

**ISLAMIC RELIEF SOUTH AFRICA
TENDER: REQUEST FOR PROPOSALS FOR THE REHABILITATION OF
THANDOKWETHU PRIMARY SCHOOL – DUDU: KWAZULU-NATAL
NOVEMBER 2023**



**Tender: Request for Proposals for the Rehabilitation of
Thandokwethu Primary School – KwaZulu-Natal
November 2023**

[RFP NUMBER: ECW/NOV/2023]

Date Issued: [29 November 2023]

Extension: Closing date and time: [23 January at 16h00]

Compulsory Site Inspection: [16 January 2024 at 10h00 and 13h00]

Bid Validity Period: [120 days]

E-MAIL ADDRESS: tenders@islamic-relief.org.za

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INVITATION TO BID

YOU ARE HEREBY INVITED TO BID AS PER THE REQUEST FOR PROPOSAL OF ISLAMIC RELIEF SOUTH AFRICA					
BID NUMBER:	ECW/NOV/2023	CLOSING DATE:	13/12/2023	CLOSING TIME:	16h00
DESCRIPTION	REHABILITATION OF THANDOKWETHU PRIMARY SCHOOL – KWAZULU-NATAL				
BID RESPONSE DOCUMENTS MAY BE SENT VIA EMAIL TO:					
tenders@islamic-relief.org.za					
BIDDING PROCEDURE AND TECHNICAL ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON	Bids Representative				
TELEPHONE NUMBER					
FACSIMILE NUMBER					
E-MAIL ADDRESS	tenders@islamic-relief.org.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:		AND	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	

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1 INTRODUCTION

Islamic Relief South Africa

Islamic Relief South Africa (IRSA) is an international humanitarian and development company. It was registered as a Section 21 non-profit company in 2004.

The quality of education in South Africa remains very poor. Social inequality is the root cause of the problem, according to a report by the World Health Organisation (WHO). At present, most children coming out of schools from areas such as Dududu, Ugu District, fail to match the level of numeracy and literacy exhibited by counterparts from private and well-funded public schools. South Africa continues to face challenges in the learning infrastructures despite its status as an upper-middle-income economy. The country's schools do not meet the basic learning infrastructure requirements and have less qualified educators. As a result, learners experience learning deprivation, higher grade repetition, and dropout rates. This lack of access to safe spaces to learn and play limits the child's academic progress.

The rehabilitation of Thandokwethu Primary School is aimed at modifying and improving the School by utilizing the existing building and transforming it into an acceptable condition, enabling the building to have a functional adaptation. The project will achieve the above-mentioned aims by strengthening the capacity of Thandokwethu Primary School so that it produces quality education and functions as a safe space that equips its learners with academic, social, and emotional skills, in preparation for higher education.

2 OBJECTIVE OF THIS REQUEST FOR PROPOSAL (RFP)

The purpose of this Request for Proposal (RFP) is to invite suitable, qualified and competent bidders to submit proposals to be considered for inclusion as the preferred service provider.

This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidders required by IRSA for the rehabilitation of Thandokwethu Primary School which is situated in Dudu in KwaZulu-Natal.

This RFP does not constitute an offer to do business with Islamic Relief South Africa, but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

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3 DEFINITIONS

Bid	a Bid submitted in terms of this RFP;
Bidder	a person or persons or a special-purpose entity formed to represent individuals, groups of individuals or organisations who submit(s) a Bid in terms of this RFP;
BOQ	Bill of Quantities
CIDB	Construction Industry Development Board
IRSA	Islamic Relief South Africa;
RFP	this request for proposals;
Service	the service to be provided by the Service Provider as described in the scope of works;
Service Fee	the fee payable by Islamic Relief to the Service Provider for performing the Services;
Service Provider	the successful Bidder;

4 LEGISLATIVE FRAMEWORK OF THE BID

a. Tax Legislation

Bidder(s) must be compliant when submitting a proposal to IRSA and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

b. Technical Legislation and/or Standards

Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services.

The tender will be conducted in accordance with the terms of this RFP and the laws of the Republic of South Africa.

IRSA may cancel the tender at any time without prior notice for any reason whatsoever, and may disqualify any Bidder as provided for in this RFP. IRSA shall not incur any liability whatsoever in exercising any rights in terms of this or otherwise in terms of this RFP or the laws of the Republic of South Africa.

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IRSA reserves the right to enter into other or additional agreements for the same, similar or dissimilar services at any stage, at its sole discretion.

5 INTELLECTUAL PROPERTY RIGHTS

- 5.1 All copyright and intellectual property rights that may result as consequences of the work to be performed will be become the property of IRSA
- 5.2 The service provider must hand over all documents and information in any format, including copies thereof, that it received from IRSA or that it had access to during the assignment immediately after completion of the assignments to IRSA.

6 TIMELINE OF THE BID PROCESS

The period of validity of tender and the withdrawal of offers, after the closing date and time is 120 days. The project timeframes of this bid are set out below:

Activity	Due Date
Advertisement of bid on IRSA website	29 November 2023
Compulsory Site Inspection	16 January 2024
Bid submission closing date	23 January 2024 at 16h00

All dates and times in this bid are South African standard time.

Any time or date in this bid is subject to change at IRSA's discretion. The establishment of a time or date in this bid does not create an obligation on the part of IRSA to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if IRSA extends the deadline for bid submission (the closing date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

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7 CONTACT AND COMMUNICATION

- 7.1 A nominated official of the bidder(s) can make enquiries via email: tenders@islamic-relief.org.za. No telephonic queries will be entertained.
- 7.2 The delegated office of IRSA may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 7.3 Any communication to an official or a person acting in an advisory capacity for IRSA in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 7.4 All communication between the Bidder(s) and IRSA must be done in writing.
- 7.5 Whilst all due care has been taken in connection with the preparation of this bid, IRSA makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. IRSA, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.
- 7.6 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by IRSA (other than minor clerical matters), the Bidder(s) must promptly notify IRSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford IRSA an opportunity to consider what corrective action is necessary (if any).
- 7.7 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by IRSA will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 7.8 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.
- 7.9 The onus is on the bidder to ensure that its correspondence is received by IRSA.

8 ACCEPTANCE OF TERMS & CONDITIONS OF TENDER

- 8.1 The submission of a Bid by a Bidder implies full knowledge and acceptance of all the terms and conditions set out in this Request for Proposal, and all other documents related to this Request for Proposal.

9 LATE BIDS

Bids received after the closing date and time, to the e-mail address indicated in the bid documents, will not be accepted for consideration.

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10 COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

11 FRONTING

IRSA recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background IRSA condemns any form of fronting.

12 DUE DILIGENCE

12.1 IRSA reserves the right to conduct supplier due diligence prior to final award and at any time during the contract period. This may include but is not limited to conducting site visits at the bidder's corporate offices and requests for additional information.

12.2 The bidder is responsible for its own due diligence investigation in connection with the Service and all matters relating to this RFP. Neither IRSA nor any of its officers, employees, agents or advisers make any representation or warranty, express or implied, concerning any matter affecting the Service, other than the representations and undertakings of IRSA set out in the Service Agreement.

12.3 The service provider shall, with due care and diligence, execute and maintain the works and provide all labor, materials, equipment, transportation, and other facilities necessary to substantially complete the works by the planned completion date, and in accordance with the requirements, documents and the standards defined by it.

12.4 The service provider shall take full responsibility for the adequacy, stability, and safety of all site operations and for the security of the site itself, including the security of all materials stored or used on the site.

13 BID RULES

13.1 The Bidder(s) may not cede or assign any part of its agreement with IRSA nor subcontract any part of the work assigned to them without the prior written authorisation of IRSA.

13.2 Failure to comply with any conditions of this request for a proposal will invalidate this tender proposal.

13.3 In the event that any conflict of interest is discovered during the term of the contract, IRSA reserves the right to summarily cancel the services agreement and demand that all information, documents and property of IRSA be returned forthwith.

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- 13.4 A bidder shall, in the event of a sale, acquisition, merger, or other change of control of a bidder after submission of a bid (Change Event) where such Change Event is achieved, directly or indirectly, in a single transaction or series of related transactions, or in the event of a sale of all or substantially all of IRSA, failing which IRSA shall in its own discretion exclude the bidder from further participation in the bid process.
- 13.5 No entity may be involved, whether directly or indirectly, in more than one Bid in response to the RFP. A failure to comply with this requirement may, within the sole discretion of IRSA, result in disqualification of the relevant entity.
- 13.6 IRSA has the right to accept a Bid in whole, in part or not at all.

14 SUBMISSION OF PROPOSALS

- 14.1 Bid documents must be sent via email to tenders@islamic-relief.org.za
- 14.2 Bid documents will only be considered if received by IRSA before the closing date and time, regardless of the method used to send or deliver such documents to IRSA
- 14.3 The service provider will be a South African registered company/consultant with proven technical experience in the rehabilitation/servicing of boreholes.
- 14.4 Bidders are requested to initial each page of the tender document on the bottom right hand corner.

15 PRESENTATION / DEMONSTRATION

IRSA reserves the right to request presentations/demonstrations from the short-listed Bidders as part of the bid evaluation process.

16 DURATION OF THE CONTRACT

The project is to start and end as per the date agreed on the Service Level Agreement. The project shall not exceed six (6) months. The project shall be under the control of the designated representative(s) appointed by Islamic Relief South Africa. The designated representative(s) shall appoint one or more technical supervisors who shall be responsible for the management and direction of the project on-site and shall approve all supplied materials, works, and measurements carried out by the bidder and his team of workers on the project.

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17 SCOPE OF WORK

17.1 General Scope of Work

The bidder to will cover the costs to supply of all materials and equipment required for the rehabilitation of the school, according to the Bill of Quantities provided.

17.1.1 Remedial works to Block A consisting of 5 Classrooms, specific works include;

- Earthworks.
- Concrete formwork and reinforcements.
- Masonry, brickwork and construction of new blocks.
- Waterproofing.
- Classroom roof covering.
- Carpentry and joinery.
- Ironmongery including installation of hinges and bolts.
- Metals works.
- Ceiling partitions and access flooring.
- Glazing including glasses for classrooms.
- Cement plastering on brickwork and buildings.
- External works including digging up and removal of debris, vegetation and hedges shrubs and trees.
- Painting classroom blocks.

17.1.2 Remedial works to Block B consisting of 3 Classrooms, specific works include:

- Testing of concrete and vertical strutting.
- Brickwork and construction of new blocks.
- Waterproofing of roofs, basement, and joints.
- Carpentry and joinery including the construction of the roof and all joinery related to the construction of the new blocks.
- Ironmongery including installation of hinges and bolts.
- Metalwork's include galvanized gates.
- Ceiling, partitions, and access flooring.

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- Glazing, glasses for classroom blocks.
- Plastering including cement plastering on brickwork and building.
- External works, digging up and removal of shrubs.
- Electrical works.
- Lightening protection.

17.1.3 Remedial works to Fencing, specific works include:

- Removal of old fence including poles
- Removal of gates and other fence materials
- Erecting the fence around the school, 2.1m high “Clear-Vu” fencing comprising 600mm deep x 400mm wide 15MPa concrete foundation.

17.1.4 Bathroom and ablution facilities:

New ablution blocks for students and teachers

17.2 Bill of Quantities

Refer to Annexure B

17.2.1 Pricing instructions

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the RFP and the Drawings.

17.2.2 Quantities reflected in the schedule

The estimated quantities given in the Bill of Quantities will be subject to re-measurement during the execution of the Work.

The Works, as finally completed in accordance with the Contract, will be measured and paid for as specified in the Bill of Quantities, and the contract price for the completed contract will be computed at the relevant unit rates and prices, all in accordance with the RFP. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance will be made for waste.

17.2.3 Pricing of the bill of quantities

The Bill of Quantities may be completed in electronic format and form part of the bid submission.

The prices and rates inserted by the bidder in the BOQ must be the full inclusive prices and shall include VAT, full compensation for all costs and expenses that may be required in and for the completion of the work and

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maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Bid is based. The unit rates and prices in the BOQ shall be used as a basis for assessment of payment for additional work that may have to be carried out.

Each item shall be priced and extended to the "Total" column by the Bidder, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Bidder will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Bidder shall fill in rates for all items where the words "rate only" appear in the "Total" column. "Rate Only" items have been included where:

an alternative item or material is contemplated and may be used at the discretion of the Principal Agent;

variations of specified components in the make-up of a pay item may be expected; and

no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required.

17.2.4 Arithmetical errors & discrepancies

Arithmetical errors found in the BOQ as a result of faulty multiplication or addition during the tender evaluation will be corrected and sent to the Bidder for confirmation and the revised calculated figure shall be deemed to be the Contract Price.

17.2.5 Materials and Consumables

The service provider must procure and maintain adequate stocks of all materials and consumables necessary for the proper and timeous execution of the project. All materials must comply with the specifications referred to in this RFP or, where there is no specification for a particular item, the material or consumable in question must be of an appropriate quality and standard, be durable and fit for purpose.

The service provider must properly store, secure and care for all materials and consumables, and must maintain appropriate stock records. IRSA, or its representative, may order the service provider to remove any work or materials which it considers defective or environmentally-hazardous, and if the service provider fails to do so, may itself remove and replace defective work or materials at the service provider's cost.

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The stores and stock records referred to above must be available at all times for inspection by IRSA or its representative.

17.3 Drawings

Refer to Annexure E

18 SITE INSPECTION

There will be a compulsory briefing and site visit which must be attended by a representative of every Bidder, who is suitably qualified and experienced to comprehend the implications of the work involved. Failure to attend this will disqualify the Bidder. To this end, the Bidder's representative at this event will be required to sign an attendance register.

19 Section 1: Bidder Information

19.1 The Bidder must provide the following information in Section 1 of its Bid Submission, labelled "Section1: Bidder Information":

- 19.1.1 name, address, telephone and fax numbers and email address of the Bidder and the trading name of Bidder if different from its registered name;
- 19.1.2 the names of the directors, members or partners and their experience, areas of expertise and areas of responsibility in relation to the Service;
- 19.1.3 if the Bidder is a partnership, close corporation or company:
 - the place of registration or formation;
 - the registration number (if a company or close corporation);
 - a copy of the memorandum and articles of association, or memorandum of incorporation (or equivalent constitutional documents);
 - a copy of the shareholders' or partnership agreement;
- 19.1.4 a tax-clearance certificate of the Bidder and/or its shareholders, or if not available, a copy of the application thereof and proof of its submission;
- 19.1.5 the last two years' audited annual financial statements if the bidder is a company or 2 years financial statements if a sole proprietor
- 19.1.6 proof of registration of the bidder and its subcontractors on the National Treasury Central Supplier Database;
- 19.1.7 Letter of Good Standing from the Compensation Commissioner;
- 19.1.8 Letter of intent to provide a Construction Guarantee for the Works;
- 19.1.9 Submission of a valid letter of good standing from the banking institution of the bidder, not older than 3 (three) months;
- 19.1.10 Proof of relevant qualifications of the lead technical member as well as the proposed technical team members;
- 19.1.11 Valid proof of registration with CIDB (Construction Industry Development Board) at least Level 4

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19.1.12 The Company must be registered and recognized for their proficiency in construction.

20 Section 2: Bidder's experience, proposed method statements & resources

The Bidder must provide the undermentioned information in Section 2 of its Bid submission, labelled *Section2: Bidder's experience, proposed method statements & resources*. Each of the items listed must be addressed in sufficient detail to satisfy the requirements of this Request for Proposal. It must be clearly demonstrated that the proposed operation has been thought through, is logical and will be effective.

General information about the proposed operation –
describe or explain:

Technical Expertise (25 points);

- 20.1 Demonstrate experience in construction in similar e.g. rehabilitation of schools, hospitals, health centers, police stations and other related building works
- 20.2 Registration of bidder with CIDB at least at Level 4
- 20.3 The proposed staffing structure (number of people, positions, qualifications and years' experience, generally and the extent of local knowledge if any). (Returnable tables in Annexure A2 and A3)
- 20.4 Past performance on similar projects, including successful completion and client satisfaction. At least 3 (three) reference letters is required. (Format of reference letter in Annexure A1) and at least 5 (five) projects of the bidder's current and past experience (Format in Returnable Table A4)
- 20.5 CVs of the parties and persons who will be in active control of the operation, demonstrating compliance with the following requirements:
 - 20.5.1 a minimum of 5 to 10 years' experience for:
 - 20.5.1.1 the contracts manager;
 - 20.5.1.2 the site agent; and
 - 20.5.2 a minimum of 2 years' experience for:
 - 20.5.2.1 the health and safety officer;
 - 20.5.2.1 the quality-assurance officer

Methodology and Approach (25 points) –

- 20.6 Clarity & effectiveness of proposed rehabilitation and construction methodology and approach
- 20.7 A cogent business plan for executing and undertaking the rehabilitation of Thandokwethu School
- 20.8 Innovative techniques or technologies proposed for efficient & effective rehabilitation
- 20.9 Adherence to health & safety & environmental standards during drilling operations

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Project Management (20 points) -

- 20.10 Proposed project implementation plan, including timeline from mobilisation & milestones to substantial completion of works to achieve the stated timeline. This must be in the form of a Gantt chart together with a brief discussion outlining the principles used and assumptions made in developing the plan
- 20.11 Allocation of resources & equipment management. The bidder shall indicate all the necessary machinery, tools, labour force, vehicles and technical equipment necessary for the proper execution of the works, with consideration for concurrent operations where need arises
- 20.12** A quality assurance plan must be included, which outlines processes, procedures and associated resources, applied by whom and when, to meet the requirements, and which indicates how risks will be managed and what contribution would be made regarding value management
- 20.13** Health and Safety plans and environmental standards that would be adopted during the project

Cost Effectiveness (15 points) -

- 20.14 Competitive & reasonable pricing that realistically reflects the proposed methods and standards of service
- 20.15 Transparency & accuracy of cost estimates, including breakdown of services
- 20.16 Value for money in terms of the proposed quality of work & deliverables

Compliance and Legal Requirement (10 points) -

- 20.17 Compliance with all relevant legal & regulatory requirements
- 20.18 Possession of the necessary building permits, licences and public liability insurance
- 20.19 Understanding & adherence to the terms & conditions outlined in the tender documents

Sustainability and Social Responsibility (5 points) -

- 20.20 Consideration of environmental impact & sustainable practices during the operations
- 20.21 Inclusion of social & community development initiatives

21 EVALUATION AND SELECTION CRITERIA

IRSA has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

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Pre-qualification Criteria (Gate 0)	Technical Evaluation Criteria (Gate 1)	Price (Gate 2)
Bidders must submit all documents as outlined in paragraph 17.1 (Table 1) below. Only bidders that comply with ALL these criteria will proceed to Gate 1.	Bidder(s) are required to achieve a minimum of 70 points out of 100 points to proceed to Gate 2 (Price).	Bidder(s) will be evaluated out of 100 points and Gate 2 will only apply to bidder(s) who have met and exceeded the threshold of 70 points.

21.1 Gate 0: Pre-qualification Criteria

Without limiting the generality of IRSA's other critical requirements for this Bid, bidder(s) must submit the documents listed in **Table 1** below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

Table 1: Documents that must be submitted for Pre-qualification

Document that must be submitted	Non-submission may result in disqualification?	
Tax Clearance Certificate	YES	Tax clearance certificate and/or PIN
CIDB	YES	Bidder must have at least Level 4
Declaration of Interest – SBD	YES	Complete and sign the supplied pro forma document. Annexure C
Certificate of Independent Quotation Determination	YES	Complete and sign the certificate in Annexure D
Accreditations and certificates	YES	Proof of accreditations and copies of certificates relating to the construction industry
Submission of Company Profile	YES	Complete company profile as per requirements in Clause 18
Relevant qualifications	YES	Proof of qualifications and completed courses for the technical leader, technical team members
Letter of Good Standing with the banking institution	YES	The letter must not older than 3 (three) months.

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Financial statements	YES	2 years' audited annual financial statements if a company or 2 years annual financial statement if a sole proprietor
Returnable Tables	YES	Tables (a), (b) and (c)
Reference/Recommendation letters	YES	Minimum 3 (three) recommendation letters. Annexure A1
The bidder's past and current experience	YES	Minimum experience in 5 (five) projects. Annexure A4
Site Inspection	YES	The bidder must attend the compulsory site inspection
Pricing Schedule	YES	Submit full details of the pricing proposal as per Annexure B (link to access the BOQ provided)

21.2 Gate 1: Technical Evaluation Criteria = 100 points

All bidders are required to respond to the evaluation criteria scorecard and compliance checklist.

Only Bidders that have met all the requirements in terms of compliance and completeness of the submitted proposal as per the above mandatory requirements in the Pre-Qualification Criteria in (Gate 0) will be evaluated in Gate 1 for functionality. Functionality will be evaluated as per the table below:

Functionality Criteria as per Section 18	Maximum Weighting Score
Technical Expertise	25
Methodology and Approach	25
Project Management	20
Cost Effectiveness	15
Compliance & Legal Requirements	10
Sustainability & Social Responsibility	5
OVERALL COMBINED POINTS	100

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21.3 Gate 3: Price = 100 points

Only Bidders that have met the 70 point threshold in Gate 1 will be evaluated in Gate 3 for Price.

Price Evaluation

21.3.1 Bidders must submit their Pricing Schedule (Bill of Quantities) as per Annexure B.

21.3.2 The service provider is required to advise IRSA of any new professional staff members appointed during the contract term to attend to IRSA' instructions and shall furnish IRSA with a short CV, including the appointee's applicable category, prior to such new appointee commencing work on a IRSA matter.

21.3.3 Due diligence tests for reasonableness of price:

IRSA conducts fair market-related pricing tests to arrive at an opinion of reasonableness of the bid price offered. Where these tests reflect defective pricing or pricing outside of the fair market-related price range or outside the budget reserved by IRSA, the evaluators will recommend price negotiation with the winning bidder to bring the price within the fair market-related price range as tested.

Where the winning bidder does not want to participate in the price negotiation or provide a fair market-related price, IRSA cancels the award and commences price negotiations with the second bidder in the price/preference ranking.

22 SERVICE LEVEL AGREEMENT

22.1 Upon award IRSA and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by IRSA, more or less in the format of the draft Service Level Indicators included in this tender pack.

22.2 IRSA reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.

22.3 Bidder(s) are requested to:

22.3.1 Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;

22.3.2 Explain each comment and/or amendment; and

22.3.3 Use an easily identifiable colour font or "track changes" for all changes and/or amendments to the Service Level Indicators for ease of reference.

22.4 IRSA reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to IRSA or pose a risk to the organisation.

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23 SPECIAL CONDITIONS OF THIS BID

IRSA reserves the right:

- 23.1 To award this tender to a bidder that did not score the highest total number of points.
- 23.2 To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- 23.3 To accept part of a tender rather than the whole tender.
- 23.4 To carry out site inspections, service evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- 23.5 To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 23.6 To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 23.7 Award to multiple bidders based either on size or geographic considerations.

24 DECLARATION OF BIDDER

In the Bidder's Technical response, bidder(s) are required to declare the following:

- 24.1 Confirm that the bidder(s) is to: –
 - 24.1.1 Act honestly, fairly, and with due skill, care and diligence, in the interests of IRSA;
 - 24.1.2 Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
 - 24.1.3 Act with circumspection and treat IRSA fairly in a situation of conflicting interests;
 - 24.1.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business;
 - 24.1.5 Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with IRSA;
 - 24.1.6 Avoidance of fraudulent and misleading advertising, canvassing and marketing;
 - 24.1.7 To conduct their business activities with transparency and consistently uphold the interests and needs of IRSA as a client before any other consideration; and

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24.1.8 To ensure that any information acquired by the bidder(s) from IRSA will not be used or disclosed unless the written consent of the client has been obtained to do so.

25 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

25.1 IRSA reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management:

25.1.1 engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;

25.1.2 seeks any assistance, from any employee, advisor or other representative of IRSA in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to IRSA;

25.1.3 makes or offers any gift, gratuity, anything of any value or other inducement, to IRSA's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

25.1.4 accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a IRSA;

25.1.5 pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to IRSA;

25.1.6 has in the past engaged in any matter referred to above; or

25.1.7 has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed.

26 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

26.1 The bidder should note that the terms of its tender will be incorporated in the proposed contract by reference and that IRSA relies upon the bidder's tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

26.2 It follows therefore that misrepresentations in a tender may give rise to service termination and a claim by IRSA against the bidder notwithstanding the conclusion of the Service Level Agreement between IRSA and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

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27 PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing IRSA, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

28 INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, IRSA incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds IRSA harmless from any and all such costs which IRSA may incur and for any damages or losses IRSA may suffer.

29 PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

30 LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. IRSA shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

31 GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

32 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that IRSA allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and IRSA will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

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33 CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with IRSA's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by IRSA remain proprietary to IRSA and must be promptly returned to IRSA upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure IRSA's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

The Bidder(s) will be required to sign confidentiality and/or indemnity agreements with IRSA

The bidder undertakes, at any time during the term of its appointment and after any termination or cancellation thereof, directly or indirectly disclose, or directly or indirectly use, whether for its own benefit or that of any other person any confidential information of IRSA including that of or any information relating to its clients, customers, suppliers, donors, sponsors or agents.

34 IRSA PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any IRSA proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

35 AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid, IRSA may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

36 REPORTING

36.1 Regular weekly written feedback must be given to the Project Manager, or his/her nominee on all matters received from IRSA with the service provider, at no costs to the IRSA.

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- 36.2 The service provider will report to the Islamic Relief Project Manager/representative when they are on-site.
- 36.3 The service provider shall institute an appropriate inspection system including control tables of duties to ensure the predetermined duties are carried out by the staff. Any shortcomings and/or substandard conditions noted in such inspections shall be promptly corrected and improved; any conditions beyond the responsibility of the service provider shall be brought to the attention of the IRSA Project Manager/representative on site for disposition.
- 36.4 The service provider must submit a monthly written report to the IRSA representative, and a copy thereof to IRSA, in a format approved by IRSA traversing at least the following:
- 36.4.1 any ad hoc report on specific issues requested by IRSA;
- 36.4.2 progress against the approved programme;
- 36.4.3 particulars of any delays encountered or anticipated;
- 36.4.4 an inventory of stores and consumables on hand;
- 36.5 Failure to record and provide these reports may result in delayed payment. No claims will be entertained if payment is delayed due to the late or non-submission of these reports.

37 PAYMENT

Payment of service by IRSA will be effected within 30 (thirty) days from date of receipt of an acceptable tax invoice, together with the payment certificate, reports and supporting documentation.

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Annexure A1

Reference Letter

Request for Proposal No: _____

Name of Bidder: _____

Service Category: _____

BIDDER'S REFERENCE LETTER TEMPLATE

(CLIENT'S LETTERHEAD)

[Date]

To whom it may concern

[Bidder's name] has been rendering / rendered the following services to [client's name] since [date] / during the period from [start date] to [end date] and [client's name] hereby gives [bidder's name] an overall assessment of [poor/average/excellent] for services rendered.

[Insert the services rendered]

Should you require any further information in this regard please do not hesitate to contact the writer hereof.

Sincerely,

Full name:

Designation:

Telephone Number:

Email address:

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Annexure A2
Returnable Table (a)

BIDDER'S TEAM LEADER EXPERIENCE:

Table (a) details of the team leaders current and past experience in the service categories the bidder is bidding for

Name	Years of experience	Position / Designation	Qualifications	Relevant Experience	
				Project details and relevant period	Description of services rendered and extent of the team leader's responsibility

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Annexure A3

Returnable Table (b)

BIDDER'S LIST OF TEAM MEMBER'S EXPERIENCE:

Table (b) list of the team member's current and past experience in the service categories the bidder is bidding for:

Name	Years of experience	Position / Designation	Qualifications	Relevant Experience	
				Project details and relevant period	Description of services rendered and extent of the team member's responsibility

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Annexure A4

Returnable Table (c)

BIDDERS CAPACITY:

Table (c) details of the bidders current and past experience

Client Name	Transaction Description	Transaction Value	Project period (Start and End Dates)	Description of service performed and extent of Bidder's responsibilities

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Annexure B

BILL OF QUANTITIES/PRICING SCHEDULE

The Bill of Quantities can be accessed on the following link:

<https://drive.google.com/drive/folders/1y0TQxZv9dROWaOdm8VjxP2GyLztMIYT6?usp=sharing>

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Annexure C

DECLARATION OF INTEREST

1. Any legal person, including persons employed by Islamic Relief South Africa (IRSA), or persons having a kinship with persons employed by Islamic Relief South Africa, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by IRSA, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-

- the bidder is employed by IRSA; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:
.....

2.3 Position occupied in the Company (director, trustee, shareholder):.....

2.4 Company Registration Number:
.....

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2.5 Tax Reference Number:

.....

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee numbers must be indicated in paragraph 3 below.

2.7 Are you or any person connected with the bidder presently employed by IRSA **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Position occupied in IRSA:

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by IRSA, did you obtain **YES / NO**
the appropriate authority to undertake remunerative
work outside employment of IRSA?

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

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2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with IRSA in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by IRSA and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by IRSA who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

.....

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.....
.....

Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT IRSA MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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Annexure D

CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

1 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, entities, or a decision by an association of entities, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.

38 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when quotations are considered, reasonable steps are taken to prevent any form of quotation-rigging.

39 In order to give effect to the above, the attached Certificate of Quotation Determination must be completed and submitted with the quotation:

CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

I, the undersigned, in submitting the accompanying quotation:

in response to the invitation for the quotation made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying quotation will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying quotation, on behalf of the bidder;
4. Each person whose signature appears on the accompanying quotation has been authorized by the bidder to determine the terms of, and to sign the quotation, on behalf of the bidder;

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5. For the purposes of this Certificate and the accompanying quotation, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a quotation in response to this quotation invitation;
 - (b) could potentially submit a quotation in response to this quotation invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a quotation;
 - (e) the submission of a quotation which does not meet the specifications and conditions of the quotation; or
 - (f) bidding with the intention not to win the quotation.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this quotation invitation relates.
9. The terms of the accompanying quotation 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.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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Annexure E

DRAWINGS

The drawings can be accessed on the following link:

<https://drive.google.com/drive/folders/1y0TQxZv9dROWaOdm8VjxP2GyLztMIYT6?usp=sharing>