



Companies and Intellectual  
Property Commission  
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## **ANNEXURE: “H”**

### **TERMS OF REFERENCE (“TOR”)**

**CIPC BID NUMBER: 03-2025-2026**

**DESCRIPTION: INVITATION TO SUBMIT PROPOSALS FOR THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER INTEGRATED COMMUNICATION AND MARKETING SERVICES TO THE CIPC ON “AS AND WHEN REQUIRED” BASIS**

**CONTRACT PERIOD: 36 MONTHS (3 YEARS) “AS AND WHEN REQUIRED”**

**EXTENDED BID CLOSING DATE: 04 JULY 2025**

**Bidders to note changes on page 08 of 18**

**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” SITUATED AT THE DTIC MAIN GATE**



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## **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 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. The tender is valid for one hundred and twenty days (120) days
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.

20. 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.
21. CIPC will enter into Service Level Agreement with the successful Service Provider.
- 22. CIPC reserves the right not to award this bid to any prospective bidder or to split the award.**
- 23. 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**

**SUBMISSION OF ORIGINAL HARD COPY**

- a) Bidder's must submit **One (1) original copy** (hard printed copy of the technical proposal), this is for record keeping purposes and the USB Only will be used for bids evaluation.
- b) The Bid Document must be marked with the Bidder's Name
- c) The Bid documents **must be signed** 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.

**SUBMISSION OF USB**

- a) **NO DISC WILL BE ALLOWED**
- b) **ONE (1) USB must be submitted, including technical proposal**
- 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) **Open each folder prior submission to ensure that documents are saved and are properly opening and working**
- f) **BIDDERS TO VERIFY IF DOCUMENTS ARE SUCCESSFULLY LOADED IN THEIR USB'S**
- g) **USB'S WITH NO DOCUMENTS INCLUDED WILL BE DISQUALIFIED AS ONLY USB'S ARE USED FOR EVALUATION PURPOSES**
- h) The **USB** must contain the **exact** documents/ information submitted in the original copy for record keeping
- i) Bidders to ensure that the information is properly saved in the USB prior submitting to CIPC and that there are ***no missing pages, USB sticks opens, readable, and contain no blank pages, documents, or folders***. ***Ensure that each folder created is numbered or documents placed in numbering order, avoid clustering folders with a lot of documents rather create separate folders***
- j) **THE USB WILL BE USED FOR EVALUATION HENCE THE BIDDER IS REQUIRED TO ENSURE THAT THE USB CONTAINS ALL INFORMATION.**
- k) **CIPC WILL NOT BE HELD LIABLE FOR INCOMPLETE PROPOSALS/ INFORMATION SUBMITTED IN THE USB'S**
- l) All pages must be signed, numbered and initial as per the original copy
- m) The USB must be submitted in **PDF format ONLY** and must be **read ONLY, NO Passwords Protection**
- n) **BIDDERS TO ENSURE THAT USB'S ARE WORKING PRIOR SUBMISSION**
- o) **Bidders to ensure that USB 's are not password protected**
- p) **IT IS THE BIDDER'S RESPONSIBILITY TO VERIFY IF THE USB IS WORKING BEFORE SUBMISSION**
- q) **BIDDER'S WITH USB'S NOT OPENING OR PASSWORD PROTECTED WILL BE DISQUALIFIED**

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



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3. **SUBMISSION OF PRICE PROPOSAL**

- a) Prospective Bidders to note that there is **NO** Price Proposal required for this bid

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

1. 1 (ONE) ORIGINAL / HARD COPY PRINTED
2. 1 (ONE) USB FOR TECHNICAL PROPOSAL THAT WILL BE USED FOR EVALUATION
3. **BIDDERS TO ENSURE THAT USB'S ARE WORKING PRIOR SUBMISSION**

**NB:** Bidders must also refer to page 15 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

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

### 3 **PURPOSE**

The purpose of this document is to outline the terms of reference (TOR) for the appointment of an experienced and reputable Panel of Agencies to provide the Companies and Intellectual Property Commission (CIPC) with integrated communication and marketing services. The successful panel of agencies will support CIPC's strategic objectives through effective communication, stakeholder engagement, and marketing initiatives

The primary objectives are to enhance CIPC's reputation and brand awareness, effectively communicate its strategic objectives, foster stakeholder relationships, promote its services, and support business goals through strategic marketing. Specific communication goals include developing strategies, creating engaging content, managing media relations, coordinating events, and maintaining corporate identity. Marketing goals focus on increasing service awareness, positioning CIPC as a thought leader, developing targeted campaigns, improving digital presence, and evaluating marketing effectiveness. Expected outcomes are improved brand recognition, stakeholder engagement, service awareness, website traffic, and overall communication and marketing effectiveness.

### 4 **BACKGROUND**

In compliance with the Companies Act 2008, CIPC must provide the following services:

- i. Registration and administration of corporate entities and intellectual property rights, encompassing patents, designs, copyrights, and trademarks.
  - ii. Maintenance of a comprehensive and up-to-date information repository concerning corporate entities and intellectual property rights, ensuring accessibility to stakeholders.
  - iii. Promoting education awareness and understanding of corporate governance, intellectual property rights, and related legislation.
  - iv. Comprehensive enforcement of the Companies Act to ensure regulatory compliance.
  - v. Ensuring the accuracy and reliability of financial statements through rigorous compliance monitoring.
  - vi. Encouraging amicable resolution of disputes arising under the Companies Act through voluntary mechanisms.
- Preparing comprehensive reports on matters related to intellectual property law and national policy

### 4. **TECHNICAL REQUIREMENTS**

- i. Proven experience in communication and marketing services (minimum 5 years)
- ii. Portfolio showcasing successful communication and marketing campaigns
- iii. Expertise in:
  - Strategic communication planning
  - Stakeholder engagement
  - Media relations
  - Digital marketing
  - Events management



- Brand management
- iv. Knowledge of the public sector and government regulations

**Certifications or Accreditations: Bidder's to note changes below**

**The personnel that are going to be assigned to the CIPC must have at least two professional bodies accreditation:**

- i. International Association of Business Communicators (IABC) certification
- ii. Public Relations Institute of South Africa (PRISA) certification
- iii. Marketing Association of South Africa (MASA) certification
- iv. Digital Marketing Institute (DMI) certification
- v. **Or any other related/relevant accreditation**

**Key Personnel Requirements:**

- i. Account manager with 5+ years of experience
- ii. Communication specialists with 3+ years of experience
- iii. Marketing specialists with 3+ years of experience
- iv. Digital marketing specialists with 3+ years of experience
- v. Professional body accreditation i.e. IABC, PRISA, MASA, DMI **or any other relevant accreditation**

**Submission Requirements**

- i. Completed tender document
- ii. Company profile and portfolio
- iii. Certifications and documentation
- iv. Proposal outlining communication and marketing strategy

## **6 SCOPE OF WORK**

**CIPC seeks to appoint service providers into a panel of integrated marketing communication agencies.**

### **1. Strategic communication planning**

- i. Conduct comprehensive communication audits and analysis.
- ii. Develop and implement tailored communication strategies aligned with CIPC's objectives.
- iii. Create messaging frameworks and establish key performance indicators (KPIs).
- iv. Provide regular progress reports and adjust strategies accordingly.





## 2. Brand management

- i. Develop, maintain, and enforce CIPC's brand guidelines.
- ii. Enhance and protect CIPC's brand reputation through consistent messaging.
- iii. Design and produce branded materials.
- iv. Ensure brand consistency across all channels.

## 3. Media relations

- i. Develop and maintain strategic media relationships.
- ii. Craft and distribute press releases to targeted media outlets.
- iii. Secure media coverage (print, online, broadcast) and monitor media mentions.
- iv. Manage media inquiries and coordinate interviews.

## 4. Media Buying

- i. Securing airtime for national radio interviews, live reads and advertising
- ii. Scheduling of interviews in the various languages and media channels such as, National radio stations, Print Media, Community radio station and TV.
- iii. Out-Of-Home Advertising
- iv. Print and Broadcast media advertising

## 5. Digital marketing

- i. Develop and implement comprehensive social media strategies.
- ii. Create engaging content (text, images, videos) for social media platforms.
- iii. Manage social media accounts (for example on Facebook, X (formerly Twitter), LinkedIn, Tik-Tok).
- iv. Execute targeted email marketing campaigns.
- v. Conduct online advertising (for example for Google Ads, Facebook Ads).

## 6. Content creation

- i. Research, write, and edit articles, blog posts, and thought leadership pieces.
- ii. Design and produce visual content (infographics, videos).
- iii. Develop and maintain CIPC's website.
- iv. Produce multimedia content (podcasts, webinars).

## 7. Events management

- i. Plan and coordinate events (conferences, workshops, seminars, webinars).
- ii. Manage event logistics (venue, catering, registration).
- iii. Develop event marketing materials (invitations, programs).
- iv. Evaluate event success.



## 8. Research and analysis

- i. Conduct market research, analysis and brand health.
- ii. Monitor industry trends and developments.
- iii. Analyse communication and marketing metrics.
- iv. Provide data-driven recommendations.

## 9. Crisis communication

- i. Develop comprehensive crisis communication plans.
- ii. Manage crisis communication responses.
- iii. Conduct crisis communication training.

## 10. Stakeholder engagement

- i. Develop stakeholder engagement strategies and implementation.
- ii. Identification and Collation of Stakeholder Database
- iii. Stakeholder Analysis
- iv. Manage stakeholder relationships.
- v. Create stakeholder communication materials.
- vi. Monitoring and reporting
- vii. Track stakeholder engagement and satisfaction

## 11. Reporting and evaluation

- i. Provide regular progress reports.
- ii. Conduct campaign evaluations.
- iii. Analyse metrics and adjust strategies.



## 7. DELIVERABLES

The selected agencies will provide the following deliverables:

- i. Comprehensive communication and marketing strategies.
- ii. Creative concepts and materials.
- iii. Media coverage and publicity reports and analysis.
- iv. Social media analytics and reporting.
- v. Event management plans and evaluations.
- vi. Research and analysis reports.
- vii. Crisis communication plans.
- viii. Stakeholder engagement strategies.
- ix. Provision of podcasts/audio visual products for all the interviews conducted on TV, Radio, Podcasts etc.
- x. Provide proposed schedule and listenership/audience ratings for approval.
- xi. Provide proof of confirmed interviews and audios of interviews are made available within one week post airing.
- xii. Provide proof of documents of previous work done by the prospective service provider.
- xiii. Negotiate additional value/added benefits on behalf of the CIPC.

## 8. CONTRACTUAL PERIOD

The contract will be valid for a 3-year period as and when required”.

## 9. REPORTING

The contracted bidder's account manager will report to the CIPC Strategic Communications Senior Manager or his/her delegate.

## 10. WORKING CONDITIONS

### i. SERVICE PROVIDER APPOINTMENT- SERVICE LEVEL AGREEMENT

The successful service provider will be required to enter into a Service Level Agreement (SLA) with CIPC within 10 working days after receiving official confirmation of being awarded.

### 10.1 Equipment

N/A

### 10.2 Proprietary rights

The proprietary right regarding copyright, patents and any other similar rights that may result from the service rendered by the resource belong to CIPC.

- i. The final product of all work done by the resource, shall at the end of service period, be handed over to CIPC.
- ii. The resource may not copy documents and/or information of the relevant systems for any other purpose than CIPC specific.

### 10.3 Indemnity / Protection / Safeguard

- i. The resources safeguard and set CIPC free to any losses that may occur due to costs, damage, demands, and claims that is the result of injury or death, as well as any damage to property of any or all contracting personnel, that is suffered in any way, while delivering a service to CIPC.
- ii. The resources safeguard and set CIPC free to any or all further claims for losses, costs, damage, demands and legal expenses as to the violation on any patent rights, trademarks or other protected rights on any software or related data used by the resources.

### 10.4 Government Safety

- i. The resources attention is drawn to the effect of government Safety Legislation. The resources must ensure (be sure) that relevant steps are taken to notify the person(s) of this requirement.
- ii. The resource must always follow the security measures and obey the rules as set by the organization.

### 10.5 Quality

The Senior Manager will subject the quality and standard of service rendered by resources to quality control. Should CIPC, through the Senior Manager, believe the quality of work is not to the required level, the service provider will be requested to provide another resource. The service provider will carry the cost related to these changes.

## 11. ENGAGEMENT MODEL

1. The basis of engaging service providers will be on needs identified by CIPC as and when such arises.
2. CIPC will send through requests for quotations (RFQs) to all registered service providers as and when the CIPC
3. requires them on a rotational basis.
4. Accredited service providers on the panel are not guaranteed any work under this project.
5. The accredited service providers will be expected to provide quotations as and when the service is required for services
6. they are accredited for with specific terms of reference.
7. The accreditation process will be subject to the service provider's acceptance of the Supply Chain Management
8. Department's general contract conditions.
9. CIPC may at its sole discretion, award an assignment or any part thereof to more than one accredited service provider(s).
10. CSD and tax matters will be confirmed prior to award
11. Pricing Guidelines will be provided for each RFQ send and participants will be required to indicate a total cost inclusive
12. of VAT on the pricing schedule (SBD 3.3 provided
13. CIPC will ensure that a competitive process will apply to all projects identified

## 11. PENALTY PROVISIONS

- Should the Service Provider not perform its obligations in terms of this Agreement or to the satisfaction of the CIPC, the
- CIPC shall be entitled (apart from exercising other remedies available to it in law including the common law), in its sole
- discretion to impose the following penalties against the Service Provider:
- The CIPC may withhold payment after giving the Service Provider written notice within 7 (seven) days of the breach.
- Such payment shall be released only if the Service Provider remedies the breach to the satisfaction of CIPC within 7 (seven) days of receiving notice of the breach.
- The CIPC may reduce the contract price (or quotation amount) by the amount which represents the cost of the unperformed activity if the Service Provider fails to remedy the breach to the satisfaction of the CIPC within 7 (seven) days of receiving notice of the breach.
- The successful service provider would be expected to submit a project proposal indicating methodologies to be employed and work break down schedule, which will be presented to the CIPC.

## 13. COSTING

**PLEASE NOTE: NO PRICE PROPOSALS REQUIRED FOR THIS BID.**

## 15. SPECIAL CONDITIONS

- 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;
- CIPC reserves the right to negotiate with the successful bidder on price;
- The Service Provider must ensure that their work is confined to the scope as defined and agreed.
- Travel between the consultant's 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;
- 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](http://www.treasury.gov.za));
- 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;
- The price quoted by the prospective service provider must include Value Added Tax (VAT);
- 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;
- 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;
- 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 and/or his/her delegate;



- xii. 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;
- xiii. The Service Provider (successful bidder) will be required to sign a Service Level Agreement with CIPC prior to the commencement of the contract; and
- xiv. Compliance with PFMA regulations in terms of the safeguarding of assets and adequate access control must be guaranteed. Assets include all infrastructure, software, documents, backup media and information that will be hosted at the Offsite ICT Recovery Site. These security measures must be specified in the SLA.
- 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.
- xvi. The Service Provider shall be required to provide training & skills transfer for the services as per paragraph 3 of this document.
- xvii. Service Provider shall provide CIPC with all the license documentation that CIPC is entitled to as per the costing of the licenses.
- xviii. The Service Provider shall be required to provide training & skills transfer for the services as per paragraph 3 of this document.
- xix. Bidders shall be subjected requested to demonstrate all claims made in the proposal.
- xx. The resources that a bidder supply will be subjected to an assessment result which will determine the suitability of the service provider to implement against the assignment of the ToR. Failure to provide suitable candidates will lead to cancellation of award of the tender.
- xxi. CIPC reserves the right not to make this appointment
- xxii. The service provider will sign a confidentiality agreement regarding the protection of CIPC information that is not in the public domain.
- xxiii. Appointment will be subject to positive security screening results by the State Security Agency.
- xxiv. All possible steps shall be taken by the contract to ensure full execution of this agreement.
- xxv. CIPC reserves the right not to make this appointment.

## 16. 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 (Phases)

**The evaluation will be completed in 2 phases:**

**Phase 1: Compliance to minimum requirements**

**Phase 2: Functional Evaluation**





## 16.1. 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.

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 <b>Tax Clearance Certificate (TCC) PIN</b> b) <b>The TCS PIN</b> 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.	Declaration of Bidder's Past Supply Chain Management Practices – SBD 8		Complete and sign the supplied pro forma document.
5.	Certificate of Independent Bid Determination – SBD 9		Complete and sign the supplied pro forma document.
6.	<b>BIDDERS TO SUBMIT VALID AND COMPLIANT B-BBEE Certificate (Compulsory). FAILURE TO SUBMIT WILL IMMEDIATELY DISQUALIFY YOUR BID. THIS DISQUALIFICATION DOES NOT APPLY TO NON- SOUTH AFRICAN BIDDERS</b>		<b>VALID AND COMPLIANT B-BBEE Certificate (Compulsory)</b> <b>FAILURE TO SUBMIT WILL IMMEDIATELY DISQUALIFY YOUR BID</b>
7.	Registration on Central Supplier Database (CSD) Compulsory Note: <b>Important: Bidders to submit valid and compliant B-BBEE Certificate as well as the CSD report. The B-BBEE Certificate is the primary verification document to claim points for specific goals for this bid. Failure to submit a compliant B-BBEE certificate will result in disqualification.</b>		The Service Provider is encouraged to be registered as a service provider on the Central Supplier Database (CSD). Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your Vendor number. Submit PROOF of registration on the Central Supplier Database (CSD Report)  <b>SUBMIT SUPPLIER UNIQUE REFERENCE NUMBER</b>
8.	NB: NO PRICE REQUIRED FOR THIS BID		<u>N/A</u>
9.	<b>IMPORTANT: SUBMISSION OF USB</b>  REFER TO PAGE 5  BIDDERS TO READ AND UNDERSTAND THE CONDITIONS STATED IN PAGE 3 TO PAGE 5 OF THIS TOR  <u><b>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</b></u>		1. Bidders must submit a USB with their proposal- 1 copy of the original document 2. USB to be submitted in pdf format and to be read only 3. All documents to be signed and bidders initial each page 4. <b>Bidders must check that USB sticks open, are readable, and contain no blank pages, documents, or folders. Ensure that each folder created is numbered and avoid clustering folders with many documents rather create separate folders.</b> 5. No password protected USB allowed. Do not submit CDS 6. Bidders will be disqualified should the requirements mentioned on page 3 and 6 not complied with. <u><b>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</b></u>
10.	BIDDERS TO INDICATE IF THEY READ AND UNDERSTOOD THE CONDITIONS STATED IN PAGE 3 TO PAGE 5 OF THIS TOR		<u><b>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</b></u>

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





## 16.2. PHASE 2: FUNCTIONAL EVALUATION CRITERIA

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:

- I. An example of an integrated communication and marketing strategy developed and executed
- II. Market Research analysis report /Brand Health analysis report
- III. Community radio streaming analysis report
- IV. Reference letters with contactable details.
- V. List of sources covered

No	Evaluation Criteria	Rating					Weight	Total
		1	2	3	4	5		
1.	<p><b>The service provider demonstrated experience in the provision of Integrated Communication and Marketing Strategy</b> and Planning, Brand Management, Media Relations Management, Media Buying, Digital Marketing, Content Creation, Events Management, Research and Analysis, Crisis Communication Management, Stakeholder Relations Management, through the overall quality of the proposal and company profile.</p> <p><u>Ratings to be awarded as follows:</u></p> <ol style="list-style-type: none"> <li><b>Score = 1:</b> Experience is very limited in all the above elements. May have worked on small scale minimal complexity. (No Experience)</li> <li><b>Score =2:</b> Experience in all the above areas managing limited communications scope. Handles basic communication planning tasks but with limited scope. (Less than 1 year)</li> <li><b>Score =3:</b> Moderate experience with a range of communication and marketing. Demonstrates ability to manage multiple elements and platforms of communication planning and execution. (3 Years)</li> <li><b>Score = 4:</b> Extensive experience managing and implementing all the above-mentioned services including large-scale and complex projects. Proven track record of successful integrated communication and marketing campaigns execution. (More than 3 years)</li> <li><b>Score =5:</b> Extensive experience with a significant portfolio of high-profile communication services and projects. Recognised for exceptional integrated communication and marketing management skills and meticulous delivery campaigns and related services (5 years)</li> </ol>						40	
2.	<p><b>Provide detailed evidence of completed projects related to similar services</b>, such as social media, radio or event campaigns, editorials, graphic design, surveys, and press releases, along with 2/3 testimonials from past clients or stakeholders.</p> <p><u>Ratings to be awarded as follows:</u></p> <ol style="list-style-type: none"> <li><b>Score = 1:</b> No Evidence/No detailed proof of completed projects submitted, and no company service testimonials provided.</li> <li><b>Score =2:</b> Completed projects are below average/basic, do not clearly demonstrate an understanding of the task, and include less than two testimonials.</li> <li><b>Score =3:</b> Completed projects are of acceptable quality, demonstrate an understanding of the task at hand, and include more than two testimonials.</li> <li><b>Score = 4:</b> Completed projects provide a detailed account of services rendered and are supported by more than three testimonials.</li> <li><b>Score = 5:</b> Above expectation and Completed projects are clearly presented, highlight milestones achieved, include deliverables, and demonstrate campaign/strategy monitoring and evaluation, with five or more high-quality testimonials.</li> </ol>						40	



3.	<p><b>Expertise, (CVs) detailing the qualifications, experience, and competencies of all support personnel proposed for the CIPC contract.</b> CVs should demonstrate capability across all required services.</p> <p>References for each proposed team member, preferably from previous clients or employers, verifying their relevant experience and professional performance.</p> <p><u><b>Ratings to be awarded as follows:</b></u></p> <ol style="list-style-type: none"> <li><b>Score = 1:</b> No Evidence- No CVs or references submitted. No indication of qualifications or experience. No professional accreditation/certificate.</li> <li><b>Score = 2:</b> Limited CVs submitted with minimal detail. Personnel/supporting staff have limited relevant experience and lack recognised qualifications in Integrated Marketing and Communications. Few or no references provided. Accredited with less than 2 professional bodies.</li> <li><b>Score =3:</b> CVs demonstrate general competence for required services. At least some personnel hold recognised qualifications in Integrated Marketing and Communications. At least two references are included. Accredited with 2 professional bodies</li> <li><b>Score = 4:</b> CVs show strong relevant experience and competencies. Most personnel have qualifications in Integrated Marketing and Communications. Three or more references are included and relevant. Accredited with 3 professional bodies.</li> <li><b>Score = 5:</b> All CVs demonstrate extensive relevant experience and clearly defined competencies for all required services. All personnel have recognised qualifications in Integrated Marketing and Communications. References are detailed, relevant, and confirm high performance. Accredited with more than 3 professional bodies.</li> </ol>						20	
<b>Total</b>							<b>100</b>	

**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
- The service provider that achieves less than 60 points on functionality will be disqualified for further evaluation
- Bidders obtaining 60 and above points will qualify to be placed on the CIPC panel of service providers, up to a maximum of 15 panel members.**
- Note:** Evaluation criteria applied will result in service providers with the highest scores (60 and above) to be accepted to the panel up to a maximum of 15.
- Service providers with highest scores will be accepted to the panel first, from highest to lowest until the threshold of 15 (fifteen) is reached.**
- Should only 10 bidders qualify, then the CIPC reserves the right to appoint only 10 service providers, instead of the maximum indicated.**
- A letter of Acceptance will be forwarded to all successful service providers as per the above selection criteria
- No pricing is required for this RFP (Please refer to the Engagement Model as stated on page 12 this TOR**

**17. BRIEFING SESSION**

PLEASE NOTE THAT THERE IS **NO** BRIEFING SESSION SCHEDULED FOR THIS.

<b>BRIEFING SESSION</b>	NONE
<b><u>DATE:</u></b>	N/A
<b><u>TIME</u></b>	N/A
<b><u>ONLINE</u></b>	N/A



Companies and Intellectual  
Property Commission

Member of the dtic group

## 18. SUBMISSION OF PROPOSALS

Sealed proposals will be received at the Tender Box at the main gate, 77 Mentjies Street, Sunnyside, the DTIC campus.

### **Proposals should be addressed to:**

Manager (Supply Chain Management)

Companies and Intellectual Property Registration Office

the dtic Campus, 77 Meintjies Street,

Sunnyside

PRETORIA

## 19. ENQUIRIES

### **A. Supply Chain Enquiries**

Ms Ntombi Maqhula OR Mr Solomon Motshweni

Contact No: (012) 394 3971 /45344

E-mail: [Nmaqhula@cipc.co.za](mailto:Nmaqhula@cipc.co.za) OR [SMotshweni@cipc.co.za](mailto:SMotshweni@cipc.co.za)

### **B. Technical Enquiries**

Ms. Ndileka Cola Email: [Ncola@cipc.co.za](mailto:Ncola@cipc.co.za)

*Note : It is the bidder's responsibility to call CIPC if they have any questions that have not been answered via email, as the system may have flagged their email as spam.*

## 20. DEADLINE FOR SUBMISSION

**BIDS OPENING DATE:** 13 MAY 2025

**BIDS CLOSING TIME:** 11: 00 AM

**BRIEFING SESSION:** NONE

**EXTENDED BIDS CLOSING DATE:** 04 JULY 2025

### **IMPORTANT**

- **Please note the bid closing date has been extended to: 04 JULY 2025**
- **Original closing date was 13 JUNE 2025**

**BIDDERS MUST ENSURE THAT BIDS ARE DELIVERED IN TIME TO THE CORRECT ADDRESS. LATE PROPOSALS WILL NOT BE ACCEPTED FOR CONSIDERATION**

**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 SERVICES AND BIDS DEPOSITED IN THE INCORRECT BID BOX. BID PROPOSAL MUST BE HAND DELIVERED TO THE CIPC BID BOX AT THE DTIC MAIN GATE".AT 77 MEINTJIES STREET, SUNNYSIDE**