

**NRWDI**

NATIONAL RADIOACTIVE WASTE  
DISPOSAL INSTITUTE



**Request for Proposal (RFP):**

**APPOINTMENT OF AN EIA  
PRACTITIONER FOR THE SITING OF  
A CENTRALISED INTERIM  
STORAGE FACILITY (CISF) FOR  
SPENT NUCLEAR FUEL**

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



NATIONAL RADIOACTIVE WASTE DISPOSAL INSTITUTE

NRWDI/SET/01-2023/24

**INVITATION TO BID**  
**BID NUMBER: NRWDI/SET/01-2023/24**

CLOSING DATE: **08 March 2024**

CLOSING TIME: **11h00**

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

BID DESCRIPTION:	APPOINTMENT OF AN EIA PRACTITIONER FOR THE SITING OF A CENTRALISED INTERIM STORAGE FACILITY (CISF) FOR SPENT NUCLEAR FUEL
BID NUMBER	<b>NRWDI/SET/01-2023/24</b>
DATE ISSUED	16 FEBRUARY 2024
CLOSING DATE & TIME	08 MARCH 2024 @ 11 AM
BRIEFING SESSION	NO BRIEFING SESSION

## INDEX

Section	Topic	page
1.	Terms of Reference	4-9
2.	SBD Forms	10-22
3.	Special Conditions of Contract	23-26
4.	General Conditions of Contract	27-36

### Index to Administrative Annexure

Annexure	Topic
A	SBD Forms
B	Special Conditions of Contract
C	General Conditions of Contract

# TERMS OF REFERENCE

## Table of Contents

1.	INTRODUCTION AND BACKGROUND .....	5
1.1	Project Background.....	5
1.2	Project Description.....	5
1.3	Project Scope.....	5
2.	PROBLEM STATEMENT .....	6
3.	SCOPE OF WORK .....	6
3.1	Service Provider Activities.....	6
3.2	Employer Activities.....	<b>Error! Bookmark not defined.</b>
4.	EXPECTED OUTPUTS AND OUTCOMES .....	6
4.1	Outputs .....	6
4.2	Outcomes .....	6
5.	TIME FRAME AND LOCATION .....	7
6.	MANDATORY REQUIREMENT .....	7
7.	EVALUATION PROCESS .....	7
7.1	Phase 1: Administrative Compliance Requirements.....	<b>Error! Bookmark not defined.</b>
7.2	Phase 2: Mandatory Requirement.....	7
7.3	Phase 3: Functionality.....	8
7.4	Phase 4: Price and BBEE .....	9
8.	REPORTING.....	<b>Error! Bookmark not defined.</b>
9.	PERFORMANCE MONITORING AND EVALUATION.....	<b>Error! Bookmark not defined.</b>
9.1	Definition of Key Performance Indicators .....	<b>Error! Bookmark not defined.</b>
10.	ASSUMPTIONS AND RISKS .....	<b>Error! Bookmark not defined.</b>
10.1	Key Beneficiaries .....	<b>Error! Bookmark not defined.</b>
10.2	Project Assumptions .....	<b>Error! Bookmark not defined.</b>
10.3	Risk Analysis.....	<b>Error! Bookmark not defined.</b>
11.	INTELLECTUAL PROPERTY.....	<b>Error! Bookmark not defined.</b>

## 1. INTRODUCTION AND BACKGROUND

### 1.1 Project Background

The National Radioactive Waste Disposal Institute (NRWDI) is mandated by the government of South Africa, through the NRWDI Act No.53 of 2008, to manage the disposal of radioactive waste on a national basis, including developing plans for long-term management of waste storage and disposal as well as establishing (i.e., planning, siting, designing, licensing, constructing and operating) storage and disposal facilities as may be required. One of such facilities is the Centralised Interim Storage Facility (CISF) for the long-term storage of spent nuclear fuel from the country's nuclear reactors. The facility is required at this stage of nuclear operations in the country as there is growing shortage of spent fuel storage capacity on the reactor sites. As a result, a CISF project has been initiated to address this and other long-term spent fuel management issues.

In 2017, the Minister in the Department of Mineral Resources and Energy (DMRE) established a CISF Project Steering Committee to provide oversight and advice on the project. Following the Ministerial authorisation in 2019, the Steering Committee tasked NRWDI with conducting the project in accordance with the guidelines of the Framework for Infrastructure Delivery and Procurement Management (FIDPM). The FIDPM specifies that a project is performed in 7 stages: (1) Prefeasibility, (2) Feasibility, (3) Design Development, (4) Design Documentation, (5) Works, (6) Handover and (7) Closeout. From the second (feasibility) stage, a gateway review is performed at the end of each stage for the approval of the associated stage deliverable.

### 1.2 Project Description

The CISF project is developed to address the anticipated shortfall in spent fuel storage capacity at the country's nuclear reactor sites and to provide for storage until the future destination is available.

The CISF is envisaged to be established on the site of the Vaalputs national radioactive waste disposal facility in the Northern Cape (Coordinates:30o07'53S 18o23'12'E). It will be designed, licensed, constructed and operated in accordance with the National Nuclear Regulator's (NNR) site-specific licensing provisions. The development of the CISF will include three phases: a pre-license application phase, a license application review phase, and an initial construction/pre-operations phase.

The purpose of the CISF is to provide safe and secure storage of spent fuel from the country's nuclear reactors with the aid of storage technologies (cask systems). The facility will be designed with a design life of 100 years to meet the following main requirements:

- To provide necessary free capacities for removal and storage of the spent fuel assemblies from nuclear reactors during operation and decommissioning;
- To ensure long-term storage of spent fuel for a period not less than 70 years.

### 1.3 Project Scope

The scope of work for the CISF project includes siting, design, licensing and construction and related activities. All these activities are executed in accordance with the FIDPM project framework and stages, which are prefeasibility, feasibility, design development, design documentation, works, handover and closeout. The scope further covers a contractual strategy for the procurement of spent fuel storage equipment and other storage facility subsystems (including storage pad/building, fencing, security and monitoring systems, etc.).

The project scope excludes the following:

- operation of the CISF and related requirements, plans and activities;
- development of transport infrastructure outside the CISF premises, as this is the responsibility of government and/or the spent fuel generators;

## **2. PROBLEM STATEMENT**

After completing a prefeasibility study, NRWDI must now proceed to the environmental impact assessment (EIA) stage of the CISF project. EIA is a systematic identification and evaluation of the potential impacts of the proposed CISF project and associated plans relative to physical-chemical, biological, cultural and socioeconomic components of environment. It is an important procedure for ensuring that the likely effects of the project on the environment are fully understood and taken into account before the project is allowed to go ahead. To facilitate the EIA process for the CISF establishment at the Vaalputs Radioactive Waste Disposal Facility site, an Environmental Assessment Practitioner (EAP) will be required, as a matter of legal requirement. An EAP is an individual responsible for the planning, management, coordination or review of environmental impact assessments, strategic environmental assessments and environmental management programmes.

## **3. SCOPE OF WORK**

### **3.1 Service Provider Activities**

The service provider – the Environmental Assessment Practitioner (EAP) – is expected to:

- 3.1.1 Conduct an EIA process including looking at alternatives at the Vaalputs site;
- 3.1.2 Consult the public, i.e., conduct a public participation process;
- 3.1.3 Assess the impact of the proposed project on the receiving environment of Vaalputs;
- 3.1.4 Prepare a Scoping Report and an EIA report;
- 3.1.5 Facilitate obtainment of Environmental Authorisation (i.e., a Record of Decision) by completing the requisite studies before submitting/lodging the EIA application;
- 3.1.6 Submit or lodge the EIA application with the Department of Fisheries, Forestry and Environment (DFFE);
- 3.1.7 Produce an EIA report.

## **4. EXPECTED OUTPUTS AND OUTCOMES**

### **4.1 Outputs**

The following outputs are expected from this contract spanning:

- 4.1.1 A draft scoping report by the service provider at the end of the 4th month (of the contract duration) or earlier. This report must include the project background and overview as well as a description of the purpose and need for the project.
- 4.1.2 An interim report by the service provider at the end of the 8th month (of the contract duration) or earlier. This report must provide a comprehensive description of all the alternatives that were fully considered in addressing the purpose and need stated above. It should also list those alternatives that were considered but dismissed and provide the reasons for dismissal.
- 4.1.3 An interim report by the service provider at the end of the 14th month (of the contract duration) or earlier. This report must include detailed assessment of affected

environments and potential impacts of the alternatives considered on the environment.

- 4.1.4 A final approved report by the service provider end of the 18th month (of the contract duration) or earlier. This report must be a consolidation of the above reports, additional information as well as conclusions and recommendations. It must also form part of the submission or lodgement of the EIA application with Department of Forestry, Fisheries and Environment (DFFE).

## 4.2 Outcomes

A comprehensive EIA report that will enable decision making for the CISF project to move forward to the next stages. The report must be submitted in Microsoft Office Word, MS Projects, Visio for graphics and a Powerpoint presentation format for the EIA report.

## 5. TIME FRAME AND LOCATION

The study is expected to start on 1<sup>st</sup> April 2024 and be completed on 30<sup>th</sup> October 2025. The reports will be delivered at the NRWDI head office at Pelindaba in Pretoria.

## 6. EVALUATION CRITERIA

### 6.1 Phase 1: Mandatory Requirements

#### 6.1.1 The following mandatory requirements will be applicable at the closing stage of the bid:

- Bid documents must respond to the terms of reference or bid according to the requirements of the bid.
- Bid documents must be deposited into the tender box before the closing date and time.
- 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.
- Tender documents should not be sent to any NRWDI employee, it will not be opened or considered for evaluation.
- The service provider must be registered with a professional regulatory body, i.e., Engineering Council of South Africa (ECSA); South African Council for the Natural Scientific Professions (SACNASP) or other recognised bodies in the field of science, engineering and technology.

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

- Bidders must have a compliant tax status.
- Bidders must not appear on the Database of Restricted Suppliers and the register for Tender Defaulters from National Treasury.

**Failure to comply with the mandatory requirements on 6.1.1 and 6.1.2 will lead to the disqualification of your bid.**

## 6.2 Phase 2: Functionality

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 70% threshold** of the total weight (100%) of the functionality criteria. The functionality criteria are set and described as follows:

Criteria		Weight (%)		
<b>Criterion 1:</b> Service provider's experience on successfully completed EIA projects.		<b>30</b>		
Demonstrated experience and/or record of performing studies/projects on EIA for the siting of a nuclear facility. Tabulate and/or categorise the studies/projects carried out on this subject in the past (and list/attach associated evidence/references/ attach client letter signed). Points will be allocated to a limit as follows:				
<b>1.2</b>	1 to 3 successfully completed EIA Projects			20
<b>1.3</b>	4 to 5 successfully completed EIA projects			25
<b>1.4</b>	More than 5 successfully completed EIA projects			30
<b>Criterion 2:</b> Study Approach and Work Plan		<b>40</b>		
Demonstrated relevant technical approach, methodology and work plan addressing the scope of work for the required EIA study and compatibility of the methodologies to the approach. This criterion is constituted by the following sub-criteria with allocated point-scoring scale:				
<b>2.1</b>	Methodology and strategy to be adopted for the execution of the study, specifically tailored to addressing the characteristics, objectives and requirements of the study, and reflecting outstanding knowledge of state-of-the-art approaches, methodologies and/or tools (0 = poor i.e. nothing relevant; 5 = vague; 10 = adequate; 20 = comprehensive i.e. relevant issues explained with maximum clarity at all levels)			20
<b>2.2</b>	Work plan outlining a set of goals and processes by which to accomplish those goals, offering a better understanding of the defined scope of the study and providing tangible, actionable outcomes that are specific, measurable, achievable, relevant and time-bound (0 = poor i.e. nothing relevant; 5 = vague; 10 = adequate; 20 = comprehensive i.e. relevant issues explained with maximum clarity at all levels)	20		
<b>Criterion 3:</b> key personnel qualification and experience and track record (attach profiles/ CVs of project leader and key staff to be assigned to the project)		<b>30</b>		
Demonstrated adequacy for responding to the defined scope of work for the required EIA study. Points will be allocated as follows for every substantive input :				
<b>3.1</b>	Relevant engineering/science qualifications and skills substantiated by CVs and accredited certificates (PhD/Masters degree(s) = 15 points; 4-year/Hons degree(s) = 10 points; 3-year degree(s) = 7 points; 3-year diploma(s) = 5 points; certificate(s) = 3 points)			15
<b>3.2</b>	Key scientific staff's combined years of experience in EIA projects: 0 years' experience = 0; 1-5 years of experience = 10; 10 and above years of experience = 15. (Proof attached)			15
<b>Total</b>		<b>100</b>		



**6.3 Phase 3: Price and Specific Goals**

6.3.1 The final stage of evaluation will be Price and Specific Goals, where the 80/20 preference point system shall be applied.

**6.3.2 THE 80/20 PREFERENCE POINT SYSTEM**

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

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

Where

P<sub>s</sub> = Points scored for price of bid under consideration

P<sub>t</sub> = Price of bid under consideration

P<sub>min</sub> = Price of lowest acceptable bid

6.3.4 A maximum of 20 points is allocated for specific goals on the following basis:

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)
<p><b>Enterprises owned by Black People:</b></p> <p>a) <b>12 points:</b> 91% - 100% ownership by black people.                      b) <b>10 points:</b> 75% - 90% ownership by black people.                      c) <b>8 points:</b> 51% to 74% ownership by black people.                      d) <b>4 points</b> for 50% and lower ownership by black people.                      e) <b>0 points</b> for no ownership by black people.</p>	12	
<p><b>Enterprises owned by Women:</b></p> <p>a) <b>8 points:</b> 91% - 100% ownership by women.                      b) <b>6 points:</b> 75% - 90% ownership by women.                      c) <b>4 points:</b> 51% to 74% ownership by women.                      d) <b>2 points</b> for 50% and lower ownership by women.                      e) <b>0 points</b> for no ownership by women.</p>	8	

The bidder that will score the highest points will be recommended for the award as required by the Preferential Procurement Regulations, 2022.

The contract between NRWDI and the successful bidder will be governed by the General Conditions of Contract from National Treasury.

## **7. REPORTING**

Reporting will be done in a form of a project progress report which is useful for keeping record of the past event, actions, decisions and crucial activities of the project. It gives a summary of the completed tasks in a project, as well as an update on the budget and project timeline. The project progress report will be produced weekly and should be discussed at project meetings that will be held twice a month.

## **8. PERFORMANCE MONITORING AND EVALUATION**

### **Definition of Key Performance Indicators**

The key performance indicators will be determined by a number of factors, delivery of CISF Environmental Impact Assessment (EIA) report.

## **9. ASSUMPTIONS AND RISKS**

### **9.1 Key Beneficiaries**

- National Radioactive Waste Disposal Institute
- NRWDI Board of Directors
- NRWDI Board Technical Operations Committee
- Department of Mineral Resources and Energy
- CISF Project Steering Committee
- Vaalputs surrounding communities.

### **9.2 Project Assumptions**

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

### **9.3 Risk Analysis**

- Timeframe for funds/budget approval.
- Service provider not adhering to timelines.
- Change in project scope.
- Lack of ancient site data.

## **10. INTELLECTUAL PROPERTY**

- 10.1 The CISF EIA report will be solely owned by NRWDI.
- 10.2 The successful service provider/s will be required to sign a confidentiality agreement as part of the contract.
- 10.3 Copyright of all materials will belong to NRWDI.
- 10.4 Copyright of information obtained through the course of the assignment will be the property of NRWDI and may not be sold or re-produced by the service provider/s without the prior permission of NRWDI.
- 10.5 All reports, collateral, photographic and audiovisual material developed are the property of NRWDI and are to be used or distributed only with the permission of NRWDI.

## **11. TERMS AND CONDITIONS**

- 11.1 All costs and expenses incurred by the potential bidder relating to their bid will be borne by each respective bidder. NRWDI is not liable to pay such costs and expenses or to reimburse or compensate bidders in the process under any circumstances, including the rejection of any bid or the cancellation of this project.
- 11.2 NRWDI may require responsive bidders to present and discuss their bids in person.
- 11.3 NRWDI reserves the right to enter into negotiations with one or more bidders associated with this bid.
- 11.4 NRWDI reserves the right not to make any award from the bids submitted.
- 11.5 Bidders shall not issue any press release or other public announcement pertaining to details of their bid without the prior written approval of NRWDI.
- 11.6 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.
- 11.7 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.
- 11.8 Any and all evaluated bid documents shall become the property of NRWDI and shall not be returned.
- 11.9 The bid offers and proposals should be valid and open for acceptance by NRWDI for a period of 90 days from the date of submission.
- 11.10 Bidders are advised that submission of a proposal gives rise to no contractual obligations on the part of NRWDI.

- 11.11 NRWDI reserves the right not to award the bid to the bidder that scores the highest points.
- 11.12 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.
- 11.13 All returnable bid documents must be completed in full and submitted together with the bidder's proposal in particular the following documents:
- 11.13.1 Completed SBD1: Invitation to bid Part A and Part B
  - 11.13.2 Completed SBD 3.3: Pricing Schedule
  - 11.13.3 Completed SBD 4: Declaration of Interest
  - 11.13.4 Completed SBD 6.1: Preference Points claim form
- 11.14 The successful bidder will be subjected 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.
- 11.15 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.
- 11.16 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.
- 11.17 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.

**Annexure A**

**(NRWDI)**

**SCM**

***Standard 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/SET/01-2023/24	CLOSING DATE:	<b>08 /03 /2024</b>	CLOSING TIME:	11H00
-------------	----------------------	---------------	---------------------	---------------	-------

DESCRIPTION APPOINTMENT OF AN EIA PRACTITIONER FOR THE SITING OF A CENTRALISED INTERIM STORAGE FACILITY (CISF) FOR SPENT NUCLEAR FUEL

**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]		<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
		<input type="checkbox"/> No			<input type="checkbox"/> 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		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		<input type="checkbox"/>	A REGISTERED AUDITOR		
			NAME:		

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED]**

<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ANSWER PART B:3 BELOW ]</p>
<p><b>SIGNATURE OF BIDDER</b></p>	<p>.....</p>	<p><b>DATE</b></p>	
<p><b>CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</b></p>			
<p><b>TOTAL NUMBER OF ITEMS OFFERED</b></p>		<p><b>TOTAL BID PRICE (ALL INCLUSIVE)</b></p>	
<p><b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b></p>			
<p>DEPARTMENT/ PUBLIC ENTITY</p>	<p>NRWDI</p>		
<p>CONTACT PERSON</p>	<p>SHANDUKANI MOSES</p>		
<p>TELEPHONE NUMBER</p>	<p>012 305 6160</p>		
<p>FACSIMILE NUMBER</p>	<p>NA</p>		
<p>E-MAIL ADDRESS</p>	<p>Moses.Shandukani@NRWDI.org.za</p>		

**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..... 2023/24	Bid number... NRWDI/SET/01 –
Closing Time 11:00	Closing date 08 March 2024

1. OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.
2. The accompanying information must be used for the formulation of proposals.
3. Bidders are required to indicate a Total bid price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

<b>ACTIVITY DESCRIPTION</b>	<b>TOTA BID PRICE (ALL APPLICABLE TAXES INCLUDED AND IN RSA CURRENCY)</b>
Conduct an EIA process, including looking at alternatives at the Vaalputs site.	R
Consult the public, i.e conduct a public participation process.	R
Assess the impact of the proposed project on the receiving environment of Vaalputs.	R
Prepare a Scoping report and an EIA report.	R
Facilitate obtainment of Environmental Authorisation (i.e., a Record of Decision) by completing the requisite studies before submitting/lodging the EIA application	R
Submit or lodge the EIA application with the Department of Fisheries, Forestry and Environment (DFFE);	R
Produce an EIA report	R
Any Other cost ( if applicable)	R

**Total bid price for the entire project inclusive of all cost and applicable taxes**

R

- Required by: The National Radioactive Waste Disposal Institute

- At:

3<sup>rd</sup> 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

**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 interest<sup>1</sup> 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**

<sup>1</sup> 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 consortium<sup>2</sup> 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

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

## SBD 6.1

### 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) shall be awarded for:

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

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

	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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**

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = 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

- Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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)
<b>Enterprises owned by Black People:</b> c) <b>12 points:</b> 91% - 100% ownership by black people. d) <b>10 points:</b> 75% - 90% ownership by black people. c) <b>8 points:</b> 51% to 74% ownership by black people. d) <b>4 points</b> for 50% and lower ownership by black people. e) <b>0 points</b> for no ownership by black people.	12	

**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**

***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: **08 March 2024**

Closing time: **11:00 am**

## **1.2. Validity of Bids**

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

## **1.3. Two-stage Bidding**

1.3.1. For this bid, a two-stage bidding procedure will be used, under which first technical submissions are evaluated. The price proposal will only be considered after the technical content has been confirmed as being competent and compliant.

1.3.2. Only suppliers who meet the minimum of 80% on desktop evaluation and 80% on demo-based evaluation, both under functionality evaluation will be considered for further evaluation.

## **1.4. 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.

## **1.5. 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.

## **1.6. Completeness of Documentation**

1.6.1. 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.

1.6.2. 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.

1.6.3. The bidder will not be permitted to correct or withdraw material deviations or reservations once bids have been opened.

### 1.7. 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.

### 1.8. Associations between Bidders

- 1.8.1. 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.
- 1.8.2. 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.

### 1.9. Location of NRWDI offices

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

### 1.10. 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.

### 1.11. Value Added Tax (VAT)

According to the VAT Act, a business that makes a revenue of R1 million or higher in 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
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices

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

## 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 any thing of value to influence the action of a public official in the procurement process or in contract execution.

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

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

1.7 "Day" means calendar day.

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

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

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

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

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

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to



establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

## **2. Application**

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

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

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

### **3. General**

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://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 contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## **21. Delays in the supplier's performance**

21.1 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.

Js General Conditions of Contract (revised July 2010)