



THE NATIONAL CREDIT REGULATOR

SEPTEMBER 2013

**TERMS OF REFERENCE
FOR A SERVICE PROVIDER FOR
CONTINUOUS MAINTENANCE AND
DEVELOPMENT OF THE NATIONAL
CREDIT REGULATOR'S WEBSITE**

RFQ NUMBER: NCR 195/09/13

DUE DATE: 11 OCTOBER 2013

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 01 June 2006.

The NCR will determine which bidding organisation (“bid participant”), if any, is appointed in response to this request for submission for appointment of a service provider for **Continuous Maintenance and Development of the National Credit Regulator’s Website.**

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.1). Please read this document carefully prior to submitting your proposal.

1.2 The Proposal Format

- **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 in a file of annexures.

- **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 sixty (60) days from the due date of the submission of all bids.

- **Number of proposals**

Each bid participant must provide **Four (4)** hard copies and **One (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 11h00 on 11 October 2013, and must be enclosed in a sealed envelope which must have clearly inscribed on the outside:

(a) RFQ No: NCR 195/09/13

(b) TERMS OF REFERENCE FOR A SERVICE PROVIDER FOR CONTINUOUS MAINTENANCE AND DEVELOPMENT OF THE NATIONAL CREDIT REGULATOR'S (NCR) WEBSITE

(c) CLOSING DATE: 11H00, 11 OCTOBER 2013

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

1.3.3 Please note that this RFQ closes punctually at 11h00 on 11 October 2013. No late submissions will be considered under any circumstances.

1.3.4 **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.

- 1.3.5 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.
- 1.3.6 The NCR shall not disclose any details pertaining to the responses received, to any other participant, as this is regarded as confidential information.
- 1.3.7 Envelopes must not contain documents relating to any RFQ other than the one referred to in this RFQ.
- 1.3.8 The responses to the RFQ will be opened as soon as is practical after the expiry of the time advertised for receiving them.
- 1.3.9 Only the participants that are short-listed after the evaluation process will be informed of the results of the submission adjudication process.
- 1.3.10 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 Evaluation Committee. A minimum of two (2) days’ notice will be given to relevant participants in advance of the presentation date.

1.4 Timetable

Date & time	Activity
26.09.2013	Issue Tender document
11.10.2013	Closing date
11.10.2013	Tender evaluations – Minimum criteria
15.10.2013	Evaluations by the Evaluation Committee
15.10.2013	Consolidation and verification of scores
18.10.2013	Presentations from shortlisted candidates
21.10.2013	Consolidation and verification of scores
24.10.2013	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 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 Quality Based System (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 must also be attached to the bid documents. Non-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	10	
5	8	
6	6	
7	4	
8	2	
Non-compliant contributor	0	
Total maximum points	20	

Price points will be allocated as detailed in SBD 3.1. – Annexure A.

Functionality will be evaluated in terms of section 6

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

The 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

FOR A SERVICE PROVIDER FOR CONTINUOUS MAINTENANCE AND DEVELOPMENT OF THE NATIONAL CREDIT REGULATOR'S WEBSITE

2. Introduction

The objective of this assignment is: "Continuous Maintenance and Development: NCR Website", in accordance with specific processes and procedures as prescribed by the NCR.

2.1. 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.

2.2. Objective

"Continuous Maintenance and Development of the NCR Website" timeously and accurately, as requested by the NCR.

2.3. Scope of the project

The successful bidder will render the following services:

- ❖ Provide continuous maintenance and development of the NCR website, utilising the latest web and intranet software and techniques available (e.g. macromedia flash animation, sound and graphic: HTML, PHP and ASP). This entails, but is not limited to, ensuring that the website is functional, dynamic, continuously updated and easy to navigate as required by the NCR and its stakeholders within defined turn-around times (turn-around times to be agreed upon between the appointed supplier and the NCR at contract stage);
 - Archiving old content with the approval of the NCR;
 - Maintaining the content and functionality of the NCR TV screen at reception area;
 - Web design, layout and typesetting;
 - Web Development;

- Flash animation;
 - Creating, maintaining and sustaining web security programming;
 - Content writing, editing and management of the NCR website;
 - Provide the NCR with advice on new functionality and tools to enhance the website/internet capability.
- ❖ Immediately upload electronic versions of all approved NCR documents onto the website. This includes, but is not limited to:
 - Press releases.
 - Research findings.
 - Adverts.
 - Statistics.
- ❖ Work under pressure and to tight deadlines and short turnaround times with multiple requests from various departments within the NCR;
 - ❖ 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;
 - Regular innovation of site as agreed with the NCR.
 - Maintenance of, and adherence to, the NCR corporate identity standards and image.
 - Align the website with the public relations, media and advertising campaigns as instructed by the NCR.

2.4. Purpose of the project

The purpose of contracting the supplier is to ensure that the NCR's website is dynamic, continuously maintained and developed and provides for the following user- friendly functionality:

- ❖ Simplified and improved navigation;
- ❖ Advanced database search for all registrants i.e. debt counsellors, credit providers, credit bureaux as well as any other subject matter as requested by stakeholders accessing the website;
- ❖ Password access and rights management for user groups;

- ❖ Online forms;
- ❖ Advice to the NCR on strategy for the use of social networking capabilities and integration;
- ❖ Include consumer aid calculators e.g. for interest and affordability calculations;
- ❖ Include mechanisms for public opinion polls;
- ❖ Maintain and enhance site security;
- ❖ Provide weekly, monthly and quarterly reports. Reports should include, but are not limited to the following:
 - Website monitoring.
 - Number and nature of change requests.
 - Status of change requests.
 - Development and maintenance log.
 - Number of pages visited.
 - New visitors.
 - Type of information requested and visitors' country of origin to our website as and when requested by the client.
- ❖ Attend and provide feedback to the NCR at weekly status meetings

2.5 **Key Messages**

As approved requested, provided and approved by the NCR. Any updates done by the appointed service provider, will be done under the NCR's supervision.

2.6 **Target Audience**

Target Audience includes, but is not limited to:

- ❖ Consumers and prospective consumers.
- ❖ Parliamentarians and relevant government departments.
- ❖ NCR Registrants:
 - Credit Bureaux
 - Credit Providers
 - Debt Counsellors
- ❖ Consumer groups.
- ❖ Ombud Schemes.
- ❖ Payment Distribution Agencies.
- ❖ Alternative Dispute Resolution Agents.

- ❖ Provincial Consumer Affairs Offices.
- ❖ Youth.
- ❖ Industry Associations e.g. Banking Association of South Africa (BASA), Micro Finance South Africa etc.
- ❖ Other regulators.
- ❖ Media.
- ❖ Trade Unions and Chambers of Commerce.
- ❖ NEDLAC.
- ❖ Non-Governmental Organisations (NGOs).
- ❖ Tertiary education institutions.
- ❖ Research houses.
- ❖ Analysts and Economists.

2.7 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.

2.8 Evaluation criteria for functionality

NO	DESCRIPTION	WEIGHTS
1	<p><u>Strategic management:</u></p> <p><u>Organisational capability and capacity:</u></p> <ul style="list-style-type: none"> • Experience and success in work of this nature • Management methodology for relationship maintenance and execution of contracted work. • Expertise of the personnel to be deployed on the contract. • Project management and “turn-around” time management. 	30
2	<p><u>Technical expertise:</u></p> <ul style="list-style-type: none"> • Understanding of the industry landscape, the NCR’s market sector and the overall economy 	30

	<ul style="list-style-type: none"> • Understanding of the NCR's target audiences and stakeholders; • Understanding of the NCR's business context and challenges; • Management reporting – regular, effective measurement and evaluation of the website including visitors, page-views etc; • Overall strategic approach to the communication of the NCR and the NCA. 	
3	<p><u>Creative management:</u></p> <ul style="list-style-type: none"> • Ability to integrate complex regulatory messaging into comprehensible, audience-relevant communication using appropriate tactics on the website (Emotional vs Functional connection); • The website should cater for different market segments; • Creative / innovative ways of finding and packaging information on the website. 	40

Bidders are required to score a minimum of 65% points on functionality to qualify to be evaluated in the next level (price and BBEE). Bidders who do not score the minimum of 65% points on functionality will be disqualified and not be evaluated on price and BBEE.

2.9 Additional information

- Brief company profile, as relevant to the above mentioned terms of reference
- Experience in the relevant areas
- Clientele
- A proposal including methodology
- 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
- The proposal should contain a work plan, showing tasks, timelines etc.

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