



Companies and Intellectual  
Property Commission

a member of **the dti** group

## **TERMS OF REFERENCE**

**CIPC BID NUMBER: 16/2019/2020**

**DESCRIPTION: INVITATION TO SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE PROVISION OF GRAPHIC DESIGN, LAYOUT AND EDITING AND PRINTING OF PUBLICATIONS, CAMPAIGN PRODUCTS / COLLATERAL, MARKETING MATERIAL INFORMATION, EDUCATION AND COMMUNICATION FOR THE CIPC**

**CONTRACT PERIOD: 24 MONTHS PERIODS**

## **TERMS AND CONDITIONS OF REQUEST FOR TENDER (RFT)**

### **1 TERMS AND CONDITIONS OF REQUEST FOR TENDER (RFT)**

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 RFQ 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 RFT. 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 RFT 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 be 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 consultants 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 90 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. CIPC reserves the right to withdraw this bid at any time before the award. CIPC also reserves the right not to award the contract with the lowest financial proposal. Furthermore, the successful bidders should be registered on the National Treasury Supplier Database at the time of award.
20. 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.
21. 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.
22. 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.



23. CIPC will enter into Service Level Agreement with the successful Service Provider, a member of the JTI group

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

25. 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.

I, the undersigned

(NAME).....certify that:

I have read and understood the conditions of this Request for Tender (RFT).

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

.....  
Signature

.....  
Date

## 1. **PURPOSE**

The purpose of this document is to outline the terms of reference (TOR) for the appointment of a qualified service provider to provide CIPC with creative solutions (including copy development), layout, design, artwork, editing and production/printing and related matters such as creativity, proof reading, web conversion, pdf conversion, case ware conversion and delivery of the printed material and collateral to a specific destination as and when requested.

## 2. **BACKGROUND**

The Companies and Intellectual Property Commission (CIPC), as mandated by the Companies Act, 2008 (Act 71 of 2008) was established on 1 May 2011. CIPC is an organ of state, outside the public service but within the public administration.

### **Main functions of Commission:**

- Registration of Companies, Co-operatives and Intellectual Property Rights and maintenance thereof
- Disclosure of Information on its register
- Promotion of education and awareness of Company and Intellectual Property Law
- Promotion of compliance with relevant legislation
- Efficient and effective enforcement of relevant legislation
- Monitoring compliance with and contraventions of financial reporting standards, and making recommendations thereto to Financial Reporting Standards Council (FRSC)
- Licensing of Business rescue practitioners
- Oversight role of Independent Review professional bodies
- Report, research and advise Minister on matters of national policy relating to company and intellectual property law

## 3. **TECHNICAL SPECIFICATION**

1. Service Providers need to adhere to the CIPC Corporate Identity (CI) Guidelines and apply the design concept to all items to be produced. A copy of the CIPC logo and secondary style element is attached. The full CI will be provided to the appointed Service Provider.
2. Service providers need to demonstrate creative concept, copy development, editing and quality production of materials by submitting examples that demonstrate the relevant experience and knowledge.
3. Service delivery of the highest standard in terms of quality, timeous delivery and within budget is very important to CIPC.
4. Service Providers to set out proposed modus operandi from receipt of CIPC request to tracking, delivery and invoicing. This should include turnaround times.
5. Service Provider to propose primary proposed materials to be used (i.e. matt / gloss, paper weight, attached as **Annexure A: Scope of Work**).
6. Service Providers to provide a detailed Scope of Work attachment in the prescribed annexure format.



7. Bidders should include the following as part of **the price quotation:**
- a. Eight hours (4 hours per session) of professional photo sessions (2) at CIPC or studio as well as the stock procurement, digital enhancement and editing of 50 photos for CIPC publications or advertisements;
  - b. Hourly rate for creative concept and copy development;
  - c. Hourly rate for design and layout;
  - d. Hourly rate for editing;
  - e. Hourly rate for conversions(i.e. pdf, case ware, web and others);
  - f. Hourly rate for pdf conversion, case ware conversion, and other programme conversion;
  - g. Provide for 50 CIPC relevant stock pictures and colour and design treatment to align to Corporate Identity Manual; and
  - h. Total price to be carried over to the pricing schedule.**
8. All items should be converted for web (internet, intranet and other social media if required) usage and made available to CIPC on a CD or other agreed format as well as template conversion from design files when required.
9. CIPC may decide not to produce all of the items on the annexure list but can amend items within the parameters of the quoted amount. Service Provider can only bill for items designed and produced.
10. The bid comprises two criteria:
- A: Proposal (Functional Criteria and examples); and
  - B: Pricing schedule.
- Please ensure that the pricing schedule and company's cost breakdown and other related information are placed in separate envelopes and clearly marked for Pricing.

### 3.4. Special conditions

- CIPC reserves the right not to award this bid.
- CIPC shall not pay for any unproductive or duplicate time spent by the Service Provider on any assignment as a result of staff changes.
- The successful Service Provider may be required to attend strategic workshops as may be required from time to time. This would ensure that the successful Service Provider obtains knowledge of the procedures of the institution. The cost of attendance will be for the account of CIPC.
- Proposals submitted by a consortium or a joint venture should include the official documentation which indicates the composition thereof, the responsible people of the said venture, what aspect of the scope of work the other party would be responsible for and their percentage contribution of work to the overall contract. Only proposals from Service Providers established in the Republic of South Africa will be considered.
- Travel between the consultants home, place of work to CIPC and vice versa will not be for the account of this organisation, including any other disbursements.
- Government Procurement General Conditions of Contract (GCC) as issued by National Treasury will be applicable on all instances. The general conditions is available on the National Treasury website ([www.treasury.gov.za](http://www.treasury.gov.za)). No advance payments would 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.

- The price quoted by the services must include Value Added Tax (VAT).
- The successful contractor must at all times comply with CIPC's policies and procedures as well as maintain a high level of confidentiality of information.
- All information, documents, programmes and reports must be regarded as confidential and may not be made available to any unauthorised person or institution without the written consent of the Commissioner or her delegate. At the end of the contract period or termination of the contract, all information (customers' personal information, transactional information and other relevant information, creative artwork, photography or other CI collateral) will become the property of CIPC.
- CIPC will not be held responsible for any costs incurred by the Service Provider in the preparation and submission of the Bid.
- Acceptance of any Bid does not mean that work on an uninterrupted basis is guaranteed or the duration of the contract. CIPC will make at least two individuals, one at senior manager level, available to manage and to assist. Proposals must be signed by a person who has been authorized to do so.
- The Bid will be handled on a 2-envelope system whereby 2 envelopes must be submitted to CIPC – one envelope to contain the technical submission, bid documentation and mandatory requirements. The other envelope must contain the information relating to price. The envelope containing the technical submission will be opened and evaluated first. Only Service Providers who score at least 60% for the technical submission will be considered, and then only envelopes containing their prices will be opened for consideration. NB: Financials to be indicated and submitted on a separate envelope from that of the technical envelope.

#### **4. RIGHTS OF SERVICE PROVIDERS**

- (i) Service Providers shall not be responsible for any delay or failure to perform its obligations in terms of this contract due to CIPC's failure to provide assistance or information.
- (ii) Service Providers shall not have the power or authority to enter into any contracts or otherwise to bind or incur any liability on behalf of CIPC.
- (iii) In carrying out assignments, Service Providers shall have the right of access to all CIPC records, information and assets, which it considers necessary to fulfill its responsibilities.

#### **5. SERVICE PROVIDERS' OBLIGATIONS**

- (i) Service Providers shall execute and complete the work strictly in accordance with this contract to the satisfaction of CIPC, as represented by the representative and shall comply with the representative's instructions and directions required for execution and conclusion of the work.
- (ii) Service Providers shall be deemed to have satisfied itself as to the correctness and sufficiency of the rates and prices set out in this Contract for the work to be rendered.
- (iii) Service Providers shall whenever so required by the representative, furnish the representative with particulars in writing regarding the Service Provider's arrangement for the execution of the work. Should the representative be of the opinion that the proposal submitted by Service Providers does not ensure, *inter alia*, the completion of the work within a stipulated time, the representative shall have the



right to demand without affecting the validity of this amendment shall be binding on Service Providers and it shall not deviate from the amended proposal without the representative's written consent.

- (iv) Service Providers shall attend meetings with officials of CIPC whenever required to do so by the representative for the purpose of obtaining information or advice in regard to the work and assignments or any matters arising from there in connection therewith.
- (v) Service Providers will be responsible for their own computers and own technical literature to adequately perform the required functions.
- (vi) Service Providers shall be required to keep record of and sign a register in respect of hours worked.
- (vii) Service Providers are responsible for salaries and related expenses with regard to its employees and indemnify CIPC of any liability regarding any claim for injury on duty by any of the Service Provider's employees.

## **6. COPYRIGHT AND OWNERSHIP OF DOCUMENTATION**

- (i) All documents furnished or supplied by CIPC and all documentation, including data prepared by Service Providers in connection with this contract shall be lodged with CIPC and shall become the property of CIPC upon their submission and acceptance by CIPC.
- (ii) Copyright in all such documentation prepared by Service Providers in terms of this contract shall vest in CIPC, which shall have the right to adapt them for other projects.
- (iii) No data or documentation pertaining to the work may be published, removed from the premises or circulated by the Service Providers without the prior written approval by CIPC.

## **7. CONFIDENTIALITY**

- (i) All information pertaining to services acquired by CIPC from Service Providers or furnished to Service Providers shall be treated as confidential by Service Providers and shall not be used or furnished to any other person other than for the purposes of rendering services stipulated in the agreement, without the written consent of the Commissioner, unless such information is, or later becomes public knowledge, other than by breach of the afore going.
- (ii) Service Providers shall ensure that all their officers, employees, agents or subcontractors treat all information relating to these services as confidential.
- (iii) Service Providers shall ensure that proper security procedures are implemented and maintained to restrict as far as possible, access to confidential information. Service Providers shall ensure that no confidential information is copied or reproduced without prior written approval by the Commissioner.
- (iv) Failure by Service Providers to comply with the provisions of this clause shall constitute a material breach of the contract and shall constitute a ground for termination of the contract by CIPC, by giving the Service Providers thirty days' notice.

## **8. WHOLE CONTRACT, NON VARIATION**

- (i) This contract constitutes the whole contract between the parties as to the subject matter hereof and no contracts, representations or warranties between the parties regarding the subject matter hereof other than those set out herein are binding on the parties.
- (ii) No addition to or variation, consensual cancellation or novation of this contract and no waiver of any rights arising from this contract or its breach or termination shall be of any force and effect unless reduced into writing and signed by all the parties or their duly authorized representatives.

## **9. RELAXATION**

No latitude, extension of time or other indulgence which may be given or allowed by any party to the other party in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any party arising from this contract, and no single or partial exercise of any party under this contract, shall in any circumstance be construed to be implied consent



or election by such party or operate as a waiver or novation of, or otherwise affect any of the parties' rights in terms of arising from this contract or estop or preclude such party from enforcing at any time and without notice, strict punctual compliance with each and every provision or term hereof.

#### 10. **NON – ASSIGNMENT**

The parties shall not have the right to assign, cede or in any other manner transfer any interest, right, benefit or obligation in terms of this contract, or any part thereof, to any person or body without prior written consent of the other party, which consent shall not be unreasonably withheld.

#### 11. **SEVERABILITY**

Should any clause or provision of this contract found to be invalid, illegal or unenforceable in any way, such clause or provision shall be deemed to be separate and severable from the remaining provisions of this contract, and the validity and enforceability of such remaining provisions shall not be affected.

#### 12. **SUPERSESION:**

This contract supersedes all previous contracts between the Parties regarding the subject matter hereof.

#### 13. **GOVERNING LAW AND SETTLEMENT OF DISPUTES**

This contract shall be deemed to have been concluded in the Republic of South Africa and the construction, validity and performance of this contract shall be governed in all respects by the South African law.

Any disputes in connection with this contract that cannot be settled by private negotiation between the Parties shall be referred to arbitration, terms and conditions of which shall be agreed upon by the Parties.

#### 14. **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).

##### **Evaluation Process (Phases)**

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).

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

#### **Phase 1: Compliance to minimum requirements**





During Phase 1 all bidders will be evaluated to ensure compliance to minimum document requirements (ex. Tax Clearance Certificates), ensuring all documents have been completed and that the specified documentation has been submitted in accordance to the bid requirements. All bidders that comply with the minimum requirements will advance to Phase 2.

**Responsiveness Criteria: Failure to provide the following might result in a bid not to be considered: (minimum requirements)**

- a) Bid offers must be properly received on the tender closing date and time specified on the invitation, fully completed and signed in ink as per Standard Conditions of Tender.
- b) Submission and completion of the Declaration of Interest
- c) Submission of an original and valid Tax Clearance Certificate
- d) Submission of the company's registration certificate from the Register of Companies (CIPC).
- e) Submission of proof of registration with the National Central Supplier Database

**Functionality rating will be assessed against the following criteria**

All bidders will be evaluated by a panel of evaluators to determine compliance to the functionality requirements of the bid. The functionality (quality) will be rated out of 100 points and will be determined according to the evaluation criteria set out below

Evaluation Criteria	Weight	Rating (1-5)					Total
		1	2	3	4	5	
<p><b>Demonstrate Company Competencies and Capabilities</b></p> <ul style="list-style-type: none"> <li>• Design programme used by designer; e.g. Freehand, CS5 and above In-design Corel draw and above Illustrator, adobe Photoshop, adobe acrobat, layout, creative,</li> <li>• Production management skills (including print process and management) indicate whether printing is in-house or sub contracted and proof to be submitted.</li> <li>• Proof of art; cartooning, graphics and line art</li> </ul> <p><i>Score 1= No Demonstration attached</i>  <i>Score 2= Demonstration not meeting the above</i>  <i>Score 3= Demonstration meeting the above as requested</i>  <i>Score 4= Demonstration exceeding the above with additional information, samples of work done</i>  <i>Score 5= Demonstration exceeding the above with additional information, samples of work done, with proof of production management skills</i></p>	40						
<p><b>Demonstrate Company Experience</b></p> <p>Minimum of 3 years' relevant design, layout, proof reading, EDITING, and printing Producing collaterals and promotional materials:</p> <p><i>Score 1= One-year experience</i>  <i>Score 2= Two (2) years' experience</i>  <i>Score 3= three (3) years' experience</i>  <i>Score 4= Four (4) years' Experience</i>  <i>Score 5= Five (5) or more years of experience</i></p>	20						



<p><b>Company References Checks</b></p> <p>The bidders must provide a minimum of three (3) testimonial letters from clients where they have implemented similar design, layout, proof reading, EDITING, and printing Producing collaterals and promotional materials:. The reference must include the following:</p> <ul style="list-style-type: none"> <li>• Duration of the contract</li> <li>• Contract amount</li> <li>• Client scoring from 1- to 10 scale</li> </ul> <p><b>Score 1=</b> No testimonial letters for similar solution  <b>Score 2=</b> Two (2) testimonial letters for similar solution with clients scores not exceeding 5  <b>Score 3=</b> three (3) testimonial letters for similar solution with clients scores of 5  <b>Score 4=</b> Four (4) testimonial letters for similar solution with clients scores more than 5 to 8  <b>Score 5=</b> Five (5) or more testimonial letters for similar solution with client scores of 9 to 10  <i>References may be verified</i></p>	20							
<p><b>Project Plan</b></p> <p>Please provide a detailed project plan for the duration of the project setting out the modus operandi from receipt of CIPC request to tracking, delivery and invoicing. This should include turnaround times, sign off procedures, etc. Project Plan showing proposed approach &amp; methodology, timeframes &amp; key milestones for the execution of the project.</p> <p><b>1 = no project plan:</b></p> <p><b>2 =, project plan partly or not meeting the above</b></p> <p><b>3 = project plan meeting above criteria:</b></p> <p><b>4= detailed project plan with additional information exceeding above criteria but <i>without</i> samples, template and project tools used in previous projects</b></p> <p><b>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</b></p>	20							
<b>Total</b>	<b>100</b>							

**Functional Evaluation:**

**Bidders scoring less than 60 points in Phase 2 will not be eligible for Phase 3 evaluation i.e. pricing and preferential procurement.**

A rating scale of 1-5 is used where 1 is a proposal submitted with 1 competency, 2 Proposal with 2 competencies 3 submitted with 3 competencies, 4 submitted with 4 competencies and 5 submitted with all competencies. The weighting is out of 100 points. Only Service Providers that score 60% or higher will be considered for price evaluation:

**Please provide details for all the above information to enable proper evaluation. CIPC may verify reference provided for the highest scoring bidder/s.**

**Phase 3: Preferential Procurement Policy and Pricing**

**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 through to Phase 2 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
<b>Total</b>	<b>100</b>

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

## 8. SUBMISSION OF PROPOSALS

Sealed proposals will be received at the Tender Box at the Reception, 77 Meintjies Street, Sunnyside, **the dti** campus, Block F.

### Proposals should be addressed to:

Manager (Supply Chain Management)  
Companies and Intellectual Property Registration Office  
Block F, **the dti** Campus, 77 Meintjies Street,  
Sunnyside  
PRETORIA

## ENQUIRIES

### A. Supply Chain Enquiries

Mr Solomon Motshweni OR Ms Ntombi Maqhula  
Contact No: (012) 394 3971 /45344  
E-mail: [SMotshweni@cipc.co.za](mailto:SMotshweni@cipc.co.za) OR [Nmaqhula@cipc.co.za](mailto:Nmaqhula@cipc.co.za)

### B. Technical Enquiries

Lalah Lesejane: Brand Management  
Strategic Communications  
Tel: 012 394 5423  
E-mail: [llesejane@cipc.co.za](mailto:llesejane@cipc.co.za)

## ANNEXURE A

### FAILURE TO COMPLY WITH THE REQUIREMENTS BELOW SHALL IMMEDIATELY INVALIDATE THE BID.

#### **PRICING SCHEDULE: (MUST BE PRINTED AND SUBMITTED IN A SEPARATE SEALED ENVELOPE TOGETHER WITH SBD 3)**

- **Note: Service providers will be responsible for all costs; e.g. transportation and other disbursements for ALL activities/ meetings associated with this quote and must include this cost in the pricing for this quote.**
- **Submissions not set out in the prescribed format will not be considered.**

#### **The total bid price must be written in the SBD3 form together with the following information**

- Price validity period
- Duration of the contract written in the space provided in the SBD form
- Name of the Bidder to be written

#### **Scope of work (pricing envelope):**

In conducting its mandate, CIPC places the public at the heart of its work in an effort to improve and strengthen public participation. The introduction of marketing with key messages will assist in educating the public on the work done by the CIPC, whilst promoting the positive impact and success achieved by the organization. The material will be made available to All stakeholders around the country through various communication channels as listed.

**The successful Service Providers will be required to produce the items listed below. Service Providers should consider the end to end process for quotation processes including: briefings and travel; project management where appropriate; creative concept; message/ copy development; design and layout; production ready and production; as well as delivery; and conversion costs where applicable.**



## PRICING / COSTING SCHEDULE

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**Please note:** Rates quoted should be fixed for the full duration of the contract (24 months) combining all cost for the project and the total carried over to the Pricing Schedule (SBD3)

ITEM	PER HOUR RATE	Total Estimated hours	Total (VAT inclusive)
Hourly rate for creative, concept and copy development			
Hourly rate for design and layout			
Hourly rate for editing			
Hourly rate for web conversions/ template creation			
2 professional photo sessions at CIPC or studio (4 hours each) x 2			
50 stock photos suitable to CIPC needs and design and colour treatment aligned to CI			
TOTAL			

**NB: Service Providers must ensure that the scope of work detailed in this section is clearly understood and that the costing is accurately captured.**





<p>Provide details of each of the following items. NB: <u>COSTING IS A SEPERATE ENVELOPE</u></p>	<p>Price to include all costs, including packaging, delivery, installation / application, etc.</p>	<p>Turnaround times to be determined at SLA stage</p>
<p><b>CIPC A4 Print and publications: based on annual request</b></p> <ul style="list-style-type: none"> <li>• 2 x Strategy</li> <li>• 2 x Annual Performance Plan</li> <li>• 2 x Business Plan</li> <li>• 2 x Research Reports</li> <li>• 2 x Annual Report</li> <li>• 2x Quarterly Report</li> <li>• 2 x A5 Custom notebook /diary / similar type publication</li> <li>• Internal and external newsletter</li> </ul> <p><b>Quotation based on:</b></p> <ul style="list-style-type: none"> <li>• 100 hours creative concept, copywriting, editing and design for each publication.</li> <li>• 220g Covers and 180g inside paper weight and bright white paper.</li> <li>• 120 pages per book including cover</li> <li>• Full colour, Wire binding, perfect binding, staples binding</li> <li>• Gloss, matt and foil and machine varnish usage on covers.</li> <li>• 500 copies of each per year</li> <li>• Web converted for easy access and dissemination electronically.</li> </ul>		
<p><b>Professional Photographers</b></p> <p>Service of the photographer once a year for 2 photo shoot session To provide with a studio/to create a studio ambience at the CIPC office To take more than 10 pictures per person to choose from. 4 Hours per day.</p> <p><b>NB:</b></p>		
<p><b>A5 Brochures (A4 folded to A5) or DL (20 different brochures)</b></p> <p>Quotation based on:</p> <ul style="list-style-type: none"> <li>• 20 hours creative concept, copywriting, editing and design for each publication 180g inside paper weight and bright white paper type.</li> <li>• Full colour (including covers)</li> <li>• 100 000 copies (Companies, Trade mark, copyright, patents, co-operatives, training manuals.)</li> <li>• 1 500 A6 training manuals</li> </ul>		



<b>Provide details of each of the following items.</b> <b>NB: <u>COSTING IS A SEPERATE ENVELOPE</u></b>	<b>Price to include all costs, including packaging, delivery, installation / application, etc.</b>	<b>Turnaround times to be determined at SLA stage</b>
<ul style="list-style-type: none"> <li>Web converted for easy access and dissemination electronically.</li> </ul>		
Quote price for <b>reprint of above brochures</b> with minor corrections/updates. (10 000 copies x 20 types of brochures) Web converted for easy access and dissemination electronically.		
<b>Corporate A1 Posters &amp; A0 posters</b> Quotation based on: <ul style="list-style-type: none"> <li>8 hours creative concept, copywriting, editing and design for each poster 200g paper weight and bright white paper type.</li> <li>Full colour</li> <li>1000 different posters x 20 copies of each.</li> </ul>		
<b>Magazine type publications</b> (A4 size and 16-20 pages) <ul style="list-style-type: none"> <li>50 hours creative concept, copywriting, editing and design for 12 publications</li> <li>180g paper weight and bright white paper type.</li> <li>Full colour</li> <li>1000 copies of each.</li> <li>Fold and stapled.</li> <li>Individually wrapped for posting</li> <li>Web converted for easy access and dissemination electronically ( social media)</li> </ul>		
<b>Corporate Collateral</b> <b>Point of Purchase marketing items (Supplier to cost on a high quality top of range item):</b> <ul style="list-style-type: none"> <li>5000 pull up banners , display, tear drops and generics banners (full colour, high quality)</li> <li>50 CIPC Media banners</li> <li>20 000 pens</li> <li>5000 a3 and a4 Paper bags</li> </ul>		



<p><b>Provide details of each of the following items.</b> <b>NB: <u>COSTING IS A SEPERATE ENVELOPE</u></b></p>	<p><b>Price to include all costs, including packaging, delivery, installation / application, etc.</b></p>	<p><b>Turnaround times to be determined at SLA stage</b></p>
<p>2000 water bottles</p> <ul style="list-style-type: none"> <li>• 1000 tote bags</li> <li>• 5 Gazebo</li> <li>• 5 000 lanyard</li> <li>• 10 CIPC table cloth</li> <li>• 1000 business cards holder</li> <li>• 2000 memory stick</li> <li>• 2000 plastic pouch</li> <li>• 2 000 folders</li> <li>• 200 variety shirts</li> <li>• 50 magnetic name tags</li> <li>•• 5000 Lanyards with these inscriptions: CIPC, copyright patent design trade mark anti-piracy anti-counterfeiting education &amp; awareness Regulator &amp; enforcement</li> <li>• 2000 Bandanas in CIPC CI colours inscriptions: CIPC Innovation and creativity promotion Group</li> <li>• 2000 Ladies scarfs in corporate colours</li> <li>• 100 Gents cufflinks – beaded and tie holder</li> <li>• Corporate notes (A5 ) pad 10-20 pages writing pads</li> <li>• card holders- hand crafted leather beads, or any recyclable material</li> <li>• 2000 Branded thermal mugs</li> <li>• 1000 recycled bags (sport waist pack, slang back, back bags)</li> <li>• 100 Laser or Parker pens</li> <li>• 1000 power banks</li> </ul>		
<p><b>Large format outside advertising</b> i.e. ( wall/Media banner )for: 10 banners (4X5 square meters)</p> <ul style="list-style-type: none"> <li>• Creative concept and copy development</li> <li>• Images</li> <li>• Design and layout</li> <li>• Production</li> </ul>		
<p><b>Business Cards</b> 300 packs of 500 cards each.</p> <ul style="list-style-type: none"> <li>• Full colour</li> <li>• 400 Magno satin</li> <li>• Printed double sided (50x90mm)</li> <li>• Logo embossed</li> </ul>		



Provide details of each of the following items. NB: <u>COSTING IS A SEPERATE ENVELOPE</u>	Price to include all costs, including packaging, delivery, installation / application, etc.	Turnaround times to be determined at SLA stage
<b>Paper Folders with inside pocket</b> <ul style="list-style-type: none"> <li>• 200 gms</li> <li>• 3mm spine width</li> <li>• Full colour</li> <li>• Logo embossed</li> <li>• Machine varnished</li> <li>• 1000 copies.</li> </ul>		
<b>Certificates</b> <ul style="list-style-type: none"> <li>• 200g (“blank” certificates on a paper stock) that can be fed through a normal office printer)</li> <li>• Full colour</li> <li>• Partial gloss/ matt machine varnish</li> <li>• 1000 copies ( with names /without names)</li> </ul>		
<b>TOTALS</b>	R	

### Methodology

The service provide will be required to final a suitable photographs, graphics and cartoons to compliment the contents in instances where such information is required. The service provider will also be required to take photographs for the CIPC executive and Audit Committee some quality pictures for the annual report. Creating a professional studio ambience at the CIPC head office. Service provider to supply relevant artwork too be utilized on all CIPC electronic web/we and social media platform, copywriting , editing and proof reading of the CIPC material.

### Expected deliverables and outcomes

Based on the scope of work, upon receiving written satisfaction from Strategic Communication unit, the final production will completed and delivered to CIPC or to Parliament.

### Governance

The strategic Communication will have to overall supervision of the service provider’s day to performance to ensure it fully complies with the terms of the contract.

### Monitoring and progress controls

The service provider will report weekly or from time to time as required or necessary against the approved schedule/work plan to CIPC on the following;

- Delivery of specific outputs and outcomes



- **Delivery of specific milestones**
- **Progress between milestones, in comparison with the proposal**
- **Matters requiring the attention of the various stakeholders; and**
- **Advice on the matters listed above and other on won initiatives**

A reporting routine and format must be agreed in advance with CIPC. Quality and professionalism must at all times be at the highest level the selected official /internal stakeholder must ensure the quality of all outputs. Any deficiencies in quality or non-compliance with these terms of reference will be dealt in terms of the contract (SLA)

**Note: CIPC may decide not to produce all of the items on the annexure list or amend items within the parameters of the quoted amount. Service Provider can only bill CIPC for items designed and produced.**

(\* All documents related to the "financial aspects" of the bid, must be submitted in a separate sealed envelope.

**FAILURE TO COMPLY WITH THE REQUIREMENTS ABOVE SHALL IMMEDIATELY INVALIDATE THE BID.**

*Failure to accept these conditions will result in your proposal being excluded from the evaluation process*

- *CIPC will not be liable to reimburse any cost incurred by the bidder during the tender process*
- *Evaluation of tenders will be carried out by Tender Evaluation Committee. The evaluators will, if necessary, contact bidders to seek clarification of any aspect of the tender. Bidders should identify any work they are currently carrying out of or competing which could cause a conflict of interest and indicate how such conflict could be avoided.*