

**CONFIDENTIALITY AND NON DISCLOSURE UNDERTAKING BY ALL BIDDERS TO  
RFP 10/2019, ISSUED BY SARS, ON 18 APRIL 2019 FOR THE APPOINTMENT OF A  
GROUP LIFE INSURER**

1. I, \_\_\_\_\_ (Full names of signatory), in my capacity as \_\_\_\_\_, herein representing \_\_\_\_\_ (Full names of Corporate Entity / Bidder) with registration number \_\_\_\_\_, and with the registered address at \_\_\_\_\_ (Hereinafter referred to as “the Bidder”) hereby declare that:

The Bidder is duly registered and licensed in terms of the Financial Advisory and Intermediary Services Act (Act.37 of 2002), (“FAIS”), with FAIS registration / license number \_\_\_\_\_.

The Bidder’s said registration under FAIS is active, and the Bidder is duly qualified and authorised to render Financial Services as contemplated in FAIS.

**2 INTRODUCTION**

- 2.1 SARS has, through RFP 10/2019 invited bids for the provision of Group Life Insurance.
- 2.2 Following a briefing session with potential Bidders, a request was made by the Bidders for SARS to release certain information, which would enable the Bidders to prepare their bid responses.
- 2.3 The information that SARS is requested to disclose to the Bidders is of a highly confidential nature and the disclosure of such information to third parties will adversely affect SARS’ business interests.
- 2.4 This Undertaking seeks to record the terms and conditions upon which the Confidential Information requested will be disclosed by SARS to the Bidders.

2.5 For the purpose of this document, the phrase “Bidders” means all respondents to RFP 10/2019.

### **3 CONFIDENTIAL INFORMATION AND CONFIDENTIALITY**

3.1 Confidential Information means, amongst others, personal information and related data of SARS, SARS employees and their next of kin, and includes all confidential information as contemplated in the Protection of Personal Information Act (Act. No.4 of 2013), and FAIS, which information may be furnished by SARS to the Bidder pursuant to RFP 10/2019.

3.2 The Bidder acknowledges that all Confidential Information, rights and interest, therein vest in SARS, and perpetually remain the property of SARS.

3.3 The Bidder further acknowledges and confirms that the Confidential Information has been furnished for the sole purpose of using such information for the preparation of a response to RFP 10/2019.

3.4 Further, the Bidder acknowledges that SARS shall suffer loss or damage and reputational harm should there be a breach by the Bidder of any of the terms and conditions of this Undertaking.

3.5 As such, the Bidder undertakes in favour of SARS that -

3.5.1 it shall always keep secret and not disclose or divulge any part of the Confidential Information to any person, irrespective of whether or not such person is an advisor or consultant to, employee, servant or agent of or subsidiary of the Bidder; provided that, the Bidder shall be entitled to disclose the Confidential Information to any of its servants, employees and agents only to the extent that they have a need to know and only for purposes set out in clause 3.3 above;

3.5.2 no part of the Confidential Information shall be used or exploited, directly or indirectly, by the Bidder in any way or for any other purpose by the Bidder except as provided for in clause 3.3 above;

- 3.5.3 it shall protect the Confidential Information disclosed pursuant to this Undertaking and that the Confidential Information shall be stored and handled in such a manner as to prevent any unauthorised disclosure thereof;
- 3.5.4 it shall not directly or indirectly, at any time do or purport to do anything or assist any other person in doing anything which may impair or tend to impair or which prejudices or interferes with any of SARS' right, title and interest in and to the Confidential Information, or represent that they have any right, title or interest in or to any part of the Confidential Information or save as expressly permitted in terms of this Undertaking, exercise or purport or endeavour to exercise any part to the rights in the Confidential Information without the prior written consent of SARS;
- 3.5.5 it shall, and hereby indemnifies SARS against all losses, liability, damage or expense which SARS may suffer as a result of any breach by the Bidder, its employees, contractors or agents of this Undertaking.

#### **4 RETURN OF MATERIAL CONTAINING OR PERTAINING TO THE CONFIDENTIAL INFORMATION**

- 4.1 The Bidder must return the Confidential Information to SARS upon award of RFP 10/2019. In addition, if so required by SARS, the Bidder must furnish a written statement to the effect that, upon such return, the Bidder has not retained under its possession or under its control, either directly or indirectly, any Confidential Information.
- 4.2 As an alternative to the return of the material contemplated in clause 4.1 above, the Bidder shall, destroy Confidential Information and furnish SARS with a written statement to that effect.

**5. MISCELLANEOUS**

- 5.1 The Bidder acknowledges that this Undertaking and the subject thereof is made on the strength of the Bidder having represented to SARS that the Bidder is duly registered as a Financial Services Provider under FAIS, further that such representation induced SARS to disclose the Confidential Information.
- 5.2. The Bidder acknowledges further that the disclosure of Confidential Information by SARS is not a guarantee that the Bidder will be awarded the tender under RFP 10/2019.
- 5.3 This Undertaking is irrevocable and perpetual.

Thus signed at \_\_\_\_\_ on this the day \_\_\_\_\_ of 2019

\_\_\_\_\_

For the Bidder

(Who hereby warrants that s/he is duly authorised to sign this Undertaking)