



Expression of Interest (EOI)

Appointment of a panel of suppliers for the Supply and Delivery of Catering Supplies, Small Equipment, Meat and Frozen Products on an “as and when” required basis for a period of five (5) years.

EOI No. 8111/15/09/2025

Date of Issue	Thursday, 28 August 2025	
Compulsory Briefing MS Team	Date and Time	Wednesday, 03 September 2025 @ 15:00
	Address/Link	Join the meeting now
Enquiries	Supply Chain Management	E-mail: tender@csir.co.za
	Please use EOI No and EOI Description as the subject reference	
Last date for submission of enquiries/clarifications	Thursday, 05 September 2025 @ 15:00	
Electronic Submission	tender@csir.co.za (If tender submission exceeds 25MB multiple emails must be sent)	
Category	Catering Supplies	
Closing Date and Time	Monday, 15 September 2025 @ 15:00	

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EOI STRUCTURE

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SECTION A

GENERAL EOI TERMS AND CONDITIONS

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. SUBMISSION OF PROPOSALS

- 2.1. All proposals are to be submitted electronically to tender@csir.co.za No late proposals will be accepted.
- 2.2. All proposals will only be considered if received by the CSIR before the closing date and time (***as indicated on the cover page***).
- 2.3. All proposal submissions are to be clearly subject-referenced with the EOI number and EOI Description. Proposals must consist of the Technical Proposal, which must be sent in separate emails with the following subject:
PART 1: Technical Proposal (Please indicate the EOI Number on each File/folder)
- 2.4. Proposals submitted must be signed by a person or persons duly authorised.
- 2.5. Proposals submitted at incorrect location and/or address, will not be accepted for consideration.
- 2.6. All dates and times in this bid are South African Standard Time.
- 2.7. 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 bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

- 2.8. Documents submitted via cloud solutions such as: WeTransfer, Google Drive, Dropbox, etc. will not be considered.
- 2.9. The naming/labelling syntax of files or documents must be short and simple.
- 2.10. 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 the technical (functional) solution, and objective criteria if invoked.
- 2.11. The CSIR will request a quotation quarterly from the appointed service provider/s per the Catering Supplies category. A Purchase Order will be awarded to a service provider/s who will score the highest total number of points after Price and Specific Goals evaluation.

3. COUNTER CONDITIONS

- 3.1. Bidders' attention is drawn to the fact that amendments to any of the EOI Conditions or setting of counter conditions by Bidders or qualifying any EOI Conditions will result in the invalidation of such bids.

4. FRONTING

- 4.1. Government supports the spirit of broad-based black economic empowerment and recognises that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background, the Government condemn any form of fronting.
- 4.2. The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the EOI evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the Bidder/contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years,

in addition to any other remedies the CSIR may have against the Bidder/contractor concerned.

5. APPOINTMENT OF SERVICE PROVIDER

- 5.1. The contract will be awarded to the bidders who score the highest total number of points during the evaluation process, except where the law permits otherwise.
- 5.2. The CSIR reserves the right to appoint more than one (1) bidder for each category, with a limit of six (6) bidders per Catering Supplies and category per region.
- 5.3. The CSIR will reserve the right to solicit bids to add new/additional suppliers to the product category whenever it is considered that better value in terms of time, cost and quality, when the CSIR deems it critical to do so
- 5.4. The CSIR will award the bid to a bidder/s who has a valid, clean food safety audit.
- 5.5. CSIR will reserve the right to verify the food safety audit certificates at the discretion of CSIR before awarding the contract.
- 5.6. Appointment as a successful service provider/s shall be subject to the parties agreeing to mutually acceptable contractual terms and conditions. In the event of the parties failing to reach such an agreement, CSIR reserves the right to appoint an alternative supplier.
- 5.7. 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.

6. SERVICE LEVEL AGREEMENT

- 6.1. Upon award, the CSIR and the successful bidder/s will conclude an agreement in line with the applicable form of contract (i.e. Draft Supplier Agreement) regulating the specific terms and conditions applicable to the services being procured by the CSIR.
- 6.2. 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.
- 6.3. 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.

7. ENQUIRIES AND CONTACT WITH THE CSIR

- 7.1. Any enquiry regarding this EOI shall be submitted in writing to CSIR to the email and format outlined in the table on the cover page of this EOI document.
- 7.2. Any other contact with CSIR personnel involved in this tender is not permitted during the EOI process other than as required through existing service arrangements or as requested by the CSIR as part of the EOI process.

8. MEDIUM OF COMMUNICATION

- 8.1. All documentation submitted in response to this EOI must be in English.

9. CORRECTNESS OF RESPONSES

- 9.1. The bidder must confirm satisfaction regarding the correctness and validity of their proposal.

10. VERIFICATION OF DOCUMENTS

- 10.1. Bidders should check the number of pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by the CSIR in regard to anything arising from the fact that pages are missing or duplicated.

11. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

- 11.1. 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.

12. ADDITIONAL TERMS AND CONDITIONS

- 12.1. 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 documents in its response to this request.

- 12.2. Copies of any affiliations, memberships and/or accreditations that support your submission must be included in the tender.
- 12.3. In case of proposal/s from a joint venture, the following must be submitted together with the proposal/s:
 - A joint venture agreement signed by both parties clearly indicating the lead partner, including split of work;
- 12.4. An omission to disclose material information, a factual inaccuracy, and/or a misrepresentation of fact may result in the disqualification of a tender, or cancellation of any subsequent contract.
- 12.5. No goods and/or services should be delivered to the CSIR without an official CSIR Purchase order or signed supplier agreement. The CSIR purchase order number must be quoted on the invoice. Invoices without CSIR purchase order numbers will be returned to supplier.
- 12.6. Failure to comply with any of the terms and conditions as set out in this document will invalidate the Proposal.

13. SPECIAL CONDITIONS

The CSIR reserves the right to:

- 13.1. Extend the closing date of this EOI;
- 13.2. Correct any mistakes before closing date and time of the tender that may have been in the Bid documents or occurred at any stage of the tender process;
- 13.3. Verify any information contained in the bidder's submission;
- 13.4. Request documentary proof regarding the bidder's submission;
- 13.5. 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 EOI;
- 13.6. 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);
- 13.7. 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;
- 13.8. Award this EOI as a whole or in part;
- 13.9. Award this EOI to multiple bidders;

- 13.10. Cancel and/or terminate the tender 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;
- 13.11. Post tender negotiate on any elements on the bid, including but not limited to technical, and contractual terms and conditions;
- 13.12. 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.

14. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- 14.1. 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;
- 14.2. 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;
- 14.3. 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;
 - b. 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;

- c. 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;
 - d. has in the past engaged in any matter referred to above; or
- 14.4. has been found guilty in a court of law on charges of fraud and/or forgery, 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.

15. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

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

16. DUE DILIGENCE AND RISK ASSESSMENT

- 16.1. 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 will therefore perform due diligence and risk assessment of recommended bidder(s) prior to award.
- 16.2. 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 procuring, that are applicable to this tender, as well as ethical business practices. 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.

- 16.3. In the event that a due diligence exercise reveals that a recommended bidder does not comply with CSIR's risk appetite or compliance requirements, then CSIR has the right not to make an award to the recommended bidder.
- 16.4. 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.

17. PREPARATION COSTS AND LIMITATION OF LIABILITY

- 17.1. The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid 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 bid.
- 17.2. A bidder participates in this bid 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 Bid process.

18. INDEMNITY

- 18.1. If a bidder breaches the conditions of this bid 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 bid 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.

19. PRECEDENCE

- 19.1. 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.

20. TAX COMPLIANCE

- 20.1. No tender shall be awarded to a bidder/s who is not tax compliant. If a recommended bidder/s is not tax compliant, the bidder/s will be notified in writing of their non-compliant status and the bidder/s 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.
- 20.2. The CSIR reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder/s in the event that it is established that such bidder/s 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/s does not remain tax compliant for the full term of the contract.

21. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

- 21.1. No tender shall be awarded to a bidder/s 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/s should it be established, at any time, that a bidder/s has been blacklisted with National Treasury by another government institution.

22. GOVERNING LAW

- 22.1. 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.

23. CONFIDENTIALITY

- 23.1. Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with the CSIR's examination and evaluation of a Tender.
- 23.2. No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a 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.
- 23.3. 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.

24. AVAILABILITY OF FUNDS

- 24.1. 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 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.

25. PERSONAL INFORMATION

- 25.1. 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.

- 25.2. 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 or quasi-governmental organisations and potential purchasers of such Party or any part of their business).
- 25.3. 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.
- 25.4. 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.
- 25.5. 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 30 (Personal Information). The CSIR shall be entitled on reasonable notice to conduct an inspection or audit bidders' compliance with the requisite POPI Act safeguards.

26. DISCLAIMER

- 26.1. This EOI is a request for proposals only and not an offer document. Answers to this EOI 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 EOI. The CSIR makes no representation, warranty, assurance, guarantee or endorsements to bidder concerning the EOI, 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.

SECTION B

EVALUATION METHODOLOGY

27. TERMS OF REFERENCE

This EOI is for the Appointment of a panel of suppliers for the Supply and Delivery of Catering Supplies, Small Equipment, Meat and Frozen Products on an “as and when” required basis for a period of five (5) years. The goods offering must include all requirements as set out in **Annexure B - Terms of Reference**.

28. EVALUATION CRITERIA

The CSIR has set minimum standards that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Elimination Criteria (Phase 1)	Desktop Technical Evaluation Criteria (Phase 2)	Objective Criteria
Only bidders that comply with ALL the criteria set in paragraph 27.1 on Phase 1 below will proceed to Technical/Functional Evaluation (Phase 2).	Bidder(s) are required to achieve a predetermined minimum threshold of 50% on each of the individual criteria, and a predetermined minimum threshold of 70% on 100 points overall. CSIR intends to appoint more than one bidder per Catering Supplies, Small Equipment, Meat and Frozen Products category	The CSIR reserves the right to award this tender to a bidder/s that did not score the highest total number of points in accordance with Section (2) (1) (f) of the PPPFA (Act 5 of 2000).

28.1. Elimination Criteria (Phase 1)

Proposals will be eliminated under the following conditions:

- Bidder that submits late bids will not be considered.
- Bidder that submits to the incorrect location or email address will not be considered (Only electronic submission to tender@csir.co.za will be considered).
- Proposals submitted via cloud solutions such as, WeTransfer, Google Drive, Dropbox, etc. will not be considered.

- Bidder that is listed on the National Treasury (NT) database of restricted suppliers will not be considered.
- Bidder that is registered on the NT Register of Tender Defaulters will not be considered.
- Bidder that fails to attend the compulsory online briefing session (MS Teams) will not be considered.

28.2. Technical Evaluation Criteria (Phase 2)

The evaluation of the functional/technical details of the proposal will be based on the following criteria:

No	ELEMENT	WEIGHT
1	Contactable References	10
2	Compliance – Products Specifications	20
3	Food and Safety Management Requirements	20
4	Distribution Network	10
5	Business Continuity Plan	5
6	Internal Capacity	15
7	Delivery Lead time	20
TOTAL (%)		100

Proposals with functionality / technical points of less than the pre-determined minimum overall percentage of 70% and less than 50% on each of the individual criteria will be eliminated. CSIR intends to appoint more than one bidder per Catering Supplies, Small Equipment, Meat and Frozen Products category.

Refer to **Annexure C** (Technical Evaluation Criteria) for the scoring ranges/rubrics that will be used to evaluate functionality.

29. 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:

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

30. 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.

Annexure A
Standard Bidding Document (SBD) 1
PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CSIR					
BID NUMBER:	8111/15/09/2025	CLOSING DATE:	15 September 2025	CLOSING TIME:	15:00
DESCRIPTION	Appointment of a panel of suppliers for the Supply and Delivery of Catering Supplies, Small Equipment, Meat and Frozen Products on an "as and when" required basis for a period of five (5) years.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
The CSIR requires that all tender submissions be submitted electronically to tender@csir.co.za . Should tender file size exceed 25MB, bidders submit tender in multiple emails. Use the tender number 8111/15/09/2025 and description of the tender as the subject on your email.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	tender@csir.co.za		E-MAIL ADDRESS	tender@csir.co.za	
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

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

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 B

Terms of Reference

Appointment of a panel of suppliers for the Supply and Delivery of Catering Supplies, Small Equipment, Meat and Frozen Products on an “as and when” required basis for a period of five (5) years.

EOI No. 8111/15/09/2025

1. INVITATION FOR PROPOSAL

Proposals are hereby invited for the Supply and Delivery of Catering Supplies, Small Equipment, Meat and Frozen Products to the CSIR's.

The purpose of the Expression of Interest (EOI) is to obtain capability and general information on the business of potential Contractors for the CSIR to determine the Contractors most capable of providing the service.

This EOI document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by the CSIR.

This EOI does not constitute an offer to do business with the CSIR but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

Responses to this EOI (hereinafter referred to as a Bid or a Proposal) are requested from suitably qualified entities (hereinafter referred to as a Respondent or Bidder) for the Supply and Delivery of Catering Supplies, Small Equipment, Meat and Frozen Products.

2. PROPOSAL REQUIREMENTS

All proposals are to be submitted in a format specified in this inquiry.

2.1. Technical Proposal

The following must be submitted as part of the **technical** proposal:

- a. Company profile.
- b. Completed Annexure B1 – Product Specifications
- c. Detailed Technical Proposal- Response to Annexure C - Technical Evaluation Matrix
- d. Response to Annexure F - Food and Safety Management Requirements
- e. Response to Annexure E - Distribution Network Table
- f. Proof of any valid external Food Safety Audit Report compliant with standards such as ISO 22000, Hazard Analysis and Critical Control Points (HACCP) 10330, Global Food Safety Initiative (GFSI) or equivalent, conducted in the last eighteen (18) months.
- g. Proof of a valid Certificate of Acceptability for Food Premises reflecting the following compliances:
 - Food Premises
 - Person in charge
 - Vehicle(s) transporting perishable food/prepackaged food (Regulation 3 (1)(a) and 14(6)(1)
 - Nature of Handling
 - Certification and restriction
 - Endorsements/exemptions in terms of Regulation 14(1)
- h. Proof Company presence in CSIR areas of operations, which will be supported either by:
 - Valid office lease agreements; or
 - Title deed in the name of the bidder; or
 - Municipality bill in the name of the bidder; or
 - Such alternative proof of Company Presence as deemed suitable by the CSIR in its sole discretion.

2.2. Mandatory returnable Documents:

- In the case of Joint Ventures, the bidder must submit a copy of the signed Joint Venture Agreement. (If the agreement is not fully signed by both parties by the closing date and time)
- In the case of subcontracting arrangements, the bidder must submit a copy of the signed subcontracting agreement. (If the agreement is not fully signed by both parties by the closing date and time, and where the subcontracting agreement has not been finalised, the bidder must submit a signed letter of intent or preliminary agreement, and a signed subcontracting agreement will be submitted within seven (7) days upon request.)

3. PROPOSAL SPECIFICATION

3.1. Scope of Work

3.1.1. Product Specification

- a) The detailed product specifications of catering supplies, small equipment, meat and frozen products frequently used by the CSIR are contained in **Annexure B1 – Product Specifications**.
- b) Due to the nature of our business and its unique and dynamic environment, the catering supplies, small equipment, meat and frozen products will not only be limited to the current list issued with the bid document.
- c) An additional list of similar catering supplies, small equipment, meat and frozen products may be required based on our business needs which may arise for various reasons.
- d) The CSIR reserves the right to request for quotations for an additional list of similar catering supplies, small equipment, meat and frozen products to determine if the price offered is market-related or not.

3.1.2. Food and Safety Management

- a) The Food and Safety Management Requirements (**Annexure F**) contain regulations and standards that bidders must complete, return and provide certification/documents as evidence of compliance. Bidders are requested to indicate whether they are compliant with the food and safety management requirements of this tender.

- b) The CSIR will reserve the right to obtain from the winning bidder, Certificates of Conformance (COC) or Certificates of Analysis (COA) in line with the ingredients.

3.1.3. Distribution Network

- a) Bidders are required to complete and return **Annexure E** - Distribution Network Table.

3.1.4. Business Continuity Plan

- a) Bidder must submit a detailed business continuity plan to mitigate the risk of interruption to CSIR operations. The business continuity plan must include the following:
- Contingency plan for delivery;
 - Mitigate product shortage;
 - Damaged goods in transit;
 - Driver availability; and
 - Turnaround time for resolving an incident.

3.1.5. Delivery lead time

- a) Bidder must specify the lead time in days from placing a purchase order for each category in Annexure B1, Product Specifications.
- b) Bidders must provide lead time per category only in the location/region where they have a proven footprint.

3.1.6. Internal capacity

- a) Bidder must provide proof of a signed company organogram including who will be responsible for providing the various services to the CSIR including a Finance resource, dedicated Account Manager/Representative, and Drivers.

3.1.7. References

- a) Bidder(s) must complete the information requested below and provide a minimum of three (3) client references demonstrating experience in similar projects in relation to the scope in the last seven (7) years (2019 – 2025).
- b) The references must be from current and previous clients that have done business with your company for a minimum of one (1) year or more, and for contracts of a similar scope with a proven record of accomplishment.

Complete the table below for references.

Reference Client's Name	Contact Person	Telephone Number(s)	Email Address	Contract Period Indicate the contract Start and Contract End Date	Catering Supplies Offered

- c) It is the bidders' responsibility to ensure that the details provided are correct before submitting this tender and that the references will be available and be able to provide additional feedback, if necessary.
- d) If the references are unable to validate, verify or provide additional information on the projects, no points will be awarded for that particular reference.

3.1.8. Quality

- a) Quality of products and quality of service are critical factors in the newly legislated Consumer Protection Act.

- Please advise on the quality of products distributed/manufactured, considering the requirements of the Consumer Protection Act.
- Please state whether your company complies with the Consumer Protection Act, with emphasis on product liability and labelling provisions.

3.1.9. Pre-packed Halaal meals

- Advise whether the products you are tendering for are Halaal certified. If yes, furnish proof.
 - A valid Halaal certificate issued by the South African National Halaal Authority.
 - Food Safety Standards, refer to Annexure F.- Food and Safety Management Requirements

3.1.10. Pre-packed Kosher meals

- Advise whether the products you are tendering for are Kosher certified. If yes, furnish proof.
 - A valid Kosher certificate issued by the Kosher Certification Agency.
 - Food Safety Standards, refer to Annexure F- Food and Safety Management Requirements..

3.1.11. Service

- Describe the procedure used for claims and complaints.
- Describe the measures in place to prevent out-of-stock situations and disruptions to business in the business continuity plan.

3.1.12. Technology and Process Capability

- Describe the delivery fleet in place and the maintenance plan as well.
 - For Suppliers tendering on Frozen Products and/or Fresh Meat and/or, Fresh Fruit and Vegetables, Bidders to advise whether your vehicle fleet is refrigerated and how the fleet is maintained.
 - Advise whether the bidder's vehicle fleet is equipped for offloading goods at the Customers' premises.

- Advise on the procedures and management for cleaning and sanitising of trucks, crates, loading equipment. Include the management of the delivery team in terms of uniforms.
- Advise on the procedure and frequency of uplifting empty crates from the CSIR.

3.1.13. Supply Chain Management

- a) Explain the bidder's sourcing policies and criteria.

Annexure C
Technical Evaluation Matrix
EOI No. 8111/15/09/2025

Appointment of a panel of suppliers for the Supply and Delivery of Catering Supplies, Small Equipment, Meat and Frozen Products on an “as and when” required basis for a period of five (5) years.

The CSIR will review all proposals based only on evidence submitted as part of the bidder’s proposal. Provide evidence and describe processes where applicable to assist the CSIR with its evaluation. The final interpretation of evidence and proposed solutions resides with the CSIR, and this interpretation will be used as the basis for evaluation against the requirements in Annexure B – Terms of Reference and the functional criteria as described in this document.

Bidders should note that information provided in the submitted proposals will be reflected in the service level agreement that will be signed with the successful service provider.

The bidders will be evaluated according to the functional/technical evaluation criteria in the table below. Bidders must indicate their ability to do the following and substantiate as required with supporting documentation:

Criteria	Score Description	Weighting (%)
1. Contactable References	<u>Contactable References</u> The bidder must complete the Table in 3.1.7 References and must provide a minimum of three (3) client references demonstrating experience in similar projects in relation to the scope in the last seven (7) years (2019 – 2025). The references must be from current and previous clients that have done business with the bidder for a minimum of one (1) year or more, and for contracts of a similar scope with a proven record of accomplishment. The references offered must be in line with the catering supplies category/ies bidding for. Catering supplies categories include 1.1 Groceries, Bakery and Sweets 1.2 Prepared Food, Pre-packed Halaal Meals and Pre-packed Kosher Meals 1.3 Disposable Products and Small Equipment Meals 1.4 Dairy Products 1.5 Beverages (Alcoholic and Non-alcoholic) 1.6 Frozen Products 1.7 Fresh Meat 1.8 Processed Meat Note: - If bidding for all categories, then a bidder must have at least 3 references for each of the categories. - It is the bidders' responsibility to ensure that the details provided are correct before submitting this tender and that the references will be available and be able to provide additional feedback, if necessary.	10

Criteria	Score Description	Weighting (%)
	- If the references are unable to validate, verify or provide additional information on the projects, no points will be awarded for that particular reference. • The bidder completed Table 3.1.7 References and provided five (5) client references demonstrating experience in similar projects in relation to the scope in the last seven (7) years (2019 – 2025); and the references were verified. = 10 points • The bidder completed Table 3.1.7 References and provided four (4) client references demonstrating experience in similar projects in relation to the scope in the last seven (7) years (2019 – 2025); and the references were verified. = 7 points • The bidder completed Table 3.1.7 References and provided three (3) client references demonstrating experience in similar projects in relation to the scope in the last seven (7) years (2019 – 2025); and the references were verified. = 5 points • No submission or the bidder did not complete Table 3.1.7 References, or provided less than three (3) client references demonstrating experience in similar projects in relation to the scope in the last seven (7) years (2019 – 2025); or the references could not be verified. = 0 Points	
2. Compliance – Products Specifications	Bidders are required to confirm compliance with specifications and the Consumer Protection Act on each item quoted per Catering Supplies, Small Equipment, Meat and/or Frozen Products category. Note: Bidders must complete and return Annexure B1 – Product Specifications • 100% Compliance with specifications and the Consumer Protection Act on each item quoted per Catering Supplies, Small Equipment, Meat and Frozen Products category =10 points	20

Criteria	Score Description	Weighting (%)
	Non-compliance with any one of the specifications or any one of the Consumer Protection Act on each item quoted per Catering Supplies, Small Equipment, Meat and Frozen Products category = 0 points	
3. Food and Safety Management Requirements	<u>Food and Safety Management Requirements</u> Bidder must complete Annexure F - Food and Safety Management requirements and submit valid certificates/ documentation as proof of compliance with all Food and Safety Management requirements separately for each of the following categories. - Groceries, Bakery and Sweets - Prepared Food, Pre-packed Halaal Meals and Pre-packed Kosher Meals - Disposable Products and Small Equipment Meals - Dairy Products - Beverages (Alcoholic and Non-alcoholic) - Frozen Products - Fresh Meat - Processed Meat <i>Note: If bidding for all categories, then a bidder must submit the Food and Safety Management Requirements for each category.</i>	25
	Bidder completed Annexure F - Food and Safety Management requirements and submitted valid certificates/ documentation as proof of compliance with all Food and Safety Management requirements for each category bided for. = 10 Points	
	No submission or Bidder completed Annexure F - Food and Safety Management requirements and failed to submit any of the valid certificates/documentation proving compliance with all Food and Safety Management requirements for each category bided for. – 0 Points	

Criteria	Score Description	Weighting (%)
4. Distribution Network	Bidder must complete and submit the signed Annexure E - Distribution Network Table confirming its ability to supply and deliver to CSIR sites in Pretoria (CSIR Scientia Campus, Paardefontein and Kloppersbos) and Johannesburg, and/or Durban, and/or Western Cape (Rosebank and Stellenbosch). Bidders must provide a list of physical addresses and proof of presence in the addressed areas where the CSIR sites are located. Note: Bidders will be contracted per category only in the location/region where they have a proven footprint.	10
	• Bidder completed, signed and submitted the Annexure E - Distribution Network Table and provided a list of physical addresses and proof of presence provided in all three (3) provinces where the CSIR sites are located = 10 points	
	• Bidder completed, signed and submitted the signed Annexure E - Distribution Network Table and provided a list of physical addresses and proof of presence provided in only two (2) provinces where the CSIR sites are located = 7 points	
	• Bidder completed, signed and submitted the signed Annexure E - Distribution Network Table and provided a list of physical addresses and proof of presence provided in only one (1) province where the CSIR sites are located = 5 points	
	• No submission or bidder did not complete, sign and return Annexure E - Distribution Network Table and did not provide a list of physical addresses or proof of presence provided in any province where the CSIR sites are located = 0 points	
5. Business Continuity Plan	The bidder must submit a detailed business continuity plan to mitigate the risk of interruption to CSIR operations. The business continuity plan must include the following: • Contingency plan for delivery • Shortage of products/ unavailability of products to supply the CSIR.	5

Criteria	Score Description	Weighting (%)
	- Damaged goods in transit - Driver availability - Turnaround time for resolving an incident	
	Bidder submitted a business continuity plan, and it meets all the requirements = 10 points	
	No submission or Bidder submitted a business continuity plan, and it does not meet all the requirements = 0 Points	
6. Internal Capacity	Bidder must provide proof of a signed company Organogram, including who will be responsible for providing the various services to the CSIR, including a Finance resource, a dedicated Account Manager/Representative, and Drivers.	20
	Bidder provides a signed company organogram including who will be responsible for providing the various services to the CSIR, including a Finance resource, dedicated Account Manager/Representative, and Drivers = 10 points	
	Bidder provides a signed company organogram including who will be responsible for providing the various services to the CSIR, including a dedicated Account Manager/Representative, and Drivers = 7 points	
	Bidder provides a signed company organogram, including who will be responsible for providing the various services to the CSIR, including a dedicated Account Manager/Representative = 5 points	
	No submission or organogram is submitted, but not signed, or the organogram is submitted but does not include who will be responsible for providing the various services and does not have a dedicated Account Manager/Representative = 0 points	
7. Delivery Lead Time	<u>Delivery Lead Time</u> Bidder must provide the delivery lead time in days from placing a purchase order in Annexure G - Delivery Lead Time for each category bidding for.	20

Criteria	Score Description	Weighting (%)
	Categories included: a. Groceries, Bakery and Sweets b. Prepared Food, Pre-packed Halaal Meals and Pre-packed Kosher Meals c. Disposable Products and Small Equipment Meals d. Dairy Products e. Beverages (Alcoholic and Non-alcoholic) f. Frozen Products g. Fresh Meat h. Processed Meat Note: If bidding for more than one (1) category, then a bidder must provide the delivery lead time in days from placing a purchase order for each category bidding for • One (1) day = 10 points • Two (2) to Three (3) days = 7 points • Four (4) to Five (5) days = 5 points • Non-submission or more than five (5) days = 0 points	
TOTAL		100

Proposals with functionality / technical points of less than the pre-determined minimum overall percentage of 70% and less than 50% on each of the individual criteria will be eliminated. CSIR intends to appoint more than one bidder per Catering Supplies, Small Equipment, Meat and Frozen Products category.

Annexure D

Category Bidding Form

Appointment of a panel of suppliers for the Supply and Delivery of Catering Supplies, Small Equipment, Meat and Frozen Products on an “as and when” required basis for a period of five (5) years.

EOI No. 8111/15/09/2025

NB. All bidders must return this annexure, which must be duly signed.

PLEASE SELECT BELOW WHICH CATEGORIES YOU ARE BIDDING FOR	
Categories	Tick applicable
Groceries, Bakery, Sweets	
Prepared Food - Pre-packed Kosher Meals	
Prepared Food- Pre-packed Halaal Meals	
Disposable Products and Small Equipment	
Dairy Products	
Fruits and Vegetables	
Beverages (Non-alcoholic and alcoholic)	
Small Equipment	
Frozen Products	
Fresh Meat	
Processed Meat	

NB. THE CSIR WILL APPOINT MORE THAN ONE (1) SUPPLIER PER CATEGORY.

A bidder will be disqualified for Pre-packed Halaal Meals or Pre-packed Kosher Meals under the following conditions:

- If the bidder indicates the ability to provide Pre-packed Halaal Meals and does not provide a valid Halaal certificate issued by the South African National Halaal Authority.
- If the bidder indicates the ability to provide Pre-packed Kosher Meals and does not provide a valid Kosher certificate issued by the Kosher Certification Agency.

BIDDING COMPANY: _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

SIGNED at _____ on this _____ day of _____ 20____

SIGNED: _____

Name: _____

Designation: _____

Annexure E

Distribution Network Table

Appointment of a panel of suppliers for the Supply and Delivery of Catering Supplies, Small Equipment, Meat and Frozen Products on an “as and when” required basis for a period of five (5) years.

EOI No. 8111/15/09/2025

Location	Ability To Service (Mark Applicable Option)		List of Addresses of Branches
Gauteng – Pretoria	Yes	No	
Gauteng – Johannesburg	Yes	No	
Gauteng - other (Please specify other)	Yes	No	
KwaZulu-Natal (within reach of the CSIR KZN Campus)	Yes	No	
City of Cape Town, Stellenbosch and Drakenstein Municipality	Yes	No	

Company presence in CSIR areas of operations, which will be supported either by:

- Valid office lease agreements; or
- Title deed in the name of the bidder; or
- Municipality bill in the name of the bidder; or
- Such alternative proof of Company Presence as deemed suitable by the CSIR in its sole discretion.

Note: Bidders will be awarded the contract only in the location/region where they have a proven footprint.

Annexure F

Food and Safety Management Requirements

Appointment of a panel of suppliers for the Supply and Delivery of Catering Supplies, Small Equipment, Meat and Frozen Products on an “as and when” required basis for a period of five (5) years.

EOI No. 8111/15/09/2025

- Bidders must confirm compliance with the implementation of a Food and Safety Management programme.
- Bidders must indicate compliance with the Food and Safety Management Requirement per category of Catering Supplies, Small Equipment, Meat and Frozen Products by inputting yes/no in the table below.
- Bidders must submit valid certificates/ documentation as proof of compliance with the Food and Safety Management programme.
- Bidders who are not in full compliance with one (1) or more of the Food and Safety Management requirements, where they indicated compliance, will score zero for this criterion. Valid certificates/ documentation must be submitted as proof of compliance.
- Bidders who fail to submit one (1) or more of the certifications/documents where they indicated compliance will score zero only for category/s that are related to the standards.

Food and Safety Management Requirements	Groceries, Bakery and Sweets	Prepared Food, Pre-packed, Halaal Meals and Pre-packed Kosher Meals	Disposable Products and Small Equipment	Fruit and Vegetables	Beverages (Alcoholic and non-alcoholic)	Disposable Products and Small Equipment	Dairy Products	Meat (Fresh meat and Processed meat)	Frozen Products
Proof of any valid external Food Safety Audit Report compliant with standards such as ISO 22000, HACCP 10330, Global Food Safety Initiative (GFSI) or equivalent conducted in the last eighteen (18) months.									

Food and Safety Management Requirements	Groceries, Bakery and Sweets	Prepared Food, Pre-packed, Halaal Meals and Pre-packed Kosher Meals	Disposable Products and Small Equipment	Fruit and Vegetables	Beverages (Alcoholic and non-alcoholic)	Disposable Products and Small Equipment	Dairy Products	Meat (Fresh meat and Processed meat)	Frozen Products
Provide details of equivalent Food Safety Standards:									

Annexure G

Delivery Lead Time

Appointment of a panel of suppliers for the Supply and Delivery of Catering Supplies, Small Equipment, Meat and Frozen Products on an “as and when” required basis for a period of five (5) years.

EOI No. 8111/15/09/2025

- Bidder must complete the lead time in days from placing a purchase order for each category quoted.
- Bidders who fail to submit lead time for any of the categories below will not be considered for that particular category.

Category	Bidder must indicate the Delivery Lead time in Days
Groceries, Bakery and Sweets	
Prepared Food, Pre-packed Halaal Meals and Pre-packed Halaal Meals	
Disposable Products and Small Equipment	
Fruit and Vegetables	
Beverages (Alcoholic and non-alcoholic)	
Disposable Products and Small Equipment	
Dairy Products	
Meat (Fresh meat and Processed meat)	
Frozen Products	

Annexure H

Proposal Form and List of Returnable Documents

Appointment of a panel of suppliers for the Supply and Delivery of Catering Supplies, Small Equipment, Meat and Frozen Products on an “as and when” required basis for a period of five (5) years.

EOI No. 8111/15/09/2025

I/We _____

[name of entity, company, close corporation or partnership] of [full address]

carrying on business trading/operating as

represented by _____ in my capacity as

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, dated _____ to enter into, sign execute and complete any documents relating to this proposal and any subsequent Agreement. The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should CSIR decide to enter into Post Tender Negotiations with shortlisted bidder(s).

FULL NAME(S) CAPACITY SIGNATURE

I/We hereby offer to supply the abovementioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of EOI documents.

I/We agree to be bound by those conditions in CSIR's:

1. General EOI Terms and Conditions; and [CSIR's Purchasing Terms and Conditions](#) or Any other standard or special conditions mentioned and/or embodied in this Expression of Interest.

I/We accept that unless CSIR should otherwise decide and so inform me/us in writing of award/intent, this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence], together with CSIR's acceptance thereof shall constitute a binding contract between CSIR and me/us.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply of Services within 4 [four] weeks thereafter, CSIR may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

I/We accept that any contract resulting from this offer will be for a period as determined by the CSIR.

Furthermore, I/we agree to a penalty clause/s which will allow CSIR to invoke a penalty against us for non-compliance with material terms of this EOI including the delayed delivery of the Services due to non-performance by ourselves, failure to meet Subcontracting.

I/we agree that non-compliance with any of the material terms of this EOI, including those mentioned above, will constitute a material breach of contract and provide CSIR with cause for cancellation.

ADDRESS FOR NOTICES

The law of the Republic of South Africa shall govern any contract created by the acceptance of this EOI. The domicilium citandi et executandi shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to such contract.

Respondent to indicate the details of its domicilium citandi et executandi hereunder:

Name of Entity:

Facsimile:

Address:

NOTIFICATION OF AWARD OF EOI

As soon as possible after approval to award the contract(s), the successful Respondent [**the Service provider**] will be informed of the acceptance of its Proposal. Unsuccessful Respondents may be advised in writing of the name of the successful Service provider and the reason as to why their Proposals have been unsuccessful, for example, in the category of price, delivery period, quality, B-BBEE or for any other reason.

VALIDITY PERIOD

CSIR requires a validity period of 180 [One Hundred and Eighty] Days from the closing date against this EOI.

Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [**C.C.**] on whose behalf the EOI is submitted.

1. Registration number of company / C.C.

2. Registered name of company / C.C.

3. Full name(s) of director/member(s) Address/Addresses ID Number(s)

RETURNABLE DOCUMENTS

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below.

a) **Mandatory Returnable Documents**

Failure to provide any Mandatory Returnable Documents at the closing date and time of this bid 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:

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
In the case of Joint Ventures, the bidder must submit a copy of the <u>signed</u> Joint Venture Agreement. (The Joint Venture Agreement must be signed by all parties.)	
In the case of subcontracting arrangements, the bidder must submit a copy of the <u>signed</u> subcontracting agreement. (If the agreement is not fully signed by both parties by the closing date and time, and where the subcontracting agreement has not been finalised, the bidder must submit a signed letter of intent or preliminary agreement, and a signed subcontracting agreement will be submitted within seven (7) days upon request.)	

b) **Essential Returnable Documents**

In addition to the requirements of section (a) above, Respondents are further required to submit with their Proposals the following **essential Returnable Documents** as detailed below.

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:

ESSENTIAL RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED
Completed Annexure F - Food and Safety Management programme and submitted valid certificates/ documentation as proof of compliance with the Food and Safety Management standards	
Client references in the last two (2) years	
Completed and signed Annexure E- Distribution Network Table confirming the bidder's ability to supply and deliver to the CSIR offices in Pretoria, Johannesburg, Durban, Rosebank (Cape Town), and Stellenbosch.	
Proof of the Company's presence in CSIR areas of operations, which will be supported either by: - Valid office lease agreements; or - Title deed in the name of the bidder; or - Municipality bill in the name of the bidder; or - Such alternative proof of Company Presence as deemed suitable by the CSIR in its sole discretion.	
Technical Proposal Response to Annexure C- Technical Evaluation Matrix	
Annexure G – Delivery Lead Time	

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. However, if the bidder indicated YES in the SUBMITTED column and the documents are not submitted, then the bidder may be given two (2) days to provide the missing information.

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

OTHER ESSENTIAL RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
Annexure A: Standard Bidding Document (SBD) 1 Form	
Annexure D: Category Bidding Form	
Annexure H: Proposal Form and List of Returnable documents (<i>This document</i>)	
Annexure I: Certificate of Acquaintance with EOI, Terms & Conditions & Applicable Documents	
Annexure J: Standard Bidding Document (SBD) 4 Form	
Annexure K: EOI Declaration and Breach of Law Form	
Annexure L: Mutual Non-Disclosure Agreement	
If the bidder indicates the ability to provide Pre-packed Halaal Meals, the bidder must provide a valid Halaal certificate issued by the South African National Halaal Authority.	

OTHER ESSENTIAL RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
Proof of a valid Certificate of Acceptability for Food Premises reflecting the following compliances: - Food Premises - Person in charge - Vehicle(s) transporting perishable food/prepackaged food (Regulation 3 (1)(a) and 14(6)(1)) - Nature of Handling - Certification and restriction Endorsements/exemptions in terms of Regulation 14(1)	
Completed Annexure B1 – Product Specifications	
If the bidder indicates the ability to provide pre-packed Kosher Meals, the bidder must provide a valid Kosher certificate issued by the Kosher Certification Agency.	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this EOI. Should the Respondent be awarded the contract **[the Agreement]** and fail to present CSIR with such renewals as and when they become due, CSIR shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which CSIR may have for damages against the Respondent.

SIGNED at _____ on this _____ day of _____ 20_____

SIGNATURE OF WITNESSES AND NAME OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

Name: _____

Designation: _____

Annexure I

Certificate of Acquaintance with EOI, Terms & Conditions & Applicable Documents

Appointment of a panel of suppliers for the Supply and Delivery of Catering Supplies, Small Equipment, Meat and Frozen Products on an “as and when” required basis for a period of five (5) years.

EOI No. 8111/15/09/2025

By signing this certificate, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with and agrees with all the conditions governing this EOI. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, CSIR will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or any other purpose:

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the EOI unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by CSIR's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from any term or condition may result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid which they intend to respond on, before submitting the bid. The Bidder agrees that he/she will have no claim based on an allegation that any aspect of this EOI was unclear but in respect of which he/she failed to obtain clarity.

The bidder understands that his/her Bid will be disqualified if the Certificate of Acquaintance with EOI documents included in the EOI as a returnable document, is found not to be true and complete in every respect.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES AND NAME OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

Name: _____

Designation: _____

Annexure J

Standard Bidding Document (SBD) 4

EOI No. 8111/15/09/2025

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? YES ☐ / NO ☐

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? YES ☐ /NO ☐

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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

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.

reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Annexure K

DECLARATION BY BIDDER AND BREACH OF LAW FORM

Appointment of a panel of suppliers for the Supply and Delivery of Catering Supplies, Small Equipment, Meat and Frozen Products on an “as and when” required basis for a period of five (5) years.

EOI No. 8111/15/09/2025

NAME OF ENTITY: _____

We _____ do hereby certify that:

- 1.1 CSIR has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for EOI Clarification purposes;
- 1.2 we have received all information we deemed necessary for the completion of this Expression of Interest [EOI];
- 1.3 we have been provided with sufficient access to the existing CSIR facilities/sites and any and all relevant information relevant to the Services as well as CSIR information and Employees, and has had sufficient time in which to conduct and perform a thorough due diligence of CSIR's operations and business requirements and assets used by CSIR. CSIR will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
- 1.4 at no stage have we received additional information relating to the subject matter of this EOI from CSIR sources, other than information formally received from the designated CSIR contact(s) as nominated in the EOI documents;
- 1.5 we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by CSIR in issuing this EOI and the requirements requested from Bidders in responding to this EOI have been conducted in a fair and transparent manner; and
- 1.6 furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the CSIR Group including any person who may be involved in the evaluation and/or adjudication of this Bid.
- 1.7 In addition, we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the CSIR.
- 1.8 If such a relationship as indicated in paragraph 7 exists, the Respondent is to complete the following section:

FULL NAME OF OWNER/MEMBER/DIRECTOR/
PARTNER/SHAREHOLDER: ADDRESS:

Indicate nature of relationship with CSIR:

[Failure to furnish complete and accurate information in this regard may lead to the disqualification of a response and may preclude a Respondent from doing future business with CSIR]

- 1.9 We declare, to the extent that we are aware or become aware of any relationship between ourselves and CSIR [other than any existing and appropriate business relationship with CSIR] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify CSIR immediately in writing of such circumstances.
- 1.10 We accept that any dispute pertaining to this Bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought.
- 1.11 We further accept that CSIR reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

BREACH OF LAW

- 1.12 We further hereby certify that I/we (the bidding entity and/or any of its directors, members or partners) have/have not been [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

DATE OF BREACH: _____

Furthermore, I/we acknowledge that CSIR reserves the right to exclude any Respondent from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED at _____ on this _____ day of _____ 20____

For and on behalf of _____	AS WITNESS:
duly authorised hereto	
Name:	Name:
Position:	Position:
Signature:	Signature:
Date	Registration No of Company/CC
Place	Registration Name of Company/CC

Annexure L

Mutual Non-Disclosure Agreement

EOI No. 8111/15/09/2025

MUTUAL NON-DISCLOSURE AGREEMENT

1. Preamble

The Parties as identified herein are engaged in discussions relating to their potential collaboration in the Field as likewise described therein; are by virtue thereof are required to disclose Confidential Information to one another, and have agreed to do so subject to the terms and conditions as set out in this agreement.

2. Definitions

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

- 2.1.1. "Confidential Information" shall mean all 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 foregoing, "Confidential Information" shall include any information that falls within the definition of 'Personal Information')
- 2.1.2. "Disclosing Party" shall mean the Party disclosing Confidential Information under this agreement;
- 2.1.3. "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);
- 2.1.4. "Effective Date" shall mean the date of the commencement of this agreement which would be a bid award date";
- 2.1.5. "Notice" shall mean a written document addressed by one Party to the other and either delivered by hand; sent per registered post or

telefaxed to the addresses as indicated herein";

2.1.6. "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 ("POPI");

2.1.7. "Receiving Party" shall mean the Party receiving Confidential Information under this agreement;

"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. Obligation of Confidentiality

3.1. The Receiving Party undertakes and agrees:

- 3.1.1. to use the Disclosing Party's Confidential Information only to give effect to the Disclosing Purpose;
- 3.1.2. to hold in strict confidence and not to publish or disclose to any unauthorised third parties any of the Confidential Information of the Disclosing Party without the prior written consent of the Disclosing Party;
- 3.1.3. to use the same degree of care (and in any event not less than reasonable care) to safeguard the confidentiality of the Disclosing Party's Confidential Information that it uses to protect its own information of like kind;
- 3.1.4. to limit any disclosure of such Confidential Information only to those of its employees and professional advisors who have a specific need –to- know to access such Confidential Information and either entered into a written agreement which impose, or are otherwise bound by the same restrictions as those imposed upon it by virtue of this agreement;
- 3.1.5. not to disclose or reveal to any third party, whomsoever, either the fact that discussions or negotiations are taking, or have taken, place between the Parties; the content of any such discussions, or other facts relating to the Disclosing Purpose;

- 3.1.6. on termination of this agreement, to act with the Disclosing Party's Confidential Information in accordance with a Notice delivered to it by the Disclosing Party, and if no such Notice is delivered to the Recipient, to destroy the Disclosing Party's Confidential Information in a similar manner to which it would destroy its own Confidential Information.

4. Protection of Personal Information

4.1. The Party(ies) undertake(s) to:-

- 4.1.1. comply with the provisions of POPI as well as all applicable legislation as amended or substituted from time to time;
 - 4.1.2. treat all Personal Information strictly as defined within the parameters of POPI;
 - 4.1.3. process Personal Information only in accordance with the consent it was obtained for, for the purpose agreed, any lawful and reasonable written instructions received from the applicable Responsible Party and as permitted by law;
 - 4.1.4. process Personal Information in compliance with the requirements of all applicable laws;
 - 4.1.5. secure the integrity and confidentiality of any Personal Information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent loss, damage, unauthorised destruction, access, use, disclosure or any other unlawful processing of Personal Information;
 - 4.1.6. not transfer any Personal Information to any third party in a foreign country unless such transfer complies with the relevant provisions of POPI regarding transborder information flows; and
 - 4.1.7. not retain any Personal Information for longer than is necessary for achieving the purpose in terms of this Agreement or in fulfilment of any other lawful requirement.
- 4.2. The Party(ies) undertake(s) to ensure that all reasonable measures are taken to:
- 4.2.1. identify reasonably foreseeable internal and external risks to the Personal Information in its possession or under its control;
 - 4.2.2. establish and maintain appropriate security safeguards against the identified risks;
 - 4.2.3. regularly verify that the security safeguards are effectively implemented;
 - 4.2.4. ensure that the security safeguards are continually updated in response to new risks

or deficiencies in previously implemented safeguards;

- 4.2.5. provide immediate notification to the Responsible Party if a breach in information security or any other applicable security safeguard occurs; provide immediate notification to the Responsible Party where there are reasonable grounds to believe that the Personal Information has been accessed or acquired by any unauthorised person;
 - 4.2.6. remedy any breach of a security safeguard in the shortest reasonable time and provide the Responsible Party with the details of the breach and, if applicable, the reasonable measures implemented to address the security safeguard breach;
 - 4.2.7. provide immediate notification to the Responsible Party where either party has, or reasonably suspects that, Personal Information has been processed outside of the purpose agreed to or consented to;
 - 4.2.8. provide the Responsible Party, upon request, with all information of any nature whatsoever relating to the processing of the Personal Information for the purpose in terms of this Agreement and any applicable law; and
 - 4.2.9. notify the CSIR, if lawful, of receipt of any request for access to Personal Information, in its possession and relating to the CSIR.
- 4.3. The CSIR reserves the right to inspect the Personal Information processing operations, as well as the technical and organisational information security measures employed by the contracting Party to ensure compliance with the provisions of clause 4.
- 4.4. The provisions of clause 4 shall survive the termination of this Agreement, regardless of cause, in perpetuity.

5. Exclusions

- 5.1. 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:
- 5.1.1. 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;
 - 5.1.2. it can show was in its possession prior to the earliest disclosure by the Disclosing Party, as evidenced by written documents in its files;

- 5.1.3. is rightfully received by it from a third party having no obligation of confidentiality to the Disclosing Party;
- 5.1.4. is independently developed by the Receiving Party by a person(s) who did not have access to the Confidential Information of the Disclosing Party;
- 5.1.5. is disclosed by the Receiving Party after receipt of written permission from the Disclosing Party; or
- 5.1.6. 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.

6. Ownership and Provision of Information

- 6.1. The Disclosing Party shall retain ownership of all its Confidential Information as disclosed hereunder.
- 6.2. Nothing contained in this agreement or in any disclosures made hereunder shall create or imply, or be construed as to grant to the Receiving Party any license or other rights in or to the Confidential Information and/or any intellectual property rights attached thereto, or act as a waiver of any rights that the Disclosing Party may have to prevent infringement or misappropriation of any patents, patent applications, trademarks, copyright, trade secrets, know-how or other intellectual property rights owned or controlled by the Disclosing Party as at the Effective Date.
- 6.3. The Disclosing Party provides the Confidential Information "as is" and accordingly no disclosure thereof by it hereunder shall constitute any representation, warranty, assurance, guarantee or inducement by such Disclosing Party with respect to infringement of patents or other rights of third parties, nor is any warranty or representation as to the accuracy, completeness, or technical or scientific quality of any of the Disclosing Party's Confidential Information provided hereunder. (For the avoidance of doubt it is stated expressly that the Disclosing Party neither makes, nor have made, any representation or warranty as to the merchantability or fitness for a particular

purpose of any Confidential Information disclosed hereunder).

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 five (5) 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 herein.

11. Notices

- 11.1 Any Notice to be given hereunder shall be given in writing and may be given either personally or may be sent by post or facsimile and addressed to the relevant party at its *domicilium citandi et executandi* address as chosen herein. Any notice given by post shall be deemed to have been served on the expiry of 7 (seven) working days after same is posted

by recorded delivery post or air mail. Any notice delivered personally or sent by facsimile 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 comprises 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 trade mark, mark or trade description applied to goods, other than with the consent of the CSIR.
- 13.6. Both Parties shall remain free to use, in the normal course of its business, its general knowledge, skills and experience incurred

before, during or after the discussions envisaged hereunder. (To this end, it is also recorded that 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.)

ANNEXURE L: MUTUAL NDA

14. Parties to the NDA

THE CSIR, a statutory council, duly established under Act 46 of 1988,

and

The Bidder (Name).....

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

15. Contact Details for Purposes of Clause 10:**15.1. The CSIR**

Physical Address:

Meiring Naude Road

Brummeria

Pretoria

0002

Postal Address:

PO BOX 395

Pretoria

0001

Email: Tender@csir.co.za

The Bidder (Name).....

Physical Address:

Postal Address:

Email:

16. Signature (Bidder):

SIGNED ON THIS THE.....DAY OF.....AT..... IN

THE PRESENCE OF THE FOLLOWING WITNESSES:

1.

2.

