

REQUEST FOR INFORMATION: CONSUMER EDUCATION IMPLEMENTATION

Terms of Reference



REQUEST FOR INFORMATION (RFI)

RFI: ECIC07I-2021/22

CONSUMER EDUCATION IMPLEMENTATION

CLOSING DATE: 22 July 2021

TIME: 15H00 (SAST, OBTAINABLE BY DIALLING TELKOM ON 1026)

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A. INTRODUCTION

1. Introduction

- 1.1 The Export Credit Insurance Corporation of South Africa (SOC) Limited (ECIC or Corporation)¹ is a self-sustained state-owned entity listed under Schedule 3B of the Public Finance Management Act 1 of 1999 (as amended) and established in terms of the Export Credit and Foreign Investments Insurance Act 78 of 1957 (as amended).
- 1.2 The mandate of ECIC is to facilitate and encourage South African export trade, by underwriting export credit loans and investments outside the country, to enable South African contractors to win capital goods and services contracts in countries outside South Africa. ECIC is a registered Financial Service Provider and is regulated by the Financial Sector Conduct Authority and Prudential Authority (FSP No: 30656). Currently exempted in terms of FAIS Notice 78 of 2019.
- 1.3 ECIC operates from offices at Block C7 Eco Origins Office Park, 349 Witch Hazel Avenue, Highveld Ext 79, Centurion, 0157, South Africa.

2. Purpose

- 2.1 ECIC intends to request information on the implementation and facilitation of Consumer Education (CE) initiatives targeting youth and small black businesses. For that, ECIC needs to understand the offerings in the market, including pricing, empowerment in the industry and availability of services.
- 2.2 The purpose of this Request for Information is an information gathering and market-testing exercise, intended only to inform and assist the ECIC for further deliberation, budgeting and development of an optimal procurement strategy.
- 2.3 Potential suppliers who do not respond to this RFI **will not** be precluded from bidding in future open bid(s) issued by ECIC. Information provided in this RFI is for industry research only and will not be used to any respondent's advantage or disadvantage in future open tenders.

3. Enquiries

- 3.1 All enquiries regarding this RFI must be sent in writing to the Head of Procurement on/or before **13 July 2021** to the following email address:

procurement@ecic.co.za
- 3.2 All questions must reference specific paragraph numbers, where applicable.

¹ Further information on the ECIC can be found at www.ecic.co.za

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3.3 ECIC will not entertain any enquiries regarding this bid sent to any other email address or received through any other means, except as instructed in paragraph 3.1.

3.4 All enquiries received by ECIC will consolidated and responded in one response, which will be published on the website of ECIC (www.ecic.co.za), next to the respective bid within three working days from the last day of enquiries.

4. Submission of the proposals

4.1 Responses must be clearly marked for ease of reference.

4.2 All responses must be submitted on PDF format on/or before the closing date and time to the following email address:

procurement@ecic.co.za

5. Right of cancellation

5.1 ECIC reserves the right to discontinue the tender procedure at any stage and not continue with a Request for Proposal (RFP), Request for Bid (RFB) or Request for Information (RFI). Responding to this RFI does not mean that the vendor will be requested to submit a formal RFP or RFB or RFQ.

6. Confidentiality

6.1 Any information relating to the submissions, through the process or otherwise shall be treated in strict confidence. In submitting a response, the responder agrees that it shall not be entitled to any information disclosed by another respondent to ECIC, which ECIC has determined to be of a confidential nature. The content and details of the evaluation of submissions will remain confidential to ECIC.

7. Protection of personal information

7.1 ECIC recognises that when the Bidder submit its proposal in response to this Request for Information, it will provide personal information, which ECIC will process for the sole purpose of evaluating the Bidder's proposal. By submitting its proposal in responding to this Request for Information, the Bidder hereby provide its consent to the processing of its Personal Information by ECIC.

7.2 The following terms shall have the meaning ascribed to them:

7.2.1 **"Personal Information"** shall bear the same meaning as ascribed to it under POPI;

7.2.2 **"POPI"** means Protection of Personal Information Act, No. 4 of 2013;

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- 7.2.3 “**Responsible Party**” shall bear the same meaning as ascribed to it under POPI; and
 - 7.2.4 “**bid**” means this Request for Information.
- 7.3 ECIC as the Responsible Party undertakes to:
 - 7.3.1 comply with the provisions of POPI as well as all applicable legislation as amended or substituted from time to time;
 - 7.3.2 treat all Personal Information strictly as defined within the parameters of POPI;
 - 7.3.3 process Personal Information only in accordance with the consent it was obtained for, for the purpose agreed, as permitted by law;
 - 7.3.4 secure the integrity and confidentiality of any Personal Information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent loss, damage, unauthorised destruction, access, use, disclosure or any other unlawful processing of Personal Information;
 - 7.3.5 not transfer any Personal Information to any third party in a foreign country unless such transfer complies with the relevant provisions of POPI regarding transborder information flows; and
 - 7.3.6 not retain any Personal Information for longer than is necessary for achieving the purpose in terms of bid or in fulfilment of any other lawful requirement.
- 7.4 ECIC will ensure that all reasonable measures are taken to:
 - 7.4.1 identify reasonably foreseeable internal and external risks to the Personal Information in its possession or under its control;
 - 7.4.2 establish and maintain appropriate security safeguards against the identified risks;
 - 7.4.3 regularly verify that the security safeguards are effectively implemented;
 - 7.4.4 ensure that the security safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards;
 - 7.4.5 provide immediate notification to the Bidder if a breach in information security or any other applicable security safeguard occurs; provide immediate notification to the Bidder where there are reasonable grounds to believe that the Personal Information has been accessed or acquired by any unauthorised person;

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- 7.4.6 remedy any breach of a security safeguard in the shortest reasonable time and provide the Bidder with the details of the breach and, if applicable, the reasonable measures implemented to address the security safeguard breach;
 - 7.4.7 provide immediate notification to the Bidder where the Bidder has, or reasonably suspects that, Personal Information has been processed outside of the purpose agreed to or consented to;
 - 7.4.8 provide the Bidder, upon request, with all information of any nature whatsoever relating to the processing of the Personal Information for the purpose of the bid and any applicable law; and
 - 7.4.9 notify the Bidder, if lawful, of receipt of any request for access to Personal Information, in its possession and relating to the Bidder.
- 7.5 The Bidder has the right to inspect the Personal Information processing operations, as well as the technical and organisational information security measures employed by the ECIC to ensure compliance with the provisions of this paragraph 7.

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B. BID RULES

8. Completeness

- 8.1 Bidders must check number of pages submitted and ensure that there are no missing pages or information. ECIC shall not accept any liability for any missing pages or information.

9. Costs

- 9.1 ECIC shall in no manner be responsible for any costs incurred by the bidder in preparation and submission of response in relation to this bid.

10. Ownership of Proposals

- 10.1 All proposals in response to this RFI will become the property of ECIC.

11. Change in Scope

- 11.1 ECIC reserves the right to change the scope and extent of supply of the goods and/or services requested in this bid and invite the re-submission of such tender on or before the closing date, without necessitating a new bid.

12. Form of tender

- 12.1 Tender documents must be completed by the tenderer in non-erasable, legible and ²visible ink.
- 12.2 Where the space provided in the bid document is insufficient, separate schedules may be drawn up in accordance with the prescribed formats. These schedules must be bound with a suitable contents page and submitted with the tender documents.

13. Signing of tender

- 13.1 The tender must be signed by a person who is duly authorised to do so.

14. Jurisdiction

- 14.1 This bid and subsequent contract or order is governed by the laws of the Republic of South Africa.

15. Language

- 15.1 The tender documents are drafted in English and any contract, which originates from the acceptance of the tender, will be interpreted and construed in English.
- 15.2 All proposals must be submitted in English language.

² Visible to human eye.

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16. Gender

- 16.1 Any word implying any gender shall be interpreted to imply all other genders.

17. Headings

- 17.1 Headings are incorporated into this proposal and submitted in response thereto, for ease of reference only and shall not form part thereof for any purpose of interpretation or for any other purpose.

18. Confidentiality

- 18.1 Any information relating to the submissions, through the process or otherwise shall be treated in strict confidence. In submitting a response, a Service provider agrees that it shall not be entitled to any information disclosed by another respondent to ECIC, which ECIC has determined to be of a confidential nature. The content and details of the evaluation of submissions will remain confidential to ECIC.

19. Other matters

- 19.1 If the ECIC does not accept any proposal, it will declare this bid process closed and may then elect to:
- 19.1.1 Proceed on a completely different basis; and/or
 - 19.1.2 Not to appoint any respondent (in the event it deems all or any of the proposals not appropriate).
 - 19.1.3 The ECIC reserves the right to engage in any processes required to validate all claims made in the proposal.

20. Disclaimer

- 20.1 The ECIC has produced this bid in good faith. However, the ECIC, its agents and its employees and associates, do not warrant its accuracy or completeness. The ECIC will not be liable for any claim whatsoever and howsoever arising (including, without limitation, any claim in contract, negligence or otherwise) for any incorrect or misleading information contained in this bid due to any misinterpretation of this bid
- 20.2 This bid is a Request for Information only and not an offer document; answers to it must not be construed as acceptance of an offer or imply the existence of a contract between the ECIC and the bidder.

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C. Request for Information

21. Background information

- 21.1 The Financial Services entities operating in South Africa are legislatively required to contribute to consumer education to accelerate economic transformation and financial inclusion through the Broad-Based Black Economic Empowerment (B-BBEE) Financial Sector Code (FSC).
- 21.2 ECIC is **committed** to financially support consumer education programmes that improve young adults' and businesses' awareness of financial concepts and encourage good financial behaviour. For this reason, financial education will be provided to:
- 21.2.1 Students who are studying at institutions of higher learning.
 - 21.2.2 Places of work where students undergo work integrated learning or where internships take place.
 - 21.2.3 Black small businesses in the trade and export insurance industry
- 21.3 ECIC currently outsources the management and implementation services of the consumer education initiatives and intends to retender these services for a period of three (3) years starting from 2022 - 2025.
- 21.4 The allocation of funds is based on ECIC's financial performance in the previous financial year. The Net Profit After Tax (NPAT) is determined after the annual audit has been concluded. 0.4% of the 1% NPAT allocated to Social Economic Development (SED) is allocated to the Consumer Education (CE). This allocation might increase or decrease annually based on the NPAT.

22. Statement of need

- 22.1 ECIC requires information on the implementation of the CE initiatives in line with ECIC's SED strategy and the requirements of the CE element per the amended (FSC)³ and the temporary amendments as communicated by the Financial Transformation Sector Council (FTSC).
- 22.2 The information required should include a cost breakdown required in implementing the CE initiatives and meet the following requirements:
- 22.2.1 Methodology applied in the identification of strategic programmes/projects in line with the measured entity's transformation strategy, CE standards (GN500) and the temporary amendments to GN500 relating to Covid-19.

³ Amended Financial Sector Code published on 1 December 2017 in Government Gazette no. 41287 under section 9(1) of the B-BBEE Act (Act no. 53 of 2003)

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- 22.2.2 Proof of compliance with FS500 of the amended FSC and the CE standards in the form of an independent competent persons report to ensure that ECIC secures the maximum B-BBEE points on the CE element.
- 22.2.3 Management of systems, processes and administration in the CE fund disbursement and management.
- 22.2.4 Tools or systems in ensuring critical project performance review and stakeholder engagement.
- 22.2.5 Share best practice in managing the expectations by the internal stakeholders (at various levels) e.g., communication, reporting and consultation.
- 22.2.6 Methodology of end-to-end monitoring and evaluation, reporting throughout the implementation of the programme and impact assessment at the end of the programme.
- 22.2.7 Share the expected capacity or ability to provide the advisory support service on applicable legislative compliance.

23 **B-BBEE Level**

- 23.2 Respondents to this RFI must indicate their B-BBEE Level in their response.

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Annexes

Annexure A: Entity and service offering information.

1. Please provide your firm's responses in a table format as set out below. Should your firm not provide the services questioned, indicate "N/A" in the response. You may provide additional information in your responses if the questions asked are limiting in nature.

Question	Response
Table 1 – Entity	
1. Name of entity	
2. Inception date of the entity	
3. B-BBEE level of the entity	
4. Provide your entity experience in implementing and facilitating consumer education by providing the following:	
4.1 The entity's years of experience in implementing and facilitating CE initiatives.	
4.2 Number of clients for whom your entity has been appointed as to implement and facilitate CE initiatives.	

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Question	Response
Table 1 – Entity	
4.3 Highlight any competitive advantages your entity has in implementing and facilitating CE initiatives.	
5. Indicate if it is envisaged to utilise services of any subcontractor in offering the required services. Provide the reasons for subcontracting.	
6. Provide any information that is required for this type of services that we might have missed.	

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Question	Response
Table 2 – Implementation and facilitation of consumer financial education	
1. Provide detail on your entity's experience and service offerings in implementing and facilitating CE initiatives. This should include information on the experience of the facilitators	
2. Does your entity's services include the following:	
2.1. Advocacy and recruitment of target audience.	
2.2. Understanding of the legislative requirements for the financial industry with regard to consumer education.	
2.3. Implementation of CE initiatives through various platforms.	
2.4. Sourcing of independent monitoring and evaluation partner.	
2.5. Monitoring and reporting on financial behavioural change.	
2.6. Arranging training venues if and when needed.	

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Question	Response
Table 2 – Implementation and facilitation of consumer financial education	
2.7. Reporting	
2.7.1. Quarterly Reporting	
2.7.2. Annual Reporting	
3. Provide any information that is required for this type of services that we might have missed.	

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Annexure B: Pricing template/example

1. The allocation of funds is based on ECIC's financial performance in the previous financial year. The Nett Profit After Tax (NPAT) is determined after the annual audit has been concluded. 0.4% will be allocated to CE of the 1% of NPAT which is allocated to SED. This allocation might increase or decrease annually based on the NPAT. Please access the latest annual financial statements via the website on www.ecic.co.za
2. For pricing purposes, ECIC requires information on expected costs and such costs must include amongst others the items below.

NB: Please highlight a clear distinction between once off costs and recurring costs.

Description	Once off/ Recurring	Amount (R) Year 1	Amount (R) Year 2	Amount (R) Year 3	Comments
Advocacy and recruitment					
Implementation of the initiatives					
Project planning and review					
Policy and strategy review in terms of CE					
Independent Impact Assessment					
Project Reporting					
Monitoring and Evaluation (M&E)					
Fund management and administration					
Project Management fees (indicate if the amount is fixed or a percentage)					
Any other costs not included above					
Subtotal					
Value Added Tax at 15%					
Total					

3. The information provided above will be utilised for budgeting and sourcing strategy purposes.