



TERMS OF REFERENCE

**BIDDERS ARE HEREBY INVITED TO SUBMIT BIDS IN RESPECT OF THE FOLLOWING
SERVICE FOR THE NATIONAL CONSUMER COMMISSION:**

**PROVISION OF THE FORTI WEB APPLICATION FIREWALL (FortiWAF) AS A SERVICE,
IMPLEMENTATION, TRAINING AND SUPPORT FOR A PERIOD OF THIRTY-SIX (36)
MONTHS**

REFERENCE: NCC/ 04/2026/2027

Date issued: 02 September 2026.

**Compulsory Briefing Session: 11 September 2026 @
11h00.**

Briefing Session details and link:

Meeting ID: 389 018 161 062 529

Passcode: nJ7xw6sM

**[https://teams.microsoft.com/meet/389018161062529?
p=09l0O3z9ZvGQWbx3yC](https://teams.microsoft.com/meet/389018161062529?p=09l0O3z9ZvGQWbx3yC)**

Closing date and time: 28 September 2026 @ 14h00.

Bid validity period: 90 days after closing date.

Address for submission of Bids:

National Consumer Commission

SABS Campus, Building C,

1 Dr Lategan Road,

Groenkloof,

Pretoria

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1. PURPOSE

- 1.1. To request proposals and quotations for the provision of the Forti Web Application Firewall (FortiWAF) as a service, implementation, training of NCC ICT resources, support, and maintenance for a period of thirty-six (36) months.

2. BACKGROUND

- 2.1. The National Consumer Commission (NCC), herein referred to as the Commission, is a juristic person established in terms of section 85 of the Consumer Protection Act; No 68 of 2008 ("Act"), as an organ of the state within the public administration but as an institution outside the public service. The NCC has been operational since 1 April 2011. The main objective of the NCC is to, amongst other things, promote and advance the social and economic welfare of consumers in South Africa by: -
 - 2.1.1. Establishing a legal framework for the achievement of a consumer market that is fair, accessible, efficient, sustainable, and responsible.
 - 2.1.2. Reducing and ameliorating any disadvantages experienced by vulnerable consumers in accessing goods or services.
 - 2.1.3. Promoting fair business practices & protecting consumers from improper conduct.
 - 2.1.4. Improving consumer awareness and encouraging choice.
 - 2.1.5. Promoting consumer confidence and empowerment.
 - 2.1.6. Providing a consistent, accessible, and efficient system of consensual resolution of disputes; and
 - 2.1.7. Providing an accessible, consistent, harmonized, effective, and efficient system of redress for consumers.
- 2.2. **NCC's current ICT Backend Infrastructure**
 - 2.2.1. The current NCC ICT infrastructure and systems are hosted on the Private Cloud.
 - 2.2.2. The NCC network parameters are currently monitored through FortiGate Firewall.
- 2.3. **Line of business systems**
 - 2.3.1. The NCC hosts its line of business systems on premises.

3. BUSINESS DRIVER FOR PROCURING A FORTI WAF-AS-A-SERVICE

- 3.1. The NCC is on the digital transformation path to improve its business operations to serve the South African public more easily, better, and faster, and implement resilient security measures to protect the organization against emerging cyber threats.
- 3.2. Introduction of new systems necessitate the need to procure Forti Web Application Firewall to safeguard the data processed by the system. This ensures compliance with POPIA and best practices.

- 3.3. A web application firewall has been identified as a critical layer of security control to be implemented. As such, the NCC is looking for a suitable service provider for implementation, configuration, and maintenance of 2x (Primary and Secondary) Forti Web Application Firewall for a period of 3 years (36 Months).

4. SCOPE OF WORK

- 4.1. Provide a scalable WAF-AS-A-SERVICE to the NCC for a period of 36 months. The services to cover at least the following areas, with expected deliverables:

Focus area	Scope	Deliverable
1	Provision and implementation of a Forti WAF-AS-A-SERVICE solution.	a. Configuration and implementation of a WAF-AS-A-SERVICE for the NCC web application
2	Skills transfer and training of the NCC ICT Personnel	a. Once-off training of ICT administrators (5 personnel) by the service provider on how to manage the solution. b. Access to product documentation and online training with certification(s).
3	Support and maintenance (36 months)	a. Support on a time-and-materials basis to the value of 120 support hours per year. b. Monthly reporting c. Attending monthly SLA meetings.
4	Services continuity	a. Back-to-back agreement with the OEM to mitigate the risks of service outages should a reseller go out of business (proof of active NCC subscription with the OEM will suffice)

4.2. Minimum Features

- **Web Application Protection**

Protect against all OWASP Top 10 attacks, including SQL injection, XSS, Cross-Site Request Forgery, and more. Zero-day attack prevention. Ability to detect suspicious IPs and block them (IP Threat Intelligence). Antivirus for uploaded files (scan and detect viruses on file uploads). Risk-based threat detection (Ability to identify advanced threats such as bots and complex attacks and block them. Brute force protection. Ability to control access to web resources based on GeoIP to limit access only to specified regions (GeoIP and threat intelligence)

- **Load balancing**

WAF-As-A-Service must have the ability to perform load balancing as a future requirement for the NCC, where more than one frontend server will be defined with public IP addresses. If this feature is not available in the standard package, bidders to indicate what package includes this feature.

- **Bot Protection**

Ability to detect and block web scraping, bot spam, CAPTCHA challenges, and brute force from single or multiple sources.

- **DDoS Attack Prevention**

Unmetered DDoS protection cloud service that will inspect traffic before it reaches the NCC web application to determine DDoS attack connections and block them. Ability to differentiate between real users and botnets.

Ability to limit incoming client requests based on IP to prevent certain users from overloading the system, especially at peak times.

Hosting and security for application DNS records, including protection against DDoS attacks

- **API protection (NCC queries data from other entities)**

The NCC integrates with other entities via API to query data. At least 3 API integrations exist now. Configuring APIs manually in the FortiWAF will suffice for the next 36 months.

- **Reporting, Analytics, and Services**

Reduce administrative burden by auto-reviewing all the application traffic and providing application-specific configuration improvement recommendations.

Ability to scan and find application vulnerabilities and ability to remediate from the WAF console. At least 30 days of WAF log retention. A dashboard that provides visibility into traffic patterns and the types of clients who visit your website.

- **Content delivery**

Multiple data centres/PoPs that serve traffic to their nearest clients to improve page load times and reduce traffic to a central location.

Provision of a shared public IP of the NCC application, protected by the FortiWAF as a service

- **AI and Machine Learning**

Use behavioural analytics to learn normal application traffic, actively reducing false positives and identifying zero-day exploits without relying strictly on static signatures.

- **FortiGuard Threat Intelligence Integration**

Pull continuously updated intelligence on malicious IPs, compromised credentials, and zero-day vulnerabilities

5. SPECIAL CONDITIONS

5.1. National Consumer Commission Reserves the Right:

- 5.1.1. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price, without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- 5.1.2. To contact references provided by the bidders.
- 5.1.3. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after proposals have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.

6. EVALUATION CRITERIA

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

The NCC has set minimum standards, referred to as phases that a bidder needs to meet to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Pre-qualification Criteria (Phase 1)	Technical Evaluation Criteria (Phase 2)	Price and Preference Points Evaluation (Phase 3)
Bidders must submit all documents as outlined in paragraph 6.1.1 below. Only bidders that comply with ALL these criteria will proceed to Phase 2.	Bidder(s) are required to achieve a minimum of 70 points out of 100 points to proceed to Phase 3 (Price and Preference Points).	Bidders will be evaluated as per the PPPFA, where 80 points will be for price and 20 points for preference points.

6.1. PHASE 1 - ADMINISTRATIVE AND MANDATORY COMPLIANCE:

6.1.1. Without limiting the generality of the Commission's other critical requirements for this Bid, bidders must submit the documents listed in **Phase 1** below. All documents must be completed and signed by the duly authorized representative of the prospective bidder(s). During this phase, bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidders' proposals may be disqualified for non-submission of some of the documents.

Administrative Compliance Documents	Guideline	Consequence of Non-submission of Information:
		Disqualification?
Invitation to Bid – SBD 1	Complete, sign and submit the provided pro forma document.	NO

Tax status – Compliant	i. Tax Compliance will be verified on the Central Supplier Database (CSD). ii. Supplier to be Tax-Compliant before an award is made and throughout the contract period. iii. CSD Supplier number will be used to verify Tax Compliance.	NO
Bidder's Disclosure– SBD 4	Complete and sign the supplied pro forma document.	YES
Preference Point Claim Form – SBD 6.1	Complete and sign the supplied pro forma document. Preference points will be verified using certified BBBEE Certificate or sworn affidavit or certified CIPC documents.	NO
Registration on Central Supplier Database (CSD)	The Service Provider must be registered as a service provider on the Central Supplier Database (CSD). If not registered, the service provider must visit https://secure.csd.gov.za/ to register on the CSD. An award will not be made to any bidder who is not registered on the CSD.	NO
Pricing Schedule – SBD 3 and Annexure A	Submit full details of the pricing proposal.	YES
Compulsory Briefing Session	Microsoft Teams	YES

Partner accreditation (OEM accreditation)	Letter or certificate confirming that bidder is accredited to sell, implement and support Forti WAF solutions	YES
Product description and features	Product brochure listing all the feature set of the product quoted for	NO

6.2. PHASE 2 - FUNCTIONALITY EVALUATION

6.2.1. Only bidders that have met the Pre-Qualification Criteria in **Phase 1** will be evaluated in Phase 2 for Functionality, and will be evaluated as follows:

- a) **Functional Evaluation** – Bidders will be evaluated out of **100** points, and bidders are required to achieve a minimum threshold of **70** points. The Bid Evaluation Committee (BEC) will evaluate proposals, and bidders are required to score a minimum of **70** points to proceed to **phase 3**, which is price and preference points.

PHASE 2 - Functional and Technical Evaluation		
Evaluation Area	Evaluation Criteria	Points
Project implementation plan	The project implementation plan must assume a project start date of 1 November 2026 and cover at least the following aspects: • Clear Timelines • Deliverables in line with the scope of work • Project resources (specify roles and responsibilities) • Training plan and skills transfer	20
	• The implementation plan fully covers all the aspects listed above (Clear timelines, Specific roles and responsibilities of project resources, deliverables, and training plan with skill transfer)	20
	• The implementation plan that covers three of the aspects listed above (Clear timelines, Specific roles	15

	and responsibilities of project resources, deliverables, and training plan with skill transfer)	
	The implementation plan that covers two aspects listed above (Clear timelines, Specific roles and responsibilities of project resources, deliverables, and training plan with skill transfer)	10
	Implementation plan not provided or does not cover any of the aspects listed above	0
Bidders experience	Bidders' experience of implementing and supporting FortiWAF solutions, completed within the past 3 years of the closing date of the Bid. Provide reference letters that contain: - Name of the company where the project was implemented. - Description of the project. - Year the project was implemented. - Contact person (Name, surname, telephone number, and email address. The NCC reserves the right to contact the references to verify the information provided.	15
	5 or more valid reference letters.	15
	4 valid reference letters	12
	3 valid reference letters	9
	2 valid reference letters	6
	1 valid reference letters	3
	Zero (0)/No valid reference letter(s)	0
	Company profile indicating the number of years the bidder has been operating in the Information/cybersecurity space, including the type of information/cybersecurity services offered: Provide a detailed company profile and CIPC documents	15

	• 10 or more years' experience in information/cybersecurity.	15
	• 7 to less than 10 years' experience in information/cybersecurity	12
	• 5 to less than 7 years' experience in information/cybersecurity	9
	• 3 to less than 5 years' experience in information/cybersecurity	6
	• Less than 3 years' experience in information/cybersecurity	0
Bidders' team qualifications and experience	<u>Project Manager experience and qualifications.</u> The Project Manager must have NQF Level 6 ICT-related qualification and experience in implementing and configuring a FortiWAF solution. Detailed CVs and qualifications must be attached. Qualification must be certified within a period of 6 months from the closing date of the bid). NB: Failure to submit a certified NQF level 6 ICT Qualification and CV will lead to 0 points.	20
	• 5 or more years of experience and certified qualification	20
	• 3 to 4 years of experience and certified qualification	15
	• 1 to 2 years of experience and certified qualification	10
	• 0 years of experience and/or no certified qualification	0
	<u>Network administrator Experience and qualification.</u> Network administrator must have NQF Level 6 ICT-related qualification and experience in implementation, configuration, and support of FortiWAF solutions. Detailed CVs, qualifications, and certificates must be attached. Qualifications must be certified within a period of 6 months from the closing date of the bid). Network Administrator needs to provide their Original Equipment Manufacturer (OEM) for FortiWAF solution.	20

	NB: Failure to submit certified NQF level 6 ICT Qualification, CV and Certification will lead to 0 points.	
	Certified qualifications, certification and 5 or more years of experience in implementation, configuration and support of FortiWAF.	20
	Certified qualifications, certification and 3 to 4 years of experience in implementation, configuration and support of FortiWAF	15
	Certified qualifications, certification and 1 to 2 years of experience in implementation, configuration and support of FortiWAF	10
	Zero (0) years of experience and/or no certified qualification	0
Technical Support Process	The bidder has a defined support process, including support call logging process with (email & telephone), escalation process/contact, and business hours for the support team. Provide the documented support process NB: Bidder who did not provide any of the documented support process above will get zero (0).	10
	The bidder has a documented support call logging process with (email & telephone), escalation process/contact, and business hours for the support team.	10
	The bidder did not provide a documented support call logging process (email & telephone), escalation process/contact, and business hours for the support team.	0

6.2.2. The NCC reserves the right to conduct risk assessments on service providers before any award can be finalised.

6.3. PHASE 3 - PRICE AND PREFERENCE POINTS EVALUATION

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

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

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

a) Stage 1 - Price Evaluation (80 Points)

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

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

Where;

- P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 $P_{\min}$ = Comparative price of lowest acceptable bid

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

Specific Goals Points allocation

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

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

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

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

7. GENERAL CONDITIONS OF CONTRACT

7.1. Any award made to a bidder under this bid is conditional, amongst others, upon;

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

8. COUNTER CONDITIONS

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

9. SUPPLIER DUE DILIGENCE

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

10. DECLARATION

10.1. By submitting the proposal, the service provider confirms that they will:

- Act honestly, fairly, and with due skill, care and diligence, in the interests of the Commission;
- Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- Act with circumspection and treat the Commission fairly in a situation of conflicting interests;
- Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the Commission;
- Avoid acting fraudulently and avoid providing misleading information in respect of advertising, canvassing and marketing;
- Conduct their business activities with transparency and consistently uphold the interests and needs of the Commission as a client before any other consideration; and
- Ensure that any information acquired by the bidder(s) from the Commission will not be used or disclosed unless the written consent of the client has been obtained to do so.

11. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

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

12. INDEMNITY

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

13. LIMITATION OF LIABILITY

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

14. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

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

15. CONFIDENTIALITY

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

16. COMMUNICATION DETAILS

- 16.1. A nominated official of the bidder(s) can make enquiries in writing, to the specified personnel, for technical enquiries Mr. **Jacob Mulaudzi** via email J.Mulaudzi@thencc.org.za; for SCM enquiries Ms. Mapula Moropene M.Moropene@thencc.org.za and/or 012 065 1994.
- 16.2. Bidder(s) must reduce all telephonic enquiries to writing and send to the abovementioned email address.
- 16.3. The delegated office of the Commission may communicate with Bidder(s) where clarity is sought on the bid proposal.
- 16.4. Any communication to an official or a person acting in an advisory capacity for the NCC in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged, unless it is for purposes of providing clarity in respect of the legitimate questions pertaining to the bid. The NCC reserves the right not to answer questions which it considers to be inappropriate.
- 16.5. All communication between the Bidder(s) and the NCC must be done in writing.
- 16.6. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the NCC (other than minor administrative matters), the Bidder(s) must promptly notify the NCC in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the NCC an opportunity to consider what corrective action to take if necessary.

- 16.7. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the NCC shall, if possible, be corrected and be provided to all Bidder(s) without attributing such discrepancy, ambiguity, error or inconsistency to the Bidder(s) who provided the written notice of such matters.

17. SUBMISSION OF PROPOSALS

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

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

- 17.2. The bidder(s) are required to submit three (3) copies, being one (1) original and two (2) duplicates, and one (1) electronically accessible copy. The electronic copy must be packaged and labelled in the same manner as the physical copy.
- 17.3. Each submission must be marked correctly and sealed separately for ease of reference during the evaluation process.
- 17.4. Bid documents shall only be considered when received by the Commission before the closing date and time which is **28 September 2026 at 14:00pm.**

18. PRICING TEMPLATE (Annexure A)

18.1. Bidders are required to complete the pricing template below for the NCC to have the annual cash flow projections for the duration of the contract.

Item Description	Quantities	Year 1 Cost (Including VAT)	Year 2 Cost (Including VAT)	Year 3 Cost (Including VAT)
Installation and Configuration	1			
Subscription costs for one web application	1			
Product Post Implementation Training (onceoff)	1			
Access to product documentation and online training with certification(s). **If not included in the subscription costs	3 – 5 ICT personnel			
Load balancing for two front-end servers **if pricing is not included in the subscription costs.	2 front-end servers			
Post-implementation support and maintenance (time and material – 120 hours)	120 hours (per year)			
TOTAL (INCLUDING VAT)				