



Request for Proposal (RFP):

**APPOINTMENT OF A PANEL OF ATTORNEYS
FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

NRWDI/LEGAL/01/2025-26

*Private Bag
X1 Pretoria
0001
Gauteng
Province
South Africa.*

	NATIONAL RADIOACTIVE WASTE DISPOSAL INSTITUTE
	NRWDI/LEGAL/01/2025-26
APPOINTMENT OF A PANEL OF ATTORNEYS FOR A PERIOD OF THIRTY-SIX (36) MONTHS	

INVITATION TO BID
 BID NUMBER: NRWDI/LEGAL/01/2025-26

CLOSING DATE: 17 February 2026
 CLOSING TIME: 11h00

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL RADIOACTIVE WASTE DISPOSAL INSTITUTE

BID DESCRIPTION:	Appointment of a Panel of Attorneys for a period of thirty-six (36) months
BID NUMBER	NRWDI/LEGAL/01/2025-26
DATE ISSUED	26 January 2026
CLOSING DATE	17 February 2026
BRIEFING SESSION	Not Applicable

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B	Special Conditions of Contract
C	General Conditions of Contract

TERMS OF REFERENCE

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1. INTRODUCTION

- 1.1 The National Radioactive Waste Disposal Institute (NRWDI) is established in terms of the National Radioactive Waste Disposal Act, 2008 (Act No. 53 of 2008) and is a section 3A Public Entity.
- 1.2 NRWDI seeks to establish a panel of legal service providers to provide various legal services. This panel will be a resource for the entity's various legal needs, ensuring access to qualified and experienced legal counsel. The process will adhere to principles of fairness, transparency, and value for money, as provided in section 217 of the Constitution of the Republic of South Africa, 1996 outlined in the entity's procurement policy.
- 1.3 This Request for Proposal (RFP) is therefore intended to invite suitably qualified and experienced firms of attorneys to submit proposals, to provide legal services to NRWDI over a period of thirty-six-month (36) months.
- 1.4 The services will be wide ranging in nature and inclusive of all legal services that NRWDI may require from time to time.

2 PROBLEM STATEMENT

- 1.1. The legal services function is currently only serviced by a manager: Legal Services. Due to the workload, the Legal Services' Manager may not always be able to provide its internal clients with the necessary support and/or advice required.
- 1.2. Additionally, Legal Services is required to assess compliance with identified legislation. This function is cumbersome and, in addition to the normal legal functions, the Manager: Legal Services is unable to effectively perform this function.
- 1.3. Moreover, the Legal Services' Manager is not permitted to represent NRWDI in court proceedings, and therefore a firm of attorneys, which are able to institute legal action against a third party and/or defend NRWDI when legal proceedings are institute against it, are required.

3 SCOPE OF WORK / SERVICE

- 3.1 The following Scope of Services are required:
 - 3.1.1 The appointed panel of attorneys will be responsible for the handling of a variety of complex legal matters as well as performing a legislative compliance function. The prospective legal firms will be required to provide their profile clearly outlining their staff composition, their exposure, expertise and professional legal experience in their respective areas of expertise.

3.1.2 The Service Providers will be required to deliver, as per the agreed scope and brief of each matter, as and when required.

3.1.3 The Service Providers must demonstrate the ability to deliver the service(s).

3.1.4 The Service Providers must demonstrate a proven track record of having previously delivered to the satisfaction of their clients, especially in their specialised area of the law.

3.1.5 In the process of executing their duties, the Service Providers will be required to report progress at various intervals, such as monthly progress reports on each assigned matter and on the final outcome for that matter. Furthermore, a clear analysis as to how improvements can be made on challenges and shortcomings encountered during the execution of their assignment is to be provided.

3.1.6 It is specifically recorded that, based on the expertise and services required, the contract with each service provider will not be exclusive and will not be based on a rotational basis. In other words, the selection of a service provider will be based on the skills and expertise required when a legal matter is required and not on a revolving door basis.

3.1.7 The firm of attorneys must be proficient and knowledgeable in one or more of the following areas of the law:

Types of laws	Please mark under Yes/No to choose the type of law to be provided.	
	Yes	No
Constitution Law		
Public Law		
Corporate Law		
Governance and Regulatory Compliance		
Law of contract and delict		
Litigation processes and practice		
Procurement Law		
International Law		
Labour Law		
Information Technology and Communications Law		
Administrative Law		
Nuclear Law		

3.1.8 Services Providers must clearly indicate in their response, the area(s) of practice that the Service Provider is able to competently provide to NRWDI, as listed in paragraph 3.1.7 above.

3.1.9 Service Providers must demonstrate the ability to deliver the services.

3.1.10 Service Provider to provide the method and approach for the delivery of services.

3.1.11 In accordance with paragraph 3.1.7 above, the service provider is expected to provide the following legal related services:

3.1.11.1 Provide general legal advice and opinions.

3.1.11.2 Draft, vet and/or provide advice on contractual matters.

3.1.11.3 Institute and defend NRWDI in litigious matters. This includes, inter alia, the following: Taking of instruction from NRWDI; Briefing of Counsel (when required), Attending consultations with NRWDI and Counsel (when required); Settling and delivery of all pleadings; Handling of all trial related matters (in the Labour, High Courts and Courts of Appeal); and defending and/or collection of cost orders against NRWDI.

3.1.11.4 Assess and assist the organisation with all matters relating to its compliance with legislation and corporate governance.

3.1.11.5 Attending to any other matters related to legal issues relevant to the execution of the mandate of NRWDI.

3.2 BRIEFING SESSION

Briefing session is not required for this tender.

3.3 Service Provider Activities

The appointed service provider undertakes to:

3.3.1 Act as an independent contractor(s) in respect of the full scope of work to be performed.

3.3.2 Attend meetings with officials whenever required for purposes of obtaining information or advice with regards to the work and assignments or any matters arising there from or in connection therewith.

3.3.3 Exercise all reasonable skill, care and diligence in the execution of the work, and carry out their obligations in accordance with international professional standards. The service provider shall in all professional matters act as a faithful advisor to NRWDI as well as respecting the laws and customs of the country, including the following minimum mandatory and regulatory requirements:

- i. The Constitution of the Republic of South Africa, 1996, the Labour Relations Act, 1995 and the Employment Equity Act, 1998 as well as the NRWDI's Employment Equity plans and targets in this regard.
- ii. Minimum Information Security Standards (MISS), 1996

- 3.3.4 Plan and provide for all possible risks that may affect the delivery of deliverables on time.
- 3.3.5 Ensure that the information provided in all reports is accurate and of a high standard as per agreed templates and level of detail required.
- 3.3.6 The service provider will be required to sign an Agreement and/or SLA.
- 3.3.7 The service provider undertakes to abide by NRWDI policies and procedures and Code of Conduct whilst providing service to NRWDI.

3.4 NRWDI Activities

NRWDI is expected to:

- 3.4.1 Provide complete information, document, and disclose all relevant information.
- 3.4.2 Provide clear, specific instructions regarding their objectives and desired outcomes.
- 3.4.3 Respond promptly to all requests for information, documents, and communication from the legal team are essential to avoid delays in the case or project.
- 3.4.4 Consider legal advice provided by the service provider.
- 3.4.5 Adhere to the terms and conditions outlined in the Agreement entered into between the Parties.

4 EXPECTED OUTPUTS AND OUTCOMES

4.1 Expected Outputs

- 4.1.1 Legal Opinions and Advice
- 4.1.2 Drafting and Review of Legal Documents
- 4.1.3 General Legal, Compliance, and Risk Support
- 4.1.4 Representation in Legal Forums
- 4.1.5 Compliance Advisory Services

4.2 Expected Outcomes

- 4.2.1 Access to Specialized Expertise
- 4.2.2 Timely and Efficient Legal Support
- 4.2.3 Enhanced Governance and Compliance
- 4.2.4 Effective Litigation and Dispute Resolution
- 4.2.5 Consistent Quality and Standards

4.2.6 Skills Transfer

5 TIMELINE OF THE PROJECT

The duration of the panel will be for a three (3) year period effective from appointment into the panel.

6 PROPOSAL REQUIREMENTS

6.1 Terms and Conditions

The following terms and conditions of tender will apply in addition to those found in Part B of SBD 1.

- 6.1.1 NRWDI undertakes to pay in full within thirty (30) days, all valid claims for work done to its satisfaction upon presentation of a substantiated claim/invoice.
- 6.1.2 No payment will be made where there is an outstanding information/work by the service provider.
- 6.1.3 All costs and expenses incurred by the potential service providers relating to their project bid will be borne by each respective service provider. NRWDI is not liable to pay such costs and expenses or to reimburse or compensate service providers in the process under any circumstances, including the rejection of any bid or the cancellation of this project.
- 6.1.4 All tenders must be submitted to the address indicated. Tender documents submitted to any other address or in any other format will not be opened or considered for evaluation.
- 6.1.5 Tender documents should not be sent to any NRWDI employee. These will not be considered for evaluation.
- 6.1.6 Service providers choosing to respond to the tender may send an email to the Procurement Official acknowledging intent to bid. This email address will be added to the distribution list. All service providers on the list will receive answers responding to questions.
- 6.1.7 NRWDI reserves the right to request clarity regarding each bidder and any individual or other persons associated with its bid.
- 6.1.8 NRWDI may require responsive bidders to present and discuss their bids in person.
- 6.1.9 NRWDI reserves the right to enter negotiations with one or more bidders associated with this bid.
- 6.1.10 NRWDI reserves the right not to make any appointment from the bids submitted.
- 6.1.11 Bidders shall not issue any press release or other public announcement pertaining to details of their bid without the prior written approval of NRWDI.
- 6.1.12 Bidders are required to declare any conflict of interest they may have in the transaction for which the bid is submitted or any potential conflict of interest. It is important that bidders declare their conflict of interest through completion of relevant attached forms.
- 6.1.13 NRWDI reserves the right not to consider further, any bid where such a conflict of interest exists or where such potential conflict of interest may arise.
- 6.1.14 Any and all bid documents shall become the property of NRWDI.
- 6.1.15 The bid offers and proposals should be valid and open for acceptance by NRWDI for a period of 90 working days from the date of submission.
- 6.1.16 Bidders are advised that submission of a proposal gives rise to no contractual obligations on the part of NRWDI.
- 6.1.17 NRWDI reserves the right not to award the bid to the bidder that scores the highest points.
- 6.1.18 Disputes that may arise between NRWDI and a bidder must be settled by means of mutual consultation, mediation (with or without legal representation) or, when unsuccessful, in a

South African court of law.

- 6.1.19 In addition to adherence to the specific terms and conditions of bids, provided in this document, the bidder shall be bound by the provisions of the General Conditions of Contract attached hereto.
- 6.1.20 All returnable bid documents must be completed in full and submitted together with the bidder's proposal.
- 6.1.21 It is the service provider's responsibility to ensure that all documents have been submitted to the address indicated before the deadline.
- 6.1.22 The successful bidder will be subject to supplier clearance process as prescribed by the National Treasury. This process includes verification of supplier and its shareholders/directors/members' status on the list of defaulters and restricted suppliers.
- 6.1.23 The bid will be awarded to a bidder who is registered on the Central Supplier Database from National Treasury except if the bidder is a foreign supplier with no local registered entity.
- 6.1.24 After the successful bidder has received the purchase order, they must be able to deliver in full compliance to the specifications / Terms of Reference provided.

7 EVALUATION CRITERIA

Received bid proposals will be evaluated as per the following phases:

- Phase 1: Mandatory Requirements
- Phase 2: Functionality Evaluation

7.1 PHASE 1: MANDATORY REQUIREMENTS

In their responses, bidders must state whether (or not) they comply with each of the requirements below and provide a comment substantiating their claim or provide a cross reference where in their proposal they address this requirement. **Failure to comply with any of the mandatory requirements will render your bid non-responsive and will lead to disqualification.**

7.1.1 **The following mandatory requirements will be applicable at the closing stage of the bid. References to the relevant section in the proposal should be made, or comments provided to support each evaluation criterion:**

No.	Mandatory Requirements	Comply (Y/N)	Comments/ X-Ref in Proposal
1.	Attorney(s) admitted by a High Court of South Africa. Proof of admission must be attached.		
2.	Attorney(s) admitted to practice law in South Africa. Proof of registration with competent regulatory body / authority must be attached as proof.		
3.	At least 5 years' experience in the areas outlined in paragraph 3.1 above. Provide company profile and attach comprehensive curriculum vitae detailing attorney(s) years of practice and experience.		
5.	Is your bid compliant to the scope of work (refer to section 3 above)		

7.1.2 The following mandatory requirements will be applicable at the awarding stage of the bid:

No.	Mandatory Requirements	Comply (Y/N)	Comments/ Reference in Proposal
1.	Is tax status compliant?		
2.	Is the bidder or its owners appear on the Database of Restricted Suppliers or on the register for Tender Defaulters from National Treasury?		

Failure to comply with all mandatory requirements listed on 7.1.1 and 7.1.2 will lead to disqualification from the bid process.

7.2 PHASE 2: FUNCTIONALITY EVALUATION CRITERIA

Bid submissions will further be evaluated on functionality due to the nature of the required services, which heavily rely on the bidder's technical capacity and ability to execute the envisaged contract. A bidder will be eliminated from further evaluation if they do not meet the **minimum threshold of 60 points from the total weight (80 points)** of the functionality criteria. The functionality criteria are set and described as follows:

Criteria		Weight
Criterion 1: Provide CV detailing sole proprietor or each partner's years of practice and experience.		30
1.1	More than 10 years of legal experience as an admitted attorney	30
1.2	Between 5 to 10 years of legal experience as an admitted attorney	25
1.3	5 years of legal experience as an admitted attorney	15
Criterion 2: Provide relevant reference letters or testimonials from contactable clients, on client's letterheads, detailing what legal services has been provided and completion thereof.		30
2.1	Five (5) or more relevant reference letters submitted	30
2.2	Three (3) to four (4) relevant reference letters submitted	20
2.3	One (1) to two (2) relevant reference letter(s) submitted	10
2.4	No relevant reference letters submitted	0
Criterion 3: Relevant legal qualifications		20
3.1	LLM or LLD	20
3.2	LLB / BPROC	15
3.3	BA (Law) or equivalent	10
3.4	No qualifications	0
Total		80

Bidders will not be appointed into the panel on price and specific goals evaluation but on functionality evaluation. Each panel will consist of the top five of bidders from functionality

Commented [MS1]: Double check with CFO on the changes of the weight.

evaluation per selected legal area; the price and specific goals will apply when a need for particular panel arises.

8 REPORTING

In the process of executing their duties, the Service Providers will be required to report progress at various intervals. The details of reporting will be specified in an Agreement and/or Service Level Agreement.

9 PERFORMANCE MONITORING AND EVALUATION

The key performance indicators will be determined jointly and documented in an Agreement to be signed prior to the commencement of work. Periodic Review sessions will be agreed between NRWDI and the service provider.

10 ASSUMPTIONS AND RISKS

10.1 Key Beneficiaries

- National Radioactive Waste Disposal Institute

10.2 Project Assumptions

- Approved budget and access to both human and material resources for the duration of the contract.
- There will be no scope creep throughout the contract life cycle.
- The service provider will deliver on time, cost, and quality/standard constraints.
- The service will pass all the regulations and legal requirements.

10.3 Risk Analysis

- Timeframe for funds/budget approval.
- Service provider not adhering to timelines.
- Change in contract scope.

11 INTELLECTUAL PROPERTY

11.1 The service provider/s will be required to sign a confidentiality agreement as part of the agreement.

11.2 Copyright of all materials will belong to NRWDI.

11.3 Copyright of information obtained through the course of providing the services will be the property of NRWDI and may not be sold or re-produced by the service provider/s.

11.4 All reports, collateral, photographic and audio-visual material produced are the property of NRWDI and are to be used or distributed only with the permission.

Annexure A

(NRWDI)

SCM

Standard Bidding Documents

PART A - INVITATION TO BID

SBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL RADIOACTIVE WASTE DISPOSAL INSTITUTE

BID NUMBER:	NRWDI/LEGAL/01/ 2025-26	CLOSING DATE:	17 February 2026	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A PANEL OF ATTORNEYS FOR A PERIOD OF THIRTY-SIX (36) MONTHS				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7.2).

**BID DOCUMENT CAN BE SUBMITTED TO THE TENDER BOX AT NECSA GATE 3
R104 ELIAS MOTSOLEDI STREET (CHURCH STREET WEST EXT)
PELINDABA, BRITS MAGISTERIAL DISTRICT
MADIBENG MUNICIPALITY, NORTH WEST, 0240**

SUPPLIER INFORMATION

NAME OF BIDDER			
ID NUMBER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
COMPANY REGISTRATION NUMBER			
TAX REFERENCE NUMBER			
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) SHOULD BE SUBMITTED]

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:			
DEPARTMENT/ PUBLIC ENTITY	NRWDI		
CONTACT PERSON	SHANDUKANI MOSES OR MANQOBA SIMELANE		
TELEPHONE NUMBER	012 305 6160 / 072 693 0381		
FACSIMILE NUMBER	NA		
E-MAIL ADDRESS	Moses.Shandukani@nrwdi.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, 2017, 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.

SBD 3.1

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

Name of bidder.....	Bid number... NRWDI/LEGAL/01/2025-26
Closing Time 11:00	Closing date 17 February 2026

1. Offer to be valid for 90 working days from the closing date of bid.

- Required by: The National Radioactive Waste Disposal Institute

- At: 3rd Floor, X Building
NECSA, Pelindaba
R104, Elias Motsoaledi
Street
Brits Magisterial District

- Brand and model

- Country of origin

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

- If not to specification, indicate deviation(s)

- Period required for delivery
*Delivery: Firm/not firm

- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

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

- 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

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.

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 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.
- 3.5 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.
- 3.6 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.
- 3.7 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

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.

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
 - (a) Any single contract with imported content exceeding US\$10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid / contract number.
 - Description of the goods, works or services.
 - Date on which the contract was accepted.
 - Name, address and contact details of the government institution.
 - Value of the contract.
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number Closing date:.....

Name of bidder.....

Postal address

.....

Signature..... Name (in print).....

Date.....

Js475wc

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 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)

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shall be awarded for:

- (a) Price; and
- (b) Specific Goals

1.4 The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
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) “**black people**” is a generic term which means Africans, Coloureds and Indians—

- a) who are citizens of the Republic of South Africa by birth or descent; or
- b) who became citizens of the Republic of South Africa by naturalisation—
 - i) before 27 April 1994; or
 - ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date;

(b) “**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;

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

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

(e) “**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

(f) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and

(g) “**women**” means a person of female gender who is a citizen of the Republic of South Africa.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

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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 points is allocated for price on the following basis:

80/20

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = 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.

The specific goals allocated points in terms of this tender	Maximum number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
---	---	---

Enterprises owned by Black People:

- c) **12 points:** 91% - 100% ownership by black people.
- d) **10 points:** 75% - 90% ownership by black people.
- c) **8 points:** 51% to 74% ownership by black people.
- d) **4 points:** for 50% and lower ownership by black people.
- e) **0 points** for no ownership by black people.

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Enterprises owned by Women:

- b) **8 points:** 91% - 100% ownership by women.
- b) **6 points:** 75% - 90% ownership by women.
- c) **4 points:** 51% to 74% ownership by women.
- d) **2 points** for 50% and lower ownership by women.
- e) **0 points** for no ownership by women.

8

4.3 Tenderers must submit documents as valid proof to substantiate points claimed for specific goals, that should include amongst others the Shareholder Certificate/CIPC Company Registration Documents, certified copies of ID for directors, certified copy of B-BBEE certificate/sworn affidavit, CSD report and/or any other documentation.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.4 Name of company/firm.....

4.5 Company registration number:

4.6 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]

4.7 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: _____

Annexure B

(NRWDI)

SCM

Special Conditions of Contract

Special Conditions of Contract

General Notes

The purpose of this Special Conditions of Contract (SCC) is to:

- (i) Draw special attention to certain special conditions applicable to Bids, Contracts, Agreements and Orders of NRWDI; and
- (ii) To ensure that all bidders are familiar with the special provisions, requirements and conditions that will be applicable in the undertaking of the project and which will form part of the contract documentation and of which due cognisance must be taken in the bidding process.

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 (GCC) also forms part of all bidding documents and must be read in conjunction with this Special Conditions of Contract.

Whenever there is a conflict between the GCC and the SCC, the provisions in the SCC shall prevail.

1.1. Bid Submission

1.1.1. Bidders must deposit bids into a tender box located at:

**NECSA GATE 3
R104 ELIAS MOTSOLEDI STREET (CHURCH STREET WEST EXT)
PELINDABA; BRITS MAGISTERIAL DISTRICT, MADIBENG MUNICIPALITY
NORTH WEST, 0240**

Closing Date: **17 February 2026**

Closing time: **11:00 am**

1.2. Validity of Bids

- 1.2.1. Bidders are required to submit bids valid for 90 working days.

1.3. Clarification

- 1.4.1 All clarification requests must be made in writing to the email address stated in SBD 1, Part A, Invitation to bid.
- 1.4.2 Requests for clarification needed to evaluate bids and the bidder's responses will be made in writing.

1.4. Alterations of Bids

Bidders will not be requested or permitted to alter their bids after the deadline for receipt of bids, especially on the total price.

1.5. Completeness of Documentation

- 1.5.1. It will be ascertained whether bids:
- a. Have been properly signed and completed (especially the SBD Forms)
 - b. Are substantially responsive to the bidding documents
 - c. Have all the necessary documents attached
 - d. Are generally in order.
- 1.5.2. If a bid is not substantially responsive, that is, it contains material deviations from or reservations to the terms, conditions and specifications in the bidding documents, it will not be considered further.
- 1.5.3. The bidder will not be permitted to correct or withdraw material deviations or reservations once bids have been opened.

1.6. Rejection of all Bids

NRWDI reserves the right to reject all bids if and when deemed necessary. This is justified when there is lack of effective competition, or bids are not substantially responsive.

1.7. Associations between Bidders

- 1.7.1. Bidders may associate with each other to complement their empowerment credentials and their respective areas of expertise, or for other reasons. Such an association may be for the long term (independent of any particular assignment) or for a specific assignment. The association may take the form of a joint venture.
- 1.7.2. Bidders who do form a joint venture will agree on their terms and conditions and inform NRWDI of the details of such a joint venture in a joint venture agreement.

1.8. Location of NRWDI offices

Street Address	Postal Address
3 rd Floor, X Building NECSA, Pelindaba R104, Elias Motsoaledi Street Brits Magisterial District	Private Bag X1 Pretoria 0001

1.9. Project team to service NRWDI

Note that if changes are made to the Project team proposed in the tender after the bid has been awarded, this has to be approved by NRWDI first.

1.10. Value Added Tax (VAT)

According to the VAT Act, a business that makes a revenue of R1 million or higher in a year is required to pay VAT to the South African Revenue Services (SARS). All Non-VAT Vendors with a price of more than R1 million must include VAT in their pricing. Should a price of more than R1 million not include VAT, the ~~non~~VAT Vendor will solely be responsible for paying VAT to SARS and must not expect NRWDI to pay or assist in paying the VAT amount.

Annexure C

(NRWDI)

SCM

General Conditions of Contract

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

☐ The General Conditions of Contract will form part of all bid documents and may not be amended.

☐ Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
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15. Warranty
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17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
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27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices

- 32. Taxes and duties
- 33. National Industrial Participation Programme (NIPP)
- 34. Prohibition of restrictive practices

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 markets 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 ancillaries 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 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.

7.2 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 contract 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

21.1 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.

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.

General Conditions of Contract (revised July 2010)