

NORTHERN CAPE DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS



LERATO PARK INTEGRATED HOUSING DEVELOPMENT

Tender No: (2334-50-02/04)

**TO ACT AS AGENT IN TERMS OF THE CONSTRUCTION REGULATIONS, 2003
AND 2014 OF THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF
1993) FOR THE REMEDIAL WORK TO 491 RDP HOUSES IN LERATO PARK**

November 2021

PROPOSAL SUBMITTED BY:

Name of Company: _____

Address: _____

Telephone No: _____

Issued by:

CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS
AND TRADITIONAL AFFAIRS

Larry Moleko Louw Building, 9 Cecil Sussman Road,
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Attention: G Booysen

Compiled by:

BIGEN AFRICA REAL ESTATE

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**Enquiries: M W Pretorius PrEng
CLOSING DATE: 15 December 2021 at 11:00**

REQUEST FOR PROPOSAL TO ACT AS AGENT IN TERMS OF THE CONSTRUCTION REGULATIONS, 2003 AND 2014 OF THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993) FOR THE REMEDIAL WORK TO 491 RDP HOUSES IN LERATO PARK IN KIMBERLEY

1. BACKGROUND

The Department of Cooperative Governance, Human Settlements and Traditional Affairs of the Northern Cape Province ("COGHSTA"), hereby invites you to submit a proposal for the rendering of occupational health and safety services in terms of the construction regulations, 2003 and 2014 of the occupational health and safety act (act 85 of 1993) for the Remedial work to 491 RDP Houses Lerato Park Phase 1 in Kimberley.

Your firm's proposal should be based on the guidelines as provided below in this document. Your firm's proposal should address all activities to complete the scope of work as described below. The remedial work to the 491 RDP houses in Phase 1 of Lerato Park form part of the Lerato Park integrated housing development project ("the Project").

This request for proposal is subject to the conditions below.

2. PROPERTY LOCATION

The project is located in Lerato Park, North West of Kimberley town between the townships known as Galeshewe and Roodepan, under the jurisdiction Sol Plaatje Municipality, Frances Baard District Municipality Northern Cape province.

The 491 subsidized houses in Lerato Park consist of the following housing typologies:

House Type	Size (m ²)	No of houses
Freestanding Units	40.6	240
Semi-detached	40.6	116
Double Storey (Duplex)	44.0	135

Locality Map:



3. PROCUREMENT

Functionality and 80/20 principle evaluation criteria will apply. Based on functionality the tenderer should score 70 (70%) out of the possible 100 or more on the following criteria to be further evaluated:

Functionality	Criteria	Maximum Points
1	Experience	35
2	Project Staff Experience	35
3	Women Youth and People with disabilities Owned	20
4	Locality	10
TOTAL		100

Criteria 1: Experience (Scoring a maximum of 35%)

Sub-Criteria:	Points Awarded
Completion of at least 5 projects of similar scope and condition in the last 5 years, supported by contactable references	35
Completion of at least 3 projects of similar scope and condition in the last 5 years, supported by contactable references	20
Completion of at least 2 projects of similar scope and condition in the last 5 years, supported by contactable references	10
1. Total possible points for method and approach of Tenderer	35

Criteria 2: Project Staff Experience (Scoring a maximum of 35%)

Sub-Criteria:	Points Awarded
Proof of Professional registration with the relevant statutory authorities and with at least 5 years' experience in building and civil environment.	30
Proof of Professional registration with the relevant statutory authorities and with at least 3 years' experience in building and civil environment.	20
Proof of Professional registration with the relevant statutory authorities and with at least 2 years' experience in building and civil environment.	10
Total possible points for Qualified and registered professional	30

Criteria 3: Women Youth and People with disabilities Owned (Scoring a maximum of 20%)

Sub-Criteria:	Points Awarded
Companies who are 100% owned by Women, Youth and People with disabilities	20
Companies who are between 50% and 100% owned by Women, Youth and People	10
Total possible points for Women and Youth Owned	20

Criteria 4: Locality

Sub-Criteria:	Points Awarded
Companies who are based in Northern Cape	10
Total possible points for Locality	10

4. PROGRESS MADE TO DATE WITH THE CONSTRUCTION AND COMPLETION OF THE SUBSIDIZED HOUSES IN PHASE 1 OF LERATO PARK

All subsidized houses that were built shows signs of moderate to severe structural cracks. These houses have to be repaired and doing so the scope of work as described below will be applicable. Three houses will have to be demolished and reconstructed on the same erf with the same layout as the existing houses. New staircases for the 135 duplex houses will be build to comply with the relevant regulations.

5. SCOPE OF WORK

The Project is intended to repair previously constructed subsidized houses in Phase 1 of Lerato Park as part of an integrated housing development scheme consisting of a mixture of different housing typologies and commercial and social / community amenities. In essence the Project aims to repair the items described below of the 491 subsidized houses:

- Removal roof tiles and replacement of underlay and the properly installation of roof tiles;
- Installation of fascia boards;
- Removal of PVC ceilings and the replacement of it with gypsum ceilings;
- Repair cracks that range from hairline cracks to structural cracks
- Install movement joints internally and externally including demolishing of portions of brick walls and rebuilding it with joints;
- Replacement of electrical light fittings with SABS approved fittings and issuing of Certificates of Compliance ("COC");
- Replacement of inferior quality plumbing points, pipework and baths;
- Apply a plaster band around all exterior doors and windows;
- Replace damaged and inferior quality doors and door frames;
- Repainting of interior and exterior walls and ceilings;
- Increase existing aprons size by adding paving around house
- Shaping of soil around houses
- Alterations to the Duplex units, which include:
 - Removing existing cast in-situ slab and staircase and install in new location
 - Remove and rebuild footings, walls (with finishes) and floors to accommodate the new staircases.
 - Install new roof structure and roof tiles over new extended staircase

All of the work will be done on a phased approach basis where +-40 houses will be worked on simultaneously and residents will be decanted to temporary housing structures to the North of the site.

Three houses will have to be demolished and re-build on the same position of the existing houses with the same layout. The three houses consists of one free standing and two semidetached houses. These houses will take longer to construct than the repair work of surrounding houses and it is aimed to demolish the houses while all houses around it are vacant, construction will only be done when surrounding houses and semi-detached houses are occupied. Semi-detached houses share a raft foundation and have a connected roof structure.

The scope of work consists of, but is not limited to the following:

Activity 1: Design and Planning stage – Once off

- Ensure that the designers comply with their duties and responsibilities,
- Review the Construction Health and Safety Specification timeously,

Activity 2: Post tender phase - Once off

- Tender clarification meeting to clarify any queries with reference to tenders that were submitted,
- Assess the Principal Contractor(s)' Health and Safety Plans against the Health and Safety Specification included in the tender document, in terms of Construction Regulation 4(2);
- Assess the costs allowable by the Principal Contractor for the implementation of successful tenderer's Construction Health and Safety Plan;

Activity 3: Pre-contract phase - Once off

- Negotiate, agree, generate and sign off the content of the Principal Contractor's Health and Safety Plan. See Construction Regulation 4(2);
- The client together with the appointed Principal Contractor to complete and sign off the legally required "Notification of Construction Work". See Construction Regulation 3(1)(a) &(b);
- Complete and submit all documentation for the works permit with the Department of Labour,
- Ensure that the Principal Contractor is appointed in writing;
- Seek corporation of and cooperate with anyone involved in a construction project at an adjoining site to enable them to perform their duties in terms of the Occupation Health and Safety Act (Act 85 of 1993) and its Regulations, especially the Construction Regulations, 2003 and 2014;
- Facilitate cooperation and coordination of all stakeholders / duty holders including stakeholders / duty holders of adjoining construction sites and ensure that suitable arrangements are made and implemented for the coordination of occupation health and safety measures during planning and preparation for the construction phase of the project.

Activity 4: Contract phase – Monthly for the duration of the contract

- Ensure that the Principal Contractor's Health and Safety Plan is available on request to an employee, inspector (Department of Labour) and contractors. See Construction Regulation 4(3);
- Stop the Principal Contractor or any other appointed contractor from executing construction work, which is not in accordance with the approved Health and Safety Plan or which poses a threat to the health and safety of any person. See Section 8(2)f, Section 37 and the Construction Regulation 4(1)e of the Occupation Health and Safety Act (Act 85 of 1993);
- Conduct monthly Health and Safety Compliance Audits on the Principal Contractor, provide feedback on audit outcomes and conduct follow-up inspections to ensure corrective actions that will meet the agreed deadlines. See Section 8(2)(f)(g) and Construction Regulation 4(1)(d) of the Occupation Health and Safety Act (Act 85 of 1993);
- Take all reasonable measures to ensure cooperation between designers and the appointed Principal Contractor during the construction phase in relation to any design or change to a design. See Section 8(2)(d)(é) and Construction Regulation 4(1)(d) of the Occupation Health and Safety Act (Act 85 of 1993);
- Attend monthly site meetings. See Section 8(2)é and Construction Regulation 4(1)(d) of the Occupation Health and Safety Act (Act 85 of 1993).

Activity 5: Post contract phase - Once off

- Review the Principal Contractor's consolidated Health & Safety File prior to the final commissioning of the site. See Construction Regulation 5(7)(8)(9) of the Occupation Health and Safety Act (Act 85 of 1993);
- Prepare where none exists or otherwise review and update the Health and Safety File(s) by incorporating relevant information from other duty holders. Retain one copy of the Health and Safety File for the client. See Construction Regulation 5(7)(8)(9) of the Occupation Health and Safety Act (Act 85 of 1993);
- Prepare additional copies of the Health and Safety File and prepare copies of abstracts of the Health and Safety File for delivery to the tenants by the client. See Construction Regulation 5(7)(8)(9) of the Occupation Health and Safety Act (Act 85 of 1993);
- Ensure that all incident / accident investigations are concluded prior to handover. See Construction Regulation 5(7)(8)(9) of the Occupation Health and Safety Act (Act 85 of 1993);

- Prepare the Health and Safety Closeout Report. See Construction Regulation 5(7)(8)(9) of the Occupation Health and Safety Act (Act 85 of 1993).

It must be noted that the successful service provider to be appointed for the rendering of the services as described above will also be required in terms of the Safety Agent appointment to render all other necessary occupational health and safety agent services to ensure compliance by the designers and appointed Principal Contractor(s) / Sub Contractor(s) with the Construction Regulations, 2003 and 2014 and all other Regulations of the Occupation Health and Safety Act (Act 85 of 1993).

The appointment to be made to the successful service provider will also include the co-ordination with other members of the professional team, attending meetings and all other related functions. It will also be required from the successful service provider to be appointed to sign a written agreement in terms of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993), please see the attached agreement.

6. PROOF OF EXPERIENCE AND PREVIOUS WORK DONE

You are required to provide as part of your proposal proof of previous work that you and / or your firm has done similar to the scope of the work as described above.

7. BEE STATUS

You are required to provide as part of your proposal proof of your firm's current certified BEE status.

8. REMUNERATION

The remuneration to the successful Occupational Health and Safety Agent to be appointed will be done according to the items described below and to be priced by your firm in Annexure A1. Your firm's proposal should include disbursements, travelling. Please note that a zero VAT rate will be applicable, since VAT are not payable on subsidised housing. Your proposal should be submitted in the format as described in the Pricing Data.

It must be noted that if your firm is successful and appointed as the occupational health and safety agent for the scope of work as described above for the repair of RDPs in Lerato Park any further expenditure over and above the amounts as indicated by your firm in the pricing data must be motivated in writing by your firm and approved by COGHSTA, prior to any such expenditure.

9. COMPLETION DATE

The estimated construction duration is 25 months (Commencement of work for the PSP in November 2021 and the construction ending in March 2023) for the remedial work to 491 RDP houses in Lerato Park in Kimberley.

10. TERMS AND CONDITIONS

The COGHSTA will appoint the successful Occupational health and safety Agent for the rendering of the occupational health and safety services as described above and below. Payment to the successful Occupational health and safety Agent to be appointed will either be made by Bigen on behalf of COGHSTA or by COGHSTA.

The successful Occupational health and safety Agent to be appointed shall not, during the currency of its appointment or after the termination thereof, be entitled whether for its own benefit or that of others, to make use of or avail itself of / or derive profit from any information or knowledge specifically related to this project and associated infrastructure development, which it shall or may have acquired by reason of its association with this Project.

The successful Occupational health and safety Agent to be appointed shall keep secret and not directly or indirectly disclose or divulge to any person or entity (save and except insofar as may be absolutely necessary in the normal and ordinary course of their business related to this project) any of the business, financial affairs, dealings, inventions, formulae, methods, drawings, documents, designs or any other information whatsoever, having relation or reference to the Project, business, property or concerns of the Client (COGHSTA and Bigen Africa) in this instance, which come into possession of the successful Occupational health and safety Agent to be appointed.

11. REPORTING AND COMMUNICATION

Bigen has been appointed as the Implementing Agent ("IA") of COGHSTA for the Project and all communication regarding the rendering of the occupational health and safety services for the repair of the subsidized houses in Phase 1 of Lerato Park should be done with Bigen. Bigen's representative is Mr Danie Gräbe and Mr Gräbe's contact details are as follow:

Cell.: 082 772 7160

E-mail: danie.grabe@bigengroup.com

The successful Occupational health and safety Agent to be appointed will therefore, after appointment by COGHSTA report to Bigen.

12. PROFESSIONAL REGISTRATION AND INSURANCE

You are required to provide proof of your professional registration / your firm's professional registration with the relevant statutory authorities as part of your firm's proposal submission.

The successful Occupational health and safety Agent to be appointed will be required to take out and maintain, for the full duration of the performance of the appointment to be made, the following insurance cover:

- (a) Professional Indemnity (PI) Insurance providing cover in an amount of not less than R 10 000 000 in respect of each and every claim during the period of insurance. Where the entity providing a proposal is a joint venture then the value of the PI insurance cover required may be shared between the joint venture partners in proportion to the percentage contribution of each party to the joint venture.
- (b) Public Liability insurance with a limit of indemnity of not less than R 20 000 000 for any single claim, the number of claims to be unlimited during the contract period.
- (c) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act No. 130 of 1993.

13. TERMINATION

COGHSTA will reserve the right to cancel / postpone the appointment to be made to the successful Occupational health and safety Agent to be appointed at any time and to reimburse the successful Occupational health and safety Agent for work done to the satisfaction of COGHSTA and Bigen to date, after which any further obligations shall fall away.

14. SITE INSPECTION

No site inspection will be held.

15. ADDITIONAL REQUIREMENTS

- 15.1. The Professional Service Provider ("PSP") is required to meet the following minimum requirements of which proof must be submitted together with the bid proposal:
 - Company profile with CV's of professionals going to undertake the project.
 - Project proposal (Method statement on how the project will be approached & carried out).

- A list of satisfied clients and contact details for similar work carried out before.
- 15.2. The project must be completed within a period of 25 months from the date of appointment and a Service Level Agreement shall be entered into with COGHSTA in this regard. At appointment stage, the successful Service Provider shall have 5 working days to accept the appointment in writing and thereafter 14 days to commence with work on site.
- 15.3. COGHSTA requires that all suppliers be registered on Government's Central Supplier Database ("CSD") and proof of registration must be submitted along with the proposal and it is subject to verification during the evaluation stage. To register, kindly visit: www.csd.gov.za.
- 15.4. It is also required that proposal be accompanied by fully completed copies of the attached NCP 1, 4, 6, 8 & 9 forms as well as a copy of a certified BBBEE certificate for companies wishing to claim BBBEE preference points and a valid Tax Clearance Certificate.
- 15.5. A Service Level Agreement will be entered into with COGHSTA.
- 15.6. Other procurement conditions are as follows:
- COGHSTA's SCM policy and the PPPF Act of 2000 will apply;
 - The 80/20 evaluation criteria will apply for the procurement and appointment of a sub-consultant for the rendering of occupational health and safety services;
 - Your proposal must comply with the PFMA and its regulations;
 - Central Supplier Database registration is compulsory;
 - COGHSTA reserves the right not to accept the lowest or any other proposal or to accept, where applicable, a portion of any proposal;
 - Failure to comply with Procurement Conditions may result in a disqualification; and
 - COGHSTA does not pay VAT.
 - A non-compulsory virtual briefing session will be held on 01 December 2021 at 10h00.
- 15.7. The conditions for the closing of bid are as follows:
- Tenders close at 11:00 on 15 December 2021 and must be submitted at COGHSTA, 9 Cecil Sussman Road, Larry Moleko Louw Building, Kimberley, 8300.
 - Late, faxed or e-mailed bid will not be accepted.

15.8. Enquiries

- General enquiries contact person: Mr G Booysen of COGHSTA
e-mail: gbooyesen@ncpg.gov.za
Tel: 053 830 9532

Returnable Documents and Schedules

LIST OF RETURNABLE DOCUMENTS

1. Tenderers are required to submit the following with their bid:
 - (a) Original valid Tax Clearance Certificate (in terms of the Preferential Procurement Regulations, 2001 published in Government Gazette No. 10684 dated 20 January 2017),
 - (b) **A valid certified copy of a B-BBEE Verification Certificate** from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA).
 - (c) Curriculum Vitae of all professionals going to undertake the project.
 - (d) Project proposal including method statement.
 - (e) List of similar work carried out previously.
 - (f) Proof of registration on the Government's Central Supplier Database (CSD)
 - (g) Proof of Insurance.
 - (h) Bidders to provide the Department with a soft copy of their bid proposal on a memory stick and/or hard drive.
 - (i) Form of offer should be completed by the bidder. Failure to complete the form of offer will lead to your bid proposal be automatically disqualified.

Returnable schedules

LIST OF RETURNABLE SCHEDULES

Tenderers are required to submit the following fully completed with their bid:

- (a) NCP 1 Form
- (b) NCP 4 Form
- (c) NCP 6 Form
- (d) NCP 8 Form
- (e) NCP 9 Form
- (f) Form of offer

Pricing Data

SCHEDULE OF PROFESSIONAL FEES

The appointment value of the successful Occupational health and safety Agent to be appointed for the rendering of the services as described above will be fixed and based on an estimated construction duration of 25 months (Commencement of works in November 2021 and the construction ending in March 2023) for the remedial work to 491 RDP houses in Lerato Park in Kimberley.. Your firm's proposal should be based on the items as described in the table below:

PAYMENT ITEM	MILESTONES DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.	Activity 1: Pre-tender phase (Design and Planning stage) – Once off (As described above)	Sum	1		
2.	Activity 2: Post tender phase -Once off (As described above)	Sum	1		
3.	Activity 3: Pre-contract phase - Once off (As described above)	Sum	1		
4.	Activity 4: Contract phase – Monthly for the duration of the contract for the estimated Period: 25 months.	Month	25		
5.	Activity 5: Post contract phase - Once off (As described above) (One per contractor)	No	1		
6.	Any additional activities as described above Specify	Sum			
7.	Travelling (Should be sufficient to cover all travelling cost for the duration of the project) Specify	km			
8.	Disbursements (Should be sufficient to cover all travelling cost for the duration of the project) Specify	Sum			
9.	Sub-total (sum of items 1 – 8)				
10.	Contingency (15% of Item 9 above)				
11.	Sub-total (sum of items 9 & 10)				
12.	0% VAT (Zero Vat Contract)				R0.00
13.	GRAND TOTAL (Including disbursements and travelling)				

It must be noted that the abovementioned milestone payments will only be paid as indicated above, if the work to be done by successful service provider to be appointed have been completed to the satisfaction of Bigen.

FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

Tender No: (2334-50-02/04): TO ACT AS AGENT IN TERMS OF THE CONSTRUCTION REGULATIONS, 2003 AND 2014 OF THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993) FOR THE REMEDIAL WORK TO 491 RDP HOUSES IN LERATO PARK

The Tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

The offered Total of the Prices inclusive of Value Added Tax is

.....

..... Rand (in words); R (in figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

For the Tenderer:

Signature(s) _____

Name(s) _____

Capacity _____

Name and address of organisation:

Signature and Names of witnesses:

Signatures _____

Names _____

Date: _____

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the, Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement, between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract, are contained in

Agreements and Contract Data, (which includes this agreement)
Pricing Data
Scope of Work

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, or just after the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

For the Employer:

Signature(s)

Name(s)

Capacity

Name and address of organisation:

Signature and Names of witnesses:

Signatures

Names

Date:
