Bidders.

Price Schedule: Lot 2 - COPY EDITING AND PROOFREADING

Price Schedule for Goods Offered from Abroad

Name of Bidder. Procurement No. _____. Page ___ of _____

1	2	3	4	5	6	7	8
Item	Description	Country of origin	Quantity	Unit price ¹ FOB or FCA port or place of loading (specify port or place) ²	Unit price ¹ CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 6)	Unit price ¹ of inland delivery to final destination and unit price of other incidental services ³
1.	Copy editing and proof Reading NEPAD Publications and Online Content						

1. Currencies to be used in accordance with Clause 12 of the Instructions to Bidder.

2. Optional, but in accordance with Clause 11.2 (b) (ii) or (iii) of the Instructions to Bidders and the related provisions in the Bid Data Sheet.

3. Optional, but in accordance with Clause 11.2 (b) (iv) and (v) in the Instructions to Bidders and the related provisions in the Bid Data Sheet.

Signature of Bidder _____

Note: In the case of discrepancy between the unit price and the total, prices shall be adjusted by the Purchaser in accordance with the provisions of Clause 24.2 of the Instructions to Bidders.

Price Schedule for Goods Offered from within the Country Specified for Delivery

Name of Bidder _____, Procurement No._____. Page __ of __.

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price ¹ EXW per item	Cost of local labour, raw material, and component ²	Total price EXW per item (cols. 4 x 5)	Unit prices ¹ per item final destination and unit price of other incidental services ³	Sales and other taxes to be exempted if Contract is awarded
1.	Copy editing and proof reading NEPAD Publications and Online Content		01					

1. Currencies to be used in accordance with Clause 12 of the Instructions to Bidders. The prices in columns 5 to 8 shall exclude all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item or the customs duties and sales and other taxes paid on the previously imported item offered ex warehouse, ex showroom, or off-the-shelf. These factors should not be entered separately. The total costs of all such taxes and duties to be exempted for the African Union shall be entered in column 9.

2. Indicated as a percentage of the EXW price.

3. Optional and only when required in accordance with Clause 11.2 (a)(iii) and (iv) in the Instructions to Bidders and the related provisions in the Bid Data Sheet.

Signature of Bidder _____

Note: In the case of discrepancy between the unit price and the total, prices shall be adjusted by the Purchaser in accordance with the provisions of Clause 24.2 of the Instructions to Bidders.