



**REQUEST FOR PROPOSALS: APPOINTMENT OF A PANEL OF GEOTECHNICAL ENGINEERS FOR A PERIOD OF FIVE (5) YEARS**

**RFP NO.:** NHBRC 38/2019

**CLOSING DATE:** 09 MARCH 2020

**TIME:** 11H00AM

**NON-COMPULSORY BRIEFING SESSION**

**DATE:** 25 FEBRUARY 2020

**TIME:** 11H00AM

**VENUE:** 27 LEEUWKOP ROAD  
SUNNINGHILL  
JOHANNESBURG

**NB: PLEASE INDICATE WHICH PROVINCE YOU ARE BIDDING FOR:**

**PROVINCE:** \_\_\_\_\_

**NAME OF BIDDER:** \_\_\_\_\_

## 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.**

**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 Bidder must be registered on the National Treasury's Central Supplier Database ("the CSD") and ensure that, if it is successful, it remains so registered and further ensure that the information on the CSD is up-to-date for the duration of the contract.
- 1.2 The Bidder must ensure that it is tax compliant at the time of submitting its bid in response to this RFP, and if it is successful, it remains tax compliant for the duration of the contract. In this regard, the Bidder undertakes to provide the NHBRC with a Tax Clearance Certificate issued by the South African Revenue Services ("SARS") on an annual basis, confirming that it is tax compliant.
- 1.3 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.
- 1.4 If the NHBRC amends this RFP, the amendment will be sent to each Bidder in writing or publicized as the case maybe. No oral amendments by any person will be considered or acknowledged.
- 1.5 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.
- 1.6 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.
- 1.7 A Bid submitted in response to this RFP will constitute a binding offer which will remain binding and irrevocable for a period of ninety (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 binding Agreement and other related transactions/documents are concluded between the NHBRC and the Preferred Bidder.
- 1.8 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.
- 1.9 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.

- 1.10 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.
- 1.11 No entity may be involved, whether directly or indirectly, in more than one Bid in response to this RFP. Failure to comply with this requirement may, within the sole discretion of the NHBRC, result in disqualification of the relevant entity.
- 1.12 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 disqualify 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 (“SCM”) 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.
- 1.13 Briefing Session: There will be briefing session. The sharing of information and clarifications of issues related to this Bid, as given by the NHBRC will form part of this Bid and responses.
- 1.14 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.
- 1.15 The NHBRC and its advisors shall rely on a Bid as being accurate and complete in relation to the information and proposals provided therein by the Bidders.
- 1.16 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.
- 1.17 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.
- 1.18 The NHBRC reserves the right to accept or reject the Proposal.
- 1.19 RFP’s shall be rejected, among other reasons, where Bids are received after the closing date and time as specified in the RFP.
- 1.20 Potential service provider(s) shall be disqualified and their Bids not considered among other reasons, for any of the following specific reasons:
  - 1.20.1 If the SCM Mandatory Documents are not submitted and completed as per this RFP; and/or
  - 1.20.2 The Bid contains irregularities.
- 1.21 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 presentation. All expenses must be borne by the bidder.
- 1.22 All costs associated with the preparation and submission of the Bid is the responsibility of the Bidder. The costs shall not be chargeable to the NHBRC by successful or unsuccessful Bidder.

1.23 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.

1.24 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 National Home Builders Registration Council (NHBRC) is a regulator established in terms of section 2 of the Housing Consumers Protection Measures Act 95 of 1998 (“the Act”). Section 3 of the Act provides that the objects of the NHBRC are to:

- (a) represent the interests of housing consumers by providing warranty protection against defects in new homes;
- (b) regulate the home building industry;
- (c) provide protection to housing consumers in respect of the failure of home builders to comply with their obligations in terms of this Act;
- (d) establish and to promote ethical and technical standards in the home building industry;
- (e) improve structural quality in the interests of housing consumers and the home building industry;
- (f) promote housing consumer rights and to provide housing consumer information;
- (g) communicate with and to assist home builders to register in terms of this Act;
- (h) assist home builders, through training and inspection, to achieve and to maintain satisfactory technical standards of home building;
- (i) regulate insurers contemplated in section 23 (9) (a); and
- (j) in particular, achieve the stated objects of this section in the subsidy housing sector.

### 2.2 NHBRC OFFICES

2.2.1 The NHBRC is a medium sized organization with a staff compliment of approximately 700 employees. The NHBRC’s Head Office is located in Sunninghill, Gauteng, with nine (09) Provincial Offices of varying size and 12 Satellite Offices which are located in the following areas:

	<b>NHBRC OFFICE LOCATIONS</b>	<b>#</b>	<b>NHBRC OFFICE LOCATIONS</b>
1	Head Office, (Sunninghill)	13	Eastern Cape (East London) - Satellite
2	Gauteng (Sunninghill) – Provincial	14	Western Cape (George) - Satellite
3	Kwa-Zulu Natal(Durban) – Provincial	15	North West (Klerksdorp) - Satellite
4	Western Cape (Cape Town) – Provincial	16	Limpopo (Tzaneen) - Satellite
5	Eastern Cape (Port Elizabeth) – Provincial	17	Limpopo (Bela Bela) - Satellite
6	North West (Rustenburg) – Provincial	18	Mpumalanga (Witbank) - Satellite
7	Limpopo (Polokwane) – Provincial	19	Free State (Bethlehem) – Satellite
8	Mpumalanga (Nelspruit) – Provincial	20	North West (Mafikeng) – Satellite
9	Free State (Bloemfontein) – Provincial	21	Limpopo (Thulamela) – Satellite
10	Northern Cape (Kimberly) - Provincial	22	Gauteng (Pretoria) – Satellite
11	Kwa-Zulu Natal (Newcastle) - Satellite	23	Eric Molobi Innovation Hub (Soshanguve)
12	Kwa-Zulu Natal (Richards Bay) - Satellite		

### **3 INTRODUCTION**

The National Home Builders Registration Council is mandated by the Housing Consumers Protection Measures Act, 1998 (Act No. 95 of 1998) to regulate the homebuilding industry and protect housing consumers. The NHBRC ensures that it delivers on its mandate by delivering on its products and services, and the key performance indicators that are contained in the organisational scorecard.

#### **VISION**

To be the Champion of the Housing Consumers.

#### **MISSION**

To Protect the Housing Consumers and to Regulate the Homebuilding Environment.

#### **MOTTO**

Assuring Quality Homes.

#### **STRATEGY OF NHBRC**

The strategy of the NHBRC is based on the following pillars:

- To ensure that housing consumers and home builders are educated on their rights and obligations.
- To entrench a culture of compliance through fair and efficient enforcement mechanisms
- To research and introduce innovative products, methods and technologies within the homebuilding industry.
- To maintain a sustainable warranty fund.

### **4 PURPOSE**

- 4.1 The National Home Builders Registration Council seeks to appoint a panel of service providers who will be used on a rotational basis to regionally provide professional services in order to rectify enrolled properties suffering from structural distress, and where the NHBRC has to rectify.
- 4.2 The objective of this bid process is to:
  - 4.2.1 Establish geotechnical engineering practitioners that have the relevant experience and expertise in conducting investigation to structures that are suffering from structural distress. Also provide detailed design for the repairs in a form of a scope of works, drawing and bills of quantities.
  - 4.2.2 Furthermore identify geotechnical engineering practitioners that are professionally registered with ECSA and have the required tools to conduct site supervision and sign-off the work that will be executed by the contractor appointed to rectify the identified structural distress.
  - 4.2.3 To give credence to the NHBRC supply chain management policies and procedures as approved by the NHBRC Council

## 5 SCOPE OF WORK

- 5.1 The scope of services will be to conduct investigations, analysis, detailed design, compilation of bid specification, bid documentation, construction supervision and signing off completed work on behalf of the NHBRC in the rectification of structural distress buildings identified and where NHBRC will be required to effect structural repairs.
- 5.2 Structural rectification will be undertaken by the NHBRC through the appointment of a remedial work contractor where the original home builder is unwilling/unable to rectify.
- 5.3 The service provider shall arrange, and keep in force, professional indemnity insurance cover in respect of the Services provided under this Agreement, all as stipulated in the document.

### 5.4 PRICING INSTRUCTION

- 5.4.1 Qualifying service providers will be appointed regionally on a rotational basis (as the need arises) over a period of five years.
- 5.4.2 The professional services will be paid on a time based and value based as specified in table 1 below;
- 5.4.3 **Table 1** : Activity Schedule for Time Based Civil Engineering Services Fees

Item No.	Service Description	Rate (Rand/hour)	Estimated cost for property less than R250 000 to Rectify (Rand)	Estimated cost for property greater than R250,000.00 less than R500,000.00 to Rectify (Rand)
1	Geotechnical Engineer/Technologist(Professionally Registered)			
2	Quantity Surveyor			
3	Technician (Compiling, Drafting etc.)			
4	Administration			
5	Disbursements (travelling, printing, copying, etc.)	Provisional Sum		
6	Construction supervision and sign-off	Provisional Sum		
<b>Total Cost</b>				

The service provider must ensure that **Table 1** is completed in full.

- 5.4.4 Travelling cost must be calculated relative to the nearest NHBRC office within the province.

## 6 DURATION

- 6.1 The panel of Service Providers will be valid for a period of five (5) years from date of appointment. The duration will be indicated on the appointment letter.

## 7 LOCATION

- 7.1 The approved Service Providers shall indicate the provinces that is preferred and the business premise address shall be provided as per the guideline provided below.

## 8 ALLOCATION OF RESOURCES

- 8.1 The Service Providers must indicate through an organo-gram types of resources (human and otherwise) and responsibilities that they have and intend to allocate to this project, and on what basis (that is, for what aspect of the work, and whether full or part time), if successful.
- 8.2 This will include the key personnel, plus others (for example, terms of reference for the work to be done, drawings and bill of quantities and site monitoring).
- 8.3 An intended resource allocation schedule must be appended to this submission.

## 9 TRACK RECORD

- 9.1 The Service Providers are required to provide a list of relevant projects within the built environment that they have successfully provided service to, in the past five (5) years.
- 9.2 Where the services are subcontracted, a legal agreement signed by both parties should be provided as proof.
- 9.3 Similarly when the parties are Joint Ventures and/ or Consortium, an original letter signed by both parties should be provided as proof.

**Note:** Where the entity tendering is a joint venture a score for track record will be awarded to each party to the joint venture, which will then be combined in proportion to the percentage contribution of each party to the joint venture.

## 10 TECHNICAL DATA TO BE SUBMITTED BY BIDDER

### 10.1 General Information

- 10.1.1 The NHBRC requires the Services of interested and competent organisations or companies that are experienced in rendering professional services in the built environment and the Service Provider is expected to provide proof of expertise.

### 10.2 Requisites of the Service Provider:

#### 10.2.1 A detailed proposal:

- Understanding of terms of reference.
- Team composition competencies (please attach CVs and indicate roles of individuals).

10.3 Documents to be submitted:

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

10.3.1 The most recent five (5) projects, similar projects the bidder has completed. The bidder must submit a summary of the projects in the format presented below:

Name of Project	Project Description	Project Period (Start date – End date)	Contract Value (incl. VAT)	Client Name	Client Contact Tel

<p>Name of project:</p> <p>Name of Client:</p> <p>Client Contact Details</p> <p style="padding-left: 20px;">Contact person:</p> <p style="padding-left: 20px;">Role in Project:</p> <p style="padding-left: 20px;">Contact Tel No:</p> <p style="padding-left: 20px;">Contact Cell:</p> <p>Project Start Date:</p> <p>Project Completion Date:</p> <p>Contract Amount (incl. VAT):</p> <p>Summary of Project (maximum 200 words).</p> <p><b><u>Note:</u> Please attach a reference letter from the client indicating successful completion of the project as per the client’s brief.(Excluding the NHBRC)</b></p>
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10.3.2 Expertise and experience of key personnel

10.3.3 Suitably qualified and experienced technical personnel must be assigned to this project. Please complete a summary detail of the main Project Team in the format shown in the next page:



NO	PROJECTS COMPLETED IN THE LAST FIVE (5) YEARS					Professional Registration
	Full Name	Role in Project	Current Academic Qualifications	Key Area of Specialization	Years of Experience in the industry	
1.						
2.						
3.						
4.						
5.						

\*Please attach recently certified copies of academic qualifications, not older than three (3) months.

**Note**, in addition please provide the following:

- CV for each of the project team members highlighting specific and relevant qualifications and experience.
- Key personnel may only be replaced by the personnel with similar expertise over the life of the contract and written permission must be obtained from the NHBRC.

**11 TECHNICAL EVALUATION PROCESS**

11.1 In accordance with the NHBRC Supply Chain Management Policy, the tender evaluation process shall be carried out in two stages namely:

- Stage 1 : Compliance check of Returnable Documents
- Stage 2 : Functionality in terms of the set technical evaluation criteria

**11.2 Stage 1: Compliance check of Returnable Documents**

DOCUMENTS TO BE SUBMITTED		
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
	Valid B-BBEE Status Level or Copy/Sworn affidavit signed by the Commissioner of Oaths	
X	SBD1 Invitation to bid, Make sure it is completed and signed	
X	Annexure A (to be attached as per format provided in 5.4.3 of this document)	
X	SBD 4 Declaration of interest, Make sure it is completed and signed.	
X	SBD 6.1 Preference claim form should be completed and signed, regardless if points are claimed or not.	
X	SBD 8 Declaration of Bidder's past supply chain management practices, Make sure it is completed and signed.	
X	SBD 9 Certificate of independent bid determination, Make sure it is completed and signed.	

X	Professional indemnity insurance cover in respect of the Services provided under this Agreement, for a minimum R 1,000,000.00 for the period of the panel	
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The bidder should indicate compliance with the returnable documents by ticking under “Attached” or “Not Attached”.

### RETURNABLE DOCUMENTS

1.1.1 Key Personnel	Attached	Not attached
The service provider must provide proof of Key Personnel attach appropriate experience (registration with a professional body will be an advantage) as required and must attach it to <b>Form 1</b> :		
1.1..2 Approach and Methodology	Attached	Not attached
The service provider must provide own approach & methodology aligned to the Acts as stipulated attach it to <b>Form 2</b> :		
1.1.3 Allocation of Resources	Attached	Not attached
The service provider must provide a schedule ( listing roles & responsibilities) and an organo-gram for the Project and attach to <b>Form 3</b>		
1.1.4 Related Experience	Attached	Not attached
Each bidder is required to provide CVs of all the personnel linked to the project and attach them to <b>Form 4</b> .		
1.1.5 References	Comply	Not Comply
Each bidder is required to provide minimum of three (3) referrals letters (original certified copies) from previous clients and attach them to <b>Form 5</b> .		

### 11.3 Stage 2 : Functionality in terms of the set criteria

Bids must fully comply with all the Mandatory Requirements for the **Stage 1: Compliance check of Mandatory Requirements** in order to qualify for **Stage 2: Functional Evaluation** and those bids which failed to comply with all the requirements of Stage 2 will be invalidated or disqualified from the process.

The following values will be applicable when evaluating the bid

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

1=Compliance 0= Non-compliance

Evaluation Criteria	Sub-criteria	Weight	Weight
<b>1. Key Personnel</b>	Geotechnical Engineer/Technologist (Professionally Registered), more than 10 years' experience	20 0= Non-compliant 5=compliant	<b>50</b>
	Geotechnical Engineer/Technologist (Professionally Registered), between 5 and 10 years' experience	15 0= Non-compliance 5=compliant	
	Quantity Surveyor ( 2 years or more experience)	5 0= Non-compliant 5=compliant	
	Geotechnical Engineer/Technician ( 2 years or more experience)	10 0= Non-compliant 5=compliant	
<b>1.1 Availability / Allocation of Resources</b>	Resource Schedule, project organo-gram listing all resources allocated to the project, roles and responsibilities including the basis of engagement (e.g. if sub-contracted/ full/ part time/ jv/ consortium etc.	10 0= Non-compliance 5=compliant	<b>10</b>
<b>2. References of similar projects not less than R 150,000.00(Consulting in building/ construction. Letters of commendation to include detailed description of work, value, type of project, duration etc.)</b>			<b>20</b>

2.1 No reference letters = 0 Point			
2.2 Three reference letters = 3 Points			
2.3 Four reference letters = 4 Points			
2.4 Five or more reference letters = 5 points			
<b>3. Related Experience</b>	3.1 Turnkey solution in rectification of buildings (Forensic engineering assessment and remedial solution provision)	Suppliers done 3.1 and 3.2 previously= 5 Points	<b>20</b>
	3.2 Remedial works Specifications and supervision	Suppliers done 3.1 or 3.2 only = 3 points	
<b>TOTAL</b>			<b>100</b>
<b>MINIMUM THRESHOLD</b>			<b>70</b>

**NB: Technical Assessments' minimal acceptable requirements on Functionality is 70 Points or greater**

**TOTAL SCORE = 100**

After considering the functional pre-qualifying criteria, a bidder is considered to have passed Stage 2 (Functional Requirements) if the TOTAL score is equal to, or greater than 70 points and will be enlisted on a panel on rotational basis.

**12 RFP SUBMISSION INSTRUCTIONS**

12.1 All RFP documents must be sealed in a clearly marked envelope and deposited into the tender box at the **NHBRC HEAD OFFICE: 27 LEEUWKOP ROAD, SUNNINGHILL, JOHANNESBURG.**

**13 AVAILABILITY OF THE RFP DOCUMENT**

13.1 Bid documents can be downloaded on the NHBRC Website ([www.nhbrc.org.za/current-tenders](http://www.nhbrc.org.za/current-tenders)) from the **14 February 2020.**

13.2 There will be a non-compulsory briefing session that will be held on the **25 February 2020, 11h00** at the NHBRC HEAD OFFICE: 27 LEEUWKOP ROAD, SUNNINGHILL, JOHANNESBURG.

## 14 RFP CLOSING DATE

14.1 Bid documents should be marked for Attention: Acting Supply Chain Manager, and deposited into the Bid boxes at the NHBRC National Office, 27 Leeuwkop Road, Sunninghill on or before the **09 March 2020 at 11h00**. No emailed or faxed bids will be accepted. The bid document should be supplied in a sealed envelope and clearly marked (**Copy or Original**) with the bid number and the full name of the service provider(s).

14.2 No late submissions will be accepted.

## 15 VALIDITY PERIOD OF BIDS

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

## 16 ADMINISTRATIVE ENQUIRIES

16.1 The administrative enquiries may be directed to:

**Department:** Supply Chain Management

**Contact Person:** Ms. Paballo Relela, Mr. Bernard Kekana

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

## 17 SUBMISSIONS OF PROPOSALS

17.1 Submission of bid should include **one** (1) original and **three** (3) copies of the proposals in a clearly marked (**Copy or Original**) envelope and deposited into the Bid box.

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.