

PROPOSAL TO BEYOND ZERO

RFP NUMBER:	RFP-BZ-GF-DBE-0001-2021	
DESCRIPTION:	REQUEST FOR PROPOSAL FOR THE PROVISION OF BULK PRINTING AND DELIVERY OF SCRIPTED LESSON PLAN BOOKS AND REFERENCE MANUALS FOR USE IN SCHOOLS	
PUBLISH DATE:	16 MARCH 2021	
VALIDITY PERIOD:	90 DAYS	
CLOSING DATE:	29 MARCH 2021	
CLOSING TIME:	13:00	
ONE ORIGINAL AND FOUR (4) COPIES OF THE PROPOSAL MUST BE HAND DELIVERED OR COURIERED TO ONE OF THE FOLLOWING OFFICES:	BEYOND ZERO NPC 110 MOORE STREET QUIGNEY EAST LONDON ATT: PROCUREMENT MANAGER	RESPONSES CAN ALTERNATIVELY BE SUBMITTED VIA AN EMAIL AT PROCUREMENT@BEYONDZERO.ORG.ZA NO LATE BIDS WILL BE ACCEPTED
COMPULSORY BRIEFING:	NOT APPLICABLE	

BIDDER NAME:

STRUCTURE OF THE RFP

A. BIDDING STRUCTURE – complete

B. CHECKLIST OF DOCUMENTS – complete and sign

C. UNDERTAKINGS BY THE BIDDER – complete and sign

D. BID CONDITIONS – complete

E. B-BBEE – complete and sign

F. DUE-DILIGENCE AND DECLARATION OF INTEREST – complete and sign

G. PRICING SCHEDULE – complete and sign

H. DETAILED TECHNICAL SPECIFICATIONS

ALL PROPOSALS MUST BE SUBMITTED ON THIS OFFICIAL PROPOSAL FORM

THIS RFP IS SUBJECT TO THE GENERAL CONDITIONS OF THE BID, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

A**BIDDING STRUCTURE**

THE FOLLOWING PARTICULARS MUST BE FURNISHED. FAILURE TO DO SO SHALL RESULT IN THE PROPOSAL BEING DISQUALIFIED.

Indicate the type of Bidding Structure by marking with an 'X':

Individual bidder	
Joint venture	
Consortium	
Using subcontractors	
Other (provide detail)	

If individual bidder, indicate the following:

Name of bidder	
Entity registration number	
VAT registration number	
Contact person	
Telephone / mobile number	
E-mail address	
Postal address	
Physical address	

If a Joint Venture or Consortium, indicate the following:

Name of prime contractor	
Entity registration number	
VAT registration number	
Contact person	
Telephone / mobile number	
E-mail address	
Postal address	
Physical address	

If a Joint Venture or Consortium, indicate the following: (To be completed by each JV / Consortium member)

Name of JV / Consortium member	
Registration number	
VAT registration number	
Contact person	
Telephone / mobile number	
E-mail address	
Postal address	
Physical address	

If a Joint Venture or Consortium, indicate the following: (To be completed by each JV / Consortium member)

Name of JV / Consortium member	
Entity registration number	
VAT registration number	
Contact person	
Telephone / mobile number	
E-mail address	
Postal address	
Physical address	

If using Subcontractors, indicate the following: (To be completed by each Subcontractor)	
Name of Subcontractor	
Entity registration number	
VAT registration number	
Contact person	
Telephone / mobile number	
E-mail address	
Postal address	
Physical address	

If using Subcontractors, indicate the following: (To be completed by each Subcontractor)	
Name of Subcontractor	
Entity registration number	
VAT registration number	
Contact person	
Telephone / mobile number	
E-mail address	
Postal address	
Physical address	

B**CHECKLIST OF DOCUMENTS TO BE SUBMITTED**

Please circle the applicable box:

YES	NO	One original Proposal with four copies (clearly marked as 'Original', 'Copy 1', 'Copy 2' etc.)
YES	NO	Valid Tax Clearance Certificate.
YES	NO	VAT Registration Certificate.
YES	NO	Past three (3) year's Annual Financial Statements with a signed Audit Report if applicable, or
YES	NO	Past three (3) year's Annual Financial Statements prepared by an Independent Accountant if applicable.
YES	NO	Certified Copies of the Original CIPC Registration Documents, listing Directors and Shareholders if applicable.
YES	NO	Certified Copies of the latest Share Certificates in the case of a Company.
YES	NO	Shareholding breakdown per race, gender and percentage shareholding.
YES	NO	Declaration of interest on entity letterhead.
YES	NO	List of references of past and present clients.
YES	NO	BBBEE Rating Certificate issued by a SANAS Accredited BBBEE verification agency.
YES	NO	Signed letter of good standing with financial institution (Bank).
YES	NO	Track record of having completed a single project on supply and delivery of a service with similar monetary value (reference letter to be provided).

Kindly take note that:

1. Should all of the required documents not be included in the proposal, the bidder may be disqualified on the basis of non-compliance.
2. The same documents must be submitted for all other companies that are involved in the proposal in the case of a JV / Consortium or if Subcontractors are to be used

 Name in print

 Signed

 Capacity

 Date

C

UNDERTAKINGS BY THE BIDDER

- 1 **The Proposal submission pack should not be re-typed but photocopies may be prepared and used.** However, only documents with the original signature in black ink shall be accepted. Additional offers against any item should be made on a photocopy of the page in question.
 - 1.1 Black ink should be used when completing Proposal documents.
 - 1.2 Bidders should check the numbers of the pages to satisfy themselves that none are missing or duplicated. Beyond Zero will accept NO liability in regard to anything arising from the fact that pages are missing or duplicated.
- 2 I/We hereby Bid to supply all or any of the supplies and/or services described in the attached Proposal to Beyond Zero on the terms and conditions and in accordance with the specifications stipulated in the RFP documents, and which shall be taken as part of, and incorporated into, this Proposal at the prices inserted therein.
- 3 **I/We agree that:**
 - 3.1 The offer herein shall remain binding upon me/us and open for acceptance by Beyond Zero during the validity period indicated and calculated from the closing hour and date of the Bid;
 - 3.2 The laws of the Republic of South Africa shall govern any contract created by the acceptance of my/our Proposal and that I/we choose domicilium citandi et executandi in the Republic as indicated below; and
 - 3.3 **NB: BIDDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.**
- 4 I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our Proposal that the price(s) and rate(s) quoted cover all the work/item(s) specified in the RFP documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- 5 I/We hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this Proposal as the Principle/s liable for the fulfillment of any contract that may result from this Proposal.

Signature(s) of Bidder(s):

Date:

Name(s) of signatory(ies):

Capacity(ies):

Are you duly authorized to sign this Proposal?:

Name of Bidder:

Physical address:

Postal address:

Contact number:

E-mail:

D BID CONDITIONS

1. Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and are required to explicitly state either **"ACCEPT"** or **"NOT ACCEPT"** (with a "√") regarding compliance with the requirements. Where necessary the Bidder shall substantiate their response to a specific question.
2. A "√" under **"ACCEPT"** will be interpreted as full compliance with / acceptance of the applicable requirement. A "√" under **"NOT ACCEPT"** will be interpreted that the Bidder/s has/have read and understood the paragraph, but the bidder does **not accept** the content of the applicable requirement.
3. **NOTE: If "PARTIAL" is indicated as the level of compliance and NO supporting documentation is provided that clearly clarifies the Bidder/s position, the paragraph will be evaluated as "NOT ACCEPT".**
4. The following Bid Conditions will govern any contract between the Beyond Zero and the successful Bidder:

Requirement	ACCEPT	NOT ACCEPT
4.1.1 Bidders are invited to offer the supplies and/or services in accordance with the attached specifications and the conditions within this document.		
4.1.2 The successful Bidder/s will be contracted to procure the supplies and/or services for a period to be agreed after which Beyond Zero reserves the right to review and extend the contract for further period/s at Beyond Zero's discretion.		
4.1.3 The price / costs / fees will be negotiated.		
Interpretation of requirements	ACCEPT	NOT ACCEPT
4.1.4 The Bidder/s shall accept Beyond Zero's interpretation of any specific requirement in the Bid documents or specifications should there be a difference of interpretation between the Bidder/s and Beyond Zero.		
4.1.5 Should any dispute arise as a result of this Bid and/or any subsequent contract, which cannot be settled to the mutual satisfaction of the Bidder/s and Beyond Zero, it shall be dealt with in terms of General Conditions of Contract of this document.		
4.1.6 Should there be any discrepancies between the Bid conditions and any other documentation that forms part of this RFP, the Bid conditions shall take preference.		
Documentation	ACCEPT	NOT ACCEPT
4.1.7 Fully comprehensive service documentation shall be supplied in English by each Bidder, which shall explicitly and in detail describe		

the supplies and/or service/s offered. This documentation shall include sufficient detail to clearly give the reader a precise and unambiguous description of the supplies and/or service/s offered. Incomplete or incomprehensive service documentation will result in rejection of the Proposal.		
4.1.8 The Bidder's name and address should clearly appear on the outside of the Proposal documents and on envelope.		
Selection	ACCEPT	NOT ACCEPT
4.1.9 BZ reserves the right to evaluate and consider any Proposals that do not comply strictly to this RFP.		
4.1.10 Acceptance of any Proposals will only indicate, without any obligations on the part of either Beyond Zero and/or a Bidder, the willingness of such parties to enter into negotiations, which may or may not result in a contract/order as the case may be.		
4.1.11 BZ reserves the right to make a selection solely on the information received in the Proposals or to negotiate further with one or more Bidder/s.		
4.1.12 The Bidder/s selected for further negotiations, if any, will be chosen on the basis of the greatest benefit to Beyond Zero and not necessarily on the basis of lowest price or any other criteria.		
4.1.13 Should BZ consider it necessary, the Bidder/s shall agree to an inspection of the resources and works of the Bidder, if so required.		
4.1.14 Should BZ consider it necessary, Beyond Zero will visit the Bidder/s customer sites.		
4.1.15 Beyond Zero reserves the right to cancel this RFP at any time.		
4.1.16 Beyond Zero reserves the right to not accept any Proposals.		
4.1.17 Beyond Zero reserves the right to accept one or more Proposals for further negotiation.		
4.1.18 Beyond Zero reserves the right to contact any Bidder during the evaluation period to clarify information only, without informing any other Bidder.		
Copyright	ACCEPT	NOT ACCEPT
4.1.19 The specifications contained herein are the intellectual property of Beyond Zero.		
4.1.20 The contents of any specifications are the property of Beyond Zero and are confidential. It shall not in any manner be reproduced, destroyed, lent or given away without the permission of Beyond Zero.		
Precedence	ACCEPT	NOT ACCEPT

4.1.21 All details, dimensions and instructions shown on any drawings, diagrams and specifications quoted, shall form part of this bid document.		
4.1.22 If there are any contradictory requirements between the specifications, the drawings referred to and other specification that have been quoted, the order of precedence, from the highest to lowest is: <ul style="list-style-type: none"> • Statutory and mandatory requirements, • This bid document, • Contract Conditions 		
Alternative suppliers	ACCEPT	NOT ACCEPT
4.1.22 The Bidder accepts that the Beyond Zero will have the right to contract with any other Service Provider for provisions of services not covered by this specification.		
4.1.23 The Bidder must also submit a written statement to the specification of Beyond Zero by the Bidder, that none of his Personnel have any involvement or interest in the Bidder's business.		
Submission of the Proposal	ACCEPT	NOT ACCEPT
4.1.23 Beyond Zero will also reject a Proposal if the Bidder/s fail to complete the compliance section/s in the format as described in paragraphs 1. and 2.		
Service approval	ACCEPT	NOT ACCEPT
4.1.24 The Procuring of the supplies and/or services shall not take place until Beyond Zero has given final approval of all procedures.		
Additional criteria	ACCEPT	NOT ACCEPT
4.1.25 Beyond Zero will evaluate the proposals against the following criteria: <ul style="list-style-type: none"> • Compliance with the Specifications/ Functionality • Price • BEE • Compliance with the Bid Conditions 		
Black Economic Empowerment (BBEE)	ACCEPT	NOT ACCEPT
4.1.26 Beyond Zero has established a programme of economic empowerment in our procurement strategies. In this regard, companies are required to indicate their involvement, current and planned, with black businesses and professionals. This will form an important part of the evaluation criteria to be used. BZ reserves the right to request all relevant information, agreements and other documents to verify information supplied in response hereto.		
Small business development (SMME)	ACCEPT	NOT ACCEPT

4.1.27 Beyond Zero has established a programme of economic empowerment in our procurement strategies. In this regard, and as far as is acceptable from a value-for-money perspective, SMMEs will be considered. This will form an important part of the evaluation criteria to be used.		
Addenda	ACCEPT	NOT ACCEPT
4.1.28 In the event that modifications, clarifications or additions to the RFP become necessary, all Bidders will be notified, in writing, and such modifications, clarifications or additions shall be included as addenda to this RFP.		

Preparation costs	ACCEPT	NOT ACCEPT
4.1.29 All costs incurred in the preparation, presentation and demonstration of the Proposal shall be for the account of the bidder. All supporting documentation and manuals submitted with the Proposal shall become Beyond Zero property unless otherwise stated by the Bidder/s at the time of submission.		
Confidential Material	ACCEPT	NOT ACCEPT
4.1.30 Any material submitted by the Bidder/s, which is considered to be confidential in nature, must be clearly marked as such.		
Payment terms – Local Creditors	ACCEPT	NOT ACCEPT
4.1.31 Payments of invoices will be effected on by the last day of the calendar month following the calendar month of receipt of a correct and original invoice. Invoices/statements should be submitted <u>after</u> Beyond Zero has acknowledged receipt of the services procured or goods supplied. A correct and original monthly statement reflecting the above invoices must be submitted to Beyond Zero by the 5 th calendar day of each month.		

5. Please note that the following clauses of Beyond Zero’s conditions and procedures governing the Procurement of Goods and Services.

5.1. CONTRACT TERMINATION

5.1.1. A contract/s with a successful Bidder/s may be terminated by Beyond Zero on the grounds of valid commercial or operational requirements that were not foreseen at the time of the Proposal being submitted and the contract being entered into. Beyond Zero, if it wishes to terminate the contract, shall be required to give 30 (thirty) days written notice of its intention to terminate the contract. Such notice must be preceded by bona fide discussion between the Beyond Zero and the successful Bidder. In this instance Beyond Zero shall only remain liable for all amounts due to the successful Bidder with respect to the period ending on the date of the cancellation, and shall not be held liable for any damages or losses on the basis of such a termination of the contract.

5.2. DISPUTE RESOLUTION

5.2.1. All disputes arising out of this RFP or relating to the legal validity of this RFP or any part thereof shall be resolved under this paragraph 5.2. The parties must refer any dispute to be resolved by Negotiation, in terms of paragraph 5.2.3; failing which Mediation, in terms of paragraph 5.2.4; failing which Arbitration, in terms of paragraph 5.2.6.

- 5.2.2. Paragraph Clause 5.2.1 shall not preclude any party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict, or mandamus pending finalisation of the dispute resolution process contemplated in paragraph 5.2.1, for which purpose the parties irrevocably submit to the jurisdiction of a division of the High Court of the Republic of South Africa.
- 5.2.3. Within ten (10) days of notification, the parties must seek an amicable resolution to the dispute by referring the dispute to designated and authorized representatives of each of the parties to negotiate and resolve the dispute. If an amicable resolution to the dispute is found the authorized representatives of the parties must sign, within the ten (10) day period, an agreement confirming that the dispute has been resolved.
- 5.2.4. If negotiation in terms of paragraph 5.2.3 fails, the parties must, within fifteen (15) days of the negotiations failing, refer the dispute for resolution by mediation under the rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).
- 5.2.5. The periods for negotiation (specified in paragraph 5.2.3) or for referral of the dispute for mediation (specified in paragraph 5.2.4), may be shortened or lengthened by written agreement between the parties.
- 5.2.6. In the event of the mediation contemplated in paragraph 5.2.4 failing the parties shall refer the dispute, within fifteen (15) days of the mediation failing, for resolution by expedited arbitration under the current rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).
- 5.2.7. A single arbitrator shall be appointed by agreement between the parties within ten (10) days of the dispute being referred for arbitration, failing which the arbitrator shall be appointed by the Secretariat of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).
- 5.2.8. At all times, every reasonable effort shall be made to ensure that such arbitrator has the necessary technical skills to enable him to adjudicate the dispute in a satisfactory manner.
- 5.2.9. The arbitration shall be held at Centurion, South Africa, in English.
- 5.2.10. The South African law shall apply.
- 5.2.11. The parties shall be entitled to legal representation.
- 5.2.12. The award of the arbitrator shall be final and binding on the parties, who hereby agree to give effect to the award. Either party shall be entitled to have the arbitrator's award made an order of court at the cost of the party requesting same.
- 5.2.13. This paragraph shall constitute the irrevocable consent of the parties to the dispute resolution proceeding in terms hereof and neither of the parties shall be entitled to withdraw there from or to claim at any arbitration proceedings that they are not bound by the arbitration provisions of this RFP.
- 5.2.14. Both parties shall comply with all the provisions of the RFP and with all due diligence during the determination of such dispute should the latter arise during the course of the RFP.

5.3. PAYMENT TERMS – LOCAL CREDITORS

- 5.3.1. Original, detailed, correct and complete tax invoices, delivery notes, monthly statements (where applicable), VAT registration numbers (where applicable), verification of bank details (in

the format required) and any other relevant supporting documents must be submitted to Beyond Zero after it has acknowledged receipt in writing of the services procured or goods received, to its satisfaction.

- 5.3.2. Tax invoices and all necessary supporting documents contemplated in 5.3.1 above must be submitted to Beyond Zero by the 1st (first) business day of a calendar month in order for payment to be effected by the end of the same calendar month. Otherwise payment shall be effected by the end of the following calendar month. Payments shall furthermore only be made on condition that the required documentation submitted are the originals, correct and complete.
- 5.3.3. No penalty interest shall be permitted to be charged in the event of the requirements referred to in 5.3.1 and 5.3.2 above not being complied with.
- 5.3.4. Payment shall be effected by electronic bank transfer or any other method of payment decided to be used by Beyond Zero from time to time and at Beyond Zero's sole discretion.
- 5.3.5. Payment shall furthermore be subject to Beyond Zero's standard Special Terms and Conditions of Contract, which if applicable shall prevail over this clause in all instances; and a copy whereof shall be furnished upon request.

5.4. TERMINATION

The following clause will be applicable to all contracts entered into/orders placed by Beyond Zero:

If, at any time during the currency of this Proposal and any subsequent contract/order, Beyond Zero in its reasonable discretion determines that the other party has, in respect of this bid, contract/order or any other contract/order or agreement to which they were or are parties to:

- Acted dishonestly and/or in bad faith, and/or
- Has made any intentional or negligent misrepresentation to Beyond Zero whether in any negotiations preceding the conclusion of, or in the execution of this RFP or any other agreement between the parties,

Then Beyond Zero shall be entitled by written notice to the other party forthwith to cancel the contract/order. Upon such cancellation, Beyond Zero shall be entitled, in addition to all other remedies available to it, to recover from the other party all damages it has suffered by virtue of such conduct by the other party. Should, at the time of such cancellation, Beyond Zero be indebted to the other party for any amounts whatsoever, Beyond Zero shall be entitled to withhold payment in respect thereof for a period of 90 (ninety) days from the date of cancellation in order to investigate the party's conduct and any damages suffered by Beyond Zero. NO payment by Beyond Zero to the other party after the lapse of such period shall preclude Beyond Zero thereafter, from recovering from the other party any such damages as it may have suffered.

5.5. SPECIFIC INFORMATION REQUIRED

For ease of reference and evaluating purposes, please furnish replies under the same headings and refer individually to all specific paragraph numbers. Please be clear in your response and use definite answers.

5.6. COPIES REQUIRED

It is a condition that the Bidder/s shall furnish a Proposal comprising of **one original plus 4 (four) copies** in response to this RFP. The Bidder/s shall ensure that all the relevant information and documentation is submitted with the original as well as the copies. Beyond Zero shall not be liable should it become evident that a Bidder/s offer/s is/are not accepted and the reason for such non-acceptance is as a result of the Bidder/s failure to include the information in all four copies.

5.7. DUE DILIGENCE

Bidder/s must supply Financial information as requested in paragraph B of the section marked “F DUE DILIGENCE AND DECLARATION OF INTEREST”.

5.8. GENERAL VENDOR INFORMATION

5.8.1. The following general information is required from the Bidder/s:

- a) Name of Company and Trading Name
- b) Postal address
- c) Physical address
- d) Telephone and email address
- e) Head office:
 - o Postal address
 - o Physical address
 - o Telephone and email address
- f) Contact person
- g) List of Directors, Shareholders and Affiliated Companies, with proof of shareholding
- h) Company Registration Number
- i) Date of Registration
- j) Ownership structure:
 - o Shareholding and Controlling Interests
 - o Basic Functional Structure
- k) Original Valid Tax Clearance Certificate
- l) Past three (3) years Annual Financial Statements, audited if required, or prepared by an independent accountant if audit is not required.

5.9. INFRASTRUCTURE

5.9.1. Provide a description of whether the company is classified and national, regional or international.

5.9.2. List all branches and offices within South Africa together with telephone numbers.

5.10. ACTIVITY AND SERVICE PROFILE

5.10.1. Provide a detailed description of:

- a) Main field of expertise and main area of operations
- b) Range of services offered
- c) Reference list of contracts completed during the past three (3) or more years, including value, duration, location and contact persons
- d) List of current contracts and value thereof, with contact persons
- e) Any contracts that have been cancelled, with details regarding the cause of cancellation

5.11. MANAGEMENT AND SERVICING

5.11.1. Please supply a full description of how the company is organized together with an organisation organogram.

5.11.2. Please indicate a breakdown of staff compliment into management/ supervisors/ administration/ guards/ other services (specify).

5.11.3. Please provide details of qualifications and selection process with regards to management and supervisory expertise in the company

5.11.4. Are all these personnel employed on a full time basis? If not, provide details.

5.12. ELECTRONIC DATA INTERCHANGE (EDI)

5.12.1. Respond to the following questions in respect of EDI by ticking the relevant box:

a) Do you have access to the Internet?

YES	NO

b) Are you interested in EDI between yourself and Beyond Zero?

YES	NO

5.13. REASONS FOR DISQUALIFICATION

5.13.1. Beyond Zero reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification:

- a) Bidders who do not submit a valid and original Tax Clearance Certificate at the closing date and time of the RFP;
- b) Bidders who submitted incomplete information and documentation according to the requirements of this RFP;
- c) Bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, B-BBEE credentials, experience, etc.;
- d) Bidders who received information not available to other vendors through fraudulent means; and/or
- e) Bidders who do not comply with **mandatory requirements** as stipulated in this RFP.

5.13.2. There shall be **no public opening** of the Proposals received; however, the list of proposals received may be published on the Beyond Zero website. There shall be no discussions with any enterprise until evaluation of the proposal has been complete. Any subsequent discussions shall be at the discretion of Beyond Zero. Unless specifically provided for in the proposal document, proposals submitted by means of facsimile shall not be considered.

5.14. ENQUIRIES

Enquiries regarding this RFP are to be submitted via e-mail to:

RFP Enquiries – Procurement Manager

Procurement@beyondzero.org.za

Enquiries should reference specific paragraph numbers, where appropriate. All enquiries must be forwarded in writing by email by no later than 13:00 on the 05th March 2021.



BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

This preference form must form part of all Proposals. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

- 1.1. The following preference point systems are applicable to all proposals:
 - 1.1.1. The 80/20 system for requirements with a Rand value of up to R1,000,000 (all applicable taxes included), and
 - 1.1.2. The 90/10 system for requirements with a Rand value above R1,000,000 (all applicable taxes included).
- 1.2. The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.
- 1.3. Preference points for this RFP shall be awarded for:
 - 1.3.1. **Price:** **90 points**
 - 1.3.2. **BBBEE Status Level of Contribution:** **10 points**
100 points
- 1.4. Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5. Beyond Zero reserves the right to require of a Bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Beyond Zero.

2. DEFINITIONS

- 2.1. **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2. **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3. **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity Based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4. **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation for the provision of services, works or goods, through price quotations, advertised competitive bidding

- processes or proposals;
- 2.5. **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
 - 2.6. **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
 - 2.7. **"contract"** means the agreement that results from the acceptance of a bid;
 - 2.8. **"EME"** means any enterprise with an annual total revenue of R5 million or less;
 - 2.9. **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
 - 2.10. **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
 - 2.11. **"non-firm prices"** means all prices other than "firm" prices;
 - 2.12. **"person"** includes a juristic person;
 - 2.13. **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
 - 2.14. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
 - 2.15. **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
 - 2.16. **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
 - 2.17. **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1. The Bidder obtaining the highest number of total points may be deemed the successful Bidder.
- 3.2. Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3. Points scored must be rounded off to the nearest 2 decimal places.
- 3.4. In the event that two or more proposals have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE .
- 3.5. However, when functionality is part of the evaluation process and two or more proposals have scored equal points including equal preference points for B-

BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6. Should two or more proposals be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

5.1. In terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points (90/10 system)	Number of Points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant Contributor	0	0

5.2. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3. Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited

by SANAS.

- 5.4. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an Unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

6.1. Bidders who claim points in respect of B-BBEE Status Level Contribution must complete the following:

B-BBEE Status Level on Contribution.....=.....points (maximum of 10 points)

(Points claimed must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA)

7. SUB-CONTRACTING

7.1. Will any portion of the Proposal be sub-contracted? YES / NO (delete which is not applicable)

7.2. If yes, please indicate:

7.2.1. What percentage of the Proposal will be sub-contracted:.....%

7.2.2. Name of sub-contractor...../.....

7.2.3. B-BBEE Status Level of the sub-contractor/s.....

7.2.4. Is/are the sub-contractor/s an EME? YES / NO (delete which is not applicable)

8. DECLARATION

8.1. Name of company:.....

8.2. Company registration number:.....

8.3. VAT Registration number:.....

8.4. Type of Entity (tick applicable option):

- Company
- Close Corporation
- NPC
- Partnership / Joint Venture / Consortium
- Sole Proprietor

8.5. Describe the Principal Business Activities:.....

8.6. Company Classification (tick applicable option):

- Manufacturer
- Supplier
- Professional Service Provider
- Other (provide detail).....

8.7. Total number of years the entity has been in business?.....YEARS

8.8. I/we, the undersigned, who is / are duly authorized to do so on behalf of the entity certify that the points claimed, based on the B-BBEE Status Level of Contribution indicated in paragraph 5, qualifies the entity for the preference(s) shown and I/we acknowledge that:

8.8.1. The information furnished is true and correct;

8.8.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

8.8.3. In the event of a contract being awarded as a result of points claimed as shown in paragraph 6, the contractor may be required to furnish documentary proof to the satisfaction of Beyond Zero that the claims are correct;

8.8.4. If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Beyond Zero may, in addition to any other remedy it may have:

- a) disqualify the person from the bidding process;
- b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- c) cancel any contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- d) restrict the Bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from Beyond Zero for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

e) forward the matter for criminal prosecution

SIGNATURE OF BIDDER(S):

WITNESS:

WITNESS:

DATE:.....



DUE-DILIGENCE AND DECLARATION OF INTEREST

DUE DILIGENCE: FINANCIAL ASSESSMENT

A. SUPPLIER EVALUATION QUESTIONNAIRE

This questionnaire must be completed by all Bidder/s. This information is critical for Bidder/s evaluation purposes and must be completed honestly and accurately.

1. Names of your company’s five key customers and as a percentage of accounts receivable / debtors book.

Customer Name	% of accounts receivable / debtors book
	0 > 20%
	20% > 40%
	40% > 60%
	60% > 80%
	80% > 100%

2. How often did your company experience industrial action incidents e.g. strikes, go-slows, etc. Please indicate the number of incidences by completing the relevant block.

Past year	Past two years	Past three years

3. Kindly indicate your entity’s investment in training (as a percentage of turnover).....%

4. Indicate your entity’s Top Management experience by ticking the relevant boxes:

Average years:	< 5 years	5>10 years	10>15 years	15>20 years	20 ears>

5. Does your entity have Electronic Data Interface (EDI) capabilities? YES / NO (delete which is not applicable)
6. Can information received from buyers be fed into your applications electronically? YES / NO (delete which is not applicable)
7. Can your entity provide information to buyers in electronic format? YES / NO (delete which is not applicable)
8. Does your entity have any existing electronic link with your trading partners? YES / NO (delete which is not applicable)
9. How long has your entity been trading or in operation? Please tick the relevant box:

Years in operation:	Less than 3 years	3 to 5 years	6 to 10 years	11 to 15 years	More than 15 years
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I / we hereby confirm that above information has been completed to the best of our knowledge and that no attempt has been made to misrepresent or misstate the facts or answer as required by this questionnaire.

Signature:	Name:
Position:	Date:
Entity name:	Official Entity stamp:

B. INFORMATION REQUIRED FOR FINANCIAL ASSESSMENT

The following information must be submitted with the Proposal documents:

- Annual Certified / Audited Financial Statements i.e. Balance Sheet, Income Statement / Detailed Income Statement and Cash Flow Statement - for the past three years.
- A detailed description of business relationships / agreement between the Bidder and their licensor / franchisee / partner shall be provided as well as the identification of any restrictions.
- A statement by the Bidder confirming that none of his personnel has any involvement or interest in Beyond Zero.
- Contact names and telephone numbers of at least three key / largest customers of the Bidder/s.
- Bidder/s banking details i.e. account number, name of main bank and branch.
- Group Structure (including percentage shareholding or member interests).
- Non-listed entities to submit a brief report or review on operations, current financial results and future plans.

All requested information in A and B above must be completed / submitted. This information is critical for assessment purposes. Should abovementioned information be unavailable for any reason, Beyond Zero will award a 0 (nil) point for information not submitted.



PRICING SCHEDULE

This section of the Proposal must be completed and signed by the Bidder's authorised personnel as indicated below:

- Please indicate your total bid price here: R..... (compulsory)
Important: It is mandatory to indicate your total bid price as requested above. This price must be the same as the total bid price you submit in your pricing schedule. Should the total bid prices differ, the one indicated above shall be considered the correct price.
- NOTE: All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).**
- Are the rates quoted firm for the full period of the Proposal? YES / NO (delete which is not applicable)
- Mandatory:** If not firm for full period, provide details of the basis on which adjustments shall be applied, e.g. CPI, and also details of the cost breakdown if applicable.

Cost / price element:	Basis of adjustment :
1.	
2.	
3.	
4.	

- Price adjustments:

No price adjustments that are 100% linked to exchange rate variations shall be allowed.	Comply	Not comply
Substantiate / comments:		

- Rates linked to Exchange Rate:

The Bidder must indicate clearly which portion of the price is linked to the Exchange Rate.	Comply	Not comply
Substantiate / comments:		

- Additional costs:

All additional costs must be clearly specified.	Comply	Not comply
Substantiate / comments:		

PRICE DECLARATION FORM

Dear Sir / Madam,

Having read through and examined the RFP number **RFP-BZ-GF- DBE-0001-2021**, its Conditions, Requirement and all other provisions of the RFP, we offer to provide.....(the goods and/or services) to Beyond Zero, for the total tendered sum of:

(VAT included)

In words:

We confirm that this price covers all goods and/or services to be provided to Beyond Zero. We confirm that Beyond Zero will incur **no** additional costs whatsoever over and above this amount in connection with the goods and/or services. We undertake to hold this offer open for acceptance for a period of 90 days from the date of submission of our Proposal. We further undertake that upon final acceptance of our Proposal, we will commence with delivery when required to do so by Beyond Zero.

Moreover we agree that until formal Contract Documents have been prepared and executed, this Proposal, together with a written acceptance from Beyond Zero shall constitute a binding agreement between us, governed by the terms and conditions set out in this RFP.

We understand that Beyond Zero is not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this Proposal.

We hereby undertake for the period during which this Proposal remains open for acceptance not to divulge to any persons, other than the persons to which the Proposal is submitted, any information relating to the submission of this Proposals or the details therein except where such is necessary for the submission of this Proposal.

SIGNED: _____ **DATE:** _____

NAME: _____

DESIGNATION: _____

FOR AND ON BEHALF OF:

ENTITY NAME:	
CONTACT NUMBER:	
EMAIL ADDRESS:	
PHYSICAL ADDRESS:	

H

DETAILED TECHNICAL SPECIFICATIONS

1. BACKGROUND

Beyond Zero (BZ) has been successfully implementing comprehensive services across the HIV and TB care continuum in the Eastern Cape (EC), KwaZulu-Natal (KZN) and Limpopo Provinces for the past 17 years, targeting key and vulnerable populations including: adolescents and youths, sex workers (SW), orphans and vulnerable children (OVC), men who have sex with men (MSM) and people living with HIV amongst others. BZ is also one of the 4 nominated Principal Recipient (PRs) in South Africa to lead and provide strategic management, oversight, monitoring and evaluation on the implementation of the Global Fund grant for the period April 2019 until March 2022 in 7 provinces of South Africa.

2. OVERVIEW OF REQUIREMENTS

This RFP seeks Proposals for the printing, binding, packaging and delivery of school Learner Textbooks, Educator Reference Manuals and Advocacy Manuals, as specified in Section 2.1 below. Provision for delivery of the printed material is to be included, and details thereof are included in Section 2.1 below.

As the content of the printed material is protected by copyright, the template material for each textbook and/or manual shall only be provided to the successful bidder, and shall be subject to the signing of a Non-disclosure Agreement with Beyond Zero. Samples of the various books and manuals shall be made available for physical inspection for pricing purposes.

2.1. SCOPE OF REQUIREMENTS

2.1.1. General

ANNEXURES A.1 & A.2 (“Technical Specifications”) provides a detailed scope of requirement. **ANNEXURE B** (“Quantification Schedule”) provides the quantities required and delivery information.

2.1.2. Packaging

The printed material is to be plastic wrapped in bundles as specified in **ANNEXURE A.1 & A.2**, and delivered in sealed cardboard boxes.

2.1.3. Storage and warehousing

Any storage and/or warehousing that is required must be provided for, and such facilities must be safe and secure, and may be inspected by Beyond Zero for compliance. It is not anticipated that there will be any protracted storage and/or warehousing requirements.

2.1.4. Distribution

Distribution throughout South Africa must be provided for. Delivery points are indicated in **ANNEXURE B**, and contact details shall be provided to the successful bidder.

2.1.5. Confidentiality

The printed material is protected by copyright, and the sharing thereof for printing purposes, as well as the delivery of the printed material to its destination, shall be governed by a Non-disclosure Agreement. This shall require that proof is provided by the successful bidder that

all sample material and templates have been destroyed after use.

2.2. GENERAL CONDITIONS

- a) Bidders who fail to deliver the required goods at a given time, quantity and quality will be given 30 days to rectify the situation before the contract is terminated.
- b) Bidders are advised that goods will be required to be delivered within 30 days of the timeframes in the deliverables after receiving the request.
- c) Bidders must be contactable as and when a need arises.
- d) Beyond Zero reserves the right to return goods supplied should it be proven that they are of an inferior quality.
- e) Should the supplier continue to provide inferior quality products, Beyond Zero reserves the right to terminate the contract and the bidder next in line shall be appointed.
- f) Beyond Zero is not bound to accept any of the proposals submitted and reserves the right to call for the Best and Final Offers from short listed bidders before final selection.
- g) Beyond Zero reserves the right to call for interviews with the shortlisted Bidders before final selection.
- h) Bidders must provide a detailed pricing schedule indicating unit prices.
- i) The lowest or any bid will not necessarily be accepted and Beyond Zero reserves the right to accept the whole or part of any bid.
- j) Beyond Zero reserves the right to appoint more than one service provider.
- k) Beyond Zero reserves the right to cancel this bid or any portion thereof.
- l) Beyond Zero reserves the right to award the whole contract or part thereof.
- m) Bidders should note that quantities and grand totals referred to in the bill of quantities are for bid evaluation purposes and does not reflect real quantities to be bought neither the total amount to be paid to the supplier annually or after the duration of the contract.

3. EVALUATION PROCESS AND CRITERIA

Beyond Zero will use a pre-determined evaluation criterion when considering received Proposals. The evaluation criteria will consider the commitment made for Mandatory, Functionality/Technical, Price and B-BBEE. During the evaluation of received Proposals Beyond Zero will make an assessment whether all the Proposals comply with set minimum requirements. Bidders which fail to meet minimum requirements, thresholds or have not submitted required mandatory documents will be disqualified from the bid process.

The requirements of any given stage must be complied with prior to progression to the next stage. Beyond Zero reserves the right to disqualify bidders without requesting any outstanding document/information.

A staged approach will be used to evaluate bids and the approach will be as follows:

STAGE 1	STAGE 2	STAGE 3
Compliance to Mandatory Administration Criteria	Evaluate on Functionality or Technical Aspects of Proposal	Evaluate Price and B-BBEE

4. MANDATORY REQUIREMENTS

Bidders must meet all mandatory requirements as stipulated in the RFP document. Failure to comply with any of the requirements leads to the vendor being disqualified. Mandatory requirements are not subjected to any scoring as these are absolute minimum requirements.

MANDATORY REQUIREMENTS	COMPLY	NOT COMPLY
1. Valid Entity Registration or Sole Proprietor		
2. Valid Tax Clearance Certificate		
3. Valid VAT Registration Document (if VAT registered)		
4. Valid B-BBEE Certificate or Affidavit (as applicable – refer to Section E)		
5. Full compliance with the Specifications detailed in Section H and ANNEXURE A		

5. TECHNICAL REQUIREMENTS

The technical and/or functionality criterion against which the Proposal will be evaluated is/are as follows:

ITEM NO.	TECHNICAL EVALUATION CRITERIA	PROOF	WEIGHTING %
1.	Experience of the organisation. The bidding organisation must have successfully completed similar provision (including warehousing and distribution) of the specified supplies in the last 5 years.	Relevant Client reference letters on a client's letter-head, dated and signed, with contact details and describing the supplies rendered.	40
2.	Capacity to deliver The bidding organisation must be able to demonstrate that it has adequate equipment and storage facilities with valid OHS compliance certificate.	Proof of possession of equipment and storage facilities adequate for the purpose. Proof of OHS compliance.	20
3.	Approach/Methodology The bidding organisation must provide a realistic and acceptable timeline that provides detail on how long it shall take to deliver the printed material to the specified destinations.	Clear Timeline Statement	20
4.	Compliance of product with specifications The bidder must provide a comprehensive indication that all technical specifications shall be complied with.	Samples provided of similar printing done in the past that complies with the technical requirements.	20
TOTAL			100

NB: All Proposals that score less than 75% out of 100% on Technical Requirements (including site and/or customer visits as applicable) shall not be considered for further evaluation on Price and B-BBEE.

6. PRICING AND B-BBEE

The evaluation for Price and B-BBEE shall be based on the 90/10 PPPFA principle and the points for evaluation criteria are as follows:

EVALUATION CRITERIA		POINTS
1.	Price	90
2.	B-BBEE	10
TOTAL		100

NB: B-BBEE shall be evaluated according to Beyond Zero's Standard Guidelines as detailed in Section E of this RFP.