REQUEST FOR QUOTATION

RFQ NO.	NNRNTNRFQ-01-2026
CLOSING DATE AND TIME	29 JULY 2026 at 11h00 (am)
DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP TRAINING MATERIAL TO BE USED AS PART OF THE NNR INSPECTOR QUALIFICATION PROGRAMME.**
RFQ VALIDITY PERIOD	90 days (from closing date)
SUBMISSION OF PROPOSAL	Proposal may be e-mailed to Lnkosi@nnr.co.za &Smavundla@nnr.co.za or delivered at: NNR Office, Block G, Eco Glades Office Park, 420 Witch Hazel Avenue, Eco Park, Centurion
SCM enquiries: Contact Person: Sanelisiwe Mavundla & Lindiwe Nkosi Tel: 012 674-7100 e-mail: Lnkosi@nnr.co.za & SMavundla@nnr.co.za	**Technical enquiries:** Contact Person: Thiagan Pather Tel: (012) 674 7100

caring excellence integrity openness & transparency teamwork safety & security

Non-Restricted

DETAILS OF THE BIDDER

Name of bidder	
Registration number	
Tax Reference number *	
SARS Tax Pin Number *	
National Treasury Central Supplier Database (CSD) Supplier number *	
BBBEE Level contribution *	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

SIGNATURE OF BIDDER:____

DATE:____

**Mandatory

SECTION 1

CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Bidders are required to adhere to the following instructions.

- Tick in the relevant block below.
- Use the prescribed sequence in attaching the annexures when completing the RFQ Document.
- Ensure that the following documents are completed and signed where applicable:

NB: Should any of these documents not be included, the bidders **may** be disqualified based on non-compliance.

DOCUMENT DESCRIPTION	YES	NO
Section 1: Checklist of compulsory returnable schedules and documents		
Section 2: Special instructions, Conditions of the bid, undertaking and obligations of the bidder		
Section 3: Terms of reference		
Section 3.1 Design brief Annexures		
Section 4: Price proposal		
Section 5: Evaluation and selection process		
Annexures		
Annexure 1: SBD 4 – Declaration of interest		
Annexure 2: SBD 6.1 - Preferential Procurement Regulation 2022		
Annexure 3: General Conditions of Contract		

SECTION 2

SPECIAL INSTRUCTIONS AND CONDITIONS OF THE RFQ

1. Under no circumstances whatsoever may the bid/RFQ forms be retyped or redrafted.
2. The bidder is advised to check the number of pages and to satisfy themself that none are missing or duplicated.
3. Bids/Proposals submitted must be complete in all aspects of the bid. Bids/Proposals will only be considered if correctly completed and accompanied by all relevant and /or necessary applicable information.
4. Bids/Proposals shall be lodged at the address or e-mailed not later than the closing date and time specified and in accordance with the directives in the bid documents.
5. Use of correcting fluid or erasable pencil is prohibited.
6. NNR reserves the right to reject all responses submitted by bidders and to embark on a new bid/RFQ process.
7. A Service Level Agreement will be signed with the successfully bidder.
8. The NNR at its own discretion may vary the scope of this bid/RFQ to include or exclude more scope/work. In the case of the latter the bidder will not be entitled to claim for work not required.
9. Commencement of work shall be subject to receipt of an official purchase order and conclusion of the Service Level Agreement (where applicable).
10. The NNR will only commence the payment process after receipt of a bill of costs and/or invoice from the bidder and after such has been approved by the client division as representing the services rendered for the project.
11. Payments of invoices will be settled within 30 days from receipt of a correct and original invoice. No upfront payments will be made; the successful bidder will only be paid after the services have been rendered. All payments will be made by the NNR ONLY through electronic bank transfer into a banking account of the successful bidder.

12. The NNR will not be liable for any expenses incurred by the bidder(s) during the biding process.

13. Under no circumstance will the NNR return proposals received and /or submitted in any format. These proposals shall be kept confidential for internal consideration.

14. The NNR reserves the right to:

15.1 To amend any bid/RFQ conditions, specifications, terms of reference, extend the validity period or extend the closing date of the bid/RFQ.

15.2 Not to accept the lowest bid or any bid part or in whole. The NNR may award the bid to the bidder who proves to be capable of handling the services and whose bid is technically acceptable and/or financially advantageous to the NNR.

14.3 To award this bid as a whole or in part without furnishing reasons.

14.4 To extend/decrease the scope of work relating to this bid/RFQ to include any of its affiliates if required. The implication of the scope changes (if any) will be subject to negotiations between the NNR and the successful bidder.

14.5 To cancel and/or terminate the bid/RFQ process at any stage, including after the closing date and/or after presentations have been made, and/or after bids have been evaluated and/or after shortlisted bidders have been notified of their status.

14.6 To conduct site inspections and or due diligence, or explanatory meetings in order to verify the nature and quality of services offered by the bidder. This will be done before/or after adjudication of the bid. The site inspection and or due diligence will be carried out with shortlisted bidders only. (where applicable)

14.7 The NNR may request written clarification or further information regarding any aspect of the proposal. The bidder/s must supply the requested information in writing within two (2) working days after the request has been made, otherwise the proposal may be disqualified.

14.8 To contact references to obtain information (where applicable).

14.9 Should the parties at any time before and/or after the award of the bid/RFQ and prior to, and /or after issuing an appointment letter or purchase order fail to agree on any significant service, price, change in terms of reference or change in services etc., the NNR shall be entitled to recall the letter of appointment or purchase order and cancel the award by giving the bidder a written notice of such.

14.10 Negotiate rates submitted by bidders.

14.11 Such cancellation shall mean that the NNR reserves the right to award the same proposal to the next best bidder as it deems fit.

14.12 The successful bidder must ensure that all personnel working under this contract are suitably experienced prior to the commencement of services and remain in the project for the duration of the contract.

14.13 The General Conditions of Contract will apply for this bid/RFQ.

2. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

2.1 The NNR reserves the right to disqualify any bidder who;

2.1.1 engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder or company / business in respect of the subject matter of this bid/RFQ;

2.1.2 Bidders who seek or obtain the assistance from employees, contractors, or advisors of the NNR in the preparation of their responses.

2.1.3 Bidders must familiarise themselves with the implications of contravening the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004 and any other relevant legislation.

3. NOTICE TO BIDDERS

3.1 The NNR calls on all service providers/ bidders not to be lured into tender (bid) fraud scam which requires upfront payment in doing business with the NNR.

3.2 The NNR would like to clearly state that service providers/bidders are not expected to pay any fee upfront to be awarded a tender (bid).

3.3 Service providers / bidders are urged to remain vigilant to the tender (bid) scam and any other scams. On suspicions of such, service providers/ bidders are advised to report it to law enforcement agencies and /or the NNR SCM or Legal Services officials.

4. UNDERTAKING AND OBLIGATION OF THE BIDDER

4.1 The successful bidder may, upon receipt of written notification of an award, be required to conclude a Service Level Agreement (SLA) with the NNR, which will form an integral part of the service provider's agreement. The SLA will serve as a tool to measure, monitor and assess the service provider's performance level and ensure effective delivery of service, quality and value-add business for the NNR.

4.2 The successful bidder shall render all or any of the services described in the attached documents on NNR terms and conditions and in accordance with the terms of reference stipulated in the bid document (which shall be taken as part of, and incorporated into bid proposal)

4.3 The bidder shall prepare possible presentation should the NNR require such and the bidder shall be notified thereof in time before the actual presentation date.

4.4 The bidder hereby agrees that the offer herein shall remain binding upon receipt of acceptance by the NNR during the validity period indicated and calculated from the closing date of the bid; this offer and its acceptance shall be subject to the terms and conditions in this bid document.

4.5 The bidder shall confirm their satisfaction to the correctness and validity of the bid response that the price/s quoted cover all the work/items(s) specified in the bid response document and that the price(s) cover all obligations under a resulting contract, and he/she accept that any mistake regarding price(s) and calculations will be at their own risk.

4.6 The bidder accepts full responsibility for the proper execution and fulfillment of all obligations and conditions arising under this agreement as the main fulfillment liable due to this contract.

5. LEGISLATIVE FRAMEWORK OF THE BID

5.1 Tax Legislation

5.1.1 Bidder(s) must be compliant when submitting a proposal to the National Nuclear Regulator and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

5.1.2 It is a condition of this bid that the tax matters of the successful bidder are in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder’s tax obligations.

5.1.3 The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.

5.1.4 It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an on-going basis during the tenure of the contract disclose the bidder’s tax compliance status and by submitting this bid such confirmation is deemed to have been granted.

5.1.5 Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder’s tax compliance status through the Central Supplier Database.

5.1.6 Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

5.1.7 Bids received from bidders with a non- compliant tax status may be disqualified with failure to update the Tax Status within 7 days.

5.3 Technical Legislation and/or Standards

5.3.1 Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services.

6. COUNTER CONDITIONS

The Bidder's attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

7. COMPANY VETTING

The successful bidder(s) may be subjected to a security screening /or vetting process by the State Security Agency at any stage during the contract. If the results thereof are negative and/or unfavourable and/or have a material or adverse effect to the carrying out of the contract, the NNR shall be entitled to immediately cancel the contract in writing.

SECTION 3: TERMS OF REFERENCE

1. INTRODUCTION

1.1 The National Nuclear Regulator (NNR) is a public entity which is established and governed in terms of Section 3 of the National Nuclear Regulator Act, (Act No 47 of 1999) to provide for the protection of persons, property and the environment against nuclear damage through the establishment of safety standards and regulatory practices.

2. PURPOSE AND BACKGROUND

2.1 The NNR has embarked on a project to develop comprehensive training material to be used as part of the NNR Inspector qualification programme.

2.2 The NNR requires a service provider to develop detailed training and associated supporting material for the following;

Annexure A:	Module 2	**AUTHORITY OF REGULATION: UNDERSTANDING AND APPLYING NNR INSPECTOR POWERS**
Annexure B:	Module 3	**BUILDING TRUST & UNDERSTANDING STAKEHOLDERS IN NUCLEAR REGULATION**
Annexure C:	Module 4	**THE LEGAL COMPASS - NAVIGATING REGULATORY COMPLIANCE**
Annexure D:	Module 5	**NNR'S STRATEGIC COMPASS - STAYING ALIGNED WITH CURRENT PRIORITIES**
Annexure: E	Module 8	**THE GRADED APPROACH IN PRACTICE - SMART REGULATION FOR NNR INSPECTORS**
Annexure F:	Module 9	**UPHOLDING INTEGRITY - IDENTIFYING, AVOIDING CONFLICTS OF INTEREST, AND PREVENTING MALPRACTICE FOR NNR INSPECTORS**
Annexure G	Module 10	**COLLABORATIVE REGULATION - PLANNING AND CONDUCTING JOINT INSPECTIONS WITH LAW ENFORCEMENT AND BORDER CONTROL AGENCIES**
Annexure H:	Module 12	**INFORMATION TO INSIGHT: MASTERING REGULATORY DATA COLLECTION, ANALYSIS & CONCLUSION DEVELOPMENT**
Annexure I:	Module 13	**EVIDENCE MASTERY - GATHERING, MANAGEMENT, AND DOCUMENTATION FOR NNR INSPECTORS**

3. SCOPE OF WORK

3.1 The successful service provider will be expected to develop a training course ,material aligned with the training design brief as attached in the annexures

3.2 Present the training to a class of 50 learners

4. REQUIREMENTS

4.1 The successful service provider will be required to develop

(i) learner material, including learner manual.

(ii) PowerPoint slides for presentation of learning material to the learners

(i) assessor guide and assessments.

(ii) facilitator guide.

4.2 Provide a separate quotation(s) for each training indicating the hourly rate and the total cost for the development of the training course and supporting documents.

4.3 The quotation(s) for each training should also include the breakdown of the costs for the following:

4.3.1 First consultation.

4.3.2 Debriefing consultation.

4.4.3 Presentation of the pilot training

4.4 Development of the training course and supporting material must be completed by 14 November 2026.

4.5 Presentation of the training will be in 2027. The dates will be discussed and scheduled between the NNR and the successful service provider.

4.6 The training venue will be provided by the NNR.

4.7 The successful bidder will only be remunerated for the actual hours worked, and under no circumstances shall the total payment exceed the amount specified in the Purchase Order.

4.8 The bidder may be invited to a non-compulsory briefing for additional information.

4.9 The quotation must also include a contingency amount as a separate line item.

4.10 The lead person dealing with the matter should have a minimum of ten (10) years' experience in administrative and constitutional law. Experience in Nuclear law would be an added advantage.

4.11 The profile and the CV of the lead person must be submitted together with the proposal/quotation.

5. Proposals that fail to provide the above information will be deemed to be non-responsive and will not be considered.

SECTION 3.1 DESIGN BRIEFS

ANNEXURE A

DESIGN BRIEF FOR MODULE 2

THE AUTHORITY OF REGULATION: UNDERSTANDING AND APPLYING NNR INSPECTOR POWERS

Target Audience: All **NNR Inspectors**, particularly critical for new inspectors, but also highly relevant for experienced inspectors to reinforce proper application of powers and ensure legal defensibility.

Duration: 2 Days (16 hours total)

Overall Goal: To equip **NNR inspectors** with a comprehensive and practical understanding of their **statutory powers**, duties, and responsibilities as enshrined in the **National Nuclear Regulator Act (No. 47 of 1999)**, ensuring that all regulatory actions are conducted lawfully, ethically, and effectively to uphold the NNR's mandate for nuclear and radiation safety and security.

Day 1: Foundations of Inspector Powers and Duties (8 Hours)
Morning Session (09:00 - 13:00):

SUBMODULE - 1: Legal Basis of Inspector Powers (3 hours)

(1) **Objective:** To establish the foundational legal principles that underpin the authority of **NNR inspectors**.

(2) **Specific Outcomes:**

(a) Participants will be able to identify and cite the relevant sections of the NNR Act (No. 47 of 1999) that grant powers to NNR inspectors.

(b) Participants will be able to explain the concept of delegated authority as it applies to inspector powers.

(c) Participants will be able to describe the limitations and legal protections associated with their powers.

(3) **Assessment Criteria:**

(a) In a written quiz, participants correctly identify the NNR Act sections pertaining to entry, inspection, and questioning powers (e.g., Section 29, 30).

(b) Participants accurately explain, in a short response, how inspector powers are derived from the Act and delegated by the NNR CEO.

(c) Participants correctly identify at least two legal protections and one limitation on inspector powers in a multiple-choice or short-answer question.

(4) Content:

(a) Delegated Authority: Understanding that inspector powers are derived from the NNR Act and delegated by the CEO/Board.

(b) Statutory Powers vs. Individual Authority: Differentiating between the legal powers conferred by the Act and the individual inspector's mandate.

(c) Sections 29 to 32 of the NNR Act: Detailed review of powers related to:

(i) Entry and Inspection of premises.

(ii) Asking questions and receiving answers.

(iii) Examining documents and records.

(iv) Taking samples and measurements.

(v) Taking photographs and recordings.

(vi) Issuing enforcement actions.

(d) Legal Protections for Inspectors: Understanding indemnities and protection against personal liability when acting in good faith.

(e) Limitations on Powers: Recognising the boundaries of authority (e.g., scope of authorisation, constitutional rights).

(5) Activity**:** "Act Scrutiny": Small groups review relevant sections of the **NNR Act** and identify specific phrases that grant powers or impose duties on inspectors.

SUBMODULE - 2: Duties and Responsibilities of an Inspector (2 hours)

(1) **Objective:** To clearly articulate the core duties and responsibilities accompanying the statutory powers of an **NNR inspector**.

(2) **Specific Outcomes:**

(a) Participants will be able to list the key duties and responsibilities of an NNR inspector, including adherence to ethical standards.

(b) Participants will be able to explain the importance of confidentiality, accurate documentation, and timely reporting.

(c) Participants will demonstrate an understanding of the NNR Code of Conduct in practical scenarios.

(3) **Assessment Criteria:**

(a) Participants correctly list at least five core duties of an NNR inspector (e.g., duty to act lawfully, to ensure safety, to document, to maintain confidentiality, to report).

(b) In an ethical dilemma discussion, participants correctly identify the duty-bound response to a given scenario, justifying their answer based on NNR principles and code of conduct.

(4) Content:

- **Duty to Act Lawfully and Ethically:** Adherence to the **NNR Code of Conduct**, professionalism, impartiality.
- **Duty to Ensure Safety:** Prioritising safety during inspections (inspector safety and authorisation holder operations).
- **Duty to Document:** Meticulous record-keeping, accurate reporting, chain of custody for evidence.
- **Duty to Maintain Confidentiality:** Protecting sensitive information (e.g., proprietary, security, personal data under **POPIA**).
- **Duty to Report:** Timely and accurate reporting of findings, incidents, and enforcement recommendations.
- **Duty to Continuously Learn and Develop:** Keeping abreast of technical and regulatory changes.

(5) **Activity:** "Ethical Dilemma Discussion": Present short scenarios posing ethical or procedural dilemmas. Participants discuss the appropriate duty-bound response.

Afternoon Session (14:00 - 17:00):

SUBMODULE - 3: Practical Application of Entry and Inspection Powers (3 hours)

(1) **Objective:** To provide practical guidance on properly exercising the power of entry and conducting an inspection.

(2) **Specific Outcomes:**

(a) Participants will be able to correctly apply the NNR's protocol for entry onto authorised premises.

(b) Participants will be able to present their identification and state the purpose of the inspection professionally.

(c) Participants will be able to articulate the appropriate steps when faced with initial obstruction or refusal of entry.

(3) **Assessment Criteria:**

(a) During a role-play simulation of an inspection entry, participants correctly present their NNR identification and verbally state the purpose of the inspection to a mock authorisation holder representative.

(b) In the role-play, participants demonstrate the correct initial procedural steps (e.g., informing management, documenting refusal) when faced with a simulated refusal of entry.

(4) **Content:**

- **Right of Entry:** When and how it applies (with/without warrant, authorised premises vs. suspected illegal activities).
- **Identification:** Proper presentation of inspector identification.
- **Notification to Entity:** Who to inform, how to present the purpose of the inspection.
- **Scope of Inspection:** Staying within the defined scope, but adapting to new findings.
- **Documentation during Entry:** Recording time, personnel present, initial observations.
- **Dealing with Obstruction/Refusal of Entry:** Procedural steps, escalation, legal implications.

(5) **Activity: "Entry Protocol Role-Play":** Participants role-play an inspection entry, including presenting ID, informing the authorisation holder, and handling a scenario where access is initially denied or questioned.

Day 2: Advanced Application of Powers and Managing Challenges (8 Hours)
Morning Session (09:00 - 13:00):

SUBMODULE - 4: Practical Application of Information and Evidence Gathering Powers (4 hours)

(1) **Objective: To** master the powers related to gathering various forms of information and evidence during an inspection.

(2) **Specific Outcomes:**

(a) Participants will be able to effectively ask questions and obtain necessary information from authorisation holder personnel.

(b) Participants will be able to correctly examine, copy, and manage documentary evidence, including digital records.

(c) Participants will be able to describe the proper procedures for taking samples, measurements, photographs, and recordings as evidence.

(3) **Assessment Criteria:**

(a) In a scenario-based exercise, participants accurately identify three types of information/evidence they would gather to investigate a specific non-compliance (e.g., a suspected breach of a safety limit).

(b) Participants correctly describe the required steps for documenting the collection of a physical sample or securing a copy of a crucial document, including chain of custody considerations.

(4) **Content:**

(a) Asking Questions and Receiving Answers: Techniques for effective questioning, legal obligation of interviewees.

(b) Examining and Copying Documents: What documents can be requested, how to manage sensitive/privileged documents, certified copies, digital records.

(c) Taking Samples and Measurements: Protocols for collection, labelling, preservation, chain of custody (linking to Evidence Management course).

(d) Taking Photographs and Recordings: Permissible scope, documentation, privacy considerations.

(e) Power to Seize (Limited Context): When and how NNR inspectors may seize items (e.g., dangerous sources) vs. SAPS seizure powers.

(f) Legal Weight of Different Evidence Types: Understanding the hierarchy.

(5) **Activity:** "Evidence Collection Scenario": Participants are given a scenario (e.g., a suspected breach of a safety limit). They must identify what information/evidence they would gather using their powers, and how they would do so legally and ethically.

Afternoon Session (14:00 - 17:00):

SUBMODULE - 5: Issuing of Enforcement Actions (3 hours)

(1) **Objective:** To **understand** the power to issue Enforcement Actions and the relationship between inspection findings and formal enforcement actions.

(2) **Specific Outcomes:**

(a) Participants will be able to explain the legal basis and criteria for issuing enforcement actions under the NNR Act.

(b) Participants will be able to draft clear, specific, and legally defensible enforcement actions based on inspection findings.

(c) Participants will understand how enforcement actions relate to the NNR's broader enforcement policy and the authorisation holder's right to appeal.

(3) **Assessment Criteria:**

(a) Participants draft a formal enforcement action based on a provided non-compliance scenario, ensuring it is clear, specific, and legally defensible, meeting 80% of specified requirements on a rubric.

(b) Participants accurately describe the relationship between an NNR enforcement action and the authorisation holder's right to appeal.

(4) **Content:**

(a) Power to Issue enforcement action: Section 41 of the NNR Act, types of enforcement actions (e.g., remedial actions, stop work), criteria for issuing.

(b) Drafting enforcement action: Clarity, specificity, legal defensibility, timelines.

(c) Relationship to Enforcement Policy: How enforcement actions fit within the NNR's broader enforcement framework.

(d) Monitoring Compliance with Enforcement actions: Follow-up and consequences of non-compliance.

(e) Understanding Legal Challenge: Authorisation Holder's right to appeal, the importance of robust evidence and due process and implications of PAJA.

(5) **Activity:** "Drafting an Enforcement Action": Participants draft a formal enforcement action based on a significant non-compliance finding.

SUBMODULE - 6: Managing Challenges and Inspector Safety (1 hour)

(1) **Objective:** To prepare inspectors for potential challenges and ensure their safety while exercising powers.

(2) **Specific Outcomes:**

(a) Participants will be able to apply de-escalation techniques when faced with resistance or hostility.

(b) Participants will be able to articulate and apply NNR safety protocols during inspections.

(c) Participants will understand the initial steps to take if faced with a legal threat or complaint against their actions.

(3) **Assessment Criteria:**

(a) In a quick response scenario, participants verbally identify at least two appropriate de-escalation techniques and one NNR safety protocol (e.g., communication plan, buddy system) when faced with a challenging situation.

(b) Participants correctly state the first point of contact within NNR if a legal threat is made against them during an inspection.

(4) **Content:**

(a) Dealing with Resistance/Hostility: De-escalation techniques, NNR support mechanisms.

(b) Physical Safety Protocols: Risk assessment, buddy system, emergency procedures, communication.

(c) Legal Challenges to Inspector Actions: What to do if faced with a legal threat or formal complaint.

(d) Reporting Misconduct: Whistle-blowing protection (Protected Disclosures Act).

(5) **Activity:** Quick Response Scenario: Rapid discussion on how to handle an unexpected challenge (e.g., an authorisation holder representative becoming aggressive, refusal to provide a key document).

Assessment:

- **Active Participation** in role-plays and discussions.
- **Written Assignment:** Drafting a legally sound enforcement action or documenting a complex evidence collection process.
- **Scenario-Based Quiz:** Testing understanding of appropriate powers in different situations.
- **Final Exam:** Comprehensive assessment of knowledge of legal basis, duties, and application of powers.

Resources & Materials:

- **National Nuclear Regulator Act (No. 47 of 1999)** (full text, with key sections highlighted).
- **Promotion of Administrative Justice Act (PAJA)** - relevant sections on administrative action and review.
- **Protection of Personal Information Act (POPIA)** - relevant sections on data handling.
- **Protected Disclosures Act** - relevant sections on whistleblowing.
- **NNR Code of Conduct for Inspectors**.
- **NNR Inspection Manual** and relevant procedural documents.

ANNEXURE B

DESIGN BRIEF FOR MODULE 3

BUILDING TRUST: UNDERSTANDING STAKEHOLDERS IN NUCLEAR REGULATION

Target Audience:	All **NNR Inspectors** (essential for fostering effective communication, transparency, and public confidence in nuclear regulation).
Duration:	1 Day (8 hours total)
Overall Goal:	To equip **NNR inspectors** with a comprehensive understanding of the diverse stakeholders involved in nuclear regulation, enabling them to communicate effectively, build trust, manage expectations, and contribute to the NNR's commitment to transparency and public confidence.

Day 1: Identifying, Engaging, and Building Trust with Stakeholders (8 Hours)
Morning Session (09:00 - 13:00):

SUBMODULE - 1: Defining and Identifying Key Stakeholders (2 hours)

(1) **Objective:** To identify the broad spectrum of stakeholders relevant to nuclear regulation and understand their respective interests.

(2) **Specific Outcomes:**

(a) Participants will be able to define "stakeholder" in the context of nuclear regulation.

(b) Participants will be able to categorise and identify key internal and external stakeholders of the NNR (e.g., authorisation holders, government bodies, local communities, NGOs, media).

(c) Participants will be able to describe the diverse interests and concerns of various stakeholder groups.

(3) **Assessment Criteria:**

(a) In a stakeholder mapping exercise for a hypothetical nuclear project, participants correctly identify at least five distinct stakeholder categories and list one primary interest/concern for each.

(b) Participants accurately differentiate between the interests of a authorisation holder and a local community NGO in a short-written response.

(4) **Content:**

(a) Definition of a Stakeholder: Any individual, group, or organisation affected by or affecting the NNR's operations.

(b) Categorisation of Stakeholders:

(c) Directly Regulated Entities: Authorisation holders (operators, facilities, users of radioactive sources).

(d) Government Bodies: DEE, DFFE, DoH, SAPS, BMA, NDMC, Local Government (as covered in NNR Role, Functions & Inter-Agency Interfaces).

(e) Public/Local Communities: Affected communities (near facilities, along transport routes), general public, future generations.

(f) Non-Governmental Organisations (NGOs) & Civil Society: Environmental groups, advocacy groups, academic institutions.

(g) Industry & Professional Bodies: Nuclear industry associations, professional societies.

(h) International Bodies: IAEA, other national regulators.

(i) Media: Traditional news outlets, social media.

(j) Understanding Diverse Interests and Concerns: Safety, security, environment, economic impact, health, public participation.

(5) **Activity:** Stakeholder Mapping: Participants work in groups to identify stakeholders for a hypothetical nuclear project (e.g., new reactor build, waste disposal site) and brainstorm their potential interests/concerns.

SUBMODULE - 2: The Importance of Stakeholder Engagement (2 hours)

(1) **Objective:** To understand why proactive and effective stakeholder engagement is crucial for the NNR's mandate.

(2) **Specific Outcomes:**

(a) Participants will be able to explain the importance of stakeholder engagement in building public trust and regulatory legitimacy.

(b) Participants will be able to articulate how transparency, public participation, and effective risk communication contribute to NNR's mission.

(3) **Assessment Criteria:**

(a) In a group discussion, participants articulate at least two reasons why public trust is critical for the NNR's effectiveness.

(b) Participants correctly explain how proactive communication regarding regulatory decisions can mitigate misinformation.

(4) **Content:**

(a) Building Public Trust and Confidence: The foundation of regulatory legitimacy.

(b) Transparency and Openness: NNR's commitment as per the NNR Act.

(c) Ensuring Public Participation: Legal requirements and best practices.

(d) Improved Decision-Making: Incorporating diverse perspectives.

(e) Effective Risk Communication: How to communicate complex technical information clearly and concisely.

(f) Minimising Conflict and Misinformation: Proactive engagement to address concerns.

(5) **Activity:** Discussion: "What are the risks to NNR's credibility if public stakeholders are not effectively engaged?"

Afternoon Session (14:00 - 17:00):

SUBMODULE - 3: Communication Strategies and Inspector's Role in Engagement (3 hours)

(1) **Objective:** To equip inspectors with practical communication strategies for different stakeholder groups and to define their role in engagement.

(2) **Specific Outcomes:**

(a) Participants will be able to tailor their communication style and content for technical vs. non-technical audiences.

(b) Participants will demonstrate active listening and empathetic responses in simulated interactions.

(c) Participants will understand their role as a "front-line ambassador" for the NNR and the importance of adhering to NNR communication protocols.

(3) **Assessment Criteria:**

(a) In a role-play scenario (e.g., explaining a non-compliance), participants successfully adapt their language and level of technical detail when communicating with a mock authorisation holder representative versus a concerned community member, as evaluated by an instructor.

(b) Participants correctly identify when to defer media inquiries to the NNR Communications department.

(4) **Content:**

(a) Tailoring Messages: Adapting communication style and content for technical audiences (authorisation holders) vs. non-technical audiences (public, media).

(b) Clear and Concise Language: Avoiding jargon, explaining technical concepts simply.

(c) Active Listening and Empathy: Understanding and acknowledging stakeholder concerns.

(d) Responding to Questions and Criticism: Professionalism, factual accuracy, knowing when to defer to NNR Communication.

(e) Managing Expectations: Being realistic about what the NNR can and cannot do.

(f) Inspector as a Front-Line Ambassador: Your conduct, professionalism, and communication directly impact public perception of the NNR.

(g) NNR Communication Protocols: When and how to engage with media, public forums; roles of NNR Communications department.

(5) **Activity:** Role-Play: "Communicating a Non-Compliance." Participants role-play explaining a non-compliance finding to an authorisation holder representative, and then to a concerned community member (with a focus on adapting language and addressing different concerns).

SUBMODULE - 4: Building and Maintaining Trust (1 hour)

(1) **Objective:** To consolidate learning on the long-term strategies for building and maintaining trust with all stakeholders.

(2) **Specific Outcomes:**

(a) Participants will be able to identify key principles for building and maintaining trust (e.g., consistency, accountability, integrity, transparency).

(b) Participants will be able to articulate how their individual actions contribute to the NNR's overall trustworthiness.

(3) **Assessment Criteria:**

(a) Participants provide a written personal reflection identifying at least two specific actions they can take in their role to actively contribute to building stakeholder trust.

(b) During a concluding discussion, participants correctly explain the link between an inspector's consistent and impartial application of regulations and the NNR's public credibility.

(4) **Content:**

(a) Consistency and Predictability: Applying regulations fairly and consistently.

(b) Accountability: Taking responsibility for NNR's actions and decisions.

(c) Integrity and Impartiality: Upholding ethical standards (linking to Upholding Integrity course).

(d) Continuous Engagement: Not just during crises, but as an ongoing process.

(e) Transparency: NNR's public documents, disclosure policies.

(5) **Activity:** Personal Reflection: "Identify one specific action you can take in your role as an NNR inspector to actively contribute to building trust with stakeholders."

Assessment:

- **Active Participation** in discussions and role-plays.
- **Scenario-Based Communication Exercise:** Presenting a simple explanation of a complex regulatory issue to a non-technical audience.
- **Short Comprehension Quiz:** Covering key stakeholder groups and communication principles.

Resources & Materials:

- **NNR Act (No. 47 of 1999)** (sections on public information and transparency).
- **NNR Communication Policy/Strategy**.
- Case studies of successful and unsuccessful stakeholder engagement in nuclear contexts (local and international).

ANNEXURE C

DESIGN BRIEF FOR MODULE 4

THE LEGAL COMPASS: NAVIGATING REGULATORY COMPLIANCE

Target Audience:	All **NNR Inspectors** (essential for all inspectors to ensure their actions are legally sound, defensible, and contribute effectively to the NNR's mandate).
Duration:	3 Days (24 hours total)
Overall Goal:	To provide **NNR inspectors** with a comprehensive understanding of the **legal framework** governing nuclear and radiation regulation in South Africa, enabling them to effectively interpret and apply legal principles in their daily inspection and enforcement activities, ensuring compliance, due process, and legal defensibility.

Day 1: Foundations of South African Law & NNR's Mandate (8 Hours)
Morning Session (09:00 - 13:00):

SUBMODULE - 1: Introduction to the South African Legal System (2 hours)

(1) **Objective:** To provide a foundational understanding of the South African legal system and its relevance to regulatory practice.

(2) **Specific Outcomes:**

(a) Participants will be able to identify the primary sources of South African law and their hierarchy.

(b) Participants will understand the basic structure of the South African court system.

(c) Participants will be able to explain fundamental administrative law principles (e.g., Rule of Law, Legality, Procedural Fairness).

(3) **Assessment Criteria:**

(a) Participants correctly identify and rank at least three sources of South African law in terms of hierarchy (e.g., Constitution, Act, Case Law, Common Law, International Law).

(b) Participants accurately explain the concept of procedural fairness within the context of administrative law, providing a relevant example.

(4) **Content:**

(a) Sources of Law: Constitution, Legislation (Acts, Regulations), Case Law, Common Law, Customary Law, International Law.

(b) Hierarchy of Laws: How different legal instruments relate to each other (Constitutional supremacy).

(c) Branches of Government: Legislative, Executive, Judiciary – NNR's position within the executive, but interacting with all.

(d) Court Structure: Basic understanding of Magistrate's Courts, High Courts, Supreme Court of Appeal, Constitutional Court.

(e) Administrative Law Principles: Rule of Law, Legality, Rationality, Procedural Fairness (introduction to PAJA).

(5) **Activity:** Group Discussion: "How does the supremacy of the Constitution impact the NNR's regulatory powers?"

SUBMODULE - 2: The National Nuclear Regulator Act (No. 47 of 1999) in Detail (2 hours)

(1) **Objective:** To conduct a detailed review of the **NNR Act** as the primary legal instrument governing NNR's functions.

(2) **Specific Outcomes:**

(a) Participants will be able to articulate the core purpose and objects of the NNR Act.

(b) Participants will be able to define key legal terms within the NNR Act (e.g., "authorisation," "nuclear facility").

(c) Participants will be able to identify specific sections of the Act granting powers and functions to the NNR.

(3) **Assessment Criteria:**

(a) In a written quiz, participants correctly state the primary purpose of the NNR Act and define at least two key terms as per the Act.

(b) Participants correctly identify the NNR Act section that outlines the NNR's powers to issue authorisations.

(4) **Content:**

(a) Purpose and Objects of the Act: Specific focus on nuclear and radiation safety and security.

(b) Key Definitions: "Authorisation," "nuclear facility," "radioactive material," "radioactive waste," "security," etc.

(c) Powers and Functions of the NNR: (Deep dive from previous NNR Role course) Sections related to authorisation, inspection, enforcement, information management, incident response.

(d) Offences and Penalties: Legal consequences of non-compliance with the Act.

(e) Regulations Issued under the Act: Their legal force and how they operationalise the Act.

(5) **Activity:** "Act Deep Dive": Provide extracts from the NNR Act. Participants identify key phrases related to powers, duties, or prohibitions.

Afternoon Session (14:00 - 17:00):

SUBMODULE - 3: NNR Regulations and Other Binding Instruments (3 hours)

(1) **Objective:** To understand the specific regulations and other legally binding instruments that inspectors must apply.

(2) **Specific Outcomes:**

(a) Participants will be able to distinguish between different categories of NNR Regulations.

(b) Participants will be able to explain the legal force of NNR Regulations, Authorisation Conditions, and relevant international conventions.

(c) Participants will be able to identify which regulatory documents provide legally binding requirements vs. guidance.

(3) **Assessment Criteria:**

(a) Given a specific regulatory scenario (e.g., radiation protection), participants correctly identify at least one relevant NNR Regulation and one relevant Regulatory Instrument that would apply.

(b) Participants accurately explain why an Authorisation Condition is legally binding, while a Regulatory Guide is typically not.

(4) **Content:**

(a) Classification of Regulations: (e.g., General Safety Regulations, Regulations on Nuclear Security).

(b) Specific Provisions: Review of key provisions within relevant NNR Regulations that directly impact inspection findings (e.g., dose limits, security requirements, waste management criteria).

(c) Authorisation Conditions: Understanding their legal binding nature as part of the authorisation.

(d) Regulatory Documents (regulations, conditions of authorisation, directives, notices, regulatory letters, etc) and Regulatory Guides (RGs): Distinction between legally binding instruments and guidance documents, and their persuasive authority.

(e) International Instruments as Local Law: How conventions (e.g., Nuclear Safety, Joint Convention) are domesticated and affect national law.

(5) **Activity:** "Regulatory Mapping": Given a specific authorisation holder activity, participants identify all relevant Regulations, Regulatory Instruments that would apply.

Day 2: Regulatory Compliance, Enforcement & Due Process (8 Hours)
Morning Session (09:00 - 13:00):

SUBMODULE - 4: Principles of Regulatory Compliance and Non-Compliance (4 hours)

(1) **Objective:** To enable inspectors to identify non-compliance accurately and understand the legal implications.

(2) **Specific Outcomes:**

(a) Participants will be able to define compliance and non-compliance within the NNR's regulatory framework.

(b) Participants will be able to identify the elements of a non-compliance (act/omission).

(c) Participants will understand the various legal consequences of non-compliance (administrative, criminal).

(d) Participants will be able to explain how the NNR Enforcement Policy guides the selection of appropriate enforcement actions.

(3) **Assessment Criteria:**

(a) In a scenario-based exercise, participants accurately identify a given authorisation holder action as compliant or non-compliant, citing the specific legal provision violated (e.g., NNR Act section, Regulation, Authorisation Condition).

(b) Participants correctly identify at least two administrative and two criminal consequences that can arise from non-compliance with the NNR Act.

(4) **Content:**

(a) Definition of Compliance: Adherence to the NNR Act, Regulations, Authorisation Conditions, and relevant international standards.

(b) Definition of Non-Compliance: Deviation from legal requirements.

(c) Elements of Non-Compliance: *Actus reus* (the act/omission) and *mens rea* (intent/negligence – if applicable, for higher-level enforcement).

(d) Grading and Classification of Non-Compliance: Severity, potential impact on safety/security, frequency/history.

(e) Legal Consequences of Non-Compliance: Administrative (warnings, directives, fines, suspension, revocation), and Criminal (prosecution by NPA).

(f) Understanding the NNR Enforcement Policy: Criteria for choosing appropriate enforcement action.

(5) **Activity:** "Non-Compliance Legal Analysis": Present various scenarios of non-compliance. Participants must classify them, identify the specific legal provision violated, and discuss potential legal consequences.

Afternoon Session (14:00 - 17:00):

SUBMODULE - 5: The Promotion of Administrative Justice Act (PAJA) and Due Process (3 hours)

(1) **Objective:** To provide a detailed understanding of **PAJA** and its crucial role in ensuring fair administrative action by the NNR.

(2) **Specific Outcomes:**

(a) Participants will be able to explain the purpose and core principles of **PAJA** as it applies to NNR's administrative actions.

(b) Participants will be able to identify what constitutes "administrative action" by the NNR.

(c) Participants will understand the requirements for lawful, reasonable, and procedurally fair administrative action (e.g., reasons, right to review).

(3) **Assessment Criteria:**

(a) Given a mock NNR enforcement letter, participants correctly identify at least two **PAJA** requirements that must be met (e.g., provision of adequate reasons, notification of right to appeal).

(b) Participants accurately define "administrative action" in the context of NNR's decisions.

(4) **Content:**

(a) Purpose of PAJA: Ensuring lawful, reasonable, and procedurally fair administrative action.

(b) Definition of Administrative Action: What NNR decisions/actions fall under PAJA (e.g., issuing authorisations, enforcement actions, imposing conditions).

(c) Requirements for Lawful Administrative Action: Lawfulness, Reasonableness, Procedural Fairness (audi alteram partem, nemo judex in sua causa).

(d) Reasons for Administrative Action: The legal requirement to provide clear and adequate reasons.

(e) Right to Review and Appeal: Authorisation holder's rights, internal review mechanisms, judicial review.

(f) Implications of Non-Compliance with PAJA: Invalidity of NNR action, legal challenges.

(5) **Activity:** "PAJA Compliance Check": Review mock NNR enforcement letters or authorisation decisions and identify whether they meet **PAJA** requirements for procedural fairness and adequate reasons.

Day 3: Evidence, Legal Challenges & Expert Testimony (8 Hours)
Morning Session (09:00 - 13:00):

SUBMODULE - 6: Evidence in Regulatory and Legal Proceedings (4 hours)

(1) **Objective:** To understand the legal requirements for collecting, preserving, and presenting evidence in NNR's regulatory and potential legal contexts.

(2) **Specific Outcomes:**

(a) Participants will be able to identify different types of evidence and their relevance.

(b) Participants will understand the basic rules of evidence (admissibility, relevance, reliability).

(c) Participants will be able to explain the importance of **chain of custody** for ensuring evidence integrity and admissibility.

(3) **Assessment Criteria:**

(a) In a scenario, participants identify at least three types of admissible evidence relevant to proving a specific non-compliance (e.g., documentary, testimonial, physical).

(b) Participants correctly describe why a break in the chain of custody could lead to evidence being deemed inadmissible in a legal proceeding.

(4) **Content:**

(a) Rules of Evidence: Admissibility, relevance, reliability, hearsay (brief overview).

(b) Types of Evidence: Documentary, Testimonial, Physical, Expert Opinion (as covered in Evidence Management, but with legal emphasis).

(c) Chain of Custody (Legal Requirements): Importance for ensuring integrity and admissibility.

(d) Affidavits and Sworn Statements: When and how they are used.

(e) Burden of Proof: Understanding who bears the burden in different types of proceedings (administrative vs. criminal).

(f) Legal Privilege: Attorney-client privilege, litigation privilege – what inspectors cannot demand.

(5) **Activity:** "Evidence Admissibility Scenario": Given a set of collected evidence for a non-compliance, participants must argue its admissibility in a hypothetical administrative review, identifying any potential weaknesses.

Afternoon Session (14:00 - 17:00):

SUBMODULE - 7: Responding to Legal Challenges and Court Proceedings (3 hours)

(1) **Objective:** To prepare inspectors for the possibility of legal challenges to NNR's actions and their role in potential court proceedings.

(2) **Specific Outcomes:**

(a) Participants will be able to identify common grounds for legal challenges against regulatory actions.

(b) Participants will understand their role in assisting the NNR Legal Department in preparing for challenges.

(c) Participants will be able to describe the basic principles of giving evidence as a witness in a court or tribunal.

(3) **Assessment Criteria:**

(a) Participants correctly identify at least two common grounds for a legal challenge to an NNR administrative action (e.g., procedural unfairness, unreasonableness).

(b) In a mock cross-examination role-play, participants demonstrate professionalism and adhere to factual accuracy when providing testimony.

(4) **Content:**

(a) Common Grounds for Legal Challenge: Procedural unfairness, unreasonableness, acting ultra vires (beyond powers), bias.

(b) Role of NNR Legal Department: Importance of early consultation.

(c) Responding to Legal Letters/Notices: Proper internal procedures.

(d) Pre-Trial/Pre-Hearing Preparation: Compiling records, witness statements.

(e) Inspector as a Witness: Providing evidence in court/tribunal (demeanour, truthfulness, cross-examination).

(f) Case Studies of Legal Challenges: Learning from past NNR experience or other regulatory bodies.

(5) **Activity:** Role-Play: "Cross-Examination of an Inspector Witness." A mock scenario where an inspector is cross-examined on their findings and evidence by a "authorisation holder's lawyer."

SUBMODULE - 8: Legal Updates and Continuous Learning (1 hour)

(1) **Objective:** To emphasise the importance of staying abreast of legal developments impacting nuclear regulation.

(2) **Specific Outcomes:**

(a) Participants will recognise the need for continuous monitoring of legislative and case law developments.

(b) Participants will identify internal NNR resources for legal briefings and updates.

(3) **Assessment Criteria:**

(a) Participants list at least two types of legal developments (e.g., new Acts, significant court judgments) that could impact NNR's regulatory work.

(b) Participants correctly identify the NNR Legal Department as a key resource for legal updates.

(4) **Content:**

(a) Monitoring Legislative Changes: New Acts, amendments to NNR Act/Regulations.

(b) Case Law Developments: Significant court judgments affecting administrative law or regulatory practice.

(c) NNR Internal Legal Briefings: Utilising NNR Legal as a resource.

(d) Importance of Professional Development.

(5) **Activity:** Quick Legal Q&A.

Assessment:

- **Active Participation** in discussions and role-plays.
- **Written Legal Analysis:** Applying legal principles to a given regulatory scenario.
- **Case Study Presentation:** Analysing a legal challenge to a regulatory action.
- **Final Exam:** Comprehensive assessment of legal knowledge and application.

Resources & Materials:

- **National Nuclear Regulator Act (No. 47 of 1999)** and all relevant Regulations.

- **Promotion of Administrative Justice Act (No. 3 of 2000 - PAJA)**.
- **Protection of Personal Information Act (No. 4 of 2013 - POPIA)**.
- Relevant sections of the Constitution of the Republic of South Africa.
- **NNR Enforcement Policy**.
- Templates for NNR legal documents (e.g., directives, notices).
- Case studies of NNR and other regulatory legal challenges (anonymised).

ANNEXURE D

DESIGN BRIEF FOR MODULE 5

NNR'S STRATEGIC COMPASS: STAYING ALIGNED WITH CURRENT PRIORITIES

Target Audience: All **NNR Inspectors** (crucial for ensuring that daily inspection activities directly support and are aligned with the NNR's strategic direction and national nuclear policy).

Duration: 1 Day (8 hours total)

Overall Goal: To enable **NNR inspectors** to understand and integrate the **NNR's current strategic priorities** and national nuclear policy into their inspection planning, conduct, and reporting, thereby ensuring that regulatory control is proactive, risk-informed, and directly contributes to the NNR's overarching mission and the safety and security objectives of South Africa.

Day 1: Understanding and Applying Strategic Priorities (8 Hours)
Morning Session (09:00 - 13:00):

SUBMODULE - 1: The Foundation: NNR's Mandate and Strategic Planning Cycle (2 hours)

(1) **Objective:** To understand how the NNR's strategic priorities are derived from its mandate and the national planning framework.

(2) **Specific Outcomes:**

(a) Participants will be able to explain the relationship between the NNR Act, national development plans (e.g. NDP), and the NNR's Strategic and Annual Performance Plans.

(b) Participants will be able to identify the key pillars of the NNR's current Strategic Plan.

(3) **Assessment Criteria:**

(a) Participants correctly outline the hierarchy from national policy to NNR's operational plans.

(b) In a short-written response, participants name at least two key strategic pillars from the current NNR Strategic Plan.

(4) **Content:**

(a) NNR Act (No. 47 of 1999): Recap of core mandate and objectives.

(b) National Development Plan (NDP): How nuclear regulation contributes to broader national goals (e.g., energy security, industrialisation, job creation).

(c) Medium Term Strategic Framework (MTSF): Alignment with government's five-year plans.

(d) NNR Strategic Plan (5-year rolling plan): Overview of the current strategic plan, its pillars, and key performance areas (KPAs).

(e) Annual Performance Plan (APP): Derivation of annual targets from the strategic plan.

(f) Risk Management Framework: How NNR identifies and prioritises strategic risks.

(5) **Activity:** Group Discussion: "How does your daily inspection work contribute to one of the NNR's strategic pillars?"

SUBMODULE - 2: Current Strategic Priorities: Deep Dive (2 hours)

(1) **Objective:** To thoroughly understand the NNR's specific current strategic priorities and their rationale.

(2) **Specific Outcomes:**

(a) Participants will be able to describe the specific focus areas within the NNR's current strategic pillars.

(b) Participants will understand the drivers and rationale behind these strategic priorities (e.g., emerging technologies, security threats).

(3) **Assessment Criteria:**

(a) During a Q&A session with NNR Senior Management, participants demonstrate understanding by asking relevant questions about current strategic initiatives.

(b) Participants accurately describe at least two specific focus areas from the current NNR Annual Performance Plan.

(4) **Content:**

(a) Key Strategic Pillars: (e.g., Effective Regulation, Stakeholder Engagement, Organisational Excellence, Research and Development).

(b) Specific Focus Areas within Pillars: (e.g., enhancing regulatory effectiveness for new technologies, strengthening nuclear security, improving incident response capabilities, optimising authorisation processes, fostering a safety culture within authorisation holders and NNR).

(c) Rationale for Priorities: Understanding the drivers (e.g., technological advancements, emerging threats, international trends, national energy policy).

(d) Challenges and Opportunities: Identifying the internal and external factors influencing strategic implementation.

(5) **Activity:** Presentation/Briefing by NNR Senior Management/Strategy Unit: Detailed overview of the current NNR Strategic Plan and APP. Q&A session.

Afternoon Session (14:00 - 17:00):

SUBMODULE - 3: Aligning Inspection Activities with Strategic Priorities (3 hours)

(1) **Objective:** To practically apply the understanding of strategic priorities to inspection planning, conduct, and reporting.

(2) **Specific Outcomes:**

(a) Participants will be able to explain how strategic priorities influence the prioritisation, scope, and depth of inspection activities.

(b) Participants will be able to identify inspection findings that have broader strategic implications beyond immediate non-compliance.

(c) Participants will understand how their reports contribute to NNR's performance measurement and strategic decision-making.

(3) **Assessment Criteria:**

(a) In a "Strategic Alignment Scenario," participants correctly prioritise inspection areas or follow-up actions for given findings based on their alignment with NNR's current strategic priorities.

(b) Participants draft a short paragraph explaining how a specific inspection finding could inform the NNR's strategic approach to a particular risk area (e.g., cybersecurity).

(4) **Content:**

(a) Prioritisation of Inspection Activities: How strategic priorities influence which areas are inspected more frequently or in greater depth (e.g., focus on digital I&C for new reactors, enhanced security inspections due to evolving threat landscape).

(b) Risk-Informed Inspection Planning: Using strategic risk assessments to inform inspection scope and resource allocation.

(c) Identifying Strategic Findings: Recognising findings that have broader implications beyond immediate non-compliance, linking them to strategic objectives.

(d) Data Collection and Reporting for Strategic Insights: How inspector reports feed into NNR's performance measurement and strategic decision-making.

(e) Proactive vs. Reactive Regulation: Shifting towards proactive engagement based on strategic foresight.

(5) **Activity: "Strategic Alignment Scenario":** Participants are given several hypothetical inspection findings. They must discuss how each finding relates to current NNR strategic priorities, and how they would prioritise follow-up or escalate information to support those priorities.

SUBMODULE - 4: Inspector's Role in Strategic Implementation and Communication (1 hour)

(1) **Objective:** To empower inspectors as active participants in the NNR's strategic implementation and communication efforts.

(2) **Specific Outcomes:**

(a) Participants will be able to articulate how their individual inspection activities contribute directly to the NNR's strategic success.

(b) Participants will understand their role in communicating NNR's strategic direction to authorisation holders and stakeholders.

(3) **Assessment Criteria:**

(a) During a personal commitment activity, each participant effectively articulates one concrete way they will consciously align their next inspection with an NNR strategic priority.

(b) Participants correctly describe how their field observations can provide feedback to NNR's strategic planning unit.

(4) **Content:**

- **Individual Contribution:** How each inspector's diligence and adherence to strategic goals impacts the NNR's overall success.
- **Advocacy and Communication:** Being able to articulate NNR's strategic direction to authorisation holders and other stakeholders.
- **Feedback Mechanism:** Providing input from field experience to inform future strategic planning.
- **Continuous Improvement:** Embracing change driven by strategic shifts.

(5) **Activity:** Personal Commitment: Each inspector identifies one concrete way they will consciously align their next inspection with an NNR strategic priority.

Assessment:

- **Active Participation** in discussions and activities.
- **Strategic Prioritisation Exercise:** Prioritising inspection tasks based on provided strategic objectives.
- **Short Written Reflection:** Explaining how a specific inspection activity contributes to a strategic goal.
- **Quiz:** Testing knowledge of current NNR strategic pillars and associated focus areas.

Resources & Materials:

- **NNR Act (No. 47 of 1999)**.
- **NNR Strategic Plan (current 5-year document)**.

- **NNR Annual Performance Plan (current year)**.
- Relevant national policies (e.g., National Development Plan, Integrated Resource Plan for Electricity).
- Case studies highlighting the impact of strategic alignment (or misalignment) in regulatory activities

ANNEXURE E

DESIGN BRIEF FOR MODULE 8

THE GRADED APPROACH IN PRACTICE: SMART REGULATION FOR NNR INSPECTORS

Target Audience:	All **NNR Inspectors** (essential for ensuring efficient, proportionate, and risk-informed regulatory control).
Duration:	1 Day (8 hours total)
Overall Goal:	To equip **NNR inspectors** with a comprehensive understanding and practical application of the **graded approach** in nuclear and radiation regulation, enabling them to make risk-informed decisions regarding the intensity, scope, and frequency of inspections and the proportionality of regulatory actions, thereby optimising resource allocation and enhancing regulatory effectiveness.

Day 1: Principles and Application of the Graded Approach (8 Hours)
Morning Session (09:00 - 13:00):

SUBMODULE - 1: Foundations of the Graded Approach (2 hours)

(1) **Objective:** To establish a clear understanding of what the **graded approach** is and its underlying principles.

(2) **Specific Outcomes:**

(a) Participants will be able to define the "graded approach" in nuclear regulation.

(b) Participants will be able to articulate the rationale for applying a graded approach (e.g., resource efficiency, risk focus).

(c) Participants will be able to identify key factors that determine the degree of grading (e.g., hazard, complexity, authorisation holder performance).

(3) **Assessment Criteria:**

(a) Participants accurately define the graded approach and provide one example of its application in nuclear regulation.

(b) Participants correctly identify at least three factors that influence the grading of a regulatory activity (e.g., magnitude of risk, complexity, authorisation holder performance).

(4) **Content:**

(a) **Definition of Graded Approach:** Applying regulatory requirements, controls, and regulation with a level of detail and intensity proportionate to the likelihood and magnitude of risks associated with a practice or source.

(b) **International Basis: IAEA Safety Standard SF-1 (Fundamental Safety Principles)**, and specific **IAEA** requirements/guides (e.g., GS-R-1, GSR Part 3, GSG-1) emphasising the graded approach.

(c) **Rationale for Grading:** Efficient resource allocation, preventing over-regulation, ensuring focus on significant risks, promoting effective safety culture.

(d) **Key Factors for Grading:**

(i) **Magnitude of Potential Hazard/Risk:** Radiological, criticality, security.

(ii) **Likelihood of Events:** Operational history, design features, safety assessment results.

(iii) **Complexity of Facility/Activity:** Design, operations, management systems.

(iv) **Performance of Authorisation Holder:** Regulatory history, safety culture indicators.

(v) **Societal Impact:** Public concerns, environmental sensitivity.

(5) **Activity:** Group Discussion: "Provide examples of activities that would likely fall at different ends of the graded approach spectrum (e.g., a power reactor vs. a dental X-ray machine). What are the inherent differences that necessitate different levels of grading?"

SUBMODULE - 2: Applying the Graded Approach in Authorisation (2 hours)

(1) **Objective:** To understand how the **graded approach** is applied during the authorisation (licensing) process.

(2) **Specific Outcomes:**

(a) Participants will understand how the graded approach influences the depth of safety case reviews.

(b) Participants will be able to explain how authorisation conditions can be tailored based on a graded approach.

(3) **Assessment Criteria:**

(a) Given two hypothetical authorisation applications (one high-risk, one low-risk), participants explain how the graded approach would lead to different depths of safety review and different types of authorisation conditions for each.

(b) Participants correctly identify how NNR's internal classification of radioactive sources is an application of the graded approach.

(4) **Content:**

(a) **Graded Review of Safety Cases:** Depth of technical review proportionate to risk.

(b) **Graded Requirements for Documentation:** Level of detail in SARs, security plans, emergency plans.

(c) **Graded Authorisation Conditions:** Tailoring **ACs** to the specific risks of the authorised activity.

(d) **Categorisation of Facilities/Sources: NNR's** internal classification schemes for radioactive sources, facilities and activities, etc., based on hazard and complexity.

(5) **Activity:** "Authorisation Scenario": Present a hypothetical authorisation application (e.g., for a simple industrial radiography source vs. a research reactor). Participants discuss how the **graded approach** would influence the review process and the resulting authorisation conditions.

Afternoon Session (14:00 - 17:00):

SUBMODULE - 3: Applying the Graded Approach in Inspections (3 hours)

(1) **Objective:** To **practically** apply the **graded approach** to the planning, conduct, and reporting of inspection activities.

(2) **Specific Outcomes:**

(a) Participants will be able to apply the graded approach to determine the appropriate frequency, scope, and depth of inspections.

(b) Participants will be able to allocate inspection resources proportionate to the risk and complexity of the regulated activity.

(c) Participants will understand how to adjust inspection intensity during on-site conduct based on real-time observations.

(3) **Assessment Criteria:**

(a) In a "Graded Inspection Planning" exercise, participants develop two distinct inspection plans for a high-risk vs. low-risk facility, demonstrating clear differences in proposed frequency, scope, and team size, justified by graded approach principles.

(b) Participants accurately describe how an unexpected observation during an inspection might lead to an immediate, graded adjustment of the inspection scope.

(4) **Content:**

(a) **Inspection Planning:**

(b) **Frequency of Inspections:** How often to inspect based on grade.

(c) **Scope and Depth of Inspections:** What areas to focus on, level of detail.

(i) **Resource Allocation:** How many inspectors, what duration, what specialised equipment.

(ii) **Inspection Methodologies:** Choice of observation, document review, interviews, measurements (e.g., more reliance on authorisation holder's QA for lower-risk, more direct verification for higher-risk).

(d) **On-site Conduct:** Adjusting intensity based on real-time observations and authorisation holder performance.

(e) **Reporting and Documentation:** Detail of findings commensurate with significance.

(f) **Performance Indicators:** Using authorisation holder performance data to adjust grading.

(5) **Activity: "Graded Inspection Planning":** Participants are given two different authorisation holder profiles (one high-risk/complex, one lower-risk/simpler). They must develop a basic inspection plan for each, clearly demonstrating the application of the **graded approach** in terms of frequency, scope, and resources.

SUBMODULE - 4: Graded Enforcement and Continuous Improvement (1 hour)

(1) **Objective:** To understand how the **graded approach** applies to enforcement actions and contributes to continuous regulatory improvement.

(2) **Specific Outcomes:**

(a) Participants will be able to explain the principle of proportionality in enforcement actions.

(b) Participants will understand how the graded approach is integrated into the NNR's Enforcement Policy.

(c) Participants will recognise the importance of feedback loops in refining the graded approach over time.

(3) **Assessment Criteria:**

(a) Given two non-compliance scenarios of differing safety significance, participants propose enforcement actions that demonstrate proportionality according to the graded approach.

(b) Participants describe how authorisation holder performance data can be used to inform future graded inspection planning.

(4) **Content:**

(a) **Proportionality in Enforcement:** Selecting enforcement actions (warnings, directives, fines, suspension) proportionate to the safety/security significance of the non-compliance.

(b) **Linking Graded Approach to NNR Enforcement Policy:** How the policy already incorporates grading principles.

(c) **Feedback Loops:** Using inspection findings and authorisation holder performance to refine the **graded approach** over time.

(d) **Challenges of Grading:** Avoiding complacency for lower-risk activities, ensuring sufficient regulation.

(5) **Activity:** Quick Case Study: Given a non-compliance scenario, discuss how the **graded approach** would influence the recommended enforcement action, contrasting two different grades of non-compliance.

Assessment:

- **Active Participation** in discussions and activities.
- **Scenario-Based Application:** Demonstrating understanding of the **graded approach** in planning and enforcement.
- **Written Exercise:** Explaining how the **graded approach** impacts different phases of the regulatory lifecycle for a specific type of authorisation.
- **Short Quiz:** Testing knowledge of the principles and factors influencing the **graded approach**.

Resources & Materials:

- **NNR Act (No. 47 of 1999)** and relevant Regulations (implicitly support grading).
- **NNR Enforcement Policy** (explicitly incorporates proportionality/grading).
- **IAEA Safety Standards:** SF-1, GS-R-1 (Legal and Governmental Infrastructure), GSR Part 3 (Radiation Protection and Safety of Radiation Sources), GSG-1 (Regulatory Body for Safety) - all emphasise grading.
- Case studies demonstrating effective and ineffective application of the **graded approach**.

ANNEXURE F

DESIGN BRIEF FOR MODULE 9

UPHOLDING INTEGRITY: IDENTIFYING, AVOIDING CONFLICTS OF INTEREST, AND PREVENTING MALPRACTICE FOR NNR INSPECTORS

Target Audience:	All **NNR Inspectors** (essential for maintaining the NNR's credibility and public trust, and for ensuring the integrity of the regulatory process).
Duration:	1 Day (8 hours total)
Overall Goal:	To instil in **NNR inspectors** a profound understanding of **ethical conduct**, the critical importance of **integrity**, and the practical skills to **identify, avoid, and manage conflicts of interest (CoI)**, thereby preventing malpractice and upholding the highest standards of professionalism and public trust in nuclear and radiation regulation.

Day 1: Integrity, Ethics, and Preventing Malpractice (8 Hours)
Morning Session (09:00 - 13:00):

SUBMODULE - 1: The Foundation of Integrity and Ethical Conduct (3 hours)

(1) **Objective:** To establish a strong foundational understanding of integrity and ethical principles in a regulatory context.

(2) **Specific Outcomes:**

(a) Participants will be able to define "integrity" and explain its paramount importance in public service and nuclear regulation.

(b) Participants will be able to identify key ethical principles (e.g., impartiality, fairness, accountability) relevant to an NNR inspector.

(c) Participants will understand the core tenets of the NNR Code of Conduct.

(3) **Assessment Criteria:**

(a) Participants accurately define integrity and articulate at least two reasons why it is crucial for a nuclear regulator's credibility.

(b) Participants correctly identify at least three ethical principles enshrined in the NNR Code of Conduct.

(4) **Content:**

(a) **Definition of Integrity:** Adherence to moral and ethical principles; honesty; wholeness.

(b) **Importance of Integrity in Public Service:** Building and maintaining public trust, credibility of the NNR.

(c) **Ethical Principles:** Impartiality, fairness, transparency, accountability, diligence, respect.

(d) **NNR Code of Conduct:** Detailed review of the NNR's specific ethical guidelines and expectations for employees.

(e) **Consequences of Lack of Integrity:** Damage to reputation (individual and NNR), legal repercussions, erosion of public confidence, compromise of safety/security.

(5) **Activity:** Group Discussion: "Discuss a historical example (from any industry) where a lack of integrity in regulatory control led to significant negative consequences. What lessons can be learned?"

SUBMODULE - 2: Understanding Conflicts of Interest (CoI) (2 hours)

(1) **Objective:** To define **and** categorise **conflicts of interest** and understand why they pose a risk to integrity.

(2) **Specific Outcomes:**

(a) Participants will be able to define a "conflict of interest" and differentiate between actual, potential, and perceived conflicts.

(b) Participants will be able to identify various examples of CoI specific to the role of an NNR inspector (e.g., financial interests, prior employment, gifts).

(3) **Assessment Criteria:**

(a) Given a scenario, participants correctly classify whether it represents an actual, potential, or perceived conflict of interest, justifying their answer.

(b) Participants list at least three specific types of situations that could lead to a conflict of interest for an NNR inspector.

(4) **Content:**

(a) **Definition of Conflict of Interest:** A situation where an individual's personal interests (financial, familial, professional) could improperly influence their professional judgment or actions in their public duties.

(b) **Types of CoI:**

(i) **Actual CoI:** A direct conflict exists.

(ii) **Potential CoI:** A situation that could lead to a conflict in the future.

(iii) **Perceived CoI:** A situation that appears to be a conflict to an objective observer, even if no actual conflict exists. (Emphasis on this type, as it often erodes public trust).

(c) **Examples Specific to NNR Inspectors:**

(i) Financial interest in an authorisation holder or its contractors.

(ii) Prior employment with a regulated entity.

(iii) Family members employed by an authorisation holder.

(iv) Acceptance of gifts, hospitality, or preferential treatment.

(v) Post-employment opportunities ("revolving door" concerns).

(vi) Personal relationships with authorisation holder personnel.

(5) **Activity:** "CoI Identification Scenarios": Present short, realistic scenarios and ask **participants** to identify if an actual, potential, or perceived **CoI** exists.

Afternoon Session (14:00 - 17:00):

SUBMODULE - 3: **Identifying, Avoiding, and Managing Conflicts of Interest (3 hours)**

(1) **Objective:** To equip inspectors with practical strategies and NNR procedures for **managing CoI**.

(2) **Specific Outcomes:**

(a) Participants will be able to apply proactive strategies for avoiding conflicts of interest (e.g., disclosure, declining gifts).

(b) Participants will be able to describe appropriate mitigation strategies when a conflict cannot be avoided (e.g., recusal, divestment).

(c) Participants will understand NNR's formal procedures for reporting and managing conflicts of interest.

(3) **Assessment Criteria:**

(a) In a "CoI Management Workshop," participants propose a suitable management plan for a complex conflict of interest scenario, adhering to NNR procedures and ethical best practices.

(b) Participants correctly identify the NNR department or official to whom a conflict of interest should be reported.

(4) **Content:**

(a) **Proactive Disclosure:** NNR's requirements for declaring interests.

(b) **Strategies for Avoiding CoI:** Recusal from decision-making, declining gifts, avoiding certain investments.

(c) **Mitigation Strategies when Avoidance is Not Possible:**

(i) **Recusal:** Removing oneself from a specific inspection or decision.

(ii) **Divestment:** Selling off conflicting assets.

(iii) **Restriction:** Limiting involvement in certain areas.

(iv) **Blind Trust:** For financial assets.

(v) **Transparency:** Full disclosure to relevant NNR management.

(vi) **Ethical Walls:** For former employment situations.

(d) **NNR Procedures for CoI Management:** Reporting mechanisms, approval processes for outside activities.

(e) **Role of HR and Internal Audit/Ethics Office:** Support and management control.

(5) **Activity: "CoI Management Workshop":** Participants are given complex **CoI** scenarios. They must discuss and propose a plan for managing each **conflict** according to NNR procedures and best practices.

SUBMODULE - 4: Preventing Malpractice and Ethical Violations (1 hour)

(1) **Objective:** To **understand** the nature of malpractice and ethical violations, and the mechanisms for prevention and reporting.

(2) **Specific Outcomes:**

(a) Participants will be able to define malpractice and ethical misconduct in a regulatory context.

(b) Participants will understand the legal framework and NNR procedures for whistle-blowing and reporting misconduct.

(c) Participants will be aware of the consequences of ethical violations and the NNR's disciplinary processes.

(3) **Assessment Criteria:**

(a) Participants accurately define "malpractice" and provide one example relevant to an NNR inspector's role.

(b) Participants correctly describe the basic protections afforded to whistle-blowers under the Protected Disclosures Act and NNR policy.

(4) **Content:**

(a) **Definition of Malpractice/Misconduct:** Abuse of power, bias, falsification of records, unauthorised disclosure of information, corruption.

(b) **Whistle-blowing (Protected Disclosures Act):** Understanding the legal framework for reporting misconduct internally and externally, and protection for whistleblowers.

(c) **NNR Disciplinary Procedures:** Consequences for ethical violations.

(d) **Culture of Integrity:** Fostering an environment where ethical conduct is the norm and concerns can be raised safely.

(5) **Activity:** Discussion: "What steps can you take personally, and what support **mechanisms** exist within NNR, if you suspect malpractice or an ethical violation by a colleague?"

Assessment:

- **Active Participation** in discussions and scenario analyses.
- **Written Assignment:** Analysing a case study involving a complex **CoI** and proposing a management plan.
- **Short Quiz:** Testing knowledge of the **NNR Code of Conduct** and **CoI** principles.
- **Role-Play/Discussion:** Demonstrating appropriate responses to an ethical dilemma or a situation involving a perceived **CoI**.

Resources & Materials:

- **NNR Code of Conduct for Employees**.
- **NNR Policies on Conflict of Interest, Gifts and Hospitality, and Whistleblowing**.
- **Public Service Act (relevant sections on ethics and conduct)**.
- **Protected Disclosures Act (No. 26 of 2000)**.
- Case studies (anonymised examples or general regulatory ethics cases).

ANNEXURE G

DESIGN BRIEF FOR MODULE 10

COLLABORATIVE REGULATION - PLANNING AND CONDUCTING JOINT INSPECTIONS WITH LAW ENFORCEMENT AND BORDER CONTROL AGENCIES FOR NNR INSPECTORS

Target Audience: All **NNR Inspectors** (particularly relevant for inspectors involved in licensing and compliance related to transport, security, import/export of radioactive material, and incident response).

Duration: 2 Days (16 hours total)

Overall Goal: To equip **NNR inspectors** with the knowledge, skills, and appreciation necessary to effectively plan, coordinate, and conduct **joint inspections** and collaborative activities with other national and provincial regulatory bodies, with a specific focus on the **Border Management Agency (BMA)** and the **South African Police Service (SAPS)**, ensuring holistic regulation, efficient resource utilisation, enhanced nuclear security, and effective response to security incidents involving nuclear and radioactive material.

Day 1: Foundations of Inter-Agency Cooperation and Planning Joint Inspections (8 Hours)

Morning Session (09:00 - 13:00):

SUBMODULE - 1: The Rationale and Legal Basis for Joint Inspections (2 hours)

(1) **Objective:** Understand the strategic benefits and the legal imperative behind conducting joint inspections, particularly with law enforcement.

(2) **Specific Outcomes:**

(a) Participants will be able to articulate the strategic benefits of conducting joint inspections with law enforcement and border control agencies.

(b) Participants will be able to identify the legal basis for NNR's collaboration with other agencies (e.g., NNR Act, other relevant legislation).

(3) **Assessment Criteria:**

(a) Participants list at least three strategic benefits of joint inspections (e.g., holistic regulation, resource efficiency, enhanced security outcomes).

(b) Participants correctly identify the NNR Act as providing a mandate for NNR's collaboration with other agencies.

(4) **Content:**

(a) **Why Joint Inspections?** Holistic Regulation, Resource Efficiency, Enhanced Outcomes (e.g., identifying illicit trafficking), Cooperative

Governance Mandate. Specific relevance for nuclear security and incident response with **BMA/SAPS**.

(b) **Legal Basis for NNR's Collaboration: NNR Act (No. 47 of 1999)** - Section 6, relevant South African legislation (e.g., Disaster Management Act, **Customs and Excise Act, Border Management Authority Act, 2020**).

(5) **Activity:** Group Discussion: Identify a scenario (e.g., discovery of an orphan **source**) and brainstorm which NNR partner agencies (especially BMA and SAPS) would have overlapping interests.

SUBMODULE - 2: Key Partners: Mandates, Powers, and Jurisdictions – Focus on BMA & SAPS (3 hours)

(1) **Objective:** Gain a practical understanding of the specific mandates, powers, and typical areas of interest of the **Border Management Agency** and **SAPS**, contrasting them with other regulators.

(2) **Specific Outcomes:**

(a) Participants will be able to describe the core mandates and relevant powers of SAPS and BMA.

(b) Participants will be able to differentiate between the powers and jurisdictions of NNR, SAPS, and BMA in a nuclear security or incident context.

(c) Participants will understand the role and importance of MoUs/SLAs with these agencies.

(3) **Assessment Criteria:**

(a) In a scenario (e.g., discovery of illicit nuclear material), participants correctly identify the primary role/mandate of NNR, SAPS, and BMA.

(b) Participants accurately explain the difference between NNR's regulatory powers and SAPS's criminal investigation powers in a given situation.

(4) **Content:**

(a) **South African Police Service (SAPS):** Mandate (crime prevention, investigation), specific relevance (criminal investigations related to nuclear material, scene security, intelligence, powers of arrest, search, evidence collection), relevant Units (DPCI/Hawks, Forensics).

(b) **Border Management Agency (BMA):** Mandate (integrated border law enforcement), specific relevance (control of import/export of radioactive material, interdiction of illicit trafficking, search/seizure at borders).

(c) **National Prosecuting Authority (NPA):** Prosecution interface.

(d) **Understanding Partner Powers:** Detail inspection, search, seizure, and enforcement powers of BMA and SAPS vs. NNR's regulatory powers.

(e) **Inter-Agency Agreements:** Role of specific **MoUs/SLAs** with BMA and SAPS.

(5) **Activity:** "Power & Mandate Distinction": Provide scenarios (e.g., undeclared source in container, insider threat, road accident with nuclear material). Participants identify applicable mandates/powers of NNR, BMA, and SAPS.

Afternoon Session (14:00 - 17:00):

SUBMODULE - 3: Strategic Planning for Joint Operations (3 hours)

(1) **Objective:** Develop practical skills in the critical planning phase of joint inspections/operations, ensuring clear objectives, roles, and robust communication.

(2) **Specific Outcomes:**

(a) Participants will be able to identify triggers for initiating joint operations with SAPS or BMA.

(b) Participants will be able to define clear objectives, roles, and responsibilities for multi-agency teams in a joint operation plan.

(c) Participants will understand the protocols for information sharing and communication in joint operations.

(3) **Assessment Criteria:**

(a) In a "Joint Operations Planning Scenario," participants successfully contribute to outlining the objectives and assigning roles for a simulated joint operation, achieving 80% completeness on a planning checklist.

(b) Participants correctly describe at least two key considerations for information sharing between NNR and law enforcement agencies (e.g., confidentiality, legal limitations).

(4) **Content:**

(a) **Identification of Need:** Triggers for joint operations (e.g., intelligence on illicit trafficking, security threats, complex incidents).

(b) **Pre-Joint Operation Meetings:** Defining Objectives, Scope, Roles/Responsibilities (lead agency, liaison officers), Legal Powers/Jurisdiction.

(c) **Information Sharing Protocols:** What can be shared, under what conditions (e.g., Classified Information Act, **POPIA**), data security for sensitive intelligence.

(d) **Communication Strategy:** Internal and across agencies.

(e) **Logistical Considerations:** Scheduling, resource allocation, security, media management.

(f) **Developing a Joint Operation Plan:** Key elements, contingency plans.

(5) **Activity: "Joint Operations Planning Scenario":** Teams role-play a pre-operation planning meeting between NNR, BMA, and SAPS for a simulated smuggling attempt, defining objectives, roles, info sharing rules, and initial operational steps.

Day 2: Conducting, Reporting, and Learning from Joint Inspections/Operations (8 Hours)
Morning Session (09:00 - 13:00):
SUBMODULE - 4: Effective Conduct of Joint Inspections & Operations (4 hours)

(1) **Objective:** Master the on-site coordination, communication, and procedural skills required to conduct joint operations effectively with **BMA** and **SAPS**.

(2) **Specific Outcomes:**

(a) Participants will be able to demonstrate effective on-site coordination and communication within a multi-agency team.

(b) Participants will understand the principles of evidence gathering in a joint context, distinguishing between regulatory and criminal evidence.

(c) Participants will be able to manage complex interactions with individuals under investigation in a professional manner.

(3) **Assessment Criteria:**

(a) During an "On-Site Coordination Simulation," participants demonstrate effective communication and coordination with mock partner agency representatives, as observed by an instructor.

(b) Participants correctly differentiate between the primary focus of evidence collection for a regulatory vs. a criminal investigation in a nuclear security incident.

(4) **Content:**

(a) **On-site Coordination:** Unified Command/Coordination, Briefing the Entity, Communication Protocols, Managing Differing Authorities.

(b) **Evidence Gathering in a Joint Context (Heightened Focus):** Criminal vs. Regulatory Evidence, **Chain of Custody**, Documentation, Confiscation/Seizure (**SAPS/BMA** powers), NNR's role in safe management.

(c) **Managing Complex Interactions:** Dealing with individuals under investigation (rights, arrests), media presence.

(5) **Activity: "On-Site Coordination Simulation":** Role-play responding to a simulated theft of a source at a border crossing. Challenges introduced requiring multi-agency coordination, immediate decision-making, and communication.

Afternoon Session (14:00 - 17:00):

SUBMODULE - 5: Post-Operation: Reporting, Follow-up, and Lessons Learned (3 hours)

(1) **Objective:** Understand the processes for consolidating findings, reporting, coordinating follow-up actions, and extracting lessons from joint operations with **BMA/SAPS**.

(2) **Specific Outcomes:**

(a) Participants will be able to contribute to joint debriefings and the consolidation of findings.

(b) Participants will understand the process for coordinated follow-up and enforcement actions between NNR and partner agencies.

(c) Participants will be able to identify lessons learned from joint operations to improve future collaboration.

(3) **Assessment Criteria:**

(a) Given mock operation findings, participants propose appropriate coordinated follow-up actions, distinguishing between regulatory and criminal tracks.

(b) Participants identify at least two key areas for improvement in inter-agency collaboration based on a provided case study of a joint operation.

(4) **Content:**

(a) **Joint Debriefing:** Consolidating findings, preliminary conclusions, next steps.

(b) **Reporting Outcomes:** Joint Report vs. Separate Reports with Cross-Referencing, ensuring factual consistency.

(c) **Coordinated Follow-up and Enforcement:** Lead agencies for regulatory vs. criminal tracks, sharing information on enforcement progress.

(d) **Review and Lessons Learned:** Debriefing the process, identifying improvements, updating **MoUs/SLAs**.

(5) **Activity: "Joint Incident Resolution":** Given mock operation findings, participants develop a resolution strategy, considering regulatory and criminal outcomes, and coordination with BMA/SAPS/NPA.

SUBMODULE - 6: Challenges and Best Practices in Law Enforcement/Border Control Joint Operations (1 hour)

(1) **Objective:** Summarise common challenges and identify best practices for successful and effective joint operations involving **BMA** and **SAPS**.

(2) **Specific Outcomes:**

(a) Participants will be able to identify common challenges encountered in inter-agency collaboration.

(b) Participants will be able to articulate best practices for ensuring successful and effective joint operations.

(3) **Assessment Criteria:**

(a) Participants correctly identify at least two common challenges (e.g., differing organisational cultures, information sharing limitations) in joint operations.

(b) Participants list at least two best practices (e.g., pre-established MoU's, clear command structure) that contribute to successful multi-agency collaboration.

(4) **Content:**

(a) **Common Challenges:** Differing organisational cultures, legal limitations on intelligence sharing, communication breakdowns, jurisdictional disputes.

(b) **Best Practices:** Strong pre-planning, clear command structure, established liaison officers, secure communication, pre-established protocols (**MoU's**), continuous joint training, building trust.

(5) **Activity:** Quick Poll/Wrap-up: Identify one key takeaway regarding successful collaboration with BMA or SAPS.

Assessment:

- **Active Participation**, **Scenario-Based Planning Exercise**, **Problem-Solving** during Simulations, Written Response, Short Comprehension Quiz.

Resources & Materials:

- **NNR Act** (Section 6), **Border Management Authority Act**, **SAPS Act**, **PCCAA**, **Customs and Excise Act**.
- Examples of **NNR MoU's/SLAs** with BMA and SAPS.
- NNR inspection/incident response planning templates.
- Case studies, presentations BMA and SAPS.

ANNEXURE H

DESIGN BRIEF FOR MODULE 12

INFORMATION TO INSIGHT: MASTERING REGULATORY DATA COLLECTION, ANALYSIS & CONCLUSION DEVELOPMENT

Target Audience: All **NNR Inspectors** (essential for all inspectors involved in compliance assurance, incident investigation, and regulatory decision-making).

Duration: 3 Days (24 hours total)

Overall Goal: To equip **NNR inspectors** with advanced techniques and critical thinking skills for the **objective collection, thorough analysis, and effective integration of diverse information**, enabling them to develop robust, safety-focused regulatory conclusions and propose defensible actions.

Day 1: Information Gathering Techniques & Objectivity (8 Hours)
Morning Session (09:00 - 13:00):

SUBMODULE - 1: Principles of Information Gathering for Regulatory Purposes (2 hours)

(1) **Objective:** To establish the foundational principles of objective and systematic **information** gathering in a regulatory context.

(2) **Specific Outcomes:**

(a) Participants will be able to articulate the importance of objectivity and systematic approach in regulatory information gathering.

(b) Participants will understand basic ethical considerations related to information collection (e.g., POPIA).

(3) **Assessment Criteria:**

(a) Participants correctly identify at least two potential biases in information gathering and propose a mitigation strategy for each.

(b) Participants accurately explain the principle of "objectivity" in the context of collecting regulatory information.

(4) **Content:**

(a) Purpose of Information Gathering,

(b) The "**Safety Focus**,"

(c) Importance of **Objectivity**,

(d) Systematic Approach,

(e) Ethical Considerations (**POPIA**).

(5) **Activity:** Group Discussion: Brainstorm common biases in information gathering and mitigation strategies.

SUBMODULE - 2: Types of Evidence & Collection Methodologies (2 hours)

- **(Addresses Point 1: Gathering information/evidence...)**

(1) **Objective:** To introduce inspectors to the various types of evidence and the appropriate methodologies for their collection.

(2) **Specific Outcomes:**

(a) Participants will be able to identify and differentiate between various types of evidence (e.g., physical, testimonial, documentary).

(b) Participants will understand the basic methodologies for collecting each type of evidence.

(3) **Assessment Criteria:**

(a) Given a scenario, participants correctly identify and categorise at least three types of evidence relevant to proving a non-compliance.

(b) Participants accurately describe a primary methodology for collecting documentary evidence.

(4) **Content:**

(a) **Physical Evidence** (handling, chain of custody),

(b) **Testimonial Evidence**,

(c) **Documentary Evidence**,

(d) **Analytical Evidence**,

(e) Expert Opinion.

(5) **Activity:** "Evidence Matching": Match evidence types to support regulatory findings in scenarios.

Afternoon Session (14:00 - 17:00):

SUBMODULE - 3: Objective Review, Observation, and Surveillance Skills (4 hours)

- **(Addresses Point 1: Gathering information/evidence...)**
- **(Addresses Point 6: Approaches problems objectively, considering all potential outcomes on an equal basis)**

(1) **Objective:** To develop practical skills in **objective observation**, critical document review, and effective surveillance.

(2) **Specific Outcomes:**

(a) Participants will be able to conduct objective observations, identifying factual data rather than interpretations.

(b) Participants will be able to critically review documents to identify discrepancies, omissions, or inconsistencies.

(c) Participants will understand the basics of regulatory surveillance for continuous monitoring.

(3) **Assessment Criteria:**

(a) In a "Mock Document Review," participants correctly identify at least three discrepancies or inconsistencies in provided authorisation holder documentation.

(b) During a simulated observation exercise (e.g., video walkthrough), participants record factual observations without premature judgment, achieving 80% accuracy.

(4) **Content:**

(a) Observation Techniques,

(b) Document Review Skills (identifying discrepancies),

(c) Surveillance (continuous monitoring),

(d) **Critical Thinking** in Observation,

(e) Avoiding **Confirmation Bias**.

(5) **Activity:** "Mock Document Review & Observation Walkthrough": Identify non-compliances/discrepancies from mock documents and videos.

Day 2: Critical Information Analysis & Judgment (8 Hours)
Morning Session (09:00 - 13:00):

SUBMODULE - 4: Interviewing and Testimonial Evidence (4 hours)

- **(Addresses Point 1: Gathering information/evidence...)**

(1) **Objective:** To master effective **interviewing techniques** for collecting accurate and reliable testimonial evidence.

(2) **Specific Outcomes:**

(a) Participants will be able to plan and conduct structured interviews.

(b) Participants will demonstrate effective questioning techniques and active listening skills.

(c) Participants will be able to accurately document interview information, distinguishing between fact and opinion.

(3) **Assessment Criteria:**

(a) In a "Role-Play Interview," participants ask at least five open-ended questions designed to elicit factual information and demonstrate active listening as evaluated by an instructor.

(b) Participants accurately transcribe key information from a mock interview recording, correctly identifying statements of fact vs. opinion.

(4) **Content:**

(a) Planning the Interview,

(b) Types of Questions,

(c) **Active Listening**,

(d) Managing Difficult Interviews,

(e) Interview Documentation,

(f) Legal Considerations (rights of interviewees, warnings),

(g) Distinguishing Fact from Opinion.

(5) **Activity:** "Role-Play Interview": Practice interviewing scenarios, focusing on questioning and note-taking.

Afternoon Session (14:00 - 17:00):

SUBMODULE - 5: Determining Acceptability of Information & Making Regulatory Judgements (4 hours)

- **(Addresses Point 2: Determining acceptability of information gathered and making regulatory judgements)**
- **(Addresses Point 7: Makes appropriate generalisations from data)**

(1) **Objective:** To develop skills in critically evaluating information for its reliability, validity, and relevance, and using it to form sound regulatory judgments.

(2) **Specific Outcomes:**

(a) Participants will be able to apply criteria to assess the reliability, validity, and relevance of collected information.

(b) Participants will be able to cross-verify information through triangulation from multiple sources.

(c) Participants will be able to formulate preliminary regulatory judgments based on assessed information.

(3) **Assessment Criteria:**

(a) In an "Information Evaluation Case Study," given conflicting pieces of information, participants correctly identify which piece of information is most reliable and justify their reasoning based on validity/relevance criteria.

(b) Participants formulate a preliminary regulatory judgment for a given scenario, indicating any remaining information gaps.

(4) **Content:**

(a) Criteria for **Acceptability** (relevance, reliability, validity),

(b) **Cross-Verification/Triangulation**,

(c) Identifying Gaps/Inconsistencies,

(d) Applying the **Graded Approach**,

(e) Forming Preliminary **Regulatory Judgements**,

(f) **Generalising from Data**,

(g) Documenting the Judgment Process.

(5) **Activity:** "Information Evaluation Case Study": Analyse conflicting information, assess acceptability, identify discrepancies, and formulate preliminary judgments.

Day 3: Incident Response, Risk Management & Regulatory Conclusions (8 Hours)
Morning Session (09:00 - 13:00):

SUBMODULE - 6: Handling Sensitive Information & Allegations (2 hours)

- **(Addresses Point 3: Demonstrated appreciation of the need for sensitivity when following up on allegations, whistleblowing or unsubstantiated information)**

(1) **Objective:** To ensure inspectors handle **sensitive information**, **allegations**, **whistleblowing**, and unsubstantiated claims with extreme caution and according to NNR protocols.

(2) **Specific Outcomes:**

(a) Participants will understand the critical importance of sensitivity and confidentiality when dealing with allegations or whistleblowing.

(b) Participants will be able to apply NNR procedures for handling and verifying unsubstantiated information.

(3) **Assessment Criteria:**

(a) In a scenario-based discussion, participants correctly outline the initial steps an NNR inspector should take upon receiving an anonymous allegation of malpractice, focusing on NNR protocol and confidentiality.

(b) Participants accurately explain the principle of "verify, don't confirm" when dealing with unsubstantiated information.

(4) **Content:**

(a) Nature of Sensitive Information,

(b) Why Sensitivity is Crucial,

(c) **NNR Procedures for Allegations/Whistleblowing**,

(d) "**Verify, Don't Confirm**,"

(e) Confidentiality and Protection of Informants (**Protected Disclosures Act**).

(5) **Activity:** Scenario-based Discussion: Respond to an anonymous allegation, adhering to NNR procedures.

SUBMODULE - 7: Responding to Incidents/Events with Urgency & Sound Judgment (4 hours)

- **(Addresses Point 4: Recognises and responds with an appropriate sense of urgency to incidents/events as they arise and ensures that others are appropriately informed)**
- **(Addresses Point 5: Uses sound judgment in exercising the appropriate level of caution, planning, and contingency planning)**

(1) **Objective:** To equip inspectors with the skills to rapidly assess, respond to, and manage incidents/events effectively, ensuring appropriate urgency, judgment, and communication.

(2) **Specific Outcomes:**

(a) Participants will be able to perform an initial rapid assessment of an incident to determine appropriate urgency.

(b) Participants will be able to identify internal and external notification requirements for incidents.

(c) Participants will demonstrate sound judgment in exercising caution and considering contingency planning during incident response.

(3) **Assessment Criteria:**

(a) In an "Incident Simulation & Response Planning" tabletop exercise, participants correctly identify the appropriate urgency level for a given incident and outline initial notification steps.

(b) Participants propose at least two contingency considerations for a simulated on-site incident response.

(4) **Content:**

(a) Initial **Incident Assessment**,

(b) Prioritisation, Appropriate Sense of Urgency,

(c) Internal/External Notification Protocols,

(d) **Sound Judgment & Caution**,

(e) Planning & **Contingency Planning**,

(f) Scene Management (initial NNR role).

(5) **Activity:** "Incident Simulation & Response Planning": Tabletop exercise for a simulated incident, requiring rapid assessment, planning, and communication.

Afternoon Session (14:00 - 17:00):

SUBMODULE - 8: Integrating Information for Supportable Conclusions & Enforcement Action (2 hours)

- **(Addresses Point 6: Approaches problems objectively, considering all potential outcomes on an equal basis)**
- **(Addresses Point 7: Makes appropriate generalisations from data)**
- **(Addresses Point 8: Proposes supportable enforcement action based on a review of the information gathered)**

(1) **Objective:** To integrate all learned skills to synthesise diverse information into robust, defensible regulatory conclusions and propose appropriate enforcement actions.

(2) **Specific Outcomes:**

(a) Participants will be able to synthesise diverse evidence into a coherent narrative leading to a regulatory conclusion.

(b) Participants will be able to propose supportable enforcement actions based on a comprehensive review of collected information and NNR policy.

(c) Participants will be able to articulate the rationale and evidence supporting their conclusions and proposed actions.

(3) **Assessment Criteria:**

(a) In a "Comprehensive Case Analysis & Recommendation" capstone exercise, participants integrate information from multiple sources to formulate a defensible regulatory conclusion and propose an appropriate enforcement action, achieving 75% accuracy on a structured rubric.

(b) Participants verbally articulate the key pieces of evidence supporting their proposed enforcement action during a presentation.

(4) **Content:**

(a) Synthesis and Integration of evidence,

(b) Developing a Narrative,

(c) Drawing Sound Conclusions,

(d) **Root Cause Determination** (advanced),

(e) Proposing **Supportable Enforcement Action** (using NNR Enforcement Policy, proportionality, consistency).

(5) **Activity: Capstone Exercise: "Comprehensive Case Analysis & Recommendation":** Analyse a complex case with raw data, identify issues, formulate conclusions, propose defensible actions, and present findings.

Assessment:

- **Active Participation**, **Practical Exercises & Case Studies**, **Capstone Exercise Performance**, Written Report/Briefing.

Resources & Materials:

- **NNR Inspection Manual/Procedures**,
- **NNR Enforcement Policy**,
- **NNR Act**, Regulations, Regulatory Instruments,
- **POPIA**, **Protected Disclosures Act**.
- Case studies, mock documents, video/audio clips, guest speakers

ANNEXURE I

DESIGN BRIEF FOR MODULE 13

EVIDENCE MASTERY - GATHERING, MANAGEMENT, AND DOCUMENTATION FOR NNR INSPECTORS

Target Audience: All **NNR Inspectors** (particularly relevant for new inspectors, compliance assurance personnel, and those involved in incident investigation or potential enforcement cases).

Duration: 2 Days (16 hours total)

Overall Goal: To equip **NNR inspectors** with the practical techniques and procedural knowledge required to effectively **identify, gather, secure, preserve, manage, and document various types of inspection evidence**, ensuring its integrity, admissibility, and confidentiality in accordance with legal principles and NNR's established procedures.

Day 1: Foundations of Evidence & Initial Collection (8 Hours)
Morning Session (09:00 - 13:00):

SUBMODULE - 1: Legal Principles of Evidence & NNR Context (3 hours)

- **(Addresses Point 1: Potential evidence are identified and secured according to the law of evidence principles)**

(1) **Objective:** To understand the fundamental **legal principles governing evidence** in **South** Africa and their application to NNR's regulatory activities.

(2) **Specific Outcomes:**

(a) Participants will be able to define key terms related to evidence (e.g., admissibility, relevance, chain of custody).

(b) Participants will understand the importance of evidence integrity for its legal admissibility.

(c) Participants will identify their role as collectors and preservers of evidence.

(3) **Assessment Criteria:**

(a) Participants correctly define "admissibility" and "chain of custody" in a written quiz.

(b) Participants explain why maintaining evidence integrity is crucial for its potential use in legal proceedings.

(4) **Content:**

(a) Definition of Evidence,

(b) Types of Evidence (Direct, Circumstantial, Oral, Documentary),

(c) **Admissibility** (Relevance, Reliability, Legality), Burden of Proof (brief overview),

(d) The **Chain of Custody** (foundational concept), Inspector's Role as "Collector" and "Preserver."

(5) **Activity:** Case Study Discussion: Analyse a past case focusing on evidence, its role, and admissibility challenges.

SUBMODULE - 2: Identifying & Securing Evidence at the Scene (3 hours)

- **(Addresses Point 1: Potential evidence are identified and secured according to the law of evidence principles and organisational procedures)**
- **(Addresses Point 3: Potential exhibits/evidence are obtained and preserved according to procedures)**

(1) **Objective:** To develop practical skills in identifying potential evidence, assessing a scene, and implementing initial security measures.

(2) **Specific Outcomes:**

(a) Participants will be able to conduct an initial scene assessment to identify potential evidence.

(b) Participants will be able to implement basic scene security and preservation measures.

(c) Participants will be able to perform initial documentation of the scene (e.g., notes, sketches).

(3) **Assessment Criteria:**

(a) In a "Mock Scene Walkthrough" exercise, participants correctly identify at least three potential pieces of evidence and describe initial steps to secure the scene.

(b) Participants accurately complete a mock scene entry log and initial sketch, capturing essential details.

(4) Content:

(a) Scene Assessment,

(b) Evidence Identification,

(c) Scene Security & Preservation (perimeter, preventing contamination, access control),

(d) Initial Documentation (sketches, notes, logs),

(e) Roles and Responsibilities (NNR vs. SAPS).

(5) **Activity: "Mock Scene Walkthrough": Identify evidence, secure a "scene," and plan initial** preservation actions using photos/simulated room.

Afternoon Session (14:00 - 17:00):

SUBMODULE - 3: Physical Evidence Collection & Preservation (2 hours)

- **(Addresses Point 3: Potential exhibits/evidence are obtained and preserved according to procedures)**

(1) **Objective:** To provide hands-on training for the correct procedures for collecting and **preserving** various forms of **physical evidence**.

(2) **Specific Outcomes:**

(a) Participants will be able to apply correct techniques for collecting physical evidence (e.g., photos, samples, measurements).

(b) Participants will be able to properly package, seal, and label physical evidence.

(c) Participants will accurately complete chain of custody forms for collected physical evidence.

(3) **Assessment Criteria:**

(a) In a "Hands-on Evidence Collection Simulation," participants correctly collect, package, and label a mock physical sample, completing the associated chain of custody form with 100% accuracy.

(b) Participants demonstrate correct use of PPE and contamination control measures during simulated collection.

(4) **Content:**

(a) General Collection Principles (PPE, avoiding contamination),

(b) Specific Collection Techniques (Photos/Videos, Samples, Equipment/Components, Measurements),

(c) **Packaging & Sealing** (tamper-evident, labelling),

(d) Field Notes,

(e) **Chain of Custody Forms**.

(5) **Activity: "Hands-on Evidence Collection Simulation":** Practice collecting, labelling, packaging, and filling out chain of custody forms for mock evidence.

Day 2: Documentation, Management & Quality Control (8 Hours)

Morning Session (09:00 - 13:00):

SUBMODULE - 4: Documentary Evidence & Testimonial Evidence Collection (3 hours)

- **(Addresses Point 3: Potential exhibits/evidence are obtained and preserved according to procedures)**

(1) **Objective:** To detail the procedures for obtaining, authenticating, and preserving **documentary** and **testimonial evidence**.

(2) **Specific Outcomes:**

(a) Participants will be able to correctly obtain, copy, and authenticate documentary evidence, including digital records.

(b) Participants will be able to follow NNR protocols for taking and documenting testimonial evidence (e.g., statements).

(3) **Assessment Criteria:**

(a) Given a mock document, participants correctly identify key information, note any discrepancies, and accurately complete a mock evidence log for the document.

(b) Participants accurately describe the steps to authenticate a copy of a authorisation holder's record.

(4) **Content:**

(a) Documentary Evidence (identifying, obtaining copies, authenticity, digital documents, record of access),

(b) Testimonial Evidence (interview protocols, taking statements, verification, witness identification).

(5) **Activity:** "Document Evidence Review & Authentication": Identify key info, note discrepancies, and complete mock evidence logs for documents, including authentication steps.

SUBMODULE - 5: **Security & Confidentiality of Inspection Evidence (2 hours) * (Addresses Point 2: Maintenance of appropriate security and confidentiality of inspection evidence)**

(1) **Objective:** To ensure inspectors understand and apply NNR's procedures for maintaining the **security and confidentiality** of all inspection evidence.

(2) **Specific Outcomes:**

(a) Participants will be able to classify inspection evidence based on its security and confidentiality requirements.

(b) Participants will be able to apply NNR procedures for physical and digital security of evidence.

(c) Participants will understand the "need to know" principle and its application to sensitive information.

(3) **Assessment Criteria:**

(a) Participants correctly identify the security classification for given types of inspection evidence (e.g., security plan, personal dose record).

(b) Participants describe at least two NNR procedures for securely storing physical or digital evidence.

(4) **Content:**

(a) Importance of Security,

(b) Levels of Security (classification),

(c) Physical Security Measures,

(d) Digital Security Measures,

(e) **Confidentiality Requirements** (**POPIA**, **Protection of Personal Information Act**), "

(f) **Need to Know**" Principle.

(5) **Activity:** Group Discussion: Risks of evidence breaches and mitigation strategies.

Afternoon Session (14:00 - 17:00):

SUBMODULE - 6: Registration, Safekeeping & Handover to Analysts (2 hours)

- **(Addresses Point 4: Potential exhibits/evidence are registered for safekeeping and handed to relevant analysts according to procedures)**

(1) **Objective:** To master the administrative procedures for **registering evidence**, ensuring its **secure safekeeping**, and correct **handover to relevant experts or analysts**.

(2) **Specific Outcomes:**

(a) Participants will be able to correctly register collected evidence using NNR's systems and forms.

(b) Participants will understand procedures for secure storage and transport of evidence.

(c) Participants will be able to perform a proper handover of evidence to a designated analyst or expert.

(3) **Assessment Criteria:**

(a) Participants accurately complete a mock evidence registration form and demonstrate correct handover procedures, including verification by the recipient.

(b) Participants correctly identify the NNR department or external entity responsible for analysing specific types of evidence.

(4) **Content:**

(a) **Evidence Registration Systems** (NNR forms, electronic systems),

(b) Unique Identifiers,

(c) **Secure Storage**,

(d) Handover Procedures (documentation, verification, transportation, interface with experts/labs/SAPS),

(e) Return of Evidence.

(5) **Activity:** "Evidence Tracking Simulation": Complete mock registration forms, chain of custody logs, and practice handover to a mock analyst.

SUBMODULE - 7: Verifying Validity/Reliability of Information Gathered (1 hour)

- **(Addresses Point 5: Verifying validity/reliability of information gathered)**

(1) **Objective:** To reinforce the importance of **verifying the quality and trustworthiness** of all gathered information and evidence.

(2) **Specific Outcomes:**

(a) Participants will be able to apply methods for verifying the reliability and validity of information and evidence.

(b) Participants will understand the importance of corroboration and cross-referencing to assess evidence quality.

(3) **Assessment Criteria:**

(a) Given a scenario with conflicting evidence, participants propose at least two methods to verify the validity or reliability of the information.

(b) Participants correctly explain why cross-referencing information from multiple sources enhances its reliability.

(4) **Content:**

(a) Reliability vs. Validity,

(b) Methods of Verification (cross-referencing, corroboration),

(c) Assessing Source Credibility,

(d) Impact on Regulatory Conclusions,

(e) Review Process (QA).

(5) **Activity:** Short Case Study: Discuss how to verify conflicting or questionable evidence.

Assessment:

- **Active Participation**, **Practical Evidence Handling Assessment**, **Evidence Log/Chain of Custody Completion**, Written Examination, **Scenario-Based Problem Solving**.

Resources & Materials:

- **NNR Inspection Manual/Procedures** (Evidence Handling),
- **NNR forms** (Chain of Custody, Evidence Logs),
- **NNR Act**,
- **Civil Proceedings Evidence Act**,
- **Criminal Procedure Act**,
- **POPIA**, **Protection of Information Act, PAIA**.
- Mock evidence kits, photography/video guidelines, Case studies, Guest Speaker

SECTION 5: PRICE PROPOSAL

PRICING SCHEDULE **(Professional Services- FIRM PRICES)**

NAME OF BIDDER:	
CLOSING TIME :11H00	CLOSING DATE: **29 JULY 2026**

DESCRIPTION: **APPOINTMENT OF A SERVICE PROVIDER TO APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP TRAINING MATERIAL**

ITEM	MODULE	DESCRIPTION	HOURLY RATE	TOTAL COST
Annexure A:	Module 2	AUTHORITY OF REGULATION: UNDERSTANDING AND APPLYING NNR INSPECTOR POWERS	**R**	**R**
Annexure B:	Module 3	BUILDING TRUST & UNDERSTANDING STAKEHOLDERS IN NUCLEAR REGULATION	**R**	**R**
Annexure C:	Module 4	THE LEGAL COMPASS - NAVIGATING REGULATORY COMPLIANCE	**R**	**R**
Annexure D:	Module 5	NNR'S STRATEGIC COMPASS - STAYING ALIGNED WITH CURRENT PRIORITIES	**R**	**R**
Annexure: E	Module 8	THE GRADED APPROACH IN PRACTICE - SMART REGULATION FOR NNR INSPECTORS	**R**	**R**
Annexure F:	Module 9	UPHOLDING INTEGRITY - IDENTIFYING, AVOIDING CONFLICTS OF INTEREST, AND PREVENTING MALPRACTICE FOR NNR INSPECTORS	**R**	**R**
Annexure G	Module 10	COLLABORATIVE REGULATION - PLANNING AND CONDUCTING JOINT INSPECTIONS WITH LAW ENFORCEMENT AND BORDER CONTROL AGENCIES	**R**	**R**
Annexure H:	Module 12	INFORMATION TO INSIGHT: MASTERING REGULATORY DATA COLLECTION, ANALYSIS & CONCLUSION DEVELOPMENT	**R**	**R**
Annexure I:	Module 13	EVIDENCE MASTERY - GATHERING, MANAGEMENT,		

		AND DOCUMENTATION FOR NNR INSPECTORS	**R**	**R**

SUB-TOTAL	**R**
VAT	**R**
TOTAL INCL VAT	**R**

CONDITIONS AND REQUIREMENTS APPLICABLE TO THE PRICING PROPOSAL

1. Bidders **are requested to** submit a separate Price schedule (use the table above as a guide). The Pricing schedule must reflect all the services, activities required, listing all the items as per the scope of work and for each training requirements. Failure to submit a pricing schedule will lead to disqualification. **(different price options with different or amended scopes of work will not be considered, only one price proposal must be submitted as per the bid requirements)**

2. It is mandatory to indicate your total price on the price declaration form below. This price must be the same as the total price submitted on the bidders pricing schedule. Should the total price differ (i.e. have discrepancies), the price indicated on the price declaration form below shall be considered and used for evaluation. Omission and /or errors will not be considered.

3. Fees must be quoted in South African Rands and must be vat inclusive (Value Added Tax at 15%), inclusive of any escalation or any potential future alteration required. Prices are to remain fixed and valid for the period of the project.

4. Bidders must ensure that all rates/amounts include all costs, disbursements, and escalations deemed necessary. No additional costs will be allowed.

5. Only fixed prices will be accepted. Non-fixed (including prices subject to rates of exchange variations) will not be considered. Failure to provide fixed prices may result in disqualification.

6. The bidder is responsible for any costs associated with the preparation of this bid.

PRICE DECLARATION FORM

1. Having read through and examined the Request for Bid/Request for Quotation (RFB/RFQ Document, General Conditions, the requirement and all other Annexures to the RFB/RFQ Document, we offer to provide services to NNR at the total bid amount of:

R.. (Including VAT)

In words...(Including VAT)

2. We confirm that this price covers all costs associated with the scope of work as required for the project. We confirm that NNR will incur no additional costs whatsoever over and above this amount in connection with the provision of this service.
3. We undertake to hold this offer open for acceptance for a period of 90 days from the date of submission of offers. We further undertake that upon final acceptance of our offer; we will commence with the provision of services when required to do so by the NNR.
4. We understand that you are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this bid.
5. We hereby undertake for the period during which this bid remains open for acceptance not to divulge to any persons, other than the persons to which the bid is submitted, any information relating to the submission of this bid or the details therein except where such is necessary for the submission of this bid

……………………………… ..…………………………………………

Signature Date

SECTION 6: EVALUATION AND SELECTION PROCESS

1. EVALUATION PROCESS

1.1 The Bid will be evaluated in two phases as follows:

1.1.1 **Phase 1: Administrative Compliance**

Administrative criteria will be applied in the initial stage of the evaluation. Bidders who do not meet all the administrative compliance criteria may not be considered for Phase 2 of the evaluation.

1.1.2 **Phase 2: Specific Goals and Price**

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 specific goals prescribed and must be supported by proof/ documentation stated in the conditions of this tender.

The Bidders will be scored based on price and specific goals allocation in accordance with the applicable legislation.

The successful bidder will typically be the Bidder that scores the highest number of points on price and specific goals unless the NNR exercises its right to cancel the tender or finds that there are valid businesses or transformative reasons that justify the award to a company that did not obtain the highest score.

PHASE 1: Administrative Compliance

The following administrative compliance will be applied in the initial stage of the evaluation. **Bidders who do not meet the administrative compliance may not be considered for price and specific goals.**

Bidders are required to complete the table below by indicating whether they comply with the requirement by marking the appropriate column with an 'X' on the table below. Bidders are required to corroborate each requirement, where applicable.

Requirements	Non-Compliant	Compliant	Comment or reference to section in the bid Document
1. Tenders must be tax compliant with the SARS. Submit unique personal identification number (PIN) issued by SARS to enable the NNR to view the taxpayer's profile and tax status.			
2. Central Supplier Database (CSD) submit proof of registration.			
3. Bidder has submitted all returnable documentation to the NNR (Annexures and SBD forms) (SBD 4, SBD 6.1, pricing proposal)			
4. Company Organogram (relevant to the project).			
5. General Conditions of Contract – signed			

PHASE 2: Price and Specific Goals

In terms of Regulation of the preferential Procurement Regulations pertaining to the Preferential Procurement Framework Act,2000(Act 5 of 2000) responsive bids will be evaluated on the **80/20**-point system in terms of which points are awarded to bidders based on:

- Price points **80**
- Specific goals **20**

Price points

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

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

Where

Ps = Points scored for price of bid under consideration
Pt = Price of bid under consideration
P-min = Price of lowest acceptable bid

Specific goals

A maximum of 20 points may be awarded in respect of specific goals, which points must be awarded to a bidder for attaining the specific goals in accordance with the table below:

Specific goals allocated points in terms this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
50% or more: Owned by black people	10	
30% or more: Owned by black women	5	
20% or more: Owned by white women	3	
10% or more: Owned by people with disabilities	2	

The following documentary proof must be submitted to claim for specific goals:

a. Black ownership: Certified identity document, BBBEE certificate or sworn affidavit.
b. Black women ownership: Certified identity document, BBBEE certificate or sworn affidavit.
c. Disability ownership: Certified identity document, BBBEE certificate or sworn affidavit.
d. White women ownership: Certified identity document, BBBEE certificate or sworn affidavit.

ANNEXURE 1

BIDDER'S DISCLOSURE **SBD 4**

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[1] 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:………………………………………………………………………

[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.

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[2] will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

I CERTIFY THAT THE INFORMATION FURNISHED 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.

ANNEXURE 2 **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

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

1.2 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.

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

1.4 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.

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$\boldsymbol{Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)}$$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmin	=	Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
50% or more: Owned by black people	10	
30% or more: Owned by black women	5	
20% or more: Owned by white women	3	
10% or more: Owned by people with disabilities	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: …………………………………………………

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

…………………………………………

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ………………………………………………………

DATE: ………………………………………………………

ADDRESS: ………………………………………………………

………………………………………………………

………………………………………………………

ANNEXURE 3 THE GENERAL CONDITIONS OF THE CONTRACT WILL FORM PART OF ALL BID DOCUMENTS AND MAY NOT BE AMENDED

THE NATIONAL TREASURY
Republic of South Africa

1. Definitions

1 The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 “Day” means calendar day

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

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

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

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

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

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods

1.22 "Republic" means the Republic of South Africa

1.23 "SCC" means the Special Conditions of Contract

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection

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

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

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

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

6. Patent rights

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

7. Performance security

7.1 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 fulfilment 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 cancelling 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 anti- dumping 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 wilful misconduct, and in the case of infringement pursuant to Clause 6;

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

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

29. Governing language

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

30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation (NIP) Programme	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
	34.3	If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

……………………………………………… ……………………………………

Signature Date