



THE NATIONAL CREDIT REGULATOR

JULY 2015

TERMS OF REFERENCE (TOR) FOR AN ADVERTISING AND MEDIA BUYING AGENCY

RFP NUMBER: NCR307/07/15

DUE DATE: 27 AUGUST 2015 @ 11H00

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 an advertising and media buying agency for a period of 12 months with an option to extend for another Year.

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 BBEE 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.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 ninety (90) 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 Three (3) 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 27 August 2015, and must be enclosed in a sealed envelope which must be clearly labelled/addressed on the outside:

(a) RFP NO: NCR307/07/15

(b) AN ADVERTISING AND MEDIA BUYING AGENCY

(c) CLOSING DATE: 27TH AUGUST 2015 @ 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 27th August 2015. 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
31-07-15	Issue tender document
27-08-15	Closing date
01-09-15	Evaluations – functionality criteria
02-09-15	Consolidation of scores
03-09-15	Verification of scores
09-09-15	Presentations from the shortlisted candidates if clarity is required
10-09-15	Consolidation of scores
11-09-15	Verification of scores
18-09-15	Adjudications by the Adjudication Committee
22-09-15	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 – Ten) 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

Please see Annexure A – SBD 3.1 (Pricing Schedule – Firm Prices). DO NOT RETYPE THESE FORMS. 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

See Annexure B. 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

See Annexure C - 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

See Annexure D - Please complete form SBD 2. DO NOT RETYPE THESE FORMS. 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

See Annexure E – form SBD 6.1. Bid participants must complete Sections 8 and 9 in full. DO NOT RETYPE THESE FORMS. 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

See Annexure F – form SBD 4. DO NOT RETYPE THESE FORMS. 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

See Annexure G – form SBD 8. DO NOT RETYPE THESE FORMS. 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

See 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

See Annexure I – Certificate of Independent Bid Determination Participants. 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

1.6 Evaluation Criteria

Proposals will be evaluated on the 80/20 preference points scoring system: that is, 80% of the points awarded will be based on price, as indicated in the table below; and 20% 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	20	80
2	18	
3	16	
4	12	
5	8	
6	6	
7	4	
8	2	
Non-compliant contributor	0	
Total maximum points	20	

Functionality will be evaluated in terms of section 9

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 TO APPOINT
AN ADVERTISING AND MEDIA BUYING AGENCY**

2. Introduction

The objective of this assignment is to conceptualise and implement print and electronic media advertising campaigns on behalf of the National Credit Regulator (NCR), in accordance with specific processes and procedures as prescribed by the NCR.

3. Background

The National Credit Regulator is the regulatory authority established on 01 June 2006 in terms of the National Credit Act, 2005 with the mandate to promote and advance the social and economic welfare of South Africans, promote a fair, transparent, competitive, sustainable, responsible, efficient, effective and accessible credit market and industry, and to protect consumers.

4. Objective

The service provider will be contracted to supply a media buying and advertising function to the NCR. This will include, but is not limited to, media buying, conceptualisation and implementation of the NCR's print, electronic and broadcast media advertising requirements for a period of 12 months commencing on signature date with a possible extension for a further one-year period depending on the performance of the service provider and the needs of the NCR at that time.

5. Scope of the project

- a) Communicate and position the NCR and the NCA as directed by the NCR;
- b) Recommend and advise the NCR on media and delivery channels to achieve maximum impact and maximise the budget for campaigns;
- c) Prepare and propose the communication strategy in terms of messaging, media and promotional items – to ensure effective optimisation of “above” and “below-the-line” spend;
- d) Provide continuous marketing, design and advertising services which includes, but is not limited to, ensuring that the material produced is submitted to media houses on time or is available at the relevant contact points as required within defined turn-

around times (turn-around times to be agreed upon between the appointed supplier and the NCR at contract stage);

- e) Produce “above-the-line” and “below-the-line” materials, including design, layout, typesetting and production (production as defined for the purpose of this bid excludes printing) according to the brief from the NCR.
- f) Production material should include, but is not limited to at least the following:
 - i. NCR publications, including, but not limited to the, Credit Bureau Monitor, Consumer Credit Market Report, research reports and other ad hoc publication design and layout requests as specified and requested by the NCR;
 - ii. circulars to registrants;
 - iii. invitations for NCR events and functions;
 - iv. brochures and posters and various promotional items (collateral) for branding and marketing purposes;
 - v. billboard material
 - vi. office signage and certificates;
 - vii. framing memorabilia for the NCR;
 - viii. and all other NCR advertising and promotional needs as required and specified by the NCR;
- g) Adhere to the NCR’s corporate identity standards and with NCR approval review such standards periodically to ensure the optimal positioning and image of the NCR;
- h) Maintain the Corporate Identity Manual;
- i) Identify advertising opportunities for the NCR;
- j) Produce multiple themes/concepts for advertising purposes with respect to the NCA including NCR-initiated campaigns;
- k) Produce media schedules for agreed campaigns and activities;
- l) Purchase media space and place adverts on behalf of the NCR – successful bidder should have internal capacity to perform media buying function and not outsource the function;
- m) Negotiate preferential prices and placement of adverts with media houses and indicate the percentage discount that can be offered to the NCR;
- n) Work with the NCR’s Education and Communication Department to develop advertising strategies, material and concepts;
- o) Manage media liaison for advertising purposes and source advertising opportunities taking the NCR’s budget and target markets into consideration;

- p) Work under pressure and adhere to tight deadlines and short turnaround times with multiple requests from **various departments** within the NCR;
- q) The service provider will be required to be available for work at short notice and beyond normal working hours as may be applicable to any particular project or campaign throughout the contract period;
- r) Provide monthly and quarterly reports in terms of advertising spend, number of adverts placed, media used and campaigns delivered (further details of the report will be communicated to the successful bidder);
- s) Provide tear sheets of all print adverts placed and sound bytes of the radio adverts within one week of placement of the adverts;
- t) Ensure that the adverts appear in the publications, online or broadcast media after placement;
- u) Provide all electronic versions of all approved NCR adverts (multimedia) to the appointed NCR website maintenance agency within one day of the advert/advertising campaign being approved.

6. **Key Messages**

- a) Key messages to be developed by the appointed service provider, utilising the brief provided by the NCR under the supervision of, and with input from, the NCR.
- b) Messages will vary periodically but they will primarily create awareness and educate consumers and other stakeholders on the NCA and their rights and obligations contained therein. The role and mandate of the NCR will form part of these awareness and educational messages and will be a tool to profile and promote the NCR and effectively deliver on the NCR mandate.

7. **Target Audience**

Target Audience includes, but is not limited to:

- a) Consumers and prospective consumers
- b) Parliamentarians and national and provincial government departments
- c) NCR Registrants:
 - i. Credit Bureau

- ii. Credit Providers
- iii. Debt Counsellors
- d) Consumer groups
- e) Ombud Schemes
- f) Payment Distribution Agencies
- g) Alternative Dispute Resolution Agents
- h) Provincial Consumer Affairs Offices
- i) Youth
- j) Industry Associations e.g. Banking Association of South Africa (BASA), Micro Finance South Africa etc.
- k) Other regulators
- l) Media;
- m) Trade Unions and Chambers of Commerce
- n) NEDLAC
- o) Non-Governmental Organisations (NGOs)
- p) Tertiary institutions i.e. universities
- q) Research houses

8. Timeframe

The contract will be for a period of **12 months** commencing from the date of appointment with a possible extension for a further one-year period depending on the performance of the service provider and the needs of the NCR at that time.

9. Evaluation criteria

Description	Weights
<p>Understanding of the NCR requirements</p> <ul style="list-style-type: none"> • Does the proposal show bidder’s understanding of the NCR requirements in relation to advertising and media buying. 	<p>10</p>

<p>Proposals should make clear the <u>relevant skills, experience</u> and <u>capacity of the participant</u>, in respect of this particular TOR</p> <ul style="list-style-type: none"> • The experience of the company in undertaking similar work or projects • Internal capacity to perform the media buying function and not outsource the function;The relevant skills level of the entire project team(Brief CV's of the team members) • Capacity and experience in operating at a strategic level; • Capability statement 	<p>30</p>
<p>References</p> <ul style="list-style-type: none"> ▪ Contact details of at least two references from amongst recent clients with whom similar work has been conducted in the past 6 months. 	<p>10</p>
<p>Proposals must contain the details of the proposed approach to be adopted in order to deliver the service in accordance with the TOR.</p> <ul style="list-style-type: none"> • Proposed approach in relation to the scope of work and the outputs above • Project Execution Plan or Framework • Ability to meet tight deadlines and work schedules; • Ability to develop a clear and measurable project plan when appointed to undertake the project; 	<p>30</p>

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

This will include but is not limited to:

- Internal capacity to perform the media buying function and not outsource the function;
- Resources and personnel to be dedicated to the project;
- Office and administrative capacity to carry on the work of this magnitude
- Project team leader;
- The percentage of the work if any that will be outsourced to third parties;
- Project team professional resumes; and
- Capability statement.

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Bidders are required to score a minimum of 70% points on functionality to qualify to be evaluated in the next level (BBBEE and price). Bidders who do not score the minimum of 70% points on functionality will be disqualified and not be evaluated on price and BBBEE.

10. Additional information

- a) Brief company profile, as relevant to the above mentioned terms of reference;
- b) Experience in the relevant areas;
- c) Clientele;
- d) A proposal including methodology;
- e) Certification of all team members, highlighting experience relevant to this exercise. Confirmation that the proposed team members will in fact be available to undertake this exercise at the appropriate time and meet the necessary deadlines;
- f) The proposal should contain a work plan, showing tasks, timelines etc;

- g) Contact details of at least two references from amongst recent clients with whom similar work has been conducted in the past 6 Months;
- h) Certificate of incorporation / legal status; and
- i) Financial proposal.