

Request for Proposals (RFP)

Title	RFP for an Implementation Partner: Early Learning Component for the Kuyakhanya Program's Expansion in KwaZulu-Natal (KZN)		
Open to	Registered Resource and Training Organizations (RTOs), Non-Governmental Organizations (NGOs), Non-Profit Companies (NPCs), Non-Profit Organizations (NPOs), and other legally registered entities in South Africa with proven experience in Early Childhood Development (ECD) delivery.		
RFP Ref #	IRD-G/RFP/2508-01	Contact details (RFP-related queries)	procurement@ird.global
Issuance Date	29 August 2025	Submission Deadline	14 September 2025

1. Background

1.1. Introduction to IRD Global

IRD Global is a public health organization, having just celebrated its 20th anniversary, aiming to make millions of vulnerable lives meaningfully healthier. We envision a world where the most underserved, at-risk, and in-need populations have enhanced physical, mental and social well-being. IRD Global aims to do so by developing scalable health solutions rooted in evidence. Our approach centers on piloting and evaluating innovative solutions, delivering interventions, providing technical assistance, and catalyzing policy development and advocacy. We aim to improve the health and well-being of people most in need, through evidence-based and contextualized health programs. As an international non-profit organization, originated and anchored in the Global South, we nurture generations of local leaders committed to driving our mission.

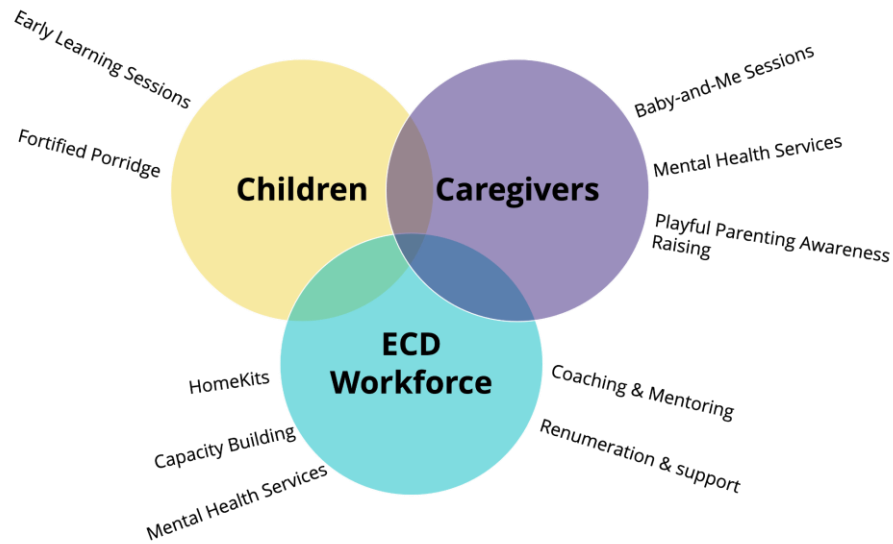
IRD Global is headquartered in Singapore and works across multiple countries, currently with country offices in Bangladesh, Pakistan, and South Africa.

1.2. Overview of the Kuyakhanya Project

The Kuyakhanya (meaning: 'there is light' in isiZulu) project combines the strengths of IRD and its collaborating partners, to build ecosystems of play for children in rural South Africa. The project focuses on children aged from birth to five years, their caregivers, and the ECD workforce - combining early learning, mental health, nutrition, community engagement, and capacity building to support and enrich a child's ecosystem.

The project utilizes a hub-and-spoke model, whereby centralised playhouses offer core integrated services mentioned above, while a community outreach arm extends this reach via upskilled local women who conduct early learning sessions in their locales through bespoke HomeKits, building well-being within remote and underserved areas in rural South Africa.

The figure below shows the service offerings across relevant beneficiaries within the social ecology of a young child, aged birth to five years.



Following a successful pilot in uMzumbe Municipality, Ugu District, KwaZulu-Natal (KZN), IRD Global is preparing to expand the Kuyakhanya model across **four** additional districts in KZN. To support this expansion, we are seeking proposals from qualified Resource and Training Organizations (RTOs), Non-Governmental Organizations (NGOs), or other relevant organizations with demonstrated experience in ECD delivery and presence in shortlisted districts to lead implementation of the early learning component in collaboration with IRD and its partners.

2. Objective

The objective of this RFP is to identify a capable and experienced partner to oversee, deliver, and support high-quality, play-based early learning services utilizing the Kuyakhanya approach of integrated services through a hub-and-spoke model offered by the Kuyakhanya consortium of partners. The hub refers to a centralized Playhouse - a centre of excellence offering integrated services and operating as the project's field office at the district-level - while spokes refer to Community Play Facilitation (CPF) sites, which could be centre-based or non-centre-based playgroups within a 50 km radius of the Playhouse. The figure below demonstrates this in simple terms:



3. Scope of Work

The selected RTO/NGO will be responsible for leading the implementation of the early learning component of the Kuyakhanya program across four shortlisted districts in KZN. The partner is expected to work in close coordination with IRD Global and the Kuyakhanya consortium, and will be responsible for the following:

3.1. Support Playhouse Establishment and ECD Centre Management

- Work closely with IRD Global and local stakeholders to identify and assess the suitability of one potential Playhouse site per district, using an agreed-upon criteria as outlined in Annexure 1.
- Provide technical input on site suitability, community integration, and readiness for ECD service delivery.
- Manage renovation of the selected Playhouse sites suitable to provide integrated service delivery (including ECD, mental health, nutrition, and programmatic operations) as per the standards defined in Annexure 1.
- Oversee the day-to-day implementation of ECD services at the Playhouse while supporting IRD and its partners with other integrated service offerings hosted in the same space.
- Ensure the Playhouse ECD centre models best practices in play-based early learning, and serves as a hub for capacity building, other integrated Kuyakhanya services, and field operations and deployment.

3.2. Identification, Onboarding, and Management of ECD Workforce

- Lead the identification, vetting, and contracting of the ECD workforce, which includes:
 - 1 ECD Centre with at least two qualified ECD Practitioners to be part of each Playhouse.
 - 60 CPF sites within a 50 km radius of each playhouse.
- Apply the established Kuyakhanya selection criteria (which includes, but is not limited to, geographic location, qualifications and/or experience, willingness to participate, site readiness, and existing learner enrollment) to propose the ECD workforce to the Kuyakhanya consortium for review and approval.
- Conduct relevant background checks and ensure compliance with safeguarding requirements, as outlined by the program.
- Ensure service agreements with each ECD workforce representative as per the terms and conditions provided by IRD Global and disburse monthly financial incentives (outlined in Annexure 2) based on quality service delivery.
- Manage and oversee early learning and nutrition supplementation delivery across the entire ECD workforce ensuring documentation, consolidation, and routine monitoring as outlined in the Kuyakhanya program's Standard Operating Procedures (SOPs).
- Provide logistical support for quarterly mentoring visits, routine monitoring visits, and community engagement activities facilitated by IRD Global and its partners as relevant with the ECD workforce; this includes coordination with sites, scheduling, and on-the-ground facilitation.
- Troubleshoot operational challenges and propose solutions to ensure uninterrupted participation and delivery of quality early learning activities and nutrition supplementation across the program's districts.

3.3. Deployment of Standardized Tools and Resources for Early Learning and Nutrition

- Support the rollout and implementation of approved ECD tools for the program, including attendance registers, lesson plans, observation templates, and others, as defined in the Kuyakhanya program's SOPs.
- Facilitate the distribution and use of program's HomeKit and other learning materials, as relevant, to ensure consistent, play-based learning across sites.
- Manage the distribution of nutrition packs provided by IRD to all ECD workforce based on child enrolment and consumption, maintaining detailed logs for consumption and quality control.
- Reinforce correct usage and expectations for tools and documentation by the ECD workforce.
- Consolidate relevant information as outlined in the Kuyakhanya SOPs and share with the point of contact assigned by IRD for quality assurance and escalation.

3.4. Support Logistics for ECD Workforce Capacity Building

- Coordinate all logistical arrangements for capacity-building activities, including the Playhouses as training venues, transportation of the ECD workforce to/from the venue, accommodation (if needed), materials, and refreshments for participants and trainers, etc.
- Maintain accurate attendance records and ensure timely communication with ECD workforce members about training schedules and expectations.
- Liaise with IRD Global and relevant training partners to ensure smooth delivery of scheduled training and refresher sessions.
- Distribute training materials, including printed manuals, learning aids, and other program resources, in-line with cohort onboarding timelines.

3.5. Documentation and Consolidation of ECD Activities

- Oversee routine data collection from the ECD workforce in alignment with IRD's Monitoring, Evaluation, and Learning (MEL) framework and plan.
- Ensure ECD activities, including but not limited to attendance and child development progress are documented according to the SOPs.
- Submit regular reports summarizing workforce performance, data quality, challenges, and field observations.
- Escalate challenges or emergencies as per the relevant authority matrices and incident forms.

3.6. Liaison Between ECD Workforce and IRD

- Act as the primary point of contact between the ECD workforce and IRD Global's Project Management Unit (PMU).
- Support communication, conflict resolution, clarification of programmatic guidance and expectations, and relay of logistical or operational needs.
- Participate in regular coordination calls and provide timely updates to IRD's regional team.

3.7. Coordination of Integrated Services

- Support integration of cross-sectoral components of the Kuyakhanya model at the site level, including:
 - Coordination of mental health screening and referral activities
 - Participation in joint service delivery, such as Baby-and-Me sessions and community events

- Alignment of nutrition supplementation with daily ECD routines
- Management of playhouse running costs, including printing materials and other resources to be used across field sites per district
- Collaborate with other consortium partners to ensure smooth scheduling, data sharing, and collective learning.

4. Target Areas and Timelines

The scope includes implementation across **four** districts in KZN. Each district is expected to cover:

- 1 Playhouse site
- 60 CPF sites

The following four rural districts have been shortlisted based on number of eligible learners (children aged birth to five years) as per census data and the number of registered ECD centres and enrollment rates as provided by the Department of Basic Education. As part of your application, please outline your organization's established and strong existing footprint (if so) in these districts.

District	Attending ECD	Not Attending ECD (%)	Total Population (under 5)	N of Registered ECD Centres	Ratio of Population to Registered ECDs
Ilembe	41,350	35,254 (46%)	76,604	222	1:333
Umzinyathi	40,544	35,794 (47%)	76,338	239	1:322
Uthungulu/ King Cetshwayo	49,038	53,831 (52%)	102,869	350	1:332
Zululand	56,922	54,648 (49%)	111,570	354	1:318

The implementation across the KZN province will take a staggered approach, with a focus on one/two districts per quarter. Below is our proposed implementation timeline:

Timeline	Q1 (Jul-Sept 2025)	Q2 (Oct-Dec 2025)	Q3 (Jan-Mar 2026)	Q4 (Apr-Jun 2026)
July 2025 - June 2026	Request for Proposals from new districts	1 new district in KZN (1 playhouse + 60 CPFs)	2 new districts in KZN (1 playhouse + 60 CPFs per site)	1 new district in KZN (1 playhouse + 60 CPFs)

5. Proposal Requirements

Interested organizations should submit a proposal (maximum 15 pages, excluding annexes) including:

5.1. Organizational Profile

- Registration, track record in ECD, and relevant certifications. Include proof of valid company/NGO registration in South Africa, SARS Tax Clearance Certificate/proof of tax compliance, and relevant sector-specific accreditations (ECD-related, if applicable).

5.2. Governance & Safeguarding

- Signed safeguarding and child protection compliance declaration and conflict of interest disclosure form. Confidentiality Undertaking and Compliance with applicable data protection regulations.

Note: Successful sub-contractors will be required to comply with some additional obligations to be added to their contracts.

5.3. Financial Due Diligence

- Latest two (2) years of audited financial statements and a bank account verification letter in the organization's legal name.

5.4. Technical Proposal

- Must provide:
 - Past Experience (At least three examples of similar projects undertaken [references encouraged including contract details for verification.])
 - Staff qualifications (CVs for key personnel, highlighting relevant ECD experience, qualifications, and certifications.)
 - ECD workforce presence (current reach, number of practitioners, and geographic footprint in the targeted districts.)
 - Onboarding mechanisms (recruitment criteria, vetting process, background checks, and safeguarding compliance.)
 - Implementation approach (step-by-step outline of how the organization will deliver the ECD component, integrate with other Kuyakhanya services, and ensure quality standards.)
 - Monitoring and evaluation (integration and deployment of Kuyakhanya programmatic tools as well as internal process monitoring and frequencies.)

5.5. Work Plan

- Must include:
 - Proposed timelines (broken down by major milestones, such as, site selection, staff recruitment, training, service delivery launch, etc.)
 - Outputs and deliverables (clearly linked to timelines and aligned with program goals.)
 - Dependencies and risk mitigation (note any external factors affecting delivery and proposed solutions.)

5.6. Language & Currency

- Proposals must be submitted in English, and all budget amounts should be quoted in South African Rand (ZAR).

5.7. Budget

- Itemized budget (ZAR) according to provided template, with justifications. Include costs for materials, capital and operational expenditure, travel, staffing, administration in accordance with the template. The budget must be linked to deliverable-based milestones. Additional guidance and conditions pertaining to the budget are provided in Annexure 2.

5.8. Insurance Coverage

- Proof of public liability and employee cover relevant to program delivery.

5.9. Consortium/Partnership Submissions

- Proposals may be submitted by a single organisation or by a consortium/partnership of organisations. Partnerships are encouraged where they add value to service delivery, for example through technical support, infrastructure provision, or other. In all cases, one lead organisation must be identified and will be contractually responsible for implementation.

Note: Incomplete submissions or missing due diligence documents will result in disqualification.

6. Evaluation Criteria

Submissions will be evaluated against the following:

Criteria	Weightage
Relevant organizational experience	30%
Capacity and readiness to deliver across 4 districts	35%
Documentation and monitoring plans	15%
Value for money	15%
Compliance readiness (due diligence completeness)	5%
Total	100%

7. Timelines

- RFP Issued:** August 29, 2025
- Questions Due:** September 4, 2025
- Proposal Submission Deadline:** September 14, 2025
- Review Period:** September 30, 2025
- Partner Selection & Notification:** October 2025

- **Anticipated Contract Start Date:** October 2025

8. Submission Details

Please submit your full proposal as a single PDF file to:

- **Email:** procurement@ird.global
- **Subject Line:** *Proposal Submission – Kuyakhanya Early Learning Implementation Partner*

Note:

- Proposals may be submitted individually or as part of a consortium/partnership, provided a lead organisation is clearly identified.
- Late submissions will not be considered; only shortlisted applicants will be contacted.
- IRD reserves the right to reject any proposal without providing reasons, negotiate scope and budget with shortlisted applicants, and re-issue the RFP if deemed necessary.
- Any attempt by a bidder to influence, directly or indirectly, the outcome of the evaluation process outside the formal process may result in immediate disqualification.
- By submitting a proposal, the bidder confirms that they have read, understood, and agreed to the Terms of Participation (Annexure 3), which form an integral part of this RFP.

9. Contact for Clarifications

All questions must be submitted in writing to procurement@ird.global by September 4, 2025. All questions must be submitted by the stated deadline, and answers will be shared in a consolidated FAQ with all interested applicants to ensure fairness.

Note: All applying organizations and any sub-contractors must comply with IRD's safeguarding, child protection, and data protection policies. All project staff are required to complete safeguarding training prior to program start.

10. Payment Terms

Payments will be milestone-based and contingent upon satisfactory delivery of agreed deliverables.

11. Right to Verification

IRD reserves the right to verify the information provided in proposals and to conduct due diligence checks before awarding a contract.

Annexure 1 - Playhouse Design Guide and Renovation Requirements

1. Project Context

IRD is working on a broader initiative to enhance early childhood development (ECD) in South Africa. This project necessitates collaboration with the Department of Basic Education, aligning with the shift in governance of ECD to this department. Significant investments have been made in the ECD sector over the past 15 years, and this project seeks to integrate efforts with existing initiatives while leveraging local expertise.

The proposed facility, a "Playhouse" will provide services for early learning, nutrition, community outreach, and caregiver mental health. It aims to create a safe and supportive environment for children aged from birth to five years while serving as a hub for capacity building, integrated services, programmatic operations, and community activities.

To support transparency within the budget ceiling, all listed requirements should be considered mandatory unless specifically marked as (Preferred). Preferred items are encouraged where feasible within budget.

2. Design Objectives and Principles

2.1. Objectives

- Provide functional spaces tailored to the developmental needs of toddlers and preschool-aged children.
- Include multipurpose areas for outreach programs and community gatherings.
- Incorporate eco-friendly and energy-efficient solutions such as rainwater harvesting and solar energy where possible.
- Design for safety, universal accessibility, and compliance with local building codes.

2.2. Principles

- Focus on ergonomic design, child-friendly materials, and vibrant yet soothing aesthetics.
- Create multifunctional areas adaptable for various activities.
- Reflect the community's cultural and environmental context in the design.
- Ensure structural durability against local environmental challenges, including storms and waterlogging.

2.3. Key Considerations

- Ensure robust drainage systems to protect the structure.
- Where structural modifications are required, a certified engineer must approve drainage and load-bearing works.
- Must incorporate usage of fire-retardant materials and design for weather resilience.
- Include rainwater harvesting systems, solar panels, or other energy efficient resources.
- Retrofit or repair stormwater channels and protective aprons as required to safeguard against flooding and structural damage.
- Ensure designs and layout accommodate long-term maintenance ease and durability.
- Confirm environmental compliance and secure any required approvals from the Department of Education.
- Conduct site assessments (including structural integrity, utilities, and compliance checks) to guide renovation plans.

- Ensure legal authorization and agreements are in place for renovations and use of the premises as a Playhouse.

3. Facility Design Features

3.1. ECD Section

Feature	Details
Classrooms	Two classrooms for toddlers (2-3 years: maximum of 30 children, 3-5 years: maximum of 50 children). Includes play-stations, storage, desks, chairs, and AV equipment.
Restrooms	Child-friendly restrooms with Enviroloo toilets (or as is appropriate), diaper stations, and handwashing areas.
Multipurpose Room	Accommodates 30 adults and is connected to a soundproof play area for up to 12 children (0-2 years).
Outdoor Play Area	Fenced and equipped with safety surfaces.
Kitchenette	Full kitchen for the ECD centre
Medical Room/Sick Bay and storage (Preferred)	Dedicated area for medical emergencies; to be used for storage purposes as well.
Reception Area	Includes a small playpen for children.

3.2. Broader Playhouse

Feature	Details
Mental Health Counseling Rooms	Two soundproof rooms accommodating up to three people each.
Administrative Office	Space for up to 10 staff members with desk allocation.
Pantry and Storage	Dry pantry and flexible storage space for supplies and furniture.
Sustainability Features (Preferred)	Rainwater harvesting, solar panels, and robust drainage systems.
Parking and Entrances	Separate pedestrian and vehicle entrances, parking for up to two vehicles.
Outdoor Multipurpose Space (Preferred)	Shaded area for community events.
Vegetable Garden (Preferred)	Designated area for gardening activities.
Waste Disposal Area	Includes regulated waste management systems.
Adult Restrooms	Ventilated improved pit toilets with handwashing stations.
Kitchenette	Facility for staff to store and eat meals, tea/coffee, refreshments.

3.3. Environmental and Safety Requirements

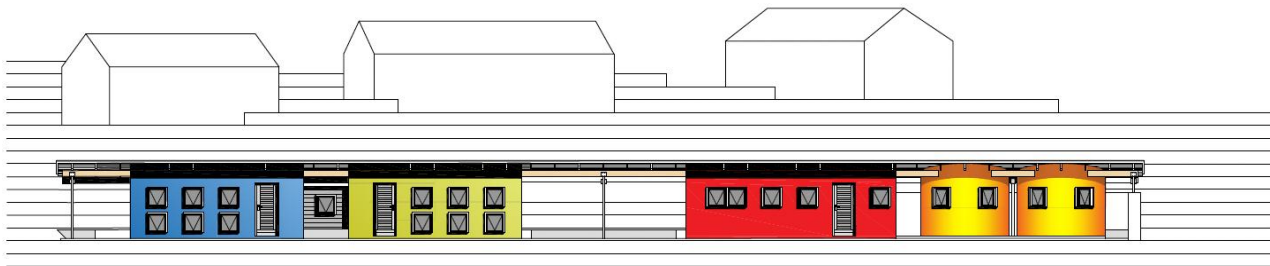
- Ramps, handrails, and inclusive design elements.
- Fire alarms, extinguishers, and evacuation plans in all rooms.
- Regular checks of buildings, drainage, and grounds to address damage promptly.

3.4. Compliance Requirements

- Adherence to the South African National Building Regulations and Building Standards Act.
- Compliance with the Department of Basic Education's ECD guidelines.
- Inclusion of fire safety measures such as alarms, extinguishers, and evacuation plans.
- All mandatory requirements must be delivered as part of the renovation. Items marked as (Preferred) may be included if feasible within the budget ceiling. Proposals should cost Preferred items separately in the financial template to allow clear comparison.

3.5. Sample

Please see below for a reference of a previously designed Playhouse - for reference only.



Annexure 2 - Financial Proposal Guidelines

The financial proposal must be prepared in accordance to the parameters and conditions provided below:

- A. Only those financial proposals will be accepted which are submitted offline as per the provided template in ZAR amounts only. The template can be downloaded from the Google Drive link below:

[Budget Template](#)

- B. Cost categories and budget line descriptions have been provided in the template. Maximum efforts should be made to map your costs according to the provided cost and budget line descriptions. In case a new budget line or cost category is added, rationale should be provided.
- C. Justification should be added for all costs added in the financial proposal.
- D. Lump sum amounts without linkage to assumptions/rationale will not be accepted. You may add a new sheet to provide details of the assumptions.
- E. A consolidated proposal for the renovation of playhouses across the four districts should be submitted.
- F. All operational costs should be included based on the staggered roll-out timeline provided earlier, divided into quarters as per the template provided.
- G. Bidders are required to clearly distinguish costs for mandatory items versus Preferred items. Preferred items should not be bundled into core costs but reflected separately to allow evaluation of cost-effectiveness.
- H. The following financial limits apply and your financial proposal must comply with these:

Cost category	Lower value	Maximum Value
Renovation & set up of 4 Playhouses	ZAR 5,600,000	ZAR 6,550,000
IT equipment & accessories	ZAR 72,000	ZAR 78,000
Direct Operating Costs of 4 Playhouses	ZAR 8,300,000 over 12 months	ZAR 9,750,000 over 12 months
Indirect Cost Recovery	NA.	Maximum 15% of Total direct costs
Personnel costs	NA.	Maximum 32% of the Total budget excluding Indirect Costs.
Travel & Transport	NA.	Maximum 8% of the total budget excluding Indirect Costs.

- I. The financial proposal should cover for incentive provided to ECD Centre at the Playhouse based on completed deliverables at a maximum rate of ZAR 22,700 / month (calculated based on minimum wage standards and time contributed by staff at the ECD centre, as well as additional space allocation or rent considerations, if any).

Such monies must be used only for Kuyakhanya Project/ Program related purposes, including but not limited to:

- Staff salaries;
- Smartphone data costs;
- Infrastructure needs; and
- Learning materials.

The ECD Centre at the Playhouse is required to maintain transparent records of such expenditure and will, upon request, make such records available to the RTO/NGO.

- J. The financial proposal should cover for incentive amount provided to CPF Site based on completed deliverables at the rate of ZAR 2,500 / month (calculated based on minimum wage standards and time contributed by personnel at the CPF site).

Such monies must be used only for Kuyakhanya Project/ Programme related purposes, including but not limited to:

- Staff salaries;
- Smartphone and data costs;
- Infrastructure needs; and
- Learning materials.

The CPF site is required to maintain transparent records of such expenditure and will, upon request, make such records available to the RTO/NGO.

Annexure 3 - Terms of Participation

1. Introduction

These Terms of Participation should be read in conjunction with the RFP Documents.

2. Conduct

- 2.1 The Supplier must abide by these Terms of Participation and any instructions given in the RFP Documents and agrees to ensure that any of its directors, office holders, staff, contractors, sub-contractors and advisers involved or connected with this RFP abide by the same.
- 2.2 The Supplier must not directly or indirectly canvass any director, officer, employee, agent or adviser of the Company regarding this RFP or attempt to obtain any information from the same regarding this RFP (except where permitted by this RFP). Any attempt by the Supplier to do so may result in the Supplier's disqualification from this RFP process.

3. Collusive Behaviour

- 3.1 A Supplier must not (and shall ensure that its directors, employees, sub-contractors and advisers do not):
 - a. Fix or adjust any element of the Proposal by agreement or arrangement with any other person, except where such prohibited acts are undertaken with persons who are participants in the Supplier's proposal;
 - b. Communicate with any person other than the Company the value, price or rates set out in the Proposal, except where such communication is undertaken with persons who are participants in the Supplier's proposal; and
 - c. Enter into any agreement or arrangement with any other person, so that person refrains from submitting a Proposal.
- 3.2 Breach by a Supplier of paragraph 3.1 will give the Company the right to disqualify the Supplier from the RFP process.

4. Right to Cancel or Vary the Procurement

- 4.1 The Company reserves the right:
 - a. To change the basis of its procedures for the RFP without notice at any time;
 - b. To amend, clarify, add to or withdraw all or any part of the RFP Documents at any time;
 - c. To vary any timetable or deadlines set out in the RFP Documents;
 - d. Not to award a contract for some or all the Goods and/or Services for which Proposals are invited; and
 - e. To cancel all or part of the RFP process at any stage and at any time.

5. Status of the RFP Documents

- 5.1 No information contained in the RFP Documents or in any communication made between the Company and the Supplier in connection with the RFP shall be relied upon as constituting a contract, agreement or representation that any contract shall be entered into in accordance with the Proposal or at all.
- 5.2 The Company shall not be committed to any course of action as a result of:
 - a. Issuing any RFP Documents;
 - b. Communicating with Supplier or their representatives, agents or advisers in respect of this RFP.
- 5.3 The RFP Documents and any attachments or references have been prepared in good faith but do not purport to be a comprehensive statement of all matters relevant to the procurement nor has it been independently verified. Neither the Company nor its advisers, directors, officers, employees or other staff or agents:
 - a. Accept any liability or responsibility for the adequacy, accuracy or completeness of the RFP Documents; or
 - b. Make any representation or warranty, express or implied, with respect to the information the RFP Documents contain nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
- 5.4 The Supplier shall form its own conclusions and make its own independent assessment of the requirements in this RFP and should seek its own financial and legal advice about the methods and resources needed to meet the Company's requirements.
- 5.5 The Company does not accept responsibility for the Supplier's assessment of the requirements of this RFP.
- 5.6 The Supplier is responsible at its own expense, for obtaining all information required to prepare its Proposal.

6. Costs

- 6.1 The Company will not reimburse any costs incurred by a Supplier (including the costs or expenses of any sub-contractors or advisers) in connection with the preparation and/or submission of the Supplier's Proposal, including where:
 - a. The procurement is cancelled, shortened, or delayed for any reason;
 - b. All or any part of the RFP Documents is at any time amended, clarified, added to, or withdrawn for any reason;
 - c. A contract for some or all of the goods and/or services for which Proposals are invited is not concluded; or
 - d. The Supplier and/or its Proposal is disqualified from participation in the procurement for any reason.

7. Confidentiality

- 7.1 Subject to the exceptions referred to in paragraph 7.2, the contents of the RFP Documents (together, the “**Information**”) are being made available to the Supplier on the condition that the Supplier:
- a. always treats the RFP Documents as confidential, unless it is already in the public domain;
 - b. does not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;
 - c. only uses the Information for the purposes of preparing a Response (or deciding whether to respond).
- 7.2 A Supplier may disclose any of the Information to its employees, advisers or sub- contractors provided that:
- a. this is done for the sole purpose of enabling the Supplier to submit a Response and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms imposed by these Terms of Participation; or
 - b. it obtains the Company's prior written consent in relation to such disclosure; or
 - c. the Supplier is legally required to make such a disclosure.
- 7.3 The Company may freely disclose information submitted by Service Providers during the procurement to its officers, employees, group companies, agents or advisers but will otherwise, subject to paragraph 7.2(c), keep the information confidential.

8. IPRs

- 8.1 All RFP Documents issued in connection with this procurement shall remain the property of the Company and shall be used by the Potential Supplier only for the purposes of this procurement.
- 8.2 The Potential Supplier grants the Company an irrevocable, perpetual, non-exclusive licence to copy, amend and reproduce any intellectual property contained within the Proposal for the purposes of carrying out this procurement.

9. Law and Jurisdiction

- 9.1 Any dispute (including non-contractual disputes or claims) relating to this procurement or the RFP Documents shall be governed and construed in accordance with the laws of the Republic of South Africa.
- 9.2 The courts of the Republic of South Africa shall have the exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this procurement or the RFP Documents (including non- contractual disputes or claims).