



***Request for Quotation (RFQ) for the Supply and installation of a high-load raised access floor system and associated components in Room 27, and the strengthening of the existing raised access floor in the main data centre at the Centre of High-Performance Computing (CHPC) at the Rosebank campus, Cape Town.***

**RFQ Number: 6670/09/03/2026**

Date of Issue	Friday, 20 February 2026
Compulsory Online Briefing Session	<b>Date and Time:</b> Monday, 02 March 2026 at 08:00
	<b>Link to Session:</b> <a href="#">Compulsory Briefing Session - Datacentre raised Floor   Meeting-Join   Microsoft Teams</a>
Compulsory Physical Site Visit	<b>Date and Time:</b> Monday, 02 March 2026 at 14:00
	<b>Physical Address:</b> 5 Lower Hope Street, Rosebank, Cape Town, South Africa
Last date of submitting enquiries/clarifying questions	Tuesday, 03 March 2026 at 16:30
Closing Date and Time	Monday, 09 March 2026 at 16:00
Bid Validity Period	90 calendar days (Commencing from the RFQ closing date)
Enquiries and submission of proposals	For submission of quotations or any other enquiries: Email <a href="mailto:tender@csir.co.za">tender@csir.co.za</a> ( <b>Please use RFQ No and RFQ Description as subject reference</b> )

## 1 INTRODUCTION

The Council for Scientific and Industrial Research (CSIR) is Africa's foremost scientific research and technology development organisation. In collaboration with national and international research and technology institutions, the CSIR conducts focused, multidisciplinary research and technological innovation to enhance the quality of life for South Africans. The CSIR's primary site is in Pretoria, and it is represented in other provinces through regional offices.

NICIS/CHPC, a hosted programme within the CSIR, has recently acquired a 4 PetaFlop HPC system to replace the current Lengau system hosted at the CSIR Rosebank campus. CHPC supports over 1,500 users and more than 100 applications across various scientific disciplines, including chemistry, materials science, astronomy, climate science, bioinformatics, and more. The project entails upgrading the current HPC datacentre floor capacity at the Rosebank campus to be able to carry the additional load of the new HPC system and to upgrade the power outlets to power up the higher power intensive racks of the new HPC system

The Council for Scientific and Industrial Research (CSIR) invites qualified vendors to submit proposals to upgrade the High-Performance Computing (HPC) data centre's existing SolidFeel raised flooring and to install a new high-load raised floor in Room 27 at its Rosebank campus. This project will be executed in two phases:

- Phase 1: Supply and install a high-load raised access floor system in Room 27 to host the Base HPC System.
- Phase 2: Supply and installation of SolidFeel raised flooring components to strengthen the existing CHPC main datacentre raised flooring to carry the weight of the new HPC racks.

The CSIR seeks cost-effective, compliant, and timely solutions to meet the below technical requirements.

## 2 INVITATION FOR QUOTATION

The CSIR hereby invite qualified contractors with a CIDB contractor Designation of 1GB or Higher for the Supply and installation of a high-load raised access floor system and associated components in Room 27, and the strengthening of the existing raised access floor in the main data centre at the Centre of High-Performance Computing (CHPC) at the Rosebank campus, Cape Town

## 3 SCOPE OF WORK

**3.1 Phase 1:** Supply and installation of high-load raised access flooring in Room 27 to host the Base HPC System of 6 x 42U server racks.

**Key Deliverables for Phase 1:**

- 1,500 kg/m<sup>2</sup> Certify load-bearing capacity to 1,400 kg/m<sup>2</sup> (current: 1,200 kg/m<sup>2</sup>) or more.
- Submit stamped engineering drawings compliant with ISO 22237 and local codes.
- The CSIR prefers a lead of 7–14 calendar days

**3.2 Phase 2: Supply and install raised flooring components to strengthen the existing CHPC main datacentre Solid Feel raised flooring to carry the weight of the new HPC racks**

**Key Deliverables for Phase 2:**

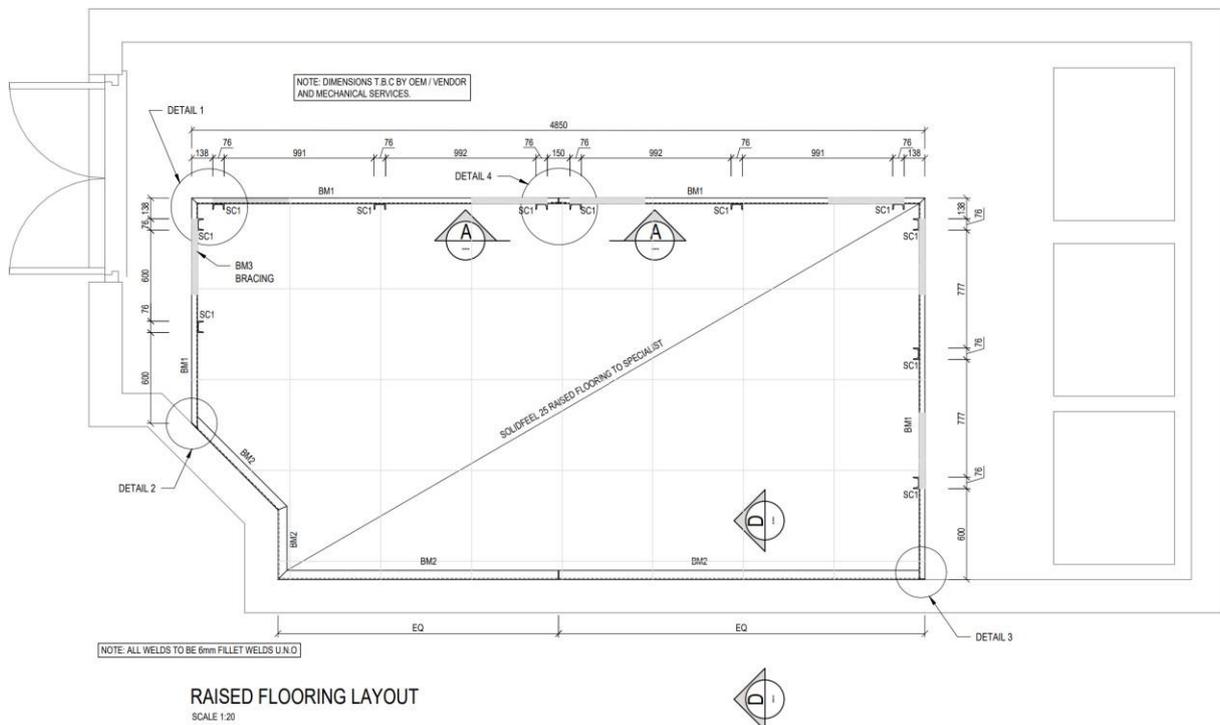
- Installation of raised floor components to strengthen the existing raised floor to carry a capacity of 1,500 kg/m<sup>2</sup> or more in the main datacentre:
  - Certify load-bearing capacity to 1,400 kg/m<sup>2</sup> (current: 1,200 kg/m<sup>2</sup>) or more.
  - Submit stamped engineering drawings compliant with ISO 22237 and local codes.
  - The CSIR prefers a lead of 7–14 calendar days

## 4 CHPC Rosebank Data Centre, Cape Town,

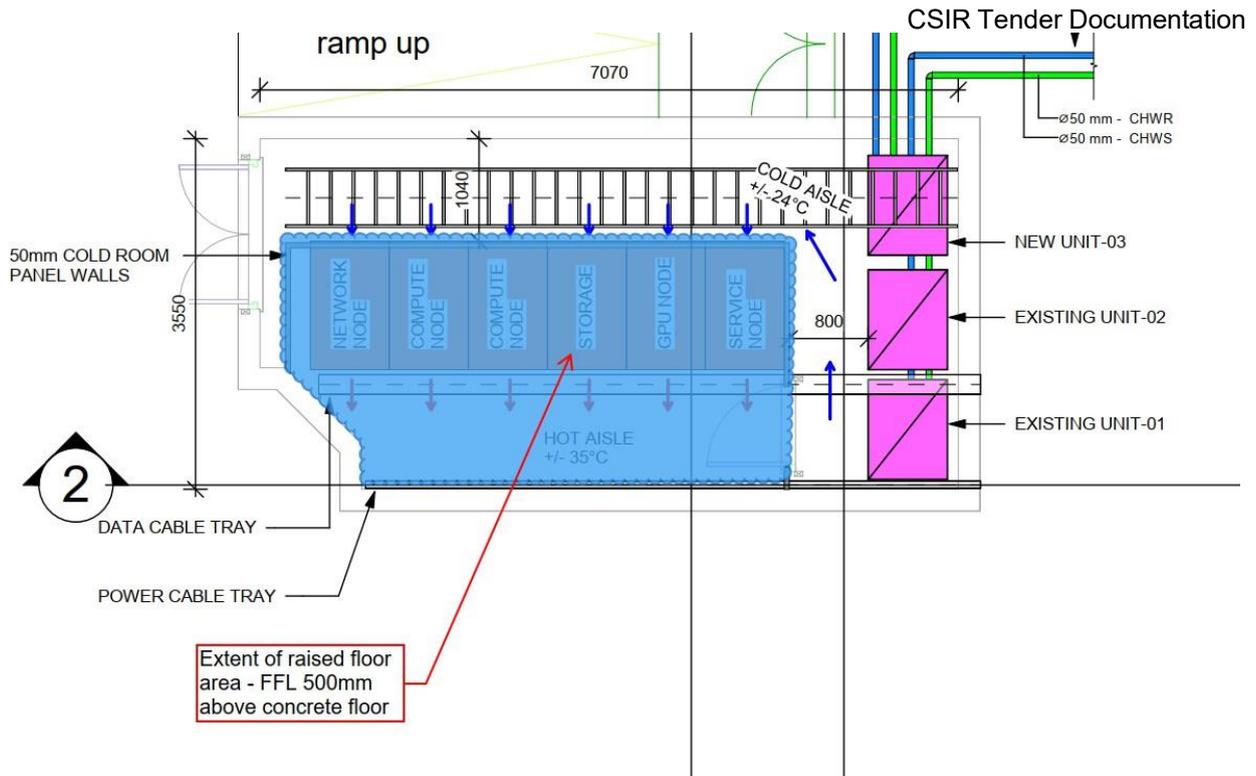
### 4.1 Phase 1: Room 27 Raised Floor Requirements

#### Room 27 Floor Layout and Space Availability

- Room 27 provides sufficient space to accommodate six (6) 42U server racks.
- The floor space is 24.33 m<sup>2</sup>
- The raised floor level will be in line with the current CRAC unit height of 500mm in Room 27.
- The raised floor won't be wall-to-wall but wall to steel frame structure to allow for access.
- A reinforced structural frame (Figure 01) will be required and implemented to allow for the same leverage and structural integrity a wall would provide in Room 27.
- SolidFeel SF25 or equivalent specification or higher. Class 3 panel type. 600m x 600mm panel size that can hold 1,400 kg/m<sup>2</sup> or more.
- Under structure must allow for level and closed floor panels and should be able to carry 1,400 kg/m<sup>2</sup> or more.



**Figure 01: Room 27 Layout and Floor Space for the structural steel frame.**



**Figure 02: Raised Floor Layout for Room 27 for the raised floor tiles and under structure**

#### 4.1.1 Floor Strength and Floor Height Evaluation

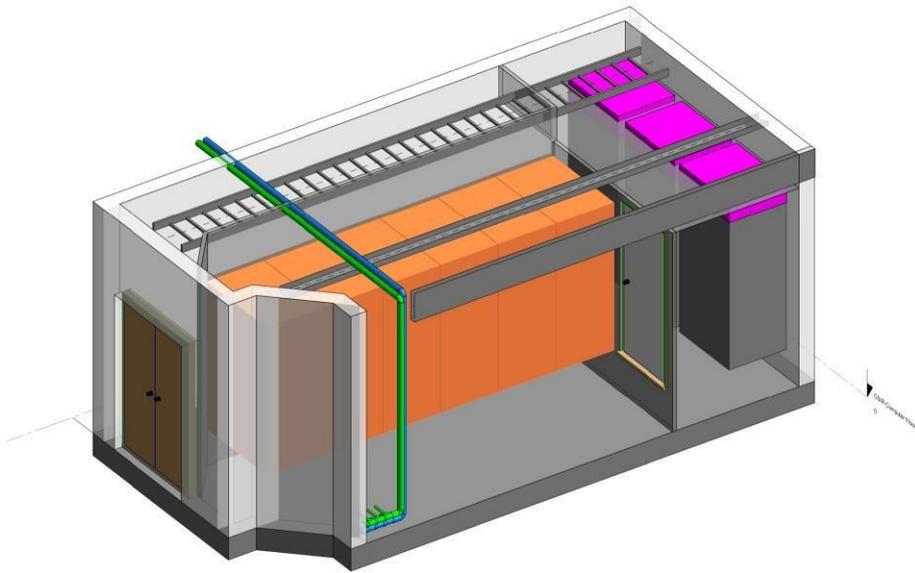
- a. Provide scope of work and bill of material.
- b. The floor load-bearing capacity must be tested and certified to support the full weight of high-density racks (approximately 1400 kg per m<sup>2</sup> per rack or more).
- c. The floor height must be aligned with the current CRAC unit height of 500mm in Room 27.

#### 4.1.2 Structural reinforced floor assembly:

- a. Implement the steel frame structure required to stabilize the SolidFeel or equivalent flooring components required for Room 27.
- b. Verify current load capacity to ensure it is equal or exceeds 1300kg/ m<sup>2</sup>.

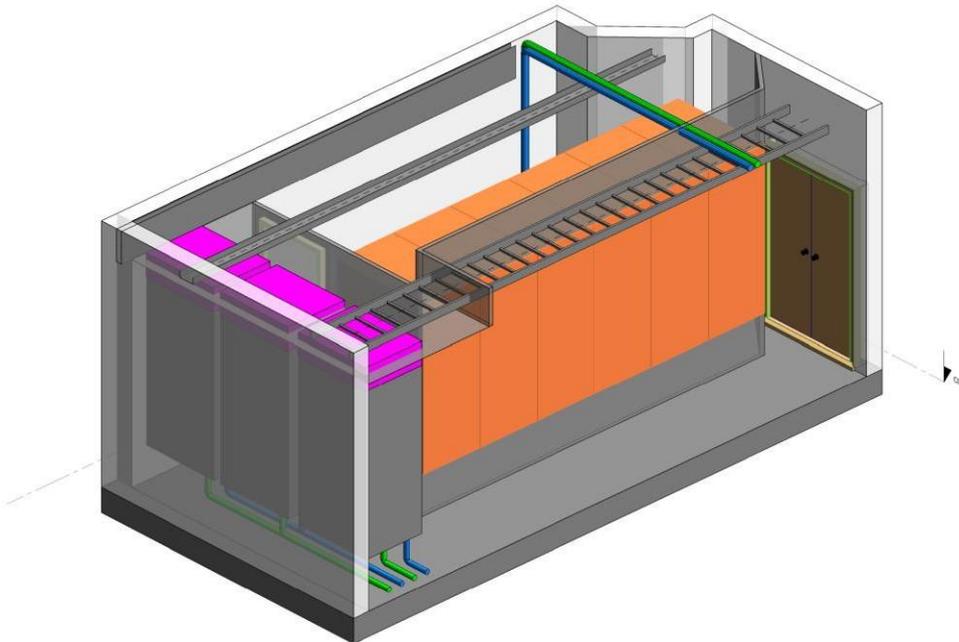
#### 4.1.3 Testing & Compliance:

- a. Perform load and capacity testing on the new and reinforced floors.
- b. Verify new load capacity (a capacity equal to exceeding 1300kg/ m<sup>2</sup>).
- c. Provide compliance certificates.



 ISOMETRIC VIEW - 1

Figure 03: Front view of the Room 27



 ISOMETRIC VIEW - 2

Figure 04: Back view of Room 27

## 4.2 Phase 2: Phase 2 Datacenter

### Floor Layout and Space Availability in the CHPC Datacentre

- CHPC Phase 2 Datacenter provides sufficient space to accommodate six (6) 42U server or more racks.
- The floor space is approximately 110 m<sup>2</sup>
- The raised floor level is in line with the current CRAC unit height of 600mm in the Phase 2 datacentre.
- The raised floor in the Phase 2 Datacenter is a wall-to-wall configuration.
- SolidFeel SF25 or higher spec, Class 3 panel type and under structure must allow for level and closed floor panels and should be able to carry 1,400 kg/m<sup>2</sup> or more.

This section outlines the specific scope of work for the raised floor reinforcement or upgrade and the outlet upgrade requirements. Bidders must address both the raised floor and power outlet requirement in their proposals, ensuring that both requirements will meet all the necessary industry quality standards. The following must be taken into consideration for the raised floor reinforcement/upgrade:

#### 4.2.1 Structural Assessment:

- a. Provide scope of work and bill of material.
- b. Verify current load capacity (1,200 kg/m<sup>2</sup>) and propose upgrades (e.g., reinforced pedestals, steel bracing) to a capacity equal to exceeding 1300kg/ m<sup>2</sup>.

#### 4.2.2 Structural Reinforcement:

- a. Provide and implement the components required to strengthen the Phase 2 Datacenter floor
- b. Verify current load capacity (1,200 kg/m<sup>2</sup>) and propose upgrades (e.g., reinforced pedestals, steel bracing) to a capacity equal to exceeding 1300kg/ m<sup>2</sup>.
- c. Straighten and level the flooring in the main datacenter and the adjacent room SolidFeel raised floor

#### 4.2.3 Testing & Compliance:

- d. Perform load and capacity testing on the new and reinforced floors.
- e. Verify new load capacity (a capacity equal to exceeding 1300kg/ m<sup>2</sup>).
- f. Provide compliance certificates.



### 4.3 Load Performance Requirements

	UNIT OF MEASURE	Load Performance Requirements
<b>STATIC LOAD</b>		
Concentrated Load	<b>Kilonewton (kN)</b>	4.5
(on a 25 x 25mm area)	<b>Kilogram (kg)</b>	459
	<b>Pound (lbs)</b>	1012
Uniformly Distributed Load	<b>Kilonewton (kN)</b>	13.5
(per m2)	<b>Kilogram (kg)</b>	1377
	<b>Pound (lbs)</b>	3035
Safety Factor	<b>Kilonewton (kN)</b>	40.5
(3 times design load per m2)	<b>Kilogram (kg)</b>	4130
	<b>Pound (lbs)</b>	9105
<b>ROLLING LOADS</b>		
200mm x 50mm WHEEL		LOAD 2.7kN
NUMBER OF PASSES		30000
150 x 38 mm WHEEL		LOAD 3.25kN
NUMBER OF PASSES		1000

	UNIT OF MEASURE	Load Performance Requirements
25mm x 75mm WHEEL		LOAD 3.6kN
NUMBER OF PASSES		5
<b>IMPACT LOAD</b>		55kg
<b>PANEL SPECIFICATIONS</b>		
<b>STEEL PANELS</b>		
Panel size		600 x 600
Top sheet thickness		0,9mm
Bottom sheet thickness		1.0mm
Panel mass (9pprox.)		14.27kg
Fire test		60min(CLASS 1)
<b>PAINT SPECIFICATION</b>		
Panels: Epoxy powder coated with an electro coated alternative Understructure: Electro galvanised with an electro coated alternative		
<b>PEDESTAL ASSEMBLY</b>		
Axial load	<b>Kilonewton (kN)</b>	22.7
	<b>Kilogram (kg)</b>	2315
	<b>Pound (lbs)</b>	5103
Pull test on pedestal base		10kg(installation test) 10kg(installation test) 10kg(installation test) 10kg(installation test) 10kg(installation test)

#### 4.4 ADDITIONAL STRENGTHENING REQUIREMENTS

- Each raised floor panel is sized 600 × 600 mm and a typical server rack has approximate plan dimensions of 800 × 1 520 mm.
- The governing load performance criterion that is exceeded relates to the stringer resistance.
- Under the worst-case loading scenario, the castors are expected to apply a maximum concentrated load of approximately 3.1 kN onto a stringer.
- The stringer capacity is indicated as 2.0 kN at midspan.
- Accordingly, additional strengthening will be required for all raised flooring panels, inside the movement and rigging zones, to accommodate the loading imposed by the server racks.

- Additional pedestals are required to be installed between the existing pedestal supports along all floor panel edges supporting the stringers, as indicated below.
- These pedestals shall match the existing and integrate with the stringer support system.
- The OEM or an OEM approved service provider will undertake the provision and installation of these additional pedestals.
- Indicative layout of additional stringer supports.
- The preferred fixing position for the new pedestals is centrally on the stringers.
- A tolerance of approximately  $\pm 100$  mm from the centreline is acceptable.
- Where obstructions (e.g. cable trays) restrict the installation position, it shall be assessed whether the pedestal can pass through the obstruction or be installed as close to it as practicable.
- If installation is impeded by an immovable obstruction or the pedestal cannot be positioned within an acceptable location, the relevant stakeholders shall be notified to facilitate resolution of the issue.

#### 4.5 Rack Dimensions and weight that the raised floor must be capable of carrying:

The rack dimensions and weight will be distributed between Room 27 and the Main Datacentre

	Quantity	Kg per rack	Total Kg	Rack Dimensions (mm)			Rack Shipping Dimension (mm)		
				Width	Depth	Height	Width	Depth	Height
<b>Compute racks</b>	8	1234	9872	800	1520	2010	1103,1	1469,9	2167,9
<b>Interconnect racks</b>	1	364	364	800	1520	2010	1103,1	1469,9	2167,9
<b>Service</b>	1	860	860	800	1520	2010	1103,1	1469,9	2167,9
			11096						

#### 4.6 Bidder's Past Experience

- a) Bidder(s) must complete the information requested below and provide a minimum of two (2) client references demonstrating experience in similar projects related to the design, supply, installation and maintenance of the datacentre high-load raised flooring system, over the past ten (10) years (2015 and 2025).

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)	Detailed service delivered to the client.

- b) 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.
- c) If the references are unable to validate, verify or provide additional information on the projects, the submission will be disqualified.

## 5 PRICING REQUIREMENTS

- 5.1** Pricing must be stated in South African Rand (including all applicable taxes and excluding all unconditional discounts).
- 5.2** For prices subject to rates of exchange variations, the items or proportion of the contract price subject to exchange rate variation and the rates of exchange used in calculating the prices must be disclosed. Bidders must indicate the ROE used by 12:00 p.m. (South African Time) on the date of issuing this tender. Bidders must also indicate the source of ROE used. The bidder must provide a total cost breakdown and escalation formula.
- 5.3** Bidder must submit a pricing proposal for each of the following, and the final selection of capacity will be based on affordability:
- Reinforcement of the raised floor
  - Upgrade of the raised floor
  - Upgrade of the Power Outlets

- 5.4 The price should encompass additional cost elements such as freight, insurance until acceptance, duty where applicable, and so forth.
- 5.5 Payment will follow the CSIR Payment Terms and Conditions ([Link](#)).
- 5.6 Please provide detailed pricing using the Pricing Schedule outlined under **Annexure C**.
- 5.7 The pricing must be firm and inclusive of all costs required to render the services needed to the CSIR.
- 5.8 Prices must be firm and valid for the duration of the contract period.

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

## 6 RETURNABLES

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

### 6.1 Essential Returnable Documents

Without limiting the generality of the CSIR's other critical requirements for this Bid, bidder(s) must submit the documents listed in Table 1 below. All documents must be completed and signed by the duly authorized representative of the prospective bidder(s). Please confirm submission of the Essential Returnable Documents detailed below by so indicating [Yes or No] in the table below:

*Table 1*

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
Annexure B: Standard Bidding Document (SBD) 1 Form	
Annexure D: Standard Bidding Document (SBD) 4 Form	
Annexure E: Preference Points Award Form (Mandatory documents to claim preference points)	
Annexure F: Mutual Non-Disclosure Agreement	

## 6.1 Mandatory Returnable Documents

Failure to submit **all** Mandatory Returnable Documents by the closing date and time of this RFQ will result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their RFQ.

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

Table 2

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
<i>Annexure C: Pricing Schedule</i>	
<i>Bidder must submit a valid CIDB report/certificate indicating CIDB contractor Designation of 1GB or Higher.</i>	
A valid proof that the bidder is an OEM-approved installer. (However, if the bidder is an OEM, this requirement does not apply.)	
In the case of Joint Ventures, the bidder must submit a copy of the <b>signed</b> 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 <b>signed</b> 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.)	

## 7 EVALUATION PROCESS AND CRITERIA

The RFQ will be evaluated as per the following:

### Phase 1 – Elimination Criteria

The bidders will be evaluated on the elimination criteria in Point 7.1 below. Bidders eliminated during this phase will not be assessed further on price and preference points.

## Phase 2 – Price and Preference Points Evaluation

Bidders will be evaluated as per the preference points system stated in point 7.2 below.

### 7.1 Elimination Criteria

Bidders will be eliminated in the following circumstances:

- a) Bidders who submit late bids will not be considered.
- b) Bidders that submit to the incorrect location or email address will not be considered.
- c) Bidders listed on the NT database of restricted suppliers and or NT Register of Tender Defaulters will not be considered.
- d) Bidders who fail to submit a minimum of two (2) relevant references in Paragraph 4.3 Bidder's Past Experience, and the references cannot be verified, will not be considered.
- e) Bidders who fail to provide a valid letter of good standing with the Compensation for Occupational Injuries and Diseases Act (COIDA).
- f) Bidders who fail to attend the compulsory online briefing session will not be considered.
- g) Bidders who fail to attend the compulsory physical site visit will not be considered.
- h) Bidders who fail to indicate lead time in Annexure C- Pricing Schedule will not be considered.
- i) Proposals submitted via cloud solutions such as: WeTransfer, Google Drive, Dropbox, etc. will not be considered.
- j) Bidders that fail to meet the specification requirements will not be considered.
- k) Bidder that did not submit mandatory returnable documents as listed on Table 2, Clause 6.1 Mandatory Returnable Documents will not be considered.

### 7.2 Preferential Points System Evaluation Criteria

Suppliers will be selected based on the 80/20 preference point system as stipulated in **Annexure E: Preference Points Award Form.**

## 8 SUBMISSION REQUIREMENTS

**8.1** All quotations must be submitted electronically to [tender@csir.co.za](mailto:tender@csir.co.za)

**8.2** Respondents must use the RFQ number and RFQ Description as the subject reference number when submitting their bids.

**8.3** The email and file sizes must not exceed a total of 25MB per email.

- 8.4** Documents submitted via cloud solutions such as: WeTransfer, Google Drive, Dropbox, etc. will not be considered.
- 8.5** The naming / labelling syntax of files or documents must be short and simple.

## **9 MEDIUM OF COMMUNICATION**

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

## **10 CORRECTNESS OF RESPONSES**

- 10.1** The bidder must confirm satisfaction regarding the correctness and validity of their proposal and that all prices and rates quoted cover all the work/items specified in the RFQ. The prices and rates quoted must cover all obligations under any resulting contract.
- 10.2** The bidder accepts that any mistakes regarding prices and calculations will be at their own risk.

## **11 VERIFICATION OF DOCUMENTS**

- 11.1** Bidders should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by the CSIR in regard to anything arising.
- 11.2** Pricing schedule and specific goals credentials should be submitted with the RFQ response.

## **12 PREPARATION COSTS**

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.

## **13 OTHER TERMS AND CONDITIONS**

- 13.1** No bidder shall under any circumstances offer, promise or make any gift, payment, loan, reward, inducement, benefit or other advantage, which may be construed as being made to solicit any favour, to any CSIR employee or its representatives. Such an act shall constitute

a material breach of the Agreement and the CSIR shall be entitled to terminate the Agreement forthwith, without prejudice to any of its rights.

- 13.2** Bidders shall not assume that information and/or documents supplied to CSIR, at any time prior to this request, are still available to CSIR, and shall consequently not make any reference to such information document in its response to this request.
- 13.3** Changes by a bidder to its submission will not be considered after the closing date and time.
- 13.4** Bidders confirm that by submitting a tender, they confirm that they are satisfied with regards to the correctness and validity of their quotation; that the price(s) and rate(s) quoted cover all the services specified in the quotation documents; that the price(s) and rate(s) cover all their obligations and they accept that any mistakes regarding price(s) and rate(s) and calculations will be at their own risk.
- 13.5** Bidders further confirm that by submitting a tender, they accept to take accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on them under this RFQ as the principal liable for the due fulfilment of this RFQ process.
- 13.6** No goods and/or services shall be delivered to the CSIR without an official CSIR Purchase order. CSIR purchase order number must be quoted on the invoice. Invoices without CSIR purchase order numbers will be returned to the supplier.

#### **14 SPECIAL CONDITIONS**

The CSIR reserves the right to

- Extend the closing date of this RFQ;
- Correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process;
- Verify any information contained in the bidder's submission;
- Request documentary proof regarding the bidder's submission;
- Carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the product/service offered by the bidder(s) or verify any information whether before or after the adjudication of this RFQ;

- 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);
- Award this RFQ as a whole or in part;
- Award this RFQ to multiple bidders;
- 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.

## 15 CONFIDENTIALITY

Some of the information contained in the Tender Documents may be of a confidential nature and must only be used for purposes of responding to this RFQ. This confidentiality clause extends to bidder partners whom the bidder may decide to involve in preparing a response to this RFQ. Bidders must complete and sign **ANNEXURE F: Non- Disclosure Agreement**.

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

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

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

**16 PROTECTION OF PERSONAL INFORMATION**

- 16.1** 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 Client further agrees to comply with all CSIR’s reasonable internal governance requirements pertaining to data protection.
- 16.2** 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).
- 16.3** The Client consents to the transfer of such information to CSIR’s business contacts outside South Africa in order to further its business interests.
- 16.4** 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.
- 16.5** 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.
- 16.6** Where relevant, the Client shall procure that all of its personnel, agents, representatives, contractors, sub-contractors and mandataries shall comply with the provisions of this clause 16 (Personal Information). The CSIR shall be entitled, on reasonable notice, to conduct an inspection or audit of the Client’s compliance with the requisite POPI Act safeguards.

**17 INDEMNITY**

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.

## **18 LIMITATION OF LIABILITY**

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.

## **19 MISREPRESENTATIONS DURING THE LIFECYCLE OF THE CONTRACT**

- 19.1** 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.
- 19.2** 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.

## **20 DISCLAIMER**

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

## 21 NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

- 21.1** Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database. Registrations can be completed online at: [www.csd.gov.za](http://www.csd.gov.za);
- 21.2** Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

## 22 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:

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

## 23 CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB)

### 23.1 Minimum Contract Skills Development Goal (CSDG)

- The contractor shall achieve in the performance of the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No. 48495 of 28 April 2023.

### 23.2 Tender Data

- The conditions of tender are the Standard Conditions of Tender as contained in Annexure C of Board Notice 423 of 2019 in Government Gazette No. 42622 of 08 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (See [www.cidb.org.za](http://www.cidb.org.za)) which are reproduced without amendment or alteration for the convenience of tenderers as an Annexure to this Tender Data.
- The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

23.2.1 Only those tenderers who are registered with the CIDB or are capable of being so prior to the closing date and time of this RFP submission, with a grading of **1GB or higher class of General Building work**, will be considered.

23.2.2 Joint ventures are eligible to submit proposals provided that:

- Every member of the joint venture is registered with the **CIDB**;
- The lead partner has a contractor grading designation in the **1GB or higher class** of Fire prevention and Protective systems work, or not lower than one level below the required grading designation in the class of mechanical engineering works under consideration and possess the required recognition status;
- The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to **1GB or higher class** of Fire prevention and Protective systems work.

## Annexure A Technical Specifications

## Annexure B Standard Bidding Document (SBD) 1

### PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CSIR					
BID NUMBER:	RFQ 6670/09/03/2026	CLOSING DATE:	09 March 2026	CLOSING TIME:	16h30
DESCRIPTION	Request for Quotation (RFQ) for the for the Supply and installation of a high-load raised access floor system and associated components in Room 27, and the strengthening of the existing raised access floor in the main data centre at the Centre of High-Performance Computing (CHPC) at the Rosebank campus, Cape Town.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
All tender submissions must be submitted electronically to <a href="mailto:tender@csir.co.za">tender@csir.co.za</a> . Should tender file					
size exceed 25MB, bidders submit tender in multiple emails. Use the tender number <b>6670/09/03/2026</b> 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	<a href="mailto:tender@csir.co.za">tender@csir.co.za</a>	E-MAIL ADDRESS		<a href="mailto:tender@csir.co.za">tender@csir.co.za</a>	
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 SYSTEMS		<b>OR</b>	CENTRAL SUPPLIER DATABASE	

<b>1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
--	--	---	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES
<input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<b>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.</b>	

**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. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b> 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. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
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 C Pricing Schedule

RFQ No. 6670/09/03/2026

Item No	Description	Unit	Price (VAT Excl)	Total Price (VAT Excl)
1.	Building 2, Ground floor, Room 27 New raised flooring as per specification	25 m <sup>2</sup>		
2.	Building 2, Ground Floor, Room 29 Building 2, Ground Floor Room 17	156 <sup>2</sup>		
3.	Main data centre Reinforce both rooms' existing raised floor as per the specification	85m <sup>2</sup>		
4.	Safety file	each		
	Total Price (VAT Excl)			
	Contingency (10%)			
	VAT (15%)			
	Trade Discount			
	Total Price (VAT Incl)			
	Settlement Discount			

### Definition of discounts

A **settlement discount** is where a business offers the CSIR a discount when an invoice is paid on time or within 45 days from receipt of the statement.

A **trade discount** is defined as a type of discount that is cut from the retail or proposal price of an item. The discount is immediately deducted from the proposal price.

### Bidder must indicate lead time in days from date of receiving CSIR Purchase Order

Phase	Lead time in Days
Phase 1 – Room 27	
Phase 2 – Main Datacentre	

**Annexure D  
Standard Bidding Document (SBD) 4**

**RFQ No. 6670/09/03/2026**

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? YES  / NO

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

Full Name	Identity Number	Name of institution	State

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

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

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

**RFQ no. 6670/09/03/2026**

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

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

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).
- 1.2 Points for this bid shall be awarded for:
- (a) Price; and
  - (b) Preference Points based on specific goals.
- 1.3 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>Preference Points</b>	<b>20</b>
<b>Total points for Price and Preference Points must not exceed</b>	<b>100</b>

- 1.4 Failure on the part of a bidder to submit proof of preference points together with the bid, will be interpreted to mean that preference points are not claimed.
- 1.5 The CSIR reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the CSIR.

**2. POINTS AWARDED FOR PRICE**

**2.1 THE 80/20 PREFERENCE POINT SYSTEMS**

A maximum of 80 or 90 points is allocated for price on the following basis:

**80/20**

or

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

### 3. POINTS AWARDED FOR SPECIFIC GOALS

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

3.2 Specific goals must be determined per each tender.

Specific Goals	Preference Points
	80/20
Black Ownership	20
<b>Total</b>	<b>20</b>

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

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

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

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

### 4. BID DECLARATION

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

Mandatory documents to claim preference points	Submitted		
	Yes √	No √	N/A √
CIPC Register Documents ( <i>Updated</i> )			
Valid copy of BBBEE certificate and score card.			
Certified copy of Directors' identity documents			
Medical reports ( <i>for Disability Ownership</i> )			
Consolidated B-BBEE scorecard or each party in their individual capacity submit a BEE Certificate in case of Joint Ventures and/or subcontracting agreement			
Sworn affidavit in case of EMEs and QSEs.			

**DECLARATION WITH REGARD TO COMPANY/FIRM**

Name of company/firm:.....

VAT registration number:.....

Company registration number:.....

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 3 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 3, the contractor may be required to furnish further documentary proof to the satisfaction of the CSIR that the awarded are correct;
- iv) If any document is obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the CSIR may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.
- v) If the CSIR is of the view that a tenderer submitted false information regarding a specific goal, it must—
  - (a) inform the tenderer accordingly; and
  - (b) give the tenderer an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part.

- vi) After considering the representations referred to in subregulation (v)(b), the CSIR may, if it concludes that such information is false—
  - (a) disqualify the tenderer or terminate the contract in whole or in part; and
  - (b) if applicable, claim damages from the tenderer

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS: .....</p> <p>.....</p> <p>.....</p>
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# Annexure F

## Mutual Non-Disclosure Agreement

RFQ no. 6670/09/03/2026

### 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 herein";

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 F  
Mutual Non-Disclosure Agreement**

**RFQ No. 6670/09/03/2026**

**ANNEXURE G: MUTUAL NDA**

**1 Parties to the NDA**

**THE CSIR**, a statutory council, duly established under Act 46 of 1988 through its Operating Unit of ..... herein represented by ..... in his/her capacity as Executive Director and he/ she being duly authorised thereto;

**and**

.....  
.....  
....., registration number ..... a  
....., 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.

**2 Contact Details for Purposes of Clause 10:**

**2.1 The CSIR**

Physical Address:

Meiring Naude Road

Brummeria

Pretoria

0002

FOR ATTENTION: .....

Postal Address:

PO BOX 395

Pretoria

0001

FOR ATTENTION: .....

Telefax Communication:

FOR ATTENTION: .....

.....

Physical Address:

FOR ATTENTION: .....

Postal Address:

FOR ATTENTION: .....

Telefax Communication:

FOR ATTENTION: .....

**3 Effective Date:** ..... **...**

**4 THE FIELD**..... **...**

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

- 1. ....
- 2. ....
- .....

FOR THE

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

- 1. ....
- 2. ....
- .....

FOR XXXX