



REQUEST FOR BIDS

APPOINTMENT OF A SERVICE PROVIDER TO RENDER COMMUNICATION AND MARKETING SERVICES FOR THE NATIONAL REGULATOR FOR COMPULSORY SPECIFICATIONS FOR A PERIOD OF THIRTY-SIX (36) MONTHS ON AN AD-HOC BASIS - (NRCS 009-2025/2026)

CLOSING DATE AND TIME: 03 NOVEMBER 2026 AT 11H00

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1 INVITATION TO BID**PART 1
INVITATION TO BID****SBD 1**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL REGULATOR FOR COMPULSORY SPECIFICATIONS (NRCS)					
BID NUMBER:	NRCS 009-2025/2026	CLOSING DATE:	03 NOVEMBER 2026	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER COMMUNICATION AND MARKETING SERVICES FOR THE NATIONAL REGULATOR FOR COMPULSORY SPECIFICATIONS (NRCS) FOR A PERIOD OF THIRTY-SIX (36) MONTHS ON AN AD-HOC BASIS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED

SABS PREMISE, NRCS TENDER BOX				
1 DR LATEGAN ROAD				
GROENKLOOF, PRETORIA				
0001				
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				
	TCS PIN:		OR	CSD No:

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?				
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
	☐	A REGISTERED AUDITOR		
		NAME:		
[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 PART B:3 BELOW]
SIGNATURE OF BIDDER			DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)				
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	NRCS		CONTACT PERSON	Miriam Moswaane
CONTACT PERSON	Thobela Mqikela		TELEPHONE NUMBER	012-482-8826
TELEPHONE NUMBER	012-482-8831		FACSIMILE NUMBER	-

FACSIMILE NUMBER	-	E-MAIL ADDRESS	Miriam.moswaane@nrcs.org.za
E-MAIL ADDRESS	thobela.mqikela@nrcs.org.za		

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 ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-

FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐
YES ☐ NO

3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
☐ YES ☐ NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?
☐ YES ☐ NO

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

2 PRICING SCHEDULE

SBD 3.1

PRICING SCHEDULE **(Professional Services)**

NAME OF BIDDER:	BID NO.: NRCS 009-2025/2026
CLOSING TIME 11:00	CLOSING DATE: 03 NOVEMBER 2026

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

NB: BIDDERS TO PROVIDE FURTHER COST BREAKDOWN WHERE NECESSARY UNDER EACH LINE ITEM, AND SUB-TOTAL AND THE OVERALL RFB PRICE (TOTAL) SHOULD BE INCLUDED.

2.1 The total amount inclusive of VAT will be utilized for price and preference point scoring as per the attached SBD6.1

- **Recurring Annual Deliverables (priced per year; multiplied × 3 in the Pricing Summary for the full term) –**

PART A RATE CARD:

Deliverable (exact specification, matching ToR clause)	Unit of Measure	Indicative Volume (scoring basket only - not a guaranteed order)	Annual (scoring)	Rate per Unit (VAT incl.)
Annual Communication Strategy - one comprehensive 12-month document covering situation analysis, objectives, audience segmentation, channel & content plan, budget indication and KPIs (approx. 15-25 pages) (ToR 10.5.1)	Per completed document	1		R
Campaign-Specific Strategy - one strategy document per major campaign covering objectives, key messages,	Per campaign strategy	3		R

Deliverable (exact specification, matching ToR clause)	Unit of Measure	Indicative Volume basket only - not a guaranteed order)	Annual (scoring Rate per Unit (VAT incl.)
channel mix, timeline and budget (approx. 8-12 pages) (ToR 10.5.1)			
Crisis Communication Plan - Annual Review & Update - light review and update of the existing plan (item O.1); not a full rebuild (ToR 10.5.1)	Per annual review	1	R
Brand Guideline Refresh (optional) - a lighter update to the existing toolkit (item O.2) if a mid-term refresh is instructed; not priced or scored as a full rebuild (ToR 10.5.2)	Per refresh, if instructed	1	R
Media Monitoring - daily monitoring of up to 20 agreed keywords/topics across print, broadcast and online sources relevant to the NRCS mandate, delivered as a monthly summary report with a mention/cutting log (ToR 10.5.3)	Per month	12	R
Media Training - one half-day session (up to 20 participants) covering interview technique and message discipline, incl. mock interview and written feedback (ToR 10.5.3)	Per session	2	R
Monthly Social Media Content Bundle - 10 posts TOTAL per month across up to 3 platforms (Facebook, Instagram, LinkedIn), each with caption and static graphic; excludes paid boosting/media spend (ToR 10.5.4)	Per month	12	R
Short-Form Animated Video - up to 30 seconds, for social/digital use (ToR 10.5.4)	Per video	6	R

Deliverable (exact specification, matching ToR clause)	Unit of Measure	Indicative Volume basket only - not a guaranteed order)	Annual (scoring Rate per Unit (VAT incl.)
Static Infographic - single-panel, print or digital ready (ToR 10.5.4)	Per infographic	6	R
Educational Campaign Toolkit - one toolkit per audience group, comprising up to 3 items (e.g. poster, brochure, social media asset set); printing costs separately under items 7.1/7.2 (ToR 10.5.5)	Per toolkit	4	R
Per-Event Communication Support Package - fixed bundle for one stakeholder event, comprising exactly: one media invite/alert, half-day event photography, up to 5 social media posts covering the event, and one post-event summary report. Excludes venue branding (priced under 7.4) and press statements (priced under 1.4) (ToR 10.5.5)	Per event	3	R
Short Explainer/Testimonial Video (1-3 minutes) - incl. script, one shoot day, edit, up to 2 revision rounds, delivered as MP4 with captions file (ToR 10.5.6)	Per video	3	R
Long-Form Video (3-5 minutes) - same scope as 6.1 with extended production/edit time (ToR 10.5.6)	Per video	1	R
Information Booklet - 15,000 copies, A4, 12pp, 250gsm cover / 120gsm inner, saddle-stitched (ToR 10.5.7)	Per print run of 15,000	1	R
Flyer/Leaflet - 10,000 copies, A5, double-sided, 170gsm gloss (ToR 10.5.7)	Per print run of 10,000	1	R
Campaign Advert Concept & Adaptation Set - 3 initial creative concepts, each adapted to: 1 print ad, Facebook,	Per concept set (3 concepts, all adaptations)	3	R

Deliverable (exact specification, matching ToR clause)	Unit of Measure	Indicative Volume basket only - not a guaranteed order)	Annual (scoring Rate per Unit (VAT incl.)
Instagram, LinkedIn, X and Google Display (static + one animated version per concept); delivered in AI, PSD, PNG, JPG, MP4, GIF (ToR 10.5.7)			
Event/Exhibition Branding Set - one set per event comprising exactly: 5 backdrops (3m x 2m), 5 roll-up banners (850 x 2000mm), 5 directional/floor signage items, 5 booth panels/table wraps, 5 digital screen graphics (LED/TV). NRCS TO CONFIRM: this is priced as a fresh set per event; if backdrops/banners are durable enough to be reused undamaged across multiple events in the same year, confirm and reprice as a once-off durable set plus a smaller per-event refresh/repair allowance instead (ToR 10.5.7)	Per event branding set	3	R
Merchandise Design - artwork/mockup for one branded item type in one colourway (e.g. t-shirt, tote bag, notebook, mug, pen, lanyard); each additional colourway or size variant of the same item is priced as a separate unit; production/printing costed separately as a disbursement (ToR 10.5.7)	Per item type/colourway designed	5	R
Billboard Creative Design - 48-Sheet - one design fee per unique creative concept, regardless of the number of physical sites that creative is deployed to; a new/different creative for the same size is a separate unit (ToR 10.5.8)	Per unique design	1	R
Billboard Creative Design - 32-Sheet - same basis as above (ToR 10.5.8)	Per unique design	1	R

Deliverable (exact specification, matching ToR clause)	Unit of Measure	Indicative Volume basket only - not a guaranteed order)	Annual (scoring Rate per Unit (VAT incl.)
Billboard Creative Design - 16-Sheet - same basis as above (ToR 10.5.8)	Per unique design	1	R
Billboard Creative Design - 8-Sheet - same basis as above (ToR 10.5.8)	Per unique design	1	R
Billboard Production (print/vinyl face) & Installation - 48-Sheet - printing the approved creative onto the billboard face and mounting it on the booked structure, incl. removal at end of flighting period. Priced per physical site placement, not per design - the same creative displayed on 3 boards at once is 3 units, not 1 (ToR 10.5.8)	Per site installed	3	R
Billboard Production & Installation - 32-Sheet - same basis as above (ToR 10.5.8)	Per site installed	3	R
Billboard Production & Installation - 16-Sheet - same basis as above (ToR 10.5.8)	Per site installed	3	R
Billboard Production & Installation - 8-Sheet - same basis as above (ToR 10.5.8)	Per site installed	3	R
Monthly Campaign Performance Report - one report, approx. 3-5 pages, comprising: an executive summary; the media monitoring data already produced under item 3.1 (reformatted/summarized, not re-monitored - no separate monitoring fee applies here); social media analytics already generated under items 4.1-4.3; any ad hoc stakeholder feedback received that month (e.g. via events or query logs - not a commissioned survey); and progress against the	Per report	12	R

Deliverable (exact specification, matching ToR clause)	Unit of Measure	Indicative Volume basket only - not a guaranteed order)	Annual (scoring Rate per Unit (VAT incl.)
specific, numbered targets set in ToR clause 10.3 (Objectives). Delivered as a single PDF (ToR 10.5.9)			
Annual M&E Summary Report - one report, approx. 10-15 pages, consolidating the twelve-monthly reports (item 9.1) into a year-end assessment against the ToR 10.3 objectives, with a written recommendation for the following year's strategy. Based on existing desk data (the monthly reports, media monitoring, social analytics); does NOT include commissioning a new stakeholder survey - any primary research NRCS requires is instructed and priced separately via the Task Order mechanism (clause 10.6), using the applicable Part A rate card. Delivered as a single PDF plus a short PowerPoint summary for internal presentation	Per report	1	R
Translation Services - professional translation into one specified official SA language other than English; each additional target language is priced and invoiced separately)	Per 1,000 words per language	10	R
Event/Corporate Photography - professional coverage, up to 4 hours, edited high-res images delivered digitally	Per half-day	6	R
Newsletter/EDM Design - design and layout of one electronic newsletter edition, up to 10 pages (print-ready) or the equivalent single-scroll HTML email; longer editions priced pro-rata per additional page	Per edition (up to 4 pages)	6	R

Deliverable (exact specification, matching ToR clause)	Unit of Measure	Indicative Volume basket only - not a guaranteed order)	Annual (scoring - not a guaranteed order)	Rate per Unit (VAT incl.)
GRAND TOTAL — year 1 Rates (inclusive of all applicable taxes)				R
GRAND TOTAL — year 2 Rates (inclusive of all applicable taxes) (escalated at 6% of year 1 Rates)				R
GRAND TOTAL — year 3 Rates (inclusive of all applicable taxes) (escalated at 6% of year 2 Rates)				R
GRAND TOTAL — 3-year bid price (inclusive of all applicable taxes) This amount will be used for SBD 6.1 price and preference scoring. Take note of the objective criteria stated for this bid (2.3 below). The bid will be awarded based on Rates. Quantities stated are estimated for illustrative purposes. Actual quantities will be based on NRCS need and budget throughout the term of contract.				R

2.2. Disbursement / Pass-Through Cost Schedule (PART B)

Bidders must disclose a single markup percentage applied to gross third-party costs.

Third-Party / Pass-Through Cost Category	Basis	Markup % on Cost (VAT incl.)
Billboard / outdoor site rental (48, 32, 16 and 8 sheet)	% negotiation/management fee on the gross monthly site rental charged by the media owner. This fee is the service provider's charge for sourcing available sites, negotiating	

Third-Party / Pass-Through Cost Category	Basis	Markup % on Cost (VAT incl.)
	rate and position, contracting with the media owner, and monitoring the board for the duration it is booked (condition, illumination, correct creative displayed). The gross rental itself is a pass-through, invoiced with proof of cost from the media owner, and is charged for every month or flighting period the site remains booked - not as a single once-off fee.	
Broadcast (radio/TV) media buying, if applicable	% of gross airtime cost, invoiced with proof of cost.	
Print production (third-party printers, beyond items 7.1/7.2)	% of gross production cost, invoiced with proof of cost	
Venue / exhibition hire and related third-party services	% of gross cost, invoiced with proof of cost	
Other Pre-Approved Disbursements (capped, e.g. courier/freight, specialist equipment hire, accreditation fees, campaign-specific software/licensing)	% of gross cost, invoiced with proof of cost	
Average % of gross cost NRCS reserves the right to negotiate any % offered and pass over a bid that fails to provide cost-effective gross cost % even though the bid may score the highest points on price and preference (specific goals) using part A rate card.		%

- **Rate firmness: rates are firm for Year 1, with escalation permitted in Years 2 and 3 subject to NRCS approval (ToR clause 10.10 below). For SCORING purposes only, this Pricing Summary applies a fixed 6% per annum assumption to Years 2**

and 3 (not the real future CPI, which is unknown at bid stage) - every bidder's Year 2 and Year 3 figures must be calculated on this same fixed assumption, so all bids remain comparable on the same basis.

- ***Part A (the rate card) has no fixed annual volume, since ad hoc/uncatalogued work is inherently unpredictable — it is priced and available for costing individual Task Instructions, but is not itself extended into the scored total unless NRCS chooses to add a notional contingency line (e.g. an assumed number of ad hoc hours per year) for scoring purposes.***

Pricing Summary

- ***Part A (the rate card) has no fixed annual volume, since ad hoc/uncatalogued work is inherently unpredictable — it is priced and available for costing individual Task Instructions, but is not itself extended into the scored total unless NRCS chooses to add a notional contingency line (e.g. an assumed number of ad hoc hours per year) for scoring purposes.***

2.3. Objective Criteria that may be applied to award a bidder other than the one scoring the highest points on price and preference (specific goals):

- NRCS reserves the right to negotiate any % offered as part of Disbursement / Pass-Through Cost Schedule (PART B). Whilst the NRCS will generally award the bid to a bidder that scores the highest points on price and preference (specific goals), the NRCS may pass over a bidder that fails to provide cost-effective gross cost % even though such bidder may score the highest points on price and preference (specific goals) using part A rate card. It is therefore imperative that bidders offer economic rates and % as part of Part A and Part B of the pricing schedule to promote cost effectiveness.**
- Refer to section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).**



Any enquiries regarding bidding procedures may be directed to the –

Thobela Mqikela
Tel: 012 482- 8831
E-mail: thobela.mqikela@nrcs.org.za

Or for technical information –

Contact Person: Mirriam Moswaane
Tel: 012 482-8826
E-mail address: mirriam.moswaane@nrcs.org.za

3. SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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 and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are 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. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



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

2.2.1 If so, furnish particulars:

.....

2.3 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**

2.3.1 If so, furnish particulars:

.....

3 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 consortium² 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

² 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.

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 IN PARAGRAPHS 1, 2 and 3 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

4. SBD 6.1

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

1. GENERAL CONDITIONS

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).

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.

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.

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 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

- 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.
- 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.

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).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 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	
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. 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:
- 4.2. 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	
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	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. 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]

4.6. 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:

.....

.....



5 CERTIFICATE OF ATTENDANCE OF BRIEFING SESSION / SITE MEETING

CERTIFICATE OF ATTENDANCE AT BRIEFING SESSION / SITE MEETING

NRCS 009-2025/2026

This is to certify that I,

.....

Representative of (Bidder)

of (address)

.....

.....

Telephone number

Fax number

E-mail

Attended the briefing session / site meeting (date)..... conducted by

(Employer's representative)

SIGNATURE OF PERSON AUTHORISED TO SIGN THE BID/ TENDER:

DATE:

6. 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_____

Mr _____ 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 _____

7 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					
RFB No.	Service Description	Evaluation Criteria	Accessibility Dates for documents	Compulsory briefing session	Closing Date
NRCS 009-2025/2026	Appointment of a service provider to render communication and marketing services for the National Regulator for Compulsory Specifications (NRCS) for a period of thirty-six (36) months on an ad-hoc basis	Minimum requirement, 80/20 & Functionality	www.nrcs.org.za) OR https://www.tenders.gov.za/	N/A	03 November 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 AND AMOUNT OF R 250.00 SHOULD BE PAID INTO THE FOLLOWING ACCOUNT AND PROOF OF PAYMENT (RECEIPT) 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. Thobela Mqikela (Thobela.mqikela@nrcs.org.za)

Technical Enquiries: Ms. Mirriam Moswaane (mirriam.moswaane@nrcs.org.za)

NRCS is not obliged to appoint the cheapest tenderer and reserves the right not to accept any submission and to re-advertise 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.

8 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
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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 of the 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)

9. SUPPLIER DECLARATION FORM

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 sworn affidavit confirming most recent annual turnover and percentage black ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from a SANAS accredited verification agency.

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, sworn affidavit 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 a SANAS accredited verification agency, 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 a SANAS accredited verification agency).

- 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 a SANAS accredited verification agency.
- 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.**

Regards,

NRCS Vendor/Supplier Management *[please substitute this with your relevant NRCS department before sending this document out]*

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 <R0.3 m	>R0.3 m <R1m	>R1m <R5m	>R6m <R10m	>R11 m <R15 m	>R16 m <R25 m	>R26 m <R30 m	>R31 m <R34 m	>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 - ABLE D	GENDE R	DATE OF OWNERSHI P	% OWN ED	% VOTIN G

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 pe
--------------	--

	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 *
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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)?
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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 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/directors 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				
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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 RENDER COMMUNICATION AND MARKETING SERVICES FOR THE NATIONAL REGULATOR FOR
COMPULSORY SPECIFICATIONS (NRCS) FOR A PERIOD OF THIRTY-SIX (36) MONTHS ON AN AD-HOC BASIS (NRCS 009-2025/2026)**

CLOSING DATE AND TIME: 03 NOVEMBER 2026 AT 11H00

Enquiry: Mirriam Moswaane
Telephone: 012 482 8826
E-mail: mirriam.moswaane@nrcs.org.za

10 TERMS OF REFERENCE (ToR)

APPOINTMENT OF A SERVICE PROVIDER TO RENDER COMMUNICATION AND MARKETING SERVICES FOR THE NATIONAL REGULATOR FOR COMPULSORY SPECIFICATIONS (NRCS) FOR A PERIOD OF 36 MONTHS ON AN AD-HOC BASIS

10.1. PURPOSE

The National Regulator for Compulsory Specifications (NRCS) seeks to appoint a reputable and experienced service provider to deliver strategic, integrated communication and marketing services to support the organization's strategic objectives. The services will be rendered on an ad-hoc basis for a period of thirty-six (36) months.

10.2. BACKGROUND

The NRCS was established on 1 September 2008 under the National Regulator for Compulsory Specifications Act (Act 5 of 2008). Its core mandate is to administer and maintain compulsory specifications and technical regulations, thereby promoting public health, safety, environmental protection, and fair trade.

The Marketing and Communications Unit of NRCS is responsible for facilitating internal and external communication, brand positioning, stakeholder education, and media engagement to support organisational goals. To enhance this, NRCS requires external expertise to implement high-impact campaigns and marketing strategies.

10.3. OBJECTIVES

The primary objectives of appointing the service provider are to:

- Raise awareness of the NRCS and its regulatory mandate.
 - Improve stakeholder knowledge of compulsory specifications and their implications.
 - Build a strong, recognisable brand image.
 - Increase NRCS's visibility and public engagement through traditional and digital channels.
 - Provide professional support across a wide range of communication functions.
-

10.4. DURATION

The contract will run for a period of thirty-six (36) months on an ad-hoc project basis, subject to performance reviews and a signed Service Level Agreement (SLA).

10.5. SCOPE OF WORK AND DELIVERABLES

The appointed service provider will be expected to deliver the following services, with a clear costing structure as detailed below:

NOTE TO BIDDERS:

All bidders must submit:

- A rate card (hourly/day rates by resource type).
- Indicative prices for standard deliverables.
- A description of how third-party costs are managed (pass-through or with markup).

10.5.1. Strategic Communication and Marketing Planning

- Annual Communication Strategy - one comprehensive 12-month document covering situation analysis, objectives, audience segmentation, channel & content plan, budget indication and KPIs (approx. 15-25 pages)

Campaign-Specific Strategy - one strategy document per major campaign covering objectives, key messages, channel mix, timeline and budget (approx. 8-12 pages)

- Crisis Communication Plan - Annual Review & Update - light review and update of the existing plan (item O.1); not a full rebuild

10.5.2. Brand Management and Corporate Identity

- Brand Guideline Refresh (optional) - a lighter update to the existing toolkit (item O.2) if a mid-term refresh is instructed; not priced or scored as a full rebuild.

10.5.3. Media Relations and Publicity

- Media Monitoring - daily monitoring of up to 20 agreed keywords/topics across print, broadcast and online sources relevant to the NRCS mandate, delivered as a monthly summary report with a mention/cutting log.
 - Media Training - one half-day session (up to 20 participants) covering interview technique and message discipline, incl. mock interview and written feedback
-

10.5.4. Digital and Social Media Strategy

- Monthly Social Media Content Bundle - 10 posts TOTAL per month across up to 3 platforms (Facebook, Instagram, LinkedIn), each with caption and static graphic; excludes paid boosting/media spend.
- Short-Form Animated Video - up to 30 seconds, for social/digital use.
- Static Infographic - single-panel, print or digital ready.

10.5.5. Stakeholder Engagement and Public Education

- Educational Campaign Toolkit - one toolkit per audience group, comprising up to 3 items (e.g. poster, brochure, social media asset set); printing costed separately under items 7.1/7.2.
- Per-Event Communication Support Package - fixed bundle for one stakeholder event, comprising exactly: one media invite/alert, half-day event photography, up to 5 social media posts covering the event, and one post-event summary report. Excludes venue branding (priced under 7.4) and press statements (priced under 1.4).

10.5.6. Audio-Visual Production

- Short Explainer/Testimonial Video (1-3 minutes) - incl. script, one shoot day, edit, up to 2 revision rounds, delivered as MP4 with captions file.
- Long-Form Video (3-5 minutes) - same scope as 6.1 with extended production/edit time.

10.5.7. Creative Services and Campaign Execution

- Information Booklet - 15,000 copies, A4, 12pp, 250gsm cover / 120gsm inner, saddle-stitched.
 - Flyer/Leaflet - 10,000 copies, A5, double-sided, 170gsm gloss.
 - Campaign Advert Concept & Adaptation Set - 3 initial creative concepts, each adapted to: 1 print ad, Facebook, Instagram, LinkedIn, X and Google Display (static + one animated version per concept); delivered in AI, PSD, PNG, JPG, MP4, GIF.
 - Event/Exhibition Branding Set - one set per event comprising exactly: 5 backdrops (3m x 2m), 5 roll-up banners (850 x 2000mm), 5 directional/floor signage items, 5 booth panels/table wraps, 5 digital screen graphics (LED/TV). NRCS TO CONFIRM: this is priced as a fresh set per event; if backdrops/banners are durable enough to be reused undamaged across multiple events in the same year, confirm and reprice as a once-off durable set plus a smaller per-event refresh/repair allowance instead.
-

- Merchandise Design - artwork/mockup for one branded item type in one colourway (e.g. t-shirt, tote bag, notebook, mug, pen, lanyard); each additional colourway or size variant of the same item is priced as a separate unit; production/printing costed separately as a disbursement.

10.5.8. Outdoor Advertising and Media Buying

- Billboard Creative Design - 48-Sheet - one design fee per unique creative concept, regardless of the number of physical sites that creative is deployed to; a new/different creative for the same size is a separate unit.
 - Billboard Creative Design - 32-Sheet - same basis as above.
 - Billboard Creative Design - 16-Sheet - same basis as above.
 - Billboard Creative Design - 8-Sheet - same basis as above.
 - Billboard Production (print/vinyl face) & Installation - 48-Sheet - printing the approved creative onto the billboard face and mounting it on the booked structure, incl. removal at end of flying period. Priced per physical site placement, not per design - the same creative displayed on 3 boards at once is 3 units, not 1.
 - Billboard Production & Installation - 32-Sheet - same basis as above.
 - Billboard Production & Installation - 16-Sheet - same basis as above.
 - Billboard Production & Installation - 8-Sheet - same basis as above.

10.5.9. Monitoring, Evaluation, and Reporting

- Monthly Campaign Performance Report - one report, approx. 3-5 pages, comprising: an executive summary; the media monitoring data already produced under item 3.1 (reformatted/summarised, not re-monitored - no separate monitoring fee applies here); social media analytics already generated under items 4.1-4.3; any ad hoc stakeholder feedback received that month (e.g. via events or query logs - not a commissioned survey); and progress against the specific, numbered targets set in ToR clause 10.3 (Objectives). Delivered as a single PDF.
- Annual M&E Summary Report - one report, approx. 10-15 pages, consolidating the twelve monthly reports (item 9.1) into a year-end assessment against the ToR 10.3 objectives, with a written recommendation for the following year's strategy. Based on existing desk data (the monthly reports, media monitoring, social analytics); does NOT include commissioning a new stakeholder survey - any primary research NRCS requires is instructed and priced separately via the Task Order mechanism (clause 10.6), using the applicable Part A rate card. Delivered as a single PDF plus a short PowerPoint summary for internal presentation
- Translation Services - professional translation into one specified official SA language other than English; each additional target language is priced and invoiced separately)
- Event/Corporate Photography - professional coverage, up to 4 hours, edited high-res images delivered digitally

- Newsletter/EDM Design - design and layout of one electronic newsletter edition, up to 10 pages (print-ready) or the equivalent single-scroll HTML email; longer editions priced pro-rata per additional page

11. DURATION OF THE PROJECT

The successful bidder will be appointed to render communication and marketing services for the National Regulator for Compulsory Specifications (NRCS) for a period of thirty-six (36) months on an ad-hoc basis.

12. SPECIAL CONDITIONS

1. All intellectual property arising from the services shall vest with the NRCS.
2. No billing for unproductive time or travel between offices.
3. Disbursements to be pre-approved and invoiced with supporting documentation.
4. All rates must be VAT inclusive.
5. Payment will be based on approved deliverables only.
6. Replacement of any staff must be of equal or higher qualifications and approved by NRCS.
7. The NRCS reserves the right to award the bid in part or in full.
8. 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.
9. The NRCS reserves the right to negotiate pricing with all the preferred bidders in line with market related prices.
10. 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.
11. 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. Supporting documents for all disbursement incurred must be submitted to the NRCS together with the invoices.
13. Payments will be strictly based on approved deliverables and time as per the service level agreement.
14. The service provider must not bill the NRCS for any unproductive or duplicated time spent on any deliverables, as a result of staff changes or failure to adhere to instruction request from the NRCS.

15. In terms where the preferred bidder tax matters are not in order 7 (seven) days will be given to the bidder to rectify their tax matters failure to do the bidder will be disqualified from the bid process as indicated in the National Treasury Prescript No 9 of 2017/2018.

13. MINIMUM REQUIREMENTS

Please note that failure to adhere to the following requirements **will lead** to an immediate disqualification:

- a) Late Submissions will not be accepted**
- b) Compliance to specification**

NB: Please note that failure to adhere to the following requirements may lead to an immediate disqualification:

Bidders are required to furnish NRCS with the following:

- a) Proof that supplier is registered on the Central Supplier Database (CSD)
- b) The following key information will be accessed and verified on CSD, namely
 - i) Business registration, including details of directorship and membership.
 - ii) Tax compliance status
 - iii) Completed and signed SBD forms' 1, SBD 3.1, SBD 4, and SBD 6.1

14. 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. A detailed response to each element in the evaluation matrix must be prepared. Minimum required score (Minimum Threshold) for functionality is 65 points and any Bidder scoring less than 65 points will not be considered for further evaluation. The NRCS reserves the right to confirm/verify any information provided, as well as seek further clarity where required.

Service providers that qualify in terms of the functionality minimum threshold points of 65 will be evaluated on price and preference (specific goals), Refer to the attached SBD 6.1 for information regarding evaluation of price and preference (specific goals). Take note that there is Objective Criteria stated for this bid, in line with section 2(1)(f) of the Preferential Procurement Policy Framework Act, Act 5 of 2000.

DESCRIPTION OF FUNCTIONALITY CRITERIA	WEIGHT
Methodology and Project Plan Bidders to provide approach and methodology in line with the scope of work as outlined in the terms of reference (showing how the services will be rendered).	40

Approach and methodology of the services as to how the services will be rendered from planning execution and monitoring and evaluation. Detailed methodology demonstrating bidder's adequate understanding of the scope and ability to render the service with all expected elements of the methodology clearly outlined. Scoring Criteria Approach and Methodology, planning execution, monitoring and evaluation=3 Points Planning execution, monitoring and evaluation=2 Points Monitoring and evaluation=1 Point No submission=0	
Previous relevant experience of the same work done Bidders must provide reference letters with contactable details on the client's letterheads where work of similar nature was undertaken (The service provided should not be older than sixty (60) months. Scoring Criteria 4 or 5 reference letters from different companies with recent contactable details on similar services rendered = 3 Points. 2 or 3 reference letters from different companies with recent contactable details on similar services rendered = 2 Points. 1 reference letter with recent contactable details on similar services rendered = 1 Point No Reference letter=0 NB: Confirmation will be made via email on the references registered office contact details, failure to receive confirmation, a score of 0 will be allocated.	30
Key Account Management Capabilities Account Director/Manager should possess Qualifications (Minimum NQF 7) and relevant experience in communication/ marketing/ media/ public relations and advertising-related field.	30

Scoring criteria Possess 10 ≥ 15 years' relevant practical and management experience= 3 Points Possess 5 ≥ 10 years' relevant practical and management experience=2 Points Possess 1 ≥ 5 years' relevant practical and management experience=1 Point No relevant experience=0	
	TOTAL 100%
Threshold	65%

A bidder/s that score less than **65 points** out of 100 points in respect of functionality will be regarded as submitting a non-responsive bid and will be disqualified. Bidder/s that meets the minimum required percentage threshold, will be evaluated in terms of price and preference and objective criteria as per the PPPFA Act, No.5 of 2000 and its associated 2022 Regulations issued by the National Treasury.

15. PACKAGING OF BID

Bid No. **NRCS 009-2025/2026**

Description: **Appointment of a service provider to render communication and marketing services for the National Regulator for Compulsory Specifications (NRCS) for a period of thirty-six (36) months on an ad-hoc basis**

Bid closing date and time: **03 November 2026 at 11H00 (Submission of late bids will not be accepted)**

Name and address of the bidder: _____

Submission of USB flash drive and Hard copies

The above must contain an electronic version and a true copy of the Technical proposal. **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 (USB) be submitted.**

Bidders may 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

N/A.

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. The schedule must be numbered as follows:

Item	Description	Submitted (Yes/No)
Schedule 1	All documents for minimum requirements	
Schedule 2	The Functionality criteria documentation	
Schedule 3	Certified ID copies of the directors / trustees / shareholders and their shareholding percentages	
Schedule 4	Sworn Affidavit or valid B-BBEE status levels verification certificate or CIPC B-BBEE Certificate substantiating your B-BBEE rating	