



THE NATIONAL CREDIT REGULATOR

JULY 2016

**TERMS OF REFERENCE (TOR)
FOR THE DESIGN, PRINTING AND
DELIVERY OF WINDOW DECALS
“AS & WHEN REQUIRED”
FOR A PERIOD OF 36 MONTHS**

RFP NUMBER: NCR369/07/16

DUE DATE: 11 AUGUST 2016 @ 11H00

SECTION 1

GENERAL TERMS OF CONDITIONS

1. General Information for Bidders

The National Credit Regulator (NCR) was established in terms of Section 12 (1) of the National Credit Act (Act 34 of 2005) and came into being on 1 June 2006.

The NCR will determine which bidding organisation (“bid participant”), if any, is appointed in response to this request for submission for design, printing and delivery of window decals on an “As and when basis” for a period of 36 months.

1.1 General Terms

This tender is issued in terms of the Public Finance Management Act 1 of 1999 (PFMA), the Preferential Procurement Policy Framework Act 5 of 2000 (PPPFA), the Preferential Procurement Regulations, 2001 (PPR), Supply Chain Management Regulations issued by the National Treasury and BBBEE Act.

Parties that wish to submit proposals are required to indicate that they are willing to accept the General Conditions and Procedures of the NCR (see Section 1.5 below and Annexure B and B.1). Please read this document carefully prior to submitting your proposal.

1.2 The Proposal Format

1.2.1 Economy of proposal preparation

The proposal should be prepared simply and economically, providing a straightforward and concise description of the bid participant’s ability to meet the requirements of the proposal request.

Clear factual responses are required. The content of the proposals shall determine the merit of each participant, not brochures or other marketing material. To facilitate the review of proposals, participants are required to organise their responses according to the format presented below. Should a participant wish to provide additional information, that information should be referred to, and provided for, in a file of Annexure.

1.2.2 Validity of proposals

The proposals must include a statement as to the period for which the proposal remains valid. The proposal must be valid for at least hundred and twenty (120) days from the due date for the submission of all bids. Refer to the quarters in the terms of reference (TOR).

1.2.3 Number of proposals

Each bid participant must provide Two (2) hard copies and 1 CD of their entire proposal, including all the documentation referred to in 1.5 below, in the format specified in that section. All submitted proposals will become the property of the NCR, and will not be returned. Receipt of all proposals will be recorded in a register at the point of receipt. One copy of the proposal must be signed and dated in black ink by the bidder or authorized representative of the bidder and initialled on each page.

1.3 Submission of proposals

1.3.1 Proposals must reach the offices of the NCR before 11:00 on 11 August 2016, and must be enclosed in a sealed envelope which must be clearly labelled/addressed on the outside:

(a) RFP NO: NCR369/07/16

(b) DESIGN, PRINTING AND DELIVERY OF WINDOW DECALS “AS & WHEN REQUIRED” FOR A PERIOD OF 36 MONTHS

(c) COMPULSORY BRIEFING SESSION: 22 JULY 2016 @ 11H00

127 15TH ROAD, RANDJES PARK, HALFWAY HOUSE MIDRAND

(d) CLOSING DATE: 11 AUGUST 2016 @ 11H00

Proposals are to be submitted in the marked tender box, in the reception area, National Credit Regulator, 127-15th Road, Randjiespark, Halfway House, Midrand. The tender box will only be available for the depositing of proposals between 08h00 and 16h30 on weekdays (excluding public holidays).

1.3.2 Please note that this RFP closes punctually at 11h00 on 11 August 2016. No late submissions will be considered under any circumstances.

- 1.3.3** All the documentation referred to in Section 1.5 below must be submitted. Failure to submit all the documentation referred to in this section may result in a submission being discarded, and not considered for evaluation.
- 1.3.4** If responses are not delivered as stipulated in this Section 1.3, such responses will be considered “late”, and will not be considered for evaluation.
- 1.3.5** The NCR shall not disclose any details pertaining to the responses received, to any other participant, as this is regarded as confidential information.
- 1.3.6** Envelopes must not contain documents relating to any RFP other than the one referred to in this RFP.
- 1.3.7** The responses to the RFP will be opened as soon as is practical after the expiry of the time advertised for receiving them.
- 1.3.8** Only the participants that are short-listed after the evaluation process will be informed of the results of the submission adjudication process.
- 1.3.9** After the evaluation process is completed, the Evaluation Committee may, prior to making a final selection, draw up a shortlist of participants and require them to make a detailed presentation to the Adjudication Committee. A minimum of 2 days’ notice will be given to relevant participants in advance of the presentation date.

1.4 Timetable

Date	Activity
15-07-16	Issue tender document
22-07-16	Compulsory briefing session @ 11h00
11-08-16	Closing date
12-08-16	Evaluations – minimum criteria
16-08-16	Evaluations – of the samples
17-08-16	Pricing verification
22-08-16	Adjudications by the Adjudication Committee
23-08-16	Appointment of a supplier

The National Credit Regulator reserves the right to determine the structure of the process, the right to determine the number of short-listed participants, the right to withdraw from the proposal process, and the right to change this timetable at any time without notice.

1.5 Documentation to be submitted

Please Note

All of the documentation described below must be submitted, with no omissions whatsoever. Where a particular form or format of documentation is stipulated, this is the only form or format in which these documents must be submitted. Failure to adhere to these requirements may result in the rejection of the entire submission.

All of the documentation referred to below (in Parts One – Twelve) must be submitted. For ease of reference and to facilitate the evaluation process, you are requested to clearly mark each part of the submitted documentation as it is referred to below.

Part One – Proposal drafted in response to Terms of Reference

Section 2 of this document below contains the terms of reference (TOR) for the above mentioned tender. Bid participants are required to draft a proposal that will clearly indicate to the Evaluation Committee how they will fulfil the requirements as set out in the TOR.

Bid participants should include the following information when drafting their proposals:

- Proposals should make clear the relevant skills, experience and capacity of the participant, in respect of this particular TOR. This is an important evaluation criterion. Bid participants should ensure that their proposals focus on how they will address the requirements of this TOR, rather than on achievements.
- Proposals must contain the details of the proposed approach to be adopted in order to deliver the service in accordance with the TOR.
- Proposals should clearly indicate whether or not bid participants have the internal capacity to meet the requirements of the TOR.

Part Two – Pricing Proposal

Annexure A: SBD 3.1. They must be completed on the original and signed, all in black ink. Forms with photocopies and/or other reproductions of signatures may be rejected. Additional information may be added on a separate page if necessary.

The total price that the participant will charge to deliver services in accordance with the TOR must be clearly indicated. The pricing proposal should contain sufficient information to allow the Evaluation Committee to estimate the cost of the service, to a high degree of accuracy.

Please note that a financial proposal must be submitted in a separate sealed envelope together with your submission. The financial Proposal will be opened once all technical proposals have been evaluated. This appointment will be made in line with QBS.

All prices provided must be inclusive of Value-Added Tax (VAT).

Please note that the prices contained in the pricing proposal are the only charges that may be levied if the participant's proposal is successful, unless explicitly agreed to in writing by the National Credit Regulator, and in terms of the General Conditions of Contract.

Part Three – General Conditions and Procedures of the NCR

Annexure B & B1: General Terms & Conditions. Bid participants must indicate clearly that they have read this document, and have no objections to being bound by its contents. Where any provisions of the General Conditions and Procedures conflict with this General Information for Bidders and/or Terms of Reference, the latter will take precedence over the General Conditions of Contract.

Part Four – Contract Form: Rendering of Services

Annexure C: SBD 7.2. This will only be completed by the successful bidder once a selection has been made by NCR. Participants do not, therefore, need to complete this form at the bidding stage but their proposals must clearly indicate that they have read this form, and have no objections to signing it as is, if selected as the successful participant.

Part Five – Tax Clearance Certificate

Annexure D: SBD 2. They must be completed on the original and signed, all in black ink. Failure to submit a valid, original tax clearance certificate issued by SARS will result in a proposal being rejected.

Please note that the Tax Clearance Certificate submitted must be valid for at least one month after the closing date of the tender.

Part Six – Preference Points Claim Form

Annexure E: SBD 6.1. Bid participants must complete Sections 8 and 9 in full. They must be completed on the original and signed, all in black ink. Forms with photocopies and/or other reproductions of signatures may be rejected.

Part Seven – Declaration of Interest

Annexure F: SBD 4. They must be completed on the original and signed, all in black ink. Forms with photocopies and/or other reproductions of signatures may be rejected.

Part Eight – Declaration of past Supply Chain Management Practices

Annexure G: SBD 8. They must be completed on the original and signed, all in black ink. Forms with photocopies and/or other reproductions of signatures may be rejected.

Part Nine – Non-Disclosure Agreement

Annexure H: Non-Disclosure Agreement. Participants must indicate clearly that they have read this agreement, and have no objections to signing it, as is.

Part Ten—Certificate of Independent Bid Determination

Annexure I: SBD 9. They must be completed on the original and signed, all in black ink. Forms with photocopies and/or other reproductions of signatures may be rejected.

Please note that a BBEE certificate or an affidavit must also be attached to the bid documents. None submission will result in zero scoring in this competitive bidding process.

Part Eleven – Invitation to bid

Annexure J: SBD 1. They must be completed on the original and signed, all in black ink. Forms with photocopies and/or other reproductions of signatures may be rejected.

Part Twelve – Draft SLA version for bidders review

Annexure K: Draft SLA. The draft document must be read and signed as confirmation that there won't be any objections if this tender was to be awarded to your company.

****** DO NOT RETYPE ANY OF THESE FORMS. ALL THE ABOVE NEED TO BE COMPLETED AND SIGNED AS IS WITH BLACK INK.**

1.6 Evaluation Criteria

Proposals will be evaluated on the 90/10 preference points scoring system: that is, 90% of the points awarded will be based on price, as indicated in the table below; and 10% of the points awarded will be based on B-BBEE codes system, allocated as indicated in the table below.

B-BBEE status level of contributor	Number of points	Price
1	10	90
2	9	
3	8	
4	6	
5	4	
6	3	
7	2	
8	1	
Non-compliant contributor	0	
Total maximum points	10	90

Functionality will be evaluated in terms of section 7

Description

- Proposals should make clear the relevant skills, experience and capacity of the participant, in respect of this particular TOR
- Proposals must contain the details of the proposed approach to be adopted in order

to deliver the service in accordance with the TOR

- Proposals should clearly indicate whether or not bid participants have the internal capacity to meet the requirements of the TOR

1.7 Conflict of interest

Service providers are required to provide services that are professional, objective and impartial. Service providers must ensure that there is no conflict of interest between existing assignments, obligations and responsibilities to other clients and the services set out in the TOR. In the event of any uncertainty in this regard, full disclosure in the submitted proposal should be considered. Non-disclosure of a conflict of interest may be grounds for termination of any contract.

1.8 Confidentiality agreement

The successful service provider may have access to confidential data or information. The appointment of a successful bidder is subject to that bidder agreeing to the contents of, and signing, the NCR's standard Non-Disclosure Agreement.

1.9 Contact details

This no-contact policy does not apply to any information deemed to be in the public domain, or which is readily available from organs of State, which are repositories of such information.

All communications and enquiries/requests for clarification relating to this proposal should be directed to procurement@ncr.org.za

TERMS OF REFERENCE (TOR)

FOR THE DESIGN, PRINTING AND DELIVERY OF WINDOW DECALS

“AS & WHEN REQUIRED”

FOR A PERIOD OF 36 MONTHS

2. Background

Service providers of credit and credit related services are required to register with the Registration Department of the National Credit Regulator (NCR), in terms of the National Credit Act No. 34 of 2005 (NCA) . The purpose is to allow the NCR to discharge its statutory mandate to regulate these registrants and the credit industry.

3. Description

Design, printing and supply of Window Decals for all National Credit Regulator (NCR) registrants i.e. Credit Providers, Debt Counsellors, Credit Bureau, Alternative Dispute Resolution and Payment Distribution Agents, as and when (“as and when basis”) requested by the NCR.

4. Scope of Work

4.1 Duration

The successful service provider will render these services to NCR for a period of 36 months.

4.2 Delivery

Strictly two weeks from the date of order.

5. Specifications for the window decals

The NCR will supply the successful bidder with its Corporate Identity (CI) manual which should be strictly adhered to in terms of all related specifications. The specifications are as follows:

- Size: 190mm in width and 135mm in height;
- Production process: printed by using a silkscreen process and the colour should be exactly as the supplied pantone colours on inter-cote white, permanent vinyl with die-cut round corners;
- Appearance and aesthetics: visible through glass;
- Materials and finish: the decals are printed on transparent vinyl in reverse, followed by a double white and silver. A double white is applied again followed by the facing colors to achieve an opaque finish.

6. Printing requirements

6.1 **Credit Provider Decal:** Pantone Cool Grey 9C and Pantone 152C;

6.2 **Credit Bureau Decal:** Pantone Cool Grey 9C, Pantone 152C and Pantone 287C;

6.3 **Debt Counsellor Decals:** Pantone Cool Grey 9C, Pantone 152C and Pantone 349C;

6.4 **Alternative Dispute Resolution Agent Decal:** Pantone Cool Grey 9C, Pantone 1795C and Pantone 152C;

6.5 **Payment Distribution Agent:** Pantone Cool Grey 9C and Pantone 152C.

7. Estimated quantities

Registrant type	Number required
Credit Providers	50 000 per annum
Debt Counsellors	2 000 per annum
Credit Bureaux	30 per annum
Alternative Dispute Resolution Agent	20 per annum
Payment Distribution Agents	10 per annum

NB: The expiry date on all the window decals must be the 31 July. The window decals will be ordered as and when required.

8. Proposal

All bidders need to supply two of each decal as a sample which will be at their own cost. The samples need to match the specifications and artwork supplied exactly.

9. Copyright

- The Intellectual Property Rights that reside in the design of the decals vests in the National Credit Regulator.
- The decals should not be reproduced for any other purpose other than for the purposes as directed above and only under the express written authority of the National Credit Regulator.

10. Artwork

Credit Provider Decal



Credit Bureau Decal



Debt Counsellor Decal



Alternative Dispute Resolution Agent



Payment Distribution Agent



11. Additional documents to be submitted

- Brief company profile, as relevant to the above mentioned terms of reference.
- Experience in the relevant areas.
- Clientele.
- CV/Resumes of the technicians, highlighting experience relevant to this exercise. Individual CVs should not exceed 3 pages along with confirmation that the proposed team members will in fact be available to undertake this exercise at the appropriate time.
- Work plan, showing tasks, timelines etc.
- Contact details of at least three references from among recent clients with whom similar work has been conducted in the past 12 Months.
- Certificate of incorporation / legal status.
- Financial proposal.