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## **BID NOTIFICATION**

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**BIDDERS ARE HEREBY INVITED TO SUBMIT BIDS IN RESPECT OF THE FOLLOWING SERVICES:**

**THE APPOINTMENT OF SERVICE PROVIDER FOR THE PROOF READING, PHOTOGRAPHY, COPY EDITING, DESIGN, LAY-OUT, AND PRINTING OF VARIOUS DOCUMENTATION FOR A PERIOD OF THREE (3) YEARS.**

**REFERENCE: NCC/03/2026/2027**

**Date issued: 25 June 2026**

**Compulsory Briefing Session: 03 July 2026 at 11:00am**

**Briefing details and link:**

**Join:**

**<https://teams.microsoft.com/meet/358411415029412?p=G7svuVqMHAMrh3Hpxl>**

**Meeting ID: 358 411 415 029 412**

**Passcode: rw2Vw7ai**

**Closing date and time: 17 July 2026 at 14:00pm**

**Bid validity period: 90 calendar days after closing date**

**ADDRESS FOR SUBMISSION OF BIDS:**

**National Consumer Commission**

**SABS Campus, Building C,**

**1 Dr. Lategan Road**

**Groenkloof,**

**Pretoria**

## **1. PURPOSE**

- 1.1. The National Consumer Commission (NCC) invites suitably qualified and capable service providers to submit proposals and quotations for the proof reading, copy editing, design, lay-out, and printing services for a period of three (3) years.

## **2. BACKGROUND AND RATIONALE**

- 2.1. The National Consumer Commission (NCC) is a juristic person established as an organ of state within the public administration in terms of section 85 of the Consumer Protection Act; No 68 of 2008 ("Act"). The NCC is listed as a schedule 3A entity in terms of the Public Finance Management Act, 1999 (PFMA). The NCC has been operational since 1 April 2011. The main objective of the NCC is to, amongst other things, promote and advance the social and economic welfare of consumers in South Africa by:

- Establishing a legal framework for the achievement of a consumer market that is fair, accessible, efficient, sustainable and responsible;
- Reducing and ameliorating any disadvantages experienced by vulnerable consumers in accessing goods or services;
- Promoting fair business practices & protecting consumers from improper conduct;
- Improving consumer awareness and encouraging choice;
- Promoting consumer confidence and empowerment;
- Providing a consistent, accessible and efficient system of consensual resolution of disputes; and
- Providing for an accessible, consistent, harmonized, effective and efficient system of redress for consumers.

- 2.2. The NCC does, during the normal course of its operations, compiles various reports which must be submitted to various stakeholders. The NCC also uses pamphlets, newsletters, flyers, brochures, and booklets during its outreach initiatives. These documents often require graphic design, proof reading and copy editing in order to enhance the layout before they can be printed.
- 2.3. Therefore, the services will be requested periodically when such documents are required to be produced in line with the operational requirements of the NCC.

### 3. SCOPE OF WORK:

- 3.1. The appointed service provider will be required to provide services in relation to the production of Annual Reports, Performance Reports, Strategic Plans, Annual Performance Plans, professional photography services as well as other publications such as, but no limited to, booklets, brochures, newsletters, flyers as and when required.

#### **COPY EDITING, PROOFREADING, PHOTOGRAPHY, LAYOUT AND GRAPHIC DESIGN, AS WELL AS PRINTING OF DOCUMENTATION AND OTHER MATERIAL GENERATED BY THE NCC.**

##### **1. ANNUAL REPORTS**

The detailed specifications for the Annual Report are as follows:

1	Quantities	120 per year (360 in total)
2	Format	A4 Portrait
3	Printing	Digital printing and paper-based printing
4	Pages	90 Pages, double-sided sheets/180 pages (Estimated).
5	Inside	Full colour throughout
6	Cover page	300 grams (thickness) matt with varnished finishing
7	Inner Page	135 grams (thickness) matt finishing.
8	Binding	Each report should be perfectly glue bound
9	Number of hard copies (120)	120 hard copies and a copy of PDF per year (electronic flip copy)  Hard copies to be delivered to offices of the NCC.

**COPY EDITING, PROOFREADING, PHOTOGRAPHY, LAYOUT AND GRAPHIC DESIGN, AS WELL AS PRINTING OF DOCUMENTATION AND OTHER MATERIAL GENERATED BY THE NCC.**

10	Graphic Design and layout	<ul style="list-style-type: none"> <li>• Provision of 3 (three) sample cover designs on storyboard for selection and provision of sample page design before assumption of work.</li> <li>• Copy editing and proofreading of the content</li> <li>• Lay out of contents</li> <li>• Graphic Design with accompanying elements</li> <li>• Accurate numbering of pages</li> <li>• Accurate numbering of headings and sub-headings etc.</li> <li>• Accurate referencing across different sections</li> <li>• Provision of x2 full colour, glued final proofs or samples of the complete product for approval before printing commences.</li> <li>• Provision of filler images that are relevant to the information contained in the section of the report that the image is placed OR the use of pictures that will be made available for use by the NCC as collages as maybe requested by the NCC.</li> </ul>
11	Professional Photo shoot	Photoshoot of the premises, NCC staff (individual, and in groups)
12	Publishing	Web version for publishing on the NCC website
13	Quality Assurance	<p>Proof-reading and copy editing.</p> <p>Sample approval by the NCC.</p>
14	Design	Design and layout of the document including highlighting key messages, quotes, tables, diagrams, maps, logos and illustrations/ photos.

**COPY EDITING, PROOFREADING, PHOTOGRAPHY, LAYOUT AND GRAPHIC DESIGN, AS WELL AS PRINTING OF DOCUMENTATION AND OTHER MATERIAL GENERATED BY THE NCC.**

**2. STRATEGIC PLANS, ANNUAL PERFORMANCE PLAN, QUARTERLY PERFORMANCE REPORTS**

1	Quantities	Strategic plan (3 in total)
	Quantities	Annual performance plan (3 in total)
	Quantities	Quarterly performance reports (12 in total)
2	Format	A4 Portrait
3	Printing	PDF, web ready copy (electronic flip copy)
4	Pages	<p><b>STRATEGIC PLAN</b></p> <p>50 Pages, double-sided sheets/100 pages (Estimated). Quotation for excess pages will be provided as and when there is a need.</p> <p><b>ANNUAL PERFORMANCE PLAN</b></p> <p>60 Pages, double-sided sheets/120 pages (Estimated). Quotation for excess pages will be provided as and when there is a need.</p> <p><b>QUARTERLY PERFORMANCE REPORTS</b></p> <p>80 Pages, double-sided sheets/160 pages (Estimated). Quotation for excess pages will be provided as and when there is a need.</p>
5	Inside	Full colour throughout
6	Cover page	PDF Copy Only
7	Inner Page	PDF Copy Only
8	Binding	PDF Copy Only
9	Number of hard copies	PDF Copy Only
10	Design and layout	<ul style="list-style-type: none"> <li>Provision of 3 (three) sample cover designs on storyboard for selection and provision of</li> </ul>

**COPY EDITING, PROOFREADING, PHOTOGRAPHY, LAYOUT AND GRAPHIC DESIGN, AS WELL AS PRINTING OF DOCUMENTATION AND OTHER MATERIAL GENERATED BY THE NCC.**

		<p>sample page design before assumption of work.</p> <ul style="list-style-type: none"> <li>• Copy editing and proofreading of the document</li> <li>• Accurate numbering of pages</li> <li>• Accurate numbering of headings and sub-headings etc.</li> <li>• Accurate referencing across different section</li> <li>• Lay out of contents</li> <li>• Graphic Design with accompanying elements</li> <li>• Provision of filler images that are relevant to the information contained in the section of the report that the image is placed OR the use of pictures that will be made available for use by the NCC as collages as may be requested by the NCC.</li> </ul>
11	Design	Design and layout of the document including highlighting key messages, quotes, tables, diagrams, maps, logos and illustrations/ photos.
12	Quality Assurance	<p>Proof-reading and copy editing.</p> <p>Sample approval by the NCC.</p>
<b>3. FLYERS/LEAFLETS</b>		
1	Number of hard copies	30 000 copies (2 500 per quarter)
	Estimated number of designs	12
2	Format	Z-fold (3 panels)
3	Printing	Digital and paper-based printing

**COPY EDITING, PROOFREADING, PHOTOGRAPHY, LAYOUT AND GRAPHIC DESIGN, AS WELL AS PRINTING OF DOCUMENTATION AND OTHER MATERIAL GENERATED BY THE NCC.**

4	Pages	1-page double-sided sheet.
5	Inside	Full colour throughout
6	Size	A4 Z folded - 297 x 210 mm (Laid out flat dimensions: without bleed);
7	Design and layout	<ul style="list-style-type: none"> <li>• Copy editing and proofreading of the document</li> <li>• Lay out of contents</li> <li>• Provision of 3 (three) sample designs on storyboard for selection and provision of sample page design before approval.</li> <li>• Provision of filler images that are relevant to the information contained in the section of the report that the image is placed OR the use of pictures that will be made available for use by the NCC as collages as may be requested by the NCC.</li> </ul>
8	Quality Assurance	<p>Proof-reading and copy editing.</p> <p>Sample approval by the NCC.</p>

**4. BOOKLETS**

1	Number of copies	12 000 in total (1 000 per quarter)
	Estimated number of designs	12
2	Format	A5 Portrait
3	Printing	Digital and paper-based printing
4	Pages	20 Pages, double-sided sheets/40 pages including the cover (Estimated).
5	Inside	Full colour throughout
6	Booklet Type and size	A5

**COPY EDITING, PROOFREADING, PHOTOGRAPHY, LAYOUT AND GRAPHIC DESIGN, AS WELL AS PRINTING OF DOCUMENTATION AND OTHER MATERIAL GENERATED BY THE NCC.**

7	Cover and Inner Page	<ul style="list-style-type: none"> <li>• 20 printed pages (16 printed inner pages + 4 printed pages-cover)</li> <li>• Cover printed full colour both sides on 200gsm,</li> <li>• Text pages printed full colour on 150gsm</li> </ul>
8	Binding	Collated and staple spine
9	Design and layout	<ul style="list-style-type: none"> <li>• Copy editing and proofreading of the document</li> <li>• Accurate numbering of pages</li> <li>• Accurate numbering of headings and sub-headings etc.</li> <li>• Lay out of contents</li> <li>• Provision of images that are relevant to the information contained in the section of the document that the image is placed OR the use of pictures that will be made available for use by the NCC as collages as maybe requested by the NCC.</li> </ul>
10	Quality Assurance	<p>Proof-reading and copy editing</p> <p>Sample approval by the NCC.</p>

**5. NEWSLETTERS**

1	Quantities	3 (1 per year)
2	Format	A4 Portrait
3	Printing	Digital
4	Pages	20 Pages, double-sided sheets/40 pages (Estimated).
5	Inside	Full colour throughout
6	Type	Business Newsletter
7	Cover	PDF only
8	Inner Page	PDF only
9	Binding	PDF only



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10	Design and layout	<ul style="list-style-type: none"> <li>• Copy editing and proofreading of the content.</li> <li>• Graphic Design with accompanying elements</li> <li>• Design and layout of the document including highlighting key messages, quotes, tables, diagrams, maps, logos and illustrations/ photos.</li> <li>• Provision of 3 (three) sample cover designs on storyboard for selection and provision of sample page design before assumption of work.</li> <li>• Accurate numbering of pages</li> <li>• Accurate numbering of headings and sub-headings etc.</li> <li>• Accurate referencing across different sections</li> <li>• Lay out of contents</li> <li>• Provision of filler images that are relevant to the information contained in the section of the report that the image is placed OR the use of pictures that will be made available for use by the NCC as collages as may be requested by the NCC.</li> </ul>
11	Publishing	Web version for publishing on the NCC website. (electronic flip copy)
12	Quality Assurance	<p>Proof-reading and copy editing</p> <p>Sample approval by the NCC</p>

#### **4. SERVICE PROVIDERS' OBLIGATIONS**

The service provider will be responsible for the design, layout, and copy-editing of NCC publications and communication materials, including but not limited to the Strategic Plan, Annual Performance Plan, Performance Reports, Annual Reports, Flyers, booklets, newsletter, and any other reports or materials not specifically mentioned as maybe required. The duties will include:

- 4.1. Appointing a Project Manager who will manage the development of the production of the above-mentioned documents or materials.
- 4.2. The project manager must ensure that items required are delivered as per approved specifications and within agreed timeframes.
- 4.3. Throughout the period of the contract, the supplier shall provide a draft project plan (per project or milestone) with amongst others a production schedule and timelines. This project plan will be managed by the Project Manager after it has been approved and confirmed by the NCC's Project Team. The project plan shall further indicate the number of revisions or amendments permitted in respect of the document to be designed as well as the implications of exceeding the agreed number of revisions and any additional costs that may be charged to the NCC, and penalties which may be imposed by the NCC arising from the service provider's inability to meet the required service standards.
- 4.4. The Project Manager will work closely with the NCC's Project team.
- 4.5. Design, lay out and format the required NCC documents or materials, ensuring full alignment with NCC branding guidelines and those of any relevant partners.
- 4.6. Design and create illustrations, artwork, tables, charts and other graphic elements required to enhance the quality and clarity of the documents or material.
- 4.7. Determine the size, arrangement and placement of illustrative material including the selection of appropriate typographic styles and formats.
- 4.8. Develop clear and visually engaging infographics using supplied data to convey core messages and simplify complex information within the documents or material.
- 4.9. Produce creative, accurate and technically sound design solutions, including infographics and other visual elements, for all print, electronic and web-based NCC documents or materials.
- 4.10. Advise the NCC on optimal design and layout approaches for each document and provide multiple design options where necessary.
- 4.11. When required, use appropriate photographs, from online sources and ensure proper attribution and photo credits are included or use NCC provided photographs to enhance the delivery of the message.

- 4.12. Incorporate all comments, edits and revisions provided by NCC staff into the design and copy-edited versions of the materials.
- 4.13. Work closely with NCC project managers to ensure that the design, layout and copy-editing process meets all timelines specified in the Project Plan.
- 4.14. Deliver final versions of all materials in web-ready and/or print-ready formats, including final production files for all the publications.
- 4.15. The service provider must ensure that samples are pre-approved by the NCC before mass production.

## **5. NCC's OBLIGATIONS**

The NCC will:

- 5.1. Provide content and photographs in electronic format as per the Project Plan.
- 5.2. Provide the official Corporate Identity (CI) Manual to guide design and branding.
- 5.3. Provide details of the Project Team, including officials responsible for oversight and approvals.
- 5.4. Review materials submitted by the service provider and communicate any required changes to the Project Manager.
- 5.5. Attend scheduled meetings to ensure project alignment and timely decision-making.

## **6. PROPOSAL PROCEDURES AND CONDITIONS**

- 6.1. In addition to the proposal procedures and requirements of the NCC, service providers must adhere to procedures outlined hereunder (material deficiencies in this regard may result in the rejection of a proposal):
- 6.2. The proposals shall contain the following:
  - 6.2.1. Cover Letter;
  - 6.2.2. Brief company profile, as relevant to the above-mentioned terms of reference;
  - 6.2.3. Experience in the relevant areas;
  - 6.2.4. Contactable references;
  - 6.2.5. Details and experience of the proposed project manager;
  - 6.2.6. Experience of proposed team members;
  - 6.2.7. Experience of the copy editor;
  - 6.2.8. Financial proposal in a SEPARATE AND SEALED ENVELOPE. No Electronic copy should be submitted for the financial proposal. FAILURE TO COMPLY WITH THE REQUIREMENTS WILL LEAD TO DISQUALIFICATION;

- 6.2.9. Technical proposal in a physical copy and also electronic. The electronic copy must be packaged and labelled in the same manner as the physical copy.
- 6.2.10. A service level agreement will be entered into with the successful contractor/service provider; and
- 6.2.11. The mere award of the bid will not constitute a binding contract between the Commission and the Service Provider.

## **7. DURATION**

- 7.1. The contract will be for a period of 36 months from the date of appointment.

## **8. PAYMENT OF INVOICES**

- 8.1. Payments will be made upon submission of a detailed invoice covering all aspects in the scope of work; and such payment will be effected within thirty (30) days of the date of submission of a valid invoice.

## **9. EVALUATION CRITERIA**

- 9.1. The NCC will evaluate all proposals in terms of the Preferential Procurement Policy Framework Act. No.5 of 2000 (PPPFA). A copy of the PPPFA regulations can be downloaded from [www.treasury.gov.za](http://www.treasury.gov.za). In accordance with the PPPFA, submissions will be adjudicated on 80/20 points system and the evaluation criteria.

**Table 1.**

<b>Pre-qualification Criteria (Phase 1)</b>	<b>Technical Evaluation Criteria (Phase 2)</b>	<b>Price and Specific Goals Evaluation (Phase 3)</b>
Bidders must submit all documents as outlined in paragraph (Table 2) below. Only bidders that comply with administrative and or mandatory requirements will proceed to phase 2.	Bidder(s) are required to achieve a minimum of <b>70</b> points out of <b>100</b> points to proceed to phase 3.	Only bidder(s) who have met or exceeded the threshold of <b>70</b> points will be evaluated on price and specific goals.

**PHASE 1: ADMINISTRATIVE AND MANDATORY COMPLIANCE:**

Without limiting the generality of the Commission's other critical requirements for this Bid, bidders must submit the documents listed in Phase 1 below. All documents must be completed and signed by the duly authorized representative of the prospective bidders.

During this phase, bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidders' proposals may be disqualified for non-submission of some of the documents.

**Table 2.**

Administrative Compliance Documents	Guideline	Consequence of Non-submission of Information:
		Disqualification?
Invitation to Bid – SBD 1	Complete, sign and submit the provided pro forma document.	NO
Tax status – Compliant	<p>Tax Compliance will be verified on the Central Supplier Database (CSD).</p> <p>Supplier to be Tax-Compliant before an award is made and throughout the contract period.</p> <p>CSD Supplier number will be used to verify Tax Compliance.</p>	NO
Bidder's Disclosure– SBD 4	Complete and sign the supplied pro forma document.	YES
Preference Point Claim Form – SBD 6.1	<p>Complete and sign the supplied pro forma document. Preference points will be verified using the following documents;</p> <p>Certified copy of BBBEE Certificate or Sworn Affidavits</p> <p>Certified copies of CIPC documents</p> <p>CSD</p> <p>Failure to provide the listed documents as indicated above will lead to forfeiture of specific goals points.</p> <p>Certified copies must be within 6 months.</p>	NO

Registration on Central Supplier Database (CSD)	The Service Provider must be registered as a service provider on the Central Supplier Database (CSD). If not registered, the service provider must visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to register on the CSD. An award will not be made to any bidder who is not registered on the CSD.	NO
Pricing Schedule – SBD 3 and Annexure A.	Submit full details of the pricing proposal in a separate envelope ONLY and not as part of the technical proposal. Non-compliance will lead to disqualification.  <b>Bidders must not provide electronic price proposal, only a physical sealed separate envelope must be submitted.</b>  <b>Non-Completion or non-submission of Annexure A will lead to disqualification.</b>	YES
Briefing Session	Attendance of the briefing session is compulsory; non-attendance will lead to disqualification.	Yes

## 9.2. Phase 2 Technical Evaluation

- Only Bidders that have met the pre-qualification criteria in Phase 1 will be evaluated in Phase 2 for functionality. Total functional points are 100, with a minimum qualification threshold of 70 points for further consideration on the third phase.

## 10. EVALUATION CRITERIA FOR FUNCTIONALITY

No.	Description	Rating
1	<b>Evidence of successful work undertaken:</b> <b>Service provider to provide a listing of five (5) previous clients where similar documents were designed, with URL links where the work has been published or submission of hard or digital copies of such documents with the proposal. Failure to submit will lead to forfeiture of functionality points (A combination of links, hardcopies or digital will be accepted). The NCC will not be held responsible for any link that is not functional.</b>	30
	No submission of the required information: no points will be allocated Submission of 1 active url link or copies of the document - 5 point Submission of 2 active url links or copies of the document - 10 points Submission of 3 active url links or copies of the document - 15 points Submission of 4 active url links or copies of the document – 20 points Submission of 5 active url links or copies of the document - 30 points	
2	<b>Company experience in the production and printing of any of the publications required by the NCC. Provide reference letters for similar work produced during the previous three years from the closing date of the bid. The reference letters must contain the name of the company where the project was implemented, a description of the project, the year the project was implemented and the contact person with the contact details.</b>	20
	0 reference letter and experience - 0 point 1 contactable reference letter - 5 point 2 contactable reference letters - 10 points 3 contactable reference letters - 15 points 4 contactable reference letters - 20 points	



No.	Description	Rating
<b>3</b>	<b>Experience of the team</b>	<b>50</b>
<b>3.1</b>	<b>Project manager's experience - Team leader must have minimum of three years (3) working experience in design, print and publishing environment. (Clearly indicate the role of the individual to the project)</b>	<b>20</b>
	Less than Three Years of experience = 0  3 Years of experience = 5  4 Years of experience = 10  5 Years of experience = 15  6 or more years of experience = 20	
<b>3.2</b>	<b>Graphic Designer's Experience - Member must have minimum of four years (4) working experience in design, print and publishing environment. (Clearly indicate the role of the individual to the project)</b>	<b>15</b>
	Less than four years of experience = 0  4 Years of experience = 5  5 Years of experience = 10  6 or more years of experience = 15	
<b>3.3</b>	<b>Copy Editor - Member must have minimum of four years (4) working experience in design, print and publishing environment.</b>	<b>15</b>
	Less than four years of experience = 0  4 Years of experience = 5  5 Years of experience = 10  6 or more years of experience = 15	
	<b>Total Points</b>	<b>100</b>

## 11. PHASE 3: PRICE AND SPECIFIC GOALS EVALUATION

Only Bidders that have met the 70 points thresholds for functionality will be evaluated in phase 3 for price and preference points.

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- Specific Goals (maximum 20 points)

### Stage 1 - Price Evaluation (80 Points)

The following formula will be used to calculate the points for price:

Where;

Criteria	Points
<b>Price Evaluation</b> $P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	<b>80</b>

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

## Stage 2 – Specific Goals Evaluation (20 Points)

### Specific Goals Points allocation

A maximum of 20 points may be allocated to a bidder for attaining the specific goals in accordance with the table below:

Specific Goals	Number of Points
100% Black owned	6
51-99% Black owned	4
100% women-owned	6
51% to 99% women-owned	4
5% Youth Ownership	2
2% Owned by persons with disabilities	1
Exempt Micro Enterprise (EME)	5
Qualifying Small Enterprise (QSE)	3
Large Enterprise	0

Points for Specific Goals may be allocated to bidders on the submission of the following documentation or evidence:

A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1)

Certified BBBEE Certificate or Sworn Affidavit

Certified CIPC documents

CSD Report

## 12. NOTES/ GUIDANCE REGARDING PRICING

12.1. The rates **must** be all inclusive. This means, all direct and indirect related cost must be included. Note that failure to propose the rates will render the entire bid as non-responsive. *Use Annexure A spreadsheet to calculate the total price.*

12.2. Bidders shall submit their pricing as guided by the pricing schedule attached to the Terms of Reference as Annexure A. The total amount on cell N24 of Annexure A

must also be transferred to SBD 3. The total cost as per SBD3 will be used for evaluation purposes.

### **13. GENERAL CONDITIONS OF CONTRACT**

- 13.1. Any award made to a bidder under this bid is conditional, amongst others, upon;
- The Bidder accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which NCC is prepared to enter into a contract with the successful Bidder.
  - The Bidder submitting the General Conditions of Contract to the NCC together with its bid, duly signed by an authorised representative of the bidder.

### **14. COUNTER CONDITIONS**

- 14.1. Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid conditions shall render such bids invalid.

### **15. SUPPLIER DUE DILIGENCE**

- 15.1. The NCC reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

### **16. DECLARATION**

- 16.1. By submitting the proposal, the service provider confirms that they will:
- Act honestly, fairly, and with due skill, care and diligence, in the interests of the Commission;
  - Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
  - Act with circumspection and treat the Commission fairly in a situation of conflicting interests;

- Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the Commission;
- Avoid acting fraudulently and avoid to provide misleading information in respect of advertising, canvassing and marketing;
- Conduct their business activities with transparency and consistently uphold the interests and needs of the Commission as a client before any other consideration; and
- Ensure that any information acquired by the bidder(s) from the Commission will not be used or disclosed unless the written consent of the client has been obtained to do so.

## **17. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT**

- 17.1. The bidder should note that the terms of its bid will be incorporated in the proposed contract by reference and that the Commission relies upon the bidder's bid as a material representation in making an award to a successful bidder, and in concluding an agreement with the bidder.
- 17.2. It follows therefore that misrepresentations in a bid may give rise to service termination and a claim being instituted by the Commission against the bidder notwithstanding the conclusion of the Service Level Agreement between the Commission and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

## **18. INDEMNITY**

- 18.1. If a bidder breaches the conditions of this bid and, and as a result of that breach, the Commission incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds the Commission harmless from any and all such costs which the Commission may incur and for any damages or losses the Commission may suffer.

## **19. LIMITATION OF LIABILITY**

- 19.1. A bidder participates in this bid process entirely at own risk and cost. The Commission shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered because of the Bidder's participation in this Bid process.

## **20. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**

- 20.1. No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appears on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. The Commission reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

## **21. CONFIDENTIALITY**

- 21.1. Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with the Commission's examination and evaluation of a Bid.
- 21.2. No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Bid. This bid and any other documents provided by the Commission remain proprietary to the Commission and must be promptly returned to the Commission upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived therefrom.
- 21.3. Throughout this bid process and thereafter, bidder(s) must secure the Commission's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid.

## **22. COMMUNICATION DETAILS**

- 22.1. A nominated official of the bidder(s) can make enquiries in writing, to the specified personnel, for technical enquiries **Mr. Lefu Nhlapo** via email

[L.Nhlapo@thencc.org.za](mailto:L.Nhlapo@thencc.org.za); for SCM enquiries **Ms. Mapula Moropene**  
[M.Moropene@thencc.org.za](mailto:M.Moropene@thencc.org.za) and/or **012 065 1994**.

- 22.2. Bidder(s) must reduce all telephonic enquiries to writing and send to the abovementioned email address.
- 22.3. The delegated office of the Commission may communicate with Bidder(s) where clarity is sought on the bid proposal.
- 22.4. Any communication to an official or a person acting in an advisory capacity for the NCC in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged, unless it is for purposes of providing clarity in respect of the legitimate questions pertaining to the bid. The NCC reserves the right not to answer questions which it considers to be inappropriate.
- 22.5. All communication between the Bidder(s) and the NCC must be done in writing.
- 22.6. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the NCC (other than minor administrative matters), the Bidder(s) must promptly notify the NCC in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the NCC an opportunity to consider what corrective action to take if necessary.
- 22.7. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the NCC shall, if possible, be corrected and be provided to all Bidder(s) without attributing such discrepancy, ambiguity, error or inconsistency to the Bidder(s) who provided the written notice of such matters.

## 23. SUBMISSION OF PROPOSALS

- 23.1. All tenders must be clearly marked: "For attention: **The Manager: Supply Chain Management**, with the Tender Reference number included and delivered at the reception, in the NCC's tender box, at the following address:

**The National Consumer Commission**  
**SABS Campus, Building C,**  
**1 Dr. Lategan Road,**  
**Groenkloof,**  
**Pretoria**

- 23.2. The bidder(s) are required to submit three (3) copies, being one (1) original and two (2) duplicates, and one (1) electronically accessible copy. The electronic copy must be packaged and labelled in the same manner as the physical copy.
- 23.3. Financial proposal in a **SEPARATE AND SEALED ENVELOPE**. No Electronic copy should be submitted for the financial proposal. **FAILURE TO COMPLY WITH THIS REQUIREMENT WILL LEAD TO DISQUALIFICATION;**
- 23.4. Each submission must be marked correctly and sealed separately for ease of reference during the evaluation process.
- 23.5. Bid documents shall only be considered when received by the Commission before the closing date and time which is **17 July 2026 at 14:00pm.**