



Request For Information (RFI)

For provision of a Procurement, Risk and Vetting Solution to the CSIR

RFI No. 7038/01/12/2023

Date of Issue	Wednesday, 08 November 2023	
Enquiries	Strategic Procurement Unit	E-mail: tender@csir.co.za
	Please use RFI No and RFI Description as subject reference	
Last date for submission of enquiries/clarifications	Friday, 17 November 2023 @ 16H30	
Electronical Submission	tender@csir.co.za (If tender submission exceeds 25MB multiple emails can be sent)	
CSIR business hours	08h00 – 16h30	
Category	Professional Services	
Closing Date and Time	Friday, 01 December 2023 @ 16H30	

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SECTION A – TECHNICAL INFORMATION

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, CSIR undertakes directed and multidisciplinary research and technology innovation that contributes to the improvement of the quality of life of South Africans. The CSIR's main site is in Pretoria while it is represented in other provinces of South Africa through regional offices.

2 INVITATION FOR REQUEST FOR INFORMATION

Information is hereby requested from suitably qualified service providers that can provide the information on the procurement risk and vetting solutions as specified in this Request for Information (RFI) to the CSIR.

3 RFI SPECIFICATIONS (OVERVIEW OF REQUIREMENTS)

Information to be submitted in a format specified in this enquiry (as applicable). However, service providers are welcome to submit additional information over and above the originally specified format (e.g. other capabilities that you may deem to be relevant).

3.1 RFI RESPONSE GUIDELINES/ CONSIDERATIONS

The following information must be submitted as part of the response:

3.1.1 FUNCTIONAL REQUIREMENTS

Procurement Risk and Vetting Solutions or system must be able to at least vet the following in order to evaluate information provided on the Standard Bidding Document (SBD) 4: see **Annexure B**.

3.1.1.1 EMPLOYEE CHECKS

- Check Employee's Business Interest through CIPC
- Check Employee's Property Ownership
- Check Employees on South African Fraud Prevention Services
- Check Employee's Government Employee Status
- Perform Employee's Bank Account Verification
- Check Employees on National Treasury Database for Restricted Suppliers
- Check Employees dismissal due to fraudulent procurement transactions.
- Check Employees pending criminal cases with SAPS

3.1.1.2 VENDOR CHECKS

- Check Vendors' Business Status through CIPC
- Check Vendors' VAT Status with SARS
- Perform Vendors' Bank Account Verification
- Check Vendors' Property Ownership
- Check Vendors' Judgements Online
- Check Vendors on South African Fraud Prevention Services
- Check Vendors on National Treasury Database for Restricted Suppliers
- Check Vendors' Directors on National Treasury Database for Tender defaulters.
- Check Vendors Directors Government Employee Status
- Check Vendors Directors Shareholding in Enterprise employed by the state.
- Check Vendors Shareholding in the Enterprise employed by the state.
- Check Vendors' Directors on Home Affairs to verify marital status.

3.1.1.3 CONFLICTS OF INTEREST

- Check Employee's involved in fraudulent transaction
- Check Employee's directorship of an active vendor
- Check Employee's co-directorship of an active vendor
- Check Employee's co-owns property with a director of an active vendor
- Check Vendor director/s linked to other vendors
- Check Pass-through schemes
- Check Counter bidding
- Check Property transferred to employee as compensation
- Check Fraudulent banking details presented
- Check Vendor no longer in business or filed for liquidation
- Check Vendor director/s active employee
- Check Vendor sold a property to an active employee
- Check Vendor listed on restricted supplier database
- Check Vendor director listed as active government employee.
- Check Vendor on restricted list operating under another name.
- Check Vendor and Directors on Sanction List and anti-Money Laundering.
- Check Vendor and Directors against Prominent Influential Person list.

3.1.1.4 DATA PROTECTION REQUIREMENTS

- The system must comply with POPIA and other relevant data protection legislation.
- Vendor must be able to demonstrate compliance with best-in-class data protection protocols.

3.1.1.5 ONLINE

- The system must be an online website-based system and/or be able to integrate with the existing procurement system.

3.1.1.6 REPORTS

- The system must generate reports per employee or vendor check or director. For example, CIPC reports illustrating directorship, change of ownership and status of the business.

3.1.1.7 EASY ACCESS

- The system must be available 24/7hr.

3.1.1.8 SECURITY REQUIREMENTS

The bidder is required to indicate yes or no to indicate the compliance or non-compliance of the stated requirements. The bidder must specify reasons for their answer.

Authentication and Access Control			
	Yes	No	Comments
The solutions' authentication strategy has the capability to integrate to the CSIR's authentication authority (Example: LDAP, SAML etc.).			
The solution implemented is a role-based access model.			
The solution has the capability to handle the assignment and revoke privileged account access.			
The solution has the capability for multi-factor authentication.			
The solution has the capability to automate access revocation should a user leave the CSIR.			
The solution has the capability for session timeouts as a result of inactivity.			
Data Security (Encryption) and Privacy			
	Yes	No	Comments
The solution's data allows for the latest (secured) encryption standard to be enabled when the data is stored.			
The solution data allows for the latest (secured) encryption standard to be enabled when the data is in transit.			
The solution house is sensitive data.			

Risk and Vulnerability Management			
	Yes	No	Comments
The solution's manufacturer conducted a vulnerability assessment on the solution.			
The solution's manufacturer provided security related support for the solution.			
There is a secure implementation design that is recommended by the manufacturer.			
Vulnerability scans be run on the solution monthly.			
There is support provided for the remediation of identified vulnerabilities on the solution.			
Logs and Backup			
	Yes	No	Comments
The solution is supported by the ability to perform backups as per best practice recommendations.			
The application log application logs and captures important security event data.			
The application's logs are integrated into the Security Information & Event Management (SIEM) solution.			

3.1.1.9 Proposed Solution Demonstration Presentation

The bidder shall prepare for an online presentation and demonstration of the proposed solution to take the CSIR RFI Evaluation Committee through their proposed system solution. The bidder shall be notified thereof no later than four (4) days before the actual online presentation and demonstration date.

SECTION B – TERMS AND CONDITIONS**4 SUBMISSION OF INFORMATION**

- 4.1** All information/proposals are to be submitted electronically to tender@csir.co.za. No late proposals will be accepted.
- 4.2** All proposals will only be considered if received by the CSIR before the closing date and time (***as indicated on the cover page***). The CSIR business hours are between **08h00** and **16h30**.
- 4.3** All proposal submissions are to be clearly subject-referenced with the **RFI number and RFI Description**.
- 4.4** Proposals submitted must be signed by a person or persons duly authorised.
- 4.5** Proposals submitted at incorrect location and/or address, will not be accepted for considerations and where practicable, will be returned unopened to the Bidder(s).
- 4.6** Proposals received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, will be returned unopened to the Bidder(s).
- 4.7** All dates and times in this bid are South African standard time.
- 4.8** 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.
- 4.9** Documents submitted via cloud solutions such as: WeTransfer, Google Drive, Dropbox, etc. will not be considered.
- 4.10** The naming / labelling syntax of files or documents must be short and simple.

5 VALIDITY PERIOD OF RESPONSES

Each **information/proposal** shall be valid for a period of six (6) months calculated from the closing date.

6 ENQUIRIES AND CONTACT WITH THE CSIR

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

7 MEDIUM OF COMMUNICATION

All documentation submitted in response to this Request for Information must be in English.

8 COST OF EXPRESSION OF INTEREST

Service providers are expected to fully acquaint themselves with the conditions, requirements and specifications of this RFI before submitting responses. Each service provider assumes all risks for resource commitment and expenses, direct or indirect, of RFI preparation and participation throughout the RFI process. The CSIR is not responsible directly or indirectly for any costs incurred by service providers.

9 CORRECTNESS OF RESPONSES

- 9.1** The service provider must confirm satisfaction regarding the correctness and validity of their RFI.

10 VERIFICATION OF DOCUMENTS

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

11 ADDITIONAL TERMS AND CONDITIONS

- 11.1** Service providers 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 response.
- 11.3** An omission to disclose material information, a factual inaccuracy, and/or a misrepresentation of fact may result in the disqualification of a response, or cancellation of any subsequent contract.
- 11.4** Failure to comply with any of the terms and conditions as set out in this document will invalidate the response.

12 CSIR RESERVES THE RIGHT TO

- 12.1** Extend the closing date;
- 12.2** Verify any information contained in a response;
- 12.3** Request documentary proof regarding any tendering issue;
- 12.4** Cancel or withdraw this RFI as a whole or in part; and
- 12.5** Not to include any supplier on the list of suppliers on the approved database based on functional criteria not met.

13 PERSONAL INFORMATION

- 13.1** 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.
- 13.2** 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 organisations and potential purchasers of such Party or any part of their business).

13.3 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.

13.4 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 13 (Personal Information). The CSIR shall be entitled on reasonable notice to conduct an inspection or audit bidders’ compliance with the requisite POPI Act safeguards.

14 DISCLAIMER

This RFI is an expression of interest only and not an offer document; answers to it must not be construed as acceptance of an offer or imply the existence of a contract between the parties. By submission of its RFI, service providers shall be deemed to have satisfied themselves with and to have accepted all Terms & Conditions of this RFI. The CSIR makes no representation, warranty, assurance, guarantee or endorsements to service provider concerning the RFI, whether with regard to its accuracy, completeness or otherwise and the CSIR shall have no liability towards the service provider or any other party in connection therewith.

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:	RFI No. 7038/01/12/2023	CLOSING DATE:	Friday, 01 December 2023	CLOSING TIME:	16H30
DESCRIPTION	Request for Information (RFI) for the provision of a Procurement, Risk and Vetting Solution to the CSIR				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT CSIR SCIENTIA					
In light of the Covid-19 pandemic, 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 RFI No. 7038/01/12/2023 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	Strategic Procurement Unit		CONTACT PERSON	Strategic Procurement Unit	
TELEPHONE NUMBER	012 841-2911		TELEPHONE NUMBER	012 841-2911	
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)?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ 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:

Annexure B
Standard Bidding Document (SBD) 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

- 2.2.1 If so, furnish particulars:

.....
.....

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.

- 2.3 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 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.

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.

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 F

Mutual Non-Disclosure Agreement

MUTUAL NON-DISCLOSURE AGREEMENT

1 Preamble

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

2 Definitions

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

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

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

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

2.1.4 “Effective Date” shall mean the date of the commencement of this agreement herein”;

2.1.5 “Notice” shall mean a written document addressed by one Party to the other and either delivered by hand; sent per registered post or telefaxed to the addresses as indicated herein”;

2.1.6 “Personal Information” means any information that falls within the definition of ‘Personal Information’ as defined in the Protection of Personal Information Act, No 4 of 2013 (“POPI”);

2.1.7 “Receiving Party” shall mean the Party receiving Confidential Information under this agreement;

“Responsible Party” means a public or private body or any other person which, alone or in conjunction with others, determines the purpose of and means for processing personal information, as defined in POPI.

3 Obligation of Confidentiality

3.1 The Receiving Party undertakes and agrees:

3.1.1 to use the Disclosing Party’s Confidential Information only to give effect to the Disclosing Purpose;

3.1.2 to hold in strict confidence and not to publish or disclose to any unauthorised third parties any of the Confidential Information of the Disclosing Party without the prior written consent of the Disclosing Party;

3.1.3 to use the same degree of care (and in any event not less than reasonable care) to safeguard the confidentiality of the Disclosing Party’s Confidential Information that it uses to protect its own information of like kind;

3.1.4 to limit any disclosure of such Confidential Information only to those of its employees and professional advisors who have a specific need – to- know to access such Confidential Information and either entered into a written agreement which impose, or are otherwise bound by the same restrictions as those imposed upon it by virtue of this agreement;

3.1.5 not to disclose or reveal to any third party, whomsoever, either the fact that discussions or negotiations are taking, or have taken, place between the Parties; the content of any such discussions, or other facts relating to the Disclosing Purpose;

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

4 Protection of Personal Information

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

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

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

4.1.3 process Personal Information only in accordance with the consent it was obtained for, for the purpose agreed, any lawful and reasonable written instructions received from the applicable Responsible Party and as permitted by law;

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

4.1.5 secure the integrity and confidentiality of any Personal Information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent loss, damage, unauthorised destruction, access, use, disclosure or any other unlawful processing of Personal Information;

- 4.1.6 not transfer any Personal Information to any third party in a foreign country unless such transfer complies with the relevant provisions of POPI regarding transborder information flows; and
- 4.1.7 not retain any Personal Information for longer than is necessary for achieving the purpose in terms of this Agreement or in fulfilment of any other lawful requirement.
- 4.2 The Party(ies) undertake(s) to ensure that all reasonable measures are taken to:
 - 4.2.1 identify reasonably foreseeable internal and external risks to the Personal Information in its possession or under its control;
 - 4.2.2 establish and maintain appropriate security safeguards against the identified risks;
 - 4.2.3 regularly verify that the security safeguards are effectively implemented;
 - 4.2.4 ensure that the security safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards;
 - 4.2.5 provide immediate notification to the Responsible Party if a breach in information security or any other applicable security safeguard occurs; provide immediate notification to the Responsible Party where there are reasonable grounds to believe that the Personal Information has been accessed or acquired by any unauthorised person;
 - 4.2.6 remedy any breach of a security safeguard in the shortest reasonable time and provide the Responsible Party with the details of the breach and, if applicable, the reasonable measures implemented to address the security safeguard breach;
 - 4.2.7 provide immediate notification to the Responsible Party where either party has, or reasonably suspects that, Personal Information has been processed outside of the purpose agreed to or consented to;
 - 4.2.8 provide the Responsible Party, upon request, with all information of any nature whatsoever relating to the processing of the Personal Information for the purpose in terms of this Agreement and any applicable law; and
 - 4.2.9 notify the CSIR, if lawful, of receipt of any request for access to Personal Information, in its possession and relating to the CSIR.
- 4.3 The CSIR reserves the right to inspect the Personal Information processing operations, as well as the technical and organisational information security measures employed by the contracting Party to ensure compliance with the provisions of clause 4.
- 4.4 The provisions of clause 4 shall survive the termination of this Agreement, regardless of cause, in perpetuity.

5 Exclusions

- 5.1 The Receiving Party recognises that this agreement is not intended to restrict use or disclosure of any portion of the Disclosing Party's Confidential Information which:
 - 5.1.1 is as at the Effective Date, or later, made known to the public or otherwise enters the public domain through no default by the Receiving Party of its obligations under this Agreement;
 - 5.1.2 it can show was in its possession prior to the earliest disclosure by the Disclosing Party, as evidenced by written documents in its files;
 - 5.1.3 is rightfully received by it from a third party having no obligation of confidentiality to the Disclosing Party;
 - 5.1.4 is independently developed by the Receiving Party by a person(s) who did not have access to the Confidential Information of the Disclosing Party;
 - 5.1.5 is disclosed by the Receiving Party after receipt of written permission from the Disclosing Party; or
 - 5.1.6 it is requested or required by subpoena, court order, or similar process to disclose, provided that, in such an event, it will provide the Disclosing Party with prompt written notice of such request(s) so that the latter may seek an appropriate protective order and/or waive the Receiving Party's compliance with the provisions of this agreement.

6 Ownership and Provision of Information

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

of any Confidential Information disclosed hereunder).

arising therefrom which the Parties are unable to settle amicably.

7 Term of Obligation

7.1 The Parties' obligations concerning non-disclosure of Confidential Information contained in the above clauses shall commence on the Effective Date and shall continue for five (5) years from the date of each disclosure, unless otherwise agreed between the parties in writing, where after such obligations shall forthwith terminate.

8 No Violation

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

9 Breach

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

10 DOMICILIUM CITANDI ET EXECUTANDI

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

11 Notices

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

12 Governing Law and Jurisdiction

12.1 This agreement will be governed and construed by the laws of the Republic of South Africa and the Parties hereby submit to the exclusive jurisdiction of the South African courts to hear any dispute

13 General

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

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

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

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

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

13.6 Both Parties shall remain free to use, in the normal course of its business, its general knowledge, skills and experience incurred before, during or after the discussions envisaged hereunder. (To this end, it is also recorded that nothing in this Agreement shall be construed as constituting an exclusive arrangement between the parties and both Parties shall remain free to explore market opportunities in the Field, unless otherwise agreed to in writing in a subsequent agreement.)

**Annexure F
Mutual Non-Disclosure Agreement**

ANNEXURE F: MUTUAL NDA

14 Parties to the NDA

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

and

The Bidder (Name).....

Company registration number:....., with

limited liability duly incorporated under the applicable laws of the Republic of South

Africa herein represented by

in his/her capacity as

and he/she being duly authorised thereto.

15 Contact Details for Purposes of Clause 10:

15.1 The CSIR

Physical Address:

Meiring Naude Road

Brummeria

Pretoria

0002

Postal Address:

PO BOX 395

Pretoria

0001

Email: Tender@csir.co.za

The Bidder (Name).....

Physical Address:

Postal Address:

Email:

16 Signature (Bidder):

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

THE PRESENCE OF THE FOLLOWING WITNESSES:

1.....

2.....