Request for Information (RFI) on market capability, indicative timelines and costs for a feasibility study for the CSIR CDMO facility

RFI No. 7045/23/09/2026

Date of Issue	Wednesday, 02 September 2026	
Enquiries	Supply Chain Management	E-mail: tender@csir.co.za
	Please use RFI No and RFI Description as subject reference	
Last date for submission of enquiries/clarifications	Thursday, 17 September 2026 @ 16h30	
Electronical Submission	tender@csir.co.za (If submission exceeds 25MB multiple emails can be sent)	
CSIR business hours	08h00 – 16h30	
Category	Professional Services	
Closing Date and Time	Wednesday, 23 September 2026 @ 16:30	

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SECTION A

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, the CSIR undertakes directed and multidisciplinary research and technology innovation that contributes to industrial development and improved quality of life. The CSIR's main site is in Pretoria, with a presence in other provinces of South Africa.

2. BACKGROUND AND PROJECT CONTEXT

South Africa and the broader African region require stronger, sustainable capacity to translate pharmaceutical research and product-development programmes into locally manufactured clinical and commercial products. A key constraint is limited access to flexible current Good Manufacturing Practice (cGMP) infrastructure capable of supporting multiple product classes, process platforms and production scales, particularly for investigational manufacturing, technology transfer, scale-up and smaller-volume toll manufacture.

The CSIR is conceptualising a national, open-access and multipurpose pharmaceutical and vaccine development and manufacturing facility (Contract Development and Manufacturing, CDMO-like facility). The envisaged facility would provide fit-for-purpose cGMP manufacturing capability for investigational and toll batches of vaccines, biologics, small-molecule active pharmaceutical ingredients (APIs) and advanced intermediates. It would be designed to serve public and private product developers, research institutions, emerging manufacturers, small and medium enterprises, and strategic national and continental health programmes.

The project is expected to be implemented in phases as part of the CSIR Campus Masterplan. It should integrate manufacturing infrastructure with analytical and quality-control capability, quality systems, regulatory readiness, skills development and open-access technical support. The intended operating model must balance public-purpose infrastructure with sound utilisation, cost-recovery, affordability, operational sustainability and appropriate protection of client intellectual property and confidential information.

The CSIR intends to commission a multidisciplinary feasibility study to define, test and cost the investment and prepare it to a level of readiness (termed shovel-readiness) suitable for consideration under the National Treasury Budget Facility for Infrastructure (BFI), or a similar public, development-finance or blended infrastructure funding mechanism. The feasibility study would precede detailed design, construction procurement and implementation.

3. PURPOSE AND STATUS OF THIS RFI

This RFI is a stand-alone market-sounding and budget-planning exercise. Its purpose is to obtain information from suitably qualified service providers or multidisciplinary consortia on the recommended scope, methodology, expertise, programme, deliverables and indicative cost of a bankable feasibility study for the CDMO Facility.

This RFI is not an invitation to tender, does not constitute an offer, and will not result in the appointment of a service provider. The information received may be used to refine the terms of reference, budget, procurement strategy and evaluation criteria for a possible subsequent competitive procurement process. Any subsequent process will be subject to CSIR governance, available funding and applicable procurement requirements.

4. INDICATIVE CDMO FACILITY CONCEPT

The following preliminary description is provided to help respondents understand the scale and multidisciplinary nature of the proposed feasibility study. It is not a final facility specification. The feasibility study will be expected to test the assumptions, define feasible options and recommend an affordable, phased solution.

4.1 Intended manufacturing scope

- An open-access and multipurpose cGMP facility supporting investigational and smaller-volume toll manufacture.
- Vaccines and biologics, including appropriate batch, intensified and continuous-processing options.
- Small-molecule APIs and advanced intermediates, including continuous-processing options.

- Associated process development, technology transfer, scale-up and manufacturing support.

4.2 Enabling capabilities

- Analytical development, quality control, stability, microbiology and product-release support.
- Appropriate quality systems, validation, regulatory, biosafety, environmental and occupational-safety controls.
- Warehousing, controlled materials and waste flows, clean and process utilities, automation and digital systems.
- Training, skills development and open-access technical support for industry, research organisations and emerging enterprises.

4.3 Key project principles

- Modular and phased implementation informed by validated demand and affordability.
- Safe segregation of product classes and effective prevention of cross-contamination.
- Compliance with applicable South African requirements and relevant international cGMP expectations.
- A sustainable operating model balancing public purpose, access, utilisation and cost recovery.

5. PURPOSE OF THE RFI

This RFI is intended to help the CSIR define and budget for a subsequent procurement of a multidisciplinary feasibility study. It seeks high-level market information rather than a detailed technical or commercial proposal.

The CSIR wishes to understand:

- The availability of suitably experienced service providers or multidisciplinary consortia.
- The recommended high-level scope and principal workstreams of the feasibility study.
- The specialist disciplines and investigations likely to be required.
- The appropriate level of concept design and cost-estimate maturity for infrastructure-funding readiness.
- A realistic study duration, key dependencies and information required from the CSIR.

- A broad indicative cost range and the factors most likely to influence the final price.
- Material risks, omissions or alternative approaches that the CSIR should consider when preparing the formal terms of reference.

6. INFORMATION REQUESTED FROM RESPONDENTS

Respondents are requested to provide concise information under the headings below. The CSIR does not require a full proposal, detailed design, project-specific methodology, priced bill of quantities or extensive personnel documentation at this RFI stage.

6.1 Respondent profile and relevant experience

- Brief company or consortium profile and the disciplines available.
- Up to three comparable assignments, preferably involving regulated pharmaceutical or biomanufacturing facilities, complex scientific infrastructure or public infrastructure funding preparation.
- High-level experience with National Treasury BFI or comparable public, development-finance or blended-finance appraisal processes, where applicable.

6.2 Recommended feasibility-study scope

- A high-level description of the principal study workstreams and deliverables recommended to define and de-risk the CDMO.
- Any important additions, exclusions or sequencing considerations that the CSIR should address in the formal terms of reference. The recommended level of concept design and cost-estimate accuracy, with a brief explanation.
- The recommended level of concept design and cost-estimate accuracy, with a brief explanation.

6.3 National Treasury Budget Facility for Infrastructure (NT BFI)-aligned scope and readiness

At a high level, respondents should indicate how the future feasibility study should be structured to generate evidence suitable for a NT BFI submission or comparable infrastructure-funding submission. Respondents are not expected to undertake any of the analyses below as part of this RFI response.

- Project definition and strategic alignment, including the project mandate, stakeholders, phasing, interdependencies and alignment with relevant national, sector and spatial plans.

- Needs and demand assessment, including the status quo, beneficiaries, demand scenarios, capacity requirements and the consequences of not proceeding.
- Objectives and measurable outcomes, including the anticipated public-health, industrial, skills, localisation and broader economic contributions.
- Options appraisal across technical configuration, capacity, site, phasing and delivery approaches, with whole-life costs, benefits, trade-offs and a rationale for the preferred option.
- Financial and funding analysis covering capital and operating costs, affordability, sustainability, potential funding sources, cash flows and sensitivity analysis.
- Socio-economic appraisal, including the appropriate use of cost-benefit or cost-effectiveness analysis and wider or distributional impact assessment.
- Integrated risk assessment, climate and environmental considerations, procurement strategy, institutional and operational readiness, legal and technical due diligence, and an implementation plan.
- Any BFI evidence elements that should be delivered through separate specialist appointments, depend on CSIR or stakeholder inputs, or can only be completed after the core feasibility study.

6.4 Expertise and delivery arrangement

- The professional and specialist disciplines likely to be required.
- Whether the work would ordinarily be delivered by one lead consultant, a consortium or a lead consultant supported by specialist subcontractors.
- Professional registrations or accreditations likely to be relevant. Named personnel and full CVs are not required at this stage.

6.5 Indicative duration and CSIR inputs

- An indicative overall duration and whether completion within approximately six months is realistic.
- The major stages, critical dependencies, specialist surveys or investigations likely to influence the programme.
- Key information, facilities access, stakeholder participation and decisions required from the CSIR.

- Any BFI-aligned evidence requirements that are likely to extend the study beyond six months or create critical dependencies.

6.6 Indicative cost range

- A broad total professional-fee range for the feasibility study, stated in South African rand and indicating whether VAT is included.
- The principal assumptions, exclusions and cost drivers underlying the range. For indicative costing purposes, respondents may assume that the study will assess the development of the CDMO at a primary CSIR site, while considering suitable greenfield and phased implementation options.
- Any material third-party investigations or disbursements that may need to be budgeted separately.
- Whether the indicative fee range includes concept design, demand validation, financial and socio-economic appraisal, options analysis, procurement strategy and institutional-readiness assessment; respondents should identify material exclusions without providing a detailed workstream quotation.
- A detailed workstream-by-workstream quotation is not required.

6.7 Recommendations and principal risks

- The most significant technical, market, regulatory, financial, delivery or operating-model issues that should be resolved through the study.
- Recommendations on how the subsequent procurement should be packaged to obtain an integrated, decision-grade feasibility study.

7. ANTICIPATED FEASIBILITY-STUDY OUTCOME

The eventual feasibility study is expected to provide the CSIR with a defensible preferred option, validated demand, concept-level definition, credible capital and operating costs, an appropriate regulatory and operating model, an implementation and procurement plan, an integrated risk assessment, and a funding-ready business case. The exact deliverables and level of detail will be finalised through the subsequent procurement process, informed by responses to this RFI.

8. RESPONSE FORMAT AND LENGTH

Responses should be concise and may be presented in the respondent's preferred format, provided that the information requested in Section 6 is clearly addressed. The substantive response should preferably not exceed 10 pages, excluding a short company profile and supporting project references. Marketing material should be limited to information directly relevant to this RFI.

9. IMPORTANT NOTE ON THE NEXT STAGE

Participation in this RFI is voluntary and will not confer any advantage or guarantee inclusion in a subsequent procurement process. The CSIR may use the information received to refine the scope, budget, procurement strategy and evaluation criteria for a possible RFQ, RFP or other appropriate competitive process for the feasibility study. Any subsequent process will be subject to internal approvals, available funding and applicable procurement requirements.

SECTION B

GENERAL RFI'S TERMS AND CONDITIONS

10. SUBMISSION OF PROPOSALS

10.1. All proposals are to be submitted electronically to tender@csir.co.za. No late proposals will be accepted.

10.1 .1 Responses submitted by companies must be signed by a person or persons duly authorized.

10.2 All e-mailed proposal submission are to be clearly subject referenced with the RFI number and description

10.2. 1 Proposals must be submitted in pdf format.

11. PROCEDURE FOR SUBMISSION OF PROPOSALS

11.1. All proposals must be submitted to tender@csir.co.za.

11.2. Documents submitted via cloud solutions such as: WeTransfer, Google Drive, Dropbox, etc. will not be considered.

11.3. The email and file sizes should not exceed 25MB per email. If tender submission exceeds 25MB multiple emails can be sent.

11.4. The naming/labelling syntax of files or documents must be short and simple.

11.5. All documents submitted electronically via email must be clear and visible.

12. DEADLINE FOR SUBMISSION

Responses to the RFI must be submitted to tender@csir.co.za, not later than Wednesday, 23 September 2026 @ 16h30.
Where a submission is not received by the CSIR by the due date and time, it will be regarded as a late submission, and late submissions will not be considered.

13. ENQUIRIES AND CONTACT WITH THE CSIR

Any enquiry regarding this RFI must be submitted in writing to CSIR at tender@csir.co.za, with "**RFI No. 7045/23/09/2026 – Request for Information (RFI) on market capability, indicative timelines and costs for a feasibility study for the CSIR CDMO facility**" as subject line.

Any other contact with CSIR personnel involved in this request in not permitted during the RFI process or as requested by the CSIR as part of the RFI process.

14. MEDIUM OF COMMUNICATION

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

15. COST OF REQUEST FOR INFORMATION

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.

16. CORRECTNESS OF RESPONSES

a. The service provider must confirm satisfaction with the correctness and validity of their RFI.

17. ADDITIONAL TERMS AND CONDITIONS

a. Service providers shall not assume that information and/or documents supplied to the CSIR, at any time prior to this request, are still available to the CSIR, and shall consequently not make any reference to such information and/or document in its response to this request.
b. Copies of any affiliations, memberships and/or accreditations that support your submission must be included in the response.

18. CSIR RESERVES THE RIGHT TO:

a. Extend the closing date;
b. Verify any information contained in a response;
c. Request documentary proof regarding any tendering issue; and
d. Cancel or withdraw this RFI as a whole or in part.

19. PERSONAL INFORMATION

19.1. Each Party consents to the other Party holding and processing “personal information” (as defined in the POPI Act) relating to it for legal, personnel, administrative and management purposes (including, if applicable, any “special personal information” relating to him/her, as defined in the POPI Act). Notwithstanding the generality of the aforesaid, each Party hereby undertakes to comply with all relevant provisions of the POPI Act and any other applicable data protection laws. The Client further agrees to comply with all CSIR’s reasonable internal governance requirements pertaining to data protection.

19.2. 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).

19.3. The Client consents to the transfer of such information to CSIR's business contacts outside South Africa to further its business interests.

19.4. While performing any activity where a Party is handling personal information as a "responsible party" (as defined in the POPI Act), each Party undertakes that it will process the personal information strictly in accordance with the terms of the POPI Act, this Contract, and the other Party's instructions from time to time, and take appropriate operational measures to safeguard the data against any unauthorised access.

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

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

20. DISCLAIMER

This RFI is a request for information purposes 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 response, 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: 7045/23/09/2026	CLOSING DATE:	23 September 2026	CLOSING TIME:	16h30
DESCRIPTION	**Request for Information (RFI) on market capability, indicative timelines and costs for a feasibility study for the CSIR CDMO facility**				

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 the file size exceed 25MB, bidders submit information in multiple emails. Use the tender number RFI No: 7045/21/09/2026 and description of the RFI as the subject on your email.

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON		CONTACT PERSON	
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	tender@csir.co.za	E-MAIL ADDRESS	tender@csir.co.za

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR** CENTRAL SUPPLIER DATABASE No:	MAAA
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		**2** ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

RFI No. 7045/23/09/2026

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:
……
……

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

2.3.1 If so, furnish particulars:
……
……

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[2] 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

[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.

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.

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 J
Mutual Non-Disclosure Agreement

RFP No. 7045/23/09/2026

MUTUAL NON-DISCLOSURE AGREEMENT

1. Preamble

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

2. Definitions

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

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

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

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

2.1.4. "Effective Date' shall mean the date of the commencement of this agreement which would be a bid award date";

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

2.1.6. "Personal Information" means any information that falls within the definition of 'Personal Information' as defined in the Protection of Personal Information Act, No 4 of 2013 ("POPI");

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

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

3. Obligation of Confidentiality

3.1. The Receiving Party undertakes and agrees:

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

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

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

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

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

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

4. Protection of Personal Information

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

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

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

4.1.3. process Personal Information only in accordance with the consent it was obtained for, for the purpose agreed, any lawful and

reasonable written instructions received from the applicable Responsible Party and as permitted by law;

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

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

4.1.6. not transfer any Personal Information to any third party in a foreign country unless such transfer complies with the relevant provisions of POPI regarding transborder information flows; and

4.1.7. not retain any Personal Information for longer than is necessary for achieving the purpose in terms of this Agreement or in fulfilment of any other lawful requirement.

4.2. The Party(ies) undertake(s) to ensure that all reasonable measures are taken to:

4.2.1. identify reasonably foreseeable internal and external risks to the Personal Information in its possession or under its control;

4.2.2. establish and maintain appropriate security safeguards against the identified risks;

4.2.3. regularly verify that the security safeguards are effectively implemented;

4.2.4. ensure that the security safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards;

4.2.5. provide immediate notification to the Responsible Party if a breach in information security or any other applicable security safeguard occurs; provide immediate notification to the Responsible Party where there are reasonable grounds to believe that the Personal Information has been accessed or acquired by any unauthorised person;

4.2.6. remedy any breach of a security safeguard in the shortest reasonable time and provide the Responsible Party with the details of the breach and, if applicable, the reasonable measures implemented to address the security safeguard breach;

4.2.7. provide immediate notification to the Responsible Party where either party has, or reasonably suspects that, Personal Information has been processed outside of the purpose agreed to or consented to;

4.2.8. provide the Responsible Party, upon request, with all information of any nature whatsoever relating to the processing of the Personal Information for the purpose in terms of this Agreement and any applicable law; and

4.2.9. notify the CSIR, if lawful, of receipt of any request for access to Personal Information, in its possession and relating to the CSIR.

4.3. The CSIR reserves the right to inspect the Personal Information processing operations, as well as the technical and organisational information security measures employed by the contracting Party to ensure compliance with the provisions of clause 4.

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

5. Exclusions

5.1. The Receiving Party recognises that this agreement is not intended to restrict use or disclosure of any portion of the Disclosing Party's Confidential Information which:

5.1.1. is as at the Effective Date, or later, made known to the public or otherwise enters the public domain through no default by the Receiving Party of its obligations under this Agreement;

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

5.1.3. is rightfully received by it from a third party having no obligation of confidentiality to the Disclosing Party;

5.1.4. is independently developed by the Receiving Party by a person(s) who did not have access to the Confidential Information of the Disclosing Party;

5.1.5. is disclosed by the Receiving Party after receipt of written permission from the Disclosing Party; or

5.1.6. it is requested or required by subpoena, court order, or similar process to disclose, provided that, in such an event, it will provide the Disclosing Party with prompt written notice of such request(s) so that the latter may seek an appropriate protective order and/or waive the Receiving Party's compliance with the provisions of this agreement.

6. Ownership and Provision of Information

6.1. The Disclosing Party shall retain ownership of all its Confidential Information as disclosed hereunder.

6.2. Nothing contained in this agreement or in any disclosures made hereunder shall create or imply, or be construed as to grant to the Receiving Party any license or other rights in or to the Confidential Information and/or any intellectual property rights attached thereto, or act as a waiver of any rights that the Disclosing Party may have to prevent infringement or misappropriation of any patents, patent applications, trademarks, copyright, trade secrets, know-how or other intellectual property

rights owned or controlled by the Disclosing Party as at the Effective Date.

6.3. The Disclosing Party provides the Confidential Information "as is" and accordingly no disclosure thereof by it hereunder shall constitute any representation, warranty, assurance, guarantee or inducement by such Disclosing Party with respect to infringement of patents or other rights of third parties, nor is any warranty or representation as to the accuracy, completeness, or technical or scientific quality of any of the Disclosing Party's Confidential Information provided hereunder. (For the avoidance of doubt it is stated expressly that the Disclosing Party neither makes, nor have made, any representation or warranty as to the merchantability or fitness for a particular purpose of any Confidential Information disclosed hereunder).

7. Term of Obligation

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

8. No Violation

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

9. Breach

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

10. DOMICILIUM CITANDI ET EXECUTANDI

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

11. Notices

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

12. Governing Law and Jurisdiction

12.1. This agreement will be governed and construed by the laws of the Republic of South Africa and the Parties hereby submit to the exclusive jurisdiction of the South African courts to hear any dispute arising therefrom which the Parties are unable to settle amicably.

13. General

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

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

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

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

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

13.6. Both Parties shall remain free to use, in the normal course of its business, its general

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

ANNEXURE L: MUTUAL NDA

14. Parties to the NDA

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

and

The Bidder (Name)……

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

15. Contact Details for Purposes of Clause 10:

15.1. The CSIR

Physical Address:
Meiring Naude Road
Brummeria
Pretoria
0002

Postal Address:
PO BOX 395
Pretoria
0001

Email: Tender@csir.co.za

The Bidder (Name)…… …… ……

Physical Address: …… …… ……

Postal Address: …… …… ……

Email: …… …… ……

16. Signature (Bidder): ……

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

PRESENCE OF THE FOLLOWING WITNESSES:

1. ……

2. ……