



**REQUESTS FOR PROPOSALS FOR THE APPOINTMENT OF A REMEDIAL WORKS CONTRACTOR FOR THE RECTIFICATION OF IDENTIFIED HOUSES WITHIN THE OVISTON TOWNSHIP IN THE EASTERN CAPE PROVINCE ON BEHALF OF THE NHBRC**

**RFP NO.:** NHBRC 27/2017

**CLOSING DATE:** 22 February 2017

**TIME:** 11:00 am

**COMPULSORY BRIEFING SESSION**

**DATE:** 08 February 2017

**TIME:** 11:00 am

**VENUE:** Oviston Community Centre, Joe Gqabi Municipality, Eastern Cape Province

## 1. TERMS AND CONDITIONS

**This Request for Proposal (RFP) has been compiled by the NHBRC and it is made available to the Bidders on the following basis; and**

**Bidders submitting a Bid in response to this RFP are deemed to do so, on the basis that they acknowledge and accept the terms and conditions set out below:**

- 1.1 The NHBRC reserves the right to amend, modify or withdraw this RFP or amend, modify or terminate any of the procedures or requirements set out herein at any time (and from time to time), without prior notice and without liability to compensate or reimburse any person.
- 1.2 The NHBRC reserves the right to carry out site inspections or call for supporting documentation in order to confirm any information provided by a Bidder in its RFP Bid.
- 1.3 This RFP is not intended to form the basis of a decision to enter into any transaction involving the NHBRC, and does not constitute an offer or recommendation to enter into such transaction, or an intention to enter into any legal relationship with any person.
- 1.4 A Bid submitted in response to this RFP will constitute a binding offer which will remain binding and irrevocable for a period of 90 Days from the date of submission to the NHBRC. The offer constituted by the Bid will be deemed not to have been accepted and no agreement will be deemed to be reached with any Bidder, unless and until a definitive Agreement and other related transaction documents are concluded between the NHBRC and the Preferred Bidder.
- 1.5 The distribution of this RFP outside the Republic of South Africa may be restricted or prohibited by the laws of other countries. Recipients of this RFP are advised to familiarize themselves with and comply with all such restrictions or prohibitions applicable in those jurisdictions, and neither the NHBRC, nor any of their respective directors, officers, employees, agents, representatives or advisors, accepts liability to any person for any damages arising out of or in connection with the breach of any restriction or provision outside the Republic of South Africa. Persons contemplating submitting a Bid are advised to obtain legal advice as to the possible

consequences thereof in terms of the law of the jurisdictions in which they are located.

- 1.6 Recipients of this RFP document may only distribute it to other parties whom they wish to involve as part of their Bidder consortium in submitting a Bid.
- 1.7 Neither the NHBRC nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligation for any costs or expenses incurred by any party in or associated with preparing or submitting a Bid in response to the RFP.
- 1.8 No entity may be involved, whether directly or indirectly, in more than one Bid in response to this RFP. A failure to comply with this requirement may, within the sole discretion of the NHBRC, result in disqualification of the relevant entity.
- 1.9 Any material change in the control and/or composition of any Bidder or any core member of a Bidder after submission of a Bid, shall require the prior written approval of the NHBRC, and any failure to seek such approval from the NHBRC shall result in the NHBRC being entitled, in its sole discretion, to exclude the relevant Bidder from any further participation in the bid process. The NHBRC shall be the sole arbiter as to what constitutes a “material change in the control and/or composition of any Bidder”, and as to what constitutes a “core member of a Bidder” for purposes of such approval. Any request for such approval shall be made to the NHBRC’s Supply Chain Management in writing and shall provide sufficient reasons and information to allow the NHBRC to make a decision. The NHBRC reserves the right to accept or reject any such request for approval at its sole discretion.
- 1.10 Compulsory Briefing Session: A compulsory briefing session will be held, the sharing of information and clarifications of issues related to this Bid, as given by the NHBRC during such session will form part of this Bid and responses.
- 1.11 Any requirement set out in this RFP that stipulates the form and/or content of any aspect of a Bid, is stipulated for the sole benefit of the NHBRC, and save as expressly stated to the contrary, may be waived by the NHBRC in its sole discretion at any stage in the RFP process.
- 1.12 The NHBRC and its advisors may rely on a Bid as being accurate and complete in relation to the information and proposals provided therein by the Bidders.
- 1.13 All Bids submitted to NHBRC will become the property of the NHBRC and will as such not be returned to the Bidder. The NHBRC will make all reasonable efforts to maintain proposals in confidence. Proprietary information should be identified as such in each proposal.

- 1.14 If the NHBRC amends this RFP, the amendment will be sent to each Bidder in writing or publicized as the case may be. No oral amendments by any person will be considered or acknowledged.
- 1.15 The Bid submitted by the bidder shall be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, or irregularities of any kind. However, the NHBRC reserves the right to waive any irregularities and to make award in the best interest of the company.
- 1.16 The NHBRC reserves the right to accept or reject in part or whole any bid submitted, and to waive any technicalities for the best interest of the company.
- 1.17 RFP's shall be rejected, among other reasons, where bids are received after the closing date and time as specified in the RFP.
- 1.18 Potential bidders shall be disqualified and their bids not considered among other reasons, for any of the following specific reasons:
  - 1.18.1 If the SCM Mandatory Documents are not submitted and completed (as per checklist)
- 1.19 The NHBRC reserves the right to require that any bidder provide a formal presentation of its RFP at a date and time to be determined by the NHBRC. The NHBRC shall provide all instructions and clarification regarding the purpose and scope of the demonstration. All expenses must be borne by the bidder.
- 1.20 All costs associated with the preparation and submission of the Bid is the responsibility of the Service provider(s). The costs shall not be chargeable to the NHBRC by successful or unsuccessful Bidder.
- 1.21 This document is released for the sole purpose of responding to this RFP and must be considered confidential. In addition, the use, reproduction or disclosure of the requirements, specifications or other material in this RFP is strictly prohibited.
- 1.22 Prospective Bidders are encouraged to register on National Treasury Central supplier database
- 1.23 All Bids must be formulated and submitted in accordance with the requirements of this RFP.
- 1.24 Joint Building Contracts Committee (JBCC) Principle building agreement may be signed between the NHBRC and the successful bidder.

## 2. BACKGROUND

### 2.1. ABOUT THE NHBRC

2.1.1 The mandate of the National Home Builders Registration Council (NHBRC) is in accordance with the Housing Consumers Protection Measures Act (Act No. 95 of 1998) providing warranty protection against defects in new homes. The Act states that the objects of the Council which are inter alia as follows:

- “to regulate the home building industry”;
- “to establish and promote ethical and technical standards in the home building industry”; and
- “To improve structural quality in the interests of housing consumers and the home building industry”.

The Council is furthermore empowered by the Act:

- “to engage in undertakings to promote improved structural quality of homes constructed in the Republic;
- ”to engage in undertakings to improve ethical and technical standards in the home building industry;
- “to keep a record of competent persons”; and
- “To generally do all things necessary or expedient to achieve its objects and the objectives of this Act.”

2.1.2 The NHBRC's primary mandate is to manage the risk of structural defects in the home building industry and in so doing, protect the consumer. A prime activity of the NHBRC is to manage its risk exposure in terms of the warranty scheme, in order to ensure that it is not unduly exposed to claims. The current risk management tools being used by the Council include the Registration of Home Builders, enrolment and inspection of homes, the Home Building Manual which incorporates design and construction rules, and the appointment of competent persons by the Home Builder to perform certain tasks.

2.1.3 The National Home Builders Registration Council is a statutory body with the responsibility to provide warranty cover (protection) and regulatory services to the home-building industry. This is done in terms of the Housing Consumers Protection Measures Act (No 95 of 1998). It is the NHBRC's mandate to provide protection to housing consumers against defined defects and to regulate the home building industry. Our mandate determines our

scope of business as well as the principles and area of business in which we operate. As a consequence our business is focused on specific business models in defined geographical areas with specific business objectives for all South African Housing Consumers.

The NHBRC is a medium sized organization with a staff complement of 650 employees. The NHBRC's head office is located in Sunninghill, Gauteng with 9 regional offices of varying size, and 12 satellite offices.

### **3. PROJECT OVERVIEW**

#### **3.1 Purpose**

The main objective of the bid is to appoint a remedial works contractor in the built environment for the rectification of identified properties within the Oviston Township in the Eastern Cape Province on behalf of the NHBRC

#### **3.2 Business Objectives**

The NHBRC is a statutory body established in terms of the Housing Consumer Protection Measures Act (HCPMA – Act 95 of 1998 as amended). The NHBRC is mandated to provide protection to housing consumers against defined defects and to regulate the home building industry.

The Government granted the NHBRC exclusive rights to offer housing consumers a five year standard home warranty against major structural defects throughout the Republic of South Africa

The NHBRC is in the business of registering homebuilders on its database and to enroll new homes in order to provide protection against structural defects in terms of the HCPMA.

In the absence of the registered Home Builder that enrolled the property for warranty cover, the NHBRC is mandated to rectify major structural distress reported within 5 years following first occupation and will fix roof leaks that manifest within the first 12 months following occupation

#### **3.3 Scope of Works**

The NHBRC seeks to appoint a service provider for the rectification of identified houses within the Oviston Township in the Eastern Cape Province. A total of 58 houses must be rectified, which is broken down as follows:

##### **3.3.1 Demolishing of existing and Construction of New Houses**

The construction of 38 houses which are 40 square meters in size. The existing 38 houses should be demolished complete and rebuilt on a raft foundation, the walls are constructed with cement stock maxi-bricks and the roof is corrugated iron sheet.

The works will include preparation of platforms for the construction of the new raft foundations.

### **3.3.2 Completion of Houses at different stages of Construction**

Completion of 20 houses which are at different stages of construction as listed below;

- a. There are 8 houses at wall plate level with only walls standing;
- b. There are 8 houses at partially completed stages that require intense renovation to meet the SANS10400 building standards, the project manager will confirm with the contractor work to be done before the work starts on the 8 houses.
- c. A total of 4 raft foundations with no superstructure constructed.

### **3.3.3 Provision of Temporary Accommodation**

The 58 Houses are currently occupied by families and they must be evacuated before construction, and a once off fixed temporary accommodation fee allowance has been provided in the bill of quantities

Detailed Bill of Quantities details have been provided for points 3.3.1 – 3.3.3 above.

## **3.4 Project Information**

- The Township is currently occupied by beneficiaries and the appointed contractor together with the NHBRC will make suitable arrangements to carry out the works in a manner that will not inconvenience the occupants. A maximum period of one month has been allowed to the contractor for this, if this period is exceeded, the additional financial implication will be borne by the contractor.
- Any weekend or after hours work can only be carried out with the permission of the NHBRC.
- The remedial works contractor must confirm if there are any potential or identified conflicts before commencing with any work
- The contractor has an obligation to utilize a competent person ( as defined by SANS 10400 and as specified by the NHBRC technical guidelines) to certify all completed units, in the case of demolish and rebuild or rectification
- The site of the works is located at Venterstad, which is 118km west of Aliwal North.



### 3.5 Project Schedule

The successful bidder will be expected to complete the project within 25 weeks from the date of site handover.

## 4. TECHNICAL DATA TO BE SUBMITTED BY BIDDER

### 4.1 Required Information

The NHBRC requires the services of interested and competent remedial works contractors in the built environment that are registered with the NHBRC.

#### 4.1.1 Technical Mandatory requirements

- Kindly provide a valid NHBRC Registration certificate
- Kindly attach a letter of Intent of Performance Guarantee

The bidder must attach to this page an original letter from a Bank or a FSB or NCR registered financial institution with whom he has made the necessary arrangements, to the effect that the said institution will be prepared to provide the required performance guarantee when asked to do so.

- Attendance of Compulsory Site Visit

### 4.2 Functionality documents to be submitted

The following is what is required to be submitted by the bidders.

4.2.1 During the last five (05) years, the bidder must have housing subsidy projects of a minimum of 80 units per project. The bidder must submit a summary of the projects and contract value. For each of these projects, the bidder must provide a completion certificate or letter issued by the client or project sponsor. Kindly use the format below as a guide for the information required.

Name of project:

Name of Client:

Client Contact Details

Contact person:

Role in Project:
Contact Tel No:
Contact Cell:
Project Start Date:
Project Completion Date:
Number of Units:
Contract Amount (incl. VAT):
Summary of Project (maximum 200 words).
<b><u>Note:</u> Please attach a completion letter on company letter head from the client indicating successful completion of the project as per the client's brief.</b>

#### 4.2.2 Project Team

You are requested to provide an organogram of the project team that includes skilled and unskilled labourers. You are required to utilize local labour.

#### 4.2.3 Construction Plan

The bidder is required to provide a construction plan that will indicate project deliverables against a timeframe for completion. This is considered to be a draft document and may be revised on appointment.

#### 4.2.4 Construction Manager

Kindly provide concise curriculum vitae (cv) of the Construction manager, The cv should only with specific experience in home building related projects. You are welcome to attach copies of qualifications as well.

#### 4.2.5 Joint Ventures/Partnerships/Consortiums etc

In cases where there is a Joint Ventures/Partnerships/Consortiums etc intend to bid for this project, **each party must:**

- be registered with the NHBRC
- be in good standing with SARS
- a separate SBD 4 and SBD87 must be completed for each party
- The other functional, SCM mandatory requirements and BEE certificate can be a consolidated submission.
- The original JV agreement must be submitted (where applicable)

### 4.3 Rates and prices

The contractor will be required to price the attached Bill of Quantities, all rates and prices is subject to acceptance by the Quantity Surveyor, Regional Engineer and Technical Manager where applicable. The NHBRC reserves the right to balance rates. The Total bid price as indicated in the final summary must be carried over to standard bidding document 1 (SBD1).

The Following Bill of Quantities are included:

- Demolish and Rebuild: Bills 1-14
- Partially Built : Bills 1-12
- Preliminaries and Generals : Bill 1
- Final Summary

## 5. TECHNICAL AND PRICE EVALUATION CRITERIA

5.1 In accordance with the NHBRC Supply Chain Management Policy, the bid evaluation process shall be carried out in three (03) stages namely:

### Stage 1: Compliance check of Mandatory Requirements

As per SCM Mandatory Checklist

The following documents as listed below are required to be made available with the distribution of the RFP:

DOCUMENTS TO BE SUBMITTED			
No.		Please note; the items marked with an (X) are mandatory requirements and failure to meet the requirements may result in your bid being disqualified.	Yes/No
1.	X	SBD1 Invitation to bid which must be signed and thoroughly completed.	
2.	X	SBD2 Tax Clearance Certificate which must be valid.	
3.	X	SBD 4 Declaration of interest must be signed and thoroughly completed.	
4.	X	SBD 6.1 Preference claim form must be signed and thoroughly completed regardless if points are claimed or not.	
5.	X	SBD 8 Declaration of Bidder's past supply chain management	

		practices must be signed and thoroughly completed.	
6.	X	SBD 9 Certificate of independent bid determination must be signed and thoroughly completed.	
7.	X	Kindly attach a copy of a valid NHBRC Registration Certificate	
8.	X	Kindly attach a letter of Intent of Performance Guarantee The bidder must attach to this page an original letter from a Bank or a FSB or NCR registered financial institution with whom he has made the necessary arrangements, to the effect that the said institution will be prepared to provide the required performance guarantee when asked to do so.	
9.	X	Attendance of compulsory briefing session (site visit)	

**Stage 2: Functionality in terms of the set technical evaluation criteria**

The following values will be applicable when evaluating the bid

**5=Excellent 4=Very good 3= Good 2= Average 1= Poor 0= Non-compliance**

No.	Evaluation Criteria	Description	Weight
1	Refer to Para 4.2.1	<p><b>Previous Projects</b></p> <p><b>Bidder to indicate previous subsidy projects completed in the last five (05) years of a minimum of 80 housing units per project</b></p> <p>Rating Scale</p> <p>0 Projects = 0 Points</p> <p>1 Project of 80 units or more per project = 1 Point</p> <p>2 Projects of 80 units or more per project = 2 Points</p> <p>3 Projects of 80 units or more per project = 3 Points</p> <p>4 Projects of 80 units or more per project = 4</p>	40

		<p>Points</p> <p>5 Projects of 80 units or more per project = 5 Points</p> <p><b>Points will be allocated on submission of completion certificates or completion letter from the client per project</b></p> <p><i>The NHBRC reserves the right to verify the validity of the document submitted.</i></p>	
2	Refer to Para 4.2.2	<p><b>Project team</b></p> <p>Kindly provide a detailed organogram with skilled and semi- skilled labourers</p> <p>Non Submission = 0 points</p> <p>Submission of suitable organogram = 5 points</p>	15
3	Refer to Para 4.2.3	<p><b>Draft Construction Plan</b></p> <p><b>Detailed construction plan to be provided with a clear timeframes linked to tasks.</b></p> <p>Rating Scale</p> <p>No Submission = 0 Points</p> <p>Submission of construction plan with a timeframe of more than 40 weeks = 0 Points</p> <p>Submission of construction plan with a timeframe = 40 weeks or less = 1 Point</p> <p>Submission of construction plan with a timeframe = 35 Weeks or less = 2 Points</p> <p>Submission of construction plan with a timeframe = 30 weeks or less = 3 Points</p> <p>Submission of construction plan with a timeframe = 25 weeks or less = 4 Points</p> <p>Submission of construction plan with a timeframe of less than 25 weeks = 5 Points</p>	30
4	Refer to Para 4.2.4	<p><b>Construction Manager</b></p> <p><b>Kindly provide concise curriculum vitae of the</b></p>	15

		<p><b>Construction manager with specific experience in home building projects</b></p> <p>Rating Scale</p> <p>0 years' experience in <b>construction management</b> = 0 Points</p> <p>1 - 2 years' experience in <b>construction management</b> = 1 Points</p> <p>3 - 4 years' experience in <b>construction management</b> = 2 Points</p> <p>5 - 6 years' experience in <b>construction management</b> = 3 Points</p> <p>7 - 8 years' experience in <b>construction management</b> = 4 Points</p> <p>9 - 10 years' experience in <b>construction management</b> = 5 Points</p>	
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5.2 Technical (Functional) Assessments' minimal acceptable requirements:

**TOTAL SCORE = 100**

**After considering the functional criteria, a bidder is considered to have passed Stage 2 (Functional Requirements) if the TOTAL score is equal to, or greater than 70 points**

### Stage 3: Price and Preference Points Evaluation

Only proposals that achieve minimum qualifying score for functionality (**70 points**) will be considered further in terms of price and preference.

The contract will be awarded in terms of Regulations 4 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and Preferential Procurement Regulations, 2011 and bids will be adjudicated in terms of the (90/10) preference point system in terms of which points are awarded to bidders on the basis of:

#### **90/10 Preference point system (for acquisition of services, works or goods with a Rand value more than R1million) (all applicable taxes included)**

A maximum of 90 points is allocated for price on the following basis:

$$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

The points scored will be rounded off to the nearest two decimal places.

The points will be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

## 6. RFP SUBMISSION INSTRUCTIONS

6.1 All RFP documents must be sealed in a clearly marked envelope and deposited into the tender box at the NHBRC HEAD OFFICE, 5 Leeuwkop road Sunninghill Sandton on or before the 22 February 2017 at 11:00am

## 7. AVAILABILITY OF THE RFP DOCUMENT

7.1 Bid documents to be collected ([www.nhbrc.org.za/current-tenders](http://www.nhbrc.org.za/current-tenders)) from the **27 January 2017**.

7.2 There will be a compulsory briefing session on the 08 February 2017 at 11:00am; the meeting will take place at the Joe Gqabi District Municipality.

## 8. RFP CLOSING DATE

8.1 Bid documents should be marked for Attention: Supply Chain Manager, and deposited into the Bid boxes at the NHBRC National Office, 5 Leeuwkop Road, Sunninghill on or before the **22 February 2017 at 11:00am**. No emailed or faxed Bids will be accepted. The Bid document should be supplied in a sealed envelope and clearly marked with the Bid number and the full name of the service provider(s).

8.2 **No late submissions will be accepted.**

## 9. VALIDITY PERIOD OF BIDS

9.1 All bids submitted by the bidders must be valid for a period of 90 days from the closing date specified above.

## 10. ENQUIRIES SHOULD BE DIRECTED TO BOTH:

10.1 Administrative Enquiries

**Department:** Supply Chain Management

**Contact Person:** Mr.Ricardo Francis

**E-mail address:** [Ricardof@nhbrc.org.za](mailto:Ricardof@nhbrc.org.za)



## 11. SUBMISSIONS OF PROPOSALS

- 11.1 Submission of bids MUST include **one** (1) original and deposited into the Bid box.
- 11.2 All costs and expenses incurred by the Bidder relating to the participation in, and preparation of this proposal process shall be borne by the Bidder exclusively. All documentation and manuals submitted in respect of this RFP shall be retained by NHBRC, whether or not the proposal is accepted.