



REQUESTS FOR PROPOSALS FOR THE APPOINTMENT OF A REMEDIAL WORKS CONTRACTOR IN THE BUILT ENVIRONMENT FOR THE RECTIFICATION OF KRONENDAL RETIREMENT VILLAGE IN HOUT BAY ON BEHALF OF THE NHBRC

RFP NO.: NHBRC 24/2016

CLOSING DATE: 13 January 2016

TIME: 11:00 am

COMPULSORY BRIEFING SESSION

DATE: 06 December 2016

TIME: 11:00 am

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 service provider(s) 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.

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 Kronendal Retirement Village in Hout Bay 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 HCPMA.

In the absence of the registered Home Builder that enrolled the property for warranty cover, the NHBRC will rectify major structural distress that is 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 primary objective is to provide services by rectifying roof elements of Kronendal Retirement Village in Hout Bay. The attached Bill of Quantities details the works that are required to be undertaken.

3.4 Project Information

- The Village is currently occupied by tenants 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 tenants.
- 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 conflicts before commencing with any work
- The rules of the body corporate should be adhered to at all times

3.5 Project Schedule

The remedial works contractor will be expected to complete the project within 90 Days from the date of appointment.

4. TECHNICAL DATA TO BE SUBMITTED BY BIDDER

4.1 Required Information

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

4.1.1 Technical Mandatory requirement – Kindly provide a valid NHBRC Registration certificate

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 completed ten (10) similar projects in roof repairs and roof construction. The bidder must submit a summary of the projects exceeding R 250 000.00 in value for each project in the format presented below:

Name of Project	Project Description	Contract Value (incl. VAT)	Client Name	Client Contact Tel
	Total			

4.2.2 Provide project details of your projects in Section 4.2.1 that were successfully completed in the last five (5) years in the format below. For each of these projects a completion certificate of the project must be provided by the client, and signed off by an authorized delegated employee of the client.

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:

Contract Amount (incl. VAT):

Summary of Project (maximum 200 words).

Note: Please attach completion certificate from the client indicating successful completion of the project as per the client's brief.

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.

4.4 Construction Plan

The remedial contractor is required to provide a construction plan that will indicate project deliverables against a timeframe for completion.

4.5 Project Manager

The bidder is required to provide concise curriculum vitae for the project manager. The project manager should have atleast 10 years related experience in the built environment on similar projects including roof repairs and construction.

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;

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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 will 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.		General Conditions of the contract (GCC).	
9.	X	Attendance of compulsory briefing session	

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>Previous Projects</p> <p>Bidder to indicate previous projects completed in the last five (05) years exceeding a value of R250 000.00 for each project, specific to roof repairs and roof construction.</p> <p>Rating Scale</p> <p>0 Projects = 0 Points</p> <p>1 -2 Project that is R250 000.00 or more in value = 1 Point</p> <p>3 - 4 Projects that is R250 000.00 or more in value = 2 Points</p> <p>5 - 6 Projects that is R250 000.00 or more in value= 3 Points</p> <p>7 - 8 Projects that is R250 000.00 or more in value = 4 Points</p> <p>9 - 10 Projects that is R250 000.00 or more in value = 5 Points</p>	25
2	Refer to Para 4.2.2	<p>Bidders Completion Certificates</p> <p>Rating Scale</p> <p>0 Certificates = 0 Point</p> <p>1 Certificate = 1 Point</p> <p>2 Certificates = 2 Points</p> <p>3 Certificates = 3 Points</p> <p>4 Certificates = 4 Points</p> <p>5 or More Certificates = 5 Points</p>	25

3	Refer to Para 4.4	<p>Construction Plan</p> <p>Detailed construction plan to be provided with a clear timeframes.</p> <p>Rating Scale</p> <p>No Submission = 0 Points</p> <p>Submission of construction plan with a timeframe of 120 Days = 2 Points</p> <p>Submission of construction plan with a timeframe of 90 Days = 3 Points</p> <p>Submission of construction plan with a timeframe of 60 Days = 4 Points</p> <p>Submission of construction plan with a timeframe of 45 Days = 5 Points</p>	10
4	Refer to Para 4.5	<p>Project Manager</p> <p>Kindly provide concise curriculum vitae of the Project manager.</p> <p>Rating Scale</p> <p>0 years' experience in roof repairs and construction = 0 Points</p> <p>1 - 2 years' experience in roof repairs and construction = 1 Points</p> <p>3 years' experience in roof repairs and construction = 2 Points</p> <p>4 - 5 years' experience in roof repairs and construction = 3 Points</p> <p>6 - 8 years' experience in roof repairs and construction = 4 Points</p> <p>9 - 10 years' experience in roof repairs and construction = 5 Points</p>	40

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 60 points

Price and Preference Points Evaluation

Only proposals that achieve minimum qualifying score for functionality **(60 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-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
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 13 January 2016 at 11:00

7. AVAILABILITY OF THE RFP DOCUMENT

7.1 Bid documents to be collected (www.nhbrc.org.za/current-tenders) from the **28 November 2016**.

7.2 There will be a compulsory briefing session on the 06 December 2016 at 11:00; the meeting will take place at Kronendal Retirement Village in Hout Bay.

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 **13 January 2016 at 11:00**. 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

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.