REQUEST FOR PROPOSAL
Capital Modelling Software
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1. **Part 1 – Letter of Invitation**

To the Service Provider

Sasria SOC Limited hereby invites proposals from suitably qualified service providers to provide an economic capital modelling tool to Sasria SOC Ltd (Sasria).

A service provider will be selected under the procedures described in this Request for Proposal (RFP) document.

The RFP consists of the following documents:

- Part 1 – Letter of Invitation
- Part 2 – Instructions
- Part 3 – Minimum qualifications
- Part 4 – Requirements
- Part 5 – Required Contract Documentation and Attachments
  - Confidentiality and Non-disclosure Agreement (Annexure A);
  - Invitation to Bid (SBD 1);
  - Tax Clearance Certificate Requirements (SBD 2);
  - Pricing Schedule (SBD 3.3);
  - Declaration of Interest (SBD 4);
  - Preference Points Claims Form in terms of the Preferential Procurement Regulations 2011 (SBD 6.1);
  - Declaration Certificate for Local Production and Content (SBD 6.2)
  - Contract Form – Rendering of Goods (SBD 7.1);
  - Declaration of Bidder’s Past SCM Practices (SBD 8); and
  - Certificate of Independent Bid Determination (SBD 9).

Note: A failure to provide any one of the documents required in Part 5 above will lead to an immediate disqualification of the service provider from the tender process.
2. Part 2 – Instructions

2.1. Sasria Background

Sasria SOC Ltd (Sasria) is the only short-term insurer that provides special risk cover to all individuals and businesses that own assets in South Africa, as well as government entities. This is unique cover against risks such as civil commotion, public disorder, strikes, riots and terrorism, making South Africa one of the few countries in the world that provide this insurance, particularly at affordable premiums.

By enabling businesses to restore their liquidity or operations quickly and efficiently after experiencing loss or damage due to special risk events, Sasria plays a significant role in preventing job losses, maintaining livelihoods, restoring pride and dignity and facilitating economic stability.

A state-owned entity, Sasria has a legislative mandate that governs day-to-day business operations and a broader strategic mandate to make a positive contribution to transformation within the industry and South Africa.

2.2. Other Information

2.2.1. Sasria Cover

Sasria’s core business is the provision of short-term insurance for riots, strikes, terrorism, civil commotion and public disorder to businesses and individuals. The cover is offered in the following classes of insurance business:

- Material damage;
- Business interruption;
- Money;
- Goods in transit;
- Motor and construction risk.

We offer R500 million cover on all classes of business at set rates. Additional cover of R1 billion (Sasria Wrap Cover) is available on request: this cover is geared towards Sasria’s corporate customers and has a different rating structure.

2.2.2. Risk Appetite

Sasria’s risk appetite with regards to capital at risk is defined as the greater of the Economic Capital Requirement (as per Sasria’s Economic Capital Model) and the Solvency Capital Requirement (as per the Solvency Assessment and Management (SAM) regulations).

2.2.3. Reinsurance

A key aspect in managing Sasria’s exposure to risk is reinsurance – Sasria has a comprehensive catastrophe reinsurance programme. The programme is designed to optimise the level of risk retention within the company. The programme includes a combination of traditional catastrophe reinsurance as well as structured reinsurance.

Sasria also purchases quota share reinsurance for the Sasria Wrap Cover.
2.2.4. Investments

Sasria also has a comprehensive investment portfolio that covers the following strategic asset allocation: Cash (17.5%), Money market (10%), Equity (27.5%), Government bonds (35%) and Corporate bonds (10%).

2.3. Background to the RFP

Sasria continually improves the risk management within the company. Given the complexity of its risks (both underwriting risk, investment risk and operational risk), the need for a robust economic capital modelling tool has been identified.

Amongst others, Sasria intends to use the tool to aid in the decision making of the company with regards to:

- Reinsurance optimisation
- Investment decisions
- Capital allocation
- Assess risk profile
- Product development

This Request for Proposal (RFP) has been issued to solicit proposals from the relevant companies to provide Sasria with a capital modelling software tool.

2.4. Method of procurement

Sasria follows an open tender system of procurement in terms of the PFMA guidelines.

2.5. Completeness and accuracy of information

While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, bidders must form their own conclusions about the solutions needed to meet the requirements set out in this RFP.

2.6. Contractual commitment

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written agreement has been executed by or on behalf of Sasria. Any notification of preferred bidder status by Sasria shall not give rise to any enforceable rights by the Bidder. Sasria may cancel this RFP any time prior to the formal written agreement being executed by or on behalf of Sasria.

Sasria reserves the right at its sole discretion, and at any time, to amend, deviate from, postpone, discontinue or terminate the transaction/procurement process without incurring any liability whatsoever to any other party.

Sasria reserves the right not to award this tender to the highest ranked or highest scoring bidder, as it needs to align its procurement practices to governance practices that are in line with its own growth path. These may include but are not limited to: driving socio-economic development objectives that are enshrined in various government policies.
2.7. Confidentiality

All bidders to this RFP will be required to sign the confidentiality and non-disclosure agreement outlined on Annexure A in this document.

2.8. Minimum requirements

In order to be considered for selection, the bidder must meet the following minimum criteria:

- All bidders are required to meet the minimum specifications of compliance, technical expertise and experience.
- In accordance with its objective to advance Broad-Based Black Economic Empowerment and transformation, Sasria hereby invites ONLY those service providers that meet all the following criteria to submit proposals to provide services to Sasria:
  - A firm that has a certified BBBEE rating of level 4 or better;
  - No bids will be considered from consortiums/Joint Ventures.

2.9. Documentation required

The proposal shall also include all attachments listed on the last page of this RFP – see Part 5 (failure to provide such documentation and particulars will result in the bid being disqualified), as well as the following certificates (only certified copies will be accepted unless stated otherwise):

- Certificate of Incorporation;
- Valid SARS Tax Clearance Certificate (Original certificate required);
- Valid Insurance Certificate for Professional Indemnity;
- Valid BEE Verification Certificate; and
- National Treasury Central Supplier Database (CSD) summary report (registration number).

The successful bidder will be required to maintain all of the above throughout the duration of the appointment as a condition of appointment.

2.10. Submission Format

The proposal and all written material and attachments must be submitted in English.

Bidders are requested to submit 1 original copy and 5 hardcopies of their printed proposals and one electronic copy on portable media. The document text size must be in minimum 11-point font. The printed bid/proposal must not exceed 150 (one hundred and fifty) A4 pages (including front page, table of contents, main proposal, reference pages, annexures and excluding completed SBD forms).

2.11. Submission of Proposals

The closing date for the submission of proposals is 28 June 2017 at 12h00.

- Duly completed proposals must be sealed in an envelope that is endorsed with the words “RFP: Capital Modelling Software”. The envelope must be handed in at the Sasria reception desk located at:
Physical address
Sasria SOC Limited
36 Fricker Road
Illovo
Sandton
2196

- A receipt will be issued for all bid envelopes received.
- Late or incomplete tender proposals will not be accepted or considered and any proposal delivered to any address other than the address mentioned above will not be accepted.
- E-mailed, posted or faxed proposals will NOT be accepted.

2.12. Queries and clarifications

Any additional information required which is not clarified in the specifications must be addressed in writing to Mogamat Sallie (mogamats@sasria.co.za), by 13 June 2017. Additional information may be provided at Sasria’s discretion, who reserves the right to provide the same information to all other interested parties, should this enhance the submission.

Any attempts by the Bidders to directly or indirectly canvas any member of Sasria’s personnel for support will result in disqualification of their bid/proposal.

Sasria reserves the right to request meetings with Bidders to clarify responses or seek additional information to refine assessments. Sasria reserves the right to request presentations from short-listed service providers.

2.13. Insurance

The Bidder shall have adequate Professional Indemnity insurance. Bidders shall either provide a certified copy of the insurance certificate or a letter from the bidder’s broker confirming that the required insurance has been obtained and the provision of the services scoped in this RFP falls within the ambit of the relevant insurance.

2.14. Automatic Disqualification

If ever it is found that the interested party or person(s) acting on behalf of the interested party has, in the RFP or during the whole process of evaluation, selection, etc.:

- Misrepresented or altered material information in whatever way or manner;
- Promised offered or made gifts, benefits to any Sasria employee;
- Canvassed, lobbied in order to gain unfair advantage;
- Committed fraudulent acts; and
- Acted dishonestly and/or in bad faith.

Such interested party and/or person(s) shall automatically be disqualified from further participation in this process. Any attempts by the bidders to directly or indirectly canvas any member of Sasria’s personnel for support will result in disqualification of their bid/proposal.
Sasria reserves the right to request meetings with bidders to clarify responses or seek additional information to refine assessments.

2.15. Proposal costs

All costs and expenses incurred by the bidder relating to their participation in, and preparation of this proposal process shall be borne by the bidder exclusively.

2.16. Validity period

The proposals should remain valid for at least 90 days after the closing date.

2.17. Important dates

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of RFP</td>
<td>26 May 2017</td>
</tr>
<tr>
<td>Query window period</td>
<td>05 to 13 June 2017</td>
</tr>
<tr>
<td>Responses to queries</td>
<td>19 June 2017</td>
</tr>
<tr>
<td>Closing date for submission of proposals</td>
<td>28 June 2017 at 12h00</td>
</tr>
<tr>
<td>Governance assessments/ Documents verification</td>
<td>03 to 10 July 2017</td>
</tr>
<tr>
<td>Evaluation process</td>
<td>10 to 21 July 2017</td>
</tr>
<tr>
<td>Presentations (if required)</td>
<td>07 to 11 August 2017</td>
</tr>
<tr>
<td>Adjudication Process</td>
<td>14 to 18 August 2017</td>
</tr>
<tr>
<td>Appointment of service provider</td>
<td>21 August 2017</td>
</tr>
</tbody>
</table>
3. **Part 3 – Qualification and Evaluation Criteria**

3.1. **Evaluation Criteria**

3.1.1. **Level 1 Governance Verification**

The evaluation during this stage is to ensure that all required documentation (refer to Part 5) are received and duly completed and that all requirements are complied with. Bidders that did not achieve the requirements are disqualified.

3.1.2. **Level 2 Technical Evaluation**

The evaluation during this stage is based on technical criteria (Functionality). Only bidders achieving a minimum score of 70% will be evaluated further in the next stage. The technical evaluation guideline is set out below. The bidder should specifically respond to the relevant technical evaluation guideline in their proposals.

3.2. **Evaluation of proposals**

The purpose of the RFP is to obtain a complete set of salient information pertaining to the bidding parties. The proposals will accordingly be used to evaluate whether, at Sasria’s discretion, an interested party qualifies to proceed to the next stage of this procurement process. All bidding parties will be advised in writing of Sasria’s decision, which will be final. No correspondence will be entered into pertaining to the evaluation process, the decisions taken and reasons thereof.

3.3. **Qualification criteria**

Bidders will firstly be evaluated on technical competencies. Those bidders achieving more than 70% on the technical criteria qualify to the third stage of the evaluation. In the third stage of the evaluation, the Preference Points Claims Form in terms of the Preferential Procurement Regulations 2011 (SBD 6.1) will be followed.

3.4. **Technical Evaluation**

The technical evaluation guideline is set out below. The bidder should specifically respond to the relevant technical evaluation guideline in their proposals. Bidders will be evaluated as indicated below:

<table>
<thead>
<tr>
<th>Item</th>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The software provider must clearly describe the functionality of the software – specifically addressing the points in section 4.1 below.</td>
<td>35</td>
</tr>
<tr>
<td>2</td>
<td>The level of support provided by the software provider</td>
<td>10</td>
</tr>
<tr>
<td>3</td>
<td>Extent and quality of reporting outputs</td>
<td>10</td>
</tr>
<tr>
<td>4</td>
<td>Usability and quality of help files</td>
<td>5</td>
</tr>
<tr>
<td>5</td>
<td>Approach for training and skills transfer to Sasria staff</td>
<td>5</td>
</tr>
<tr>
<td>6</td>
<td>The service provider’s ability must be clearly exhibited by providing reference letters where</td>
<td>10</td>
</tr>
</tbody>
</table>
the software is used by other **non-life** insurance companies in South Africa. (Minimum 3 written client reference letters on the client’s letterhead is required)

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>The software validation process to ensure that the software meets the relevant specifications.</td>
<td>5</td>
</tr>
<tr>
<td>8</td>
<td>Footprint and experience:</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>- The extent of the software provider’s footprint (market share) in the South African and International non-life insurance markets</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- The experience of the software provider: how many years have the software been in existence?</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Quality of proposal document</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

3.5. **Selection Process**

The selection process shall take the following steps:

A. Proposals will be reviewed to determine compliance with minimum requirements.

B. Proposals will be evaluated on the technical criteria by the Evaluation Committee.

C. Bidders may be requested to present to the Evaluation Committee. These presentations may form part of the technical evaluation, after which a final technical evaluation score shall be determined. Bidders may also be requested to provide Sasria with a trial license in order to evaluate the software.

D. Bidders will also be evaluated on Price and BBBEE (refer to document SBD6.1).

E. A reference check may be performed by the management of Sasria on selected bidders.

3.5.1. **Level 3 Adjudication Evaluation and BBBEE and Cost calculation**

Bidders that achieved a minimum score of 70% in level 2 (technical criteria) will progress to this level (level 3) and will be evaluated in accordance with the Preferential Procurement Policy Framework method as per SBD 6.1. Based on B-BBEE contributor level score. Points will be calculated on a 80/20 method as stipulated below:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (80/20)</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>18</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>14</td>
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<td>4</td>
<td>12</td>
<td></td>
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<tr>
<td>5</td>
<td>8</td>
<td></td>
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<tr>
<td>6</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Non-Compliant Contributor</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>1 Price/Fee Structure including VAT</td>
<td>80</td>
<td></td>
</tr>
</tbody>
</table>
4. Part 4 – Requirements

The objective of this tender is to find a suitable economic capital modelling tool. The main aim of the tool will be for Sasria to build a robust economic capital model. The key risks that will be modelled are: non-life underwriting risk (including premium risk, reserve risk, lapse risk and catastrophe risk), market risk, credit risk and operational risk.

The tool will assist Sasria to apply more sophisticated methodologies to optimise reinsurance, develop asset strategies, stress business plans etc.

4.1. Scope/Capacity of Software

The software should be capable of at least the following capabilities:

- The software must be capable of modelling Sasria underwriting risk as described in this document.
- The modelling of claims (either modelling loss ratios or individual claims)
- Reinsurance modelling (including all kinds of proportional, non-proportional and structured reinsurance)
- Reserve risk modelling
- Market risk modelling
- Credit risk modelling
- Operational risk modelling
- Detailed audit trail
- The import of data from either economic scenario generators or catastrophe models.
- Multi-year projections
- Manipulating built-in libraries if they are not suited to Sasria’s business model
- A robust statistical model engine
- Interface to Microsoft Excel for both inputs and outputs
- Statistical distribution fitting/parameterisation
- Scalability of the software

4.2. Software and Hardware requirements

The minimum software and hardware requirements for end-user computers and servers needs to be detailed in the proposal documents.

4.3. Specific exclusions

The following software solutions will not be considered:

- Custom built software. Sasria do not intend for a solution to be custom built for our company. The proposed solution should be widely used in the non-life insurance industry.
- Solutions that are based on the regulatory (Solvency Assessment and Management) standard formula
- Any solutions that are primarily based in Microsoft Office Excel or Microsoft Excel Office add-ons.
- Preference in selecting a service provider may be given to non-cloud based service providers.
4.4. **Licensing structure**

Sasria envisages that initially, approximately 5 users will need to have access to the tool. Bidders must therefore provide cost estimates for 1, 2, 3, 4 and 5 users. The license structures should clearly be defined in the bid documents.

4.5. **Presentations and Trial License**

Bidders that have progressed to the shortlist will be requested to do a presentation to the Technical Evaluation Committee. Simultaneously, bidders will also be requested to make trial licenses of their software available to Sasria for the Evaluation Committee to evaluate the software with.

4.6. **Bid price**

The bid price should include the following:

- Economic software modelling tool (all first year costs, including licensing)
- Training of staff
- Installation

No additional development by the software provider should be required to ensure that the model is capable to model Sasria’s risks.

An indication of annual license fees (after the first year) for a period of 3 years should also be made. This could be taken an additional consideration in selecting a bidder.
5. Part 5 – Required Documents

STANDARD BIDDING DOCUMENTS

In addition to the aforementioned Annexure, the following attachments must be completed, signed and submitted together with the proposal/bid. Failure to submit these documents will lead to disqualification of the proposal/bid.

- Invitation to Bid (SBD 1);
- Tax Clearance Certificate Requirements (SBD 2);
- Pricing Schedule (SBD 3.1);
- Declaration of Interest (SBD 4);
- Preference Points Claims Form in terms of the Preferential Procurement Regulations 2011 (SBD 6.1);
- Declaration Certificate for Local Production and Content (SBD 6.2);
- Contract Form - Rendering of Services (SBD 7.2);
- Declaration of Bidder’s Past SCM Practices (SBD 8); and
- Certificate of Independent Bid Determination (SBD 9).
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Entered into between:

Sasria SOC Limited

A company duly incorporated under the laws of Republic of South Africa, having its main place of business at 36 Fricker Road, Illovo, Sandton, 2196.

With registration number: 1979/000287/06

(Hereinafter referred to as “the Discloser”)

And

____________________________________

A company duly incorporated under the laws of Republic of South Africa, having its main place of business at ________________________________,

With registration number: ______________________

(Hereinafter referred to as “the Recipient”)


PREAMBLE

Whereas the Discloser will disclose certain confidential information to the Recipient for providing Sasria with technical information.

And whereas the Recipient wishes to receive confidential information on the condition that the Recipient will not disclose the same to any third party or make use thereof in any manner except as set out below.

The Discloser and the Recipient hereby agree to the following:

1. Definitions

Unless the contrary is clearly indicated, the following words and/or phrases, when used in this Agreement, shall have the following meaning:

1.1 “Agreement” shall mean this written document together with all written appendices, annexures, exhibits or amendments attached to it from time to time;

1.2 “Commencement Date” shall mean the last date of signature;

1.3 “Confidential Information” shall mean all information which:

1.3.1 Pertains to the Disclosing Purpose, disclosed, revealed or exchanged by the Discloser to the Recipient, and which pertains to, but is not limited to all intellectual property rights, all trade secrets, all agreements (whether in writing or not) which exist at the time of revealing the content thereof to the Recipient, the content of all possible future agreements which the Discloser intends to enter into with any other party, all knowledge obtained by way of research and development, irrespective of whether the aforementioned information that is revealed is applicable to technical, business or financial aspects of the Discloser; and/or

1.3.2 Any information of whatever nature, which has been or may be submitted by the Discloser to the Recipient, whether in writing or in electronic form or pursuant to discussions between the Parties, or which can be obtained by examination, testing, visual inspection or analysis, including, without limitation, business or financial data, know-how, formulae, processes, specifications, sample reports, models, customer lists, computer software, inventions or ideas; and/or

1.3.3 Any dispute between the Parties resulting from this Agreement; and/or
1.3.4 Any fault or defect in any aspect of the business of the Discloser, irrespective of whether the Discloser knows about such a fault or defect;

1.4 “Notice” shall mean a written document;

1.5 “Parties” shall mean both the Discloser (Sasria SOC Ltd) and the Recipient (___________________________________).

2. Obligations of the Recipient

The Recipient shall:

2.1 Use the confidential information disclosed to it solely for the purposes of assisting Sasria with this Request for Proposal and for no other purpose whatsoever;

2.2 Treat and safeguard the Confidential Information as private and confidential;

2.3 Ensure proper and secure storage of all Confidential Information;

2.4 Not at any time without the prior written consent of the Disclosure or another employee of the disclosure from which he received the information,

2.4.1 Disclose or reveal to any person or party either the fact that discussions or negotiations are taking, or have taken place between the Board, employee and another employee or the content of any such discussions or other facts relating to the Disclosing Purpose, except where required by law or any governmental, or regulatory body;

2.5 Notwithstanding any lesser degree of protection that may otherwise be permissible hereunder, where any Confidential Information may be subject of any National or Government Security Regulations, the Recipient shall, and hereby undertakes to, take such measures as may be required by such Regulations to protect such Confidential Information;

2.6 Not create the impression with or lead any third party to interpret or construe any condition contained in this Agreement, that this Agreement is an Agency Agreement and/or Partnership Agreement and/or a Joint Venture and/or any other similar arrangement. For purposes of this Agreement, the Recipient’s professional advisors and insurers will not be viewed as being third parties;

2.7 Not allege that this Agreement grants it, either directly, or by implication, or by estoppel or otherwise a license under any patent or patent application, or that it is entitled to utilize the Confidential Information in any way contrary to the stipulations
2.8 On termination of this Agreement act with the Confidential Information in accordance with a Notice delivered to it by the Discloser and if no such Notice was delivered, the Recipient shall destroy the Confidential Information in a similar manner to which it would destroy information that it would consider to be its own Confidential Information. Notwithstanding the content of this clause 2.8, the Recipient will be entitled to retain so much of the Confidential Information that it requires to comply with its own document retention policy, as well as that imposed on it by the professional body of which it is a member.

3. Obligations of the Discloser

The Discloser shall:

3.1 Disclose to the Recipient, in writing any relevant information in their possession or under their care, for purposes of assisting the Discloser with the Request for Proposal Marketing and Communication Services;

3.2 Furnish the Recipient at least 7 (seven) calendar days prior to this Agreement being terminated, for whatever reason, with a Notice instructing the Recipient about what it should do with the Confidential Information once the Agreement has been terminated.

4. Exclusions

The provisions of Clause 3 above will not apply to any Confidential Information which:

4.1 Is at the time of disclosure to the Recipient, within the public domain and could be obtained by any person with no more than reasonable diligence;

4.2 Come into the public domain and could be obtained after such disclosure, otherwise than by reason of a breach of any of the undertakings contained in this Agreement;

4.3 Is subsequently provided to the Recipient by a person who has not obtained such information from the Discloser, provided that, in any such case, such information was not obtained illegally or disclosed by any person in breach of any undertaking or duty as to confidentiality whether expressed or implied;

4.4 Is disclosed with the written approval of the Discloser;

4.5 Is or becomes available to a third party from the Discloser on an unrestricted basis;
4.6 Is obliged to be reproduced under an order of court or government agency of competent jurisdiction.

5. Commencement

This Agreement shall commence on the Commencement Date.

6. Cancellation

6.1 The Agreement shall not terminate automatically. Either party must be able to terminate on written notice to the other party once the Disclosing Purpose is completed. The obligations of confidentiality under this Agreement shall continue to apply after assignment or termination of this Agreement;

6.2 The Parties further agree that either Party shall have the right at any time to give notice in writing to terminate this Agreement forthwith in the event of a material breach of any of the terms and conditions of the Agreement. If the breach in question is one which can effectively be remedied, the Parties shall endeavour to jointly try to remedy such breach, failing which, the Agreement shall be terminated.

7. Interpretation

7.1 The clause headings in this Agreement have been inserted for convenience only and will not be taken into consideration in the interpretation of this Agreement;

7.2 Any reference in this Agreement to the singular includes the plural and vice versa;

7.3 Any reference in this Agreement to natural persons includes legal persons and references to any gender include references to the other genders and vice versa.

8. Dispute Resolution

8.1 If the Parties are unable to resolve any dispute resulting from this Agreement by means of joint co-operation or discussion between the individuals directly involved with the execution of this Agreement within seven (7) calendar days after a dispute arises or such extended time period as the Parties may in writing agree, then such a dispute shall be submitted to the most senior executives of the Parties who shall endeavor to resolve the dispute, within five (5) calendar days after it having been referred to them;

8.2 Should the dispute not be resolved in the aforesaid manner, then it shall be resolved by way of arbitration, in accordance with the provisions contained in clause 9 below.
9. **Arbitration**

9.1 A dispute between the Parties relating to any matter arising out of this Agreement or the interpretation thereof shall be referred to arbitration, by an arbitrator appointed by the Association of Arbitrators Southern Africa (AASA) by either of the Parties, by way of a Notice to the other party, in which Notice particulars of the dispute are set out; The arbitration shall be conducted in accordance with AASA’s Rules and where they do not provide expressly or impliedly for any matters then such proceeding shall be governed in terms of the Arbitration Act No 45 of 1965;

9.2 Such arbitration proceedings shall be held in **SANDTON** and shall be held in a summary manner, which shall mean that it shall not be necessary to observe or carry out:

9.2.1 The usual formalities of procedure (*e.g.* there shall not be any pleadings or discovery);

9.2.2 The strict rules of evidence;

9.2.3 Immediately and with a view to its being completed within sixty (60) calendar days after it is demanded.

9.3 The decision of the arbitrator shall be final and binding on the Parties, who shall summarily carry out that decision and either of the Parties shall be entitled to have the decision made an order of any court with competent jurisdiction.

9.4 This shall be severable from the rest of this Agreement and therefore shall remain effective between the Parties after this Agreement has been terminated.

9.5 No clause in this Agreement which refers to arbitration shall mean or be deemed to mean or interpreted to mean that either of the Parties shall be precluded from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.

10. **Validity**

If any provision of this Agreement is found or held to be invalid or unenforceable, the validity and enforceability of all the other provisions of this Agreement will not be affected thereby.

11. **Domicilium and Notices**

The Parties elect the following addresses as their respective *domicilium citandi et executandi*, at which all notices and other communications must be delivered for the purposes of this
Agreement:

12.1 Discloser:

12.1.1 By hand at 36 Fricker Road, Illovo, Sandton, Johannesburg,

Marked for the attention of: Mr. Mziwoxolo Mavuso, Executive Manager: Governance and Company Secretarial

12.1.2 By post at: P.O. Box 653367, Benmore, 2010,

Marked for the attention of: Mr. Mziwoxolo Mavuso, Executive Manager: Governance and Company Secretarial

12.1.3 By telefax at (011) 447 8630,

Marked for the attention of: Mr. Mziwoxolo Mavuso, Executive Manager: Governance and Company Secretarial
12.2 Recipient:

12.2.1 By hand at ______________________________________________________

_____________________________________________________________,

Marked for the attention of: ___________________________________________

12.2.2 By post to: ______________________________________________________

Marked for the attention of: ___________________________________________

12.2.3 By telefax at _____________________________________________________

Marked for the attention of: ___________________________________________

12.3 Any notice or communication required or permitted to be given in terms of this agreement shall only be valid and effective if it is in writing.

12.4 Any notice addressed to either of the Parties and contained in a correctly addressed envelope and sent by registered post to it at its chosen address or delivered by hand at its chosen address to a responsible person on any day of the week between 09h00 and 16h00, excluding Saturdays, Sundays and South African public holidays, shall be deemed to have been received, unless the contrary is proved, if sent by registered post, on the 14<sup>th</sup> (fourteenth) calendar day after posting and, in the case of hand delivery, on the day of delivery.

12.5 Any notice sent by telefax to either of the Parties at its telefax number shall be deemed, unless the contrary is proved, to have been received:

12.5.1 If it is transmitted on any day of the week between 09h00 and 16h00, excluding Saturdays, Sundays and South African public holidays, within 2 (two) hours of transmission;

12.5.2 If it is transmitted outside of these times, within 2 (two) hours of the commencement any day of the week between 09h00 and 16h00, excluding Saturdays, Sundays and South African public holidays, after it has been transmitted.
13. **Entire Agreement and Variations**

13.1 This Agreement constitutes the whole agreement between the Parties and supersedes all prior verbal or written agreements or understandings or representations by or between the Parties regarding the subject matter of this Agreement, and the Parties will not be entitled to rely, in any dispute regarding this Agreement, on any terms, conditions or representations not expressly contained in this Agreement.

13.2 No variation of or addition to this Agreement will be of any force or effect unless reduced to writing and signed by or on behalf of the Parties.

13.3 Neither party to this Agreement has given any warranty or made any representation to the other party, other than any warranty or representation which may be expressly set out in this Agreement.

14. **Assignment, Cession and Delegation**

Neither of the Parties shall be entitled to assign, cede, delegate or transfer any rights, obligations, share or interest acquired in terms of this Agreement, in whole or in part, to any other party or person without the prior written consent of the other, which consent shall not unreasonably be withheld or delayed.

15. **Relaxation**

No indulgence, leniency or extension of a right, which either of the Parties may have in terms of this Agreement, and which either party (“the grantor”) may grant or show to the other party, shall in any way prejudice the grantor, or preclude the grantor from exercising any of the rights that it has derived from this Agreement, or be construed as a waiver by the grantor of that right.

16. **Waiver**

No waiver on the part of either party to this Agreement of any rights arising from a breach of any provision of this Agreement will constitute a waiver of rights in respect of any subsequent breach of the same or any other provision.

17. **Severability**

In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to
be valid and enforceable.

18. **Governing Law**

The validity and interpretation of this Agreement will be governed by the laws of the Republic of South Africa.

I, the undersigned, _____________________________, herewith confirms that my position within the **Recipient** is that of _____________________________ and state that I am duly authorised to enter into this Agreement, which I herewith do, on this the _____ day, of _____________________________ 2017 by signing this Agreement, for and on behalf of the **Recipient**.

________________________
Signature for and on behalf of **Recipient**

Witnesses:

1. _____________________________  
2. _____________________________

I, the undersigned, _____________________________, herewith confirms that my position within the **Discloser** is that of _____________________________ and state that I am duly authorised to enter into this Agreement, which I herewith do, on this the _____ day, of _____________________________ 2017 by signing this Agreement, for and on behalf of the **Discloser**.

________________________
Signature for and on behalf of **Discloser**

Witnesses:

1. _____________________________  
2. _____________________________
STANDARD BIDDING DOCUMENTS

In addition to the aforementioned Annexure, the following attachments must be completed, signed and submitted together with the proposal/bid. Failure to submit these documents will lead to disqualification of the proposal/bid.

- Invitation to Bid (SBD 1);
- Tax Clearance Certificate Requirements (SBD 2);
- Pricing Schedule (SBD 3.1);
- Declaration of Interest (SBD 4);
- Preference Points Claims Form in terms of the Preferential Procurement Regulations 2011 (SBD 6.1);
- Declaration Certificate for Local Production and Content (SBD 6.2);
- Contract Form - Rendering of Services (SBD 7.2);
- Declaration of Bidder’s Past SCM Practices (SBD 8); and
- Certificate of Independent Bid Determination (SBD 9).

End.