

Expression of Interest (EOI)

Appointment of a panel of service providers for the provision of general, specialised and arms-related freight forwarding and customs clearance services to the CSIR for a period of two (2) years.

EOI No. 8096/14/04/2025

| | | |
|--|---|--|
| Date of Issue | Monday, 31 March 2025 | |
| Enquiries | Supply Chain Management | E-mail: tender@csir.co.za |
| | Please use EOI No and EOI Description as subject reference | |
| Non-compulsory briefing session | Non-compulsory briefing session Date and Time | Join the meeting now |
| | MS Teams Link to the non-compulsory briefing session | Friday, 04 April 2025 at 10:00 |
| Last date for submission of enquiries/clarifications | Monday, 07 April 2025 at 16:00 | |
| Electronic Submission | tender@csir.co.za (If tender submission exceeds 25MB multiple emails must be sent) | |
| CSIR business hours | 08H00 – 16H30 | |
| Category | Postage and Courier Services | |
| Closing Date and Time | Monday, 14 April 2025 at 16:30 | |
| Bid validity Date | 120 calendar days from the closing date of EOI | |

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SECTION A
GENERAL EOI TERMS AND CONDITIONS

1 INTRODUCTION

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

2 SUBMISSION OF PROPOSALS

- 2.1 All proposals are to be submitted electronically to tender@csir.co.za. No late proposals will be accepted.
- 2.2 All proposals will only be considered if received by the CSIR before the closing date and time (***as indicated on the cover page***).
- 2.3 All proposal submissions are to be clearly subject referenced with the **EOI number and EOI Description**. Proposals must consist of PART 1: Technical Proposal, which must be sent by email with the following subject:

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

- 2.4 Proposals submitted must be signed by a person or persons duly authorised.
- 2.5 Proposals submitted at incorrect location and/or address, will not be accepted for considerations.
- 2.6 Proposals received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration.
- 2.7 All dates and times in this bid are South African Standard Time.

- 2.8 Any time or date in this bid is subject to change at the CSIR's discretion. The establishment of a time or date in this bid does not create an obligation on the part of the CSIR to take any action or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if the CSIR extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.
- 2.9 Documents submitted via cloud solutions such as: WeTransfer, Google Drive, Dropbox, etc. will not be considered.
- 2.10 The naming / labelling syntax of files or documents must be short and simple.
- 2.11 The CSIR will award the contract to qualified bidder(s)' whose proposal is determined to be the most advantageous to the CSIR, taking into consideration the technical (functional) solution and objective criteria.

3 COUNTER CONDITIONS

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

4 FRONTING

- 4.1 Government supports the spirit of broad based black economic empowerment and 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.
- 4.2 The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the EOI evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry,

be established during such enquiry/investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the CSIR may have against the Bidder / contractor concerned.

5 APPOINTMENT OF SERVICE PROVIDER

- 5.1 The contract will be awarded to the bidder that score the highest and all the minimum criteria as set out in the EOI.
- 5.2 The CSIR reserves the right to appoint more than one bidder per freight forwarding and customs clearing category.
- 5.3 The appointed service providers will be required to have the following covers upon award of the contract:
 - Public Liability Cover of at least R5 million
 - Professional Indemnity Cover of at least R2 million.
- 5.4 Appointment as a successful service provider shall be subject to the parties agreeing to mutually acceptable contractual terms and conditions. In the event of the parties failing to reach such an agreement, CSIR reserves the right to appoint an alternative supplier.
- 5.5 Awarding of contracts will be published on the same platform where the bid was published, and no regret letters will be sent to unsuccessful bidders.

6 SERVICE LEVEL AGREEMENT

- 6.1 Upon award the CSIR and the successful bidder/s will conclude an agreement in line with the applicable form of contract (i.e. [Draft Supplier Agreement](#)) regulating the specific terms and conditions applicable to the services being procured by the CSIR, more or less in the format of the draft Service Level Agreement (Annexure J) included in this tender pack

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

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.

7 MEDIUM OF COMMUNICATION

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

8 CORRECTNESS OF RESPONSES

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

9 VERIFICATION OF DOCUMENTS

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

10 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

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

11 ADDITIONAL TERMS AND CONDITIONS

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

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

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

11.3.1 A joint venture agreement signed by both parties clearly indication the lead partner, including split of work.

- The Tax Compliance Status (TCS) or CSD Report of each joint venture partner.
- Proof of ownership/shareholder certificates/copies; and
- Company registration certificate/s.

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

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

12 SPECIAL CONDITIONS

The CSIR reserves the right to:

- 12.1 Extend the closing date of this EOI.
- 12.2 Correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 12.3 Verify any information contained in the bidder's submission.
- 12.4 Request documentary proof regarding the bidder's submission.
- 12.5 Carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the product/service offered by the bidder(s) or verify any information whether before or after the adjudication of this EOI.
- 12.6 Award this tender to a bidder that did not score the highest total number of points, only in accordance with Section 2(1)(f) of the PPPFA (Act 5 of 2000).
- 12.7 Request audited financial statements or other documents for the purpose of a due diligence exercise to determine if the bidder will be able to execute the contract.
- 12.8 Award this EOI as a whole or in part.
- 12.9 Award this EOI to multiple bidders.
- 12.10 Cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 12.11 Post tenders negotiate on any elements on the bid, including but not limited to technical, transformation, price, and contractual terms and conditions.
- 12.12 Not to award a contract to a bidder who is associated with a security breach that materially adversely affects other entities or if any directors or officers of a bidder are formally accused of fraudulent or illegal conduct which, would harm the CSIR's reputation by its continued association with the bidder.

13 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- 13.1 The CSIR reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares

listed on a recognised stock exchange), directors or members of senior management, whether in respect of CSIR or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid.
- 13.2 seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity.
- 13.3 makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity.
- b. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity.
 - c. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity.
 - d. has in the past engaged in any matter referred to above; or
- 13.4 has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

14 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 14.1 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.

- 14.2 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.

15 PREPARATION COSTS AND LIMITATION OF LIABILITY

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.

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.

16 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.

17 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.

18 TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. The CSIR reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award or has submitted a fraudulent Tax Clearance Certificate to the CSIR, or whose verification against the Central Supplier Database (CSD) proves non-compliant. The CSIR further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

19 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

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

20 GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

21 CONFIDENTIALITY

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

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

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

22 AVAILABILITY OF FUNDS

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

PERSONAL INFORMATION

- 22.1 Each Party consents to the other Party holding and processing "personal information" (as defined in the POPI Act) relating to it for legal, personnel, administrative and management purposes (including, if applicable, any "special personal information" relating to him/her, as defined in the POPI Act). Notwithstanding the generality of the aforesaid, each Party hereby

undertakes to comply with all relevant provisions of the POPI Act and any other applicable data protection laws. The bidder further agrees to comply with all CSIR's reasonable internal governance requirements pertaining to data protection.

22.2 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).

22.3 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.

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

Where relevant, the bidder shall procure that all of its personnel, agents, representatives, contractors, sub-contractors and mandataries shall comply with the provisions of this clause 30 (Personal Information). The CSIR shall be entitled on reasonable notice to conduct an inspection or audit bidders' compliance with the requisite POPI Act safeguards.

23 DISCLAIMER

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

SECTION B

EVALUATION METHODOLOGY

24 TERMS OF REFERENCE

This EOI is for the provision of general, specialised and arms-related freight forwarding and customs clearance services to the CSIR for a period of two (2) years. The service offering must include all requirements as set out in **Annexure D**.

25 EVALUATION CRITERIA

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

| Elimination Criteria (Phase 1) | Technical Evaluation Criteria (Phase 2) | Objective Criteria |
|---|--|---|
| Only bidders that comply with ALL the criteria set on paragraph 25.1 on Phase 1 below will proceed to Technical/Functional Evaluation (Phase 2). | Bidder(s) are required to achieve a predetermined minimum points threshold of 60% on each of the individual criteria, and a predetermined minimum threshold of 70% on 100 points overall. CSIR intends to appoint more than one bidder per freight forwarding and customs clearing category. | 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). |

25.1 Elimination Criteria (Phase 1)

Proposals will be eliminated under the following conditions:

- Bidder that submits late bids will not be considered.
- Bidder that submits to an incorrect location or email address will not be considered (Only electronic submission to tender@csir.co.za would be considered).
- Bidders that are listed on the NT database of restricted suppliers will not be considered.
- Bidders that are registered on the NT Register of Tender Defaulters will not be considered.

25.2 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 | Track Record and References | 20 |
| 2 | Local (South African) and Global Footprint and Capabilities | 15 |
| 3 | Standard Operational Reports | 10 |
| 4 | Standard Operating Procedure (SOP) for Sea/Air/Road | 10 |
| 5 | Company's Experience in the Freight, Forwarding and Customs Clearance | 15 |
| 6 | Contract management support | 30 |
| TOTAL (%) | | 100 |

Proposals with functionality / technical points of less than the pre-determined minimum overall percentage of **70%** and less than **60%** on each of the individual criteria will not be considered. CSIR intends to appoint more than one bidder per freight forwarding and customs clearing category.

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

26 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 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.

27 NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Business may not be

awarded to a Respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. In order to enable the CSIR to verify information on the CSD, Respondents are required to provide the unique registration reference number.

Before any negotiations will start with the winning bidder it will be required from the winning bidder to:

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

Annexure A

Standard Bidding Document (SBD) 1

PART A: INVITATION TO BID

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CSIR | | | | | |
|--|---|---------------|--|--|-------|
| BID NUMBER: | EOI No. 8096/14/04/2025 | CLOSING DATE: | 14 April 2025 | CLOSING TIME: | 16H30 |
| DESCRIPTION | Expression of Interest (EOI) for the Appointment of a panel of service providers for the provision of general, specialised and arms-related freight forwarding and customs clearance services to the CSIR for a period of two (2) years. | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| The CSIR requires that all tender submissions be submitted electronically to tender@csir.co.za . Should tender file size exceed 25MB, bidders submit tender in multiple emails. Use the tender number EOI No. 8096/14/04/2025 and description of the tender as the subject on your email. | | | | | |
| | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | | | CONTACT PERSON | | |
| TELEPHONE NUMBER | | | TELEPHONE NUMBER | | |
| FACSIMILE NUMBER | | | FACSIMILE NUMBER | | |
| E-MAIL ADDRESS | tender@csir.co.za | | E-MAIL ADDRESS | tender@csir.co.za | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | MAAA |

| | | | |
|--|--|--|--|
| 1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | 2 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] |
|--|--|--|--|

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

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

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

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

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

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Annexure B

Category Bidding Form

Expression of Interest (EOI) Appointment of a panel of service providers for the Provision of general, specialised and arms-related Freight Forwarding and Custom Clearance Services to the CSIR for a period of two (2) years.

EOI No. 8096/14/04/2025

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

| PLEASE SELECT BELOW WHICH CATEGORY YOU ARE BIDDING FOR | |
|--|--------------------------|
| Categories | Tick applicable |
| General goods | <input type="checkbox"/> |
| Hazardous and dangerous goods | <input type="checkbox"/> |
| Dual-use and military goods | <input type="checkbox"/> |
| Weapons of Mass Destruction | <input type="checkbox"/> |

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

A bidder will be disqualified under the following conditions:

- If the bidder does not provide proof of valid registration/ licence with the South Africa Revenue Services (customs) on all these services:
 - Import.
 - Export.
 - Clearing
- If the bidder does not provide proof of valid registration with the Directorate for Conventional Arms Control if bidding for dual-use and military goods.
- If the bidder does not provide proof of valid registration with the Council for the Non-Proliferation of Weapons of Mass Destruction if bidding for Weapons of Mass Destruction goods.
- If the bidder does not provide proof of valid registration with the South African Civil Aviation Authority if bidding for Dangerous and Hazardous goods.
- If the bidder does not provide proof of a Dangerous Goods Transport Permit if bidding for Dangerous and Hazardous goods

BIDDING COMPANY: _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

SIGNED at _____ on this _____ day of _____ 20____

SIGNED: _____

Name: _____

Designation: _____

Annexure C

Technical Specification/Scope of Services for Appointment of a panel of service providers for the provision of general, specialised and arms-related freight forwarding and customs clearance services to the CSIR for a period of two (2) years.

EOI No. 8096/14/04/2025

1. INTRODUCTION

The Council for Scientific and Industrial Research (CSIR) requires freight forwarding and customs clearance service provider/s to provide freight forwarding services, customs clearing services; the receipt, storage, handling, and transportation from the point of origin to the point of destination of the shipment; it also seeks to improve its current processes for providing these services to its end-user community throughout its locations. The selected Service Provider(s) will share in the mission and business objectives of the CSIR.

The Bidder shall provide full clearing and forwarding services “as and when” requested by the CSIR in its capacity as a certified clearing and forwarding company by South African Receiver of Revenue (SARS). The Bidder shall always follow the instructions given by the responsible CSIR representative, notwithstanding its obligation to advise on better conditions available in terms of tariffs and carriers. The Bidder shall provide services with the objective of avoiding storage, demurrage, and cargo being impounded by the states warehouse and always update CSIR on status of shipments under clearance. Copies of Shipment Documents shall be available to the CSIR without any delay for purposes of formalising tax payments. The submission should include in detail the proposed methodology and preliminary program of expected activities from submissions thereto. The panel of service providers will be for a fixed period of two (2) years.

2. EXPRESSION OF INTEREST

Proposals are hereby invited to appoint a panel of service providers for the provision of general, specialised and arms-related freight forwarding and customs clearance services to the CSIR for two (2) years.

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

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

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

Responses to this Expression of Interest (EOI) (hereinafter referred to as a Bid or a Proposal) are requested from suitably qualified entities (hereinafter referred to as a Respondent or Bidder) for the provision of general, specialised and arms-related freight forwarding and customs clearance services to the CSIR for a period of two (2) years.

Following the conclusion of this EOI process, CSIR intends to appoint more than one bidder per freight forwarding and customs clearing category. who scores the highest number of functional/technical evaluation points following the CSIR-approved evaluation process based on the evaluation criteria set out in section 24.2 above (evaluation criteria). The panel of service providers will form part of the panel to provide general, specialised and arms-related freight forwarding and customs clearance services for a period of two (2) years. The bidders will be registered on the CSIR supplier database as well as given a fair opportunity to bid for future work following the CSIR procurement policy.

3. PROPOSAL REQUIREMENTS

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

3.1. Technical Proposal

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

- a. Detailed Technical Proposal
- b. Proof of Track Record and References.
- c. Completed Local (South African) and Global Footprint table in section 4.2. Destinations and Incoterms and Footprint
- d. Examples of all the Standard Operational Reports listed in section 4.4 (b)- Reporting.
- e. Examples of all Standard Operating Procedures (SOP) for Sea/Air/Road (per mode of transportation) listed in section 4.5. Operating Procedures
- f. Bidder must submit a Company Profile and a Portfolio of services stating a minimum of five (5) years' experience in covering a similar scope of works. Bidder must include evidence of a minimum of three (3) projects/contracts in general cargo and/or specialised cargo and/or arms-related cargo and/or weapons of mass destruction cargo freight forwarding and customs clearance services rendered to separate clients. The evidence provided must include the contract value, contract duration, and start and completion date of the contract, preferably within the last five (5) years.
- g. Submit Curriculum Vitae (CV) for a key accounts manager.
- h. Submit proof of valid registration with the Directorate for Conventional Arms Control if bidding for dual-use and military goods.
- i. Submit proof of valid registration with the Council for the Non-Proliferation of Weapons of Mass Destruction if bidding for Weapons of Mass Destruction goods.
- j. Submit proof of valid registration with the South African Civil Aviation Authority if bidding for Dangerous and Hazardous goods.
- k. Submit proof of a Dangerous Goods Transport Permit if bidding for Dangerous and Hazardous goods.
- l. Valid Letter of Good Standing issued by the Compensation Commissioner or issued by a private assurer.
- m. In the case of Joint Ventures, the bidder must submit a copy of the signed Joint Venture Agreement.
- n. In the case of subcontracting arrangements, the bidder must submit a copy of the signed subcontracting agreement.

4. DETAILED SPECIFICATION OF THE SCOPE OF WORK

The service provider/s must submit a proposal for the provision of general, specialised and arms-related freight forwarding and customs clearance services to CSIR for a period of two (2) years where applicable. The general, specialised and arms-related freight forwarding and customs clearance service provider must have a minimum of 5 (five) years' experience servicing corporate clients. The services must include the "end to end" freight clearing and forwarding services (Successful service providers shall be required to provide an "end to end" service, from the country of origin to final destination, be it Sea/Air, Rail/Road, Import and/or Export Shipment, as shown in the diagram below).

Table 1. Activities for each stage in the value chain

| CARGO STAGES | ACTIVITIES |
|--|---|
| Original Equipment Manufacturer (OEM) / Source of Goods | <ul style="list-style-type: none"> • Provide documents conforming with the order/ sale. • Supply permits and licenses. • Loading, stuffing, lashing and clearing. |
| Transportation | <ul style="list-style-type: none"> • Air, Sea, Road, Rail and Load/Off Load including security. |
| Port of Departure | <ul style="list-style-type: none"> • Present documents conforming with the order/ sales, permits and licenses. • Loading, Port Handling and Storage. |
| Airline / Shipping Vessel | <ul style="list-style-type: none"> • Pick up/load, Data entry, Transit and Cargo Clearance. |
| Port of Destination | <ul style="list-style-type: none"> • Present documents conforming with the order/ sales, permits and licenses. • Clearing the cargo. • Off-loading, Port Handling and Storage. |
| Transportation | <ul style="list-style-type: none"> • Loading Road and Rail including security. |
| Goods Final Destination | <ul style="list-style-type: none"> • Off-Load. • Submit all documentation to the CSIR. |

4.1. Solution Requirements

Airports/ Seaports to Rail/Road Import and or Exports Consignments:

- a) Successful service providers shall be responsible for the collection, receipt, storage, handling and customs clearance and transportation/carriage from the point of origin to the point of destination of the shipment.
- b) A detailed operational plan drafted by the service provider/s will govern the day-to-day operations of the service being rendered which will include reporting, tracking and monitoring inclusive of the management of abnormal loads.
- c) The Successful service providers shall provide the below services but not limited to:
 - Provide its services to CSIR on a priority basis as and when required.
 - Provide the necessary equipment, facilities, qualified personnel, expertise and other means necessary to perform the customs clearance, freight forwarding, transportation and related services in accordance with the best commercial practice.
 - For each shipment, CSIR will issue Works/Purchase Order/ Shipping instruction giving a description and relevant particulars of the goods, point of origin, ultimate destination, name and address of the supplier, terms of delivery etc.
 - Perform necessary liaison and coordination in connection with customs clearance handling and general movement of the cargo and the equipment between the port authorities, customs representatives, port terminals, and operational units.
 - Ensure that the number of pieces, dimensions of each piece, description of items, the packing and the gross weight and markings are in accordance with the information submitted.
 - Give timely notice of any loss, damage or delay in respect of the goods as required.
 - Prepay or arrange prepayment of, all applicable charges, from the point of delivery by the Supplier as indicated in the Bill of Lading, Works/Purchase Order, Shipping Instruction date of goods received, the number of pieces, goods volume and weight, description of the goods, invoice number, Suppliers invoice number, currency and amount, point of origin, delivery point/port of loading and port of discharge and submit/inform CSIR as soon as shipping arrangements have been finalised;
 - Carry out handling and storage /warehousing of consignments.
 - Provide all necessary packaging if requested.

- Secure specialised vehicles for transporting oversized cargo, and hazardous material as per cargo requirements; Cargo may comprise of raw materials, consumables, spares, accessories, tools, Capital Goods, Software etc. Some of the materials may be classified as Hazardous, Perishable, Dangerous, Corrosive or Photo Sensitive and may require careful handling/special storage and warrant special arrangements for road/ air transportation in consultation with supplier.
- Be responsible for damage to/and loss of cargo while in transit or while in storage under the custody of the service provider/s, the liability shall be the service provider/s sole responsibility (related goods in-transit insurance).
- The successful service provider shall obtain and maintain, for the duration of the work, adequate insurance against all risks in respect of which it is obliged to indemnify CSIR under the work allocated.
- In the event the successful service provider provides the services through its agents or affiliates, all services provided by such agents and affiliates of the successful service provider/s shall be deemed to have been provided by the successful service provider, and the successful service provider shall remain responsible for the actions of its agents and affiliates performing the work.
- The customs formalities to be completed for cross-border traffic must be dealt with punctually and be treated according to instructions by the service provider/s.
- The Bidder are required to demonstrate the ability to handle comprehensive freight forwarding, customs clearing, exports, imports, logistics services and logistics consulting for CSIR projects, capital purchases and operational material in and from all countries of supply.
- The Bidder may be required to demonstrate capability and capacity of handling the transportation of containerized, break bulk, fragile and abnormal loads as designated by CSIR from time to time, to the nominated delivery destinations in the Republic of South Africa or elsewhere with regards to exports. The cargo to be transported could be break bulk, containerized, fragile and staged projects.
- Bidders will be required to demonstrate packing, freight handling, forwarding, cargo storage, customs clearance, customs inspections and other related services that apply to shipments originating from, consigned to, routed through, and or moved from country of origin to its destination; and

- Bidders will be required to provide resources necessary to accomplish all work as required by CSIR.
- It is prerequisite that the service provider must have an internet-based track & trace system; this would enable shipment progress and monitoring by the customer. (e-mail system providing info to the requestor)
- Bidders also need to indicate the ability to manage bonded warehousing.

4.2. Destinations, Incoterms and Footprint

a) CSIR's supplier base is located primarily in the **following countries**:

- **North America** - Canada, United States of America.
- **Latin America** - Colombia, Brazil.
- **Europe** - Belgium, Finland, Germany, Italy, Netherlands, France, Austria, Sweden, Switzerland, United Kingdom,
- **Middle East & Africa** - Saudi Arabia, Pakistan, Jordan, United Arab Emirates, Eswatini, Lesotho, Zimbabwe, Mozambique, Nigeria, Saudi Arabia, Zambia, Algeria, Kenya, Tanzania, Turkey, Sudan, Ethiopia and Botswana
- **Asia Pacific and Oceania** - Australia, China, India, Indonesia, Japan, Malaysia, New Zealand, South Korea, Taiwan, Thailand, Vietnam.

The CSIR purchase terms with these suppliers vary from Ex Works (EXW); to Delivered Duties Paid (DDP), (ICC Incoterms® 2010 & 2020 basis).

b) Local (South African) and Global Footprint

Bidder must demonstrate its local and global capability and footprint, whether through its own global network or through association with third-party service providers. The Bidder is required to mark the applicable option to receive the allocated points. If there is no marking and no indication of whether the bidder has its own global network or through third-party service providers, no points will be allocated.

| Areas | ABILITY TO SERVICE (MARK APPLICABLE OPTION WITH AN X) | | INDICATE IF IT IS OWN OR THIRD- PARTY SERVICE PROVIDER |
|--------------------------------------|---|----|---|
| | Yes | No | |
| National (South Africa) Footprint | | | |
| Global Footprint | | | |
| North America | | | |
| Latin America | | | |
| Europe | | | |
| Middle East & Africa | | | |
| Asia Pacific & Oceania | | | |

4.3. Standards and Codes

The following standards and codes apply to the performance of the Services:

- a) Anti-Bribery Management Systems ISO 37001.
- b) Occupational Health and Safety Management - OHSAS 18001.
- c) Environmental Quality Management – ISO 14001.
- d) Quality Management – ISO 9001.
- e) Supply Chain Security Management – ISO 28000.
- f) International Convention for the Safety of Life at Sea (SOLAS).
- g) International Ship and Port Facility Security (ISPS) Code.
- h) International Air Transport Association (IATA).
- i) Shipping Container Standards – ISO 1496, ISO 668, ISO 6346, and ISO 17712

4.4. Reporting

- a) CSIR and the panel of service providers shall work together to implement a system of recording and reporting data to ensure all metrics and milestones are accurately measured, monitored, reported, and reviewed.
- b) The bidder must provide an example of Standard Operational Reports. Standard Operational Reports that include:
 - Supplier Management (supplier/vendor cargo compliance checking and reporting)
 - Consolidation (goods currently at the yard being consolidated not yet shipped)

- Transit (goods in transit between collection and delivery points)
- Containers (time-up report for container tracking to time of return)
- Cargo status update (all PO's and line items received at collection/ delivery points)
- Status of customs documentation (only on international consignment)
- Proof of delivery

To the maximum extent possible all reports should be driven by data and functionality in the bidder's freight management system.

4.5. Operating Procedures

- The service provider/s will provide a Standard Operation Procedure in accordance with contents of this document.
- To assist the services provider/s in the performance of the required freight forwarding and customs clearance services, the CSIR will provide services providers with certain information, documentation, specifications and other rules and regulations of the site. Prior to using and enforcing such documentation and its provisions the service provider/s shall ensure a full understanding of the requirements and its area of application. These will include but not limited to CSIR site induction, CSIR Health and safety regulations and compliance with Construction Regulations 2014 of Occupational Health and Safety Act and Regulations, 85 of 1993.
- Prior to commencement of the services, the services provider/s will develop and document a comprehensive set of process flows, standard operating procedures and guidelines for all operating activities associated with the freight forwarding and customs clearance services for the CSIR. Documentation content must be concise, instructional and specific to services.
- The service provider/s must provide of a Standard Operating Procedure (SOP) for Sea/Air/Road (per mode of transport). This document should provide the details of the logistics services.
- The service provider's Standard Operating Process (SOP) document deliverable for Sea/Air/Road should include at least the following:
 - a) SOP Introduction & Purpose.
 - b) Purchase Order (P.O.) Upload / Revisions to P.O.s and Cancellations of P.O.s

- c) Transmission Mode/ Frequency.
- d) Discrepancy Communication
- e) Storage Free time.
- f) Customs Export and Import formalities and documentation.
- g) Bill of Lading or Airway Bill Preparation.
- h) Document Management/ Document Submission & Collection (from Supplier)/ Late/Missing Documents.
- i) IT system to track and trace parcels/packages connected between service provider and the CSIR.

5. CRITERIA FOR PARTICIPATION IN THE NON-COMPULSORY ONLINE BRIEFING SESSION

5.1. Non-compulsory Online (MS TEAMS) Briefing Session

All potential bidders are welcome to attend the non-compulsory online briefing session via the MS Teams link available on Page 1 of this document.

During the briefing session, bidders will be required to type in the MS TEAMS chat box the following as this will be used as an attendance register:

- Name of the company
- Contact person
- Email address

Annexure D

Technical Evaluation Matrix/Rubrics

Appointment of a panel of service providers for the provision of general, specialised and arms-related freight forwarding and customs clearance services to the CSIR for a period of two (2) years.

EOI No. 8096/14/04/2025

A scoring sheet to be used to evaluate functionality.

| Functionality Criteria | Scores | Weights |
|---|---------------|----------------|
| <p>1. Track Record and References for the category your company is bidding for in this EOI.</p> <p><u>Track Record and References for general cargo handler.</u></p> <p>The bidder must provide a minimum of three (3) reference letters stating relevant experience in general cargo freight forwarding and customs clearance services not older than five (5) years. The following requirements must be indicated in the reference letters:</p> <ul style="list-style-type: none">i. Letter on the client's letterhead.ii. Letter must be signed by the client representative;iii. Letter must be dated;iv. Indicate the value of the contract;v. Indicate the duration of the contract; andvi. Indicate the scope of work (freight forwarding and customs clearance services). <p><u>Track Record and References for specialised cargo handler</u></p> <p>The bidder must provide a minimum of three (3) reference letters stating relevant experience in specialised cargo freight forwarding and customs clearance services not older than five (5) years. The following requirements must be indicated in the reference letters:</p> <ul style="list-style-type: none">ii. Letter on the client's letterhead.iii. Letter must be signed by the client representative;iv. Letter must be dated;v. Indicate the value of the contract;vi. Indicate the duration of the contract; andvii. Indicate the scope of work (freight forwarding and customs clearance services). | | 20 |

| Functionality Criteria | Scores | Weights |
|---|-------------------------|---------|
| <p><u>Track Record and References for arms-related cargo handler</u></p> <p>The bidder must provide a minimum of three (3) reference letters stating relevant experience in arms-related cargo freight forwarding and customs clearance services not older than five (5) years. The following requirements must be indicated in the reference letters:</p> <ul style="list-style-type: none"> iii. Letter on the client's letterhead; iv. Letter must be signed by the client representative; v. Letter must be dated; vi. Indicate the value of the contract; vii. Indicate the duration of the contract; and viii. Indicate the scope of work (freight forwarding and customs clearance services). <p><u>Track Record and References for weapons of mass destruction cargo handler</u></p> <p>The bidder must provide a minimum of three (3) reference letters stating relevant experience in weapons of mass destruction cargo freight forwarding and customs clearance services not older than five (5) years. The following requirements must be indicated in the reference letters:</p> <ul style="list-style-type: none"> iv. Letter on the client's letterhead; v. Letter must be signed by the client representative; vi. Letter must be dated; vii. Indicate the value of the contract; viii. Indicate the duration of the contract; and ix. Indicate the scope of work (freight forwarding and customs clearance services). <p>Note: If bidding for all four (4) categories, then a bidder must have a reference letter for each of the categories.</p> | | |
| <p>More than six (6) reference letters indicating relevant experience in general and/or specialised and/or arms-related and/or weapons of mass destruction freight forwarding and customs clearance services and meet all six (6) requirements.</p> | <p>10 points</p> | |
| <p>Four (4) to six (6) reference letters indicating relevant experience in freight forwarding and customs clearance services and meeting all six (6) requirements.</p> | <p>8 points</p> | |

| Functionality Criteria | Scores | Weights |
|--|-----------|---------|
| Three (3) reference letters indicating relevant experience in freight forwarding and customs clearance services and meeting all six (6) requirements. | 6 points | |
| No submission or less than three (3) relevant reference letters indicating relevant experience in freight forwarding and customs clearance services and meet all six (6) requirements or the references do not meet all six (6) requirements. | 0 | |
| 2. Local (South African) and Global Capability and Footprint Bidder must demonstrate local and global capability and footprint, whether through its global network or through association with third-party service providers Bidder must describe their local (South African) and international (Global) reach and footprint by completing Table: Local (South African and Global Footprint table in section 4.2. Destinations and Incoterms and Footprint as evidence. | | 15 |
| Footprint in South Africa and all five (5) global regions with evidence provided. | 10 points | |
| Footprint in South Africa, and (4) global regions with evidence provided. | 8 points | |
| Footprint in South Africa and three (3) global regions with evidence provided. | 6 points | |
| No info provided or no footprint in South Africa or footprint in less than three (3) global regions or only has in South African Footprint. | 0 points | |
| 3. Standard Operational Reports Bidder must provide examples of all the Standard Operational Reports listed in section 4.4 (b)- Reporting. | | 10 |
| Bidder submitted examples of all the Standard Operational Reports listed in section 4.4 (b)- Reporting | 10 points | |
| Bidder did not submit examples of all the Standard Operational Reports listed in section 4.4 (b)- Reporting | 0 points | |
| 4. Standard Operating Procedure (SOP) for Sea/Air/Road Bidder must provide examples of all Standard Operating Procedures (SOP) for Sea, Air, and Road (per mode of transport) listed in section 4.5. Operating Procedures | | 10 |
| Bidder submitted examples of all the Standard Operating Procedures (SOP) for Sea, Air, and Road (per mode of transport) listed in section 4.5. Operating Procedures | 10 points | |

| Functionality Criteria | Scores | Weights |
|---|-----------------|-----------|
| Bidder did not submit examples of all the Standard Operating Procedures (SOP) for Sea, Air, and Road (per mode of transport) as listed in section 4.5. Operating Procedures | 0 points | |
| <p>5. Company's Experience in the Freight, Forwarding and Customs Clearance for the category your company is bidding for in this EOI</p> <p><u>Company's Experience for general cargo handlers</u></p> <p>Bidder must submit a Company Profile and a Portfolio of services stating a minimum of five (5) years' experience in covering a similar scope of works. Bidder must include evidence of a minimum of three (3) projects/contracts in general cargo freight forwarding and customs clearance services rendered to separate clients. The evidence provided must include the contract value, contract duration, and start and completion date of the contract, preferably within the last five (5) years.</p> <p><u>Company's Experience for specialised cargo handlers</u></p> <p>Bidder must submit a Company Profile and a Portfolio of services stating a minimum of five (5) years' experience in covering a similar scope of works. Bidder must include evidence of a minimum of three (3) projects/contracts in specialised cargo freight forwarding and customs clearance services rendered to separate clients. The evidence provided must include the contract value, contract duration, and start and completion date of the contract, preferably within the last five (5) years.</p> <p><u>Company's Experience for arms-related cargo handlers</u></p> <p>Bidder must submit a Company Profile and a Portfolio of services stating a minimum of five (5) years' experience in covering a similar scope of works. Bidder must include evidence of a minimum of three (3) projects/contracts in arms-related cargo freight forwarding and customs clearance services rendered to separate clients. The evidence provided must include the contract value, contract duration, and start and completion date of the contract, preferably within the last five (5) years.</p> <p><u>Company's Experience for weapons of mass destruction cargo handlers</u></p> <p>Bidder must submit a Company Profile and a Portfolio of services stating a minimum of five (5) years' experience in covering a similar scope of works. Bidder must include evidence of a minimum of three (3) projects/contracts in weapons of mass destruction cargo freight forwarding and customs clearance services rendered to separate clients.</p> | | 15 |

| Functionality Criteria | Scores | Weights |
|---|------------------|-----------|
| The evidence provided must include the contract value, contract duration, and start and completion date of the contract, preferably within the last five (5) years. | | |
| 10 or more years of experience | 10 points | |
| 6 years and less than 10 years of experience | 8 points | |
| 5 years and less than 6 years of experience | 6 points | |
| No submission or less than 5 years of experience or years of experience do not cover a similar scope of work. | 0 points | |
| <p>6. Contract management support (Submit Curriculum Vitae (CV) for a key accounts manager) for the category your company is participating bidding for in this EOI <u>CV for key accounts manager for general cargo handler.</u></p> <p>The bidder must provide a CV of a key accounts manager. The CV must confirm a minimum of five (5) Years experience in</p> <ul style="list-style-type: none"> freight (airfreight, road freight and sea freight), forwarding industry, customs clearing processes and customs Harmonised System Codes determination. <p><u>CV for key accounts manager for specialised cargo handler</u></p> <p>The CV for the key accounts manager must confirm a minimum of five (5) Years of experience in:</p> <ul style="list-style-type: none"> freight (airfreight, road freight and sea freight), forwarding industry, customs clearing processes and customs Harmonised System Codes determination. handling specialised cargo, e.g dangerous and hazardous cargo. A valid certificate as per the requirements of the International Air Transport Association (IATA) Dangerous Goods Regulations/ Part 92 Regulations <p><u>CV for key accounts manager for arms-related cargo handler</u></p> <p>The CV for the key accounts manager must confirm a minimum of five (5) Years of experience in</p> <ul style="list-style-type: none"> freight (airfreight, road freight and sea freight), forwarding industry, customs clearing processes and customs Harmonised System Codes determination. handling arms-related cargo and weapons of mass destruction. | | 30 |

| Functionality Criteria | Scores | Weights |
|---|------------------|------------|
| <u>CV for key accounts manager for weapons of mass destruction cargo handler</u> The CV for the key accounts manager must confirm a minimum of five (5) Years of experience in <ul style="list-style-type: none"> freight (airfreight, road freight and sea freight), forwarding industry, customs clearing processes and customs Harmonised System Codes determination. handling arms-related cargo and weapons of mass destruction. | | |
| More than 10 years of experience and meets all the requirements for general and/or specialised and/or arms-related and weapons of mass destruction. | 10 points | |
| Between 5 to 10 years of experience and meets all the requirements for general and/or specialised and arms-related and weapons of mass destruction. | 8 points | |
| 5 years of experience and all the requirements for general and/or Specialised and/or arms-related and weapons of mass destruction. | 6 points | |
| No submission or does not meet all the all the requirements for general and/or specialised and arms-related and weapons of mass destruction or less than 5 years' experience. | 0 points | |
| Total Points | | 100 |

Proposals with functionality / technical points of less than the **pre-determined minimum overall percentage of 70%** and **less than 60% on each of the individual criteria** will not be considered. CSIR intends to appoint more than one bidder per freight forwarding and customs clearing category.

Annexure E

Proposal Form and List of Returnable Documents

Appointment of a panel of service providers for the provision of general, specialised and arms-related freight forwarding and customs clearance services to the CSIR for a period of two (2) years.

EOI No. 8096/14/04/2025

I/We _____

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

carrying on business trading/operating as

represented by _____ in my capacity as

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

FULL NAME(S) CAPACITY SIGNATURE

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

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

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

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

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

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

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

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

ADDRESS FOR NOTICES

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

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

Name of Entity:

Facsimile:

Address:

NOTIFICATION OF AWARD OF EOI

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

VALIDITY PERIOD

CSIR requires a validity period of 120 [one hundred and twenty calendar Days from closing date] against this EOI.

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

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

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

1. Registration number of company / C.C.

2. Registered name of company / C.C.

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

RETURNABLE DOCUMENTS

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. **Returnable Documents** means all the documents, Sections and Annexures, as listed in the tables below.

a) Essential Returnable Documents

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

Essential Returnable Documents required for evaluation purposes:

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

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

| ESSENTIAL RETURNABLE DOCUMENTS USED FOR SCORING | SUBMITTED [Yes/No] |
|--|--------------------|
| Response to Annexure C - Technical Evaluation Matrix/Rubrics | |
| Proof of Track Record and References. | |
| Completed Local (South African) and Global Footprint table in section 4.2. Destinations and Incoterms and Footprint | |
| Examples of all the Standard Operational Reports listed in section 4.4 (b)- Reporting. | |
| Examples of all Standard Operating Procedures (SOP) for Sea/Air/Road (per mode of transportation) listed in section 4.5. Operating Procedures | |
| Company Profile and a Portfolio of services stating a minimum of 5 years' experience in covering similar scope of works. (Restricted to a minimum of 3 projects) – The Projects/Services renders must include the Contract Value, Contract Duration, Start and Completion Date of the contract, preferably within the last five (5) years. | |
| Submit Curriculum Vitae (CV) for a key accounts manager. | |

b) Other Essential Returnable Documents:

Failure to provide other essential Returnable Documents may result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Proposals. However, if the bidder indicated YES in the SUBMITTED column and the documents is not submitted, then the bidder may be given two (2) days to provide the missing information.

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

| OTHER ESSENTIAL RETURNABLE DOCUMENTS | SUBMITTED [Yes/No] |
|--|-------------------------------|
| Annexure A: Standard Bidding Document (SBD) 1 Form | |
| Annexure B: Category Bidding Form | |
| Annexure E: Proposal Form and List of Returnable documents (<i><u>This document</u></i>) | |
| Annexure F: Certificate of Acquaintance with EOI, Terms & Conditions & Applicable Documents | |
| Annexure G: Standard Bidding Document (SBD) 4 | |
| Annexure H: EOI Declaration and Breach of Law Form | |
| Annexure I: Mutual Non-Disclosure Agreement | |
| Annexure J: Draft Service Level Agreement | |
| Proof of valid registration/ licence with the South Africa Revenue Services (customs) on all these services: <ul style="list-style-type: none"> • Import. • Export. • Clearing. | |
| Submit proof of valid registration with the Directorate for Conventional Arms Control if bidding for dual-use and military goods. | |
| Submit proof of valid registration with the Council for the Non-Proliferation of Weapons of Mass Destruction if bidding for Weapons of Mass Destruction goods. | |
| Submit proof of valid registration with the Chief Inspector of Explosives if bidding for Dangerous and Hazardous goods. | |
| Submit proof of valid registration with the South African Civil Aviation Authority if bidding for Dangerous and Hazardous goods. | |
| Submit proof of a Dangerous Goods Transport Permit if bidding for Dangerous and Hazardous goods. | |
| Valid Letter of Good Standing issued by the Compensation Commissioner or issued by a private assurer. | |
| In the case of Joint Ventures, the bidder must submit a copy of the <u>signed</u> Joint Venture Agreement. | |
| In the case of subcontracting arrangements, the bidder must submit a copy of the <u>signed</u> subcontracting 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 AND NAME OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

Name: _____

Designation: _____

Annexure F

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

Appointment of a panel of service providers for the provision of general, specialised and arms-related freight forwarding and customs clearance services to the CSIR for a period of two (2) years.

EOI No. 8096/14/04/2025

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

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

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

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

SIGNED at _____ on this _____ day of _____ 20_____

SIGNATURE OF WITNESSES AND NAME OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

Name: _____

Designation: _____

Annexure G

Standard Bidding Document (SBD) 4

EOI No. 8096/14/04/2025

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be 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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Annexure H

DECLARATION BY BIDDER AND BREACH OF LAW FORM

Appointment of a panel of service providers for the provision of general, specialised and arms-related freight forwarding and customs clearance services to the CSIR for a period of two (2) years.

EOI No. 8096/14/04/2025

Only bidders 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 Bid 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 Bidders in responding to this EOI have been conducted in a fair and transparent manner; and
6. furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the CSIR Group including any person who may be involved in the evaluation and/or adjudication of this Bid.
7. In addition, we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the CSIR.
8. If such a relationship as indicated in paragraph 6 exists, the Respondent is to complete the following section:

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

Indicate nature of relationship with CSIR:

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

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

BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20____

| | |
|---|---------------------------------|
| For and on behalf of _____ 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

EOI No. 8096/14/04/2025

MUTUAL NON-DISCLOSURE AGREEMENT

1. Preamble

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

2. Definitions

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

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

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

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

2.1.4 "Effective Date" shall mean the date of the commencement of this agreement 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

2.2 The Receiving Party undertakes and agrees:

2.2.1 to use the Disclosing Party's Confidential Information only to give effect to the Disclosing Purpose;

2.2.2 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;

2.2.3 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;

2.2.4 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;

2.2.5 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;

2.2.6 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

2.3 The Party(ies) undertake(s) to:-

2.3.1 comply with the provisions of POPI as well as all applicable legislation as amended or substituted from time to time;

2.3.2 treat all Personal Information strictly as defined within the parameters of POPI;

2.3.3 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;

2.3.4 process Personal Information in compliance with the requirements of all applicable laws;

- 2.3.5 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;
- 2.3.6 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
- 2.3.7 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.
- 2.4 The Party(ies) undertake(s) to ensure that all reasonable measures are taken to:
 - 2.4.1 identify reasonably foreseeable internal and external risks to the Personal Information in its possession or under its control;
 - 2.4.2 establish and maintain appropriate security safeguards against the identified risks;
 - 2.4.3 regularly verify that the security safeguards are effectively implemented;
 - 2.4.4 ensure that the security safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards;
 - 2.4.5 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;
 - 2.4.6 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;
 - 2.4.7 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;
 - 2.4.8 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
 - 2.4.9 notify the CSIR, if lawful, of receipt of any request for access to Personal Information, in its possession and relating to the CSIR.
- 2.5 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.

- 2.6 The provisions of clause 4 shall survive the termination of this Agreement, regardless of cause, in perpetuity.

5. Exclusions

- 2.7 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:
 - 2.7.1 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;
 - 2.7.2 it can show was in its possession prior to the earliest disclosure by the Disclosing Party, as evidenced by written documents in its files;
 - 2.7.3 is rightfully received by it from a third party having no obligation of confidentiality to the Disclosing Party;
 - 2.7.4 is independently developed by the Receiving Party by a person(s) who did not have access to the Confidential Information of the Disclosing Party;
 - 2.7.5 is disclosed by the Receiving Party after receipt of written permission from the Disclosing Party; or
 - 2.7.6 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

- 2.8 The Disclosing Party shall retain ownership of all its Confidential Information as disclosed hereunder.
- 2.9 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.
- 2.10 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

2.11 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

2.12 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

2.13 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

2.14 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

2.15 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

2.16 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

2.17 This agreement comprises the entire agreement between the parties concerning the subject matter and supersedes all prior oral and written agreements between them.

2.18 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.

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

2.20 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.

2.21 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.

2.22 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 byin 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:

2.23 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

