What You Weren't Told About The GeBiz "Unlimited Changes" Case

Description

By now, you've all heard about the "unlimited changes" on GeBiz, which even the Ministry of Finance (MOF) has stepped out to deem as "unfair".

I applaud their fast action, but am puzzled about one thing. Why didn't MOF talk about the fact that there wasn't just one guilty party, and to make matters worse, that there are also demands for unlimited meetings on GeBiz?



The Ministry of Finance has received feedback that some tender or quotation documents posted on GeBIZ, the government procurement

MOF thanks members of the public for raising the issue to the ministry's attention. MOF has looked into the matter, and has verified as a required indeed was such a require indeed was such a requirement contained in the posted documents, sourced to a local school. MOF agrees that it is unfair to expect the suppliers to agree to unlimited changes.

The Ministry of Education agrees that the number of iterations should be reasonable and cannot be unlimited. This specification has been removed from the school's Invitation-to-Quote (ITQ).

MOF will issue a circular to remind all government agencies of standing procurement principles, which includes ensuring that all procurement specifications are reasonable and fair.

The DesignSingapore Council, which is tasked to develop the local design sector, is also working with MOF to advise government agencies on the guideline of best practices for government procurement of design services.

I'm writing this publicly because earlier, I had already sent MOF a copy of the guilty documents before they made this announcement, informing them that there were at least 5 guilty parties (not just one). Yet, what I saw from their announcement seemed to communicate an entirely different message.

From my own investigations when the incident first gained traction, interestingly, I found that all of these 5 government parties on GeBiz had one thing in common:



Source: GeBiz. I didn't even need an account to grab these screenshots.

I don't see any need to publicly shame the individual schools responsible for such a ludicrous act by naming them here, but <u>The Online Citizen</u> has already identified one of them. I found 3, and the last unaccounted for screenshot originally provided by Kelley Cheng clearly shows it is issued by a school as well.

	A5 Note Pad
1.1	80gsm Woodsfree paper in white
	1C or 4C printing on front cover, back cover and all inside pages
	 Vendor to propose design with unlimited changes
	To provide sample for approval
1.2	Notebook
	80gsm Woodsfree paper in white
	 1C or 4C printing on front cover, back cover and all inside pages
	Customised size (Notebook must be able to fit in the pocket of student white
	Vendor to propose design with unlimited changes
	Individually pack in plastic wrap
	To provide sample for approval
1.3	Decal
	4C + Opaque White X 0C
	Print to size, Paper wrap
	Vendor to propose design with unlimited changes and provide colour proof
	To provide sample for approval
	while the attention and public debate has been on unlimited changes, there hasn't

Furthermore, while the attention and public debate has been on unlimited changes, there hasn't been enough attention on the unreasonable demands that many clients make with regards to **unlimited meetings.**

Here's an example I took from another GeBiz document:

Value added service required:

 Unlimited number of times of meetings with the various departmental head and various teachers must be entertained whenever necessary prior to final printing of magazine

Out of curiosity, I wanted to see how the party whom some thought to be "bitchy" responded, so here's the screenshot in full. Note clause 1 and 5.



IMPORTANT NOTES TO VENDOR:

Price quoted must be inclusive of:

<u>UNLIMITED CHANGES</u> for Creative Concept, Creative Design, Typesetting, Layout, High Resolution Scanning, Image Enhancement, Artwork, <u>Amendments must be amended within 1 - 2 working days</u>, Colour Mock-up in softcopy and hardcopy, and Final Finished Artwork, ready to print. Thanks to MOF (yay!), this party has now made the following changes. While the change to clause 1 is fairly satisfactory, take a look at the new clause 5, which conveniently does not mention a cap on the number of meetings either. Hmm, if I were the client who issued this, I would presume I have the right to still ask for as many meetings as I want in the name of "discussion".

What do you think? I'll let you be the judge.

Dear Sir/Madam Corrigendum No. 1

- We refer to our abovementioned Invitation to Quote dated
 - a) Paragraph 1 of the Important Notes to Vendors has been amended as follows: "Price quoted must be inclusive of:
 - Creative Concept, Creative Design, Typesetting, Layout, High Resolution Scanning, Image Enhancement, Artwork.
 - Colour Mock-up in softcopy and hardcopy, and Final Finished Artwork, ready to print.

Colour Separation Films/CTP Plates, Colour Proof in softcopy, as well as hardcopy in high quality paper for clear, colour proofing, Printing, Laminating, Folding, Binding and Guaranteed Delivery Dateline.

- b) Paragraph 5 of the Important Notes to Vendors has been amended as follows: "Vendor must be able to meet client, to collect materials, show colour mock ups, for discussion."
- Bidders are to note the amendments when submitting your bids.
- For any further clarification please contact:

Nothing irks me more than cheap or unreasonable clients. As a former account servicing director, I've had my own experience dealing with horror clients, but a recent incident really took the cake when the client decided to pay just slightly over \$600 for a 9-month marketing campaign.

If you're curious, the scope of work that was executed included:

- Conceptualisation of a holistic route-to-market campaign including public relations, marketing, advertising, corporate publicity and social media.
- Strategies for the brand's route-to-market.
- Strategic development of USPs.
- Guidance on conducting market surveys + editing of survey questions
- Analysis of the survey results to gain insights, resulting in a developmental copywriting of key marketable messages.
- Advisory on developing the 3 key messages into a video and infographic, which later materialised.
- Conceptualising + drafting of animation video script and sound bites.
- Editorial guidance for animation video.
- Editorial guidance for instructional video.
- 3 face-to-face meetings, over 50 emails and numerous Whatsapp messages providing advice and feedback.
- Copywriting + design for an infographic which client was originally charged \$300 by an outside vendor.
- Design of instructional installation manual.
- Photo manipulation of Facebook cover photo and profile picture.

- Copywriting for product packaging + refill packaging.
- Copywriting for website (which was later not used).
- Copywriting of chlorine test.
- Drafting of a influencer brief to guide and direct all social media influencers' postings.
- Advertorial pitches and liaisons with 15 social media influencers.
- Liaison with 3 media outlets to obtain customized / latest advertising rates.
- Advisory on Facebook

Client was also originally charged \$300 for an artwork, which I pulled personal strings to get a cheaper rate for her, and in the end she decided to pay only 1/3 of what her original cost would have been, if not for me.

Because there were no clear contractual terms stated out before, and the whole liaison process was based on business trust, the client saw fit to pay just \$615 for all of the work listed above.

Fun fact: The same client paid \$1,200 for an advertorial with a local blogger to write about her product, which was designed by herself and manufactured in China.



Many clients choose to hire freelance creatives because they're more affordable compared to working with an agency, but who protects these freelancers? While this debate is indeed timely, I can tell you that such "slavery" antics (termed by Mothership.sg) has been a problem in Singapore since years ago.

It is about time we implemented measures to protect the interests of designers / the creative / arts industry, which are often "bullied" by many clients who think that our work is easier than it seems.

Category

1. Family