



South African Reserve Bank

## **Call for Request for Proposal (RFP)**

**Ref. no: RFP KvS 03/2015**

### **Appointment of a Service Provider to provide Enterprise Information Management implementation services for the South African Reserve Bank.**

Interested parties are hereby notified that bid documentation is accessible on the South African Reserve Bank's website under the heading 'Procurement' at [www.reservebank.co.za](http://www.reservebank.co.za).

Service providers will be required to complete and sign a confidentiality agreement prior to receipt of bid documents.

Please e-mail the completed and signed confidentiality agreement to:  
[Karen.vanschalkwyk@resbank.co.za](mailto:Karen.vanschalkwyk@resbank.co.za)

You will only then be provided with a link to the e-sourcing portal and be able to access the bid documentation.

Kindly note that a compulsory briefing session will be held on 15 January 2016.

## UNDERTAKING OF CONFIDENTIALITY

THIS Undertaking of Confidentiality is made and entered into on this

\_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_\_,

By \_\_\_\_\_  
(Registration Number \_\_\_\_\_), hereinafter referred to  
as the Recipient with its usual place of business at

\_\_\_\_\_ in  
favour of THE SOUTH AFRICAN RESERVE BANK, hereinafter referred to as  
“SARB”, with its usual place of business at 370 Helen Joseph Street (formerly  
Church Street); Pretoria.

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NOW, THEREFORE, in consideration of the mutual covenants and provisions  
contained herein, the Recipient undertakes as follows:

1. In this Agreement, the following terms will have the meanings ascribed to them below:
  - 1.1 “Effective Date” shall mean the date upon which this Agreement is signed by the last party to do so;
  - 1.2 “Discloser” shall mean the party making information, as defined below, available to the other party;
  - 1.3 “Recipient” shall mean the party to whom information, as defined below, is made available;
  - 1.4 “Information” shall include:
    - 1.4.1 information related to the Discloser’s scope of work for the required product in terms of the Request for Proposal, the Discloser’s subsidiaries, affiliates,

personnel, strategic plans, existing equipment, financial data and design specifications of the product;

1.4.2 data furnished, disclosed and/or transmitted to the Recipient, whether disclosed orally or in writing, which is clearly identified by the Discloser as being confidential; and

1.4.3 notes, analyses and other documents prepared by the Recipient or its representatives which have been based upon or derived from confidential information received from the Discloser.

1.5 “Services” shall mean the **Supply of Enterprise Information Management implementation services for the South African Reserve Bank (SARB) Head Office, Branches and Subsidiaries.**

2. In furtherance of this Agreement, the SARB may, at its option, make Information available to the Recipient. Information disclosed orally, practically, in writing or electronically will be considered as confidential. However, Information shall not include any information which:

2.1 is contained in a publicly available printed publication prior to the date of this Agreement;

2.2 is or becomes publicly known through no wrongful act on the part of the Recipient;

2.3 is known by the Recipient without any proprietary restrictions at the time of receipt of such Information from the Discloser or becomes known to the Recipient without proprietary restrictions from a source other than the Discloser; or

2.4 is independently developed by the Recipient without reference to the Information disclosed by the Discloser.

3. The Recipient agrees to receive the Information in the utmost confidence and to keep the same Information confidential, using at least the same degree of care as is used by the Recipient to protect its own confidential information.

4. The Recipient further agrees to disclose the Information only to its employees, sub-contractors, service providers, legal advisors and financial

advisors whose services are required in furtherance of the objectives of the business relationship between the parties, and to require each of its employees, sub-contractors, service providers, legal advisors and financial advisors to comply with the terms of this Agreement, prior to the disclosure to such employees, sub-contractors, service providers, legal advisors and financial advisors.

5. The Recipient shall not make any additional copies of Information without the express written consent of the SARB. The Recipient, will at its own cost, and after a written request has been submitted by the SARB, return all documents and tangible property in its possession which contain any part of the Information disclosed to the Recipient by the SARB hereunder.
6. The Recipient shall use such Information only in connection with the furtherance of the business relationship between the parties, and the recipient shall make no further use, in whole or in part, of any such Information. However, nothing in this Agreement shall restrict the Discloser from using, disclosing or disseminating its own Information in any way.
7. The Recipient shall not be entitled to utilise the name of the SARB in publicity releases, advertising or for other promotional purposes without securing the prior written consent of the SARB.
8. The obligations imposed by this Agreement shall expire only upon written consent of the parties.
9. This Agreement sets forth the entire agreement and understandings between the parties as to the subject matter hereof and supersedes, cancels, and merges all agreements, negotiations, commitments, writings, and discussions between them as to the subject matter prior to the date of this Agreement. Neither of the parties shall be bound by any condition or representations with respect to such subject matter, other than as expressly provided in this Agreement or as duly set forth on or subsequent to the date of this Agreement in writing, and signed by a proper and duly authorised representative of the parties.
10. In the event of the invalidity or unenforceability of any provision of this Agreement under any applicable law, the parties agree that such invalidity or

unenforceability shall not affect the validity or enforceability of the remaining portions of this Agreement.

IN WITNESS WHEREOF, the Recipient has caused this Agreement to be signed in its name and on its behalf by its representative duly authorised thereto.

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Signed for and on behalf of the Recipient

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Name

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Title