



BeyondZero

a partner in public health transformation

BiD Document

Bid Ref No:	BZ-GF-2024-09-04
Description	Appointment of a production company or creative agency to produce and place radio content for communication campaigns in support of demand creation activities for Adolescents and Young People (AYP), Men who have Sex with other Men (MSM) and Transgender (TG) programmes for a period of three (3) months.
Publication Date:	27 September 2024
Physical / Virtual Briefing Session	N/A
Deadline for questions / queries	27 September 2024
Deadline for Beyond Zero to respond to questions / queries	30 September 2024
Bid Response Submission Address	tenders-procurement@beyondzero.org.za
Closing Date and Time	16 October 2024, @15h00pm
Validity Period	120 Days from the Closing Date

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1 INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE FOLLOWING BEYOND ZERO REQUIREMENTS

Bid number: BZ-GF-2024-09-04

Closing date and time: 16 October 2024,15h00

Description: Appointment of a production company or creative agency to produce and place radio content for communication campaigns in support of demand creation activities for Adolescents and Young People (AYP), Men who have Sex with other Men (MSM) and Transgender (TG) programmes for a period of three (3) months.

Bidding procedure enquiries may be directed to: tenders-procurement@beyondzero.org.za

Bid responses may be submitted to: tenders-procurement@beyondzero.org.za

Bidder Information: Bidders are required to furnish the following information.

Name of Bidder			
Postal Address			
Street Address			
Contact Person			
Telephone number		Mobile number	
e-mail address			
Tax Compliance PIN		VAT Registration number	

B-BBEE Status Level		B-BBEE Certificate or Affidavit provided?	
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Bid Response Structure: (Mark with X next to applicable structure)

- Individual Bidder
 Joint Venture
 Consortium
 Sub-Contracting

If the response is submitted as a Consortium, Joint Venture, or Sub-Contracting Arrangement, list the members of such structure below:

- i. _____
- ii. _____
- iii. _____
- iv. _____
- v. _____

1.1. Bid Submission Requirements

- i. Bids must be submitted by the stipulated closing date and time to the email address or physical address provided.
- ii. Bidders are advised to submit their bid responses at least 30 minutes before the set closing time to avoid any Information Technology (IT) network congestions or technical challenges in this regard, which may result in bid responses being received late. Beyond Zero’s e-mail servers are configured to receive e-mails with sizes up to 150MB.
- iii. Bidders must ensure their bid is submitted under the rules of the competition and before the specified closing time and date.
- iv. All bids must be submitted on the official forms provided (no forms may be re-typed) or in the manner as prescribed in the bid document.
- v. In the case of Consortia, Joint Ventures or Sub-contractors, Bidders are required to provide copies of signed agreements stipulating the split of the work and revenue.

1.2. Instructions for submitting bids.

- i. Proof of Accreditation / appointment as authorised dealer, Bidders shall submit proposal responses in accordance with the prescribed manner of submission as specified in this document. **Failure to comply with the bid submission requirements will lead to disqualification.**
- ii. The bid must be signed by an authorised employee, agent, or representative of the Bidder and each page of the proposal shall contain the initials of same signatories.

- iii. Bidders are required to submit all returnable documents/information together with their bids/proposals.
- iv. All services supplied in accordance with the Bidder's proposal must be in accordance with all applicable legal requirements in terms of South African law, policies, and regulations.
- v. All Bids in this regard shall only be accepted if they have been received before or on the closing date and stipulated time.
- vi. Only bid responses received via the specified email address will be considered.
- vii. Late bids shall not be considered.

1.3. Conditions for submitting bids.

- i. The successful Bidder will be required to enter a written contract for the delivery of the goods / services / works awarded to them.
- ii. Beyond Zero reserves the right to conduct a due-diligence exercise to evaluate the Bidder's capabilities to meet the requirements specified in this bid and supporting documents.
- iii. Where applicable, Beyond Zero reserves the right to conduct benchmarks on prices and/or product/services offered during and after the evaluation.
- iv. The onus is on the Bidder to continuously check Beyond Zero website for any communication and changes on the bid document. Beyond Zero will not be held responsible for any failure by the Bidder to check updates on the bid document.

1.4. Tax Compliance Requirements

- i. Bidders must ensure compliance with their tax obligations.
- ii. Bidders are required to provide their unique personal Identification Number (PIN) issued by SARS to enable Beyond Zero to verify the taxpayer's profile and tax status.
- iii. Application for Tax Compliance Status (TCS) may be made via e-filing through the SARS website, www.sars.gov.za
- iv. Bidders may also submit a hard copy TCS certificate with their bid.
- v. In bids where a consortium, joint venture or sub-contractors are involved, each part must submit a separate TCS PIN / CSD registration number.

SIGNATURE OF BIDDER: **DATE:**

Capacity under which this response is signed:

(Proof of authority e.g., Company Resolution must be submitted)

2 BID TERMS AND CONDITIONS

2.1 Cost of bidding

2.1.1 The Bidder shall bear all costs and expenses associated with preparation and submission of its bid/proposal, and Beyond Zero shall under no circumstances be responsible or liable for those costs, regardless of the conduct or outcome of the bidding, evaluation, and selection process.

2.2 Language

2.2.1 Bids shall be prepared in English.

2.3 Gender

2.3.1 Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.

2.4 Prohibited Practices

2.4.1 Bidders, suppliers, contractors, subcontractors, and consultants, observe the highest standard of ethics during the procurement and execution of such contracts. Beyond Zero defines the terms stated below as Prohibited Practices:

- “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
- “Fraudulent practice” means 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; and
- “Fronting practice” means a deliberate circumvention or attempted circumvention of the B-BBEE Act and the Codes. Fronting commonly involves reliance on data or

claims of compliance based on misrepresentations of facts, whether made by the party claiming compliance or by any other person.

2.4.2 Beyond Zero will reject a bid proposal for award if it determines that the service provider, contractor, or consultant recommended for award has engaged in prohibited practices in competing for the bid/contract in question.

2.4.3 Beyond Zero may declare a Bidder ineligible, either indefinitely or for a stated period, to be awarded a Beyond Zero contract(s) if at any time it is determines that the Bidder has engaged in prohibited practices in competing for a bid, or in executing, a contract.

2.4.4 Beyond Zero reserves the right, where a Bidder has been found by a judicial process or by law enforcement mechanism to have engaged in prohibited practices, to cancel all or part of awarded contracts and to declare that such a Bidder is ineligible, either indefinitely or for a stated period, to be awarded a Beyond Zero contracts.

2.5 Cancellation of Bids

2.5.1 Beyond Zero reserves the right to cancel this bid, reject any proposal and to not award the contract to the lowest Bidder or to award parts of the proposal to different bidders.

2.6 Validity Period of Bid Proposal

2.6.1 Bid proposals shall remain valid for the period specified in the Bid Document after the Bid Closing/Submission Deadline date prescribed by Beyond Zero. A bid proposal valid for a shorter period may be rejected as non-responsive.

2.7 Deadline for Submission of Bid Proposals

2.7.1 All bid proposals/responses must be received by Beyond Zero at the address or via email, no later than the date and time indicated in the bid document.

2.7.2 Beyond Zero may, at its discretion, extend the deadline for the submission of Bid Proposal by amending the Bid Document, in which case all rights and obligations Beyond Zero and Bidders were previously subject to the deadline shall thereafter be subject to the deadline as extended.

2.8 Late Bids

2.8.1 Bidders must ensure their bid is submitted under the rules of the competition and before the specified deadline.

2.8.2 Beyond Zero shall not consider any bid response that arrives after the bid closing date and time for submission, unless it is the only bid response received. Any bid response

received after the closing date and time shall be declared late, rejected, and not considered for evaluation.

2.9 Clarification of Bid Document, Site Visit and Briefing Session

- 2.9.1 Beyond Zero has provided a single point of entry for any questions or queries that the Bidder may have. All queries must be submitted in writing and channelled to authorised contact person named on the cover page.
- 2.9.2 Communication with any other personnel or Beyond Zero staff member, with regard to this bid is strongly discouraged and will result in disqualification of the respective Bidder's bid/proposal submission.
- 2.9.3 The closing time for clarification of queries is three (3) days before the deadline for bid/proposal submission. The Bidders should take note that questions together with responses will be sent to all Bidders and in instance whereby there was a compulsory Briefing Session to, Bidders who attended.

2.10 Beyond Zero Right's

- 2.10.1 Beyond Zero reserves the right to request the administrative returnable documents after the closing date and time, in instances where the Bidder has not returned the documents. However, Beyond Zero is under no obligation to request such documents or information and may elect to disqualify a Bidder that has not returned the requisite document.
- 2.10.2 Beyond Zero reserves the right to conduct a due-diligence exercise to evaluate the Bidder's capabilities to meet the requirements specified in the bid document and supporting documents.
- 2.10.3 Beyond Zero reserves the right to disqualify any bid that is not submitted in accordance with any of the instructions contained herein.
- 2.10.4 Beyond Zero reserves the right to award this bid as a whole or in part.
- 2.10.5 Beyond Zero reserves the right not to accept the lowest priced bid or any bid in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose bid is functionally acceptable and/or financially advantageous to Beyond Zero.
- 2.10.6 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 will be notified in writing of such disqualification, and only upon conclusion of the process:

- i. Bidders who fail to provide their SARS issued Tax Verification PIN code which gives access to Beyond Zero to electronically verify tax compliance.
- ii. Bidders who submit incomplete information and documentation according to the requirements of this bid document.
- iii. Bidders who submit fraudulent, factually untrue, or inaccurate information.
- iv. Bidders who do not comply with one or more of the mandatory requirements (if any) as stipulated in the bid document; and
- v. Bidders who receive information not available to other potential bidders through fraudulent means or who obtains information from an unauthorized person.

2.10.7 Beyond Zero reserves the right to recover any additional expenses incurred by Beyond Zero for having to accept any less favourable proposal or the additional expenditure incurred by Beyond Zero in the preparation of a new tender, from any Bidder who decides to withdraw its proposal after accepting an award.

2.11 Occupational Injuries and Diseases Act 13 of 1993

2.11.1 The Bidder warrants that all its employees (including the employees of any sub-contractor that may be appointed) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 13 of 1993 and that the cover shall remain in force for the duration of the adjudication of this bid and/ or subsequent agreement. Beyond Zero reserves the right to request the Bidder to submit documentary proof of the Bidder's registration and "good standing" with the Compensation Fund, or similar proof acceptable to Beyond Zero.

2.12 Processing of the Bidder's Personal Information

2.12.1 All personal information of the Bidder, its employees, representatives, associates, and sub-contractors ("Bidder Personal Information") required under this bid is collected and processed for the purpose of assessing the strength and competitiveness of the proposal.

2.12.2 The evaluation and award of the contract shall be conducted in accordance with applicable legislation, policies, and standards.

2.12.3 The Bidder is advised that Bidder Personal Information may be passed on to third parties to whom Beyond Zero is compelled by law to provide such information.

2.12.4 All Personal Information collected will be processed in accordance with POPIA.

2.12.5 The following persons will have access to the Personal Information that has been collected:

- i. Beyond Zero personnel participating in procurement/award procedures; and members of the public: within seven working days from the time the bid is awarded.

2.12.6 Beyond Zero will ensure that the rights of the Bidder and of its employees or representatives (i.e., the right of access and the right to rectify) are effectively guaranteed in accordance with the procedures

SIGNATURE OF BIDDER: DATE:

Capacity under which this response is signed:

(Proof of authority e.g., Company Resolution must be submitted)

3 LIST OF ALL RETURNABLE & COMPULSORY DOCUMENTS

The Bidder shall complete and submit the following returnable documents.

Description	Compulsory (Yes/No)	Non-Compulsory (Yes/No)	Attached (Bidder to indicate)
CIPC Registration Documents	✓		
Certified ID Copies of the Directors	✓		
Valid B-BBEE certificate/Sworn Affidavit	✓		
Valid Tax Compliance Letter/PIN	✓		
Valid Notice of VAT registration for all expenditure more than R1 million or if not a VAT vendor, bidders must submit VAT exemption letter from SARS, latest Audited Financial statement or management Account.	✓		
Joint Venture Agreement or Consortium Agreement, signed and initialled on each page (if applicable)	✓		
Signed Global Fund Code of Conduct for Suppliers of Services	✓		
Bid terms and conditions - Completed and signed	✓		
Special Conditions of Contract signed	✓		
Completed and Signed Declaration of Interest	✓		
Completed, Signed and Certified copy of resolution personally signed by the chairperson of board of directors attached or delegated person	✓		
Bid document completed and signed	✓		
Methodology and approach	✓		
Pre and post production methodology and approach	✓		
Company Reference letters	✓		
Project Team	✓		

Note: Failure on the part of a Bidder to submit proof of BBEE Status level of contributor/Valid Sworn Affidavit together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed

4 SPECIAL CONDITIONS OF CONTRACT

4.1 Acceptance of bid

4.1.1 This bid has been invited and will be adjudicated in terms of the Beyond Zero Supply Chain Management Policy. The Beyond Zero Bid Adjudication Committee is under no obligation to accept the lowest or any bid.

4.1.2 The financial standing of Bidders and their ability to manufacture or to supply goods or render services may be examined before their bids are considered for acceptance.

4.2 Service Level Agreement

4.2.1 The award of the bid is subject to the signing of a Service Level Agreement (SLA) between the successful Bidder and Beyond Zero.

4.3 Appeals

4.3.1 Entities aggrieved by a decision of a Beyond Zero Bid Adjudication Committee or a delegate of an accounting officer, may appeal to the Bid Appeals Tribunal in the prescribed manner by the Supply Chain Management Policy.

4.4 Amendment of contract

4.4.1 Any amendment to or renunciation of the provisions of the contract shall always be done in writing and shall be signed by both parties subject to the Legal Services screening the amendment before it is signed.

4.5 Penalties

4.5.1 If the Bidder fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, Beyond Zero shall, without prejudice to its other remedies under the contract, deduct from the contract price as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed service using the current prime interest rate calculated for each day of the delay until actual delivery or performance

4.6 Force Majeure

4.6.1 If at any time, during the continuance of the agreement the performance in whole or in part, by the firm, of any obligation specified in the agreement, is prevented, restricted, delayed or interfered, by reason of war or hostility, act of the public enemy, civic

commotion, sabotage, direction from statutory authority, explosion, epidemic, quarantine restriction, fire, floods, natural calamities or any act of GOD, (hereinafter referred to as event), provided notice of happenings of any such event is given by the Service Provider to Beyond Zero within seven calendar days from the date of occurrence thereof, the Service Provider may be excused from performance of its obligation. Provided further that the obligations under the Agreement shall be resumed by the Service Provider, as soon as practicable, after such event comes to an end or ceases to exist. The decision of Beyond Zero as to whether the obligations may be so resumed (and the time frame within which the obligations may be resumed) or not, shall be final and conclusive.

4.6.2 However, the Force Majeure events mentioned above will not in any way cause extension of the period of the Agreement.

4.7 Termination of contract

4.7.1 Beyond Zero, without prejudice to any other remedy for breach of contract by written notice of default sent to the Bidder, may terminate this contract in whole or in part:

- i. If the Bidder fails to deliver any or all the goods within the period(s) specified in the contract.
- ii. If the Bidder fails to perform any other obligation(s) under the contract; or
- iii. If the Bidder, in the judgment of Beyond Zero, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

4.8 Change of address

4.8.1 Bidders must advise Beyond Zero should their address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

SIGNATURE OF BIDDER: **DATE:**

Capacity under which this response is signed:

(Proof of authority e.g., Company Resolution must be submitted)

5 CERTIFICATE AS TO NO CONFLICT OF INTEREST / NO COLLUSIVE BIDDING

Declaration as to no Conflict of Interest

- 1.1. The Bidder confirms and warrants that there is no officer, director, shareholder, partner, employee, or contractor of the Bidder or of any of its proposed subcontractors, or any other person related to the Bidder's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:
 - i. an official or employee of Beyond Zero; or
 - ii. related to or has any business or family relationship with an elected official or employee of Beyond Zero,
- 1.2. in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Bid by Beyond Zero.
- 1.3. The Bidder confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of Beyond Zero and who has non-public information relevant to Beyond Zero obtained during his or her employment or engagement by Beyond Zero, except as set out in this bid document.

Declaration as to No Conflict of Interest Respecting Proposed Supply

- 1.4. The Bidder confirms and warrants that neither the Bidder nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with Beyond Zero in relation to the subject matter would create a conflict of interest or the appearance of a conflict of interest between the Bidder's duties to the Beyond Zero and the Bidder's or its subcontractors' duties to such third party, except as set out in this bid document.

Declaration as to No Collusion

In recognition of this principle:

I/We certify that this is a bona fide bid proposal, intended to be competitive. Services that are being procured, all reasonable steps have been taken to address and/or prevent the exploitation of the procurement process and the use of any unfair bidding practices and that I/we have not

fixed or adjusted the amount of the bid proposal, or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

Please complete the declaration with an 'X' under YES or NO

Questions	Yes	No
Has the Bidder/s (or any of its directors/members/shareholders) committed an offence in terms of section 29 of the Prevention and Combatting of Corrupt Activities Act (No 12 of 2004)		
Was the Bidder/s (or any of its directors/members/shareholders) convicted by a court of law (including a court outside South Africa) for fraud and/or corruption with respect to the procurement/bidding processes/procedures during the past five (5) years? If so, provide details.		

I/We also certify that I/we have not done and undertake that I/we will not do so at any time any of the following acts.

1. Entering into any agreement or arrangement with any other person that he/she shall refrain from bidding or as to the amount of any bid to be submitted.
2. Offering or agreeing to pay or give or paying or giving any sum of money, inducement, or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other bid or proposed bid for the Services any act or omission.

SIGNATURE OF BIDDER: **DATE:**

Capacity under which this response is signed:

(Proof of authority e.g., Company Resolution must be submitted)

6 AUTHORITY TO SIGN

Companies

If a Bidder is a Company , a certified copy of the resolution by the board of directors, duly signed, authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid.

Certificate for Company

I, chairperson of the board of directors.....
....., hereby confirm that by resolution of the board taken on.....(date),
Ms./Mr.acting in the capacity of was authorised
to sign all documents in connection with this tender offer and any contract resulting from it on
behalf of the company.

Signature

Date

Name
Position: Chairman of the Board of Directors

Witness 1

Witness 2

Certificate for Partnership

We, the undersigned, being the partners in the business trading as
hereby authorize Ms./Mr. to sign this bid as well as any contract
resulting from bid and any other documents and correspondence in
connection with this bid on our behalf.

Full name of partner	Residential Address	Signature	Date
.....
.....
.....
.....
.....

NOTE: This certificate is to be completed and signed by the full number of Partners necessary to
commit the Partnership. Attach additional pages if more space is required.

Certificate for Sole Proprietor (Single Owner Business)

I,, hereby confirm that I am sole owner of the
business trading as

Signature

Date

Name
Position: Sole Proprietor

Witness 1

Witness 2

Certificate for Joint Venture

We, the undersigned, are submitting this bid response in Joint Venture and hereby authorize Ms./Mr., an authorised signatory of the company acting in the capacity of lead partner, to sign all documents in connection with the bid and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

Furthermore, we attach to this Schedule a copy of the joint venture agreement which incorporates a statement that all partners are liable jointly and severally for the execution of the contract and that the lead partner is authorised to incur liabilities, receive instructions and payments and be responsible for the entire execution of the contract for and on behalf of all the partners.

Company Name	Company Address	Name	Signature
.....
.....
.....
.....
.....

7 BROAD-BASED BLACK ECONOMIC EMPOWERMENT

Bidder to attach valid B-BBEE Certification or Affidavit

8 SIGNED GLOBAL FUND CODE OF CONDUCT FOR SUPPLIERS OF SERVICES

(https://www.theglobalfund.org/media/3275/corporate_codeofconductforsuppliers_policy_en.pdf)

9 COMPANY EXPERIENCE

Requirements	Required	Not Required
Bidders to attach requested evidence as per ToR	✓	

[Note to the Bidder: If Projects are required as evidence of company experience the bidder must complete the information set out below in response to the requirements. If the bidder requires more space than is provided below it must prepare a document in the same format setting out all the information referred to below and return it with this Returnable Section I.

Bid Reference No:

Name of Bidder:

Authorised signatory:

The bidder must provide the following information:

Client' Name	Brief description of scope of services	Project Cost i.e., < R1 million or > R 1 million	Duration of the project / contract i.e., start and end date	Name, title, and telephone contact of client

10 METHODOLOGY APPROACH

Requirements	Required	Not Required
Bidders to attach requested evidence as per ToR	✓	

11 CAPACITY TO DELIVER

Requirements	Required	Not Required
Bidders to attach requested evidence as per ToR	✓	

12 BID RESPONSE PROPOSAL

In responding to the bid, the Bidder must attach their own technical proposal

13 PRICING SCHEDULE

Note:

- Only firm prices will be accepted. Non-firm prices will not be considered.
- All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
- Document **MUST** be completed in non-erasable black ink.
- **NO** correction fluid/tape may be used.
 - In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each alteration.
- The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
- Beyond Zero reserves the right to downward adjust the scope of work/ quantity required to stay within its budget.

I / We (full name of Bidder) _____

the undersigned in my capacity as _____

of the firm _____

hereby offer Beyond Zero to render the services as described, in accordance with the Beyond Zero and subject to the conditions of bid, for the amounts indicated hereunder:

Total Cost:

PRICING SUMMARY	AMOUNT
Total Amount (VAT Excl.)	R
VAT @15% (if applicable)	R
Total Bid Amount (VAT Incl.)	R

Prices should be quoted in South African Rand

NB: Bidder must complete pricing schedule (if provided) or provide costing in their own template. Such a pricing proposal must be provided on the company letterhead.

SIGNATURE OF BIDDER: **DATE:**

Capacity under which this response is signed:

(Proof of authority e.g., Company Resolution must be submitted)

TERMS OF REFERENCE

Attached as an Annexure A