

Section 1: Instructions to Bidders

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A. General**Instructions to Bidders****1. Scope of Bid**

- 1.1 Press Corporation PLC (PCL) intends to shortlist eligible, capable and competent suppliers to provide goods, works and/or services for its corporate office for a period of three (3) years commencing 2018.
- 1.2 The requirements have been separated by categories. Bidders are allowed to bid one or more than one category, according to their preference.
- 1.3 Bids for each category must be submitted separately considering that qualifications required in one category may not be applicable in another category.
- 1.4 Bids should be properly sealed in separate envelopes clearly indicating the category which the particular bid applies.
- 1.5 Bids must be prepared in accordance to the PCL standard pre-qualification bidding document which is presented together with these instructions.
- 1.6 The instructions to bidders are a guiding tool to bidders and contain information which must be read and understood before preparing the bids. They SHOULD NOT be submitted together with or as part of the prepared bid.

2. Eligible Bidders

- 2.1 A bidder shall:
 - (a) have the legal capacity to enter into a contract;
 - (b) not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing; and
 - (c) have fulfilled their obligations to pay taxes according to the tax laws of their country of registration.
- 2.2 In order to demonstrate compliance with the criteria in ITB Sub-Clause 2.1, a Bidder shall submit with its Bid either:
 - (a) its certificate of Registration demonstrating its registered supplier status; or
 - (b) appropriate documentary evidence demonstrating its compliance.
- 2.3 Bidding is open to all local bidders with capacity to do so at the time of the invitation.
- 2.4 A Bidder that has been debarred from participating in PCL procurement at the date of the deadline for bid submission or thereafter, shall be disqualified.

3. Qualification of the Bidder

- 3.1 All bidders shall provide the Qualification Information Form as detailed in the bidding forms.
- 3.2 All bidders shall include the following information and documents with their bids:
 - (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business or a copy of the Bidder's registration certificate where such documents have been provided to obtain registered supplier status;
 - (b) monetary values of goods, works or services performed for other customers before

- (c) experience in supply of goods, works or services of a similar nature and size and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;
- (d) qualifications and experience of key management and technical personnel (for works and services)
- (e) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports
- (f) evidence of adequacy of working capital for this pre-qualification arrangement (access to line(s) of credit and availability of other financial resources); and
- (g) Information regarding any litigation, current or during the last three (3) years, in which the Bidder is involved, the parties concerned, and disputed amount.

4. Bids per Bidder

- 4.1 Each Bidder is permitted to submit bids for several categories depending on his capabilities. However, success in one category does not automatically result in success in other categories.

5. Cost of Bidding

- 5.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and PCL will in no case be responsible or liable for those costs.

B. Bidding Document

6. Content of Bidding Documents

- 6.1 A standard bidding document is available and can be accessed together with these instructions. The standard bidding document has been prepared in form of questionnaire for easy and uniform presentation of information. Bidders must ensure that their bids are prepared in the exact manner and format as shown in the standard bidding document. Any bids presented without following the standard bidding document format will not be considered.

- 6.2 The standard bidding document contains the following sections;

- Part 1 Organisation Information
- Part 2 Eligibility
- Part 3 Business and Professional Conduct
- Part 4 Organisation Ability and Technical Capacity
- Part 5 Financial Information

7. Clarification of Bidding Documents

- 7.1 A prospective Bidder requiring any clarification of the bidding documents may notify PCL in writing at PCL's address indicated in the Standard bidding document. PCL will respond to any request for clarification received earlier than fourteen (14) days prior to the deadline for submission of bids. Copies of PCL's response will be forwarded to all Bidders, including a description of the inquiry, but without identifying its source.

8. Amendment of Bidding Documents

- 8.1 Before the deadline for submission of bids, PCL may modify the bidding documents by issuing addenda.
- 8.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in

writing to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing to PCL.

- 8.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, PCL shall extend, as necessary, the deadline for submission of bids, in accordance with Sub-Clause 18 below.

C. Preparation of Bids

9. Language of Bid

- 9.1 All documents relating to the Bid shall be in English. Any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English; in which case, for purposes of interpretation of the Bid, the translation shall govern.

10. Bid Validity

- 10.1 Bids shall remain valid for three months.
- 10.2 In exceptional circumstances, PCL may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid.

11. Format and Signing of Bid

- 11.1 The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 12 of these Instructions to Bidders, bound with the volume containing the Bid Submission Form, and clearly marked with the category name and number, bidder's name and address and PCL's address as detailed in the advert.
- 11.2 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Bidder, as the case may be. All pages of the Bid where entries or amendments have been made shall be initialled by the person or persons signing the Bid.
- 11.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by PCL, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

D. Submission of Bids

12. Sealing and Marking of Bids

- 12.1 The Bidder shall seal the Bid in an envelope, duly marking the envelopes as described in clause 11.1 above
- 12.2 The envelopes shall:
 - (a) be addressed to PCL at the address provided in the advert;
 - (b) bear the name and category number ; and
 - (c) provide a warning not to open except in the presence of the Internal Procurement Committee and not to be opened before the specified time and date for Bid opening as defined in the advert.
- 12.3 If the outer envelope is not sealed and marked as above, PCL will assume no responsibility for

the misplacement or premature opening of the Bid.

13. Deadline for Submission of Bids

- 13.1 Bids shall be delivered to PCL at the address specified in the advert no later than the time and date specified in the same.
- 13.2 PCL may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 8, in which case all rights and obligations of PCL and the bidders previously subject to the original deadline will then be subject to the new deadline.

14. Late Bids

- 14.1 Any Bid received by PCL after the deadline prescribed in Clause 16.4 will be returned unopened to the Bidder.

15. Withdrawal, Substitution and Modification of Bids

- 15.1 Bidders may withdraw, substitute or modify their bids by giving notice in writing before the deadline prescribed in Clause 16.
- 15.2 Each Bidder's withdrawal, substitution or modification notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 18 and 19, with the outer and inner envelopes additionally marked "WITHDRAWAL", "SUBSTITUTION" or "MODIFICATION" as appropriate. The corresponding substitution or modification of the bid must accompany the written notice.
- 15.3 No Bid may be modified after the deadline for submission of Bids.

E. Bid Opening and Evaluation

16. Bid Opening

- 16.1 PCL Internal Procurement Committee will open the bids, including substitutions and modifications made pursuant after the bid submission closing date. No bidders will be invited for the bid opening.
- 16.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted shall not be opened. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. . No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorisation to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorisation to request the modification and is read out at bid opening.
- 16.3 Bids, substitutions or modifications that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
- 16.4 No bid will be rejected at bid opening except for late bids, which will be returned unopened to the bidder.

17. Process to be Confidential

- 17.1 PCL shall ensure confidentiality of supplier information during and after the pre-qualification

Process.

18. Clarification of Bids and Contacting PCL

- 18.1 To assist in the examination, evaluation and comparison of bids, PCL may, at its discretion, ask any Bidder for clarification of the Bidder's Bid. The request for clarification and the response shall be in writing, but no change in the substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of errors discovered by PCL in the evaluation of the bids in accordance with Clause 20.
- 18.2 Subject to sub-clause 18.1 no Bidder shall contact PCL on any matter relating to its bid from the time of the bid opening to the time the exercise is through. If the Bidder wishes to bring additional information to the notice of PCL, it should do so in writing.
- 18.3 Any effort by the Bidder to influence PCL in PCL's bid evaluation may result in the rejection of the Bidder's bid.

19. Examination of Bids and Determination of Responsiveness

- 19.1 Prior to the detailed evaluation of bids, PCL will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 2; (b) has been properly signed; and (c) is substantially responsive to the requirements of the bidding documents.
- 19.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, PCL's rights or the Bidder's obligations under the pre-qualification; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 19.3 If a Bid is not substantially responsive, it will be rejected by PCL, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

20. Correction of Errors

- 20.1 Bids determined to be substantially responsive will be checked by PCL for any errors.
- 20.2 Errors will be corrected by PCL as follows:
 - (a) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (b) If there is a discrepancy between words and figures, words shall prevail.
- 20.3 The figures stated in the Bid will be adjusted by PCL in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected figures, the Bid will be rejected.

21. Evaluation and Comparison of Bids

- 21.1 PCL will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 22.
- 21.2 PCL reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for PCL will

not be taken into account in Bid evaluation.

F. Selection for Pre-qualification

22. Selection Criteria

22.1 PCL will pre-qualify the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered a proposal that meets or exceeds PCL evaluation criteria.

23. Procuring Entity's Right to Accept and Bid and to Reject any or all Bids

23.1 Notwithstanding Clause 22, PCL reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the conclusion of the pre-qualification exercise, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for PCL's action.

24. Notification of results

24.1 All bidders will be notified of the results of the pre-qualification exercise through an advert in the newspapers of wide circulation.

24.2 The notification of results will constitute the intent by PCL to procure goods, works or services from the successful bidders over a period of one year. It does not guarantee that the bidder will have business from PCL. When a need arises, all or some of the pre-qualified suppliers will be approached to submit quotations or tenders as the case may be. The most economical quote will be given the opportunity to supply to PCL.

25. Arbitration

25.1 All disputes and differences which may hereafter arise between the parties hereto under or in connection with this bid document shall be handled in accordance with the Arbitration Act (Cap. 6:03 of the Laws of Malawi) or any statutory modification or re-enactment thereof for the time being in force to a single arbitrator if the parties can agree upon one and in default of such agreement to two arbitrators one to be appointed by each party.

26. Corrupt or Fraudulent Practices

26.1 PCL requires that Bidders and Suppliers observe the highest standard of ethics during the procurement and execution of such contracts. The company expects all Bidders and Suppliers to adhere to PCL's Corporate Fraud Policy and Code of Ethics whose copy can be provided upon request. In pursuance of this policy, the company:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a member of staff in the procurement process or in contract execution;
 - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of PCL, designed to establish prices at artificial, non-competitive levels; and
 - (iv) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) will reject a recommendation for award if it determines that the Bidder recommended for

award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;

- (c) will debar a Bidder from participation in procurement with PCL for a specified period of time if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

26.2 A copy of PCL's Anti-corruption policy is available on request