



Request for Proposals:

**Public Private Partnership for Design, Construction and Finance of
Middle-Income Residential Development, Sell & Transfer of
Complete Housing Units on Erf. 3339 Knysna.**

**APPOINTMENT OF A SUITABLE PRIVATE PARTNER
(Property Developer) with Sole Intent for RESIDENTIAL
PROPERTY DEVELOPMENT**

VOLUME 1 – RFP DOCUMENT & MBDs

VOLUME 2 – PPP DRAFT AGREEMENT

T16 OF 2025/26

16 OCTOBER 2025

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Rev - Final



Knysna

Municipality • Munisipaliteit • uMasipala
INCLUSIVE. INNOVATIVE. INSPIRED.

TENDER DOCUMENT

TENDER NUMBER:		T16 OF 2025/26	
TENDER DESCRIPTION:		REQUEST FOR PROPOSALS: PUBLIC PRIVATE PARTNERSHIP (AN APPOINTMENT OF A RESIDENTIAL PROPERTY DEVELOPER) FOR DESIGN, CONSTRUCTION AND FINANCE OF A MIDDLE-INCOME RESIDENTIAL DEVELOPMENT, SELL & TRANSFER OF COMPLETE HOUSING UNITS ON ERF. 3339 KNYSNA.	
CLOSING TIME:	12H00	CLOSING DATE:	19 November 2025
Submit Bid Tender Box at: SUPPLY CHAIN MANAGEMENT UNIT FINANCE BUILDING, QUEEN STREET KNYSNA 6570		NB: 1. All bids must be submitted on the official forms – (not to be re-typed) 2. Bids must be completed in black ink in writing. 3. Scanned or PDF bid document in a USB must also be submitted. 4. No using of tippex (colour eraser) is allowed. 5. No bids will be considered from persons in the service of the state	
Name of Bidder:			
Tendered Amount:			
B-BBEE Status Level of Contributor:			
Preference Points Claimed:			
CSD Supplier number			
CSD Unique reference number			
B-BBEE certificates submitted with the bid document MUST be VALID ORIGINAL BBBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES			
Signature of Knysna Municipality Officials at Tender Opening			

KNYSNA MUNICIPALITY TENDER NOTICE AND INVITATION TO BID									
DETAILS OF TENDERER									
NAME OF BIDDER:									
TRADING AS (if different from above):									
STREET ADDRESS:									
		City/Town		Code					
POSTAL ADDRESS:									
		City/Town		Code					
CONTACT PERSON:									
ENTERPRISE REGISTRATION NUMBER:			CIDB CRS NUMBER:	N/A					
TCS PIN			FACSIMILE NUMBER:						
E-MAIL ADDRESS:									
TELEPHONE NUMBER:			CELLPHONE NUMBER:						
HAS TAX COMPLIANCE STATUS PIN BEEN ATTACHED?				YES	NO				
HAS AN ORIGINAL OR CERTIFIED COPY OF A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)				YES	NO				
HAS THE DECLARATION BEEN COMPLETED AND CURRENT, ORIGINAL OR CERTIFIED MUNICIPAL ACCOUNTS BEEN ATTACHED? (MBD 15)				YES	NO				
DECLARATION									
I am duly authorised to represent the tenderer for the purpose of this tender and hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached document to the Knysna Municipality on the terms and conditions stipulated in this tender document and in accordance with the specification stipulated in the tender document.									
NAME (PRINT)				SIGNATURE					
CAPACITY				DATE					

 Knysna Municipality • Munisipaliteit • uMasipala INCLUSIVE. INNOVATIVE. INSPIRED.	KNYSNA MUNICIPALITY		
	TENDER NOTICE AND INVITATION TO BID		
	NOTICE NO:	1	DEPARTMENT: DIRECTORATE: INTERGRATED HUMAN SETTLEMENTS
ADVERTISED IN:	KNYSNA PLETT HERALD, MUNICIPAL NOTICE BOARD, MUNICIPAL WEBSITE, E-TENDER PORTAL		
BID NO:	T16 OF 2025/26	PUBLISHED DATE:	16 October 2025
Bids are hereby invited for (Tender Description):	REQUEST FOR PROPOSALS: PUBLIC PRIVATE PARTNERSHIP (AN APPOINTMENT OF A RESIDENTIAL PROPERTY DEVELOPER) FOR DESIGN, CONSTRUCTION AND FINANCE OF A MIDDLE-INCOME HOUSING DEVELOPMENT, SELL & TRANSFER OF COMPLETE HOUSING UNITS ON ERF. 3339 KNYSNA.		
CLOSING TIME AND DATE:	No later than 12H00	On the Date:	19 November 2025
	Bids will be opened immediately thereafter, in public at the Knysna Municipality, Supply Chain Management Unit, Finance Building, Queen Street, Knysna		
AVAILABILITY OF BID DOCUMENTS:			
Tender Documents will be available at no charge from the Knysna Municipality Website at www.knysna.gov.za (Website navigation is as follow: Do Business – Bidding Opportunities - Tenders – Current Tenders.).			
Website navigation is as follow: Do Business – Bidding Opportunities - Tenders – Current Tenders.		Website navigation is as follow: Do Business – Bidding Opportunities - Tenders – Current Tenders.	
Date Available:	16 October 2025	Non-refundable Documentation Fee:	N/A
BID RULES:			
1. Bids are to be completed in accordance with the conditions and bid rules contained in the bid document and supporting documents must be placed in a sealed envelope and externally endorsed WITH THE BID NUMBER, DESCRIPTION AND CLOSING DATE OF THE BID, and be deposited in the Bid Box, at the office of the Knysna Municipality, Supply Chain Management Unit, Finance Building, Queen Street, Knysna. Bids may only be submitted on the bid documentation that is issued. The bids are subject to the Council Supply Chain Management Policy, Preferential Procurement Policy Framework Act, 2000, and Preferential Procurement Regulations 2022. The Municipality reserves the right to withdraw any invitation to bid and/or re-advertise or to reject any bid or to accept a part of it. The Municipality does not bind itself to accept the lowest bid or to award a contract to the Bidder, scoring the highest number of points. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE AS DEFINED IN THE MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS Tenderers who are not yet registered are required to register on the Municipality's Accredited Supplier Database as well as the CSD. Application forms are obtainable from the official website – www.Knysna.gov.za.			
Preferential Procurement Point System Applicable	90/10	Local Content Requirement	N/A

CIDB Registration Required	Not Applicable	Validity Period	180 Days
Validity period	Notwithstanding the period of validity of bids as set out in the bid documents, the Municipality reserve the right to request validity extension.		
Site Meeting/Information Session	Compulsory clarification meeting will take place via Microsoft teams on 24 October 2025 at 10:00. Link details: Meeting ID: 314 340 291 285 3 Passcode: T9ZD6N9b		
ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:		ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:	
Section:	Integrated Human Settlements	Section:	Supply Chain Management
Contact Person:	Mr. Raymond Makhubedu	Contact Person:	M Mato
Tel:	Written Enquiries Only	Tel:	Written Enquiries Only
Email:	raymond@krmsconsulting.co.za	Email:	mmato@knysna.gov.za
AUTHORISED BY:		MUNICIPAL MANAGER	Dr. L. Mapholoba

Version 1.4

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KNYSNA MUNICIPALITY
TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of tender that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations before an award may be considered.

1.	In order to meet these requirements bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2.	Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za .
3.	SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
4.	The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
5.	In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
6.	Applications for Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website www.sars.gov.za .

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KNYSNA MUNICIPALITY DECLARATION OF INTEREST											
1.	No bid will be accepted from persons in the service of the state*.										
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.										
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.										
3.1.	Full Name of bidder or his / her representative:										
3.2.	Identity number:										
3.3.	Position occupied in the Company (director, trustee, shareholder ²)										
3.4.	Company Registration Number:										
3.5.	Tax Reference Number:										
3.6.	VAT Registration Number:										
3.7.	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.										
3.8.	Are you presently in the service of the state*	YES / NO									
3.8.1.	If yes, furnish particulars.										
3.9.	Have you been in the service of the state for the past twelve months?	YES / NO									
3.9.1.	If so, furnish particulars.										
3.10.	Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO									
3.10.1.	If so, state particulars.										
3.11.	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO									
3.11.1.	If so, state particulars.										
3.12.	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	YES / NO									
3.12.1.	If so, state particulars.										

3.13.	Is any spouse, child or parent of the company's directors, trustees, managers, principal shareholders or stakeholders in service of the state?	YES / NO	
3.13.1.	If so, furnish particulars.		
3.14.	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES / NO	
3.14.1.	If so, furnish particulars.		
4.	Full details of directors / trustees / members / shareholders:		
COMPLETION OF THE FOLLOWING INFORMATION IS COMPULSORY:			
Full Name		Identity Number	Individual Tax Number for each Director
CERTIFICATION			
I CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.			
NAME OF ENTERPRISE			
CAPACITY		DATE	
NAME (PRINT)		SIGNATURE	
¹ MSCM Regulations: "in the service of the state" means to be -			
a)	a member of – (i) any municipal council. (ii) any provincial legislature; or (iii) the National Assembly or the National Council of Provinces;		
b)	a member of the board of directors of any municipal entity;		
c)	an official or any Municipality or municipal entity;		
d)	an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);		
e)	a member of the accounting authority of any national or provincial entity; or		
f)	an employee of Parliament or a provincial legislature.		
² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.			

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

	Are you by law required to prepare annual financial statements for auditing?	
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years. 	*YES /NO
2	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	*YES /NO
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.	
2.2	If yes, provide particulars. 	
	* Delete if not applicable	*YES /NO
3	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	

3.1 If yes, furnish particulars 	
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? 4.1 If yes, furnish particulars 	*YES /NO

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

- a) Either the **90/10 or the 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

NB: BBBEE Certificate will be applied in order to allocate preference points. The 90/10 preference points system is applicable in this tender.

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name _____ of
company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:.....

DATE:

ADDRESS:

KNYSNA MUNICIPALITY			
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES			
1.	This Municipal Bidding Document serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.		
2.	The bid of any bidder may be rejected if that bidder, or any of its directors have:		
2.1.	abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;		
2.2.	been convicted for fraud or corruption during the past five years;		
2.3.	wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or		
2.4.	been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).		
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.		
3.1.	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).	Yes / No	
3.2.	If so, furnish particulars:		
3.3.	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes / No	
3.4.	If so, furnish particulars:		
3.5.	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes / No	
3.6.	If so, furnish particulars:		
3.7.	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes / No	
3.8.	If so, furnish particulars:		
3.9.	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes / No	
3.10.	If so, furnish particulars:		

4.	CERTIFICATION		
I CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.			
NAME OF ENTERPRISE			
CAPACITY		DATE	
NAME (PRINT)		SIGNATURE	
WITNESS 1		WITNESS 2	

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TENDER NUMBER: T16 OF 2025/26

CLOSING DATE FOR ACCEPTANCE OF RFP BIDS:

DATE: 19 NOVEMBER 2025

TIME: 12:00

SUBMISSION ADDRESS: Supply Chain Management Unit, Finance Building, Queen Street, Knysna

FOR THE ATTENTION OF:

The Project Officer: R. MAKHUBEDU

BID Administration

Taking into regard that this Bid is a Hybrid of both Open & Closed Tender Processes; the conditions herein infra apply:

By submitting your Bid or Request to Attend the Bid/Tender Clarification/Briefing Conference, you accept all Conditions of the Bid including and not limited to the following:

1. During the 30 days Bidding Period the following shall be the Protocol:
 - a. Should a Bidder or the Institution require any clarification(s), Error(s) identified or amendment(s) provided to any clause(s) of the RFP, he/she/it shall submit the same to the Email Address: raymond@krmsconsulting.co.za in the following format:
 - i. The Entity Name
 - ii. Date of submission
 - iii. The concern RFP Clause (No. and Page No.)
 - iv. The specific Clarification(s) sought, Error(s) identified, or amendment(s) provided to any clause(s) of the RFP.
 - v. Any Clarification(s) sought, Error(s) identified, or amendment(s) provided to any clause(s) of the RFP brought by anyone who is not on the Bidders List or Disqualified from proceeding to the next Bid Stage shall not be discussed.
 - vi. An email in response to the sender shall be: **“No response to this email. The Sender is not on the Bidders List”**.
 - vii. All responses to any Bidder on the Bidders Register or by the Institution in terms of any Clarification(s) sought, Error(s) identified, or amendment(s) provided to any clause(s) of the RFP shall be responded in the **Briefing Notes** and send to all other Bidders on the Bidders List,
 - viii. Any other communications shall be deemed **“Not Official”** and therefore not Binding.
 - ix. Answers to all emailed questions shall be responded to within 24 hours of the time the Question(s) is emailed to Email Address: raymond@krmsconsulting.co.za via **Briefing Notes** and emailed to **all** the Bidders List emails
2. **The Issue Log**
 - a. All Queries and matters relating to the PPP Project must be registered in the Issue Log
 - b. The Issue Log shall form part of the point of entry to Project Audit.
3. **Preferred Bidder and Reserved Bidder(s)**
 - a. The Institution reserves the right to have more than one Reserved Bidder however, the Preferred Bidder can only be one at a time until loosing, his/her/its status as a Preferred Bidder as the case might be.
 - b. Only Preferred Bidder and Reserved Bidder(s) shall receive letters of acknowledgement to their respective Status on the Bidding Process via email address: raymond@krmsconsulting.co.za to

- their respective email addresses
- c. All other Notifications to Unsuccessful Bidders shall be send to such Bidders email addresses (MBD 1 email) after the **TRV III** phase of the Bidding Stage.
4. **Contracting Stage**
- a. The Successful Bidder at the Contracting Stage is required to conclude the Agreement as per the confirmed date & terms between the successful Bidder and the Institution. Failure which, the Bid Bond might be forfeited.
 - b. The Signed Private Partner (the SPV) must commence works in office, establish **Office(s)**, Establish Site (including all Permits deemed necessary for the Works), the **Direct Contract(s)** and commence **Works** on Site within **30 Days** of Contracting Date. Failure which, shall be dealt with in terms of the Agreement concluded between the parties.
5. **Negotiations between the Contracting Parties** shall be in the following Format:
- The Members (The Negotiations Delegation)**
- i. The Accounting Officer or any other delegated Officer (MM)
 - ii. The PO
 - iii. The CFO
 - iv. The Head of SCM (Knysna)
 - v. Chairperson of the BSC
 - vi. The Head of Legal Services
 - vii. The TA (and Legal TA)
 - viii. The Independent Certifier (IC)
 - ix. The Secretariat
 - x. Any other Persons duly appointed by the Accounting Officer (MM).
 - xi. Officials of the Preferred Bidder.

The Negotiation proceedings

- The **Accounting Officer** or any other Delegated Officer shall be the Chairperson of all proceedings during this process.
- The **CFO** and **Head SCM** (assisted by Legal & the TA Legal) of the Institution shall report to the **Negotiations Delegation** that the Private Partner's **Direct Contracts** (with the Developer, Estate Agent and all other Outsourced Services), **Lender(s) Agreement(s)** and all **Bonds** are in place and in good order.
- The **PO** and **IC** shall countersign the PPP Agreement between the Parties and ensure that the agreement is lawful and executable.
- The Parties shall establish the **Escrow Bank Account** and be administered by the **CFO** of the Institution and the **PO** to certify all transactions of the Account.

The Construction Phase

- The SPV shall ensure that the Site is established within 30 days of the Contracting date, and all permits and Applications must be secured and filed with the PO.
- All Plans must be approved by the Municipality.
- Should the SPV have financial means to complete the works (Project costs) by its Shareholders Equity, the Independent Certifier will not be required however every payment (Invoices) due shall be certified by the PO.
- Should the Finance Gearing be in place (any lending) then, the Independent Certifier is required for all release of payments.
- Monies owed to the Institution on Sale of completed Properties shall be Approved by the PO for the Bank to pay from the Escrow Bank Account.
- The TA Inspectors & Municipal Building Inception Unit shall provide Quality Certification to the PO for Payment(s) approval(s).

The Handover Phase

- The SPV must hand over all Title Deeds alienated to buyers and the rest of the Complex Maintenance Manuals to the Institution.
- The Institution must make budget adjustments for further Service of the Site/ Complex.

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Table of Contents

1.	GLOSSARY OF TERMS.....	2
2.	OVERVIEW OF THE RFP	5
2.1	Broad Summary of the RFP.....	5
2.2	Purpose of this RFP	7
2.3	The Institution, broad goals and objectives of this RFP	7
2.4	The Erf 3339 Knysna Project	7
2.5	General Objectives	8
2.6	Specific Objectives	9
(i)	Legal	9
(j)	Technical	9
(k)	Financial	10
3.	TERMS AND CONDITIONS	10
3.1	Non-eligible Persons and not-for-profit organisations	11
3.2	Integrity and Honesty	11
3.3	Acknowledgement of Law.....	11
3.4	Invitation	12
3.5	Legal personality of a Bidder	12
3.6	Bid Costs, Bid Bonds and Development Fees	13
(b)	Bonds.....	13
(c)	Development Fees	15
3.7	Confidentiality	16
3.8	Corrupt gifts and payments.....	16
3.9	No contract	16
3.10	RFP Bid Validity	17
3.11	No collusion	17
3.12	Non-compliance	17

3.13	Signing requirements.....	17
3.14	Institution's right to conduct a BAFO process	18
3.15	Loss of Preferred Bidder status	18
4.	GENERAL INFORMATION TO THE BIDDERS.....	18
4.1	Project Scope.....	18
4.2	Parking.....	19
4.3	The Subject Property	19
4.4	Affordability	19
4.5	Project Management structure	20
	Figure 1 – Relationship between the Project Officer and stakeholders	20
4.6	Accounting for the Project.....	22
4.7	PPP Project Framework.....	23
4.8	Technical requirements	24
4.9	Preferential Procurement Requirements and Objectives	24
4.10	Financing	25
	Figure 2 – Proposed PPP Project Structure.....	26
4.11	Procurement framework and timelines	27
(a)	Data Room.....	28
(b)	Location of the Data Room	28
(c)	Information provided in the Data Room.....	28
(d)	No representation of warranties.....	28
(e)	Project Sites Visits.....	28
(ii)	Other Project Sites Visits.....	29
5.	MANDATORY / COMPLIANCE REQUIREMENTS	29
5.1	An RFP Bid for the project and Other Bids from the Preferred Bidder.	29
5.2	Compliant Bids.....	29
	Table 1 – RFP Bid Mandatory Requirements in respect of the Project	30

6.	General Requirements	31
6.2	Bidder Conference (Briefing Session).....	31
6.3	RFP FORMAT	32
6.4	Bid Submission Date	32
6.5	RFP Bid copies and presentation of the RFP Bid to the Institution.....	33
6.6	Changes	33
6.7	Re-solicitation	33
6.8	Sole Property	33
6.9	Incorrect or Misleading Information	34
6.10	Contact Policy	34
6.11	Inconsistency	35
6.12	Further information	35
7.	EVALUATION CRITERIA.....	35
7.1	Introduction	35
7.2	Tests for responsiveness	36
7.3	Functional Evaluation and Scoring Process.....	37
	Table 3 – Weighting of the scores per evaluation area.....	37
7.4	PRICE DETERMINATION.....	47
7.5	90/10 Preference Point System Evaluation.....	47
7.6	Objective criteria	48
8.	RFP Bid Price (determination of affordability against feasibility study)	48
	ANNEX 1	50
	SITE INFORMATION.....	50
	ANNEX 2	51
	(OBJECTIVES AND ELEMENTS).....	51
	(SUBCONTRACTING)	54
	(EVALUATION OF FUNCTIONALITY CRITERIA)	54

(EPWP REQUIREMENTS)	55
(THE 90/10 PREFERENCE POINT SYSTEM AS PER REGULATION 7 OF THE PPPF ACT).....	57
(b) The determination of the RFP Bid Price.....	57
PART 7.....	58
ANNEX 3.....	59
PROJECT FINANCIAL STRUCTURE.....	59
Overview of Financial Structure.....	59
Equity Funding	59
Debt Financing	59
Management of the financial structure during the Project Term	60
Proposed financial year end of the Private Party	60
Levels of funding commitment.....	60
Contents of the Financial Model.....	60
Accounting treatment for the Project.....	62
Insurance.....	62
Financial model assumptionsTable 2	62
ANNEX 5 (LETTER OF INTENT)	65
[insert date].....	65
REQUEST FOR PROPOSAL:.....	65
ANNEX 6.....	67
ANNEX 7 (CONFIDENTIALITY UNDERTAKING).....	69
REQUEST FOR PROPOSAL:.....	69
ANNEX 8.....	71
.....	72
CERTIFICATION	72
MBD 6.1.....	73
80/20 or 90/10.....	74
80/20 or 90/10.....	75

ANNEX 9	78
ANNEX 10	79
Figure 1: The performance based approach to the procurement of houses	80
CONTENTS Page number	84
1 SCOPE	1
2 NORMATIVE REFERENCES	1
3 DEFINITIONS	2
4 REQUIREMENTS	5
5 PERFORMANCE PARAMETERS	9
5.1 General	9
5.2 Acoustic performance for walls separating attached houses.....	9
5.3 Condensation.....	9
5.4 Fire safety.....	10
5.4.1 General	10
5.4.2 User performance level 1	13
5.4.3 User performance level 2	13
5.5 Functionality	13
Table 4: Rooms and their dimensions.....	14
5.6 Moisture penetration	15
5.7 Sanitation.....	16
5.7.1 General	16
5.7.2 Waterborne sanitation option	16
5.7.3 Septic tank option.....	16
5.7.4 Conservancy tank option.....	17
5.7.5 On-site digester option	17
5.7.6 Ventilated improved pit latrine option	17
5.8 Structural safety, serviceability and durability	17
Table 6: Representative actions and impacts applied to the house structure and structural elements	18
Table 7: Structural response of house structure and structural elements to representative actions and impacts.....	20
Table 9: Classification of damage with reference to concrete surface beds	21
5.9 Acoustic (general)	22
5.10 Construction accuracy (optional context)	22
5.11 Water saving measures	26
6 CONSTRUCTION SOLUTIONS	26
7 STANDARD TESTS	27
7.1 Rain penetration tests.....	27
7.1.1 Rain penetration tests for roofs.....	27
7.1.2 Rain penetration test for walls	27
User Performance Level 1 :	27
• Walls with a roof overhang in accordance with Figure 4:.....	27
User Performance Level 2:.....	27
Table 18: Test period for standard non-pressurized rain penetration tests.....	28
7.1.2.2 Standard pressure test for non-standardised walling systems or systems with joints	29
7.2 Structural safety, serviceability and durability	29
7.2.1 General	29
7.2.2 General performance tests	29
Table 19: Height of swing in sandbag test required to simulate a range of impacts on walls	30
Table 20: Height of swing required in steel tool impact resistance test to simulate a range of impacts on walls.....	31

7.2.2.4 Test for heavyweight fittings	32
7.2.2.5 Test for shelving	33
7.2.2.6 Resistance to Door Slamming	33
7.2.2.7 Hail resistance test.....	33
7.2.3 Tests for structural strength and stability	34
7.2.4 Tests for dry-stack masonry walls.....	34
7.3 Sanitation tests	34
7.3.1 On-site digesters load testing.....	34
7.3.2 Tests for sanitary performance of water closet pans	34
7.3.3 In-situ percolation test	34
7.4 Roof waterproofing system.....	35
7.4.1 Test for resistance to pull-off under suction	35
7.4.2 Test for resistance to peel.....	35
7.4.3 Test of waterproof membrane for resistance to water pressure.....	35
7.4.4 Test for resistance to thermal shock (sheet membranes).....	35
7.4.5 Tests for dimensional stability	36
7.4.6 Test for resistance to sliding (flexible sheets on sloping roofs).....	36
7.4.7 Test for resistance to cyclical failure	36
7.4.8 Test for resistance to static puncture	36
7.4.9 Tests for resistance to dynamic puncture.....	36
7.4.10 Test to measure permeability of water vapour.....	36
7.4.11 Test for single layer waterproofing systems.....	36
7.4.12 Tests relating to the handling of the waterproofing materials on site.....	36
Annexure 1: Regulation of house construction in South Africa	37
Annexure 2: The essential differences between the two User Performance Levels.....	38
a) Resistance to rain penetration.....	38
b) Distress in walls arising from foundation movements in walls and floors.....	38
c) Deflection of members.....	38
d) Resistance to local damage due to hail stones and when struck by blunt and sharp objects	38
e) Frequency of maintenance cycles	38
f) Fire safety.....	39
g) Construction	39
Table 2.1: Principal differences between the two user performance levels.....	39
Annexure 3: National Building Regulations.....	40
Annexure 4: NHBRC Technical Requirements.....	45
Annexure 5: Specification data	47
1 Variations to the generic specification, if any	47
2 Contract specific data	47
2.2 Optional attributes.....	48
Annexure 6: Community preference schedule.....	49
Part A: Basic parameters.....	49
SECURITY.....	52
(URBAN DESIGN GUIDELINES)	52

(i) Procurement framework and timelines 53

(iii) Heritage aspects..... 53

(iv) Bidder's due diligence..... 54

- Data Room..... 54
- Location of the Data Room 54
- Information provided in the Data Room..... 54
- No representation of warranties..... 54

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IMPORTANT NOTICE

The Institution provides the information which is contained in or sent with this RFP, or which is made available in connection with any further enquiries, or in subsequent Briefing Notes (the **Information provided**), in good faith. This document (which expression shall include all other information, written or oral, made available during the procurement process) is being made available by the Institution to potential Bidders on the condition that it is used solely in connection with the procurement process for the Project and for no other purpose.

All costs (of whatever nature) incurred by each Bidder, Member, Key Contractor or any other person in relation to any stage of the procurement and/or negotiation process in respect of this Project are for such Bidder, Member, Key Contractor's or other person's account alone. The Institution is not obliged to accept any RFP Bid or to appoint any Bidder(s) as a Preferred Bidder in respect of the Project.

Bidders submitting RFP Bids will be deemed to do so on the basis that they have satisfied themselves as to the authority of the Institution to procure the Project and to be fully acquainted with the laws of South Africa (including without limitation all statutes and regulations (on a national, provincial and municipal level)) in relation to Public Private Partnerships and the subject matter of the Project.

This document is not intended to form any part or basis of any investment decision by Bidders. The Bidders and/or recipients should not consider this document as an investment recommendation by the Institution, its officials, employees or any of its advisors. Each person to whom this document (and other related documents) is made available to, must make his, her or its own independent assessment of the Project and take such professional advice as he, she or it deems necessary.

Neither the receipt of this document or any related document by any person, nor any information contained in this document or documents distributed with it or previously or subsequently communicated to any of its advisors, is to be taken as constituting the giving of investment advice by the Institution, its officials, employees or advisors.

While reasonable care has been taken in preparing this RFP and other documents related to it, they do not purport to be comprehensive or to have been verified by the Institution, its officials, employees, advisors or any other person. Neither the Institution, its officials, employees nor any of its advisors accept any liability or responsibility for the adequacy, accuracy or completeness of any of the information or opinions stated in any document.

No representation or warranty, express or implied, is or will be given by the Institution, or any of its officers, employees or advisors, with respect to the information or opinions contained in this RFP or any document, or on which any document is based. Any liability in respect of such representations or warranties, howsoever arising, is hereby expressly disclaimed.

The Institution reserves the right to amend, modify or withdraw this RFP, or to amend, modify or terminate any of the procedures or requirements of the RFP phase of the procurement process for the Project at anytime and from time to time, without prior notice and without liability to compensate or reimburse any party or person.

Any requirement set out in this RFP regarding the content of an RFP Bid is stipulated for the sole benefit of the Institution and, save as expressly stated to the contrary, may be waived at its discretion at any stage in the procurement process. The Institution reserves the right to adopt any proposal made by any Bidder at any time and to include such proposal in any procurement document at any stage of the procurement process, without compensation, which if included will be made available to Bidders in the form of a Briefing Note.

1. GLOSSARY OF TERMS

The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:

Advisory Team means the Transaction Advisor appointed by the institution and the team of specialists subcontracted to the Transaction Advisor.

Affordable means that the financial commitments to be incurred by the Institution in terms of the PPP Agreement can be met by:

- (a) funds designated within the Institution's anticipated budget(s) for the function(s) to which the PPP Agreement relates.
- (b) funds destined for the Institution in accordance with the Medium-Term future budgetary projections for the Institution; and
- (c) other savings created by the Project in other budget categories of the Institution and/or User Institutions as may be determined.

Availability Standards means the standard for availability of a Facilities unit as specified in the Output Specifications.

BAFO means a defined process in which Bidders will be required to produce best and final offers based on bidder specific guidance as the basis of final selection of Preferred and Reserve Bidders.

B-BBEE Act means the Broad-based Black Economic Empowerment Act, 2003.

Bid Bond means the bond to be provided by the Bidder to the Institution on or by the Bid Submission Date in the form provided in Annex 6 (Pro Forma Bond);

Bid Submission Date means the Date as stipulated in the Bid (RFP) advertisement as the Closing Date for acceptance of Bids or any other date as shall be communicated to Bidders as Addenda for Extension of Time or deferment of the Closing Date for Acceptance of Bids.

Bid Validity Period means the period identified as the Bid Validity Period in Clause 3.10 (RFP Bid Validity);

Bidder means, a Consortium which submits or intends to submit an RFP Bid no later than the Bid Submission Date.

Black Person means any African, Coloured, Indian and Chinese South African Citizen.

Black Shareholder means any shareholder that is a Black Person or a Black Enterprise.

Briefing Note means written notices issued by the Institution to disseminate further instructions, programme changes, information updates and clarifications in relation to the Project, each entitled "*Briefing Note to the RFP*", and to be consecutively numbered and referenced to the Project;

Business Day means any day except a Saturday, Sunday or public holiday in South Africa;

Change in Control means any change whatsoever in Control whether effected directly or indirectly;

Compliant Bid means an RFP Bid that meets the requirements of this RFP;

Consortium means any group of persons or Enterprises submitting an RFP Bid to perform the Project

Deliverables as required by the Institution, irrespective of whether there is any formal agreement between them;

Constitution means the Constitution of the Republic of South Africa Act, 1996;

Control means, in relation to any entity, the ability directly or indirectly to direct or cause the direction of the votes attaching to the majority of its issued shares or interests carrying voting rights, or to appoint or remove or cause the appointment or removal of any directors (or equivalent officials) or those of its directors (or equivalent officials) holding the majority of the voting rights on its board of directors (or equivalent body);

Data Room means the data room established by the Institution in accordance with this RFP;

Development Fee means the non-refundable fee payable by the Preferred Bidder to the Institution in accordance with the provisions of Clause 3.6(c) (Development Fees);

Development Period shall have the meaning given to that term in the PPP Agreement;

Disabled Person means a person who has a long-term or recurring physical or mental impairment which substantially limits her prospects of entry into, or advancement in, employment;

Enterprise means a company, close corporation, juristic person, trust, partnership, joint venture, association or any other form of legal entity recognised by law as a medium through which activities relating to the Project Deliverables (including providing debt finance) may be engaged in, whether or not having separate legal personality;

EPWP means the Expanded Public Works Programme;

Equity means, in relation to a Private Party, any and all issued shares (or to be issued) in the authorised share capital of the Private Party, and the principal of any and all loans made by shareholders of the Private Party, whether or not such loans are evidenced by written agreements, debentures or other documentation;

Facilities means the buildings and other facilities together with all supporting infrastructure, plant and equipment acceding to each Project Site, as required to enable a Private Party to exercise its rights and perform its obligations included in the Project Deliverables and **Facility** shall be construed accordingly;

Financial Close means the date, following the Signature Date, on which the last of the conditions precedent in a PPP Agreement is fulfilled for any Project, or waived, as the case may be, and financing documents become unconditional in accordance with their terms;

Government means the Government of the Republic of South Africa constituted in terms of the Constitution;

PG means the Provincial Government of the Republic of South Africa as constituted in terms of Chapter 6 of the Constitution;

Institution means the Knysna Municipality, a Municipality within the GRDM;

Key Contractor means the Turnkey Contractor or the Operations Contractor, as the context requires;

ERF 3339 has the meaning assigned to it in 2.4 below;

ERF 3339 Project has the meaning assigned to it in 2.4 below;

Lead Member means the Enterprise authorised by the persons constituting a Bidder to sign its RFP Bid and bind the members of that Bidder;

Lenders mean a financial institution(s) that will provide the financing to the Private Party in various capacities (other than as a shareholder in the Private Party) and in respect of various types of debt provided by them, under the financing agreements;

Member means either individuals or Enterprises that have acquired or have committed in an RFP Bid to acquiring Equity in a Private Party or, with respect to a Bidder which is a Consortium, each member thereof;

MFMA means the Municipal Finance Management Act, 2003;

National Treasury means the National Treasury of the Government, established as an organ of state within the national executive in terms of Section 91 of the Constitution and listed in Schedule 1 of the Public Service Act;

Operations Contractor means a Key Contractor who will enter into a contract with the Private Party for the execution of the Private Party's obligations regarding the provision of the Services for a defined period post development phase of the PPP Agreement;

Output Specifications: The entire RFP constitute the Output Specification and supplementary information shall be provided by way of Briefing Notes as and when required. The Output Specification shall be further provided for in the PPP Agreement after negotiation with the Appointed Bidder.

Performance Standards means the standard for performance of a Service as specified in the Output Specifications;

PFMA means the Public Finance Management Act, 1999;

PPP means a public private partnership, as defined in the PPP Regulations;

PPP Agreement means the public private partnership agreement together with its schedules contemplated in the PPP Regulations and in the form attached in Volume Two to be entered into by the Institution and the Private Party governing the delivery of the Project Deliverables;

PPPF Act means the Preferential Procurement Policy Framework Act, 2000;

PPP Regulations means Municipal PPP Regulations; GoN R309, G. 27431 (c.i.o 1 April 2005). in terms of section 168 of the Local Government: Municipal Finance Management Act, 2003 (Act 56 of 2003).

Preferential Procurement Requirements means the requirements set out in Schedule 2;

Preferred Bidder means a Bidder who, following evaluation of the RFP Bids, is selected by the Institution as the party preferred to conclude a PPP Agreement in respect of the Project;

Preferred Bidder Bond means the bond to be provided by the Bidder to the Institution in the form provided in Annex 6 (Pro Forma Bond);

Private Party means the Preferred Bidder who is awarded the Project and concludes the PPP Agreement in relation to the Project;

Project means the provision by the Private Party of the Project Deliverables to the Institution in relation to the Complex and pursuant to and in accordance with the provisions of the PPP Agreement;

Project Deliverables means the performance of the Works, Transfer and the Services;

Project Officer means the person appointed or to be appointed by the Institution in terms of the PPP Regulations from time to time who is responsible for the management of the Project on behalf of the Institution;

Project Site means the immovable property named the Development Site;

Reserve Bidder means the Bidder appointed for consideration in the event of failure of negotiations with the Preferred Bidder;

RFP means this Request for Proposal issued by the Institution in relation to the Project;

RFP Bid means a proposal submitted or, as the context requires, to be submitted by a Bidder in response to this RFP;

RFP Bid Price means the price offered by the Bidder in its RFP Bid for undertaking the Project;

Service Commencement has the meaning assigned to it in the PPP Agreement;

Service Period shall have the meaning given to that term in the PPP Agreement;

Signature Date means the date of signature of the PPP Agreement, and if signed on different dates, the last of such dates;

South Africa means the Republic of South Africa, constituted in terms of the Constitution;

Special Purpose Vehicle (SPV) is a separate legal entity established to undertake a specific project or financial transaction, often to isolate financial risk and facilitate project-specific financing.

Transaction Advisor means the person appointed by the Institution to advise the Institution in relation to the Project;

Turnkey Contractor means a Key Contractor who will enter into a contract with the Private Party for the execution of the Private Party's obligations with regard to the Works;

Value for Money means that the provision of the Project Deliverables (including the use of state property) by the Private Party in terms of the PPP Agreement results in a net benefit to the Institution defined in terms of cost, quality, quantity, risk transfer or a combination thereof; and

Works means the design, construction, and commissioning works to be undertaken by the Private Party to enable it to meet the Output Specifications, as may be subsequently amended in accordance with the PPP Agreement.

2. OVERVIEW OF THE RFP

2.1 Broad Summary of the RFP

This RFP has been prepared in accordance with the requirements of Module 5: PPP Procurement of the Municipal PPP Manual and is split into Volume One and Volume Two. Volume One contains the RFP as described below and Volume Two contains the Public Private Partnership Agreement and schedules thereto for the Project.

(a) Volume One of this RFP is set out as follows:

- (i) Clause 1 (Glossary of Terms) provides the glossary of terms detailing the defined terms used within this RFP;

- (ii) Clause 2 (Overview of the RFP) sets out an overview of the RFP, focusing on its purpose, an introduction to the Institution, a broad description of the Erf 3339 Knysna Residential Complex Project and the specific goals and objectives of this RFP stated in broad terms;
- (iii) Clause 3 (Terms and Conditions) sets out the terms and conditions on which this RFP is based;
- (iv) Clause 4 (General Information to the Bidders) provides general information to the Bidders and includes, inter alia, the scope of the Project, the PPP legal framework, information on the Project Sites, and the technical, financial and Preferential Procurement Requirements objectives of the Project, timelines and environmental and heritage aspects;
- (v) Clause 5 (Compliance/ Mandatory Requirements) sets out the mandatory requirements which each RFP Bid must contain;
- (vi) Clause 6 (General requirements) sets out the instructions to each Bidder in preparing its response to this RFP;
- (vii) Clause 7 (Evaluation Criteria) sets out the basis upon which the Institution shall evaluate each RFP Bid;
- (viii) Clause 8 (Determination of the RFP bid price) -
- (ix) Annex 1 (Supplementary Information Provided To A Bidder In Support Of Preparing Its Project Delivery Proposal) sets out additional information a Bidder should consider in putting together its RFP Bid;
- (x) Annex 2 (Preferential Procurement Requirements) sets out details of Preferential Procurement Requirements;
- (xi) Annex 3 (Financial and Insurance Requirements) sets out detailed financial and insurance requirements;
- (xii) Annex 4 (Declaration of a Bidder) is the declaration that a Bidder is required to make;
- (xiii) Annex 5 (Letter of Intent) is a letter to be signed by a Bidder making certain undertakings and confirmations;
- (xiv) Annex 6 (Pro Forma Bond) is a form of Bid Bond to be included in the RFP Bid by a Bidder;
- (xv) Annex 7 (Confidentiality Undertaking) is a form of confidentiality undertaking to be signed by a Bidder undertaking to keep information confidential;
- (xvi) Annex 8 (Standard Bidding Documents) sets out standard bidding to be completed and included in an RFP Bid by a Bidder;
- (xvii) Annex 9 is the (DRAFT ARCHITECTURAL PRESENTATION)
SEE ATTACHED FILE;
- (xviii) Annex 10 is the Planned Site Layout
- (xix) Annex 11 is the Typical Units Layouts (NB. Bidders are not compelled to the Layouts. Variant Bids are allowed in so far as and limited to the Zoned Areas as per Annex 10).

(xx) Annex 12 is the (Urban Design Guidelines) Institution's Urban Design Guidelines.

(xxi) Annex 13 is the available Services Layouts on Site

(b) Volume Two of the RFP incorporates the PPP Agreement and its Schedules.

2.2 Purpose of this RFP

This RFP is prepared and issued for the following purposes:

- (a) to set out the rules of participation in this RFP;
- (b) to provide information about the Project to each Bidder so as to enable it to prepare a comprehensive and competitive RFP Bid it submits;
- (c) to give guidance to each Bidder in the preparation of each RFP Bid it submits;
- (d) to allow each Bidder to perform a due diligence investigation on all matters relevant to the RFP Bid it submits;
- (e) to provide details of the remainder of the procurement process, including timeframes and milestones; and
- (f) to enable the Institution to select a Preferred Bidder and a Reserve Bidder (if any) in respect of the Project.

2.3 The Institution, broad goals and objectives of this RFP

- (a) The Knysna Municipality (The Institution), as a single local authority, was established in December 2000, after the local elections dissolved the TLCs and TRC.
- (b) The Institution aims to provide affordable, quality services, alleviate poverty, and facilitate social and economic development within the Greater Knysna area through integrated planning, skills development, and sustainable resource use.
- (c) Amongst the primary goals of the Institution, it is tasked with Provision or enabling the provision of Social Housing Scheme for Access by all its population classes within its Municipal jurisdiction.
- (d) The Project will create a Residential Complex for Low-Income Earners and contribute to the Urban Densification Strategy of the Institution.

2.4 The Erf 3339 Knysna Project

The aim of the Project is to Develop the **ERF 3339, Knysna** into Affordable Residential Housing (the Units) Development through a Public Private Partnership (PPP) by concluding and entering a PPP Contract between the Preferred Bidder (The Developer) and the Knysna Local Municipality. In the main, the Developer is called upon to provide all services required by Law to Establish a fully functional Residential Development in terms of Environmental Issues, Zoning, Township Establishment and Construction, Selling of Ready to Occupy Units and the Development of the Facility Management & Maintenance Plan on behalf of the Institution

The Erf 3339 Knysna is a long-awaited initiative for Equal Social Space & Urban Densification Project with the intention to discourage Urban Sprawl and Land Grab amongst others. At the centre of the Project initiation is the Provision of accessible Housing for the so called "The Missing-Middle" Income Group by the Institution.

- (a) The goals and objectives of the Project are to act as:
 - (i) a catalyst and demonstration project for the sustainable provision of Urbanized Middle-Income Housing Scheme within the Knysna Municipal Jurisdiction;
 - (ii) a model of how Municipalities can achieve spatial efficiency;
 - (iii) The effectiveness of Sectional Title Deed approach to irradiate Informal Settlements and enhance Human Dignity; and
 - (iv) Job Creation while taking advantage of Economic Growth (GDP).

Are largely set out or implied in the array of reports and studies generated by the Institution on the Erf 3339 Knysna Project over its long gestation period, as well as in the accumulation of decision support documents included in the Data Room.

- (b) The Institution, after having considered its options, and having obtained the required approvals in terms of the PPP Regulations, has issued this RFP to procure the Project by way of a PPP in accordance with the PPP Regulations and other relevant procurement laws.

2.5 General Objectives

- (a) Procurement of an Affordable, Sociable, Low Maintenance and compliant Household Development with an optimal project structure;
- (b) ensuring the provision of affordable Residential Opportunities;
- (c) promoting Preferential Procurement Requirements;
- (d) successful management of key stakeholder relationships in the preparation of the Project, eliminating a need for a BAFO process;
- (e) achieving Financial Close in respect of the Project within the shortest possible timeframe;
- (f) achievement of appropriate risk transfer to the Private Party and Value for Money for the Institution;
- (g) improving service delivery by the Knysna Local Municipality through efficient service provision to the public and community at large.
- (h) harvesting Economic Growth as capacity to attract Skilled into its Jurisdiction and increase quality service delivery through densification and attaining required thresholds for Public Infrastructure & Social systems akin to Public Transport & Multi-Social Services Hubs amongst others.
- (i) creating a vehicle for increasing participation by Previously Disadvantaged People in the property developments and Ownership within the Knysna boundaries
- (j) Bringing the Working Class closer to their places of work or business thereby reducing the Maintenance Cost of Roads Infrastructure and Basic Cost of living; and
- (k) Saving on Legal Costs incurred in the Eviction Court Actions in curbing the sprawl of Illegal occupation of land which translates into delivery on its mandate and value for money.

2.6 Specific Objectives

In addition to the general objectives, several specific objectives have been identified. A Bidder is required in its RFP Bid to demonstrate how it intends addressing each of the Project objectives. The objectives consist of the Legal Objectives, Technical Objectives, Financial Objectives and Preferential Procurement Requirements as set out in Clauses 2.6(b) to 2.6(e) below.

- (a) In respect of the Site Development Plan, a Private Party is expected to analyse the current Zoning status, Topography of the Site, and ensure compliance with the Zoning Scheme.
- (b) Design a Site Development Plan (SDP) suitable to achieve the threshold number of Units,
- (c) Register the Township with the respective Surveyor General & Deeds Authority, achieve the Township establishment in terms of the relevant laws & Regulations,
- (d) Erect a functional, affordable, durable & low-maintenance perimeter enclosure of the site immediately after the PPP agreement is Signed,
- (e) Design & erect recreational facilities within the site, install security control systems, commission,
- (f) Develop operational systems, Manuals and Urban Design Guidelines including the maintenance methodology and submit the same to the Institution,
- (g) Finance all activities and train & transfer the complete Units (Houses, Flats, Town Houses) to qualifying Buys, hand over the remainder of the Development (Communal spaces) to Facilities Management (FM) of the Institution or the Directorate of Integrated Human Settlements, Knysna Municipality in a progressive manner spanning a 3 year period from the date on Development date.
- (h) In respect of the Housing Units, a Private Party is expected to design, construct, install all services, commission, Finance, Advertise, apply for Subsidies to qualifying Buyers, Sell and Transfer Title to new Sectional Owners ready to occupy houses.
- (i) Legal**
 - (i) The PPP Agreement Annex E shall form as the basis of negotiations at BAFO stage under a controlled environment between the Preferred Bidder and the Institution) and may not be marked by the Bidders. The Institution reserves the right to issue a revised version of the PPP Agreement and the Direct Agreement prior to the Bid Submission Date; and
 - (ii) Detailed and initialled heads of terms for each Key Contract must be submitted as part of a Bidder's RFP Bid demonstrating appropriate flow down of risk from the Private Party and the relevant contractor, and where any such risk stays with the Private Party a full explanation of how the Private Party will manage such risk.
- (j) Technical**
 - (i) a comprehensive technical proposal and costing to the level of total cost of ownership demonstrating that the requirements set out in the Output Specifications will be met;
 - (ii) design and development to a level that includes the Complex space planning, Units Layouts & Plans, interior fittings, demonstrating that the requirements set out in the Output Specifications will be met and integrating private Living spaces within the communal open space with basic social facilities needed for the Middle-Income

income group within the Complex reflecting a dignified way of life;

- (iii) compliance with all Environmental requirements as shall be determined through the Environmental Impact Assessment (EIA);
- (iv) each Bidder must include in its RFP Bid, high resolution, J-peg format photo- realistic renders for all typical areas. Each photo-realistic render must clearly represent the site Development, Recreational & Sporting Equipment, Entrance Gate (s), Walkways, Parking Layout, Security Features (e.g. the perimeter Fencing), the perspective Stacking or grouping of the Units, Access and Escape routes, Shared Basic Services Areas (e.g. The Laundry Drying Yards), the Individual Unit Plans (e.g. 2 (Two)-Bedrooms Units & 3 (Three)-Bedrooms Units), fittings and materials proposed for the Project and reflect the solution as at the Service Commencement;
- (v) high resolution, MP4 format photo-realistic animations in the bid submission must include:
 - (A) an internal photo-realistic walk-through animation through a typical floor;
 - (B) an external photo-realistic animation of the exterior which clearly represents what the exterior of the completed Project will look like;
 - (C) the animations must reflect the design solution proposal as at the Services Commencement;
 - (D) a design and services methodology demonstrating how operations and operability will be incorporated into the design and the design process; and
 - (E) an operations and maintenance methodology demonstrating how the Facilities will be operated and maintained to achieve a suitable Living Environment and preservation of the Complex over the design life span of the Complex; and
- (vi) no physical models are required for bid submission. The Preferred Bidder will be required to provide full physical mock ups as detailed in Part 2 of Schedule 3 of the PPP Agreement.

(k) Financial

RFP Bids must be fully underwritten by registered Financial Service Providers and provide detailed terms by committed Lenders and must demonstrate sufficient Value for Money as measured against the Public Sector Comparator for the Institution.

3. TERMS AND CONDITIONS

A Bidder in submitting an RFP Bid is deemed to do so on the basis that it acknowledges and accepts the terms of this RFP.

The procurement of the Project will, in addition to complying with the PPP Regulations, be executed within the general ambit of the Institutional policies, procedures and controls of the Institution. Considering the aforementioned, Bidders should take due cognizance of copies of the Institution supply chain management policy, fraud prevention policy as well as fraud prevention strategy, which will be available in the Data Room. **It should, however, be noted that this RFP may contain specific requirements over and above the general policies that should be closely adhered to by a Bidder.** This RFP will prevail should there be any discrepancy between it and the said Institution policies and procedures.

3.1 Non-eligible Persons and not-for-profit organisations

- (a) Any RFP Bid including the involvement of any person:
 - (i) blacklisted by the National Treasury under the Register for Tender Defaulters in terms of GN 194 of 11 April 2005 issued in terms of the Prevention & Combating of Corrupt Activities Act, 2004;
 - (ii) listed on the Disqualified Director's Register (maintained by the Companies and Intellectual Property Registration Office) in terms of section 218(1A)(6) of the Companies Act available on <http://www.cipro.co.za>;
 - (iii) who is initiating or has initiated any litigation, arbitration or other administrative proceedings against the Institution, the Knysna Municipality or the Government of South Africa in respect of the Erf 3339 Knysna Project; or
 - (iv) who has been found guilty in a court of law for fraud or corruption related crimes,

will be rejected by the Institution.
- (b) Any RFP Bid including the involvement of any National Public Entity or provincial public entity (each as contemplated under the MFMA), other than a financial institution, will be rejected by the Institution.
- (c) Any RFP bid including the involvement of any International Public Entity, National Public entity or Provincial Public entity (each as contemplated under the MFMA) being a financial institution will be rejected by the Institution, unless the role of such public entity being a financial institution is limited to the provision of debt that is provided at competitive rates and in a competitive environment, and the provision of such debt is made available to all Bidders.
- (d) No national public entity or a provincial public entity shall participate as member of or Contractor (at any level) to a Bidder unless:
 - (i) approved in advance by the applicable ministry with responsibility over such public entity;
 - (ii) the involvement of such public entity has been secured in advance by the Institution through a third party agreement;
 - (iii) the provision of services by such public entity is made available to all Bidders; and
 - (iv) the provision of services by such public entity is permitted by law.

3.2 Integrity and Honesty

A Bidder must act with the highest degree of integrity and honesty and with the utmost good faith in all dealings with the Institution. An RFP Bid must not contain any misrepresentations and a Bidder is required in terms of Annex 4 (Declaration of a Bidder) to warrant that no misstatements or omissions are contained in its RFP Bid.

3.3 Acknowledgement of Law

- (a) Each Bidder must be fully acquainted with the laws of South Africa (including without limitation all statutes and regulations (on a national, provincial and municipal level)) in relation to Public Private Partnerships and the subject matter of the Project, and it must comply

with such laws. Each Bidder must sign the declaration set out in Annex 4 (Declaration of a Bidder) and Annex 5 (Letter of Intent).

- (b) In accordance with the provisions of the MFMA, the Institution is authorised to procure the Project as a PPP. Accordingly, the Institution requires each Bidder to confirm that it believes the Institution is authorised to procure the Project. A Bidder's position must be set out in the declaration as per Annex 4 (Declaration of a Bidder).

3.4 Invitation

- (a) Bidders are hereby invited to submit RFP Bids to be considered for appointment as Preferred Bidders in terms of and subject to the terms and conditions of this RFP.
- (b) A Bidder appointed as the Preferred Bidder in respect of the Project shall, subject to the requirements of this RFP, conclude the PPP Agreement in respect of the Project. A Reserve Bidder shall only be required to conclude the PPP Agreement in the event that the PPP Agreement is not or cannot be concluded with the Preferred Bidder or the Preferred Bidder is disqualified or the Preferred Bidder's status is revoked and in which event the Reserve Bidder shall be invited to conclude the PPP Agreement with the Institution in respect of the Project. The Institution reserves the right to appoint a Reserve Bidder at any time subsequent to the disqualification of the Preferred Bidder or if the PPP Agreement is not or cannot be concluded with the Preferred Bidder.
- (c) In the event that the Institution is unable to conclude an agreement with a Preferred Bidder or a Reserve Bidder for the Project, the Institution reserves the right to seek a new Private Party or at its sole discretion to procure the Project with a successor Private Party or any other form of a procurement of the Project as a whole or as possibly subdivided into several procurements of whatever nature at the entire discretion of the Institution.
- (d) No person (other than a Lender and a BEE material and/or Fittings supplier (**BEE Material and/or Fittings Supplier**)) or advisor to a person may be a member of, or in any way participate in or be involved with (either directly or indirectly), more than one Bidder at any stage during the procurement process without the prior written consent of the Institution, which may be granted or refused in its sole and absolute discretion. Lenders and BEE Material and/or Fittings Suppliers are permitted to support more than one Bidder subject to the observation, implementation and enforcement of strict information barriers and strict compliance with laws (including Competition laws).

3.5 Legal personality of a Bidder

- (a) The Preferred Bidder (After Award) which is an unincorporated Enterprise or a Consortium must establish a SPV that has a sole purpose, object and business of undertaking the Project which is the subject of its RFP Bid, with one or more Members becoming shareholders of such SPV, no later than 15 Business Days before the anticipated date of signature of the PPP Agreement. Such Preferred Bidder shall provide the Institution with certified copies of the incorporation documents and share register of such SPV no later than ten Business Days before the anticipated date of signature of a PPP Agreement.
- (b) No replacement of a Member, withdrawal of a Member or admission of a new Member of a Bidder (or the equivalent thereof in a Private Party established by it) (**Change in Membership**) is permitted after the Bid Submission Date without the prior approval of the Institution.
- (c) A Bidder or any Member wishing to change its Membership as contemplated above must submit to the Institution a written request to do so. Such request must set out all relevant facts and circumstances that have arisen since the Bid Submission Date that necessitated the request,

together with all documentation, information, data and responses required to fulfil, in respect of such change, the requirements in this RFP.

- (d) The Institution reserves the right to require a Bidder to supply such further information as the Institution may, in its sole discretion, request with regard to such Change in Membership as to enable the Institution to fully consider the impact of such change. The Bidder requiring such change will be liable for the Institution's costs in this regard, which will be payable on demand.
- (e) Other than an approved Change in Membership, a Bidder may not change any aspect of its RFP Bid after the Bid Submission Date.
- (f) A Bidder will not be given any extension of time in relation to any stage of the procurement process on the account of any Change in Membership.
- (g) Any decision with regard to a Change in Membership will be notified in writing to the Bidder in question. An approved Change in Membership of a Bidder will be announced by the Institution to all the other Bidders by way of a Briefing Note.
- (h) Should a Change in Membership of a Bidder be implemented without the Institution's prior written consent, the Institution may, in its sole discretion, either disqualify the Bidder from participating in any further stage of the procurement process, or allow the Bidder to continue in the procurement process subject to such conditions as the Institution determines appropriate.
- (i) The provision of Clause 3.5(b) above shall not apply in respect of a Change in Control of a company whose shares are listed in a stock exchange.

3.6 Bid Costs, Bid Bonds and Development Fees

(a) Bid Costs

A Bidder shall bear all of its costs (of whatsoever nature) associated with the preparation and submission of its RFP Bid.

(b) Bonds

(i) Bid Bonds

- (A) Each Bidder shall submit a bid bond in an amount of ZAR 500,000 and shall be an original, unconditional and irrevocable guarantee in the format and content stipulated in Annex 6 (Pro Forma Bond) to this RFP together with its RFP Bid.
- (B) Each Bid Bond shall be lodged with the Institution with each RFP Bid on the Bid Submission Date. If a Bidder fails to lodge such Bid Bond, the Institution may, in its sole and absolute, reject the RFP Bid without further consideration.
- (C) Each Bid Bond shall be valid and effective for a period from the Bid Submission Date until the earlier of the expiry of the Bid Validity Period (as extended) and:
 - I. in the case of a Bidder other than a Preferred Bidder, the date that such Bidder is notified that its RFP Bid has not, on competition of the evaluation in terms of this RFP, been successful; or

- II. in the case of a Preferred Bidder, the date on which the Preferred Bidder Bond is duly received by the Institution as required pursuant to Clause (ii) below.

(ii) Awarded Bidder Bonds

- (A) Awarded Bidder shall submit a bid bond in an amount of ZAR14,000,000 and shall be an original, unconditional and irrevocable guarantee in the format and content stipulated in Annex 6 (Pro Forma Bond) to this RFP within ten Business Days of notification that such Bidder has been appointed as Preferred Bidder. Failure to provide such Preferred Bidder Bond in the time allowed may lead to the termination of such Bidder's status as Preferred Bidder in the Institution's sole discretion.
- (B) Both Preferred and Reserved Bidder Bond shall be valid and effective for a period from the date of its issue until the earlier of (x) the expiry of the Bid Validity Period (as may be extended from time to time) and (y) the date of payment of the Development Fee pursuant to Clause (c) (Development Fees) below.

(iii) Release of Bonds

Unless the Institution has notified a Bidder or Preferred Bidder in terms of Clause (iv) (Forfeiture of Bonds) that it intends calling on the Bid Bond or the Preferred Bidder Bond, the Institution will return a Bid Bond or Preferred Bidder Bond, as applicable, within 15 Business Days of its expiry.

(iv) Forfeiture of Bonds

- (A) Without prejudice to any rights that a Bidder (including a Preferred Bidder) may have in law, the Institution may call on a Bid Bond more than once (provided that the aggregate amount payable thereunder shall not exceed the maximum amount of the Bid Bond) without notice or legal process, if the Bidder:
 - I. is disqualified from any part of the procurement of the Project as a result of its actions or omissions;
 - II. fails to extend the term of its Bid Bond after agreeing to the Institution's request to extend the expiry date of the Bid Bond (in which case the Institution will hold it as security in lieu of such extended or renewed Bid Bond); or
 - III. submits a RFP Bid which does not comply with all the requirements of this RFP.
- (B) Without prejudice to any rights that a Preferred Bidder may have in law, the Institution may call on a Preferred Bidder Bond more than once (provided that the aggregate amount payable there under shall not exceed the maximum amount of the Preferred Bidder Bond in question) without notice or legal process, if the Preferred Bidder in question:
 - I. is disqualified from any part of the procurement of the Project as a result of its actions or omissions;
 - II. fails to comply timeously with any conditions contained in the letter

of appointment as a Preferred Bidder;

- III. fails to comply timeously with a request for information and or documentation by the Institution as contemplated in the RFP;
- IV. fails to sign the PPP Agreement within the time period specified in Clause 4.11 (Procurement framework and timelines), as such time period may be extended by the Institution on written notice to the Preferred Bidder;
- V. having signed the PPP Agreement, fails to pay the Development Fee in accordance with Clause (c) (Development Fees) or fails to comply with the requirements of any information or documentation request, or of any protocol issued by the Institution;
- VI. fails to extend the term of the Preferred Bidder Bond in question as required by the RFP; or
- VII. is notified by the Institution that its status as Preferred Bidder has been revoked for any reason.

(c) Development Fees

The Preferred Bidder will be required to pay a Development Fee in respect of the Project in an amount of ZAR13,800,000.00 (Thirteen Million and Eight Hundred Rand) fixed to the Institution on the date on which the first drawdown of Debt (from Lender) and/or Equity (from Developer) is made. The Development Fee must be paid into an **(Escrow Account)** account which will be provided by the Institution and will be used by the Institution to cover the costs incurred in the development and procurement of the Project. The amount of the Development Fee may be revised following the BAFO process or at Negotiations stage. A notice of receipt will be issued to each Bidder on payment of the Development Fee.

DEVELOPMENT FEE			
ENTITY	Project Cost	% Payable	Amount
This Amount is adjustable at Negotiation Stage.			
TA Fees as per the SLA for Development Fees, Professional Service, Disbursements etc. @ 4% of the Project Construction Cost.	R300 000 000.00	4%	R12 000 000.00
Total Expenditure on Project Planning			R12 000 000.00
VAT		15%	R1 800 000.00
Total Expenditure on Project Planning			R13 800 000.00

3.7 Confidentiality

- (a) Each Bidder by virtue of its collection of the RFP documentation agrees to keep confidential any information of a confidential nature that contained therein (the **Confidential Information**). The Confidential Information may be made available to its Members and Key Contractors and advisors and their respective employees who are directly involved in the appraisal of such information and who are to be made aware of the obligation of confidentiality, but shall not be (in whole or in part) copied, reproduced, distributed or otherwise made available to any other party without the prior written consent of the Institution.
- (b) The provisions of this Clause 3.7 shall not apply to any information which is made available as required by any law or any regulatory authority, or which is or becomes public knowledge, other than by way of breach of this Clause 3.7, or which was in the possession of such party prior to its disclosure or which is received from a third party who lawfully acquired it and is under no obligation restricting its disclosure.
- (c) Each Bidder, its Members, Key Contractors and advisors are required to sign confidentiality undertakings in the form set out in Annex 7 (Confidentiality Undertaking). All Confidential Information disclosed to a Bidder, its Members, Key Contractors, the Lenders and advisors and their respective employees shall remain the property of the Institution and shall be returned to the Institution on demand.
- (d) The Institution, such other Government Institutions or Knysna Municipality directly involved in the procurement of the Project and all members of the Advisory Team undertake to keep all confidential information received from a Bidder which is clearly identified as confidential in such Bidder's RFP Bid and which is not excused from confidentiality as contemplated in Clause 3.7(b) above and on condition that a Bidder provides the Institution with a written undertaking in its RFP Bid to indemnify the Institution, other Knysna Directorates/Institutions and the Advisory Team in respect of any losses suffered by the Institution in it refusing to disclose the relevant material or data to any person seeking access thereto. Failure to include such an undertaking shall be deemed to be a waiver of a Bidder's right to exemption from disclosure and to authorise the Institution, other KM Institutions and the Advisory Team to provide copies of material / data forming part of the RFP Bid to third parties on due request therefor.

3.8 Corrupt gifts and payments

- (a) Neither a Bidder, its Members or the Key Contractors, nor any of their agents or advisors, shall directly or indirectly offer or give to any person in the employment of the Institution or any other Government or Municipalities including the District Municipality official(s) who is directly involved in the Project or the Erf 3339 Knysna Project as a whole, or any of the Advisory Team, any gift, gratification or consideration of any kind whether for the benefit of that employee, official or member of the Advisory Team, or for the benefit of another person connected or related to such employee, official or member, as an inducement or reward for appointing a Bidder as the Preferred Bidder, or for showing or omitting to show favour or disfavour to any Bidder, its Members or the Key Contractors in relation to the Project.
- (b) In the event that any of the prohibited practices contemplated under this Clause 3.8 above is committed, the Institution shall be entitled to terminate a Bidder's status and to prohibit such Bidder, its Members, its Key Contractors and their agents and advisors from participating in any further part of the procurement of the Project.

3.9 No contract

- (a) This RFP does not constitute an offer to enter into a contractual relationship with any Bidder, but is merely a solicitation of RFP Bids to select a Preferred Bidder in respect of the Project,

who shall be entitled to, subject to the terms of this RFP, conclude the PPP Agreement with the Institution.

- (b) All correspondence from a Bidder shall be addressed to the Project Officer and shall be signed by the Lead Member, and be legally binding on such Bidder. All such correspondence must clearly indicate the name of the signatory, his or her position, type or source of authority and the name of a Bidder.

3.10 RFP Bid Validity

- (a) An RFP Bid shall constitute an irrevocable binding offer by a Bidder to the Institution, which shall remain open for acceptance for a period of hundred and Eighty calendar days (180) from the Bid Submission Date, plus any agreed extension thereto (**Bid Validity Period**).
- (b) In the event that the Institution requests a Bidder to extend the period of validity of its RFP Bid, for any reason, a Bidder must issue its response in writing and, should the extension be agreed to, the RFP Bid may not be varied.

3.11 No collusion

- (a) The attention of each Bidder, Member and Key Contractor as well as their advisors and agents is drawn to Section 4(1)(b)(iii) of the Competition Act, 1998, which prohibits collusive tendering.
- (b) In submitting an RFP Bid, each Bidder and each Member certify the following in relation to its RFP Bid:
 - (i) it has been prepared without consultation, communication, understanding or agreement for restricting competition with any other Bidder, Member of another Bidder, or any other competitor or potential competitor;
 - (ii) no portion of its RFP Bid has been disclosed by it, nor will it be disclosed by it, to any other Bidder, Member of another Bidder or any competitor or potential competitor; and
 - (iii) no attempt has been made, nor will any attempt be made by it to induce any other person not to submit an RFP Bid for the purpose of restricting competition or in any way discussing with or disclosing to any other Bidder its pricing.

3.12 Non-compliance

- (a) Any failure on the part of a Bidder to comply with the terms of this RFP, read together with all Briefing Notes, will result in its RFP Bid being treated as non-compliant.
- (b) Any RFP Bid received without all information or data requested in terms of this RFP, or with insufficient information for substantive evaluation thereof, will be rejected.

3.13 Signing requirements

- (a) Each RFP Bid must be signed by the Lead Member, and duly authorised by the Members of the Bidder, with proof of such authority included in its RFP Bid.
- (b) The Lead Member shall be the only person authorised to make statements to the Institution on behalf of and receive instructions for and on behalf of the Bidder from the Institution.

- (c) Included in each RFP Bid shall be a statement by the Lead Member as per Annex 4 (Declaration of a Bidder).

3.14 Institution's right to conduct a BAFO process

- (a) The Institution reserves the right, in its sole discretion and whenever it believes it is required, to request all or any two of the Bidders that have submitted RFP Bids to submit a best and final offer (**BAFO**) in respect of its RFP Bid, on such terms and conditions as may be prescribed by the Institution.
- (b) In the event that only two Bidders are requested to provide a BAFO Response, any Bidder not participating shall be deemed to be unsuccessful with its RFP Bid and shall be notified accordingly.

3.15 Loss of Preferred Bidder status

If the Preferred Bidder:

- (a) fails to comply timeously with any conditions contained in the letter of appointment as a Preferred Bidder;
 - (b) fails to comply timeously with a request for information and or documentation by the Institution as contemplated in the RFP;
 - (c) fails to sign the PPP Agreement within the time period specified in Clause 4.17 (Procurement framework and timelines), as such time period may be extended by the Institution on written notice to the Preferred Bidder;
 - (d) fails to extend the term of the Preferred Bidder Bond in question as required by the RFP; or
 - (e) is notified by the Institution that its status as Preferred Bidder has been revoked for any reason,
- the Institution will be entitled to terminate such Preferred Bidder's status as Preferred Bidder.

4. GENERAL INFORMATION TO THE BIDDERS

4.1 Project Scope

- (a) It is envisaged that the Project will be an opportunity for potential investor(s) to provide the Institution with the fully developed & ready to occupy residential Development at the end of the development phase period of 3 (Three) years as a PPP addressing, technical, legal, financial and the socio-economic solutions for the Project.
- (b) The Institution has resolved to adopt a PPP model for procuring the Project Deliverables to the Institution, which will alleviate the Municipal Capacity deficiency to provide suitable and affordable housing Scheme on Erf 3339 Knysna.
- (c) As with other PPP initiatives within South Africa, the Project aims to create a long-term public private sector partnership compliant with both the PFMA/MFMA and applicable regulations and guidance relevant to Provincial PPP transactions.
- (d) The Project will, amongst other things, seek to:
 - (i) establish acceptable allocation of risk between the Private Party and the Institution in line with applicable regulations and guidelines covering legal, finance, technical and the socio-economic risks; and

- (ii) support quality of life for Residence and minor commercial activity in and around the 3339 Knysna Project Site.
- (e) The Private Party will enter into the PPP Agreement with the Institution in relation to the Project. The Private Party will be a single legal entity, resident in South Africa for tax purposes and competent to transact with the Institution.
- (f) Pursuant to the PPP Agreement, the Private Party will undertake, for a period of 3 (three) years or for such period as the Contract period shall be extended through discussions between the Private Party and the Institution, reduced to writing, confirmed & Certified by the Independent Certifier following the Signature Date, to provide the Project Deliverables.
- (g) The Private Party will be required to assume a substantial portion of all forms of project life-cycle risk (including design, construction, financing, operation manuals, and maintenance manuals). In the procurement of the Preferred Bidder the Institution will place emphasis on the life-cycle approach.
- (h) Once Service Commencement for a Phase (as shall be determined by the Private Party) has been achieved, the Private Party will be entitled to Sell and recover Costs & Profit incurred for development & interim provision of Services in respect of the Completed Phase in accordance with the provisions of the PPP Agreement. If the Services are provided but not to the required standard, the Institution will be entitled to Levy Penalties in accordance with the PPP Agreement.

4.2 Parking

Minimum off-street parking ratio for the number of units to be built on the Site in terms of the Knysna Municipality Zoning Scheme By-Laws must be adhered to. An uphill terrain with narrow road must be planned for during Construction.

4.3 The Subject Property

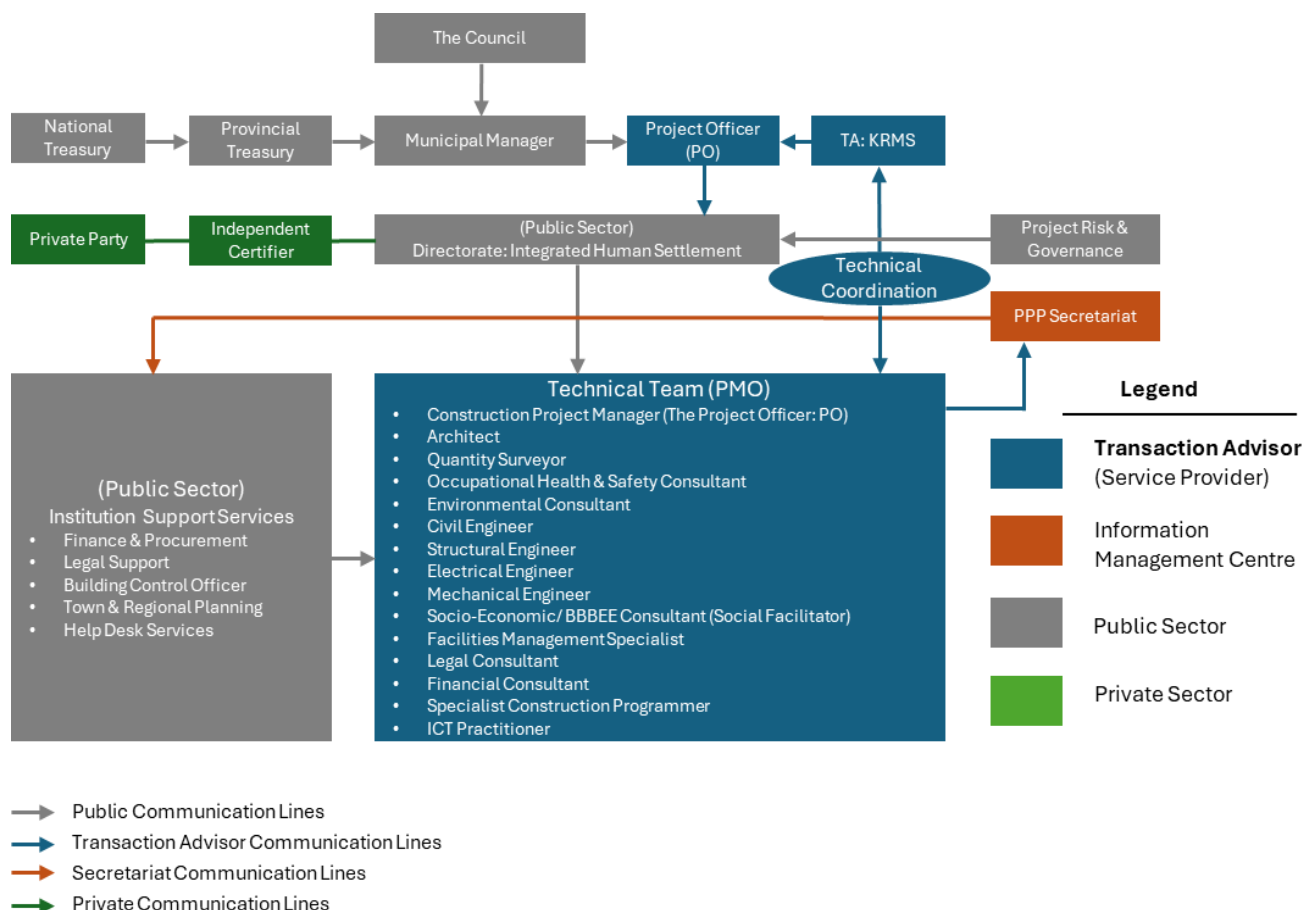
- (a) Erf 3339 Knysna, owned by the Institution.
- (b) Although under the PPP Agreement the SPV will have a non-exclusive right of access to and non-exclusive limited right of use of the Subject Property for the period of the PPP Agreement, the Project Sites will not be encumbered to secure such rights.
- (c) In respect of the Facilities, the SPV is expected to design, construct, install, commission, issue operation methodology, Facility Management Methodology, Maintain Methodology and finance the Construction of the Facilities on a whole cost of ownership scale.
- (d) In terms of the PPP Agreement, it is expected that, at the end of the PPP Agreement, the Facilities (Including the Sold Units to individual Buyers) will be handed back to the Institution and its Buyers in a condition that will permit Operational Availability (as defined in the PPP Agreement) for a period, on average, of at least three years beyond the term of the PPP Agreement without major upgrade and/or refurbishment being required and bear 100% (Hundred percent) Risk.

4.4 Affordability

The Institution had a database of on average 9000 (Nine Thousand) in the Media Release 2020, waiting list for Housing of which a large portion awaits RDP Housing however, for this Project Housing Units must have a greater range of affordability to Households that Earns Between R3,500.00 to R22,000.00 Monthly. This category of population qualifies for Finance Linked Individual Subsidy Programme (FLISP) and therefore forms a greater part of the Target Market on this Project.

(a) The Erf 3339 Knysna Project is managed by the project management structure as outlined in the Figure no.1 below:

Figure 1 – Relationship between the Project Officer and stakeholders



Various stakeholders as outlined below are involved in the management and advancement of the project:
Entities involved in Erf. 3339 Knysna Project:

- (i) *The National & Provincial Treasury* - the Treasury is one of the Institutions of the South African government. The Treasury manages national economic policy, prepares the South African government's annual budget and manages the government's finances.
- (ii) *KRMS Consulting (KRMS)* – KRMS is a Private Company Skilled at Managing Construction Related Professions and Partnering with Government for capacity and Advisory role. KRMS is also accredited to manage the Procurement Process and ensuring transparency during the Bidding and Evaluation (SCM) Process on behalf of Organs of Government.

The role of the KRMS is to:

- (A) develop bankable infrastructure projects through robust feasibility studies;
- (B) develop innovative and alternative financing solutions; and
- (C) develop and implement a monitoring and evaluation framework on projects

that have reached financial close and in implementation stage.

- (iii) *The Knysna Municipality (KM)* – KM is a Municipality within the Garden Route District Municipality. The Erf 3339 Knysna Project is a project within its Jurisdiction and as such the KM is the Institution that is responsible for this Project, in alignment with its strategic goals and objectives. The Municipal Manager of the KM is thus the accounting officer that is overall accountable for this project.
- (iv) *The Garden Route District Municipality (GRDM)* – GRDM is a District Municipality to which the KM is demarcated with in it and therefore where the Erf 3339 Knysna Project is located. Institutional processes between the GRDM and KM are legislated and therefore the lines of authority must be observed to legitimize the Development of Erf 3339 Knysna project.
- (v) *The Project Officer* – the Project Officer is appointed by KM in terms of the PPP Regulations 16 of the National Treasury. The PO is an individual properly Qualified and registered in terms of the laws of the Republic. This individual assumes the capacity to act on behalf of the Municipal Manager and endowed with authority over a PPP Project in South Africa in terms of the said Treasury Regulation. The Project Officer is supported by the Project manager who is an official designated by KM to assist the Project Officer in the oversight and monitoring of the Erf 3339 Knysna Project. The Project Manager is the Head of Project Management Office (PMO), which is a unit specifically set up primarily to focus on the management of the Erf 3339 Knysna Project.
- (vi) *Project Risk and Governance* - The Project Management Office shall be supported by the Project Risk and Governance Office of either the Institution or Outsourced Service which the TA is also allowed to provide. This function shall comprise of advisors who have experience and expertise in project risk management, which is an important aspect of project management. The risk advisor shall support the KM and the project management bodies with all risk-related aspects including assessments of the Socio-Economic and Social Facilitation engagements in allowing the Project to be delivered with all relevant Stakeholders and without any hindrances.
- (vii) *The Support Service* - The internal support service unit will be responsible for providing the following support services:
 - (A) Payments and Procurement
 - (B) Legal Support
 - (C) Building Control Officer
 - (D) Town & Regional Planning
 - (E) Secretariat and Help Desk Support
- (viii) *Project Management Structure (Outsourced)* – This will be an external support structure as outlined below, and it will support the project management office:
 - (A) Architect
 - (B) Quantity Surveyor
 - (C) Occupational, Health and Safety, Consultant

- (D) Environmental Consultant
 - (E) Civil Engineer
 - (F) Structural Engineer
 - (G) Mechanical Engineer
 - (H) Electrical Engineer
 - (I) Secretariat
 - (J) Administration Clerk
 - (K) Socio- Economic / B-BBEE Consultant
 - (L) ICT Practitioner
 - (M) FM Consultant
 - (N) Legal Consultant
 - (O) Financial Consultant
 - (P) Specialist Construction Programmer
- (ix) *The Transaction Advisor* – The Transaction Advisor service is an Outsourced Service provided by KRMS Consulting pursuant to the PPP Regulations and to assist and enable the planning, procurement and implementation of the Erf 3339 Knysna Project on behalf of the Knysna Municipality.

4.6 Accounting for the Project

- (a) In terms of the MFMA, the Accounting Standards Board (**ASB**) is required to set up the accounting standards for the preparation of financial statements by, inter alia, Municipality Directorates, and accordingly issues Standards of Generally Recognized Accounting Practice (**GRAP**) in accordance with the requirements of the Institution. Furthermore, the Board's functions include the preparation and publication of directives and guidelines on the Standards of GRAP.
- (b) In terms of PPPs the ASB issued the Guideline on Accounting for Public Private Partnerships (the **Guideline**) in November 2008, which incorporates principles in the relevant Standards of GRAP and illustrates the proposed accounting by the Institution, the grantor under the PPP Agreement.
- (c) The Bidders must take cognisance of this Guideline, as it addresses the accounting and reporting by the Institution of its assets, liabilities, revenue and expenditure in PPPs. The Institution will work to ensure timeous Stage Approval and where necessary secure a positive Views & Recommendations (TVRs) and/or Exception from Treasury TVRs due to the size of the Project. Furthermore, all financial computations are underpinned by the classification and measurement of financial instruments, impairment of financial assets and hedge accounting, as outlined in the International Financial Reporting Standards (IFRS 9) promulgated by the International Accounting Standards Board.

4.7 PPP Project Framework

- (a) The Institution wishes to contract with the Private Party in respect of the Project in accordance with the provisions of the MFMA and the PPP Regulations, and as such a PPP is contemplated to be entered.
- (b) Bidders' attention is drawn to the MFMA and PPP Regulations pertaining to PPPs.
- (c) Under the MFMA and the PPP Regulations an institution may, inter alia, enter into a Public Private Partnership with a private party, when a private party:
 - (i) performs an institutional function on behalf of the institution; and/or
 - (ii) assumes substantial financial, technical and operational risks in connection with the performance of the institutional function; and
 - (iii) receives a benefit for performing an institutional function by way of consideration payable by the institution [In terms of the Bid and the PPP Agreement particularly to this Project Erf 3339 Extension 4 Knysna, the Institution absolves itself from any & all Payments towards the Bidder nor the Private Party]. It is the Private Party's obligation to amortise all costs and losses within the Bid.
- (d) National Treasury is the regulator of the PPP procurement process and must ensure an Affordable solution that provides Value for Money to Government (The Institution) and allows substantial technical, operational and financial risk transfer to the Private Party. The PPP Regulations require that in entering a PPP arrangement the Institution must obtain specific authorisations from the National Treasury. In brief, these approvals are:
 - (i) **TVR- I:** approval of the feasibility study undertaken in respect of the Project, which must demonstrate Affordability, how Value for Money is to be achieved through a PPP and the substantial transfer of financial, technical and operation risk from the Institution to the Private Party is to be undertaken.
 - (ii) **TVR IIA:** approval of the procurement documentation for PPP (including, inter alia, RFP and PPP Agreement).
 - (iii) **TVR IIB:** after the evaluation of the RFP Bids but prior to appointing a Preferred Bidder, approval of the report prepared by the Institution indicating how the criteria of Affordability, Value for Money and substantial technical, operational and financial risk transfer were applied in evaluating the RFP Bids and demonstrating how these criteria were satisfied by the proposed Preferred Bidder; and
 - (iv) **TVR III:** after conclusion of the procurement process but prior to signing a PPP Agreement, approval must be obtained from the Council and comments from NT on how the PPP Agreement contains the Affordability, Value for Money and actual risk transfer contemplated under **TVR I**, the management plan that explains the Institution's capacity and mechanisms and procedures to implement, manage, enforce, monitor and report on a PPP and the due diligence on the Institution's and Preferred Bidder's competence and capacity to enter into a PPP Agreement.
- (e) The RFP and the draft PPP Agreement have been prepared on the basis that these documents, and the Project as a whole, meet the criteria mentioned above.
- (f) A Bidder must conduct its own investigations into the authority or otherwise of the Institution to enter into a PPP Agreement with a Private Party and any Bidder who submits an RFP Bid pursuant to the provisions of this RFP warrants that it has satisfied itself as to the authority

of the Institution to enter into the PPP Agreement and related arrangements.

- (g) An important feature of a PPP Agreement is the prescription of a set of Output Specifications that stipulates what the Institution needs in giving effect to the needs of the Institution insofar as achieving its mandate, vision, mission, strategic objectives and service delivery improvement objectives are concerned.
- (h) The PPP Agreement, once fully concluded, shall constitute the entire agreement between the Institution and the Private Party, and serve as the sole basis of determining the relationship between the parties in the implementation of the Project. No right of recourse shall exist other than as contained in the PPP Agreement.

4.8 Technical requirements

- (a) The Project will be structured around Output Specifications constituting the Institution's requirements for the Facility allocated to it.
- (b) The Bidders are required to submit, as part of their RFP Bids, a technical proposal responding to the Output Specifications and demonstrating that the Output Specifications can be met. The Private Party will, in the PPP Agreement, assume the risk of its proposal being capable of meeting the Output Specifications and the risk of complying with its proposal as well. This will include the risk of the design (including the duty to design in compliance with good industry practice), compliance with legal requirements and procuring necessary consents.
- (c) Upon conclusion of the PPP Agreement, the Private Party's performance under the PPP Agreement will be measured against the Output Specifications only.
- (d) Bidders are required to submit as part of their RFP Bids drawings demonstrating a Bidder's understanding and interpretation of the Institution's Development needs as provided for in this RFP in respect of the Project.
- (e) Bidders must provide a well-developed conceptual service delivery plan driven from an availability and optimal whole cost of Development point of view.

4.9 Preferential Procurement Requirements and Objectives

- (a) Section 217 of the Constitution of the Republic of South Africa Act, 1996 provides that procurement must be undertaken in accordance with a system which is fair, equitable, transparent, competitive and cost effective, but permits a policy providing for the protection or advancement of persons or categories of persons disadvantaged by unfair discrimination.
- (b) The Bidder is advised to refer to Part 1 of Annex 2 (Preferential Procurement Requirements) of this RFP for the objectives and elements.
- (c) Under the Broad-Based Black Economic Empowerment Act, 2003 a legislative framework has been established to promote Broad-Based Black Economic Empowerment on a national level and pursuant thereto the Code of Good Practice for Black Economic Empowerment in Public Private Partnerships has been issued, which the Private Party shall be required to comply with. While the Code of Good Practice for Black Economic Empowerment in Public Private Partnerships provides a guideline scorecard, a Bidder will be evaluated on the Project-specific Balanced Scorecard included in Part 2 of Annex 2 (Preferential Procurement Requirements) of this RFP.
- (d) In evaluating the RFP Bid, the Preferential Procurement Policy Framework Act, 2000 is applicable and the 90/10 preference points system will be applied.
- (e) The Institution has determined that the Project must:

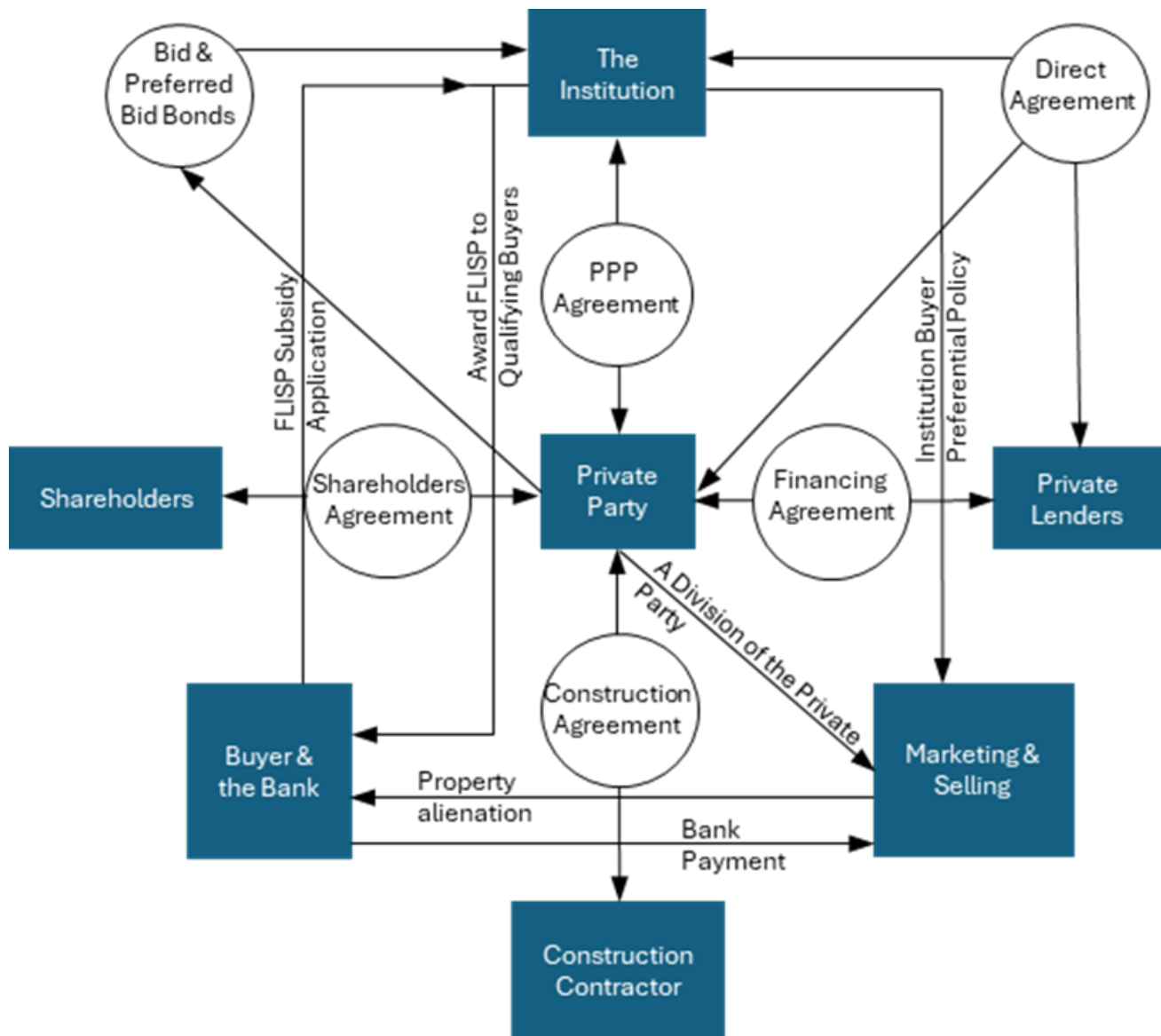
- (i) incorporate and achieve the EPWP objectives further described in Part 6 of Annex 2 (Preferential Procurement Requirements);
- (ii) Incorporate a requirement for local content, which requires that a certain percentage of the total value of the Project be spent in South Africa.

4.10 Financing

- (a) As funding for the Project is likely to be mainly provided in the form of limited recourse finance to be made available by the Lenders. A direct agreement will be concluded between a Private Party, the Lenders, and the Institution to regulate the Lender(s) rights in respect to the Project, vis-à-vis the Institution and the Private Party.
- (b) The PPP Agreement requires the SPV, at its own cost and risk, to:
 - (i) carry out the Works.
 - (ii) undertake the Marketing & Sale of the Completed Units, and
 - (iii) Transfer Ownership of complete Units to the Buyers; and
 - (iv) Transfer the Communal Facility to the Institution in a good condition at the date of termination or expiry of the PPP Agreement (without any major rework or refurbishment within the 3 (Three) year's period from the expiry date.
- (c) The SPV will be solely funded by the Sales of Units Completed and ready for Occupation and Paid by the respective Bank or Funder from which the Buyer shall have Agreement with.
- (d) For purposes of this RFP and CPI, the base date to be assumed by Bidders for the Project is as per Annex 3.
- (e) Bidders are advised that they will be required, as part of their RFP Bids, to propose and submit a robust financial proposal and model for the financing of the Project.

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Figure 2 – Proposed PPP Project Structure



PPP Project Structure Narrative:

- The Institute demonstrates that the Project is feasible and instruct the TA to proceed and attract the Market (Developers, Banks/ Lenders, Construction Companies, Buyers the Buyers' Banks)
- Enter into a PPP Agreement with the Private Party
- The Private Party Source Funding from Lenders
- The Private Party Pays the Development Fee to the Institution
- The Private Party Issue the Bonds to the Institution
- The Private Party Secure a Construction Contractor
- The Private Party Establish his/her/its Marketing Division to Advertise & Sell
- The Institution grant FLISP Subsidy to deserving Buyers
- The Marketing & Sales Division Sell & Transfer Property to the Buyer & the Buyer's Bank.

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4.11 Procurement framework and timelines

- (a) The procurement process is designed to be fair, equitable, transparent, competitive and cost effective and will be executed in terms of the prevailing procurement policies and practices of the Institution.
- (b) TVR I was Conducted by the Institution and thereby the TA was Appointed. The PPP was registered in terms of Reg 2(a) of the MPPP Regulations and registration was received under reference letter No. TASM227, a copy is made available in the Data Room at the direction prescribed herein infra.
- (c) TVR IIA in terms of the Municipal PPP Regulations TVR II A is not a requirement however, the KM will work closely with the NT on the Erf 3339 Knysna Project
- (d) TVR IIB in terms of the Municipal PPP Regulations TVR II A is not a requirement however, the KM will work closely with the NT on the Erf 3339 Knysna Project
- (e) RFP Bids will be evaluated by the Institution with the announcement of the Preferred Bidder following receipt of Approval by the BAC from the Institution.
- (f) The Institution may, after the evaluation of the RFP Bids, in its sole and absolute discretion, initiate a BAFO process prior to securing Approval from the Council and TVR III where necessary.
- (g) After obtaining TVR III, the PPP Agreement will be finalised and made available for execution.
- (h) The Preferred Bidder is required to prepare and finalise all Project Documents (except for the PPP Agreement where the responsibility remains with the Institution).
- (i) The PPP Agreement will be signed by the Institution and the Private Party after Council Approval and TVR III has been obtained.

4.12 Environmental Aspects

- (a) Construction of the Project might attract the Environmental Impact Assessment in its nature as being a Greenfield, however not Potentially Harmful and therefore the National Environmental Management Act (NEMA) must be applied by the Bidder before the Close of Tender date and form part of his/her/its Bid. Should such an EIA be done prior to this Bid, the Bidder is allowed to gain reasonable Access to this information which will be made available (should there be any) in the **Data Room** at the Address determined by the Institution. It is the Bidder's responsibility to conduct his/her/its environmental due diligence to confirm the availability of this information and the Quality thereof before Bidding. After verifying the EAI ROD, the Bidder May/ Not make Environmental Scoping a part of the Bid submission
- (b) No known contamination material has been established by the Institution, but Bidders will be expected to satisfy themselves regarding the risk of pollution and/or contamination and take the responsibility for compliance with legal requirements to deal with any contamination and/or pollution material.

4.13 Bidder's due diligence

A Bidder must perform an appropriate due diligence on technical, legal, financial, environmental, town planning, heritage and other matters relevant to the Project.

(a) Data Room

The Institution will make the Data Room available to the Bidders to enable them to obtain additional information for the purpose of completing their RFP Bids. The various documents relating to, inter alia, the approvals for the Project, the Project Site due diligence and Institution policies are available in the Data Room.

The information provided in the Data Room is not an exhaustive list of all documentation and information produced in connection with the Project, nor is it the only information which may be applicable to a Bidder. The Institution reserves the right to add information to the Data Room as such information becomes available as well as to remove or revise documents. Bidders will be notified, in writing, of all changes made to the Data Room. Each Bidder must satisfy itself that it has obtained access to all material and information which may affect its RFP Bid.

Appointments to obtain access to the Data Room must be made at least 24 hours in advance with the Project Officer and only one Bidder will be allowed at a time.

(b) Location of the Data Room

The Data Room will be located at:

Knysna Tourism Office,
40 Main Road
Knysna
6570

and will be accessible from 09:00am to 16:00 pm, on any Business Day. Visits to the KRMS Office Data Room may be made by appointment only to the Project Officer. The request for an appointment to be addressed to the Project Officer with the following contact details:

The Project Officer: Raymond Makhubedu
Email: raymond@krmsconsulting.co.za

(c) Information provided in the Data Room

The Data Room information will be made available to the Bidders created for the purpose of the Erf 3339 Knysna Project. The Bidders shall be notified by way of Briefing Notes of any additions to the Data Room.

(d) No representation of warranties

While all reasonable care has been taken in preparing the information in the Data Room, the information contained therein does not purport to be comprehensive or to have been verified by the Institution or the Advisory Team or any other person. Accordingly, neither the Institution nor any of the Advisory Team accepts any liability or responsibility for the adequacy, accuracy or completeness of any of the information therein. A Bidder, at its own cost, is to perform its own investigations to satisfy itself as to the adequacy, accuracy or completeness of the information provided.

(e) Project Sites Visits

(i) Institution led Project Sites Visits

- (A) The Erf 3339 Knysna Site Walk around will be scheduled for Bidders on the dates as shall be set out in terms of Clause 4.11 with the Project Officer.

- (B) Bidders will be requested to sign an attendance register and produce identification (ID, passport or driver's license). Thereafter a site access certificate will be issued to each person that allows them to access the site with an intention to take samples (e.g. Excavations, Testing of existing Services etc.) and any other work that may alter the status of the Site or Questioning or interviewing of any person found on Site.

(ii) Other Project Sites Visits

Should a Bidder require a Project Site visit, after the visits contemplated above, it should make appointments at least 48 hours in advance through an email booking to the following personnel of the Institution.

The Project Officer: Raymond Makhubedu
raymond@krmsconsulting.co.za

- (iii) The Institution will not be able to provide transport, parking or safety during any of the site visits. It is recommended that Bidders find alternative means of accessing the site safely with suitable means of transport.
- (iv) Bidders must note that the Institution will keep a record of these sessions and that the Institution will endeavour to make available to all Bidders, in writing, all questions and answers raised at all these sessions by way of a Briefing Note as soon as reasonably possible after the Project Sites visits by all Bidders are completed.

5. MANDATORY / COMPLIANCE REQUIREMENTS

5.1 An RFP Bid for the project and Other Bids from the Preferred Bidder.

- (a) A Bidder is entitled to submit an RFP Bid for the Project while utilising the Suppliers who might be the same suppliers in other main RFPs Bidders for this Project.
- (b) Any Member of a Bidder or Key Contractor (other than a Lender) must not be a member or Key Contractor of another Bidder in respect of the Project or any other project within the Erf 3339 Knysna Project.

5.2 Compliant Bids

A Bidder must submit a Compliant Bid which meets the Mandatory Requirements listed below and which responds to all information requested under this RFP.

The Institution will accept only Compliant Bids which must be clearly marked as the Compliant Bid.

Any Compliant Bid will be accepted on its terms, and a Bidder in submitting its RFP Bid does so in the knowledge that the Compliant Bid is so accepted on the basis that there will be no further negotiation.

Table 1 (RFP Bid Mandatory Requirements) covers the requirements in each of the evaluation areas which must be completed in order for an RFP Bid to be deemed “**a Compliant Bid**”. The Institution will reject any RFP Bid which has not met the requirements specified in this RFP.

Table 1 – RFP Bid Mandatory Requirements in respect of the Project

Mandatory Items	Requirement: <i>Failure to submit / meet or comply with the following requirements will automatically constitute disqualification of tender offer.</i>
MBD 1	Submission of completed and signed MBD 1- Invitation to tender
MBD 2	Completion of TCC 001 Form and Submission of Tax Clearance Certificate Requirements or any means only ascertained and issued by SARS.
Submission	Submission of completed – pricing schedule – firm price
MBD 4	Submission of completed and signed MBD4 – bidders’ disclosure (DECLARATION OF INTEREST)
MBD 8	Declaration Of Bidder’s Past Supply Chain Management Practices
MBD 9	Certificate Of Independent Bid Determination
MBD 15	Certificate For Payment of Municipal Services
MBD 16	General Conditions of Contract
Compulsory site briefing	Only tenderers who attended a compulsory site briefing session will be considered for evaluation (bidders must sign the site briefing attendance register)
JV or Consortium	Submission of signed Joint Venture agreement or consortia agreement in case of Joint Venture or consortium and should be signed by all parties involved and must detail the percentage (%) revenue split between the parties and portion/s of work to be shared
MBD 6.1	Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2022
COIDA	Submission of valid COIDA certificates or a letter of good standing
Turnkey Contractor - CIDB Grading	A Turnkey contractor must have a Valid CIDB Grade 9GB & CE. (CIDB Certificate(s) or CRS Numbers must be provided)
NHBRC	A Turnkey contractor must have a Valid NHBRC. (NHBRC Certificate(s) must be provided)

Table 2 OTHER ADMINISTRATIVE REQUIREMENTS

Proof of Registration with CSD (provide CSD report or CSD MAAA number)
Submission of a Tax Compliance Status PIN that will grant a third-party access to the bidder’s Tax Compliance Status
Submit Company registration documents (founding statement -CK, Certificate of incorporation CM1, etc.)
Certified copies of Identity documents for members / directors / shareholders or owner
Submission of completed and signed MBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022

6. General Requirements

- (a) A Bidder is bound by the terms and conditions contained in this Clause. A Bidder must ensure that each Member, agent, employee and advisor of a Bidder is aware of and understands the conditions of participation and the implications of failing to comply therewith.
- (b) All bids must comply with all applicable regulations, laws and Acts in South Africa.
- (c) Any Bidder or a Member residing outside South Africa is urged to familiarise itself with and to observe any regulatory requirements relevant to the proposed transaction (whether these derive from a regulatory authority within or outside South Africa).
- (d) All pages of the RFP Bid or each separately bound part must be numbered consecutively from beginning to end and a detailed index to the documents contained therein should be provided.
- (e) Failure to comply with the terms and conditions may result in disqualification from the RFP process or may mean that the bid response is unacceptable for further evaluation when compared to other RFP Bids. Any attempt to gain information in a manner deemed to be unfair or disadvantageous to other Bidders or any attempt to unfairly influence the outcome of the evaluation process could result in disqualification from the RFP process.
- (f) In presenting its RFP Bid, a Bidder is required to adhere to the format below to aid in the evaluation process.
- (g) Additional Documentary requirements
 - The Institution's standard bidding documentation as specified in Clause 6.3(b).
 - The Bid Bond.
 - Letters of intent from the Members and Key Contractors.
 - Confidentiality undertakings.

6.2 Bidder Conference (Briefing Session)

Attendance of the Bidder Conference (Briefing Session) is compulsory. The Bidder Conference details are as follows:

A compulsory virtual tender clarification meeting will be held on **Friday, 24 October**

10:00 via Microsoft Teams. Link details are as follow: Meeting ID: 314 340 291 285 3,

Passcode: T9ZD6N9b.

6.3 RFP FORMAT

- (a) Format of the RFP Bid:
 - (i) Covering letter
 - (ii) Executive summary (no longer than ten pages in length)
 - (iii) Compliant Bid
 - (iv) Project management response
 - (v) Technical response
 - (vi) Legal response
 - (vii) Preferential Procurement Requirements response
 - (viii) Financial and Insurance response
 - (ix) Declaration by a Bidder
 - (x) Letters of intent from the Members and Key Contractors
 - (xi) Bid Bond
 - (xii) Confidentiality undertakings
 - (xiii) Standard bidding documents

6.4 Bid Submission Date

- (a) Refer to page 2 of the RFP.
- (b) Each RFP Bid is to be hand delivered to the above address on or before the Bid Submission Date.
- (c) **Technical Enquiries may be addressed to:**
The Project Officer
Raymond Makhubedu
Email: raymond@krmsconsulting.co.za clearly marked as follows:
"Knysna Municipality: Design, Construction, Operation Manual, Maintenance Manual and Finance of Erf 3339 Knysna Residential Development — RFP Bid T16 OF 2025/26".
- (d) The Institution may in its sole discretion extend the Bid Submission Date and time for the submission of RFP Bids at least 21 days prior to the Bid Submission Date. In such an event, the terms and conditions of this RFP shall be subject to the new deadline as extended.
- (e) RFP Bids received after the Bid Submission Date will be marked as late and shall be rejected.

6.5 RFP Bid copies and presentation of the RFP Bid to the Institution

Each RFP Bid is required to be delivered by way of:

- (a) one hard copy consisting of one master RFP Bid;
- (b) one master flash disk and five additional duplicate flash disks, and the documents contained therein to be in Microsoft Word 2016 format, except for spread sheets, project plans, high-resolution photo-realistic renders and walk through animations which are to be in Microsoft Excel 2016, Microsoft Project 2016, J-peg and MP4 formats, respectively and each to be marked as either "master" or "copy", as the case may be;
- (c) the documents must be provided in an acceptable format. **Note: only MS Word, MS Project, MS Excel or Acrobat PDF format is to be used;**
- (d) a Bidder must ensure that the master flash drive and each duplicate flash drive of its RFP Bid is in all respects identical to the master RFP Bid;
- (e) a Bidder may be required to do a presentation of the salient features of the RFP Bids to the Institution. If required, the Project Officer will arrange a suitable date and venue with each Bidder; and
- (f) the Institution reserves the right after the Bid Submission Date to seek such further information from Bidders, Members, Key Contractors or Members as it determines is required in its absolute and sole discretion.

6.6 Changes

The Institution reserves the right to amend or supplement this RFP by issuing a Briefing Note(s) prior to the Bid Submission Date.

6.7 Re-solicitation

If the Institution elects not to select any Bidders as Preferred Bidders or no Reserve Bidder is selected for the Project it may, at its sole discretion, re-solicit for the Project or proceed at its entire discretion with its own resources' procurement, a new PPP or any other alternative form of procurement for the Project.

6.8 Sole Property

- (a) All materials and data which are submitted by the Bidders shall become the sole property of the Institution, with the exception of material, trade secrets or other proprietary information which are subject to copy rights or other proprietary rights of a Bidder, its Member(s) or its Key Contractor(s) and shall be clearly identified as such by that Bidder. Each Bidder, by submission of each RFP Bid, hereby indemnifies the Institution and holds it harmless from any claim or liability and defends any action brought against the Institution for its refusal to disclose materials marked as confidential, a trade secret or as other proprietary information to any person seeking access thereto, or its access or reference to any material and/or data submitted by a Bidder for purposes of or in connection with the Project.
- (b) The Institution undertakes to keep confidential all information received from any Bidder which is clearly identified as confidential in such Bidder's submission and which is not already in the public domain or in the hands of the Institution or required to be disclosed by legal or regulatory requirements on the condition that the Bidder provides the Institution with a written undertaking in its submission to indemnify the Institution in respect of any claim or liability and to defend any action brought against the Institution for its refusal to disclose the relevant materials/data to any person seeking access thereto. Failure to include such an undertaking

shall be deemed to be a waiver of a Bidder's right to exemption from disclosure and to authorise Government to provide a copy of the relevant materials/data or any part thereof to the requester.

6.9 Incorrect or Misleading Information

The Institution will disqualify any Bidder and/or revoke any decision in respect of the qualification of any Bidder, Member or Key Contractor if such decision was based on incorrect information which a Bidder, a Member, a Key Contractor or any of their constituent members, advisors and/or agents provided in response to this RFP.

6.10 Contact Policy

- (a) Neither a Bidder, its Members nor any of its advisors or agents may contact the employees, any of the Institution's official(s) who may be associated with the Project nor any member of the Advisory Team, without the prior written approval of the Institution, save in the case of pre-existing commercial relationships, in which case contact may be maintained only with respect thereto and, in making such permitted contact, no party may make reference to the Project or its solicitation. This paragraph does not apply to any information deemed to be in the public domain, or which is readily available from organs of State, which are the repository of such public information.

All queries and requests for clarification in respect of this RFP are to be addressed, in writing, to the Project Officer, at the following address:

The Project Officer
Raymond Makhubedu
Email: raymond@krmsconsulting.co.za

clearly marked as follows:

"Knysna Municipality: Design, Construction, Operation Manual, Maintenance Manual and Finance of Erf 3339 Knysna Residential Development — RFP Bid T16 OF 2025/2"

- (b) Neither a Bidder, its Members nor any of its advisors or agents may rely on any information provided to any of them outside of the scope of Clause 3.6(b) above.
- (c) The Institution will respond to queries by way of Briefing Notes distributed via email to each Bidder simultaneously and reserves the right not to respond to any particular query.
- (d) It is the responsibility of a Bidder to identify, in its queries or requests for clarification, which information it deems to be confidential to its RFP Bid and which it does not wish to have communicated to other Bidders, provided that a Bidder gives its grounds (in writing) for requiring such information to be treated as confidential, and in respect of which a Bidder's attention is drawn to the requirements of the Promotion of Access to Information Act, 2000 for determining whether the Institution shall be entitled to respect a Bidder's request for confidentiality.
- (e) A Bidder may request clarification of any item contained within this RFP by not later than the date specified in Table 1 (Anticipated Project timetable), after which date the Institution will not enter into further correspondence with a Bidder on questions related to the Project.
- (f) In the event that an urgent request for clarification is required by a Bidder, such request must be clearly marked as "Urgent" together with a full explanation of the reason for the urgency.
- (g) Unless a request for clarification is marked as "Urgent", the Institution reserves the right to respond to all requests from Bidders on a weekly basis.

6.11 Inconsistency

- (a) In the event that a Bidder identifies any ambiguities, errors or inconsistencies between the various portions of this RFP, a Bidder undertakes to notify the Project Officer in writing accordingly, and the Institution undertakes to provide clarification as to the intended position to all Bidders by way of a Briefing Note; save that should such a request be received later than the deadline for Bidder queries referred to above, the Institution shall not be obliged to provide such clarification.
- (b) To the extent that any inconsistency exists or shall exist between the terms of the PPP Agreement and the provisions of this RFP, the terms of the PPP Agreement shall prevail.

6.12 Further information

- (a) The Institution reserves the right to seek additional information from a Bidder in relation to any RFP Bid submitted by it, as it may in its sole discretion determine and may require a Bidder to make oral presentations for clarification purposes or to present supplementary information, if so required.
- (b) The Institution may issue additional information regarding this RFP on an ad hoc basis, which information shall be provided in the form of Briefing Notes.
- (c) Briefing Notes will be sequentially numbered and will indicate whether they supplement, vary or amend any portion of the RFP. All Briefing Notes shall be provided to a Bidder via email to the address provided by a Bidder in its RFP Bid and a Bidder is advised to promptly acknowledge receipt thereof to the Project Officer, and in any event within 24 hours of the Briefing Note being issued. A Bidder shall ensure that its RFP Bid is prepared taking into account all such Briefing Notes.
- (d) The Institution accepts no responsibility for the failure by a Bidder to receive a Briefing Note issued, whether by virtue of such Bidder's contact details being incorrect or for any other reason whatsoever.
- (e) The authority to select the Preferred Bidder will rest solely with the Institution.
- (f) The Institution reserves the right to hold one or more Bidders' Briefing Sessions and structured clarification sessions with a Bidder. The attendance of scheduled Briefing Sessions is compulsory.

7. EVALUATION CRITERIA

7.1 Introduction

- (a) The Institution has, in accordance with the National Treasury's Practice Note 6 of 2004, established three tiers of evaluation committees made up of the Technical Assessment Committee, the Evaluation Committee and the Bid Adjudication Committee. In addition, the approach for evaluation of this RFP takes into account the PPPF Act and Preferential Procurement Regulations, 2022 and PO Verification in between the Committees Reports.
- (b) The evaluation will proceed in stages as follows:
 - (i) **The first stage** of evaluation is the test for responsiveness (mandatory and other administrative requirements) Each RFP Bid will, at the first level, be evaluated on its responsiveness which will consider whether all the required documentation has been submitted by a Bidder in the manner and form prescribed in this RFP. Failure by a Bidder to respond adequately to any of the requirements of this RFP shall have an adverse impact on the evaluation of its RFP Bid and shall entitle the Institution, in its

sole discretion, to disregard that Bidder's RFP Bid and to disqualify that Bidder from participating in the Project.

- (ii) **The second stage** of evaluation is the test for Functionality with a minimum pass threshold of 70% overall for this category and 50% for each subcategory. If a RFP Bid does not meet the threshold it will be marked unacceptable and not proceed to the next stage of evaluation if there other acceptable RFP Bids
- (iii) **The third stage** of evaluation will entail the application of the 90 points for RFP Bid Price and 10 points for B-BBEE in accordance with determined goals.

7.2 Tests for responsiveness

The Institution shall, in the first instance, determine whether each RFP Bid is responsive to the requirements of the RFP. An RFP Bid shall be considered responsive only if:

- (a) it is found to be compliant in terms of the requirements as set out in Clause 5 (mandatory Requirements);
- (b) it is received according to the format set out in Clause 6 (Administrative compliance requirements);
- (c) it is received by the Bid Submission Date by no later than the specified submission cut off time including any extension thereof pursuant to this RFP (if any);
- (d) it is signed, sealed, hard bound and marked as stipulated in Clause 6.4 (Bid Submission Date);
- (e) it is accompanied by all required returnable documents as specified in this RFP;
- (f) it contains all the information (complete in all respects) as requested in this RFP and/or documents in the same formats as those specified;
- (g) it does not contain any condition or qualification; and
- (h) it is not non-responsive in terms hereof.

The Institution reserves the right to reject any RFP Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Institution in respect of such RFP Bid.

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7.3 Functional Evaluation and Scoring Process

The technical evaluation teams shall score each RFP Bid on basis of the following categories:

Table 3 – Weighting of the scores per evaluation area

Evaluation Area		Max Score	Min score																			
A Bidder is required to assume that there will be no BAFO process when providing this section on Technical Solution. (This assumption shall not detract from the Institution's rights in this respect.)		40	20																			
A. Plan, Design and Present a Site Layout (SDP) that Demonstrate attainment of the Institution’s objective of housing the missing GAP earning households of between R3,500.01 to R22,000.00 monthly income within a Mix-use Residential Complex (NB: Taking into consideration of the FLISP GRANT and Any other GRANT should the Bidder propose) with a min of: 80 Free Stands 144 Town Houses 108 Flats - The Bidder’s Idea must take into consideration of the current indicative Site Plan and the Zoning thereof - The Bidder is called to conduct his, her or its due diligence in identifying other Buildings and Structure existing on Site. - The Bidder is called upon to conduct his, her or its own due diligence in the Topography of the site. - The Bidder is called upon to conduct his, her or its due diligence in identifying and gathering all or any existing Services already on Site usable or not usable in the Planning & Design of his, her or its SDP Impression. - The Bidder must demonstrate the immediate and long term affordability of Beneficiaries (R3,500.01 – R22,000.00 Earners) solution which includes: - Planning and Design (2 points),		14																				
<table border="1"> <thead> <tr> <th>Responsible Pr. Practice</th> <th>Arears of Points</th> <th>Points</th> <th>Weights %</th> <th>Total Score</th> </tr> </thead> <tbody> <tr> <td rowspan="6">Pr. Town Planner & Surveyor</td> <td>Compliance with min No. of Stands, Units & Communal Facilities</td> <td>1</td> <td rowspan="6">(Points Scored/Total No. of Points) x 100</td> <td rowspan="6">Weight % x 2</td> </tr> <tr> <td>Sizes of Arears for all Facilities</td> <td>1</td> </tr> <tr> <td>Compliance with Approved Zoning</td> <td>1</td> </tr> <tr> <td>Compliance with SPLUMA</td> <td>1</td> </tr> <tr> <td>Compliance with By-laws</td> <td>1</td> </tr> <tr> <td>Compliance with BE Acts of 2000</td> <td>1</td> </tr> </tbody> </table>		Responsible Pr. Practice		Arears of Points	Points	Weights %	Total Score	Pr. Town Planner & Surveyor	Compliance with min No. of Stands, Units & Communal Facilities	1	(Points Scored/Total No. of Points) x 100	Weight % x 2	Sizes of Arears for all Facilities	1	Compliance with Approved Zoning	1	Compliance with SPLUMA	1	Compliance with By-laws	1	Compliance with BE Acts of 2000	1
Responsible Pr. Practice	Arears of Points	Points	Weights %	Total Score																		
Pr. Town Planner & Surveyor	Compliance with min No. of Stands, Units & Communal Facilities	1	(Points Scored/Total No. of Points) x 100	Weight % x 2																		
	Sizes of Arears for all Facilities	1																				
	Compliance with Approved Zoning	1																				
	Compliance with SPLUMA	1																				
	Compliance with By-laws	1																				
	Compliance with BE Acts of 2000	1																				

- Civil Design (2 points),

Responsible Pr. Practice	Arears of Points	Points	Weights %	Total Score
Pr. Civil Engineer	Compliance with min Sizes for all Stands, Units & Facilities	1	(Points Scored/Total No. of Points) x 100	Weight % x 2
	Open Arears Design, Parks, Paving and Parking.	1		
	Compliance with Materials Quality. The Bidder is to demonstrate the Durability of materials used on Site by way of SANS Certifications.	1		
	Compliance with SANS 241, SANS 10252-1, SANS 10252-2 SANS 10400	1		
	Compliance with By-laws	1		
	Compliance with BE Acts of 2000	1		

- Municipal Facility Management & Maintenance System (2)

Responsible Pr. Practice	Arears of Points	Points	Weights %	Total Score
Pr. Facilities Manager	Compliance with min No. of Stands, Units & Communal Facilities	1	(Points Scored/Total No. of Points) x 100	Weight % x 2
	Open Arears Management Plan with Costs	1		
	Low Maintenance Plan with Costs	1		
	Compliance with, SANS 1752, ISO:41001 standard	1		
	Compliance with By-laws	1		
	Compliance with BE Acts of 2000	1		

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- Legal solution (2 point),						
Responsible Pr. Practice	Arears of Points	Points	Weights %	Total Score		
Legal Practitioner (Legal Practice Council)	SPV Structure and Landing Viability (Bankability) Letters of intend to Fund from reliable Funders	1	(Points Scored/Total No. of Points) x 100	Weight % x 2		
	Legal Complex Policy for Communal Arear, Access & use of Communal Property(s)	1				
	Compliance with Jurisdiction. Hand in a Proof of Local Office Address.	1				
	Compliance with Legal Practice Act 28 of 2014 (Conveyancing) Provide Bulk Alienation Plan for Sectional and Full Title Deeds Registration	1				
	Bonds both Bidder and later Preferred Bidder Bond intent Letter.	1				
	Compliance with Deeds Act (submit a registered Deeds Signature Specimen from Knysna Office)	1				
- B-BBEE (2 point) and						
Responsible Pr. Practice	Arears of Points	Points	Weights %	Total Score		
B-BBEE Certified Practitioner	Compliance with min No. of Subcontracting to be achieved (Min 30%)	1	(Points Scored/Total No. of Points) x 100	Weight % x 2		
	Local Content Ratio to be achieved undertaking Letter	1				
	Compliance with Jurisdiction. Hand in a Proof of Local Office Address.	1				
	Compliance with Legal Practice Act 28 of 2014 (Conveyancing) Provide Bulk Alienation Plan for Sectional and Full Title	1				

	Deeds Registration							
	Compliance with By-laws	1						
	Compliance with Act 53 of 2003	1						
- Selling Prices (4 point)								
Responsible Pr. Practice	Arears of Points	Points	Weights %	Total Score				
Estate Agent Certified Practitioner	Compliance with min No. of Houses to be sold with a clear targets & Timelines Plan	1	(Points Scored/Total No. of Points) x 100	Weight % x 4				
	Submit The lates FLISP Quantum	1						
	Bank Intent to consider at the least the R3,500.01 Income Earners Entry Band.	1						
	Marketing and Sale Management Plan.	1						
	Compliance with By-laws	1						
	Compliance with Act 112 of 1976	1						
B. Plan, Design and Present Housing Units (Compartments) that Demonstrate attainment of the Institution’s objective of housing the missing GAP earning households of between R3,500.01 to R12,000.00 monthly income FLATS based on the Bidder’s SDP proposed at section (A) of this Scoring Sheet (The SDP) for the following Units configurations: 1. 2 Bedroom Units 2. 3 Bedroom Units The Bidder’s Idea must demonstrate Quality, Low Maintenance and Functionality of a Family Unit in the following categories: - Design Layout (2 points),								
Responsible Pr. Practice	Arears of Points	Points	Weights %	Total Score				
Pr. Architect	Compliance with min No. of Stands, Units & Communal Facilities	1	(Points Scored/Total No. of Points) x 100	Weight % x 2				
	Sizes of Arears for all Facilities	1						
	Compliance with min Size of Units, Rooms & Functionality	1						
	Compliance with SANS 10400	1						
	Compliance with By-laws	1						
	Compliance with BE Acts of 2000	1						

12

12

- Materials Durability (2)				
Responsible Pr. Practice	Areas of Points	Points	Weights %	Total Score
Pr. Architect & Structural Eng.	Compliance with min Topography Functionality of Site	1	(Points Scored/Total No. of Points) x 100	Weight % x 2
	Durability of Materials used	1		
	Structural Elements Methodology	1		
	Compliance with SANS 10400-B (Structural Design)	1		
	Compliance with By-laws	1		
	Compliance with BE Acts of 2000	1		
- Energy Efficiency (2)				
Responsible Pr. Practice	Areas of Points	Points	Weights %	Total Score
Pr. Architect	Compliance with min Site Orientation for max comfort	1	(Points Scored/Total No. of Points) x 100	Weight % x 2
	Alternative Renewable Energy Proposal	1		
	Structural Elements Methodology	1		
	Compliance with SANS 10400-XA,	1		
	Compliance with By-laws	1		
	Compliance with BE Acts of 2000	1		
- Low Maintenance (2)				
Responsible Pr. Practice	Areas of Points	Points	Weights %	Total Score
Pr. Architect	Compliance with overall Site Walking, Trails & unpaved Areas	1	(Points Scored/Total No. of Points) x 100	Weight % x 2
	Waste Management Plan	1		
	Units Envelope (Exterior) free of Maintenance	1		
	Design of one Point of Waste Collection	1		
	Compliance with By-laws	1		
	Compliance with BE Acts of 2000	1		

- Bank & FLISP Application Requirements & process (2 point)				
Responsible Pr. Practice	Arears of Points	Points	Weights %	Total Score
Estate Agent Registered Practitioner	Compliance with all Sales Mortgage Applications Plan (Banks)	1	(Points Scored/Total No. of Points) x 100	Weight % x 2
	Assistance with Grants (FLISP) Applications Plan	1		
	Deeds of Sales Standard Agreement	1		
	Establishment of on-site Office (Intent & Location)	1		
	Compliance with By-laws	1		
	Community Engagement Plan (Awareness & Progress Plan)	1		
C. Plan, Design and Present Housing Units (Compartments) that Demonstrate attainment of the Institution’s objective of housing the missing GAP earning households of between R12,000.00 to R22,000.00 monthly income Town Houses (Duplexes) based on the Bidder’s SDP proposed at section (A) of this Scoring Sheet (The SDP) for the following Units configurations: 1. 2 Bedroom Units 2. 3 Bedroom Units • The Bidder’s Idea must demonstrate Quality, Low Maintenance and Functionality of a Family Unit in the following categories:				
Plan, Design and Present Housing Units (Compartments) that Demonstrate attainment of the Institution’s objective of housing the missing GAP earning households of between R3,500.01 to R12,000.00 monthly income FLATS based on the Bidder’s SDP proposed at section (A) of this Scoring Sheet (The SDP) for the following Units configurations: 3. 2 Bedroom Units 4. 3 Bedroom Units • The Bidder’s Idea must demonstrate Quality, Low Maintenance and Functionality of a Family Unit in the following categories: - Design Layout (2 points),				
Responsible Pr. Practice	Arears of Points	Points	Weights %	Total Score
Pr. Architect	Compliance with min No. of Stands, Units & Communal Facilities	1	(Points Scored/Total No. of Points) x 100	Weight % x 2
	Sizes of Arears for all Facilities	1		
	Compliance with min Size of Units, Rooms & Functionality	1		
	Compliance with SANS 10400	1		
	Compliance with By-laws	1		
	Compliance with BE Acts of 2000	1		

12

- Materials Durability (2)

Responsible Pr. Practice	Arears of Points	Points	Weights %	Total Score
Pr. Architect & Structural Eng.	Compliance with min Topography Functionality of Site	1	(Points Scored/Total No. of Points) x 100	Weight % x 2
	Durability of Materials used	1		
	Structural Elements Methodology	1		
	Compliance with SANS 10400-B (Structural Design)	1		
	Compliance with By-laws	1		
	Compliance with BE Acts of 2000	1		

- Energy Efficiency (2)

Responsible Pr. Practice	Arears of Points	Points	Weights %	Total Score
Pr. Architect	Compliance with min Site Orientation for max comfort	1	(Points Scored/Total No. of Points) x 100	Weight % x 2
	Alternative Renewable Energy Proposal	1		
	Structural Elements Methodology	1		
	Compliance with SANS 10400-XA,	1		
	Compliance with By-laws	1		
	Compliance with BE Acts of 2000	1		

- Low Maintenance (2)

Responsible Pr. Practice	Arears of Points	Points	Weights %	Total Score
Pr. Architect	Compliance with overall Site Walking, Trails & unpaved Areas	1	(Points Scored/Total No. of Points) x 100	Weight % x 2
	Waste Management Plan	1		
	Units Envelope (Exterior) free of Maintenance	1		
	Design of one Point of Waste Collection	1		
	Compliance with By-laws	1		
	Compliance with BE Acts of 2000	1		

- Bank & FLISP Application Requirements & process (2 point)				
Responsible Pr. Practice	Arears of Points	Points	Weights %	Total Score
Estate Agent Registered Practitioner	Compliance with all Sales Mortgage Applications Plan (Banks)	1	(Points Scored/Total No. of Points) x 100	Weight % x 2
	Assistance with Grants (FLISP) Applications Plan	1		
	Deeds of Sales Standard Agreement	1		
	Establishment of on-site Office (Intent & Location)	1		
	Compliance with By-laws	1		
	Community Engagement Plan (Awareness & Progress Plan)	1		
D. Appropriate Overall Project Plan including construction and Operations commissioning and services commencement Training & Manuals. A Bidder shall provide the Project Plan to meet time frames, stating all assumptions and detailing, inter alia the following: - timetable and milestones for reaching Financial Close; to Three Year Period on Defect Liability Period (1) - Project Site handover and establishment milestone; (1) - design and approval milestones;(1) - construction milestones (indicating a complete Project handover including Payment Stages) ;(1) and - Property Transfer milestones (1).				6
Technical				40

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E. Technical: Resources Construction Comprising the following Professionals A Bidder must provide: A detailed CVs and Qualifications and Professional Registration Qualifications of the Following: (Max 2 Pages CV). - Construction Management 2 - Architectural 2 - Structural Engineer 2 - Civil Engineer 2 - Mechanical Engineer 2 - Electrical Engineer 2 - QS 2 - Town Planner 2 - Environmental Specialist 2 - Estate Agent 2 - Legal 2	22	
F. Technical: Transitional Arrangements - A Bidder must provide a framework of its anticipated Property Transfer plan taking into account his/her/its Phasing Plan and the number of Buyers in a short space of time (5 points); and - A Bidder is required to provide detailed proposal demonstrating that the Bidder will comply with the Output Specifications for the Project including, at a minimum, a construction completion, commissioning programme and completion certification process (5 points)	10	
G. Technical: Operations A Bidder must provide the following: - a detailed proposal demonstrating that the Institution and/or Outsourced Services (Housing Association etc.) will be able to sustain a Middle-Income Residential Complex as per the Output specifications (the Operations & Maintenance Manuals) for the Project including, at a minimum, a comprehensive proposal demonstrating how the requirements related to the Operations (Annual Cost)? (including Hard and Soft Facilities Management) of the Design Layout proposed;(2 points)	8	
- demonstrate that the Operations Manuals are implementable with the final design of the Facility and the Units specified in the RFP Bid; and (2 point)		•
- a process for acceptance and sign off the completed Works by the Operations Contractor at the end of the construction period. (2 point)		•
- a procedure to ensure that the Operations Procedure is part of the design development process, and will provide acceptance of the design throughout the process, (1 point)		•

- Other Social Facilities – the Tuck-Shop, Laundry yards and Other Facilities as shall form part of the Bidder’s Bid Design will be manageable by the Institution and such possible Contracts (as the case might be) between the operators and the Institution are in place (Samples). (1 point) -			
Financial	10		
H. Approach to Risk Transfer A Bidder shall provide a clear demonstration of its approach to transfer of risk, in accordance with the PPP Agreement. (2 point)	2		
I. Compliance to funding requirements A Bidder is to provide full details of the amount, term, rates and conditions applicable to all funding required to ensure that the Project remains fully funded throughout the life cycle of that Project and where applicable, is to provide complete term sheets (Heads-of-Terms); (2 point)	2		
J. Financial Model A Bidder is to provide a financial model prepared in accordance with Annex 3 (Financial and Insurance Requirements); (2 point)	2	5	
K. Financial and Insurance Requirements A Bidder is to provide all the information and documentation as required in Annex 3 (Financial and Insurance Requirements) of this RFP; and (2 point)	2		
L. Value for Money A Bidder must demonstrate how it proposes to establish the Value for Money to the Institution (2 point)	2		
Legal	10		
M. Provision of detailed and initialled by parties thereto of the Heads of terms of each of the Construction Contracts, Operations Plan and Estate Agent. (No mark-ups are allowed in the PPP) A bidder is to provide a detailed and initialled by parties thereto of the heads of terms of each of the Construction Contract and Operations System(s) demonstrating appropriate flow down of risk from the Private Party and the relevant contractor, and where any such risk stays with the Private Party a full explanation of how the Private Party will manage such risk; including the Organogram depicting the flow of contracting, Risk Allocation, Reporting and Communications).	5		

N. Environmental Due Diligence provide an undertaking to establish the Private Party whose sole purpose and objective will be to enter into the PPP Agreement and provide the Project Deliverables; Confirm that it has conducted its environmental due diligence and its acceptance of any environmental risks; confirm its satisfaction with regard to the risk of pollution and/or contamination on the Project Site and confirm that it takes responsibility for compliance with legal requirements to deal with any contamination and/or pollution material; Confirm its satisfaction with regard to the risk of pollution and/or contamination on the Project Sites and confirm that it takes responsibility for compliance with legal requirements to deal with any contamination and/or pollution material;	5	5
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- (a) Minimum Threshold to pass any (Specific) Functional Criteria sub-category (i.e. Integrated Project solution and Project management of the Bidder, Technical, Legal and Financial) is 50%.
- (b) Minimum overall Threshold to pass the Functional Requirements is 70%.

7.4 PRICE DETERMINATION

- (a) The RFP Bid Price shall be calculated as the total value of the Site Development Cost, using the assumptions per Annex 3 (Financial and Insurance Requirements) of this RFP.

7.5 90/10 Preference Point System Evaluation

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- i) A maximum of 90 points is allocated for price on the following basis:

"90/10

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

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
P min = Price of lowest acceptable tender

c) POINTS AWARDED FOR SPECIFIC GOALS

- i) A maximum of 10 points will be awarded for specific goals
- ii) In terms of Regulation 5(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 4 below as may be supported by proof/documentation stated in the conditions of this tender:

TABLE 4. BBBEE SPECIFIC GOALS – PREFERENCE POINTS ALLOCATION

BEE SCORECARD		
BEE ELEMENT	PROJECT TARGET	SPECIFIC GOAL WEIGHTING (90/10)
A: Private party equity		20%
A1: Black Equity	40%	
A2: Active Equity	55% of A1	
A3: Cost of Black Equity	Value for money	
A4: Timing of project cash flow to Black Shareholders	Early and ongoing	
B: Private party management and employment		15%
B1: Black Management control	Commensurate with A1 & A2	
B2: Black Women in management control	15% of B1	
B3: Employment equity	Compliant with law	
B4: Skills development	1% of payroll	
C: Subcontracting		50%
C1: Capital expenditure cash flow to Black people/Black Enterprises	30%	
C2: Operating expenditure cash flow to Black people/Black Enterprises	30%	
C3: Black Management control	25%	
C4: Black Women in management control	15% of C3	
C5: Employment equity	Compliant with law	
C6: Skills development	1% of payroll	
C7: Procurement to Black Enterprise SMMEs	30%	
D: Local socio-economic impact	Sustainable, effective plan	15%
TOTAL POINTS (10 POINTS)		100%

7.6 Objective criteria

- (a) In an effort to uplift SMMEs, the Institution reserve a right to appoint a bidder who complies with subcontracting requirements than a bidder who does not complies with subcontracting requirements even if such bidder scored highest points in term of price and preference. Therefore, bidders must submit an intent to subcontract at least 30% of value of the total costs related to the capital component of the Construction Contract and Operation (Suggested in terms of the Operation & Maintenance Manual) to SMMEs who are at-least 51% owned by black people. The subcontracting intent must at-least reflect the intended subcontracting amount / percentage of work, description of work/service subcontracted, intended payment condition, minimum number of subcontractors to be subcontracted and must be signed by the main contractor authorized person. The intent for subcontracting should be accompanied with affidavit from the contractor's authorized person.
- (b) Details of the subcontracting in line with Institution's developmental goals to be defined at contracting stage.

8. RFP Bid Price (determination of affordability against feasibility study)

- The RFP Bid Price shall be calculated as the net present value of the first year of the Debt/Equity Draw, using the assumptions per Annex 3 (Financial and Insurance Requirements) of this RFP. For the purposes of evaluation, the Institution shall use this RFP Bid Price to assess a Project's Affordability.

- The RFP Bid Price will be adjusted at Financial Close as a result of movement in the spot foreign exchange rates between those rates assumed in the Bidder's Financial Model(s) at Bid Submission Date and the equivalent rates at Financial Close.
- The Preferred Bidder's Financial Model(s) will be adjusted at Financial Close to take account of changes in capital expenditure (excluding hedging costs and contingency costs) resulting from movements in the applicable foreign exchange spot rates from the Bid Submission Date to Financial Close, such that the Preferred Bidder's real post tax rate of return on equity is unchanged from that shown in that Financial Model prior to such adjustment. After Financial Close, there will be no further adjustment for exchange rates. For the avoidance of any doubt, only foreign currency denominated capital expenditure (excluding hedging costs and contingency costs) should be linked, in the Bidder's Financial Model, to the spot rate to be adjusted at Financial Close. Any operating expenditure denominated in foreign currency should not be linked to the same spot rate which is to be adjusted at Financial Close.
- The upper limit of foreign exchange exposure is either 60% of the capital expenditure of the Project (excluding hedging costs and contingencies), or the actual foreign exchange exposure, in respect of the capital expenditure (excluding hedging costs and contingencies) whichever is the lower.
- In addition, the Institution shall make appropriate adjustments to the Unitary Payment (the **Adjusted Price**) based upon the risk transfer accepted by a Bidder. The Adjusted Price shall be used for the purposes of determining the Value for Money when compared to the net present value, including transferred risks, of the financial model annexed in the Feasibility Study. The purpose of the Value for Money Assessment is for final approval from National Treasury.

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ANNEX 1

(SUPPLEMENTARY INFORMATION PROVIDED TO A BIDDER IN SUPPORT OF PREPARING PROJECT DELIVERY PROPOSAL)

SITE INFORMATION

This documentation and/or information is available in the Data Room to the extent that the Institution can provide. The Bidder must search, get and Analyse its Site Information before Bidding. The Institution reserves the right to exclude itself from the Sources and/or the Information gathered by the Bidder.

**DRAINAGE, WATER SUPPLY AND ALL OTHER SERVICES ON SITE BLUEPRINTS TO BE
PRINTED ON LARGE SCALE MEDIA AND PLACED ON WALL OF THE DATA ROOM. NO
COPIES SHALL BE MADE PRIOR WRITTEN APPROVAL BY THE MUNICIPALITY**

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ANNEX 2

(PREFERENTIAL PROCUREMENT REQUIREMENTS)

Part 1

(OBJECTIVES AND ELEMENTS)

- (a) The achievement of the Institution's socio-economic objectives through the Project will be a crucial indicator of the success thereof.
- (b) In designing the requirements pertaining to Preferential Procurement Requirements, the Institution had regard to the existing policy framework and legislation regarding Preferential Procurement Requirements and this was used to design an appropriate approach to Preferential Procurement Requirements for the Project.

The existing policy framework and legislation includes:

- (i) Constitution of the Republic of South Africa Act No. 108 of 1996;
 - (ii) B-BBEE Act;
 - (iii) the Revised BEE Codes;
 - (iv) the National Development Plan;
 - (v) National Treasury Guidelines on BEE;
 - (vi) the PPPF Act; and
 - (vii) the Construction Sector Codes.
- (c) In developing the objectives for the Project, some of the socio-economic challenges facing South Africa were also taken into account. These include, the:
 - (i) high rate of unemployment in South Africa;
 - (ii) skills gap and skills mismatch;
 - (iii) high poverty levels;
 - (iv) high levels of inequality; and
 - (v) lack of participation by historically disadvantaged citizens and marginalized regions in the mainstream economy.
 - (d) The strategic approach in achieving maximum Preferential Procurement Requirements objectives of the Project is to:
 - (i) determine and stipulate the appropriate preference point system to be utilised in the evaluation and adjudication of RFP Bids;
 - (ii) set up achievable local production and local content requirements;

- (iii) set up subcontracting minimum values for the Project as condition of appointing a Preferred Bidder.
- (e) Taking into account the applicable legislative and policy requirements, as well as the socio-economic conditions in South Africa, the Institution intends to pursue the following socio-economic objectives in the procurement of the Project:
 - (i) creation of employment;
 - (ii) increased participation in equity ownership by Black Shareholders;
 - (iii) involvement of Black Persons in the management structures of the Private Party and the Key Contractors;
 - (iv) education and the development of skills;
 - (v) development of the different suppliers involved in the Project and other beneficiary entities;
 - (vi) socio-economic development; and
 - (vii) participation by Black Persons in property developments in the Johannesburg CBD.

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PART 2

- (i) as detailed above, will not proceed further for consideration.

PART 3

(SUBCONTRACTING)

- A) In an effort to uplift SMMEs, the Institution reserve a right to appoint a bidder who complies with subcontracting requirements than a bidder who does not complies with subcontracting requirements even if such bidder scored highest points in term of price and preference. Therefore, bidders must submit an intent to subcontract at least 30% of value of the total costs related to the capital component of the Construction Contract and operation to Local (within the Greater Knysna Municipality) SMMEs who are at-least 51% owned by Previously Disadvantaged Individuals (youth, Women & Disabled). The subcontracting intent must at-least reflect the intended subcontracting amount / percentage of work, description of work/service subcontracted, intended payment condition, minimum number of subcontractors to be subcontracted and must be signed by the main contractor authorized person. The intent for subcontracting should be accompanied with affidavit from the contractor's authorized person.
- Details of the subcontracting in line with Institutional developmental goals to be defined at contracting stage.

PART 4

(EVALUATION OF FUNCTIONALITY CRITERIA)

- (a) Bidders shall be evaluated for technical functionality according to the following criteria with the related scoring:

Evaluation Area	Max Score
Integrated Project Solution and Project management of the Bidder	20
Technical	50
Financial	15
Legal	15
TOTAL	100 POINTS

- (a) The minimum overall threshold required to pass the functionality evaluation is 70%.
- (b) The minimum threshold to pass any evaluation area subcategory is 50%.

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PART 5

(EPWP REQUIREMENTS)

- O. The Expanded Public Works Programme (EPWP) is one of government's medium-to-long term programmes aimed at alleviating poverty, reducing unemployment and improving skills levels through education and training.
- P. In the Infrastructure sector the emphasis is on optimising the creation of work opportunities through the use of labour-intensive construction and maintenance methods.
- Q. This section defines the requirements, roles and responsibilities of the Private Party which has been set for the Project. The requirements for the Project are based for the obligations for participating parties of the Expanded Public Works Programme (EPWP) as detailed in the "*Guidelines for the Implementation of Labour-intensive Infrastructure Projects under the Expanded Public Works Programme (Third Edition)*", as published by the Institution of Public Works (DPW). Refer to the EPWP website for the most current version of the full publication (www.epwp.gov.za).
- R. The "Guidelines for the Implementation of Labour-intensive Infrastructure Projects under the Expanded Public Works Programme (Third Edition)" will for the purposes of these requirements now be referred to as "the **Guidelines**". Bidders are required to work according to the standards set out in the most updated version of the Guidelines.
- S. The Guidelines are to be read and implemented in conjunction with the following:
- (i) the Institution will take the role of the "*Public Body*" as envisaged in the Guidelines;
 - (ii) the Private Party's consultants will take the role of the "*Consultants*" who will be overseen by the Public Body;
 - (iii) the Key Contractors will take the role of the "*Contractor*"; and
 - (iv) reporting forms included within the Guidelines are updated continually and the latest versions of the forms can be found on the National Institution of Public Works website (www.publicworks.gov.za). Both the Public Body and the Private Party are to adhere to the most updated reporting templates
- T. The timeframes for reporting is on a Monthly basis and the following additional documents are to be included in these monthly reports which are to be submitted to the Institution's EPWP representative for approval:
- (i) monthly reporting templates (as per the EPWP reporting template found on the NDPW website (www.publicworks.gov.za));
 - (ii) certified copies of labourers' Identity Documents;
 - (iii) proof of signed contract with each labourer;
 - (iv) proof of payment to labourers;
 - (v) proof of UIF payments for each labourer;
 - (vi) attendance register;

- (vii) proof of compliance with Workman's compensation COID Compensation for Occupational Injuries and Diseases; and
 - (viii) training reports and the list of people trained.
- U. The Institution requires that the Project create a minimum of 434 Work Opportunities.
- V. Bidders must, in their RFP Bids, submit a comprehensive EPWP project implementation plan describing in details how it will meet the requirements set out in the above referenced Guidelines taking into consideration the additional requirements and minimum number of Work Opportunities that must be created for the Project.
- W. The points scoring for EPWP shall be 10 points as a category to be scored in terms of the evaluation. The formula to calculate the bidders points in respect of this category is:
- $$\frac{NuWo}{MWO} * 10 = \text{points scored for the EPWP category}$$
- Number of Work Opportunities offered under Bid: NuWO*
- Minimum Work Opportunities required for this cluster: MWO (434)*
- X. The points scored by a Bidder under this category will be tallied with the scores in the other evaluation categories, where applicable, of evaluation to obtain a final overall score.

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PART 6

(THE 90/10 PREFERENCE POINT SYSTEM AS PER REGULATION 7 OF THE PPPF ACT)

- (a) Once a score has been calculated in accordance with Part 7 (Total Overall Scoring other than Price and B-BBEE Contributor Status) above, a Bidder's final score shall be calculated on the basis of the 90/10 principle, with:

- (i) RFP Bid Price = 90 points; and
- (ii) B-BBEE Points for special goal = 10 points.

(b) The determination of the RFP Bid Price

- (i) The RFP Bid price shall be calculated as the net present value of the first year of the Unitary Payment, using the assumptions per Annex 3 ((Financial and Insurance Requirements) of this RFP. For the purposes of evaluation, the Institution shall use this RFP Bid price to assess a Project's Affordability.
- (ii) The RFP Bid price will be adjusted at Financial Close as a result of movement in the spot foreign exchange rates between those rates assumed in the Bidder's Financial Model(s) at Bid Submission Date and the equivalent rates at Financial Close.
- (i) The Preferred Bidder's Financial Model(s) will be adjusted at Financial Close to take account of changes in capital expenditure (excluding hedging costs and contingency costs) resulting from movements in the applicable foreign exchange spot rates from the Bid Submission Date to Financial Close, such that the Preferred Bidder's real post tax rate of return on equity is unchanged from that shown in that Financial Model prior to such adjustment. After Financial Close, there will be no further adjustment for exchange rates. For the avoidance of any doubt, only foreign currency denominated capital expenditure (excluding hedging costs and contingency costs) should be linked, in the Bidder's Financial Model, to the spot rate to be adjusted at Financial Close. Any operating expenditure denominated in foreign currency should not be linked to the same spot rate which is to be adjusted at Financial Close.
- (ii) The upper limit of foreign exchange exposure is either 60% of the capital expenditure of the Project (excluding hedging costs and contingencies), or the actual foreign exchange exposure, in respect of the capital expenditure (excluding hedging costs and contingencies) whichever is the lower.

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PART 7

ANNEX 3

(FINANCIAL AND INSURANCE REQUIREMENTS)

This annexure sets out the information that a Bidder is required to provide with regard to its proposed financial structures and solutions.

PROJECT FINANCIAL STRUCTURE

A Bidder is to describe in detail the financial structure that is proposed to fund the Project. A Bidder must provide at least the following information as part of its Compliant Bid submitted:

Overview of Financial Structure

- (a) outline of the proposed financial and legal structure with Project cost and funding structure diagram;
- (b) proposed Debt: Equity ratio;
- (c) identification of the Lenders;
- (d) identification of all Members; and
- (e) overview of proposed B-BBEE funding structures.

Equity Funding

- (a) detailed description of the proposed equity structure (classes of shares to be issued and authorised share capital);
- (b) equity participation and or subordinated debt to be provided by each Member;
- (c) the timing of anticipated drawdowns;
- (d) equity funding required rate of return in respect of each Member;
- (e) details of Project development costs;
- (f) details of any options or similar rights held by any party over the share capital (authorised or issued) of any of the corporate entities in the proposed funding structure;
- (g) for each shareholder, certified copies of directors' resolution approving the participation in the Project as a shareholder and detailing the extent of their proposed equity investment; and
- (h) confirmation of available resources to fund each Member's equity investment in the Project or signed term sheet from a reputable financial institution.

Debt Financing

- (a) letters of commitment from each Lender that intends to provide debt or quasi-debt finance pledging commitment to a Bidder;
- (b) detailed term sheet for each category of debt finance, a detailed financing term sheet from each Lender (this to include conditions, terms, base costs, margins and fees);

- (c) for each category of debt finance, a detailed breakdown from each Lender of how the cost of debt financing has been/will be determined and how the margins have been determined;
- (d) details of all fees charged by the Lenders and its –or their advisors and the Private Party's share of the Independent Certifier fees;
- (e) in the event that floating rate funding is proposed by a Bidder, details of how interest rate risk will be managed and the related cost of hedging such exposure;
- (f) in the event that it is contemplated that there shall be imported components details of how foreign exchange risk will be managed and the related cost of hedging such exposure and Rand exchange rate computations;
- (g) details of the capitalisation of interest during construction;
- (h) the timing of anticipated drawdowns;
- (i) in the case of retendering the PPP Agreement following Private Party default, what percentage of the total Adjusted Debt (as defined in the PPP Agreement) outstanding a Bidder believes should be repaid in the event that, on retendering, the highest tender price is less than the debt; and
- (j) in the case that the PPP Agreement is not retendered following Private Party default, what percentage of the Adjusted Debt (as defined in the PPP Agreement) a Bidder believes should be repaid in the event that the adjusted estimated Project value is less than the debt.

Management of the financial structure during the Project Term

Details of how the Refinancing Gains (as defined in the PPP Agreement), in terms of clause [33] of the PPP Agreement, are proposed to be shared between a Bidder and the Institution.

Proposed financial year end of the Private Party

The financial year end of the Private Party shall match that of the Government, i.e. March; should a Bidder wish to propose an alternative year end this must be fully motivated in its RFP Bid.

Levels of funding commitment

- (a) A Bidder is required to submit a fully underwritten RFP Bid in respect of both equity and debt finance. The debt finance to be underwritten shall be the total debt finance. Equity must be fully underwritten and shall be the total equity finance including any standby or subordinated facilities.
- (b) A Bidder that provides funding structures which are non-committal or are highly conditional places its RFP Bid at significant risk of being rejected. A Bidder is required to clearly demonstrate an ability to implement the proposed funding structures in its RFP Bid without protracted negotiations with the Institution or with the Lenders.

Contents of the Financial Model

A Bidder is required to prepare and submit a Financial Model for each Compliant Bid. The Financial Model should be prepared in MS Excel format and must be submitted both in hard copy and electronic formats. The Financial Model must not incorporate workbook, worksheet or macro password protection (or the password must be disclosed) and not contain any hard coded data, other than inputs as set out in separately identifiable input sheets. The Financial Model must be prepared using 1 March 2018 as the base year. During the construction and development period the Financial Model must be prepared on a monthly basis.

After the construction and development period the Financial Model must be prepared on a semi-annual basis or, where a Bidder proposes a project finance structure, the model should illustrate cash flows at the ratio test dates where this does not occur semi-annually. The Financial Model should provide annual summaries for the full term of the PPP Agreement. All assumptions made in preparing the Financial Model must be described in detail in a write-up to the Financial Model. A Bidder must provide a thorough and detailed explanation of the Financial Model as well as instructions on how to operate the Financial Model.

The Financial Model should set out at least the following information (in nominal, real and net present value terms), where relevant:

- (a) all output ratios (refer to below) and return categories;
- (b) detailed source and uses of funds table;
- (c) capital expenditure in a similar component category breakdown to that set out here;
- (d) debt breakdown schedules for each credit facility, including interest paid, fees, margin and repayment schedules;
- (e) where Bidders propose fixing interest rates, they are required to set out the costs of the proposed interest rate hedging arrangements clearly in their Financial Model;
- (f) total equity including any standby and/or subordinated facilities;
- (g) total operating cost and maintenance assumptions, including replacement schedule;
- (h) forecast annual financial statements (balance sheet, profit and loss and cash flow statements);
- (i) cash cascade in order of seniority (which is consistent with the funding term sheets);
- (j) separately identified foreign denominated goods or services;
- (k) the projected project IRR before financing and which must be shown in terms of real and nominal terms;
- (l) equity IRR in both real and nominal terms as compensation;
- (m) the base cost return on equity for the entire duration of the PPP Agreement;
- (n) interest cover;
- (o) any other ratios or financial covenants that are required to be met in the Financing Agreements;
- (p) risk pricing;
- (q) assumptions on penalty deduction; and
- (r) gains from refinancing.

Bidders' Financial Model(s) must be capable of running sensitivities including, but not be limited to the following:

- (a) capital expenditure (from - 20% to 20% in increments of 5%);
- (b) operating expenditure (from - 20% to 20% in increments of 5%);

- (c) inflation indices where appropriate;
- (d) exchange rates;
- (e) funding terms; and
- (f) 6 scenarios where a number of sensitivities occur at the same time.

Accounting treatment for the Project

In accordance with IAS and IFRS.

A comprehensive and detailed explanation of all VAT and other tax treatments must accompany the Financial Model.

Insurance

A Bidder must confirm its acceptance of Schedule [10] (Insurances) to the PPP Agreement. A Bidder is further required to provide an indication of the form of a broker's undertaking in respect of the various minimum insurance covers for the Project.

For purposes of conducting a comparison for Treasury Approvals, Bidders should provide the NPV of their RFP Bids with a discount rate of 12%. Bidders are required to assume tax rates (including, but not limited to, corporate tax, value added tax, customs taxes and duties, withholding taxes and other levies) in accordance with the relevant South African tax legislation and to clearly demonstrate such assumptions in the Financial Model(s).

Financial model assumptions

Table 2

Assumption category	Assumption
Construction start date	TBC
Concession period	3 years
ZAR/USD exchange rate	TBC
Annual CPI rate	TBC
NPV discount rate	12%

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ANNEX 4

(DECLARATION OF A BIDDER)

A Bidder is required to complete the attached declaration as part of its RFP Bids.

[TO BE TYPED ON LETTERHEAD OF LEAD MEMBER]

[insert date]

Knysna Municipality

Attention:

R. Makhubedu

Dear Sir

REQUEST FOR PROPOSAL: PUBLIC PRIVATE PARTNERSHIP FOR THE DESIGN, CONSTRUCTION, OPERATION & MAINTENANCE MANUALS AND FINANCE OF DEVELOPMENT OF HOUSING UNITS, THE KNYSNA MUNICIPALITY (RFP): SUBMISSION IN RESPONSE TO RFP: DECLARATION BY LEAD MEMBER

Capitalised terms utilised in this letter shall have the same meaning as ascribed thereto in the RFP, unless the context indicates otherwise.

In making this RFP Bid, a Bidder, its Members and its Key Contractors:

- (a) agree to abide by the terms of the RFP and, insofar as obligations are imposed on a Bidder, Members and/or Key Contractors agree to be bound thereto;
- (b) confirm that all documentation forming part of this RFP Bid is factually correct and true;
- (c) confirm that this RFP Bid shall remain valid for a period of at least 182 days after the BidSubmission Date;
- (d) no member of our Consortium is a member of another Consortium that has submitted an RFP Bid for any other project, besides the Project, that forms part of the Erf 3339 Knysna Development Project;
- (e) enclose herewith a letter of intent by each of the Members and Key Contractors;
- (f) confirm that we are fully acquainted with the laws of South Africa (including without limitation all statutes and regulations (on a national, provincial and municipal level)) in relation to Public Private Partnerships and the subject matter of the Project, and that we shall comply therewith; and
- (g) agree to fully comply with the principles of corporate governance as set out in the King Reports on Corporate Governance 1994 and 2002.

Yours faithfully

Name:

Designation:

Who warrants his authority hereto

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ANNEX 5

(LETTER OF INTENT)

Each Member and Key Contractor is required to complete the attached letter of intent as part of their RFP Bids:

[TO BE TYPED ON LETTERHEAD OF MEMBER]

[insert date]

Knysna Municipality
Clyde Street
Knysna
6570

Attention:

Mr. R. Makhubedu

Dear Sir

REQUEST FOR PROPOSAL:

PUBLIC PRIVATE PARTNERSHIP FOR THE DESIGN, CONSTRUCTION, OPERATION & MAINTENANCE PLANNING AND FINANCE OF DEVELOPMENT OF HOUSING UNITS, THE KNYSNA MUNICIPALITY (RFP): SUBMISSION IN RESPONSE TO RFP: LETTER OF INTENT

Capitalised terms utilised in this letter shall have the same meaning as ascribed thereto in the RFP, unless the context indicates otherwise.

In making this RFP Bid, we undertake to:

- (a) abide by the terms of the RFP and be bound by the obligations imposed on the Members and Key Contractors;
- (b) confirm that all information relating to ourselves in the RFP Bid is factually correct and true;
- (c) authorise [insert name of Lead Member] to submit this RFP Bid and to make statements and receive instructions on behalf of ourselves;
- (d) agree to be a shareholder in the Private Party established by a Bidder;
- (e) confirm that we are fully acquainted with the laws of South Africa (including without limitation all statutes and regulations (on a national, provincial and municipal level)) in relation to Public Private Partnerships and the subject matter of the Project, and that we shall comply therewith; and
- (f) agree to be a subcontractor to any Private Party established by a Bidder.

Yours faithfully

Name:

Designation:

Who warrants his authority hereto

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ANNEX 6
(PRO FORMA BOND)

By: [insert name of bank]

[INSERT DATE]

In favour of: [The Knysna Municipality (WC048) established by an Establishment Notice in Provincial Gazette P.N. 204/2000 of September 22, 2000, issued in terms of the Local Government: Municipal Structures Act, 1998 (Act 117 of 1998) in the Republic of South Africa (the **Institution**)]

WHEREAS [name of Bidder] (the **Bidder / Preferred Bidder**) has been invited to submit a bid in relation to the Request for Proposal (**RFP**) for a Public Private Partnership for the Design, Construction, Operation & Maintenance Planning and Finance of a Suitable and Sustainable Housing (the **Project**), and [has been selected as Preferred Bidder with a view to concluding a public private partnership agreement in respect of the Project (the **PPP Agreement**)].

AND WHEREAS the Institution requires the Bidder / Preferred Bidder to provide an on demand bank guarantee for the maximum amount of ZAR [13,8800.00] (the **Maximum Amount**) to secure the submission of a response to the request for proposal (**RFP**) mentioned above (the **Bid Bond / Preferred Bidder Bond**).

AND WHEREAS we have agreed to provide to you such Bid Bond / Preferred Bidder Bond.

NOW THEREFORE we, [insert name of bank] (the **Bank**) duly represented by [insert] being duly authorised to sign this Bid Bond, hereby irrevocably and unconditionally undertake to pay you, and without objection or argument, amounts of up to the Maximum Amount in aggregate, upon first written demand by the Institution being received at the Bank's counter, situated at [insert address], attention [insert], declaring that an amount not exceeding the Maximum Amount is due and payable and that any or all of the following occurrences have occurred:

- (a) the Bidder / Preferred Bidder has submitted a bid which is not compliant with the RFP;
- (b) the Bidder / Preferred Bidder has been disqualified under the RFP;
- (c) the Private Party failed to establish the private company by the date specified in the RFP for purposes of concluding the PPP Agreement;
- (d) the Bidder / Preferred Bidder made one or more material misrepresentations in its RFP Bid; and/or
- (e) the Bidder / Preferred Bidder or any of its advisors, officers, employees or agents engaged in collusive action with respect to the bid process; and/or
- (f) the Bidder / Preferred Bidder or any of its advisors, officers, employees or agents engaged in unlawful activities in relation to the bid process; and/or
- (g) the Private Party established by the Preferred Bidder pursuant to the RFP failed to conclude the PPP Agreement with the Institution.

This Bid Bond shall expire:

- (a) at 12h00 on [insert date being not earlier than expiry of the Validity Period]; or
- (b) upon an agreement in respect of the Project being concluded with the Institution,

whichever is the earlier, and shall remain valid notwithstanding the Preferred Bidder's insolvency, winding-up, liquidation, judicial management, dissolution or deregistration, whether provisionally or finally.

This Bid Bond / Preferred Bidder shall be returned to the Bank on payment of the Maximum Amount.

This Bid Bond / Preferred Bidder Bond shall be governed by the laws of the Republic of South Africa, and the parties hereto consent to the jurisdiction of the Knysna Local Division of the High Court, Johannesburg, South Africa (or any successor to that division).

SIGNATURE

Name of duly authorised

Representative of bank

Signature of Representative

Name of bank

Address

Date

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ANNEX 7

(CONFIDENTIALITY UNDERTAKING)

**[TO BE TYPED ON LETTERHEAD OF BIDDER/LEAD MEMBER/MEMBER/KEY CONTRACTOR
(AS THE CASE MAY BE)]**

[insert date]

Knysna Municipality
Clyde Street
Knysna
6570

Attention: ☐

Dear Sir/Madam

REQUEST FOR PROPOSAL:

PUBLIC PRIVATE PARTNERSHIP FOR THE DESIGN, CONSTRUCTION, OPERATION & MAINTENANCE
PLANNING MANUALS AND FINANCE OF DEVELOPMENT OF HOUSING UNITS, THE KNYSNA
MUNICIPALITY (RFP): SUBMISSION IN RESPONSE TO RFP: CONFIDENTIALITY UNDERTAKING

Capitalised terms utilised in this letter shall have the same meaning as ascribed thereto in the RFP, unless the context indicates otherwise.

In making its submission in response to the RFP, a Bidder, Members and Key Contractors, including their Lenders, employees, agents and advisors:

1. agree to keep confidential any information contained within the RFP (the **ConfidentialInformation**), with the exception of any information which:
 - (b) is made available or published as required by any law or any regulatory authority; or
 - (c) is or becomes public knowledge (other than by reason of breach of paragraph 1 herein); or
 - (d) was in the possession of such party without restriction prior to its disclosure; or
 - (e) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
2. agree that the Confidential Information shall not be (in whole or in part) copied, reproduced, distributed or otherwise made available to any other party without the prior written consent of the Institution;
3. agree that the Confidential Information shall remain the property of the Institution and shall be returned to the Institution on demand;
4. agree to keep its RFP Bid confidential from third parties (including but not limited to other Bidders, members of another Bidder, any other competitor or potential competitor), other than the Institution,

its officials, its advisors and other KM Institutions directly involved in the Project, and the advisors and Lenders of a Bidder;

5. agree that the information and data contained in its RFP Bid shall become the sole property of the Institution with the exception of copyrighted material, trade secrets or other proprietary information clearly identified as such which shall be treated as confidential, and hereby agree to indemnify the Institution in respect of any losses suffered by the Institution in it refusing to disclose such confidential information to any person seeking access thereto;
6. agree to keep confidential any information accessed and obtained from the Data Room;
7. undertake to procure that insofar as any Confidential Information is provided to any advisor and/or lender to a Bidder, such advisor and/or lender provides an undertaking to abide by the terms of this undertaking to prevent the unauthorised disclosure of the Confidential Information to third parties;
8. each Bidder, Member and Key Contractor acknowledges that the unauthorised disclosure of the Confidential Information to third parties may cause loss, harm or damage to the Institution. Accordingly each Bidder, Member and Key Contractor indemnifies and holds the Institution harmless against any loss, claim, action, expense or damage of whatsoever nature, suffered by the Institution pursuant to a breach of this undertaking by a Bidder, Member or Key Contractors;
9. each Bidder, Member and Key Contractor agrees to inform the Institution of the full circumstances of any disclosure in terms of paragraph 8 or upon becoming aware that Confidential Information has been disclosed in breach of this undertaking; and
10. each Bidder, Member and Key Contractor acknowledges that some or all of the Confidential Information is or may be price sensitive information and that the use of such information may be regulated or prohibited by applicable legislation relating to insider dealing and agrees not to use any Confidential Information for any unlawful purpose.

Yours faithfully

Name:

Designation:

Who warrants his authority hereto

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ANNEX 8

STANDARD BIDDING DOCUMENTS T 16 OF 2025/26 MBD 5

MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

	Are you by law required to prepare annual financial statements for auditing?	
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years. 	*YES /NO
2	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.	
2.3	If yes, provide particulars. 	
* Delete if not applicable		
3	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	*YES /NO
3.2	If yes, furnish particulars	

..... 5. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? 5.1 If yes, furnish particulars 	*YES /NO
--	------------------------

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

4. GENERAL CONDITIONS

4.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

4.2 **To be completed by the organ of state**

- b) Either the **90/10 or the 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

4.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (c) Price; and
- (d) Specific Goals.

4.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

- 4.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 4.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

5. DEFINITIONS

- (f) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (g) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (h) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (i) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (j) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

6. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.7. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

or

90/10

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

4.8. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

4.8.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

5. POINTS AWARDED FOR SPECIFIC GOALS

- 5.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 5.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (c) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or
 - (d) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

NB: BBBEE Certificate will be applied in order to allocate preference points. The 90/10 preference

points system is applicable in this tender.

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3. Name of company/firm.....

5.4. Company registration number:

5.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

5.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- v) The information furnished is true and correct;
- vi) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

vii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

viii) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (f) disqualify the person from the tendering process;
- (g) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (h) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (i) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (j) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:.....

DATE:

ADDRESS:
.....
.....
.....

ANNEX 9

**(DRAFT ARCHITECTURAL PRESENTATION)
SEE ATTACHED FILE**

ANNEX 10

TECHNICAL OUTPUT SPECIFICATIONS

Site Development background issued as part of the RFP. The depiction of the Institution Perspectives are only presentations and not meant for the Bidding Evaluation. The Bidders must develop their own Designs and make their own Presentations.



REPUBLIC OF SOUTH AFRICA

National Department of Housing

DESIGN AND CONSTRUCTION OF HOUSES

Project Linked Greenfield Subsidy Project Developments

*Generic Specification GFSH-11 April
2003*

**PROJECT LINKED GREEN
FIELD SUBSIDY HOUSING
PROJECTS**

Generic specification
(April 2003)

**Design and
construction of
houses**

INTRODUCTION

Introduction

Specifications for houses may be described as being:

- i) **Prescriptive** in terms of which a collection of codes and standards are used to describe how houses should be designed, constructed and maintained.
- ii) **Functional** in which qualitative functional statements are made but no quantitative user or technical performance criteria are prescribed.
- iii) **Performance-based** in which:
 - a) qualitative functional requirements are established;
 - b) quantitative user and technical performance criteria are provided; and
 - c) acceptable solutions and evaluation and design tools are offered.

This specification is a performance specification that is driven by user requirements for a number of basic housing attributes. Its key objective is to satisfy user needs and requirements. This it does by identifying and capturing user requirements for a number of attributes and translating them into functional and performance criteria and providing a framework within which such requirements and criteria may be satisfied.

The performance-based approach has a hierarchy that starts with a user need (a general statement of requirements for a house to be regarded as being satisfactory by the user) for each house attribute, followed by a performance description (a statement which identifies agents that affect performance in a qualitative manner and establishes how these agents affect the state of the house) and performance parameters (user requirements expressed in terms of the quantitative performance of a house attribute). The means of verifying that the construction solution offered also needs to be provided so that compliance with the requirements of the specification can be readily demonstrated or predicted. (See Figure 1). Typically, the performance evaluation for prediction or the verification of performance requirements can be roughly divided into application of rules, testing, verification methods, documentary evidence and expert judgement.

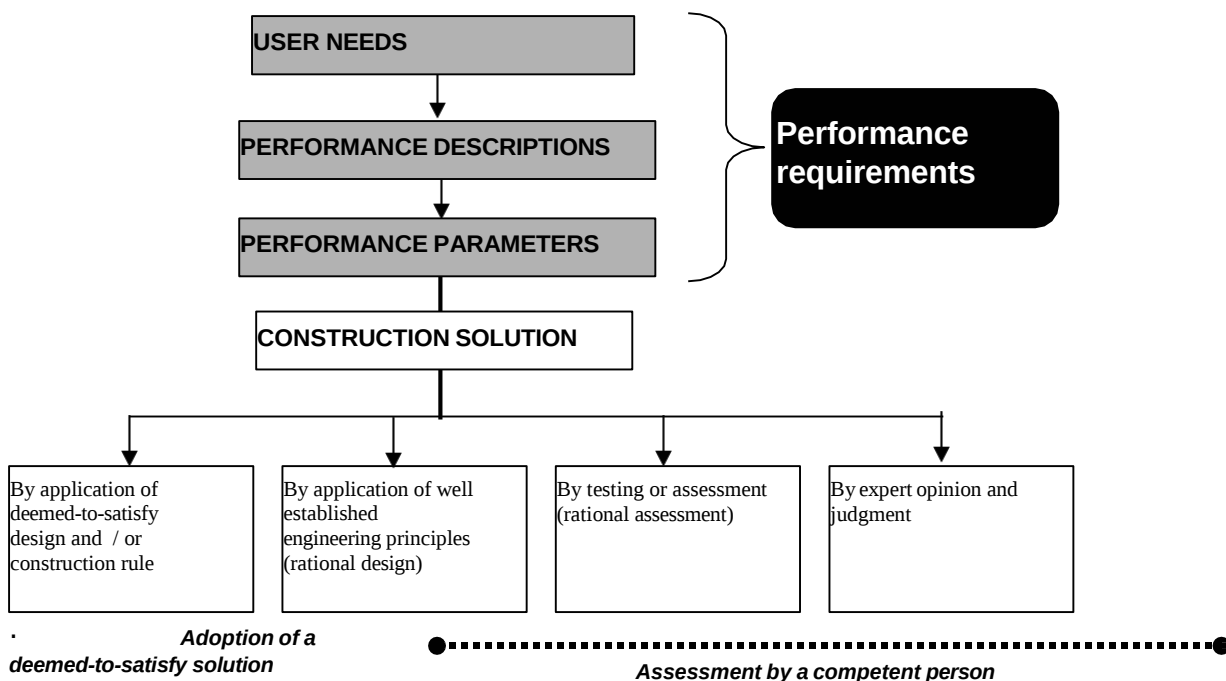


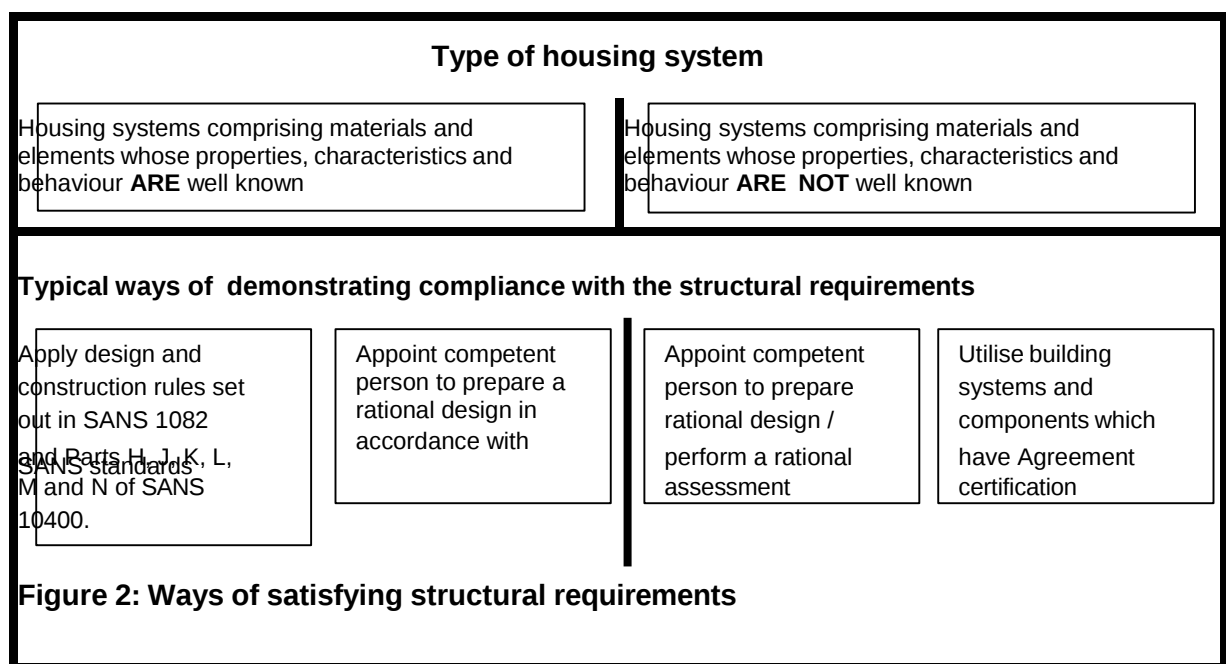
Figure 1: The performance based approach to the procurement of houses

Deemed-to-satisfy design and construction rules typically include examples of materials, components, geometric configurations and construction methods, which if complied with, provide satisfactory evidence that the applicable performance requirements have been met. Such provisions are essentially prescriptive in that they explain step-by-step what is necessary to demonstrate compliance. Put in another way, they are a recipe for minimum construction that satisfies all requirements and constitute one option for verifying that applicable performance requirements have been met. Unavoidably, deemed-to-satisfy provisions are conservative in their formulation and only cover the most common forms of construction.

On the other hand, assessments by competent persons can be applied to any form of construction to provide satisfactory evidence that a performance description is satisfied for the nominated performance requirements. Such assessments are likely to be less conservative. Competent persons can be either natural or juristic persons, e.g. registered engineers which have competence by virtue of their experience and training or certification agencies such as Agreement South Africa that engage technical experts to evaluate housing systems comprising materials and elements whose properties, characteristics and behaviour are not well known.

The National Building Regulations are generally functional in nature (i.e. they set out what is required of a building or element or component thereof in respect of a particular characteristic without specifying the method of construction, dimensions or material to be used). They do, however, contain some performance-based regulations and make provision for prescriptive requirements through deemed-to-satisfy requirements. The National Home Builders Registration Council's technical requirements are also functional in nature. Accordingly, compliance with this specification will generally result in compliance with the National Building Regulations and the NHBRC's Technical Requirements. Compliance with these documents should, nevertheless, be confirmed.

The National Building Regulations and the NHBRC's Technical Requirements published in terms of the National Housing Consumer's Protection Measures Act contain ways in which health and safety requirements may be satisfied. The approach adopted in both these documents is illustrated in Figure 2. This generic specification only deals with how requirements may be satisfied and not by whom. Other specifications dealt with the "by whom".



There are a number of attributes which could be considered in housing, viz:

ATTRIBUTE	TYPICAL CONSIDERATIONS
Adaptability	The capacity of a house to be altered or extended.
Aesthetics	The appearance of a house.
Constructability	Transportation to site, erection, health safety.
Durability	Retention of performance over required service life with specified maintenance.
Economics	Initial, running and maintenance costs, demolition costs, life cycle costings.
Energy efficiency	The extent to which the building envelope optimises the amount of energy required to achieve a required level of indoor climatic control.
Fire safety	Egress, fire suppression, fire resistance, risks of outbreak of fire and of spread of fire, physiological effects (smoke control and ventilation), and evacuation time (escape routes).

Functionality / Accessibility / Accident safety	Number, size, geometry, subdivision and interrelation of spaces. Circulation patterns and ease with which a room can be furnished; ease of access and provision for children, aged and disabled; protection against gas explosion, sharp points, edges, protection during movement, falls, slipperiness, obstruction.
	Safety during movements and circulation (limitation of floor slipperiness, unobstructed passage, guard rails, etc).
Health and hygiene	Water supply, cleaning, waste removal, dangerous materials used in the construction of a house (e.g. materials that may be carcinogenic or are likely to release toxic gases).
Indoor Environment - Acoustics	Control of external and internal noise.
Indoor environment - Hygrothermal	Hygrothermal, air temperature, humidity, condensation, indoor air quality, contaminants, weather resistance, ventilation. Control of condensation.
Indoor environment - Visual	Provision of natural or artificial lighting, sunlight, required illumination. Aspects of spaces and finishes (colour, texture, regularity, evenness, verticality, horizontality, squareness, etc.). Visual contact, internally and with the external world (links and barriers for privacy).
Maintainability	Ease / practicality of carrying out cleaning, routine repairs, periodic maintenance, maintenance of services.
Security	Protection against unwanted human or animal intrusion and vandalism.
Structural durability	Performance retention of the structure
Structural safety	Resistance to static and dynamic actions, both individually and in combination, impacts, intentional and unintentional abuse, accidental actions
Structural serviceability	Resistance to loss of function, damage, and avoidance of user discomfort
Sustainability	Use of resources, e.g. recycling and environmental aspects

This generic specification deals mainly with the mandatory requirements addressed in regulations issued in terms of the National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977), the Housing Consumers Protection Measures Act (Act No. 95 of 1998) and certain minimum requirements for houses constructed in terms of the subsidy housing scheme. It also contains a limited number of optional requirements that will improve the quality of the housing. This generic specification as such has been developed to translate the norms and standards contained in the National Housing Code into quantitative requirements, consistent with applicable requirements of the National Home Builders Registration Council and the National Building Regulations. Compliance with the provisions of this generic specification will result in compliance with the technical requirements of the National Building Regulations and Building Standards Act and the Housing Consumers Protection Measures Act in respect of the attributes that are covered by these pieces of legislation.

This generic specification is intended to govern the design and construction of all housing in South Africa built with subsidy funds under the Project Linked Greenfield Subsidy Project programme. This generic specification will as such form part of the project agreement between the developer and the MEC to ensure that housing complies with minimum requirements. Provincial Housing Departments may develop policies regarding the choices permitted in the specification, e.g. choices in user performance levels and optional requirements, in order to ensure that housing satisfies local requirements. Where there are specific policies regarding choices, nominated parameters (see Annexure 5) must be included in the specification data in the project agreement

This generic specification, together with a set of associated nominated parameters (see Annexure 5), will serve as the design brief to those responsible for the design and specification of houses in the traditional pre-planned contracting strategy and the contractor in the turnkey contracting option.

Community preferences for particular user performance levels in respect of each attribute, where applicable, and desires for optional requirements can be captured and weighted prior to the confirmation of subsidies. These should be weighted to indicate the importance placed by the community on each choice. This information can be used to inform designers of community priorities in the traditional pre-planned contracting strategy and can be used to provide tender evaluation points to tenderers who undertake to satisfy community choices in the turnkey option.

This generic specification was prepared by the Task Team: Implementation of National Housing Programmes to facilitate compliance with the requirements of Chapter 3 of Part 3 of the National Housing Code and the provisions of the Housing Consumers Protection Measures Act (Act 95 of 1998).

CONTENTS

Page number

1	Scope	1
2	Normative references	1
3	Definitions	2
4	Requirements	5
5	Performance parameters	9
5.1	General	9
5.2	Acoustic performance for walls separating attached houses	9
5.3	Condensation	9
5.4	Fire safety	10
5.4.1	General	10
5.4.2	User performance level 1	13
5.4.3	User performance level 2	13
5.5	Functionality	13
5.6	Moisture penetration	15
5.7	Sanitation	16
5.7.1	General	16
5.7.2	Waterborne sanitation option	16
5.7.3	Septic tank option	16
5.7.4	Conservancy tank option	17
5.7.5	On-site digester option	17
5.7.6	Ventilated improved pit latrine option	17
5.8	Structural safety, serviceability and durability	17
5.9	Acoustic (general)	22
5.10	Construction accuracy (optional context)	22
5.11	Water saving measures	26
6	Construction Solutions	26
7	Standard tests	27
7.1	Rain penetration tests	27
7.1.1	Rain penetration tests for roofs	27
7.1.2	Rain penetration test for walls	27
7.2	Structural safety, serviceability and durability	29
7.2.1	General	29
7.2.2	General performance tests	29
7.2.3	Tests for structural strength and stability	34
7.2.4	Tests for dry-stack masonry walls	34
7.3	Sanitation tests	34
7.3.1	On-site digesters load testing	34
7.3.2	Tests for sanitary performance of water closets	34
7.3.3	In-situ percolation test	34
7.4	Roof waterproofing system	35
7.4.1	Test for resistance to pull-off under suction	35
7.4.2	Test for resistance to peel	35
7.4.3	Test of waterproof membrane for resistance to water pressure	35
7.4.4	Test for resistance to thermal shock (sheet membranes)	36
7.4.5	Tests for dimensional stability	36
7.4.6	Test for resistance to sliding (flexible sheets on sloping roofs)	36

7.4.7	Test for resistance to cyclical failure	36
7.4.8	Test for resistance to static puncture	36
7.4.9	Tests for resistance to dynamic puncture	36
7.4.10	Test to measure permeability of water vapour	36
7.4.11	Test for single layer waterproofing systems	36
7.4.12	Tests relating to the handling of the waterproofing materials on site	36
Table 1:	User needs and performance descriptions of mandatory attributes	6
Table 2:	User needs and performance descriptions of optional requirements	8
Table 3:	Minimum boundary distances – user performance level 1	13
Table 4:	Rooms and their dimensions	14
Table 5:	Rain penetration acceptance criteria	15
Table 6:	Representative actions and impacts applied to the house structure and structural Elements	18
Table 7:	Structural response of house structure and structural elements to representative actions and impacts.	20
Table 8:	Classification of damage in masonry walls	21
Table 9:	Classification of damage with reference to concrete surface beds	21
Table 10:	Classification of damage caused by ground floor slab settlement	22
Table 11:	Permissible dimensional deviations: concrete work	23
Table 12:	Permissible dimensional deviations: masonry	23
Table 13:	Permissible dimensional deviations: structural timber members	24
Table 14:	Permissible dimensional deviations: trusses	24
Table 15:	Permissible dimensional deviations: finished floors	25
Table 16:	Permissible dimensional deviations: precast concrete components after erection	25
Table 17:	Permissible dimensional deviations: precast concrete components before erection	25
Table 18:	Test period for standard non-pressurised rain penetration tests	28
Table 19:	Height of swing in sandbag test required to simulate a range of impacts on walls	30
Table 20:	Height of swing required in steel tool impact resistance test to simulate a range of impacts on walls	31
Figure 1:	The Southern Cape Condensation Problem (SCCP) Area	11
Figure 2:	Standard Agreement South Africa masonry comparative house used in condensation and thermal performance assessments	12
Figure 3:	South African climatic zones	26
Figure 4:	Roof overhang which protects walls from rain	28
Figure 5:	Sandbag impact test	30
Figure 6:	Steel tool impact resistance test apparatus	33
Figure 7:	Test fitting for lightweight and medium weight fittings	32
Figure 8:	Test fitting heavy weight fitting	32
Figure 9:	Test fitting for shelving	33
Figure 10:	In-situ percolation test	35
Annexure 1:	Regulation of house construction in South Africa	37
Annexure 2:	The essential differences between the two User Performance Levels	38
Annexure 3:	National Building Regulations	40
Annexure 4:	NHBRC Technical Requirements	45
Annexure 5:	Specification data	47
Annexure 6:	Community preference schedule	49

1 SCOPE

1.1 This specification provides both mandatory and optional performance requirements for a range of house attributes, including sanitation systems and their components installed within erven, and different user performance levels in Green Field Project Linked Housing developments. It provides the following in respect of each of these attributes:

- a) user needs;
- b) performance descriptions;
- c) performance requirements; and
- d) ways in which it can be demonstrated or predicted that solutions satisfy requirements.

1.2 This specification does not provide requirements for sewer mains.

Note: 1 Annexure 1 contains information relating to the regulation of house construction in South Africa.
2 Annexure 2 outlines the differences between user performance levels.
3 Generic specification GFSH-10: Design and Construction of Engineering Services contains requirements for components of sanitation systems constructed (i.e sewer mains) in municipal servitudes and road reserves and in Interconnected complexes.

2 NORMATIVE REFERENCES

Agreement South Africa: ACTMAP 1: General Requirements, Test Methods and Performance Criteria for the Assessment of Products used for the Waterproofing of Roofs.

Agreement South Africa: ACTMAP 3 – Agreement Criteria and Test Methods applicable to a Product (ACTMAP) for Sanitation Systems. October 1998.

Agreement South Africa: Assessment Criteria for Building and Walling Systems: Structural Assessment of Dry-stack Masonry Building Systems. (www.agreement.co.za).

Agreement South Africa: Assessment Criteria for Building and Walling Systems: Structural Strength and Stability (www.agreement.co.za).

Agreement South Africa: Assessment Criteria for Building and Walling Systems: The Thermal Performance of Buildings (www.agreement.co.za).

ASTME 1646-95 Standard Test Method for Water Penetration of Exterior Metal Roof Panel System by Uniform Static Air Pressure Difference.

Department of Housing: Geotechnical site investigations for housing developments. Generic specification GFSH-2.

National Home Builders Registration Council : Home Building Manual.

SANS 140-4 ISO 140-4: Acoustics - Measurement of sound insulation in buildings and of building elements - Part 4: Field measurements of airborne sound insulation between rooms.

SANS 717-1 ISO 717-1: Acoustics - Rating of sound insulation in buildings and of building elements - Part 1: Airborne sound insulation.

SANS 542: Specification for concrete roofing tiles.

SANS 1263-1: Safety and security glazing materials for buildings Part 1: Safety performance of glazing materials under human impact.

SANS 10155: Code of Practice for accuracy in buildings.

SANS 10160: Code of Practice for general procedures and loadings to be adopted in the design of buildings.

SANS 10177-2: Fire testing of materials, components, and elements used in buildings: Fire resistance test for building element.

SANS 10177-5: Fire testing of materials, components, and elements used in buildings: Non-combustibility at 750 ° of building materials.

SANS 10400: Code of Practice for the application of the National Building Regulations.

3 DEFINITIONS

action: an assembly of concentrated or distributed mechanical forces acting on a structure (direct action) or the cause of deformations imposed on the structure or constrained in it (indirect action).

agent: whatever acts on a house or parts of a house.

Agreement Certification: certificate confirming fitness-for-purpose of non-standardised construction products and/or the acceptability of the related non-standardised design and the conditions pertaining thereto issued by the Board of Agreement of South Africa.

assembly: aggregate of components used together.

component: product manufactured as a distinct unit to serve a specific function (or functions).

conservancy tank: a covered tank that is used for the reception and temporary retention of sewage and that requires emptying at intervals.

deflection: the movement under actions of a defined point in a structure, in a defined direction.

design working life: assumed period for which a house structure, a structural element or structural component is to be used for its intended purpose, without substantial additions and alterations, severe abuse or poor maintenance, without major repair being necessary.

dimensional deviation: the difference between the actual (i.e. measured) size or position and the specified size or position.

dry-stack masonry: an assembly of building units, laid *in situ*, in which the units are put together with mortar.

durability: the retention of performance and appearance of a house and its various structural elements or components over time when reasonably maintained at regular intervals in a particular environment.

environmental influence: mechanical, physical, chemical or biological influence which may cause deterioration of the materials constituting a structure, which in turn may affect its serviceability and safety in an unfavourable way.

expected damage: an approximation of the probable damage that may occur in walls and floors.

fabric: the basic architectural and structural elements of a house including the walls, floors, ceilings and roof.

fire resistance: The shortest period for which a structural element or component will comply with the requirements for stability, integrity and insulation when tested in accordance with SANS 10177: Part II.

french drain: a conventional absorption field that comprises a trench that is filled with suitably graded material and that is used for the disposal of liquid or liquid effluent from a septic tank or waste water.

ground movement: the disturbance of foundations by influences not dependent on the loads applied by the housing structure.

habitable room: a room designed or intended to be used by persons for sleeping in, living in or preparing food or drink in.

imposed action: action for which the variation in magnitude with time is neither negligible in relation to the mean value or monotonic.

lifetime: the period for which the house, as built, is used for its original intended purpose and occupancy, without substantial additions and alterations, severe abuse or poor maintenance, all of which may have a significant effect on the structural safety and structural serviceability performance of the house.

load: the value of a force corresponding to an action

maintenance: total set of activities performed during the design working life of a structure or a structural element to enable it to fulfil the intended requirements.

masonry: an assembly of building units, laid *in situ*, in which the units are bonded and put together with mortar.

minor damage: expected damage that can readily be attended to in the course of normal redecoration and requires only remedial work of a very minor nature to reinstate functional efficiency.

non-combustible: material classified as non-combustible when tested in accordance with code of practice SANS 10177: Part V.

on-site digester: a sanitation system which provides on-site biological decomposition of the sewage in a container producing an effluent which is suitable for disposal on site by means of a subsoil percolation system (so-called French drain) or an effluent collector pipe (also called small bore sewer).

Note: The on-site digester system (see Part 1 of ACTMAP 2) normally comprises:

- a receiving device or pan;
- a discharge duct linking the pan to the digester;
- a digester tank; and
- an effluent discharge pipe.

The on-site digester is distinguished from septic tank installations in that the systems require little water for their operation.

performance: behaviour related to use.

performance description: a statement which identifies agents that affect performance in a qualitative manner and establishes how these agents affect the state of the house.

performance parameter: user needs expressed in terms of the quantitative performance of a house attribute.

Note: Performance parameters provide qualitative design criteria and as such establish constraints which impact on the solution that is adopted to satisfy the user needs and performance descriptions.

permanent action: action which is likely to act continuously throughout a given reference period and for which variations in magnitude with time are small compared with the mean value.

permissible deviation (PD): the specified limits of deviation.

R-Value: the thermal resistance ($\text{m}^2\text{.KW}$) of a component calculated by dividing its thickness by its thermal conductivity.

rational assessment: the assessment of the adequacy of the performance of a solution in relation to requirements by a process of reasoning, calculation and consideration of accepted engineering principles, based on a combination of deductions from available information, research and data, appropriate testing and service experience.

rational design: any design involving a process of reasoning and calculation that is based on the consistent application of appropriate national or international standards or other relevant, authoritative and published technical literature.

reliability: ability of a structure or structural element to fulfil the specified requirements, including the design working life, for which it has been designed.

roof waterproofing system: all the essential materials, components and accessories that are essential to providing a waterproof barrier to the roof structure.

Note: Roof waterproofing includes the necessary details for internal and external upstands, verges, gutters, gullies, rainwater outlets, expansion joints, pipes and other protrusions through the roof etc.

sanitation system: an integrated series of compatible products and processes which accepts human body wastes and waste water from the user, and thereafter stores, conveys, processes and safely disposes of them.

Note: a sanitation system comprises some, although not necessarily all of the following components:

- a superstructure or a room within a house;
- a receiving device, pan, wash trough, etc;
- a flushing device (pour-flush, sullage-flush or cistern-flush);
- a discharge duct linking the pan to the on-site storage unit or conveyancing system;
- treatment and disposal and / or re-use.

septic tank: a chamber designed to receive sewage and to retain it for such time and in such a manner as to secure adequate decomposition.

sewer main: a conduit that conveys human body wastes and waste water from a sanitation system through an interconnected complex or township to bulk sewer infrastructure.

serviceability: ability of a structure or structural element to perform adequately under normal use under all expected actions.

site class: areas that are designated as having common foundation and engineering characteristics, based on the expected range of total soil movements arising from ground movements within near surface soil horizons.

soil pipe: a discharge pipe which conveys soil water.

soil water: liquid containing excreta.

stability: the ability of a structure to maintain equilibrium and to resist displacement or overturning.

strength: the capability of a body to resist the actions applied to it.

structural element: physically distinguishable part of a structure such as a foundation, floor, wall, staircase or roof.

structure: organised combination of connected parts designed to provide some measure of rigidity.

stormwater: water resulting from natural precipitation or accumulation and includes rain water, surface water, subsoil water and spring water.

thermal performance: the result of a process whereby the design, layout, orientation and construction materials of the house modify the prevailing outdoor climate to create the indoor climate.

Note: Thermal performance is generally perceived by users in terms of the extent to which the house seems cool in the heat of summer and warm in cold winter weather, taking into account the amount of heating or cooling required to create comfortable thermal conditions.

tolerance: the limits within which a deviation must lie.

total R-Value: the sum of the R-Values of the individual component layers in a composite component including air space and associated surface resistance.

user: person that a house is designed to accommodate.

user performance level: nominated performance parameters that are deemed acceptable to a particular user.

user needs: a general statement of requirements for a house that may be regarded as being satisfactory by the user.

Note: User needs can be considered to be design objectives.

ventilated improved pit latrine: a sanitation system that requires no water for its operation, comprising a closet placed over, or adjacent to an excavation that is of adequate depth and size, which is designed to minimise smells and the attraction of flies.

waste water: water other than storm water that is not contaminated by soil water .

4 REQUIREMENTS

4.1 The design and construction of houses shall:

- a) satisfy the requirements of the National Building Regulations issued in terms of the National Building Regulations and Standards Act (Act 103 of 1977) (see Annexure 3) and the Technical Requirements of the National Home Builders Registration Council issued in terms of the Housing Consumer's Protection Measures Act (Act 95 of 1998) (see Annexure 4);
- b) satisfy the user needs and performance descriptions as stated in Table 1 and perform within the performance parameters established in 5 in respect of the following attributes:
 - i) condensation;
 - ii) fire safety;
 - iii) functionality (basic);
 - iv) moisture penetration;
 - v) structural safety;
 - vi) structural serviceability;
 - vii) structural durability;
 - viii) thermal performance;
 - ix) sanitation; and

- x) stormwater disposal; and
- c) where required in terms of the specification data, satisfy the user needs and performance descriptions as stated in Table 2 and perform within the performance parameters established in 5.

4.2 Sanitation systems shall satisfy the requirements of the National Building Regulations issued in terms of the National Building Regulations and Standards Act (Act 103 of 1977) (see Annexure 3), and the Technical Requirements of the National Home Builders Registration Council issued in terms of the Housing Consumer's Protection Measures Act (Act 95 of 1998) (see Annexure 4) and all municipal requirements.

Table 1: User needs and performance descriptions of mandatory attributes

MANDATORY ATTRIBUTE (clause referring to performance parameters in brackets)	USER NEED (DESIGN OBJECTIVE)	PERFORMANCE DESCRIPTIONS
Acoustics at the separation between detached houses (5.2)	The noise reaching users through the separation between attached houses shall be reduced to a nominated level.	The separation between attached houses shall, with an appropriate degree of reliability provide acoustic privacy between houses.
Condensation (5.3)	The thermal performance of a house and its energy efficiency should provide protection at a nominated user performance level against illness arising from the presence of harmful spores in the indoor environment as a result of mould growth on interior wall surfaces and the degradation of the structure of a house arising from prolonged exposure to moisture.	When located in the Southern Cape Condensation Problem Area, the whole house and its parts shall and within established parameters for assumed living conditions, prevent: a) condensation of water vapour on the underside of metal sheeting and at ceiling level; b) interstitial condensation with the wall structure; and c) accumulation of moisture on internal wall surfaces for prolonged periods that give rise to , and sustain, mould growth on such surfaces.
Fire safety (5.4)	The fire safety behaviour of a house and/or its components shall be such that the life safety of the dwelling occupants or people in the vicinity of the house is safeguarded to the extent embodied in a nominated user performance level.	The whole house and its parts shall, with an appropriate degree of reliability, perform within established parameters in the event of a fire in terms of: (a) time for occupants to escape; (b) prevention of spread of fire, smoke and noxious gases; (c) fire suppression and rescue; and comprise materials which when fired do not emit toxic gases that can result in sleeping occupants being overcome, suffering permanent damage to their health or dying.
Functionality (basic) (5.5)	The functionality of the house in terms of its spaces, ease of access, indoor visual environment, natural ventilation and accident safety shall be adequate and shall enable people to move around safely.	The dimensions of the spaces and the openings for natural lighting and ventilation in the house shall be fit for the purpose for which such spaces are intended and shall provide for safety during movements . Internal floor and wall surfaces shall not be rough to the extent that it injures users.

MANDATORY ATTRIBUTE	USER NEED (DESIGN OBJECTIVE)	PERFORMANCE DESCRIPTIONS
Moisture penetration (5.6)	The penetration of moisture into the interior of the house from whatever cause, shall be limited to a nominated user performance level. The roof waterproofing system shall be capable of being effectively repaired in the event of being damaged, despite aging of the materials.	The whole house and its parts shall, with an appropriate degree of reliability, resist the penetration of rain water and the passage of moisture into its interior. Rising damp in walls above floor level and through surface beds shall be reliably prevented over the design working life of the house. The roof waterproofing system shall in addition, resist with an appropriate degree of reliability over its design working life: d) the effects of rapid reversals of temperature; e) the effects of UV radiation, together with its protection, without the deterioration of its essential properties; f) the effects of standing water on its top surface and condensation at the undersurface; g) chemical attack from common atmospheric gases and saline atmospheres in marine environments; h) the growth of bacteria, lichens, fungi, etc.; i) puncturing and penetration when the roof is in use; and j) any reversible and irreversible movement emanating from the roof structure. Accumulated hail on roofs after moderate hail storms shall not cause water to penetrate the interior of the house.
Sanitation system (5.7)	The sanitation system shall be sustainable, dispose of pathogens, pollutants and contaminants in a manner that does not compromise the health and safety of the users or others and be acceptable to the community.	Sanitation systems shall with an appropriate degree of reliability over the lifetime of the structure: (a) provide for privacy and protect the user and others from the weather when in use; (b) prevent soil, garbage and other foreign materials from entering into the system by the action of rain, wind or animals; (c) not present or cause a nuisance or a danger to health as a result of their use and operation; (d) withstand all the actions to which they are likely to be subjected to; (e) not leak soil water into the surrounding soil, if buried; (f) be compatible with the water supply; (g) be capable, where required, of carrying the design hydraulic load and drain and discharge into a municipal sewer system, a common drain or other sewage disposal system, or dispose of effluent in a safe and inoffensive manner; (h) not contaminate clean water supplies or ground water unacceptably; (i) be easy to use, clean and maintain; (j) be able to accommodate and dispose of commonly used cleaning materials; and (k) satisfy nominated parameters, depending upon the nature of the system. Sanitary fixtures shall comprise of impermeable, non-corrosive material, and have a smooth and readily cleanable surface that is free from ledges or protrusion that can be easily soiled.

MANDATORY ATTRIBUTE	USER NEED (DESIGN OBJECTIVE)	PERFORMANCE DESCRIPTIONS
Stormwater disposal	Storm water emanating from the roof, paving or area in the immediate vicinity of the house shall not cause damage to the house structure or structural elements or accumulate in a manner that unduly inconveniences the user.	Storm water disposal arrangements shall, (a) not resulting in the undercutting of foundations due erosion or flooding; (b) drain away from houses under the action of gravity and not accumulate against or in close proximity to external walls; and (c) make provision for the drainage of sites that are water-logged or seasonally waterlogged.
Structural safety (The behaviour of houses under possible actions related to human lives) (5.8)	The risk of collapse or other kind of severe damage resulting from structural failure, which may affect the life safety of the occupants in the house or people in the vicinity of the building, shall not exceed a nominated user performance level.	The whole house and its parts shall, with an appropriate degree of reliability, have the capacity to maintain their resistance and equilibrium under all actions likely to occur during its design working life.
Structural serviceability (The behaviour of houses under possible actions related to normal use) (5.8)	The following characteristics of a house, for normal use and condition, under all expected actions, should be kept within nominated user performance levels: (a) the functioning and appearance of the house and its components; (b) the functioning of the occupants and the equipment in the house; (c) the comfort of the occupants, and (d) the asset value of the house.	The whole house and its parts shall, with an appropriate degree of reliability, have the ability to respond within established parameters, under all expected actions for normal use in terms of: (a) local damage (including cracking) (which may affect the efficiency and appearance of the house and its components); (b) deformation (which may affect the efficient use or appearance of the house or the functioning of the people and equipments); and (c) vibration (which may cause discomfort or affect the activity of occupants or the functioning of equipments).
Structural durability (The retention of performance requirements relating to structural safety and serviceability over the design working life of the house.) (5.8)	Changes in sectional form or mechanical properties of the construction materials over time shall not compromise the structural safety and serviceability performance of a house and its parts over their design working lives when preventative maintenance is carried out at intervals acceptable to the user.	The whole house and its parts shall, with an appropriate degree of reliability and subject to adequate periodic maintenance being effected, have the ability to fulfil its intended safety and serviceability performance in the environment in which they are located for their design working lives

Table 2: User needs and performance descriptions of optional attributes

OPTIONAL ATTRIBUTE (clause referring to performance parameters in brackets)	USER NEEDS (DESIGN OBJECTIVE)	PERFORMANCE DESCRIPTIONS
Acoustics (general) (5.9)	The noise reaching occupants from both the inside and the outside of the house shall be reduced to a nominated level.	The whole house and its parts shall, with an appropriate degree of reliability: a) reduce the ingress of noise into a room from the outside or from other rooms; b) prevent the noise generated within from annoying persons outside the house or adjacent houses; and c) provide acoustic privacy between rooms.
Construction accuracy (5.10)	Construction tolerances in all structural elements and structural components shall satisfy a nominated level.	The physical dimensions of structural elements and components and the joints at the interfaces between vertical components shall be within defined limits.

OPTIONAL ATTRIBUTE	USER NEEDS (DESIGN OBJECTIVE)	PERFORMANCE DESCRIPTIONS
Water saving measures (5.11)	The sanitary and water supply fittings shall discharge water in their usage at a nominated flow rate.	The capacity and flow rates of cisterns and shower heads, respectively, shall be within established parameters.

5 PERFORMANCE PARAMETERS

5.1 General

5.1.1 Houses which have any attribute nominated as being user performance requirement level 1 shall:

- a) have no basements;
- b) have a maximum length between intersecting walls or members providing lateral support of 6,0 metres; and
- c) have a floor area not exceeding 80 m².

Note: 1 Performance parameters are provided for one or two user performance levels in respect of each attribute and are designated as being level 1 or level 2 (See Annexure 2). Where no reference is made to a specific user performance level, there is no difference in performance between the performance parameters for that attribute.

- 2 The performance of many of the attributes can be upgraded from user performance level 1 to level 2. It is, however, not always possible to do so.
- 3 User performance level 1 in respect of fire may only be nominated if the house is a single storey house.

5.1.2 The design working life of a house shall not be less than 30 years in respect of the structural system and non-accessible components and 15 years for repairable or replaceable components and materials such as claddings, roofing materials, exterior trims, and integrated components such as windows and doors.

5.2 Acoustic performance for walls separating attached houses

The minimum weighted standardised difference between a room in a house and an adjacent room in an attached house, calculated in accordance with the provisions of SANS 717-1 ISO 717-1 and SANS 140-4 ISO 140-4, shall not be less than 45 dB (DnT,w).

Note: 1 In acoustics, there is often a large grey area between a situation with which almost everyone will be completely satisfied and one which almost everybody will find totally unacceptable. The performance parameter provided does not cater for the provision of a very high quality to satisfy the majority of people even under extreme conditions. They should rather be seen as criteria to promote a minimum standard where acoustical performance has been attended to.

- 2 The following masonry walls are deemed-to-satisfy requirements, provided that a ceiling is provided, or where no ceiling is provided the masonry is taken up to the underside of and are sealed to the roof covering:
 - 106 mm solid unit wall plastered on both side;
 - 140 mm solid unit wall;
 - 140 mm hollow unit wall plastered on both sides;
 - 190 mm hollow unit wall;
 - cavity wall (any units)
- 3 The Agreement South Africa assessment criteria for the acoustic performance in buildings provides some basic explanations regarding acoustical terminology and requirements. (see www.agreement.co.za).

5.3 Condensation

The design and construction of the building envelope in the SCCP Area (see Figures 1 and 2) shall be such that the thermal performance of the building is of a sufficient standard to ensure

that it will not contribute significantly to the occurrence of condensation on the internal surfaces of external walls for extended periods of time during the cold winter months.

All houses in the SCCP area shall be provided with ceilings.

The minimum thermal performance that Agreement South Africa regards as satisfying the above condensation requirements are that the method of construction for the house under consideration shall provide a level of thermal performance at least equivalent to that of the Standard Agreement House. Calculation of thermal performance for assessment purposes shall be on a house of similar orientation, size, layout and fenestration as calculated by the simulation programme developed for Agreement South Africa. The programme incorporates a number of assumptions including occupancy rates at various times of the 24 hour day, ventilation rates, shading, solar radiation, and maximum and minimum design day outdoor temperatures for the relevant climatic zone.

NOTE: 1 Agreement South Africa's standard house is constructed from:

user performance level 1: (work is advanced and will be available shortly)
user performance level 2: 230 mm solid masonry, plastered internally, with a concrete surface bed and a sheeted roof that is fitted with a ceiling without insulation.

- 2 The condensation referred to leads to is prolonged in nature and results in the absorption of moisture by interior wall surfaces and ceilings. This encourages and sustains mould growth on such surfaces, releasing spores into the indoor environment that can have severe detrimental effect on the health of occupants. The factors that give rise to such condensation include overcrowding, poor thermal performance of the wall and roof construction, inadequate ventilation, the use of paraffin and/or gas heating and cooking and the indoor washing and drying of laundry. All of these factors contribute to the generation of excessive water vapour in the indoor atmosphere, which condenses on walls and ceilings when the surface temperature falls below the dew point.
- 3 The Agreement South Africa assessment criteria for the condensation buildings provides some basic explanations regarding condensation terminology and requirements. (see www.agreement.co.za). It should be noted that the standard house is not immune from condensation problems.

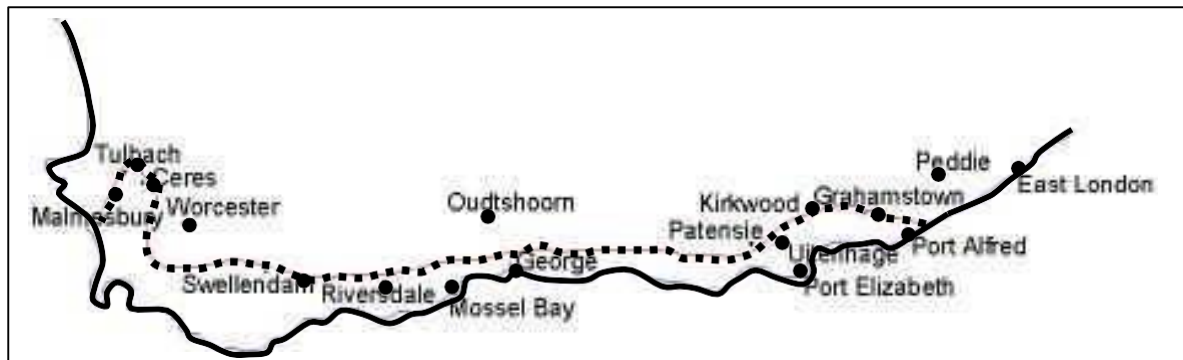
5.4 Fire safety

5.4.1 General

5.4.1.1 The minimum distances from an external wall of attached and detached houses to the lateral and rear boundary of the site shall not be less than:

- a) 0,0 m for walls with no openings and a fire resistance (stability, integrity and insulation) of at least 30 minutes;
- b) 0,5 m for walls with no openings, constructed with non-combustible external cladding and a surface area of not more than 7,5 m², where such walls have a fire resistance of less than 30 minutes but which, when tested, satisfy the requirements for stability and integrity for a period of not less than 30 minutes;
- c) 1,0 m for walls as described in (b) above but with a surface area greater than 7,5 m²;
- d) that tabulated in Table 3 for walls similar to those described in (a), (b) and (c) above but with openings, provided that openings in walls at right angles to the boundary are at least 500 mm away from the boundary; and
- e) 4,5 m where walls have combustible external cladding, or non combustible cladding external cladding which does not have a fire rating of 30 minutes for stability or integrity, unless the town planning or local legislation requirements are such that, in the event of fire, the fire spread is limited to a group of 20 or fewer houses, where the distance may be reduced to 2,0 metres.

5.4.1.2 Where the roof cladding is combustible, the distance from the boundary to the edge of the combustible material shall be in accordance with the provisions of that for walls established in 5.4.1.1(e).



Notes:

1: The SSCP area is readily identified by combining the following environmental features:

- It lies south of the major mountain ranges in the Southern Cape.
- It includes the area that receives winter and all-year-round rainfall.
- It receives an annual rainfall of between 250 mm and 500 mm per year.

2: Towns falling within the SCCA area are:

Town that lie on the SSCP boundary

Albertina	Alicedale	Barrington	Bathurst	Blanco
Bluecliff	Ceres	Franschhoek	Genadendal	Gouda
Grahamstown	Greyton	Hamlet	Hankey	Heidelberg
Herbertsdale	Joubertina	Kammiebos	Katara	Kirkwood
Langholm	Lindeshof	Louterwater	Mamre	Malmesbury
Paarl	Port Alfred	Prince Alfred	Riebeek-East	Riebeek-West
Riversdale	Riviersonderend	Ruiterbos	Stormsvlei	Suurberg
Suurbraak	Swellendam	Tulbach	Uitenhage	Villiersdorp
Wellington	Wolseley			

Towns that lie within the SSCP Area

Addo	Alexandria	Amsterdamhoek	Askraal	Aston Bay
Atlantis	Baardskeerderbos	Bellevue	Bethelsdorp	Betty's Bay
Bloubergstrand	Bluecliff	Boesmansrivier-	Boknesstrand	Botrivier
Brandwag	Bredasdorp	Caledon	Cape Town	Clarkson
Coega	Coerney	Colchester	Dana's Bay	Despatch
Droë Vlakke	Elgin	Elim	Fairfield	Firgrove
Fish Hoek	Gans Bay	George	Gordon's Bay	Gouritsmond
Grabouw	Groot Brakrivier	Groot	Hartenbos	Hawston
Jongensfontein				
Hermanus	Hermon	Herold's Bay	Houtbay	Humansdorp
Jeffrey Bay	Kalbasskraal	Kareebouw	Kariega	Kasuka
Kenton-on-Sea	Kleinmond	Klipdale	Knysna	Kruisfontein
Kommetjie	Kuilsrivier	Kylemore	Loerie	Malgas
Melkbosstrand	Milnerton	Mossel Bay	Muizenberg	Napier
Noanaha	Onrus	Oukraal	Oyster Bay	Pacaltsdorp
Papiesvlei	Paradise Beach	Paterson	Pearly Beach	Philadelphia
Plettenberg Bay	Pniel	Port Beaufort	Port Elizabeth	Protem
Riethuiskraal	Rietpoel	Rondevlei	Salem	Scarborough
Sedgefield	Simon's Town	Sinksabrug	Skipdorp	Sea View
Southwell	Stanford	Stellenbosch	St Francis Bay	Somerset West
Strand	Struis Bay	Swartkops	Still Bay	Stormsriver
Viljoenskroon	Vlees Bay	Waenuiskrans	The Craggs	Vermaaklikheid
Wittedrift	Witteklip	Woodlands	Windmill	Witsand
		Wilderness	Wydgeleë	

Figure 1: The Southern Coastal Condensation Problem (SCCP) Area



Perspective from north-west



Plan

Note: The window area does not exceed 15% of the floor area.

The floor area is 53 m².

The walls comprise 230 mm thick burnt clay masonry, plastered on both sides. The floor comprises a concrete surface bed

The house is orientated true north (ie predominant windows of the living area face true north, or the longer axis of the house runs as near east / west as possible).

Figure 2: Standard Agrément South Africa masonry comparative house used in condensation and thermal performance assessments (user performance level 2)

Table 3: Minimum boundary distances - user performance level 1

AREA OF OPENINGS, m ² IN ELEVATION			
<5	5	7,5	10
MINIMUM BOUNDARY DISTANCE (m)			
1,0	1,5	2,0	2,4

5.4.2 User performance level 1

5.4.2.1 Houses shall have only one storey.

5.4.2.2 Detached houses constructed with internal walls that do not have a 20 minute fire resistance shall have:

- a) external doors located such that an occupant does not have to move through more than one room to reach an external door or escape routes; and
- b) boundary distances appropriate to the type of cladding used in roofs and walls.

5.4.2.3 Attached houses shall either have:

- a) external walls with a fire resistance of 30 minutes (stability and integrity) and a separation wall between houses extending to the underside of the roof covering having a fire resistance of 30 minutes (stability, integrity and insulation) of 30 minutes; or
- b) external walls of combustible material, or non-combustible walls with a fire resistance of less than 30 minutes, and a separation wall between houses extending to the underside of the roof covering having a fire resistance of 30 minutes (stability, integrity and insulation) of 30 minutes with projections beyond the faces of external walls and above the roof of at least 500mm.

5.4.3 User performance level 2

5.4.3.1 Structural elements or components, not forming part of any roof assembly, shall have a fire resistance (stability only) of not less than:

- a) 30 minutes in single and double storey houses;
- b) 60 minutes in three storey and higher structures.

5.4.3.2 Partition walls that subdivide spaces within a house shall have a fire resistance of not less than 20 minutes.

5.4.3.3 Walls and floors that separate attached houses shall have a minimum fire resistance rating of 60 minutes. Any structural element or component directly supporting such walls or floors shall have a fire resistance (stability only) of not less than 60 minutes.

5.5 Functionality

5.5.1 The floor area of a house, based upon the overall (external) plan dimensions, shall not be less than 30,0 m².

Note: The National Housing Code does permit the MEC to reduce the floor area to 27 m² and to 24 m² under certain circumstances.

5.5.2 The floor area of a habitable room other than a kitchen, based on horizontal plan dimensions between unplastered wall surfaces, excluding any area occupied by a built in cupboard or any dividing wall or panel, shall not be less than 6,0 m².

Note: Two or more spaces shall be deemed to be one room, if any dividing wall or partition, including any door, erected between such spaces occupies less than 60% of the area of the separating plane.

5.5.3 The height (vertical dimension from the top of the finished floor level to the underside of the ceiling / underside of roof covering where no ceiling is provided / underside of structural members projecting below such ceiling or roof coverings, where the plan area of such coverings exceeds 30% of the plan area of the room) of any room or space shall be not less than that tabulated in Table 4.

Table 4: Rooms and their dimensions

ROOM OR SPACE	MINIMUM HEIGHT
Bedroom	2,4 m over a floor area of at least 6 m ² with a clear height of at least 1,8 m at any point more than 0,75 m from the edge of the floor space.
Any other habitable room	2,4 m over a minimum of 70 % of the floor area, and not less than 2,1 m over the remaining floor area.
Passage or entrance hall	2,1 m
Bathroom, shower-room or room containing a WC pan .	2,1 m over any area where a person would normally be in a standing position.

5.5.4 The minimum vertical height measured from finished floor level to the underside of any structural member projecting below a ceiling, or underside of roof covering where no ceiling is provided, shall not be less than 2,1metres.

5.5.5 The height between the floor and underside of any opening in a wall through which occupants are to pass through shall not be less than 2,0 metres.

5.5.6 The edge of any balcony more than 1,0 metres above the adjacent ground floor or floor level, shall be protected with a balustrade not less than 1,0 metres in height.

5.5.7 The headroom at any point on any stairway shall be not less than 2,1 m measured vertically from the pitch line.

5.5.8 Stairways shall be such that:

- a) the width, measured to any enclosing wall or balustrade, is not less than 750mm;
- b) any landing serving two flights in the same straight line has a length of not less than 900 mm and a width of not less than that of such flights;
- c) no door opens onto a stairway unless such door opens onto a landing and the width of such landing is less than that of such door;
- d) the rise of any step is not in excess of 200 mm;
- e) the going and width of any tread is not less than 250 mm, provided that where the stairway does not have solid risers, each tread overlaps the next lower tread by not less than 25 mm;
- f) the variation in the dimensions of the risers and the going of the treads in any one flight is not more than 6 mm; provided that this requirement is not to be construed as prohibiting the use of tapered treads in the same flight as treads that are not tapered;
- g) there are not more than three successive winders and such winders do not turn through more than 90degrees; and
- h) where there are more than three risers, each side is protected by a secure wall, screen, railing or balustrade which is not less than 1 m high.

5.5.9 Where clear glazing is used and is not likely to be apparent to or suspected by any person approaching it, such glazing shall bear markings which shall render such glazing apparent to such person.

5.5.10 Safety glazing in accordance with the provisions of SANS 1263-1, shall be provided:

- a) in any entrance (doors and sidelights);
- b) where any window is not guarded by a barrier to reduce the possibility of persons coming into contact with the glass panel;
- c) where the sill of the window is at a level of less than 500 mm from the floor or where the window is so placed that persons are likely on normal traffic routes to move directly towards such window, the sill is less than 800 mm from the floor; and
- d) where a bath enclosure or shower cubicle is constructed of glass;

5.5.11 Each habitable room, bathroom, shower room and room containing a WC pan, with the exception of a Ventilated Improved Pit Latrine, shall be provided with at least one opening in an external wall, or in a suitable position in the roof, that is glazed with transparent or translucent glazing material. The area of such opening, or the total area of such openings, inclusive of frames and glazing bars, shall be not less than 5% in respect of user performance level 1 and 10 % in respect of user performance level 2 of the floor area of the room or rooms served by it, or 0,2 m², whichever is the greater.

5.5.12 Each room shall have an opening not less than 5% of the floor area of the room, or 0,1m² in respect of user performance level 1 and 0,2m² in respect of user performance level 2, whichever is the greater, comprising either an opening or door in an external wall, or an openable glazed window in an external wall or in a suitable position in the roof.

5.4.13 Where rooms open onto any roofed or enclosed balconies and verandas, the floor area of the balcony or veranda shall be combined with that of the floor when the requirements for the size of openings and openable sections are calculated in accordance with the provisions of 5.5.11 and 5.5.12, respectively.

5.6 Moisture penetration

5.6.1 The resistance of walls and roofs to rain penetration shall be in accordance with the provisions of Table 5.

5.6.2 Water penetrating into the fabric or structure of the wall shall drain to the outside and/or dry out without causing any structural damage. In timber frame construction no water shall penetrate the cavity.

5.6.3 The roof waterproofing system shall resist without deterioration temperatures from -10° C to +80° C and rapid reversals of temperature of the order of 60° C.

5.6.4 Products used in waterproofing systems shall preserve their properties satisfactorily with normal maintenance specified by the manufacturer for at least:

- a) systems which can be readily repaired or replaced: 10 years; and
- b) systems that are difficult to replace: 20 years.

Table 5: Rain penetration acceptance criteria

STRUCTURAL ELEMENT	PERFORMANCE LEVEL	ACCEPTANCE CRITERIA WHEN TESTED IN ACCORDANCE WITH THE PROVISIONS OF 7.1
Roof	1	Water which penetrates the roof is of insufficient intensity to run down the internal face of walls onto the floor or form a damp patch on the floor or ceiling.
	2	Water which may penetrate the roof is of insufficient intensity to run down the inside surface of the roof, or drip onto ceiling.
Walls	1	Moisture which penetrates the wall is of insufficient intensity to run down the wall onto the floor of the house.
	2	No damp patches are visible on the inside of the wall.

5.7 Sanitation

5.7.1 General

5.7.1.1 Each house shall be provided with a sanitation system option stated in the specification data and with the following sanitary fittings:

- a) user performance level 1: one toilet and one wash trough.
- b) user performance level 2: one toilet, one washbasin, one wash trough or kitchen sink and one bath or shower.

5.7.1.2 Glazed ceramic pans shall be capable of withstanding a point load of 2,5 kN without failing. Other pans shall withstand a uniformly distributed load of 2,0 kN, deflect at this load no more than 25mm, and upon removal of the load recover to their previous shape.

5.7.1.3 French drains shall not be deeper than 1,8 metres and shall not be constructed on sites where:

- a) the percolation rate, as measured in terms of the standard percolation rate test contained in 7.3.3, is less than 30 minutes;
- b) effluent may flow out of the ground due to contours of or strata forming such sites;
- c) the level of the water table is or may be such as to prevent adequate percolation;
- d) other sites may be affected by the drain; or
- e) there is insufficient space to accommodate the soakaway of the effluent.

5.7.1.4 French drains shall be sized in accordance so that the infiltration area of the side surface drainage is capable of accommodating the daily rate of flow of effluent.

5.7.1.4 French drains shall not be constructed within 5,0 metres from the perimeter of a house.

5.7.1.5 Parallel French drains shall not be closer than twice their depth from each other.

5.7.2 Waterborne sanitation option

5.7.2.1 The sewer system for each house shall be capable of handling the following minimum daily sewage flow:

- a) user performance level 1: 500 litres per day.
- b) user performance level 2: 750 litres per day in respect of a 2 bed-room house and 900 litres per day in respect of a 3 or more bed-room room.

5.7.2.2 Any type of joint between pipes or between such pipes and fittings in any drainage installation shall be able to withstand an internal water pressure of 50 kPa and an external water pressure of 30 kPa without leaking.

5.7.2.3 The internal diameter of any soil pipe shall be not less than 100 mm. The internal diameter of any waste pipe shall be not less than 32 mm if it serves a washbasin and not less than 40 mm if such pipe serves any other waste fixture.

5.7.3 Septic tank option

5.7.3.1 Septic tanks shall be impermeable to their contents and to sub-soil water and have:

- a) a capacity of not less than 1,7 m³ where tanks serve a single house and 5,1 m³ where the tank serves more than one house;
- b) sufficient to store the following number of days of the minimum daily sewage flow in addition to the volume of sludge and scum between septic tank cleanings:
 - i) one day where tanks serve a single house.
 - ii) three days where the tank serves more than one house.

5.7.3.2 Septic tanks shall discharge into French drains, be covered with a layer of soil between 150 and 300 mm deep and be so constructed that they are provided with a means of access for the purpose of emptying and cleaning.

5.7.3.3 The geometry of septic tanks shall be such that:

- a) raw sewage separates into three distinct layers; namely a layer of sludge at the bottom, a layer of floating scum on the top and a layer of relatively clear liquid in between;
- b) the organic solids and dissolved material in the sewage are attacked by bacteria so that the scum and sludge is reduced by liquification and gasification;
- c) the discharge from the tank can be disposed of in a safe and inoffensive manner.

5.7.3.4 Septic tanks shall not be located within 3 metres from the perimeter of a house.

5.7.4 Conservancy tank option

Conservancy tanks shall be capable of being cleaned and serviced by the authority providing cleaning services and shall not be constructed within 2,0 metres of the perimeter of a house.

5.7.5 On-site digester option

5.7.5.1 Digesters shall facilitate the separation of solids both in the form of floating scum and settled sludge) from the liquid fraction of the waste to a level that the effluent from the digester can be dealt with in a French drain or transported by a small bore sewer to a treatment facility.

5.7.5.2 Suspended solids in the effluent at the effluent discharge pipe shall not exceed 500 mg per litre.

5.7.6 Ventilated improved pit latrine option

5.7.6.1 VIPs shall be constructed to minimise smells and the attraction of flies by means of air movements, solar heating and light, have permanent pit linings, be capable of being emptied and have a capacity such that the cleaning interval for a household of 5 persons is not less than five years.

5.7.6.2 The latrine shall be provided with a seat and closing lid such that the space between the underside of the seat and the top of the receptacle is not more than 25 mm. The seat shall be so designed that the aperture at the top of the seat is not less than 250 mm and not more than 300 mm in diameter. For children, an additional seat that has an aperture of between 150 mm and 200 mm may be provided.

5.7.6.3 The hole in the floor slab shall have the same dimension or be larger than the inside dimension of the pedestal or squatting hole template.

5.8 Structural safety, serviceability and durability

5.8.1 The representative permanent, imposed and seismic loads and impact sources applied to the structure and structural elements shall be in accordance with the provisions of Table 6. The uniformly distributed and concentrated imposed loads shall not be considered to act simultaneously. Imposed roof actions shall not be considered to act concurrently with wind actions.

5.8.2 The representative free stream velocity pressure shall be determined and converted into a wind load in accordance with the provisions of SANS 0160, provided, however, that:

- a) the free stream velocity pressure applied to the house structure and structural elements is not less than 0,450 kN/m² and 0,370kN/m², respectively;

- b) the minimum wind load applied to structural elements is not less than that tabulated in Table 6; and
- c) the minimum wind load applied to free standing walls is not less than:
 - i) 0,58kPa within a distance equal to four times the height of the wall from a free end or an end with return adjacent to an opening or discontinuity in the wall; and
 - ii) 0,41kPa elsewhere.

5.8.3 Houses shall suffer little or no damage when subjected to winds associated with a 25 year mean recurrence interval. Damage from winds associated with the 50 year recurrence interval shall not prevent the house from fulfilling its intended purpose save for the possible loss of roof covering material and cladding, nor shall such damage pose a threat to inhabitants. Houses shall not collapse if subjected to wind speeds substantially greater than the design values (e.g. in an intense thunderstorm).

5.8.4 The resistance of the structure under the effects of the actions shall be assessed in terms of limit state criteria or allowable stress criteria in accordance with the provisions of SANS 10160.

5.8.5 The response of the house structure and structural elements to representative actions and impacts shall be within the limits established in Table 7.

5.8.6 The maintenance required to satisfy the user needs and performance descriptions for structural durability shall not be excessive for a given user performance level. The normal preventative maintenance cycle, where houses are designed to satisfy user performance level 2 requirements, shall not be more frequent than 5 years.

5.8.7 Construction materials used in the house structure and structural elements shall be durable with respect to:

- a) insect and rodent attack;
- b) abrasion due to wind blown sand;
- c) corrosive attack by groundwater, surface water, rainwater, atmospheric pollutants and any subsurface or atmospheric gases to which such materials may reasonably be exposed;
- d) solar radiation; and
- e) condensation

5.8.8 The manufacture of components and the construction and / or erection of structural elements shall be such that the structural safety and structural serviceability performance requirements for the nominated user performance level over the design working life is not reduced by variations and inconsistencies in quality.

Table 6: Representative actions and impacts applied to the house structure and structural elements

AGENT	PERFORMANCE PARAMETER
HOUSE STRUCTURE	
Wind actions #	See 5.8.2 and 5.8.3
Seismic actions	None
Ground conditions and movements	In accordance with expected range of movements associated with Site Class Designations (see Table 5 of specification GFSH-2) and geotechnical report prepared in accordance with the provisions of specification GFSH-2.
STRUCTURAL ELEMENT: ROOF	
Permanent actions	Self weight of covering, ceilings, structure and geysers, if any. (Refer to Appendix B of SANS 10160 and specialist literature)

Imposed actions*	Accessible flat roofs: _ - a minimum uniformly distributed load of 2,0 kN/m² measured on plan; and - a concentrated load of 1,5 kN applied over a plan area of 0,1 m x 0,1 m and placed in the position that produces the most severe effects. Inaccessible roofs (no access is provided other than that necessary for cleaning and repair) - a minimum uniformly distributed load, acting vertically downward of (0,3 + (15-A)/60) kN/m²; where A is the tributary area in square metres for the member or span under consideration, measured on plan, provided that the load has a maximum intensity of 0,5 kN/m² and a minimum intensity of 0,3 kN/m² where A is 3m² or less; and - a concentrated load of 0,9 kN, acting vertically downward and applied over an area of 0,1m x 0,1m in any position. Cantilevered balconies - a minimum uniformly distributed load of 4,0kN/m²; and - a concentrated load of 3,0kN applied over a plan area of 0,1m x 0,1m and placed in the position that produces the most severe effects.				
	Wind actions				
	Uplift on roof of not less than 0,59kN/m ² Local uplift on eaves overhang of not less than 0,78kN/m ²				
	STRUCTURAL ELEMENT: ROOF (continued)				
Snow actions	A uniformly distributed load corresponding to the expected depth of snow where a snow depth exceeding 250 mm can be expected to accumulate.				
Hail impact	Hail impacts generating an impact in Joules of:				
	Altitude above sea level	user performance level 1	user performance level 2		
	Less than or equal to 1000m	10 ± 2*	10 ± 2*		
	Greater than 1000 m	10 ± 2*	20 ± 2*		
STRUCTURAL ELEMENT: WALLS					
Wind actions	External walls Outward pressure on windows and doors : not less than 0,51kN/m ² Inward pressure on windows and doors : not less than 0,45kN/m ² Outward pressure walls : not less than 0,51kN/m ² Inward pressure on walls : not less than 0,37kN/m ² Horizontal pressure on the side of a House (pressure which causes racking) : not less than 0, 37kN/m ² Internal walls: : not less than 0,20 kN/m ²				
Permanent actions	Self weight of wall (Refer to Appendix B of SANS 10160 and specialist literature)				
Imposed loads	Parapet and balustrade walls which guard a drop of more than 750mm, together with the members that give them immediate support, shall be capable of supporting either of the following service loads; - a concentrated force of 1kN acting in any direction vertically downward and horizontally inward or outward, and over 0,1m length for beam elements and over a 0,1m x 0,1m area for plate elements and acting at the top or any other position which is most severe; or - a distributed horizontal force of 0,5 kN/m applied at the top of the wall and acting outward. Either a horizontal concentrated force of 0,5 kN acting normal to the wall surface over an area of 0,1m x 0,1m at any point at a height of 1,3m above the floor level or a horizontal distributed force of 0,5 kN/m at a height of 1,3m, whichever is the most severe, or the soft body impacts (collapse) listed below.				
Soft body impacts	Two soft body impacts each generating an impact in Joules of:				
	User performance level 1				
	Type of wall	Internal walls and external walls (impact from the inside)		External walls (impact from the outside)	
		Service	Collapse	Service	Collapse
	Heavy weight construction	132	265	265	412
	Light weight construction	132	265	265	412
		(framing)			
		88 (cladding)			
	User performance level 2				
	Type of wall	Internal walls, external walls at ground floor (impact from the inside) and external walls at first floor and higher (impact from the outside)		Internal walls around staircases, external walls at first floor and higher (impact from the inside) and external walls at ground level (impact from the outside)	
		Service	Collapse	Service	Collapse
	Heavy weight construction	176	412	265	530
Light weight construction	132	265	265	412	
	(framing)				
	88 (cladding)				

Sharp body impacts	User performance level 1: Two blows generating an impact of 4,2 Joules			
	User performance level 2: Two blows generating an impact in Joules of:			
	External walls		Internal walls	
	At ground floor (impact from the inside)	5,3	Non load bearing walls	5,3
	At ground floor (impact from the outside)	7,9	Load bearing walls	7,9
	At first floor and higher (impact from the inside)	5,3	Load bearing walls	7,9
	At first floor and higher (impact from the outside)	7,9	Around stairwells	7,9
Hail impacts	Hail impacts, on components other than glazing, generating an impact of 10 ± 2 Joules			
Door slamming	25 kg door slammed ten times from a position of 60° open, with a force of 150 N applied at the handle position in the direction of closure, such force being applied until the door makes contact with the frame.			
STRUCTURAL ELEMENT: WALLS (continued)				
Fittings	Lightweight fittings (e.g. coat hooks, towel rails and medicine cabinets) having a mass 8 kg suspended 45 mm away from wall at any location. Medium weight fittings (e.g. hand basins cisterns, medium sized cupboards and 9 kg fire extinguishers) having a mass of 25kg suspended 45 mm away from the wall, at designated locations within the wall. Heavy weight fittings (required where there is a high probability that people will stand upon the fittings; eg wash troughs, sanitary ware basins, geysers and fire hose reels) having a mass of 135 kg suspended 345 mm away from the wall for a period of 5 minutes. Shelving: safe load nominated in the specification data.			
STRUCTURAL ELEMENTS: FLOOR LOADS				
Permanent actions	Self weight of flooring system (as determined by the supplier). Finishes (as determined by the supplier).			
Imposed actions#	- a minimum uniformly distributed load of 1,5 kN/m²; and - a concentrated load of 1,5 kN applied over a plan area of 0,1m x 0,1m and placed in the position that produces the most severe effects.			
Vibrations	Nil.			

Value required to determine overall stability (overturning, wind uplift, raking)

* Roofing that is able to withstand an impact of 20 J can be classified as being hail resistant. Roofing material that is able to withstand 10 J can be classified as being able to withstand mild hailstorms and incidental damage.

Table 7: Structural response of house structure and structural elements to representative actions and impacts.

AGENT	PERFORMANCE PARAMTER
HOUSE STRUCTURE	
Ground conditions and movements	Tilt Angular distortion (ratio of difference in settlement between opposite sides of a house and the length between such sides) shall not be more severe than: User performance level 1: 1:100 User performance level 2: 1:200 Total settlement User performance level 1: 20 mm after house has been completed. User performance level 2: 10 mm after house has been completed.
STRUCTURAL ELEMENT: ROOF	
Direct and indirect actions	Deflection Deflection ratio (ratio of maximum deflection from the horizontal to the span of the floor) arising from permanent, imposed and wind actions at the ceiling level shall not be more severe than: User performance level 1: 1: 175.. User performance level 2: 1:250. Cracking Irreversible damage in the load deflection curve, even if cracks or other damage is not visible. Cracks in roofing substrates(decking) that may impair the normal function of the roof or coverings.
Hail impact	After being tested, the test specimen must be acceptably free from visible defects when viewed from a distance of 2.0m.
STRUCTURAL ELEMENT: WALLS	
Direct actions	Deflection ratio (ratio of maximum deflection from the vertical to length or height of wall panel) arising from permanent, imposed and wind actions shall not be more severe than: User performance level 1: 1: 175 User performance level 2: 1:250
Indirect actions	Minor damage that is not more severe than that of Category 1 Expected Damage (see Table 8), or the equivalent thereof.

Ground movements	Minor damage that is not more severe than Category 2 Expected Damage (see Table 8), or the equivalent thereof, as nominated by the user.
Soft body impacts	Collapse impacts: Walls shall not collapse or be permanently deformed. Service impacts: Not displaced by more than 1/600 th of their height or have cracks which cannot be readily repaired of aggregate length not exceeding 300 mm and width not wider than 0,5 mm when struck.
STRUCTURAL ELEMENT: WALLS (continued)	
Sharp body impacts	Walls shall not be punctured nor, in the case of materials of a non-fibrous nature, be indented or locally displaced by more than 3mm. In addition, there shall be no readily visible cracks (i.e. wider than 0,25 mm) and the aggregate length of such cracks shall not exceed 300 mm.
Door slamming	The slamming of the test door does not cause damage to a wall or cause the frame to detach from the wall.
Fittings	The loosening and withdrawal of the fixing devices shall not cause more than minor, readily repairable damage to the wall.
STRUCTURAL ELEMENT: FLOOR	
Direct actions	Deflection ratio (ratio of maximum deflection from the horizontal to span of floor) arising from permanent, imposed and wind actions shall not be more severe than: User performance level 1: 1: 175. User performance level 2: 1:250.
Indirect actions (Slab on the ground foundations)	Floors covered with carpets and flexible floor coverings: Minor damage that is not more severe than Category 2 Expected Damage (see Table 9), or the equivalent thereof, as nominated by the user. Floors covered with semi-flexible or rigid tiles: Minor damage that is not more severe than Category 1 Expected Damage (see Table 9), or the equivalent thereof, as nominated by the user.
Ground movement and conditions	Minor damage that is not more severe than Category 2 Expected Damage (see Tables 9 and 10), or the equivalent thereof, as nominated by the user.

Table 8: Classification of damage in masonry walls

DESCRIPTION OF DAMAGE IN TERMS OF EASE OF REPAIR AND TYPICAL EFFECTS	APPROXIMATE MAXIMUM CRACK WIDTH IN WALLS (mm)	CATEGORY OF EXPECTED DAMAGE
Hairline cracks less than about 0,25 mm width are classed as negligible.	< 0,25	0 Negligible
Fine internal cracks which can easily be treated during normal decoration. Cracks rarely visible in external masonry.	< 1 (isolated; localised)	1 Very slight
Internal cracks easily filled. Redecoration probably required. Recurrent cracks can be masked by suitable linings. Cracks not necessarily visible externally. Doors and windows may stick slightly.	< 5	2 Slight

NOTE :

1. Crack width is only one factor in assessing damage and should not be used on its own as a direct measure of damage. In assessing the degree of severity of damage, account must be taken of the location in the house where it occurs.
2. This classification is based on the ease of repair which may be considered under three headings representing a progression in difficulty of repair, viz. redecoration due to wear and tear, remedial work to reinstate functional efficiency and structural repair.
3. Where cracks less than 1 mm are widespread throughout the building, the damage may be regarded as being Category 2.

Table 9: Classification of damage with reference to concrete surface beds

DESCRIPTION OF TYPICAL DAMAGE	APPROXIMATE MAXIMUM CRACK WIDTH IN FLOOR (mm)	MAXIMUM DEVIATION OF ANY JOINT FROM A 3 m STRAIGHT EDGE (mm)	CATEGORY OF EXPECTED DAMAGE
Hairline cracks, insignificant tilt of floor or change in level.	< 0,3	< 5	0 Negligible
Fine but noticeable cracks. Floor reasonably level.	< 1,0	< 8	1 Very slight
Distinct cracks. Floor noticeably curved or changed in level.	< 2,0	< 10	2 Slight

Table 10: Classification of damage caused by ground floor slab settlement

DESCRIPTION OF TYPICAL DAMAGE	APPROXIMATE CRACK WIDTH IN FLOOR (mm)	APPROXIMATE GAP (mm)	CATEGORY OF EXPECTED DAMAGE
Hairline cracks between floor and skirtings.	-	Up to 1	0 Negligible
Settlement of the floor slab, either at a corner or along a short wall, or possibly uniformly, such that a gap opens up below skirting boards, where provided, but which can be masked by resetting skirting boards. No cracks in floor slabs, although there may be negligible cracks in floor screed and finish. Slab reasonably level.	-	Up to 5	1 Very slight
Larger gaps below skirting boards; some obvious but limited local settlement leading to slight slope of floor slab; gaps can be masked by resetting skirting boards and some local rescreeding may be necessary. Fine cracks appear in internal walls which may require some redecoration; slight distortion in door frames which may result in sticking of doors. No cracks in floor slab although there may be very slight cracks in floor screed and finish. Slab reasonably level.	Up to 1	Up to 15	2 Slight

NOTE: Gap refers to the space, usually between the skirting and finished floor, caused by settlement after making appropriate allowance for discrepancy in building, shrinkage, normal bedding down and the like.

5.9 Acoustic (general)

The minimum weighted standardised difference between rooms within a house and adjacent rooms in the same house, calculated in accordance with the provisions of SANS 717-1 ISO 717-1 and SANS 140-4 ISO 140-4, shall not be less than 33 dB (DnT,w).

Note: 1 In acoustics, there is often a large grey area between a situation with which almost everyone will be completely satisfied and one which almost everybody will find totally unacceptable. The performance parameter provided does not cater for the provision of a very high quality to satisfy the majority of people even under extreme conditions. They should rather be seen as criteria to promote a minimum standard where acoustical performance has been attended to.

- 2 All masonry walls having a width of 90mm and greater are deemed-to-satisfy requirements, provided that a ceiling is provided, or where no ceiling is provided the masonry is taken up to the underside of and are sealed to the roof covering.
- 3 The Agreement South Africa assessment criteria for the acoustic performance in buildings provides some basic explanations regarding acoustical terminology and requirements. (see www.agreement.co.za).

5.10 Construction accuracy (optional context)

All structural elements and components shall be constructed within the limits of the applicable permissible dimensional deviations set out in Tables 11 to 17. Items not covered in Tables 13 to 19 shall be constructed in accordance with the relevant provision of SANS 10155.

Note: The tolerances provided in this section relate to appearance. These tolerances may be suitable for the construction of the structural elements. This is co-incidental in the context of this section.

Table 11: Permissible dimensional deviations: Concrete work

DESCRIPTION	PERMISSIBLE DIMENSIONAL DEVIATION (mm)
a) Foundations	
— Linear dimension on plan cast against excavation sides	60
— Linear dimension on plan cast against formwork	30
— Level of underside of concrete	-40 + 20
— Surface level, i.e. top of foundation (excluding floor slabs)	- 30 + 15
b) Structural or components above foundations	
— Linear (other than cross-section) dimensions	30
— Cross-section dimensions	- 10 + 20
— Level (deviation from designed level with reference to the nearest transferred datum of the upper or lower surface, as may be specified, of any slab or other structural element or component)	-20 + 10
— Out-of-squareness of a corner or an opening or for short side of length	10
i) up to and including 0,5 m	20
ii) over 0,5 m up to and including 2 m	25
iii) over 2 m, up to and including 4 m	
— Exposed concrete surface (including floor slabs)	10
i) Flatness of plane surface	10
ii) Abrupt changes in a continuous surface	
— Exposed concrete surface to be plastered or receive screed	15
i) Flatness of plane surface	10
ii) Abrupt changes in a continuous surface	
Deviation from the minimum cover of concrete over reinforcement as specified is permitted.	nil

Table 12: Permissible dimensional deviations: Masonry

DESCRIPTION	PERMISSIBLE DIMENSIONAL DEVIATION (mm)	
	DEGREE OF ACCURACY	
	USER PERFORMANCE LEVEL 1	USER PERFORMANCE LEVEL 2
a) Surfaces of supporting structural elements	- 30 + 15	- 20 + 10
b) Position on plan of any edge or surface measured from the nearest grid line or agreed centre line.	30	20
c) Level (deviation from designed level with reference to the nearest transferred datum of the average top surface of a structural element or component)	- 20 + 10	- 15 + 5
d) Linear dimensions		
1. Bed joint thickness	5	5
- Specified (average)(10 mm)		
- First joint above supporting structural element	-5 + 40	-5 + 25
2. Perpend joint thickness	-5+ 10	-5+ 10
3. Collar joint thickness	-5+ 10	-5+ 10
4. Cavity width	20	20
5. Cross section of an unplastered wall, column or beam	- 10 + 20	- 10 + 20
6. Infill concrete spaces	-10+15	-10+ 15
7. Length		
- up to and including 5 m	25	15
- Over 5 m, up to and including 10 m	30	20
- over 10 m	50	30
8. Height		
- Up to and including 3m	15	10
- Over 3 m, up to and including 6 m	20	15
- Over 6m	25	20

DESCRIPTION	PERMISSIBLE DIMENSIONAL DEVIATION (mm)	
	DEGREE OF ACCURACY	
	USER PERFORMANCE LEVEL 1	USER PERFORMANCE LEVEL 2
e) Variation from a plane		
1. Bed joints		
- in any 3 m length	5	5
- maximum	15	15
Top surface of load-bearing walls		
- in any 3 m length	5	5
- maximum	15	15
f) Relative displacement between load-bearing walls in adjacent storeys intended to be in vertical alignment	15	15
g) Deviation from a straight line		
1. In any direction		
- in any 5 m length	15	10
- maximum over length of structural element/structure	25	20
2. From the vertical		
- in any 1 m length	10	5
- in any 3 m length	15	10
- Maximum over height of structural element / structure	25	20
3. Centre line of perpendicular joints		
- non-facing masonry	15	15
- face masonry	15	10
h) Out of squareness of a corner or an opening or a component such as a column measured with respect to the short side length.		
- up to and including 0,5 m	10	5
- over 5m, up to and including 2m	20	15
- over 2 m to and including 4 m	25	20

Table 13: Permissible dimensional deviations: Structural Timber Members

DESCRIPTION	PERMISSIBLE DIMENSIONAL DEVIATION
Spring	5mm per 3m length 10mm per 3m length
Bow Twist	1mm per 25mm width per 3m length

Table 14: Permissible dimensional deviations: Trusses

DESCRIPTION	PERMISSIBLE DIMENSIONAL DEVIATION (mm)
a) Overall horizontal dimensions	15
b) Overall vertical dimensions	25
c) Difference between overall vertical and horizontal dimensions of similar trusses in a continuous roof	10
d) Deviation of erected truss from the vertical for rise of	
— 1 metre	10
— 2 metres	15
— 3 metres	20
— 4 or more metres	25
e) Bow after erection	10

Table 15: Permissible dimensional deviations: Finished floors

DESCRIPTION	PERMISSIBLE DIMENSIONAL DEVIATION (mm)
Deviation from any two points measured 6 m apart	10
Deviation of any point under a 3m straight edge placed level in any direction	6

Table 16: List of permissible dimensional deviations (PD) for precast components after erection

DESCRIPTION	USER PERFORMANCE LEVEL	
	1	2
Taper of joints PD to be measured per metre length of joint: In all cases	10	6
Width of joints PD to be measured from the specified width: in all cases	10	6
Proudness of panels The proudness of panels and slabs is defined as the protruding of one panel or slab compared to an adjacent panel or slab. PD for panels and slabs: up to and including 3,0 m	8	5
over 3,0 m up to and including 8,0 m	15	10

Table 17: List of permissible dimensional deviations (PD) for precast concrete components before erection

DESCRIPTION	USER PERFORMANCE LEVEL	
	1	2
Cross-section and linear dimensions PD from specified dimensions of beams, slabs, columns and panels: - up to and including 600 mm - over 600 mm, up to and including 1,5 m - over 1,5 m, up to and including 3,0 m - over 3,0 m	8 10 16 20	5 7 12 15
Bow and camber other than designed camber PD of any point on a surface from a straight line joining the extremities of that surface: - For extremities up to and including 3,0 m apart - Over 3,0 m, up to and including 8,0 m	8 15	5 10
Twist (max) - For diagonal up to and including 3,0 m - For diagonal over 3,0 m, up to and including 8,0 m	8 15	5 10
Abrupt changes in a continuous surface PD of any point on a surface from a straight line joining two points of that surface 300 mm apart	6	4
Squareness of internal corners of openings The same as in SANS 10155, Table 4, 'Squareness of corner'		
Squareness of panels The squareness of panels shall be measured as the difference between the length of the diagonals: the difference shall not exceed	26	16

5.11 Water saving measures

The following shall form part of the toilet and shower systems where waterborne sanitation is provided:

- a) a low-volume flush toilet system that utilises less than 8 litres per flush or a dual flush toilet system which delivers not more than 4,5 litres per half flush and not more than 11 litres per full flush; and
- b) a shower head having a flow rate of less than 9,5 litres per minute.

6 CONSTRUCTION SOLUTIONS

6.1 Construction solutions, which are adopted for each attribute, shall be such that it can be demonstrated or predicted with certainty, using one or more of the following means, that the requirements of 4 is satisfied by:

- a) the adoption of deemed-to-satisfy rules which are known to yield solutions that satisfy all the requirements of this specification;
- b) calculation or measurement;
- c) testing;
- d) the preparation of a rational design; or
- e) the undertaking of a rational assessment.

Note: Regulations issued in terms of the National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977) and Housing Consumers Protection Measures Act (Act No. 95 of 1998) require that competent persons perform rational designs and rational assessments or Agreement Certification be obtained in respect of several of the attributes.

6.2 Observance of the appropriate deemed-to-satisfy provisions of the Home Building Manual or SANS 10400 (The application of the National Building Regulations) shall be considered to be sufficient to demonstrate compliance with the requirements of this specification.

6.3 Reliance on service experience in rational assessments shall only be made where there are sufficient numbers of representative examples available, exposed to similar or more severe service conditions, together with adequate documentation.

6.4 Testing shall incorporate, as appropriate, a realistic representation of materials, loading conditions, environmental influences, boundary conditions and construction practices. Testing for evaluating structural serviceability shall be full scale. Testing for evaluating structural response shall be full scale unless all scale effects can be appropriately estimated.

6.5 Satisfactory performance in accordance with a standard test described in 7 conducted by Agreement South Africa or the South African Bureau of Standards shall be sufficient evidence of compliance for given performance requirements.

6.6 Agreement South Africa Certification of equivalence or superior performance to the standard Agreement South African house, for the nominated user performance level, if relevant.

6.7 Certification of fitness for purpose by Agreement South Africa

Note: Agreement South Africa have developed certification procedures and assessment criteria for building and walling systems in order to confirming fitness-for-purpose of non-standardised construction products and/or the acceptability of the related non-standardised design. (see www.agreement.co.za).

7 STANDARD TESTS

7.1 Rain penetration tests

7.1.1 Rain penetration tests for roofs

7.1.1.1 Tiles when laid at a pitch of 30 degrees and tested for 2 hours in a rain penetration testing (see SANS 542: Concrete Roof Tiles) and where a relative humidity of at least 70% is maintained under the tiles while the test is in progress, shall not permit the formation of rain drops on the underside of the roof construction in respect of user performance level 2 and the flow of water down the inside of the tiles in respect of user performance level 1. Flow in the test rig shall be induced by a sparge pipe placed over the top of the roof frame to simulate rain that runs down from higher courses of a full size roof and a suitable spray to simulate direct rainfall. The flow rates for the sparge and spray shall be 150 mm/hour and 75 mm/hour, respectively.

7.1.1.2 Sheeted roofs when tested in accordance with the ASTM E 1646-95 Standard Test Method for Water Penetration of Exterior Metal Roof Panel System by Uniform Static Air Pressure Difference shall exhibit no leakage in respect of User Performance Level 2 and not cause water to drip onto the ceiling or floor from the underside in respect of user performance level 1.

7.1.2 Rain penetration test for walls

7.1.2.1 Standard non-pressurised test for masonry, cast in situ concrete or other types of construction without joints

7.1.2.1.1 The wall shall be thoroughly air-dry before being tested. In the case of a masonry or similar wall the inner surface may be lime washed or other means may be adopted to facilitate the detection of moisture which has penetrated through the wall. The portion of the outer surface under test shall then be continuously sprayed with water in the form of a fine mist distributed over the whole area under test at the rate of 40-50 mm depth of water per hour. Spraying shall be conducted in a still atmosphere and shall be continued as follows:

User Performance Level 1 :

- **Walls without a roof overhang in accordance with Figure 4:**

A period of 4 hours.

- **Walls with a roof overhang in accordance with Figure 4:**

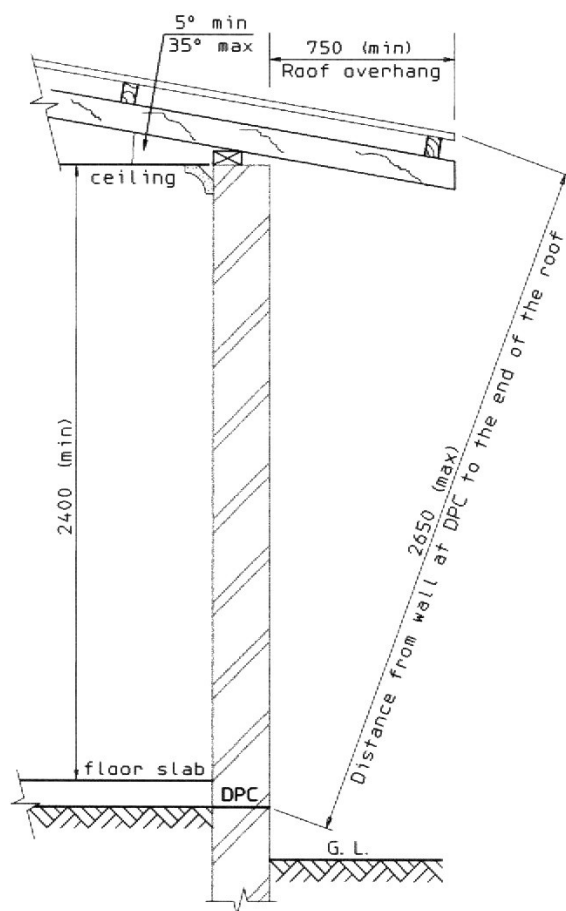
A period of 2 hours in respect of non-masonry walling. No test required in respect of masonry with vertical and horizontal joints filled with mortar.

User Performance Level 2:

The minimum period required in terms of Table 18 or until the first signs of dampness appears on the inner surface of the wall if such signs appear before the expiry of such period.

7.1.2.1.2 In the case of any timber framed wall or walls of similar construction the covering of such wall shall be removed after the required test period in order to ascertain whether any moisture has penetrated to the interior of such wall and if so, whether water has been retained within the interior.

NOTE: The test methods and criteria are derived from conditions where rain results in wall surfaces becoming wet for prolonged periods under normal steady rain conditions. This continuous wetting has a detrimental effect on the ability of a wall to resist rain penetration. Sufficiently large roof overhangs can prevent rain from impinging on wall surfaces under normal steady rainfall conditions. This means that walls would only get wet under severe storm conditions where the rain is accompanied by strong wind. Such weather conditions in South Africa are nearly always of short duration. Garden sprinklers can, however, have a detrimental effect on the ability of a wall to resist rain penetration.



NOTE :

- 1) Roof slope to be between 5 and 35 degrees.
- 2) The horizontal overhang from the outside face of the wall to the end of the roofing material is not to be less than 750mm.
- 3) The straight line distance between the end of the roofing material to the edge of the dampproof course shall not exceed 2650mm.

4

Roof overhangs which protect walls from rain.

Table 18: Test period for standard non-pressurized rain penetration tests

MEAN ANNUAL RAINFALL* (mm)	HOURLY MEAN WIND SPEED* (m/s)	MIN PERIOD (h)
More than 1 000	20	14
	25	19
	30	20
600 - 1 000	20	10
	25	15
	30	20
200 - 600	20	6
	25	11
	30	16
0 - 200	20	2
	25	7
	30	12

* See SANS 10160 Code of Practice for the general procedures and loadings to be adopted for the design of buildings (Appendices D and F).

NOTE: The test should ideally be conducted for the maximum period shown in Table 22 as this will allow an assessment to be made of the walls resistance to water penetration in all rainfall zones in the country

7.1.2.2 Standard pressure test for non-standardised walling systems or systems with joints

7.1.2.2.1 The standard pressurised test shall be applied to a wall tested in terms of 7.1.2.1. The same apparatus shall be used except that a constant pressure difference shall be maintained between the inside and outside of the chamber.

7.1.2.2.2 The standard pressurised test shall be applied immediately after the test described in 7.1.2.1 for an initial period of 15 minutes with a constant pressure difference of 100 Pa and thereafter for a 10 minute period at 200 Pa.

Note: In addition to unpressurised tests, pressurised tests are carried out to take into account the effect of wind-driven rain if the walling system has unfilled joints or if the construction method is in any way non-standardised (eg concrete panels, dry-stack, framework with a cladding system, etc.) Wind-driven rain is simulated by subjecting the test wall to a pressurised test

7.2 Structural safety, serviceability and durability

7.2.1 General

7.2.1.1 Action effects on individual structural members shall be determined by methods of structural analysis that take into account equilibrium, general stability, geometric compatibility, and both short- and long-term material properties. Members that tend to accumulate residual deformations under repeated service loads shall have included in their analysis, the added eccentricities expected to occur during the design working life.

7.2.1.2 The assessment of distortions of individual structural members shall be determined by methods of structural analysis that take into account equilibrium, general stability, geometric compatibility, and both short- and long-term material properties.

7.2.1.3 Structural durability may be established by using methods that simulate predictable future degradation of the product such as by tests which accelerate mechanical wear, or other forms of degradation by agents such as solar radiation, heat frost, thermal shock, air humidity, condensation, salty fog, chemical agents and biological agents.

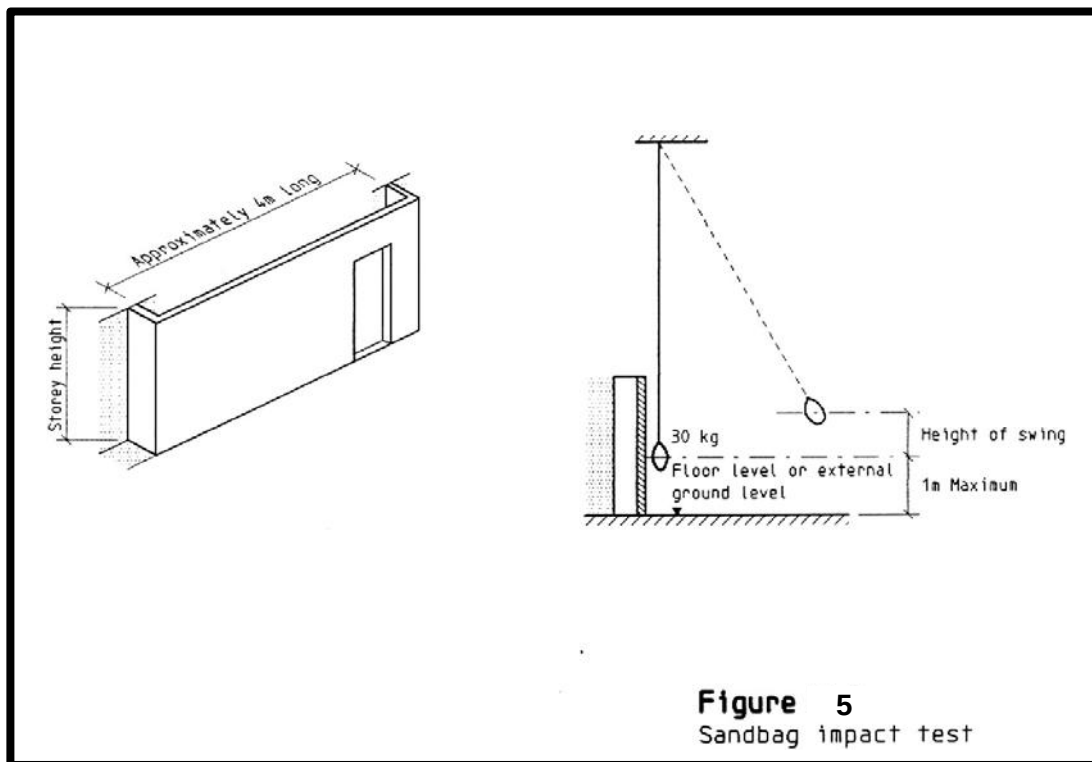
7.2.2 General performance tests

7.2.2.1 Sandbag impact test (soft body impacts)

7.2.2.1.1 The test is carried out on a representative wall specimen, approximately 4,0 m long and of storey height (See Figure 5). The wall must include a standard door opening positioned between 300 mm and 450 mm from one end of the wall. The top and bottom of the wall are fixed and both ends supported as in practice; end returns may be provided for this purpose if necessary.

7.2.2.1.2 A 250 mm diameter leather or fabric bag containing 30 kg of sand is suspended by a rope from a convenient point above the top of the wall (See Figure 5). The bag should touch the surface of the wall lightly and its centre of mass should be within 1 000 mm above "floor level" or ground level, as appropriate for internal and external faces respectively, when it is hanging freely at rest. The bag may impact any other point deemed necessary by the evaluator.

7.2.2.1.3 The bag is drawn away pendulum fashion from the wall at right angles to the face of the wall until its centre of mass is at the required height of swing above its initial free hanging position. It is then released and allowed to swing pendulum-wise and strike the wall. Two impacts are made from each height of swing on each point tested.



7.2.2.1.4 When the test structure is of unframed construction, this operation is carried out as near as possible to a point midway in the length of the wall. It is also repeated near the end of the wall farthest from the door. If the wall is of framed construction, points of impact are chosen that are both between and on the line of the framing and joints (if applicable).

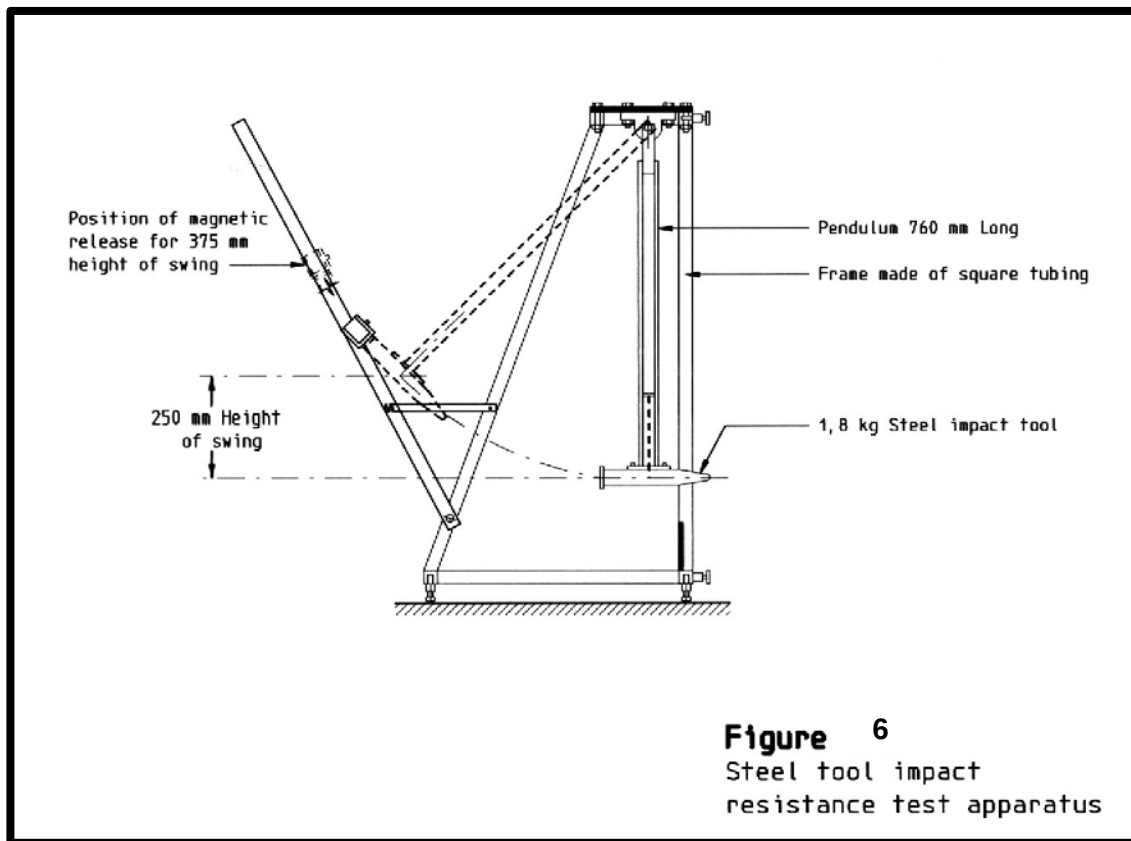
7.2.2.1.5 The height of swing that will provide the required level of impact energy is set out in Table 19.

Table 19: Height of swing in sandbag test required to simulate a range of impacts on walls

HEIGHT OF SWING (mm)	IMPACT (Joules)
300	88
450	132
600	176
900	265
1400	412
1800	530

7.2.2.2 Steel Tool Test (hard-body impacts)

7.2.2.2.1 The test may be carried out on the same structure that is used for the sandbag test or a separate wall specimen at least 1,0m wide. A 38mm diameter steel impact tool with a mass of 1,8kg, shaped like a chisel with a hardened edge 38mm wide, rounded to a 2,5mm radius and attached to a rigid pendulum which pivots in a metal frame is used (see Figure 6).



7.2.2.2.2 The tool is positioned so that when it is hanging freely at rest the chisel edge lightly touches the surface of the wall with the tool's long axis at right angles to the wall and the chisel edge horizontal. The tool is drawn away from the wall, pendulum fashion, until its centre of mass is at the required height of swing above its initial free-hanging position. The tool is released to swing back and strike the wall with the full width of its edge. Two impacts are made on each point tested from each height of swing.

7.2.2.2.3 If the wall is of framed construction, then the test is performed on the line of framing, close to, but not on the line of the framing, and midway between lines of the framing.

7.2.2.2.4 The height of swing that will provide the required level of energy to is set out in Table 20.

Table 20: Height of swing required in steel tool impact resistance test to simulate a range of impacts on walls.

Height of swing (mm)	Impact (Joules)
200	4,2
250	5,3
375	7,9

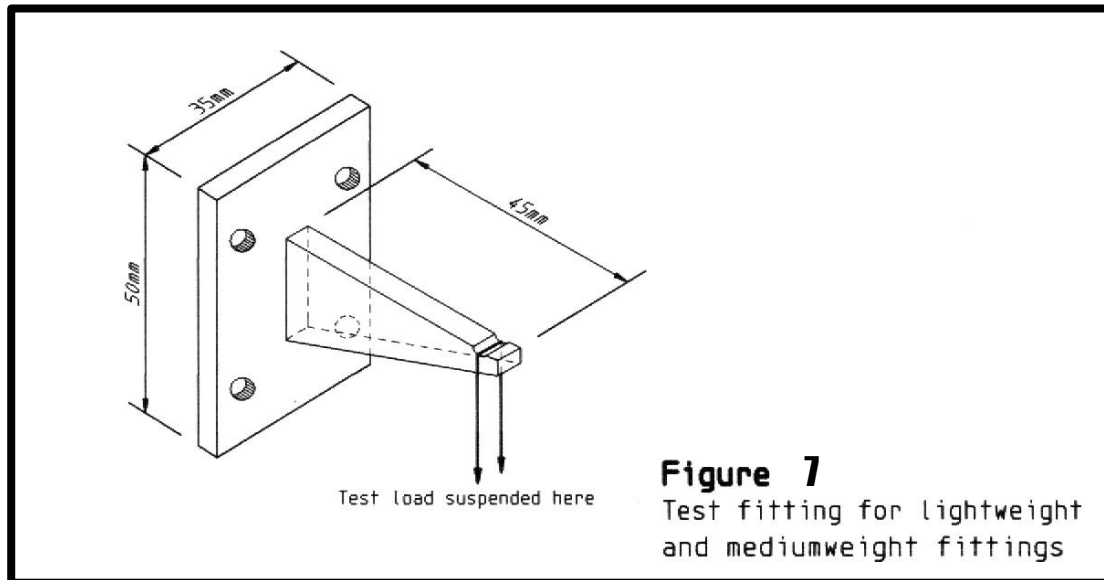
7.2.2.3 Test for lightweight and medium weight fittings

7.2.2.3.1 For this test a wall specimen similar to that used for the sandbag impact test is required.

7.2.2.3.2 A test fitting, fabricated from steel as illustrated in Figure 7, is fixed to the wall with four screws or such other suitable fixing devices as may be used in practice. An initial test

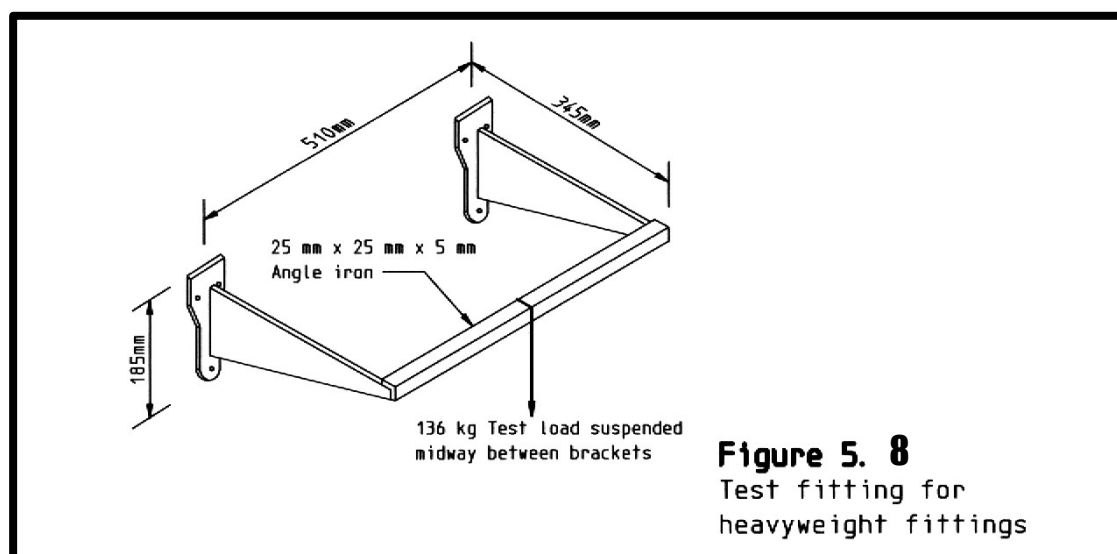
load of 2,3 kg is suspended at the position shown for one minute and the load is thereafter increased in 2,3 kg increments at one minute intervals until failure or maximum loads of 11,5 kg (lightweight fittings) or 23 kg (medium weight fittings) are attained.

7.2.2.3.3 This test is carried out at four different positions of the wall if it is of framed construction. The positions are chosen to avoid the lines of the framing and the joints, unless the fittings are to be fixed only to the framing members or to other additional members specially provided for that purpose.



7.2.2.4 Test for heavyweight fittings

A test fitting, fabricated from steel, which simulates a pair of wash-hand basin brackets, is fixed to the wall with screws or such other suitable fixing devices, as may be used in practice. (See Figure 8). The test fitting is located about midway between the end of the wall and the door opening. A test load of 136 kg is suspended at the position shown on the angle iron for five minutes. This test is carried out only once for a particular wall.

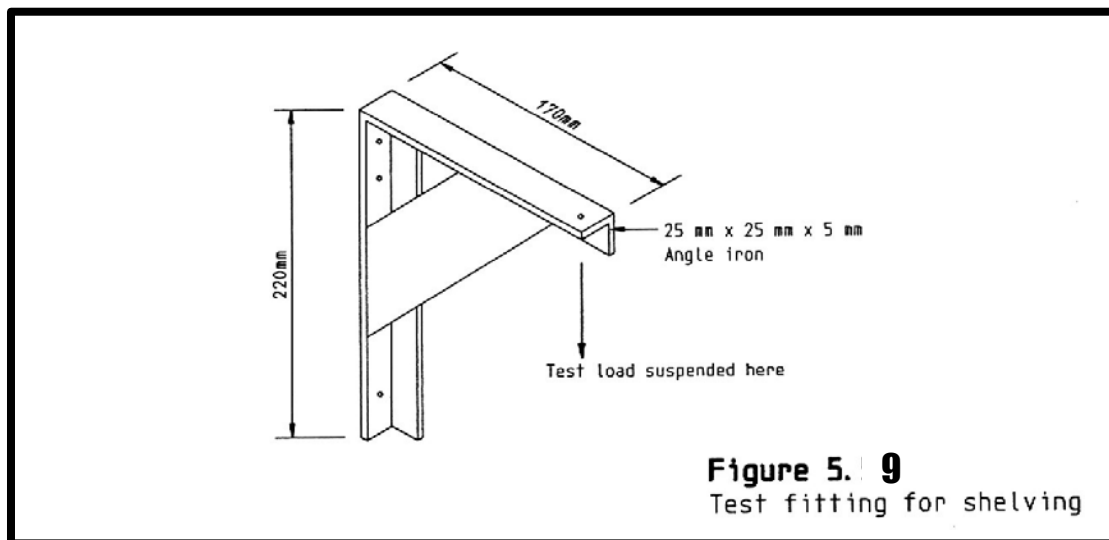


7.2.2.5 Test for shelving

7.2.2.5.1 Four test fittings which simulate shelf brackets and which are fabricated from steel are fixed to the wall in a vertical row with screws or such other suitable fixing devices as may be used in practice. (See Figure 9). The top of the upper bracket is 2,3 m above "floor level" and the remaining brackets are spaced at 0,45 centres below it. An initial test load of 2,3 kg is suspended for one minute from each bracket at the position shown and the load is thereafter increased simultaneously on each bracket in 2,3 kg increments at one minute intervals until failure occurs.

7.2.2.5.2 In case of walls of framed construction the brackets are fixed to a vertical member located about midway between the end of the wall and the door opening, or at other specified positions.

7.2.2.5.3 The safe load allowed per shelf bracket is one half of the test load which caused either damage to the wall, or any loosening of a bracket or detachment thereof, or which resulted in a lateral deflection or movement of the wall of more than 1/600th of its height.



7.2.2.6 Resistance to Door Slamming

For this test a wall specimen similar to that used for the sandbag impact tests is required, and with a door frame fitted in the opening as it is done in practice. A door with a mass of 25 kg is hung in the door frame. The door is slammed from a position of 60° open, with a force of 150 N applied at the handle position in the direction of closure, such force being applied until the door makes contact with the frame. Slamming of the door is repeated 10 times.

7.2.2.7 Hail resistance test

7.2.2.5.1 For this test a specially developed hail gun by the South African bureau of Standards is used to fire spherical ice missiles (artificial hailstones) vertically downwards onto the test specimen. The test specimen is secured in a horizontal position in a suitable frame below the hail gun. The hail gun is set so that the kinetic energy of the artificial hailstones at impact with the surface of the test specimen is as required.

7.2.2.5.2 The test specimen is subjected to 12 impacts, or any lesser number in the event of failure occurring before 12 impacts. The impacts are delivered normal to the surface of the test specimen at evenly distributed points.

7.2.3 Tests for structural strength and stability

Suitable tests are described in Agreement South Africa's: Assessment Criteria for Building and Walling Systems: Structural Strength and Stability in respect of:

- a) Test 1: Transverse flexure of walls;
- b) Test 2: Horizontal load resistance-vertical spanning;
- c) Test 3: Racking;
- d) Test 4: Horizontal load on doors, windows and their immediate surround;
- e) Test 5: Strength of L connections between walls;
- f) Test 6: Strength of T connections between walls;
- g) Test 7: Anchorage of roof trusses to wall;
- h) Test 8: Ability of the walls to resist vertical loads; and
- i) Test 9: Ability of gable walls to resist wind loading.

7.2.4 Tests for dry-stack masonry walls

Suitable tests, complete with acceptance criteria, are described in Agreement South Africa's Assessment Criteria for Building and Walling Systems: Structural Assessment of Dry-stack Masonry Building Systems in respect of:

- a) Test 1: Vertical load-bearing capacity of walls;
- b) Test 2: Transverse flexure of walls;
- c) Test 3: Horizontal load resistance-vertical spanning;
- d) Test 4: Horizontal line load resistance;
- e) Test 5: Racking load resistance;
- f) Test 6: Response of buildings to simulated wind loading;
- g) Test 7: Horizontal load on doors and windows and their immediate surround;
- h) Test 8: Transverse flexure of gable wall;
- i) Test 9: Soft body impact test; and
- j) Test 10: Steel tool impact test (hard body impact test)

7.3 Sanitation tests

7.3.1 On-site digesters load testing

A suitable test, complete with pass/fail criteria, is described in Annexure E of ACTMAP 3.

7.3.2 Tests for sanitary performance of water closet pans

Suitable tests, complete with requirements for demonstrating compliance, are describe in Annexure E of ACTMAP 3 in respect of:

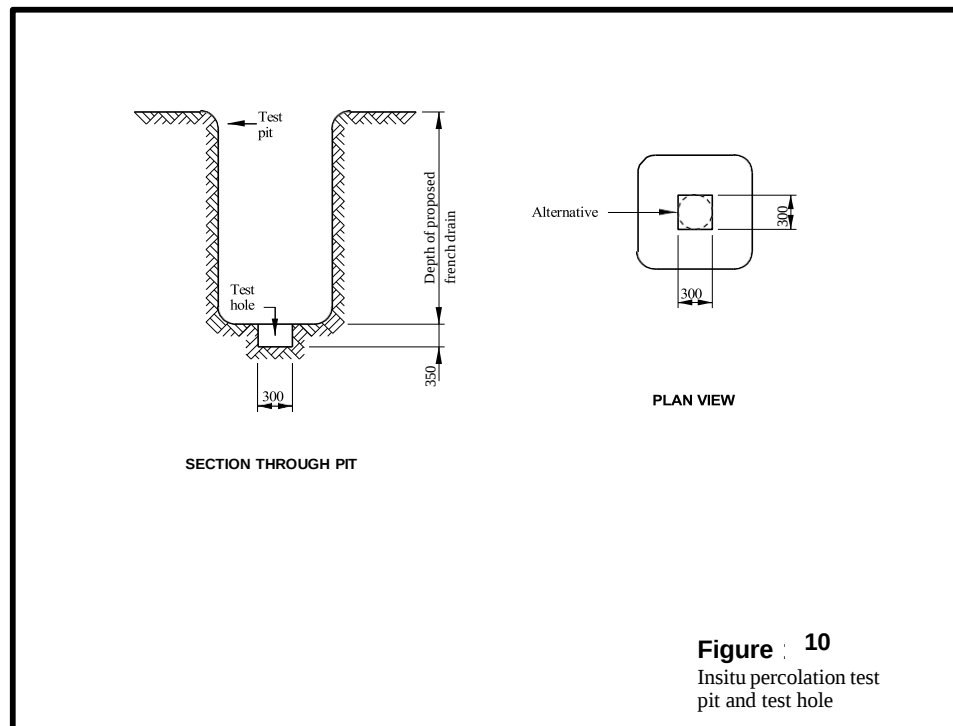
- a) Solids removal test (ball and paper test);
- b) Surface-wash test;
- c) Removal of liquid wastes (dye test and splash test); and
- d) Waterseal test.

7.3.3 In-situ percolation test

Note: The percolation test measures the rate at which clean water, under constant or nearly constant hydraulic head percolates into the surrounding soil in both the vertical and the horizontal direction. The test is designed to quantify the rate at which water moves into the soil. Percolation will therefore change as moisture conditions change.

7.3.3.1 The percolation test shall be carried out in a test pit, or a number of test pits, uniformly spaced throughout the area in which a french drain is to be constructed, which has been excavated to the depth proposed for a french drain.

7.3.3.2 At the bottom of the test pit, a 300 x 300 mm square or 300 mm diameter hole, 350 mm deep shall be excavated (See Figure 10).



7.3.3.3 The test hole sides shall be roughened to provide a natural infiltration surface. Any loose material from the bottom of the hole shall be removed and replaced with a 50 mm thick layer of gravel to prevent soaking when the hole is filled with water.

7.3.3.4 The prepared hole shall be filled with water to a height of not less than 300 mm above its bottom and maintained at such level for a period of not less than 4 hours. At the end of this period, the level of the water shall be recorded, and the drop in level as the water soaks away over a subsequent period of 30 minutes shall be measured. Should the water drain away within the 30 minute period, the actual time taken for this to occur shall be measured.

7.3.3.5 The percolation rate shall be reported as the time taken in minutes for the water level to drop 25 mm. Where a number of holes are tested, the average shall be reported.

7.4 Roof waterproofing system

7.4.1 Test for resistance to pull-off under suction

A suitable test, complete with acceptance criteria is described in Part 3 of ACTMAP 1.

7.4.2 Test for resistance to peel

A suitable test, complete with acceptance criteria is described in Part 3 of ACTMAP 1.

7.4.3 Test of waterproof membrane for resistance to water pressure

A suitable test, complete with acceptance criteria is described in Part 3 of ACTMAP 1.

7.4.4 Test for resistance to thermal shock (sheet membranes)

A suitable test, complete with acceptance criteria is described in Part 3 of ACTMAP 1.

7.4.5 Tests for dimensional stability

Suitable tests, complete with acceptance criteria, are described in Part 3 of ACTMAP 1 in respect of:

- a) unrestrained shrinkage; and
- b) restrained shrinkage.

7.4.6 Test for resistance to sliding (flexible sheets on sloping roofs)

A suitable test, complete with acceptance criteria is described in Part 3 of ACTMAP 1.

7.4.7 Test for resistance to cyclical failure

A suitable test, complete with acceptance criteria is described in Part 3 of ACTMAP 1.

7.4.8 Test for resistance to static puncture

A suitable test, complete with acceptance criteria is described in Part 3 of ACTMAP 1.

7.4.9 Tests for resistance to dynamic puncture

Suitable tests, complete with acceptance criteria, are described in Part 3 of ACTMAP 1 for:

- a) French falling arm test; and
- b) Gardner impact test.

7.4.10 Test to measure permeability of water vapour

A suitable test, complete with acceptance criteria is described in Part 3 of ACTMAP 1.

7.4.11 Test for single layer waterproofing systems

Suitable tests for single layer systems (ie waterproofing layer is laid as a single sheet, or applied in situ as a continuous membrane), complete with acceptance criteria, are described in Part 3 of ACTMAP 1 in respect of:

- a) resistance to leakage at joints;
- b) tensile strength (shear) of joints;
- c) behaviour of joints due to aging on exposure to elevated temperature; and
- d) behaviour of joints due to aging on exposure to water.

7.4.12 Tests relating to the handling of the waterproofing materials on site

Suitable tests, complete with acceptance criteria, are described in Part 3 of ACTMAP 1 in respect of:

- a) resistance to tearing;
- b) low temperature flexibility; and
- c) unrolling test at low temperature.

Annexure 1: Regulation of house construction in South Africa

Formal housing in South Africa is required to comply with the provision of the National Building Regulations and Building Standards Act (Act No. 103 of 1977). Contractor built housing is also required to comply with the provisions of the Housing Consumer Protection Measures Act (Act 95 of 1998). This Act provides *inter alia*, for warranty protection against defects in new homes, and the establishment of technical standards in and the regulation of the home building industry. This Act in effect requires that all contractor built housing in South Africa be built in accordance with the National Home Builders Registration Council's (NHBRC) Home Building Manual by home builders who are registered with the Council. Accordingly, the design and construction of houses needs to satisfy the provisions of the National Building Regulations and the NHBRC's Technical requirements.

The requirements of the National Building Regulations can be satisfied by:

- i) adopting the deemed-to-satisfy rules provided in SANS 10400 and constructing the house in accordance with sound building practice;
- ii) preparing a rational design in accordance with the deemed-to-satisfy rules contained in SANS 10400 part B; or
- iii) obtaining Agreement certification.

The NHBRC's design requirements may be satisfied by;

- i) adopting the rules contained in the Home Building Manual; or
- ii) preparing a rational design based on engineering principles; or
- iii) obtaining Agreement certification.

The NHBRC's construction requirements can be satisfied by complying either with the requirements of:

- i) the relevant portions of the construction standards as set out in the Home Building Manual; or
- ii) the standards and specifications referred to in the rational design prepared by a Competent Person; or
- iii) the relevant requirements set out in the Agreement certification documentation.

The NHBRC, on advice from its Technical Advisory Committee, accepts both generic and individual submissions in respect of non-standardized construction elements and components prepared by competent persons. Letters of acceptance to this effect are issued.

Agreement South Africa is an independent body operating under a delegation of authority from the Minister of Public Works. It has no commercial interest. It operates in the domain of non-standardized and innovative construction products. The authority of the Agreement South Africa to certificate this type of product is recognised in the National Building Regulations and is utilised by the National Home Builder's Registration Council.

During the evaluation of any product or system, Agreement South Africa uses the best available local and overseas expertise to perform the evaluation, very often expertise from the Council for Scientific and Industrial Research or from similar international organisations. The Agreement certification process has at least three quality checks by different independent groups thereby ensuring fitness for purpose. Compliance where appropriate with a relevant South African or international standard can be taken into account in an Agreement evaluation.

Product compliance with local or international specifications does not imply that the product as a whole is "fit-for-purpose." In some instances, a product may have to comply with several standards before being deemed "fit-for-purpose."

Annexure 2: The essential differences between the two User Performance Levels

User performance levels allow the needs and expectations of the users to be reflected in the interpretation of performance requirements. The introduction of user performance levels facilitates an incremental approach to housing as it enables choices to be made between a range of technical options to meet the needs of occupants at a cost that is affordable to such a user at a particular time. For practical reasons, the range of user performance levels needs to be kept to a minimum. In this specification, two user performance levels are provided to interpret the user requirements. User performance level 1 is intended for houses, where for reasons of access to initial capital a user is able to tolerate more frequent maintenance cycles, limited penetration of water to the interiors, discernable deflections, minor levels of cracking etc. User performance level 2 relates to the traditional user requirements in housing involving mortgage lending finance.

The user performance level establishes what the occupant / owner expects under the application of the attribute (performance characteristic) under consideration. It does not make reference to performance but to the results brought about by performance.

The user performance levels in this generic specification are based on those developed by the Joint Structural Division of the South African Institution of Civil Engineering and the Institution of Structural Engineers. A house in which user performance level 1 is nominated in respect of each mandatory attribute would have the following features:

- 1) have no basements;
- 2) be of single storey construction;
- 3) have a floor area not exceeding 80 m²; and
- 4) have a maximum length between intersecting walls or members providing lateral support of 6,0 metres.;

The principal difference between the two user performance levels are outlined in Table 2.1.

The essential differences between these two user performance levels may be summarised as follows:

a) Resistance to rain penetration

Limited dampness in walls or leakage at joints between components is tolerated in user performance level 1 buildings in exceptionally severe weather conditions. Resistance to rising damp is identical in both levels.

b) Distress in walls arising from foundation movements in walls and floors

Distress in both user performance levels is limited to minor damage i.e. aesthetic damage which can be readily repaired or masked during the course of normal redecoration. The severity and occurrence of minor damage in user performance level 1 housing located on sites underlain by heaving clay founding horizons and founding horizons susceptible to differential settlement, is greater than that for user performance level 2 on such sites.

c) Deflection of members

Deflections in the case of user performance level 1 houses are greater than those in user performance level 2 buildings and may be noticeable to a trained eye.

d) Resistance to local damage due to hail stones and when struck by blunt and sharp objects

User performance level 1 houses have an ability to withstand local damage but not to the same extent as is the case for user performance level 2.

e) Frequency of maintenance cycles

Maintenance cycles will probably be more frequent in respect of user performance level 1.

f) **Fire safety**

No distinction is made in respect of essential fire safety requirements. However the limitations in size and layout of level 1 buildings is such that occupants can readily escape to safety in the event of a fire and hence the need for fire rated external and internal walls falls away. Prevention of fire spread to adjoining properties is achieved by stipulating appropriate boundary distances in the same way as is done for level 2 buildings.

g) **Construction**

Apart from some relaxation in the accuracy of completed elements, there is no difference in the standard of workmanship required for the two user performance levels.

Table 2.1: Principal differences between the two user performance levels

TECHNICAL ASPECT	DIFFERENCES BETWEEN USER PERFORMANCE LEVELS
Maintenance cycles	Buildings built in terms of user performance level 1 may require more frequent maintenance.
Earthquake	Nil.
Windstorms	Nil.
Deflection and deviation from the horizontal and vertical	User performance level 1 deflections and deviation from the horizontal and vertical are greater than those associated with User Performance Level 2 and may be visible/noticeable to a trained eye although structural performance and safety is not impaired.
Expected damage in walls and floors	The degree of expected damage will generally be greater where user performance level 1 is selected; such damage will nevertheless be of a minor nature and be repairable during the course of normal redecoration.
Behaviour in fire	Restrictions will be placed on the size and layout of the building in the case where user performance level 1 is selected.
Attack by biological agents	Nil.
Abrasion resistance	Nil.
Rising damp	Nil.
Resistance of walls and roofs to rain penetration	Minor ingress may be experienced in infrequent major storms but not to the extent that any permanent damage may be caused.+
Hail resistance	Where user performance level 1 is selected, elements other than normal glazing may be more susceptible to hail damage in severe hail storms.
Resistance to local damage/soft body impact	The resistance to local damage when struck by sharp edged objects and the ability to hold fittings and the impact resistance to soft body impacts will be lower in the case of user performance level 1 than that for user performance level 2. The reduction in performance does not compromise the safety of the structure in any way under all normal circumstances of use.
Accuracy of construction	Tolerances will be greater (i.e. relaxed) in user performance level 1 buildings.

+ It is possible by means of surface coatings to upgrade a user performance level 1 buildings to a user performance level 2 buildings in this aspect.

Annexure 3: National Building Regulations

SANS 10400: the Application of the National Building Regulations contains all the National Building Regulations. The regulations that have specific relevance to subsidy housing include the following.

PART A: ADMINISTRATION

Most of the provisions of Part A apply.

B1. DESIGN REQUIREMENT

(1) Any building and any structural element or component thereof shall be designed to provide strength, stability, serviceability and durability in accordance with accepted principles of structural design, and so that it will not impair the integrity of any other building or property.

(2) Any such building shall be so designed that in the event of accidental overloading the structural system will not suffer disastrous or progressive collapse which is disproportionate to the original cause.

C1 ROOMS AND BUILDINGS

(1) Any room or space shall have dimensions that will ensure that such room or space is fit for the purpose for which it is intended.

(2) The floor area of any dwelling unit shall not be less than that necessary to provide one habitable room and a separate room containing toilet facilities.

D1 CHANGE IN LEVEL

The protection of the edge of any balcony, bridge, flat roof or similar place shall be designed to prevent any person from falling from such balcony, bridge, flat roof or similar place.

D3 RAMPS

Any ramp or driveway shall be so designed that it is safe when used and is fit for the purpose for which it is intended.

F3 UNSTABLE SOIL CONDITIONS

(1) Where any local authority has reason to believe that there may be unstable subsoils or unstable slopes in the area in which a site, upon which a building is to be erected, is situated, it shall so inform the applicant.

(2) Whether or not such local authority has informed such applicant in terms of sub regulation (1), the applicant shall, if any unstable soil or unstable slope is evident within the boundaries of such site, submit to the local authority particulars specifying the measures he considers necessary to make provision for any differential movements or other effects which could be detrimental to such building and the local authority may require such particulars to be prepared by a professional engineer or other approved competent person.

(3) The measures contemplated in sub regulation (2) shall be applied in the erection of such building.

F4 PREPARATION OF SITE

(1) Before any foundation is laid the area to be covered by any building shall be properly cleared of vegetable matter, tree stumps, timber and other cellulose material, debris or refuse and any material contaminated with faecal matter.

(2) Where any site upon which any building is to be erected is waterlogged or saturated, or where any building is to be so situated that water will drain naturally towards it, drainage shall be provided to direct such water away from such site or building to a storm water drain or to dispose of it in some other safe approved manner.

F5 SOIL POISONING

Where so required by the local authority, the soil in all areas within the site as defined in code of practice SANS 10124 shall be treated in accordance with the recommendations of SANS 10124.

H1 GENERAL REQUIREMENT

(1) The foundation of any building shall be designed to safely transmit all the loads from such building to the ground.

J1 GENERAL REQUIREMENT

(1) Any floor of any building shall -

- a) be strong enough to safely support its own weight and any loads to which it is likely to be subjected; and
- (b) have a fire resistance appropriate to its use and where required, be non-combustible.

(2) The floor of any laundry, kitchen, shower-room, bathroom or room containing a WC pan or urinal shall be water-resistant.

(3) Any suspended timber floor in a building shall be provided with adequate under-floor ventilation.

(4) Where any concrete floor slab is supported on ground or filling such floor shall be so constructed that any moisture present in such ground or filling is prevented from penetrating such concrete floor slab.

K1 STRUCTURAL STRENGTH AND STABILITY

Any wall shall be capable of safely sustaining any loads to which it is likely to be subjected and in the case of any structural wall such wall shall be capable of safely transferring such loads to the foundations supporting such wall.

K2 WATER PENETRATION

Any wall shall be so constructed that it will adequately resist the penetration of water into any part of the building where it would be detrimental to the health of occupants or to the durability of such building.

K3 ROOF FIXING

Where any roof truss, rafter or beam is supported by any wall provision shall be made to fix such truss, rafter or beam to such wall in a secure manner that will ensure that any forces to which the roof may normally be subjected will be transmitted to such wall.

K4 BEHAVIOUR IN FIRE

Any wall shall have combustibility and fire resistance characteristics appropriate to the location and use of such wall.

L1 GENERAL REQUIREMENT

The roof of any building shall be so constructed that it will -

- (a) resist any forces to which it is likely to be subjected;
- (b) be durable and waterproof;
- (c) not allow the accumulation of any rainwater upon its surface; and
- (d) as part of a roof and ceiling assembly provide adequate height in any room immediately below such assembly.

L2 FIRE RESISTANCE AND COMBUSTIBILITY

The fire resistance of any roof or roof and ceiling assembly complete with light fittings or any other component which penetrates the ceiling, shall be appropriate to its use and where necessary such roof or roof and ceiling assembly shall be non-combustible.

M1 GENERAL REQUIREMENT

(1) Any stairway, including any wall, screen, railing or balustrade to such stairway, shall be capable of safely sustaining any loads to which it is likely to be subjected and shall permit safe movement of persons from floor to floor.

(2) Any such stairway shall have dimensions appropriate to its use.

M2 FIRE REQUIREMENT

A stairway contemplated in regulation M1 shall comply with the relevant requirements in Part T of these regulations.

N1 TYPE AND FIXING OF GLAZING

- (1) Any material used in the glazing of any building shall be of a secure and durable type and shall be fixed in a manner and position that will ensure that it will -
 - (a) safely sustain any wind loads to which it is likely to be subjected;
 - (b) not allow penetration of water to the interior of the building; and
 - (c) be apparent, in the case of clear glazing, to any person approaching such glazing.
- (2) Glass, plastics and organic coated glass shall be selected in order to provide, in the case of human impact, a degree of safety appropriate in relation to -
 - (a) the position of the glazed area; and
 - (b) the number and likely behaviour pattern of persons expected to be in close proximity to such glazed area.

NN2 INSTALLATION OF GLAZING

NN2.1 In any vertical glazing installation, any pane of glass and the fixing of such pane shall comply with the following requirements:

- (a) Where such pane is to be exposed to the effect of wind, the thickness of such pane in relation to its area shall be in accordance with SANS 10137;
- (b) Such pane shall be fixed in the frame in accordance with any suitable method described in SANS 10137 and such frame shall be so installed that it is capable of sustaining the total wind load for which such pane was designed; and
- (c) Notwithstanding the requirements of paragraph (a), the nominal thickness of a pane of glass shall be not less than that given in Table 1.

TABLE 1 - GLASS DIMENSIONS

1	2
Nominal glass thickness, mm	Maximum size of pane, m ²
3	0,75
4	1,5
5	2,1
6	3,2

NN2.2 Any pane of glass, not being a door leaf contemplated in sub rule **NN2.3**, which is to be installed without the support of a frame, shall be in accordance with SANS 10137.

NN2.3 Any door leaf made entirely of glass which is not fully contained in a frame shall be in accordance with SANS 10137: Provided that such requirements shall not apply to any cupboard door.

NN2.4 Where clear glazing is used and is not likely to be apparent to or suspected by any person approaching it, such glazing shall bear markings which shall render such glazing apparent to such person.

NN3 SAFETY GLAZING

NN3.1 Any pane of glass installed in any door shall, where not made of safety glass, be not more than 1 m² in area and shall have a nominal thickness of not less than 6 mm .

O1 LIGHTING AND VENTILATION REQUIREMENT

(1) Any habitable room, bathroom, shower-room and room containing a WC pan or urinal, or any room which is a parking garage shall be provided with a means of lighting and ventilation which will enable such room to be used, without detriment to health or safety or causing any nuisance, for the purpose for which it is designed.

O2 SPECIAL PROVISION OF NATURAL LIGHTING

Any habitable room in any dwelling house or dwelling unit, or any bedroom in any building used for residential or institutional occupancy shall, notwithstanding the provision of artificial lighting, be provided with at least one opening for natural light in accordance with sub regulation **O1(1)**.

O7. FIRE REQUIREMENTS

In addition to the requirements of this Part, lighting and ventilation shall be provided to comply with Part T of these regulations.

P1. COMPULSORY DRAINAGE OF BUILDINGS

- (1)** **(a)** Where in respect of any building a suitable means of disposal of waterborne sewage is available the owner of such building shall provide a drainage installation.
(b) Where there is no such means of disposal, sewage shall be disposed of in accordance with Part Q of these regulations.
- (2)** **(a)** Where a sewer is or becomes available for the drainage of such building the owner of such building shall, at his own cost, lay, alter or extend any drain serving such building to terminate at a location and level as prescribed by the local authority for the connection to such sewer.
(b) In the case of any existing building the local authority shall serve a notice, in writing, upon the owner stating the period within which the connection contemplated in paragraph **(a)** shall be made.
- (3)** Where a connecting sewer has been provided to any site the owner of such site shall cause all sewage discharged from any building on such site to be conveyed by a drain to such connecting sewer.
- (4)** Where the owner of such building fails to lay, alter or extend any drain in terms of sub regulation **(2)** the local authority may lay, alter or extend such drain and recover the costs thereof from the owner: Provided that the local authority shall, before carrying out such work give not less than 14 days notice to such owner of its intention to carry out such work.
- (5)** Any owner who fails to comply with any requirement of sub regulation **(1)** or **(2)**, shall be guilty of an offence.

P2. DESIGN OF DRAINAGE INSTALLATIONS

- (1)** Any drainage installation in any building shall be so designed and constructed that -
 - (a)** an adequate number of sanitary fixtures is provided in relation to the population and class of occupancy of such building;
 - (b)** such installation is capable of carrying the design hydraulic load;
 - (c)** such installation is capable of discharging into any common drain, connecting sewer or sewer provided to accept such discharge;
 - (d)** all components and materials used in such installation are watertight;
 - (e)** no nuisance or danger to health will be caused as a result of the operation of any such installation;
 - (f)** any drain in such system is of such strength, having regard to the manner in which it is bedded or supported, that it is capable of sustaining the loads and forces to which it may normally be subjected and that it is, where necessary, protected against any damage;
 - (g)** all sanitary fixtures are so located that they are easily accessible to those persons they are intended to serve;
 - (h)** any necessary inspection, cleaning and maintenance required may be performed through the means of access provided.

P3. CONTROL OF OBJECTIONABLE DISCHARGE

- (1)** No person shall cause or permit sewage discharged from any sanitary fixture to enter -
 - (a)** any storm water drain, storm water sewer or excavated or constructed watercourse;
 - (b)** subject to the Water Act, 1956 (Act No. 54 of 1956), any river, stream or natural watercourse whether ordinarily dry or otherwise; or
 - (c)** any street or other site.
- (2)** No person shall cause or permit storm water to enter any drainage installation on any site.
- (3)** The local authority may by notice in writing order the owner of any site to execute, at his own cost, any precautionary measures required by the local authority to prevent such entry contemplated in sub regulation **(1)** or **(2)**, as the case may be.
- (4)** No person shall, without the written permission of the local authority, discharge or cause the discharge of any water from a swimming pool, fountain or reservoir, either directly or indirectly, onto any public street or public place, or onto any site other than onto the site upon which such swimming pool, fountain or reservoir is situated.
- (5)** Any person who contravenes or permits the contravention of any requirement of this regulation or fails to comply with a notice served on him in terms of sub regulation **(3)**, shall be guilty of an offence.

P6. UNAUTHORIZED DRAINAGE WORK

- (1)** Unless authorized by the local authority -
 - (a)** no person shall in any manner interfere with any sewer or connecting sewer;

- (b) no person shall break into or interfere with any part of a drainage installation other than for the purpose of repair and maintenance.
- (2) Any person who carries out or permits the carrying out of any unauthorized work contemplated in this regulation, shall be guilty of an offence.

P7. INSPECTION AND TESTING OF DRAINAGE INSTALLATIONS

- (1) Any drain, discharge pipe or ventilating pipe shall be so installed as to be capable of withstanding the test pressures contemplated in rule **PP26** or **PP27**, as the case may be, contained in section 3 of SANS 10400 and such tests shall be carried out in the presence of the building control officer of, or other officer duly authorized by, the local authority.
- (2) Any equipment, material or labour required for any inspection or any testing contemplated in Part P of these regulations shall be made available by the person installing such pipe or drain.
- (3) No person shall put into use any drainage installation before such installation has been inspected, tested and passed by the local authority as complying with these regulations.
- (4) Any person who contravenes the requirement of sub regulation (3), shall be guilty of an offence.

Q1. MEANS OF DISPOSAL

Where water-borne sewage disposal is not available other means of sewage disposal shall be permitted by the local authority: Provided that in the case of chemical or pail closets a satisfactory means is available for the removal and disposal of sewage from such closets.

Q2. PERMISSION

No person shall construct any pit latrine without the permission of the local authority.

Q3. CONSTRUCTION, SITING AND ACCESS

- (1) Any such other means of sewage disposal shall be so constructed, sited and provided with access that the health and convenience of persons using such means shall not be adversely affected.
- (2) The number of sanitary receptacles shall be adequate for the population of the building served by such receptacles.

R1. STORMWATER DISPOSAL REQUIREMENT

- (1) The owner of any site shall provide an approved means for the control and disposal of accumulated stormwater which may run off from any earthworks, building or paving.
- (2) Such means of stormwater disposal may be in addition to or in combination with any drainage works required in terms of regulation **F4(2)**.

R2. SAVING

- (1) These regulations shall not be construed to require the installation in any building of any roof gutter or down pipe where other suitable means has been provided to ensure the disposal or dispersal away from such building of rainwater from the roof of such building.
- (2) The regulations in this Part shall not apply to any site used exclusively for the erection of any dwelling house or any building appurtenant thereto: Provided that where, due to special site features, the discharge of stormwater from such site may cause significant damage, the local authority may require compliance with regulation **R1**.

T1. GENERAL REQUIREMENT

- (1) Any building shall be so designed, constructed and equipped that in case of fire -
 - (a) the protection of occupants or users therein is ensured and that provision is made for the safe evacuation of such occupants or users;
 - (b) the spread and intensity of such fire within such building and the spread of fire to any other building will be minimized;
 - (c) sufficient stability will be retained to ensure that such building will not endanger any other building: Provided that in the case of any multi-storey building no major failure of the structural system shall occur;
 - (d) the generation and spread of smoke will be minimized or controlled to the greatest extent reasonably practicable; and
 - (e) adequate means of access and equipment for detecting, fighting, controlling and extinguishing such fire is provided.

Annexure 4: NHBRC Technical Requirements

The technical requirements published in regulation R1406 of the Housing Consumer Protection Measures Act (1 December 1999), which are reproduced in the Home Building Manual, are as follow.

1 Structural strength and stability

1.1 General

All housing units and any structural element or component thereof shall be designed and constructed to provide strength and stability, for the lifetime of the structure, in accordance with current, accepted standards of good practice. All timber to be used in a building shall comply with the requirements of SANS 1005, and shall bear the certification mark of SABS or the acceptable certification mark of any other standards authorities.

1.2 Foundations (Substructure)

Foundations shall be designed and constructed to transmit loads from superstructures to soil horizons safely and without causing excessive movement or distress in the elements, which they support.

1.3 Floors and Stairways

Floors and stairways shall be designed and constructed to carry their own dead loads, in addition to any live loads which they are likely to be subjected, safely and without undue deformation and distress.

1.4 Walls (Superstructure)

Walls shall be designed and constructed to safely withstand any load to which they are likely to be subjected without impairing weather tightness and without undue deformation and distress.

1.5 Roofs

Roofs and their components shall be designed and constructed to safely resist any forces to which they are likely to be subjected and without the roof construction or covering becoming detached from its respective supporting structure.

2 Serviceability.

2.1 General

All housing units and any structural element or component thereof shall be durable, resist water penetration and prevent condensation which may adversely affect fitness for purpose, and withstand any loads to which they are likely to be subjected without undue deflection, distortion or cracking, over the lifetime of the structure.

2.2 Foundations (Substructure)

Foundations shall be designed and constructed to resist differential displacement and to prevent the passage of moisture to the interior of housing units.

2.3 Walls (Superstructure)

Walls shall be designed and constructed to resist the penetration of water into the interior of housing units.

2.4 Roofs

Roofs shall be designed and constructed to resist rain penetration and to avoid the accumulation of rainwater thereon.

3 Behaviour in Fire

The combustibility and fire resistance characteristics of all floors, walls, roofs and ceiling assemblies shall be appropriate to the location and use of such elements.

4 Materials

Materials used in the construction of housing units shall be sufficiently durable and of a suitable quality for the purpose for which they are to be used.

5 Drainage

Drainage installations shall be designed and constructed so that the installation is capable of carrying the hydraulic design load and of being easily maintained.

6 Storm water Disposal

Suitable means, preferably of a fail-safe nature, shall be provided for the control and disposal of storm water in a manner which does not result in soil erosion or flooding which may detrimentally affect the structural performance of housing units.

Annexure 5: Specification data

The following specification data is required for procurement purposes.

1 Variations to the generic specification, if any

Delete and replace clauses or amend wording as deemed necessary.

Example: It may be necessary to amend the text to make provision for temporary VIPs as the text currently makes provision for permanent pit linings.

2 Contract specific data

2.1 Mandatory attributes

Delete the data options that are not applicable / complete as indicated:

Attribute	Reference	Guidance on data required
Condensation	5.3	Indicate: Location: within SCCP Area / outside of SCCP Area Indicate: User performance level: 1 / 2 (if in within SCCP Area)
Fire safety	5.3	Indicate: User performance level: 1 / 2
Functionality (lighting)	5.5.11	Indicate: User performance level: 1 / 2
Functionality (ventilation)	5.5.12	Indicate: User performance level: 1 / 2
Moisture penetration (resistance to rain penetration)	5.6.1	Indicate: User performance level: 1 / 2
Sanitation (sanitary fittings)	5.7.1.1	Indicate: User performance level: 1 / 2
Sanitation options	5.7.1.1 5.7.2 5.7.3 5.7.4 5.7.5 5.7.6	Indicate acceptable options: Waterborne sanitation Septic Tank Conservancy tank On-site digester: French drain / small bore sewer Ventilated improved pit latrine
Structural safety (hail)	Table 6 (roof)	Indicate: User performance level: 1 / 2
Structural safety (soft body impacts)	Table 6 (walls)	Indicate: User performance level: 1 / 2
Structural safety (Sharp body impacts)	Table 6 (walls)	Indicate: User performance level: 1 / 2
Structural safety (Fittings)	Table 6 (walls)	Indicate: Nominate safe load for shelving, if required.
Structural serviceability (tilt)	Table 7 (house structure)	Indicate: User performance level: 1 / 2
Structural serviceability (settlement)	Table 7 (house structure)	Indicate: User performance level: 1 / 2
Structural serviceability (deflection)	Table 7 (roof)	Indicate: User performance level: 1 / 2
Structural serviceability (deflection)	Table 7 (walls)	Indicate: User performance level: 1 / 2
Structural serviceability (ground movements)	Table 7 (walls)	Indicate: Category of expected damage: 0 / 1 / 2

Structural serviceability (deflection)	Table 7 (floors)	Indicate: User performance level: 1 / 2
Structural serviceability (indirect actions)	Table 7 (floors)	Identify which floor areas are to be covered with carpets and flexible floor coverings / semi flexible or rigid tiles or indicate Category of expected damage: 0 / 1 / 2
Structural serviceability (deflection)	Table 7 (floors)	Indicate: Category of expected damage: 0 / 1 / 2

2.2 Optional attributes

Indicate which of the following optional attributes are applicable:

Attribute	Reference	Guidance on data required
Acoustic (general)	5.9	Indicate if required.
Construction accuracy	5.10	Indicate if required, and if so: User Performance level 1 or 2
Water saving measures	5.11	Indicate if required.

Annexure 6: Community preference schedule

The community choices / performance expectations should be captured in the following schedule. This schedule should serve as the briefing to designers. The tabulation of the importance of desirable requirements and the attainment of superior user performance levels should form part of the tender evaluation criteria where the turnkey contracting strategy is pursued. This approach will reward tenderers who undertake to satisfy community preferences.

Communities should indicate their preferences in respect of the following. A weighting should be attached to each option selected to indicate the relative importance attached to the option. The sum of all weightings should equal 100.

Tenderers should be required to provide an undertaking that not less than 90% of houses in a development shall satisfy a nominated parameter to qualify for a preference. The preference schedule should form part of any contract entered into.

Part A: Basic parameters

Consideration	Issue	Parameter	Tick appropriate option	Weighting
Floor area	Size of house	32,5 m ²		
		35,0 m ²		
		37,5 m ²		
		40,0 m ²		
		42,5 m ²		
		45,0 m ²		
Toilet	Location	Internal		
		External		
Sanitation system	Type	None		
		Waterborne		
		Septic Tank		
		Conservancy tank		
		On-site digester		
		Ventilated improved pit latrine		
Community facilities	Expenditure of any residual subsidy amounts	Other (specify)		
		Community hall		
		Other (specify)		
		None		
Construction type	Easy to extend	Traditional materials ie concrete floors, masonry walls and timber roof trusses		
		Other (specify)		
Construction materials (only complete if the preference is for the use of traditional materials)	Preference for appearance	Masonry walls (plastered)		
		Masonry walls (face)		
		Masonry walls (bagged)		
		Sheeted roof		
		Tiled roof		
		Mono-pitched roofs		
		Pitched roof		
		Gable ends		
		No gable ends		
		Flat roof		
Storeys	Preference	Single storey		
		Double storey		

Erf size		Less than 100 m ²		
		150 m ²		
		200 m ²		
		250 m ²		
		300 m ² or greater		
Variation in houses	Aesthetics	3 or more different floor plans		
		5 different floor plans		
		Different colour		
		Different roof types		

Part B: Parameters associated with mandatory attributes

Mandatory Attribute	Reference	Parameter	Tick appropriate option	Weighting
Condensation	5.3	UPL 1		
		UPL2		
Fire safety	5.3	UPL 1		
		UPL2		
Functionality (lighting)	5.5.11	UPL 1		
		UPL2		
Functionality (ventilation)	5.5.12	UPL 1		
		UPL2		
Moisture penetration (resistance to rain penetration)	5.6.1	UPL 1		
		UPL2		
Sanitation (sanitary fittings)	5.7.1.1	UPL 1		
		UPL2		
Structural safety (hail)	Table 6 (roof)	UPL 1		
		UPL2		
Structural safety (soft body impacts)	Table 6 (walls)	UPL 1		
		UPL2		
Structural safety (Sharp body impacts)	Table 6 (walls)	UPL 1		
		UPL2		
Structural serviceability (tilt)	Table 7 (house structure)	UPL 1		
		UPL2		
Structural serviceability (settlement)	Table 7 (house structure)	UPL 1		
		UPL2		
Structural serviceability (deflection)	Table 7 (roof)	UPL 1		
		UPL2		
Structural serviceability (deflection)	Table 7 (walls)	UPL 1		
		UPL2		
Structural serviceability (ground movements)	Table 7 (walls)	CED 1		
		CED 2		
Structural serviceability (deflection)	Table 7 (floors)	UPL 1		
		UPL2		
Structural serviceability (indirect actions)	Table 7 (floors)	UPL 1		
		UPL2		

Note: UPL = user performance level
CED= Category of expected damage

Part C

Optional attributes

Optional Attribute	Reference	Parameter	Tick appropriate option	Weighting
Acoustic (general)	5.9	-		
Construction accuracy	5.10	UPL 1		
		UPL 2		
		House orientation option		
		Roof overhang option		
		House planning option		
		Thermal performance option		
Water saving measures	5.11	-		

ANNEX 11

(LEGACY ASSETS)



Bidders are encouraged during their due diligence exercise to identify Legacy Assets that will form part of their RFP Bid.

The Institution may also make available a list of Legacy Assets through Briefing Notes prior to the RFP Bid Submission Date (should such information be found).

Part 2

SECURITY

The Private Party is Required to Design and Issue a Security Management Plan for the Residential Development Erf 3339 Knysna. **“The Fisher Haven”**.

ANNEX 12

(URBAN DESIGN GUIDELINES)

The Guide: This is not an absolute document, and the Bidder is called upon to do his/her/its Due Diligence.

<https://www.knysna.gov.za/wp-content/uploads/2019/08/Final-Report-Submitted-April-2010.pdf>

- Y. Bidders are advised that they will be required, as part of their RFP Bids, to propose and submit a robust financial proposal and model for the financing of the Project.

(i) Procurement framework and timelines

- The procurement process is designed to be fair, equitable, transparent, competitive and cost effective and will be executed in terms of the prevailing procurement policies and practices of the Institution.
- The Institution may, after the evaluation of the RFP Bids, in its sole and absolute discretion, initiate a BAFO process prior to securing TVR III from National Treasury.
- The Preferred Bidder is required to prepare and finalise all Project Documents (with the exception of the PPP Agreement where the responsibility remains with the Institution).
- The PPP Agreement will be signed by the Institution and the Private Party after TAIH has been obtained.

(ii) Environmental Aspects

- Construction of the Project is not one of the activities listed in the Environmental Conservation Act as being potentially harmful to the environment. Given the brownfields nature of the Project, no requirements for environmental scoping or environmental impact assessment study are contemplated for this Project, however each Bidder will nonetheless be required to conduct its own environmental due diligence to confirm this.
- No known contamination material have been established by the Institution but Bidders will be expected to satisfy themselves with regard to the risk of pollution and/or contamination and take the responsibility for compliance with legal requirements to deal with any contamination and/or pollution material.

(iii) Heritage aspects

- During the Feasibility study, the Institution identified issues of heritage and history as critical perspectives for memorialisation and preservation in the Project. The Institution has mandated that a plan, sensitive to the history and development of the city, as well as the historical structures within the Erf 3339 Knysna Residential Complex be articulated by the Bidders.
- A Section 38 Heritage Impact Assessment (**HIA**) for the Residential Complex has been compiled, as required by the National Heritage Resources Act (**NHRA**) and is available in the DataRoom.
- The HIA has been approved by the Provincial Heritage Resources Authority of Knysna (**PHRA-G**) and the Bidders must adhere to the approved guidelines within the HIA on how to develop, celebrate and conserve heritage within the Erf 3339 Knysna Residential Complex as well as each building. Correspondence in this regard is available in the Data Room.
- Bidders are required to comply with the Development and Heritage Management Guidelines outlined in the HIA attached hereto as Annex 9 (Heritage Impact Assessment Document).
- All proposed work must be reviewed by Johannesburg Heritage Foundation and approved by PHRA-G prior to commencement, as per recommendations contained in the approved HIA.

(iv) Bidder's due diligence

A Bidder must perform an appropriate due diligence on technical, legal, financial, environmental, town planning, heritage and other matters relevant to the Project.

- **Data Room**

The Institution will make the Data Room available to the Bidders to enable them to obtain additional information for the purpose of completing their RFP Bids. The various documents relating to, inter alia, the approvals for the Project, the Project Site due diligence and Institution policies are available in the Data Room.

The information provided in the Data Room is not an exhaustive list of all documentation and information produced in connection with the Project, nor is it the only information which may be applicable to a Bidder. The Institution reserves the right to add information to the Data Room as such information becomes available as well as to remove or revise documents. Bidders will be notified, in writing, of all changes made to the Data Room. Each Bidder must satisfy itself that it has obtained access to all material and information which may affect its RFP Bid.

Appointments to obtain access to the Data Room must be made at least 24 hours in advance with the Project Officer and only one Bidder will be allowed at a time.

- **Location of the Data Room**

The Data Room will be located at:

Knysna Tourist Building.

and will be accessible from 09:00am to 16:00pm between on any Business Day. Visits to the Data Room may be made by appointment only to the Project Officer. The request for an appointment to be addressed to the Project Officer on the following contact details:

The Project Officer: RAYMOND MAKHUBEDU
Email: raymond@krmsconsulting.co.za

- **Information provided in the Data Room**

The Data Room information will be made available to the Bidders in the Data Room created for the purpose of the Erf 3339 Knysna Residential Development Project. The Bidders shall be notified by way of Briefing Notes of any additions to the Data Room.

- **No representation of warranties**

While all reasonable care has been taken in preparing the information in the Data Room, the information contained therein does not purport to be comprehensive or to have been verified by the Institution or the Advisory Team or any other person. Accordingly, neither the Institution nor any of the Advisory Team accepts any liability or responsibility for the adequacy, accuracy or completeness of any of the information therein. A Bidder, at its own cost, is to perform its own investigations to satisfy itself as to the adequacy, accuracy or completeness of the information provided.