

ANNEXURE “H”



Companies and Intellectual
Property Commission
a member of the **dtic** group

TERMS OF REFERENCE (“TOR”)

CIPC BID NUMBER: 08/2020/2021

DESCRIPTION: REQUEST FOR PROPOSALS FROM MODERN, SOCIAL MEDIA AND TECHNOLOGY COMPETENT ADVERTISING AND PUBLIC RELATIONS AGENCIES TO DEVELOP AND EXECUTE THE THIRD LEG OF THE CIPC MEDIA AND EDUCATION AWARENESS CAMPAIGN

CONTRACT PERIOD: 18 MONTHS

NB: IT IS THE RESPONSIBILITY OF THE PROSPECTIVE BIDDERS TO DEPOSIT TENDERS IN THE CORRECT BOX AND TENDERS DEPOSITED IN WRONG BOXES WILL NOT BE CONSIDERED.

THE CIPC TENDER BOX HAS THE FOLLOWING DESCRIPTION: “**CIPC TENDER BOX**”.

NB: COVID -19 REGULATIONS TO BE ADHERED TO

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1. **TERMS AND CONDITIONS OF REQUEST FOR TENDER (RFP)**

1. CIPC's standard conditions of purchase shall apply.
2. Late and incomplete submissions will not be accepted.
3. Any bidder who has reasons to believe that the RFP specification is based on a specific brand must inform CIPC before BID closing date.
4. Bidders are required to submit an original Tax Clearance Certificate for all price quotations exceeding the value of R30 000 (VAT included). Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of this RFP. Certified copies of the Tax Clearance Certificate will not be acceptable.
5. No services must be rendered or goods delivered before an official CIPC Purchase Order form has been received.
6. This RFP will be evaluated in terms of the **80/20** system prescribed by the Preferential Procurement Regulations, 2001.
7. The bidder must provide assurance/guarantee to the integrity and safe keeping of the information (that it will not amended/corrupted/distributed/permanently stored/copied by the service provider) for the duration of the contract and thereafter. Failure to submit will invalidate the bid proposal.
8. CIPC reserves the right to negotiate with the successful bidder on price.
9. The service provider must ensure that their work is confined to the scope as defined.
10. Travel between the consultant's home, place of work to the DTI (CIPC) vice versa will not be for the account of this organization, including any other disbursements.
11. The Government Procurement General Conditions of contractors (GCC) will apply in all instances.
12. As the commencement of this project is of critical importance, it is imperative that the services provided by the Service Provider are available immediately. Failing to commence with this project immediately from date of notification by CIPC would invalidate the prospective Service Provider's proposal.
13. No advance payment(s) will be made. CIPC will pay within the prescribed period as per the PFMA.
- 14. All prices quoted must be inclusive of Value Added Tax (VAT)**
- 15. All prices must be valid for 120 days**
16. The successful Service Provider must at all times comply with CIPC's policies and procedures as well as maintain a high level of confidentiality of information.
17. All information, documents, programmes and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Commissioner or his/her delegate.
18. The successful bidder must ensure that the information provided by CIPC during the contract period is not transferred/copied/corrupted/amended in whole or in part by or on behalf of another party.
19. Further, the successful bidder may not keep the provided information by way of storing/copy/transferring of such information internally or to another party in whole or part relating to companies and/or close corporation. As such all information, documents, programs and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Commissioner or his delegate.
20. The service provider will therefore be required to sign a declaration of secrecy with CIPC. At the end of the contract period or termination of the contract, all information provided by CIPC will become the property of CIPC and the service provider

may not keep any copy /store/reproduce/sell/distribute the whole or any part of the information provided by CIPC unless authorized in terms of the declaration of secrecy.

21. The Service Provider is restricted to the time frames as agreed with CIPC for the various phases that will be agreed to on signing of the Service Level Agreement.

22. CIPC will enter into Service Level Agreement with the successful Service Provider.

23. CIPC reserves the right not to award this bid to any prospective bidder or to split the award.

24. Fraud and Corruption:

The Service Provider selected through this Terms of Reference must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, CIPC Defines, that for such purposes, the terms set forth will be as follows:

- i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of CIPC or any personnel of Service Provider(s) in contract executions.
- ii. "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to CIPC, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive CIPC of the benefits of free and open competition;
- iii. "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work;
- iv. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract;
- v. CIPC shall reject a proposal for award, if it determines that the bidder recommended for award, has been engaged in corrupt, fraudulent or unfair trade practices;
- vi. **CIPC also reserves the right to terminate this Agreement by giving 10 (ten) business days written notice to the service provider due to any perceived (by CIPC) undue reputational risk to CIPC which CIPC can be exposed to resulting from the service provider or its management/directors being found to be involved in unethical behaviour, whether in its dealings with CIPC or any other business dealings.**

Note: "Unethical behaviour" includes but not limited to an action that falls outside of what is considered morally right or proper for a person, a profession or an industry

- vii. CIPC shall declare a Service Provider ineligible, either indefinitely or for a stated period of time, for awarding the contract, if at any time it determines that the Service Provider has been engaged in corrupt, fraudulent and unfair trade practice including but not limited to the above in competing for, or in executing, the contract.
- viii. The service provider will sign a confidentiality agreement regarding the protection of CIPC information that is not in the public domain.



2. COMPLUSORY BID REQUIREMENTS (FAILURE TO COMPLY WITH ALL REQUIREMENTS BELOW WILL IMMEDIATELY DISQUALIFY THE PROPOSAL)

INSTRUCTIONS FOR THE SUBMISSIONS OF A PROPOSALS

2.1. SUBMISSION OF ORIGINAL HARD COPY

- a) Bidder's must submit **One (1) original copy (hard printed copy of the technical proposal)**
- b) The Bid Document must be marked with the Bidder's Name
- c) The Bid documents **must be signed in ink** by an authorized employee, agent or representative of the bidder and each and every page of the proposal shall contain the initials of same signatories
- d) All pages of the submitted proposal must be numbered.

2.2. SUBMISSION OF USB

- a) **NO DISC WILL BE ALLOWED**
- b) **ONE (1) USB must be submitted, including technical proposal as well as price proposal saved in separate folders;**
- c) The USB must be marked with the bidder's name.
- d) **The USB must have an index page/ table of contents listed all documents included in the proposal for easy referencing during evaluation (group information in separate folders)**
- e) The **USB** must contain the **exact** documents/ information submitted in the original copy
- f) Bidders to ensure that the information is properly copied in the USB prior submitting to CIPC and that there are no missing pages.
- g) **THE USB WILL BE USED FOR EVALUATION HENCE THE BIDDER IS REQUIRED TO ENSURE THAT THE USB CONTAINS ALL INFORMATION.**
- h) **CIPC WILL NOT BE HELD LIABLE FOR INCOMPLETE PROPOSALS/ INFORMATION SUBMITTED IN THE USB'S**
 - i) All pages must be signed; numbered and initial as per the Original copy
 - j) The USB must be submitted in **PDF format ONLY** and must be **read ONLY**

2.3. **SUBMISSION OF PRICE PROPOSAL**

- a) Prospective Bidders must submit a printed hard copy of the Price Proposal in a separate **SEALED** envelope. It is important to separate price from the Technical proposal as Price is evaluated at the last phase of the Evaluation.
- b) The price envelop must be marked with the bidder's name
- c) **Bidders to complete Pricing Schedule SBD 3.3 (Annexure "C")**
- d) **The total Price (Ceiling price)** must be carried over to **BOTH SBD 3.3 (Pricing Schedule) and SBD FORM 1: (Invitation for Bids)**.
- e) The Total Bid Amount will be used for the evaluation of bids therefore it must be inclusive of all costs for the duration of the contract.
- f) All prices must be VAT inclusive and quoted in South African Rand (ZAR).
- g) All prices must be valid for 120 days

2.4. **PLEASE NOTE THAT IT IS **COMPULSORY** THAT BIDDERS SUBMIT PROPOSAL AS PER THE FOLLOWING**

- 1. **1 (ONE) ORIGINAL HARD OR PRINTED COPY**
- 2. **1 (ONE) USB FOR TECHNICAL PROPOSAL AND PRICE MUST BE INCLUDED IN THE SAME USB **BUT SAVED IN A SEPARATE FOLDER ("MARKED PRICE PROPOSAL")****
- 3. **ONE SEALED ENVELOPE FOR PRICE PROPOSAL (INSIDE THERE MUST BE)**
 - ❖ PRICE SCHEDULE – SBD.33
 - ❖ SBD1 - INVITATION TO BIDS
 - ❖ PRICE BREAKDOWN PREFERABLE IN THE BIDDERS LETTERHEAD SIGNED BY AN AUTHORISED REPRESENTATIVE

NB: Bidders must also refer to page 17 of 18 and Page 13 of 18 of the Terms of reference under Mandatory Requirements

FAILURE TO COMPLY WITH ALL THE ABOVE MENTIONED REQUIREMENTS WILL IMMEDIATELY INVALIDATE THE BID.

I, the undersigned (NAME).....certify that:

I have read and understood the conditions of this tender.

I have supplied the required information and the information submitted as part of this tender is true and correct.

.....
Signature

.....
Date



3. PURPOSE

The purpose of this document is to outline the terms of reference (ToR) for the invitation of modern, social media and technology competent advertising and public relations agencies to develop and execute the second leg targeted CIPC media campaign. The aim of the campaign is to inform CIPC's existing and potential customers on how to access our channels and transact with us and also reposition the organisation.

4. INTRODUCTION

The Companies and Intellectual Property Commission (CIPC) herewith referred to as the Commission was formed by the amalgamation of the office of companies and intellectual property enforcement (OCIPE) and the Companies and Intellectual Property Commission Registration Office (CIPRO), and is mandated by the Companies Act, 2008 (Act 71 of 2008). CIPC is an organ of state outside the public service but within the public administration.

The first leg was done in 2016/2017 and platforms utilised are as follows:

- 20 Billboards were placed in all nine provinces for a period of 3 months.
- Sowetan and City Press monthly advertorials
- Community newspaper advertising (2 per province once off)
- Quarterly magazine publications and (4) full page in colour
- Exhibitions two towns per province.

The CIPC's aspirational vision is that of a modern, innovative and technology driven organisation that values collaboration and is focused on ensuring an efficient customer/economic citizen experience.

CIPC is "setting the stage" and laying the foundations for active promotion for the repositioned aspirational organisation where accessibility and query resolution are major themes.

CIPC's entire customer engagement model has changed completely. CIPC has modernised various channels for customer interaction and transacting.

Examples include:

- A modern website with a query resolution functionality and a transactional website,
- Scan and email functionality-strictly online service,
- Customer service centres and self-service terminals,
- Unstructured supplementary service data (USSD),
- Automated services, and
- New billing solution

With all these changes within the organisation it has become necessary for CIPC to inform its clients on the new ways of transacting whilst rebranding itself.

5. RATIONALE FOR THE MEDIA CAMPAIGN

CIPC is rapidly converting manual processes such as paper based and direct customer contact to digital / electronic system and self service centres customers find it daunting and challenging. CIPC customers are used to queuing and filling out forms at our offices. This inefficient model resulted in time consuming, expensive and slow turnaround time and customers resorted in using intermediaries.

The campaign wants to inform customers that:

- They can transact with us through our website (www.cipc.co.za) or visit one of our customer service centre with self-service terminals.
- They can scan, upload documents and emails directly and receive reference number for easy tracking and follow up.
- They can lodge enquiries or request information from the website and it will be emailed to them or in the case of enquiry they will receive a reference number and be guided through escalation process.
- They can register a company at an amount of R175.00 at Nedbank, ABSA and FNB, with the benefits of opening a business account with the same institution.
- It only costs R125.00 to register your company without name reservation directly with CIPC and it can be done in one day online.
- Registration goes hand in hand with compliance obligations such as filling an annual return and submission of audited financial statements.
- The importance of a customer code to transact with us which serves as reference when making payment at CIPC ABSA bank.
- Educating the about the CIPC Ombud and how to lodge complaints about services.
- Explaining the choice to transact directly with CIPC or work via intermediaries.
- Availability of the mobile APP
- Protection of Intellectual Property (Patents, Designs, Trade Marks and copyrights) is also made easier.

In order to create maximum impact a high frequency, very active public relations campaign supported by Audio visual, digital and billboard advertising is envisaged. Impact assessment is also important.

6. SCOPE

The CIPC “Story” is good to get loads of PR opportunities. We are rolling out self-services centres and terminals throughout the country and our transactional functionality is improving monthly with new functionalities rolled out. CIPC requires the services of a modern, social media and technology competent advertising and public relations agency to:

- Develop campaign messages, all creative and design, development production and execution of the campaign
- Buy media for advertising and campaign messaging.



6.1. Exhibitions

- Design the exhibitions using the existing stand and new designs for outdoor and indoor use depending on allocated venue, storage and transportation to towns covering all 9 provinces.
- Design small/portable stand for use in local invited exhibition attended.
- Full marketing (distribution of pamphlets) and stakeholder engagement for event to be done each province.
- Procure uniform for staff working at exhibition stands (30 Themed T-Shirts).
- Photography
- Storage and use of mascot and exhibition stand.
- Participate in at least 5 national exhibition events such as international co-operatives day, Macufe, Rand Easter show etc.

6.2 Billboards

- 45 billboards to be placed in various places in all 9 provinces.
- 5 super billboards in major cities.
- Design of different messages covering different areas of CIIPC (Artwork).
- Digital billboards in all international airports for a period of 1month per airport (three times for the duration of the contract).

6.3 .1 Internal Communication

- Designing of A1 posters different themes that will be placed on each floor to be designed quarterly total of 2 per floor + total 32.
- Online messaging and active media engagement through PR

6.3.2 External communication and media buying.

- National and community radio advertising
- National and community newspaper advertising
- Article placement in at least 6 entrepreneurial magazines including digital.
- 4 live reads per month per station x6 stations
- 2 Newspaper spreads per month x4 newspapers.
- TV message spread 4 per month X 3 stations

6.3.3 Reporting

- Provide quarterly reports and one final consolidated report to be presented at EXCO.
- CIPC has a Facebook and twitter profile which will have to be updated with all campaign activities. There is also a good website, accessible channels and a complete departure from the “old” CIPRO/CIPC.

7. ROLL OUT PLAN:

In order to give this campaign a concerted impetus, it will be ideal to kick start it with a formal media launch. Following the official launch of the campaign, a persistent media schedule should then be rolled out as many strategic channels as possible.

1. The service provider will have to confirm placed billboards and CIPC officials doing verification will have to take selfies.
2. A “Toolbox” for CIPC staff to use during outreaches, presentations, YouTube videos and that creatively explain and illustrate key products and services and how to access CIPC as well as simplified pamphlets, flyers and other collateral.

NB- processes change rapidly within the organisation and it is important that the YouTube and presentation AV are easy for CIPC to update.

Deliverable	Channel	Specification	Suggested Budget allocation
1	Creative concept, messages, theme	A CIPC theme that we can use and build on in future campaigns and use on other CIPC collateral. Developing key messages, creative concept, planning and all matters for successful campaign roll out.	20%
2	Public Relation and Media buying	A detail, well research PR plan. Detailed media slots (Newspaper,TV and Radio) on different platforms including Digital. Briefing notes for major PR opportunities.	45%
3	Exhibition	Creativity and production exhibit	20%
4	Billboards and other point of purchase collateral	Creative, informative design and production, rental and placement of billboards for period of 3 months. Basic pamphlet or other proposed collateral for outreach initiatives, the CIPC service centre etc.	5%
5	Measuring the success of the Campaign (Reports with recommendations)	Monitoring and measuring the impact and success of the campaign and providing an interim report a month prior to the end of the campaign concluded.	10%



4 Service provider appointment – Service level agreement

- The successful service will be required to enter into service level agreement (CIPC) within 10 working days after receiving official notification of being awarded.

5 Copyright

Copyright in all documentation, electronic data/programme source code, manuals and documentation produced or prepared for the CIPC (any training material included) by or on behalf of the contractor or emanating from this contract shall vest in the CIPC which shall have the right to adopt them for other projects. Any base systems, programme source codes, technical manuals or adaptations developed by the contractor or its supplier prior to this contract will be excluded. The contractor shall not, without the written consent of the CIPC, granted by a duly authorised official, use, copy or communicate to any person such documents or information, except as strictly necessary for the purposes of the contract. In addition and without limiting the foregoing, the contractor shall deliver such documentation to the CIPC, immediately upon the expiry or termination of the contract.

8. CONTRACT DURATION

The contract will be valid for a period not exceeding 18 Months.

9. SPECIAL CONDITIONS

- I. The bidder must provide assurance/guarantee to the integrity and safe keeping of the information (that it will not amended/corrupted/distributed/permanently stored/copied by the service provider) for the duration of the contract and thereafter;
- II. CIPC reserves the right to negotiate with the successful bidder on price;
- III. **The contract is for a period 18 months**
- IV. The service provider must ensure that their work is confined to the scope as defined;
- V. Travel between the consultants home, place of work to the **dti Campus** (CIPC) will not be for the account of CIPC, including any other disbursements unless agreed to in writing by CIPC prior to the expense being incurred;
- VI. Government Procurement General Conditions of Contract (GCC) as issued by National Treasury will be applicable on all instances. The general conditions are available on the National Treasury website (www.treasury.gov.za);
- VII. No advance payment will be made. Payment would be made in terms of the deliverables or other unless otherwise agreed upon by CIPC and the successful bidder. CIPC will pay within the prescribed period according to PFMA;
- VIII. The price quoted by the prospective service provider must include Value Added Tax (VAT);
- IX. The successful bidder must at all times comply with CIPC's policies and procedures as well as maintain a high level of confidentiality of information;
- X. The successful bidder must ensure that the information provided by CIPC during the contract period is not transferred/copied/corrupted/amended in whole or in part by or on behalf of another party;
- XI. Further, the successful bidder may not keep the provided information by way of storing/copy/transferring of such information internally or to another party in whole or part relating to companies and/or close corporation;
- XII. As such all information, documents, programs and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Commissioner and/or his/her delegate;
- XIII. The service provider will therefore be required to sign a Declaration of Secrecy with CIPC. At the end of the contract period or termination of the contract, all information provided by CIPC will become the property of CIPC and the service provider may not keep any copy /store/reproduce/sell/distribute the whole or any part of the information provided by CIPC unless authorized in terms of the Declaration of Secrecy;
- XIV. The Service Provider (successful bidder) will be required to sign a Service Level Agreement with CIPC prior to the commencement of the contract; and
- XV. As the commencement of this contract is of critical importance, it is imperative that the prospective Service Provider has resources that are available immediately. Failure to commence with this contract immediately from date of notification by CIPC could invalidate the prospective Service Provider's proposal.

10. EVALUATION PROCESS (Criteria)

The evaluation process will be done in accordance with the following criteria:

Bids will be evaluated in accordance with the **80/20** preference point system contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000).

11. Evaluation (Phases)

The evaluation will be completed in 3 phases:

Phase 1: Compliance to minimum requirements

Phase 2: Functional Evaluation

Phase 3: Pricing and Preferential Procurement policy

CIPC MPLS ToR: 06112020



PHASE 1: COMPLIANCE TO MINIMUM REQUIREMENTS AND MANDATORY REQUIREMENTS

During Phase 1 all bidders will be evaluated to ensure compliance to minimum document requirements. Without limiting the generality of the CIPC 'S other critical requirements for this Bid, bidder(s) **must submit the documents** listed in the **Table** below. All documents must be completed and signed by the duly authorized representative of the prospective bidder(s). During this phase Bidders' response will be evaluated based on compliance with the listed administration and mandatory bid requirements. All bidders that comply with the minimum requirements will advance to Phase 2. The bidder(s) proposal *may* be disqualified for non-submission of any of the documents

Item No	Document that must be submitted	Compliance provide ANSWER: Yes /No	Non-submission may result in disqualification
1.	Invitation to Bid – SBD 1		Complete and sign the supplied pro forma document.
2.	Tax Status – SBD1		a) Bidders must submit Tax Clearance Certificate (TCC) PIN b) The TCS PIN will be used for the verification of tax compliance status a Bidder
3.	Declaration of Interest –SBD 4		Complete and sign the supplied pro forma document.
4.	Preference Point Claim Form – SBD 6.1		Non-submission will lead to a zero (0) score on BBBEE
5.	Declaration of Bidder's Past Supply Chain Management Practices – SBD 8		Complete and sign the supplied pro forma document.
6.	Certificate of Independent Bid Determination – SBD 9		Complete and sign the supplied pro forma document.
7.	Registration on Central Supplier Database (CSD)		The Service Provider is encouraged to be registered as a service provider on the Central Supplier Database (CSD). Visit https://secure.csd.gov.za/ to obtain your. Vendor number. Submit PROOF of registration on the Central Supplier Database (CSD Report) <u>SUBMIT SUPPLIER NUMBER AND UNIQUE REFERENCE NUMBER</u>
8.	NB: Pricing Schedule: Compliance to Annexure A REFER TO PAGE 6 and 17 OF 18		<ul style="list-style-type: none"> Submit full details of the Price Proposal in a separate SEALED envelope. Price must be carried over to BOTH SBD 3.3 (Pricing Schedule) and SBD FORM1: (Invitation for Bids). <i>The Total Bid Amount (CEILING AMOUNT) will be used for the evaluation of bids therefore it must be inclusive of all costs for the duration of the contract)</i> <u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>
9	IMPORTANT: SUBMISSION OF USB REFER TO PAGE 5 OF 18		<ol style="list-style-type: none"> Bidders must submit a USB with their proposal- 1 copy of the original document USB to be submitted in pdf format and to be read only All documents to be signed and bidders initial each page <u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>
10	BID MUST BE SUBMITTED IN CIPC TENDER BOX		THE BID BOX IS SITUATED AT: AT THE WEST GATE ON 77 MEINTJIES STREET , CLOSE TO ENTFUTFUKWENI BUILDING (BLOCK "F"), 77 MEINTJIES STREET, SUNNYSIDE, "THE DTI" CAMPUS, PRETORIA.

ALL BIDDERS THAT COMPLY WITH THE MINIMUM REQUIREMENTS WILL ADVANCE TO PHASE 2.

Phase 2: Functional Evaluation and Compliance to specification

All bidders that advance to Phase 2 will be evaluated by a panel to determine compliance to the functional requirements of the bid. The functional evaluation will be rated out of 100 points and will be determined as follows:

	EVALUATION CRITERIA	Rating					Weight	Total
		1	2	3	4	5		
1.	<p>Demonstrated expertise with this type of campaign: Examples demonstrating agency ability (Examples should be done for the three references that may be contacted)</p> <ul style="list-style-type: none"> Demonstrate PR value and strategies used to secure the opportunities. Demonstrated expertise with the youth and small, black business entrepreneur. Provide one example of a PR campaign without paid for advertising and how the agency managed to deliver this value. State the number of platforms reached, value achieved. <p>Ratings as follows: 1: = No demonstration of expertise, no references, no PR campaign, or platforms and examples 2: = Partly demonstrated expertise with no youth and small, black business entrepreneur and examples 3: = Demonstrated expertise, with 3 references, PR Campaign, with no platforms and no examples provided 4: = Demonstrated expertise, with 3 references, PR Campaign, with platforms and not Examples 5: = Demonstrated expertise, with 3 references, PR Campaign, with platforms, with examples and value achieved</p>						30	
2.	<p>Demonstrated resources and capacity to conduct/deliver on such a campaign successfully.</p> <ul style="list-style-type: none"> Provide CV's of the people who will be working on the project, clearly setting out their respective roles. Submit an abridged company profile outlining resource availability and proof of liquidity. <p>Ratings as follows: 1: = No CVs provided, no company profile 2: = Insufficient information submitted not meeting the requirement 3: = CVs of people who will be working in the project submitted with abridged company profile 4: = CVs of people who will be working on the project submitted with abridged company profile and resources 5: = CVs of people who will be working on the project submitted with abridged company profile and resources, and proof of liquidity</p>						20	
3.	<p>Provide 3 references /testimonial letters (companies you have delivered similar campaigns for in the past 12 months). Companies letter should contain the following: The service provided satisfactory/not satisfactory please indicate on a scale of 1-10, 1 being the worst 10 being excellent.</p> <ol style="list-style-type: none"> The campaign deliverables in line with the service provider's proposal and within budget The service provider deliver accurately and on time. Would the company use the service provider services again. Campaign deliverables in line with the service provider's proposal and within budget Testimonials to include email addresses Testimonials to include telephone numbers Testimonials to include contact person. <p>Ratings as follows: 1 =: 1 or No Reference Letters submitted 2: = Two Reference Letters submitted with poor scores of 1-3 or higher 3: Three Reference Letters with relevant information scores 3-6 4: Three Reference Letters with relevant information scores 6-8 5: Three Reference Letters with all relevant information scores 8-10</p> <p>CIPC may verify references provided by bidders. NB: The prospective bidder to ensure that the letters comply with the above mentioned requirements. Letters must be in the clients letterhead signed by authorized representative</p>						20	
4.	<p>The quality of overall proposal: Clearly demonstrating the approach and methodology: the proposal should include the following:</p> <ul style="list-style-type: none"> Demonstrated understanding of CIPC requirements and value chain. Demonstrate modern creative solutions. Project Plan <p>Ratings as follows: 1: no approach, methodology submitted and project plan submitted 2: approach and methodology partly or not meeting the above 3: Approach and methodology/Project plan, project plan demonstrated understanding value chain 4: detailed approach and methodology with additional information exceeding above criteria but without samples, template and project tools used in previous projects 5: detailed project plan with additional information exceeding above criteria with detailed samples, templates, project tools used in the past projects indicated above under reference</p>						30	
Total							100	

Note:

- Functionality will count out of 100 points. Bidders must achieve a minimum score of **60 points out of 100** on the functionality evaluation to proceed to the next phase.
- BIDDERS THAT ACHIEVE LESS THAN 60 POINTS ON FUNCTIONALITY WILL BE DISQUALIFIED FOR FURTHER EVALUATION**



PHASE 3: PRICING AND PREFERENTIAL PROCUREMENT POLICY

Please Note: CIPC 6.1 Preference Points Claim Form in terms of the PPPFA is attached for claiming above mentioned points, if not completed the company will automatically score 0 points.

Preferential Procurement Policy

The bidders that have successfully progressed will be evaluated in accordance with the **80/20** preference point system contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000).

Pricing

Pricing will be calculated using the lowest price quoted as the baseline, thus the lowest price quoted will achieve full marks, while all other quotes will achieve a weighted average mark based on the lowest price.

Description	Total
Price	80
BBBEE	20
Total	100

- Provide fixed price quotation for the duration of the contract
- Cost must be VAT inclusive and quoted in South African Rand
- Costing should be aligned with the project activities / project phases

BROAD BASED BLACK ECONOMIC EMPOWERMENT (BBBEE)

- Provision of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its regulations 2017 will apply in terms of awarding points.
- Preference Points Claim Form, SBD 6.1 should be completed and signed by the bidder to be able to claim preference points.
- Calculation of points for B-BBEE status level contributor:
- Points will be awarded to a bidder for attaining the B-BBEE status level of contributor in accordance with the table below:
- Failure to submit a certificate from accredited verification agency substantiating the B-BBEE status level of contribution or is a non-compliant contributor, such bidder shall score 0 points out of the allocated maximum points for B-BBEE.

The bidder with the highest score will be recommended as the successful service provider.

ANNEXURE “A”

12. BID COSTING

PRICING SHCHEDULE: (TO BE PRINTED AND INCLUDED IN THE SEALED ENVELOP -PRICE PROPOSAL) WITH THE FOLLOWING DOCUMENTS

1. SDB 3.3: PRICING SCHEDULE
2. SBD FORM 1: INVITATION TO BIDS FOR
3. A BIDDER **MUST** ATTACH PRICE BREAKDOWN IN THE BIDDER'S COMPANY LETTERHEAD STATING TOTAL BIDL PRICE INCLUSIVE OF ALL
4. BIDDER'S TO COMPLY WITH ALL CONDITIONS BELOW AS WELL AS THOSE ON **PAGE 6 OF 18** AND PAGE WITH REGARDS TO PRICE

The costing should be based on all requirements of the terms of reference for a period of 18 Months. Total Costing should be indicated as per the tables below.

Prospective bidders **must submit a total price as per table below clearly indicating the unit costs and any other costs applicable**. The onus is upon the prospective bidders to take into account all costs and to CLEARLY indicate the price. Cost breakdown must be provided, covering all required aspects in this tender. **NB The total price must be carried over to the pricing schedule and will be used to evaluate the bids. Prices must be firm for the duration of the project. PRICE CARRIED OVER TO SBD FORM 3.3 AND SBD FORM 1 MUST INCLUDE ALL COSTS FOR THE DURATION OF ALL PERIOD STATED ABOVE UNDER PRICING. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY INVALIDATE THE BID.**

The costing should be based on all requirements of the terms of reference for a period of 18 Months. Total Costing should be indicated as per the tables below.

- The service provider must provide costing based on the pricing schedule table below. Service providers must endeavour to structure their pricing in terms of milestone payments.
- These milestones must be structured in such a way that the deliverables have to be signed off by the responsible owner to ensure regular payments.
- The service provider should provide a clear project plan with a clear activities, time frames, relevant deliverables and costing.

Note: Service providers will be responsible for all costs: e.g design and production of survey materials, third party payments, transportation and other disbursements for all activities/meeting associated with this quote and must include this cost in the pricing for this quotation.

NB The pricing schedule table below must be printed and placed in a separate closed envelop together with the SBD 3.3 form for price.

ANNEXURE "A" CONTINUATION



Companies and Intellectual
Property Commission
a member of the **dtic** group

TABLE 1: (FORMAT FOR PRICE QUOTATION): BIDDERS MUST COMPLETE

Item	Description of item	Quality hours	Estimated	Price (excl VAT)	Price(Incl VAT)
1	Briefing, project plan and concept proposal approved by CIPC				
2	Creative design and development, messaging and detailed planning.				
3	Artwork and schedules signed off				
4	Public relation (Tv, newspaper and radio				
5	PR successfully executed as per agreed plan				
6	Billboards placed in all 9 provinces produced and installed, rent management and rental paid for three months with 3 super billboards in major cities.	77			
7	Other "toolkit"/promotional collateral (exhibition flyers, shirts and 1 jacket per person which is 5 personnel per exhibition.	30			
8	Detailed report, all artwork in high resolution design and pdf files, and impact and success annexures for campaign.				
9	Storage, assemble, dismantling and transportation of existing/new exhibition stand as and when required for the purpose of campaign.	18 months			
10	All possible costs to be included – production, travel, rental of billboards, putting up and taking down faces, creative and design hours, editing hours, artwork hours etc. THIS IS AN ALL INCLUSIVE BID AND CIPC MAY NOT DEVIATE.				
TOTAL BID PRICE (PRICE MUST BE INCLUSIVE OF VAT and for a period of 18 months)					

NB: BIDDER MUST COMPLETE THE TABLE ABOVE

FAILURE TO COMPLY WITH ALL THE ABOVE REQUIREMENTS FOR COSTING SHALL IMMEDIATELY INVALIDATE THE BID.

13. BRIEFING SESSION

PLEASE NOTE: THERE IS **NO** BRIEFING SESSION SCHEDULED FOR THIS BID

BRIEFING SESSION/SITE VISIT	NONE
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14. SUBMISSION OF PROPOSALS

SEALED PROPOSALS WILL BE RECEIVED AT THE TENDER BOX

THE BID BOX IS SITUATED AT: AT THE WEST GATE ON 77 MEINTJIES STREET, CLOSE TO ENTFUTFUKWENI BUILDING (BLOCK "F"), 77 MEINTJIES STREET, SUNNYSIDE, "THE DTI" CAMPUS, PRETORIA.

Proposals should be addressed to:

Manager (Supply Chain Management)

Companies and Intellectual Property Registration Office

WEST GATE ON 77 MEINTJIES STREET

the dti Campus, 77 Meintjies Street,

Sunnyside

PRETORIA

15. ENQUIRIES

A. Supply Chain Enquiries

Mr Solomon Motshweni OR Ms Ntombi Maqhula

Contact No: (012) 394 3971 /45344

E-mail: SMotshweni@cipc.co.za OR Nmaqhula@cipc.co.za

B. Technical Enquiries

Ms Marcia Morodi

E-mail: mmorodi@cipc.co.za

BIDS OPENING DATE: 13 NOVEMBER 2020

BIDS CLOSING TIME: 11: 00 AM

BIDS CLOSING DATE: 15 DECEMBER 2020

PLEASE NOTE: BID PROPOSALS MUST BE SUBMITTED TO CIPC OFFICES BEFORE OR ON THE BID CLOSING DATE AND TIME.

NB: IT IS THE PROSPECTIVE BIDDERS' RESPONSIBILITY TO OBTAIN BID DOCUMENTS IN TIME SO AS TO ENSURE THAT RESPONSES REACH CIPC, TIMEOUSLY. CIPC SHALL NOT BE HELD RESPONSIBLE FOR DELAYS IN THE POSTAL SERVICE.

NOTE: IT IS THE RESPONSIBILITY OF THE PROSPECTIVE BIDDERS TO DEPOSIT TENDERS IN THE CORRECT BOX AND TENDERS DEPOSITED IN WRONG BOXES WILL NOT BE CONSIDERED.

THE CIPC TENDER BOX HAS THE FOLLOWING DESCRIPTION: **"CIPC TENDER BOX".**

NB: COVID -19 REGULATIONS TO BE ADHERED TO