REQUEST FOR BIDS

APPOINTMENT OF A SERVICE PROVIDER TO IMPLEMENT, OPERATE AND SUPPORT A MANAGED SECURITY OPERATIONS CENTRE (MSOC) FOR THE NATIONAL REGULATOR FOR COMPULSORY SPECIFICATIONS (NRCS) FOR A PERIOD OF 36 MONTHS

(NRCS 011-2026/2027)

CLOSING DATE AND TIME: 04 DECEMBER 2026 AT 11H00

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1 INVITATION

PART A
INVITATION TO BID

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL REGULATOR FOR COMPULSORY SPECIFICATIONS					
BID NUMBER:	**NRCS 011-2026/2027**	CLOSING DATE:	**04 DECEMBER 2026**	CLOSING TIME:	**11H00**
DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER TO IMPLEMENT, OPERATE AND SUPPORT A MANAGED SECURITY OPERATIONS CENTRE (MSOC) FOR THE NATIONAL REGULATOR FOR COMPULSORY SPECIFICATIONS (NRCS) FOR A PERIOD OF 36 MONTHS**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
NO. 1 DR LATEGAN ROAD					
SABS CAMPUS, GROENKLOOF					
PRETORIA, 0001					
NRCS TENDER BOX					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Glenda Mathane**	CONTACT PERSON	**Siyabonga Mfeka**
TELEPHONE NUMBER	**012 482 8765**	TELEPHONE NUMBER	**012 482 8712**
FACSIMILE NUMBER	**-**	FACSIMILE NUMBER	**-**
E-MAIL ADDRESS	**Glenda.mathane@nrcs.org.za**	E-MAIL ADDRESS	**Siyabonga.Mfeka@nrcs.org.za**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....
(Proof of authority must be submitted e.g. company resolution)

2 PRICING SCHEDULE

SBD 3.1

(PRICING SCHEDULE)

NOTE: **ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder……Bid number **NRCS 011-2026/2027**

Closing Time **11:00** Closing date: **04 DECEMBER 2026**

OFFER TO BE VALID FOR **180** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)

Bidders must complete all applicable pricing fields. Prices are in South African Rand (ZAR) and be inclusive of all applicable taxes.

Item	Description	Year 1	Year 2	Year 3	36-month total
1	Once-off maturity assessment and remediation roadmap				
2	Deployment, integration, testing and handover				
3	Managed SOC subscription (12 months per year)				
4	SIEM/SOAR/UEBA licences, hosting and ingestion (if not included in item 3)				
5	Training and quarterly attack simulations				
6	Other explicitly itemised and approved costs				
7	Licensing				
8	Escalation costs				
	Subtotal (VAT exclusive)				
	VAT				
	TOTAL BID PRICE (VAT inclusive)				R

Disclaimer:

- **The bidder must ensure that all pricing and amounts submitted are correct, it is not the responsibility of the NRCS to ensure the correctness of the amount submitted.**
- **Bidders who fail to submit their pricing proposals will be disqualified.**
- **The total bid amount will be utilised to evaluate price and preference in line with SBD6.1. Bidders that fail to provide clear bid price offers will not be eligible for price evaluation.**

- Required by: ……

- At: ……

- Is the proposed bid price linked to exchange rate? ……
  *YES/NO

- Is the price fixed? ……

- If not to specification, indicate deviation(s) ……

- Are the rates quoted firm for the full period of contract? *YES/NO

- If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
  ……
  ……
  ……

- Does the offer comply with the specification(s)? ……
  *YES/NO

- If not to specification, indicate deviation(s) ……

- Brand or model name ……

- Country of origin ……..

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Any enquiries regarding bidding procedures may be directed to the –

Ms. Glenda Mathane

E-mail: Glenda.Mathane@nrcs.org.za

Or for technical information –

Contact Person: Mr. Siyabonga Mfeka

E-mail address: Siyabonga.Mfeka@nrcs.org.za

DECLARATION OF INTEREST

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is listed in the Register for Tender Defaulters and/or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

2.3 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? YES/NO

2.3.1 If so, furnish particulars:

……
……

2.4 Does the bidder or any of its directors/trustees/shareholders members/partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise, whether or not they are bidding for this contract?
YES/NO

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

GENERAL DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium1 will not be construed as collusive bidding.
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

….....……	…….
Signature	Date
……..……	…….
Position	Name of bidder

1 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

SBD 6.1

3 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

4.1 GENERAL CONDITIONS

4.1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

4.1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 80/20 preference point system.

4.1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

4.1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS (B-BBEE Status Level of contributor)	
B-BBEE Level 1	20
B-BBEE Level 2	18
B-BBEE Level 3	14
B-BBEE Level 4	12
B-BBEE Level 5	8
B-BBEE Level 6	6
B-BBEE Level 7	4
B-BBEE Level 8	2
Non-compliant contributor	0
Total points for Price and SPECIFIC GOALS	**100**

4.1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

4.1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

4.2 DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

4.3 FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.3.1 POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

4.3.2 POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4.3.3 POINTS AWARDED FOR SPECIFIC GOALS

- In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for

specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

- In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Level 1	20	
Level 2	18	
Level 3	14	
Level 4	12	
Level 5	8	
Level 6	6	
Level 7	4	
Level 8	2	
Non-compliant contributor	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

- Name of company/firm……
- Company registration number: ……...
- TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium
☐ One-person business/sole propriety
☐ Close corporation
☐ Public Company
☐ Personal Liability Company
☐ (Pty) Limited
☐ Non-Profit Company
☐ State Owned Company
[TICK APPLICABLE BOX]

- I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

  i) The information furnished is true and correct;

  ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

  iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

  iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

  (a) disqualify the person from the tendering process;

  (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

  (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

  (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

  (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....
DATE: .....
ADDRESS: .....
.....
.....
.....

4 AUTHORITY FOR SIGNATORY

Signatories for close corporations and companies shall confirm their authority **by attaching to this form** a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

"By resolution of the board of directors passed on _____ 20_____

Dr/Mr/Mrs/Miss. _____ has been duly authorized to sign all

documents in connection with the Tender for Contract _____

No_____ and any Contract, which may arise there from on behalf of

_____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

AS WITNESSES: 1_____

2_____

5 REQUEST FOR BID

INVITATION FOR PROSPECTIVE BIDDERS

National Regulator for Compulsory Specifications (NRCS) hereby invites prospective bidders with proven record to tender for the bids as follows:

BID					
RFP No.	Service Description	Evaluation Criteria	Collection Dates for documents	Non-compulsory briefing session	Closing Date
NRCS 011-2026/2027	APPOINTMENT OF A SERVICE PROVIDER TO IMPLEMENT, OPERATE AND SUPPORT A MANAGED SECURITY OPERATIONS CENTRE (MSOC) FOR THE NATIONAL REGULATOR FOR COMPULSORY SPECIFICATIONS (NRCS) FOR A PERIOD OF 36 MONTHS	As stated in the bid document	NRCS Website and National Treasury e-Tender Portal	N/A	04 DECEMBER 2026 @ 11h00

Note: Bid documents could be downloaded on the NRCS website (www.nrcs.org.za) or/and the National Treasury e-portal website. Should a bidder opt to collect the documents from the NRCS, an amount of R 250.00 should be paid into the following account and proof of payment (receipt) to be produced:

Account Name: **National Regulator for Compulsory Specifications**

Bank: **ABSA**

Branch Name: **Brooklyn**

Branch Code: **335345**

Account No: **4072161682**

Account Type: **Current**

Sealed documents individually marked the above reference and description, must be placed in the Tender box situated at ground floor, SABS Campus by the closing date and time. All Suppliers are encouraged to make their submission before the closing date and time. Bids will be publicly opened at SABS Campus 1 Dr Lategan Road, Groenkloof, Pretoria. No tenders will be accepted after the closing time. No tender per facsimile, posted or e-mailed will be accepted.

All Suppliers are encouraged to make their submission before the closing date and time. Bids will be publicly opened at the addresses mentioned above. No tenders will be accepted after the closing time. No tender per facsimile, posted or e-mailed will be accepted.

Administrative enquiries can be directed to Ms. Glenda Mathane (Glenda.Mathane@nrcs.org.za)

Technical Enquiries: Mr. Siyabonga Mfeka (Siyabonga.Mfeka@nrcs.org.za)

NRCS is not obliged to appoint the cheapest tenderer and reserves the right not to accept any submission, to re-advertise and cancel bid or part thereof if it so wishes. Service providers will be adjudicated according to the Supply Chain Management Policy using the point system mentioned above, based on the Preferential Procurement Policy Framework Act, Act 5 of 2005, preferential procurement regulations 2022, Public Finance Management Act, Act 1 of 1999, as well as the Broad Based Black Economic Employment Act, Act 53 of 2003.

6 GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY
Republic of South Africa

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES
The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.1.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the
purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected. 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all ofthe goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

(iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)

NRCS SUPPLIER DECLARATION FORM

The Financial Director or Company Secretary

NRCS Vendor Management has received a request to load your company on to the NRCS vendor database. Please furnish us with the following to enable us to process this request:

1. Complete the "Supplier Declaration Form" **(SDF)** on page 2 of this letter
2. **Original** cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp)**
3. **Certified** copy of Identity document of Shareholders/Directors/Members (where applicable)
4. **Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
5. **Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal addresses
7. **Original** or **certified** copy of SARS Tax Clearance certificate and Vat registration certificate
8. A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (SANAS member).

NB: ▪ ***Failure to submit the above documentation will delay the vendor creation process***.
▪ *Where applicable, the respective NRCS business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the respective NRCS business unit etc.*

IMPORTANT NOTES:

a) **If your annual turnover is less than R5 million,** then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company AND/OR BBBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE score.

b) **If your annual turnover is between R5 million and R35million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).

c) **If your annual turnover is in excess of R35million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).

d) **To avoid PAYE tax being automatically deducted from any invoices received from you,** you must also contact the NRCS person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.

e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.

f) **Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the NRCS Official who is intending to procure your company's services/products in order that he/she should complete and Internal NRCS Departmental Questionnaire before referring the matter to the appropriate NRCS Vendor Master Office.**

Supplier Declaration Form

Company Trading Name						
Company Registered Name						
Company Registration Number Or ID Number If A Sole Proprietor						
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
VAT number (if registered)						
Company Telephone Number						
Company Fax Number						
Company E-Mail Address						
Company Website Address						

Bank Name		Bank Account Number	
Postal Address			
		Code	
Physical Address			
		Code	

Contact Person	
Designation	
Telephone	
Email	

Annual Turnover Range (Last Financial Year)	< R5 Million		R5-35 million		> R35 million	
Does Your Company Provide	Products		Services		Both	
Area Of Delivery	National		Provincial		Local	
Is Your Company A Public or Private Entity			Public		Private	
Does Your Company Have a Tax Directive Or IRP30 Certificate			Yes		No	
Main Product Or Service Supplied (E.G.: Stationery/Consulting)						

BEE Ownership Details					
% Black Ownership		% Black women ownership		% Disabled person/s ownership	
Does your company have a BEE certificate		Yes		No	
What is your broad-based BEE status (Level 1 to 9 / Unknown)					
How many personnel does the firm employ		Permanent		Part time	

NRCS Contact Person	
Contact number	
NRCS operating division	

Duly Authorised to Sign for And on Behalf of Firm / Organisation			
Name		Designation	
Signature		Date	

Stamp And Signature of Commissioner of Oath			
Name		Date	
Signature		Telephone No.	

NB: Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the NRCS Official who is intending to procure your company's services/products.

2. VENDOR TYPE OF BUSINESS

(Please tick as applicable) **(* - Minimum requirements)**

2.1	Indicate the business sector in which your company is involved/operating:

Agriculture		Mining and Quarrying		
Manufacturing		Construction		
Electricity, Gas and Water		Finance and Business Services		
Retail, Motor Trade and Repair Services		Wholesale Trade, Commercial Agents and Allied Services		
Catering, accommodation and Other Trade		Transport, Storage and Communications		
Community, Social and Personal Services		Other (Specify)		
Principal Business Activity *				
Types of Services Provided				
Since when has the firm been in business?				

2.2	What is your company's annual turnover (excluding VAT)? *								
<R20k	>R20k <R0.3m	>R0.3m <R1m	>R1m <R5m	>R6m <R10m	>R11m <R15m	>R16m <R25m	>R26m <R30m	>R31m <R34m	>R35m

2.3	Where are your operating/distribution centres situated *	

3. VENDOR OWNERSHIP DETAIL

(Please tick as applicable) **(* - Minimum requirements)**

3.1	Did the firm previously operate under another name? *		
YES		NO	

3.2	If yes state its previous name: *
Registered Name	
Trading Name	

3.3	Who were its previous owners / partners / directors? *

SURNAME & INITIALS	ID NUMBERS

3.4	List Details of current partners, proprietors and shareholders by name, identity number, citizenship, status and ownership as relevant: *

SURNAME & INITIALS	IDENTITY NUMBER	CITI-ZENSHIP	HDI	DIS - ABLED	GENDER	DATE OF OWNERSHIP	% OWNED	% VOTING

3.5	List details of current directors, officers, chairman, secretary etc. of the firm: *

SURNAME & INITIALS	IDENTITY NUMBER	TITLE	DIS – ABLED	GENDER	% OF TIME DEVOTED TO THE FIRM	CONTACT NUMBER

3.6	List details of firms' personnel who have an ownership interest in another firm: *

SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

4. VENDOR DETAIL

(Please tick as applicable) **(* - Minimum requirements)**

4.1	How many personnel does the firm employ? *

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

4.1.1	In terms of above kindly provide numbers on women and disabled personnel. *

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

4.2	Provide Details of Contact Person/s Responsible for Broad Based Black Economic Empowerment (BBBEE) in the Company *

SURNAME	INITIALS	DESIGNATION	TELEPHONE NO.

4.2.1	Is your company a value adding supplier (i.e. registered as a vendor under the VAT Act of 1991, where NPAT + total labour cost > 25% of total revenue)?

YES		NO	

4.2.2	Is your company a recipient of Enterprise Development Contributions? *		
YES		NO	

4.2.3	May the above-mentioned information be shared and included in NRCS Supplier Database for future reference? *		
YES		NO	

4.2.4	If you are successful in the tender/contract (where applicable) and this is awarded to your company / organisation, will this have a positive impact on your employment plans? *		
YES		NO	

4.2.5	If yes (above) kindly provide the following information:

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

4.2.6	In terms of above kindly provide numbers on woman and disabled personnel:

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

4.2.7	Are any of your members/shareholders/director's ex-employees of NRCS?		
YES		NO	

4.2.8	Are any of your family members employees of NRCS?		
YES		NO	

4.2.9	If yes to points 4.2.7 & 4.2.8, list details of employees/ex-employees

SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

DECLARATION

I, the undersigned hereby declare, in my capacity as _____

and duly authorised thereto, that the information furnished is true and correct and I hereby indemnify the South African NRCS from any loss and/or damages howsoever caused that I or any other party may suffer as a result of the said information being incorrect.

DULY AUTHORISED TO SIGN FOR AND ON BEHALF OF ENTERPRISE/ORGANISATION:

Name:	Signature:	Date:	Telephone
Address:			

ANNEXURE A
TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER TO IMPLEMENT, OPERATE AND SUPPORT A MANAGED SECURITY OPERATIONS CENTRE (MSOC) FOR THE NATIONAL REGULATOR FOR COMPULSORY SPECIFICATIONS (NRCS) FOR A PERIOD OF 36 MONTHS

CLOSING DATE: 04 DECEMBER 2026 @ 11:00

1. BACKGROUND

The National Regulator for Compulsory Specifications (NRCS) was established under the National Regulator for Compulsory Specifications Act, 2008 (Act 5 of 2008), and is a Schedule 3A public entity under the Public Finance Management Act. NRCS operates from Pretoria Head Office and regional offices in Cape Town, Durban, Gqeberha (Port Elizabeth) and Bloemfontein.

NRCS relies on network, server, endpoint, identity, email, cloud and internet connectivity services to fulfil its mandate. Its ICT environment includes Microsoft 365 security services, endpoint protection, Fortinet firewalls, SD-WAN connectivity, wireless and wired networking, and network access controls. The appointed provider shall validate the actual inventory, licensing, connectivity and log availability during discovery; references to these platforms do not constitute a guarantee of specific integration rights or licences.

NRCS requires an independent, specialist managed Security Operations Centre (SOC) capability to supplement its internal ICT resources, improve detection and response, establish consolidated security visibility and provide evidence-based reporting for management, risk and audit oversight.

2. INTRODUCTION AND OBJECTIVES

The purpose of this procurement is to appoint a suitably qualified and experienced service provider to design, onboard, operate, maintain and continuously improve a 24-hour, seven-day-a-week Managed Security Operations Centre service for 36 months.

- Detect and respond promptly to cyber threats and security incidents across all NRCS offices and approved cloud services.
- Centralise and correlate security telemetry using Security Information and Event Management (SIEM), with appropriate Security Orchestration, Automation and Response (SOAR) and User and Entity Behaviour Analytics (UEBA) capabilities.

- Improve incident response readiness, vulnerability prioritisation and threat intelligence.
- Protect sensitive and personal information and support compliance with POPIA, applicable government requirements and NRCS policies.
- Provide NRCS ICT with live visibility, monthly management reports, audit-ready evidence and structured skills transfer.

3. SCOPE OF WORK

3.1 Discovery, assessment and design

- Conduct a baseline cybersecurity maturity, tooling and logging assessment; identify gaps and produce a prioritised remediation roadmap.
- Agree an asset and log-source register, data flow, ingestion volumes, use cases, integration prerequisites and a responsibility matrix with NRCS.
- Submit solution architecture, data residency/processing details, retention design, access model, implementation plan and test/acceptance plan.

3.2 Managed SOC operations 24/7

- Provide continuous event ingestion, correlation, threat detection, alert triage, threat hunting, incident investigation, escalation and documented response recommendations.
- Supply and operate SIEM, SOAR and UEBA capabilities, whether as integrated products or equivalent functions; include required licences, hosting, management and support in the price.
- Maintain incident classification, severity-based prioritisation, escalation matrix, runbooks, playbooks, case records, evidence preservation and forensic support.
- Implement response actions only within NRCS-approved authorisation boundaries; emergency containment procedures must be documented and approved.
- Provide a secure NRCS-accessible portal or dashboard with near-real-time alert and incident status and role-based access.
- Access to lock USB Ports on LAPTOPS/DESKTOPS and or when needed.

3.3 Monitoring and integration coverage

Log/source category	Minimum expected scope (subject to discovery)
Identity and access	Active Directory / Entra ID, authentication, privileged access, VPN and access control events
Endpoints and servers	Microsoft Defender and other supported EDR/AV, operating system, server and virtualisation security events
Network and perimeter	Fortinet firewall, SD-WAN, routers, switches, wireless/NAC, DNS and internet security events

Email and collaboration	Microsoft 365, Exchange Online, email protection and relevant security/compliance alerts
Applications and data	Business-critical applications, databases, cloud workloads and sensitive-data events where supported.
Vulnerability and asset data	Available vulnerability scans, configuration, asset inventory and patch exposure data

The bidder shall provide an integration matrix identifying supported connectors, APIs, collection methods, prerequisites, limitations, licensing assumptions and any additional charges. Onboarding of additional approved sources shall be governed by the agreed change-control and pricing schedule.

3.4 Vulnerability, threat intelligence and incident response

- Provide ongoing vulnerability identification, validation, prioritisation, tracking and remediation advice; distinguish vulnerability management from separately commissioned penetration testing.
- Deliver relevant threat intelligence, indicators of compromise, threat-hunting findings and actionable countermeasures.
- Develop an NRCS incident response plan, severity matrix, communications tree and playbooks for phishing, ransomware, compromised accounts, malware, data leakage and service disruption.
- Provide remote forensic triage and evidence handling; quote separately for exceptional specialist forensic services only if expressly excluded and approved in advance.
- Support incident exercises and quarterly online attack simulations with documented lessons learned.

3.5 Governance, reporting and skills transfer

- Provide daily operational visibility, weekly incident summaries, monthly KPI/SLA and vulnerability reports, quarterly security posture reviews and an annual service-improvement plan.
- Supply audit-ready dashboards and exportable evidence, including Excel/CSV, incident registers, detection trends, false-positive trends and remediation tracking.
- Support POPIA-aligned processing, confidentiality, retention, lawful access, secure deletion and breach-response processes; comply with NRCS-approved security and information governance policies.

- Deliver documented training and skills transfer to up to four nominated NRCS ICT staff per year, including operational workshops, use-case tuning and incident tabletop exercises.

4. SERVICE LEVELS AND SUPPORT

Severity	Indicative acknowledgement	Indicative escalation / engagement
P1 – Critical	15 minutes, 24/7	Immediate telephone /email escalation; continuous engagement until stabilized.
P2 – High	30 minutes, 24/7	Telephone/email escalation within 30 minutes
P3 – Medium	4 hours	Ticket and email notification; business-hours coordination
P4 – Low	1 business day	Logged and included in routine reporting

The bidder must submit a full SLA covering availability, monitoring continuity, escalation, response and resolution responsibilities, ticket management, communications, planned maintenance, service credits (if applicable), on-site dispatch and reporting. Acknowledgement and response targets must not be misrepresented as guaranteed incident resolution times.

5. IMPLEMENTATION PLAN AND ACCEPTANCE

Phase	Indicative deliverable	NRCS acceptance evidence
1. Initiation and discovery	Kick-off, inventory, baseline maturity assessment, risk register	Approved discovery report and implementation plan
2. Design and integration	Architecture, connector matrix, data protection design, onboarding	Approved design and integration test records
3. SOC activation	SIEM/SOAR/UEBA configuration, use cases, dashboards, escalation and playbooks	Successful end-to-end alert simulation and UAT sign-off
4. Handover and steady state	Training, operating procedures, baseline reports, service commencement	Signed handover and operational acceptance
5. Continuous service	24/7 monitoring, monthly reporting, quarterly reviews and exercises	Monthly approved SLA/KPI reports

The bidder must provide a project manager, detailed project schedule, responsibilities, risks, dependencies, test cases, means of compliance and formal sign-off criteria. Implementation must minimise disruption to NRCS business operations. Proposed milestone dates shall be agreed at contract commencement.

6. CONTRACT DURATION

The appointment shall be for thirty-six (36) months from the agreed service commencement date, subject to contract performance and applicable procurement conditions. Once-off assessment and onboarding shall be completed within an agreed implementation period; the 24/7 managed service shall continue for the contracted term.

7. MANDATORY REQUIREMENTS (FAILURE TO MEET ANY OF THESE MANDATORY REQUIREMENTS WILL LEAD TO DISQUALIFICATION) – STAGE 1 EVALUATION CRITERIA:

Failure to comply with any of the listed requirements below will lead to disqualification.

No	Mandatory requirement	Evidence required from bidder
1	Bidder is authorised/accredited to supply and support the proposed SIEM and other licensed SOC tools, where OEM authorisation applies.	Current OEM authorisation / partner letter or equivalent verifiable proof
2	Bidder submits a delivery methodology covering discovery, deployment, transition, 24/7 operations and handover.	Signed methodology and implementation plan
3	Bidder commits to a staffed 24/7 managed monitoring and escalation capability for the full term.	Signed commitment and SOC operating model
4	Bidder submits an information security and POPIA-aligned data handling approach.	Data protection, access control, residency and retention statement
5	Bidder submits a complete technical compliance matrix and a 36-month with escalation costs schedule.	Completed schedules and signed declaration

8. FUNCTIONALITY EVALUATION CRITERIA - STAGE 2 EVALUATION CRITERIA:

NOTE: For the purpose of comparison and in order to ensure a meaningful evaluation, bidders must submit detailed information in substantiation of compliance to the evaluation criteria mentioned above.

Criterion	Evidence and scoring guidance	Weight
Bidders Experience and Track Record (attach valid reference letters): Reference Letters must be signed, on client's letterhead, dated and with contactable details (Appointment letters and purchase orders will not be accepted)	5- Letters = 5 Points 4 Letters = 4 Points 3 Letter = 3 Points 2 Letters = 2 Points 1 letter = 1 Points None submission = 0.	10
Project Manager's Competency**: (**attach CV and qualifications of the Project Manager who is experienced in managing and implementation of MSOC projects).	Project Manager with relevant qualifications, CVs provided, and each with more than 7 years' experience managing similar projects. = 5 points Project Manager with relevant qualifications, CVs provided, and each with 6-7 years' experience managing similar projects. = 4 points	20

	Project Manager with relevant qualifications, CVs provided, and each with 4-5 years' experience managing similar projects. = 3 points Project Manager with relevant qualifications, CVs provided, and each with 2-3 years' experience managing similar projects. = 2 points Project Manager with relevant qualifications, CVs provided, and each with less than 2 years' experience managing similar projects. = 1 Point	

Key personnel capability (Provide CVs with Valid Security certificates) and details of Team structure containing the following: • MSOC lead • Report analysts • Incident response personnel/ consultant & • SIEM engineering Consultant	Team structure, Valid Security certificates and CVs ,MSOC lead Experience, Report analysts, incident response personnel/ consultant & SIEM engineering Consultant 7 plus years = 5 Points Team structure, Valid Security certificates and CVs ,MSOC lead Experience, Report analysts, incident response personnel/ consultant & SIEM engineering Consultant 6 years =4 points	30

	Team structure, Valid Security certificates and CVs ,MSOC lead Experience, Report analysts, incident response personnel/ consultant & SIEM engineering Consultant 5 years =3 points Team structure, Valid Security certificates and CVs ,MSOC lead Experience, Report analysts, incident response personnel/ consultant & SIEM engineering Consultant 4 Years = 2 points Team structure, Valid Security certificates and CVs ,MSOC lead Experience, Report analysts, incident response personnel/ consultant & SIEM engineering Consultant 3 Years and below =1 point	
Technical solution, integrations, Implementation and transition	SIEM/SOAR/UEBA, 24/7 monitoring, source coverage, detection, response, data governance, dashboards and integration matrix.	40

	Comprehensive=5Points Detailed plus more = 4 Points Adequate = 3 Points Limited =2 points Inadequate = 1. Non-submission =0	
TOTAL		100
Minimum qualifying threshold	70	

Bidders that qualify in terms of the functionality cut-off points (minimum threshold) of 70 points will be invited to demonstrate a working platform, alert ingestion, correlation, case triage, playbook execution, incident escalation, NRCS dashboard, reporting and vulnerability workflow.

Bidders that fail to meet the minimum threshold of 70 functionality points will be disqualified.

STAGE 3 DEMONSTRATION CRITERIA - STAGE 3 EVALUATION CRITERIA:

Bidders must demonstrate a working platform, alert ingestion, correlation, case triage, playbook execution, incident escalation, NRCS dashboard, reporting and vulnerability workflow. Bidders will be given 60 minutes to demonstrate and additional 30 minutes for questions by the evaluation committee.

No.	Demonstration area	What the bidder must demonstrate	Points
1	SOC Dashboard and 24/7 Monitoring	Live security dashboard displaying monitored assets, security alerts, incidents, severity levels and SOC analyst activities.	10
2	SIEM Capabilities	Collection, normalisation and correlation of security logs from multiple sources, including Microsoft Defender, Fortinet and Windows servers.	15
3	SOAR Automation	Automated security playbook execution, incident ticket creation, escalation and approval-controlled containment.	15
4	UEBA Capabilities	Detection of suspicious user behaviour, unusual login patterns, privileged account misuse and abnormal access activity.	10
5	Microsoft 365 and Defender Integration	Monitoring of Microsoft 365, Entra ID, Exchange Online and Defender security events.	10

6	Incident Detection and Response	Simulated ransomware, phishing or compromised-account incident showing detection, investigation, escalation and recommended response.	10
7	Vulnerability Management	Identification, severity classification, prioritisation and remediation tracking of vulnerabilities across endpoints and servers.	10
8	Threat Intelligence and Hunting	Identification of malicious indicators of compromise, threat correlation and proactive threat hunting.	05
9	Reporting and Audit Evidence	Generation of incident reports, monthly SLA/KPI dashboards, vulnerability reports and exportable audit evidence.	05
10	Service Levels and Escalation	Demonstration of P1–P4 incident classification, escalation workflow, notification channels and SLA tracking.	05
11	Access Control and Data Protection	Role-based access, audit logging, data retention controls and POPIA-aligned security measures.	05
	Total		**100**
	Minimum qualifying threshold		70

Bidders that qualify in terms of the stage 3 demonstration cut-off points (minimum threshold) of 70 points will be evaluated in terms of price and preference point system (Price and Specific Goals) as per the PPPFA Act and its associated Regulations issued by the National Treasury. See SBD 6.1.

Bidders that fail to meet the minimum threshold of 70 demonstration points will be disqualified.

This Bid will be evaluated on the basis of the PPPFA 80/20 preference point system as presented in the Preferential Procurement Regulations 2022, for this purpose SBD 6.1 form should be scrutinized, completed and submitted together with.

Bidders are requested to submit original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiation B-BBEE rating or Sworn Affidavit for tenderers who qualify as EMEs/QSEs.

9. DURATION

The minimum duration required for this project is 3 years.

SUPPORT HOURS

24/7 managed SOC Operations.

10. ESCALATION

Escalation is designed to resolve critical impact service situations classified as having the highest degree of "urgency" as viewed by the customer.

11. SUPPORT CONTACT

Any support call must be able to be logged in 2 ways:

- Email
- Telephonic during working hours 24/7

12.SPECIAL CONDITION OF TENDER

12.1 The prospective service providers must submit an all-inclusive price and detailed cost breakdown schedule (the price must be VAT inclusive) as provided for in the SBD 3.1 Form.

12.2 The NRCS reserves the right to negotiate pricing with all the preferred bidders in line with market related prices.

12.3 Travelling costs and time spent or incurred between home and office of the consultant including their staff shall not be for the account of the NRCS.

12.4 Travelling costs and time spent or incurred between the service provider offices and the NRCS offices shall not be for the account of the NRCS.

12.5 Supporting documents for all disbursement incurred must be submitted to the NRCS together with the invoices.

12.6 Payments will be strictly based on approved deliverables and time as per the service level agreement.

12.7 The NRCS reserves the right not to award the bid to the lowest bidder.

12.8 The service provider must not bill the NRCS for any unproductive or duplicated time spent on any assignment, for any reason, including as a result of staff changes.

12.9 The NRCS shall be entitled to copy, reproduce and/or distribute submissions of all copies sent to the NRCS by the respondent in response to and/or in connection with this bid, among its employees to be used for further development of the NRCS project.

12.10 All intellectual property rights emanating from this project will vest with the NRCS either electronically or hard copy or any other.

12.11 Bids submitted will not be revealed to any other bidders without the other bidder's consent.

12.12 All information pertaining to the NRCS obtained by the bidder as a result of participation in this bid is confidential and must not be disclosed without written authorisation from the NRCS.

12.13 The General Conditions of Contract (GCC) must be signed or initial on each page by the bidder as included in the bid document.

12.14 The NRCS will not award the bid to any preferred bidder who has not registered on the Central Database Supplier (CSD) as required by the National Treasury Prescript, until they are registered on the CSD.

12.15 The NRCS reserves the right not to accept any bids, which does not comply with the specifications, and conditions set out in the bid documents.

12.16 No production remote access or security containment action may be undertaken without the appropriate NRCS approval and controls.

12.17 NRCS retains ownership and lawful control of its security data, logs, reports and incident records, subject to applicable law and third-party rights.

12.18 The service provider shall preserve confidentiality, apply least privilege and promptly report suspected unauthorised access or data compromise.

12.19 Payments shall be linked to approved deliverables and verified service performance, subject to the signed contract.

12.20 Travel, subsistence and on-site support charging rules shall be explicitly agreed; bidder pricing must state whether these costs are included.

12.21 The bidder shall identify subcontractors, hosting locations, data transfers, dependencies and material conflicts of interest.

12.22 In cases where a bidder will be sub-contracting, proof of documentation for the subcontractor should be submitted as well i.e. BBBEE, company registration documents, partnership agreement, Joint Venture agreement etc.

12.23 The NRCS reserves the right to further confirm reference letters or similar project experience of the preferred bidder to be appointed.

12.24 The prospective bidder must be registered on Central Supplier Database (CSD) prior to submitting bids as per the information below which will not lead to a disqualification except for the tax matters:

i. Business registration, including details of directorship and membership;
ii. Tax compliance status

13 PROCUREMENT POLICIES AND PROCEDURE

13.1 The general conditions of tender, contract and order will be applicable to this tender.

13.2 The NRCS reserves the right to award the bid in full or part.

14. SUBMISSION OF USB FLASH DRIVE

The above must contain ***an electronic version and a true copy of the technical proposals***.

15. PACKING OF BID DOCUMENTS

Description: **APPOINTMENT OF A SERVICE PROVIDER TO IMPLEMENT, OPERATE AND SUPPORT A MANAGED SECURITY OPERATIONS CENTRE (MSOC) FOR THE NATIONAL REGULATOR FOR COMPULSORY SPECIFICATIONS (NRCS) FOR A PERIOD OF 36 MONTHS**

Bid No. **NRCS 011-2026/2027**
Bid closing date and time: **04 DECEMBER 2026 at 11H00 (Late Submission bids will not be accepted)**

NB: The bid proposal envelope shall contain one original hard copy document, clearly marked "original", and three (3) hard copies, clearly marked "Copy" (i.e. three documents to be included in each envelope), as well a soft copy on the memory stick be submitted. Bidders can courier the bid proposal, the onus is on the bidder to ensure that their bid proposal is received by the due date and time by the NRCS.

The bids are to be delivered at the following address: **SABS Campus 1 Dr Lategan Road, Groenkloof, Pretoria NRCS tender box.**

Sealed documents individually marked the above reference and description, must be placed in the Tender box marked NRCS situated at ground floor, SABS Campus by the closing date and time. All Suppliers are encouraged to make their submission before the closing date and time. Bids will be publicly opened at the SABS Campus 1 Dr Lategan Road, Groenkloof, Pretoria.

No tenders will be accepted after the closing time. No tender per facsimile, posted or e-mailed will be accepted.

Bidders can courier the bid proposal, the onus is on the bidder to ensure that their bid proposal is received by the due date and time by the NRCS.

16. BRIEFING SESSION

There will be no briefing session for this bid, bidders are encouraged to enquire or seek clarity to any aspect of the bid no later than 72 hours before closing date using siyabonga.mfeka@nrcs.org.za / glenda.mathane@nrcs.org.za .

17. BID DOCUMENT CHECKLIST

A completed and signed bid document must be submitted in a file. The bid/tender documentation must be placed into a file with dividers between every schedule.