Request for Quotation (RFQ)

for the manufacturing, testing and supply of three high-performance passive/validated moulding enclosures for a CSIR's beneficiary company.

RFQ Number: 9551/09/12/2026

Date of issue	25 November 2026
Last date for submission of enquiries/clarifications	Date: 03 December 2026 Time: 16:30
Closing Date and Time	Date: 09 December 2026 Time: 16:30 (late submissions will not be accepted)
CSIR Hours	08h00 – 16h30
RFQ Validity Period	90 calendar days (Commencing from the RFQ closing date)
Electronic Submission	Maximum file size (per file) is 20MB that can be uploaded. The Electronic Bid Submission Portal (EBSP) automatically rejects late entries. Bidders must upload all documents early to accommodate large file sizes and network speeds. CSIR accepts no liability for system traffic, bandwidth issues, or technical failures experienced during submission.
Enquiries and submission of Quotation	Click here for Queries and Submission
Guide on how to register on the CSIR Electronic Bid Submission Portal	SUPPLIER REGISTRATION USER GUIDE. WATCH THE VIDEO DEMONSTRATION

1 INTRODUCTION

The Council for Scientific and Industrial Research (CSIR) is one of the leading scientific research and technology development organisations in Africa. In partnership with national and international research and technology institutions, the CSIR undertakes directed and multidisciplinary research and technology innovation that contributes to the improvement of the quality of life of South Africans. The CSIR's main site is in Pretoria while it is represented in other provinces of South Africa through regional offices.

2 INVITATION FOR QUOTATION

Quotations are hereby invited for the provision of a turnkey design and manufacturing of three (3) casting aluminium tooling for 40 L, 65 L and (80 L wheeled) moulding enclosers.

The company's quote must clearly demonstrate and or include all relevant stages of development, towards final products and be made in South Africa. This quote is for a company that will be assisted by the CSIR. All quotations are to be submitted electronically through CSIR Electronic Bid Submission Portal.

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All quotations will only be considered if received by the CSIR before the closing date and time (as indicated on the cover page).

3 SPECIFICATION

Quotations are hereby invited for the provision of a turnkey design and manufacturing of three (3) casting aluminium tooling for 40 L, 65 L and (80 L wheeled) moulding enclosers.

The company's quote must clearly demonstrate and or include all relevant stages of development, towards final products and be made in South Africa. This quote is for a company that will be assisted by the CSIR.

The detailed specification is outlined under **Annexure A**

4 SUBMISSION REQUIREMENTS

4.1 All quotations must be submitted electronically to **Electronic Bid Submission Portal**

4.2 All quotations submission are to be clearly subject-referenced with the RFQ number and RFQ Description. Documents must consist of three parts, each of which must be sent in three separate folders:

4.2.1 **Mandatory Repository:** Mandatory (**Table 1 – Mandatory Returnable Documents**).

4.2.2 **Technical and Other Essential Repository:** Other essential returnable document (**Table 3 – Other Essential Returnable Documents**) and RFQ document.

4.2.3 **Price and B-BBEE Repository:** Essential returnable documents i.e. **Annexure B**: Pricing Schedule or quotation aligned to Pricing Schedule, and **Annexure E:** Preference Points Award Form (Mandatory documents to claim preference points) (**Table 2 – Essential Returnable Documents**).

4.3 Maximum file size (per file) is 20MB that can be uploaded.

4.4 Documents submitted with links to cloud solutions such as: WeTransfer, Google Drive, Dropbox, etc. will not be considered.

4.5 The naming / labelling syntax of files or documents must be short and simple, up to fifty (50) characters.

4.6 The Electronic Bid Submission Portal does not accept late submission, bidders are required to ensure that electronic bid submissions are done timely before the closing date and time to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. The CSIR will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit.

4.7 Documents submitted must be signed by a person or persons duly authorised.

4.8 Documents submitted at incorrect location or address, will not be accepted for consideration.

4.9 All dates and times in this RFQ are South African standard time.

4.10 Any time or date in this bid is subject to change at the CSIR's discretion. The establishment of a time or date in this bid does not create an obligation on the part of the CSIR to take any action or create any right in any way for any bidder to demand that any action be taken on

the date established. The bidder accepts that, if the CSIR extends the deadline for the RFQ submission (the Closing Date) for any reason, the requirements of this RFQ otherwise apply equally to the extended deadline.

4.11 The CSIR will award the contract to qualified bidder(s)' whose proposal is determined to be the most advantageous to the CSIR, taking into consideration, *inter alia* the technical (functional) solution, price, specific goals and objective criteria.

5 COUNTER CONDITIONS

5.1 Bidders' attention is drawn to the fact that amendments to any of the RFQ Conditions or Master agreement or setting of counter conditions by bidders or qualifying any RFQ Conditions will result in the invalidation of such submission.

6 FRONTING

6.1 Government supports the principles of broad-based black economic empowerment and recognises that meaningful empowerment, fair competition and sound public procurement can only be achieved where bidders, contractors, individuals and businesses conduct themselves in a manner that is consistent with the Constitution of the Republic of South Africa and in an honest, fair, equitable, transparent and legally compliant manner. Against this background, the CSIR condemns any form of fronting, fraud, misrepresentation, false declaration or the submission of information, documents or claims that are misleading, inaccurate or not credible, including but not limited to claims relating to experience, qualifications, capacity, resources, quality, certifications, ownership, subcontracting arrangements, local content, compliance status or any other material aspect of a bid or contract.

6.2 The CSIR reserves the right, at any stage of the procurement process or during the life of any resulting contract, to verify, investigate or require substantiation of any representation, statement, document or claim made by a bidder or contractor, whether relating to fronting or to any other material aspect of the bid or contract, including experience, past performance, qualifications, technical capability, quality standards, resources, personnel, certifications, pricing, ownership, subcontracting arrangements and legal or regulatory compliance. If the

CSIR determines, or has reasonable grounds to believe, that any such information is false, misleading, inaccurate, fraudulent, non-credible or constitutes fronting or any other material misrepresentation, the CSIR may, in addition to any other rights or remedies available in law, disqualify the bidder, reject the bid, terminate negotiations, cancel the award, cancel or terminate the contract, recover any losses or damages suffered, report the matter to the relevant authorities, and take steps to restrict or bar the bidder or contractor from doing future business with the public sector or with the CSIR, subject to applicable law. The CSIR may further take such conduct into account in assessing the bidder's or contractor's integrity, reliability and suitability in any future procurement process.

7 PRICING REQUIREMENTS

7.1 Pricing must be provided in South African Rand (including all applicable taxes less all unconditional discounts).

7.2 Prices that are subject to escalation and exchange rate fluctuations are to be clearly indicated, with the currency and rate of exchange (ROE) used in the quotation must be clearly indicated. For prices subject to ROE variations, bidders must indicate the ROE used by 12:00 p.m. (South African Time) on the date of issuing this tender. Bidders must also indicate the source of ROE used. The bidder must provide a total cost breakdown and escalation formula.

7.3 Price should include additional cost elements such as travel cost, freight, insurance until acceptance, duty where applicable, etc.

7.4 **Payment will be according to the CSIR Payment Terms and Conditions.**

7.5 The CSIR does not ordinarily provide advance or upfront payments. However, where a bidder requests an advance or upfront payment and the CSIR, at its sole discretion, agrees to such request, the CSIR reserves the right to require the bidder to furnish an Advance Payment Guarantee from a recognised financial institution acceptable to the CSIR. The value, format, terms, and duration of the guarantee shall be determined by the CSIR and must provide adequate security for the full amount of the advance payment. Failure to provide the required guarantee may result in the rejection of the advance payment request or termination of contract negotiations.

7.6 Please provide a detail pricing using a Pricing Schedule outlined under **Annexure B.**

Bidders are to price their quotations using the Pricing Schedule. Explanatory notes must be provided in the quotation when deviating from the Pricing Schedule.

7.7 For international quotations, suppliers are requested to provide pricing on a DAP (Named Place of Destination) Incoterms® 2020 basis to enable a fair comparison of total landed cost, including transport, export duties, if applicable, and delivery. Quotations should include a clear cost breakdown, showing where applicable:

- Ex-works (EXW) price of the goods
- Inland cost, e.g., transport and export clearance and handling up to FCA point
- International freight (CPT or equivalent)
- Insurance, if arranged by the supplier

Final delivery to destination (DAP)The Buyer maintains an **open marine insurance policy** covering shipments; suppliers are not required to provide separate insurance unless specifically requested.

Prior to contract award, the Buyer reserves the right to confirm or amend the final delivery term to **FCA (Named Place of Delivery) Incoterms®2020, or any Incoterm up to DAP, or another mutually agreed Incoterm**, depending on operational efficiency and best practice.

Quotations will be evaluated based on **total landed cost, delivery reliability, compliance with export/import requirements, technical conformance, and supplier capability**. The contract will be awarded to the quotation representing the **best overall value**, which may not necessarily be the lowest price.

8 APPOINTMENT OF SUPPLIER OR SERVICE PROVIDER

8.1 The contract will be awarded to the bidder who scores the highest total number of points during the evaluation process, except where the law permits otherwise.

8.2 Appointment as a successful supplier or service provider shall be subject to the parties agreeing to mutually acceptable contractual terms and conditions. In the event of the parties

failing to reach such agreement, CSIR reserves the right to appoint an alternative supplier or service provider.

8.3 Awarding of contracts will be published on the same platform where the bid was published, and no regret letters will be sent to unsuccessful bidders.

8.4 The CSIR reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to the CSIR or pose a risk to the organisation.

8.5 Timeous finalisation of this agreement will be an absolute pre-condition to the recommended bidder's appointment to provide goods or services to the CSIR.

8.6 If the recommended bidder(s) fails to sign the proposed agreement within the time frame stipulated, CSIR reserves the right to:

8.6.1 cancel the award to the recommended bidder;

8.6.2 enter into negotiations with the second ranked bidder(s) and conclude the proposed agreement with such second ranked bidder(s); or

8.6.3 take any other action CSIR deems reasonable and appropriate.

9 ENQUIRIES AND CONTACT WITH THE CSIR

Any enquiry or query regarding this RFQ shall be submitted via the EBSP - Click here for Queries and Submission in writing to CSIR in the format outlined in the table on the cover page of this RFQ document.

Any other contact with CSIR personnel, whether involved or not in this RFQ (about this RFQ process) is not permitted during the RFQ process other than as required through existing service arrangements or as requested by the CSIR as part of the RFQ process.

10 MEDIUM OF COMMUNICATION

All documentation submitted in response to this RFQ must be in English language.

11 CORRECTNESS OF RESPONSES

11.1 The bidder must confirm satisfaction regarding the correctness and validity of their proposal and that all prices and/or rates quoted cover all the work/items specified in the RFQ. The prices and rates quoted must cover all obligations under any resulting contract.

11.2 The bidder accepts that any mistakes regarding prices and calculations will be at their own risk.

12 VERIFICATION OF DOCUMENTS

12.1 Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. No liability will be accepted by the CSIR regarding anything arising from the fact that pages are missing or duplicated.

12.2 Pricing schedule and specific goals credentials should be submitted with the RFQ response as a separate document and no such information should be included in the technical proposal.

13 PRE-COMMENCEMENT PHASE

In order to allow for a smooth transition of handover of obligations from a current supplier or service provider to the successful bidder, it may be required of the successful bidder to avail themselves before commencement of the agreement in order to facilitate ease of transition and secure continuity of pertinent services to CSIR, where applicable. This should and will be at no cost to the CSIR. This phase should not be interpreted as part of the contract.

14 POST TERMINATION DISENGAGEMENT AND TRANSITION

It is expected of the successful bidder to be fully involved in such activities, where applicable, that will enable a seamless handover of the obligations to a newly appointed supplier or service provider and allow for a smooth transition.

15 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that the CSIR allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and the CSIR will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

16 ADDITIONAL TERMS AND CONDITIONS

16.1 A bidder shall not assume that information and/or documents supplied to CSIR, at any time prior to this request, are still available to CSIR, and shall consequently not make any reference to such information document in its response to this request.

16.2 Copies of any affiliations, memberships and/or accreditations that support your submission must be included in the RFQ.

16.3 In case of submission/s from a joint venture, the following must be submitted together with the proposal/s:

- A joint venture agreement signed by both parties with clear indication of the lead partner, including split of work;
- Copy of a valid certificate or consolidated B-BBEE score card or sworn affidavit;
- The latest Tax Compliance Status (TCS) or CSD Report of each joint venture partner;
- Proof of ownership/shareholder certificates/copies; and
- Company registration certificate/s.

16.4 An omission to disclose material information, a factual inaccuracy, and/or a misrepresentation of fact may result in the disqualification of a submission, or cancellation of any subsequent contract.

16.5 No goods and/or services should be delivered to the CSIR without an official CSIR Purchase Order. The CSIR purchase order number must be quoted on the invoice. Invoices without CSIR purchase order numbers will be returned to supplier without payment.

16.6 Failure to comply with any of the terms and conditions as set out in this document will invalidate the submission.

17 SPECIAL CONDITIONS

The CSIR reserves the right to

17.1 Extend the closing date of this RFQ;

17.2 Correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process;

17.3 Verify any information contained in the bidder's submission;

17.4 Request documentary proof regarding the bidder's submission;

17.5 Carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the product/service offered by the bidder(s) or verify any information whether before or after the adjudication of this RFQ;

17.6 Award this tender to a bidder that did not score the highest total number of points, only in accordance with Section 2(1)(f) of the PPPFA (Act 5 of 2000);

17.7 Request a Best and Final Offer ("BAFO")

17.8 Request audited financial statements or other documents for the purpose of a due diligence exercise to determine if the bidder will be able to execute the contract;

17.9 Award this RFQ as a whole or in part;

17.10 Award this RFQ to multiple bidders;

17.11 Cancel and/or terminate the RFQ process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such;

17.12 Post-tender negotiate on any elements on the bid, including but not limited to technical, transformation, price, and contractual terms and conditions.;

17.13 Request presentations from shortlisted bidders. All costs relating to the preparation of such presentations to be borne by the bidders.

17.14 Not to award a contract to a bidder who is associated with a security breach that materially adversely affects other entities or if any directors or officers of a bidder are formally charged of fraudulent or illegal conduct which, would harm the CSIR's reputation by its continued association with the bidder.

17.15 Procure goods or services from the market if the current market price for such goods or services becomes lower than the prices stipulated in the Contract. Should the CSIR determine that a lower market price is available, the CSIR shall notify the Supplier/Service Provider in writing of such finding. The Supplier/Service Provider shall have the right to respond within a defined period, and if a mutually acceptable price adjustment cannot be reached, the CSIR may, at its discretion, source the goods or services from another Supplier/Service Provider, or terminate this Contract in accordance with its terms.

18 DUE DILIGENCE AND RISK ASSESSMENT

18.1 The CSIR has a legal and moral obligation to ensure that a successful bidder's financial position does not place public money or services at unacceptable risks and may therefore perform due diligence and risk assessment of recommended bidder(s)' prior to award.

18.2 As part of due diligence and risk assessment, the bidder must ensure that the bidder is complying to all regulatory prescripts, including industry regulations specific to the commodity/services procured, that are applicable to this tender, as well as ethical business practices. The CSIR has the right to request evidence of this compliance from the bidder, and third parties, for purposes of the due diligence exercise and for audit or contracting arrangements.

18.3 The recommended bidder(s) will be required to consent in the agreement to continuous and in-depth due diligence to ensure ethical business practices throughout the term of the tender.

19 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

19.1 The CSIR reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of CSIR or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity"):

a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid. The attention of bidders is drawn to section 4 (1) (b) (iii) of Competition Act No 89 of 1998.

b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

c. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

d. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;

e. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity. The attention of bidders is drawn to the Prevention and Combatting of Corrupt Activities Act, No 12 of 2004.

f. has in the past engaged in any matter referred to above; or

g. has been found guilty in a court of law, administrative or regulatory authority having appropriate jurisdiction on charges of fraud and/or forgery or unethical or improper conduct, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

19.2 If at any time a bidder identifies a potential or actual conflict of interest, the bidder must immediately notify the CSIR in writing. The CSIR reserves the right to exclude the proposal/bid submitted by such bidder from further consideration, unless the bidder is able to resolve the conflict to CSIR's satisfaction. If it comes to CSIR's knowledge that there was indeed a conflict of interest or s potential conflict of interest, same will be grounds for disqualification of the bidder.

20 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

20.1 The bidder should note that the terms of its RFQ will be incorporated in the proposed contract by reference and that the CSIR relies upon the bidder's submission as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

20.2 It follows therefore that misrepresentations in a submission may give rise to termination and a claim by the CSIR against the bidder notwithstanding the conclusion of the Service Level Agreement or PO between the CSIR and the bidder for the provision of the Service or delivery of Goods in question. In the event of a conflict between the bidder's submission and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

21 SCREENING AND VETTING OF BIDDER

21.1 Acceptance of a bidder's submission is subject to the condition that both the successful bidder and its personnel providing the goods and /or services, must be screened and cleared by the appropriate authorities to the level commensurate to the nature of the services or goods required by CSIR.

21.2 Obtaining the necessary clearance is the responsibility of the successful bidder concerned, however, CSIR reserves the right, at its own discretion, to require that screening and vetting be conducted of the successful bidder, its shareholders, directors, and other relevant office bearers. If the successful bidder appoints a subcontractor, the same provisions and measures will apply to the subcontractor.

21.3 The bidders shall supply and maintain a list of personnel involved in the project indicating their clearance status.

22 PREPARATION COSTS AND LIMITATION OF LIABILITY

The bidder will bear all its costs in preparing, submitting and presenting any response or RFQ to this submission and all other costs incurred by it throughout the RFQ process. Furthermore, no statement in this bid will be construed as placing the CSIR, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this RFQ.

A bidder participates in this RFQ process entirely at its own risk and cost. The CSIR shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the bidder's participation in this RFQ process.

23 INDEMNITY

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

24 PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

25 TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. If a recommended bidder is not tax complaint, the bidder will be notified in writing of their non- compliant status and the bidder will be requested to submit written proof from SARS of their tax compliant status or proof that they have made an arrangement to meet their outstanding tax obligations within seven (7) working days. Should they fail to do so CSIR will reject their bid.

The CSIR reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award or has submitted a fraudulent Tax Clearance Certificate to the CSIR, or whose verification against the Central Supplier Database (CSD) proves non-compliant. The CSIR further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

26 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

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

27 GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may

arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

28 CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with the CSIR's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by the CSIR remain proprietary to the CSIR and must be promptly returned to the CSIR upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure the CSIR's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

29 AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid, the CSIR may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the delivery or performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

30 INTELLECTUAL PROPERTY

CSIR retains ownership of all intellectual property rights in the documents that form part of this RFQ. These documents remain property of the CSIR for the purpose of the RFQ and thereafter and must be used solely for RFQ purposes.

Bidders will retain the intellectual property rights in their proposals but grant CSIR the right to reproduce any copyrighted works for the purposes of the RFQ process.

Subject to any specific provisions in any service level agreement, master services agreement, work orders or change orders or any other agreement concluded between CSIR and a bidder in terms of this RFQ, all intellectual property rights created, generated, coded or designed in terms of this bid to meet CSIR's' business requirements and needs will be, and remain the perpetual exclusive property of CSIR. Successful bidders who so create, generate, code or design any intellectual property for CSIR in terms of this RFQ, undertake to provide CSIR with full access to such intellectual property including the provision of security keys and access codes both during and after the bidders appointment as a service provider or vendor.

In the event that any bidder utilises any third party intellectual property, in terms of a license, to submit a bid, or that such third party intellectual property will be utilised to fulfil CSIR's business requirements for the bid, bidders firstly warrant that they have the rights to do so, and also, agree to fully indemnify CSIR against in any claims whatsoever arising from the application of third party intellectual property in the CSIR environment.

31 PERSONAL INFORMATION

31.1 Each Party consents to the other Party holding and processing "personal information" (as defined in the POPI Act) relating to it for legal, personnel, administrative and management purposes (including, if applicable, any "special personal information" relating to him/her, as defined in the POPI Act). Notwithstanding the generality of the aforesaid, each Party hereby undertakes to comply with all relevant provisions of the POPI Act and any other applicable data protection laws. The bidder further agrees to comply with all CSIR's reasonable internal governance requirements pertaining to data protection.

31.2 Each Party consents to the other Party making such information available to those who provide products or services to such parties (such as advisers, regulatory authorities,

governmental, statutory or other public bodies and potential purchasers of such Party or any part of their business).

31.3 While performing any activity where a Party is handling personal information as a "responsible party" (as defined in the POPI Act), each Party undertakes that it will process the personal information strictly in accordance with the terms of the POPI Act, this Contract, and the other Party's instructions from time to time, and take appropriate operational measures to safeguard the data against any unauthorised access.

31.4 Each Party acknowledges that in the course of conducting business with each other, each Party intends to maintain and process personal information about the other Party in an internal database. By signing this Contract, each Party consents to the maintenance and processing of such personal information.

Where relevant, the bidder shall procure that all of its personnel, agents, representatives, contractors, sub-contractors and mandataries shall comply with the provisions of this clause 31(Personal Information). The CSIR shall be entitled on reasonable notice to conduct an inspection or audit bidders compliance with the requisite POPI Act safeguards.

32 DISCLAIMER

This RFQ is a request for Quotations only and not an offer to do business with CSIR. Answers to this RFQ must not be construed as acceptance of an offer or imply the existence of a contract between the parties. By submission of its proposal, bidders shall be deemed to have satisfied themselves with and to have accepted all Terms & Conditions of this RFQ. The CSIR makes no representation, warranty, assurance, guarantee or endorsements to bidder concerning the RFQ, whether with regard to its accuracy, completeness or otherwise and the CSIR shall have no liability towards the bidder or any other party in connection therewith.

33 EVALUATION PROCESS AND CRITERIA

The RFQ will be evaluated as per the following:

Phase 1 – Elimination Criteria
The bidders will be evaluated on the elimination criteria as stated in Point 33.1 below. Bidders that are eliminated during this phase will not be evaluated further on price and preference points.

Phase 2 – Price and Preference Points Evaluation
Bidders will be evaluated as per the preference points system stated in point 33.2 below.

33.1 **Elimination Criteria**

Bidders **will** be eliminated if they fail to provide the following information:

a) Bidder that did not submit to a bid through CSIR Electronic Bid Submission Portall will not be considered.
b) Bidder that is listed on the NT database of restricted suppliers and Register of Tender Defaulters will not be considered.
c) Bidder that did not submit valid and acceptable mandatory returnable documents as listed on Table 1 – Mandatory Returnable Documents.
d) Bidder who did not upload files as per section 36 CSIR ELECTRONIC BID SUBMISSION PORTAL requirements.
e) Bidder that fails to meet the specification requirements will not be considered.

33.2 **Preferential Points System Evaluation Criteria**

Selection of suppliers will be based on the 80/20 preference point system as stipulated in **Annexure E: Preference Points Award Form**.
Selection of suppliers will be based on the 80/20 preference point system and that the lowest acceptable tender will be used to determine the applicable preference point system as stipulated in **Annexure E: Preference Points Award Form**.

RETURNABLE DOCUMENTS

Returnables are required for evaluation purposes. Bidders' responses will be evaluated based on compliance with the listed mandatory and administration bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

33.3 **Mandatory Returnable Documents**

CSIR has defined minimum administrative pre-qualification criteria that must be met by a bidder. The table below contains pre-qualification documents that are required as part of the bidder's proposal, which must be completed and signed by the duly authorised representative of the bidder.

Failure to provide any Mandatory Returnable Documents as a form of such prequalification criteria will result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.

Please confirm submission of the mandatory Returnable Documents detailed below by so indicating [Yes or No] in the table below:

Table 1 – Mandatory Returnable Documents

MANDATORY RETURNABLE DOCUMENTS	REPOSITORY FOR SUBMISSION ON EBSP	SUBMITTED [Yes/No]
Annexure B: Pricing Schedule or Bill of Quantities	Pricing and B-BBEE	
Printable CAT drawings in STL or 3MF file as a design	Mandatory	
In the case of Joint Ventures, bidder must submit a copy of the signed Joint Venture Agreement.	Mandatory	
In the case of subcontracting arrangements, bidder must submit a copy of the signed subcontracting agreement. Where the subcontracting agreement has not been finalised, the bidder must submit a signed letter of intent or preliminary agreement and signed subcontracting agreement would be submitted within seven (7) days upon request.	Mandatory	

33.4 **Essential Returnable Documents**

Essential Returnable Documents required for evaluation purposes:

Failure to provide any essential Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.

Please confirm submission of these essential Returnable Documents by so indicating [Yes or No] in the table below:

Table 2 – Essential Returnable Documents

ESSENTIAL RETURNABLE DOCUMENTS	REPOSITORY FOR SUBMISSION ON EBSP	SUBMITTED [Yes/No]
Annexure E: Preference Points Award Form (Mandatory documents to claim preference points)	Pricing and B-BBEE	

33.5 **Other Essential Returnable Documents**

Failure to provide other essential Returnable Documents may result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Proposals listed in Table 3 – Other Essential Returnable Documents below.

Please confirm submission of these essential Returnable Documents by indicating Yes or No in the table below in the table below:

Table 3 – Other Essential Returnable Documents

OTHER ESSENTIAL RETURNABLE DOCUMENTS	REPOSITORY FOR SUBMISSION ON EBSP	SUBMITTED [Yes/No]
Annexure C: Standard Bidding Document (SBD) 1 Form	Technical and Other Essential	
Annexure D: Standard Bidding Document (SBD) 4 Form	Technical and Other Essential	
Annexure F: Mutual Non-Disclosure Agreement	Technical and Other Essential	

34 OBJECTIVE CRITERIA

The CSIR reserves the right to award this tender to a bidder that did not score the highest total number of points in accordance with Section (2) (1) (f) of the PPPFA (Act 5 of 2000)", under the following conditions:

- The directors, shareholders or officers of the bidder must not be formally charged of fraudulent or illegal conduct which could harm the CSIR's reputation by associating with the bidder.

35 NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Business may not be awarded to a Respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. In order to enable the CSIR to verify information on the CSD, Respondents are required to provide the unique registration reference number.Before any negotiations will start with the winning bidder it will be required from the winning bidder to:

- be registered on National Treasury's Central Supplier Database (CSD). Registrations can be completed online at: www.csd.gov.za;
- provide the CSIR of their CSD registration number.

36 CSIR ELECTRONIC BID SUBMISSION PORTAL

36.1 Bidders are required to be registered on the **Electronic Bid Submission Portal** to be able to submit bids through the portal. Registrations can be completed online at: www.tenders.csir.co.za.

36.2 All bids queries and responses would be through the CSIR Electronic Bid Submission Portal.

36.3 Where Consortia / Joint Ventures / Sub-contractors are involved, Principal/ Main party must be registered on the CSIR Electronic Bid Submission Portal.

36.4 Please see guide on how to register on the CSIR Electronic Bid Submission Portal: SUPPLIER REGISTRATION USER GUIDE. WATCH THE VIDEO DEMONSTRATION

37 OTHER TERMS AND CONDITIONS

No bidder shall under any circumstances offer, promise or make any gift, payment, loan, reward, inducement, benefit or other advantage, which may be construed as being made to solicit any favour, to any CSIR employee or its representatives. Such an act shall constitute a material breach of the Agreement and the CSIR shall be entitled to terminate the Agreement forthwith, without prejudice to any of its rights.

Changes by a bidder to its submission will not be considered after the closing date and time.

Bidders further confirm that by submitting a tender, they accept to take accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on them under this RFQ as the principal liable for the due fulfilment of this RFQ process.

Annexure A

Specification

1. SPECIFICATION

Quote three complete production tooling sets: one for the 40 L, one for the 65 L, one for the (80 L wheeled) moulding enclusures. A tooling set means all moulds and mould sections required to produce the complete body and lid, with frames, mounting interfaces, vents, closures and necessary tooling accessories. It does not mean three individual mould cavities in total. State the number of physical moulds, cavities and sections proposed for each set.

Capacity denotes usable internal storage volume, to be verified from approved CAD and trials. External dimensions, insulation thickness, polymer wall thickness, hardware and machine interfaces shall be agreed during the design stage. Do not infer dimensions solely from the litre designation.

The 80 L set shall incorporate the geometry and interfaces for wheels, axle or axle supports, pull handle and stable standing supports. Identify any purchased hardware and any separate processes or tools needed for these components. No unpriced component may be assumed necessary to complete the cooler. Itemize purchased wheel, axle, handle, seal, hinge, latch and drain hardware; any assembly or foaming jigs; resin, foam and trial consumables; additional sample units; optional accredited testing; and replacement spare items. Clearly state which are included in the base price. Identify additional tooling for non-rotomolded components and include it in the costing.

This quote is for a company that will be assisted by the CSIR.

2. Design drawings and quarter scale prototypes

Stage 1 Requirements and design basis

Conduct a kick-off and machine-interface review. Confirm usable capacities, maximum external dimensions, body and lid construction, polymer and foaming process, insulation space, critical fit requirements, branding, hardware, intended service conditions and machine load and envelope limits. Document design risks and the proposed mould architecture. Deliver requirements register, preliminary design and project schedule for written approval.

Stage 2 Detailed product and tool CAD

- Develop separate body and lid CAD for all three sizes, plus complete assemblies and relevant hardware interfaces. Show sections, dimensions, usable capacity calculations, polymer wall targets, insulation cavities, lid seating and sealing, hinges, latches, handles, drain and padlock features where approved.

- For the 80 L moulding enclosure, show wheel clearance, axle retention and load transfer, handle attachment, standing stability and the agreed loaded handling condition. State rated load assumptions for approval.
- Provide mould CAD with split lines, sections, draft and demoulding provisions, radii, shrinkage allowances, machining allowances, inserts, alignment, flanges, vents, frames, clamps and machine mounting. Distinguish foundry-pattern shrinkage from polymer shrinkage.
- Provide dimensioned PDF drawings with revision numbers, material specifications, surface-finish requirements, critical dimensions and tolerances, plus native editable CAD and neutral STEP files. Supply a bill of materials and a design-for-manufacture review.

Gate 1: CSIR approve the requirements, detailed product CAD and preliminary tool design. Approval does not relieve the supplier of responsibility for tooling performance or manufacturability. Any unconfirmed requirement remains recorded as an open item; no irreversible work may begin with relevant open items unresolved.

Stage 3 Print ready files and physical models

Provide print-ready CAD and watertight STL or 3MF files for a 1:4 linear-scale model of each complete cooler. All nominal lengths shall be 25% of full size; the model is not a quarter-volume model. Supply body and lid separately, with assembly instructions and simplified representative hardware, including wheels for the 80 L model.

Include one assembled physical quarter-scale model per size, printed locally, for appearance, access, lid fit and geometry review. Provide both the exact scaled geometry and any print-adapted files with documented changes to minimum wall thickness, clearances or detail. Confirm the available printer envelope; provide split files, joints and orientation guidance where necessary. Include printing material, finishing and assembly in the price.

The printed models are design-review aids and shall not substitute for full-size moulded trials, insulation testing or load validation. Quote design and prototype revision allowances explicitly. Gate 2: approve the physical models and final tool drawings in writing before pattern manufacture or casting.

3. Patterns casting and production tool manufacture

Stage 4 Pattern manufacture and foundry preparation

Manufacture locally controlled foundry patterns for every required mould section. Document pattern material, casting shrinkage and machining allowances, cores where required, gating and riser design, casting orientation and inspection points. Submit photographs, dimensional checks and the foundry process plan. Obtain written release before pouring. Patterns remain identifiable by tool number and drawing revision.

Stage 5 South African sand casting

Cast all mould shells and relevant cast sections in aluminium at the declared South African foundry. The supplier shall nominate a recognised cast-aluminium alloy grade, chemical composition or specification, heat-treatment condition where applicable and suitability for repeated rotational-moulding thermal cycles. Supply foundry certificates, melt or batch identification and casting inspection records.

Specify nominal and minimum finished aluminium shell thickness in millimetres, local reinforcement and flange thickness, with a drawing-based thickness map and engineering justification. Do not substitute steel shells for cast aluminium. No arbitrary thickness or alloy is prescribed before machine compatibility, geometry and thermal performance are reviewed.

Define acceptance limits and inspection methods for porosity, inclusions, cracking, distortion and minimum wall thickness. Identify critical areas for additional inspection. Submit any casting-repair proposal and method for approval before repair; no undisclosed weld repair or defect concealment is permitted.

Stage 6 Local milling finishing and assembly

- Machine parting faces, flanges, alignment and mounting features, inserts and hardware interfaces locally to the approved drawings. Identify machining tolerances, methods and inspection equipment.
- Specify cavity texture or polish, finish reference samples or measurable criteria where practicable, branding detail and acceptable parting-line witness. Agree the finish before applying it; avoid finishes that compromise release or heat transfer.
- Provide effective venting for each cavity. Show vent quantity, location, internal diameter, material, routing, filtering or packing, cleaning access and measures against powder loss and blockage. Justify the design for the mould volume and cycle.
- Supply robust alignment, replaceable wear items, closures, lifting points and mould identification. Provide safe opening and handling instructions.
- Specify steel grades, section dimensions, plate thicknesses, weld details and coating for frames, spiders and mounting brackets separately from aluminium shell specifications. Account for thermal expansion and machine load limits.
- Deliver an assembled-tool inspection report covering critical dimensions, mould masses, frame and mounting integrity, finish, parting-line closure, vent access and replaceable items.

Gate 3: accept casting records and assembled-tool inspection results before full-size moulding trials. The supplier shall quote patterns, castings, machining, finishing and frames separately for each size, even where these activities are subcontracted.

4. Trials acceptance delivery and handover

Stage 7 Full size moulding trials and rectification

Conduct trials in South Africa on the agreed production machine using the approved resin, charge and intended manufacturing process. State who supplies resin, foam, hardware, operators, machine time and transport. Include initial trials, defect diagnosis, agreed process

adjustments and tooling corrections needed to meet the approved specification. Identify the number of included trial cycles and the treatment of changes outside the approved scope.

Proposed acceptance baseline for CSIR confirmation: at least three consecutive complete conforming body-and-lid sets per size after corrections. Record the cycle recipe, charge weights, mould and part temperatures where measured, rotation settings, cooling conditions, cycle time and demoulding observations. Retain and identify accepted samples.

Acceptance area Evidence required:

- **Geometry and capacity** Measured critical dimensions and usable internal volume; lid seating, alignment and closure against approved tolerances.

- **Part quality** Wall-thickness checks, warpage, surface finish, porosity or pinholes, flash and release; assess against agreed limits.

- **Assembly and functionality** Hardware fit, drain function and leakage checks, hinges, latches, handles and seal fit where included.

- **80 L wheeled model** Wheel and axle fit, retention, clearance, stability and loaded handling tests at the approved load and test procedure.

- **Foaming and insulation** Confirm cavity geometry and assembly compatibility with the intended foaming process. Include foam-filled sample evaluation if approved in the test plan.

- **Thermal performance** Agree protocol and pass criteria before trials if ice-retention or insulation performance is included. State separately any accredited laboratory testing.

- **Tool performance** Secure mounting, closures, effective venting, safe demoulding and repeatable conforming parts; documented correction closure.

Product performance targets and numeric tolerances must be fixed in the approved acceptance plan before manufacture. Thermal performance depends on product design, resin, foam and test conditions; no unverified ice-retention claim is an acceptance criterion. Quarter-scale models do not establish thermal performance.

Stage 8 Delivery commissioning and final handover

Deliver all accepted tooling sets to the nominated CSIR beneficiary. Include protective packaging, transport, unloading arrangements, installation support, commissioning and operator training. Confirm responsibilities and insurance during transit. Gate 4: final written acceptance follows successful site verification and delivery of the complete handover pack.

Handover shall include as-built native CAD, STEP, dimensioned PDF drawings, print files, pattern records, material and foundry certificates, inspection and trial reports, process recommendations, maintenance and vent-cleaning instructions, spare-parts list and warranty details. Quote delivery or agreed South African storage of patterns. No access to project drawings or tooling may depend on a continuing supplier subscription.

5. Commercial terms and responsibilities

Warranty responsibility and changes

State the tooling warranty period from final acceptance, covered defects, remedies, local repair response times and exclusions. Quote a proposed minimum 12-month workmanship and material-defect warranty for CSIR review. The supplier shall rectify failures caused by its design, casting or manufacture at its cost within the agreed scope; distinguish these from purchaser-requested design changes and machine or process changes outside the approved basis.

No change to price, approved design, local-execution plan or delivery programme may proceed without written approval. The quotation shall include a change-control procedure and rates for additional CAD work, printing, machining and trials. Ownership and permitted use of project-specific CAD, patterns and tooling shall be expressly agreed in the contract, including access to editable files and third-party maintenance rights. Disclose pre-existing intellectual property and licence restrictions at bid stage.

Annexure B

Pricing Schedule

BILL OF QUANTITIES (BOQ) - 40L

Item No.	Description	Unit Price Excl. VAT	Total Price Excl. VAT
1	Requirements Analysis and Preliminary Design		
2	Product Design and Tooling CAD		
3	Print Files and Physical Prototype Model		
4	Foundry Pattern Development		
5	Aluminium Sand Castings		
6	Machining, Finishing and Frame Assembly		
7	Trial Samples, Testing and Corrections		
8	Delivery, Commissioning and Training		
9	Documentation and Pattern Handover		
Sub-total			

BILL OF QUANTITIES (BOQ) - 65L

Item No.	Description	Unit Price Excl. VAT	Total Price Excl. VAT
1	Requirements Analysis and Preliminary Design		
2	Product Design and Tooling CAD		
3	Print Files and Physical Prototype Model		
4	Foundry Pattern Development		
5	Aluminium Sand Castings		
6	Machining, Finishing and Frame Assembly		
7	Trial Samples, Testing and Corrections		
8	Delivery, Commissioning and Training		

9	Documentation and Pattern Handover		
Sub-total			

BILL OF QUANTITIES (BOQ) - 80L

Item No.	Description	Unit Price Excl. VAT	Total Price Excl. VAT
1	Requirements Analysis and Preliminary Design		
2	Product Design and Tooling CAD		
3	Print Files and Physical Prototype Model		
4	Foundry Pattern Development		
5	Aluminium Sand Castings		
6	Machining, Finishing and Frame Assembly		
7	Trial Samples, Testing and Corrections		
8	Delivery, Commissioning and Training		
9	Documentation and Pattern Handover		
Sub-total			

Complete this summary after completing the three BOQs.

Description	Quantity	Amount (R) Excl. VAT
Total BOQ 1 - 40L	1	
Total BOQ 2 - 65L	1	
Total BOQ 3 - 80L	1	
Sub-total		
VAT (15%)		
Grand Total Including VAT		

Annexure C
Standard Bidding Document (SBD) 1

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CSIR					
BID NUMBER:	RFQ Number: 9551/09/12/2026	CLOSING DATE:	09 December 2026	CLOSING TIME:	16:30
DESCRIPTION	RFQ for the manufacturing, testing and supply of three high-performance passive/validated moulding enclosures for a CSIR's beneficiary company.				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
The CSIR requires that all tender submissions be submitted electronically: Click here for Queries and Submission Should tender file size exceed 20MB.

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO
Click here for Queries and Submission

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		**2** ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

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

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

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

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER :……

CAPACITY UNDER WHICH THIS BID IS SIGNED:……
(Proof of authority must be submitted e.g. company resolution)

DATE:……...

Annexure D
Standard Bidding Document (SBD) 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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** ☐

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

2.2.1 If so, furnish particulars:
……
……

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES** ☐ **/NO** ☐

2.3.1 If so, furnish particulars:
……..
……..

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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

[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.

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

Annexure E
Preference Points Award Form in Terms of the Preferential Procurement Regulations 2022

This preference form must form part of all bids invited. It contains general information and serves as a claim form for the preference points allocated on the basis of specific goals outlined in point 3 below.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to this bid:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).The lowest acceptable tender will be used to determine the applicable preference point system.

1.2 Points for this bid shall be awarded for:

(a) Price; and

(b) Preference Points based on specific goals.

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

	POINTS
PRICE	**80**
Preference Points	**20**
Total points for Price and Preference Points must not exceed	**100**

1.4 Failure on the part of a bidder to submit proof of preference points together with the bid, will be interpreted to mean that preference points are not claimed.

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

2. POINTS AWARDED FOR PRICE

2.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

3. PREFERENCE POINTS AWARDED

3.1 In terms of Regulation 4 (2) and 7 (2) of the Preferential Procurement Regulations, 2022 preference points may be awarded to a bidder for the specific goal specified for the tender in accordance with the table below:

3.2 Specific goals must be determined per tender.

Specific Goals	Preference Points
Black Ownership	10
Reconstruction and Development Programme (RDP) Goals[3] (QSE and EME)	10
Total	**20**

3.3 Total preference points per specific goal to be determined per tender.

3.3.1 Total preference points per specific goal to be awarded as follows:

3.3.1.1 Preferential points for black ownership will be awarded as follows:

Black Ownership	% of Preferential points
Bidder with 100% black ownership	100%
Bidder with 51% to 99% black ownership	50%
Bidder with less than 51% black ownership	0%

3.3.1.2 Preferential points for RPD Goals will be awarded as follows:

[3] RDP Goals: a. The promotion of South African owned enterprises; b. The promotion of export orientated production to create jobs, c. The promotion of SMMEs; d. The creation of new jobs or the intensification of labour absorption; e. The promotion of enterprises located in a specific province for work to be done or services to be rendered in that province; f. The promotion of enterprises located in a specific region for work to be done or services to be rendered in that region; g. The promotion of enterprises located in a specific municipal area for work to be done or services to be rendered, h. The promotion of enterprises located in rural areas, i. The empowerment of the work force by standardising the level of skill and knowledge of workers; j. The development of human resources, including by assisting in tertiary and other advanced training programmes, in line with key indicators such as percentage of wage bill spent on education and training and improvement of management skills; and k. The upliftment of communities through, but not limited to, housing, transport, schools, infrastructure donations, and charity organizations.

RDP Goals	% of Preferential points
RDP Goals met	100%
RDP Goals not met	0%

3.4 Joint Ventures, Consortiums and Trusts

A trust, consortium or joint venture[4], will qualify for preference points as a legal entity (Incorporated), provided that the entity submits its valid B-BBEE certificate. Only valid BBBEE certificates issued by SANAS accredited verification agency will be considered for allocation of points.

A trust, consortium or joint venture will qualify for preference points as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid. Only valid consolidated BBBEE certificates issued by SANAS accredited verification agency will be considered for allocation of points.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. The CSIR will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement. Furthermore, in bids where unincorporated joint venture and/or consortium/sub-contractors are involved, each party must submit a separate TCS PIN and CSD number.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

- The agreement must contain the following minimum information:
    - identification of each party to the agreement in full;
    - the percentage ownership of the joint venture of each party to the agreement (if applicable);

[4] 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.

- the precise functions and responsibilities which each party will fulfil in terms of the agreement. This should include details of the delimitations of scope within the goods and services to be assigned to such a party(ies);
- the anticipated percentage of the revenue that the party(ies) would receive (anticipated revenue that the party(ies) would receive as a percentage of the total revenue the Bidder would anticipate receiving over the term of the agreement with CSIR), should the Bidder be successful; and
- clearly set out the roles and responsibilities of the Lead Partner and the remainder of the joint venture parties. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party(ies) in respect of matters pertaining to the joint venture.

3.5 **Sub-contracting**

A bidder must not be awarded preference points if it is indicated in the tender documents that such a bidder intends sub- contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

A bidder awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the bidder concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

- The agreement must contain the following minimum information:
  - identification of each party to the agreement in full;
  - the percentage ownership of the joint venture of each party to the agreement (if applicable);

- the precise functions and responsibilities which each party will fulfil in terms of the agreement. This should include details of the delimitations of scope within the goods and services to be assigned to such a party(ies);
- the anticipated percentage of the revenue that the party(ies) would receive (anticipated revenue that the party(ies) would receive as a percentage of the total revenue the Bidder would anticipate receiving over the term of the agreement with CSIR), should the Bidder be successful; and
- clearly set out the roles and responsibilities of the Lead Partner and the remainder of the joint venture parties. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party(ies) in respect of matters pertaining to the joint venture.

4. BID DECLARATION

Bidders who claim points in respect of specific goals **must** submit the following documents:

Mandatory documents to claim preference points	**Submitted**	
	Yes √	**No** √
Valid copy of BBBEE certificate/ sworn affidavit to claim Black Ownership and RDP (EMEs and QSEs) preference points[5]		

DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm ……..

VAT registration number ……..……

Company registration number ……

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the documents submitted to claim preference points based on the specific goals are valid, and I / we acknowledge that:

[5] In case of unincorporated trust, consortium or joint venture, they must submit their consolidated B-BBEE scorecard with submitting their **individual B-BBEE Certificate or Sworn Affidavit**, and each party must submit a separate TCS PIN and CSD number.
In case of sub-contracting both parties must submit copies of their valid BBBEE certificates

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 3 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 3, the contractor may be required to furnish further documentary proof to the satisfaction of the CSIR that the awarded are correct;

iv) If any document is obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the CSIR may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

v) If the CSIR is of the view that a bidder submitted false information regarding a specific goal, it must—

(a) inform the bidder accordingly; and

(b) give the bidder an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the bidder, the contract should not be terminated in whole or in part.

vi) After considering the representations referred to in subregulation (v)(b), the CSIR may, if it concludes that such information is false—

(a) disqualify the bidder or terminate the contract in whole or in part; and

(b) if applicable, claim damages from the bidder.

RF
Th

EB

WITNESSES

1. ……..

2. ……..

……
SIGNATURE(S) OF BIDDERS(S)

DATE: ……..

ADDRESS……..

MUTUAL NON-DISCLOSURE AGREEMENT

1 PREAMBLE

The Parties as identified in Annexure A attached hereto are engaged in discussions relating to their potential collaboration and are therefore required to disclose Confidential Information to one another. They have agreed to do so subject to the terms and conditions as set out herein

2 DEFINITIONS

2.1 The following words and/or phrases, when used in this agreement, shall have the following meanings:

2.1.1 **"Background Intellectual Property"** shall mean any Intellectual Property which was owned or controlled by a Party prior to the Effective Date of this Agreement;

2.1.2 **"Confidential Information"** shall mean all Intellectual Property, scientific, technical, business, financial, past, present or future research, development, business activities, products, services and technical knowledge or marketing information , whether inside or outside the Field, which one party (the "Disclosing Party") discloses to the other party (the "Receiving Party") in connection with the discussions, and either has been identified in writing as confidential or is of such a nature (or has been disclosed in such a way) that it should be obvious to the Receiving Party that it constitutes Confidential Information. (Without limiting the generality of the aforegoing, "Confidential Information" shall include any information that falls within the definition of 'Personal Information' and 'Intellectual Property'.

2.1.3 "**Disclosing Party**" shall mean the Party disclosing Confidential Information under this agreement;

2.1.4 "**Disclosing Purpose**" shall mean, as pertains to any particular joint opportunity(ies) in the Field, the discussions held or to be held between the Parties regarding their possible collaboration and future working relationship with regards to any such opportunity(ies);

2.1.5 **"Effective Date'** shall mean the date of the commencement of this agreement as indicated in Annexure "A";

2.1.6 **"Field"** shall mean the definition of what is deemed to be confidential as indicated in Annexure "A"

2.1.7 **"Intellectual Property"** means inventions, patent applications and patents; branding and trademarks, service marks, trade names and business names (whether or not registered); copyright and works of authorship; registered and unregistered designs; trade secrets and know-how; software and algorithms; databases and protectable collections of information; domain names and web presence; procedures, protocols and methodologies; advertising and promotional material; and all tangible and intangible representations and manifestations thereof;

2.1.8 "**Notice**" shall mean a written document addressed by one Party to the other and either delivered by hand; sent per registered post or electronically mailed to the addresses as indicated in Annexure "A";

2.1.9 **"Other Party"** means the other party in this agreement not the CSIR.

2.1.10 **"Party"** means the CSIR or the Other Party;

2.1.11 **"Parties"** means both the CSIR and the Other Party;

2.1.12 **"Personal Information"** means any information that falls within the definition of 'Personal Information' as defined in the Protection of Personal Information Act, No 4 of 2013 ("POPIA");

2.1.13 **"Receiving Party"** shall mean the Party receiving Confidential Information under this Agreement;

2.1.14 **"Responsible Party**" means a public or private body or any other person which, alone or in conjunction with others, determines the purpose of and means for processing Personal Information, as defined in POPI.

3 CONFIDENTIALITY AND PROTECTION OF PERSONAL INFORMATION

3.1 Save as provided in this clause (Confidentiality and Protection of Personal Information), each Party shall, and shall procure that its Affiliate and their respective officers, directors, employees, agents, auditors and advisors shall, treat as confidential all information relating to the other Party or its Affiliates thereof or relating to their respective businesses that is of a confidential nature and which is obtained by that Party in terms of, or arising from the implementation of this Agreement, which may become known to it by virtue of being a Party, and shall not reveal, disclose or authorise the disclosure of any such information to any third party or use such information for its own purpose or for any purposes other than those related to the implementation of this Agreement.

3.2 The obligations of confidentiality in this clause shall not apply in respect of the disclosure or use of such information in the following circumstances:

3.2.1 in respect of any information which is previously known by such Party (other than as a result of any breach or default by any Party or other person of any agreement by which such Confidential Information was obtained by such Party);

3.2.2 in respect of any information which is in the public domain (other than as a result of any breach or default by either Party);

3.2.3 any disclosure to either Party's professional advisors, executive staff, board of directors or similar governing body who (i) such Party believes have a need to know such information, and (ii) are notified of the confidential nature of such information and are bound by a general duty of confidentiality in respect thereof materially similar to that set out herein.

3.2.4 any disclosure required by law or by any court of competent jurisdiction or a forum of a similar nature

3.2.5 any disclosure made by a Party made in accordance with that Party's pursuit of any legal remedy.

3.2.6 any disclosure by a Party to its shareholders or members pursuant to any reporting obligations that Party may have to its shareholders or members, provided that each such shareholder or member is notified of the confidential nature of such information and is bound by a general duty of confidentiality in respect thereof materially similar to that set out herein;

3.3 If a Party is required to disclose Confidential Information as contemplated in this clause, such Party shall:

3.3.1 advise any Party/ies in respect of whom such information relates (the "Relevant Party/ies") in writing prior to disclosure, if possible;

3.3.2 take such steps to limit the disclosure to the minimum extent required to satisfy such requirement and to the extent that it lawfully and reasonably can;

3.3.3 afford the Relevant Party/ies a reasonable opportunity, if possible, to intervene in the proceedings;

3.3.4 comply with the Relevant Party/ies' reasonable requests as to the manner and terms of such disclosure; and

3.3.5 notify the Relevant Party/ies of the recipient of, and the form and extent of, any such disclosure or announcement immediately after it was made.

3.4 Either Party may, by notice in writing, be entitled to demand the prompt return of the whole or any part of any Confidential Information supplied by it to the other Party, and each Party hereby undertakes to comply promptly with any such demand.

3.5 In line with the provisions of Protection of Personal Information Act, No 4 of 2013 (POPIA), particularly section 20 and 21, the Parties (referred to as Operator(s) in POPIA), depending on who shares and who received Personal Information, shall observe the following principles when processing Personal information on behalf of the other (referred to as Responsible Party in POPIA):

3.5.1 shall only act on the other party's documented instructions, unless required by law to act without such instructions;

3.5.2 shall ensure that its representatives processing the information are subject to a duty of confidence;

3.5.3 shall take appropriate measures to ensure the security of processing; The party which processes Personal information must establish and maintain the security measures referred to in section 19 of POPIA. The Parties shall ensure that they have minimum Information Technology and or physical security safeguard to protect Personal Information.

3.5.4 The Parties must notify each other immediately, where there are reasonable grounds to believe that the Personal Information of a data subject has been accessed or acquired by any unauthorised person

3.5.5 The Parties shall only engage a sub-operator with the other party's prior authorisation and under a written contract.

3.5.6 considering the nature of processing and the information available, the Parties shall use best endeavours to assist each other in meeting POPIA obligations in relation to the security of processing, the notification of Personal Information breaches and data protection impact assessments and more specifically in relation to Section 20(1).

3.5.7 the Parties shall delete or return all Personal Information to the other upon expiry of the contract, unless the law requires its storage; and

3.5.8 the Parties shall submit to audits and inspections

4 INTELLECTUAL PROPERTY

4.1 Ownership of any Background Intellectual property vests exclusively in the Party that developed and shall remain vested exclusively in that Party for the duration of this Agreement and thereafter, unless agreed otherwise between the Parties in writing.

5 COMPLIANCE WITH LAWS AND COMMITMENT TO ANTI-BRIBERY AND ANTI-SLAVERY

5.1 **Laws** - The Parties commit to comply with all applicable local, national, and international laws and regulations affecting the execution of this Agreement and their business operations in general. This includes, but is not limited to securities laws, tax laws, licensing and permitting laws and those related to bribery, corruption, and prohibited business practises.

5.2 **Anti-Corruption** - No Party, nor any of their directors, officers, employees, agents, or any other persons acting on behalf of the Party, shall offer, give, receive, or solicit any item of value, in order to influence the actions of an official in the performance of his/her duties, or to gain any commercial, contractual, or regulatory advantage for the Parties in any way that is illegal or unethical.

5.3 **Anti- Slavery** - The Parties undertake to prohibit any form of modern slavery from their operations and for the duration of this contract. The Parties agree to take reasonable steps to understand their supply chains with the view to reduce the risk of modern slavery in their supply chains.

5.4 **Sanctions** - The Parties also agree to comply with all applicable sanctions and embargoes imposed by the United Nations, European Union or the United States. This includes refraining from engaging in transactions with individuals, organizations, or countries that are subject to such restrictions. Parties must promptly notify each other upon discovery that their ability to perform the contract is or will be affected by government sanctions or embargoes. Full disclosure of the relevant details shall be made to enable informed decision-making.

6 EXCLUSIONS

6.1 The Receiving Party recognises that this agreement is not intended to restrict use or disclosure of any portion of the Disclosing Party's Confidential Information which:

6.1.1 is as at the Effective Date, or later, made known to the public or otherwise enters the public domain through no default by the Receiving Party of its obligations under this Agreement;

6.1.2 it can show was in its possession prior to the earliest disclosure by the Disclosing Party, as evidenced by written documents in its files;

6.1.3 is rightfully received by it from a third party having no obligation of confidentiality to the Disclosing Party;

6.1.4 is independently developed by the Receiving Party by a person(s) who did not have access to the Confidential Information of the Disclosing Party;

6.1.5 is disclosed by the Receiving Party after receipt of written permission from the Disclosing Party; or

it is requested or required by subpoena, court order, or similar process to disclose, provided that, in such an event, it will provide the Disclosing Party with prompt written notice of such request(s) so that the latter may seek an appropriate protective order and/or waive the Receiving Party's compliance with the provisions of this agreement.

7 TERM OF OBLIGATION

7.1 The Parties' obligations concerning non-disclosure of Confidential Information contained in the above clauses shall commence on the Effective Date and shall continue for two (2) years from the date of each disclosure, unless otherwise agreed between the Parties in writing, where after such obligations shall forthwith terminate.

8 NO VIOLATION

8.1 Each party represents that its compliance with the provisions of this agreement will not violate any duty which such party may have towards any third party, including obligations concerning the provision of services to others, confidentiality of information and assignment of inventions, ideas, patents or copyright.

9 BREACH

9.1 It is acknowledged that the breach of this agreement by the Receiving Party would cause the Disclosing Party irreparable injury not compensable in monetary damages alone. Accordingly, in the event of a breach, or a threat of a breach, the Disclosing Party, in addition to its other remedies, is entitled to a restraining order, preliminary injunction or similar relief so as to specifically enforce the terms of this agreement or prevent, cure or reduce the adverse effects of the breach.

10 DOMICILIUM CITANDI ET EXECUTANDI

10.1 The Parties hereto respectively choose as their *domicilium citandi et executandi* for all purposes of, and in connection with this agreement, the physical addresses and contact details stated in the attached annexure A.

11 NOTICES

11.1 Any Notice to be given hereunder shall be given in writing or electronic mail and addressed to the relevant party at its *domicilium citandi et executandi* address as chosen in Annexure "A". Any notice delivered personally or sent by electronic mail shall be deemed to have been served at the time of delivery or sending.

12 GOVERNING LAW AND JURISDICTION

12.1 This agreement will be governed and construed by the laws of the Republic of South Africa and the Parties hereby submit to the exclusive jurisdiction of the South African courts to hear any dispute arising therefrom which the Parties are unable to settle amicably.

13 GENERAL

13.1 This agreement and Annexure "A" comprise the entire agreement between the Parties concerning the subject matter and supersedes all prior oral and written agreements between them.

13.2 No waiver, alteration or cancellation of any of the provisions of the Agreement shall be binding unless made in writing and signed by the party to be bound.

13.3 The Parties hereby warrant that the officials signing this agreement have the power to do so on behalf of the parties.

13.4 No public announcement, such as a media release, or disclosure beyond those disclosures authorised for Confidential Information hereunder may be made by either party concerning this agreement without the prior written approval of the other party.

13.5 Neither party is, by virtue of this agreement, authorised to use the name, logo(s) or trademarks of the other in connection with any advertising, publicity, marketing or promotional materials or activities, or for any other purpose whatsoever, without the prior written consent of the other party. For purposes of this clause, it is also recognised that, under the provisions of section 15 (1) of the Merchandise Marks Act, Act No 17 of 1941 of the Republic of South Africa, the use of the abbreviation of the name of the Council for Scientific and Industrial Research, "WNNR" and CSIR , is prohibited in connection with any trade, business, profession or occupation or in connection with a trademark, mark or trade description applied to goods, other than with the consent of the CSIR.

13.6 With due regard to the obligations contained herein in relation to Confidential Information and the Intellectual Property rights of both Parties, nothing in this Agreement shall be construed as constituting an exclusive arrangement between the Parties and both Parties shall remain free to explore market opportunities in the Field, unless otherwise agreed to in writing in a subsequent agreement.)

13.7 Notwithstanding 13.6 above, the Parties undertake to deal with each other in good faith, and not intentionally cause harm to the other party's business dealings, strategic partnerships or collaborations.

14 SIGNATURE AND EXECUTION

14.1 The Parties consent to the use of electronic signatures to conclude this Agreement in accordance with the Electronic Communications and Transactions Act 25 of 2002.

14.2 The Parties record that it is not required for this Agreement to be valid that a Party initial each page hereof, or to have its signature to this Agreement verified by a witness.

ANNEXURE A: MUTUAL NDA

15 PARTIES TO THE NDA

THE CSIR, a statutory council, duly established under Act 46 of 1988 through its Operating Unit of _____ and Institutions herein represented by _____ in his capacity as _____ and he being duly authorised thereto; **and**

....., registration number: ..... a company, with limited liability duly incorporated under the applicable laws of the Republic of South Africa herein represented by ..... in her capacity as ..... and she being duly authorised thereto.

16 CONTACT DETAILS FOR PURPOSES OF CLAUSE 10:

16.1 The CSIR

Physical Address:
Building 43, Meiring Naude Road, Brummeria, Pretoria, 0002
FOR ATTENTION: Sandile Nene (snene@csir.co.za)

Postal Address:
PO BOX 395, Pretoria, 0001
FOR ATTENTION: Sandile Nene (snene@csir.co.za)

16.2 .....

Physical Address:
Postal Address;
Email:
FOR ATTENTION:

17 EFFECTIVE DATE: _____

18 THE FIELD: .....

18.1

SIGNED ON THIS THE.....DAY OF.....AT..... IN THE PRESENCE OF THE FOLLOWING WITNESSES:

1. .....
2. .....

.....

FOR THE CSIR

SIGNED ON THIS THE.....DAY OF.....AT..... IN THE PRESENCE OF THE FOLLOWING WITNESSES:

DRAFT