



## BID NOTICE

**STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 09/26: THE APPOINTMENT OF AN IMPLEMENTING AGENT FOR THE DEVELOPMENT OF BNG AND GAP HOUSING FOR PHASES 2 AND 3 ON THE REMAINDER OF PORTION 7 OF THE FARM 527, JAMESTOWN, STELLENBOSCH**

TENDER NUMBER: **B/SM 09/26**  
DESCRIPTION: **THE APPOINTMENT OF AN IMPLEMENTING AGENT FOR THE DEVELOPMENT OF BNG AND GAP HOUSING FOR PHASES 2 AND 3 ON THE REMAINDER OF PORTION 7 OF THE FARM 527, JAMESTOWN, STELLENBOSCH**  
CLOSING DATE: **22 September 2025**  
CLOSING TIME: **12h00: Bids will be opened in the Council Chambers or Supply Chain Management Boardroom.**  
CIDB: **The following CIDB class of construction works will be applicable to the Tender, in accordance with the sum tendered or value determined in accordance with regulation 25(7A) of the Construction Industry Development Regulations, 2004 (as amended) – As at 23 May 2019 - Class of Construction Works: CIDB grading of 7CE (Civil Engineering) and 7GB (General Building Works) or higher**

### **INFORMATION:**

**Tender Specifications:** **Lester Van Stavel at 021 808 8462: e-mail:**  
[Lester.VanStavel@ Stellenbosch.gov.za](mailto:Lester.VanStavel@ Stellenbosch.gov.za)  
**Bonga Ndzuzo at 021 808 8733: e-mail:**  
[Bonga.Ndzuzo@ Stellenbosch.gov.za](mailto:Bonga.Ndzuzo@ Stellenbosch.gov.za)

**SCM Requirements:** **Renae Bergstedt at 021 808 8588: e-mail:**  
[Renae.Bergstedt@ Stellenbosch.gov.za](mailto:Renae.Bergstedt@ Stellenbosch.gov.za)

**Office hours for collection: 08h00-15h30**

A Compulsory Clarification Meeting will be held on **12 September 2025**, at **10:00**, at the Stellenbosch Municipality Council Chamber, Main Building Entrance Foyer, 17 Plein Street in Stellenbosch, then to Portion 7 of Farm 527, Jamestown, Stellenbosch (the site: **33°59'01"S 18°50'35"E**). Tenderers who fail to attend the compulsory information session will be regarded as **non-compliant**

Tenders may only be submitted on the Tender document issued by Stellenbosch Municipality and must be valid for **180 days** after tender closing. Late, electronic format, telephonic or faxed Tenders will not be considered and Stellenbosch Municipality does not bind itself to accept the lowest bid or any of the tenders that has been submitted.

Sealed Tenders, with **“B/SM 09/26 THE APPOINTMENT OF AN IMPLEMENTING AGENT FOR THE DEVELOPMENT OF BNG AND GAP HOUSING FOR PHASES 2 AND 3 ON THE REMAINDER OF PORTION 7 OF THE FARM 527, JAMESTOWN, STELLENBOSCH”** clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex (Main Building between Town Hall and Municipal Library), Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

**NOTE:** This tender will be evaluated in terms of the General Conditions of Contract: CIDB, Supply Chain Management Policy and relevant specification as depicted in the document and also the Stellenbosch Preferential Procurement Policy effective from 16 January 2023 in accordance with the Preferential Procurement Regulations that was promulgated by the Minister of Finance on 04 November 2022 in Government Gazette No 47452.

The preferential points system applied is as follows: 90/10 in terms of the approved policy.

|  |           |
|--|-----------|
| <b>Price</b>                               | <b>90</b> |
| <b>B-BBEE status level of contribution</b> | <b>5</b>  |
| <b>Locality</b>                            | <b>5</b>  |

**Total points for Price, B-BBEE and locality 100**

The following conditions to Tender exist (failure to comply may result in your Tender being disqualified):

1. This Tender is subject to the general conditions of contract CIDB and special conditions for Tendering.
2. Relevant terms of reference.
3. Tenderers must be registered on the Central supplier database (CSD) if they wish to conduct business with the municipality.
4. No award will be made to tenderers whose tax status is non-compliant.
5. Tenders submitted must be in a sealed envelope clearly marked with the Tender number, placed in the tender box before closing time. Failure will result in the tender being invalid.

*Tender documents, in English, are available free of charge on the website: [www.stellenbosch.gov.za](http://www.stellenbosch.gov.za). Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, Town House Complex, 1<sup>st</sup> Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of **R795.00per document**.*

**Note:** The municipality will never contact you to pay money in exchange for the award of a tender.

G Mettler (Ms)  
**MUNICIPAL MANAGER**



## TENDER KENNISGEWING

**STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM 09/26: DIE AANSTELLING VAN 'N IMPLEMENTERINGSAGENT VIR DIE ONTWIKKELING VAN BNG- EN GAP-BEHUISING VIR FASE 2 EN 3 OP DIE REST VAN GEDEELTE 7 VAN DIE PLAAS 527, JAMESTOWN, STELLENBOSCH**

**TENDER NOMMER: B/SM 09/26**

**BESKRYWING: DIE AANSTELLING VAN 'N IMPLEMENTERINGSAGENT VIR DIE ONTWIKKELING VAN BNG- EN GAP-BEHUISING VIR FASE 2 EN 3 OP DIE REST VAN GEDEELTE 7 VAN DIE PLAAS 527, JAMESTOWN, STELLENBOSCH**

**SLUITINGSDATUM: 22 September 2025**

**TYD VAN SLUITING: 12h00.** Tenders sal oopgemaak word in die Raadsaal of in die Voorsieningskanaalbestuurs Raadsaal.

**KIOR:** Die volgende KIOR klas vir konstruksiewerk, in ooreenstemming met die totale bedrag getender of waarde bepaal in ooreenstemming met regulasie 25 (7A) van die Konstruksie-industrie Ontwikkelingsraad, Regulasies, 2004 (soos gewysig) op 23 Mei 2019, sal op die bod van toepassing wees. Tendersaars moet 'n **geskatte KIOR kontrakteurgradering** van ten minste van **7CE (Siviele Ingenieurswese) en 7GB (Algemene Bouwerke)** of hoër hê

### NAVRAE:

**Tender spesifikasies:** Lester Van Stavel by 021 808 8462: e-pos:

[Lester.VanStavel@stellenbosch.gov.za](mailto:Lester.VanStavel@stellenbosch.gov.za)

Bonga Ndzuzo by 021 808 8733: e-pos:

[Bonga.Ndzuzo@stellenbosch.gov.za](mailto:Bonga.Ndzuzo@stellenbosch.gov.za)

**Vkb vereistes:** Renae Bergstedt by 021 808 8588: e-pos:

[Renae.Bergstedt@stellenbosch.gov.za](mailto:Renae.Bergstedt@stellenbosch.gov.za)

**Kantoor Ure:** 08h00-15h30

'n Verpligte inligtingssessie sal gehou word op **12 September 2025**, om **10:00**, Stellenbosch Munisipaliteit Raadsaal, by die Hoofgebou Ingang Foyer, Pleinstraat 17, Stellenbosch, dan na die Gedeelte 7 van die Plaas 527, Jamestown, Stellenbosch (die terrein: **33°59'01"S 18°50'35"E**). Tendersaars wat versuim om die verpligte inligtingssessie by te woon, sal as nie-nakoming beskou word.

Tenders mag slegs ingedien word op die tenderdokumentasie verskaf deur Stellenbosch Munisipaliteit en moet geldig wees vir **180.dae** na die sluitingsdatum. Laat, elektroniese formaat of gefakse tenders sal nie aanvaar word nie en Stellenbosch Munisipaliteit is nie verplig om die laagste of enige tender wat ingedien word te aanvaar nie.

Verseëde tenders duidelik gemerk: **"B/SM 09/26 THE APPOINTMENT OF AN IMPLEMENTING AGENT FOR THE DEVELOPMENT OF BNG AND GAP HOUSING FOR PHASES 2 AND 3 ON THE REMAINDER OF PORTION 7 OF THE FARM 527, JAMESTOWN, STELLENBOSCH"** op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, (Hoofgebou tussen Stadsaal en Munisipale Biblioteek), Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooide stel tenderdokumente. Tendersaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

**LET WEL:** Hierdie tender sal geëvalueer word ingevolge die Algemene Kontrakvoorwaardes: CIDB, Voorsieningskanaal Bestuursbeleid and relevante spesifikasies, soos vervat in die tender dokument asook die Stellenbosch Voorkeurverkrygingsbeleid effektief vanaf 16 Januarie 2023 in samewerking met die Voorkeurverkrygingsregulasies wat op 04 November 2022 deur die Minister van Finansies in Staatskoerant No 47452 afgekondig is.

Die voorkeerpunte stelsel is soos volg gebaseer: 90/10 in terme van die goedgekeurde beleid:

|   |            |
|---|------------|
| <b>Prys</b>                                     | <b>90</b>  |
| <b>BBSEB status</b>                             | <b>5</b>   |
| <b>Ligging</b>                                  | <b>5</b>   |
| <b>Totale punte vir prys, B-BSEB en ligging</b> | <b>100</b> |

Die volgende voorwaardes vir Tender soos volg: (versuim om te voldoen, kan veroorsaak dat u Tender gediskwalifiseer word):

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes: CIDB
2. Toepaslike opdrag
3. Tenderaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
4. Geen toekenning sal gemaak word aan diensverskaffers wie se Belasting status ongeldig is.
5. Die tender wat ingedien moet word, moet in 'n verseëelde koevert wees wat duidelik gemerk is met die Tendernommer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.

*Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, Meenthuis Kompleks, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamefooi van **R795.00 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad [www.stellenbosch.gov.za](http://www.stellenbosch.gov.za).*

**Let wel:** Die munisipaliteit sal jou nooit kontak om geld te betaal in ruil vir die toekenning van 'n tender nie.

G Mettler (Me)

**MUNISIPALE BESTUURDER**





**TENDER NO.: B/SM 09/26**

**THE APPOINTMENT OF AN IMPLEMENTING AGENT FOR THE DEVELOPMENT OF BNG  
AND GAP HOUSING FOR PHASES 2 AND 3 ON THE REMAINDER OF PORTION 7 OF  
THE FARM 527, JAMESTOWN, STELLENBOSCH**

**PROCUREMENT DOCUMENT**

|  |                 |                                     |                                    |
|--|-----------------|-------------------------------------|------------------------------------|
| <b>NAME OF TENDERER:</b>   |                 |                                     |                                    |
| <b>Total Bid Price<br/>(Inclusive of VAT)<br/>(refer to page 92)</b> |                 |                                     |                                    |
| <b>BBBEE LEVEL</b>   |                 |                                     |                                    |
| <b>CLAIM POINTS FOR</b>  | <b>LOCALITY</b> | <input type="checkbox"/> <b>YES</b> | <input type="checkbox"/> <b>NO</b> |

**DATE: AUGUST 2025**

**PREPARED AND ISSUED BY:**

Directorate: Finance:  
Supply Chain Management Unit  
Stellenbosch Municipality,  
PO Box 17, Stellenbosch, 7599

**CONTACT FOR ENQUIRIES  
REGARDING SPECIFICATIONS:**

**Lester Van Stavel**  
**Manager: Housing Development**  
Tel. Number: **021 808 8462**



## 1. TENDER NOTICE & INVITATION TO TENDER

### BID NOTICE

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**CIDB:** The following CIDB class of construction works will be applicable to the Tender, in accordance with the sum tendered or value determined in accordance with regulation 25(7A) of the Construction Industry Development Regulations, 2004 (as amended) – As at 23 May 2019 - **Class of Construction Works: CIDB grading of 7CE (Civil Engineering) and 7GB (General Building Works) or higher**

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the Preferential Procurement Regulations that was promulgated by the Minister of Finance on 04 November 2022 in Government Gazette No 47452.

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|--|------------|
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| <b>Total points for Price, B-BBEE and locality</b> | <b>100</b> |

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G Mettler (Ms)  
**MUNICIPAL MANAGER**



## TENDER KENNISGEWING

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**TENDER NOMMER: B/SM 09/26**

**BESKRYWING: DIE AANSTELLING VAN 'N IMPLEMENTERINGSAGENT VIR DIE ONTWIKKELING VAN BNG- EN GAP-BEHUISING VIR FASE 2 EN 3 OP DIE REST VAN GEDEELTE 7 VAN DIE PLAAS 527, JAMESTOWN, STELLENBOSCH**

**SLUITINGSDATUM: 22 September 2025**

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**KIOR:** Die volgende KIOR klas vir konstruksiewerk, in ooreenstemming met die totale bedrag getender of waarde bepaal in ooreenstemming met regulasie 25 (7A) van die Konstruksie-industrie Ontwikkelingsraad, Regulasies, 2004 (soos gewysig) op 23 Mei 2019, sal op die bod van toepassing wees. Tendersaars moet 'n **geskatte KIOR kontrakteurgradering** van ten minste van **7CE (Siviele Ingenieurswese)** en **7GB (Algemene Bouwerke)** of hoër hê

### **NAVRAE:**

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Tenders mag slegs ingedien word op die tenderdokumentasie verskaf deur Stellenbosch Munisipaliteit en moet geldig wees vir **180.dae** na die sluitingsdatum. Laat, elektroniese formaat of gefakse tenders sal nie aanvaar word nie en Stellenbosch Munisipaliteit is nie verplig om die laagste of enige tender wat ingedien word te aanvaar nie.

Verseëlde tenders duidelik gemerk: **"B/SM 09/26 THE APPOINTMENT OF AN IMPLEMENTING AGENT FOR THE DEVELOPMENT OF BNG AND GAP HOUSING FOR PHASES 2 AND 3 ON THE REMAINDER OF PORTION 7 OF THE FARM 527, JAMESTOWN, STELLENBOSCH"** op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, (Hoofgebou tussen Stadsaal en Munisipale Biblioteek), Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooië stel tenderdokumente. Tendersaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

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Die voorkeerpunte stelsel is soos volg gebaseer: 90/10 in terme van die goedgekeurde beleid:

|   |            |
|---|------------|
| <b>Prys</b>                                     | <b>90</b>  |
| <b>BBSEB status</b>                             | <b>5</b>   |
| <b>Ligging</b>                                  | <b>5</b>   |
| <b>Totale punte vir prys, B-BSEB en ligging</b> | <b>100</b> |

Die volgende voorwaardes vir Tender soos volg: (versuim om te voldoen, kan veroorsaak dat u Tender gediskwalifiseer word):

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes: CIDB
2. Toepaslike opdrag
3. Tendersaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
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**Let wel:** Die munisipaliteit sal jou nooit kontak om geld te betaal in ruil vir die toekenning van 'n tender nie.

G Mettler (Me)

**MUNISIPALE BESTUURDER**



**PART A  
INVITATION TO BID**

| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b> |   |               |                      |               |       |
|---|---|---------------|----------------------|---------------|-------|
| BID NUMBER:   | B/SM 09/26  | CLOSING DATE: | 22 SEPTEMBER<br>2025 | CLOSING TIME: | 12H00 |
| DESCRIPTION   | THE APPOINTMENT OF AN IMPLEMENTING AGENT FOR THE DEVELOPMENT OF BNG AND GAP HOUSING FOR PHASES 2 AND 3 ON THE REMAINDER OF PORTION 7 OF THE FARM 527, JAMESTOWN, STELLENBOSCH |               |                      |               |       |
| <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>     |   |               |                      |               |       |

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT **STELLENBOSCH MUNICIPALITY, TOWN HOUSE COMPLEX(MAIN BUILDING BETWEEN TOWN HALL AND MUNICIPAL LIBRARY), PLEIN STREET, STELLENBOSCH**

| <b>SUPPLIER INFORMATION</b>   |  |  |   |  |  |
|---|--|--|---|--|--|
| NAME OF BIDDER  |  |  |   |  |  |
| POSTAL ADDRESS  |  |  |   |  |  |
| STREET ADDRESS  |  |  |   |  |  |
| TELEPHONE NUMBER  | CODE   |  | NUMBER  |  |  |
| CELLPHONE NUMBER  |  |  |   |  |  |
| E-MAIL ADDRESS  |  |  |   |  |  |
| VAT REGISTRATION NUMBER   |  |  |   |  |  |
| TAX COMPLIANCE STATUS   | TCS PIN:   |  | <b>OR</b>   | CSD No:  |  |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]  | <input type="checkbox"/> Yes<br><input type="checkbox"/> No                                  |  | B-BBEE STATUS LEVEL SWORN AFFIDAVIT   | <input type="checkbox"/> Yes<br><input type="checkbox"/> No                              |  |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b> |  |  |   |  |  |
| 1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF]           |  | 2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER PART B:3 ]   |  |
| 3. TOTAL NUMBER OF ITEMS OFFERED  |  |  | 4. TOTAL BID PRICE  | R  |  |
| 5. SIGNATURE OF BIDDER  | .....  |  | 6. DATE   |  |  |
| 7. NAME AND SURNAME OF RESPONSIBLE PERSON   |  |  |   |  |  |
| 8. CAPACITY UNDER WHICH THIS BID IS SIGNED  |  |  |   |  |  |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>  |  |  | <b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>                            |  |  |
| DEPARTMENT  | SCM  |  | CONTACT PERSON  | Bonga Ndzuza   |  |
| CONTACT PERSON  | RENAE BERGSTEDT  |  | TELEPHONE NUMBER  | 021 808 8733   |  |
| TELEPHONE NUMBER  | 021 808 8588   |  | E-MAIL ADDRESS  | <a href="mailto:Bonga.Ndzuza@ Stellenbosch.gov.za">Bonga.Ndzuza@ Stellenbosch.gov.za</a> |  |
| E-MAIL ADDRESS  | <a href="mailto:Renaeburgstedt@ Stellenbosch.gov.za">Renaeburgstedt@ Stellenbosch.gov.za</a> |  |   |  |  |



**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

|   |  |
|---|--|
| <b>1. BID SUBMISSION:</b>   |  |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.  |  |
| 1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR SUBMITTED ONLINE</b>   |  |
| 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 16 January 2023, THE STELLENBOSCH SUPPLY CHAIN MANAGEMENT POLICY, THE GENERAL CONDITIONS OF CONTRACT (GCC, JBCC, FIDIC OR CIDB) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |  |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>   |  |
| 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.  |  |
| 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.   |  |
| 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN 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.  |  |
| 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.  |  |
| 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.  |  |
| 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.  |  |
| 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.   |  |
| <b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>  |  |
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?   | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.   |  |

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**  
**NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

NAME AND SURNAME

.....

DATE

.....



---

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**STELLENBOSCH**  
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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## **PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY**



## 2. CHECKLIST

**PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:**

|  |     |    |  |
|--|-----|----|--|
| <b>Certificate of Clarification/Virtual Meeting Attendance</b> - Is the form duly completed and signed by both tenderer and agent of the Stellenbosch Municipality?  | Yes | No |  |
| <b>Authority to Sign a Bid</b> - Is the form duly completed and is a <b>certified copy</b> of the <b>resolution</b> attached?  | Yes | No |  |
| <b>MBD 4</b> (Declaration of Interest) - Is the form duly completed and signed?  | Yes | No |  |
| <b>MBD 5</b> - Is the form duly completed and signed?  | Yes | No |  |
| <b>MBD 6.1</b> (Preference Points claim form for purchases/services) - Is the form duly completed and signed?<br>Is a copy of the <b>B-BBEE Certificate</b> issued by a Verification Agency accredited by SANAS or the <b>original Sworn Affidavit</b> attached?<br>(NB! BBBEE CERTIFICATES CAN BE VERIFIED WITH THE VERIFICATION AGENCY BUT A SWORN AFFIDAVIT <b>MUST</b> BE AN ORIGINAL AND <b>NOT</b> A COPY TO BE ELIGIBLE FOR BBBEE POINTS)   | Yes | No |  |
| <b>MBD 8</b> (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?   | Yes | No |  |
| <b>MBD 9</b> (Certificate of Independent Bid Determination) - Is the form duly completed and signed?   | Yes | No |  |
| <b>MBD 10</b> (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed?<br>Are the <b>Identity numbers, residential addresses</b> and <b>municipal account numbers</b> of <b>ALL</b> members, partners, directors, etc. provided on the form as requested?<br>(NB! MUNICIPAL ACCOUNTS WILL BE VERIFIED AND USED AS BASIS FOR PREFERENCE POINTS SCORING IN TERMS OF THE STELLENBOSCH PREFERENTIAL PROCUREMENT POLICY. THE BUSINESS ADDRESS, LEASE AGREEMENT OR SWORN AFFADAVIT WILL BE THE BASIS FOR AWARDDING POINTS FOR LOCALITY) | Yes | No |  |
| <b>OHSA</b> (Occupational Health and Safety) - Is the form duly completed and signed?<br>Is a valid <b>Letter of Good Standing</b> from the Compensation Commissioner attached?  | Yes | No |  |
| <b>Form of Indemnity</b> - Is the form duly completed and signed?  | Yes | No |  |
| <b>Pricing Schedule</b> - Is the form duly completed and signed?   | Yes | No |  |
| <b>Form of Offer</b> - Is the form duly completed and signed? (If applicable)  | Yes | No |  |
| <b>Declaration by Tenderer</b> - Is the form duly completed and signed?  | Yes | No |  |



### 3. CLARIFICATION/VIRTUAL MEETING CERTIFICATE

I / We\*, the undersigned, certify that I / we\* have examined the Site for the Works and its surroundings for which I / we\* am / are\* submitting this Tender and have, as far as practicable possible, familiarized myself / ourselves\* with all information, risks, contingencies and other circumstances which may influence or affect my / our\* tender.

|                |  |           |  |
|----------------|--|-----------|--|
| NAME & SURNAME |  |           |  |
| CAPACITY       |  |           |  |
| NAME OF FIRM   |  |           |  |
| ADDRESS        |  |           |  |
|                |  |           |  |
|                |  |           |  |
| TELEPHONE NO   |  |           |  |
| E-MAIL         |  | SIGNATURE |  |

*NB: Please note that no latecomers will be allowed.*

*For all compulsory briefing sessions/site meetings/clarification meetings, bids received from interested bidders that did not attend the meeting or arrived later than predetermined date and time, will be **disqualified***



#### 4. AUTHORITY TO SIGN A BID

##### 1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

1.1. I, \_\_\_\_\_, the undersigned, hereby confirm that I am the sole owner of the business trading as \_\_\_\_\_.

OR

1.2. I, \_\_\_\_\_, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

|             |  |            |  |
|-------------|--|------------|--|
| SIGNATURE:  |  | DATE:      |  |
| PRINT NAME: |  |            |  |
| WITNESS 1:  |  | WITNESS 2: |  |

OR

##### 2. COMPANIES AND/OR CLOSE CORPORATIONS

- 2.1. If a Bidder is a **COMPANY**, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid
- 2.2. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a **resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

##### PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

|   |  |            |    |
|---|--|------------|----|
| Date Resolution was taken                             |  |            |    |
| Resolution signed by (name and surname)               |  |            |    |
| Capacity  |  |            |    |
| Name and surname of delegated Authorised Signatory    |  |            |    |
| Capacity  |  |            |    |
| Specimen Signature                                    |  |            |    |
| Full name and surname of ALL Director(s) / Member (s) |  |            |    |
| 1.  |  | 2.         |    |
| 3.  |  | 4.         |    |
| 5.  |  | 6.         |    |
| 7.  |  | 8.         |    |
| 9.  |  | 10.        |    |
| Is a COPY of the resolution attached?                 |  | YES        | NO |
| SIGNED ON BEHALF OF COMPANY / CC:                     |  | DATE:      |    |
| PRINT NAME:   |  |            |    |
| WITNESS 1:  |  | WITNESS 2: |    |



OR

### 3. PARTNERSHIP

We, the undersigned partners in the business trading as \_\_\_\_\_ hereby authorize Mr/Ms \_\_\_\_\_ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

| Full name of partner             |  |            | Signature |
|----------------------------------|--|------------|-----------|
|                                  |  |            |           |
|                                  |  |            |           |
|                                  |  |            |           |
|                                  |  |            |           |
|                                  |  |            |           |
| SIGNED ON BEHALF OF PARTNERSHIP: |  | DATE:      |           |
| PRINT NAME:                      |  |            |           |
| WITNESS 1:                       |  | WITNESS 2: |           |

OR

### 4. CONSORTIUM

We, the undersigned consortium partners, hereby authorize \_\_\_\_\_ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms. \_\_\_\_\_ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

| Full Name of Consortium Member   | Role of Consortium Member | % Participation | Signature |
|----------------------------------|---------------------------|-----------------|-----------|
|                                  |                           |                 |           |
|                                  |                           |                 |           |
|                                  |                           |                 |           |
|                                  |                           |                 |           |
|                                  |                           |                 |           |
| SIGNED ON BEHALF OF PARTNERSHIP: |                           | DATE:           |           |
| PRINT NAME:                      |                           |                 |           |
| WITNESS 1:                       |                           | WITNESS 2:      |           |



## 5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

**This returnable schedule is to be completed by JOINT VENTURES**

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. \_\_\_\_

authorized signatory of the Company/Close Corporation/Partnership (name) \_\_\_\_\_

\_\_\_\_\_, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

|                                 |  |             |  |
|---------------------------------|--|-------------|--|
| (i) Name of firm (Lead partner) |  |             |  |
| Address                         |  |             |  |
|                                 |  | Tel. No.    |  |
| Signature                       |  | Designation |  |

|                   |  |             |  |
|-------------------|--|-------------|--|
| (ii) Name of firm |  |             |  |
| Address           |  |             |  |
|                   |  | Tel. No.    |  |
| Signature         |  | Designation |  |

|                    |  |             |  |
|--------------------|--|-------------|--|
| (iii) Name of firm |  |             |  |
| Address:           |  |             |  |
|                    |  | Tel. No.    |  |
| Signature          |  | Designation |  |

|                   |  |             |  |
|-------------------|--|-------------|--|
| (iv) Name of firm |  |             |  |
| Address           |  |             |  |
|                   |  | Tel. No.    |  |
| Signature         |  | Designation |  |

**NOTE:** A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture, shall be appended to this Schedule.



## 6. STANDARD CONDITIONS OF TENDER (CIDB)

### F.1 General

#### F.1.1 Actions

**F.1.1.1** The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

**F.1.1.2** The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

*Note*

- 1) *A conflict of interest may arise due to a conflict of roles, which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
- 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty, which would in any way, affect any decisions taken.*

**F.1.1.3** The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

#### F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

#### F.1.3 Interpretation

**F.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

**F.1.3.2** These conditions of tender, the tender data and tender schedules, which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

**F.1.3.3** For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;





- 
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
  - d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
  - e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
  - f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

#### **F.1.4 Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non- receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

#### **F.1.5 Cancellation and Re-Invitation of Tenders**

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

#### **F.1.6 Procurement procedures**

##### **F.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

##### **F.1.6.2 Competitive negotiation procedure**

**F.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

**F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's



competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

**F.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

**F.1.6.2.4** The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

### **F.1.6.3 Proposal procedure using the two stage-system**

#### **F.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

#### **F.1.6.3.2 Option 2**

**F.1.6.3.2.1** Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

**F.1.6.3.2.2** The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

## **F.2 Tenderer's obligations**

### **F.2.1 Eligibility**

**F.2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

**F.2.1.2** Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

### **F.2.2 Cost of tendering**

**F.2.2.1** Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

**F.2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

### **F.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

### **F.2.4 Confidentiality and copyright of documents**




---

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

**F.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

**F.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

**F.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

**F.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

**F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

**F.2.10 Pricing the tender offer**

**F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

**F.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.

**F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

**F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

**F.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

**F.2.12 Alternative tender offers**

**F.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

**F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

---



**F.2.12.3** An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

**F.2.13 Submitting a tender offer**

**F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

**F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

**F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

**F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

**F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

**F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

**F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

**F.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

**F.2.15 Closing time**

**F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

**F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**F.2.16 Tender offer validity**



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- F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

**F.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

***Note:** Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

**F.2.18 Provide other material**

- F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
- F.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

**F.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

**F.2.20 Submit securities, bonds and policies**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

**F.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

**F.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

**F.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

**F.3 The employer's undertakings**

**F.3.1 Respond to requests from the tenderer**

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**F.3.1.1** Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

**F.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

### **F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

### **F.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

### **F.3.4 Opening of tender submissions**

**F.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

**F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its B-BBEE status level and time for completion for the main tender offer only.

**F.3.4.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.

### **F.3.5 Two-envelope system**

**F.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

**F.3.5.2** Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on B-BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.






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### **F.3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

### **F.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

### **F.3.8 Test for responsiveness**

**F.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

**F.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### **F.3.9 Arithmetical errors, omissions and discrepancies**

**F.3.9.1** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - ii) the summation of the prices.

**F3.9.2** The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
  - b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
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- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

### **F.3.10 Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

### **F.3.11 Evaluation of tender offers**

#### **F.3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

#### **F.3.11.2 Method 1: Price and Preference**

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for preference
- 3) Add the points scored for price and preference

#### **F.3.11.3 Method 2: Functionality, Price and Preference**

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have received the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below.

**The 80/20 point system for acquisition of services, works or goods up to Rand value of R50 million.**

The following formula must be used to calculate the points for price in respect of tender (including price quotation) with a rand value equal to, or above R30 000 and up to Rand value of R50 000 000 (all applicable taxes included):

$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where:

- $P_s$  = Points scored for price of bid under consideration;  
 $P_t$  = Price of bid under consideration; and  
 $P_{min}$  = Price of lowest acceptable tender or offer.

- 1) (a)(1) A maximum 10 (90/10)





preference points system), must be allocated for specific goals. These goals are :

- (i) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
  - (ii) Promotion of enterprises located in the municipal area (WCO24)
- 2) Regarding par 1(a)(1)(i) at least 50% of the 10 points must be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

| B-BBEE Status Level of Contributor | Number of Points for 90/10 Preference Points System |
|------------------------------------|---|
| 1                                  | 10  |
| 2                                  | 9   |
| 3                                  | 8   |
| 4                                  | 5   |
| 5                                  | 4   |
| 6                                  | 3   |
| 7                                  | 2   |
| 8                                  | 1   |
| Non-compliant contributor          | 0   |

- A tenderer must submit proof of its BBBEE status level contributor.
  - A tenderer failing to submit proof of BBBEE status level of contributor may only score in terms of the 80/90-point formula for price; and scores 0 points out of 10/5 BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.
- 3) Regarding par 1(a)(1)(ii) a maximum of 50% of the 20/10 points must be allocated to promote this goal. Maximum points will be allocated as follows.

| Locality of supplier                          | Number of Points for 80/20 Preference Points System | Number of Points for 90/10 Preference Points System |
|---|---|---|
| Within the boundaries of the municipality     | n/a   | 5   |
| Outside of the boundaries of the municipality | n/a   | 0   |

**The maximum will be proportionately adjusted depending on the number of points allocated for this goal. E.G., 40% will equate to 8/4 points.**

- 4) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:



- 5) Subject to paragraph 4.3.8 of “Standard for Uniformity in Procurement, April 2017”, the contract must be awarded to the tender who scores the highest total number of points.

**The 90/10 preference points system for acquisition of services, works or goods with a Rand value above R50 million**

- 5) (a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 000 000 (all applicable taxes included):

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

**Where:**

- $P_s$  = Points scored for price of bid under consideration;  
 $P_t$  = Price of bid under consideration; and  
 $P_{min}$  = Price of lowest acceptable bid.

- 6) (a)(i) A maximum of 10 (90/10 preference points system), must be allocated for specific goals. These goals are :
- (ii) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
- (iii) Promotion of enterprises located in the municipal area (WCO24)
- 7) Regarding par 6(a)(i) at least 50% of the 10 points must be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

| B-BBEE status level of contributor | Number of points |
|------------------------------------|------------------|
| 1                                  | 10               |
| 2                                  | 9                |
| 3                                  | 6                |
| 4                                  | 5                |
| 5                                  | 4                |
| 6                                  | 3                |
| 7                                  | 2                |
| 8                                  | 1                |
| Non-compliant contributor          | 0                |

- A tenderer must submit proof of its BBBEE status level contributor.
- A tenderer failing to submit proof of BBBEE status level of contributor may only score in terms of the 80/90-point formula for price; and



scores 0 points out of 10/5 BBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.

- 8) Regarding par 6(a)(1)(ii) a maximum of 50% of the 10 points must be allocated to promote this goal. Maximum points will be allocated as follows.

| Locality of supplier                          | Number of Points for 80/20 Preference Points System | Number of Points for 90/10 Preference Points System |
|---|---|---|
| Within the boundaries of the municipality     | n/a   | 5   |
| Outside of the boundaries of the municipality | n/a   | 0   |

The maximum will be proportionately adjusted depending on the number of points allocated for this goal. E.G., 40% will equate to 8/4 points.

- 5) (c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).
- 5) (d) The points scored by tender in respect of B-BBEE contribution must be added to the points scored for price as calculated
- 5) (e) Subject to paragraph 4.3.8 of “Standard for Uniformity in Procurement, April 2017”, the contract must be awarded to the tender who scores the highest total number of points.

#### F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

#### F.3.11.7 Scoring Price

Score price of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

**Where:**

$N_{FO}$  = the number of tender evaluation points awarded for price.

$W_1$  = the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

$A$  = a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

**Table F.1: Formulae for calculating the value of A**

| Formula | Comparison aimed at achieving  | Option 1 <sup>a</sup>                      | Option 2 <sup>a</sup> |
|---------|--|--|-----------------------|
| 1       | Highest price or discount  | $A = \left(1 + \frac{P - P_m}{P_m}\right)$ | $A = P / P_m$         |
| 2       | Lowest price or percentage commission / fee  | $A = \left(1 - \frac{P - P_m}{P_m}\right)$ | $A = P_m / P$         |
|         | <sup>a</sup> $P_m$ = is the comparative offer of the most favourable comparative offer.<br>$P$ = is the comparative offer of the tender offer under consideration. |  |                       |

#### F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are



not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

#### **F.3.11.9 Scoring functionality**

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_O / M_S$$

**Where:**

$S_O$  = the score for quality allocated to the submission under consideration;

$M_S$  = the maximum possible score for quality in respect of a submission; and

$W_2$  = the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

#### **F.3.12 Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

#### **F.3.13 Acceptance of tender offer**

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

#### **F.3.14 Prepare contract documents**

**F.3.14.1** If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

**F.3.14.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.

#### **F.3.15 Complete adjudicator's contract**




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Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

### **F.3.16 Notice to unsuccessful tenderers**

**F.3.16.1** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

**F.3.16.2** After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

### **F.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

### **F.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information, which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

### **F3.19 Transparency in the procurement process**

**F3.19.1** The cidb prescripts require that tenders must be advertised and be registered on the cidb i-Tender system.

**F3.19.2** The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

**F3.19.3** The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

**F3.19.4** The client must publish the information on a quarterly basis, which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

**F3.19.5** The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

**F3.19.6** Consultative Forum must be an independent structure from the bid committees. F3.19.7 The information must be published on the employer's website.

**F 3.19.8** Records of such disclosed information must be retained for audit purposes.

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## 7. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the “**Tender Number and Title**” clearly endorsed on the envelope, must be deposited in the **tender box** at the offices of the Stellenbosch Municipality, Plein Street, Stellenbosch.
2. The tender must be lodged by the Tenderer in the tender box in the Main Hall Entrance, Stellenbosch Municipal Offices, Plein Street, Stellenbosch

**PLEASE NOTE:**

- 2.1. Tenders that are deposited in the incorrect box will not be considered.
  - 2.2. Mailed, telegraphic or faxed tenders will not be accepted.
  - 2.3. Documents may only be completed in non-erasable ink.
  - 2.4. The use of correction fluid/tape is not allowed.
    - 2.4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
    - 2.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
  - 2.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
  - 2.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
- 3. Where the value of an intended contract (or company turnover) will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please ensure that provision is made for VAT in these instances. The TOTAL price tendered will remain fixed.**
- 3.1 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
  - 3.2 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Stellenbosch Municipality is **4700102181**.
- 3 Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
  - 4 Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
  - 5 Tenders shall be opened in public at the Stellenbosch Municipal Offices as soon as possible after the closing time for the receipt of tenders.
  - 6 The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; ALTERNATIVELY;
    - 6.1 That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
    - 6.2 The tenderer shall declare **all** the Municipal account numbers in the Stellenbosch Area for which




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the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.

**7. Negotiations for a fair market related price**

7.1 The award of the tender may be subject to price negotiation with the preferred tenderers.

**8 This bid will be evaluated and adjudicated according to the following criteria:**

- 8.1 Relevant specifications
- 8.2 Value for money
- 8.3 Capability to execute the contract
- 8.4 PPPFA & associated regulations

**9 Service Level Agreement**

The award of the tender is subject to the signing of a Service Level Agreement (SLA) between the successful bidder and Stellenbosch Municipality. The SLA will be based on the ***FIDIC Conditions of Contract for EPC/Turnkey Projects (Silver Book) 2nd Edition, 2017 reprinted 2022 with amendments*** and bidders should obtain a copy of the document to familiarize themselves with the conditions of this contract.

**10 Inclusion in contract with implementing agent**

If construction is still in progress over the year-end period of the Stellenbosch Municipality, being 30 June of each year, the Municipality should be furnished with a report / certificate at year-end (30 June), which details (a) The cumulative expenditure incurred up to 30 June for the project. (b) any details if the project is taking a significant longer period of time to complete than expected, including reasons for any delays. (c) details where construction or development has been halted either during the current or previous reporting period(s), including reasons for halting the construction or development of the asset/project.

**11 Centralised Supplier Database**

No Bids will be awarded to a bidder who is not registered on the Centralised Supplier Database (CSD).

The CSD supplier number starting with (MAAA) number is automatically generated by the Central Database System after successful registration and validation of a prospective service provider. This number is now a mandatory requirement, as referred to in regulation 14(1) (b) of the Municipal Supply Chain Management Regulations, as part of the listing criteria for accrediting a prospective service provider. Prospective suppliers should self – register on the CSD website at [www.csd.gov.za](http://www.csd.gov.za) Registration on the CSD will be compulsory in order to conduct business with the STELLENBOSCH MUNICIPALITY. Assistance with CSD Registration can be provided by contacting 021 808 8594 or [Nicolene.Hamilton@stellenbosch.gov.za](mailto:Nicolene.Hamilton@stellenbosch.gov.za)

**Centralised Supplier Database No. MAAA.....**





## 8. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
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 service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
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 or her representative                           |  |  |  |  |  |  |  |  |  |  |  |
| 3.2. | Identity Number  |  |  |  |  |  |  |  |  |  |  |  |
| 3.3. | Position occupied in the Company (director, shareholder <sup>2</sup> etc.) |  |  |  |  |  |  |  |  |  |  |  |
| 3.4. | Company Registration Number  |  |  |  |  |  |  |  |  |  |  |  |
| 3.5. | Tax Reference Number   |  |  |  |  |  |  |  |  |  |  |  |
| 3.6. | VAT Registration Number  |  |  |  |  |  |  |  |  |  |  |  |

|        |   |     |  |    |  |
|--------|---|-----|--|----|--|
| 3.7.   | Are you presently in the service of the state?                        | YES |  | NO |  |
| 3.7.1. | If so, furnish particulars:   |     |  |    |  |
|        |   |     |  |    |  |
| 3.8.   | Have you been in the service of the state for the past twelve months? | YES |  | NO |  |
| 3.8.1. | If so, furnish particulars:   |     |  |    |  |

<sup>1</sup> 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 of 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. an executive member of the accounting authority of any national or provincial public entity; or
- f. an employee of Parliament or a provincial legislature.

<sup>2</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.





|              |  |            |  |           |
|--------------|--|------------|--|-----------|
|              |  |            |  |           |
| <b>3.9.</b>  | <b>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?</b>  | <b>YES</b> |  | <b>NO</b> |
| 3.9.1.       | If so, furnish particulars:  |            |  |           |
|              |  |            |  |           |
| <b>3.10.</b> | <b>Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?</b>                             | <b>YES</b> |  | <b>NO</b> |
| 3.10.1.      | If so, furnish particulars:  |            |  |           |
|              |  |            |  |           |
| <b>3.11.</b> | <b>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</b>   | <b>YES</b> |  | <b>NO</b> |
| 3.11.1.      | If so, furnish particulars:  |            |  |           |
|              |  |            |  |           |
| <b>3.12.</b> | <b>Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</b>  | <b>YES</b> |  | <b>NO</b> |
| 3.12.1.      | If so, furnish particulars:  |            |  |           |
|              |  |            |  |           |
| <b>3.13.</b> | <b>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?</b> | <b>YES</b> |  | <b>NO</b> |
| 3.13.1.      | If so, furnish particulars:  |            |  |           |
|              |  |            |  |           |



| 3.14.                 | Please provide the following information on ALL directors/shareholders/trustees/members below: |                            |  |
|-----------------------|--|----------------------------|--|
| Full Name and Surname | Identity Number  | Personal Income Tax Number | Provide State <sup>3</sup> Employee Number |
|                       |  |                            |  |
|                       |  |                            |  |
|                       |  |                            |  |
|                       |  |                            |  |
|                       |  |                            |  |
|                       |  |                            |  |

|   |
|---|
| <b>NB:</b><br><b>a) PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)</b><br><b>b) PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.</b> |
|---|

#### 4. DECLARATION

I, the undersigned (name) \_\_\_\_\_, certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

|                   |  |      |  |
|-------------------|--|------|--|
| SIGNATURE         |  | DATE |  |
| NAME OF SIGNATORY |  |      |  |
| POSITION          |  |      |  |
| NAME OF COMPANY   |  |      |  |

<sup>3</sup> 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 of 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. an executive member of the accounting authority of any national or provincial public entity; or
- f. an employee of Parliament or a provincial legislature.



### 9. MBD5 – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

|  |     |      |    |  |
|--|-----|------|----|--|
| 1. Are you by law required to prepare annual financial statements for auditing?  | YES |      | NO |  |
| 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.  |     |      |    |  |
| 2. Do you have any outstanding undisputed commitments for municipal services towards a municipality 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 a municipality or other service provider in respect of which payment is overdue for more than 30 days.                 |     |      |    |  |
| 2.2. If yes, provide particulars.  |     |      |    |  |
|  |     |      |    |  |
| 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 |  |
| 3.1. 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? | YES |      | NO |  |
| 4.1 If yes, furnish particulars  |     |      |    |  |
|  |     |      |    |  |
| <b>CERTIFICATION</b><br>I, the undersigned (name) _____, certify that the information furnished on this declaration form is correct.<br><br>I accept that the state may act against me should this declaration prove to be false.      |     |      |    |  |
| SIGNATURE  |     | DATE |    |  |
| NAME (PRINT)   |     |      |    |  |
| CAPACITY   |     |      |    |  |
| NAME OF FIRM   |     |      |    |  |



## 10. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – PURCHASES/SERVICES 90/10

### NB:

Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 16 January 2023 and the Stellenbosch Preferential Procurement Policy 2025/2026

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution and any other applicable preference

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2
- a) The value of this bid is estimated to **exceed** R50 000 000 (all applicable taxes included) and therefore the 90/10 (delete whichever is not applicable for this tender) preference point system shall be applicable; or
- 1.3 Points for this bid shall be awarded for:
- (a) Price;
  - (b) B-BBEE Status Level of Contributor. and
  - (c) Locality of supplier
- 1.4 The maximum points for this bid are allocated as follows:

|  | POINTS     |
|--|------------|
| <b>PRICE</b>   | 90         |
| <b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>                              | 5          |
| <b>LOCALITY (See definitions)</b>                                      | 5          |
| <b>Total points for Price, BBEE and Locality (must not exceed 100)</b> | <b>100</b> |

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 Failure on the part of a bidder to submit proof of Locality together with the bid, will be interpreted to mean that preference points for Locality are not claimed.
- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner



required by the purchaser.

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“Locality”** means the local suppliers and/or service providers that business offices are within the Municipal area of Stellenbosch (WC024).
- (h) **“price”** includes all applicable taxes less all unconditional discounts;
- (i) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (j) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (k) **“Specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (l) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;



### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 4. POINTS AWARDED FOR PRICE

##### 4.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

**90/10**

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

Where

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

##### 4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

##### 4.3 POINTS AWARDED FOR PRICE

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

**90/10**

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

Where

- Ps = Points scored for price of bid under consideration  
 Pt = Price of bid under consideration  
 Pmax = Price of highest acceptable bid

### 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

5.1 In terms of Regulation 4 (2) and 5 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining a specific goal specified for the tender

5.2 The tendering conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, be attained.

5.3 A maximum 10 (90/10) preference points system), must be allocated for specific goals. These goals are :

(a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;

(b) Promotion of enterprises located in the municipal area (WCO24)



- 5.4 Regarding par 5.3 (a) at least 50% of the 10 points must be allocated to promote this goal and points will be allocated in terms of the BBEE scorecard as follows.

| <b>B-BBEE<br/>Level of Contributor</b> | <b>Status</b> | <b>Number of Points for<br/>90/10<br/>Preference<br/>Points System</b> |
|--|---------------|--|
| 1                                      |               | 10   |
| 2                                      |               | 9  |
| 3                                      |               | 8  |
| 4                                      |               | 5  |
| 5                                      |               | 4  |
| 6                                      |               | 3  |
| 7                                      |               | 2  |
| 8                                      |               | 1  |
| Non-compliant<br>contributor           |               | 0  |

- 5.5 A tenderer must submit proof of its BBEE status level contributor.
- 5.6 A tenderer failing to submit proof of BBEE status level of contributor –
- 5.6.1 may only score in terms of the 80/90-point formula for price; and
- 5.6.2 scores 0 points out of 10/5 BBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.
- 5.7 Regarding par 5.3 (b) a maximum of 50% 10 points must be allocated to promote this goal. Maximum points will be allocated as follows.

| <b>Locality of supplier</b>                   | <b>Number of<br/>Points for<br/>90/10<br/>Preference<br/>Points<br/>System</b> |
|---|--|
| Within the boundaries of the municipality     | 5  |
| Outside of the boundaries of the municipality | 0  |

## 6. BID DECLARATION

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution and/or Locality must complete the following:

## 7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 7.1 B-BBEE Status Level of Contributor: . = .....(maximum of 5)



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(Points claimed in respect of paragraph 7.1 must be substantiated by relevant proof of B-BBEE status level of contributor.)

7.2 Within the boundaries of Stellenbosch Municipality (WC024)?

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

Business Address - .....

.....

.....

(Points claimed in respect of paragraph 7.2 must be substantiated by relevant proof that the business premises is situated in the Municipal area of Stellenbosch (WC024). A valid municipal account or proof of valid lease agreement, or sworn affidavit must be attached)

## 8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise

| Designated Group: An EME or QSE which is at last 51% owned by:    | EME<br>√ | QSE<br>√ |
|---|----------|----------|
| Black people  |          |          |
| Black people who are youth  |          |          |
| Black people who are women  |          |          |
| Black people with disabilities                                    |          |          |
| Black people living in rural or underdeveloped areas or townships |          |          |
| Cooperative owned by black people                                 |          |          |
| Black people who are military veterans                            |          |          |
| <b>OR</b>   |          |          |
| Any EME   |          |          |
| Any QSE   |          |          |

## 9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....





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9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
  - ☐ One person business/sole propriety
  - ☐ Close corporation
  - ☐ Company
  - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
 .....  
 .....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
  - ☐ Supplier
  - ☐ Professional service provider
  - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

9.8 Total number of years the company/firm has been in business:.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor/Locality points has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –



- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

|                         |  |            |  |
|-------------------------|--|------------|--|
| SIGNATURE OF BIDDER(S): |  |            |  |
| WITNESS 1:              |  | WITNESS 2: |  |
| DATE:                   |  |            |  |
| ADDRESS:                |  |            |  |
|                         |  |            |  |
|                         |  |            |  |

**PLEASE COMPLETE IN FULL YOUR OWN AFFIDAVIT TO CLAIM POINTS**

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL (DRAFT EXAMPLE)  
(DO NOT USE. USE NEW/APPLICABLE TEMPLATE)**

I, the undersigned,

|                     |  |
|---------------------|--|
| Full name & Surname |  |
| Identity number     |  |

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.



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2. I am a Member / Director / Owner (Select one) of the following enterprise and am duly authorised to act on its behalf:

|  |   |
|--|---|
| <b>Enterprise Name:</b>                                |   |
| <b>Trading Name (If Applicable):</b>                   |   |
| <b>Registration Number:</b>                            |   |
| <b>Vat Number (If applicable)</b>                      |   |
| <b>Enterprise Physical Address:</b>                    |   |
| <b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b> |   |
| <b>Nature of Business:</b>                             |   |
| <b>Definition of "Black People"</b>                    | <p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <ul style="list-style-type: none"> <li>(a) who are citizens of the Republic of South Africa by birth or descent; or</li> <li>(b) who became citizens of the Republic of South Africa by naturalisation-             <ul style="list-style-type: none"> <li>i. before 27 April 1994; or</li> <li>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</li> </ul> </li> </ul>  |
| <b>Definition of "Black Designated Groups"</b>         | <p>"Black Designated Groups means:</p> <ul style="list-style-type: none"> <li>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</li> <li>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</li> <li>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</li> <li>(d) Black people living in rural and under developed areas;</li> <li>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</li> </ul> |

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
  - Black Youth % = \_\_\_\_\_%
  - Black Disabled % = \_\_\_\_\_%
  - Black Unemployed % = \_\_\_\_\_%
  - Black People living in Rural areas % = \_\_\_\_\_%
  - Black Military Veterans % = \_\_\_\_\_%
- Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of \_\_\_\_\_ (DD/MM/YYYY), the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

**NB!**

|                           |   |  |
|---------------------------|---|--|
| 100% Black Owned          | <b>Level One</b> (135% B-BBEE procurement recognition level)  |  |
| At least 51% Black Owned  | <b>Level Two</b> (125% B-BBEE procurement recognition level)  |  |
| Less than 51% Black Owned | <b>Level Four</b> (100% B-BBEE procurement recognition level) |  |

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date : \_\_\_\_\_

**NB! ORIGINALLY CERTIFIED/ NOT COPY**

\_\_\_\_\_  
Commissioner of Oaths

Signature & stamp

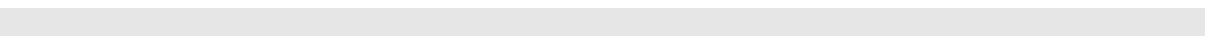
Date:



**EXAMPLE OF POINT SCORING AND ALLOCATION OF PREFERENCE POINTS (80/20) WHERE LOCALITY AS A GOAL IS INCLUDED. STELLENBOSCH PREFERENTIAL PROCUREMENT POLICY.**

| BIDDER     | PRICE    | BBBEE LEVEL (VALID) | BUSINESS PREMISES (IN WC024) |
|------------|----------|---------------------|------------------------------|
| TENDERER A | R 80 000 | 1                   | NO                           |
| TENDERER B | R 75 000 | 1                   | YES                          |
| TENDERER C | R 70 000 | 2                   | NO                           |

| BIDDER     | PRICE POINTS (Out of 80) | BBBEE POINTS (Out of 10) | LOCALITY POINTS (Out of 10) | TOTAL POINTS (Out of 100) |
|------------|--------------------------|--------------------------|-----------------------------|---------------------------|
| TENDERER A | 68.57                    | 10                       | 0                           | 78.57                     |
| TENDERER B | 74.29                    | 10                       | 10                          | 94.29                     |
| TENDERER C | 80                       | 9                        | 0                           | 89                        |



**11. MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

1. This Municipal Bidding Document must form part of all bids invited.
2. It 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.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - 3.1. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - 3.2. been convicted for fraud or corruption during the past five years;
  - 3.3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - 3.4. 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).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

|       |  |            |           |
|-------|--|------------|-----------|
| 4.1   | Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?<br><i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>  | <b>Yes</b> | <b>No</b> |
| 4.1.1 | If so, furnish particulars:  |            |           |
| 4.2   | 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)?<br><i>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i> | <b>Yes</b> | <b>No</b> |
| 4.2.1 | If so, furnish particulars:  |            |           |
| 4.3   | 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?   | <b>Yes</b> | <b>No</b> |



|       |  |            |           |
|-------|--|------------|-----------|
| 4.3.1 | If so, furnish particulars:  |            |           |
| 4.4   | 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? | <b>Yes</b> | <b>No</b> |
| 4.4.1 | If so, furnish particulars:  |            |           |
| 4.5   | 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?                         | <b>Yes</b> | <b>No</b> |
| 4.5.1 | If so, furnish particulars:  |            |           |

## 5. CERTIFICATION

I, the undersigned (full name), \_\_\_\_\_, certify that the information furnished on this declaration form 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.

|               |  |               |  |
|---------------|--|---------------|--|
| SIGNATURE:    |  | NAME (PRINT): |  |
| CAPACITY:     |  | DATE:         |  |
| NAME OF FIRM: |  |               |  |



## 12. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>4</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - 3.1. take all reasonable steps to prevent such abuse;
  - 3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

### CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

#### **STELLENBOSCH MUNICIPALITY**

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

<sup>4</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.





- 5.1. has been requested to submit a bid in response to this bid invitation;
  - 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - 5.3. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>5</sup> will not be construed as collusive bidding.
  7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    - 7.1. prices;
    - 7.2. geographical area where product or service will be rendered (market allocation)
    - 7.3. methods, factors or formulas used to calculate prices;
    - 7.4. the intention or decision to submit or not to submit, a bid;
    - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
    - 7.6. bidding with the intention not to win the bid.
  8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
  10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

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| SIGNATURE:    |  | NAME (PRINT): |  |
| CAPACITY:     |  | DATE:         |  |
| NAME OF FIRM: |  |               |  |

<sup>5</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



### 13. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

#### DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)

I, \_\_\_\_\_, \_\_\_\_\_ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Stellenbosch Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of \_\_\_\_\_ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

| PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER | MUNICIPAL ACCOUNT NUMBER |
|---|--------------------------|
|   |                          |
|   |                          |

#### FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:

| Director / Shareholder / partner | Physical address of the Business | Municipal Account number(s) | Physical residential address of the Director / shareholder / partner | Municipal Account number(s) |
|----------------------------------|----------------------------------|-----------------------------|--|-----------------------------|
|                                  |                                  |                             |  |                             |
|                                  |                                  |                             |  |                             |
|                                  |                                  |                             |  |                             |
|                                  |                                  |                             |  |                             |
|                                  |                                  |                             |  |                             |
|                                  |                                  |                             |  |                             |
|                                  |                                  |                             |  |                             |

**NB:** Please attach certified copy (ies) of ID document(s) and Municipal Accounts If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement or sworn affidavit must be submitted with this tender.

- PLEASE SUBMIT MUNICIPAL ACCOUNTS FOR THE FOLLOWING TWO MONTHS AFTER BID CLOSURE TO THE RELEVANT SCM PRACTITIONER SHOULD THE BID NOT BE AWARDED YET.

| Signature | Position | Date |
|-----------|----------|------|



**14. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)**

**COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)**

**Stellenbosch Municipality** has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned:

Contractor's registration number with the office of the Compensation Commissioner:

**NOTE:**

**A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing must be handed in, in this regard.**

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| CAPACITY:   |  | Name of firm |  |
| SIGNATURE:  |  | DATE:        |  |



**15. FORM OF INDEMNITY**

**INDEMNITY**

Given by (Name of Company) \_\_\_\_\_  
of (registered address of Company) \_\_\_\_\_  
a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) \_\_\_\_\_  
\_\_\_\_\_ in his capacity as (Designation) \_\_\_\_\_  
of the Contractor, is duly authorised hereto by a resolution dated \_\_\_\_\_ /20\_\_\_\_,  
to sign on behalf of the Contractor.

**WHEREAS** the Contractor has entered into a Contract dated \_\_\_\_\_ / 20\_\_\_\_,  
with the Municipality who require this indemnity from the Contractor.

**NOW THEREFORE THIS DEED WITNESSES** that the Contractor does hereby indemnify and hold harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the Municipality in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

|                          |  |
|--------------------------|--|
| SIGNATURE OF CONTRACTOR: |  |
| DATE:                    |  |
| SIGNATURE OF WITNESS 1:  |  |
| DATE:                    |  |
| SIGNATURE OF WITNESS 2:  |  |
| DATE:                    |  |



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## **PART B – SPECIFICATIONS AND PRICING SCHEDULE**



## 16. SPECIFICATIONS

### 1. INTRODUCTION

This bid document serves as an invitation to tender for the appointment of an Implementing Agent for the development of BNG and GAP housing for Phases 2 and 3 on the Remainder of portion 7 of the Farm 527, Jamestown, Stellenbosch.

Development rights have been obtained for 274 residential erven, roads and public open spaces are implementation ready (see attached **ANNEXURE A**, MPT decision).

#### ANNEXURES:

- **ANNEXURE A:** MPT DECISION
- **ANNEXURE B:** APPROVED SUBDIVISION LAYOUT
- **ANNEXURE C:** TYPICAL BNG HOUSING UNIT
- **ANNEXURE D:** MPT SPECIAL CONDITIONS OF APPROVAL
- **ANNEXURE E:** APPROVED GAP HOUSE PLAN OF A PREVIOUS PROJECT (HILLSIDE VILLAGE)

### 2. PROPERTY DESCRIPTION

#### Remainder of Portion 7 of the Farm 527, Jamestown

- **Extent:** 14.9089 hectares
- **Registered Owner:** Stellenbosch Local Municipality
- **Local Authority:** Stellenbosch Local Municipality
- **Servitudes:** None
- **Current Zoning:** Subdivisional area
- **Current Land Use:** Informal structures; open space
- **Title Deed:** T17752/2018
- **Title Deed Restrictions:** None
- **SG number:** 958/1888
- **Applicable Zoning Scheme:** Stellenbosch Municipality Zoning Scheme By-Law 2024 (PG 8153)

### 3. BACKGROUND

There is currently a subsidised housing backlog of roughly 20 000 housing units in Stellenbosch Municipality and is continuously growing, therefore, the need for subsidised housing is evident. In accordance with the housing need, Stellenbosch Municipality has identified the Remainder of Portion 7 of the Farm 527 in Jamestown, Stellenbosch for residential purposes. Development rights have been obtained for residential erven, a community area, roads, transport embayment, and public open spaces and are implementation ready for the development of subsidised housing for the Remainder of Portion 7 of Farm 527, Jamestown, Stellenbosch. Phase 1 of a similar nature was completed in 2016.

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All the necessary land use rights have been approved by Stellenbosch Municipality's MPT.

#### 4. DETAILS OF SITE AND LOCATION

Jamestown is located on the Southern edge of Stellenbosch, adjacent to the R44, and positioned between Stellenbosch and Somerset West. Portion 7 of Farm No. 527 is next to an existing cemetery on its Western side and a sports field located on its northern edge (Figure 1). Jamestown is along a scenic route and is surrounded by farmlands. The site falls within a new expansion area for residential purposes of Jamestown to address the housing need in Stellenbosch. Stellenbosch Municipality has approved the subdivision for development rights for urban residential development for Portion 7 of Farm No. 527. The site in its regional location and its local context are indicated below (see Figure 1 and Figure 2), Portion 7 of Farm No. 527. There are 237 existing informal structures on site — Mountainview Informal Settlement — which are also identified as one of the major site constraints (Figure 2). It must be noted that the Municipality is busy with the beneficiary verification and further information will be provided once the successful bidder is appointed in order to accommodate the qualifying beneficiaries. Figure 3 displays the approved site development layout, according to the MPT decision.



Figure 1: Regional Location

|             |  |              |  |
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**Figure 2: Portion 7 of Remainder Farm 527, Jamestown**

|             |  |              |  |
|-------------|--|--------------|--|
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| CAPACITY:   |  | Name of firm |  |
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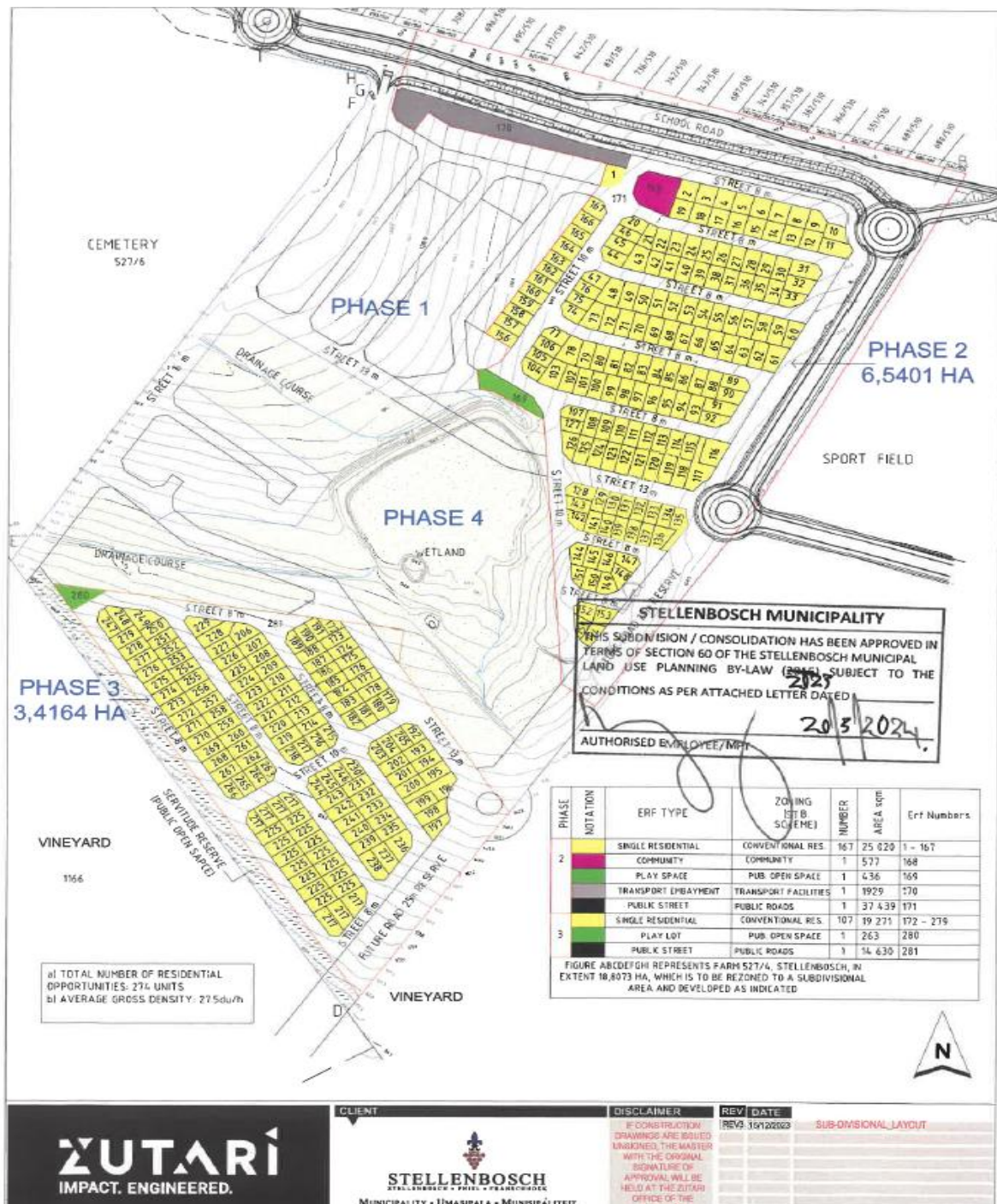


Figure 3: Approved Site Layout Plan for Phases 2 & 3, Jamestown, Stellenbosch

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| CAPACITY:   |  | Name of firm |  |
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## 5. DEVELOPMENT OBJECTIVES

The main objective is to appoint an Implementing Agent for the development of BNG housing for Phases 2 and 3 sites, and to develop GAP housing for a portion of Phase 2's sites, on the Remainder of Portion 7 of Farm 527, Jamestown, Stellenbosch.

- The overall objective of this project is to facilitate a development that will respond to the needs of the local community and its broader stakeholders. This development must, therefore, facilitate a subsidy housing (BNG) development in an integrated way. It must respond to the need for financial viability, whilst ensuring energy and environmental efficiency.
- It is further the objective of the Municipality to complete the project within the approved budget cycle and according to the multi-year SDBIP. The Municipality aims to complete the project in Phases, namely:
  - Phase 1: Detailed design and installation of services
  - Phase 2: Building of top structures and handover of top structures to the Municipality for occupation

This development must also be guided by the following principles:

- Sensitivity to the cultural and social heritage of the area
- The underlying idea is to achieve affordable housing, which will serve the most economically vulnerable citizens

## 6. SCOPE OF WORKS

The invitation to tender is for the procurement of an Implementing Agent for the development of Phases 2 and 3 on the Remainder of Portion 7 of Farm 527, Jamestown, Stellenbosch. The appointment includes the detailed design of all associated infrastructure services (excluding electricity services), the installation and connection of all associated infrastructure services, and the construction of top structures. The appointment will also include the handover of the project for occupation for the Remainder of Portion 7 of Farm 527, Jamestown, Stellenbosch.

The approved subdivision layout comprises 274 residential erven, 2 public open spaces, 1 community erf, 1 transport facility erf, and 2 public roads erven that need to be implemented to accommodate the development (see attached **ANNEXURE B**, approved subdivision layout).

The project is a subsidised semi-detached, duplex (two-storey) BNG housing project which has been approved on the Business Plan of the Provincial Department of Infrastructure, according to the subsidy quantum.

The project will be implemented in two phases:

- Phase 1: Detailed design (bulk services and top structures) and the installation of all associated services on the Phase 2 site, building of top structures, and relocation of families from the Mountainview Informal Settlement (on Phase 3) to the new BNG housing units or serviced sites on the Phase 2 sites. The appointed service provider will have to make provision of

|             |  |              |  |
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approximately 3 weeks of down-time for the relocation process from Mountainview Informal Settlement to the new houses or serviced sites on Phase 2.

**NB:** A sum amount for the down-time period for the relocation process has been provided in the pricing schedule.

- Phase 2: Installation of services for the Phase 3 sites, building of top structures, and handover of the top structures to the Municipality for occupation.

The Implementing Agent must undertake all engineering detailed designs and typical housing designs to the satisfaction of the Municipality in accordance with the National Building Regulations. Any additional services required to complete the development must also be provided (e.g., obtaining wayleaves, necessary permission, site surveys, and investigations etc.).

The following activities are included in this appointment and regarded as normal services, as listed in the activity stages, and are to be provided by the Implementing Agent.

**NB:** The appointment of an Implementing Agent will include all the necessary liaison with the relevant regulatory authorities as and when required to obtain approvals for detailed design prior to the installation of services, including infrastructure services and top structures. Contract supervision as well as construction quality assurance will form part of this appointment.

The bid must be conducted in a phased approach consisting of the following activities namely in two phases over the MTREF period:

- Phase 1 — Project Development, Construction, and Handover (to be completed for the Phase 2 sites)  
Design of all associated engineering services (excluding electricity services) and architectural designs, the installation of all associated engineering services, construction of top structures, and handover of the units to Stellenbosch Municipality for occupation
  - Stage 1.1: Inception (for Phase 2 & 3 sites)
  - Stage 1.2: Concept and viability (preliminary designs) (for Phase 2 & 3 sites)
  - Stage 1.3: Design development (detailed design) (for Phase 2 & 3 sites)
  - Stage 1.4: Upgrading of bulk infrastructure and installation of all associated infrastructure services (for Phase 2 sites)
  - Stage 1.5: Construction of top structures and handover of the units to Stellenbosch Municipality for occupation (for Phase 2 sites)
  - Stage 1.6: Relocation of residents from Mountainview Informal Settlement
- Phase 2 — Construction of Top Structures and handover of units
  - Stage 2.1: Construction of Top Structures
  - Stage 2.2: Close out report and handover of units to the Municipality for occupation

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**NB:** It is important to note that the Phase 2 sites must be completed in its entirety before Phase 3 commences.

## 7. PHASE 1: PROJECT DEVELOPMENT

During Phase 1 of the scope of works, the Implementing Agent is responsible for all the associated engineering detailed designs (including architectural designs for top structures) and installation of services. The core project team must proactively communicate and liaise with the various Municipal departments to conclude the scope of works, the projects, risk and quality concerns and manage the expectations pertaining to the successful completion of the project. This further includes obtaining the necessary approvals for the detailed designs and drawings, and the installation of services to the satisfaction of the National Building Regulations and the Municipality.

### 7.1 ARCHITECTURAL DEVELOPMENT

The assigned architect must adhere to the following requirements, as referenced as **ANNEXURE C**, which provides a typical concept layout of the proposed housing typology for BNG housing.

- Preparation of the respective architectural house plan with internal electrical design and internal services based on the Site Development Plan.
- Ensuring that all the required statutory approvals are obtained with the preparation, submission, and approval of building plans in accordance with the National Building Regulations, and XA SANS Regulations are obtained from the Section: Building Development Management at the Municipality. The housing unit must comply with SANS 10400. The final submission of as-built plans, warranties, and certificates is to be provided to the Municipality prior to the request for an occupation certificate.

### 7.2 ENGINEERING DEVELOPMENT

The Implementing Agent must design and prepare all the associated engineering drawings for infrastructure and roads. The detailed drawings for the project must include the construction drawings. It is critical that the project is in line with the estimated timeframe and proposed project plan, based on the available budget for the completion of the project, to ensure an effective and timely process for the project. All reports, plans, and documents must be professionally produced and in an electronic and editable format.

The Implementing Agent, together with the multi-disciplinary team, must attend and participate in the meetings and stakeholder engagements, which must be confirmed with the relevant statutory authority.

The stages applicable for Phase 1 are as follows:

#### 7.2.1 STAGE 1.1: INCEPTION

The Implementing Agent must establish the client requirements and preferences, assess user needs and options, and establish the project brief, including the project objectives, priorities, constraints, assumptions, aspirations, and strategies.

|             |  |              |  |
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- Agree to the services and scope of work
- Conclude the terms of the agreement with the client
- Attend meetings with stakeholders and officials
- Report on the project, site, and functional requirements
- Identify specialist services, survey, testing, and other investigations or assessments
- Schedule of consents and approvals and related lead times
- Prepare funding application for top structures, if necessary

### 7.2.2 STAGE 1.2: CONCEPT AND VIABILITY (PRELIMINARY DESIGN)

The implementing agent must prepare and finalise the project concept in accordance with the brief, including the project scope, scale, character, form and function, plus preliminary programme and viability of the project.

- Agreement of the documentation programme with the Implementing Agent consultant and other consultants involved.
- Attend design and consultants' meetings.
- Establish the concept design criteria.
- Prepare initial concept design and related documentation.
- Advise the client regarding further surveys, analyses, tests, and investigations that may be required.
- Establish regulatory authorities' requirements and incorporate them into the design.
- Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
- Establish access, utilities, services, and connections required for the design.
- Participate in coordinated design interfaces with the architect or other consultants involved.
- Prepare process designs (where required), preliminary designs, and related documentation for approval by authorities and the client and suitable for costing.
- Provide cost estimates and life cycle costs, as required.
- Liaise, co-operate, and provide necessary information to the client, principal consultant and other consultants involved.

### 7.2.3 STAGE 1.3: DESIGN DEVELOPMENT (DETAILED DESIGN)

The Implementing Agent must develop the approved concept to finalise the design for both civil engineering services and architectural design for top structures, obtain approvals from the client/statutory authorities, outline the cost plan, financial viability, and programme for the project.

- Review the documentation programme with the principal consultant and other consultants involved.
- Attend approximately four (4) design and internal stakeholders' meetings – this may vary.
- Incorporate the client's and authorities' detailed requirements into the design.

|             |  |              |  |
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- Prepare the design development drawings, including draft technical details and specifications.
- Review and evaluate the design and outline specification, and exercise cost control.
- Prepare detailed estimates of construction costs.
- Liaise, cooperate, and provide the necessary information to the principal consultant and other consultants involved.
- Submit the necessary design documentation to the local and other authorities for approval.

## 7.2.4 STAGE 1.4: UPGRADING OF BULK INFRASTRUCTURE AND INSTALLATION OF ALL ASSOCIATED INFRASTRUCTURE SERVICES

### 7.2.4.1 Bulk infrastructure upgrade

The Implementing Agent will be responsible for the outlined bulk upgrade installation of all the associated infrastructure services for the development. The bulk upgrades for the development are seen in the MPT Special Conditions of Approval, referenced as **ANNEXURE D**.

The following bulk infrastructure requires upgrading:

- **Roads**

The two upgrades required for the development are:

**Upgrade 1:** The R44 road (depicted as Section 3 in the image below) must be widened. The Implementing Agent must liaise with the Directorate: Infrastructure Services to understand the required upgrade. A provisional sum for the upgrade is included in the pricing schedule.

**NB:** There is currently a private development in planning in the surrounding area, which may trigger the contribution for the upgrade of section (3). Should the private development in the surrounding area commence before the work of this project (Jamestown project) commences, the upgrade of section (3) on the R44 will be **omitted** from this project scope.

|             |  |              |  |
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| CAPACITY:   |  | Name of firm |  |
| SIGNATURE:  |  | DATE:        |  |



**Figure 4: Sections of the R44 road requiring road widening**

**Upgrade 2:** A continuous NMT link between the development and the R44/School Street and the R44/Webersvalley intersection must be established. To achieve this, the gaps in the existing sidewalk network must be completed — these gaps are indicated in blue in the image below (Figure 5). These sidewalk sections must be completed before the completion of the houses, when additional pedestrian traffic is generated.

The NMT link must be finished to match the surrounding areas with asphalt surfaces.

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**Figure 5: NMT links that require upgrading (indicated in blue)**

- **Electricity**

**NB:** The Implementation Agent must facilitate the application, design, and installation of electricity for the housing project with Eskom, as the reticulation falls in an Eskom distribution area.

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#### **7.2.4.2 Installation of associated infrastructure services**

- All link services, internal services, and erf connections must be completed and commissioned by the Implementing Agent at the Implementing Agent's cost before subdivision clearance can be granted.
- Any alterations to existing services necessitated by the new development will be for the Implementing Agent's cost.

#### **7.2.5 STAGE 1.5: CONSTRUCTION OF TOP STRUCTURES AND HANDOVER OF UNITS TO THE MUNICIPALITY FOR OCCUPATION**

The following must be constructed for the Phase 2 sites and developed according to the Phase 2 approved MPT land uses:

- 167 single residential houses (GAP Housing: 19 units — Erven 1-19, as indicated in Figure 7)
- 1 community hall — The Implementing Agent will be responsible for the funding of the community hall in line with the Corporate Social Responsibility initiative.
- 1 Public Open Space
- 1 transport facility in the form of a taxi rank (only the services for the site is required, not the establishment of a taxi rank for this tender)
- Public street

#### **7.2.6 TOP STRUCTURES FOR BNG HOUSING**

The successful Implementing Agent will be responsible following specifications must be adhered to for BNG housing:

##### *7.2.6.1 General*

All new houses must be enrolled with NHBRC & comply with the Home Builders Manual. All construction methods, materials and workmanship to comply with the relevant SABS/SANS Codes of Practice, SANS 10400 (including XA), NBR and the Technical & General Guidelines, Part 3 of the National Housing Code – this housing standards document must be seen as the Department's summary to the above

##### *7.2.6.2 Strip Footings*

Min 600mm x 200mm and 10MPa concrete (unreinforced). Deviations are to be certified by a registered structural engineer. Reinforced concrete to be specified by a registered structural engineer (min 25MPa). Internal 140mm load-bearing walls to be provided with 600mm x 200mm strip footing. Internal non-load-bearing walls to be provided with 600mm x 200mm strip footing. Internal non-load-bearing walls to be provided with a 450mm x 200mm strip footing or a slab thickening of the same size. The top of the footing shall be min 200mm below NGL. When footings are stepped, the overlaps shall be twice the thickness of the concrete.

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#### 7.2.6.3 Foundation Walls

On a sloping site, where the foundation wall height of a 140mm wide wall exceeds 400mm (measured from GL to underside of the slab), the wall shall be classified as a retaining wall and designed by a professional structural engineer. Foundation walls to be filled with mortar (min 3.5 Mpa) or as per the engineer's details. Each layer has a block force (2.8mm dia). Allow for a 600mm x 75mm thick (10 Mpa) concrete apron, with movement joints not exceeding 6m, 1000mm thick G7 quality material, compacted to 90% Mod AASHTO, around the perimeter of the building. Appropriate stormwater management measures to be in place for each house upon completion.

#### 7.2.6.4 Floor Slabs

Floor slabs (unreinforced) shall be a minimum of 75mm thick and of 10 MPa concrete. Floor slabs must be finished with a steel float or power floated (if this cannot be achieved to the Department's satisfaction, a 20mm screed must be provided). On flat and gently sloping sites, the floor slab level shall be a minimum of 200mm above the lowest top of kerb of the property. Control joints to be provided wherever the slab exceeds 6 linear metres. A DPC membrane of 250 microns must be laid on a 50mm sand bend under the slab or raft with 150mm overlaps and all joints sealed. The maximum height of fill beneath floor slabs measured at the lowest point shall not exceed 400mm unless certified by a Competent Person. Fill shall be moistened prior to compaction so that a handful squeezed in the hand is firm, but does not show signs of moisture. Fill shall be placed in uncompact layers not exceeding 100mm in respect of hand compaction or 150mm in respect of compaction by mechanical means. Each uncompact layer shall be well compacted before additional fill material is added. Compaction shall be such that in excess of 3 blows of a dynamic cone penetrometer area is required to penetrate 100mm of fill. If the difference in levels at the entrance door, between the floor slab and the natural ground exceeds 200mm, then steps need to be provided on a 150mm thick footing.

#### 7.2.6.5 Blockwork – External Walls

Single-storey: a minimum of 140mm wide hollow block walls with 3.5 MPa strength is required, double-storey: a minimum of 7 MPa at the lower level is required. Blocks shall be of a good standard with high water resistance. Contractors shall provide the Local Authority with certification on the above. Mortar joints shall be shell-bedded and not raked. 375 microns embedded DPC membrane to be placed under all walls. Brick force (for brick walls) / block force (for block walls), wire of 2.8mm dia., shall be placed in every course up to plinth level and then in every 3<sup>rd</sup> course to roof level (including gable walls). Every course above the windows and door openings is to receive brick/block force. All openings less than 400mm are to have reinforced block work over openings. U-blocks with 2 Y10 steel bars over openings between 400 and 3000mm (if Clisco type windows and door frames with a span of up to 800mm are used to lintels or lintel blocks are required). Mortar mix to be 1 volume of cement x 1 volume of unhydrated lime x 6 volumes of sand. External walls to be plastered on both sides (min. 12mm thick). External wall to be plastered to 100mm below ground level with a V-Joint at floor level. Control joints are to be placed in all walls exceeding 6 meters in length and at all external doors upwards (not in the gable). Joints to receive and be pointed with appropriate filler and sealant. Shared walls to be min 190mm block walls with openings filled with mortar or sand. Block work on both sides of the external doorframe to receive a Y10 steel bar and the blocks filled with concrete.

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#### 7.2.6.6 Multi-level Housing

All suspended floor systems to be engineer-designed. Stairs: risers to be a maximum of 200mm high, treads to be a minimum of 250mm wide. Winders: treads to be a minimum of 250mm wide in the centre of the tread. Handrails to be 1m high with openings not to allow a 100mm diameter ball through. External balcony to be waterproofed with a sloped modified screed. Aluminium Paint on 2-layer, 4mm torched on waterproofing membrane, fully bonded by heat fusion to the 'bituprimed' primed surface. 25mm minimum screed to 1:80 falls and cross falls by means of 'torchfusion'. All to manufacturer's specifications and recommendations. Waterproofing is to be installed under a ten-year guarantee. 0.375mm Polyurethane damp-proof course (SABS 952: 1985 — B) to be built into external walls at first floor level, with a minimum 150mm laps.

#### 7.2.6.7 Blockwork – internal walls

A minimum of 90mm wide hollow block walls with 3.5 MPa strength are required. Internal walls shall be bound to the external wall with 1.2mm thick hoop iron (minimum length 700mm), even 2<sup>nd</sup> course, and the joints pointed. Internal wall to have brick/block force at every 3<sup>rd</sup> course (2.8mm diameter). All internal walls to be plastered (minimum of 12mm thick) on all surfaces.

#### 7.2.6.8 Plumbing & Drainage

Water pipes to be 15mm polycopper (minimum) laid at a minimum depth of 450mm with a single stopcock. All soil drain pipes (110mm) to have a minimum fall of 1:60 with a minimum cover of 450mm with a vented closed gulley, all waste pipes to be 40mm external diameter. Rodding eyes to be installed at max distances (as prescribed in SANS/SABS), change of direction or fall. Shower trays to have elevated floor walls and standard trap with trap stop to facilitate washing of clothes, to be screeded/plastered and sealed (properly waterproofed with an approved sealer/tiles) up to 1.8m shower rose to be attached to an approved back plate. Alternatively, a shower bath can be installed. Sink to be stainless steel (no troughs will be allowed) on a double-door kitchen cupboard. The toilet pan and hand wash basin are to be porcelain. Sinks, basins, and baths to be silicone pointed. Appropriate devices such as water-conserving taps, low-flow rate shower-heads and low volume or dual-flush toilet cisterns (standard flush 405 litres) to be installed. Sink to be stainless steel (no troughs will be allowed) on a double-door kitchen cupboard. The toilet pan and hand wash basin are to be porcelain. Sinks, basins, and baths to be silicone pointed. Appropriate devices such as water-conserving taps, low flow rate shower-heads, and low-volume or dual flush toilet cisterns (standard flush 405 litres) to be installed. All taps if fixed to the wall to be attached to an approved back plate (100mm x 100mm x 2mm galvanised steel). An appropriate access panel need to be installed to service the bath and shower plumbing.

All waste pipes to be accessible for cleaning purposes. All plumbing and drainage to conform to SANS/SABS and Local Authority Standards. Appropriate measures to be in place for hot water readiness including: installation of piping, provision of basins and sinks with hot water tap hole, etc.

#### 7.2.6.9 Windows

Windows light area shall be a minimum of 10% of the floor area per room. The window opening area shall be a minimum of 5% of the floor area per room. Glass panes shall be in accordance with

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SANS/SABS 0137-200 Code of Practice. Aluminium windows complete shall be from a reputable manufacturer and of a standard approved by Stellenbosch Municipality. All window frames to be externally pointed all around with a waterproofing agent (silicone). All windows must conform to the Mechanical Performance Criteria of SANS 613. All Aluminium works to be done in accordance with AAAMSA Standards. Wind Loading calculations to be completed by the glazing subcontractor. The manufacturer's shop drawings are to be forwarded to the architect for approval. All windows must conform to the Mechanical Performance Criteria of SANS 613.

#### 7.2.6.10 External doors

Hardwood doorframe dimensions shall be at least 50mm x 75mm complete with cill. Door shall be of an approved hardwood, framed, ledged, braced, battened door or with closed back, CLASS 1, External Use (may be directly exposed to weather once sealed), MEDIUM DUTY, presenting the SABS/SANS 545 mark, 40mm thickness, sealed on all 6 sides with 3 coats of reputable water-based sealant, with a 3-lever lock set. All houses must have 2 external doors. External doors to be fitted with a property-sealed weather board (70mm x 40mm).

#### 7.2.6.11 Internal Doors

Internal doors to be hollow core, Masonite clad. Doors to be supplied with a 2-lever lock set. Doors to be painted all around.

#### 7.2.6.12 Ceilings

All houses must have a 6.4mm gypsum plaster board or 4mm f/c board ceiling and 130mm glass wool or polyester (@10kg/m<sup>3</sup>) insulation (nailed to 38mm x 50mm branderling @450mm c/c) laid to manufacturers' specifications, finished with matching cover strips and cornices. Accessible roof spaces to receive a 600mm x 600mm trap door. Ceiling and trap door fixing detail to be indicated on the house drawing.

#### 7.2.6.13 Roof Structures

The structure shall be approved by a Registered Structural Engineer or an accredited factory design system. Purlins or beams must have a minimum width of 50mm to accommodate the roof nail. All roofs to have fascia and bargeboards (wood: 225mm x 22mm or f/c: 225 x 12mm). Where bargeboards capping is used, it must span at least 2 roof sheet ridges. The roof structure must be anchored to the structure with 2 strands of galvanised wire. A minimum of 4mm diameter or galvanised hoop irons 1.2mm thick directly under roof trusses or beams and anchored at least 600mm deep in walls, including load-bearing internal walls. The minimum floor-to-ceiling height must be 2400mm. External ends of purlin beams to be treated with carbolineum. An A19 Roof Certificate is to be issued for every house on completion. All roofs are to be installed with insulation.

#### 7.2.6.14 Roof Tiles

Concrete Roof tiles to be installed on site to the correct specifications and roof pitch. The roof tiles must be laid according to the manufacturer's details. The roof must have a minimum overhang of 150mm and a maximum of 300mm on all sides.

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#### 7.2.6.15 External Paint Finishes

External walls shall be painted with an Agrément Certified external coating system. Wooden doors must be treated with a paint sealant or varnish before installation (2 coats). Mild steel door frames (outside SCCCA) must be treated with an approved anti-corrosive application (anti-corrosive primer), undercoat and final gloss enamel.

#### 7.2.6.16 Electrical

Each house is to receive a standard basic electrical installation comprising a pre-paid meter with a distribution board, lights, and double plugs to all living areas. Two double plugs to be installed in the kitchen area. No chasing is allowed into block work. The electrical installation must comply with SANS/SABS 0142 (the code of practice for wiring of premises) and the relevant municipal by-laws standards. Contractor to liaise with the local authority.

#### 7.2.6.17 Precast Concrete Slabs

Refer to Part B of SANS 10400. 150/170mm hollow core precast concrete floor slabs, including grouting of longitudinal lines and core drilling of holes for light-fitting and small power conduits, as per the Engineer's specifications. To be installed to the manufacturer's specification. No plastering of soffit required. Soffits to be painted. A levelling screed of a minimum 50mm is required the before final finish is applied to floor. Screed depth to be determined by coverage over conduits and to respond appropriately to differing floor finish in order to form a single finished floor level.

#### 7.2.6.18 Stairs

To consist of foundations and a structural frame as per the engineer's details. To consist of a continuous slab with reinforcing as per the engineer's details. Quality control of the staircase and approval thereof strictly by the structural engineer. Technical specification for step finishes to be provided for by Structural Engineer.

### 7.2.7 TOP STRUCTURES FOR GAP HOUSING

The Implementing Agent must construct 19 GAP houses (Erven 1-19 as indicated in **Figure 7**). The selling price of the GAP housing must range between R600 000 and R900 000. The selling price of GAP houses constructed on Erven 1 and 12-19 must be sold at a price between R600 000 – R750 000, and houses on Erven 2-10 can accommodate houses selling between R800 000 and R900 000.

**ANNEXURE E**, is an approved two-bedroom and three-bedroom GAP house plan of a previous GAP Housing project (Hillside Village, Idas Valley) with the design specifications which can be used as a guide.

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## 7.2.8 STAGE 1.6 RELOCATION OF RESIDENTS FROM THE MOUNTAINVIEW INFORMAL SETTLEMENT

Once the top structures (BNG and Gap housing) and handover of the units for the Phase 2 site are completed, the residents from the Mountainview Informal Settlement (currently occupying the Phase 3 site) will be relocated. The relocation process will be managed and executed by the Municipality.

### 7.2.9 AS-BUILTS

- The Implementing Agent shall provide the “Municipality” with:
  - a. a complete set of as-built building plans,
  - b. a USB containing the signed as-built plans in an electronic DWG-file format, reflecting compatible layers and formats as will be requested by the “Engineer” and is reflected herewith as Annexure X;
  - c. a completed Asset Verification Sheet in Excel format, reflecting the componentization of municipal services installed as part of the development. The Asset Verification Sheet will have to be according to the IMQS format, as supplied by the “Engineer”, and is to be verified as correct by a professional registered engineer.
  - d. a complete set of test results of all internal and external services (i.e. pressure tests on water - and sewer pipelines as well as densities on road structure and all relevant tests on asphalt), approved and verified by a professional registered engineer;
  - e. Written verification by the Implementing Agent's consulting engineer that all professional fees in respect of the planning, design and supervision of any services to be taken over by the “Municipality” are fully paid;
- All relevant as-built details, as reflected in the item above, of civil engineering services constructed for the development, must be submitted to the “Engineer” and approved by the “Engineer” before any application for Certificate of Clearance will be supported by the “Engineer”;
- The Consulting Civil Engineer of the “Implementing Agent” shall certify that the location and position of the installed services are in accordance with the plans submitted for each of the services detailed below;

All As-built drawings are to be signed by a professional engineer who represents the consulting engineering company responsible for the design and or site supervision of civil engineering services;

### 7.2.10 SECTION 28 CERTIFICATION

Section 28 Certification in terms of the Stellenbosch Municipal Land Use Planning By-law shall not be issued unless said services have been inspected by the “Engineer” and written clearance given, by the “Engineer”.

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## 8. PHASE 2: INSTALLATION OF BULK SERVICES, CONSTRUCTION OF TOP STRUCTURES, AND HANDOVER OF THE UNITS TO THE MUNICIPALITY FOR OCCUPATION, AND CLOSEOUT REPORT

Phase 2 of this scope of work consists of two stages for the completion of the Phase 3 sites: Stage 2.1: Installation of bulk services; Stage 2.2: Construction of top structures and development of land uses for the Phase 3 sites, and Stage 2.3: Handover of units to the Municipality for occupation, and closeout report.

### 8.1 STAGE 2.1: INSTALLATION OF BULK SERVICES

The Implementing Agent must install the bulk services in accordance with the approved detailed engineering design for the Phase 3 sites.

### 8.2 STAGE 2.2 CONSTRUCTION OF TOP STRUCTURES AND DEVELOPMENT OF OTHER LAND USES

The Implementing Agent must construct the top structures and develop the other land uses as approved by the MPT decision. The Implementing Agent must include the following approved land uses according to the different approved phases, according to the layout plan for Phase 3 (**Figures 6 & 7**).

Phase 3:

- 107 single residential houses (all BNG housing)
- Public open space in the form of a play space
- Public street

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| PHASE   | NOTATION | ERF TYPE            | ZONING<br>(STB.<br>SCHEME) | NUMBER | AREA sqm | Erf Numbers |
|---|----------|---------------------|----------------------------|--------|----------|-------------|
| 2   |          | SINGLE RESIDENTIAL  | CONVENTIONAL RES.          | 167    | 25 020   | 1 – 167     |
|   |          | COMMUNITY           | COMMUNITY                  | 1      | 577      | 168         |
|   |          | PLAY SPACE          | PUB. OPEN SPACE            | 1      | 436      | 169         |
|   |          | TRANSPORT EMBAYMENT | TRANSPORT FACILITIES       | 1      | 1929     | 170         |
|   |          | PUBLIC STREET       | PUBLIC ROADS               | 1      | 37 439   | 171         |
| 3   |          | SINGLE RESIDENTIAL  | CONVENTIONAL RES.          | 107    | 19 271   | 172 – 279   |
|   |          | PLAY LOT            | PUB. OPEN SPACE            | 1      | 263      | 280         |
|   |          | PUBLIC STREET       | PUBLIC ROADS               | 1      | 14 630   | 281         |
| FIGURE ABCDEFGHI REPRESENTS FARM 527/4, STELLENBOSCH, IN EXTENT 18,8073 HA, WHICH IS TO BE REZONED TO A SUBDIVISIONAL AREA AND DEVELOPED AS INDICATED |          |                     |                            |        |          |             |

**Figure 6: Approved land uses for the Phases 2 & 3**

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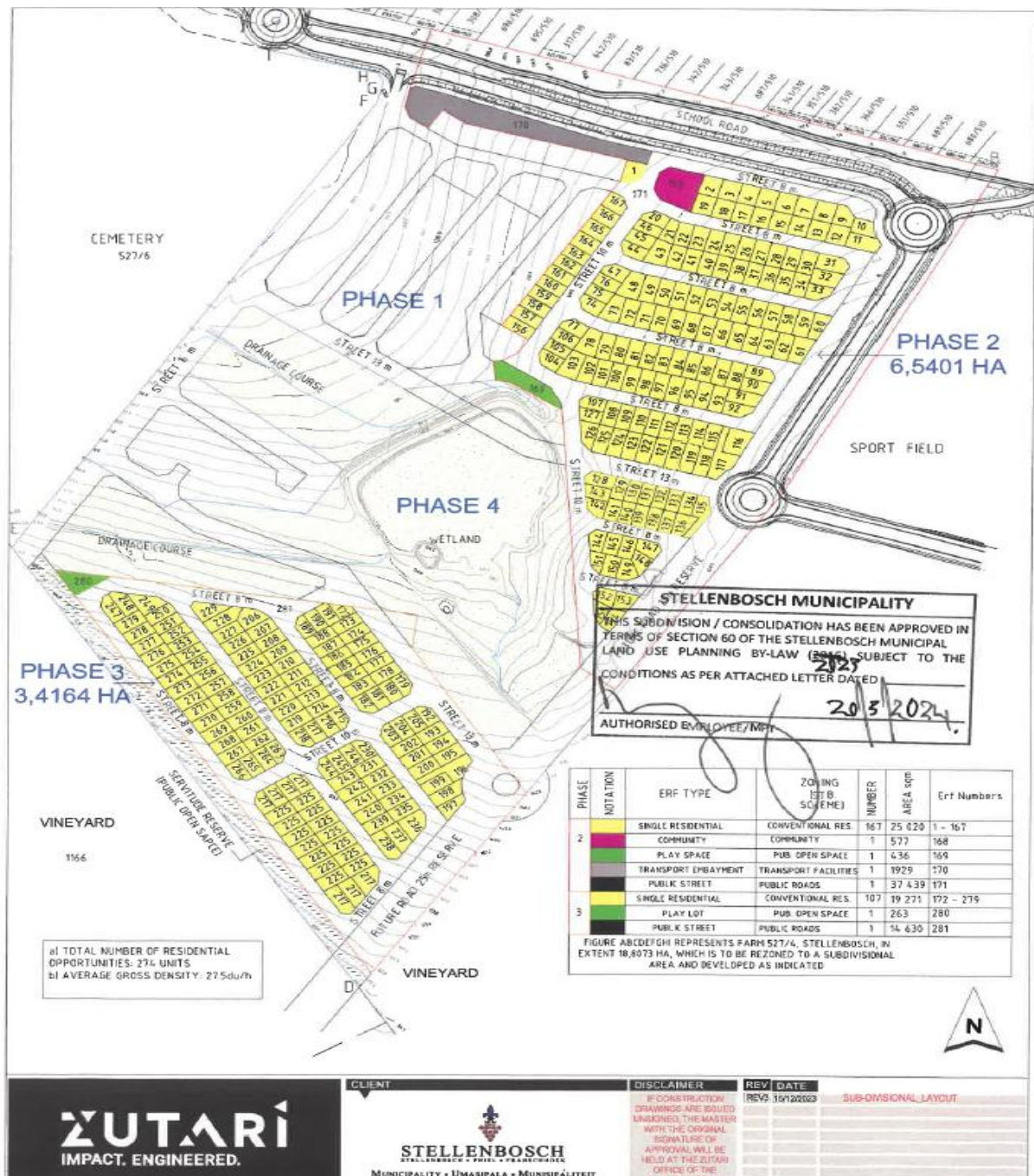


Figure 7: Approved site layout according to the MPT decision

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### 8.3 STAGE 2.3: HANDOVER OF THE UNITS TO THE MUNICIPALITY FOR OCCUPATION AND CLOSEOUT REPORT

The final stage of the project life cycle includes the project closeout. The Implementing Agent must fulfil, complete, and produce the close out report, on acceptance of the project services and building all the necessary documentation to facilitate effective completion, handover, and operation of the project. The Phase must be completed by the date of the final completion certificate to ensure that the Directorate: Infrastructure Services' objectives are satisfied.

The milestones for Stage 2.3: Project closeout and handover of the units for occupation detail the following milestones:

- Inspect and verify the rectification of defects
- Receive, comment, and approve relevant payment valuations, and completion certificate.
- Prepare operations and maintenance manuals, guarantees, and warranties
- Prepare as-built drawings and documentations
- Conclude the final accounts where relevant
- Prepare a project close out report

As part of the project closeout, the Implementing Agent will be responsible for the unbundling of the project's capital assets (new assets and replaced assets). The unbundling of capital assets means breaking down the capital assets into components according to the capital asset hierarchy as per GRAP 17 (PPE) in support of the annual compilation of a GRAP compliant Fixed Asset Register. In dealing with the unbundling of capital assets, the unbundling must occur at the end of every financial year and the end of the project.

## 9. LOCAL LABOUR

### (a) General

All **unskilled labour (100%)** required for this project must be sourced from the **Stellenbosch area**, specifically from the project area.

Local community labour is defined as individuals who **reside within the local community** and have been **identified and registered on the labour register** by the Employer. The appointed contractor must ensure compliance with this requirement and prioritise the employment of local labour in line with the project's objectives to support community development and economic upliftment.

One Community Liaison Officers (CLO's) must be appointed by the contractor for liaison between the contractor and the community for the duration of the contract.

### (b) Selection of local labourers

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The Contractor shall advise the Employer's Agent in writing of the various categories of local labourers required for construction and the number of local labourers required in each category, together with the personal attributes which he considers desirable that each category of local laborers shall possess.

The Contractor shall select local laborers from the applicants in the labour register. Preference shall be given to the long-term unemployed and single heads of households;

The Contractor shall, in so far as is reasonably practicable, accommodate the applicants' expressed preferences regarding the types of work for which they are selected;

The selection process shall make provision for, but shall not be limited to, the inclusion of disabled, who are deemed capable to perform selected tasks, youths and women.

#### 10. PERFORMANCE GUARANTEE FOR CONSTRUCTION WORKS

To guarantee the faithful performance of the successful bidder's obligations under the contract, including the prosecution of the construction works related to the project. The successful bidder shall deliver to the Municipality within the time and under the terms prescribed under the project contract, a performance guarantee in the form of a case, or guarantee confirmed by a respectable local bank equal to a minimum of five per cent (5%) of the total Project Cost.

#### 11. SUPERVISION OF PROJECT

The assigned project manager for the project shall exercise technical supervision over the project activities of the successful bidder. The Municipality shall inspect and check whether the project is constructed, operated, and maintained according to the approved plans, specifications, standards, and costs. If the Municipality finds any deviation from or non-compliance with the approved plans, specifications, and standards, it shall bring the same to the attention of the project to correct the deviation within the time prescribed by the implementing agent may be a ground for the rescission/termination of the contract. Such technical supervision by the Municipality shall not diminish the singular responsibility of the successful bidder for the proper construction, operation, and maintenance of the facility, nor does it transfer any part of the responsibility to the Municipality.

#### 12. MILESTONE BONDING

The successful bidder shall execute the project in accordance with predetermined milestones. As may be agreed upon in the contract, a portion of the performance security shall be released upon compliance with corresponding milestones. Failure by the successful bidder to comply with these milestones may result to contract rescission and forfeiture of the performance security of the proponent.

#### 13. OTHER FEES

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### 13.1 EXPENSES AND COST

Travelling cost between the Local office and the main works site and/or Stellenbosch Municipality is not claimable for additional subsistence allowances. Payments will not be made for travelling cost and travelling time when travelling to and from Stellenbosch. Please be advised that the pricing schedule must be priced all-inclusive of travelling cost according to achieve the deliverables.

### 14. REQUIREMENTS FOR THE PROGRAMME

The Implementing Agent must submit a first programme to the Municipal Project Manager for acceptance within five (5) days from the Commencement Date.

The Implementing Agent shows on each programme, which he/she submits for acceptance

- the commencement date, and the Contract Completion Date;
- planned completion;
- the order and timing of the operations which the plans to do to provide the services;
- the order and timing of the work of the Municipality and others as last agreed with them by the Implementing Agent or, if not so agreed, as stated in this scope of work and services;
- the dates when the Implementing Agent plans to complete work needed to allow the Municipality and others to do their work;
- provisions for:
  - float;
  - time risk allowances;
  - health and safety requirements (if applicable); and
  - the procedures as set out in this contract;
- the dates when, to provide the goods and services in accordance with this programme, the supplier will need
  - access to the site;
  - acceptances;
  - other things to be provided by the Municipality;
  - information from others;
  - for each operation, a statement of how the Implementing Agent plans to do the work identifying the principal resources which he plans to use; and
  - other information which this scope of goods and services requires the Implementing Agent to show on a programme submitted for acceptance.

Within five (5) days of the Implementing Agent submitting a programme for acceptance, the Municipality either accepts the programme or notifies the Implementing Agent of its reasons for not accepting it. A reason for not accepting a programme is:

- that the Supplier's plans, which it shows, are not practicable;
- that it does not show the information that this contract requires;
- that it does not represent the Supplier's plans realistically; or

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- that it does not comply with the Scope of Goods and Services.

When revising the programme, the supplier shows on each revised programme:

- the actual progress achieved on each operation and its effect upon the timing of the remaining work;
- the effects of implemented change events;
- how the Supplier plans to deal with any delays and to correct notified defects; and
- any other changes which the Supplier proposes to make to the currently accepted programme.

The supplier submits a revised programme to the Municipality for acceptance

- within the period for reply after the Municipality has instructed him to; and
- when the supplier chooses to and, in any event.

## 15. REQUIREMENTS FOR DOCUMENTS

- All digital data (e.g. GIS, CAD, drawing, etc.) generated as part of the project forms part of the deliverables made available to the Stellenbosch Municipality;
- All data and models, including CAD data and files, related to the study, if applicable, must be provided;
- Reports must include a summary, conclusions, recommendations and risks for consideration by the department; and
- Copyright of all work produced rests with the Municipality and may not be distributed for any other purpose without express written consent.

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| SIGNATURE:  |  | DATE:        |  |





## 17. PRE-QUALIFICATION SCORE SHEET

**\* Proof of Contactable References is required, as indicated below, and must accompany each proposal, if not it will be regarded as non-responsive.**

### 16. PRE-QUALIFICATION FOR RESPONSIVENESS EVALUATION

The pre-qualification criterion is subdivided into four (4) criteria: 1) Tenderer Experience; 2) Experience of required personnel, 3) Project organisation and staffing, and 4) Project Programme.

#### 16.1 CRITERIA 1: TENDERER EXPERIENCE

The **Tenderer** must provide evidence of a minimum of **3 projects** (minimum 250 housing units) in the Subsidy Housing Market (BNG), with a total minimum value of **R60 Million per project** over the last 10 years.

##### 16.1.1 List of completed projects:

The tenderer must list a minimum of three (3) **relevant completed housing projects** in the BNG housing market. The list of completed projects must be indicated in Schedule 25 on Page 105 of the tender document.

A completed project for this tender is defined as:

*a project where a minimum of 250 BNG housing units were constructed by the Tenderer within the period between 2015 and 2025 and a Certificate of Project Completion was issued by the respective client.*

A failure to provide a list of completed projects as stated in Schedule 25 on Page 105 of the tender document will result in the bidder being deemed **non-responsive**.

##### 16.1.2 Proof of project completion:

The tenderer must provide evidence of the completion of a minimum of **3 housing projects** (minimum of **250 housing units**, per housing project) in the Subsidy Housing Market (BNG), with a total minimum project value of **R60 Million per project** over the last 10 years (project must have been completed between 2015 and 2025). A minimum of three (3) **relevant project completion certificates** must be submitted as a portfolio of evidence. The relevant project completion certificates from the respective client must reflect correlate with the completed projects as stated in Schedule 25 on page 105 of the tender document.

A failure to provide a minimum of three (3) relevant completion certificates will result in the bidder being deemed **non-responsive**.

##### 16.1.3 Contactable references:

For each relevant completion certificate submitted, a **contactable** reference from the respective client (at the local/provincial government) must be provided, as part of the tender evaluation process. The contactable references must be reflected on Schedule 25 on Page 105 of the tender document. A failure



to provide a minimum of **three contactable references** (one per project) will result in the bid being as non-responsive.

**NB:** If a reference provided by the tenderer is non-responsive upon tender evaluation by Stellenbosch Municipality through a telephonic conversation or by email, the bidder will be deemed non-responsive.

#### 16.1.4 CIDB grading and NHBRC registration

**NB:** The successful bidder must have a **CIDB grading of 7CE (Civil Engineering) and 7GB (General Building Works) or higher**. A CIDB certificate must be provided as a portfolio of evidence.

In addition, the tenderer must provide an NHBRC registration certificate. Failure to provide the NHBRC will deem the bidder **non-responsive**.

### 16.2 CRITERIA 2: EXPERIENCE OF THE CORE PROJECT TEAM

The core project team must consist of the following professionals, but not limited to:

- Project Manager
- Civil Engineer
- Structural Engineer
- Electrical Engineer
- Geotechnical Engineer
- Quantity surveyor
- Land Surveyor
- Architect
- Health and Safety Officer
- Construction Manager
- Environmental Practitioner

At the time of the tender submission, the CVs of each core team member, in addition, an attachment of certified (not older than 3 months prior to the tender closing date) accredited tertiary qualification(s), and a certified proof of the respective professional registration (e.g., ECSA, SACPCMP, SACAP, etc.) of each core team member, where applicable must be provided as proof of evidence. Furthermore, each core project team member must have a minimum of 5 years' experience in the assigned role and a similar project.

A failure to provide any of the required information will result in the bidder being **non-responsive**.

### 16.3 CRITERIA 3: PROJECT ORGANOGRAM AND STAFFING

A project organogram, presented as either a table or chart, must clearly indicate the core project team members (including any subconsultants) along with their designated roles for the project. This organogram must align with the submitted CVs, qualifications, and professional registrations of each team member.

A failure to submit a project team organogram with each of the core team members (including subconsultants) for the project and/or if the project organogram does not correspond to the CVs, tertiary qualifications, and professional registration that were submitted, the bidder will be deemed **non-responsive**.



#### 16.4 CRITERIA 4: PROJECT PROGRAMME

The bidder must provide an indicative project programme in Gantt Chart format reflecting the project scope and estimated timelines. The project programme must reflect the workflow from Stage 1.1 (inception) to Stage 2.2 (project closeout and handover of sites to the Municipality for occupation) as stipulated in this tender.

#### 17. PRE-QUALIFICATION SCORE SHEET

Refer to Section “PRE-QUALIFICATION FOR RESPONSIVENESS EVALUATION” for the evaluation of the bid.

**The bidder must comply with the stated requirements and criteria below. Should the bidder omit to provide any of the required returnable documentation as requested in Criteria 1-4 below, the bidder will be deemed non-responsive.**

#### PRE-QUALIFICATION CRITERIA

| CRITERIA 1: Tenderer Experience   |   |                |
|---|---|----------------|
| Description:  | Portfolio of Evidence required  | Comply: Yes/No |
| <p>The <b>Tenderer</b> must provide evidence of a minimum of <b>3 projects</b> (minimum 250 housing units) in the Subsidy Housing Market (BNG), with a total minimum value of <b>R60 Million per project</b> over the last 10 years</p>   | <ul style="list-style-type: none"> <li>Listed a minimum of 3 previous project experiences to the minimum value indicated in Criteria 1's description</li> </ul>   |                |
|   | <ul style="list-style-type: none"> <li>Provide <b>Completion Certificates</b> for each of the relevant listed projects</li> </ul>   |                |
|   | <ul style="list-style-type: none"> <li>Provide <b>contactable references</b> for each of the relevant listed projects</li> </ul>  |                |
|   | <ul style="list-style-type: none"> <li>Provide a CIDB certificate of 7CE and 7GB</li> </ul>   |                |
|   | <ul style="list-style-type: none"> <li>Provide an NHBRC certificate</li> </ul>  |                |
| CRITERIA 2: Experience of required personnel  |   |                |
| Description:  | Portfolio of Evidence required  | Comply: Yes/No |
| <p>Key staff must have a minimum of 5 years' relevant work experience in the appointed role, qualification, skills, and training applicable to the project's specifications.</p> <p>The core team must consist of the following, but not limited to:</p> <ul style="list-style-type: none"> <li>Project Manager</li> <li>Civil Engineer</li> <li>Structural Engineer</li> <li>Electrical Engineer</li> <li>Geotechnical Engineer</li> <li>Quantity surveyor</li> <li>Land Surveyor</li> </ul> | <p>Each member of the core team must submit and meet the following minimum requirements:</p> <ul style="list-style-type: none"> <li>Provide a CV for each core team member and any additional staff used (i.e., subconsultants)</li> <li>Indication of at least 5 years' work experience within the area of expertise</li> <li>Relevant qualifications (<b>NB:</b> Documents must be certified and not older than three months by the time the bid is submitted)</li> <li>Proof of Professional Registration with the respective Regulatory Body (<b>NB:</b> Documents must be certified and not older than three months by the time the bid is submitted)</li> </ul> <p>The submitted evidence must demonstrate to the Municipality that the skills and experience are</p> |                |





|   |   |                       |
|---|---|-----------------------|
| <ul style="list-style-type: none"> <li>• Architect</li> <li>• Health and Safety Officer</li> <li>• Construction Manager</li> <li>• Environmental Practitioner</li> </ul>  | adequate to successfully implement the project in its entirety.   |                       |
| <b>CRITERIA 3: Project Organisation and Staffing</b>  |   |                       |
| <b>Description:</b>   | <b>Portfolio of Evidence required</b>   | <b>Comply: Yes/No</b> |
| The organisational organogram must provide details on the designation of key staff who will be assigned to this particular project.   | <p>An organogram in the form of a chart, diagram, or table of the key staff involved must be submitted.</p> <p>The organogram must reflect all the key staff assigned to the role for the project. Key staff used as sub-consultants must also reflect on the organogram.</p> |                       |
| <b>CRITERIA 4: PROJECT PROGRAMME</b>  |   |                       |
| <b>Description:</b>   | <b>Portfolio of Evidence required</b>   | <b>Comply: Yes/No</b> |
| The bidder must provide an indicative project programme in Gantt Chart format reflecting the project scope and estimated timelines. The project programme must reflect the workflow from Stage 1.1 (inception) to Stage 2.2 (project closeout and handover of sites to the Municipality for occupation) as stipulated in this tender. | An indicative project programme indicating the necessary project stages and timelines in a Gantt Chart format.  |                       |

|                    |  |                             |  |
|--------------------|--|-----------------------------|--|
| SIGNATURE (Bidder) |  | <b>FOR OFFICE USE ONLY:</b> |  |
| CAPACITY           |  | Evaluated by                |  |
| NAME OF FIRM       |  | Signature:                  |  |
| NAME (PRINT)       |  | Designation:                |  |
| DATE               |  | Date:                       |  |



**18. SCHEDULE OF PLANT AND EQUIPMENT**

The following are lists of major items of relevant equipment that I/we **presently** own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

| DETAILS OF MAJOR EQUIPMENT THAT IS OWNED BY AND IMMEDIATELY AVAILABLE FOR THIS CONTRACT. |             |      |          |
|--|-------------|------|----------|
| QUANTITY   | DESCRIPTION | SIZE | CAPACITY |
|  |             |      |          |
|  |             |      |          |
|  |             |      |          |
|  |             |      |          |
|  |             |      |          |
|  |             |      |          |
|  |             |      |          |
|  |             |      |          |
|  |             |      |          |

Attach additional pages if more space is required.

| DETAIL OF MAJOR EQUIPMENT THAT WILL BE HIRED, OR ACQUIRED FOR THIS CONTRACT IF MY / OUR TENDER IS ACCEPTED. |              |      |          |
|---|--------------|------|----------|
| QUANTITY  | DESCRIPTION, | SIZE | CAPACITY |
|   |              |      |          |
|   |              |      |          |
|   |              |      |          |
|   |              |      |          |
|   |              |      |          |
|   |              |      |          |

Attach additional pages if more space is required.

|   |  |              |  |
|---|--|--------------|--|
| Number of sheets appended by the tenderer to this schedule ( <i>If nil, enter NIL</i> ) |  |              |  |
| SIGNATURE   |  | NAME (PRINT) |  |
| CAPACITY  |  | DATE         |  |
| NAME OF FIRM  |  |              |  |



**19. SCHEDULE OF SUBCONTRACTORS**

I/we the tenderer, notify the Stellenbosch Municipality that it is our intention to employ the following Subcontractors for work in this contract.

| SUBCONTRACTORS   |   |  |   |                               |
|--|---|--|---|-------------------------------|
| Category / Type  | Subcontractor Name; Address; Contact Person; Tel. No. |  | Items of work (pay items) to be undertaken by the Subcontractor | Estimated cost of Work (Rand) |
| 1.   | Name of firm  |  |   |                               |
|  | Contact person  |  |   |                               |
|  | Tel No  |  |   |                               |
|  | Address   |  |   |                               |
| 2.   | Name of firm  |  |   |                               |
|  | Contact person  |  |   |                               |
|  | Tel No  |  |   |                               |
|  | Address   |  |   |                               |
| 3.   | Name of firm  |  |   |                               |
|  | Contact person  |  |   |                               |
|  | Tel No  |  |   |                               |
|  | Address   |  |   |                               |
| 4.   | Name of firm  |  |   |                               |
|  | Contact person  |  |   |                               |
|  | Tel No  |  |   |                               |
|  | Address   |  |   |                               |
| 5.   | Name of firm  |  |   |                               |
|  | Contact person  |  |   |                               |
|  | Tel No  |  |   |                               |
|  | Address   |  |   |                               |
| Number of sheets appended by the tenderer to this schedule ( <i>If nil, enter <b>NIL</b></i> ) |   |  |   |                               |

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed above being approved by the Engineer.

|              |  |              |  |
|--------------|--|--------------|--|
| SIGNATURE    |  | NAME (PRINT) |  |
| CAPACITY     |  | DATE         |  |
| NAME OF FIRM |  |              |  |



**20. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS**

| EMPLOYER<br>(Name, Tel, Email) |  | NATURE OF WORK | VALUE OF WORK<br>(INCL. VAT) | CONTRACT PERIOD |
|--------------------------------|--|----------------|------------------------------|-----------------|
| Company                        |  |                |                              | From            |
| Tel                            |  |                |                              |                 |
| Contact Person                 |  |                |                              | To              |
| Email                          |  |                |                              |                 |
| Company                        |  |                |                              | From            |
| Tel                            |  |                |                              |                 |
| Contact Person                 |  |                |                              | To              |
| Company                        |  |                |                              |                 |
| Company                        |  |                |                              | From            |
| Tel                            |  |                |                              |                 |
| Contact Person                 |  |                |                              | To              |
| Email                          |  |                |                              |                 |
| Company                        |  |                |                              | From            |
| Tel                            |  |                |                              |                 |
| Contact Person                 |  |                |                              | To              |
| Email                          |  |                |                              |                 |
| Company                        |  |                |                              | From            |
| Tel                            |  |                |                              |                 |
| Contact Person                 |  |                |                              | To              |
| Email                          |  |                |                              |                 |
| Company                        |  |                |                              | From            |
| Tel                            |  |                |                              |                 |
| Contact Person                 |  |                |                              | To              |
| Email                          |  |                |                              |                 |
| Company                        |  |                |                              | From            |
| Tel                            |  |                |                              |                 |
| Contact Person                 |  |                |                              | To              |
| Email                          |  |                |                              |                 |

Attach additional pages if more space is required.

|  |  |              |  |
|--|--|--------------|--|
| Number of sheets appended by the tenderer to this schedule (If nil, enter NIL) |  |              |  |
| SIGNATURE  |  | NAME (PRINT) |  |
| CAPACITY   |  | DATE         |  |
| NAME OF FIRM   |  |              |  |



**21. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS**

The following is a statement of similar work successfully executed by myself / ourselves:

| EMPLOYER<br>(Name, Tel, Fax, Email) |  | NATURE OF WORK | VALUE OF WORK<br>(INCL. VAT) | CONTRACT PERIOD |
|-------------------------------------|--|----------------|------------------------------|-----------------|
| Company                             |  |                |                              | From            |
| Tel                                 |  |                |                              |                 |
| Contact Person                      |  |                |                              | To              |
| Email                               |  |                |                              |                 |
| Company                             |  |                |                              | From            |
| Tel                                 |  |                |                              |                 |
| Contact Person                      |  |                |                              | To              |
| Email                               |  |                |                              |                 |
| Company                             |  |                |                              | From            |
| Tel                                 |  |                |                              |                 |
| Contact Person                      |  |                |                              | To              |
| Email                               |  |                |                              |                 |
| Company                             |  |                |                              | From            |
| Tel                                 |  |                |                              |                 |
| Contact Person                      |  |                |                              | To              |
| Email                               |  |                |                              |                 |
| Company                             |  |                |                              | From            |
| Tel                                 |  |                |                              |                 |
| Contact Person                      |  |                |                              | To              |
| Email                               |  |                |                              |                 |
| Company                             |  |                |                              | From            |
| Tel                                 |  |                |                              |                 |
| Contact Person                      |  |                |                              | To              |
| Email                               |  |                |                              |                 |

Attach additional pages if more space is required.

|  |  |
|--|--|
| Number of sheets appended by the tenderer to this schedule (If nil, enter NIL) |  |
|--|--|

|              |  |              |  |
|--------------|--|--------------|--|
| SIGNATURE    |  | NAME (PRINT) |  |
| CAPACITY     |  | DATE         |  |
| NAME OF FIRM |  |              |  |



## 22. CERTIFICATE OF REGISTRATION WITH CIDB

### CIDB Contractor Registration Certificate

A Certificate of Contractors Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this schedule.

Where a tenderer satisfies CIDB Contractor Grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

|  |  |  |
|--|--|--|
| Number of sheets appended by the tenderer to this schedule (If nil, enter NIL) |  |  |
| CRS Number:  |  |  |

|              |  |              |  |
|--------------|--|--------------|--|
| SIGNATURE    |  | NAME (PRINT) |  |
| CAPACITY     |  | DATE         |  |
| NAME OF FIRM |  |              |  |



### 23. FORM OF OFFER AND ACCEPTANCE

**NOTE:**

1. This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). Both forms must be signed in the original so that the successful bidder and the purchaser will be in possession of originally signed contracts for their respective records.
2. NO correction fluid/tape may be used.
  - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
3. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
  - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

|  | INDICATE WITH AN 'X' |  |  |  |           |  |  |  |
|--|----------------------|--|--|--|-----------|--|--|--|
| <b>Are you/is the firm a registered VAT Vendor</b> | <b>YES</b>           |  |  |  | <b>NO</b> |  |  |  |
| <b>If "YES", please provide VAT number</b>         |                      |  |  |  |           |  |  |  |

#### 1. OFFER

- 1.1. The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **B/SM: 09/26**
- 1.2. The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.
- 1.3. By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **Employer** under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

| THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS: |   |
|--|---|
| In figures:  | R |
| In words:  |   |
|  |   |

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

|                       |  |      |  |
|-----------------------|--|------|--|
| Signature(s)          |  |      |  |
| Name(s)               |  |      |  |
| Capacity              |  |      |  |
| Name of tenderer:     |  |      |  |
| Name of witness:      | <i>(Insert name and address of organisation)</i> | Date |  |
| Signature of witness: |  |      |  |





## **2. ACCEPTANCE**

- 2.1. By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.
- 2.2. Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.
- 2.3. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

|                          |  |       |
|--------------------------|--|-------|
| Signature(s):            |  |       |
| Name(s):                 |  |       |
| Capacity:                |  |       |
| <b>For the Employer:</b> | <b>Stellenbosch Municipality, Plein Street, Stellenbosch</b> |       |
| Name of witness:         |  | Date: |
| Signature of witness:    |  |       |



## 24. PRICING SCHEDULE

**NOTE:**

1. Only firm prices will be accepted. Non-firm prices will not be considered.
2. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
3. Document **MUST** be completed in non-erasable black ink.
4. NO correction fluid/tape may be used.
  - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
5. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.

I / We \_\_\_\_\_

(full name of Bidder) the undersigned in my capacity as \_\_\_\_\_

of the firm \_\_\_\_\_

hereby offer to Stellenbosch Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Stellenbosch Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

|  | INDICATE WITH AN 'X' |  |  |  |           |  |  |  |
|--|----------------------|--|--|--|-----------|--|--|--|
| <b>Are you/is the firm a registered VAT Vendor</b> | <b>YES</b>           |  |  |  | <b>NO</b> |  |  |  |
| <b>If "YES", please provide VAT number</b>         |                      |  |  |  |           |  |  |  |

**Please note the following:**

1. Stellenbosch Municipality reserves the right to adjust the scope of work/ quantity required to stay within its budget.
2. Only firm prices will be accepted and non-firm prices will not be considered.

|              |  |                 |  |
|--------------|--|-----------------|--|
| SIGNATURE    |  | NAME<br>(PRINT) |  |
| CAPACITY     |  | DATE            |  |
| NAME OF FIRM |  |                 |  |



## **PRICING SCHEDULE:**

### **17.1 Please note the following:**

Stellenbosch Municipality reserves the right to downward adjust the scope of work/quantity required to stay within its budget.

The following Pricing Schedule for this contract as per the table below must be completed. An item against which no price or a nil rate is entered will be considered to be covered by the other prices or rates in the Pricing Schedule. The contract sum must be time-based professional fees for the entire multi-disciplinary team of professionals for all the services in the scope of works. The bidder shall provide the full cost breakdown of the tender sum with hours and rates of each team member to substantiate the cost per activity in the pricing schedule on request from the Municipality.

The quantity given will be used to judge the total cost of the contract and allow for the adjudication of the contract price. The Pricing Schedule provides all the activities and all information given in the specification for the services required for the Scope of works, must be taken into account for pricing. All rates and prices in the pricing schedule to be exclusive of VAT, including summary, contingencies and contract totals and VAT only added to give the Total contract sum including VAT.

A sum rate, and/or price as applicable, must be entered against each item in the Pricing Schedule to include all cost for the activity and/or item.

Contingencies are only included as a provision for unforeseen circumstances and will need to be motivated and approved in writing prior to any work commencing.

Time-based professional fees are all-inclusive of travelling and other disbursements cost according to achieve the deliverables. Attendance of project meetings and the preparation of minutes and other administration duties to be included in the total project tender sum per category and stages to achieve milestone targets.

Stellenbosch Municipality does not bind itself to accept the lowest, part of or any tender and the Municipality reserves the right to adjust scope of work or quantities as specified.

|              |  |                 |  |
|--------------|--|-----------------|--|
| SIGNATURE    |  | NAME<br>(PRINT) |  |
| CAPACITY     |  | DATE            |  |
| NAME OF FIRM |  |                 |  |



## 18. PRICING SCHEDULE

The project is a subsidised (BNG) housing project which has been approved on the Business Plan of the Provincial Department of Infrastructure, in accordance with the subsidy quantum.

**NB:** Any contingencies that are required for the project must first be approved by the Municipality.

| <b>PART A: PRICING FOR COST ELEMENTS FOR BNG HOUSING</b>                         |   |                                 |  |
|--|---|---------------------------------|--|
| <b>Item</b>  | <b>Cost elements</b>  | <b>Rate for 1 dwelling unit</b> | <b>Rate for 255 BNG dwelling units</b> |
| 1.   | Earthworks  | R                               | R                                      |
| 2.   | Concrete, Formwork, & Reinforcement   | R                               | R                                      |
| 3.   | Brickwork   | R                               | R                                      |
| 4.   | Roof structure  | R                               | R                                      |
| 5.   | Ceiling and insulation  | R                               | R                                      |
| 6.   | Windows   | R                               | R                                      |
| 7.   | Doors and Frames  | R                               | R                                      |
| 8.   | Finishing and paintwork   | R                               | R                                      |
| 9.   | Electrical  | R                               | R                                      |
| 10.  | Plumbing and toilet   | R                               | R                                      |
| 11.  | Preliminary and General Costs   | R                               | R                                      |
| 14.  | Transfer cost (will be done by the Municipality)  | R 0                             | R 0                                    |
| 15.  | Beneficiary administration (will be done by the Municipality)   | R 0                             | R 0                                    |
|  | <b>Sub-total (PART A)</b>   | R                               | R                                      |
| <b>PART B: INSTALLATION OF A-GRADE SERVICES AND BULK INFRASTRUCTURE UPGRADES</b> |   |                                 |  |
| <b>Item</b>  | <b>Cost elements</b>  | <b>Rate for 1 dwelling unit</b> | <b>Rate for 274 residential units</b>  |
| 1.   | Cost for the installation of A-Grade internal services according to the approved layout plan (asphalt road) | R                               | R                                      |
| <b>Item</b>  | <b>Bulk infrastructure upgrade</b>  | <b>Quantity</b>                 | <b>Tender Amount</b>                   |
| 2.   | Upgrade 1: Widening of the R44 road   | Prov. Sum                       | R12 000 000                            |
|  | Upgrade 2: Establishment of the NMT links   | Sum                             | R                                      |
|  | <b>Sub-total (Part B)</b>   |                                 | R                                      |

|              |  |              |  |
|--------------|--|--------------|--|
| SIGNATURE    |  | NAME (PRINT) |  |
| CAPACITY     |  | DATE         |  |
| NAME OF FIRM |  |              |  |



| PART C: PROFESSIONAL CORE TEAM      |   |          |               |
|-------------------------------------|---|----------|---------------|
| Core team member                    |   |          | Tender Amount |
| 1.                                  | Project Manager                             |          | R             |
| 2.                                  | Civil Engineer                              |          | R             |
| 3.                                  | Structural Engineer                         |          | R             |
| 4.                                  | Electrical Engineer                         |          | R             |
| 5.                                  | Geotechnical Engineer                       |          | R             |
| 6.                                  | Quantity Surveyor                           |          | R             |
| 7.                                  | Land Surveyor                               |          | R             |
| 8.                                  | Architect                                   |          | R             |
| 9.                                  | Health and Safety Officer                   |          | R             |
| 10.                                 | Construction Manager                        |          | R             |
| 11.                                 | Environmental Practitioner                  |          | R             |
|                                     |   |          |               |
|                                     | <b>Sub-total (Part C)</b>                   |          | R             |
| PART D: RELOCATION DOWN-TIME PERIOD |   |          |               |
| Item                                | Description                                 | Quantity | Amount        |
| 1.                                  | Down-time for relocation period for 3 weeks | Sum      | R75 000       |
|                                     |   |          |               |
|                                     | <b>SUB-TOTAL EXCL. VAT</b>                  |          | R             |
|                                     | <b>Add 10% Contingency</b>                  |          | R             |
|                                     | <b>Add 15% VAT</b>                          |          | R             |
|                                     | <b>TOTAL TENDER SUM INCL. VAT</b>           |          | R             |

|              |  |                 |  |
|--------------|--|-----------------|--|
| SIGNATURE    |  | NAME<br>(PRINT) |  |
| CAPACITY     |  | DATE            |  |
| NAME OF FIRM |  |                 |  |



## 25. DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of \*my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

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I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

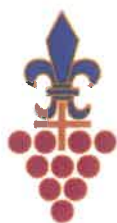
I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

|              |  |              |  |
|--------------|--|--------------|--|
| SIGNATURE    |  | NAME (PRINT) |  |
| CAPACITY     |  | DATE         |  |
| NAME OF FIRM |  |              |  |
| WITNESS 1    |  | WITNESS 2    |  |

# **ANNEXURE A**





# STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Application Number: LU/15064 (TP228/2022)

Your Reference Number:

Enquiries: Ulrich von Molendorff

Contact No: 021 808 8682

Email address: [Ulrich.Vonmolendorff@stellenbosch.gov.za](mailto:Ulrich.Vonmolendorff@stellenbosch.gov.za)

**PER E-MAIL:** [Rudolf.Schroder@zutari.com](mailto:Rudolf.Schroder@zutari.com) / [Shaun.October@stellenbosch.gov.za](mailto:Shaun.October@stellenbosch.gov.za)

Sir/Madam

## APPLICATION FOR REZONING AND SUBDIVISION ON FARM 527/7 STELLENBOSCH FARMS

1. The above application refers.
2. The Municipal Planning Tribunal on 1 March 2024 resolved as follows:
  - 2.1 That the applications in terms Section 15 (2) of the Stellenbosch Municipality Land Use Planning By-law, 2023 on Farm 527/7 Stellenbosch for the following:
    - 2.1.1 **Rezoning** in terms of Section 15 (2)(a) of the said by-law from Agriculture and Rural Zone to Subdivisional area in order to allow for the following uses:
      - a) 274 Conventional Residential Zone (Single Residential housing) erven ( $\pm 44\,291\text{ m}^2$ )
      - b) 2 Public Open Space Zone erven ( $\pm 699\text{ m}^2$ )
      - c) 1 Community Zone erven ( $\pm 577\text{ m}^2$ )
      - d) 1 Transport Facility Zone (Transport Embayment) erven ( $\pm 1929\text{ m}^2$ )
      - e) Public Roads and Parking Zone erven (Public Roads) ( $\pm 52\,069\text{ m}^2$ )
      - f) Agriculture and Rural Zone (Remainder  $\pm 49\,524\text{ m}^2$ )
    - 2.1.2 **Subdivision** in terms of Section 15 (2)(d) of the said by-law in accordance with the subdivisional plan in order to allow the proposed development.

**BE APPROVED** in terms of Section 60 of the said bylaw, subject to conditions in terms of Section 66 of the said Bylaw:

### 3. Conditions of Approval:

- 3.1 The approval applies only to the proposed development under consideration shall not be construed as authority to depart from any other legal prescriptions or requirements from Council or other legislation or Bylaws or Regulations that may be applicable.
- 3.2 The development be undertaken in accordance with the Subdivisional layout and phasing plan, Rev 3, drawn by CHH (Zutari Pty (Ltd)), dated 15/12/2023, attached as **Annexure C**.
- 3.3 A phasing plan which indicates the spatial phasing and associated timeframe of the development be submitted to the Municipality for approval.
- 3.4 The approval granted shall not exempt the applicant from complying with any other legal prescriptions or requirements that might have a bearing on the proposed use.
- 3.5 New erf diagrams or general plans for the newly created land units be submitted to the municipality for clearance and record purposes.
- 3.6 A Street Naming and Numbering Plan be submitted and approved prior to the issuing of Section 28 Certification.
- 3.7 An electronic copy (shp, dwg, dxf) of the approved General Plan be submitted to the Directorate Planning and Economic Development for record purposes, which plan indicate the following information:
  - a) Newly allocated erf numbers
  - b) Co-ordinates
  - c) Survey dimensions
  - d) Street names and numbering
- 3.8 Development charges are payable in accordance with the prevailing and applicable Council Tariffs at the time of payment prior to the transfer of the first property or approval of any building plans, whichever occurs first, or as may be agreed on in writing with the Director Infrastructure Services.
- 3.9 Should the full extent of permissible development rights, as approved herein-above, not be implemented initially or development is phased, a pro rata Development Charge will be levied in accordance with the extent to which the development rights will be implemented, provided that the remaining development charges will be levied for the remaining permissible development rights when implemented in future. Remaining Development Charges will be

levied in accordance with the prevailing and applicable Council Tariffs at the time of payment prior to the transfer of the first property or approval of any building plans, whichever occurs first.

3.10 A service agreement regarding the responsibilities for the provision of engineering services be entered into with the Municipality prior to the construction of any Engineering services or infrastructure in terms of Section 66(3) and Section 82(4) of the said Bylaw, which service agreement includes and complies with the conditions as imposed by the Directorate Infrastructure Services in their memo dated 16 February 2024, attached as **Annexure J**.

3.11 The conditions imposed by the Western Cape: Transport Infrastructure as contained in their letter dated 27 February 2024, attached as **Annexure K**, be complied with.

3.12 The final SDP must consider the inclusion of functional recreation space and greening in support of a liveable environment.

**4. The reasons for the above decision are as follows:**

4.1 The scale and nature of the proposed development will not compromise the existing character of the surrounding urban landscape considering that it will offer residential opportunities in the area.

4.2 The subject property is located within the approved urban edge of Stellenbosch and the proposed development is included in the Municipal Capital Expenditure Framework.

4.3 Provision has been made for the required infrastructure and there are sufficient services to support the proposal.

**5. Matters to be noted:**

5.1 The subdivision only comes into effect once all suspensive conditions or relevant legislative provisions have been complied with.

5.2 The approval granted shall not exempt the applicant from complying with any other legal prescriptions or requirements that might have a bearing on the proposed use.

5.3 All engineering services and infrastructure as required in terms of the conditions and services agreement be complied with to the satisfaction of the Municipality and/ or the relevant authority prior to the issuing of a Section 28 Certification.

5.4 Building plans be submitted and approved by the Municipality prior to the commencing of any building works, including the preparation of land, which will only be approved when all relevant (or qualified) conditions of approval have been complied with.

6. You are hereby informed in terms of section 79(2) of the Stellenbosch Municipal Land Use Planning Bylaw of your right to appeal the above decision to the Appeal Authority within 21 days from the date of notification of the above decision. Please note that no late appeals or an extension of time for the submission of appeals are permitted in terms of Section 80(1)(a) of the said By-Law.

7. Appeals must be submitted with the prescribed information to satisfy the requirements of Section 80(2) of the said By-law, failing which the appeal will be invalid in terms of Section 81(1)(b) of the said By-Law. The following prescribed information is accordingly required:

7.1 The personal particulars of the Appellant, including:

- a) First names and surname
- b) ID number
- c) Company of Legal person's name (if applicable)
- d) Physical Address
- e) Contact details, including a Cell number and E-Mail address

7.2 Reference to this correspondence and the relevant property details on which the appeal is submitted.

7.3 The grounds of the appeal which may include the following grounds:

- a) that the administrative action was not procedurally fair as contemplated in the Promotion of Administrative Justice Act, 2000 (Act 3 of 2000)
- b) grounds relating to the merits of the land development or land use application on which the appellant believes the authorised decision maker erred in coming to the conclusion it did.

7.4 Whether the appeal is lodged against the whole decision or a part of the decision.

7.5 If the appeal is lodged against a part of the decision, a description of the part.

7.6 If the appeal is lodged against a condition of approval, a description of the condition.

7.7 The factual or legal findings that the appellant relies on.

7.8 The relief sought by the appellant.

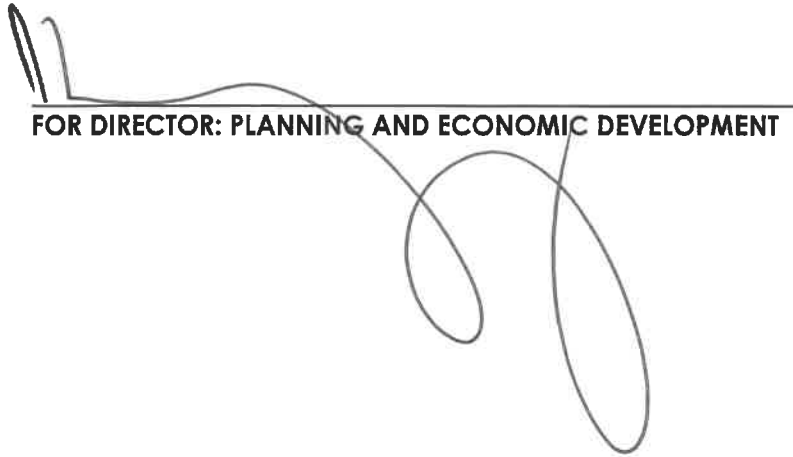
7.9 Any issue that the appellant wishes the Appeal Authority to consider in making its decision.

7.10 That the appeal includes the following declaration by the Appellant:

- a) The Appellant confirms that the information contained in the subject appeal and accompanied information and documentation is complete and correct
  - b) That the Appellant is aware that it is an offence in terms of Section 86(1)(d) of the said By-Law to supply particulars, information or answers in an appeal against a decision on an application, or in any documentation or representation related to an appeal, knowing it to be false, incorrect or misleading or not believing them to be correct.
8. Appeals must be addressed to the Municipal Manager and submitted to his/ her designated official by means of e-mail at the following address: [landuse.appeals@stellenbosch.gov.za](mailto:landuse.appeals@stellenbosch.gov.za)
9. Any party (applicant or other) who lodges an appeal must pay the applicable appeal fee in terms of the approved municipal tariffs and submit the proof of payment together with the appeal. The **LU** Reference number on this correspondence, or the applicable Erf/ Farm Number must be used as the reference for the payment of the appeal fee.
10. The approved tariff structure and the banking details for the General Account can be accessed and viewed on the municipal website. For any enquiries the office can be contacted at [landuse.appeals@stellenbosch.gov.za](mailto:landuse.appeals@stellenbosch.gov.za)
11. An applicant who lodges an appeal must also adhere to the following requirements stipulated in terms of section 80(3) to (7) of the said By-law:
- (a) Simultaneously serve the appeal on any person who commented on the application concerned and any other person as the municipality may determine.
  - (b) The notice by the applicant must invite persons to comment on the appeal within 21 days from date of notification of the appeal.
  - (c) The notice must be served in accordance with section 35 of the said legislation and in accordance with the prescripts or such additional requirements as may be determined by the Municipality.
  - (d) Proof of serving the notification must be submitted to the Municipality at the above E-mail address within 14 days of serving the notification.
12. Kindly note that no appeal right exists in terms of Section 62 of the Local Government Municipal Systems Act, No 32 of 2000.

13. Kindly note the above decision in the case of any approval, is suspended, and may therefore not be acted on, until such time as the period for lodging appeals has lapsed, any appeal has been finalised and you've been advised accordingly.

Yours faithfully



A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned over a horizontal line.

---

**FOR DIRECTOR: PLANNING AND ECONOMIC DEVELOPMENT**

20/3/2024  
DATE

**COPIES TO:**

- 1) Althea Claudine Pietersen (Erf 408)  
Email: [altheacpietersen@gmail.com](mailto:altheacpietersen@gmail.com)
- 2) Anthony Haralambous (Erf 527)  
Email: [tonyhara3@gmail.com](mailto:tonyhara3@gmail.com)
- 3) Anton Phillip Van Gass  
Email: [anton@stabilidcape.co.za](mailto:anton@stabilidcape.co.za)
- 4) CJ February (Jamestown Erfnis / Heritage)  
Email: [chrisbenjf@hotmail.com](mailto:chrisbenjf@hotmail.com)
- 5) CJ February (510/206)  
Email: [chrisbenjf@hotmail.com](mailto:chrisbenjf@hotmail.com)
- 6) Deborah Davidse (erf 199)  
Email: [debbie@hwt.co.za](mailto:debbie@hwt.co.za)
- 7) Dora Brocchetto (Erf 925)  
Email: [dora@cieltex.co.za](mailto:dora@cieltex.co.za)
- 8) Erna Mouton (Erf 851)  
Email: [erna@medinsco.co.za](mailto:erna@medinsco.co.za)
- 9) Gerado Williams (Erf 403)  
Email: [gerwil@mweb.co.za](mailto:gerwil@mweb.co.za)
- 10) LG Neethling (Erf 914)  
Email: [gneethling@gmail.com](mailto:gneethling@gmail.com)
- 11) Grant Gideons (erf 449)  
Email: [grantgideons@gmail.com](mailto:grantgideons@gmail.com)
- 12) IM Langhout (Erf 853)  
Email: [ilse@adven.co.za](mailto:ilse@adven.co.za)
- 13) James F Keen (Erf 510/207)  
Email: [jamesfkeen@gmail.com](mailto:jamesfkeen@gmail.com)
- 14) Janice Pietersen (Erf 252)  
Email: [Janice.pietersen7@gmail.com](mailto:Janice.pietersen7@gmail.com)
- 15) Jaen Boje (Erf 903)  
Email: [nicboje23@gmail.com](mailto:nicboje23@gmail.com)



- 16)** Jeanine Groenewald (Erf 889)  
Email: [Jeanine.groenewald@gmail.com](mailto:Jeanine.groenewald@gmail.com)
- 17)** Konrad Frederik Brand (Erf 855)  
Email: [kbrand@tutanota.com](mailto:kbrand@tutanota.com)
- 18)** Leishan-Ruth Lewis (Erf 819)  
Email: [leishan.berg@gmail.com](mailto:leishan.berg@gmail.com)
- 19)** Mariet Smal (Erf 842)  
Email: [marietsmal@gmail.com](mailto:marietsmal@gmail.com)
- 20)** Nicola Gilomee (erf 46)  
Email: [nicolagilomee@gmail.com](mailto:nicolagilomee@gmail.com)
- 21)** Paul Mouton (Erf 851)  
Email: [paul@insuredoc.co.za](mailto:paul@insuredoc.co.za)
- 22)** Philippa Aschmann (Erf 843)  
Email: [Philippa.hatting@gmail.com](mailto:Philippa.hatting@gmail.com)
- 23)** Rene Spies  
Email: [Jamestown.ratepayers@gmail.com](mailto:Jamestown.ratepayers@gmail.com) / [rene@redletterdaypictures.com](mailto:rene@redletterdaypictures.com)
- 24)** Riaan Snyman (Erf 924)  
Email: [riaans@citylogistics.co.za](mailto:riaans@citylogistics.co.za) / [snyman.riaan6@gmail.com](mailto:snyman.riaan6@gmail.com)
- 25)** Stefan Blommaert  
Email: [Stefan.Blommaert@bextrans.co.za](mailto:Stefan.Blommaert@bextrans.co.za)
- 26)** JW Conradie (TERS) (Erf 862)  
Email: [ters.conradie@za.lactalis.com](mailto:ters.conradie@za.lactalis.com)
- 27)** Wilbar Robberts  
Email: [wilbarrob@gmail.com](mailto:wilbarrob@gmail.com)
- 28)** Mark Le Roux  
Email:
- 29)** Rene Van Rooyen  
Email: [Jamestown.ratepayers@gmail.com](mailto:Jamestown.ratepayers@gmail.com)
- 30)** Glynis Osborne  
Email: [glynisosborne@gmail.com](mailto:glynisosborne@gmail.com)

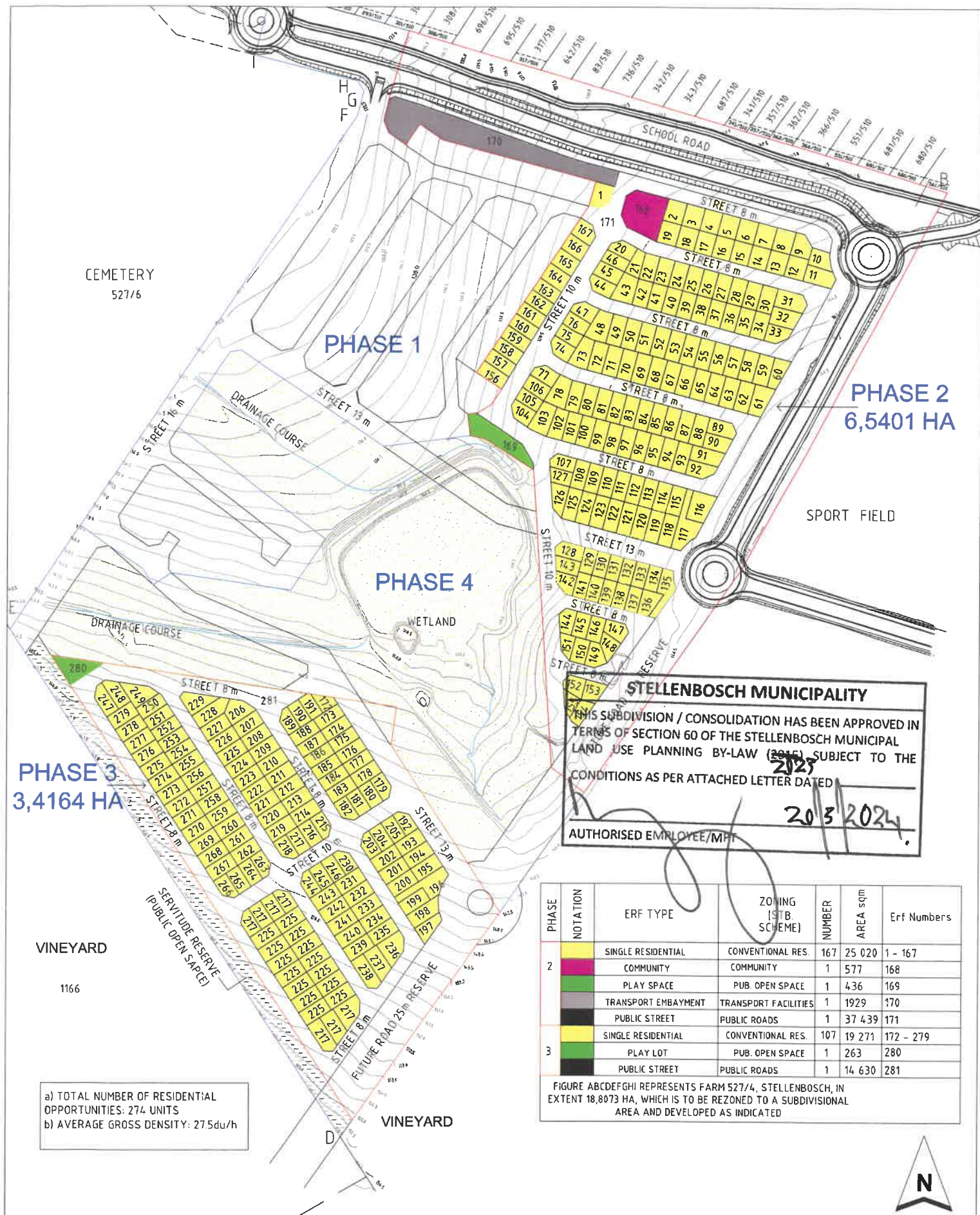
- 31)** Leon Jubilius  
Email: [Leon.jubilius@ahg-property.co.za](mailto:Leon.jubilius@ahg-property.co.za)
- 32)** Raphael Dornier  
Email: [raphael@montangelis.co.za](mailto:raphael@montangelis.co.za)
- 33)** Minette du Preez Joubert  
Email: [minettedpj@gmail.com](mailto:minettedpj@gmail.com)
- 34)** Fred Whelpton  
Email: [whelpton@nttgroup.co.za](mailto:whelpton@nttgroup.co.za)
- 35)** Linda Isaacs  
Email: [lisaacs38@gmail.com](mailto:lisaacs38@gmail.com)
- 36)** Willem Boshoff  
Email: [wimpie2@sun.ac.za](mailto:wimpie2@sun.ac.za)
- 37)** Johanna Griesel  
Email: [annelize.laubscher@gmail.com](mailto:annelize.laubscher@gmail.com)
- 38)** Andrew Pyke  
Email: [pyke\\_jr@yahoo.com](mailto:pyke_jr@yahoo.com)
- 39)** Dr Chris Giezing  
Email: [admin@drchrisgiezing.co.za](mailto:admin@drchrisgiezing.co.za)
- 40)** Inus Kempen  
Email: [inus@adept.co.za](mailto:inus@adept.co.za)
- 41)** Lizette Van Der Merwe  
Email: [bizzilizzi1@gmail.com](mailto:bizzilizzi1@gmail.com)
- 42)** Craig Thomson  
Email: [craigthom69@gmail.com](mailto:craigthom69@gmail.com)
- 43)** CP Van Wyk  
Email: [CP.vanWyk@psg.co.za](mailto:CP.vanWyk@psg.co.za)
- 44)** Candice Bester  
Email: [candice@canelle.co.za](mailto:candice@canelle.co.za)
- 45)** Barnie Van Straten  
Email: [Barnie@beyerskloof.co.za](mailto:Barnie@beyerskloof.co.za)
- 46)** Johann Laubscher  
Email: [jl45@telkomsa.net](mailto:jl45@telkomsa.net)

- 47) Francois Hugo  
Email: [drfdhugo@mweb.co.za](mailto:drfdhugo@mweb.co.za)
- 48) Nicoline Roberts  
Email: [info@medskills.co.za](mailto:info@medskills.co.za)
- 49) Gerhard  
Email: [gerhard@gemini-marine.com](mailto:gerhard@gemini-marine.com)
- 50) Juan Pierre Du Preez  
Email: [juanpierre.r.dupreez@gmail.com](mailto:juanpierre.r.dupreez@gmail.com)
- 51) Kerry Pyke  
Email: [Kerry\\_pyke@yahoo.com](mailto:Kerry_pyke@yahoo.com)
- 52) Leishan Berg  
Email: [leishan.berg@gmail.com](mailto:leishan.berg@gmail.com)
- 53) Lynda Roelffze  
Email: [lyndaroeloffze@gmail.com](mailto:lyndaroeloffze@gmail.com)
- 54) Margot Du Toit  
Email: [margotdtoit@gmail.com](mailto:margotdtoit@gmail.com)
- 55) McElroy Hoffmann  
Email: [mr@mcelroy.co.za](mailto:mr@mcelroy.co.za)
- 56) Zaneke Coetzee  
Email: [zanekecoetzee@icloud.com](mailto:zanekecoetzee@icloud.com)
- 57) Werner Bester  
Email: [werner@devier.co.za](mailto:werner@devier.co.za)
- 58) Raymond Wiesner  
Email: [raymondwies@gmail.com](mailto:raymondwies@gmail.com)
- 59) Paul McNaughton  
Email: [ram2@iafrica.com](mailto:ram2@iafrica.com)
- 60) Revere Thomson  
Email: [reverethomson@gmail.com](mailto:reverethomson@gmail.com)
- 61) Stellenbosch PR  
Email: [stellenboschpr@gmail.com](mailto:stellenboschpr@gmail.com)

**62)** Sue Rymer  
Email: [suedotrymer@gmail.com](mailto:suedotrymer@gmail.com)

**63)** Charlene Theunissen  
Email: [tthatch@adept.co.za](mailto:tthatch@adept.co.za)

**64)** Olivia Muller  
Email: [vos@handlethis.co.za](mailto:vos@handlethis.co.za)



**ZUTARI**  
IMPACT. ENGINEERED.

CLIENT

**STELLENBOSCH**  
STELLENBOSCH • PHILIP • FRANSCHÖEK  
MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

DISCLAIMER

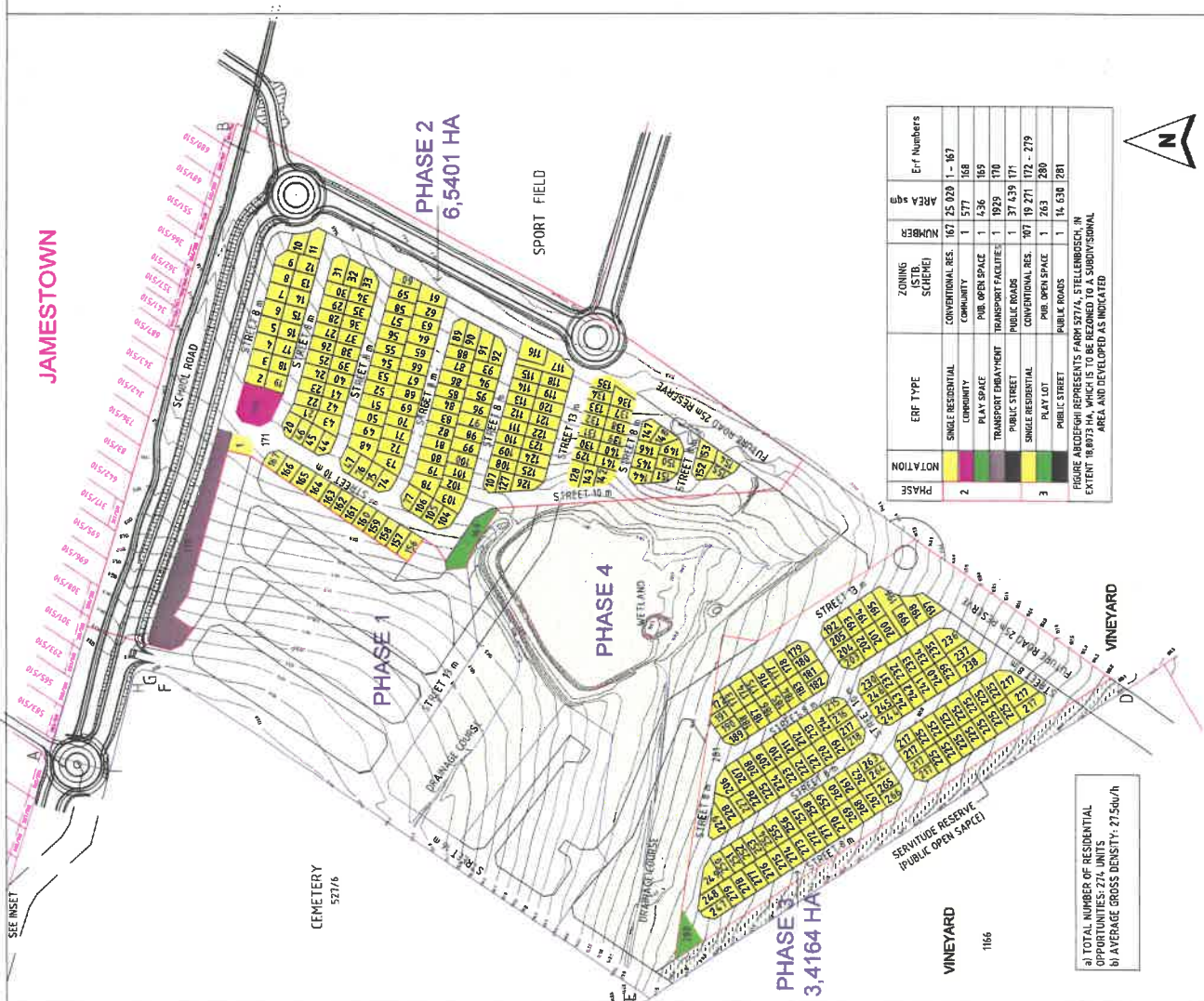
IF CONSTRUCTION  
DRAWINGS ARE ISSUED  
UNSIGNED, THE MASTER  
WITH THE ORIGINAL  
SIGNATURE OF  
APPROVAL WILL BE  
HELD AT THE ZUTARI  
OFFICE OF THE  
APPROVER

REV DATE

REV3 15/12/2023

SUB-DIVISIONAL\_LAYOUT





| PHASE | NOTATION | ERF TYPE                     | ZONING (STB SCHEME) | NUMBER | AREA sqm   | ERF NUMBERS |
|-------|----------|------------------------------|---------------------|--------|------------|-------------|
| 2     |          | SINGLE RESIDENTIAL COMMUNITY | CONVENTIONAL RES.   | 167    | 25 021     | 1 - 167     |
| 3     |          | PLAY SPACE                   | CONVENTIONAL RES.   | 1      | 577        | 168         |
| 3     |          | TRANSPORT FACILITY           | CONVENTIONAL RES.   | 1      | 436        | 169         |
| 3     |          | PUBLIC STREET                | CONVENTIONAL RES.   | 1      | 1929       | 170         |
| 3     |          | PUBLIC LOT                   | CONVENTIONAL RES.   | 1      | 37 439     | 171         |
| 3     |          | PUBLIC OPEN SPACE            | CONVENTIONAL RES.   | 1      | 107 19 271 | 172 - 279   |
| 3     |          | PUBLIC STREET                | CONVENTIONAL RES.   | 1      | 263        | 280         |
| 3     |          | PUBLIC OPEN SPACE            | CONVENTIONAL RES.   | 1      | 14 638     | 281         |

a) TOTAL NUMBER OF RESIDENTIAL OPPORTUNITIES: 274 UNITS  
b) AVERAGE GROSS DENSITY: 27.5du/h

| NOTATION | ERF AREA sqm | ZONING (STB SCHEME) | NOTATION | ERF AREA sqm | ZONING (STB SCHEME) | NOTATION | ERF AREA sqm | ZONING (STB SCHEME) |
|----------|--------------|---------------------|----------|--------------|---------------------|----------|--------------|---------------------|
| 1        | 167sqm       | CONVENTIONAL RES.   | 72       | 155sqm       | CONVENTIONAL RES.   | 143      | 191sqm       | CONVENTIONAL RES.   |
| 2        | 147sqm       | CONVENTIONAL RES.   | 73       | 185sqm       | CONVENTIONAL RES.   | 144      | 191sqm       | CONVENTIONAL RES.   |
| 3        | 147sqm       | CONVENTIONAL RES.   | 74       | 133sqm       | CONVENTIONAL RES.   | 145      | 191sqm       | CONVENTIONAL RES.   |
| 4        | 147sqm       | CONVENTIONAL RES.   | 75       | 126sqm       | CONVENTIONAL RES.   | 146      | 191sqm       | CONVENTIONAL RES.   |
| 5        | 149sqm       | CONVENTIONAL RES.   | 76       | 128sqm       | CONVENTIONAL RES.   | 147      | 191sqm       | CONVENTIONAL RES.   |
| 6        | 150sqm       | CONVENTIONAL RES.   | 77       | 130sqm       | CONVENTIONAL RES.   | 148      | 191sqm       | CONVENTIONAL RES.   |
| 7        | 152sqm       | CONVENTIONAL RES.   | 78       | 132sqm       | CONVENTIONAL RES.   | 149      | 191sqm       | CONVENTIONAL RES.   |
| 8        | 154sqm       | CONVENTIONAL RES.   | 79       | 134sqm       | CONVENTIONAL RES.   | 150      | 191sqm       | CONVENTIONAL RES.   |
| 9        | 156sqm       | CONVENTIONAL RES.   | 80       | 136sqm       | CONVENTIONAL RES.   | 151      | 191sqm       | CONVENTIONAL RES.   |
| 10       | 158sqm       | CONVENTIONAL RES.   | 81       | 138sqm       | CONVENTIONAL RES.   | 152      | 191sqm       | CONVENTIONAL RES.   |
| 11       | 160sqm       | CONVENTIONAL RES.   | 82       | 140sqm       | CONVENTIONAL RES.   | 153      | 191sqm       | CONVENTIONAL RES.   |
| 12       | 162sqm       | CONVENTIONAL RES.   | 83       | 142sqm       | CONVENTIONAL RES.   | 154      | 191sqm       | CONVENTIONAL RES.   |
| 13       | 164sqm       | CONVENTIONAL RES.   | 84       | 144sqm       | CONVENTIONAL RES.   | 155      | 191sqm       | CONVENTIONAL RES.   |
| 14       | 166sqm       | CONVENTIONAL RES.   | 85       | 146sqm       | CONVENTIONAL RES.   | 156      | 191sqm       | CONVENTIONAL RES.   |
| 15       | 168sqm       | CONVENTIONAL RES.   | 86       | 148sqm       | CONVENTIONAL RES.   | 157      | 191sqm       | CONVENTIONAL RES.   |
| 16       | 170sqm       | CONVENTIONAL RES.   | 87       | 150sqm       | CONVENTIONAL RES.   | 158      | 191sqm       | CONVENTIONAL RES.   |
| 17       | 172sqm       | CONVENTIONAL RES.   | 88       | 152sqm       | CONVENTIONAL RES.   | 159      | 191sqm       | CONVENTIONAL RES.   |
| 18       | 174sqm       | CONVENTIONAL RES.   | 89       | 154sqm       | CONVENTIONAL RES.   | 160      | 191sqm       | CONVENTIONAL RES.   |
| 19       | 176sqm       | CONVENTIONAL RES.   | 90       | 156sqm       | CONVENTIONAL RES.   | 161      | 191sqm       | CONVENTIONAL RES.   |
| 20       | 178sqm       | CONVENTIONAL RES.   | 91       | 158sqm       | CONVENTIONAL RES.   | 162      | 191sqm       | CONVENTIONAL RES.   |
| 21       | 180sqm       | CONVENTIONAL RES.   | 92       | 160sqm       | CONVENTIONAL RES.   | 163      | 191sqm       | CONVENTIONAL RES.   |
| 22       | 182sqm       | CONVENTIONAL RES.   | 93       | 162sqm       | CONVENTIONAL RES.   | 164      | 191sqm       | CONVENTIONAL RES.   |
| 23       | 184sqm       | CONVENTIONAL RES.   | 94       | 164sqm       | CONVENTIONAL RES.   | 165      | 191sqm       | CONVENTIONAL RES.   |
| 24       | 186sqm       | CONVENTIONAL RES.   | 95       | 166sqm       | CONVENTIONAL RES.   | 166      | 191sqm       | CONVENTIONAL RES.   |
| 25       | 188sqm       | CONVENTIONAL RES.   | 96       | 168sqm       | CONVENTIONAL RES.   | 167      | 191sqm       | CONVENTIONAL RES.   |
| 26       | 190sqm       | CONVENTIONAL RES.   | 97       | 170sqm       | CONVENTIONAL RES.   | 168      | 191sqm       | CONVENTIONAL RES.   |
| 27       | 192sqm       | CONVENTIONAL RES.   | 98       | 172sqm       | CONVENTIONAL RES.   | 169      | 191sqm       | CONVENTIONAL RES.   |
| 28       | 194sqm       | CONVENTIONAL RES.   | 99       | 174sqm       | CONVENTIONAL RES.   | 170      | 191sqm       | CONVENTIONAL RES.   |
| 29       | 196sqm       | CONVENTIONAL RES.   | 100      | 176sqm       | CONVENTIONAL RES.   | 171      | 191sqm       | CONVENTIONAL RES.   |
| 30       | 198sqm       | CONVENTIONAL RES.   | 101      | 178sqm       | CONVENTIONAL RES.   | 172      | 191sqm       | CONVENTIONAL RES.   |
| 31       | 200sqm       | CONVENTIONAL RES.   | 102      | 180sqm       | CONVENTIONAL RES.   | 173      | 191sqm       | CONVENTIONAL RES.   |
| 32       | 202sqm       | CONVENTIONAL RES.   | 103      | 182sqm       | CONVENTIONAL RES.   | 174      | 191sqm       | CONVENTIONAL RES.   |
| 33       | 204sqm       | CONVENTIONAL RES.   | 104      | 184sqm       | CONVENTIONAL RES.   | 175      | 191sqm       | CONVENTIONAL RES.   |
| 34       | 206sqm       | CONVENTIONAL RES.   | 105      | 186sqm       | CONVENTIONAL RES.   | 176      | 191sqm       | CONVENTIONAL RES.   |
| 35       | 208sqm       | CONVENTIONAL RES.   | 106      | 188sqm       | CONVENTIONAL RES.   | 177      | 191sqm       | CONVENTIONAL RES.   |
| 36       | 210sqm       | CONVENTIONAL RES.   | 107      | 190sqm       | CONVENTIONAL RES.   | 178      | 191sqm       | CONVENTIONAL RES.   |
| 37       | 212sqm       | CONVENTIONAL RES.   | 108      | 192sqm       | CONVENTIONAL RES.   | 179      | 191sqm       | CONVENTIONAL RES.   |
| 38       | 214sqm       | CONVENTIONAL RES.   | 109      | 194sqm       | CONVENTIONAL RES.   | 180      | 191sqm       | CONVENTIONAL RES.   |
| 39       | 216sqm       | CONVENTIONAL RES.   | 110      | 196sqm       | CONVENTIONAL RES.   | 181      | 191sqm       | CONVENTIONAL RES.   |
| 40       | 218sqm       | CONVENTIONAL RES.   | 111      | 198sqm       | CONVENTIONAL RES.   | 182      | 191sqm       | CONVENTIONAL RES.   |
| 41       | 220sqm       | CONVENTIONAL RES.   | 112      | 200sqm       | CONVENTIONAL RES.   | 183      | 191sqm       | CONVENTIONAL RES.   |
| 42       | 222sqm       | CONVENTIONAL RES.   | 113      | 202sqm       | CONVENTIONAL RES.   | 184      | 191sqm       | CONVENTIONAL RES.   |
| 43       | 224sqm       | CONVENTIONAL RES.   | 114      | 204sqm       | CONVENTIONAL RES.   | 185      | 191sqm       | CONVENTIONAL RES.   |
| 44       | 226sqm       | CONVENTIONAL RES.   | 115      | 206sqm       | CONVENTIONAL RES.   | 186      | 191sqm       | CONVENTIONAL RES.   |
| 45       | 228sqm       | CONVENTIONAL RES.   | 116      | 208sqm       | CONVENTIONAL RES.   | 187      | 191sqm       | CONVENTIONAL RES.   |
| 46       | 230sqm       | CONVENTIONAL RES.   | 117      | 210sqm       | CONVENTIONAL RES.   | 188      | 191sqm       | CONVENTIONAL RES.   |
| 47       | 232sqm       | CONVENTIONAL RES.   | 118      | 212sqm       | CONVENTIONAL RES.   | 189      | 191sqm       | CONVENTIONAL RES.   |
| 48       | 234sqm       | CONVENTIONAL RES.   | 119      | 214sqm       | CONVENTIONAL RES.   | 190      | 191sqm       | CONVENTIONAL RES.   |
| 49       | 236sqm       | CONVENTIONAL RES.   | 120      | 216sqm       | CONVENTIONAL RES.   | 191      | 191sqm       | CONVENTIONAL RES.   |
| 50       | 238sqm       | CONVENTIONAL RES.   | 121      | 218sqm       | CONVENTIONAL RES.   | 192      | 191sqm       | CONVENTIONAL RES.   |
| 51       | 240sqm       | CONVENTIONAL RES.   | 122      | 220sqm       | CONVENTIONAL RES.   | 193      | 191sqm       | CONVENTIONAL RES.   |
| 52       | 242sqm       | CONVENTIONAL RES.   | 123      | 222sqm       | CONVENTIONAL RES.   | 194      | 191sqm       | CONVENTIONAL RES.   |
| 53       | 244sqm       | CONVENTIONAL RES.   | 124      | 224sqm       | CONVENTIONAL RES.   | 195      | 191sqm       | CONVENTIONAL RES.   |
| 54       | 246sqm       | CONVENTIONAL RES.   | 125      | 226sqm       | CONVENTIONAL RES.   | 196      | 191sqm       | CONVENTIONAL RES.   |
| 55       | 248sqm       | CONVENTIONAL RES.   | 126      | 228sqm       | CONVENTIONAL RES.   | 197      | 191sqm       | CONVENTIONAL RES.   |
| 56       | 250sqm       | CONVENTIONAL RES.   | 127      | 230sqm       | CONVENTIONAL RES.   | 198      | 191sqm       | CONVENTIONAL RES.   |
| 57       | 252sqm       | CONVENTIONAL RES.   | 128      | 232sqm       | CONVENTIONAL RES.   | 199      | 191sqm       | CONVENTIONAL RES.   |
| 58       | 254sqm       | CONVENTIONAL RES.   | 129      | 234sqm       | CONVENTIONAL RES.   | 200      | 191sqm       | CONVENTIONAL RES.   |
| 59       | 256sqm       | CONVENTIONAL RES.   | 130      | 236sqm       | CONVENTIONAL RES.   | 201      | 191sqm       | CONVENTIONAL RES.   |
| 60       | 258sqm       | CONVENTIONAL RES.   | 131      | 238sqm       | CONVENTIONAL RES.   | 202      | 191sqm       | CONVENTIONAL RES.   |
| 61       | 260sqm       | CONVENTIONAL RES.   | 132      | 240sqm       | CONVENTIONAL RES.   | 203      | 191sqm       | CONVENTIONAL RES.   |
| 62       | 262sqm       | CONVENTIONAL RES.   | 133      | 242sqm       | CONVENTIONAL RES.   | 204      | 191sqm       | CONVENTIONAL RES.   |
| 63       | 264sqm       | CONVENTIONAL RES.   | 134      | 244sqm       | CONVENTIONAL RES.   | 205      | 191sqm       | CONVENTIONAL RES.   |
| 64       | 266sqm       | CONVENTIONAL RES.   | 135      | 246sqm       | CONVENTIONAL RES.   | 206      | 191sqm       | CONVENTIONAL RES.   |
| 65       | 268sqm       | CONVENTIONAL RES.   | 136      | 248sqm       | CONVENTIONAL RES.   | 207      | 191sqm       | CONVENTIONAL RES.   |
| 66       | 270sqm       | CONVENTIONAL RES.   | 137      | 250sqm       | CONVENTIONAL RES.   | 208      | 191sqm       | CONVENTIONAL RES.   |
| 67       | 272sqm       | CONVENTIONAL RES.   | 138      | 252sqm       | CONVENTIONAL RES.   | 209      | 191sqm       | CONVENTIONAL RES.   |
| 68       | 274sqm       | CONVENTIONAL RES.   | 139      | 254sqm       | CONVENTIONAL RES.   | 210      | 191sqm       | CONVENTIONAL RES.   |
| 69       | 276sqm       | CONVENTIONAL RES.   | 140      | 256sqm       | CONVENTIONAL RES.   | 211      | 191sqm       | CONVENTIONAL RES.   |
| 70       | 278sqm       | CONVENTIONAL RES.   | 141      | 258sqm       | CONVENTIONAL RES.   | 212      | 191sqm       | CONVENTIONAL RES.   |
| 71       | 280sqm       | CONVENTIONAL RES.   | 142      | 260sqm       | CONVENTIONAL RES.   | 213      | 191sqm       | CONVENTIONAL RES.   |

IMPACT. ENGINEERED.

CLIENT: STELLENBOSCH MUNICIPALITY • UNABRAE • NORTHERN

DISCLAIMER: IF CONSTRUCTION JAMSTOWN DEVELOPMENT FRAMEWORK WITH THE ORIGINAL JAMSTOWN DEVELOPMENT FRAMEWORK, THE CLIENT WILL BE RESPONSIBLE FOR ANY CHANGES TO THE APPROVAL.

KEY DATE: 15/05/2023

PROJECT: FARM 527/14 STELLENBOSCH

TITLE: JAMSTOWN DEVELOPMENT FRAMEWORK

DATE: 15/05/2023

APPROVED: R.S.

APPROVAL: R.S.

SCALE: 1:1000

SIZE: A3

REVISION: 1

REVISION: 2

REVISION: 3

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**ANNEXURE J: COMMENT FROM THE DIRECTOR: INFRASTRUCTURE  
SERVICES**





# MEMO

**DIRECTORATE: INFRASTRUCTURE SERVICES  
DIREKTORAAT: INFRASTRUKTUURDIENSTE**

**CIVIL ENGINEERING SERVICES**

**To ▫ Aan:** Director: Planning + Economic Development  
**Att Aandag** Nolutindiso Momoti  
**From ▫ Van:** Director: Infrastructure Services  
**Date ▫ Datum:** 16 February 2024  
**Our Ref ▫ Ons Verw:** Civil LU 2436  
**Your Ref:** LU/15064  
**Re ▫ Insake:** Farm 527/7, Stellenbosch: An application is made in terms of Section 15 (2)(a) of the Stellenbosch Municipality Land Use Planning By-law, 2015 for the Rezoning of Farm 527/7 Stellenbosch Farms from Agriculture and Rural Zone to Subdivisional area in order to allow for the following uses: a) 175 Conventional Residential Zone (Subsidy housing + Single residential housing) erven (± 23 615 m<sup>2</sup>) b) 71 Conventional Residential Zone (Gap Housing) erven (± 12 622 m<sup>2</sup>) c) 176 Multi unit Residential Zone (flats) (± 20 616 m<sup>2</sup>) d) 2 Public Open Space Zone erven (± 4 246 m<sup>2</sup>) e) 1 Community Zone erven (± 1 100 m<sup>2</sup>) f) 1 Transport facility Zone (Taxi rank) erven (± 516 m<sup>2</sup>) g) Public Roads and Parking Zone erven An application is made in terms of Section 15 (2)(d) of the Stellenbosch Municipality Land Use Planning By-law, 2015 for the Subdivision of Farm 527/7 Stellenbosch in accordance with the Subdivisional Plan.

Details, specifications and information reflected in the following documents refer:

- Jamestown Development Framework Drawing No 1002169 Number 230228 Rev 2 by Zutari dated 15/12/2023;
- Engineering Services Report by Zutari dated 2023/11/03 (Rev 0);
- Traffic Impact Assessment by Zutari dated 2024/01/31 Rev 3 (received via e-mail 15 Feb 2024);
- GLS report on water and sewer capacity dated 11 July 2023;

These comments and conditions are based on the following proposed development parameters:

**PROPOSED REZONING AND SUBDIVISION OF FARM 527 PORTION 4**

| PHASE   | NOTATION | ERF TYPE            | ZONING<br>(STB.<br>SCHEME) | NUMBER | AREA sqm | Erf Numbers |
|---|----------|---------------------|----------------------------|--------|----------|-------------|
| 2   |          | SINGLE RESIDENTIAL  | CONVENTIONAL RES.          | 167    | 25 020   | 1 - 167     |
|   |          | COMMUNITY           | COMMUNITY                  | 1      | 577      | 168         |
|   |          | PLAY SPACE          | PUB. OPEN SPACE            | 1      | 436      | 169         |
|   |          | TRANSPORT EMBAYMENT | TRANSPORT FACILITIES       | 1      | 1929     | 170         |
|   |          | PUBLIC STREET       | PUBLIC ROADS               | 1      | 37 439   | 171         |
| 3   |          | SINGLE RESIDENTIAL  | CONVENTIONAL RES.          | 107    | 19 271   | 172 - 279   |
|   |          | PLAY LOT            | PUB. OPEN SPACE            | 1      | 263      | 280         |
|   |          | PUBLIC STREET       | PUBLIC ROADS               | 1      | 14 630   | 281         |
| FIGURE ABCDEFGH: REPRESENTS FARM 527/4, STELLENBOSCH, IN<br>EXTENT 18,8073 HA, WHICH IS TO BE REZONED TO A SUBDIVISIONAL<br>AREA AND DEVELOPED AS INDICATED |          |                     |                            |        |          |             |

Any development beyond these parameters would require a further approval and/or a recalculation of the Development Charges from this Directorate.

This document consists of the following sections:

**A. Definitions**

**B. Recommendation to decision making authority**

**C. Specific conditions of approval:** These conditions must be complied with before clearance certificate, building plan or occupation certificate approval; whichever is applicable to the development in question.

**D. General conditions of approval:** These conditions must be adhered to during implementation of the development to ensure responsible development takes place. If there is a contradiction between the specific and general conditions, the specific conditions will prevail:

**A. Definitions**

1. that the following words and expressions referred to in the development conditions, shall have the meanings hereby assigned to except where the context otherwise requires:

- (a) "Municipality" means the STELLENBOSCH MUNICIPALITY, a Local Authority, duly established in terms of section 9 of the Local Government Municipal Structures act, Act

**PROPOSED REZONING AND SUBDIVISION OF FARM 527 PORTION 4**

117 of 1998 and Provincial Notice (489/200), establishment of the Stellenbosch Municipality (WC024) promulgated in Provincial Gazette no. 5590 of 22 September 2000, as amended by Provincial Notice 675/2000 promulgated in Provincial Gazette;

- (b) *"Developer"* means the developer and or applicant who applies for certain development rights by means of the above-mentioned land-use application and or his successor-in-title who wish to obtain development rights at any stage of the proposed development;
- (c) *"Engineer"* means an engineer employed by the *"Municipality"* or any person appointed by the *"Municipality"* from time to time, representing the Directorate: Infrastructure Services, to perform the duties envisaged in terms of this land-use approval;
- (d) Where it is stated that a condition must be complied with prior to "subdivision clearance" and where a subdivision is not applicable, that condition will then apply to the next applicable stage of development approval i.e. building plan approval;

**B. Recommendation:**

2. The development is recommended for approval, subject to the conditions as stated below.

**C. Specific conditions of approval**

3. that all previous relevant conditions of approval to this development application remain valid and be complied with in full unless specifically replaced or removed by the *"Engineer"*;
4. that the following conditions relating to the upgrades and arrangements for the effective provision of services are required to accommodate the development. No taking up of proposed rights including subdivision clearance / building plan approval / occupation certificates (whichever comes first) will be allowed until these conditions have been complied with;
5. Stellenbosch WWTW (Waste Water Treatment Works): The proposed development falls within the catchment area of the existing Stellenbosch WWTW (Waste Water Treatment Works). There is sufficient capacity at the WWTW for the proposed development.
6. Water:

**PROPOSED REZONING AND SUBDIVISION OF FARM 527 PORTION 4**

- a. There is insufficient capacity in the bulk water reticulation network to accommodate the proposed development. The following upgrades must be implemented before subdivision clearance (refer to **Annexure: Water**):

- i. Master plan item SSW.B2 (new Jamestown Upper Reservoir) is required to augment reservoir storage capacity in the existing Jamestown reservoir water distribution zone.
- ii. master plan items SSW.B1 & SSW.B5 are required to connect the existing 355 mm Ø bulk supply pipeline from the Paradyskloof no. 2 reservoir to the proposed new Jamestown Upper reservoir for sufficient bulk supply,
- iii. master plan items SSW1.1, SSW1.2 & SSW1.11 are required to connect the new Jamestown Upper reservoir to the existing Jamestown water distribution network, and
- iv. master plan item SSW1.10 is required to connect the existing reticulation network of the Jamestown PRV zone to the existing reticulation network of the Jamestown reservoir zone.

It should be noted that the new Jamestown Upper reservoir including bulk water & associated infrastructure construction tender under BSM 30/23 has started dated 14 November 2023 and the proposed completion date is scheduled for September 2024.

- b. Details of the internal network and link pipelines will be assessed during detail design stage. All erven must be connected to the water network before subdivision clearance.

**7. Sewer:**

- a. There is sufficient capacity in the bulk sewer reticulation network to accommodate the proposed development.
- b. Details of the internal network and link pipelines will be assessed during detail design stage. All erven must be connected to the sewer network before subdivision clearance.



**PROPOSED REZONING AND SUBDIVISION OF FARM 527 PORTION 4****8. Roads:**

a. There is insufficient capacity in the roads and NMT networks to accommodate the proposed development. The following upgrades must be implemented before subdivision clearance:

i. The R44 / Webersvalley Road intersection must be upgraded. This intersection is currently in the process of being upgraded by private developments who also triggered its upgrade. Should the upgrade not be completed for whatever reason, this Phase 2/3 housing project must complete it before subdivision clearance can be issued. The proposed upgrades are indicated in the image below:



ii. A continuous NMT link between the development and the R44/School Street and the R44 / Webersvalley intersection must be established. To achieve this, the gaps in the existing sidewalk network must be completed – these gaps are indicated in blue in the image below. These sidewalk sections must be completed before completion of the houses when the additional pedestrian traffic is generated.

**PROPOSED REZONING AND SUBDIVISION OF FARM 527 PORTION 4**

- iii. For information to assist with future planning and budgeting: Please note that with the closure of School Street, Jamestown currently only as one access point. An additional access to Jamestown will be required before Phase 4 of this housing development can be implemented.

One of the following interventions is to be implemented by 2030 to address the future scenario:

- The additional lane both directions on the R44: The R44 cross section should have three lanes between Webersvallei Road and Techno Avenue on the northbound carriageway. On the southbound carriageway 3 through lanes should be provided between Techno Avenue and the R44 School Street intersection
- Alternative north south link eg. Pajero street (which will also alleviate traffic on R44)

**PROPOSED REZONING AND SUBDIVISION OF FARM 527 PORTION 4**

- b. The proposed development obtains access from a provincial road (R44) and must therefore be submitted to the District Roads Engineer for comment and conditions. Any conditions set by the District Roads Engineer will be applicable and must be complied with before subdivision clearance;

**9. Stormwater Network:**

- a. Stormwater Management must be generally in accordance with Drawing No 1002169-0000-DRG-CC-101 Rev A by Zutari, dated 07/12/2023 (Annexure SW). More technical detail wrt the design of the system can be provided when engineering services drawings are submitted for approval. The proposed detention ponds must be designed in such a manner that it can have a multi-functional purpose, ie sports field / public recreational park.
- b. The consulting engineer, appointed by the "Developer", analyses the existing stormwater systems and determine the expected stormwater run-off for the proposed development, for both the minor and the major storm event. Should the existing municipal stormwater system not be able to accommodate the expected stormwater run-off, the difference between the pre- and post-development stormwater run-off must be accommodated on site, or the existing system must be upgraded to the required capacity at the cost of the "Developer" and to the standards and satisfaction of the Directorate: Infrastructure Services. The aforementioned stormwater analysis is to be submitted concurrent with the detail services plans for approval;

**10. Solid Waste:**

- a. The Municipality will provide a solid waste removal service, unless agreed otherwise in writing the Solid Waste Department;
- b. For large spoil volumes from excavations, to be generated during the construction of this development, will not be accepted at the Stellenbosch landfill site. The Developer will have to indicate and provide evidence of safe re-use or proper disposal at an alternative, licensed facility. This evidence must be presented to the Manager: Solid Waste (021 808 8241; [clayton.hendricks@stellenbosch.gov.za](mailto:clayton.hendricks@stellenbosch.gov.za)), before building plan approval and before implementation of the development. Clean rubble can be utilized by the Municipality and will be accepted free of charge, providing it meets the required specification.



# **PROPOSED REZONING AND SUBDIVISION OF FARM 527 PORTION 4**

## **Internal- and Link Services**

11. that all link services, internal services and erf connections must be complete and commissioned by the "Developer", at his/her cost, prior to subdivision clearance;
12. that any alterations to existing services necessitated by the new development will be for the Developer's cost;

## **Ownership and Responsibility of services**

13. that it be noted that the roads are reflected as public roads. Therefore all internal services on the said erf will be regarded as public services and will be maintained by the "Municipality";

## **Development Charges (DCs)**

14. that the "Developer" hereby acknowledges that Development Charges are payable towards the following bulk civil services: water, sewerage, roads, stormwater, solid waste and community facilities as per Council's Policy and approved tariffs;
15. that the "Developer" hereby acknowledges that the development charges as determined by the "Municipality" and or the applicable scheme tariffs will be paid by the "Developer" towards the provision of bulk municipal civil services in accordance with the relevant legislation and as determined by Council's Policy, should this land-use application be approved;
16. that the "Developer" accepts that the Development Charges will be subject to annual adjustment up to date of payment. The amount payable will therefore be the amount as calculated according to the approved tariff structure and according to the DCs Policy principles at the time that payment is made;
17. that the "Developer" may enter into an engineering services agreement with the "Municipality" to install or upgrade bulk municipal services at an agreed cost, to be off-set against Development Charges payable in respect of bulk civil engineering services;
18. that the Development Charges levy be paid by the "Developer" per phase –
  - prior to the approval of subdivision clearance;
  - prior to the approval of any building- plans (where subdivision clearance is not applicable);
19. that the development shall be substantially in conformance with the Site Development Plan submitted in terms of this application. Any amendments and/or additions to the Site

# PROPOSED REZONING AND SUBDIVISION OF FARM 527 PORTION 4

Development Plan, once approved, which might lead to an increase in the number of units, or which might lead to an increase in the Gross Leasable Area i.e. a GLA, will result in the recalculation of the Development Charges;

20. Bulk infrastructure Development Charges and repayments are subject to VAT and are further subject to the provisions and rates contained in the Act on Value Added Tax of 1991 (Act 89 of 1991) as amended;
21. The Municipality may approach the Developer at any stage, before completion of the Development, to implement any infrastructure / community facilities, in lieu of DCs payable, should the need for such infrastructure / facilities be identified;

## Damage to municipal infrastructure and assets

22. that the "Developer" will be held liable for any damage to municipal infrastructure, caused as a direct result of the development of the subject property. The "Developer" will therefore be required to carry out the necessary rehabilitation work, at his/her cost, to the standards of the Directorate: Infrastructure Services, prior to any clearance (or occupation certificate where clearance is not applicable) being given;

**D. General conditions of approval: The following general development conditions are applicable. If there is a contradiction between the specific and general development conditions, the specific conditions will prevail:**

23. that should the "Developer" not take up his rights for whatever reason within two years from the date of this memo, a revised Engineering report addressing services capacities and reflecting infrastructure amendments during the two year period, must be submitted to the Directorate: Infrastructure Services by the "Developer" for further comment and conditions. Should this revised Engineering report confirm that available services capacities are not sufficient to accommodate this development, then the implementation of the development must be re-planned around the availability of bulk services or the necessary upgrades must be done, as any clearances for the development will not be supported by the Directorate: Infrastructure Services for this development if bulk services are not available;
24. that the "Developer" indemnifies and keep the "Municipality" indemnified against all actions, proceedings, costs, damages, expenses, claims and demands (including claims pertaining to consequential damages by third parties and whether as a result of the damage to or interruption of or interference with the municipalities' services or apparatus or otherwise)

**PROPOSED REZONING AND SUBDIVISION OF FARM 527 PORTION 4**

arising out of the establishment of the development, the provision of services to the development or the use of servitude areas or municipal property, for a period that shall commence on the date that the installation of services to the development are commenced with and shall expire after completion of the maintenance period.

25. that the "*Developer*" must ensure that he / she has an acceptable public liability insurance policy in place;
26. that, if applicable, the "*Developer*" approach the Provincial Administration: Western Cape (District Roads Engineer) for their input and that the conditions as set by the Provincial Administration: Western Cape be adhered to before subdivision clearance;
27. that the "*Developer*" informs the project team for the proposed development (i.e. engineers, architects, etc.) of all the relevant conditions contained in this approval;
28. that the General Conditions of Contract for Construction Works (GCC) applicable to all civil engineering services construction work related to this development, will be the SAICE 3<sup>rd</sup> Edition 2015 – as revised;
29. that the "*Developer*" takes cognizance and accepts the following:
  - a.) that no construction of any civil engineering services may commence before approval of internal – and external civil engineering services drawings;
  - b.) that no approval of internal – and external civil engineering services drawings will be given before land-use and/or SDP approval is obtained;
  - c.) that no approval of internal – and external civil engineering services drawings will be given before the "*Developer*" obtains the written approval of all affected owners where the route of a proposed service crosses the property of a third party;
  - d.) that no building plans will be recommended for approval by the Directorate: Infrastructure Services before land-use and or SDP approval is obtained;
  - e.) that no building plans will be recommended for approval by the Directorate: Infrastructure Services before the approval of internal – and external civil engineering services drawings;
  - f.) that no building plans will be recommended for approval by the Directorate: Infrastructure Services before a subdivision clearance is issued;

#### PROPOSED REZONING AND SUBDIVISION OF FARM 527 PORTION 4

30. that it is recognized that the normal Site Development Plan, submitted as part of the land-use application, is compiled during a very early stage of the development and will lack engineering detail that may result in a later change of the Site Development Plan. Any later changes will be to the cost of the "Developer";
31. that even if a Site Development Plan is approved by this letter of approval, a further fully detailed site plan be submitted for approval prior to the approval of engineering services plans and or building- and/or services plans to allow for the setting of requirements, specifications and conditions related to civil engineering services. Such Plan is to be substantially in accordance with the approved application and or subdivision plan and or precinct plan and or site plan, etc. and is to include a layout plan showing the position of all roads, road reserve widths, sidewalks, parking areas with dimensions, loading areas, access points, stacking distances at gates, refuse removal arrangements, allocation of uses, position and orientation of all buildings, the allocation of public and private open spaces, building development parameters, the required number of parking bays, stormwater detention facilities, connection points to municipal water- and sewer services, updated land-use diagram and possible servitudes;
32. that if the fully detailed Site Development Plan, as mentioned in the above item, contradicts the approved Site Development Plan, the "Developer" will be responsible for the amendment thereof and any costs associated therewith;
33. that an amended Site Development Plan be submitted for approval prior to the approval of building plans for new buildings not indicated on the Site Development Plan applicable to this application and or changes to existing buildings or re-development thereof;

#### Internal- and Link Services

34. that the "Developer", at his/her cost, construct the internal (on-site) civil engineering services for the development, as well as any link (service between internal and available bulk municipal service) municipal services that need to be provided;
35. that the Directorate: Infrastructure Services may require the "Developer" to construct internal municipal services and/or link services to a higher capacity than warranted by the project, for purposes of allowing other existing or future developments to also utilise such services. The costs of providing services to a higher capacity could be offset against the Development



**PROPOSED REZONING AND SUBDIVISION OF FARM 527 PORTION 4**

Charges payable in respect of bulk civil engineering services if approved by the Directorate: Infrastructure Services;

36. that the detailed design and location of access points, circulation, parking, loading - and pedestrian facilities, etc., shall be generally in accordance with the approved Site Development Plan and / or Subdivision Plan applicable to this application;
37. that plans of all the internal civil services and such municipal link services as required by the Directorate: Infrastructure Services be prepared and signed by a Registered Engineering Professional before being submitted to the aforementioned Directorate for approval;
38. that construction of services may only commence after municipal approval has been obtained;
39. that the construction of all civil engineering infrastructure shall be done by a registered civil engineering services construction company approved by the "Engineer";
40. that the "Developer" ensures that his/her design engineer is aware of the Stellenbosch Municipality Design Guidelines & Minimum Standards for Civil Engineering Services (as amended) and that the design and construction/alteration of all civil engineering infrastructure shall be generally in accordance with this document, unless otherwise agreed with the "Engineer". The said document is available in electronic format on request;
41. that a suitably qualified professional resident engineer be appointed to supervise the construction of all internal - and external services;
42. that all the internal civil services (water, sewer, roads and stormwater), be indicated on the necessary building plans for approval by the Directorate: Infrastructure Services;
43. that prior to the issuing of the Certificate of Practical Completion, in terms of GCC 2015 Clause 5.14.1, all internal - and link services be inspected for approval by the "Engineer" on request by the "Developer's" Consulting Engineer;
44. that a Certificate of Practical Completion, in terms of GCC 2015 Clause 5.14.1 be issued before subdivision clearance will be issued;
45. that subdivision clearance will only be issued if the bulk watermeter is installed, a municipal account for the said meter is activated and the consumer deposit has been paid;

**PROPOSED REZONING AND SUBDIVISION OF FARM 527 PORTION 4**

46. that a complete set of test results of all internal – and external services (i.e. pressure tests on water - and sewer pipelines as well as densities on road structure and all relevant tests on asphalt), approved and verified by a professional registered engineer be submitted to the "Engineer" on request;
47. that the "Developer" shall adhere to the specifications of Telkom (SA) and or any other telecommunications service provider;
48. that the "Developer" shall be responsible for the cost for any surveying and registration of servitudes regarding services on the property;
49. that the "Developer" be liable for all damages caused to existing civil and electrical services of the "Municipality" relevant to this development. It is the responsibility of the contractor and/or sub-contractor of the "Developer" to determine the location of existing civil and electrical services;
50. that all connections to the existing services be made by the "Developer" under direct supervision of the "Engineer" or as otherwise agreed and all cost will be for the account of the "Developer".
51. that the developer takes cognizance of applicable tariffs by Council in respect of availability of services and minimum tariffs payable;

**Servitudes**

52. that the "Developer" ensures that all main services including roads to be taken over by the Directorate: Infrastructure Services, all existing municipal – and or private services including roads, crossing private - and or other institutional property and any other services/roads crossing future private land/erven are protected by a registered servitude before subdivision clearance will be given;
53. The width of the registered servitude must be a minimum of 3 m or twice the depth of the pipe (measured to invert. of pipe), whichever is the highest value. The "Developer" will be responsible for the registration of the required servitude(s), as well as the cost thereof;
54. that the "Developer" obtains the written approval of all affected owners where the route of a proposed service crosses the property of a third party before final approval of engineering drawings be obtained.

## PROPOSED REZONING AND SUBDIVISION OF FARM 527 PORTION 4

**Stormwater Management**

55. Taking into account the recent water crisis, and associated increase in borehole usage, it is important that the groundwater be recharged as much as possible. One way of achieving the above is to consider using Sustainable Drainage Systems (SuDS) approach wrt SW management. From Red Book: "SuDS constitute an approach towards managing stormwater runoff that aims to reduce downstream flooding, allow infiltration into the ground, minimise pollution, improve the quality of stormwater, reduce pollution in water bodies, and enhance biodiversity. Rather than merely collecting and discarding stormwater through a system of pipes and culverts, this approach recognises that stormwater could be a resource." The Developer is encouraged to implement SuDS principles that are practical and easily implementable. Details of such systems can be discussed and agreed with the Municipality and must be indicated on the engineering drawings.
56. that the geometric design of the roads and/or parking areas ensure that no trapped low-points are created with regard to stormwater management. All stormwater to be routed to the nearest formalized municipal system;
57. that overland stormwater escape routes be provided in the cadastral layout at all low points in the road layout, or that the vertical alignment of the road design be adjusted in order for the roads to function as overland stormwater escape routes. If this necessitates an amendment of the cadastral layout, it must be done by the "Developer", at his/her cost, to the standards of the Directorate: Infrastructure Services;
58. that the design engineer needs to apply his/her mind to ensure a design that will promote a sustainable urban drainage system which will reduce the impacts of stormwater on receiving aquatic environments;
59. that no disturbance to the river channel or banks be made without the prior approval in accordance with the requirements of the National Water Act;
60. that the consulting engineer, appointed by the "Developer", analyses the existing stormwater systems and determine the expected stormwater run-off for the proposed development, for both the minor and the major storm event. Should the existing municipal stormwater system not be able to accommodate the expected stormwater run-off, the difference between the pre- and post-development stormwater run-off must be accommodated on site, or the existing system must be upgraded to the required capacity at the cost of the "Developer" and to the



**PROPOSED REZONING AND SUBDIVISION OF FARM 527 PORTION 4**

standards and satisfaction of the Directorate: Infrastructure Services. The aforementioned stormwater analysis is to be submitted concurrent with the detail services plans;

61. that for larger developments, industrial developments or developments near water courses a stormwater management plan for the proposed development area, for both the minor and major storm events, be compiled and submitted for approval to the Directorate: Infrastructure Services.
62. that the approved management plan be implemented by the "Developer", at his/her cost, to the standards of the Directorate: Infrastructure Services. The management plan, which is to include an attenuation facility, is to be submitted concurrent with the detail services plans;
63. that in the case of a sectional title development, the internal stormwater layout be indicated on the necessary building plans to be submitted for approval.
64. that no overland discharge of stormwater will be allowed into a public road for erven with catchment areas of more than 1500m<sup>2</sup> and for which it is agreed that no detention facilities are required. The "Developer" needs to connect to the nearest piped municipal stormwater system with a stormwater erf connection which may not exceed a diameter of 300mm.

**Roads**

65. that, where applicable, the application must be submitted to the District Roads Engineer for comment and conditions. Any conditions set by the District Roads Engineer will be applicable;
66. that no access control will be allowed in public roads;
67. that the layout must make provision for all deliveries to take place on-site. Movement of delivery vehicles may not have a negative impact on vehicular – and pedestrian movement on public roads and or public sidewalks;
68. The design and lay-out of the development must be such that emergency vehicles can easily drive through and turn around where necessary;
69. that, prior to commencement of any demolition / construction work, a traffic accommodation plan for the surrounding roads must be submitted to the Directorate: Infrastructure Services for

# PROPOSED REZONING AND SUBDIVISION OF FARM 527 PORTION 4

approval, and that the approved plan be implemented by the "Developer", at his/her cost, to the standards of the Directorate: Infrastructure Services;

70. that visibility splays shall be provided and maintained on each side of the new access in accordance with the standard specifications as specified in the Red Book with regard to sight triangles at intersections;
71. that each erf has its own access (drive-way), *(the new access(es) (dropped kerb(s)) to the proposed parking bays be)* constructed to standards as set out by the the Directorate: Infrastructure Services and in line with the Road Access Guideline;
72. that the access road to the existing facility be kept in an acceptable condition, i.e. maintained to a standard which will result in a comfortable ride for a standard passenger vehicle and to a standard which will not endanger the lives or property of road users;
73. that the parking area be provided with a permanent surface and be clearly demarcated and accessible. Plans of the parking layout, pavement layerworks and stormwater drainage are to be approved by the Directorate: Infrastructure Services before commencement of construction and that the construction of the parking area be to the standards of the Directorate: Infrastructure Services;
74. that no parking be allowed in the road reserve;

## Wayleaves

75. that way-leaves / work permits be obtained from the Directorate: Infrastructure Services prior to any excavation / construction work on municipal land or within 3,0m from municipal services located on private property;
76. that wayleaves will only be issued after approval of relevant engineering design drawings;
77. that it is the Developer's responsibility to obtain wayleaves from any other authorities/service provider's who's services may be affected.

## AS-BUILTs

78. The "Developer" shall provide the "Municipality" with:
  - a. a complete set of as-built paper plans, signed by a professional registered engineer;

**PROPOSED REZONING AND SUBDIVISION OF FARM 527 PORTION 4**

- b. a CD/DVD containing the signed as-built plans in an electronic DXF-file format, reflecting compatible layers and formats as will be requested by the "Engineer" and is reflected herewith as Annexure X;
  - c. a completed Asset Verification Sheet in Excell format, reflecting the componentization of municipal services installed as part of the development. The Asset Verification Sheet will have to be according to the IMQS format, as to be supplied by the "Engineer", and is to be verified as correct by a professional registered engineer;
  - d. a complete set of test results of all internal -- and external services (i.e. pressure tests on water - and sewer pipelines as well as densities on road structure and all relevant tests on asphalt), approved and verified by a professional registered engineer;
  - e. Written verification by the developer's consulting engineer that all professional fees in respect of the planning, design and supervision of any services to be taken over by the "Municipality" are fully paid;
79. All relevant as-built detail, as reflected in the item above, of civil engineering services constructed for the development, must be submitted to the "Engineer" and approved by the "Engineer" before any application for Certificate of Clearance will be supported by the "Engineer";
80. The Consulting Civil Engineer of the "Developer" shall certify that the location and position of the installed services are in accordance with the plans submitted for each of the services detailed below;
81. All As-built drawings are to be signed by a professional engineer who represents the consulting engineering company responsible for the design and or site supervision of civil engineering services;
82. Section 28 Certification in terms of the Stellenbosch Municipal Land Use Planning By-law shall not be issued unless said services have been inspected by the "Engineer" and written clearance given, by the "Engineer";

**Subdivision clearance in terms of the Stellenbosch Municipal Land Use Planning By-law**

**PROPOSED REZONING AND SUBDIVISION OF FARM 527 PORTION 4**

83. It is specifically agreed that the "*Developer*" undertakes to comply with all conditions of approval as laid down by the "*Municipality*" before clearance certificates shall be issued, unless otherwise agreed herein;
84. that the "*Municipality*" reserves the right to withhold any clearance certificate until such time as the "*Developer*" has complied with conditions set out in this document with which he/she is in default. Any failure to pay monies payable in terms of these conditions within 30 (thirty) days after an account has been rendered shall be regarded as a breach of these conditions and the "*Municipality*" reserves the right to withhold any clearance certificate until such time as the amount owing has been paid;
85. that clearance will only be given per phase and the onus is on the "*Developer*" to phase his development accordingly;
86. The onus will be on the "*Developer*" and or his professional team to ensure that all land-use conditions have been complied with before submitting an application for a subdivision clearance certificate. Verifying documentation (proof of payment in respect of Development Charges, services installation, etc.) must be submitted as part of the application before an application will be accepted by this Directorate;
87. that any application for Certificate of Clearance will only be supported by the "*Engineer*" once all relevant as-built detail, as reflected in the item "AS-BUILT's" of this document, is submitted to the "*Engineer*" and approved by the "*Engineer*".

**Avoidance of waste, nuisance and risk**

88. Where in the opinion of the "*Municipality*" a nuisance, health or other risk to the public is caused due to construction activities and/or a lack of maintenance of any service, the "*Municipality*" may give the "*Developer*" and or OWNER'S ASSOCIATION written notice to remedy the defect failing which the "*Municipality*" may carry out the work itself or have it carried out, at the cost of the "*Developer*" and or OWNER'S ASSOCIATION.

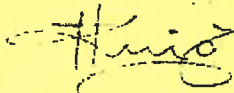
**Streetlighting**

89. The "*Developer*" will be responsible for the design and construction at his own expense of all internal street lighting services and street lighting on link roads leading to his development (excluding Class 1, 2 and 3 Roads) according to specifications determined by the municipality's Manager: Electrical Services and under the supervision of the consulting engineer, appointed by the "*Developer*";

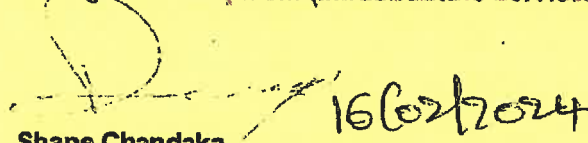


## PROPOSED REZONING AND SUBDIVISION OF FARM 527 PORTION 4

90. Prior to commencing with the design of street lighting services, the consulting electrical engineer, as appointed by the "Developer" must acquaint himself with, and clarify with the municipality's Manager: Electrical Engineering, the standards of materials and design requirements to be complied with and possible cost of connections to existing services;
91. The final design of the complete internal street lighting network of the development must be submitted by the consulting electrical engineer, as appointed by the "Developer", to the municipality's Manager: Electrical Engineering for approval before any construction work commences;
92. Any defect with the street lighting services constructed by the "Developer" which may occur during the defects liability period of 12 (TWELVE) months and which occurs as a result of defective workmanship and/or materials must be rectified immediately / on the same day the defect was brought to the attention of the consulting electrical engineer, appointed by the "Developer". Should the necessary repair work not be done within the said time the "Municipality" reserves the right to carry out the repair work at the cost of the "Developer";
93. The maintenance and servicing of all private internal street lighting shall be the responsibility and to the cost of the "Developer" and or Home Owner's Association.



**Tyrone King Pr Tech Eng**  
**Manager: Development (Infrastructure Services)**



**Shane Chandaka**  
**Director: Infrastructure Services**

## PROPOSED REZONING AND SUBDIVISION OF FARM 527 PORTION 4

## ATTACHMENT X

## Geographic Information System (GIS) data capturing standards

In drawing up the As-build Plans relating to this development, the consultant must create the following separate layers in ESRI .shp, electronic file format in order for the data to reflect spatially correct.

| Layer name         | Content   |
|--------------------|---|
| TITLE              | Title information, including any endorsements and references  |
| NOTES              | All noted information, both from the owner / surveyor and SG  |
| PARENT. PROPLINES  | Parent property lines   |
| PARENT PROPNUM     | Parent erf number (or portion number)   |
| PROPLINES          | New portion boundaries  |
| PROPANNO           | New erf numbers   |
| SERVLINES          | Servitude polygons  |
| SERVANNO           | Servitude type  |
| STREET NAMES       | Road centre lines with street names   |
| STREET NUMBERS     | Points with street numbers  |
| COMPLEX BOUNDARIES | Where applicable; polygon with complex name (mention whether gated or not and if so, where gates are) |
| SUBURB             | Polygon with suburb name, where new suburb / township extension created                               |
| ESTATE             | Where applicable, polygon with estate name (mention whether gated or not and if so, where gates are)  |

When data is provided in a .shp format it is mandatory that the .shx, .dbf, files should accompany the shapefile. The prj file containing the projection information must also accompany the shapefile.

It is important that different geographical elements for the GIS capture process remains separate. That means that political boundaries like wards or suburbs be kept separate from something like rivers. The same applies for engineering data types like water lines, sewer lines, electricity etc. that it is kept separate from one another. When new properties are added as part of a development, a list of erf numbers with its associated SG numbers must be provided in an electronic format like .txt, .xls or .csv format.

For road layer shapefiles; the road name, the from\_street and to\_street where applicable as well as the start and end street numbers needs to be included as part of the attributes. A rotation field needs to be added to give the street name the correct angle on the map.

In addition to being geo-referenced and in WGS 1984 Geographic Coordinate System, the drawing must be completed using real world coordinates based on the Stellenbosch



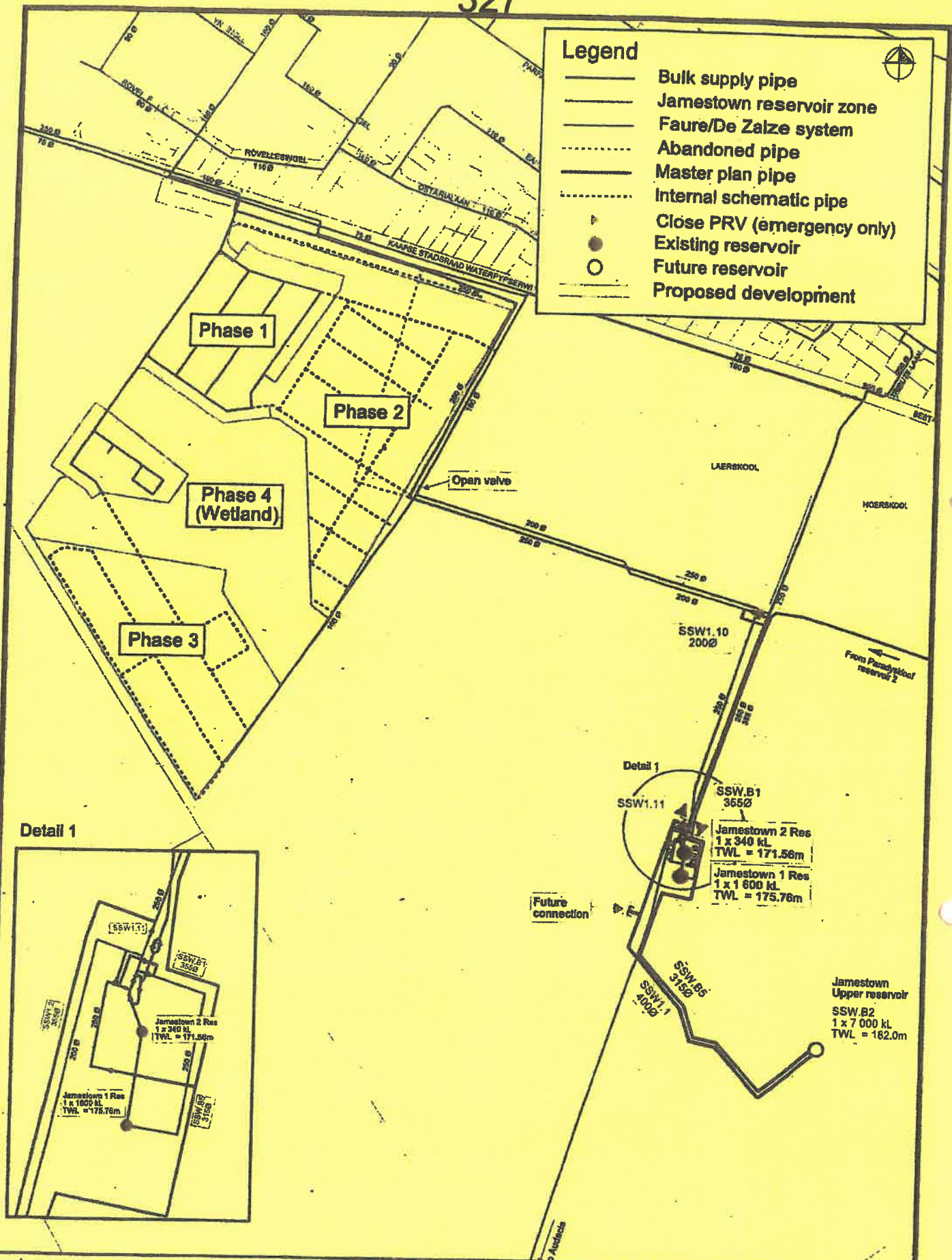
**PROPOSED REZONING AND SUBDIVISION OF FARM 527 PORTION 4**

Municipality standard as follows:

- Datum : Hartebeeshoek WGS 84
- Projection : Transverse Mercator
- Central Longitude/Meridian 19
- False easting : 0.00000000
- False northing : 0.00000000
- Central meridian : 19.00000000
- Scale factor : 1.00000000
- Origin latitude : 0.00000000
- Linear unit : Meter

## Legend

- Bulk supply pipe
- Jamestown reservoir zone
- Faure/De Zalze system
- Abandoned pipe
- Master plan pipe
- Internal schematic pipe
- Close PRV (emergency only)
- Existing reservoir
- Future reservoir
- Proposed development



July 2023

Stellenbosch - Portion 4 of Farm 527 - Jamestown

GLS

Engineering &amp; Planning

## Figure 2

Proposed Development  
Portion 4 of Farm 527 - Jamestown  
Water Master Plan

**ANNEXURE K: COMMENTS FROM THE DEPARTMENT OF TRANSPORT  
AND PUBLIC WORKS**

**Ref:** TPW/CFS/RP/LUD/REZ/SUB-25/455 (Job 30302)

---

The Municipal Manager  
Municipality  
PO Box 17  
**STELLENBOSCH**  
7599

Attention: Mr U von Molendorff

Dear Sir

**PORTION 7 OF FARM 527: MAIN ROAD 27: REZONING AND SUBDIVISION FOR PHASE 2 AND 3 OF THE JAMESTOWN HOUSING DEVELOPMENT**

1. The following refer:
  - 1.1. Our letter 13/3/5/1-25/101 (Job 17394) dated 5 November 2014;
  - 1.2. The application as received by email from Zutari dated 13 April 2023;
  - 1.3. Motivation Report: Jamestown Integrated Development: Phases 2 and 3, dated 3 April 2023, Revision 3 prepared by Zutari dated 3 April 2023; and
  - 1.4. Traffic Impact Assessment for the Jamestown Residential Development (Phases 2 and 3) prepared by Zutari dated 31 January 2024;
  - 1.5. Subdivision Layout Plan Revision 3 prepared by Zutari dated 15 December 2023;
  - 1.6. The Branch's Access Management Guidelines (2020) and the Kantey & Templer Main Road 27 geometric design affecting various median crossings and substandard accesses between Stellenbosch and Somerset West; and
  - 1.7. A site visit.
2. Main Road 27 (MR27) is affected by this application.
3. This application entails the development of Phase 2 and 3 of the Jamestown Housing Development by Stellenbosch Municipality consisting of 274 single residential units as depicted in the Subdivision Layout Plan Revision 3 prepared by Zutari dated 15 December 2023.
4. The remainder of Phase 2 and 3 to consists of public open spaces, a community erf, a taxi rank and public streets.
5. Phase 1 of the development was completed in November 2016.

6. In our letter 13/3/5/1-25/101 (Job 17394) dated 5 November 2014, this Branch emphasized that vehicular access to the Jamestown Housing Department must only be taken via the Jamestown municipal street system. No direct access will be permitted via the pipeline servitude (SG ID: 7310/19790010), which forms the northern boundary of the housing development. This confirms the Branch's intent to close the median break on MR27 opposite the pipeline servitude (School Road), as well as the closure of the informal access via the pipeline servitude (School Road).
7. The previous approval for phases 2 and 3 is no longer valid. Therefore, a new application has been submitted to reinstate the intended rezoning and to effect the subdivision.
8. The TIA has assumed that the following upgrades (required under existing traffic conditions) to the MR27 / Webersvallei Road intersection would be implemented prior to the completion of phase 2 and 3:
  - 8.1. Dedicated left turn lane on Webersvallei Road (construction underway); and
  - 8.2. Additional short through lanes on both approaches and exits of MR27.
9. This Branch offers no objection to the application for the development of Phase 2 and 3 of the Jamestown Housing Development by Stellenbosch Municipality subject to the following conditions:
  - 9.1. Implementing three through lanes on the southbound carriageway from Techno Avenue to the closed MR27/School Road intersection and median ( $\pm 1.250\text{km}$ );
  - 9.2. Implementing three through lanes on the northbound carriageway from the R44/Webersvallei Road intersection to connect with the existing three through northbound lanes at the MR27/Techno Avenue intersection ( $\pm 500\text{m}$ );
  - 9.3. Improving the lane configuration on the Webersvallei Road approach to the R44/Webersvallei Road intersection by introducing two dedicated left turn lanes while keeping the through lane as both a through and left turn lane;
  - 9.4. If the road upgrade under Section 8.2 has not yet been implemented at the time of occupation for Phase 2 and 3, it must also be constructed;
  - 9.5. All detailed design drawings of the road geometry, pavement/materials, drainage, and road signs/markings must be submitted to the Design Directorate at this Branch (attention: Mr F Hunter e-mail: [faiz.hunter@westerncape.gov.za](mailto:faiz.hunter@westerncape.gov.za)) for approval after being scrutinized by the relevant directorates at the Stellenbosch Municipality, prior to the commencement of construction; and
  - 9.6. The development of Phase 4 will require an updated Traffic Impact Assessment (TIA).

Yours Sincerely



**SW CARSTENS**

**For DEPUTY DIRECTOR-GENERAL: TRANSPORT INFRASTRUCTURE**

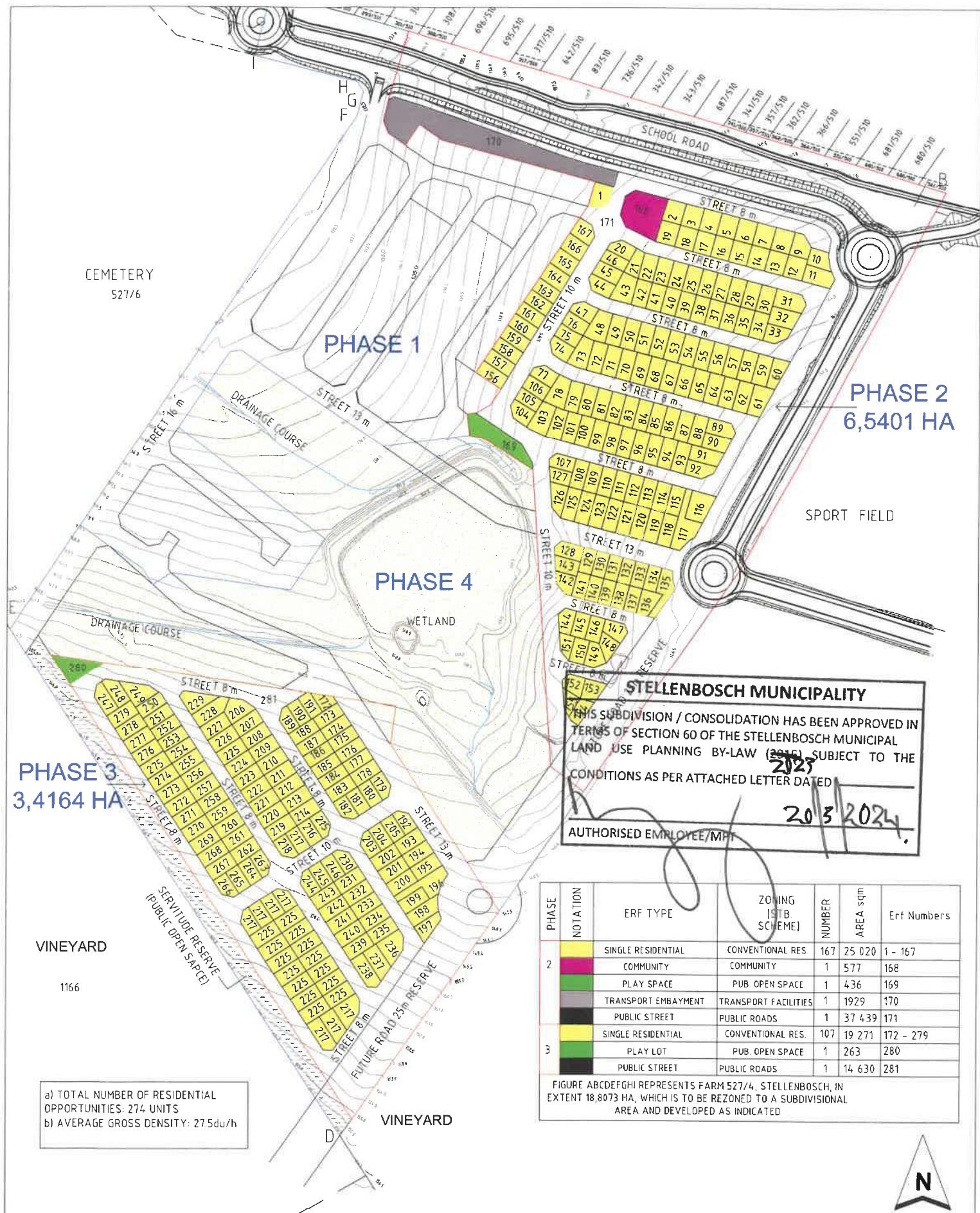
**DATE: 27 FEBRUARY 2024**

## ENDORSEMENTS

1. Stellenbosch Municipality  
Attention: Mr U von Molendorff (e-mail: [ulrich.vonmolendorff@stellenbosch.gov.za](mailto:ulrich.vonmolendorff@stellenbosch.gov.za))  
Attention: Me C Kriel (e-mail: [chrizelle.kriel@stellenbosch.gov.za](mailto:chrizelle.kriel@stellenbosch.gov.za))
2. Zutari  
Attention: Mr R Schröder (e-mail: [rudolf.schroder@zutari.com](mailto:rudolf.schroder@zutari.com))
3. Me S du Preez (e-mail)
4. Mr M Hendrickse (e-mail)
5. Mr SW Carstens (e-mail)
6. Mr B du Preez (e-mail)



# **ANNEXURE B**



**PHASE 3**  
3,4164 HA

**PHASE 1**

**PHASE 4**

**PHASE 2**  
6,5401 HA

**STELLENBOSCH MUNICIPALITY**  
THIS SUBDIVISION / CONSOLIDATION HAS BEEN APPROVED IN  
TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL  
LAND USE PLANNING BY-LAW (2015) SUBJECT TO THE  
CONDITIONS AS PER ATTACHED LETTER DATED 2023  
20/3/2024  
AUTHORISED EMPLOYEE/MPT

| PHASE | NOTATION | ERF TYPE            | ZONING<br>(STB<br>SCHEME) | NUMBER | AREA<br>sqm | Erf Numbers |
|-------|----------|---------------------|---------------------------|--------|-------------|-------------|
| 2     |          | SINGLE RESIDENTIAL  | CONVENTIONAL RES          | 167    | 25 020      | 1 - 167     |
|       |          | COMMUNITY           | COMMUNITY                 | 1      | 577         | 168         |
|       |          | PLAY SPACE          | PUB OPEN SPACE            | 1      | 436         | 169         |
|       |          | TRANSPORT EMBAYMENT | TRANSPORT FACILITIES      | 1      | 1929        | 170         |
|       |          | PUBLIC STREET       | PUBLIC ROADS              | 1      | 37 439      | 171         |
| 3     |          | SINGLE RESIDENTIAL  | CONVENTIONAL RES          | 107    | 19 271      | 172 - 279   |
|       |          | PLAY LOT            | PUB. OPEN SPACE           | 1      | 263         | 280         |
|       |          | PUBLIC STREET       | PUBLIC ROADS              | 1      | 14 630      | 281         |

FIGURE ABCDEFGHI REPRESENTS FARM 527/4, STELLENBOSCH, IN  
EXTENT 18,8073 HA, WHICH IS TO BE REZONED TO A SUBDIVISIONAL  
AREA AND DEVELOPED AS INDICATED

a) TOTAL NUMBER OF RESIDENTIAL  
OPPORTUNITIES: 274 UNITS  
b) AVERAGE GROSS DENSITY: 27.5du/h

**ZUTARI**  
IMPACT. ENGINEERED.

CLIENT

**STELLENBOSCH**  
STELLENBOSCH • FRIEL • FRANSCHHOEK  
MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

DISCLAIMER

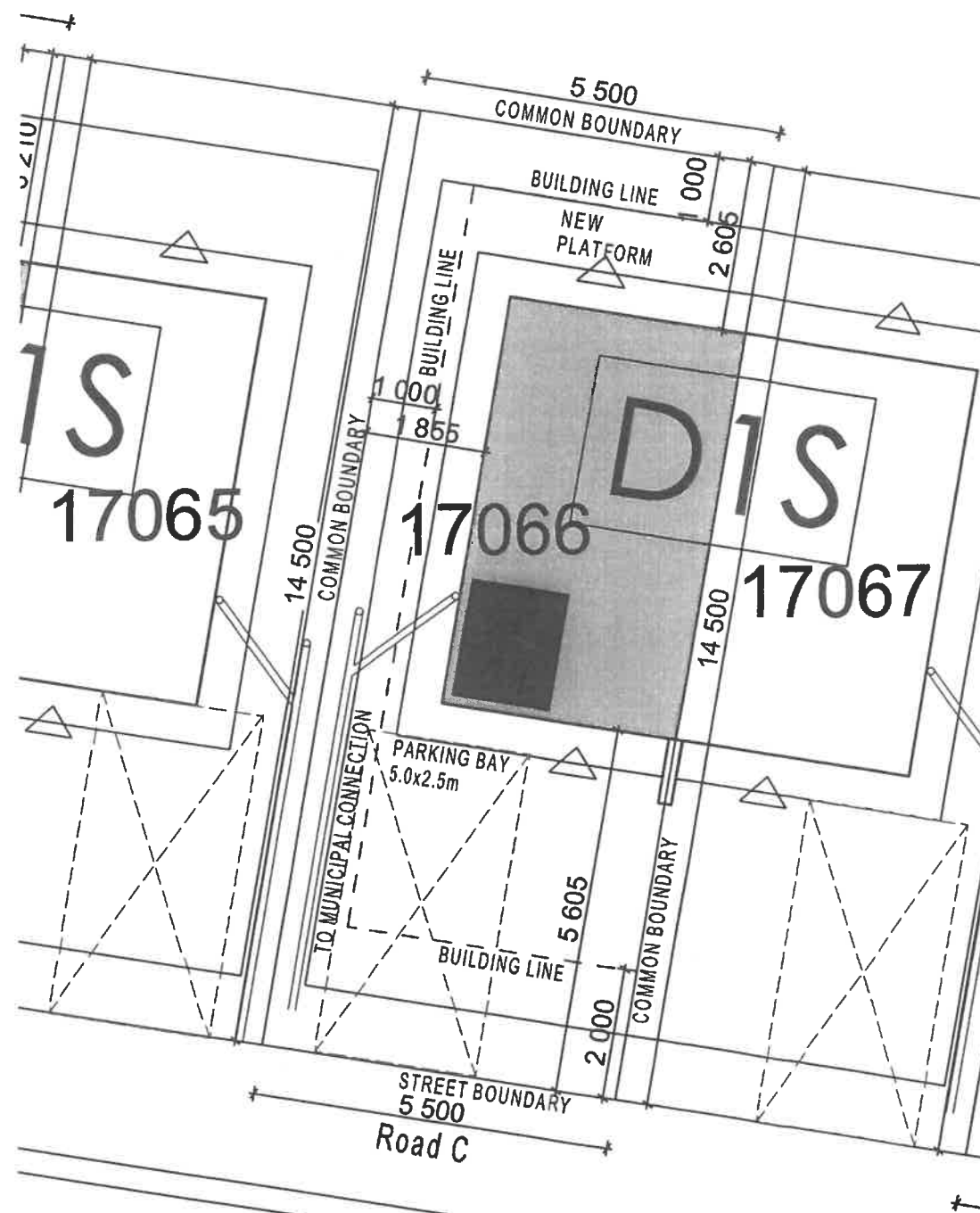
IF CONSTRUCTION  
DRAWINGS ARE ISSUED  
UNDESIGNED, THE MASTER  
WITH THE ORIGINAL  
SIGNATURE OF  
APPROVAL WILL BE  
HELD AT THE ZUTARI  
OFFICE OF THE  
APPROVER

REV DATE

REV3 15/12/2023

SUB-DIVISIONAL\_LAYOUT

# **ANNEXURE C**



ZONE: SINGLE RESIDENTIAL ZONE 1  
 FLOOR FACTOR: 0.57  
 ERF AREA: 80m<sup>2</sup> BULK AREA: 22.93 m<sup>2</sup>  
 GROUND FLOOR AREA: 22.93 m<sup>2</sup>  
 FIRST FLOOR AREA: 22.93 m<sup>2</sup>  
 PARKING: NONE FOR ERVEN LESS THAN 100m<sup>2</sup>  
 Building Lines; Common Boundary  
 for Formal Township: 0,0m for 60% and 1,00m for remainder

BUILDING DEVELOPMENT MANAGEMENT  
 APPROVED  
 IN TERMS OF SECTION 7(1)(c) OF THE NATIONAL  
 BUILDING REGULATIONS AND BUILDING STANDARDS  
 ACT, NO 103 OF 1977  
 DIRECTOR: PLANNING & ENVIRONMENT DATE 30/3/2020

3616  
 B P / 19 / 3600

N  
  
 SITE PLAN  
 SCALE 1:100

- NOTE:
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  2. ALL WORK TO BE CARRIED OUT IN STRICT ACCORDANCE TO MUNICIPAL AND NATIONAL BUILDING REGULATIONS.
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| REVISIONS |      |                  |    |
|-----------|------|------------------|----|
| REV.      | DATE | REVISION DETAILS | BY |
|           |      |                  |    |
|           |      |                  |    |
|           |      |                  |    |

5 cm ACTUAL  
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 SALT RIVER CIRCLE  
 SALT RIVER  
 PO BOX 70 WOODSTOCK 7925  
 TEL.: +27 21 448 6615  
 FAX.: +27 21 448 6621  
 E-MAIL: acg@acgarchitects.co.za

FILE PATH:  
 J:\1921 IDAS Valley IRDP\Drawings\01 Current\IDAS VALLEY.pln

CLIENT:

PROJECT:  
 IDAS VALLEY PROJECT NO.: 1921

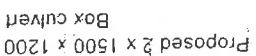
DRAWING TITLE:  
 ERF 17066 HOUSE TYPE D1S

DRAWN: PD/AG/JS CHECKED: GC DATE FIRST ISSUED: 2019/10/29

DRAWING STATUS:  
 FOR APPROVAL

DISCIPLINE: A DRAWING NUMBER: 123 REVISION:





rake plaster at joints and seal plinth/apron junction, expansion joints inside and outside, external wall/ door + windowframe junctions and plinth/walling junction all round with SABS/Agreement approved flexible, waterproof silicone sealer

600mm wide x 75mm wood floated, brush finished 10mpa raked concrete aprons with 135deepx100 raked toe with topside set 120mm below t.o.c and expansion joints @ 2m ccs - on a 100mm bed of G7 material compacted to 90 MOD AASHTO

Place 2.8mm brickforce on top of first course + every three subsequent courses - every course above door height on Ground and First Floors.

10mm vertical expansion joint on r.h.s of 190 Party wall, tied every two courses with crimped 30x1,2 hoopiron ties bent back into concrete filled cavities

construct 140x190 U block lintels over door and window openings with 20MPa concrete fill + 1x 10mm Y10 steel bar

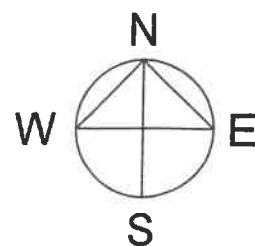
Place vertical Y10 steel bars in 20MPa concrete filled block cavities on both sides of external doors and vertical expansion joints

Place 2.8mm brickforce on top of first course + every three subsequent courses - every course above door height on Ground and First Floors.

Place 375 micron dpc under all walling at t.o.c on Ground and First floor. 110 Class 34 pvc soil pipe at min 1:40 gradient - min 450 below g.l.

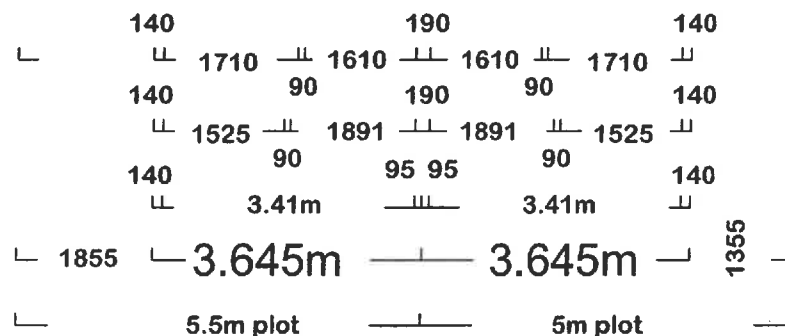
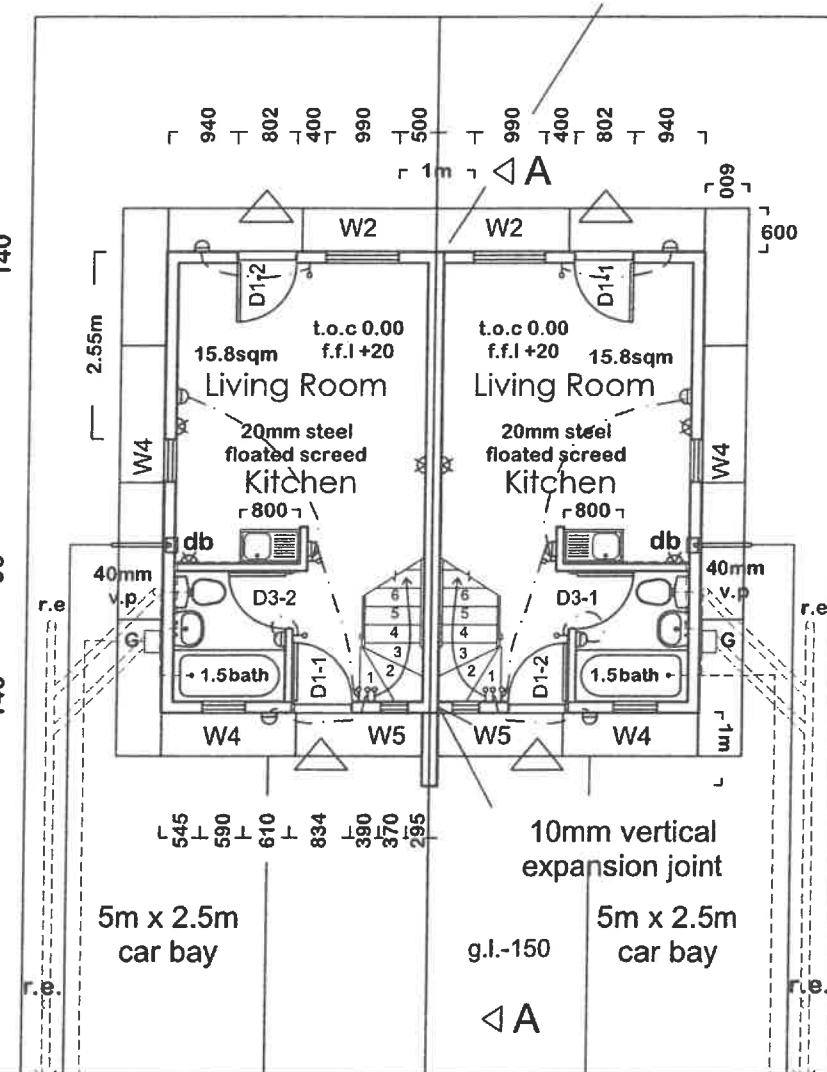
15mm SABS approved monogold water supply pipe to meter - min 450 below ground

No handmixing of concrete allowed

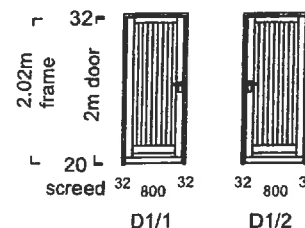


Ground Plan

SCALE 1:100



Compacted fill, concrete raft foundations and slabs as per engineers specifications

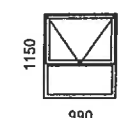


EXTERNAL DOORS to be 800x2m doors of an approved HARDWOOD, framed, ledged, braced and battened - CLASS 1 - External use - with 70X40mm WEATHER BOARDS, with SABS approved 3 LEVER LOCK SETS, painted 3 coats varnish or painted 1 coat universal undercoat + 2 coats enamel, in 1mm pressed steel Clisco style OI doorframe 150x800x2020 NP (to fit 140 walls + 12mm plaster both sides and allow for 20mm screed in height) - Hot Dipped Galvanized according to SABS/SANS 934 CLASS Z-250, PAINTED 1 COAT UNIVERSAL UNDERCOAT + 2 COATS ENAMEL PAINT.

If difference in levels at entrance doors between floor slab and natural ground exceeds 200mm then step needs to be provided on a 150mm thick footing.

50 pvc kicker pipe cast into plinth, extending beyond 600 apron, rising in block cavity to take electrical wiring

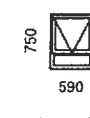
White powder coated aluminium windowframes



1.13sqm light  
3mm clear glass

PT10115

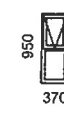
W2



.44sqm light  
3mm opaque safety glass

PT675OBS

W4



.35sqm light  
3mm clear safety glass

PT37950

W5

Electrical Legend

|  |   |
|--|---|
|  | 1x Prepaid Meter and Standard Eight Way Electrical Distribution Board |
|  | 3x Wall-Mounted Lights  |
|  | 3x Ceiling-Mounted Lights   |
|  | 6x Single Light Switches (1x two-way)                                 |
|  | 1x Triple Light Switch  |
|  | 5x Double Plug Points   |
|  | 2x external Waterproof Wall Mounted Bulkhead Light Fittings           |

- Conduits to be inserted into blockwork
  - Drill hole into inside skin of block to accommodate electrical switch boxes
  - No chasing to be done into blockwork to insert conduits
- ALL PLUGS @ 300mm ABOVE FFL, EXCEPT KITCHEN PLUGS @ 1200mm ABOVE FFL.  
- EXTERNAL WALL MOUNTED LIGHTS SET @ 2400mm ABOVE T.O.C.  
- LIGHT SWITCHES MOUNTED @ 1200mm ABOVE T.O.C.  
- ELECTRICAL WIRES TO BE FIXED TO RAFTERS.

45.85sqm Duplex Semi's

TYPE D1S

Page 1-7

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| REV. | DATE       | REVISION DETAILS  | BY |
|------|------------|---|----|
| 1    | 19/09/2019 | Changed concrete stair to timber in plan.   | AG |
| 2    | 30/09/2019 | Changed external door finish to 3 coats varnish. Added external door frame finish - 1 coat universal undercoat + 2 coats enamel paint. Changed internal door finish to 1 coat universal undercoat + 2 coats enamel. Added internal door frame finish - 1 coat universal undercoat + 2 coats enamel paint. Added gulley to floor plan. | AG |
| 3    | 18/10/2019 | Added external door finish option: 1 coat universal undercoat + 2 coats enamel paint. Changed 93 MOD AASHTO to 90 MOD AASHTO. Indicated vent pipe and gulley connection in drawings.  | AG |

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CAPE TOWN:  
398 ALBERT ROAD  
SALT RIVER CIRCLE  
SALT RIVER  
PO BOX 70 WOODSTOCK 7925  
TEL.: +27 21 448 6615  
FAX.: +27 21 448 6621  
E-MAIL: [acg@acgarchitects.co.za](mailto:acg@acgarchitects.co.za)

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CLIENT:

ASLA Devco

| PROJECT:               | PROJECT NO.: |
|------------------------|--------------|
| IDA's VALLEY REM 11330 | 1921         |

DRAWING TITLE:  
TYPE D1S-CATEGORY 1 BUILDING  
GROUND-PLAN

| DRAWN: | CHECKED: | DATE FIRST ISSUED: |
|--------|----------|--------------------|
| PD/AG  | GC       | 10.12.2018         |

DRAWING STATUS:  
FOR APPROVAL

| DISCIPLINE: | DRAWING NUMBER: | REVISION: |
|-------------|-----------------|-----------|
| A           | D1S-1           | 2         |

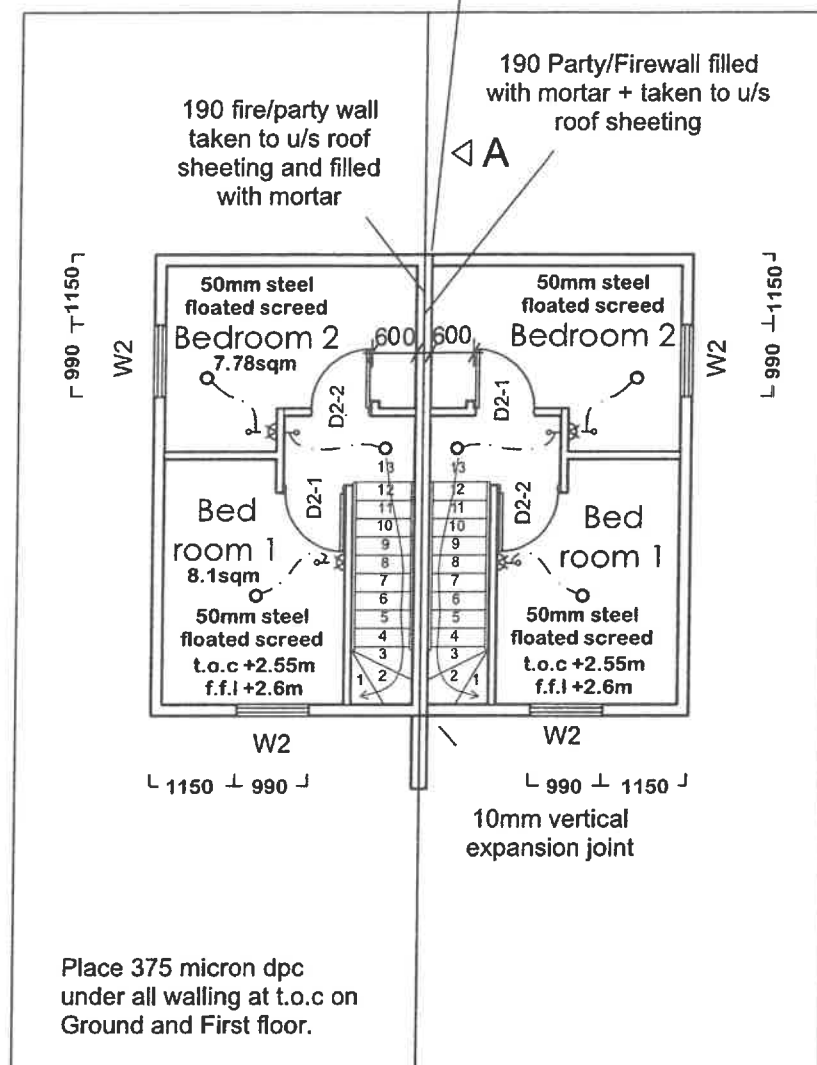
BP/19/3616



WIDEK galvanised 0.5 Z275 Roof sheets @ 7.5 deg. fall, fixed down with CRMT 12 x 65mm roofing screws in every second flute and every flute at eaves - laid as per manufacturers specifications.

200x80 f.c. barge boards painted 2 coats white pva bolted with galvanised steel gutter bolts to 100x50x50 galvanised steel angle brackets bolted to ends of steel lipped channels and fixed to top of channels through flute with 50mm galvanised selftapping screws and galvanised washers

10mm vertical expansion joint on r.h.s of 190 Party wall, tied every two courses with crimped 30x1,2 hoopiron ties bent back into concrete filled cavities



## First Floor Plan

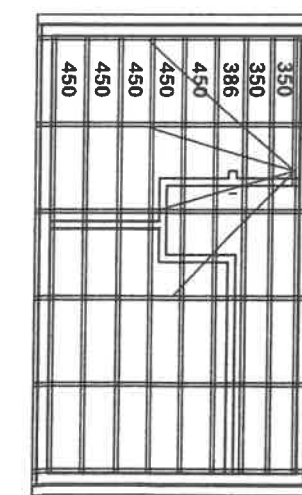
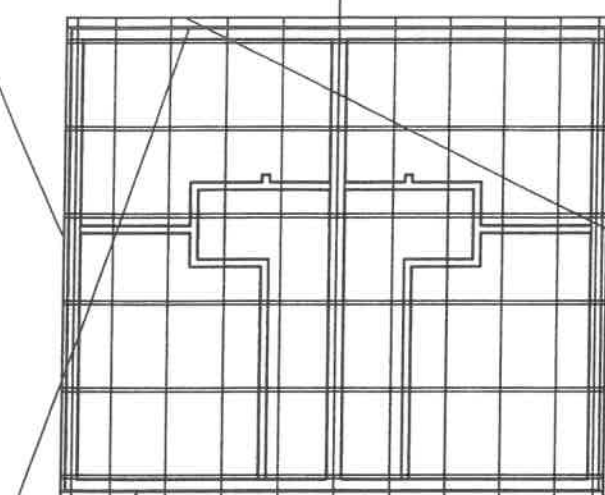
SCALE 1:100

## Ceiling Plan

SCALE 1:100

SCALE 1:100

225x12mm fibre-cement fascia boards painted two coats white pva fixed up to mortar filled top block block course over plaster, under roof sheeting with staggered pairs of 40x3 nail in anchors at 400ccs.



100x50x20x2 pre-galvanised steel lipped channels to manufacturers specifications, tied down over Side and Party walls with 30x1.6 hoopiron ties cast 600mm (3 courses) into 20MPa concrete filled blockwork cavities - wrap hoopiron around channel from both sides and bolt through centre of channels with M12 galvanised bolts, washers and nuts.

145mm Isotherm Insulation blanket laid over battens between channels

4mm Nutec ceiling boards fixed up with 32x2.5mm serrated ceiling nails @150ccs to 38x50 pine ceiling battens screwed flat to u/s lipped steel channels with 75mm wingtech screws

75mm Nutec paper covered NuCornice fixed up at wall/ceiling junctions around all internal rooms

45.85sqm Duplex Semi's

# TYPE D1S

Page 2-7

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| REVISIONS |            |  |    |
|-----------|------------|--|----|
| REV.      | DATE       | REVISION DETAILS   | BY |
| 1         | 19/09/2019 | Changed concrete stair to timber in plan and section. Shifted walls on first floor plan, roof plan and ceiling plan to accommodate timber stair. Shifted bedroom 2 walls in order to make landing 900mm deep. Changed insulation from 175mm to 145mm Isotherm. | AG |
|           | 02/10/2019 | Changed barge boards from 280x260 to 200x80. Changed position of D2-1 and D2-2 in bedroom 2.   | AG |

**BUILDING DEVELOPMENT MANAGEMENT**  
**APPROVED**  
IN TERMS OF SECTION 7(1)(a) OF THE NATIONAL BUILDING REGULATIONS AND BUILDING STANDARDS ACT, NO 103 OF 1977  
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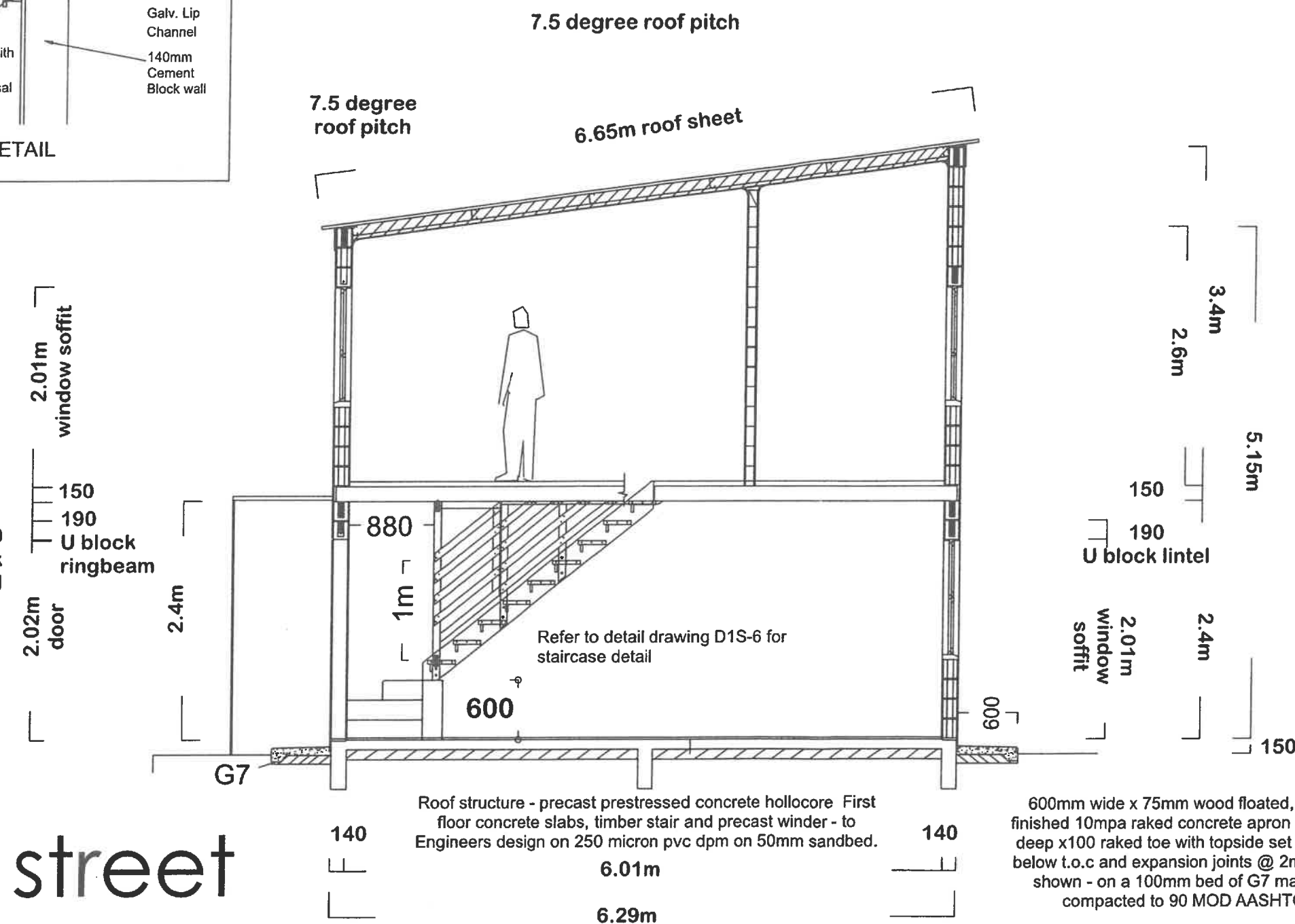


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CAPE TOWN:  
398 ALBERT ROAD  
SALT RIVER CIRCLE  
SALT RIVER  
PO BOX 70 WOODSTOCK 7925  
TEL.: +27 21 448 6615  
FAX.: +27 21 448 6621  
E-MAIL: acg@acgarchitects.co.za

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|                                 |  |                 |              |                    |  |
|---------------------------------|--|-----------------|--------------|--------------------|--|
| CLIENT:                         |  |                 | ASLA Devco   |                    |  |
| PROJECT:                        |  |                 | PROJECT NO.: |                    |  |
| IDA's VALLEY REM 11330          |  |                 | 1921         |                    |  |
| DRAWING TITLE:                  |  |                 |              |                    |  |
| TYPE D1S -CATEGORY 1 BUILDING   |  |                 |              |                    |  |
| -FIRST FLOOR ROOF+CEILING PLANS |  |                 |              |                    |  |
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| PD/AG                           |  | GC              |              | 10.12.2018         |  |
| DRAWING STATUS:                 |  |                 |              |                    |  |
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| DISCIPLINE:                     |  | DRAWING NUMBER: |              | REVISION:          |  |
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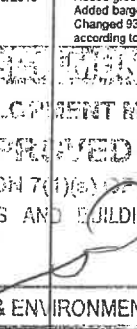

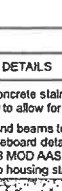
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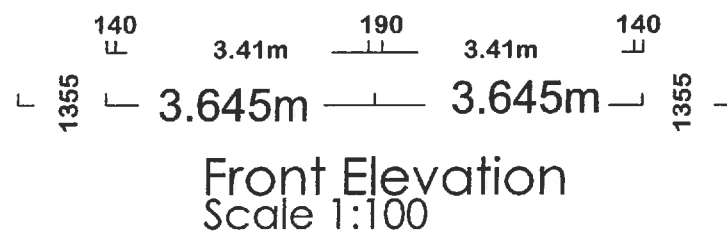
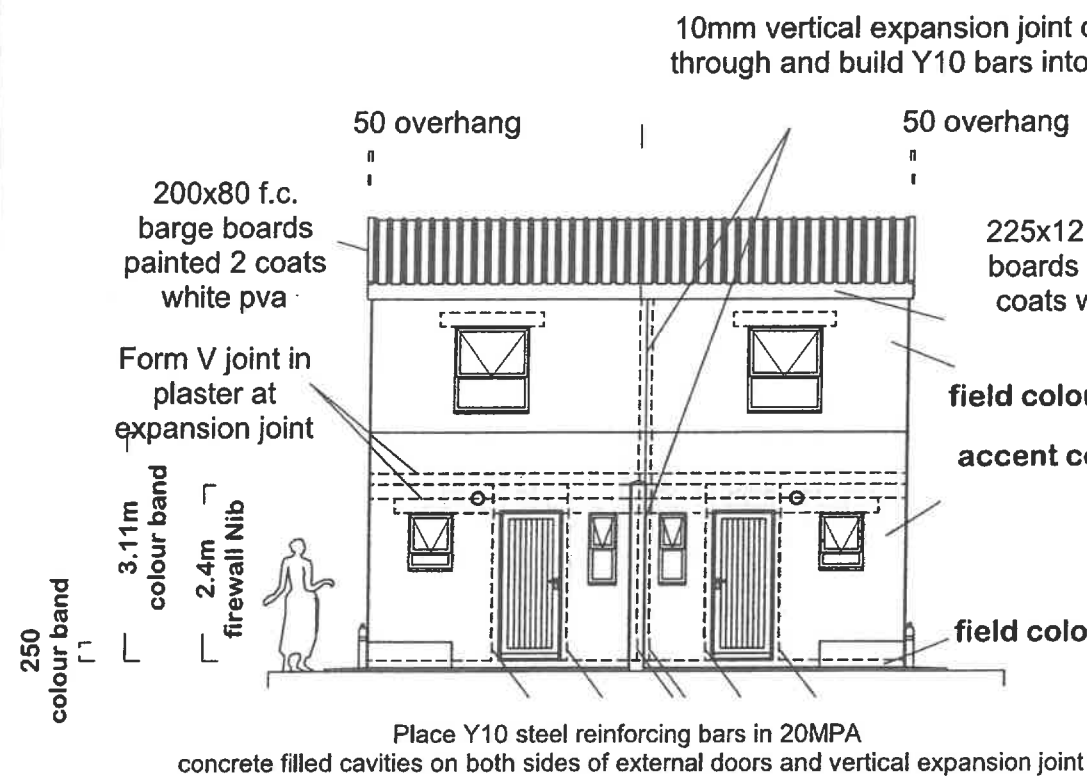
# Cross Section A-A

45.85sqm Duplex Semi's  
**TYPE D1S**

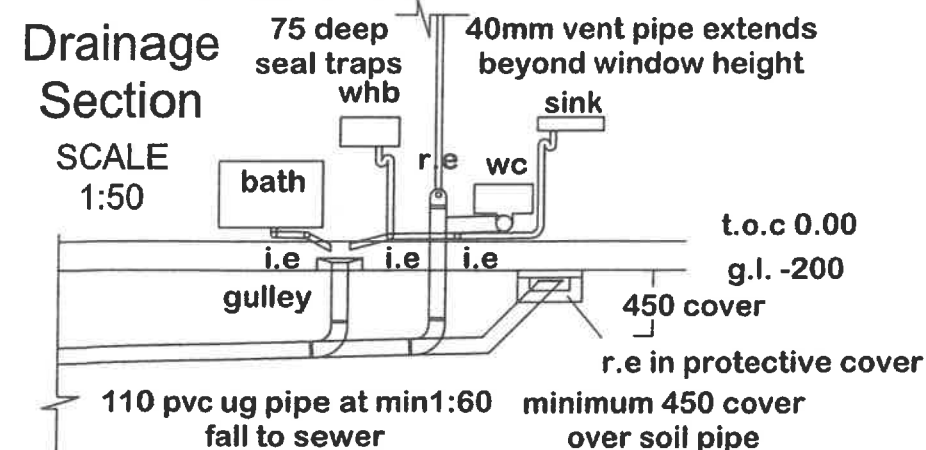
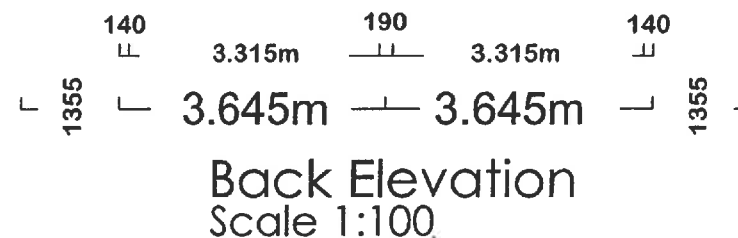
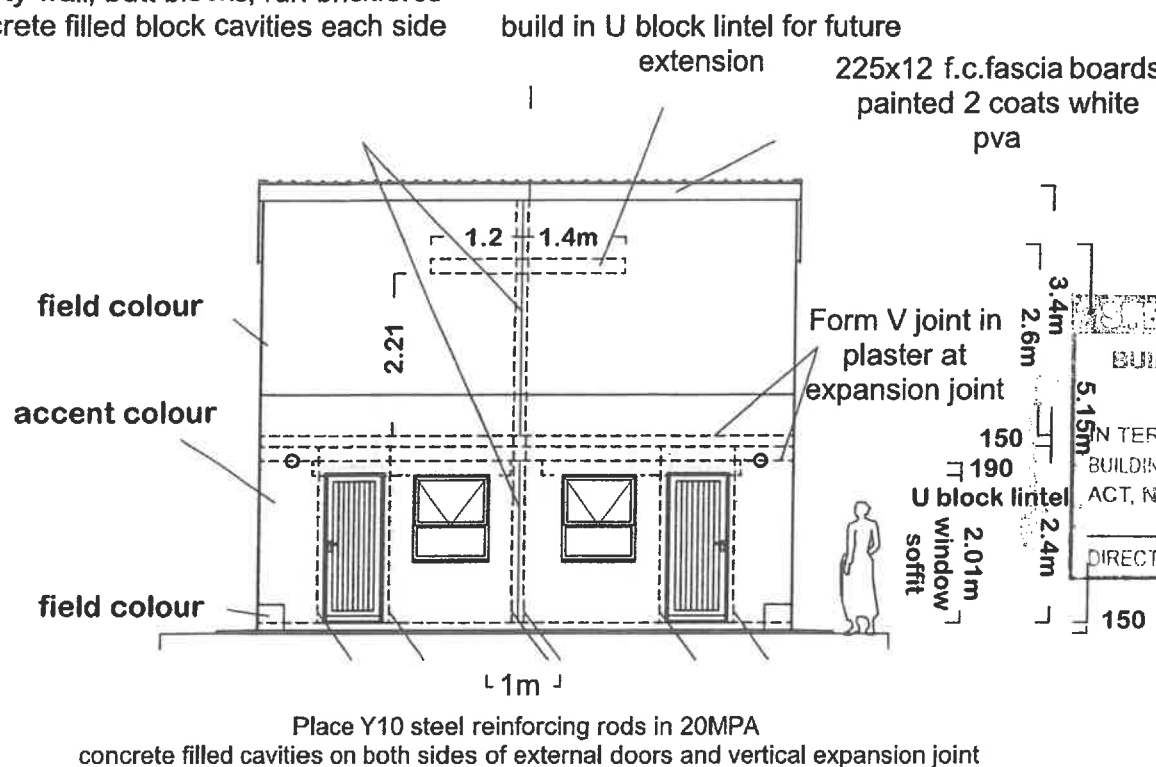
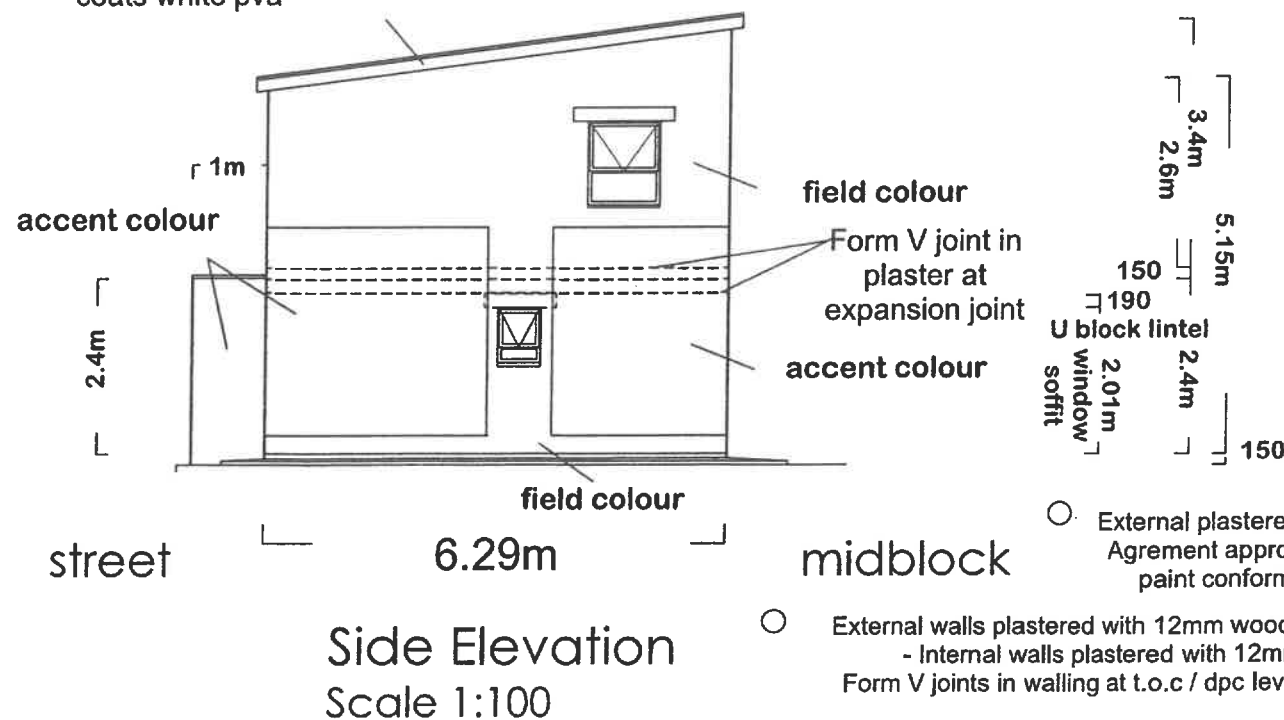
Page 3-7

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| <b>REVISIONS</b>  |  |   |  |
| REV.  | DATE   | REVISION DETAILS  | BY   |
| 1   | 19/09/2019<br><br>02/10/2019   | Changed concrete stair to timber in section.<br>Shifted wall to allow for 900mm landing.<br>Added ground beams to section.<br>Added bargeboard detail to drawing.<br>Changed 93 MOD AASHTO to 90 MOD AASHTO according to housing standards. | AG<br><br>AG   |
|    |  |   |  |
|    |  |   |  |
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| FILE PATH:<br>J:\1870 Rivierosonderend Housing\Drawings\04 Drawings OUT\JV Architect<br>\2018\1122_Pater DWG's\2018\1031_Rivierosonderend_pln   |  |   |  |
| CLIENT:<br><div style="font-size: 1.5em; font-weight: bold;">ASLA Devco</div>   |  |   |  |
| PROJECT:<br><div style="font-size: 1.2em; font-weight: bold;">IDA's VALLEY REM 11330</div>  |  |   | PROJECT NO.:<br><div style="font-size: 1.2em; font-weight: bold;">1921</div> |
| DRAWING TITLE:<br><div style="font-size: 1.2em; font-weight: bold;">TYPE D1S- CATEGORY 1 BUILDING CROSS-SECTION</div>   |  |   |  |
| DRAWN:<br><div style="font-size: 1.2em; font-weight: bold;">PD/AG</div>   | CHECKED:<br><div style="font-size: 1.2em; font-weight: bold;">GC</div>         | DATE FIRST ISSUED:<br><div style="font-size: 1.2em; font-weight: bold;">10.12.2018</div>  |  |
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200x80 f.c. barge boards painted 2 coats white pva



45.85sqm Duplex Semi's

**TYPE D1S**

Page 4-7

BP/19/3616

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REVISIONS

| REV. | DATE       | REVISION DETAILS   |  |
|------|------------|--|--|
| 1    | 30/09/2019 | Revised 8mm steel reinforcing bars to Y10 steel bars in block walls filled with 20MPa concrete as per housing standards. |  |
|      | 02/10/2019 | Changed barge boards from 250x250 to 200x80. Adjusted overhang on barge board side from 150mm to 50mm.                   |  |
|      | 16/10/2019 | Added V joint note to drawing. Added 40mm vent pipe to drawing.  |  |

ING LEVEL DEVELOPMENT MANAGEMENT

APPROVED

OF SECTION 7(1)(c) OF THE NATIONAL REGULATIONS AND BUILDING STANDARDS 103 OF 1977

PLANNING & ENVIRONMENT

DATE

30/12/2020

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acg

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CAPE TOWN:  
398 ALBERT ROAD  
SALT RIVER CIRCLE  
SALT RIVER  
PO BOX 70 WOODSTOCK 7925  
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CLIENT:

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PROJECT:

IDA's VALLEY REM 11330

PROJECT NO.:

1921

DRAWING TITLE:

TYPE D1S- CATEGORY 1 BUILDING ELEVATIONS

DRAWN:

PD/AG

CHECKED:

GC

DATE FIRST ISSUED:

10.12.2018

DRAWING STATUS:

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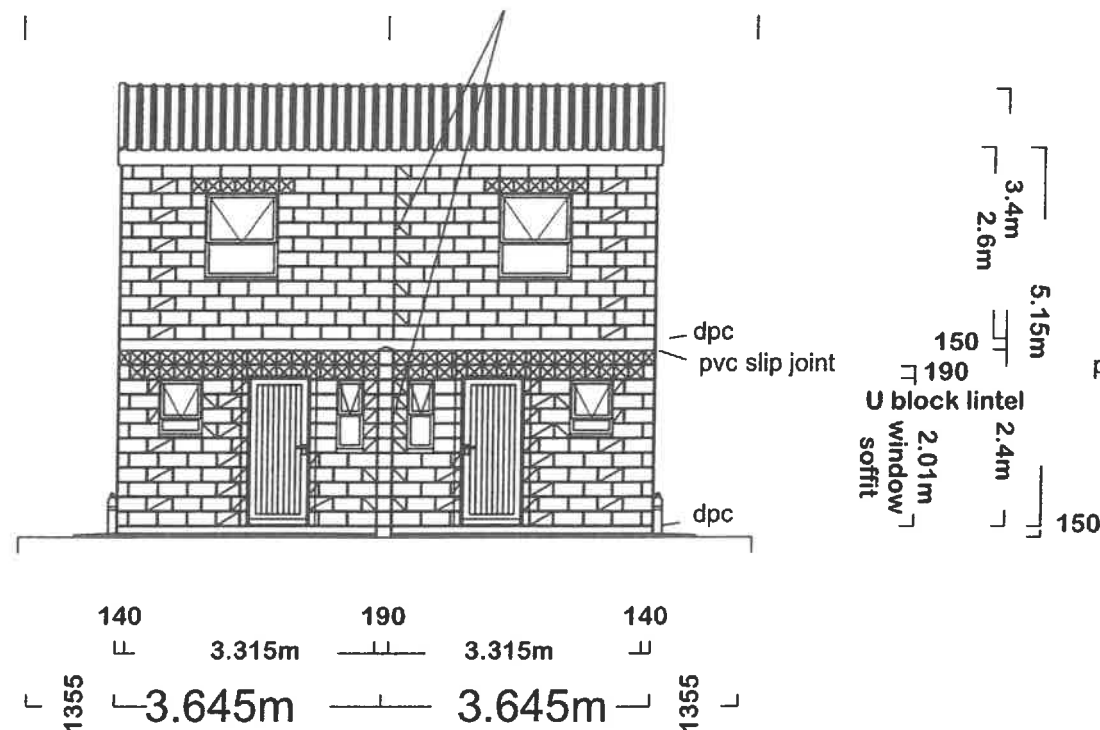
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D1S-4

REVISION:

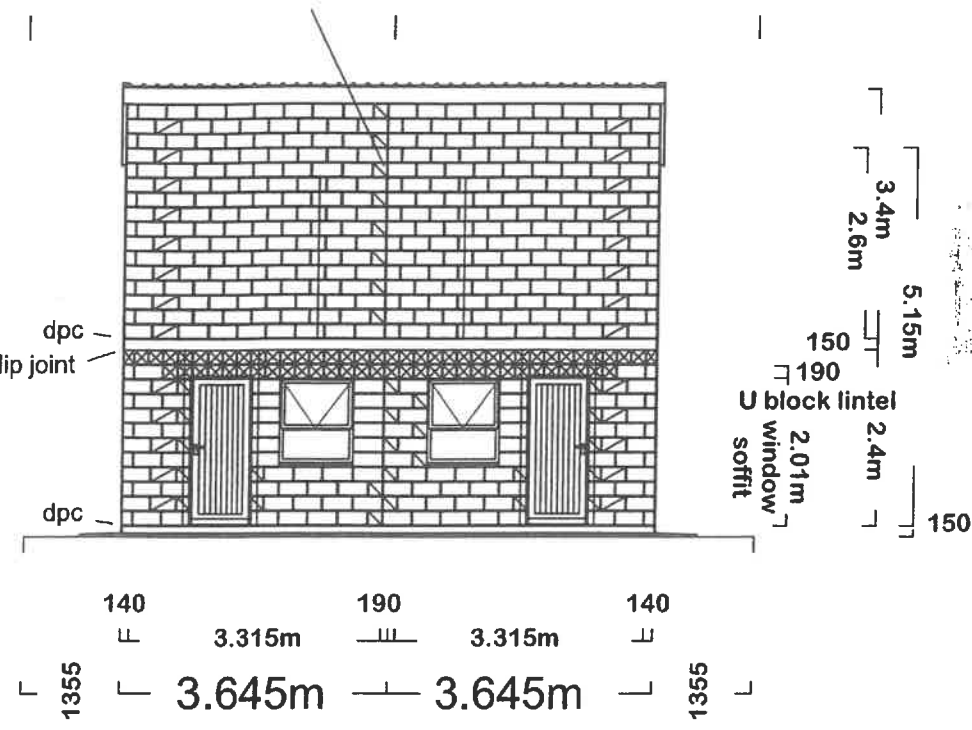
2

10mm vertical expansion joint on r.h.s of 190 Party wall, tied every two courses with crimped 30x1,2 hoopiron ties bent back into concrete filled cavities

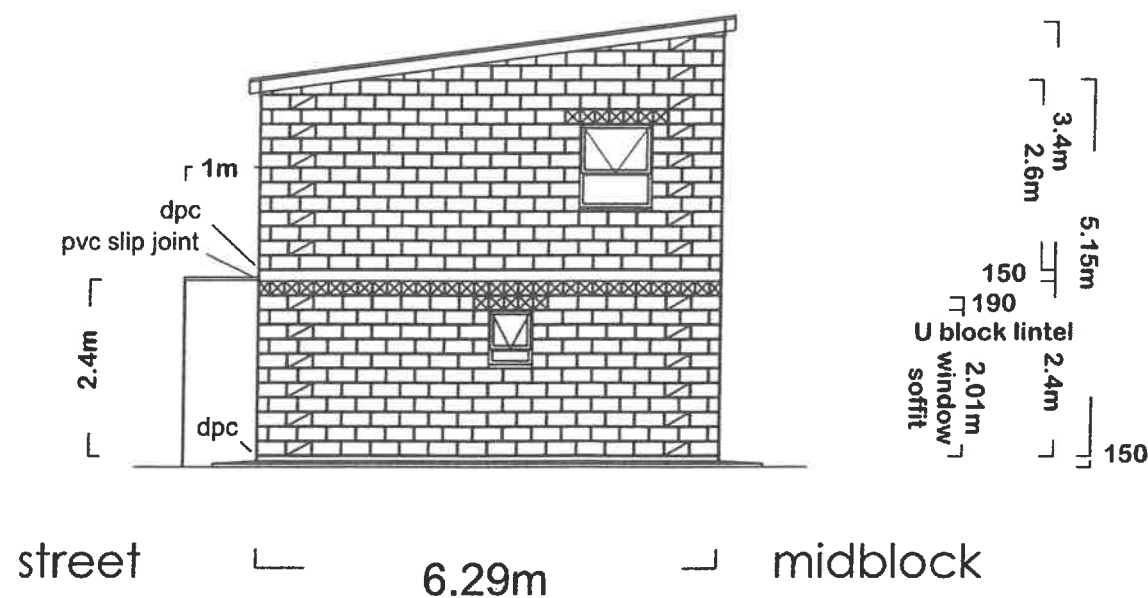


Front Elevation  
Scale 1:100

10mm vertical expansion joint on l.h.s of 190 Party wall, tied every two courses with crimped 30x1,2 hoopiron ties bent back into concrete filled cavities

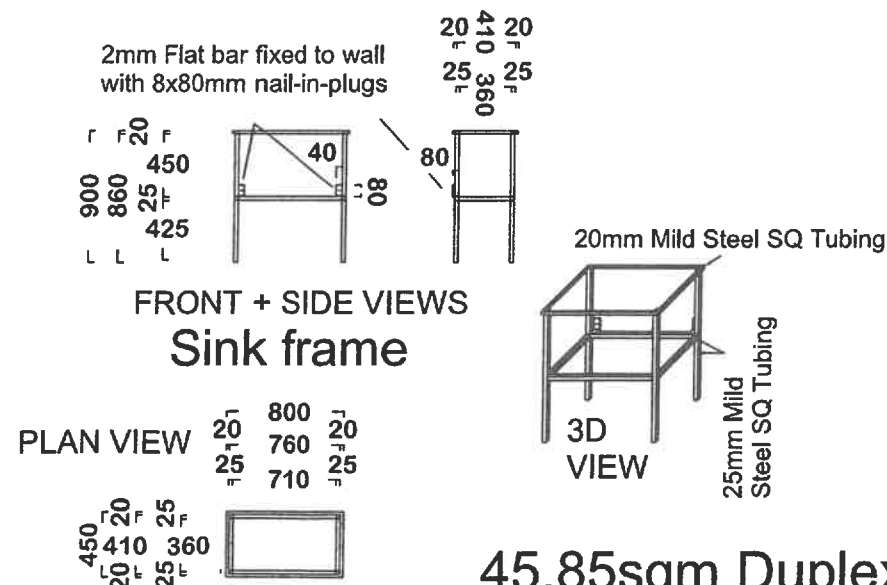


Back Elevation  
Scale 1:100



Side Elevation  
Scale 1:100

90/140/190 5MPa hollow concrete blocks shell bedded and flush jointed 1:1:6 mortar mix (2x50kg cement : 2x50kg lime : 6 barrows sand)



45.85sqm Duplex Semi's  
**TYPE D1S**

Page 5-7  
B P / 19 / 3616

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| REV. | DATE       | REVISION DETAILS  | BY |
|------|------------|---|----|
| 1    | 02/10/2019 | Changed barge boards from 260x260 to 200x80. Adjusted overhang on bargeboard side from 180mm to 50mm. | AG |

**BUILDING DEVELOPMENT MANAGEMENT APPROVED**  
IN TERMS OF SECTION 7(1)(a) OF THE NATIONAL BUILDING REGULATIONS AND BUILDING STANDARDS ACT, NO 103 OF 1977  
DIRECTOR: PLANNING & ENVIRONMENT DATE 30/3/2020

IF THE ABOVE DIMENSION DOES NOT MEASURE FIVE CENTIMETERS (5 cm) EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.



ACG ARCHITECTS & DEVELOPMENT PLANNERS  
CAPE TOWN:  
398 ALBERT ROAD  
SALT RIVER CIRCLE  
SALT RIVER  
PO BOX 70 WOODSTOCK 7925  
TEL.: +27 21 448 6615  
FAX.: +27 21 448 6621  
E-MAIL: acg@acgarchitects.co.za

FILE PATH:  
J:\1870 Rivieronderend Housing\Drawings\04 Drawings OUT\JV Architect  
120181122\_Peter DW\201811031\_Rivieronderend\_pln

|   |                 |                    |
|---|-----------------|--------------------|
| CLIENT:   |                 |                    |
| ASLA Devco  |                 |                    |
| PROJECT:  |                 | PROJECT NO.:       |
| IDA's VALLEY REM 11330                                    |                 | 1921               |
| DRAWING TITLE:  |                 |                    |
| TYPE D1S- CATEGORY 1 BUILDING<br>ELEVATIONS-BLOCK LAYOUTS |                 |                    |
| DRAWN:  | CHECKED:        | DATE FIRST ISSUED: |
| PD/AG   | GC              | 10.12.2018         |
| DRAWING STATUS:   |                 |                    |
| FOR APPROVAL  |                 |                    |
| DISCIPLINE:   | DRAWING NUMBER: | REVISION:          |
| A   | D1S-5           | 1                  |





ALL CONSTRUCTION METHODS + WORKMANSHIP TO COMPLY WITH RELEVANT SABS CODES OF PRACTICE + NHBCR TECHNICAL REQUIREMENTS.

1. THE DRAWING SHOWS GENERIC DESIGNS APPLICABLE TO HOUSES ON SOIL CLASS PH/S1 WITH 150KPA BEARING CAPACITY.
2. ALL WORK TO COMPLY WITH THE RELEVANT SABS/SANS CODES OR PRACTICE, NBR AND NHBCR HOMEBUILDING MANUAL PART3.

FOUNDATIONS:

- COMPACTED FILL, CONCRETE FOOTINGS, SLABS AND FOUNDATIONS TO ENGINEERS SPECIFICATION. REFER TO ENGINEERS DRAWINGS.
- 1 - LEVEL THE FOUNDATION AREA , STRIP VEGETATION, ESTABLISH LEVELS, SETTING T.O.C MIN 150 ABOVE G.L2 - LAY, WATER AND COMPACT FILL - IMPORTED FILL SHALL BE G7 OR BETTER.DCP TESTS SHALL BE CARRIED OUT IN THE FOUNDATION AREA. COMPACTION SHALL BE THAT IN EXCESS OF 3 BLOWS OF A DYNAMIC CONE PENETROMETER ARE REQUIRED PENETRATE 100MM OF FILL. IF THIS IS NOT ACHIEVED THE MATERIAL SHALL BE COMPACTED AGAIN AND IF THE BEARING CAPACITY IS STILL FOUND TO BE INADEQUATE, FURTHER INSTRUCTION SHALL BE REQUESTED FROM THE ENGINEER.
  - 2 - NO HAND-MIXING OF CONCRETE ALLOWED.
  - 3 - EXCAVATE AND PLACE 250micron DPM UNDER CONCRETE RAFT.
  - 4 - CONSTRUCT REINFORCED CONCRETE RAFT WITH FLOORSLAB TO TAKE 20MM STEEL FLOATED SCREED IN STRUCTURAL ENGINEERS DRAWINGS, SETTING TOP OF CONCRETE 150mm ABOVE GROUND LEVEL.
  - 5 - RAFT TO HAVE 10mm REBATE UNDER EXTERNAL WALLS TO PREVENT WATER PENETRATION ONTO SLAB.
- BUILD IN 50MM PVC KICKER PIPES FOR ELECTRICAL SUPPLY WIRING TO DB.:

WALLS

- 1.PLACE 375 MICRON EMBOSSED DPC UNDER ALL WALLING AT TOP OF GROUND AND FIRST FLOOR SLAB LEVELS, EXTENDING 10mm BEYOND FACES OF EXTERNAL WALLS.
  2. CONSTRUCT 7MPA 140 / 190 LOADBEARING HOLLOW BLOCK WALLS TO FIRST FLOOR SLAB WITH 3.5MPA 90 INTERNAL WALLS - AND 3.5MPA 90 / 140 / 190 HOLLOW BLOCK WALLS ABOVE FIRST FLOOR SLAB, LAID IN MORTAR (MIX 1:1:6 - 2x50kg CEMENT: 2x50kg LIME : 6 BARROWS SAND), SHELL BEDDED AND FLUSH JOINTED, WITH 160 (190 BLOCKS), 110 (140 BLOCKS) AND 60MM (90 BLOCKS) X 2.8MM BRICKFORCE EVERY 3 COURSES ALL ROUND AND EVERY COURSE ABOVE WINDOWS AND DOORS (TAKEN 800MM AROUND CORNERS INTO SIDEWALLS).
  3. INTERNAL WALLS TO BE BOUND TO EXTERNAL WALLS BY 30X1.2mm HOOP IRON EVERY 2<sup>nd</sup> COURSE.
  4. PLACE Y10 STEEL REINFORCING BARS IN 20MPA CONCRETE FILLED BLOCK CAVITIES ON BOTH SIDES OF EXTERNAL DOORS AND VERTICAL EXPANSION JOINTS, TAKING REINFORCING RODS THROUGH U BLOCK LINTEL AND RINGBEAM TO UNDERSIDE OF FIRST FLOOR SLAB AND ROOF SHEETS.
  5. BUTT BLOCKS AT 10MM VERTICAL EXPANSION JOINTS, RUNNING 2.8MMx100 BRICKFORCE THROUGH JOINT AT BRICKFORCE INTERVALS.
  6. CONSTRUCT 140x190x190 U BLOCK LINTELS OVER DOOR AND WINDOW OPENINGS, WITH CUT DOWN U BLOCK LINTELS OVER DOORFRAMES TO MATCH COURSING AND A 140 / 190 U BLOCK RING BEAM WITH U/S 2.21M ABOVE FLOOR LEVEL ON FRONT ALL ROUND AS SHOWN, FILLING BLOCK CAVITIES WITH 25MPA CONCRETE AND CASTING IN ONE Y10 REINFORCING ROD , 50MM ABOVE BASE - WITH TOPSIDE LEVELLED WITH MORTAR BED TO TAKE FIRST FLOOR SLABS.
  7. TAKE EXTERNAL AND PARTY/FIRE WALLS TO U/S ROOF SHEETS, BEAMFILLING WITH MORTAR.
  8. BUILD DOUBLED OVER 30X1.6 HOOPIRON INTO WALLS AT STEEL LIPPED CHANNEL INTERVALS, CASTING HOOPIRON 600mm (3 COURSES) INTO 20 MPA CONCRETE FILLED BLOCK CAVITIES BENT BACK UNDER BLOCKS AT BASE.
  9. CONSTRUCT 1M DEEP, 190 BLOCK EXTERNAL NIB FIRE WALL AS SHOWN AND DIMENSIONED, ON 450X200 STRIP FOOTING, TIED TO FRONT WALL WITH HOOPIRON TIES EVERY 2 COURSES, WITH 140 PRECAST COPINGS OVER, PLASTERED AND PAINTED.
- BLOCKS USED ARE TO BE CURED FOR 21 DAYS, BE OF A GOOD STANDARD WITH A HIGH ABSORPTION RESISTANCE AND CERTIFICATION OF SUCH IS TO BE HANDED TO THE DEPARTMENT AND LOCAL AUTHORITY.
- THE HEIGHT OF WALLING BUILT IN A DAY MUST NOT EXCEED 1.3 TO 1.5m.

GROUND FLOORS:

- RAFT / PLINTH AS PER ENGINEERS DESIGN FINISHED TO TAKE A 20MM STEEL FLOATED TOPPING - ON 250micron PVC SHEETING WITH 200 OVERLAPS WRAPPED UP SIDES OF RAFT AND SECURED BY APRONS AGAINST EXTERNAL WALLS - ON 50mm SAND BLINDING LAYER ON COMPACTED FILL TO ENGINEERS DESIGN.
- FLOOR TO RECEIVE 20mm STEEL FLOATED TOPPING.
- RAFTS TO BE CURED FOR 3 DAYS BY COVERING WITH A LAYER OF DAMP SAND OR DPM WHICH COVERS THE ENTIRE SLAB AIR SEALED AT THE PERIPHERY.
- REFER TO ENGINEERS DRAWINGS.

PRECAST HOLLOWCORE FIRST FLOOR

- LEVEL WALLING AT 2.4M ABOVE GROUND SLAB T.O.C WITH A CEMENT RICH MORTAR BED, LAY MALTHOID SHEETING SLIP JOINT AND PLACE 150X1.2M PRECAST, PRESTRESSED FIRST FLOOR SLABS OVER WALLING AS PER ENGINEERS DESIGN, GROUTING INTERSPACES, FLUSHING 20MM REBATE WITH MORTAR, FORM A V JOINT WITH FLEXIBLE SEALANT AT GROUND FLOOR WALLING/DECKING SLAB SOFFIT JUNCTION.
- REFER TO ENGINEERS DRAWING.

TIMBER STAIR, CONCRETE WINDER AND TIMBER STAIR RAIL

1. CAST CONCRETE WINDER WITH 200mm BULLNOSED RISERS TO DIMENSIONS DETAILED, IN STEEL MOLD TO ENGINEERS SPECIFICATION.
2. PREFABRICATE TIMBER FLIGHTS OF STAIRS AS DETAILED, REBATING 8mm EACH SIDE, GLUING AND SCREWING 275mm DEEP x 750mm WIDE x 38mm THICK GRADE 5 S.A.P.
- TREADS WITH 25mm OVERLAPS AS SHOWN, BETWEEN 228x38mm GRADE 5 S.A.P. STRINGERS, CUTTING BASE AND TOPS TO REST AGAINST WINDERS AND FACES OF LANDINGS. SCREW 75x22mm SLATS WITH BACKS FLUSH WITH BACKS OF TREADS BELOW, UNDER TREADS. SAND TO SMOOTH FINISH AND VARNISH ALL ROUND WITH 3 COATS CLEAR, UV RESISTANT POLYURETHANE VARNISH.
- DRILL 75mm INTO TOP OF WINDER AND BOTTOMS OF STRINGERS TO TAKE TWO CORRESPONDING 150x10mm STEEL ROUND BAR PEGS, POSITION STAIR ON PEGS, AGAINST PLASTER AND SCREW INSIDE STRINGER TO PARTY WALLS WITH 12012 GALVANISED COACH SCREWS + PLUGS, WITH 3 FIXINGS / STAIR.
3. PREFABRICATE TIMBER RAIL AND HINGED GATE WITH PUSH BOLTS AS DETAILED, BOLTING, GLUING AND SCREWING TOGETHER, SAND TO SMOOTH FINISH AND VARNISH WITH 3 COATS CLEAR UV RESISTANT POLYURETHANE VARNISH ALL ROUND. BOLT FRAME POSTS TO OUTER STRINGER WITH 50X12 GALVANISED BOLTS, WASHERS AND NUTS AND FIX TOP RAIL TO U/S SLABS WITH 80X8 GALVANISED COACH SCREWS AND PLUGS @ 290mm CCS, WITH GATE SECURED BY PUSH BOLTS. ALL BALUSTRADES TO MIN. 1M ABOVE FLOOR LEVEL AND SHALL NOT CONTAIN ANY OPENING THAT WILL PERMIT THE PASSAGE OF A 100MM DIAMETER BALL.

CONCRETE APRON:

- LAY A 600mm WIDE x 75mm DEEP WOOD FLOATED 10MPA RAKED CONCRETE APRON, WITH BRUSHED FINISH, AROUND BUILDING AS SHOWN WITH A 135mm DEEP x 100 RAKED TOE ON A 100mm BED OF G7 MATERIAL COMPACTED TO 90 MOD AASHTO WITH TOP OF APRON SET 100MM BELOW FLOORSLAB T.O.C. -. FORM EXPANSION JOINTS AT 2M CCS AS SHOWN. SEAL PLINTH/APRON JUNCTION ALL ROUND WITH FLEXIBLE, WATERPROOF SILICONE SEALER. APRONS TO HAVE A MIN SLOPE 2% SLOPE AWAY FROM WALL.
- REFER TO ENGINEERS DRAWINGS.

PLASTER, TOPPINGS AND PAINT:

1. EXTERNAL WALLS FROM U/S ROOF SHEETING ON GABLE ENDS AND U/S SIDE WALL FASCIAS TO TOP OF APRON TO BE PLASTERED WITH 12mm PLASTER, WOOD FLOATED AND SPONGED IN ACCORDANCE WITH SANS 10400XA 4.4.3.
2. INTERNAL WALLS TO BE PLASTERED WITH 12mm STEEL FLOATED PLASTER - IN ACCORDANCE WITH SANS 10400XA 4.4.3.
- POINT EXTERNAL SURROUNDS TO DOORS AND WINDOWS - STRIKE V JOINTS AT T.O.C OF FLOORSLAB ON EXTERNAL WALLS AND VERTICAL CONSTRUCTION JOINTS IN BLOCKWORK - FLUSH FILL WITH WATERPROOF, UV RESISTANT FLEXIBLE SILICONE SEALANT.
3. LAY 20MM STEEL FLOATED TOPPINGS TO INTERNAL GROUND FLOOR ROOMS AND 50MM STEEL FLOATED TOPPINGS WITH MESH ON FIRST FLOOR ROOMS.
4. PLASTERED EXTERIOR WALLS TO BE PAINTED WITH 3 COATS OF WATER RESISTANT ACRYLIC PAINT WITH AN ACTIVE/VALID AGREEMENT SA CERTIFIED EXTERNAL COATING SYSTEM , CONFORMING TO SABS 0400 KK17 - IN COLOUR PANELS SHOWN ON PLANS.
5. WOODEN DOORS, DOOR FRAMES & WINDOW FRAMES MUST BE TREATED WITH AN APPROVED PAINT SEALANT OR VARNISHED BEFORE INSTALLATION (3 COATS).
6. FIBRECEMENT FASCIAS AND BARGEBOARDS TO BE PAINTED TWO COATS WHITE PVA.

ROOF CONSTRUCTION:

- THE ROOF STRUCTURE SHALL BE DESIGNED BY A COMPETENT PERSON (STRUCTURAL) OR AN ACCREDITED FACTORY DESIGN SYSTEM ACCEPTED BY THE DEPARTMENT.
- AN A19 ROOF CERTIFICATE TO BE ISSUED BY THE DEVELOPER/ CONTRACTOR FOR EVERY HOUSE ON COMPLETION.
- ROOF STRUCTURE AS PER STRUCTURAL ENGINEERS SPECIFICATIONS - IN ACCORDANCE WITH SANS 10400XA 4.4.2, WITH A MIN TOTAL R-VALUE OF 3.7 IN AN UPWARD DIRECTION.
1. ROOF SHALL CONSIST OF GALVANISED WIDEK 0.5 AZ275 ROOF SHEETS @ 7.5 DEG. FALL, FIXED DOWN WITH CLASS 3, SRMT12X65 SDS METAL SCREWS WITH M6X19 BONDED WASHERS IN EVERY SECOND FLUTE AND EVERY FLUTE AT EAVES - LAID AS PER MANUFACTURERS SPECIFICATIONS.
  2. PURLIN RAFTERS TO BE 100x50x20x2 STEEL LIPPED CHANNELS AS PER MANUFACTURERS SPECIFICATIONS AT CCS SHOWN TIED DOWN WITH DOUBLED 32X1.6 GALVANISED HOOPIRON, CAST 600mm INTO 20MPA CONCRETE FILLED BLOCK CAVITIES, BENT AROUND LIPPED CHANNELS AND SECURED WITH ONE M12 GR.4.6 BOLT THROUGH CENTRE OF CHANNEL.

FASCIA AND BARGE BOARDS :

1. PREPAINT TWO COATS WHITE PVA AND FIX UP 225 x12 FIBRE-CEMENT FASCIA BOARDS UNDER ROOF SHEETS AT EAVES OVER PLASTER WITH STAGGERED PAIRS OF GALVANISED 75MM WOODSCREWS, GALVANISED WASHERS AND PLUGS AT 650CCS.
2. PREPAINT TWO COATS WHITE PVA - CUT EAVES AND APEX JUNCTIONS VERTICAL - AND FIX UP 200x80 FIBRE-CEMENT BARGE BOARDS OVER ROOF SHEETS AT SIDEWALLS, BOLTING 100x50x50 GALVANISED STEEL ANGLE BRACKETS TO CHANNEL ENDS AND TO BARGE BOARD WITH GALVANISED STEEL GUTTER BOLTS.

CEILING AND INSULATION:

1. NAIL 38X50 SAP CLEATS TO WALLS WITH 8X80 NAIL IN PLUGS @900CCS WHERE SHOWN TO CARRY BRANDERING.
  2. SCREW UP 38x50mm (SAP GRADE S5) BRANDERING LAID FLAT @ MAX 450CCS SHOWN, ACROSS U/S OF LIPPED CHANNELS WITH 75mm WINGTECH SELF DRILLING SCREWS. LAY 145mm BLANKET OF ISOTHERM INSULATION OVER BRANDERING ON TOP OF CEILING BOARDS, BETWEEN CHANNELS AND FIX UP 4mm Nutec CEILING BOARDS WITH 32x2.5mm SERRATED CEILING NAILS @150mm CCS, NOT CLOSER THAN 12mm TO EDGE OF BOARDS, JOINTED WITH PVC H STRIPS .
- FIX UP 75MM NUTEC PAPER COVERED NUCORNIC AT WALL/CEILING JUNCTIONS AROUND ALL ROOMS.
- NO ELECTRICAL HARNESS TO TOUCH INSULATION. HARNESS TO REST ON TIMBER PLATE/SHEET ON INSULATION.

WINDOW AND DOOR SPECIFICATIONS:

1. EXTERNAL DOORS TO BE AS PER DOOR SCHEDULE, ( DOORS OF APPROVED HARDWOOD, FRAMED, LEDGED, BRACED + BATTENED - CLASS 1 - FULL EXTERNAL USE - WITH 70X40mm WEATHER BOARDS, WITH SABS APPROVED 3 LEVER LOCK SETS, PAINTED 3 COATS VARNISH OR 1 COAT UNIVERSAL UNDERCOAT + 2 COATS WHITE ENAMEL ALL ROUND, IN 0-1 800x2m NP 1mm THICK PRESSED STEEL DOORFRAMES (TO FIT 140 WALLS +12MM PLASTER BOTH SIDES) - HOT DIPPED GALVANIZED ACCORDING TO SABS/SANS 934 CLASS 2-250, PAINTED 1 COAT UNIVERSAL UNDERCOAT + 2 COATS ENAMEL PAINT.
  2. INTERNAL DOORS TO BE AS PER DOOR SCHEDULE, HOLLOW-CORE, MASONITE CLAD DOORS PAINTED 1 COAT UNIVERSAL UNDERCOAT +2 COATS WHITE ENAMEL ALL ROUND, IN 115x800x2m NP PRESSED STEEL PRE-GALVANISED NO-CILL DOOR FRAMES (TO FIT 90 WALLS +12MM PLASTER BOTH SIDES) PAINTED 1 COAT UNIVERSAL UNDERCOAT + 2 COATS ENAMEL PAINT, WITH SABS APPROVED 2 LEVER LOCK SETS.
  3. WINDOWS TO BE WHITE POWDER COATED ALUMINIUM WINDOWFRAMES BUILT INTO WALLS AS PER MANUFACTURERS SPECIFICATIONS - FITTED WITH 3MM CLEAR FLOAT GLASS (OPAQUE SAFETY GLASS IN BATHROOM AND STAIR WINDOW).
- ALL DOOR AND WINDOWFRAMES TO BE EXTERNALLY POINTED + SEALED ALL ROUND WITH FLEXIBLE, WATERPROOF SILICONE SEALER
- WINDOW U-VALUE 7.9 -LIGHT AREA TO BE MIN 10%, UNDER 15% OF FLOOR AREAS WITH MIN. 5% OPENING AREAS, IN ACCORDANCE WITH SANS 10400XA 4.4.3.1.
- GLASS PAGES SHALL BE IN ACCORDANCE WITH SANS 10400 N/ SABS 0137-2000 CODE OF PRACTICE. ALL HOUSES MUST BE ISSUED WITH A GLAZING COMPLIANCE CERTIFICATE UPON COMPLETION.
- DOOR LOCKS AND HANDLES TO CARRY A 1 YEAR GUARANTEE AGAINST RUST

SANITARYWARE, WATER, WASTE AND POWER:

- INSTALL AS PER MANUFACTURERS SPECIFICATIONS -
1. WHITE PORCELAIN BASIN (MIN 210x330 BOWL SIZE) AND LOW FLOW COLD TAP.
  2. WHITE PVC LOW FLOW CISTERN / WHITE PORCELAIN PAN WITH STOPCOCK AND FITTINGS.
  3. STAINLESS STEEL SINK - 800x460mm - 202 Grade 0.5 THICK , ON STEEL SUPPORT FRAME AS DETAILED, WITH LOW FLOW COLD TAP.
  4. WHITE 1.5X700 BATH WITH LOW FLOW TAP, CONCRETE GULLEY, OVERFLOW WITH GIRAFFE AND 90 PLASTERED BLOCK FACING WALL WITH 400x400 INSPECTION PANEL WITH 38X38mm REBATED SAP FRAME FIXED TO BLOCKS WITH 80X8 NAIL IN ANCHORS AND REMOVABLE 6mm NUTEC PANEL SCREWED TO FRAME WITH 6X 35MM BRASS DOME HEADED SCREWS, FLUSH WITH PLASTER.
- BATH, SINK AND BASIN TO BE SILICONE POINTED - ALL WASTE PIPES TO BE ACCESSIBLE FOR CLEANING PURPOSES.
- INSTALL 15mm MONO-COLD WATER SUPPLY PIPING FROM METER IN STREET, UNDERGROUND TO CONNECTION POINT AT HOUSE AT MIN DEPTH OF 450MM TO SUPPLY FITTINGS DESCRIBED ABOVE, WITH APPROVED STOPCOCK AT HOUSE CONNECTION POINT AND STOPCOCKS AS REQUIRED, RUNNING PIPING SURFACE IN WALL BRACKETS
- INSTALL 110 PVC SOIL AND 40MM PVC WASTE PIPES IN A CLOSED ONE PIPE SYSTEM WITH MIN 450mm COVER - 1:60 FALLS - WITH STUB STACK 40MM VENT VALVE, RODDING EYES AND DEEP SEAL TRAPS TO FITTINGS AS PER DRAINAGE SECTION - FROM FITTINGS IN HOUSE TO CONNECTION POINT AT STREET, IN COMPLIANCE WITH MUNICIPAL REGULATIONS, LOCAL AUTHORITY BY-LAWS AND MINIMUM ENGINEERING STANDARDS. ALL PIPES, FITTINGS, COMPONENTS AND FIXTURES TO MEET SANS 10252-1 SECTION 5.
- INSTALL RODDING EYES WHERE REQUIRED AT SANS/SABS MAX DISTANCES, CHANGE OF DIRECTION OR FALL - INSTALLED IN A REINFORCED CONCRETE PAD AT LEAST 300MM DEEP EMBEDDED IN CONCRETE WITH A COVER TO PROTECT RODDING EYE CAP.
- IN COMPLIANCE WITH MUNICIPAL BY-LAWS + STANDARDS, SANS/SABS 0142 AND THE DEPARTMENTAL ELECTRICAL MINIMUM STANDARDS DOCUMENT- INSTALL WIRING VIA A BUILT IN KICKER PIPE TO KEYPAD, THEN VIA A DISTRIBUTION BOARD TO CEILING AND WALL MOUNTED LIGHTS, PLUGS AND LIGHT SWITCHES AS INDICATED ON PLAN.. BUILD PIPING INTO BLOCKS AND INSERT SWITCH / PLUG BOXES INTO DRILLED CAVITIES - NO CHASING IS ALLOWED INTO BLOCKWORK.

ENERGY EFFICIENCY CALCULATIONS

ALL WORK TO BE DONE IN ACCORDANCE WITH SANS 10400XA

GLAZING:

- NETT GROUND FLOOR AREA: 18.62m<sup>2</sup>
- 15% OF GROUND FLOOR= 2.79m<sup>2</sup> (ALLOWABLE MAX. FENESTRATION AREA)
- TOTAL GLAZING AREA: 2.38m<sup>2</sup>
- FENESTRATION AREA IS WITHIN ALLOWABLE 15%, THEREFORE IT COMPLIES WITH SANS 10400XA 4.4.3
- NETT FIRST FLOOR AREA: 17.5m<sup>2</sup>
- 15% OF FIRST FLOOR= 2.625m<sup>2</sup> (ALLOWABLE MAX. FENESTRATION AREA)
- TOTAL GLAZING AREA: 2.26m<sup>2</sup>
- FENESTRATION AREA IS WITHIN ALLOWABLE 15%, THEREFORE IT COMPLIES WITH SANS 10400XA 4.4.3

ROOF:

- ROOF CONSTRUCTION = 3.7 (UP)
- | MATERIAL                    | R-Value   |
|-----------------------------|-----------|
| OUTER SURFACE RESISTANCE    | 0.03      |
| AIR GAP                     | 0.15      |
| WIDEK 0.5 AZ275             | 0.00001   |
| 145mm ISOTHERM INSULATION   | 3.37      |
| 4mm NUTEC CEILING BOARD     | 0.021     |
| INDOOR AIR FILM (STILL AIR) | 0.11 (up) |
| TOTAL R-VALUE OF ROOF       | 3.68      |

WALLS:

- COMPLIES WITH SANS 10400-XA:2011, EXTERNAL WALLS 4.4.3.2 B; SINGLE LEAF MASONRY WALLS WITH A NOMINAL THICKNESS GREATER THAN OR EQUAL TO 140mm PLASTERED INTERNALLY AND RENDERED EXTERNALLY.

ZONE: SINGLE RESIDENTIAL ZONE 1

FLOOR FACTOR: 0.14

ERF AREA: 291.5m<sup>2</sup>

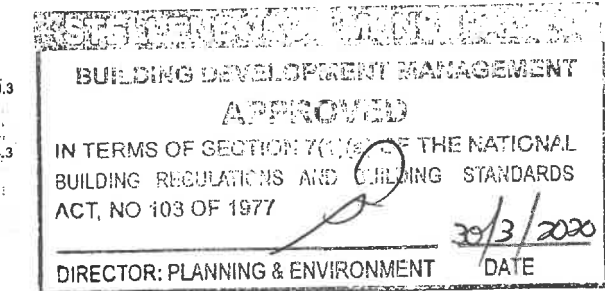
BULK AREA: 45.85 m<sup>2</sup>

GROUND FLOOR AREA :45.85 m<sup>2</sup>

PARKING: NONE FOR ERVEN LESS THAN 100m<sup>2</sup>

Building Lines; Common Boundary

for Formal Township: 0,0m for 60% and 1,00m for remainder



45.85sqm Duplex Semi's  
TYPE D1S

B P / 19 / 3616

Page 7-7

NOTE:

1. THIS DESIGN IS COPYRIGHT AND REMAINS THE PROPERTY OF THE ARCHITECT.
2. ALL WORK TO BE CARRIED OUT IN STRICT ACCORDANCE TO MUNICIPAL AND NATIONAL BUILDING REGULATIONS.
3. ALL RELEVANT DETAILS, LEVELS AND DIMENSIONS TO BE CHECKED ON SITE BEFORE COMMENCING WITH ANY WORK.
4. ALL DISCREPANCIES TO BE REPORTED TO THE ARCHITECT IMMEDIATELY. WORK TO PROCEED ONCE THE PROBLEM HAS BEEN RESOLVED.
5. DRAWING NOT TO BE SCALED.

REVISIONS

| REV. | DATE       | REVISION DETAILS   | BY |
|------|------------|--|----|
| 1    | 19/09/2019 | Removed concrete stair notes and added timber stair notes to the drawing.  | AG |
|      | 25/09/2019 | Added PVC roof membrane to notes and roof calculations.<br>Changed insulation from 175mm to 145mm isotherm.  | AG |
|      | 30/09/2019 | Removed wall mounted taps from notes.<br>Changed external door finish to 3 coats varnish.<br>Added external door frame finish- 1 coat universal undercoat + 2 coats enamel paint.<br>Changed internal door finish to 1 coat universal undercoat + 2 coats enamel.<br>Added internal door frame finish- 1 coat universal undercoat + 2 coats enamel paint.<br>Added air gap to roof calculations.<br>Changed outer surface resistances from 0,05 to 0,03 under roof calculations.<br>Changed indoor air from 0.09 to 0.11 under roof calculations.<br>Added movement joint note.<br>Added electrical harness note to ceiling notes. | AG |
| 2    | 16/10/2019 | Indicated concrete gully in the notes.<br>Indicated 40mm vent pipe in notes.   | AG |

5 cm ACTUAL

IF THE ABOVE DIMENSION DOES NOT MEASURE FIVE CENTIMETERS (5 cm) EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.



ACG ARCHITECTS & DEVELOPMENT PLANNERS

CAPE TOWN:

398 ALBERT ROAD

SALT RIVER CIRCLE

SALT RIVER

PO BOX 70 WOODSTOCK 7925

TEL.: +27 21 448 6615

FAX.: +27 21 448 6621

E-MAIL: [acg@acgarchitects.co.za](mailto:acg@acgarchitects.co.za)

FILE PATH:

J:\1870 Riviersonderend Housing\Drawings\04 Drawings OUT\JV Architect  
120181122\_Peter DWGs\20181031\_Riviersonderend\_eplan

CLIENT:

ASLA Devco

PROJECT:

IDA's VALLEY REM 11330

PROJECT NO.:

1921

DRAWING TITLE:

TYPE D1S- CATEGORY 1 BUILDING  
CONSTRUCTION NOTES / SPEC.

DRAWN:

PD/AG

CHECKED:

GC

DATE FIRST ISSUED:

10.12.2018

DRAWING STATUS:

FOR APPROVAL

DISCIPLINE:

A

DRAWING NUMBER:

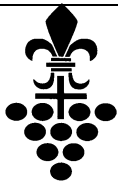
D1S-7

REVISION:

1



# **ANNEXURE D**



# MEMO

DIRECTORATE: INFRASTRUCTURE SERVICES  
DIREKTORAAT: INFRASTRUKTUURDIENSTE

**CIVIL ENGINEERING SERVICES**

---

**To ▫ Aan:** Director: Planning + Economic Development  
**Att Aandag** Nolusindiso Momoti  
**From ▫ Van:** Director: Infrastructure Services  
**Date ▫ Datum:** 16 February 2024  
**Our Ref ▫ Ons Verw:** Civil LU 2436  
**Your Ref:** LU/15064  
**Re ▫ Insake:** Farm 527/7, Stellenbosch: An application is made in terms of Section 15 (2)(a) of the Stellenbosch Municipality Land Use Planning By-law, 2015 for the Rezoning of Farm 527/7 Stellenbosch Farms from Agriculture and Rural Zone to Subdivisional area in order to allow for the following uses: a) 175 Conventional Residential Zone (Subsidy housing + Single residential housing) erven (± 23 615 m2) b) 71 Conventional Residential Zone (Gap Housing) erven (± 12 622 m2) c) 176 Multi unit Residential Zone (flats) (± 20 616 m2) d) 2 Public Open Space Zone erven (± 4 246 m2) e) 1 Community Zone erven (± 1 100 m2) f) 1 Transport facility Zone (Taxi rank) erven (± 516 m2) g) Public Roads and Parking Zone erven An application is made in terms of Section 15 (2)(d) of the Stellenbosch Municipality Land Use Planning By-law, 2015 for the Subdivision of Farm 527/7 Stellenbosch in accordance with the Subdivisional Plan.

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Details, specifications and information reflected in the following documents refer:

- Jamestown Development Framework Drawing No 1002169 Number 230228 Rev 2 by Zutari dated 15/12/2023;
- Engineering Services Report by Zutari dated 2023/11/03 (Rev 0);
- Traffic Impact Assessment by Zutari dated 2024/01/31 Rev 3 (received via e-mail 15 Feb 2024);
- GLS report on water and sewer capacity dated 11 July 2023;

These comments and conditions are based on the following proposed development parameters:

## PROPOSED REZONING AND SUBDIVISION OF FARM 527 PORTION 4

| PHASE   | NOTATION | ERF TYPE            | ZONING<br>(STB.<br>SCHEME) | NUMBER | AREA sqm | Erf Numbers |
|---|----------|---------------------|----------------------------|--------|----------|-------------|
| 2   |          | SINGLE RESIDENTIAL  | CONVENTIONAL RES.          | 167    | 25 020   | 1 – 167     |
|   |          | COMMUNITY           | COMMUNITY                  | 1      | 577      | 168         |
|   |          | PLAY SPACE          | PUB. OPEN SPACE            | 1      | 436      | 169         |
|   |          | TRANSPORT EMBAYMENT | TRANSPORT FACILITIES       | 1      | 1929     | 170         |
|   |          | PUBLIC STREET       | PUBLIC ROADS               | 1      | 37 439   | 171         |
| 3   |          | SINGLE RESIDENTIAL  | CONVENTIONAL RES.          | 107    | 19 271   | 172 – 279   |
|   |          | PLAY LOT            | PUB. OPEN SPACE            | 1      | 263      | 280         |
|   |          | PUBLIC STREET       | PUBLIC ROADS               | 1      | 14 630   | 281         |
| FIGURE ABCDEFGHI REPRESENTS FARM 527/4, STELLENBOSCH, IN<br>EXTENT 18,8073 HA, WHICH IS TO BE REZONED TO A SUBDIVISIONAL<br>AREA AND DEVELOPED AS INDICATED |          |                     |                            |        |          |             |

Any development beyond these parameters would require a further approval and/or a recalculation of the Development Charges from this Directorate.

This document consists of the following sections:

A. Definitions

B. Recommendation to decision making authority

C. Specific conditions of approval: These conditions must be complied with before clearance certificate, building plan or occupation certificate approval; whichever is applicable to the development in question.

D. General conditions of approval: These conditions must be adhered to during implementation of the development to ensure responsible development takes place. If there is a contradiction between the specific and general conditions, the specific conditions will prevail:

### A. Definitions

1. that the following words and expressions referred to in the development conditions, shall have the meanings hereby assigned to except where the context otherwise requires:

- (a) “*Municipality*” means the STELLENBOSCH MUNICIPALITY, a Local Authority, duly established in terms of section 9 of the Local Government Municipal Structures act, Act

## PROPOSED REZONING AND SUBDIVISION OF FARM 527 PORTION 4

117 of 1998 and Provincial Notice (489/200), establishment of the Stellenbosch Municipality (WC024) promulgated in Provincial Gazette no. 5590 of 22 September 2000, as amended by Provincial Notice 675/2000 promulgated in Provincial Gazette;

- (b) *“Developer”* means the developer and or applicant who applies for certain development rights by means of the above-mentioned land-use application and or his successor-in-title who wish to obtain development rights at any stage of the proposed development;
- (c) *“Engineer”* means an engineer employed by the *“Municipality”* or any person appointed by the *“Municipality”* from time to time, representing the Directorate: Infrastructure Services, to perform the duties envisaged in terms of this land-use approval;
- (d) Where it is stated that a condition must be complied with prior to “subdivision clearance” and where a subdivision is not applicable, that condition will then apply to the next applicable stage of development approval i.e. building plan approval;

|                                  |
|----------------------------------|
| <b>B. <u>Recommendation:</u></b> |
|----------------------------------|

- 2. **The development is recommended for approval, subject to the conditions as stated below.**

|  |
|--|
| <b>C. <u>Specific conditions of approval</u></b> |
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- 3. that all previous relevant conditions of approval to this development application remain valid and be complied with in full unless specifically replaced or removed by the *“Engineer”*;
- 4. **that the following conditions relating to the upgrades and arrangements for the effective provision of services are required to accommodate the development. No taking up of proposed rights including subdivision clearance / building plan approval / occupation certificates (whichever comes first) will be allowed until these conditions have been complied with;**
- 5. **Stellenbosch WWTW (Waste Water Treatment Works):** The proposed development falls within the catchment area of the existing Stellenbosch WWTW (Waste Water Treatment Works). There is sufficient capacity at the WWTW for the proposed development.
- 6. **Water:**

## PROPOSED REZONING AND SUBDIVISION OF FARM 527 PORTION 4

- a. There is insufficient capacity in the bulk water reticulation network to accommodate the proposed development. The following upgrades must be implemented before subdivision clearance (refer to **Annexure: Water**):
  - i. Master plan item SSW.B2 (new Jamestown Upper Reservoir) is required to augment reservoir storage capacity in the existing Jamestown reservoir water distribution zone.
  - ii. master plan items SSW.B1 & SSW.B5 are required to connect the existing 355 mm Ø bulk supply pipeline from the Paradyskloof no. 2 reservoir to the proposed new Jamestown Upper reservoir for sufficient bulk supply,
  - iii. master plan items SSW1.1, SSW1.2 & SSW1.11 are required to connect the new Jamestown Upper reservoir to the existing Jamestown water distribution network, and
  - iv. master plan item SSW1.10 is required to connect the existing reticulation network of the Jamestown PRV zone to the existing reticulation network of the Jamestown reservoir zone.

It should be noted that the new Jamestown Upper reservoir including bulk water & associated infrastructure construction tender under BSM 30/23 has started dated 14 November 2023 and the proposed completion date is scheduled for September 2024.

- b. Details of the internal network and link pipelines will be assessed during detail design stage. All erven must be connected to the water network before subdivision clearance.

### 7. Sewer:

- a. There is sufficient capacity in the bulk sewer reticulation network to accommodate the proposed development.
- b. Details of the internal network and link pipelines will be assessed during detail design stage. All erven must be connected to the sewer network before subdivision clearance.

## PROPOSED REZONING AND SUBDIVISION OF FARM 527 PORTION 4

### 8. Roads:

- a. There is insufficient capacity in the roads and NMT networks to accommodate the proposed development. The following upgrades must be implemented before subdivision clearance:

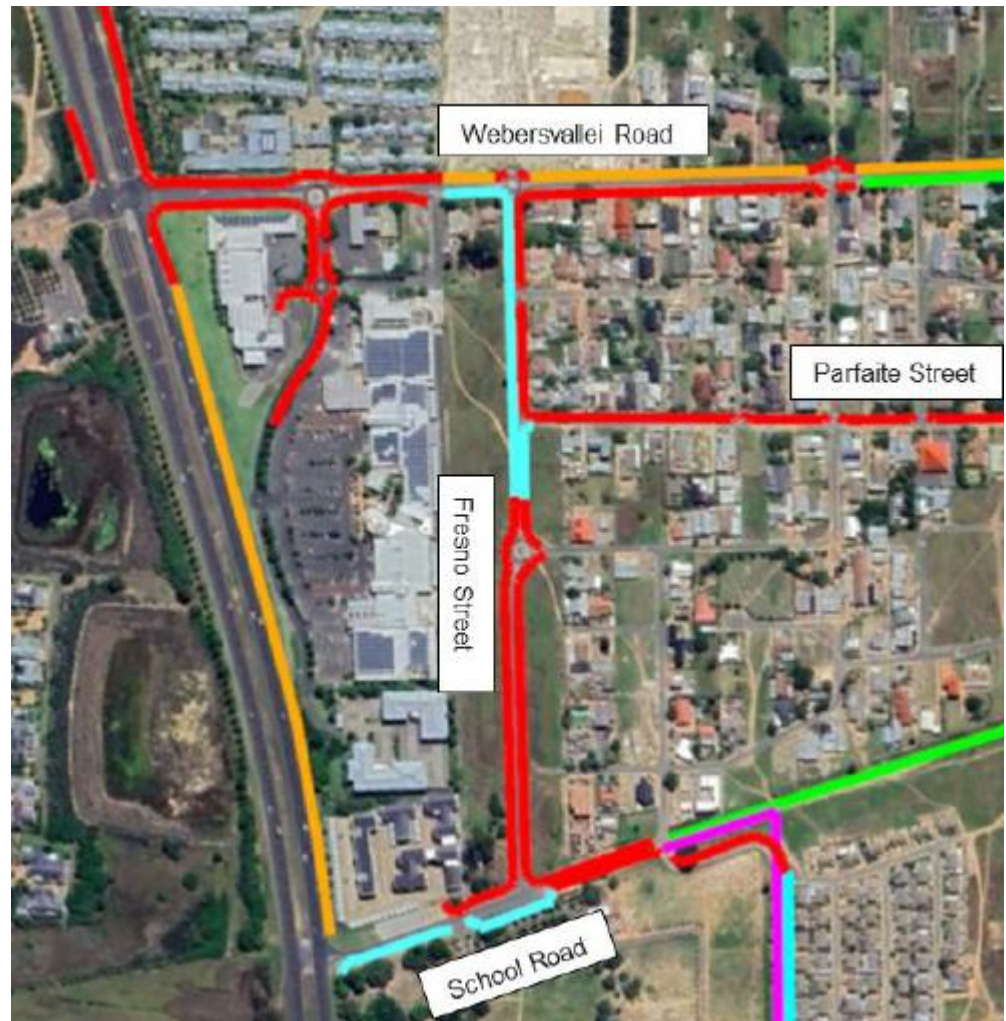
- i. The R44 / Webersvalley Road intersection must be upgraded. This intersection is currently in the process of being upgraded by private developments who also triggered its upgrade. Should the upgrade not be completed for whatever reason, this Phase 2/3 housing project must complete it before subdivision clearance can be issued. The proposed upgrades are indicated in the image below:



- ii. A continuous NMT link between the development and the R44/School Street and the R44 / Webersvallei intersection must be established. To achieve this, the gaps in the existing sidewalk network must be completed – these gaps are indicated in blue in the image below. These sidewalk sections must be completed before completion of the houses when the additional pedestrian traffic is generated.



## PROPOSED REZONING AND SUBDIVISION OF FARM 527 PORTION 4



- iii. For information to assist with future planning and budgeting: Please note that with the closure of School Street, Jamestown currently only as one access point. An additional access to Jamestown will be required before Phase 4 of this housing development can be implemented.

One of the following interventions is to be implemented by 2030 to address the future scenario:

- The additional lane both directions on the R44: The R44 cross section should have three lanes between Webersvallei Road and Techno Avenue on the northbound carriageway. On the southbound carriageway 3 through lanes should be provided between Techno Avenue and the R44 School Street intersection
- Alternative north south link eg. Pajero street (which will also alleviate traffic on R44)

## PROPOSED REZONING AND SUBDIVISION OF FARM 527 PORTION 4

- b. **The proposed development obtains access from a provincial road (R44) and must therefore be submitted to the District Roads Engineer for comment and conditions. Any conditions set by the District Roads Engineer will be applicable and must be complied with before subdivision clearance;**

### 9. **Stormwater Network:**

- a. Stormwater Management must be generally in accordance with Drawing No 1002169-0000-DRG-CC-101 Rev A by Zutari, dated 07/12/2023 (**Annexure SW**). More technical detail wrt the design of the system can be provided when engineering services drawings are submitted for approval. The proposed detention ponds must be designed in such a manner that it can have a multi-functional purpose, ie sports field / public recreational park.
- b. The consulting engineer, appointed by the “*Developer*”, analyses the existing stormwater systems and determine the expected stormwater run-off for the proposed development, for both the minor and the major storm event. Should the existing municipal stormwater system not be able to accommodate the expected stormwater run-off, the difference between the pre- and post-development stormwater run-off must be accommodated on site, or the existing system must be upgraded to the required capacity at the cost of the “*Developer*” and to the standards and satisfaction of the Directorate: Infrastructure Services. The aforementioned stormwater analysis is to be submitted concurrent with the detail services plans for approval;

### 10. **Solid Waste:**

- a. The Municipality will provide a solid waste removal service, unless agreed otherwise in writing the Solid Waste Department;
- b. For large spoil volumes from excavations, to be generated during the construction of this development, will not be accepted at the Stellenbosch landfill site. The Developer will have to indicate and provide evidence of safe re-use or proper disposal at an alternative, licensed facility. This evidence must be presented to the Manager: Solid Waste (021 808 8241; [clayton.hendricks@ Stellenbosch.gov.za](mailto:clayton.hendricks@ Stellenbosch.gov.za)), before building plan approval and before implementation of the development. Clean rubble can be utilized by the Municipality and will be accepted free of charge, providing it meets the required specification.

## PROPOSED REZONING AND SUBDIVISION OF FARM 527 PORTION 4

### Internal- and Link Services

11. that all link services, internal services and erf connections must be complete and commissioned by the “*Developer*”, at his/her cost, prior to subdivision clearance;
12. that any alterations to existing services necessitated by the new development will be for the Developer’s cost;

### Ownership and Responsibility of services

13. that it be noted that the roads are reflected as **public** roads. Therefor all internal services on the said erf will be regarded as public services and will be maintained by the “*Municipality*”;

### Development Charges (DCs)

14. that the “*Developer*” hereby acknowledges that Development Charges are payable towards the following bulk civil services: water, sewerage, roads, stormwater, solid waste and community facilities as per Council’s Policy and approved tariffs;
15. that the “*Developer*” hereby acknowledges that the development charges as determined by the “*Municipality*” and or the applicable scheme tariffs will be paid by the “*Developer*” towards the provision of bulk municipal civil services in accordance with the relevant legislation and as determined by Council’s Policy, should this land-use application be approved;
16. that the “*Developer*” accepts that the Development Charges will be subject to annual adjustment up to date of payment. The amount payable will therefore be the amount as calculated according to the approved tariff structure and according to the DCs Policy principles at the time that payment is made;
17. that the “*Developer*” may enter into an engineering services agreement with the “*Municipality*” to install or upgrade bulk municipal services at an agreed cost, to be off-set against Development Charges payable in respect of bulk civil engineering services;
18. that the Development Charges levy be paid by the “*Developer*” per phase –
  - prior to the approval of subdivision clearance;
  - prior to the approval of any building- plans (where subdivision clearance is not applicable);
19. that the development shall be substantially in conformance with the Site Development Plan submitted in terms of this application. Any amendments and/or additions to the Site

#### PROPOSED REZONING AND SUBDIVISION OF FARM 527 PORTION 4

Development Plan, once approved, which might lead to an increase in the number of units, or which might lead to an increase in the Gross Leasable Area i.e. a GLA, will result in the recalculation of the Development Charges;

20. Bulk infrastructure Development Charges and repayments are subject to VAT and are further subject to the provisions and rates contained in the Act on Value Added Tax of 1991 (Act 89 of 1991) as amended;
21. The Municipality may approach the Developer at any stage, before completion of the Development, to implement any infrastructure / community facilities, in lieu of DCs payable, should the need for such infrastructure / facilities be identified;

#### **Damage to municipal infrastructure and assets**

22. that the “Developer” will be held liable for any damage to municipal infrastructure, caused as a direct result of the development of the subject property. The “Developer” will therefore be required to carry out the necessary rehabilitation work, at his/her cost, to the standards of the Directorate: Infrastructure Services, prior to any clearance (or occupation certificate where clearance is not applicable) being given;

|  |
|--|
| <p><b>D. General conditions of approval: The following general development conditions are applicable. If there is a contradiction between the specific and general development conditions, the specific conditions will prevail:</b></p> |
|--|

23. that should the “Developer” not take up his rights for whatever reason within **two years** from the date of this memo, a revised Engineering report addressing services capacities and reflecting infrastructure amendments during the two year period, must be submitted to the Directorate: Infrastructure Services by the “Developer” for further comment and conditions. Should this revised Engineering report confirm that available services capacities are not sufficient to accommodate this development, then the implementation of the development must be re-planned around the availability of bulk services or the necessary upgrades must be done, as any clearances for the development will not be supported by the Directorate: Infrastructure Services for this development if bulk services are not available;
24. that the “Developer” indemnifies and keep the “Municipality” indemnified against all actions, proceedings, costs, damages, expenses, claims and demands (including claims pertaining to consequential damages by third parties and whether as a result of the damage to or interruption of or interference with the municipalities’ services or apparatus or otherwise)

#### PROPOSED REZONING AND SUBDIVISION OF FARM 527 PORTION 4

arising out of the establishment of the development, the provision of services to the development or the use of servitude areas or municipal property, for a period that shall commence on the date that the installation of services to the development are commenced with and shall expire after completion of the maintenance period.

25. that the “*Developer*” must ensure that he / she has an acceptable public liability insurance policy in place;
26. that, if applicable, the “*Developer*” approach the Provincial Administration: Western Cape (District Roads Engineer) for their input and that the conditions as set by the Provincial Administration: Western Cape be adhered to before subdivision clearance;
27. that the “*Developer*” informs the project team for the proposed development (i.e. engineers, architects, etc.) of all the relevant conditions contained in this approval;
28. that the General Conditions of Contract for Construction Works (GCC) applicable to all civil engineering services construction work related to this development, will be the SAICE 3<sup>rd</sup> Edition 2015 – as revised;
29. that the “*Developer*” takes cognizance and accepts the following:
  - a.) that no construction of any civil engineering services may commence before approval of internal – and external civil engineering services drawings;
  - b.) that no approval of internal – and external civil engineering services drawings will be given before land-use and/or SDP approval is obtained;
  - c.) that no approval of internal – and external civil engineering services drawings will be given before the “*Developer*” obtains the written approval of all affected owners where the route of a proposed service crosses the property of a third party;
  - d.) that no building plans will be recommended for approval by the Directorate: Infrastructure Services before land-use and or SDP approval is obtained;
  - e.) that no building plans will be recommended for approval by the Directorate: Infrastructure Services before the approval of internal – and external civil engineering services drawings;
  - f.) that no building plans will be recommended for approval by the Directorate: Infrastructure Services before a subdivision clearance is issued;

#### **PROPOSED REZONING AND SUBDIVISION OF FARM 527 PORTION 4**

30. that it is recognized that the normal Site Development Plan, submitted as part of the land-use application, is compiled during a very early stage of the development and will lack engineering detail that may result in a later change of the Site Development Plan. Any later changes will be to the cost of the "Developer";
31. that even if a Site Development Plan is approved by this letter of approval, a further fully detailed site plan be submitted for approval prior to the approval of engineering services plans and or building- and/or services plans to allow for the setting of requirements, specifications and conditions related to civil engineering services. Such Plan is to be substantially in accordance with the approved application and or subdivision plan and or precinct plan and or site plan, etc. and is to include a layout plan showing the position of all roads, road reserve widths, sidewalks, parking areas with dimensions, loading areas, access points, stacking distances at gates, refuse removal arrangements, allocation of uses, position and orientation of all buildings, the allocation of public and private open spaces, building development parameters, the required number of parking bays, stormwater detention facilities, connection points to municipal water- and sewer services, updated land-use diagram and possible servitudes;
32. that if the fully detailed Site Development Plan, as mentioned in the above item, contradicts the approved Site Development Plan, the "Developer" will be responsible for the amendment thereof and any costs associated therewith;
33. that an amended Site Development Plan be submitted for approval prior to the approval of building plans for new buildings not indicated on the Site Development Plan applicable to this application and or changes to existing buildings or re-development thereof;

#### **Internal- and Link Services**

34. that the "*Developer*", at his/her cost, construct the internal (on-site) civil engineering services for the development, as well as any link (service between internal and available bulk municipal service) municipal services that need to be provided;
35. that the Directorate: Infrastructure Services may require the "*Developer*" to construct internal municipal services and/or link services to a higher capacity than warranted by the project, for purposes of allowing other existing or future developments to also utilise such services. The costs of providing services to a higher capacity could be offset against the Development



#### PROPOSED REZONING AND SUBDIVISION OF FARM 527 PORTION 4

Charges payable in respect of bulk civil engineering services if approved by the Directorate: Infrastructure Services;

36. that the detailed design and location of access points, circulation, parking, loading - and pedestrian facilities, etc., shall be generally in accordance with the approved Site Development Plan and / or Subdivision Plan applicable to this application;
37. that plans of all the internal civil services and such municipal link services as required by the Directorate: Infrastructure Services be prepared and signed by a Registered Engineering Professional before being submitted to the aforementioned Directorate for approval;
38. that construction of services may only commence after municipal approval has been obtained;
39. that the construction of all civil engineering infrastructure shall be done by a registered civil engineering services construction company approved by the “*Engineer*”;
40. that the “*Developer*” ensures that his/her design engineer is aware of the Stellenbosch Municipality Design Guidelines & Minimum Standards for Civil Engineering Services (as amended) and that the design and construction/alteration of all civil engineering infrastructure shall be generally in accordance with this document, unless otherwise agreed with the “*Engineer*”. The said document is available in electronic format on request;
41. that a suitably qualified professional resident engineer be appointed to supervise the construction of all internal – and external services;
42. that all the internal civil services (water, sewer, roads and stormwater), be indicated on the necessary building plans for approval by the Directorate: Infrastructure Services;
43. that prior to the issuing of the Certificate of Practical Completion, in terms of GCC 2015 Clause 5.14.1, all internal - and link services be inspected for approval by the “*Engineer*” on request by the “*Developer’s*” Consulting Engineer;
44. that a Certificate of Practical Completion, in terms of GCC 2015 Clause 5.14.1 be issued before subdivision clearance will be issued;
45. that subdivision clearance will only be issued if the bulk watermeter is installed, a municipal account for the said meter is activated and the consumer deposit has been paid;

#### PROPOSED REZONING AND SUBDIVISION OF FARM 527 PORTION 4

46. that a complete set of test results of all internal – and external services (i.e. pressure tests on water - and sewer pipelines as well as densities on road structure and all relevant tests on asphalt), approved and verified by a professional registered engineer be submitted to the “*Engineer*” on request;
47. that the “*Developer*” shall adhere to the specifications of Telkom (SA) and or any other telecommunications service provider;
48. that the “*Developer*” shall be responsible for the cost for any surveying and registration of servitudes regarding services on the property;
49. that the “*Developer*” be liable for all damages caused to existing civil and electrical services of the “*Municipality*” relevant to this development. It is the responsibility of the contractor and/or sub-contractor of the “*Developer*” to determine the location of existing civil and electrical services;
50. that all connections to the existing services be made by the “*Developer*” under direct supervision of the “*Engineer*” or as otherwise agreed and all cost will be for the account of the “*Developer*”.
51. that the developer takes cognizance of applicable tariffs by Council in respect of availability of services and minimum tariffs payable;

#### **Servitudes**

52. that the “*Developer*” ensures that all main services including roads to be taken over by the Directorate: Infrastructure Services, all existing municipal – and or private services including roads, crossing private - and or other institutional property and any other services/roads crossing future private land/erven are protected by a registered servitude before subdivision clearance will be given;
53. The width of the registered servitude must be a minimum of 3 m or twice the depth of the pipe (measured to invert of pipe), whichever is the highest value. The “*Developer*” will be responsible for the registration of the required servitude(s), as well as the cost thereof;
54. that the “*Developer*” obtains the written approval of all affected owners where the route of a proposed service crosses the property of a third party before final approval of engineering drawings be obtained.

## PROPOSED REZONING AND SUBDIVISION OF FARM 527 PORTION 4

### **Stormwater Management**

55. Taking into account the recent water crisis, and associated increase in borehole usage, it is important that the groundwater be recharged as much as possible. One way of achieving the above is to consider using Sustainable Drainage Systems (SuDS) approach wrt SW management. From Red Book: "SuDS constitute an approach towards managing stormwater runoff that aims to reduce downstream flooding, allow infiltration into the ground, minimise pollution, improve the quality of stormwater, reduce pollution in water bodies, and enhance biodiversity. Rather than merely collecting and discarding stormwater through a system of pipes and culverts, this approach recognises that stormwater could be a resource." The Developer is encouraged to implement SuDS principles that are practical and easily implementable. Details of such systems can be discussed and agreed with the Municipality and must be indicated on the engineering drawings.
56. that the geometric design of the roads and/or parking areas ensure that no trapped low-points are created with regard to stormwater management. All stormwater to be routed to the nearest formalized municipal system;
57. that overland stormwater escape routes be provided in the cadastral layout at all low points in the road layout, or that the vertical alignment of the road design be adjusted in order for the roads to function as overland stormwater escape routes. If this necessitates an amendment of the cadastral layout, it must be done by the "*Developer*", at his/her cost, to the standards of the Directorate: Infrastructure Services;
58. that the design engineer needs to apply his/her mind to ensure a design that will promote a sustainable urban drainage system which will reduce the impacts of stormwater on receiving aquatic environments;
59. that no disturbance to the river channel or banks be made without the prior approval in accordance with the requirements of the National Water Act;
60. that the consulting engineer, appointed by the "*Developer*", analyses the existing stormwater systems and determine the expected stormwater run-off for the proposed development, for both the minor and the major storm event. Should the existing municipal stormwater system not be able to accommodate the expected stormwater run-off, the difference between the pre- and post-development stormwater run-off must be accommodated on site, or the existing system must be upgraded to the required capacity at the cost of the "*Developer*" and to the

## PROPOSED REZONING AND SUBDIVISION OF FARM 527 PORTION 4

standards and satisfaction of the Directorate: Infrastructure Services. The aforementioned stormwater analysis is to be submitted concurrent with the detail services plans;

61. that for larger developments, industrial developments or developments near water courses a stormwater management plan for the proposed development area, for both the minor and major storm events, be compiled and submitted for approval to the Directorate: Infrastructure Services.
62. that the approved management plan be implemented by the "*Developer*", at his/her cost, to the standards of the Directorate: Infrastructure Services. The management plan, which is to include an attenuation facility, is to be submitted concurrent with the detail services plans;
63. that in the case of a sectional title development, the internal stormwater layout be indicated on the necessary building plans to be submitted for approval.
64. that no overland discharge of stormwater will be allowed into a public road for erven with catchment areas of more than 1500m<sup>2</sup> and for which it is agreed that no detention facilities are required. The "*Developer*" needs to connect to the nearest piped municipal stormwater system with a stormwater erf connection which may not exceed a diameter of 300mm.

### **Roads**

65. that, where applicable, the application must be submitted to the District Roads Engineer for comment and conditions. Any conditions set by the District Roads Engineer will be applicable;
66. that no access control will be allowed in public roads;
67. that the layout must make provision for all deliveries to take place on-site. Movement of delivery vehicles may not have a negative impact on vehicular – and pedestrian movement on public roads and or public sidewalks;
68. The design and lay-out of the development must be such that emergency vehicles can easily drive through and turn around where necessary;
69. that, prior to commencement of any demolition / construction work, a traffic accommodation plan for the surrounding roads must be submitted to the Directorate: Infrastructure Services for

## PROPOSED REZONING AND SUBDIVISION OF FARM 527 PORTION 4

approval, and that the approved plan be implemented by the “*Developer*”, at his/her cost, to the standards of the Directorate: Infrastructure Services;

70. that visibility splays shall be provided and maintained on each side of the new access in accordance with the standard specifications as specified in the Red Book with regard to sight triangles at intersections;
71. that each erf has its own access (drive-way), (*the new access(es) (dropped kerb(s)) to the proposed parking bays be*) constructed to standards as set out by the the Directorate: Infrastructure Services and in line with the Road Access Guideline;
72. that the access road to the existing facility be kept in an acceptable condition, i.e. maintained to a standard which will result in a comfortable ride for a standard passenger vehicle and to a standard which will not endanger the lives or property of road users;
73. that the parking area be provided with a permanent surface and be clearly demarcated and accessible. Plans of the parking layout, pavement layerworks and stormwater drainage are to be approved by the Directorate: Infrastructure Services before commencement of construction and that the construction of the parking area be to the standards of the Directorate: Infrastructure Services;
74. that no parking be allowed in the road reserve;

### **Wayleaves**

75. that way-leaves / work permits be obtained from the Directorate: Infrastructure Services prior to any excavation / construction work on municipal land or within 3,0m from municipal services located on private property;
76. that wayleaves will only be issued after approval of relevant engineering design drawings;
77. that it is the Developer’s responsibility to obtain wayleaves from any other authorities/service provider’s who’s services may be affected.

### **AS-BUILTs**

78. The “*Developer*” shall provide the “*Municipality*” with:
  - a. a complete set of as-built paper plans, signed by a professional registered engineer;

#### PROPOSED REZONING AND SUBDIVISION OF FARM 527 PORTION 4

- b. a CD/DVD containing the signed as-built plans in an electronic DXF-file format, reflecting compatible layers and formats as will be requested by the “*Engineer*” and is reflected herewith as Annexure X;
  - c. a completed Asset Verification Sheet in Excell format, reflecting the componitization of municipal services installed as part of the development. The Asset Verification Sheet will have to be according to the IMQS format, as to be supplied by the “*Engineer*”, and is to be verified as correct by a professional registered engineer;
  - d. a complete set of test results of all internal – and external services (i.e. pressure tests on water - and sewer pipelines as well as densities on road structure and all relevant tests on asphalt), approved and verified by a professional registered engineer;
  - e. Written verification by the developer’s consulting engineer that all professional fees in respect of the planning, design and supervision of any services to be taken over by the “*Municipality*” are fully paid;
79. All relevant as-built detail, as reflected in the item above, of civil engineering services constructed for the development, must be submitted to the “*Engineer*” and approved by the “*Engineer*” before any application for Certificate of Clearance will be supported by the “*Engineer*”;
80. The Consulting Civil Engineer of the “*Developer*” shall certify that the location and position of the installed services are in accordance with the plans submitted for each of the services detailed below;
81. All As-built drawings are to be signed by a professional engineer who represents the consulting engineering company responsible for the design and or site supervision of civil engineering services;
82. Section 28 Certification in terms of the Stellenbosch Municipal Land Use Planning By-law shall not be issued unless said services have been inspected by the “*Engineer*” and written clearance given, by the “*Engineer*”;

#### **Subdivision clearance in terms of the Stellenbosch Municipal Land Use Planning By-law**



## PROPOSED REZONING AND SUBDIVISION OF FARM 527 PORTION 4

83. It is specifically agreed that the “*Developer*” undertakes to comply with all conditions of approval as laid down by the “*Municipality*” before clearance certificates shall be issued, unless otherwise agreed herein;
84. that the “*Municipality*” reserves the right to withhold any clearance certificate until such time as the “*Developer*” has complied with conditions set out in this document with which he/she is in default. Any failure to pay monies payable in terms of these conditions within 30 (thirty) days after an account has been rendered shall be regarded as a breach of these conditions and the “*Municipality*” reserves the right to withhold any clearance certificate until such time as the amount owing has been paid;
85. that clearance will only be given per phase and the onus is on the “*Developer*” to phase his development accordingly;
86. **The onus will be on the “Developer” and or his professional team to ensure that all land-use conditions have been complied with before submitting an application for a subdivision clearance certificate. Verifying documentation (proof of payment in respect of Development Charges, services installation, etc.) must be submitted as part of the application before an application will be accepted by this Directorate;**
87. that any application for Certificate of Clearance will only be supported by the “*Engineer*” once all relevant as-built detail, as reflected in the item “AS-BUILT’s” of this document, is submitted to the “*Engineer*” and approved by the “*Engineer*”.

### **Avoidance of waste, nuisance and risk**

88. Where in the opinion of the “*Municipality*” a nuisance, health or other risk to the public is caused due to construction activities and/or a lack of maintenance of any service, the “*Municipality*” may give the “*Developer*” and or OWNER’S ASSOCIATION written notice to remedy the defect failing which the “*Municipality*” may carry out the work itself or have it carried out, at the cost of the “*Developer*” and or OWNER’S ASSOCIATION.

### **Streetlighting**

89. The “*Developer*” will be responsible for the design and construction at his own expense of all internal street lighting services and street lighting on link roads leading to his development (excluding Class 1, 2 and 3 Roads) according to specifications determined by the municipality’s Manager: Electrical Services and under the supervision of the consulting engineer, appointed by the “*Developer*”;

## **PROPOSED REZONING AND SUBDIVISION OF FARM 527 PORTION 4**

90. Prior to commencing with the design of street lighting services, the consulting electrical engineer, as appointed by the “*Developer*” must acquaint himself with, and clarify with the municipality’s Manager: Electrical Engineering, the standards of materials and design requirements to be complied with and possible cost of connections to existing services;
91. The final design of the complete internal street lighting network of the development must be submitted by the consulting electrical engineer, as appointed by the “*Developer*”, to the municipality’s Manager: Electrical Engineering for approval before any construction work commences;
92. Any defect with the street lighting services constructed by the “*Developer*” which may occur during the defects liability period of 12 (TWELVE) months and which occurs as a result of defective workmanship and/or materials must be rectified immediately / on the same day the defect was brought to the attention of the consulting electrical engineer, appointed by the “*Developer*”. Should the necessary repair work not be done within the said time the “*Municipality*” reserves the right to carry out the repair work at the cost of the “*Developer*”;
93. The maintenance and servicing of all private internal street lighting shall be the responsibility and to the cost of the “*Developer*” and or Home Owner’s Association.

**Tyrone King Pr Tech Eng**  
**Manager: Development (Infrastructure Services)**

**Shane Chandaka**  
**Director: Infrastructure Services**

**Geographic Information System (GIS) data capturing standards**

In drawing up the As-build Plans relating to this development, the consultant must create the following separate layers in ESRI .shp, electronic file format in order for the data to reflect spatially correct.

| Layer name            | Content   |
|-----------------------|---|
| TITLE                 | Title information, including any endorsements and references  |
| NOTES                 | All noted information, both from the owner / surveyor and SG  |
| PARENT_PROPLINES      | Parent property lines   |
| PARENT_PROPNUM        | Parent erf number (or portion number)   |
| PROPLINES             | New portion boundaries  |
| PROPANNO              | New erf numbers   |
| SERVLINES             | Servitude polygons  |
| SERVANNO              | Servitude type  |
| STREET_NAMES          | Road centre lines with street names   |
| STREET_NUMBERS        | Points with street numbers  |
| COMPLEX<br>BOUNDARIES | Where applicable, polygon with complex name (mention whether gated or not and if so, where gates are) |
| SUBURB                | Polygon with suburb name, where new suburb / township extension created                               |
| ESTATE                | Where applicable, polygon with estate name (mention whether gated or not and if so, where gates are)  |

When data is provided in a .shp format it is mandatory that the .shx, .dbf, files should accompany the shapefile. The prj file containing the projection information must also accompany the shapefile.

It is important that different geographical elements for the GIS capture process remains separate. That means that political boundaries like wards or suburbs be kept separate from something like rivers. The same applies for engineering data types like water lines, sewer lines, electricity etc. that it is kept separate from one another. When new properties are added as part of a development, a list of erf numbers with its associated SG numbers must be provided in an electronic format like .txt, .xls or .csv format.

For road layer shapefiles; the road name, the from\_street and to\_street where applicable as well as the start and end street numbers needs to be included as part of the attributes. A rotation field needs to be added to give the street name the correct angle on the map.

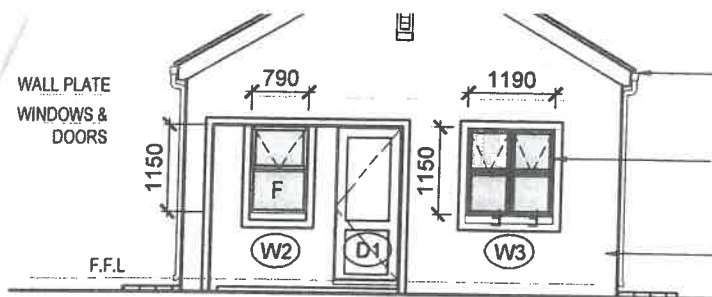
In addition to being geo-referenced and in WGS 1984 Geographic Coordinate System, the drawing must be completed using real world coordinates based on the Stellenbosch

## **PROPOSED REZONING AND SUBDIVISION OF FARM 527 PORTION 4**

Municipality standard as follows:

- Datum : Hartebeeshoek WGS 84
- Projection : Transverse Mercator
- Central Longitude/Meridian 19
- False easting : 0.00000000
- False northing : 0.00000000
- Central meridian : 19.00000000
- Scale factor : 1.00000000
- Origin latitude : 0.00000000
- Linear unit : Meter

# **ANNEXURE E**

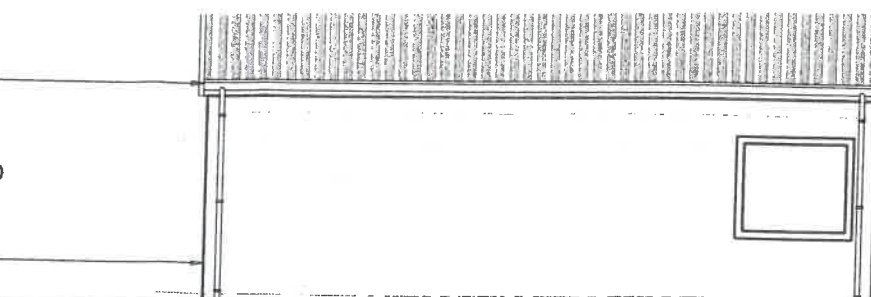


**SOUTH ELEVATION**  
SCALE 1:100

SEAMLESS ALUMINUM GUTTER WITH 80mm ØPVC DOWN PIPES TO MATCH WALL COLOUR.

WINDOWS- SWARTLAND KENZO ALUMINIUM BLOCK SAVER RANGE WITH FACTORY FITTED BURGLAR BARS - CHARCOAL COLOUR.

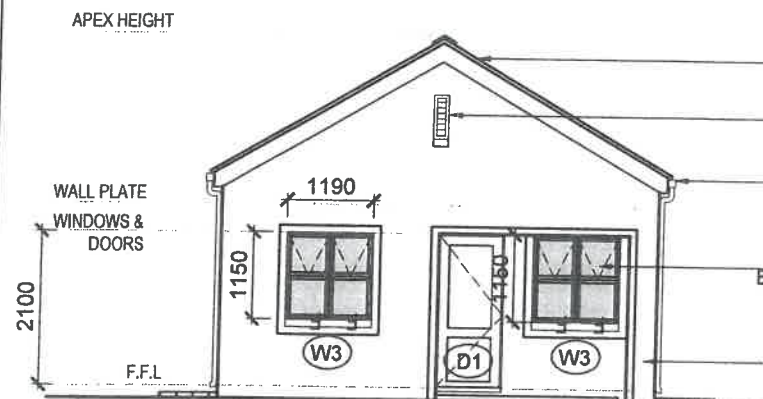
PLASTERED & PAINTED- COLOUR SPEC BY DEVELOPER



**WEST ELEVATION**  
SCALE 1:100

WALL PLATE  
WINDOWS &  
DOORS

F.F.L.



**NORTH ELEVATION**  
SCALE 1:100

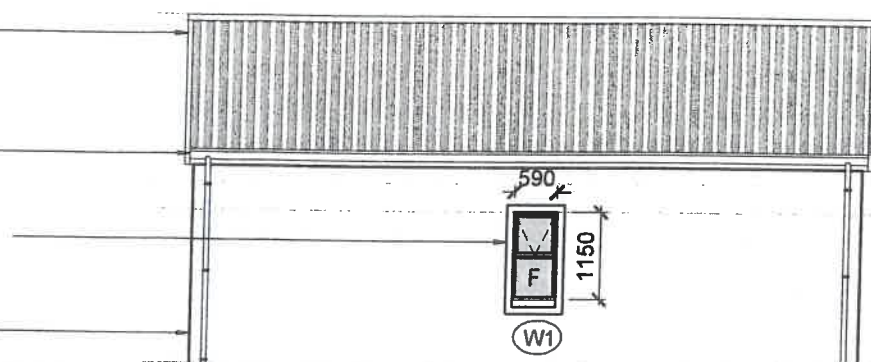
CHARCOAL COLOUR WIDEDEK AZ 150 / 0.5 METAL ROOF SHEETING @ 30°

PREFAB WALL VENT

SEAMLESS ALUMINUM GUTTER WITH 80mm ØPVC DOWN PIPES TO MATCH WALL COLOUR.

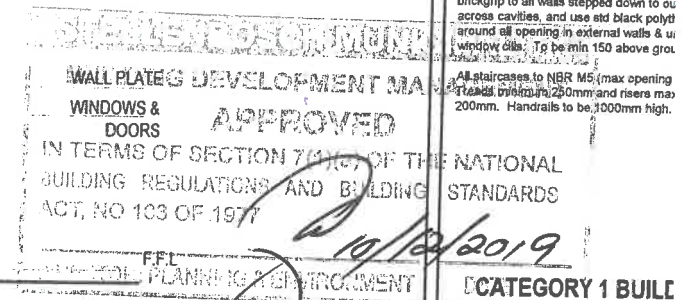
WINDOWS- SWARTLAND KENZO ALUMINIUM BLOCK SAVER RANGE WITH FACTORY FITTED BURGLAR BARS - CHARCOAL COLOUR.

PLASTERED & PAINTED- COLOUR SPEC BY DEVELOPER



**EAST ELEVATION**  
SCALE 1:100

APEX HEIGHT



#### ROOF CONSTRUCTION

Charcoal colour Widedek AZ 150 / 0.5 METAL ROOF SHEETING @ 30° complete on 76x50mm SAP Treated Timber purlins @ Max. 1000mm c/c on single sided Radershield fixed to 150x38mm S.A.P trusses @ 1000mm c/c or as per Engineer.

#### CEILINGS

6.5mm Gypsum Boards skimmed and painted to be fixed to underside of 38x38mm bracing at 400mm centres fixed to underside of 150x38mm SAP Trusses. Ceiling heights to be 2400mm a.f.f.l in accordance with wallplate. 100mm Cellulose fibre pellets from Eco Insulation R-Value 2.5 to all ceilings.

#### GUTTERS & DOWNPIPES

110x75mm Seamless charcoal aluminum powder coated gutters with 75mm PVC down pipes colour to match wall colour, positions as indicated on drawings. Gutters to be fitted by Specialist and discharged into Storm water system

#### PRECAST LINTELS

Precast U-blocks where required to be built in over openings as per Structural Engineer drawings. Brickwork is to be built in for at least four courses over U-blocks or as per Structural Engineer.

#### BRICKPAVING

Tan colour cement bond pavers 200x100x50mm on sand fill in 600mm wide Herringbone Brick pattern apron in areas indicated on Drawings. 500x500mm Concrete blocks 'stepping stones' to path leading up to front door to be supplied by Developer - placement as per drawings.

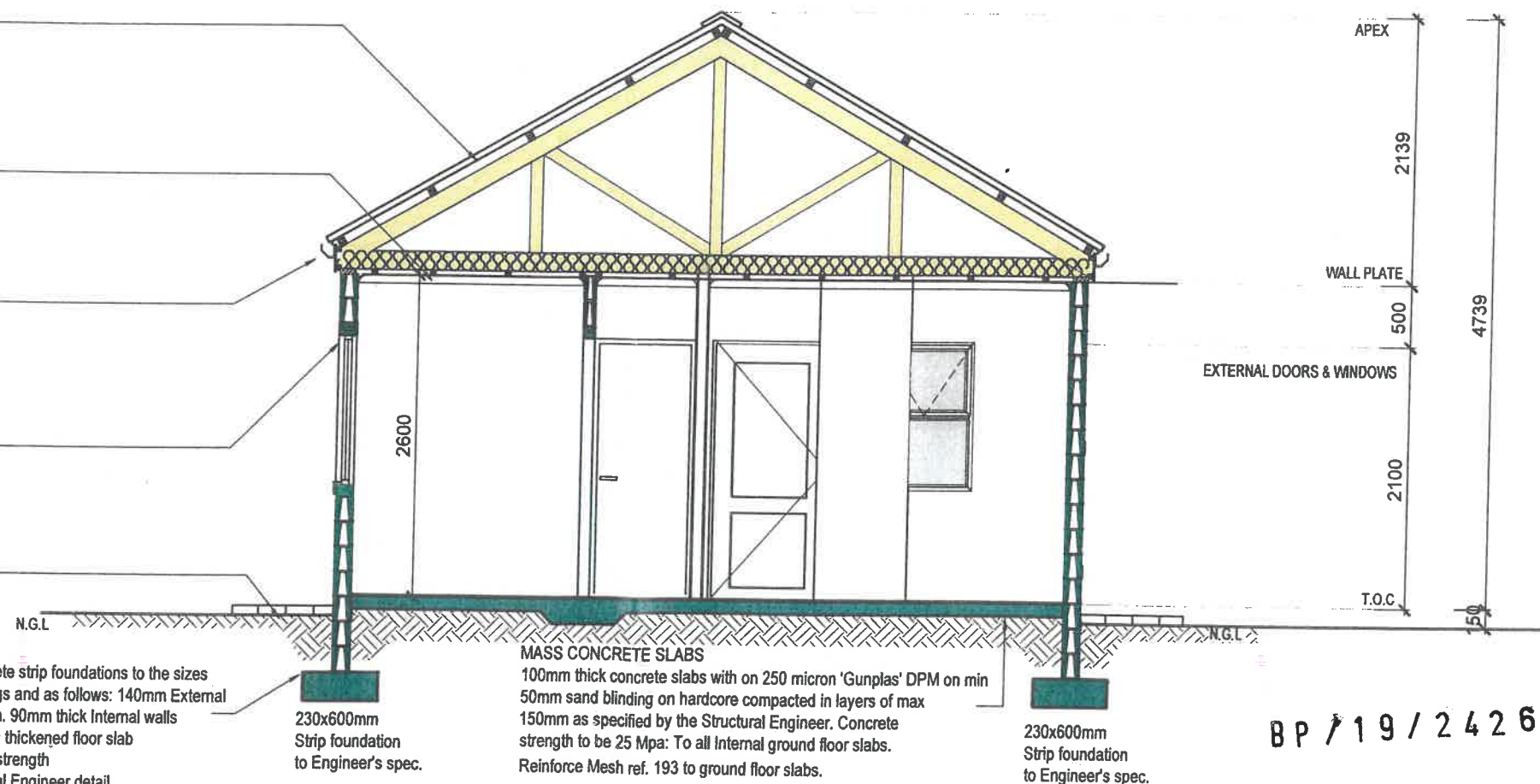
#### FOUNDATIONS

Cast mass concrete strip foundations to the sizes shown on drawings and as follows: 140mm External walls 230x600mm. 90mm thick Internal walls 150x450mm or on thickened floor slab 25Mpa Concrete strength Refer to Structural Engineer detail.

#### MASS CONCRETE SLABS

100mm thick concrete slabs with on 250 micron 'Gunplas' DPM on min 50mm sand blinding on hardcore compacted in layers of max 150mm as specified by the Structural Engineer. Concrete strength to be 25 Mpa: To all Internal ground floor slabs. Reinforce Mesh ref. 193 to ground floor slabs.

**SECTION A-A**  
SCALE 1:50



BP / 19 / 2426

Written dimensions to be referred to - to be scaled.

Larger scale drawings to supercede drawings.

All queries to be directed to the architect.

All work done in acc with SANS 1040C

Timber work acc to Sabs 082/1988.

Timber grade V4.

All windows as per Window Schedule. All windows to have a light area of 10% area and not less than 5% ventilation c

Glazing to doors and windows in excess less than 300mm above finished floor i safety glazed in acc with Building Reg.

U-Block lintels over all openings less th per Structural Engineer drawings.

All structural timber built into walls are i covered with Dpc.

Sabs approved flashing where roof proi existing wall - all to manufacturer's spe

Roof truss to be tied down with hoop i anchored in cores of blocks or as per S Engineer.

Damp proof membrane to be black poly brickrip to all walls stepped down to u across cavities, and use no black polyt around all opening in external walls & u window etc. To be min 150 above grou

All staircases to NBR M5 (max opening 1000mm and 250mm and risers max 200mm. Handrails to be 1000mm high.

#### CATEGORY 1 BUILD

AREAS:  
SITE AREA:  
FLOOR AREA:  
COVERED STOEPS:  
COVERAGE: 54m² c

**JORDAAN ARCHITECT**  
SACAP REG NO 7662

27 ARLINGTON CRESCENT HELDERBERG  
SOMERSET WEST 7130

TEL 021 855 1499  
FAX 021 855 5447  
CELL 082 773 9435  
E-MAIL info@jordanarchitects.

ASLA DEVCO

ERF 17109  
HILLSIDE VILLAGE  
IDAS VALLEYMEERHOF ESTATI  
STELLENBOSCH  
7599

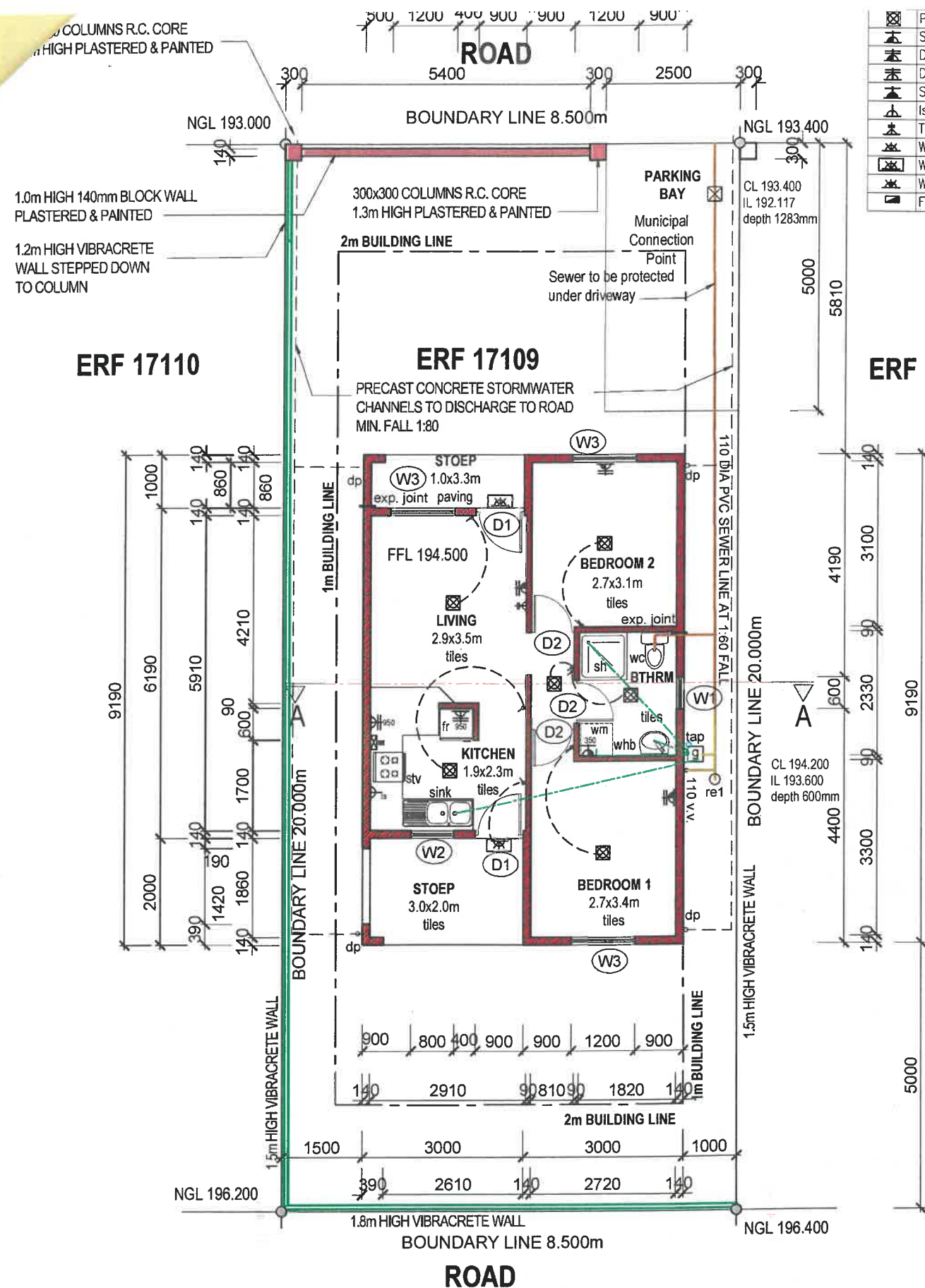
#### SECTION A-A AND ELEVATI

18-12-17109

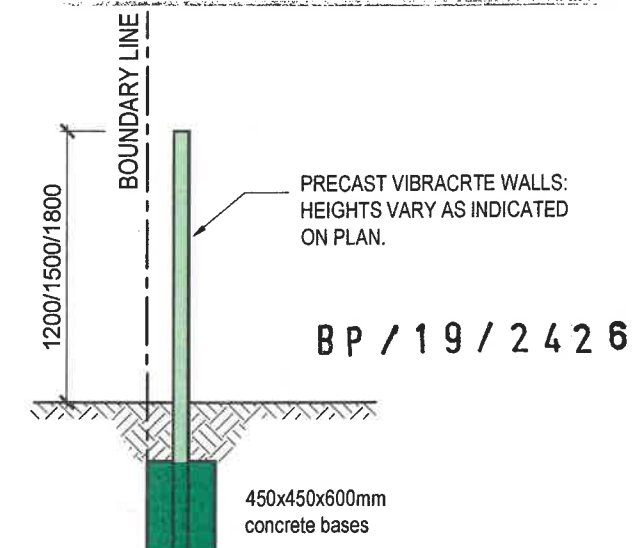
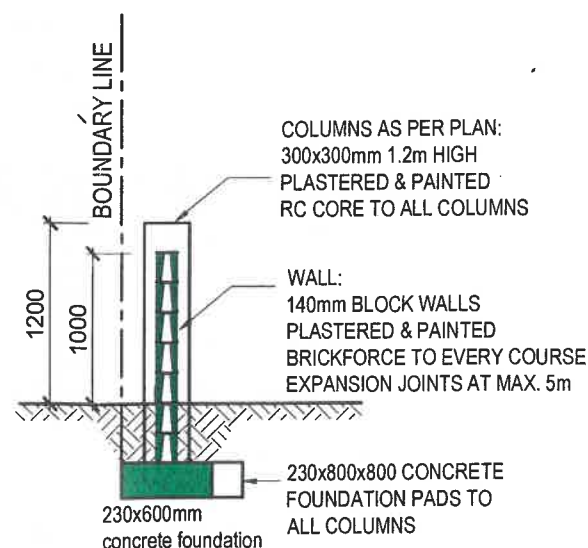
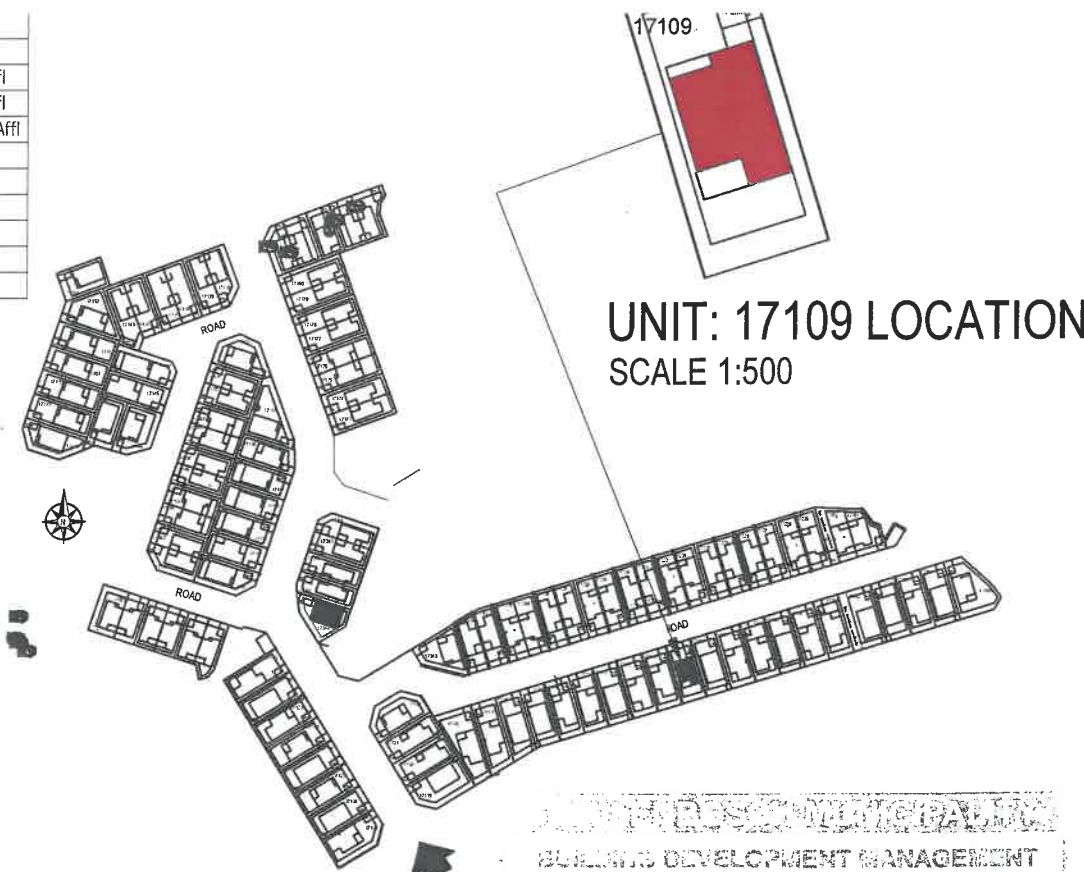
| SCALE    | DATE       | BY      |
|----------|------------|---------|
| As Shown | 09/11/2013 | PI      |
| SCALE    | DATE       | CHECKED |

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|   |                           |
|---|---------------------------|
|  | Pendant Fitting           |
|  | Single Outlet 350mm Aff   |
|  | Double Outlet 350mm Aff   |
|  | Double Outlet 950mm Aff   |
|  | Single Outlet 1 800mm Aff |
|  | Isolator                  |
|  | Television Point          |
|  | Wall Light                |
|  | Waterproof Wall Light     |
|  | Wall Light                |
|  | Footlights 250mm Aff      |



CLASS OCCUPANCY OF BUILDING: H4

All queries to be directed to  
All work done in acc with SFA  
Timber work acc to Sabs 08  
Timber grade V4.  
All windows as per Window  
All windows to have a light &  
area and not less than 5% v  
Glazing to doors and window  
less than 300mm above finis  
safety glazed in acc with Bu  
U-Block lintels over all openi  
per Structural Engineer draw  
All structural timber built int  
covered with Dpc.  
Sabs approved flashing wher  
existing wall - all to manufac  
Roof truss to be tied down w  
anchored in cores of blocks  
Engineer.  
Damp proof membrane to be  
brick/pier to all walls stepped  
across cavities, and use sti  
around all opening in exteri  
window cills. To be min 150  
All staircases to NBR M5 (m  
Treads minimum 250mm an  
200mm. Handrails to be 101

**CATEGORY 1**

AREAS:  
SITE AREA:  
FLOOR AREA:  
COVERED STOE  
COVERAGE:

  
JORDAAN A  
SACAP REG  
27 ARLINGTON CRESCENT  
SOMERSET W  
TEL 021 8  
FAX 021 8  
CELL 082 7  
E-MAIL [info@jordaai.com](mailto:info@jordaai.com)

ASLA DEVCC

ERF 17109  
HILLSIDE VILLAGE  
IDAS VALLEYMEERH  
STELLENBOSCH  
7599

PROJEX

DRAWING NAME

PLAN, SITE PLAN /  
LOCALITY PLAN

TECHNICAL NAME

18-12-17109

TEKNIK NO:

|          |            |
|----------|------------|
| SCALE    | DATE       |
| As Shown | 04/04/2019 |
| SKAL     | DATUM      |

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**FOUNDATIONS**  
Cast mass concrete strip foundations to the sizes shown on drawings and as follows: 140mm External walls 230x600mm. 90mm thick Internal walls 150x450mm or on thickened floor slab  
25Mpa Concrete strength  
Refer to Structural Engineer detail.

DOORS

**PLANNING & ENVIRONMENTAL MUNICIPAL**

**BUILDING DEVELOPMENT MANAGEMENT**

**APPROVED**

FEEL IN TERMS OF SECTION 7(1)(a) OF THE NATIONAL BUILDING REGULATIONS AND BUILDING STANDARDS ACT, NO 103 OF 1977

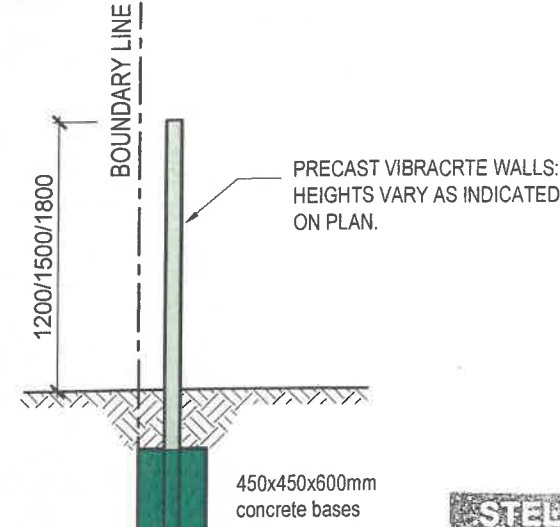
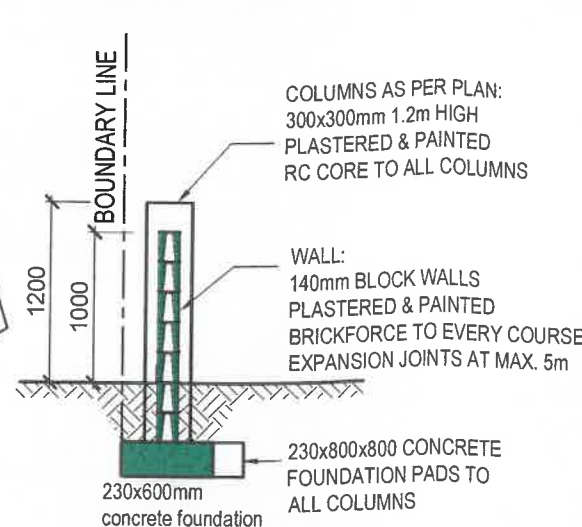
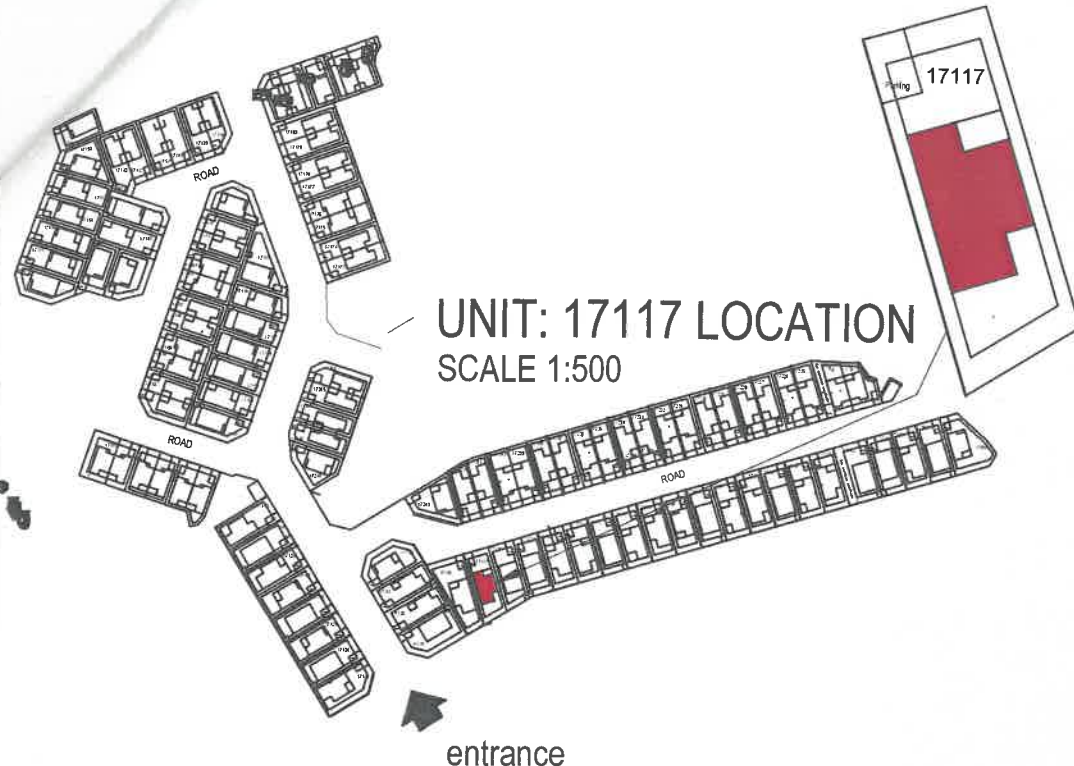
*[Signature]*

**DIRECTOR: PLANNING & ENVIRONMENT**

**DATE** 30/3/20

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| ELECTRICAL LEGEND |                            |
|-------------------|----------------------------|
|                   | Distribution Board         |
|                   | Light Switch               |
|                   | 2-Way Light Switch         |
|                   | Pendant Fitting            |
|                   | Single Outlet 350mm Affl   |
|                   | Double Outlet 350mm Affl   |
|                   | Double Outlet 950mm Affl   |
|                   | Single Outlet 1 800mm Affl |
|                   | Isolator                   |
|                   | Television Point           |
|                   | Wall Light                 |
|                   | Waterproof Wall Light      |
|                   | Wall Light                 |
|                   | Footlights 250mm Affl      |

**NOTES**

**GENERAL NOTES**  
All dimensions and heights to be checked on site prior to construction.

Written dimensions to be referred to - drawing not to be scaled.

Larger scale drawings to supercede smaller scale drawings.

All queries to be directed to the architect.

All work done in acc with SANS 10400.

Timber work acc to Sabs 082/1988.

Timber grade V4.

All windows as per Window Schedule.

All windows to have a light area of 10% of floor area and not less than 5% ventilation of floor area.

Glazing to doors and windows in excess of 1m² or less than 300mm above finished floor level to be safety glazed in acc with Building Reg. part N.

U-Block lintels over all openings less than 3m as per Structural Engineer drawings.

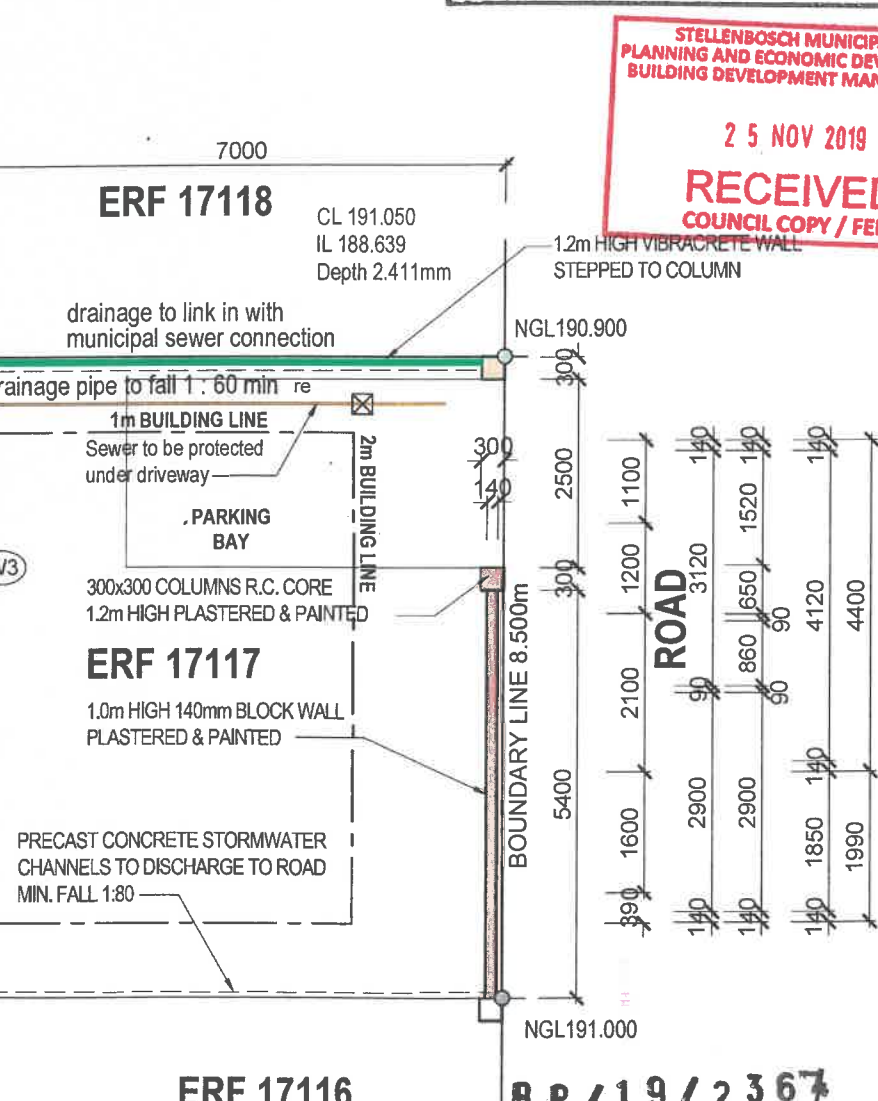
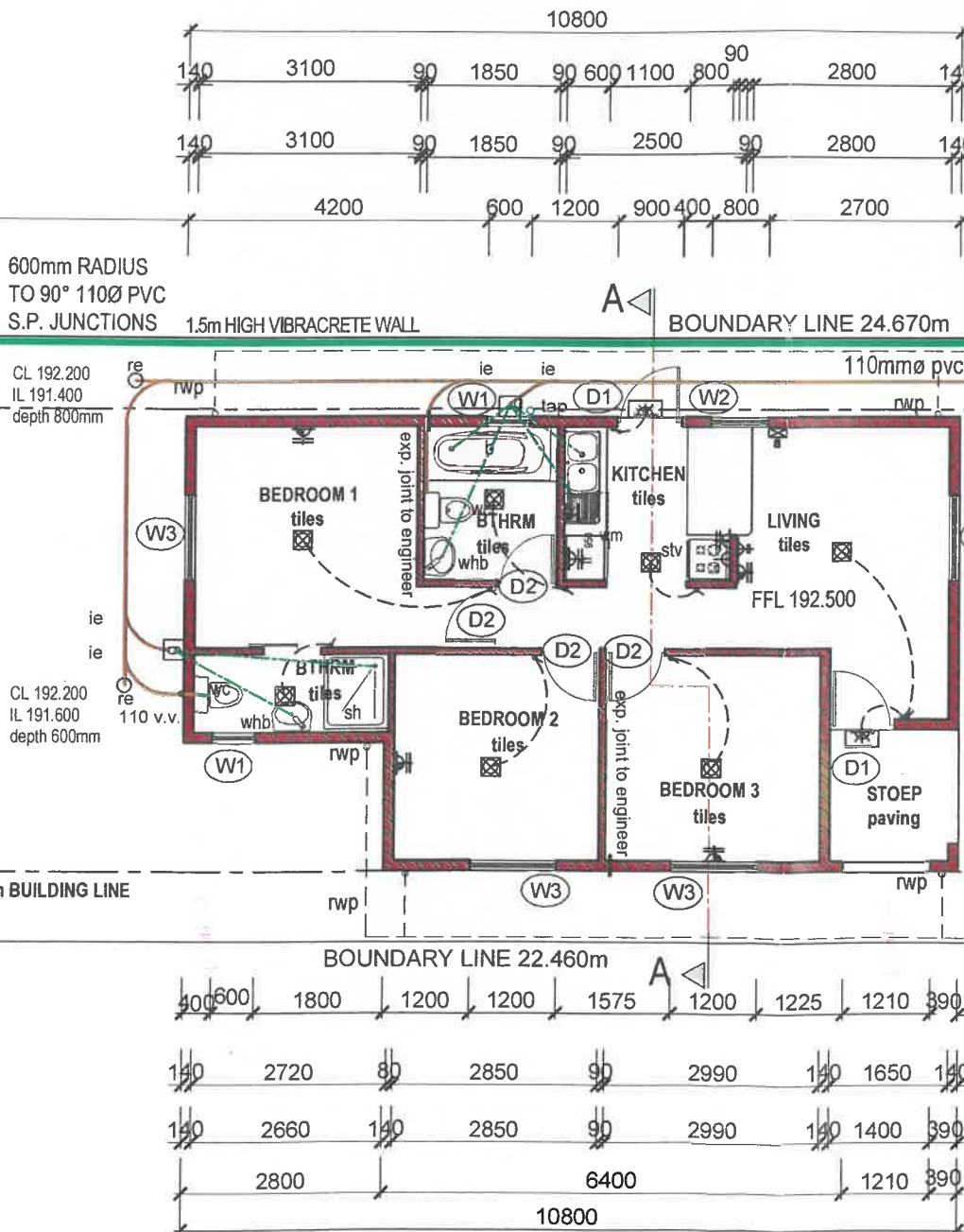
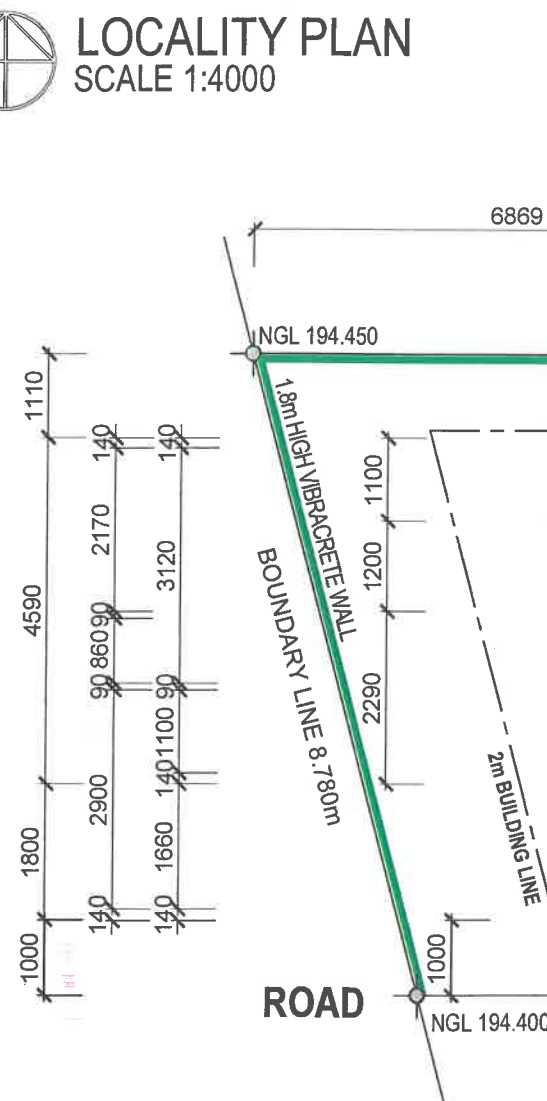
All structural timber built into walls are to be covered with Dpc.

Sabs approved flashing where roof profile meets existing wall - all to manufacturer's specifications.

Roof truss to be tied down with hoop iron straps anchored in cores of blocks or as per Structural Engineer.

Roof membrane to be black polythene brickgrip to all walls stepped down to outer leaf across cavities, and use std black polythene around all opening in external walls & under all window sills. To be min 150 above ground level.

Staircases to NBR M5 (max opening 100mm). If minimum 250mm and risers maximum 200mm. Handrails to be 1000mm high.



**STELLENBOSCH MUNICIPALITY**

**BUILDING DEVELOPMENT MANAGEMENT**

**APPROVED**

**IN TERMS OF SECTION 7(1)(a) OF THE NATIONAL BUILDING REGULATIONS AND BUILDING STANDARDS ACT, NO 103 OF 1977**

**DIRECTOR: PLANNING & ENVIRONMENT**

**DATE** 30/3/2019

**STELLENBOSCH MUNICIPALITY**

**PLANNING AND ECONOMIC DEVELOPMENT**

**BUILDING DEVELOPMENT MANAGEMENT**

**25 NOV 2019**

**RECEIVED**

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**CATEGORY 1 BUILDING**

**AREAS:**

**SITE AREA:** 170m²

**FLOOR AREA:** 60 m²

**COVERED STOEPS:** 4m²

**COVERAGE:** 64m² or 37.6%

**JORDAAN ARCHITECTS**

SACAP REG NO 7662

27 ARLINGTON CRESCENT, HELDERBERG ESTATE, SOMERSET WEST 7130

TEL 021 855 1499  
FAX 021 855 5447  
CELL 082 773 9435  
E-MAIL info@jordanarchitects.co.za

**CLIENT**

ASLA DEVCO

**PROJECT**

ERF 17117  
HILLSIDE VILLAGE  
IDAS VALLEYMEERHOF ESTATE  
STELLENBOSCH  
7599

**DRAWING NAME**

PLAN, SITE PLAN AND LOCALITY PLAN

**DRAWING NO.**

18-12-17117

**SHEET NO.**

001

| SCALE    | DATE       | DRAWN | REVISION |
|----------|------------|-------|----------|
| As Shown | 07/03/2019 | PT    | 000      |
| SCALE    | DATE       | DRAWN | REVISION |

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all levels and dimensions to be checked and confirmed by the architect on site before commencing any work.

CLASS OCCUPANCY OF BUILDING: H4