

## Expression of Interest (EOI)

**The Provision of Pavement Engineering and Transport Systems and Operations Experts, Specialists and Consultants to the CSIR for as-and-when required basis over a five (5) year period.**

### EOI No. 8086/24/01/2024

Date of Issue	Thursday, 14 December 2023	
Enquiries	Strategic Procurement Unit	E-mail: <a href="mailto:tender@csir.co.za">tender@csir.co.za</a>
	Please use EOI No and EOI Description as subject reference	
Last date for submission of enquiries/clarifications	Monday, 15 January 2024 at 16H30	
Electronical Submission	<a href="mailto:tender@csir.co.za">tender@csir.co.za</a> (If tenders exceed 25MB multiple emails should be sent)	
CSIR business hours	08h00 – 16h30	
Category	Professional Services	
Closing Date and Time	Wednesday, 24 January 2024 at 16H30	

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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.

The reason for this EOI being issued to the market is to enable CSIR to determine the availability of suitable Pavement Engineering and Transport Systems and Operations Experts, Specialists and Consultants to be used for as-and-when required basis over a five (5) year period.

#### 2 BACKGROUND

The Smart Mobility Cluster is a CSIR Cluster within the Smart Society Division of the CSIR. The Smart Mobility Cluster has prioritised the development and implementation of practical, innovative, economic, and sustainable road infrastructure engineering systems as well as technological solutions that enable and support efficient and effective end-to-end logistics (people and goods) to enhance socio-economic development, asset preservation and industry competitiveness. These initiatives are conducted across the value chain of road design, construction, maintenance, rehabilitation, and management, supporting 4IR, sustainability resilience, passenger transport, logistics, roads and bridges, and the circular economy, and are achieved through partnerships or co-investments with other role players in the private and public sectors, including State-owned-Entities.

Experts/specialists and consultants specialising in the fields above are hereby invited to submit an EOI to provide services to the CSIR on an **“as-and-when required”** basis for a period of five (5) years with relevant experience in the pavement engineering sectors for innovation, passenger transport, logistics, roads and bridges and research partnerships as well as provision of services specific to the areas outlined below:

### **Transport Infrastructure Engineering:**

- Road construction materials, inclusive of innovative and alternative materials
- Road/pavement design
- Road performance assessment and modelling
- Road construction
- Road maintenance
- Transportation geotechnics
- Hydraulic Engineering
- Climate adaptation: risk management and resilience optimisation of road network
- Institutional support to road authorities
- Human capital development, mentorship, and training

### **Transport Systems and Operations:**

- Smart application design for research surveys
- Innovative solutions to reduce transport costs and improve efficiency levels
- Transport Economics
- Transport Logistics and operations management
- Smart modelling tools to improve travel demand
- Public transport systems design
- Transport access to rural areas
- Road traffic safety research
- Cost estimates for road accidents
- Technology training in the public transport industry
- Developing smart tools and techniques for improved life-cycle i.e. roads and bridges
- Systems development geared to prioritize scheduled and non-scheduled infrastructure
- Design smart and innovative methods for heavy vehicles to reduce impact of road life-span.

## 4IR in Mobility

- Transport Safety and Safety Lab
- Digitalization of networks and operations
- Legal aspects of IR and reform of transport legislation.

Interested parties submitting an EOI may express interest for any number of areas mentioned above in a single submission. Nothing herein obliges the CSIR to award contracts for any or all the areas outlined above or to furnish reasons for doing so.

It is expected that once successful service providers are approved and registered on the CSIR supplier database, following the CSIR approved evaluation process based on the evaluation criteria set in Section 7 (evaluation process and criteria), they will be given a fair opportunity to bid for future work following the CSIR procurement policy.

### 3 SUBMISSION OF PROPOSALS

3.1 All proposals are to be submitted electronically to [tender@csir.co.za](mailto:tender@csir.co.za). No late proposals will be accepted. If tenders exceed 25MB, multiple emails should be sent.

3.2 All proposals will only be considered if received by the CSIR before the closing date and time (***as indicated on the cover page***). The CSIR business hours are between **08h00** and **16h30**.

3.3 All emailed proposal submissions are to be clearly referenced in the subject line with the **EOI number and EOI Description**. Proposals must consist of two parts, each of which must be sent in two separate emails with the following subject:

**PART 1: Technical Proposal (Please indicated the EOI Number on each Files/folder)**

**PART 2: Specific Goals claim documentation: EOI No.: (Please indicated the EOI Number on each Files/folder)**

3.4 Proposals submitted by companies must be signed by a person or persons duly authorised.

3.5 Proposals submitted to the incorrect e-mail address will not be accepted for consideration.

- 3.6 Proposals received after the closing date and time, at the address indicated in the proposal documents, will not be accepted for consideration.
- 3.7 All dates and times in this EOI are South African standard time.
- 3.8 Any time or date in this EOI subject to change at the CSIR's discretion. The establishment of a time or date in this proposal does not create an obligation on the part of the CSIR to take any action or create any right in any way for any respondent to demand that any action be taken on the date established. The respondent accepts that, if the CSIR extends the deadline for proposal submission (the Closing Date) for any reason, the requirements of this proposal otherwise apply equally to the extended deadline.
- 3.9 Documents submitted via cloud solutions such as: WeTransfer, Google Drive, Dropbox, etc. will not be considered.
- 3.10 The naming / labelling syntax of files or documents must be short and simple.
- 3.11 The CSIR will award the contract to qualified tenderer(s) whose proposal is determined to be the most advantageous to the CSIR, taking into consideration the technical (functional) solution, price and specific goals.

#### **4 COUNTER CONDITIONS**

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

#### **5 FRONTING**

- 5.1 Government supports the spirit of broad based black economic empowerment and recognizes 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.
- 5.2 The Government, in ensuring that Respondents 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 proposal 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 Respondent / 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 EOI and may also result in the restriction of the respondent 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 Respondent concerned.

## **6 APPOINTMENT OF SERVICE PROVIDER**

- 6.1 The contract will be awarded to tenderers who scores the highest total number of points during the evaluation process, except where the law permits otherwise.
- 6.2 Appointment as successful service providers shall be subject to the parties agreeing to mutually acceptable contractual terms and conditions. In the event of the parties failing to reach such agreement, CSIR reserves the right to appoint an alternative supplier.
- 6.3 Awarding of contracts will be published on the same platform where the EOI was published, and no regret letters will be sent to unsuccessful respondents.

## **7 SERVICE LEVEL AGREEMENT**

- 7.1 Upon award the CSIR and the successful respondent will conclude a Service Level Agreement in line with applicable form of contract ( i.e. [Draft Supplier Agreement](#)) regulating the specific terms and conditions applicable to the services being procured by the CSIR, more or less in the format of the draft Service Level Indicators .
- 7.2 Respondent(s) are requested to:
  - a. Comment on draft Service Level Indicators and where necessary, make proposals to address the indicators;
  - b. Explain each comment and/or amendment; and
  - c. Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.



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

## **8 ENQUIRIES AND CONTACT WITH THE CSIR**

Any enquiry regarding this EOI shall be submitted in writing to CSIR to the email and format outlined in the table on cover page of this EOI document.

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.

## **9 MEDIUM OF COMMUNICATION**

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

## **10 CORRECTNESS OF RESPONSES**

- 10.1 The tenderer 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 EOI. The prices and rates quoted must cover all obligations under any resulting contract.
- 10.2 The tenderer accepts that any mistakes regarding prices and calculations will be at their own risk.

## **11 VERIFICATION OF DOCUMENTS**

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

## **12 RESPONSIBILITY FOR SUB-CONTRACTORS AND RESPONDENT'S PERSONNEL**

A respondent 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 proposal. If the CSIR EOI No.: 8086/24/01/2024

CSIR allows a respondent to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the respondent and the CSIR will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

### **13 ADDITIONAL TERMS AND CONDITIONS**

- 13.1 A respondent 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.
- 13.2 Copies of any affiliations, memberships and/or accreditations that support your submission must be included in the tender.
- 13.3 In case of proposal from a joint venture, the following must be submitted together with the proposal:
- Joint venture Agreement including split of work signed by both parties;
  - The Tax Compliance Status (TCS) of each joint venture member;
  - Proof of ownership/shareholder certificates/copies; and
  - Company registration certificate.
- 13.4 An omission to disclose material information, a factual inaccuracy, and/or a misrepresentation of fact may result in the disqualification of a proposal, or cancellation of any subsequent contract.
- 13.5 Failure to comply with any of the terms and conditions as set out in this document will invalidate the Proposal.

### **14 SPECIAL CONDITIONS**

The CSIR reserves the right to:

- 14.1 Extend the closing date of this EOI;
- 14.2 Correct any mistakes at any stage of the process that may have been in the EOI documents or occurred at any stage of the evaluation process;
- 14.3 Verify any information contained in the respondent's submission;
- 14.4 Request documentary proof regarding the respondent's submission;

- 14.5 Carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the product/service offered by the respondent(s) or verify any information whether before or after the adjudication of this EOI;
- 14.6 Award this tender to a respondent 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);
- 14.7 Award this EOI as a whole or in part;
- 14.8 Award this EOI to multiple respondents;
- 14.9 Cancel and/or terminate the process at any stage, including after the Closing Date and/or after presentations have been made, and/or after proposals have been evaluated and/or after the preferred supplier(s) have been notified of their status as such.

## **15 CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

- 15.1 The CSIR reserves its right to disqualify any respondent who either itself or any of whose members (save for such members who hold a minority interest in the respondent 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 respondent 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 respondent in respect of the subject matter of this proposal;
  - b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
  - c. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
  - d. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;

- e. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- f. has in the past engaged in any matter referred to above; or
- g. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether a prison term was imposed and despite such respondent, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

## **16 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT**

16.1 The respondent should note that the terms of its proposal will be incorporated in the proposed contract by reference and that the CSIR relies upon the respondent's proposal; as a material representation in making an award to a successful supplier and in concluding an agreement with the respondent.

16.2 It follows therefore that misrepresentations in a EOI may give rise to service termination and a claim by the CSIR against the respondent notwithstanding the conclusion of the Service Level Agreement between the CSIR and the respondent for the provision of the Service in question. In the event of a conflict between the respondent's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

## **17 PREPARATION COSTS AND LIMITATION OF LIABILITY**

The Respondent will bear all its costs in preparing, submitting, and presenting any response to this proposal and all other costs incurred by it throughout the process. Furthermore, no statement in this proposal 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 respondent(s) in the preparation of their response to this EOI.

A respondent participates in this EOI process entirely at its own risk and cost. The CSIR shall not be liable to compensate a respondent on any grounds whatsoever for any costs

incurred or any damages suffered because of the Respondent's participation in this EOI process.

## **18 INDEMNITY**

If a respondent breaches the conditions of this EOI 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 EOI process and/or enforcement of intellectual property rights or confidentiality obligations), then the respondent 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**

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**

No tender shall be awarded to a respondent who is not tax compliant. The CSIR reserves the right to withdraw an award made, or cancel a contract concluded with a successful respondent if it is established that such respondent 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 respondent if such respondent does not remain tax compliant for the full term of the contract.

## **21 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**

No tender shall be awarded to a respondent 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

Respondent should it be established, at any time, that a respondent has been blacklisted with National Treasury by another government institution.

## **22 GOVERNING LAW**

South African law governs this EOI and the EOI response process. The respondent 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 EOI, the EOI itself and all processes associated with the EOI.

## **23 CONFIDENTIALITY**

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

No part of the EOI 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 EOI 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 EOI process and thereafter, respondent(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 EOI relates; or (ii) the process which follows this EOI. Failure to adhere to this requirement may result in disqualification from the EOI process and civil action.

## **24 AVAILABILITY OF FUNDS**

Should funds no longer be available to pay for the execution of the responsibilities of this EOI, the CSIR may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful respondent who shall immediately make arrangements to stop the performance of the services and minimize further

expenditure: Provided that the successful supplier 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 tenderer 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 while conducting business with each other, each Party intends to maintain and process personal information about the other Party in an internal database. By signing this Contract, each Party consents to the maintenance and processing of such personal information.

Where relevant, the tenderer shall procure that all 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 tenderers compliance with the requisite POPI Act safeguards.

**26      DISCLAIMER**

This EOI is an Expression of Interest 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, tenderers 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 tenderer concerning the EOI, whether regarding its accuracy, completeness or otherwise and the CSIR shall have no liability towards the tenderer or any other party in connection therewith.



## SECTION B

### EVALUATION METHODOLOGY

#### 27 EVALUATION CRITERIA

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

<b>Elimination Criteria (Phase 1)</b>	<b>Technical Evaluation Criteria (Phase 2)</b>
Only respondents that comply with ALL the criteria set on paragraph 27.1 on <b>Phase 1</b> below will proceed to Technical/Functional Evaluation (Phase 2).	Respondent(s) are required to achieve a predetermined minimum threshold on each of the individual criteria, and a predetermined minimum threshold on 100 points overall. Only respondent (s) who met and/or exceeded the minimum threshold points on <b>Phase 2</b> below will proceed to Specific Goals Evaluation (Phase 3)

##### 27.1 Elimination Criteria (Phase 1)

Proposals will be eliminated under the following conditions:

- Respondents that submit late EOIs will not be considered.
- Respondent that submit to the incorrect email address will not be considered (Only electronic submission to [tender@csir.co.za](mailto:tender@csir.co.za) would be considered).
- Respondent that are listed on the National Treasury's database of restricted suppliers will not be considered.
- Respondents that are registered on the National Treasury's Register of Tender Defaulters will not be considered.
- Respondent that did not submit mandatory returnable documents as **Annexure E: Proposal Form and List of Returnable Documents**.

##### 27.2 Technical Evaluation Criteria (Phase 2)

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

No	ELEMENT	WEIGHT
1	Ability and general approach for provision of capacity building and mentorship to industry sector and CSIR staff	20
2	Staffing (Organogram with institutional setup)	5
3	Staff experience in pavement engineering and transport systems operations	25
4	Qualifications	10
5	Previous experience on projects of a similar nature in selected area(s)	30
6	Quality control standards	5
7	Risk management	5
<b>TOTAL (%)</b>		<b>100</b>

Proposals with functionality / technical points of less than the pre-determined minimum overall percentage of **75%** will be eliminated from further evaluation on Preference Points Evaluation.

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

The Respondent shall prepare for a possible presentation should the CSIR require such and the Respondent shall be notified thereof no later than four (4) days before the actual presentation date. As part of due diligence, the CSIR may also request to visit the respondent's site/facilities to view the equipment and other resources or conduct a site visit at a client of the respondent (reference) for validation of the services rendered. The choice of site will be at CSIR's sole discretion.

### 27.3 Preference Points Evaluation (Phase 3)

Only Respondents that have met meet minimum thresholds on Technical/functional Evaluation will be evaluated for preference points. Preference Points will be evaluated as per **Annexure F: Preference Points Award Form**.

## 28 OBJECTIVE CRITERIA

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

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

## **29 NATIONAL TREASURY CENTRAL SUPPLIER DATABASE 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 respondent it will be required from the winning respondent to:

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

## Annexure A

### Standard Bidding Document (SBD) 1

#### PART A: INVITATION TO EOI

<b>YOU ARE HEREBY INVITED TO EOI FOR REQUIREMENTS OF THE CSIR</b>					
EOI NUMBER:	EOI 8086/24/01/2024	CLOSING DATE:	24/01/2024	CLOSING TIME:	16:30
DESCRIPTION	The Provision of Pavement Engineering and Transport Systems and Operations Experts, Specialists and Consultants to the CSIR for as-and-when required basis over a five (5) year period				
<b>EOI RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE EOI BOX SITUATED AT (STREET ADDRESS)</b>					
The CSIR requires that all tender submissions be submitted electronically to <a href="mailto:tender@csir.co.za">tender@csir.co.za</a> . Should tender file size exceed 25MB, respondents submit tender in multiple emails. Use the Eoi number <b>8086/24/01/2024</b> and description of the tender as the subject on your email.					
<b>EOIDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Thabelo Mutshinyalo		CONTACT PERSON	Dingaan Masango	
TELEPHONE NUMBER	N/A		TELEPHONE NUMBER	N/A	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
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>	
<b>SUPPLIER INFORMATION</b>					
NAME OF RESPONDENT					
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:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
<b>1</b> ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		<b>2</b> ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO EOIDING FOREIGN SUPPLIERS</b>					
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?  YES  NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

**PART B: TERMS AND CONDITIONS FOR EOI**

**1. EOI SUBMISSION:**

- 1.1. EOIS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE EOIS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL EOIS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE EOI DOCUMENT.**
- 1.3. THIS EOI 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 RESPONDENT WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 RESPONDENTS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 RESPONDENTS 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 RESPONDENTS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE EOI.
- 2.5 IN EOIS 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 RESPONDENT IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO EOIS 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 EOI INVALID.**

SIGNATURE OF RESPONDENT: .....

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

DATE: .....

## Annexure B

### Technical Specification/Scope of Services for the provision of Pavement Engineering and Transport Systems and Operations Experts, Specialists and Consultants for as-and-when required basis over a five (5) year period to the CSIR

EOI No. 8086/24/01/2024

#### 1 INVITATION FOR PROPOSAL

Proposals are hereby invited for the Provision of Pavement Engineering and Transport Systems and Operations Experts, Specialists and Consultants to the CSIR for as-and-when required basis over a five (5) year period.

The purpose of the Expression of Interest (EOI) is to obtain capability, pricing, 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 respondent required by the CSIR.

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

Responses to this Expression of Interest (EOI) (hereinafter referred to as a EOI or a Proposal) are requested from suitably qualified entities (hereinafter referred to as a Respondent or Respondent) for the provision of Pavement Engineering Experts, Specialists and Consultants to the CSIR for as-and-when required basis over a five (5) year period.

#### 2 PROPOSAL REQUIREMENTS

All proposals are to be submitted in a format specified in this enquiry (if applicable). However, tenderers are welcome to submit additional / alternative proposals over and above the originally specified format.

##### 2.1 Technical Proposal

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

- a. Company profile.

b. Detailed Technical Proposal

### 3 PROPOSAL SPECIFICATION

#### 3.1 Scope of Work

Interested parties should submit the following documents as part of this EoI and the CSIR reserves the right to approach the relevant authorities to verify the documents submitted:

Essential documents and certifications:

- Valid B-BBEE Certificate issued by an accredited verification agency and bearing a SANAS logo, dti issued sworn affidavit or CIPC issued B-BBEE certificate
- Full CVs of key staff, including hourly rates, Including or excluding VAT where applicable
- Proof of qualifications
- Brief proposal(s) on area(s) of interest
- Examples of experience (previous projects), and project references
- Organogram (please state clearly if sole proprietor)
- Registration with professional bodies (if available)

3. Company profile incorporating (where applicable/relevant):

- Company background information, including detailed examples of past and current research or engineering projects or technological products in the areas below:

#### **Transport Infrastructure Engineering:**

- Expertise in road construction materials, inclusive of innovative and alternative materials
- Expertise in road/pavement design
- Expertise in road performance assessments and modelling
- Expertise in road construction, inclusive of quality control and quality assurance
- Expertise in road maintenance
- Expertise in transportation geotechnics
- Hydraulics Engineering
- Expertise in climate adaptation: risk management and resilience optimisation of road network
- Experience in institutional support to road authorities
- Experience in human capital development, mentorship and training
- Excellent writing skills with experience in detailed report writing and MS Office

## **Transport Systems and Operations:**

- Smart application design for research surveys
- Innovative solutions to reduce transport costs and improve efficiency levels
- Smart modelling tools to improve travel demand
- Public transport systems design
- Transport Economics
- Logistics and operations management
- Transport access to rural areas
- Road traffic safety research
- Cost estimates for road accidents
- Technology training in the public transport industry
- Developing smart tools and techniques for improved life-cycle i.e. roads and bridges
- Developing innovative self-regulation mechanisms to encourage safety management
- Systems development geared to prioritize scheduled and non-scheduled infrastructure
- Design smart and innovative methods for heavy vehicles to reduce impact of road life-span.

### **4IR in Mobility**

- Transport Safety and Safety Lab
- Digitalization of networks and operations
- Legal aspects of IR and reform of transport legislation.

Approach with respect to quality control, quality assurance and risk management, and compliance certificates (if available).

## **4 APPOINTMENT OF EXPERTS AND SPECIALISTS**

Appointment as a successful expert or specialist shall be subject to the parties agreeing to mutually acceptable contractual terms and conditions. In the event of the parties failing to reach such agreement within a mutually agreed date after provisional appointment date, CSIR reserves the right to appoint, or not appoint, the expert or specialist who was rated second, and so on.

It is expected that the short-listed experts and specialists will be approved for a period of five years.

The services will be used as and when required, and the level of involvement will vary over time depending on the stage of each project. Payment will be based on the actual time spent



on a specific project and the actual running expenses incurred. For each task order, a specific contractual agreement will be entered into, in which for example rates and costs will be stipulated and agreed upon.

## Annexure C

### Technical Evaluation Matrix/Rubrics

**The Provision of Pavement Engineering Experts, Specialists and Consultants as-and-when required basis over a five (5) year period to the CSIR**

**EOI No. 8086/24/01/2024**

#### Scoring sheet to be used to evaluate functionality.

Description of Quality criteria	Weight	Score 0	Score 5	Score 8	Score 10
Ability and general approach for provision of capacity building and mentorship to industry sector and CSIR staff	20	No information	Basic information provided	Advanced, based on documented evidence	Proficient, based on documented evidence
Staffing (Organogram with institutional setup)	5	No information	Basic organogram	Full organogram	Full Staffing submitted, indicating all staff, with roles/positions/ functions
Staff experience in pavement engineering and transport systems operations (supported by evidence on previous projects)	25	No experience	≤ 8 years' experience	≤ 15 years' experience	More than 15 years' experience
Qualifications	10	None	Bachelor's degree	Masters' degree	PhD
Previous experience on projects/initiatives of a similar nature in selected area(s)	30	No list of previous projects in selected area(s) has been provided	A list of 1 – 5 previous projects in selected area(s) has been provided	A list of 6 – 9 previous projects in selected area(s) has been provided	A list of more than 10 previous projects in selected area(s) has been provided
Quality control standards	5	No documented evidence provided	Basic documented evidence provided on quality requirements	Examples of quality control plans submitted or registration with professional bodies	Compliance certificates and registration with professional bodies
Risk management	5	No information	Company Risk policy statement	Risk plan given (could be generic)	Risk management plan submitted
<b>Total Evaluation Points</b>	<b>100</b>				

**Annexure D**

**Proposal Form and List of Returnable Documents**

**The Provision of Pavement Engineering and Transport Systems and Operations Experts,  
Specialists and Consultants as-and-when required basis over a five (5) year period to the  
CSIR**

**EOI No. 8086/24/01/2024**

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 respondent(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  
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 the letter 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 120 [One hundred and twenty calendar Days from closing date] against this EOI.

Respondents are to note that they may be requested to extend the validity period of their EOI, 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 respondent(s), the validity of the successful respondent(s)' EOI 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)

---

---

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## RETURNABLE DOCUMENTS

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

### a) **Mandatory Returnable Documents**

**Failure to provide all Mandatory Returnable Documents at the closing date and time of this EOI will result in a Respondent's disqualification. Respondents 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:

<b>MANDATORY RETURNABLE DOCUMENTS</b>	<b>SUBMITTED [Yes/No]</b>
Certificate of Professional Membership i.e. ECSA, CILTSA	
In the case of Joint Ventures, bidder must submit a copy of the signed Joint Venture Agreement.	
In the case of subcontracting arrangements, bidder must submit a copy of the signed subcontracting agreement.	

### 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 all essential Returnable Documents used for purposes of scoring EOI, by the closing date and time of this EOI will not result in a Respondent's disqualification. However, Respondents will receive an automatic score of zero for the applicable evaluation criterion. Respondents 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
<p><b>Annexure F:</b> Preference Points Award Form in Terms of the Preferential Procurement Regulations 2022 (Mandatory documents to claim preference points)</p> <ul style="list-style-type: none"> <li>• Valid copy of BBEE certificate/ sworn affidavit <ul style="list-style-type: none"> <li>✓ In case of unincorporated trust, consortium or joint venture, they must submit their consolidated B-BBEE scorecard with their <b><u>individual B-BBEE Certificate or Sworn Affidavit</u></b>.</li> <li>✓ In case of sub-contracting both parties must submit copies of their valid BBEE certificates.</li> </ul> </li> </ul> <p>NB: Non-submission or invalid submission will result in zero points. Should the individual entity's B-BBEE Certificate or Sworn Affidavit of the unincorporated trust, consortium or joint venture parties <b><u>be invalid</u></b>, the joint venture scorecard will also be invalid.</p>	
Staffing (Organogram with institutional setup)	
Quality control standards	

**Other Essential Returnable Documents:**

**Failure to provide other essential Returnable Documents may result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these documents are returned with their Proposals.**

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

<u>OTHER ESSENTIAL RETURNABLE DOCUMENTS</u>	SUBMITTED [Yes/No]
<b>Annexure A:</b> Standard Bidding Document (SBD) 1 Form	
<b>Annexure E:</b> Certificate of Acquaintance with EOI, Terms & Conditions & Applicable Documents	
<b>Annexure G:</b> Standard Bidding Document (SBD) 4 Form	
<b>Annexure H:</b> EOI Declaration and Breach of Law Form	
<b>Annexure I:</b> Mutual Non-Disclosure Agreement	

**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 ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

\_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_



**Annexure E**

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

**The Provision of Pavement Engineering and Transport Systems and Operations Experts,  
Specialists and Consultants for as-and-when required basis over a five (5) year period to the  
CSIR  
EOI No. 8086/24/01/2024**

**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 Respondent 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 proposal. 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.

Respondents accept that an obligation rests on them to clarify any uncertainties regarding any EOI which they intend to respond on, before submitting the proposal. The Respondent 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 respondent understands that his/her proposal will be disqualified if the Certificate of Acquaintance with proposal 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 ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

\_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

## Annexure F

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

The Provision of Pavement Engineering Experts, Specialists and Consultants as-and-when required basis over a five (5) year period to the CSIR

EOI No. 8086/24/01/2024

This preference form must form part of all EOIs 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, RESPONDENTS 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 this EOI:

- 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 EOI shall be awarded for:

- (a) Price; and
- (b) Preference Points based on specific goals.

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

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

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

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

## 2. POINTS AWARDED FOR PRICE

### 2.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

### 3. PREFERENCE POINTS AWARDED

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 tender.

Specific Goals	Preference Points
Black Ownership	15%
Black Women Ownership	5%
<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%

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

Black Women Ownership	% of Preferential points
Tenderer with 100% black women ownership	100%
Tenderer with 30% to 99% black women ownership	50%
Tenderer with less than 30% black women ownership	0%

### 3.4. Joint Ventures, Consortiums and Trusts

A trust, consortium or joint venture<sup>1</sup>, will qualify for preference points as a legal entity (Incorporated), provided that the entity submits its valid B-BBEE certificate. Only valid BBEE certificates issued by SANAS accredited verification agency will be considered for allocation of points.

<sup>1</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.

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

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

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

**3.5. Sub-contracting**

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

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

**4. DECLARATION**

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

Mandatory documents to claim preference points	Submitted	
	Yes	No
Valid copy of BBEE certificate/ sworn affidavit to claim Black Ownership, and Black Women Ownership preference points <sup>2</sup>	√	√

<sup>2</sup> In case of unincorporated trust, consortium or joint venture, they must submit their consolidated B-BBEE scorecard with submitting their **individual B-BBEE Certificate or Sworn Affidavit**, and each party must submit a separate TCS PIN and CSD number.  
In case of sub-contracting both parties must submit copies of their valid BBEE certificates

## 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 EOI 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 respondent 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.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF RESPONDENT(S)

DATE: .....

ADDRESS.....



2.2 Do you, or any person connected with the respondent, 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 respondent 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 respondent 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>4</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 respondent, 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 respondent 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 respondent 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

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<sup>4</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.



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 EOI 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 respondent

## Annexure H

### DECLARATION BY TENDERER AND BREACH OF LAW FORM

**The Provision of Pavement Engineering and Transport Systems and Operations Experts, Specialists and Consultants as-and-when required basis over a five (5) year period to the CSIR**

**EOI No. 8086/24/01/2024**

**Only tenderers who completed the declaration below will be considered for evaluation.**

NAME OF ENTITY:

\_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

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;
2. we have received all information we deemed necessary for the completion of this Expression of Interest [**EOI**];
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 EOI Price.
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;
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 Respondents in responding to this EOI have been conducted in a fair and transparent manner; and
6. we have complied with all Obligations of the Respondent/Supplier as indicated in paragraph 3 of the CSIR Supplier Integrity which includes but is not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with CSIR;
7. 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 EOI.
8. 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.
9. If such a relationship as indicated in paragraph 6 and/or 7 exists, the Respondent is to complete the following section:

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

---

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Indicate nature of relationship with CSIR:

---

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

10. 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.
11. We accept that any dispute pertaining to this EOI 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.
12. 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**

13. 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:

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DATE OF BREACH: \_\_\_\_\_

Furthermore, I/we acknowledge that CSIR reserves the right to exclude any Respondent from the EOI 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 _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date	Registration No of Company/CC
Place	Registration Name of Company/CC

# Annexure I

## Mutual Non-Disclosure Agreement

Eol No. 8086/24/01/2024

### 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 I: 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. ....
- .....

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

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

FOR THE CSIR

FOR .....