



## **BID NOTIFICATION**

---

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

**APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE AN IMPACT ASSESSMENT  
FOR THE NATIONAL CONSUMER COMMISSION'S EDUCATION (BUSINESS AND  
CONSUMER) AND ENFORCEMENT INTERVENTIONS COVERING A FIVE-YEAR PERIOD  
FROM 2019-2025.**

**REFERENCE: NCC/02/2026/2027**

**Date issued: 02 June 2026**

**Compulsory Briefing Session: 12 June 2026**

**Microsoft Teams meeting**

**Join: <https://teams.microsoft.com/meet/337128013998080?p=jA2LVWeCPKKQw2ZJgh>**

**Meeting ID: 337 128 013 998 080**

**Passcode: b4mD7Xj2**

**Closing date and time: 26 June 2026 at 14:00**

**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**

## Table of Contents

1. PURPOSE.....	3
2. BACKGROUND.....	3
3. REASON FOR THE NEED.....	3
4. SCOPE OF WORK.....	4
5. METHODOLOGY .....	5
6. DELIVERABLES .....	5
7. REPORTING REQUIREMENTS .....	5
8. EVALUATION CRITERIA.....	6
9. FUNCTIONAL EVALUATION .....	8
10. 80-20 PREFERENCE POINT EVALUATION CRITERIA .....	10
11. GENERAL CONDITIONS OF THE CONTRACT .....	11
12. COUNTER CONDITIONS .....	11
13. SUPPLIER DUE DILIGENCE .....	11
14. BY PARTICIPATING IN THIS BID, BIDDERS DECLARE THE FOLLOWING: .....	11
15. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT.....	12
16. INDEMNITY .....	12
17. LIMITATION OF LIABILITY .....	12
18. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS .....	12
19. CONFIDENTIALITY.....	12
20. COMMUNICATION DETAILS.....	13
21. SUBMISSION OF PROPOSALS .....	13

## **1. PURPOSE**

- 1.1. The purpose of this Terms of Reference (TOR) is to invite proposals from suitable qualified service provider to undertake an impact assessment of National Consumer Commission's (NCC) education (Business and consumer) and enforcement interventions spanning a five-year period from 2019-2025.
- 1.2. The TOR outlines the scope, requirements, and technical considerations necessary to ensure the NCC remains secure, compliant, and operationally efficient.

## **2. BACKGROUND**

- 2.1. The NCC, herein referred to as the Commission, is a juristic person established in terms of section 85 of the Consumer Protection Act; No 68 of 2008 ("Act"), as an organ of the state within the public administration but as an institution outside the public service. The Commission has been operational since 1 April 2011. The main objective of the Commission is to, amongst other things, promote and advance the social and economic welfare of consumers in South Africa by:
  - 2.1.1. Establishing a legal framework for the achievement of a consumer market that is fair, accessible, efficient, sustainable, and responsible.
  - 2.1.2. Reducing and ameliorating any disadvantages experienced by vulnerable consumers in accessing goods or services.
  - 2.1.3. Promoting fair business practices & protecting consumers from improper conduct.
  - 2.1.4. Improving consumer awareness and encouraging choice.
  - 2.1.5. Promoting consumer confidence and empowerment.
  - 2.1.6. Providing a consistent, accessible, and efficient system of consensual resolution of disputes; and
  - 2.1.7. Providing an accessible, consistent, harmonized, effective, and efficient system of redress for consumers.
- 2.2 In addition, Section 3 (2c) of the Act enjoins the Commission to undertake research and propose policies to the Minister of Trade, Industry and Competition (DTIC), including proposals for legislative, regulatory or policy initiatives that would improve the realisation and full enjoyment of consumer rights.
- 2.3 In pursuance of realising and improving consumer rights and promoting fair business practices and protecting consumers, the Commission has put in place education and enforcement initiatives. Thus, these initiatives, among others, assist the Commission in realising its legislative mandate.

## **3. REASON FOR THE NEED**

- 3.1. An impact assessment of the Commissions education and enforcement interventions has not been undertaken. The Commission has undertaken education and enforcement interventions in accordance with the CPA, however, the effectiveness of these interventions has not been determined. Therefore, an assessment of the impact of education and enforcement interventions covering the period from 2019-2025 should be conducted to assist the Commission with:
  - 3.1.1. Determining whether the consumer education interventions that were provided over the said period made any impact on consumers regarding their understanding of their consumer rights leading to meaningful changes in consumer behaviour;

- 3.1.2. Determining whether the business education interventions that were provided over the said period made an impact in enhancing their understanding of their responsibilities and obligations in line with the CPA.
- 3.1.3. Determining the impact of business compliance with the Act after enforcement measures were taken;
- 3.1.4. Determining the impact of redress received by consumers once enforcement measures were taken;
- 3.1.5. Establishing the efficiency of interventions, namely, to justify whether the costs (human and financial) incurred when implementing consumer and business interventions yielded any returns on investment; and
- 3.1.6. Improving education and enforcement interventions through the evidence provided by the impact assessment. The evidence will assist in decisions regarding any future review, adjustment or abandonment of the interventions if the intended objectives were not met.

#### **4. SCOPE OF WORK**

- 4.1. The timeframe to complete the impact assessment will be eight (8) months. In this regard, a comprehensive project plan for implementing the study is required. The project plan needs to reflect the activities, outputs, milestones, timeframe and team members crucial for the implementation of the study. The experience of the service provider coupled with the project manager and team members are vital in terms of carrying out the scope of work fleshed out below.
- 4.2. A desktop review of available literature that covers best practices of impact assessments in the public sector pertaining to enhancing the effectiveness of interventions. The review should include approaches to undertaking impact assessments that do not possess baseline information pivotal in measuring change.
- 4.3. A nationally representative consumer survey to determine the impact of consumer education interventions on consumers disaggregated according to province, district, and demographics (race, gender, educational level). In addition, the survey should determine the redress received by consumers through enforcement measures. The urban-rural dimension needs to be factored in for the demographics.
- 4.4. A nationally representative business survey to determine the impact of business education and enforcement interventions disaggregated according to province, district and the urban-rural dimension.
- 4.5. Conduct two focus groups each with consumers in two provinces which receive the most complaints (Gauteng, and Western Cape).
- 4.5.1 Conduct two focus groups each with consumers in two provinces that do not receive many complaints (Northern Cape and Northwest).
- 4.5.2 In addition, conduct two focus groups each with business in the aforementioned provinces. Therefore, the service provider will undertake eight (8) consumer focus groups in four provinces and eight (8) focus groups with businesses in four provinces which is sixteen (16) in total.
- 4.5.3 Conduct eight (8) focus groups (4 with consumers and 4 with businesses) in the identified provinces in rural areas.
- 4.5.4 Conduct eight (8) focus groups (4 with consumers and 4 with businesses) in urban areas.
- 4.6. Conduct two in-depth interviews with Commission officials responsible for consumer and business education and two in-depth interviews with Commission officials responsible for enforcement.
- 4.7 Analyse data collected in accordance with a suitable approach. With respect to this, data collected from the consumer and business surveys need to be analysed using relevant statistical methods. In addition, for the data collected from focus groups and in-depth interviews suitable methods should be adopted.

4.8 Compile draft reports and integrate comments and produce a final report.

## **5. METHODOLOGY**

- 5.1 The service provider should propose a methodology aligned to the scope of work (Literature review, nationally representative consumer and business surveys, focus groups with consumer and businesses and in-depth interviews). Furthermore, the sampling strategy should be representative enabling generalization at province, district and relevant demographic variables.
- 5.2 The service provider should propose a suitable approach to determine baseline information because at this juncture this information is negligible. Therefore, the service provider should establish baseline information because it is crucial in determining impact.

## **6. DELIVERABLES**

- 6.1 An inception report covering how the service provider intends implementing the study, focusing on the scope of work. In addition, the inception report should provide a detailed project plan with deliverables and timeframes. The inception report will be presented at the first project meeting as determined by the Commission.
- 6.2 Literature review as unpacked in the scope of work,
- 6.3 Fieldwork report detailing all the different primary research undertaken (Focus groups, surveys and in-depth Interviews).
- 6.4 First draft report with recommendations on how the Commission can improve the effectiveness of its interventions to derive meaningful change should be presented to officials within the Commission responsible for research, education and enforcement interventions.
- 6.5 Second draft report will be presented to the Commission's Management Committee (MANCO) for further inputs.
- 6.6 Final draft report integrating comments from the first and the second drafts will be presented to the Commission's Executive Committee (EXCO). Inputs from EXCO should be incorporated and a final report inclusive of findings, conclusions and recommendations should be submitted in hard and soft copies using an appropriate channel containing the following:
  - 6.6.1 Final report including references and appendices,
  - 6.6.2 All transcripts and recordings from focus group discussions and key informant interviews,
  - 6.6.3 Database of raw data from surveys interviews (Excel); and
  - 6.6.4 Final presentation to EXCO

## **7. REPORTING REQUIREMENTS**

- 7.1 The Commission's obligations are:
  - 7.1.1 To appoint a project manager who will liaise on all matters related to the study with the service provider;
  - 7.1.2 To review, evaluate and approve the services provided by the service provider against the Service Level Agreement on an ongoing basis and prior to effecting payment;
  - 7.1.3 To supply all reasonable, relevant, available data and information required and requested by the Service Provider for the proper execution of the services under the contract; and
  - 7.1.4 To convene regular progress meetings with the service provider to provide guidance, support and determine progress and challenges that might arise during the course of the study.
- 7.2 The Service Provider's obligations are:

- 7.2.1 To report progress on work assigned by the Commission;
- 7.2.2 To attend meetings with the Commission whenever required to do so for the purposes of obtaining information or advice with regard to the work and assignment;
- 7.2.3 To exercise all reasonable skill, care and diligence in the execution of their work and to carry out their obligations in accordance with professional standards;
- 7.2.4 In all professional matters, to act as an independent advisor to the Commission, respecting the laws and customs of the country, provinces and municipalities in which any business relating to the project is conducted; and
- 7.2.5 To be responsible for their own travel and accommodation and other project costs, i.e. (Any printing of surveys)

## 8. EVALUATION CRITERIA

The Commission 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 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	i. Tax Compliance will be verified on the Central Supplier Database (CSD). ii. Supplier to be Tax-Compliant before an award is made and throughout the contract period. CSD Supplier numbers will be used to verify Tax Compliance.	NO
Bidder's Disclosure – SBD 4	Complete and sign the supplied pro forma document.	YES
Preference Point Claim Form – SBD 6.1	Complete and sign the supplied pro forma document. Preference points will be verified using the CSD, BBBEE Certificate and CIPC documents	NO
Registration on Central Supplier Database (CSD)	Complete and sign the supplied pro forma document. Preference points will be verified using the following documents;  BBBEE Certificate or Sworn Affidavits  CIPC documents  CSD  <b>Failure to provide the listed documents will lead to forfeiture of specific goals points.</b>	NO
Pricing Schedule – SBD 3	Submit full details of the pricing proposal in a separate envelope ONLY and not as part of the proposal. And ONLY physical pricing proposal should be submitted; NO electronic pricing proposal should be submitted.  <b>Non-compliance will lead to disqualification.</b>	YES

## 9. FUNCTIONAL EVALUATION

Bidders will be evaluated out of 100 points. A minimum score of 70 points is required to be considered for further evaluation.

### PHASE 2: TECHNICAL EVALUATION

**Table 3**

#	TECHNICAL EVALUATION CRITERION	WEIGHT
		100
<b>9.1</b>	Methodology (Desktop research approach, baseline information approach, sampling, data collection and analysis) proposed in line with meeting the scope of work.	30
	No methodology included in the proposal	0
	As a minimum, the proposal should include the sampling and baseline information approach as part of the research methodology	10
	The proposal includes sampling, baseline approach and data collection as part of the research methodology	20
	The proposal includes sampling, baseline approach, data collection and data analysis as part of the research methodology	25
	The proposal includes sampling, baseline approach, data collection, data analysis and desktop research as part of the research methodology	30
<b>9.2</b>	A project plan outlining activities, outputs, timeframe, milestones and allocation of team members responsible for completion of the project must be included as well. CVs and certified qualifications of team members not older than six months should be included.	30
	No project plan included in the proposal	0
	The project plan which includes only timeframes and activities	10
	The project plan which includes timeframes, activities and allocation of team members	20



#	TECHNICAL EVALUATION CRITERION	WEIGHT
	The project plan which includes timeframes, activities, allocation of team members and outputs.	25
	The project plan which includes timeframes, activities, allocation of team members, outputs and milestones.	30
<b>9.3</b>	Experience of proposed organisation/ service provider for similar work done/ conducting impact assessment. 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 contact details.	<b>20</b>
	No reference letters included in proposal.	0
	1 - 2 reference letters included in the proposal	5
	3 references letters included in the proposal	10
	4 reference letters included in the proposal	15
	5 or more reference letters included in the proposal	20
<b>9.4</b>	The Project Manager should have a Post graduate degree in Monitoring and Evaluation coupled with a minimum of six (6) years' experience project managing impact assessment studies. The CV needs to clearly indicate the relevant experience. Certified copies of the qualifications not older than 6 months need to be provided.	<b>20</b>
	No years of experience	0
	6 years of experience	5
	7-8 years of experience	10
	9-10 years of experience	15
	More than 10 years of experience	20

## 10. 80-20 PREFERENCE POINT EVALUATION CRITERIA

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)

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

Where

$P_s$  = 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

Specific Goal points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1)
- Certified B-BBEE Certificate or Sworn affidavit
- Certified CIPC documents
- CSD Report

## **11. GENERAL CONDITIONS OF THE CONTRACT**

### **11.1 Any award made to a bidder(s) under this bid is conditional upon**

The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which the Commission is prepared to enter into a contract with the successful Bidder(s).

## **12. COUNTER CONDITIONS**

- 12.1. 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.

## **13. SUPPLIER DUE DILIGENCE**

- 13.1. The Commission 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.

## **14. BY PARTICIPATING IN THIS BID, BIDDERS DECLARE THE FOLLOWING:**

### **14.1 That the bidder(s) 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 providing 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

- 14.2 Will 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.

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

15.1 The bidder should note that the terms of the submitted 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. 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.

## **16. INDEMNITY**

16.1 If a bidder breaches the conditions of this bid 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 the Commission from any and all such costs which the Commission may incur and for any damages or losses the Commission may suffer.

## **17. LIMITATION OF LIABILITY**

17.1 Bidders participate in this bid process entirely at their 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 as a result of the bidder's participation in this Bid process.

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

18.1 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.

## **19. CONFIDENTIALITY**

19.1 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.

19.2 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.

- 19.3 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. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.
- 19.4 The appointed Service Provider will need to comply with the provisions of section 19 to 21 of The Protection of Personal Information Act (POPIA). The appointed Service Provider shall be required to provide sufficient and acceptable evidence of measures to ensure compliance with Section 19 of POPIA. The successful service provider shall indemnify the Commission of liability from and arising from failure to comply with POPIA.

## **20. COMMUNICATION DETAILS**

- 20.1. A nominated official of the bidder(s) can make enquiries in writing, to the specified personnel, for technical enquiries Mr S Buckus via email [S.Buckus@thencc.org.za](mailto:S.Buckus@thencc.org.za) and/or 012 065 2047; for SCM enquiries Ms. M Moropene [M.Moropene@thencc.org.za](mailto:M.Moropene@thencc.org.za) and/or 012 065 1994. The delegated office of the Commission may communicate with bidder(s) where clarity is sought on the bid proposal.
- 20.2 Any communication to an official or a person acting in an advisory capacity for the Commission 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 Commission reserves the right not to answer questions which it considers to be inappropriate.
- 20.3 All communication between the bidder(s) and the Commission must be done in writing.
- 20.4 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 Commission (other than minor administrative matters), the bidder(s) must promptly notify the Commission in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the Commission an opportunity to consider what corrective action to take if necessary.
- 20.5 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the Commission 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.

## **21. SUBMISSION OF PROPOSALS**

- 21.1 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 Commission's tender box, at the following address:

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

- 21.2 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.

- 21.3 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;**
- 21.4 Each submission must be marked correctly and sealed separately for ease of reference during the evaluation process.
- 21.5 Bid documents shall only be considered when received by the Commission before the closing date and time which is **26 June 2026 at 14:00.**