



**TENDER NO.: SC 1512/2014**

**REQUEST FOR QUALIFICATION FOR THE LEASE OF THE DE MOND CARAVAN PARK AND ADJACENT LAND TO DEVELOP A PUBLIC RESORT IN HERMANUS**

**PROCUREMENT DOCUMENT**

<b>NAME OF TENDERER:</b>	
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**OCTOBER 2014**

**PREPARED AND ISSUED BY:**

Directorate: Finance:  
Supply Chain Management Unit  
Overstrand Municipality  
PO Box 20, Hermanus, 7200

**CONTACT FOR ENQUIRIES  
REGARDING SPECIFICATIONS:**

**Riaan Kuchar**  
Senior Manager: Town Planning and  
Property Administration  
**Tel. Number: 028 313 8087**

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<b>TENDER DETAILS</b>			
TENDER NUMBER:	<b>SC1512/2014</b>		
TENDER TITLE:	<b>REQUEST FOR QUALIFICATION FOR THE LEASE OF THE DE MOND CARAVAN PARK AND ADJACENT LAND TO DEVELOP A PUBLIC RESORT IN HERMANUS</b>		
CLOSING DATE:	<b>2014/11/07</b>	CLOSING TIME:	<b>12H00</b>
SITE MEETING:	DATE: <b>N/A</b>	TIME:	<b>N/A</b> COMPULSORY: <b>N/A</b>
SITE MEETING ADDRESS:	<b>N/A</b>		
CIDB GRADING REQUIRED:	<b>NO</b>	LEVEL AND CATEGORY:	<b>N/A</b>
BID BOX NO:	<b>4</b>	SITUATED AT: Overstrand Municipal Building, Magnolia Avenue, Hermanus. The bid box is generally open 24 hours a day, 7 days a week.	
OFFER TO BE VALID FOR:	<b>60</b>	DAYS FROM THE CLOSING DATE OF BID.	
<b>TENDERER DETAILS</b>			
NAME OF TENDERER:			
NAME OF CONTACT PERSON:			
PHYSICAL ADDRESS:		POSTAL ADDRESS:	
TELEPHONE #:		FAX NO.:	
E-MAIL ADDRESS:			
DATE:			
SIGNATURE OF TENDERER:			
CAPACITY UNDER WHICH THIS BID IS SIGNED:			
<b>PLEASE NOTE:</b>			
<ol style="list-style-type: none"> <li>Tenders that are deposited in the incorrect box will not be considered.</li> <li>Tender box deposit slot is 28cm x 2.5cm.</li> <li>Mailed, telegraphic or faxed tenders will not be accepted.</li> <li>If the bid is late, it will not be accepted for consideration.</li> <li>Bids may only be submitted on the Bid Documentation provided by the Municipality.</li> </ol>			
<b>ENQUIRIES MAY BE DIRECTED TO:</b>			
	ENQUIRIES REGARDING BID PROCEDURES	TECHNICAL ENQUIRIES	
CONTACT PERSON:	<b>BLAKE D'OLIVEIRA</b>	<b>RIAAN KUCHAR</b>	
TEL. #	<b>028 313 5016</b>	<b>028 313 8087</b>	

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

<b>1. CHECKLIST</b>
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**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>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>Tax Clearance Certificate</b> Is an <b>ORIGINAL</b> and <b>VALID</b> Tax Clearance Certificate attached?	Yes	No	
<b>MBD 4</b> (Declaration of Interest) Is the form duly completed and signed?	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 15</b> (Certificate of Payment of Municipal Accounts) Is the form duly completed and signed? 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?	Yes	No	
<b>Specifications</b> Are all pages duly completed and signed?	Yes	No	
<b>All documents listed under paragraphs 8.1, 8.2, 8.3 and 8.5 of "Part B: Tender Specifications and Annexures" of this tender document.</b>	Yes	No	
<b>Pre-Qualification Criteria</b> Is the form duly completed and signed?	Yes	No	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

**2. TENDER NOTICE & INVITATION TO TENDER****TENDER NO. SC 1512/2014****REQUEST FOR QUALIFICATION FOR THE LEASE OF THE DE MOND CARAVAN PARK AND ADJACENT LAND TO DEVELOP A PUBLIC RESORT IN HERMANUS**

Tenders are hereby invited for: **Request for Qualification: Lease of the De Mond Caravan Park and Adjacent Land to Develop and Operate a Public Resort in Hermanus.**

Tender documents, in English, are obtainable from **Friday, 03 October 2014**, at the offices of the Supply Chain Management Unit, Overstrand Municipality, Magnolia Avenue, Hermanus, Tel. 028 313 8064 from Ms. Rita Neethling between 08h30 and 15h30, upon payment of a tender participation fee of **R143.00 per set**. Alternatively the documents can be downloaded free from the website: [www.overstrand.gov.za](http://www.overstrand.gov.za)

Sealed tenders, with “**Tender No. SC1512/2014: Request for Qualification: Lease of the De Mond Caravan Park and Adjacent Land to Develop and Operate a Public Resort in Hermanus**” clearly endorsed on the envelope, must be deposited in **Tender Box No. 4** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus. Bids may only be submitted on the bid documentation provided by the Municipality.

The closing date and time of the tender is **on Friday, 07 November 2014 at 12h00** and will be opened in public immediately thereafter in the SCM Committee Room, Hermanus Administration.

Tenders must be valid for **60** days after the closing date.

The Overstrand Municipality does not bind itself to accept the highest or any tender and reserves the right to accept any or none of the tenders submitted, as it may deem expedient. Tenders are subject to the most recent Supply Chain Management Policy and the Administration of Immovable Property Policy of 2009 of the Overstrand Municipality.

Please refer enquiries to Ms. **Anja Kotze** at telephone number: **028 316 3724**.

**3. AUTHORITY TO SIGN A BID**

**1. COMPANIES AND CLOSE CORPORATIONS**

- 1.1. 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
- 1.2. 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.	
Is a CERTIFIED COPY of the resolution attached?		YES	NO
SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**2. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)**

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

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



**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:	

**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	% Participa-tion	Signature
SIGNED ON BEHALF OF PARTNER-SHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



**4. 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.**



**5. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT**

**1. DEFINITIONS**

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.14. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

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- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

**2. Application**

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**3. General**

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

**4. Standards**

- 4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

**5. Use of contract documents and information; inspection.**

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

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- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent rights**

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

**7. Performance security**

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - 7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - 7.3.2. a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

**8. Inspections, tests and analyses**

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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- 8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

**9. Packing**

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

**10. Delivery**

Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified.

**11. Insurance**

The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

**12. Transportation**

Should a price other than an all-inclusive delivered price be required, this shall be specified.

**13. Incidental**

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
  - 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - 13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

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**14. Spare parts**

14.1. **As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:**

- 14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- 14.1.2. in the event of termination of production of the spare parts:
  - 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - 14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. Warranty**

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3. Payments shall be made by the purchaser **no later than thirty (30) days** after submission of an **invoice, statement** or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated.

**17. Prices**

Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

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**18. Variation orders**

In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted provided that there is no escalation in price.

**19. Assignment**

The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

**20. Subcontracts**

The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

**21. Delays in the supplier's performance**

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

**22. Penalties**

Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

**23. Termination for default**

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - 23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or

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- 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
- 23.6.2. the date of commencement of the restriction
- 23.6.3. the period of restriction; and
- 23.6.4. the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

#### 24. Anti-dumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

#### 25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of Disputes**

27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4. Notwithstanding any reference to mediation and/or court proceedings herein,

27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

**28. Limitation of liability**

28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

28.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

**29. Governing language**

The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

**30. Applicable law**

The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

**31. Notices**

31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

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**32. Taxes and duties**

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser’s country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

**33. Transfer of contracts**

The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser.

**34. Amendment of contracts**

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

**35. Prohibition of restrictive practices.**

- 35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

*General Conditions of Contract (revised July 2010)*

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**6. 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 indicated** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus.
2. The tender must be lodged by the Tenderer in the tender box in the Main Cash Hall, Hermanus Municipal Offices, Magnolia Avenue, Hermanus

**PLEASE NOTE:**

- 2.1. Tenders that are deposited in the incorrect box will not be considered.
- 2.2. Tender box deposit slot is 28cm x 2.5cm.
- 2.3. Mailed, telegraphic or faxed tenders will not be accepted.
- 2.4. Documents may only be completed in black ink.
- 2.5. The use of correction fluid/tape is not allowed.
  - 2.5.1. 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.
  - 2.5.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
- 2.6. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
- 2.7. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT.**
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. A separate Tender box is provided for the reception of Tenders and no Tender will be considered which, subsequent to the closing hour for Tenders, may be found in another box.
6. Tenders shall be opened in public at the Hermanus Municipal Offices as soon as possible after the closing time for the receipt of tenders.
7. 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;
  - 7.1. 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.
  - 7.2. The tenderer shall declare **all** the Municipal account numbers in the Overstrand Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.
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

*[insert any other criteria]*

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**9. Invoices**

All invoices must be forwarded to the following address:

Overstrand Municipality  
PO Box 20  
Hermanus, 7200

**10. Value-Added Tax (VAT)**

- 10.1. Tax invoices are to comply with the requirements as contained in the Value Added Tax Act, Act 89 of 1991. The content of the invoice must contain sufficient information for audit purposes.
- 10.2. It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
- 10.3. 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.
- 10.4. The VAT registration number of the Municipality is 4140106396.

**11. Standard Payment Terms**

- 11.1. All money owed by the municipality must be paid within 30 calendar days of receiving the relevant invoice or statement, unless prescribed otherwise for certain categories of expenditure.
- 11.2. Payment Cycles for the first 12 months of business with the Overstrand Municipality to Survivalist enterprises / Micro-enterprises
- 11.3. Survivalist enterprises / Micro-enterprises are entitled to a weekly payment cycle by the municipality.
- 11.4. In order to qualify for a weekly payment, a supplier must be classified as a Survivalist enterprises / Micro-enterprises on the Municipality's supplier database.
- 11.5. A weekly payment to Survivalist enterprises / Micro-enterprises is not a right in terms of this policy. Survivalist enterprises / Micro-enterprises may request such payments which may be made at the discretion of the Municipality.

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**7. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS**

It is a condition of bid that the taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder’s tax obligations.

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, “Application for a Tax Clearance Certificate” and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be accepted.
4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za)
6. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Fileers through the website [www.sars.gov.za](http://www.sars.gov.za)

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**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.	<b>Full Name of bidder or his or her representative</b>																			
3.2.	<b>Identity Number</b>																			
3.3.	<b>Position occupied in the Company (director, shareholder <sup>2</sup> etc.)</b>																			
3.4.	<b>Company Registration Number</b>																			
3.5.	<b>Tax Reference Number</b>																			
3.6.	<b>VAT Registration Number</b>																			
3.7.	<b>Are you presently in the service of the state?</b>	YES		NO																
3.7.1.	If so, furnish particulars:																			
3.8.	<b>Have you been in the service of the state for the past twelve months?</b>	YES		NO																
3.8.1.	If so, furnish particulars:																			

<sup>1</sup> MSCM Regulations: "in the service of the state" means to be –

1. a member of –
  - i. any municipal council;
  - ii. any provincial legislature; or
  - iii. the National Assembly or the National Council of Provinces;
2. a member of the board of directors of any municipal entity;
3. an official of any municipality or municipal entity;
4. 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);
5. a member of the accounting authority of any national or provincial public entity; or
6. 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

**NB:**

a) **PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)**

b) **PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.**

**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 –

1. a member of –
  2. any municipal council;
  3. any provincial legislature; or
  4. the National Assembly or the National Council of Provinces;
5. a member of the board of directors of any municipal entity;
6. an official of any municipality or municipal entity;
7. 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);
8. a member of the accounting authority of any national or provincial public entity; or
9. an employee of Parliament or a provincial legislature.



**9. 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? <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)? <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:			



**10. 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:

**OVERSTRAND 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:
  - 5.1. has been requested to submit a bid in response to this bid invitation;

<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.



- 5.2. 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.

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.



**11. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES**

**DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003) - (To be signed in the presence of a Commissioner of Oaths)**

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 Overstrand 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)  
 If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

Signature	Position	Date

<p style="text-align: center;"><b>COMMISSIONER OF OATHS</b></p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20__</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p><b>COMMISSIONER OF OATHS:-</b></p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p><b>Apply official stamp of authority on this page:</b></p>
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## PART B – SPECIFICATIONS AND ANNEXURES

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**12. SPECIFICATIONS**

**1 INTRODUCTION**

The Overstrand Local Municipality (“Overstrand Municipality”) wishes to enter into a long-term lease with a suitable developer in respect of the land on which the De Mond Caravan Park in Hermanus is situated (currently vacant land) and the municipal land adjacent thereto as set out in this document, with the specific purpose of developing a public resort with the capability to accommodate large tour groups.

The tender area is located on the extreme eastern urban edge of the town of Hermanus, which is located approximately 100 kilometres south of Cape Town. Access from the Cape Metropolitan Area to Hermanus and to the tender area is obtained via the N2 road to Bot River and then via the R43 provincial road.

Given its proximity to the Cape Metro and the ease of access to the area, Hermanus is a very popular international, national and regional holiday and tourism destination attracting thousands of people specifically during the ‘whale watching season’, but also being a prime weekend break-away destination to Capetonians. The site is directly abutting the Klein River Lagoon, which offers excellent recreation and water sport opportunities.

**2 PURPOSE OF RFQ**

This Request for Qualification (“RFQ”) aims to test the market appetite of developers with the financial capacity and relevant experience to enter into the mentioned long-term lease (45 years maximum) with Overstrand Municipality. The intent is to establish a shortlist of qualifying developers. Once the shortlist has been established, Overstrand Municipality will issue a Request for Proposal (“RFP”) to the shortlisted developers with the objective to select a developer team with which to enter into an agreement to develop the land based on a long-term lease with a fair market financial return for the commercial use of its property.

Overstrand Municipality is keen to partner with a financially sound and environmentally responsible developer that has proven expertise and a suitable track record to establish, manage and maintain a public resort that caters for the needs of the broader public (including specialist and large tourist groups and commercial interests) through the availability of accommodation and conference facilities, amongst others. The primary goals of the development will be to provide public resort facilities that will increase visitors numbers to Hermanus, especially during the traditional low and mid seasons and create much needed job opportunities (primarily for members of the local community) during the construction and operational phases of the public resort.

It is of paramount importance to the Overstrand Municipal Council that the successful developer shall act in a manner that respects, upholds and fulfils the fundamental environmental rights contained in section 24 of the Constitution. It is recorded that the promotion of conservation of the Klein River Estuarine and preservation of the heritage character of De Mond and its surroundings will rank prominently in the evaluation of development proposals. The developer team should also be committed to ‘green’ building practices and have a good record of working with community stakeholders to achieve successful developments.

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**3 BACKGROUND AND FEASIBILITY STUDY INFORMATION**

During 1942 the Hermanus Municipality, predecessor to Overstrand Municipality, obtained the land on which the De Mond Caravan Park is situated (also known as “The Fishery”) by way of a Crown Grant. Refer to Annexure A. The Crown Grant stipulated that the land may not be sold and must be used for the purposes of a “public resort and recreational purposes”. Initially the property was used for that purpose, but over the years various lease agreements were concluded that eventually culminated in the usage of the caravan park by its association to the exclusion of members of the broader public.

During the period January 2011 to October 2011, Overstrand Municipality conducted a study to determine the feasibility of making the land on which the De Mond Caravan Park (“**De Mond**”) is situated available to a developer through a RFQ/RFP process on a long term lease basis to develop it primarily as a public resort. The study also included the municipal land adjacent to De Mond on which Klein River Lagoon Park (“**KRLP**”) was established and, next to that, the so-called “**Prawn Flats**”, municipal land that was made available to Walker Bay Adventures (“**WBA**”) and to the National Sea-and-Sand Institute (the “**Sea and Sand**”) on a lease basis.

In order to lay a solid foundation for the RFQ/RFP process, the feasibility study, inter alia:

- established all the legal requirements with which the Overstrand Municipality would have to comply, should it decide to go ahead with such a development proposal;
- investigated whether the proposal is consistent with applicable plans, policies and strategies of Overstrand Municipality as well as provincial and national government;
- included municipal capacity and management considerations including the availability of services;
- identified potential risks to Overstrand Municipality associated with the proposed project; and
- did a due diligence analysis to establish whether there are any impediments or constraints (legal, financial or otherwise) that may stand in the way of or would make the implementation of the proposal an unattractive option.

After a public consultation process, the results of which were taken into account, the Feasibility Study report was submitted to Overstrand Municipality and considered by the Council in February 2012. The following recommendation was accepted:

*That the procurement of a developer be done through a combined Request for Qualification (“RFQ”) and Request for Proposal (“RFP”) process with the aim to appoint a preferred bidder and a reserve bidder with whom the Municipality may in its sole discretion negotiate should negotiations with the preferred bidder fail.*

A specific recommendation of the feasibility study required from Overstrand Municipality to ensure any legal arrangements with third parties in respect of De Mond are terminated and associated temporary structures removed from the land. Following the correct legal process, Overstrand Municipality executed this recommendation during 2012-2013.

Overstrand Municipality is now proceeding with the RFQ/RFP process as further detailed in this document with the purpose to enter into a 45 year lease with a successful bidder. To assist prospective bidders, Overstrand Municipality contracted civil and electrical engineering, town planning and environmental expertise to do an analysis of the services, environmental and planning profile of the De Mond Resort Development. The results of the analysis have been incorporated in this document and are based on the information obtained from Overstrand Municipality. The analysis further serves to reduce uncertainty surrounding possible restrictions and to enable the calculation of financial bulk development contributions for the required bulk services upgrades and clarification of possible conditions by other authorities.

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The full feasibility study and the strategic policy documents mentioned therein, which are all still valid and relevant, should also be consulted. These documents are available under Strategic Documents on the Overstrand Municipality’s website: [www.overstrand.gov.za](http://www.overstrand.gov.za)

**4 LAND AND PROPERTIES**

The property details pertaining to the tender area are as follows:

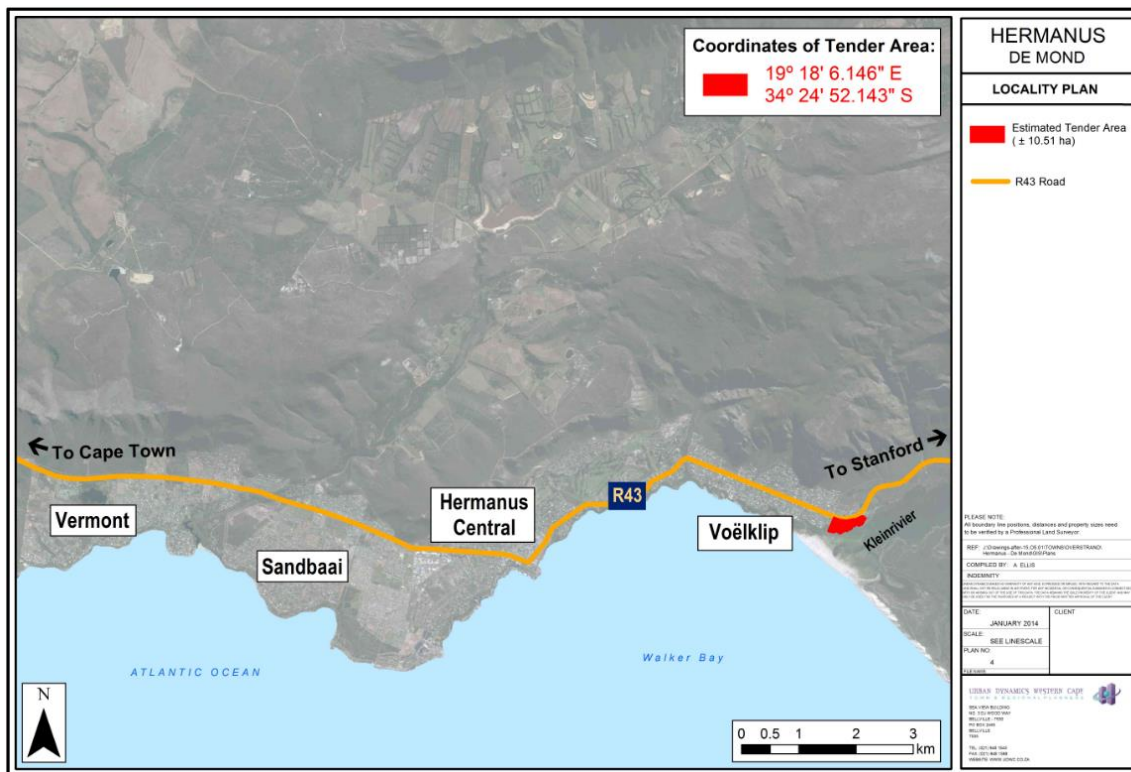
**Table 1: Property Descriptions**

Property Description	Ownership	Extent
Portion of Erf 4381, Hermanus	Overstrand Municipality	± 9.74 ha
Portion of Erf 5327, Hermanus	Overstrand Municipality	± 0.76 ha
<b>TOTAL EXTENT</b>		± 10.5 ha

The title deeds of the above-mentioned properties do not include restrictive conditions that would prevent/restrict the proposed resort development of the sites.

The Locality Plan in Figure 1 (Annexure B, Plan1) indicates the position of the land and the Local Context Plan in Figure 2 (Annexure B, Plan 2) indicates the properties included in the De Mond Resort Development situated on erven 4831 and 5327.

**Figure 1: Locality plan (Plan 1)**



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The properties are: (Also refer to **Photo File Overview – Annexure C.1**)

**4.1.1 De Mond (Portions of Erf 4381 and Erf 5327, Hermanus):**

Approximately 9,74 hectares of vacant land with concrete platforms, derelict basic structures including a café/shop, utility hall, a warehouse, access control, an ablution block remaining of the previous caravan park as well as basic sewer and water services, access and internal roads.

**4.1.2 Klein River Lagoon Park (Portion of Erf 4381, Hermanus):**

The site measures 6279m<sup>2</sup> and is currently occupied by 20 temporary caravan-type residential units (in a reasonable condition) with basic structures based on a one-year lease agreement (an extension of the previous 15 year lease agreement) with the KRLP Association which lease expires the end of May 2015. The site also has basic sewer and water services and access roads. There are also three boat house and two concrete slipways.

**4.1.3 Prawn Flats (Portion of Erf 4381, Hermanus):**

This portion of land is directly abutting to the eastern boundary of the KRLP. It includes a boat launch site with two boat ramps which should be retained. It has a separate entrance and it would be required from the developer entity to maintain controlled access for the public. The lease agreement with the WBA who operates a small boat hiring, lagoon cruise and canoeing facility, is on a month-to-month basis with a three month notice period.

**4.1.4 Selkirk Cottage(situated on the Prawn Flats):**

The cottage is approximately 150m<sup>2</sup> in size. It is a fenced, stand-alone historical building which is listed on the Heritage Register and must thus be preserved due to its historical value. The developer would be expected to include the cottage in its site development plan and look after its preservation albeit it could be used in an innovative manner in the development.

The site is bounded on the northern side by the R43 Provincial Road, by 17th Avenue and the upmarket residential area of Voëlklip on the north-western side and the Klein River lagoon estuary on the southern side. To the east of the KRLP and Prawn Flats is vacant, natural land. Other land uses in the vicinity includes the local offices of Cape Nature, the Sea & Sand camp site, public beaches, restaurants and local retail facilities.

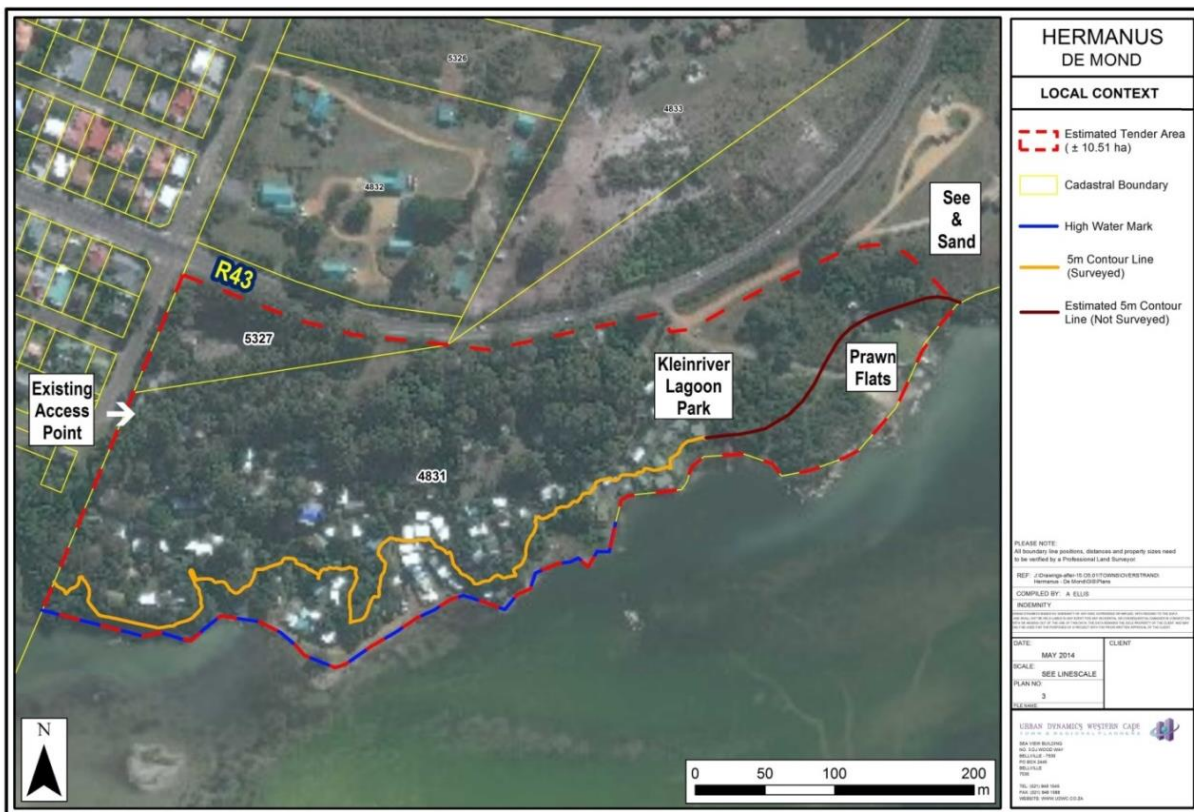
Excluded from the development are the:

- Lagoon edge;
- ‘Sea and Sand’ area; and
- Voëlklip solid waste drop-off, east of ‘Sea and Sand’.

The De Mond Resort Development including the properties detailed above is considered consistent with its existing and historic land use and compatible with the character and land use trends in the surrounding areas.

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Figure 2: Local Context Plan (Plan 2)



5 PLANNING AND DEVELOPMENT

The De Mond Public Resort development complies with the Spatial Development Framework and the Integrated Zoning Scheme of Overstrand Municipality as found by the firm Urban Dynamics who did this part of the analysis for the RFQ/RFP.

5.1 LAND USE

The De Mond Resort Development will have to be in visual harmony with the surrounding built and natural environment. To ensure this, it will inter alia have to comply with the legislation applicable to land use and zoning including the Land Use Planning Ordinance, 15 of 1985 (“LU-PO”). LUPO enables the Municipality to influence the form and character of the proposed development, so as to ensure that it is, for example, aligned to the municipal strategic planning objectives (e.g. low or high density, preservation of natural character or specific building forms) as set in the Overstrand Growth Management Strategy (“OGMS”). It is therefore important for prospective bidders to take cognisance that the Municipality has to balance the type of, density and character of development that will be permitted (on the one side) with economic feasibility (on the other side) and as required in terms of the provisions of the zoning scheme. Whilst the Municipality is compelled to enforce the provisions of the applicable Zoning Scheme, 2013 and conditions of land use approvals, it is also empowered to approve departures from land use restrictions after following due process.

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**5.2 SPATIAL PLANNING**

The most current spatial planning policies relevant to the De Mond Resort Development site are the Overstrand Spatial Development Framework (“SDF”), 2006 and the OGMS, 2010. These directives respectively designate the De Mond Resort Development site as follows:

**Table 2: Consistency with Spatial Policy**

Spatial Policy	Designation of Tender Area	Consistent
Overstrand SDF, 2006 (Refer Figure 3)	Inside Urban Edge	Yes
	Residential	Yes
	Special Place (areas with specific characteristics and conservation requirements)	Yes
Overstrand OGMS, 2010 (Refer Figure 4)	Densification zone: 10-20 units per hectare (gross density)	Yes
	Special Place (areas with specific characteristics and conservation requirements)	Yes

The SDF contains the municipal spatial policy, guiding the creation of integrated and sustainable use of land. This has to be achieved within the broader context of protecting the value of the Overstrand Municipal area as a natural resource and enhancing the sub-region as a popular eco-tourist destination. The environmental and social responsibility with which planning is approached is clearly articulated in the SDF and several of the objectives could be directly or indirectly achieved or contributed to by the proposed development.

According to the Development Pattern Policy for Urban Nodes and Settlements as contained in the SDF, De Mond falls within the Greater Hermanus Regional Node. Applicable guidelines indicate that as a general principle, public investment initiatives should focus on strategically located (public) properties that are linked to the town’s comparative advantage (tourism). The focus should then be to upgrade and develop these properties to improve quality of life and to establish an enabling environment for job creation in partnership with the private sector. The SDF includes as a specific strategy that the Municipality must identify and actively facilitate key catalyst projects in conjunction with strategic partnerships with business/investors.

The proposed development fits perfectly into the above scenario. It is consistent with the spatial vision and policy directives of the Overstrand Municipality, compatible with the spatial trends in the surrounding area and would contribute to the spatial objectives of integrated development, conservation of natural resources and biodiversity and optimal use of existing urban areas rather than increasing the urban footprint.

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Figure 3: Extract from SDF, 2006

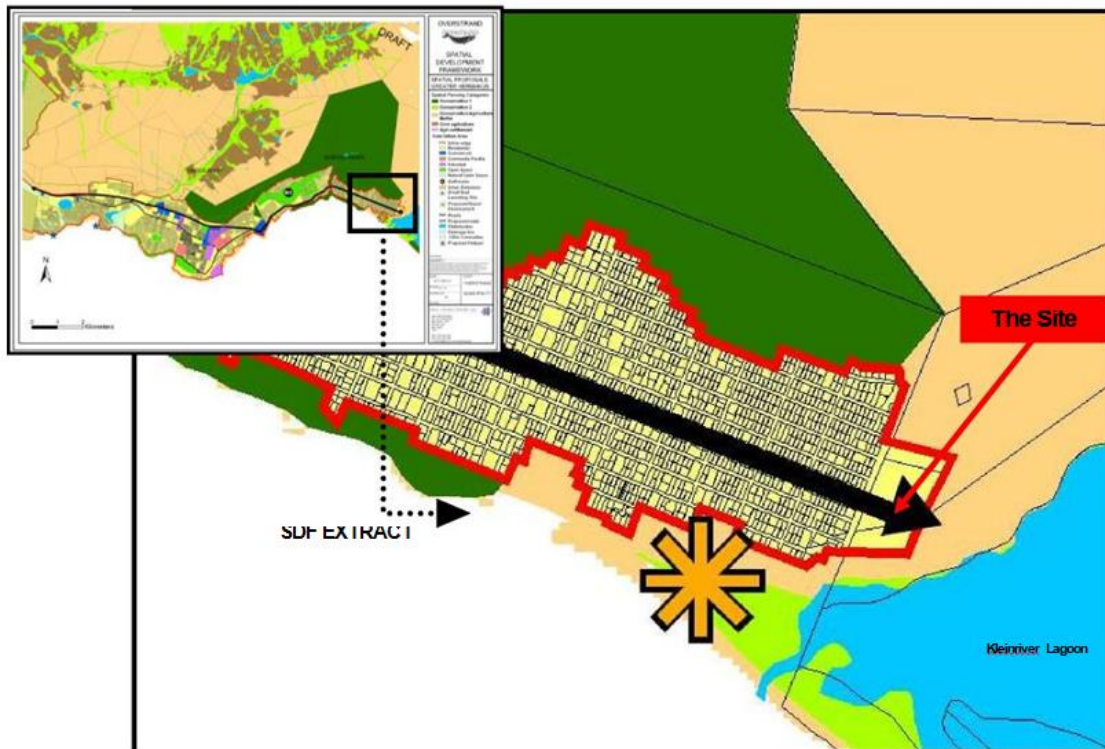
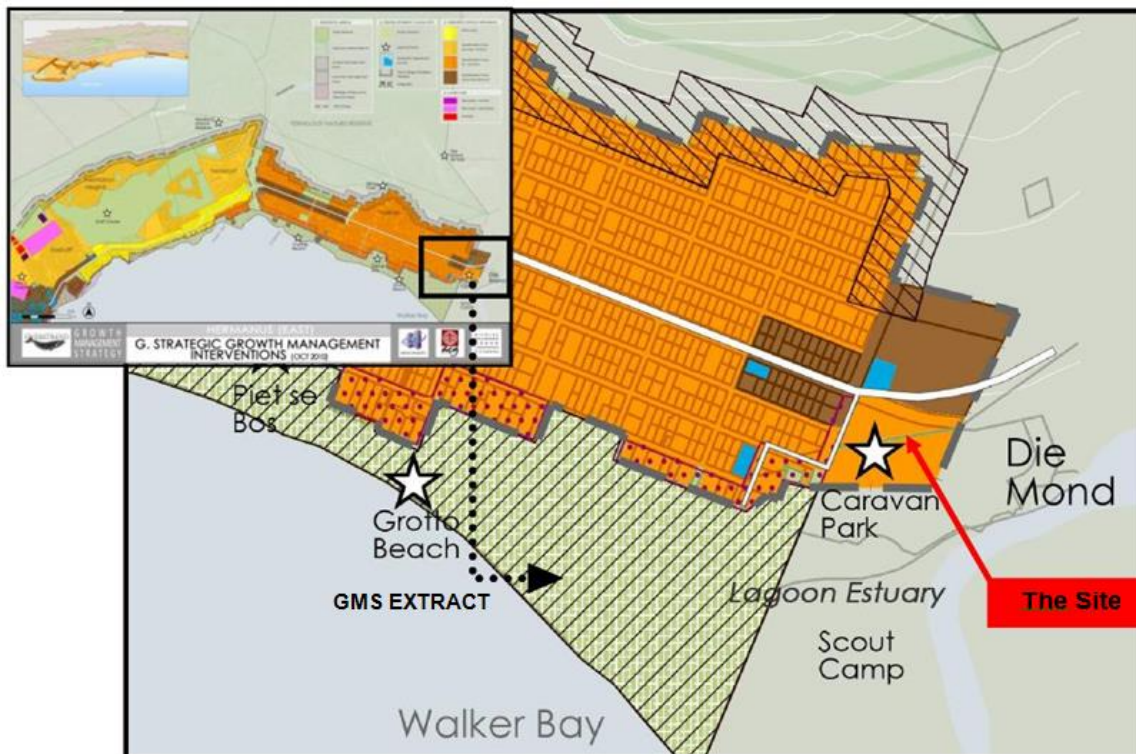


Figure 4: Extract from OGDS, 2010



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The Klein River Estuary Study and Management Plan (“KREMP”), prepared in conjunction with Cape Nature is also part of the SDF and would need to be taken into account by a prospective developer given that the De Mond Resort Development site is at the centre of KREMP’s coastal zone focus.

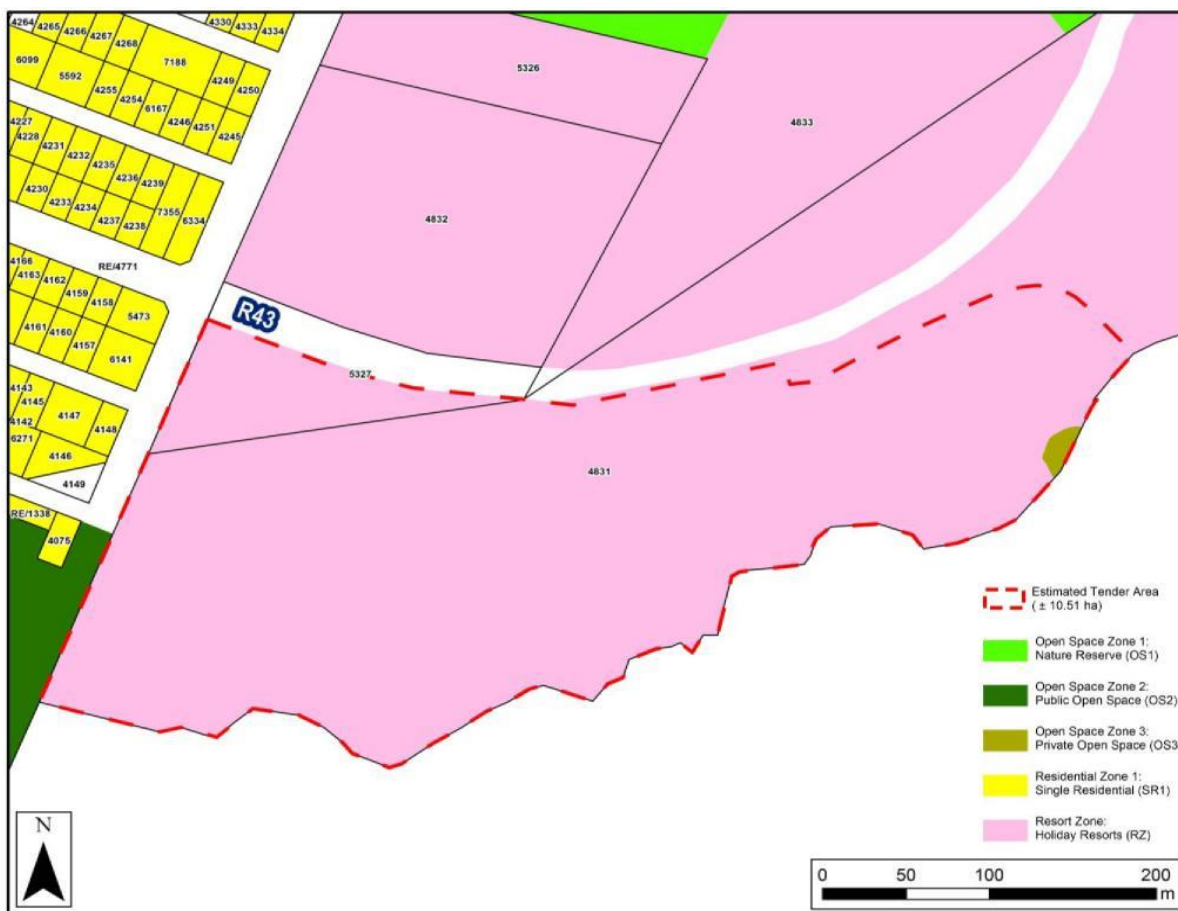
The De Mond area is indicated as municipal owned and it falls within the current urban edge as defined in the SDF.

**5.3 ZONING**

**5.3.1 RESORT ZONE: HOLIDAY RESORTS**

The De Mond Resort Development site is zoned Resort Zone: Holiday Resorts (RZ) in terms of the Overstrand Zoning Scheme (2013). A small portion of land at Prawn Flats (boat launching area and grassed terrace) is zoned Open Space Zone 3: Private Open Space (OS3) as indicated in Figure 5 (Annexure B, Plan 3).

**Figure 5: Zoning Plan (Plan 3)**



In terms of the Zoning Scheme the primary uses permissible in Resort Zone: Holiday Resorts are “conservation use, holiday accommodation, private open space, private road and tourist accommodation”, whilst consent uses include “additional dwelling units, conference facilities, holiday housing, hotel, place of assembly, place of entertainment, recreational facilities, restaurant, rooftop base station, transmission tower, tourist facilities, any other related use determined by Council”.

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**5.3.2 DEVELOPMENT PARAMETERS / CRITERIA**

The primary uses of De Mond Resort Development site therefore include conservation use, holiday accommodation, tourist accommodation, private open space and private road. In terms of the Zoning Scheme:

- “conservation use” in principle means the use or maintenance of land in its natural state or rehabilitation to its natural state. However, the tender site is a disturbed transformed site that is not intended as a conservation site but the site includes patches of milkwood trees which require protection due to its endangered species classification and these trees could quite feasibly be incorporated into the site layout plan and the landscaping of the site.
- “tourist accommodation” means the letting of rooms or individual units on a temporary basis to paying lodgers or guests, and includes a guest house, bed and breakfast, backpackers’ establishment, and camp sites, provided that the use complies with any other relevant legislation.
- “holiday accommodation” means a harmoniously designed and built development, used for holiday and recreational purposes, whether in private or public ownership, which:
  - consists of a single enterprise in which accommodation is supplied by means of short term renting and time sharing only;
  - may include the provision of a camping site, mobile home park and dwelling units;
  - may also accommodate a restaurant and indoor and outdoor recreation facilities; but
  - does not include a hotel or conference centre.
- “private open space and private road” would include land used primarily for outdoor sports, play, rest or recreation including swimming pools.

Following is a number of other definitions that are relevant to highlight some of the consent uses in Resort Zone: Holiday Resorts in terms of which due process will have to be followed:

“conference facilities”	means a place of commercial nature where information is presented and ideas exchanged among groups of people or delegates whose normal place of work is elsewhere, and may include overnight accommodation and the supply of meals and beverages to delegates;
“holiday housing”	means dwelling units, mobile homes or camping sites that are harmoniously designed and built, for holiday or recreational purposes, and which may be separately alienated by means of sectional title division, fractional title, the selling of share blocks or the subdivision of property;
“hotel”	means a property used as temporary residence for transient guests, where lodging and meals are provided, and may include: a restaurant or restaurants, associated conference and entertainment facilities that are subservient and ancillary to the dominant use of the property as a hotel; and premises which are licensed to sell alcoholic beverages for consumption on the property but does not include an off-sales facility;
“place of assembly”	means a public hall, a hall for social functions, a music hall, an exhibition hall, a club house, a town hall, civic centre, which is not directly related to a commercial undertaking and excludes a place of entertainment;

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- “place of entertainment” means a place used for commercial entertainment which may attract large numbers of people, operate outside normal business hours or generate noise from music or revelry on a regular basis, including a cinema, theatre, amusement park, dance hall, night club, gambling and live music;
- “recreational facilities” means the use of land, including stretches of coastline, for large uncovered or open areas developed or undeveloped to practice a particular sport or combination of sports and general recreation, and includes a clubhouse, associated infrastructure and buildings, indoor and outdoor swimming pools and associated infrastructure and includes a firing range and driving range, but does not include any building or structure that is used for business or any other use not aligned to or dependent on the sport concerned;
- “transmission tower” means any support structure and associated infrastructure more than 3m in height, that is used for the transmission and/or reception of electromagnetic waves; and includes telecommunication, cellular communication, radio, television and satellite transmission;
- “tourist facilities” mean amenities for tourists or visitors such as lecture rooms, restaurants, picnic areas, gift shops, cafés, restrooms, recreational facilities, animal parks (domestic or otherwise), but does not include a hotel or overnight facilities.

Additional dwelling units that should be quite acceptable are the normal on-site accommodation provided for employees of the resort who need to reside on-site due to resort practices. These units would need to be an integral part of the resort.

With reference to holiday housing it should not comprise more than 50% or a lesser percentage if so determined by the Overstrand Municipality of the units on the site and it should be noted that Overstrand Municipality is not in favour of a large campsite, rather a smaller one for short term stays with the main focus being on chalets/self-catering units.

Although a hotel and conference facilities is not a primary but consent use the Overstrand Municipality is well aware and open to the fact that such facilities will be needed to accommodate large groups for various reasons. It should also be noted that conference facilities already existed on the site in the past therefore the use is considered as having vested as an existing right on the site. The determining criteria will be the objective to establish an economically viable, well-designed, well-managed and sustainable holiday resort.

The development parameters with regard to density, height, coverage, layout, building design, landscaping, parking, access, signage and the use of the property zoned for the Holiday Resorts are listed in the table below.

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**Table 3: Resort Zone: Holiday Resort –Development Rules and Parameters**

Development Parameters		Specification	Comment
1	Maximum Height	2 storeys	Given the surrounding and adjacent single residential character, the Overstrand Municipality would not allow buildings higher than 2 storeys to be erected.
2	Maximum Density (number of units)	Not specified.	Subject to submission of a Site Development Plan and informed by the context, extent and topography of the site to the satisfaction of the Director: Infrastructure & Planning, Overstrand Municipality.
3	Building Lines & Setbacks	5m Statutory Line adjacent to the R43 Provincial Road The development fronting onto the Klein River Lagoon will have to be set back at least behind the 5m contour line – subject to approval / comment from the DEA & DP.	The tender site is directly abutting the Klein River Lagoon which requires development to be set back from the high-water mark to behind the 5m contour line. The purpose of this setback is to avoid flooding during storm events, high tides and potential future sea level rise.
4	Coverage	Not specified.	Subject to submission of a Site Development Plan.
5	Access	The site has an existing vehicular access point from 17th Avenue with a manual access control boom system.	It is intended that the existing vehicular access point will remain the only vehicular access point to the proposed resort. The public access to the boat launching site must remain open to the public, but can be controlled and managed by the resort.
6	Architectural Style	Not specified.	It is recommended that the proposed development responds positively to the local context of its surroundings and considers local informants within the architectural and design approach.

**5.4 SITE DEVELOPMENT**

**5.4.1 SITE DEVELOPMENT PLAN**

During the RFP process the shortlisted bidders would be required to do a concept site development plan which should include the following:

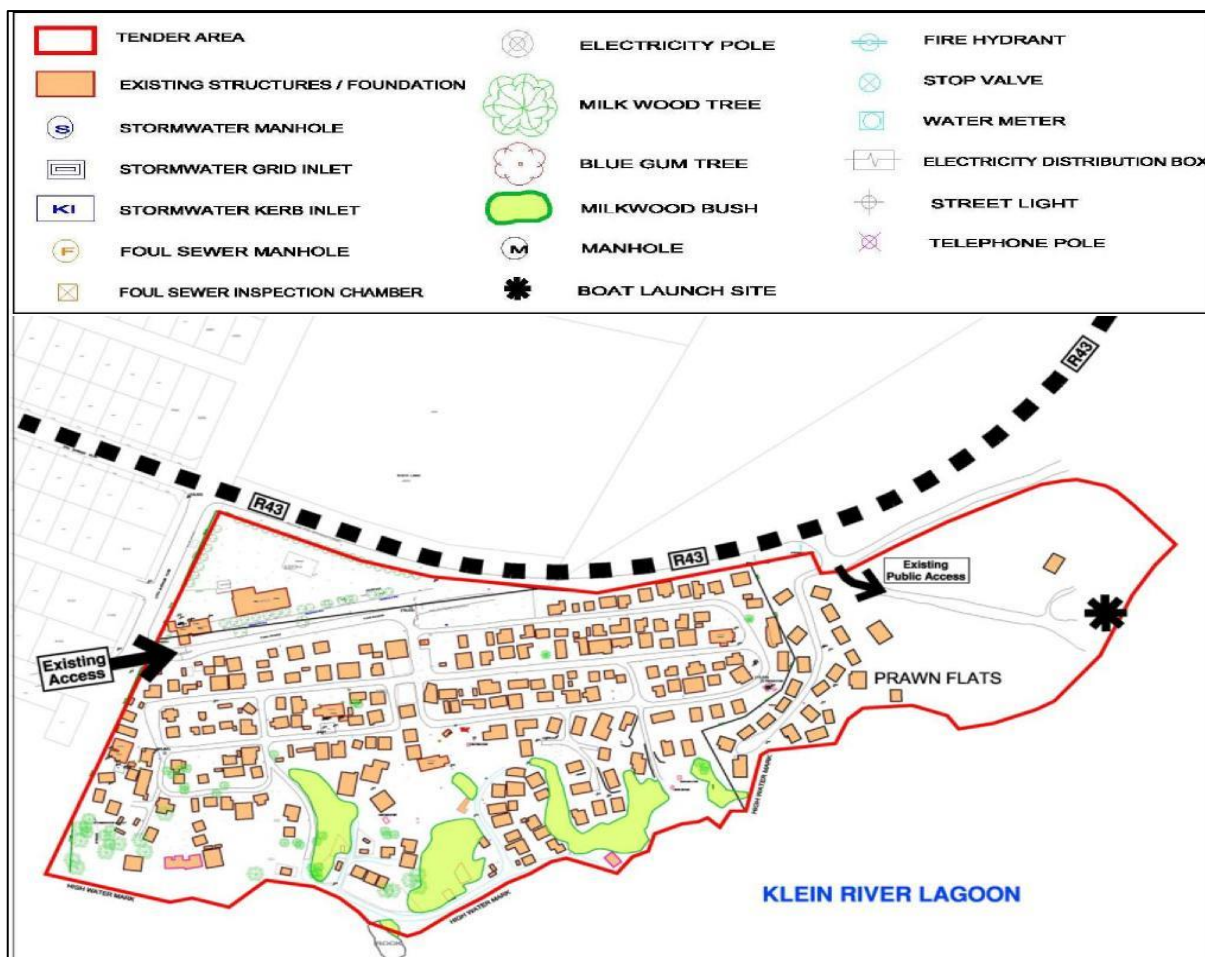
- Proposed resort units (including unit typology and number of units/density)
- Recreational facilities
- Parking
- Ancillary resort uses (restaurant, shop, conference facilities, etc.)
- Access arrangements (internal roads, access control, pedestrian movement/walkways)
- Landscaping
- Milkwood trees
- Other trees (existing & proposed)
- Edge treatments (scenic drive and residential)

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5.4.2 EXISTING AS-BUILT PLAN

The current land use, infrastructure, access points, internal roads and structures are indicated on the following as-built plan – refer to Figure 6 (Annexure B, Plan 4), which is based on topographical survey information received from Van Dyk & Associates Land Surveyors combined with information from the latest available satellite images for the study area. It should be noted that most of the structures on the site have been demolished and the stands cleaned but the concrete foundations are still on site as indicated below.

Figure 6: Existing Site Plan with Features, Infrastructure and Structures (Plan 4)



5.4.3 SITE INFORMANTS – OPPORTUNITIES AND CONSTRAINTS

Following an assessment of the local context and site conditions of the tender area, the opportunities and constraints were identified and contextualised.

5.4.3.1 OPPORTUNITIES

5.4.3.1.1 Locality:

- Within the existing urban edge - the application area is located within the urban edge of Hermanus, as defined by the Overstrand SDF, 2006.

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- Within Hermanus, a prime tourist and holiday destination - the tender site is located within Hermanus, which is a prime and very popular tourist and holiday destination. This well-located site within the context of Hermanus and its surroundings promotes the potential attraction the proposed resort development will have.
- Within easy traveling distance from Cape Metropolitan Area - the tender area and Hermanus are located within an hours' drive from Cape Town, which is most positive and contributes to the attractiveness of Hermanus as a holiday destination.

**5.4.3.1.2 Access:**

The tender area has good access from the R43 provincial road, which joins onto the N2 national road leading to/from Cape Town. The existing access controlled site access will remain the primary access to the site and future development can upgrade it to an electronic control system, if required.

**5.4.3.1.3 Excellent aesthetic attributes:**

- Sea views & mountain views - the site offers brilliant sea views to the south and mountain views to the north.
- Klein River Lagoon views & boat launch site - the site is directly abutting the Klein River lagoon, which offers excellent views as well as access to a boat launch site directly on the tender site.
- Established trees - the existing established trees contribute to the character, beauty and tranquillity of the site.

**5.4.3.1.4 Physical Characteristics:**

- Gentle Slope - the tender site has a gentle slope that is advantageous to development. Furthermore, the natural embankment adjacent to the lagoon elevates the majority of the site to above the 5m contour and naturally protects the site from flooding.
- Site Extent (Size) - the extent of the site (± 10.5 ha) provides sufficient space to enable an efficient site layout that can include a variety of resort land uses, infrastructure, access as well as landscaping and gardens.
- Services Infrastructure - a services investigation was undertaken to determine the capacity of existing infrastructure and to identify future service upgrade requirements to enable the proposed resort development.

**5.4.3.2 CONSTRAINTS**

**5.4.3.2.1 Milkwood trees:**

Milkwood trees are an endangered species that require special conservation. The milkwood trees on the site will have to be accommodated in the site layout and planning of the proposed resort development. Alternatively, an application can be made in terms of the relevant statutes to remove some of the milkwood trees, if required.

**5.4.3.2.2 Sensitive interfaces:**

- **Residential Interface** - the residential interface with the Voëlkliip residential area will require an appropriate design response to minimise the impact on the residential area.

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- **Scenic Interface** - the interface of the site with the R43 road is considered as a scenic and visually exposed interface that will require an appropriate design response in terms of landscaping, fencing and planting.
- **Lagoon Interface** - the southern interface of the site onto the Klein River Lagoon is influenced by the setback line (5m contour line), which implies that no residential units or structures will be allowed onto the water's edge.

Although the above-mentioned interfaces require specific and appropriate design responses, these interfaces contribute to the attractiveness and value of the tender site as a potential esteemed and prime holiday resort destination.

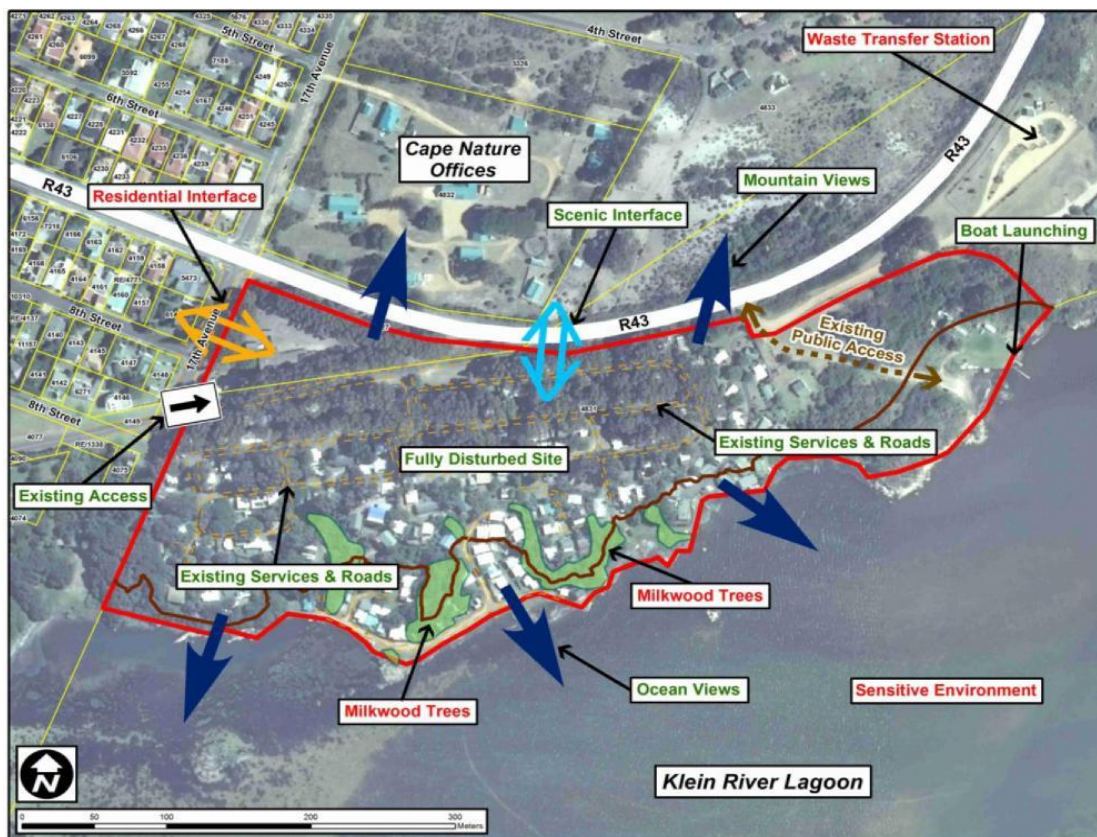
**5.4.3.2.3 Environmental Management:**

The Environmental Impact Assessment (“EIA”) Regulations, 2010 in terms of the National Environmental Management Act (“NEMA”) include listed activities which, if triggered by a development, require that certain environmental assessments be undertaken to obtain environmental approval before undertaking development. This is further dealt with under item ‘3. Environment’.

**5.4.3.3 CONTEXTUAL ANALYSIS OF OPPORTUNITIES AND CONSTRAINTS**

The following contextual analysis and synthesis of opportunities and constraints provides good background and base information to inform the compilation of layout and design options for the proposed resort development. Refer to Figure 7, (Annexure B, and Plan 5).

**Figure 7: Spatially Illustrated Opportunities and Constraints (Plan 5)**



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**Keys:** Green: Opportunities  
 Red: Constraints

**5.4.4 SITE ASSESSMENT – DESIGN CONSIDERATIONS**

Following key aspects would be required to inform the layout planning and design of the De Mond Public Resort as part of the RFP submission of bidders shortlisted during the RFQ process.

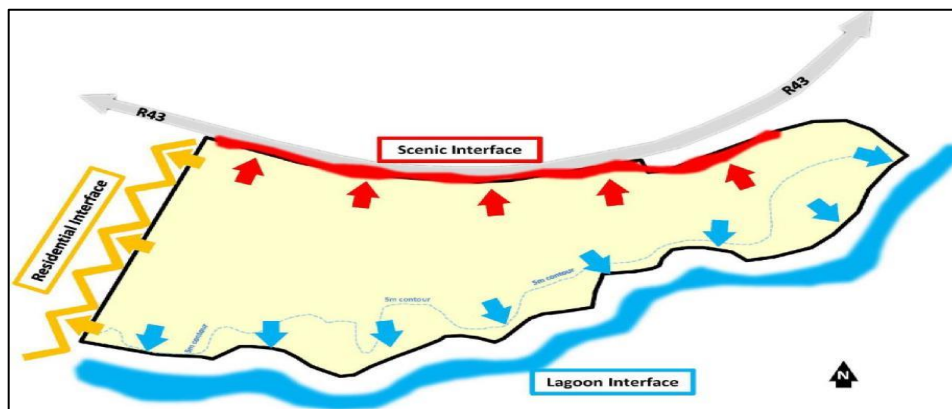
(Refer to **Figure 8 and Figure 9 (Annexure B, Plans 6 & 7)**).

**5.4.4.1 KEY INTERFACES**

(of the site with its surrounding environment)

- **Scenic Drive Interface onto the R43 road** - the R43 road between Hermanus and Stanford is a scenic route with excellent mountain views to the north and sea and lagoon views to the south-east. The northern edge of the De Mond Public Resort site directly abuts the R43 road and it will be important that future development of the site incorporate proper design responses, including landscaping, fencing and planting, to treat this visually exposed interface appropriately.
- **Residential Interface onto the Voëlklip residential area** - the western edge of the De Mond Public Resort site directly abuts the single residential area of Voëlklip, which is a low density and high quality residential extension of Hermanus. It will be important to treat this edge as a sensitive edge and to position proposed uses in such a way as to minimise the impact on the adjacent residential area.

**Figure 8: Site Interfaces (Plan 6)**

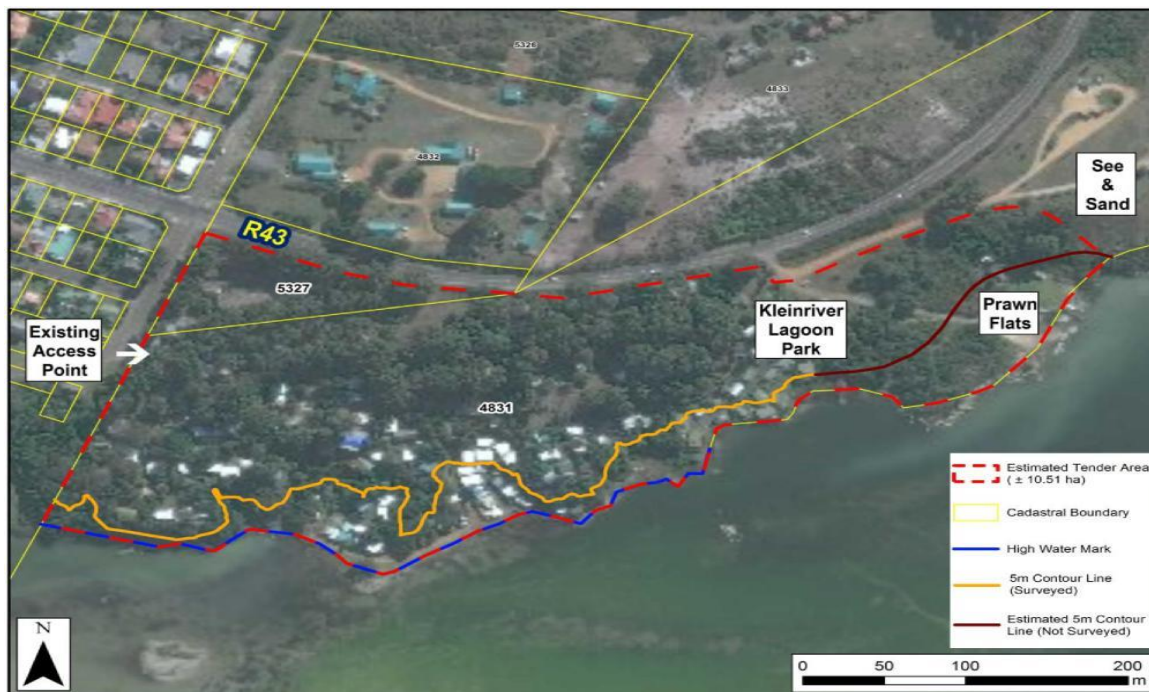


- **Klein River Lagoon Interface** - the southern edge of the De Mond Public Resort area bounds onto the Klein River Lagoon. This edge will require adherence to the latest set-back line provisions to prevent flooding of infrastructure due to storms, high tides and projected future sea level rise. A five (5) meter contour line<sup>6</sup> has been set for the site as informed by the various studies mentioned in this document and the Feasibility Study. This edge offers excellent sea and lagoon views as well as direct pedestrian access to the lagoon and to the Grotto Beach area.

<sup>6</sup> A Development Setback Line (“DSL”) has not finally been determined for the estuary, the Estuarine Functional Zone is defined by the 5m contour and no development of habitable buildings should take place beneath this line. A DSL analysis done in 2008 by a local consultant determined that the three low lying areas of the De Mond site with dwelling structures, measured between the 2m and 3m above Mean Sea Level (“MSL”) contours and that the major part of the property lies above 12m MSL. According to the analysis, it is well known that the low-lying areas were flooded during high water levels in the Vlei.

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Figure 9: 5m Contour Setback Line (Plan 7)



5.4.4.2 TOPOGRAPHY

The topography of the application site slopes in a south and south-eastern direction towards the Klein River Lagoon. Stormwater from the mountain slopes enters the site from culverts under the R43 road and require on-site management and channelling. Topographical surveys were undertaken in the past and can be made available on request.

**Figure 10, (Annexure B, Plan 8),** provides a cross section of the De Mond Public Resort site, indicating the mountain slopes, the R43 road and site sloping towards the water’s edge of the Klein River Lagoon. Following a review/analysis of the existing topographical information and an onsite investigation, the site topography can be summarized as generally flat (slope flatter than 1:4) with a natural slope towards the Klein River Lagoon. The site includes a natural embankment (slope steeper than 1:4) along its southern boundary, dipping down towards the edge of the lagoon. The last-mentioned embankment elevates the majority of the site to above the 5m contour line, contributing to flood prevention in storm events, high tides and future sea level rise.

A slope analysis was undertaken to identify the areas where the slope is steeper than 1:4 and to confirm that the majority of the site is indeed flatter than 1:4 and regarded as developable land (refer to **Figure 11, (Annexure B, Plan 9)**).

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Figure 10: Cross Section of Site (Plan 8)

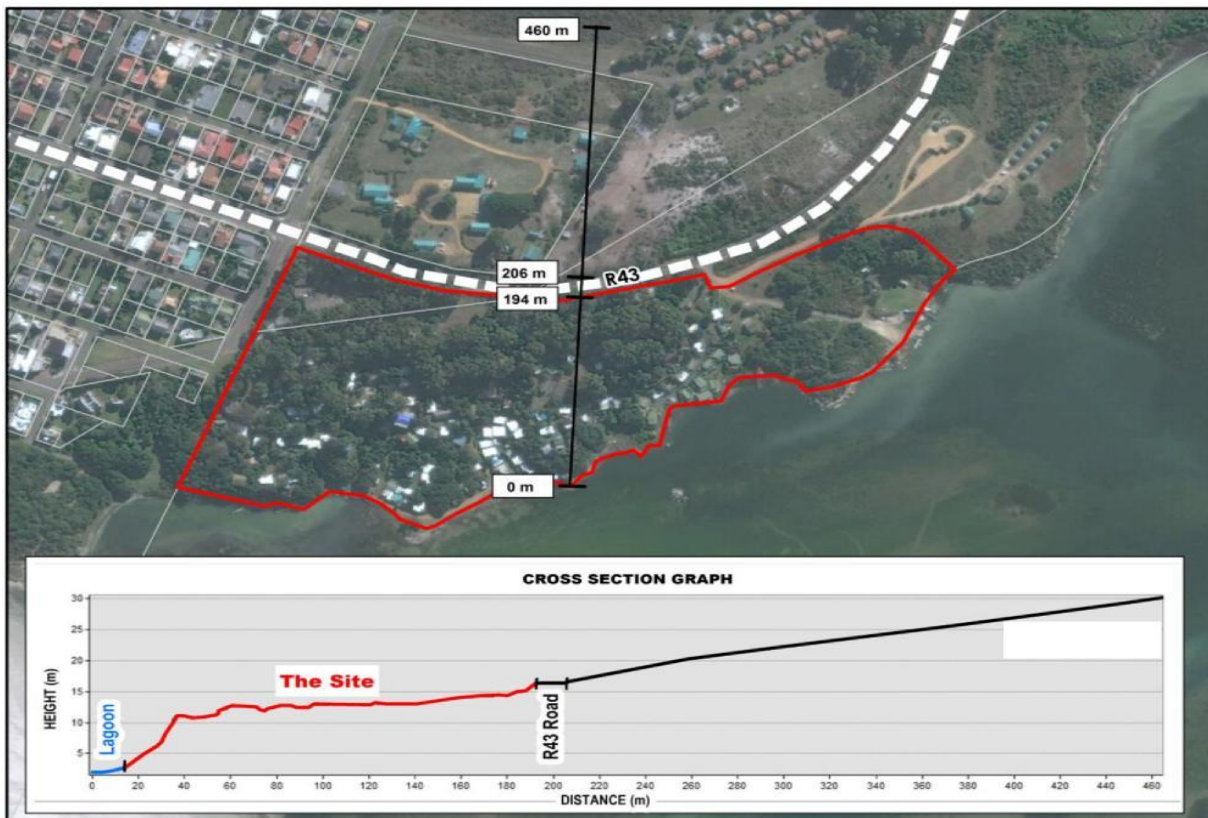


Figure 11: Slope Analysis (Plan 9)



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**5.4.4.3 VEGETATION**

The De Mond Public Resort site is covered by various alien and indigenous trees, which provided good shade and shelter to campers in the past. There are also clusters of milkwood trees on the site, which are classified as endangered species for conservation purposes. Refer to paragraph '6.1.3.1 Vegetation' below for more details pertaining to the trees and vegetation onsite as well as the recommendations in terms of managing/ incorporating the trees into the future site layout and design.

**5.4.5 DESIGN RESPONSE**

Shortlisted bidders would be required to present an innovative concept design approach, plan and response statement during the RFP process. The purpose of this design response would be to indicate an understanding/appreciation of the site context, i.e. surrounding uses, interfaces and site configuration, and to illustrate that the proposed development would be the appropriate development for this specific site.

**5.5 CONCLUSION**

From a planning perspective, it can be concluded that:

- The De Mond Public Resort development site is appropriately zoned to accommodate a resort development. Depending on the proposed combination and mix of uses, minor consent use applications may be required to accommodate uses that are not currently 'as of' rights on the property;
- The proposed resort development of the site is consistent with the current spatial policy directives for the study area, including the spatial designation, objectives and vision;
- The De Mond Public Resort development site has excellent accessibility from existing major roads in the Overstrand Municipal Area and Hermanus (N2 and R43);
- The locality of the site could be described as prime;
- The De Mond Public Resort development site has excellent exposure which makes it most attractive as a holiday and tourist destination;
- Due to its physical characteristics, i.e. size, configuration and slope, the site is regarded as most developable and in fact lends itself towards a creative and efficient design response;
- The aesthetic attributes of the De Mond Public Resort development site include mountain and sea views, lagoon frontage, established trees as well as scenic and visual exposure;
- The above attributes contribute to promote this site as a prime location for establishing a potentially world class holiday resort;
- The De Mond Public Resort development site offers access to an existing boat launching site, which is most beneficial and could potentially be utilised to unlock associated recreational opportunities;
- The proposed resort development of the site could potentially contribute to further enhance Hermanus as one of the most sought after holiday and tourist destinations in the Western Cape. In this regard, it is the Overstrand Municipality's vision to optimise the benefits that the proposed De Mond Public Resort development could unlock for the town and its surroundings.

**6 ENVIRONMENTAL ANALYSIS**

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The discussion below is based on an Environmental Due Diligence Report done by Withers Environmental Consultants pertaining to the RFQ/RFP. The report deals with the potential biophysical / environmental, heritage and engineering-related opportunities and constraints with respect to the proposed De Mond Public Resort development and recommends the necessary steps that should be taken in order to develop the site in an environmentally sustainable and legally correct way.

Even though the 100 year floodline should be considered by the developer entity, it is assumed that, for the De Mond area, this will not significantly reduce the developable area due to the site being very steep therefore the optimum height before breaching would be the factor to consider. The bottom area below the 5m contour line, where structures were previously built, however, should not be considered as being a developable area.

As the discussion in this section indicates a Basic Assessment and not an Environmental Impact Assessment will be required for the proposed development given the size of the development being less than 20ha.

**6.1 BIOPHYSICAL CHARACTERISTICS**

**6.1.1 SOILS AND GEOLOGY**

The soils of the De Mond Public Resort development site comprise a variable thickness of colluvium comprising acidic sand, hill wash talus material comprising small angular rocks of varying sizes lying on the quartzitic sandstones of the Table Mountain Group, which are exposed along the western estuary margin (e.g. between Prawn Flats and Voëlklip).

Rock outcrops occur on the lowest portions of the site. No outcrops were noticed within the top gently south-sloping part of the site but scattered outcrops were noted on the steeper slopes towards the south-end of the site. It is possible that the bedrock is shallow throughout the area to be investigated with the more prominent outcrops occurring among the stands of Milkwood trees. Residual soils are normally absent but may be poorly developed in areas of impeded drainage.

A full Geotechnical Investigation was not undertaken and would have to be done once the extent of the development is known and prior to the construction of buildings. The method would be through the excavation of a sufficient number of pits to cover the land to be developed in order to record the water rest levels; recording of surface features; recording the results of field penetration and laboratory tests as well as a chemical analysis of soil-water extracts - the objective being to determine all possible geotechnical constraints (e.g. with respect to founding, depths, soil wetness and rock) and to propose appropriate mitigation measures to be taken into account in the planning and design of the various components of the De Mond Public Resort development. Existing infrastructure and buildings were previously erected on the site and suitable founding conditions are expected. A Geotechnical Report should confirm such and elaborate on the re-use of materials and constraints in hard rock areas.

(The 1:250 000 geological map, Sheet 3319 Worcester & "Geotechnical Investigation Proposal - Geotechnics Africa, May 2009 have reference).

**6.1.2 SURFACE WATER**

Apart from the adjacent Klein River Estuary, which has been identified by the South African National Biodiversity Institute ("SANBI") as a Freshwater Ecosystem Priority Area, an unnamed stream, which most probably also forms part of the municipal stormwater drainage network of Voëlklip, flows in a general northeast to south-west direction along the western boundary of the De Mond Public Resort development and into the Estuary. The stream presumably arises from seepage water from the slopes of the Klein River Mountains to the north,

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and is piped beneath the R43 Road before emerging on Erf 4831. The stream-banks are steep, and are lined with indigenous forest tree species (notably Milkwoods), along with alien “garden species” and other weeds. A small shed for storing canoes and other small water craft is located on the western bank of the stream where it enters the Klein River Estuary.

No other surface water bodies, streams or natural drainage lines were found to be present on the De Mond site but a portion of the De Mond site near its northern boundary, i.e. just below the R43 road is very wet. This surface flow is likely a result of groundwater seepage flowing from properties to the north, higher up the slope. Subsoil drainage for all roads and parking areas are thus foreseen. In addition a cut-off trench/storm water channel/feature should be considered along the northern boundary of the site.

A number of wetlands and seeps are located near the waters’ edge of the estuary and another wetland area, resulting from seepage water (characterised by Vleitjiesriet Phragmites australis), occurs on the Prawn Flats portion of the site, behind the toilet block. This wetland area should be avoided, and should not be disturbed.

**6.1.3 BIODIVERSITY**

**6.1.3.1 VEGETATION**

According to SANBI, Agulhas Limestone Fynbos (with a ‘Vulnerable’ conservation status) previously occurred on much of the De Mond and KRLP areas<sup>7</sup>. This natural fynbos vegetation has, however, been completely removed due to the history of human settlement and land use.

The De Mond site (above the 5m contour line) now comprises a mixture of exotic and indigenous lawn grasses with large exotic trees providing shade to the camp site and caravan / “park-home” stands including Eucalyptus sp.; Pepper Tree Schinus sp.; Willow Tree Salix sp.; Syringa Melia azedarach and Cyprus Cupressus sp. along with a number of indigenous White Milkwood Sideroxylon Inerme trees.

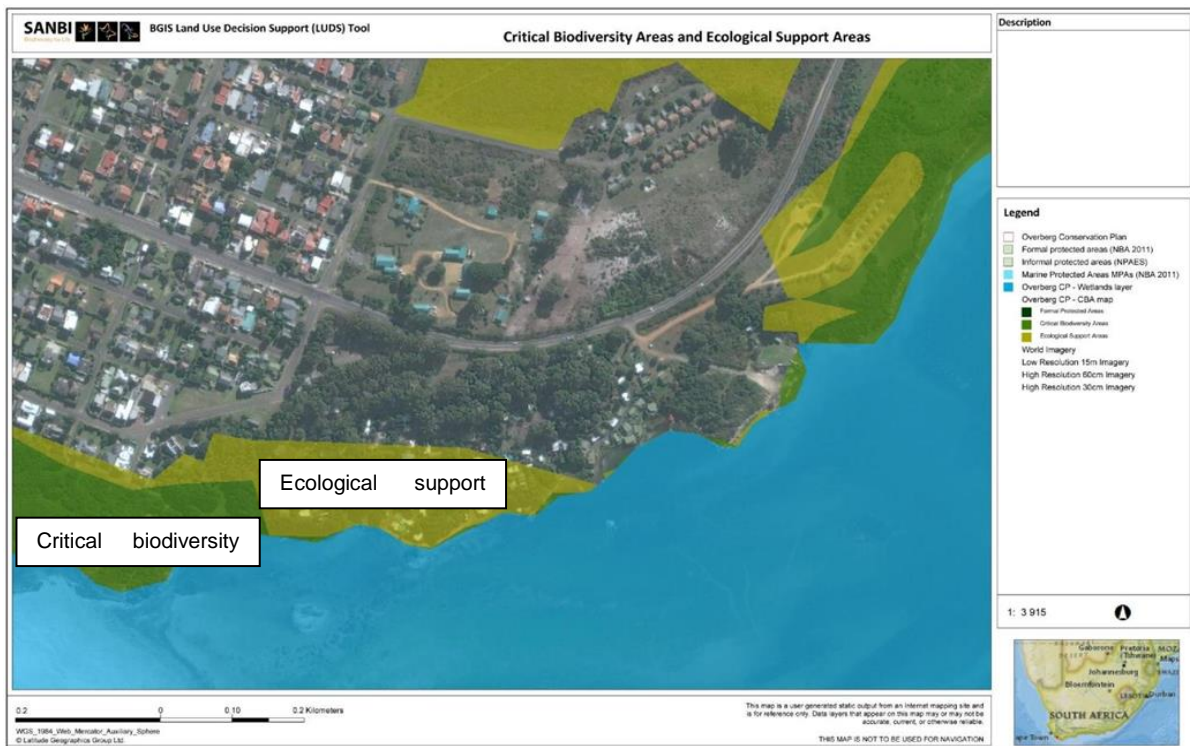
Milkwood trees are protected in terms of the National Forests Act, 1998 (Act No. 84 of 1998), and may not be pruned, disturbed, or removed without a permit from the National Department of Agriculture, Forestry and Fisheries (“DAFF”). Some of the Milkwood trees on the site have, however, been pruned in the past by previous tenants.

Below the 5m contour line (below the De Mond site leading towards Prawn Flats) the vegetation includes areas of Western Cape Milkwood Forest, which is classified as an endangered vegetation type in Government Gazette No. 1002 of 9 Dec 2011, promulgated in terms and of the National Environmental Management: Biodiversity Act, 2004 (Act No. 10 of 2004) (“**NEM:BA**”). Refer to **Photo File –Annexure C2**). Whilst Western Cape Milkwood Forest has not been mapped by the SANBI, only ± 2000 ha of this habitat type remains in existence. Indigenous forest tree species include White Milkwood, Sea Guarrie Euclea racemosa, Camphor bush Tarchonanthus camphoratus, Fine-leaved Ironwood Chionanthus foveolatus, Cape sumach Osyris compressa and Searsia sp.Sand Viooltjie Lachenalia sp. bulbs were also noted amongst the Table Mountain Sandstone rocks under the Milkwood Trees. The portion of the site containing Milkwood Forest has accordingly been classified as an **Ecological Support Area**(“**ESA**”) by SANBI – refer to **Figure 12, (Annexure biplane 10)**.

<sup>7</sup>Judging by the soils and geology of the area, it is likely that Overberg Sandstone Fynbos (with a ‘Least Threatened’ conservation status) and not Agulhus Limestone Fynbos, previously would have occurred on the site.

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Figure 12: Critical Biodiversity Areas and Ecological Support Areas (Plan 10)



Whilst the Milkwood Forest habitat on the site has been invaded by weedy alien “garden species”, and by other weeds, it can be restored to a more natural state. In order to effect such restoration, a qualified Landscape Architect / Urban Designer should be appointed as part of the tender process to provide a plan for the rehabilitation of the site. The Landscape Architect should also, in collaboration with an appointed Environmental Assessment Practitioner (“EAP”), provide guidelines for the removal of alien and weedy plant species from the site, and a list of indigenous and/or non-invasive water-wise trees and shrubs that can be used in gardens and open space areas. The Eucalyptus trees should be removed in a phased manner.

The vegetation at Prawn Flats consists of disturbed, developed areas which are dominated by exotic Eucalyptus and Willow trees, lawn grasses and weeds, and rocky areas along the estuary margin which support natural vegetation.

These rocky outcrops (classified as a **Critical Biodiversity Area by the SANBI**) support a variety of different plant species including succulent species such as *Senecio crassulifolius*, *Cotyledon orbiculata*, *Crassula tetragona* and fynbos species such as *Diosma hirsuta*, *Olea exasperata*, *Phyllis buxifolia*, *Gladiolus priorii* and thicket species such as *Chionanthus foveolata*, *Colpoon compressum* and *Searsia glauca*. The fynbos vegetation in the area has been mapped by the SANBI as Agulhas Limestone Fynbos (classified as Vulnerable) and Overberg Dune Strandveld (classified as Least Threatened).<sup>8</sup>

<sup>8</sup>Judging by the soils and geology of the area, it is likely that this remnant vegetation is Overberg Sandstone Fynbos (i.e. Least Threatened conservation status), and not Agulhas Limestone Fynbos.

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The rocky outcrops also provide a protected habitat for Cape Clawless Otter *Aonyx capensis*. The rocky outcrops form an effective natural barrier and help reduce the pressure of people on the estuary in this area. It is therefore recommended that public access to the rocky outcrops be prevented in order to protect them from trampling (e.g. by providing raised wooden boardwalks along the landward boundary of these outcrops). The outcrops should also be kept clear of alien plant species.

The vegetation along the Klein River Estuary margin comprises Cape Coastal Lagoons. Whilst not threatened vegetation type, a great variety of estuarine birds and water fowl feed and nest in this shoreline vegetation. The glossy pink *Orphium frutescens* flowers in this vegetation type always attract attention, as do the Greater Flamingos; Cape Cormorants; Egyptian Geese; Coots; Terns and Gulls on the estuary, and the various migratory wading birds that frequent the estuarine mud flats and exposed sand bars.

The most common aquatic vegetation includes Eelgrass *Zostera capensis* and *Ruppia maritima*, with Eelgrass more common around the Prawn Flats area. Filamentous algal species are common and large masses of *Enteromorpha bulbosa* are often left stranded to rot on the shoreline when water levels fall (e.g. as a result of breaching the estuary mouth). Other aquatic species include *Sarcocornia natalensis*, Rice grass *Spartina maritima*, *Juncus krausii*, *Sporobolus virginicus* and *Vleitjiesriet Phragmites australis*.

The Klein River estuary also supports relatively high densities of fish such as Southern Mullet (Harder) *Liza richardsonii* and provides important nursery areas for many other marine fish species including White Steenbras *Lithognathus lithognathus*, Cob *Argyrosomus* sp. and Grunter *Pomadasys commersonii*.

The Klein River Estuary has accordingly been rated by the Regional Estuarine Management Programme of the Cape Action Plan for the Environment (“C.A.P.E”) as the 5th most important temperate estuary along the South African Coastline in terms of conservation importance. Since a development set-back line has not been determined for the estuary, the “Estuarine Functional Zone” is defined by the 5 m contour, and no development of habitable buildings should take place beneath this line.

Should the De Mond Resort development site wish to include the development of infrastructure below the 5m contour (such as a board-walk along the edge of the Estuary, increasing the height of the retaining walls at Prawn Flats, to upgrading or replacing the jetty at Prawn Flats, constructing or upgrading of picnic or braai facilities, or construction of new or refurbishing the existing concrete slipways) a specialist Estuarine Ecologist should be appointed to inform such work, and to propose measures to mitigate any negative environmental impacts associated with such work. Such construction within Coastal Public Property could entail the addition of Activity 14 and/or Activity 43 of Listing Notice 1 of the EIA Regulations, 2010 to the list of Basic Assessment Activities applied for.

**6.1.3.2 WILDLIFE**

No wildlife (other than birds on the estuary and in the tree canopies) was observed on the site during the site visit. Cape Dune Mole Rat *Bathyergus suillus* and other rodents (e.g. mice, rats, moles and shrews) may, however, occur on the site, together with Mole Snakes *Pseudaspiscana* and small mammals associated with the estuary (e.g. Water Mongoose *Atilax paludinosus* and Cape Clawless Otter *Aonyx capensis*).

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**6.2 APPLICABLE LEGISLATION**

South African legislation governing environmental management and related matters is extensive, fragmented and sometimes overlaps. The Overstrand Municipality has therefore incorporated specific provisions into strategic municipal documents to promote environmental management objectives as found in the legislation and to ensure lawful administrative action. Examples of such strategic documents are the OGMS, Overstrand Heritage Survey Report (“OHSR”), KREMP, the SDF and the Overstrand Density Survey (the “ODS”).

Environmental legislation specifically applicable to the De Mond Resort Development and in random order discussed below is the following:

- National Environmental Management Act, 8 of 2004 (“NEMA”);
- National Environmental Management: Biodiversity Act, 10 of 2004 (“NEM:BA”) as previously mentioned in this document;
- National Environmental Management: Integrated Coastal Management Act, 24 of 2008 (“NEM:ICMA”);
- National Environmental Management: Waste Act, 59 of 2008 (“NEM:WA”);
- National Forests Act, 84 of 1998 (“NFA”);
- National Heritage Resources Act, 25 of 1999 (“NHRA”); and
- National Water Act, 36 of 1998 (“NWA”).

**6.2.1 NATIONAL ENVIRONMENTAL MANAGEMENT: INTEGRATED COASTAL MANAGEMENT ACT**

The NEM: ICMA provides for the establishment of a coastal set-back line, i.e. the prescribed boundary that indicates the limit of development along ecologically sensitive or vulnerable areas, or along an area that poses a hazard or risk to humans.

Any future development proposal seaward of the coastal set-back line is automatically subject to prior authorisation by the Department of Environmental Affairs and Development Planning (“DEA&DP”) in terms of the NEMA EIA Regulations, 2010.

In the case of estuaries, any development proposal within the above set-back line (or a within a setback line specifically determined for that estuary) would have to be compatible with the vision and objectives defined within the applicable specific estuary management plan, i.e. KREMP, as compiled under the auspices of the C.A.P.E Estuaries Management Programme.

Until such time as a specific coastal set-back line (also called a “process line”) has been determined for the Klein River Estuary and adopted by the Municipality and by the DEA&DP, the KREMP and other consulting recommendations appear to agree that the 5 m above MSL contour line be used as a preliminary coastal development set-back.

Therefore no development of buildings should take place within the “Estuarine Functional Zone”, which is defined by the 5 m above MSL contour line. The development of other infrastructure, e.g. board-walks, jetties, retaining walls, picnic areas etc., could be allowed along the edge of the estuary (below the 5m contour), should such development be advised and guided by a specialist Estuarine Ecologist, and should such development be in-line with KREMP.

Similarly, no KRLP buildings should be retained below the 5 m contour, since such infrastructure could be vulnerable to the effects of storm surges exacerbated by the effects of long-term climate change and associated predicted sea-level rise.

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The SANBI states that 100m buffers of healthy natural vegetation should always be maintained around river and wetland Freshwater Ecosystem Priority Areas (such as the Klein River). As such, the relevant Activities listed in the EIA Regulations, 2010 pertaining to development within 100m of the coast should be included in the Basic Assessment Application.

**6.2.2 NATIONAL ENVIRONMENTAL MANAGEMENT: WASTE ACT**

Upgrading of the sewage reticulation network on the site associated with the re-development is unlikely to trigger any of the 2013 Waste Management Activities for which a Waste Management Licence is required.

**6.2.3 NATIONAL FORESTS ACT**

The vegetation on the site includes areas of Western Cape Milkwood Forest, which is classified as an endangered vegetation type and protected under NEM:BA and individual Milkwood Trees which are protected in terms of the NFA. Thus should any areas of Milkwood Forest (refer to paragraph 6.1.3.1) be removed or pruned or disturbed as part of the re-development of the site Activity 26 of Listing Notice 1 and Activity 12 of Listing Notice 3 will need to be added to the list of Basic Assessment Activities applied for and a Permit Application will need to be obtained from DAFF and appended to a Basic Assessment Report.

However, since most of these trees occur below the 5 m contour line such removal or pruning of these trees need not occur and is not recommended.

**6.2.4 NATIONAL HERITAGE RESOURCES ACT**

Section 38 (1) of the NHRA requires that any person who intends to undertake certain categories of development must submit a Notification of Intent to Develop (“NID”) to Heritage Western Cape (“HWC”) or the South African Heritage Resources Agency (“SAHRA”) at the very earliest stage of initiating such a development and must furnish details of the location, nature and extent of the proposed development. The categories of development that trigger a NID inter alia include any development or other activity which will change the character of a site exceeding 5 000 m2 in extent.

The De Mond Resort Development will cover an area in excess of 5 000m2. The compilation and submission of a NID to HWC can be undertaken by an appointed EAP or Heritage Consultant. Whilst no separate public participation process is required for the NID submission to HWC, the NID should be appended to a Basic Assessment Report.

It is unlikely that HWC would require additional studies to be undertaken (such as a Visual or Heritage Impact assessment) but these could be handled on behalf of a developer by a heritage practitioner or an EAP.

Although the De Mond Resort Development site is situated at the eastern entrance to the town of Hermanus, negative visual impacts associated with the re-development of the site are unlikely to occur, especially if some of the large Eucalyptus trees, which effectively screen the site from the R43 Road are retained until such time as they are replaced with suitable indigenous species in a phased manner. The design response as referred to under par. 5.4.5 will need to include the phases to be followed.

A stream runs along the western edge of the site which borders onto the existing Voëlklip residential area. Thus any future development should be set back from the upper banks of this stream as advised by an EAP or a Landscape Architect and by combining appropriate landscaping, fencing and tree planting, visual impacts on the adjacent suburb of Voëlklip would likely be minimal.

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**6.2.5 NATIONAL WATER ACT**

An application for a Water Use Licence (“WULA”) will need to be submitted to the Department of Water Affairs (“DWA”). Given that construction in or within 500m of a watercourse (i.e. the Klein River Estuary and the un-named stream on the site) will be taking place a General Authorisation (“GA”) in terms of Section 21(c) and (i) of the NWA will most likely not be sufficient. An early stage consultation with DWA will clarify the matter which application can then be done by an EAP with inputs from an **Estuarine Ecologist** (if deemed necessary by DWA). A WULA or GA is also appended to a Basic Assessment Report.

**6.2.6 NATIONAL ENVIRONMENTAL MANAGEMENT ACT**

The proposed project will trigger listed activities in Listing Notices 1 and 3 of the EIA Regulations, 2010, and as such a Basic Assessment (BA) Process will need to be undertaken in order to obtain Environmental Authorisation for the proposed project from the Department of Environmental Affairs and Development Planning (DEA&DP).

The activities which, as a minimum, may, in terms of the EIA Regulations, 2010, be triggered by the De Mond Resort Development as well as the Basic Assessment Process are dealt with in **Annexure D**.

**6.3 ENVIRONMENTAL OPPORTUNITIES AND CONSTRAINTS**

**6.3.1 OPPORTUNITIES**

The following opportunities with regard to the re-development of the site should be considered in the design of the resort, and in determining and attracting target markets etc.:

- The site is located within the Urban Edge of Hermanus.
- The site is well-located being two hour’s drive from Cape Town, with easy access to the N2 and to the Overberg hinterland via the R43 Road, adding to its potential for re-development i.e. a large catchment area.
- Much of the site above the 5m contour line has a gentle slope on which habitable buildings can be easily developed.
- Areas below the 5m contour level can be developed for recreation facilities, play-park, swimming pool, sun-tanning decks, braai areas etc.
- The site is exceptionally well located from aesthetic and recreational tourism points of view due to the nearby proximity of the Fernkloof Nature Reserve, Klein River Mountains, estuary, lagoon, coastline and beach.
- Tourism and recreational activities that could be developed and enhanced include kayaking, ferry cruises, boating wind-surfing, kite-surfing, fishing, hiking and bird-watching.
- The beautiful Milkwood Trees and indigenous forest patches on the site should be protected, and incorporated into the layout of the proposed development.
- The re-development of the site will create much-needed jobs, e.g. hospitality, gardening and domestic staff, will increase revenue earned through tourism, e.g. through increased occupancy rates at the resort, and through the purchasing of goods and services within the Municipal area.

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6.3.2 CONSTRAINTS

The following constraints should be taken in account in the design of the Site Development Plan (“SDP”) in order to help ensure that the site is developed in an environmentally sustainable and legally correct way. Refer to **Figure 13, (Annexure biplane 11)**.

- Some of the existing concrete foundations extend underneath established Milkwood Trees. These structures will need to be removed with extreme care (by hand). No structures will be allowed against or underneath these trees.
- Since they provide shade and shelter from the elements (e.g. wind and rain), and screen the De Mond site from the R43 Road, the existing large alien trees (e.g. Eucalyptus and Willow trees) should be phased out over time by replacing them with suitable indigenous trees. In addition to invading natural habitats, Eucalyptus trees are known to use vast quantities of water, and regularly drop large branches (which can damage property, and injure or even kill people).
- No development of habitable buildings will be allowed below the 5m contour line, in order to maintain an effective development set-back line between the development and the estuary. Similarly, KRLP buildings should not be retained below the 5 m contour line.
  - By restricting development to above the 5 m contour line, the “Estuarine Functional Zone” will be protected, and the future development will be safeguarded against the effects of storm surges, which may be exacerbated by the effects of long-term climate change and associated predicted sea-level rise.
  - An argument can, however, be made to refurbish / replace existing boat houses and other infrastructure below the 5 m contour line (i.e. to replace ‘like’ with ‘like’), provided the relevant Basic Assessment Activities are added to the list of Basic Assessment Activities applied for.
- Any future development should be set back from the upper banks of the stream which runs along the western boundary of the site, the advantage being that such a buffer will aid in mitigating visual impacts of the proposed re-development of the site.

**Figure 13: Environmental Constraints Map (Plan 11)**



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**6.4 RECOMMENDATION**

It is recommended that the preferred bidder as selected through the RFQ/RFP processes appoint an Environmental Control Officer (“ECO”) to oversee the construction of the project in terms of the approved EMP in order to ensure that the development is done in an environmentally responsible and sustainable manner.

**7 ENGINEERING SERVICES**

The discussion below is based on a Preliminary Technical Services Information Report done by Lyners Consulting Engineers with inputs from GLS Consulting (Pty) Ltd in respect of the bulk water and sewer services. It intends to reduce uncertainty surrounding possible restrictions and enable the calculation of financial bulk development contributions for the required bulk services upgrades as well as clarification of possible conditions by other authorities.

**7.1 EXISTING SERVICES INFRASTRUCTURE**

The existing water, sewage and electricity services infrastructure on the development site(of which the bulk is an existing albeit vacant caravan park)is old and/or basic, mostly in a poor condition in need of upgrading thus not much of it would be useable in its current condition.

The water pipes are old asbestos pipes and need to be abandoned. The conservancy tanks and sewage pumping stations should be replaced and additional sewage pumping stations will be required albeit the rocky embankment and topography of the site creates difficulty for sewer services. The bulk electricity network feeding the development site must be upgraded. The existing low voltage overhead lines reticulating the site are so dilapidated that further use thereof is strongly discouraged.

The current access roads would need to be upgraded and the current surfaced ring road in De Mond is also in a poor condition. The stormwater system must be completely redesigned.

**7.2 DEVELOPABLE SPACE AND OPPORTUNITIES**

The top part of the development site has a gentle slope towards the estuary and is suitable for development and all engineering services. The top part of the site is also mostly above 10m MSL and provides excellent views over the estuary. The embankment in certain areas creates a steep slope with no development opportunities, but in other areas some terraces were formed which could be engineered further to create special locations for chalets with exceptional views. Figures 14 and 15, (**Annexure B, Plans 12, 13.1 & 13.2**), indicate the developable and undevelopable areas.

**Figures 16 and 17 (Annexure B, Plans 14 & 15)**, indicate medium slope opportunities with Figure 17 showing the opportunity to use retaining walls to increase developable space.

Some of the developable areas are in close proximity to an unnamed stream which starts at the outlet of a stormwater pipe and crosses part of the site and the redevelopment of this area, if considered, must be included in the Basic Assessment as discussed in par. 6.

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Figure 16: Medium Slope Opportunities for Development (Plan 14)

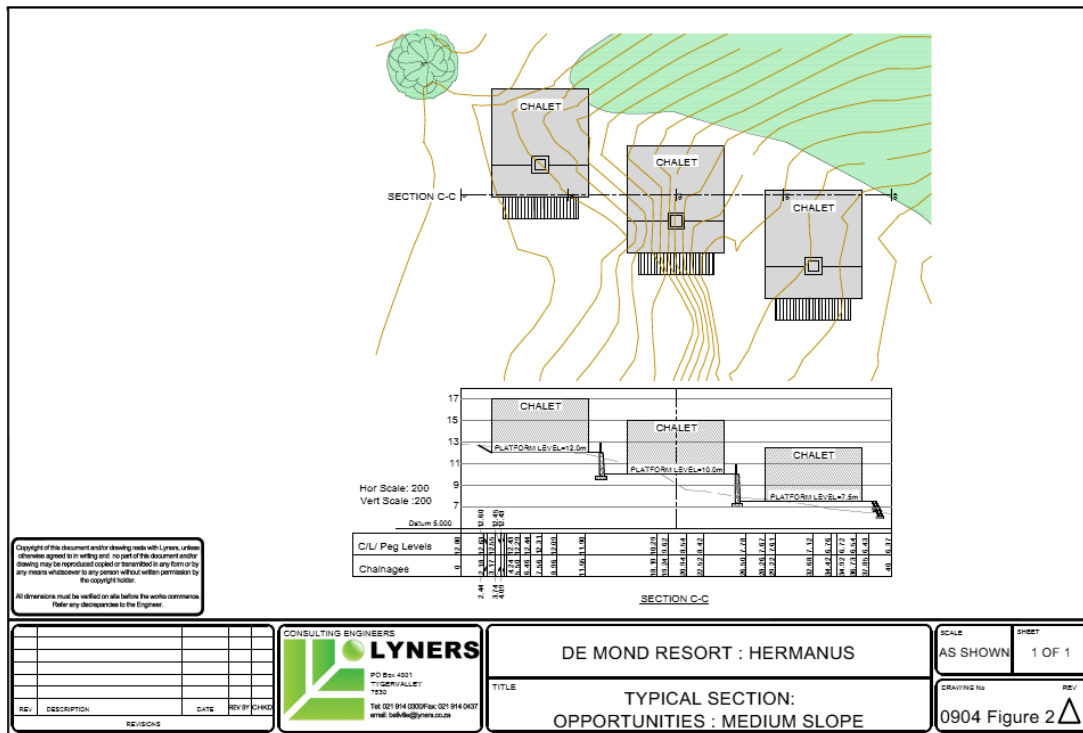
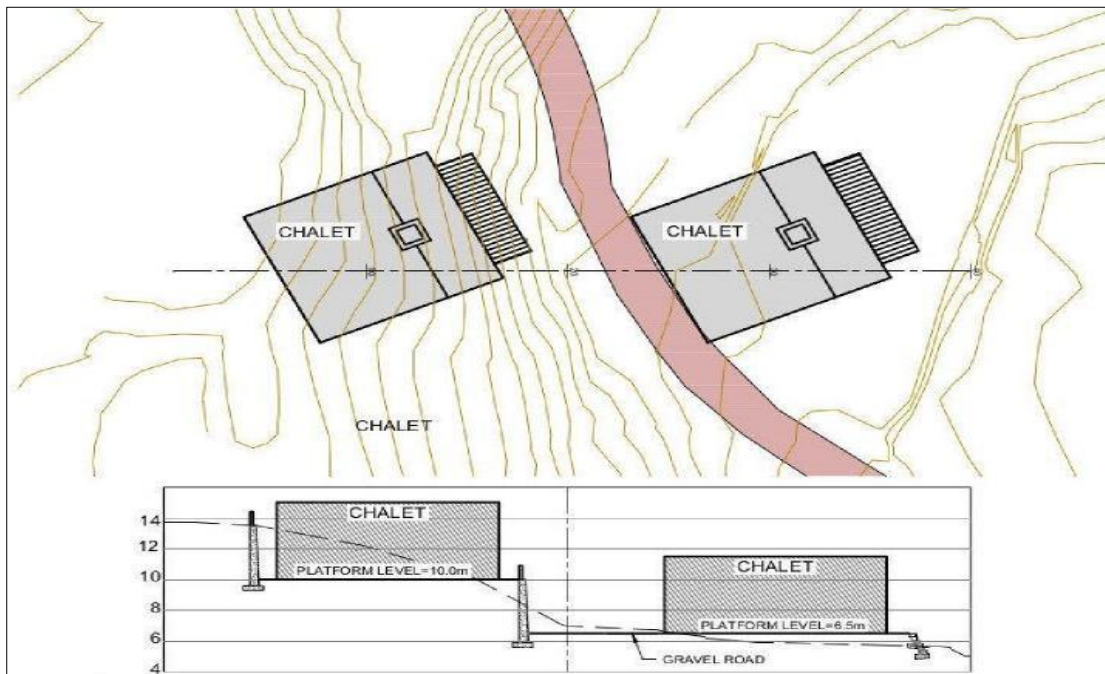


Figure 17: Medium Slope Opportunities: Using Retaining Walls to increase Developable Space (Plan 15)



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**7.3 DEVELOPMENT SCENARIO**

In accordance with the development objectives and in line with the development criteria/parameters applicable to the development site, including possible consent uses and the environmental due diligence analysis, **the following redevelopment scenario was assumed** to determine the availability of existing services and the required upgrade and extension of engineering infrastructure:

- 240 Chalets/self-catering units, i.e.in the form of 120 structures containing two units or a combination of one to three or more units per structure;
- A guest lodge/hotel consisting of 50 rooms and which could include conference facilities;
- Resort facilities such as gift shops, lecture rooms, conference facilities, restaurants, an entrance gatehouse, a reception area to the resort, a parking area, water features and recreational activities such as squash and tennis courts, swimming pools, etc.

It should be noted that the above development profile is not prescriptive and is only one of many combinations of possible development scenarios but it provides a departure point for indicating the availability of services and available capacities in these services. Thus, should a development with higher density and increased demand on services be considered, the development will need to be re-modelled to confirm the sufficiency of the services.

**7.4 CIVIL ENGINEERING SERVICES**

The All civil engineering design and investigation work is based on the Guidelines for Human Settlement Planning and Design (commonly referred to as the “Red Book”) and must comply with the standards set forth by the Civil Engineering Department of Overstrand Municipality. A copy of the Municipality’s minimum standards is included in Annexure E.

**7.4.1 ACCESS AND ROADS**

**7.4.1.1 SITE ACCESS AND PARKING**

The site is accessible from 10th Street and from 17th Avenue. 17th Avenue provides direct access from the R43 (7th Street). It is assumed that the current access to the De Mond site will be retained. The access should be upgraded to allow access for tour busses, fire-fighting, emergency and refuse removal vehicles, if necessary. The site is large enough to allow convenient on-site turning for tour busses and ample parking for visitors to the proposed resort. A separate service entrance from 17th Avenue could be considered.

In addition the current public access to Prawn flats and the slipway/boat ramps must be maintained. This access is directly from the R43 and could be a controlled access, in which case sufficient stacking distances for vehicles with trailers must be provided. A Traffic Impact Assessment (“TIA”) will be required to verify the effect of the proposed development on the existing road infrastructure. This study can however only be undertaken when the final development parameters are determined and fixed. Although only minor upgrading is foreseen, a provisional amount is included in the costs estimates.

**7.4.1.2 INTERNAL ROADS FOR THE DEVELOPMENT**

The internal roads must allow for:

- Turning and parking areas for tour busses;
- Access for the fire-fighting emergency vehicles; and

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- Refuse collection vehicles only if the refuse is not prior to municipal removal, internally collected and temporarily stored at a refuse collection area at the service entrance to the development.

According to the Standard By-Law Relating to Community Fire Safety (Provincial Notice P.N227/2066 of 14 July 2006), the minimum width of fire lanes shall be 4m and these lanes must provide a vehicle access to a location within 45m of each chalet. The layout of the fire lanes must be confirmed with Overstrand Municipality and must comply with this By-Law.

The layer works design of the roads can only proceed once the geotechnical investigation is completed. The pavement design must be done in terms of the applicable Technical Recommendations for Highways (“THR”) guidelines, the Red Book and any specific design requirements of Overstrand Municipality.

The quality of the in situ material will have an impact on the pavement structure finally adopted. The design could further be modified depending on the outcome of the geotechnical investigation and should be designed using Mechanistic Design approaches.

Considering the possible larger vehicles such as tour busses, the level of service, the possible perched water table and the turning frequency, the selective use of interlocking pavers is provisionally foreseen.

It is also foreseen that all roads will be provided with subsoil drainage. In addition, considering the locality and sensitive environmental area, overland stormwater drainage should be allowed for. The latter design should, as far as possible, include limited stormwater pipes. Should open water features form part of the development, the stormwater could be directed to pond systems which could aid in the treatment of stormwater.

The strategy and design philosophy will have to be discussed and agreed with Overstrand Municipality.

**7.4.2 WATER SUPPLY**

**7.4.2.1 WATER DEMAND**

The estimated average daily water demand of the De Mond Resort Development based on the above development scenario and full occupancy is 140kℓ/day which compares well with the 133,3 kℓ/day original water analysis for this area as included in the Overstrand Water Supply Master Plan. This value includes some provision for irrigation purposes.

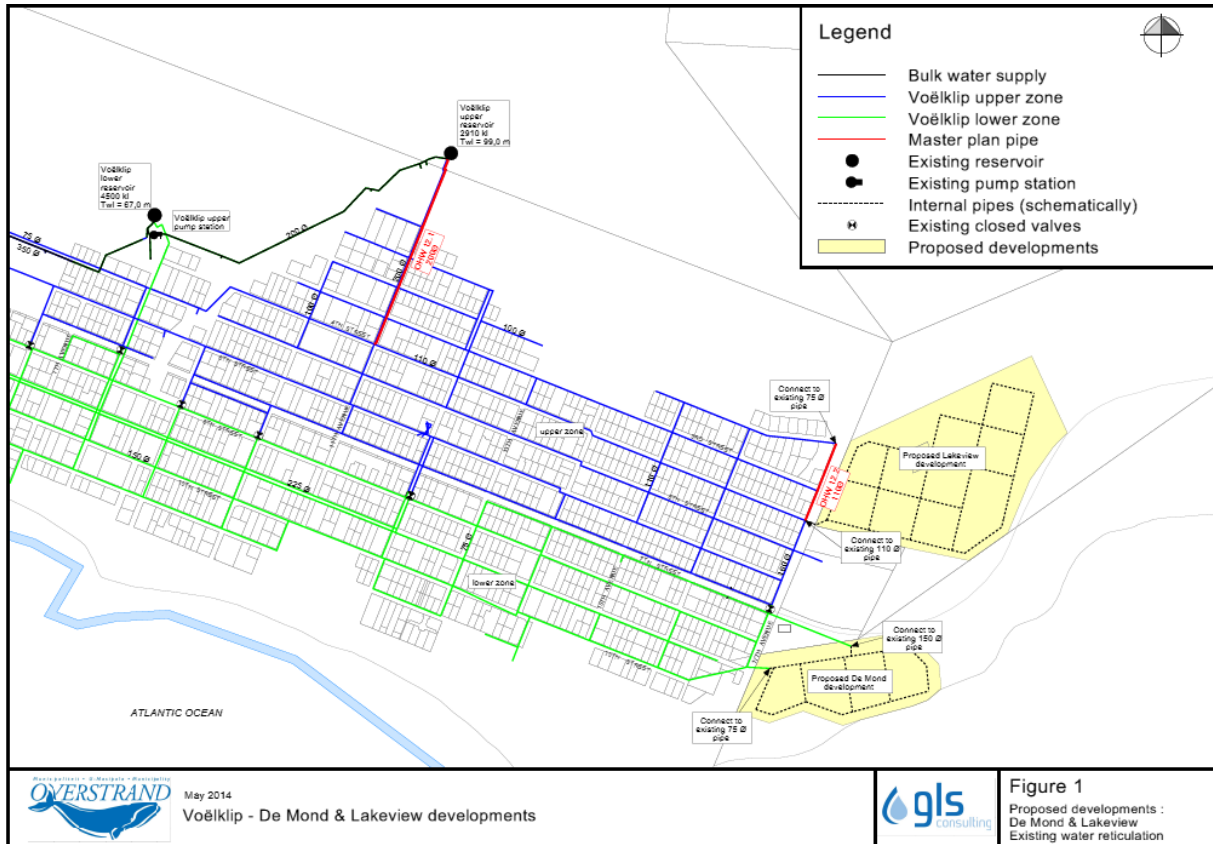
The development is classified in terms of fire water provision as low risk with a fire water demand of 15ℓ/s. Limited provision was made for irrigation purposes and should a significant irrigation water demand be foreseen the development of boreholes should be included.

**7.4.2.2 EXISTING BULK SERVICES: RESERVOIR AND BULK WATER SUPPLY PIPELINES**

The master planning analysis indicates that the proposed De Mond development on a portion of Erf 4831 should be accommodated in the existing Voëlklip lower reservoir zone and that the existing low level Voëlklip water reservoir has sufficient capacity to serve the proposed De Mond Resort Development. The capacity of this reservoir is 4 500kℓ and was sized to provide 48h water storage. The connections to the existing system should be done on the existing reticulation network as shown on **Figure 18, (Annexure B, Plan 16)**.

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Figure 18 Existing Water Reticulation (Plan 16)

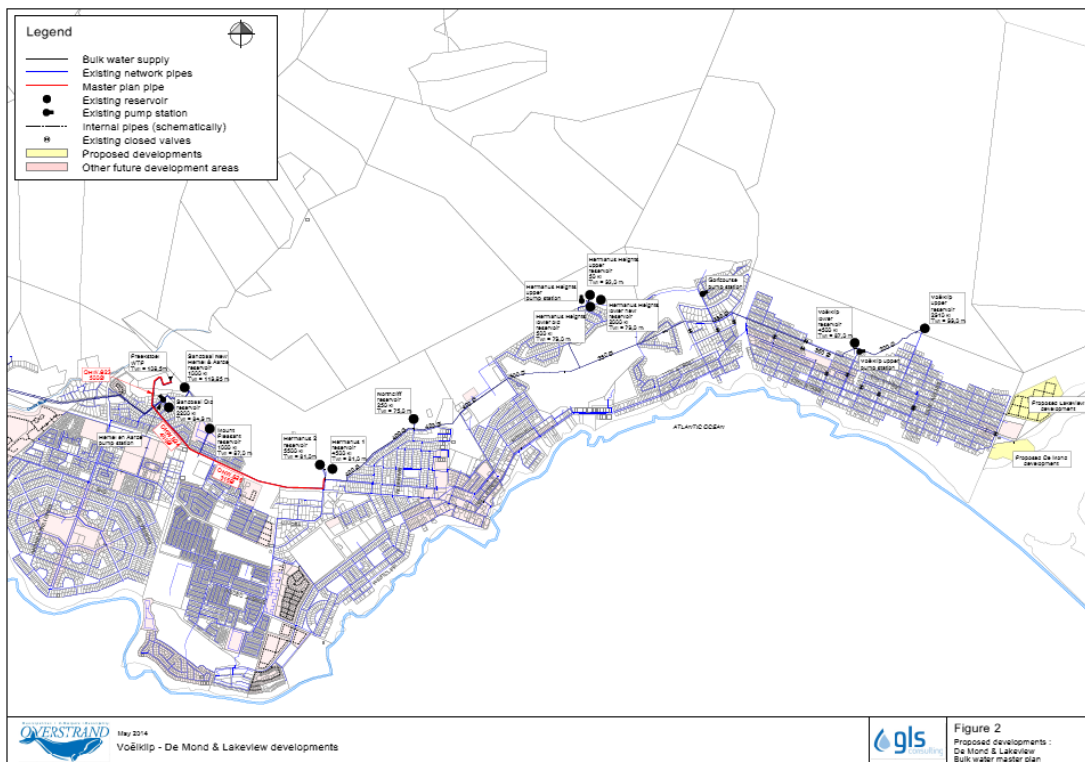


The Voëlklip reservoir is supplied with water from the recently upgraded and extended Preekstoel Water Treatment Works (“WTW”) through bulk pipelines. The WTW and the bulk pipelines, at this stage, have sufficient capacity to supply water for the De Mond Resort Development. The timing of the De Mond Resort Development, however, is uncertain and should other future developments coincide with the development of the De Mond Resort, the spare capacity available in the bulk pipelines could be exceeded and additional pipelines from the Preekstoel WTW would be required. These pipelines are masterplan items OHW. B23 to OHW.B25 and are indicated in **Figure 19** albeit the routes of the proposed pipelines as schematically shown **on Figures 18 & 19(Annexure B, Plans 16 & 17)** must still be finalised subsequent to detail pipeline route investigations.

A provisional amount is included in the cost estimate for a pro-rata contribution for the additional pipelines.

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Figure 19: Bulk Water Master Plan (Plan 17)



**7.4.2.3 EXISTING VOËLKLIP WATER NETWORK**

The GLS study also included an analysis of the Hermanus internal water network. A water connection for the De Mond Resort Development is available in 17th Avenue, but the existing 75mm diameter water pipe in this Avenue must be upgrade to a 160mm diameter pipe. This upgrade can be undertaken by means of pipe bursting techniques which are the preferred method for upgrading the network.

**7.4.2.4 PROPOSED INTERNAL DISTRIBUTION SYSTEM**

The site is currently partially serviced by 75mm diameter asbestos cement pipes and small diameter pipes installed on an ad hoc basis over the years. These pipes must be abandoned.

The internal distribution network must consist primarily of HDPE or PVC-U PN12 pipes, with individual unit connections branching off. A basic network of larger diameter pipes to fulfil the fire requirements with smaller diameter pipes to supply the normal domestic demand must be provided.

**7.4.2.5 METERING**

A flow meter complying with the municipal standards must be installed at the main feed water line on the western side of the development in 17th Avenue. Individual water meters could be installed per unit dwelling to gauge the domestic usage of water, but it is not a Municipal requirement.

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**7.4.3 SEWAGE DISPOSAL AND SEWER NETWORK**

The De Mond and Lakeview developments fall within the existing Scout Camp PS (“PS”) drainage area.(Note: Lakeview is a development across the R43 from the De Mond Resort Development. It has no relation to the latter and must not be construed as such).

**7.4.3.1 DESIGN FLOW**

The estimated average dry weather flow from the development is 90kℓ/day for the assumed development scenario. The peak dry weather flow will be approximately 5ℓ/s and the peak wet weather flow approximately 8ℓ/s. This is in line with the original sewer master plan in terms of which the peak day dry weather flow (PDDWF) for future development area GH18 (the proposed De Mond development area) was calculated at 94,7 kℓ/d.

**7.4.3.2 DRAINAGE AREA AND SEWERAGE UPGRADES**

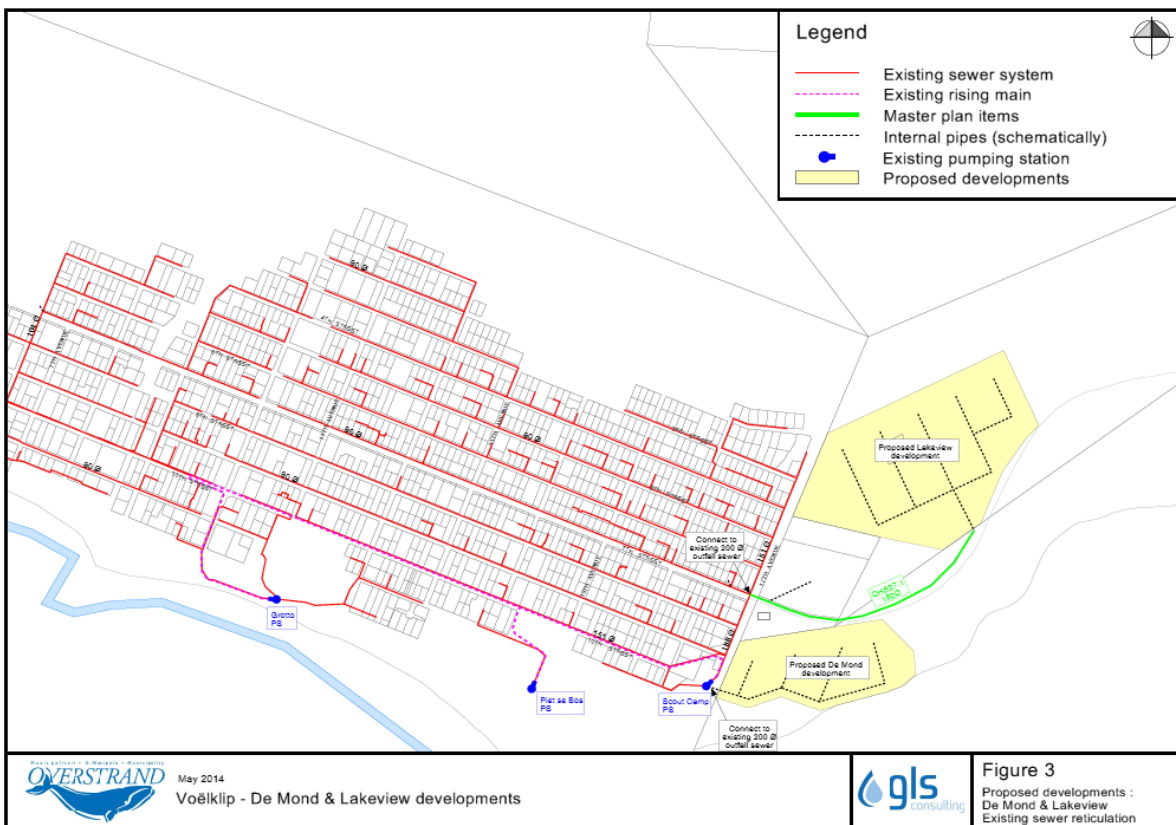
The sewage from the proposed development must drain to the Scout Camp PS from where it will be pumped through an existing 200mm diameter rising main to the Mossel River PS drainage area. Sewage is pumped from the Mossel River PS to the Hermanus Wastewater Treatment Works (“WWTW”) drainage area from where it gravitates to the WWTW. The route of the proposed pipeline is schematically shown on **Figure 20, (Annexure B, Plan 18)**, but has to be finalised subsequent to a detail pipeline route investigation. The recommended positions for the sewer connections for the proposed developments are at the existing 200 mm diameter outfall sewer in 17th Avenue as shown on Figure 20.

The independent investigation undertaken by GLS Consulting Engineers has shown that the existing sewer network will require certain upgrades in order to meet the demand of the De Mond Resort Development. The Scout Camp PS has sufficient capacity to accommodate the development, but requires refurbishment and upgrading.

The analysis further showed that there is sufficient capacity in the existing 315 mm diameter and 355 mm diameter sewers gravitating towards the Mossel River PS in order to accommodate the proposed developments but given the combined peak flow that can arrive at the Mossel River PS, the Mossel River PS has insufficient capacity to accommodate any additional developments. There is also insufficient capacity in sections of the downstream 200 mm and 450 mm diameter bulk sewer gravitating towards the Hermanus WWTP. Upgrading of the Mossel River PS and the existing 200 mm and 450 mm diameter bulk sewer are therefore required in order to accommodate any additional developments served by the Mossel River and Hermanus 4 pumping stations.

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Figure 20: Existing Sewer Reticulation (Plan 18)



The routes of the proposed pipelines are schematically shown on **Figure 21, (Annexure B, Plan 19)**, but have to be finalised subsequent to detail pipeline route investigations.

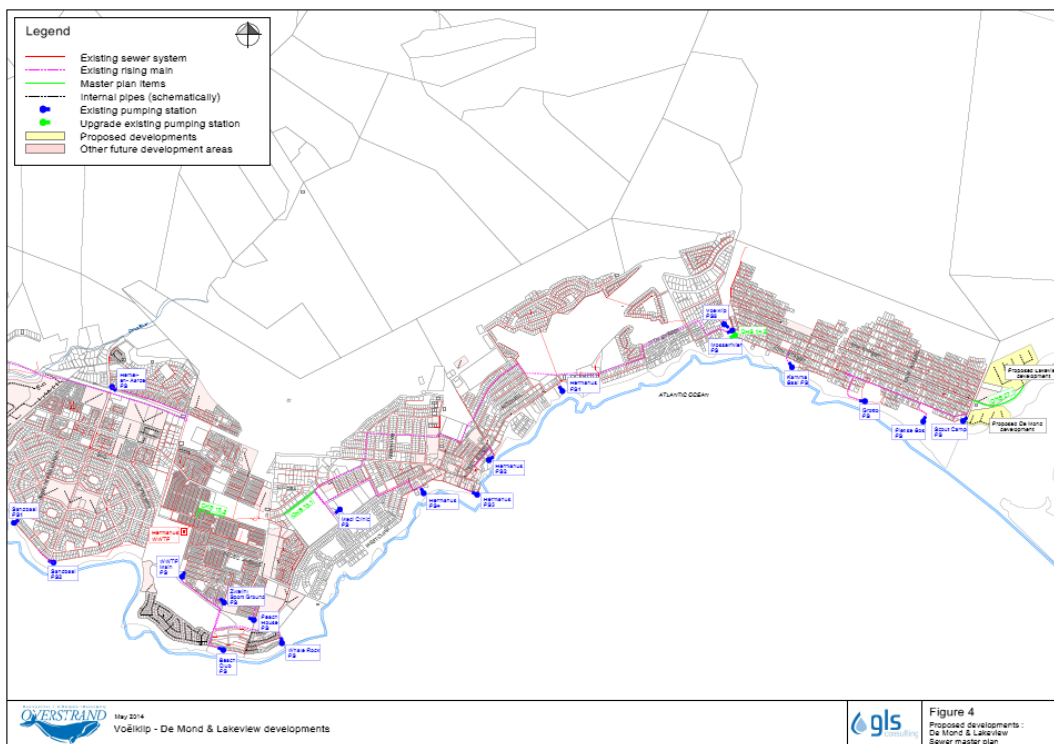
There is sufficient capacity in the existing water system to accommodate the proposed development. However, the following upgrades to the sewer system are required:

- The Mossel River PS will require upgrading to a duty point of 75l/s,
- Master plan items OHS13.1 and OHS13.2 which include additional sewer pipes in the Hermanus industrial area and Zwelihle respectively; and
- Refurbishment of the Scout Camp PS.

Both the Scout Camp- and Mossel River sewage PSs are located in environmentally sensitive areas. There is sufficient treatment capacity at the WWTW for the envisioned additional sewage.

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Figure 21: Sewer Master Plan (Plan 19)



The developer of the De Mond Resort will be liable for the Bulk Services Levy (as calculated by the Overstrand Municipality) as a contribution towards water infrastructure and the Bulk Services Levy (as calculated by the Overstrand Municipality) as a contribution towards sewer infrastructure. (Refer to Cost Estimate below).

**7.4.3.3 EXISTING SEWERAGE**

The De Mond site is currently partially serviced with ablution facilities which drain towards two sewage pumping stations. These pumping stations also currently pump sewage from Lakeview (comprising of approximately 20 chalets) and KRLP (comprising of approximately 20 “gypsy” homes) by rising main to the Scout Camp municipal sewage pump station from where it is conveyed to the Hermanus WWTW.

**7.4.3.4 PROPOSED SEWER RETICULATION AND PUMPING STATIONS ON THE SITE**

A new sewage reticulation system consisting of 160mm PVC class 34 heavy duty sewer pipelines must be constructed to service all the units and individual 110mm dia chalet connections must be provided. Pending the final development proposal and considering the topography of the site, the sewer reticulation system will probably have to drain towards three new sewage pumping stations on the site. Any sewage pumping station on the site must be provided with at least 4 hours of emergency storage and sufficient emergency electricity supply through on-site diesel generators. A new sewage rising main must be constructed to convey sewage to the Scout Camp PS or the 200mm dia sewer which feeds into the pumping station. The sewer reticulation must also provide for a connection for the existing Lakeview units.

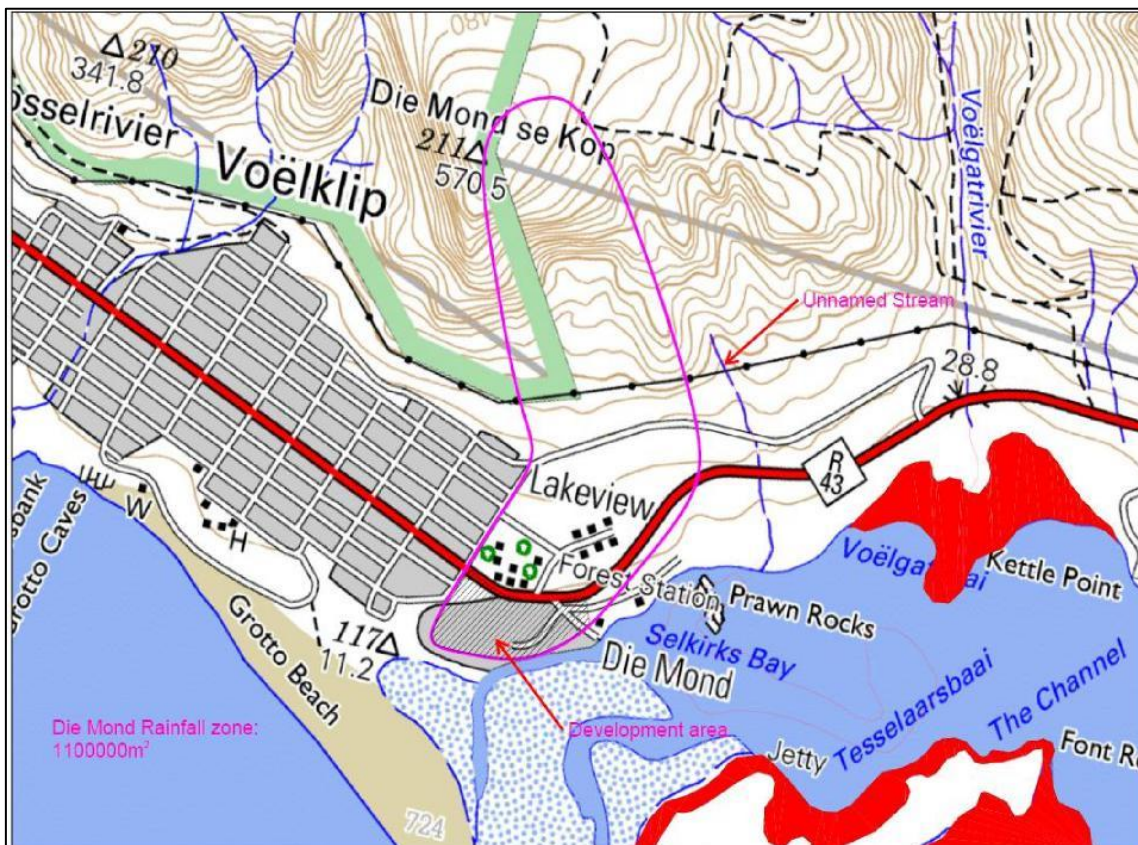
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**7.4.4 STORM WATER MANAGEMENT**

**7.4.4.1 EXISTING SYSTEM AND DRAINAGE**

The De Mond site currently drains towards the South and West to a storm water stream along the western edge of the caravan park where a minor stormwater pipe daylights and also drains directly into the Estuary. The R43 road and side channels provide a cut-off drain for stormwater from the higher lying areas and the mountain and divert the stormwater to the Prawn Flats portion of the site. The area above the site from where stormwater drains towards the cut-off drains is approximately 100ha and is indicated in **Figure 22**.

**Figure 22: Stormwater Drainage above the Site**



A minor stream flows from the mountain on the eastern side and further east is the Voëlgat River. Both these two drainage areas do not form part of the site. The setback line (also referred to as the erosion line and is provisionally the 5m contour line) is set high above the Mossel River and much higher than previously observed flood levels.

**7.4.4.2 PROPOSED STORM WATER SYSTEM**

Stormwater should flow primarily in shallow open channels. Catch pits, manholes and limited concrete underground piping could also be installed. All stormwater should be directed towards Mossel River and retention ponds will not be required. A Stormwater Management Plan (“SWMP”) will however have to be prepared and should be included in the Environmental Approval application.

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**7.4.4.3 OVERLAND ESCAPE ROUTES**

The Overland stormwater escape routes must be provided in strategic locations to ensure controlled flow of stormwater run-off into the Mossel River estuary during high rainfall events.

**7.4.5 REFUSE REMOVAL**

The Overstrand Municipality will collect the refuse from the development as it is located along an existing municipal refuse collection route. A dedicated refuse storage area that complies with the Overstrand Municipality’s Integrated Waste Management By-law, 2013 should be constructed at the service entrance to the development to facilitate the removal of the refuse. Refuse collected will be disposed of at a licensed municipal waste disposal facility which has sufficient capacity for the development.

**7.5 ELECTRICAL ENGINEERING SERVICES**

The design of new electrical infrastructure for the proposed development must be done in close liaison with the electricity department of Overstrand Municipality and must be based on the latest municipal guidelines on electricity supplies.

All information provided below was discussed with the electricity department located at the offices of Overstrand Municipality in Onrus.

**7.5.1 ESTIMATED ELECTRICITY DEMAND**

The maximum electricity demand for the total development, based on the anticipated scope of the development is estimated at 850 kVA. This demand does not include the existing Scout Camp sewage pumpstation, which will have to be serviced outside of this development.

It is important to take note that any significant deviation from the anticipated scope of the development as provided above shall necessitate the re-calculation of this estimated maximum demand. Furthermore, the maximum demand is calculated by assuming full occupancy of the development.

**7.5.2 EXISTING INFRASTRUCTURE**

Two (2) existing 11 kV cables, one entering the development from 17th Avenue and another exiting the development along the same route, is currently feeding a 500 kVA miniature substation on the site. From this miniature substation, via a secondary 11 kV ring main unit, an 11 kV cable is currently feeding the “See en Sand” area. This cable operates as a “T-off” from the main 11 kV cable ring, and must be retained in the future proposed network for the De Mond development.

From the mentioned miniature substation some existing low voltage overhead lines are reticulating the site. The condition of these overhead lines is however in such a dilapidated state that the re-use thereof is strongly discouraged. Some old distribution boxes are present on site but can also be regarded as non-usable.

**7.5.3 PROPOSED SUPPLY POINT**

The bulk supply point for the development will be at the entrance to the site from 17th Avenue. A new 11kV metering point as per the municipal guidelines, with an 11kV circuit breaker complete with minimum overcurrent and earth fault protection, must be installed at this point. The

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internal 11kV network will remain the responsibility of the development for which a competent person in terms of the Occupational Health and Safety Act (“OHSA”), 85 of 1993 must be appointed.

The bulk 11 kV network feeding the area wherein this development is situated currently does not have any surplus capacity to accommodate the additional load, and the following up-stream upgrading needs to be done for the account of the developer:

- Installation of a new 185mm<sup>2</sup> primary 11kV feeder cable from Kwaiwater switching station to the De Mond Resort Development.
- Upgrading in the existing Kwaiwater 11kV switching station to accommodate the new primary feeder cable.

**7.5.4 PROPOSED INTERNAL SERVICES**

Although the internal 11 kV and low voltage networks shall remain the responsibility of the development, it is still a requirement that all designs for these services be based on the latest guidelines of the electricity department of Overstrand Municipality. All new services shall be underground, with miniature substations, low voltage kiosks and streetlights to comply with the minimum pre-requisites of the Municipality.

The mentioned existing 11 kV supply to the “See en Sand” area must be incorporated into the design of the new infrastructure.

A new supply to the Scout Camp sewage pumpstation, which is situated outside the development but currently fed from inside the development, must be designed and installed.

**7.5.5 METERING**

As mentioned, a bulk electricity meter shall be installed at the entrance to the site from 17th Avenue. Metering shall be done at 11 kV level, and appropriate equipment and protection devices must be accordingly installed at this metering point. All internal networks, 11 kV and low voltage, shall stay private and will be the responsibility of the development to maintain and operate.

Internal metering might be done on a pre-payment methodology, for which a third part as “vending agent” can be employed if required.

**7.6 COST ESTIMATE**

During the RFP phase it will be required from the shortlisted bidders to include the following budget for external services which only allows for a part contribution towards the provision of off-site bulk and link services. All other on-site services and cost thereof will be the responsibility of and for the cost of the Developer.

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**Table 4: Cost Estimate**

<b>Description</b>	<b>Amount (Excl VAT)</b>
<b>Water Supply</b>	
Source Development	R 0.00
Reservoir capacity	R 0.00
Bulk pipelines (Portion of total cost : 4%)	R 300 000.00
Link service upgrade to 160mm dia (17 <sup>th</sup> Avenue) (If a borehole will be developed, the cost thereof must be included by the Developer.)	R 350 000.00
Further Master plan analysis	R 20 000.00
<b>Sewerage</b>	
WWTW capacity	R 0.00
Bulk sewer upgrade (Portion of total cost : 13%)	R 400 000.00
Scout Camp PS Refurbishment	R 1 000 000.00
Mossel River PS upgrade and extension	R 4 300 000.00
Further Master plan analysis	R 20 000.00
<b>Roads</b>	
Provisional amount for R43 upgrades	R 300 000.00
<b>Stormwater</b>	
Provisional amount for external stormwater formalization	R 200 000.00
<b>Refuse</b>	
(Refuse collection area shall be for the account of the Developer and shall be located on site)	R 0.00
<b>Electrical Engineering Services</b>	
New 11kV primary feeder from Kwaiiwater SS to the De Mond development	R 3 850 000.00
11kV Upgrading in Kwaiiwater SS	R 200 000.00
New 11kV metering unit at the De Mond development	R 485 000.00
<b>TOTAL (Excluding VAT)</b>	<b>R 11 425 000.00</b>

The development proposal must include an amount of R 11 425 000.00 (Excluding VAT) for external services.

**7.7 CONCLUSION**

Sufficient off-site and bulk and link services capacity exist or can be provided as highlighted in this document. The necessary internal services can and have to be provided by the proposed developer. It is concluded that the development is feasible in terms of the provision of civil and electrical engineering services.

The minimum upgrades required to accommodate the development in the existing sewer system are master plan items OHS13.1 & OHS13.2 required to upgrade the existing gravity sewer system between the Mossel River PS and the Hermanus WWTP, and master plan item OHS14.2 required to upgrade the pumping capacity of the existing Mossel River PS.

No significant constraints in terms of the envisioned development were identified in the Town Planning Report and Environmental Due Diligence Report.

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**8 SUBMISSION REQUIREMENTS**

Each response to the RFQ must include the information required under points 8.1 to 8.3 and 8.5 below. Respondents are also encouraged to include in their submission any other information that the respondent believes will enhance its submission.

**8.1 DETAILS OF THE DEVELOPER ENTITY AND OPERATING ENTITY**

Identify the developer, the proposed operating entity if other than the developer, any joint venture/consortium, financial partners and other team members important to the team’s approach including at least:

- 8.1.1 names of all officers, partners or owners of the developer entity by name including the Curriculum Vitae of each, title and percentage ownership and the same would apply in respect of each separate entity if a joint venture/consortium will do the development with specific reference to the person/firm who would have the authority to represent and make legally binding commitments on behalf of the developer entity/joint venture/consortium;
- 8.1.2 an organizational chart indicating legal and managerial relationships among development team members, the proposed structure of the entity/joint venture/consortium and the role of each individual/company on the developer team;
- 8.1.3 all the particulars as required in items (a) and (b) for the proposed operating entity should the latter not be the same as the developing entity.

**8.2 RECORD OF DEVELOPMENTS**

The submission should describe the developer entity / joint venture / consortium partners’/ proposed operating entity’s experience with respectively the development, management and operation of developments. For each development, whether only built or also operated by the developer entity / joint venture/ consortium partners individually or together, please include (as applicable):

- 8.2.1 a description of the development; and
- 8.2.2 the use of “green” building methods and energy efficiencies that was built-in and/or maintained.

**8.3 EVIDENCE OF FINANCIAL CAPACITY**

The submission should provide evidence that the developer entity/joint venture/consortium has the financial capacity to carry out the development and operation of the De Mond Public Resort, including most recent audited financial statements of the entity or each of the JV partners and the proposed operating entity, if other than the developer entity, and any additional evidence demonstrating financial ability to undertake the project such as details of cash flow of similar currently operated resorts.

**8.4 ALIGNMENT WITH COUNCIL STRATEGIES AND POLICIES**

The RFQ is not prescriptive in respect of the specific mix of different uses that should eventually be built into and extensively dealt with in a development proposal (the RFP) except for the requirement that it should be an inclusive public resort with the potential to provide moderately priced and luxury accommodation and cater for large tour groups and conferences.

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The secondary financial benefits to Hermanus are important and not necessarily the highest rental.

It is essential that the submission demonstrates an understanding of the Council's strategies and policies and is aligned thereto.

**8.5 DECLARATION**

The submission must include a declaration concerning the absence of or full information of any and all lawsuits or litigation and the result of that action resulting from (a) any public project undertaken by the developer entity/joint venture partners or the operating entity where litigation is still pending or has occurred within the last five (5) years or (b) any type of project where claims or settlements were paid by the developer entity, joint venture partners or the proposed operating entity or its insurers within the last five (5) years.

**9 PROCUREMENT**

**9.1 PROJECT ADVISORS**

The project team assisting Overstrand Municipality with this project consists of:

- 9.1.1 Lyners – Consulting Engineers and Project Managers
- 9.1.2 PAMS – Transaction Advisors
- 9.1.3 Aubrey Withers - Environmental Consultants
- 9.1.4 Urban Dynamics – Town Planners

**9.2 RELEVANT LEGISLATION AND PROCESSES**

The procurement process will take place in accordance with the Overstrand Supply Chain Management (“SCM”) Policy and with the applicable legislation. It inter alia includes:

- 9.2.1 Local Government: Municipal Systems Act, 32 of 2000
- 9.2.2 Local Government: Municipal Finance Management Act, 56 of 2003
- 9.2.3 Preferential Procurement Policy Framework Act, No. 5 of 2000
- 9.2.4 Municipal Asset Transfer Regulations, 2008
- 9.2.5 Preferential Procurement Regulations, 2011

The procurement will involve this RFQ, the RFP, a negotiation and contracting phase.

There are a number of stakeholders involved. The transaction advisors should maintain adequate and continuous communication with stakeholder representatives and keep other interested and affected parties informed regarding progress with the procurement process.

**9.3 RFQ CRITERIA AND SELECTION**

Overstrand Municipality’s bid evaluation and adjudication committees assisted by the transaction advisors in an advisory capacity will evaluate the RFQ submissions as set out below in Table 5: Scoring Evaluation.

The RFQ submissions will be allocated a score out of 100% based on the Scoring Evaluation Table below. This score will be determined by the Overstrand Municipality, based on its inter-

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pretation of the comparative quality of the various submissions, as evidenced by the documentation provided by the respondent.

**The minimum total score required is 60% and submissions are required to obtain at least the minimum points allocated for each of the three primary criteria. Submissions that do not obtain the minimum score on any one of the four (4) primary criteria will not be considered responsive and their submissions will not be evaluated further.**

Furthermore, ALL required documents must be completed and submitted with the RFQ otherwise the submission will be regarded as not responsive.

After having completed the evaluation of the pre-qualification documents, a shortlist consisting of the highest ranked respondents scoring a minimum of 60% will be established. Shortlisted entities will be invited to submit a RFP. Non-qualifying entities will be informed accordingly. A failure to pre-qualify at the RFQ stage will thus effectively disqualify a developer entity to be part of the RFP process.

**Table 5: Scoring Evaluation**

SCORING TABLE			
	Criteria	Maximum Score Possible	Minimum Score Required
1	Comprehensiveness of response to documents and evidence required in terms of items 8.1, 8.2, 8.3 and 8.5 and overall understanding of the project	10	5
2	Project Development Expertise		
	Provide a brief description and final audited costs of the three (3) largest projects developed by the bidder and/or joint venture partners. < 1 point per R10m with a maximum of 10 points per project and an overall maximum of 30 points >	30	15
3	Financial Ability		
3.1	Indicate the bidder's own equity in respect of the projects mentioned above. < 1 point per R1m own equity to a maximum of 20 points >	20	10
3.2	A financial business plan for the funding of the De Mond project	10	10
3.3	A letter of intended support from the financial institution that will be the major funder of the development	10	10
4	Operational Ability		
	Indicate the nett audited profit of the bidder in respect of developments operated by the bidder / joint venture. < 1 point per R1m nett profit to a maximum of 20 points >	20	10
	TOTAL	100	60

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**9.4 PRELIMINARY RFP CRITERIA AND SELECTION**

The Municipality’s bid evaluation and adjudication committees will see to it that the RFPs are fairly evaluated and the adjudication process implemented as prescribed. It would be a two envelope process consisting of a Technical Proposal and a Financial Proposal. The transaction advisors will assist the bid evaluation committees in an advisory capacity. The process would result in the selection of a preferred bidder/developer with whom the transaction advisors acting on behalf of the Overstrand Municipality will enter into negotiations.

The RFP evaluation criteria would be substantial and rigorously applied inter alia requiring:

- 9.4.1 the innovative beneficiation / unlocking of the municipal assets to maximise the local economic development and tourism potential of the developable area;
- 9.4.2 adequate proof of the sustainability of partnerships or joint ventures or contingency planning to ensure the continuance of the strengths (e.g. skills, capacities, project experience on which the proposal is based);
- 9.4.3 a detailed preliminary Site Development Plan (“SDP”) of the proposed development;
- 9.4.4 comprehensive financial modelling including cash flow projections demonstrating affordability and sustainability;
- 9.4.5 value for money and the optimum combination of whole life costs and benefits enabling the Overstrand Municipality to thoroughly interrogate the proposal;
- 9.4.6 a full risk assessment will be required taking all internal and external factors into account and indicating how key sensitivity variables will be managed; and
- 9.4.7 information related to corporate governance, quality management, environmental impact management inclusive of all legal processes and timeframes, health and safety management, operational management.

Should there be an appeal against the developer selected based on the RFP process the Municipal Manager will handle the appeal process in terms of the prescribed procedure.

A contingency safeguard would be built into the process so that if, in the opinion of the Overstrand Municipality, the RFP evaluation renders a result calling for or making it possible to appoint a preferred developer and a reserve developer, this will be done. Therefore the success of negotiations with the preferred developer will determine whether the Municipality will eventually enter into a lease agreement with the preferred developer to achieve the proposed public resort development. If not, the Municipality would be able to, in its sole discretion, negotiate with the reserve developer.

In order to ensure a smooth transition from procurement to contract implementation and compliance with the relevant contractual terms and conditions of approval, a contract management plan will be put into place at the same time as concluding a lease agreement with the preferred developer.

**9.5 OUTCOME OF THE PROCUREMENT PROCESS**

The outcome of the procurement processes (RFQ and RFP) would be to:

- 9.5.1 enable the Overstrand Municipality to fulfil its legal mandate of establishing a public resort;
- 9.5.2 substantially increase the revenue (rental and property rates) for the Overstrand Municipality;
- 9.5.3 significantly expand Overstrand Municipality’s asset base;
- 9.5.4 enable increased socio-economic activities in the community; and
- 9.5.5 give effect to the municipal strategic objectives of local economic development, job creation and sustainable tourism.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

**9.6 CONFIDENTIALITY**

Information supplied by a respondent shall not be treated as commercially confidential unless specifically requested by the respondent. Note that information received by the Overstrand Municipality may be subject to public disclosure under the Promotion of Public Access to Information Act, 2002 unless it relates to commercially sensitive information and meets the criteria for exemption from disclosure under the act.

**9.7 DISCLAIMER**

This RFQ does not represent a commitment or offer by Overstrand Municipality to enter into an agreement with a developer or to pay any costs incurred in the preparation of a submission. The submissions, and any information made a part of the submissions, will not be returned. Overstrand Municipality has the sole discretion and reserves the right to reject any and all responses received with respect to this RFQ and to cancel the RFQ at any time prior to the RFP process.

**9.8 EXPENSES**

No payment will be made for any expenses which may be incurred by a responding party in connection with the preparation of the RFQ or the RFP (if invited to submit) or in visiting the site.

**9.9 ENQUIRIES**

Any enquiries in relation to this RFQ should be directed to and handled by Mr. Riaan Kuchar, Tel.: (028) 313 8000, E-mail address: [rkuchar@overstrand.gov.za](mailto:rkuchar@overstrand.gov.za).

All enquiries should be e-mailed if a written response is required. Overstrand Municipality reserves the right to distribute responses to all interested parties in the interest of transparency of process after deleting reference to any personal contact details.

After opening of the pre-qualification documents, no communication of any type shall be entertained unless called for by the Overstrand Municipality.

**9.10 INSPECTION OF PREMISES**

Should you wish to inspect the premises please contact Mr Riaan Kuchar or Ms Anja Kotze, tel.: (028) 313 8000 or via e-mail address: [rkuchar@overstrand.gov.za](mailto:rkuchar@overstrand.gov.za) or [anja-kotze@overstrand.gov.za](mailto:anja-kotze@overstrand.gov.za) during working hours to make an appointment.

All parties are responsible for making their own investigations and determinations and for preparation of their responses. Parties are advised that Overstrand Municipality, its employees and transaction advisors make no representations or warranties as to the completeness of the information contained in the Feasibility Study, as mentioned, and do not have any liability arising from that information.

**9.11 ACCEPTABLE SUBMISSIONS**

**RFQ submissions will only be accepted if:**

- 9.11.1 the developer entity or each of the JV partners and the proposed operating entity, if other than the developer entity, are registered and in good standing with the South African Revenue Service ("SARS") and have submitted evidence in the form of an original valid Tax Clearance Certificate issued by SARS or proof that arrangements had been made with SARS to meet outstanding tax obligations;

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CAPACITY		DATE	
NAME OF FIRM			



- 9.11.2 the developer entity or each of the JV partners and the proposed operating entity, if other than the developer entity or any of the directors of such entities is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- 9.11.3 the developer entity or each of the JV partners and the proposed operating entity, if other than the developer entity have not:
  - 9.11.3.1 abused the Municipality's SCM; or
  - 9.11.3.2 failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;
  - 9.11.3.3 failed to perform on any previous contract and has been given a written notice to this effect;
- 9.11.4 the developer entity or each of the JV partners and the proposed operating entity, if other than the developer entity have completed the Declaration of Interest and there are no conflicts of interest which may impact on the developer entity or each of the JV partners and the proposed operating entity, if other than the developer entity's ability to execute the project in the best interests of the Overstrand Municipality or potentially compromise the RFQ/RFP process.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

**13. PRE-QUALIFICATION SCORE SHEET**

Overstrand Municipality's bid evaluation and adjudication committees assisted by the transaction advisors in an advisory capacity will evaluate the RFQ submissions as set out below.

The RFQ submissions will be allocated a score out of 100% based on the Scoring Evaluation Table below. This score will be determined by the Overstrand Municipality, based on its interpretation of the comparative quality of the various submissions, as evidenced by the documentation provided by the respondent.

The minimum total score required is 60% and submissions are required to obtain at least the minimum points allocated for each of the three primary criteria. Submissions that do not obtain the minimum score on any one of the four (4) primary criteria will not be considered responsive and their submissions will not be evaluated further.

Furthermore, ALL required documents must be completed and submitted with the RFQ otherwise the submission will be regarded as not responsive.

After having completed the evaluation of the pre-qualification documents, a shortlist consisting of the highest ranked respondents scoring a minimum of 60% will be established. Shortlisted entities will be invited to submit a RFP. Non-qualifying entities will be informed accordingly. A failure to pre-qualify at the RFQ stage will thus effectively disqualify a developer entity to be part of the RFP process.

SCORING TABLE				For office use only
	Criteria	Maximum Score Possible	Minimum Score Required	Points Awarded
1	Comprehensiveness of response to documents and evidence required in terms of items 8.1, 8.2, 8.3 and 8.5 and overall understanding of the project	10	5	
<b>2</b>	<b>Project Development Expertise</b>			
	Provide a brief description and final audited costs of the three (3) largest projects developed by the bidder and/or joint venture partners. < 1 point per R10m with a maximum of 10 points per project and an overall maximum of 30 points >	30	15	
<b>3</b>	<b>Financial Ability</b>			
3.1	Indicate the bidder's own equity in respect of the projects mentioned above. < 1 point per R1m own equity to a maximum of 20 points >	20	10	
3.2	A financial business plan for the funding of the De Mond project	10	10	
3.3	A letter of intended support from the financial institution that will be the major funder of the development	10	10	
<b>4</b>	<b>Operational Ability</b>			
	Indicate the nett audited profit of the bidder in respect of developments operated by the bidder / joint venture. < 1 point per R1m nett profit to a maximum of 20 points >	20	10	
	<b>TOTAL</b>	<b>100</b>	<b>60</b>	

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



14. ANNEXURE A: TITLE DEED

*A copy of this document, together with a copy of the same, is to be deposited in the office of the Registrar of Deeds, Cape Town, and a copy of the same is to be deposited in the office of the Registrar of Deeds, Port Elizabeth.*

*By the Council of the Municipality of Hermanus*

*11/11/42*

*By the Registrar of Deeds, Cape Town*

*11/11/42*

*By the Registrar of Deeds, Port Elizabeth*

*11/11/42*

**GROWN GRANT No. 110/42**

in the name and on behalf of His Majesty GEORGE THE SIXTH by the Grace of God, of Great Britain, Ireland and the British Dominions beyond the Seas, King, Defender of the Faith, Emperor of India.

WHEREAS THE COUNCIL OF THE MUNICIPALITY OF HERMANUS has applied for the issue to it of a Crown Grant in terms of Section 10 of the "Crown Lands Disposal Act, 1887" (No. 15 of 1887) Cape, in respect of a certain piece of land,

**THE FISHERY,**

situate in the Municipality of Hermanus, division of Caledon, Province of the Cape of Good Hope;

AND WHEREAS under and by virtue of Executive Council Minute No. 2386 of the 13th August, 1942, authority has been granted for the issue of a Crown Grant in respect of the said land in favour of the said Council:

NOW, THEREFORE, THESE PRESENTS WITNESS that there is hereby granted, ceded and transferred by the Governor-General of the Union of South Africa unto the said

THE .....

1



WHITE GROUP  
BLANKE GROEP

THE COUNCIL OF THE MUNICIPALITY OF OVERSTRAND,  
its successors-in-title or assigns, with full power and  
authority henceforth to possess the same in perpetuity,  
the said piece of land,

**THE FISHERS,**

situate in the Municipality of Hermanus,  
division of Caledon, measuring two hundred and  
seventy-three decimal nine four seven four  
(273-9474) morgen, and represented and des-  
cribed in the Deed (No. B 705/1975) hereunto  
annexed.

Subject, however, to the following conditions imposed by  
and in favour of the Government of the Union of South  
Africa :-

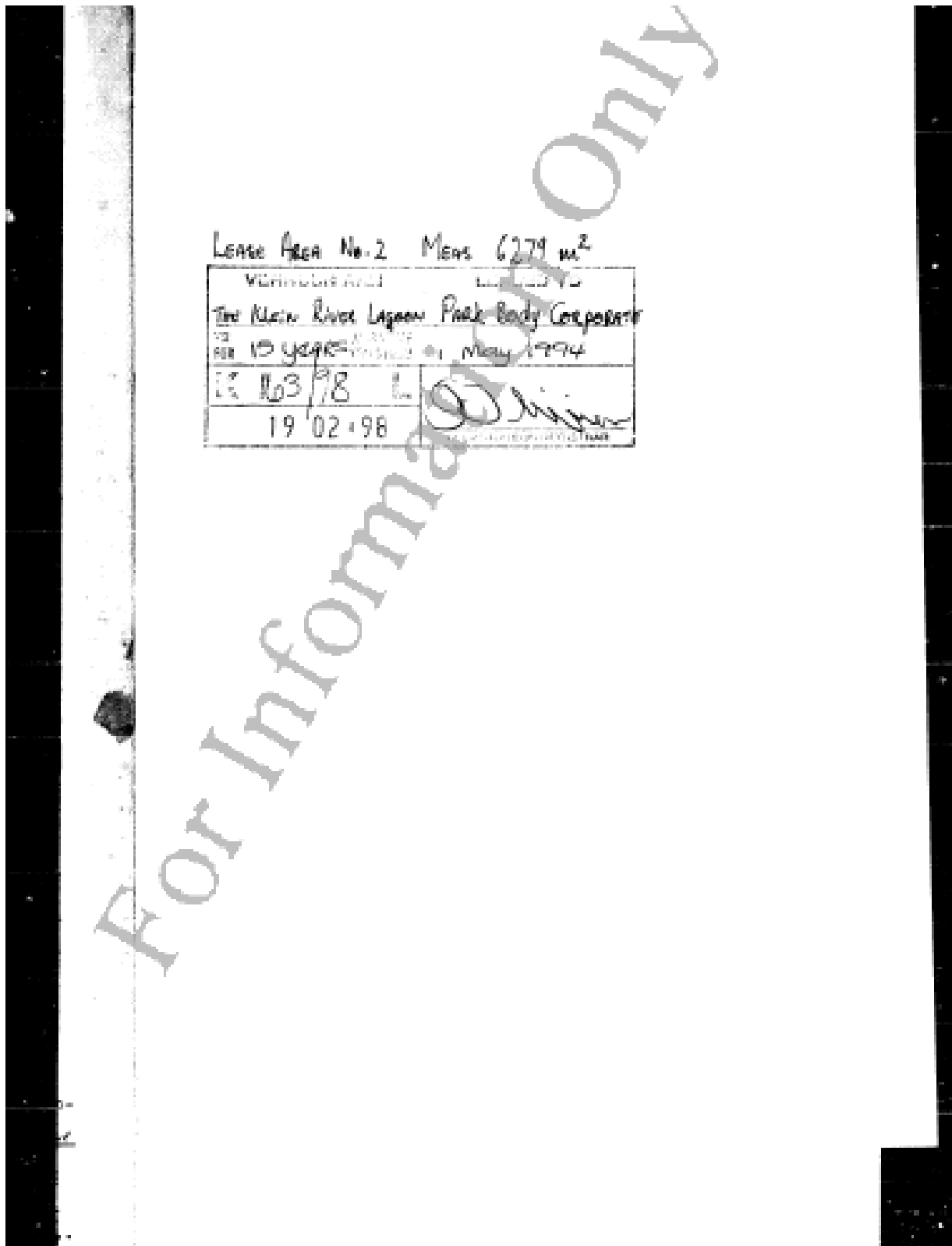
- (1) The land hereby granted shall  
be used, in terms of a  
Resolution of Parliament,  
No. 103 and 104 of 1954,  
1955, only as a place of public  
recreation.
- (2) The Government shall still  
retain the right to  
use any portion of the land  
hereby granted for the pur-  
pose of obtaining water in  
the Klein River Estuary.
- (3) Subject to the provisions of  
the General Land Act,  
No. 103 of 1954, and  
of the Land Use Act,  
No. 104 of 1954, the land  
shall be used for the  
purpose of recreation, and  
shall not be used for any  
other purpose, unless  
expressly permitted in  
writing by the Minister  
of Lands and Survey.

THIS DEED WAS SIGNED by the Provincial Representa-  
tion, Department of Lands, at Cape Town, on the 12th day  
of December, 1975, in the presence of the undersigned

12/12/75





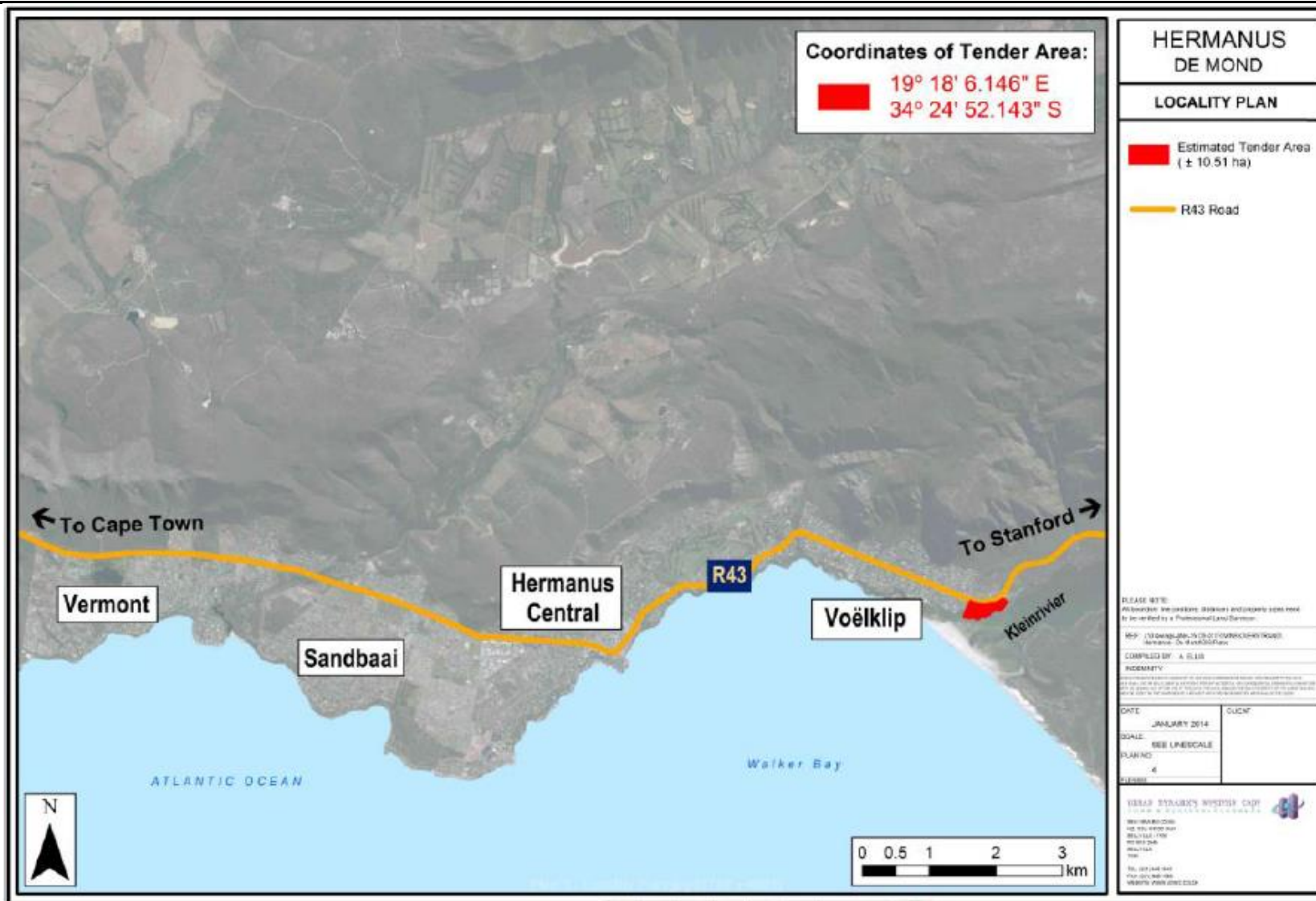


Lease Area No. 2 Mens 6279 m<sup>2</sup>

VERHOORDE AFD.	LEASING
The Klein River Lagoon Park Body Corporate	
FOR 10 YEARS FROM 19 02 98	
19 02 98	<i>[Signature]</i>
19 02 98	

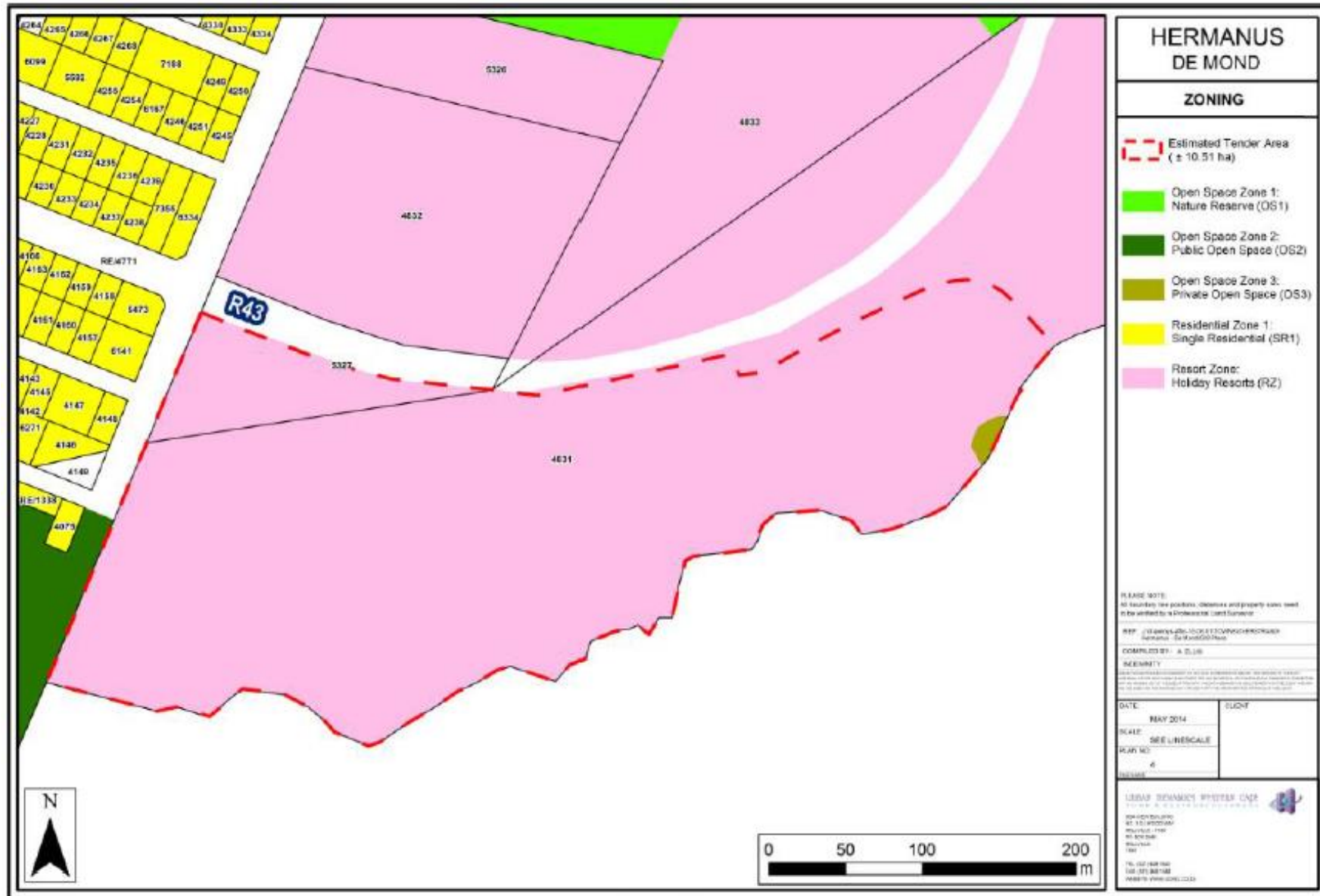


15. ANNEXURE B: PLANS 1 - 19



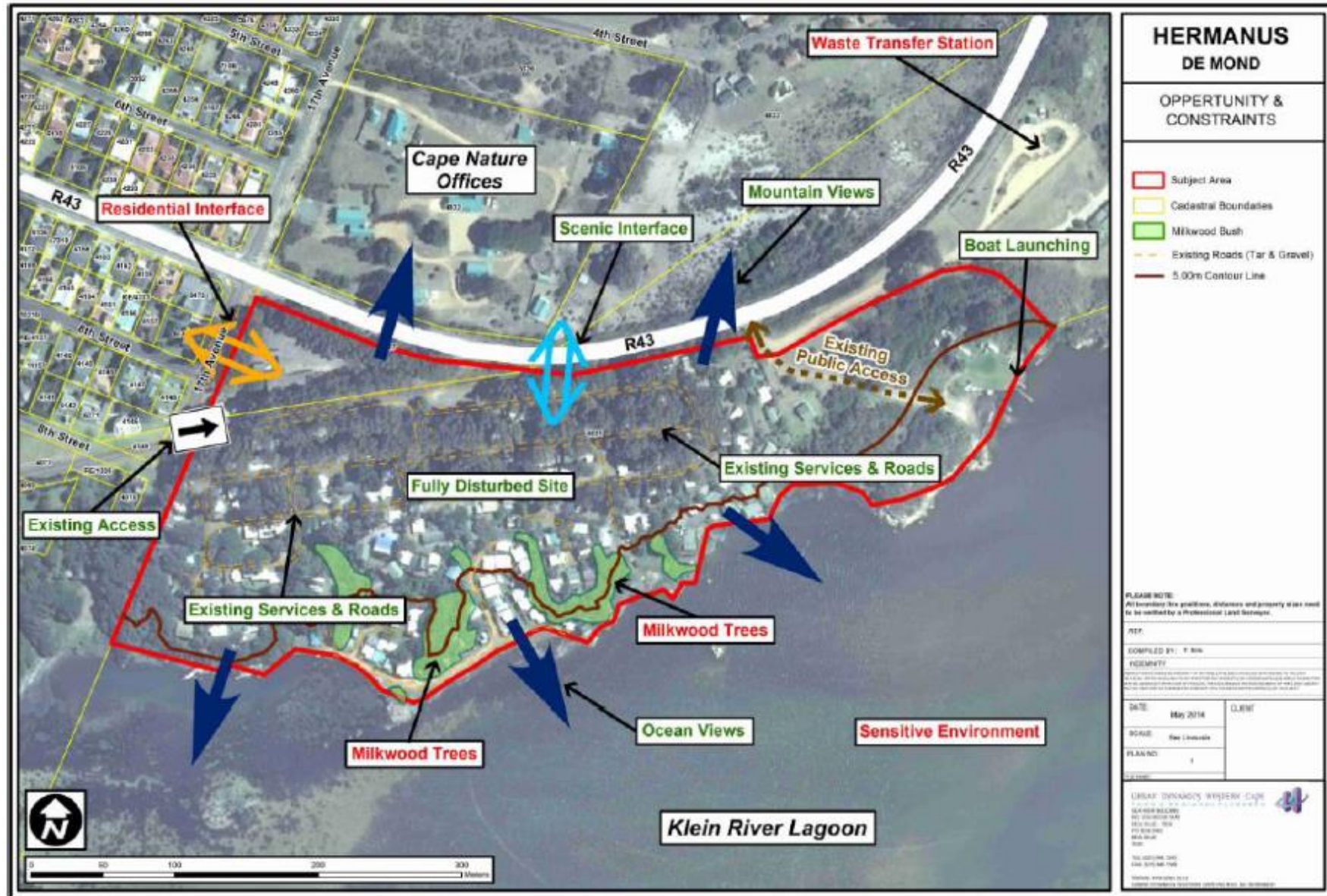
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CAPACITY			NAME OF FIRM		





SIGNATURE	NAME (PRINT)	DATE
CAPACITY	NAME OF FIRM	





**HERMANUS DE MOND**

**OPPERTUNITY & CONSTRAINTS**

Subject Area  
 Cadastral Boundaries  
 Milkwood Bush  
 Existing Roads (Tar & Gravel)  
 5.00m Contour Line

PLEASE NOTE:  
All boundaries, site conditions, distances and property areas need to be verified by a Professional Land Surveyor.

REF: \_\_\_\_\_

COMPILED BY: P. BAK

FORMED BY: \_\_\_\_\_

DATE: May 2014 CLIENT: \_\_\_\_\_

SCALE: See Context

PLAN NO: 1

LURAY DYNARD'S WINDY Cape  
 LANDSCAPE ARCHITECTURE  
 101 DORSETT AVE  
 STE 101 7520  
 FV BURGERS  
 7520  
 021 537 54 7520  
 021 537 54 7520

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CAPACITY			NAME OF FIRM		



SIGNATURE		NAME (PRINT)		DATE	
CAPACITY			NAME OF FIRM		



SIGNATURE		NAME (PRINT)		DATE	
CAPACITY			NAME OF FIRM		



**HERMANUS DE MOND**

**CROSS SECTION**

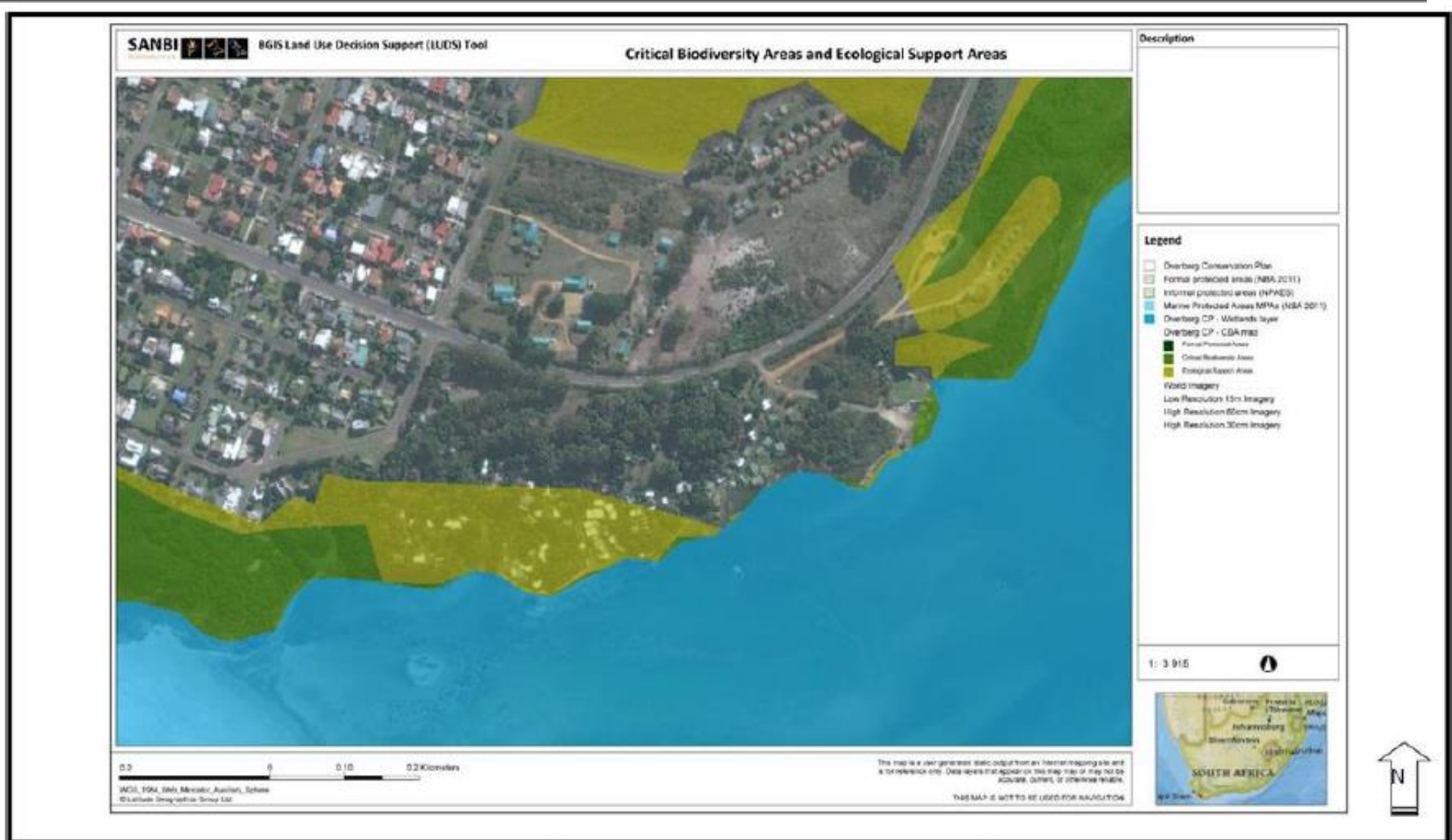
Estimated Tender Area (± 10.51 ha)

Cadastral Boundary

FILENAME: ACTE  
 All drawings, dimensions, distances and property boundaries to be verified by a Professional Land Surveyor.  
 R43 - JOZOSWAGHE, TOORGETOONMUNICIPALITEIT  
 Hermanus - De Strandse Plaas  
 COMPILERS BY: A. S. J. S.  
 INTENT: To provide a cross-section of the site and its surroundings for the purpose of the tender process.  
 DATE: MAY 2014  
 SCALE: SEE LINESCALE  
 PLANNING: SEE LINESCALE  
 DRAWN BY: SEE LINESCALE  
 CHECKED BY: SEE LINESCALE  
 APPROVED BY: SEE LINESCALE  
 DATE: SEE LINESCALE  
 SCALE: SEE LINESCALE

SIGNATURE		NAME (PRINT)		DATE	
CAPACITY			NAME OF FIRM		





**Critical Biodiversity Areas and Ecological Support Areas**

**Figure 4**

SIGNATURE		NAME (PRINT)		DATE	
CAPACITY		NAME OF FIRM			



Constraints Map

Figure 5

SIGNATURE		NAME (PRINT)		DATE	
CAPACITY		NAME OF FIRM			



LEGEND	
	STORMWATER MANHOLE
	STORMWATER SIDE INLET
	STORMWATER INLET
	POLE/STREET MANHOLE
	POLE/STREET INSPECTION CHAMBER
	FIRE HYDRANT
	STOP VALVE
	WATER METER
	ELECTRICITY DISTRIBUTION BOX
	STREET LIGHT
	TELEPHONE POLE
	ELECTRICITY POLE
	SILWOOD TREE
	BLUE GUM TREE
	MANHOLE
	STEEP SLOPES > 3%
	AREA BELOW 8% CONTOUR
	EXISTING BUILDINGS
	ORIGINAL FOOTPRINT OF ENCLOSED STRUCTURES
NOTES	
1. UTILITIES FROM SANI-BEL	
2. ROAD MARKINGS AS SUPPLIED	
3. CONTOUR INTERVAL 100 M.M.	
4. CONTOUR INTERVALS TO BE SUPPLIED	
5. BUILDINGS TO BE SUPPLIED TO THE PLAN	
6. CONTOUR INTERVALS SHALL BE AS SUPPLIED	
7. ROAD MARKINGS AS SUPPLIED	

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DATE OF FIRST ISSUE																																																								

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CAPACITY		NAME OF FIRM			



**LEGEND**

UN-DEVELOPABLE AREAS (SLOPES STEEPER THAN 25%)

SECTION POSITIONS

**NOTE**

REFER TO DRAWING NUMBERS 0904 FIG 4-2 FOR ADDITIONAL SECTIONS

PLAN LAYOUT

**SCALE BAR**

0 5 10 15 20 METERS

0 5 10 15 20 FEET

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NO.	DESCRIPTION	DATE	REVISED

DESIGNED	BY	
DRAWN	BY	
CHECKED	BY	

**CONSULTING ENGINEERS**

**LYNERS**

PO BOX 687  
TYNENBURG  
7822

TEL: 021 514 0000 FAX: 021 514 0021  
email: info@lyners.co.za

APPROVED	DATE
APPROVED	DATE

CLIENT	
--------	--

**PROJECT**

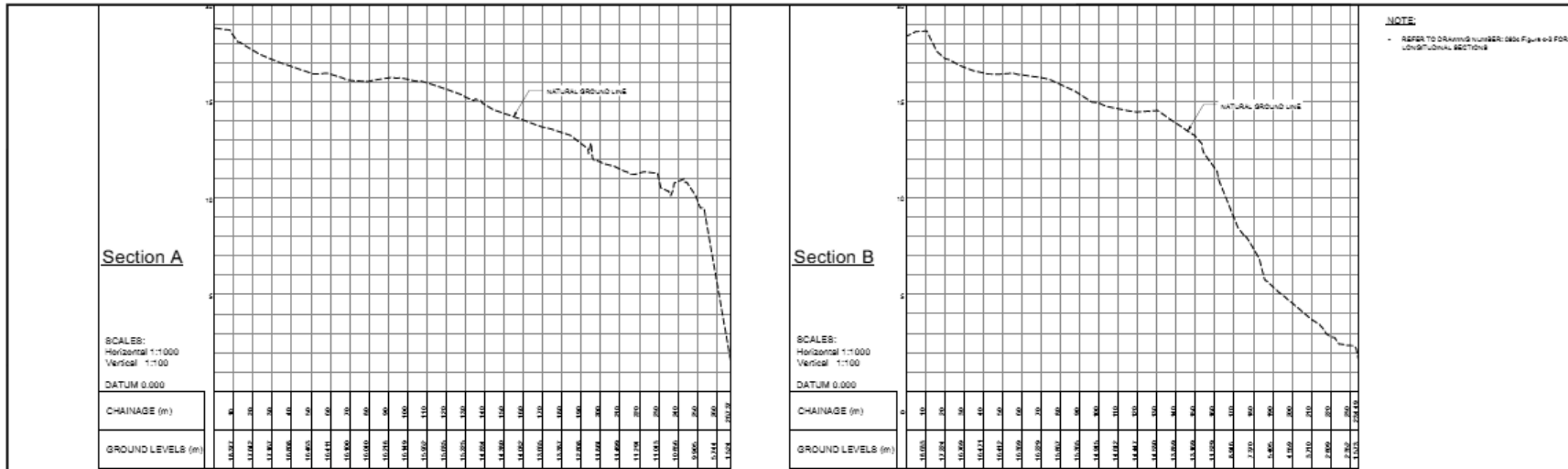
DE MOND RESORT:  
HERMANUS

**TITLE**

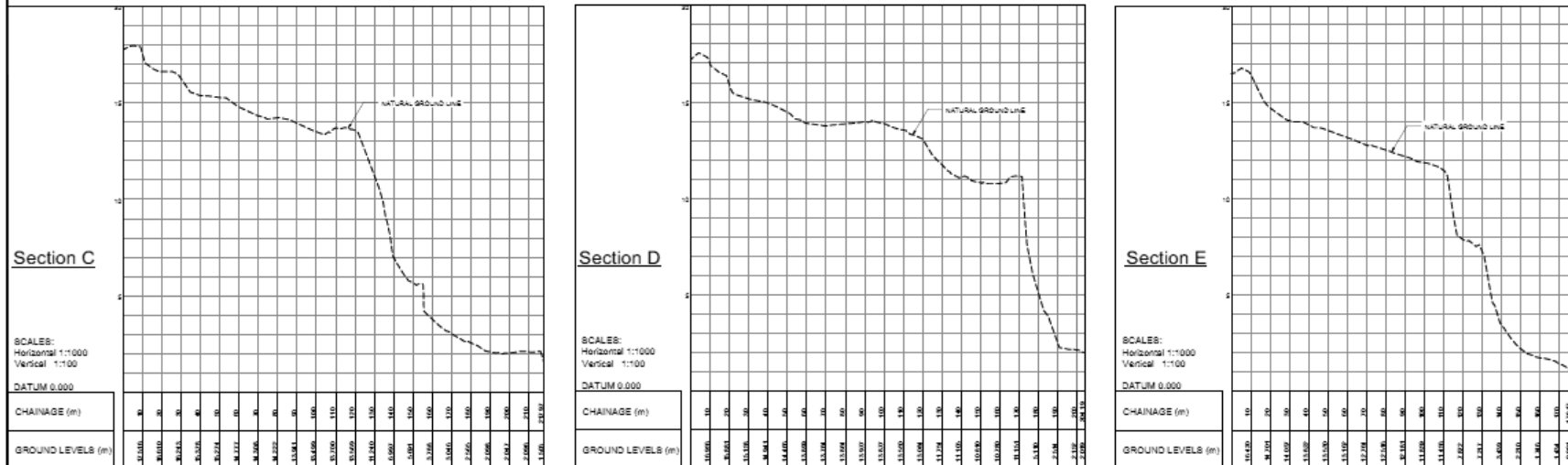
UN-DEVELOPABLE AREAS:  
SLOPES STEEPER THAN 25%  
SHEET 1 OF 2

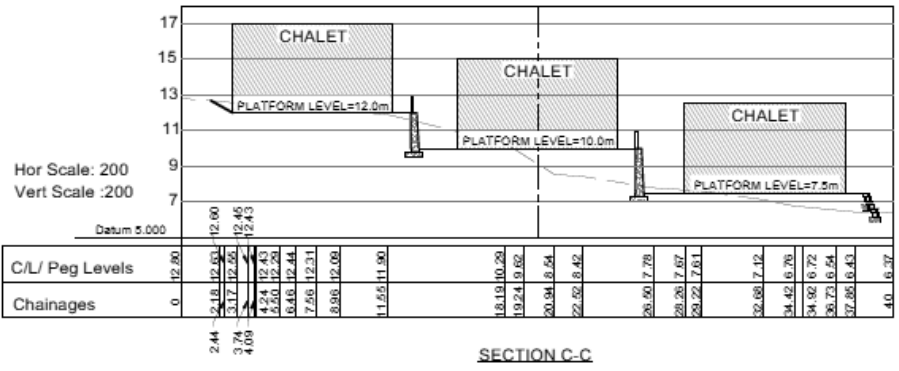
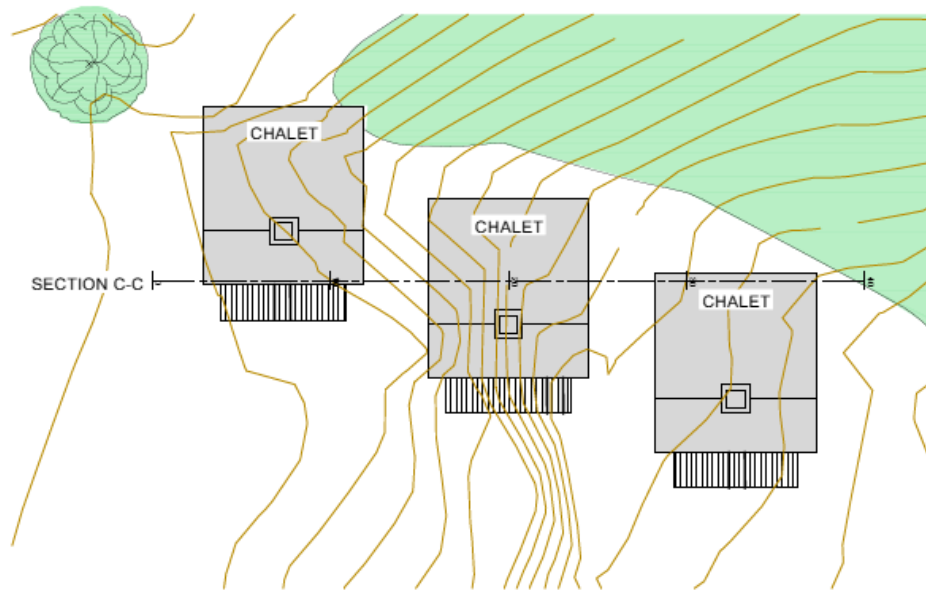
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CONTRACT NO.		PROJECT NO.	0904
DRAWING NO.	0904 Figure 4-1	REV.	
DATE OF FIRST ISSUE			

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NOTE:  
- REFER TO DRAWING NUMBER: See Figure 4-3 FOR LOCATION OF SECTIONS





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**LYNERS**  
 PO Box 4501  
 TYGERVALLEY  
 7530  
 Tel: 021 914 0300/Fax: 021 914 0437  
 email: belville@lyners.co.za

DE MOND RESORT : HERMANUS

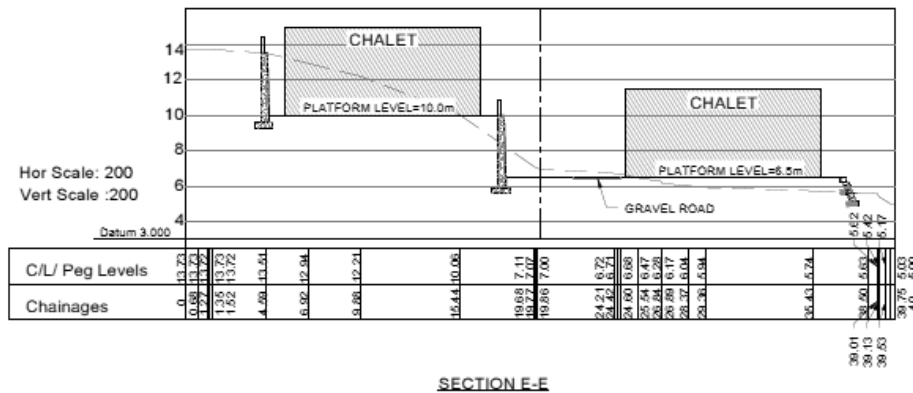
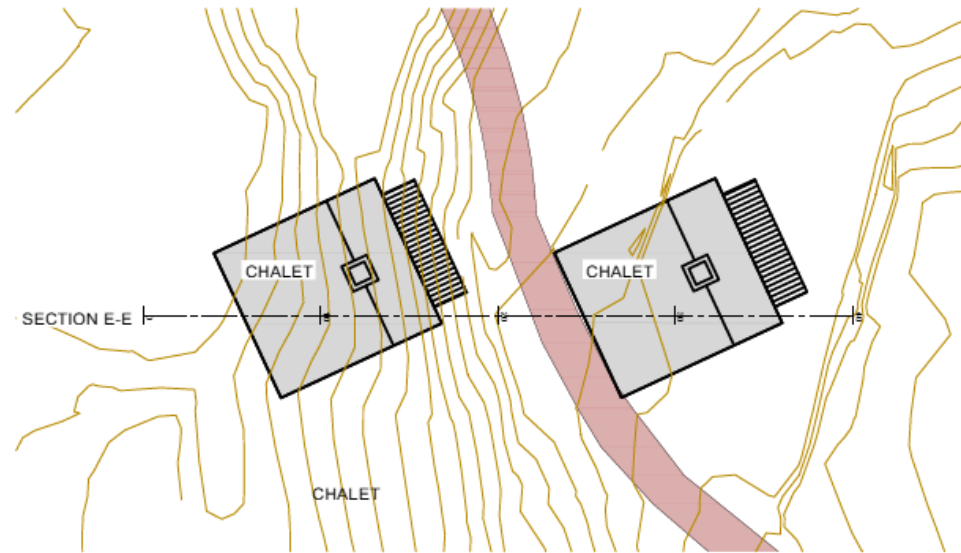
TITLE

TYPICAL SECTION:  
 OPPORTUNITIES : MEDIUM SLOPE

SCALE AS SHOWN SHEET 1 OF 1

DRAWING No. 0904 Figure 2 REV

SIGNATURE	NAME (PRINT)	DATE
CAPACITY	NAME OF FIRM	



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REVISIONS

**CONSULTING ENGINEERS**  
**LYNERS**  
 PO Box 4901  
 TYGERVALLEY  
 7530  
 Tel: 021 914 0300/Fax: 021 914 0437  
 email: bel@lyners.co.za

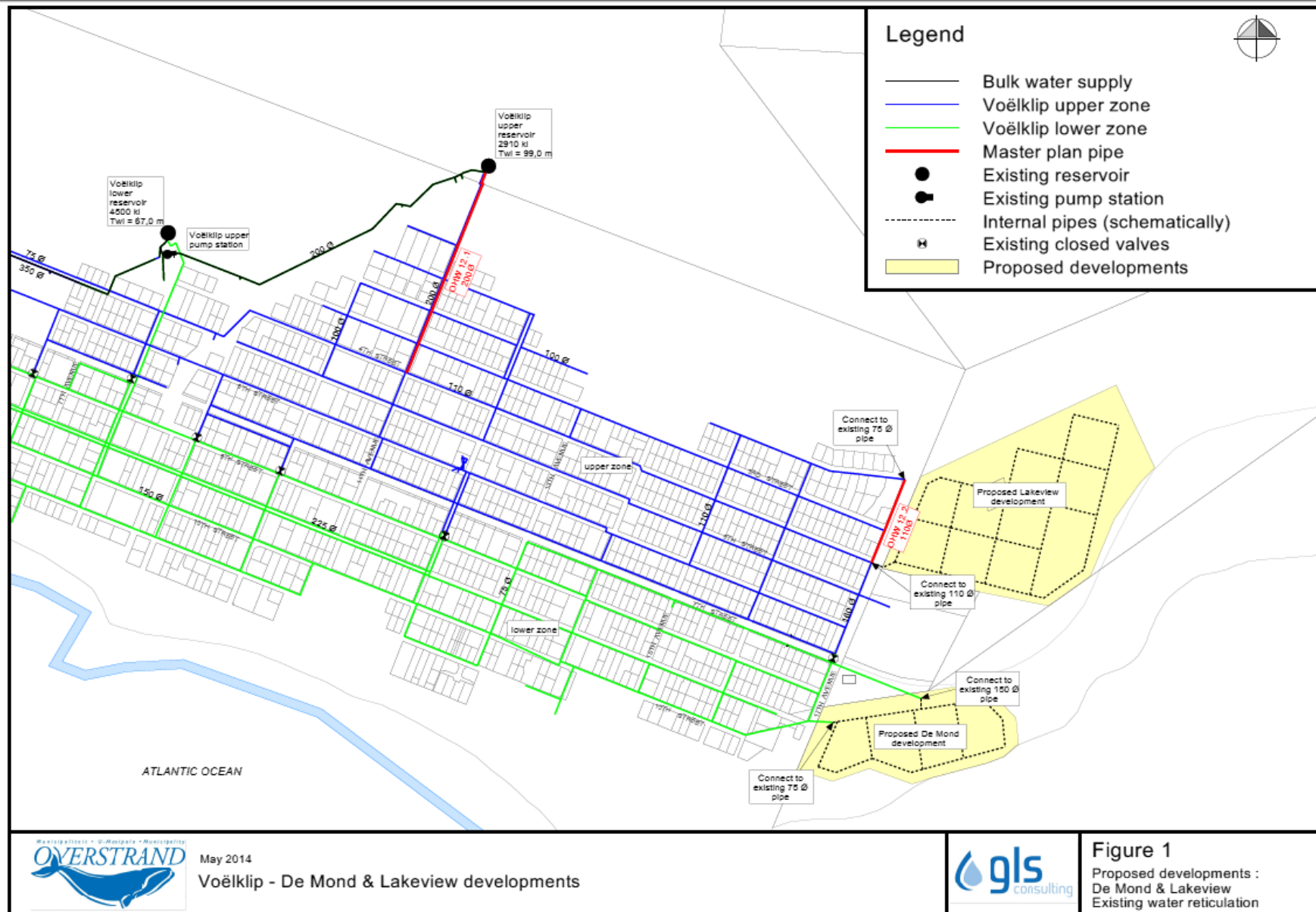
DE MOND RESORT : HERMANUS

TITLE

**TYPICAL SECTION:  
 OPPORTUNITIES : MEDIUM SLOPE**

SCALE	SHEET
AS SHOWN	1 OF 1
DRAWING No.	REV
0904 Figure 3	△

SIGNATURE	NAME (PRINT)	DATE
CAPACITY	NAME OF FIRM	

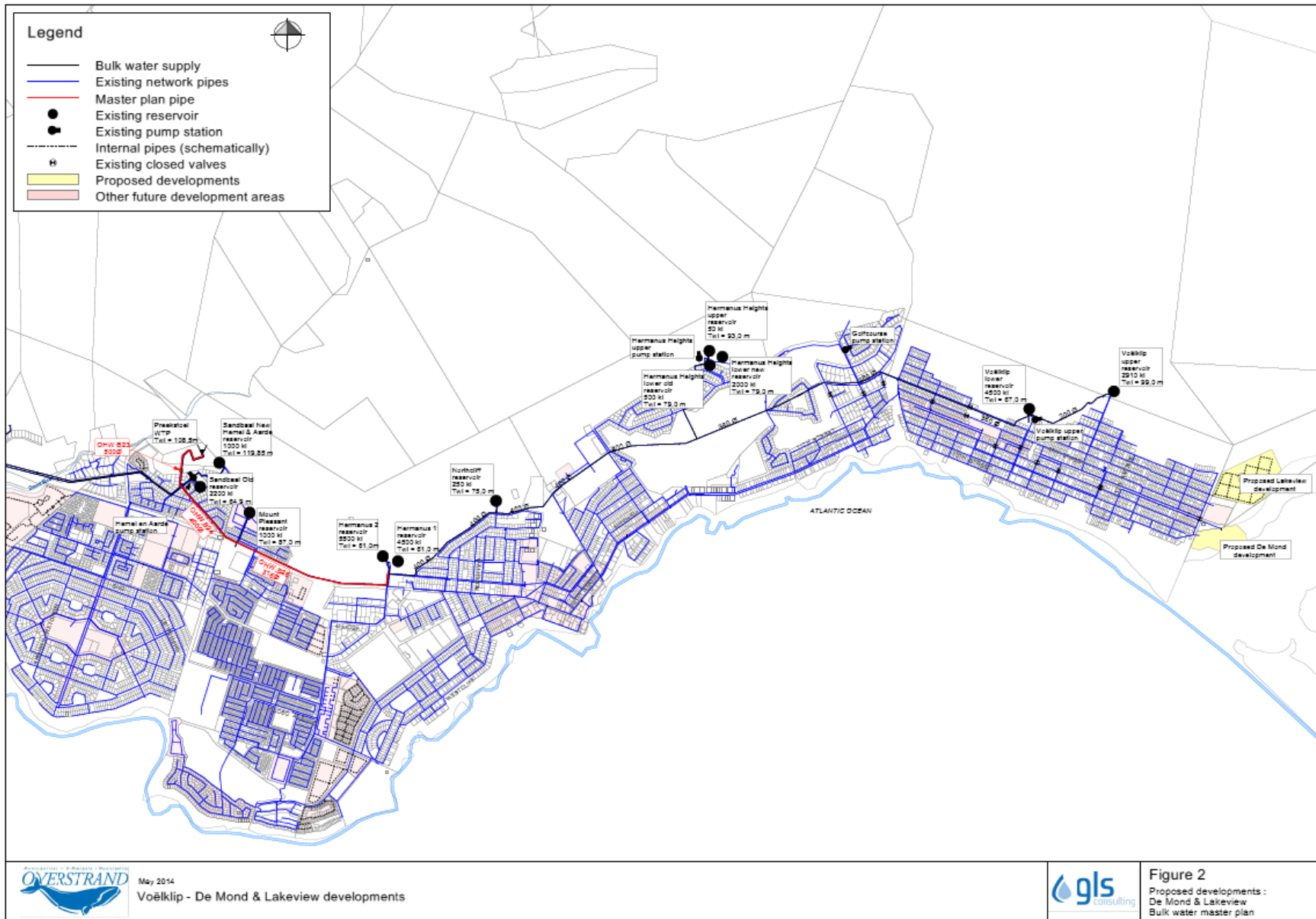


May 2014  
Voëlklip - De Mond & Lakeview developments

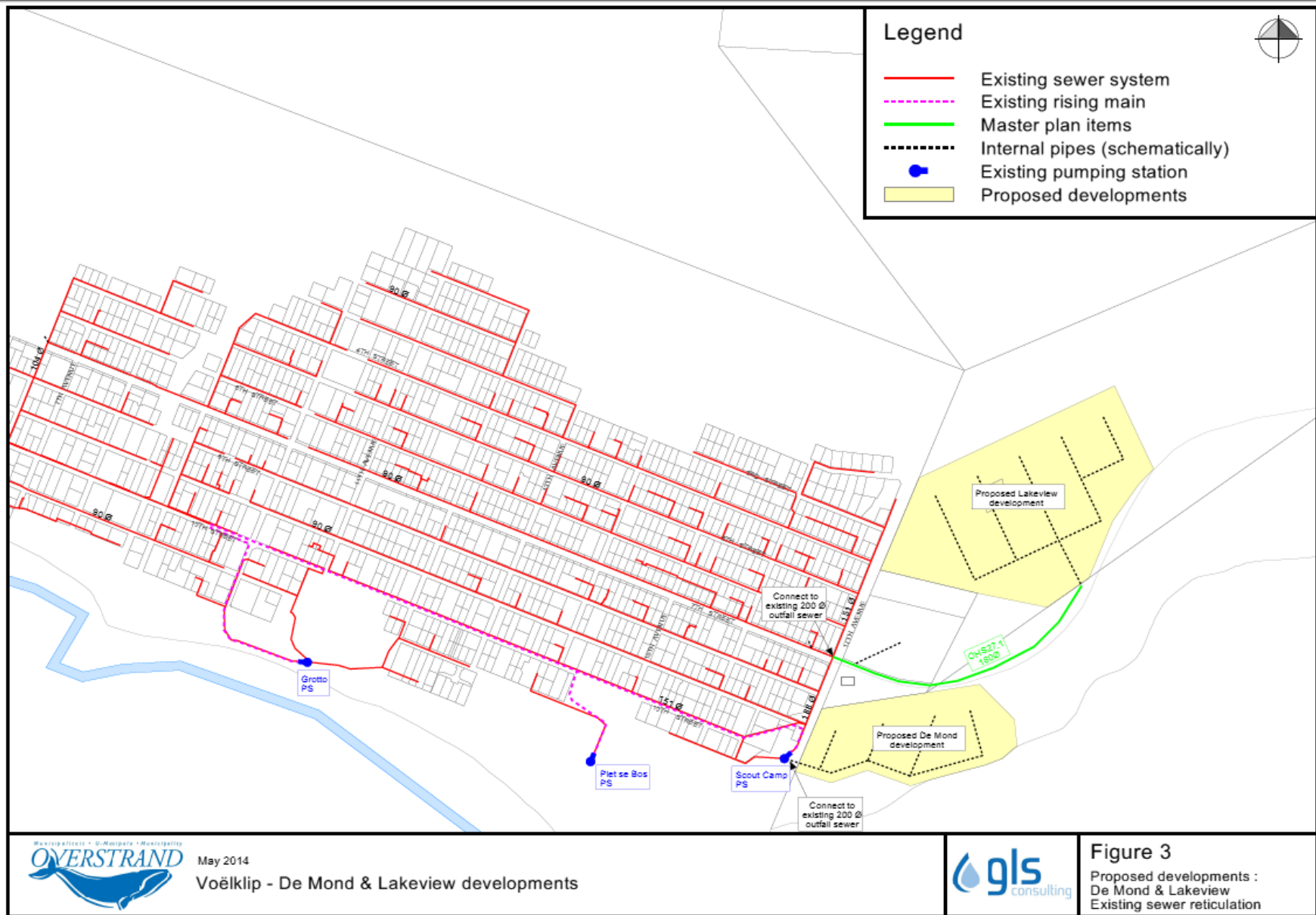


**Figure 1**  
Proposed developments :  
De Mond & Lakeview  
Existing water reticulation

SIGNATURE	NAME (PRINT)	DATE
CAPACITY	NAME OF FIRM	



SIGNATURE		NAME (PRINT)		DATE	
CAPACITY			NAME OF FIRM		

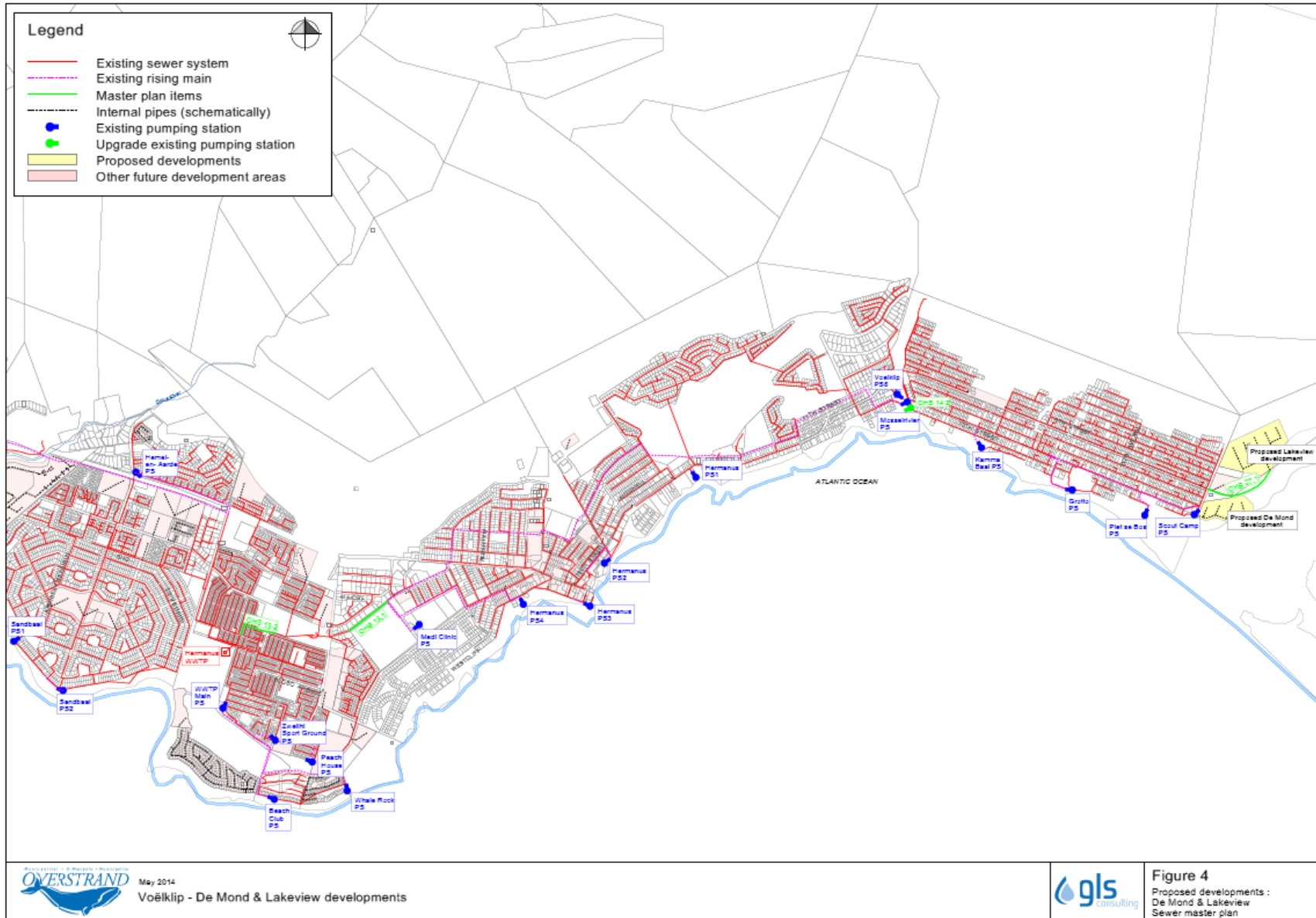


May 2014  
Voëlkliip - De Mond & Lakeview developments



**Figure 3**  
Proposed developments :  
De Mond & Lakeview  
Existing sewer reticulation

SIGNATURE		NAME (PRINT)		DATE	
CAPACITY			NAME OF FIRM		



SIGNATURE		NAME (PRINT)		DATE	
CAPACITY			NAME OF FIRM		

<b>16. ANNEXURE C.1: PHOTO FILE– OVERVIEW</b>
---

## PHOTOGRAPH INDEX

- Photo 1 : Access to De Mond
- Photo 2 : House next to entrance to De Mond
- Photo 3 : Stormwater channel west of the Development and at the entrance to De Mond
- Photo 4 : Stormwater channel west of the Development and the entrance to De Mond
- Photo 5 : Access road into De Mond and existing access gate
- Photo 6 : 17<sup>th</sup> Avenue, 9m wide
- Photo 7 : 17<sup>th</sup> Avenue and R43 intersection : View in easterly direction
- Photo 8 : 17<sup>th</sup> Avenue and R43 intersection : View in easterly direction
- Photo 9 : View in southerly direction at 17<sup>th</sup> Avenue and R43 intersection
- Photo 10 : 17<sup>th</sup> Avenue and R43 intersection : View in easterly direction
- Photo 11 : Stormwater culvert crossing of R43 near Prawn Flats access
- Photo 12 : Access to Prawn Flats and stormwater crossing
- Photo 13 : Prawn Flats access and R43 intersection : View in easterly direction
- Photo 14 : Prawn Flats access and R43 intersection : View in westerly direction
- Photo 15 : Stormwater channel above Klein River Lagoon Park
- Photo 16 : Stormwater channel above Klein River Lagoon Park
- Photo 17 : Channel parallel to the R43 above Klein River Lagoon Park
- Photo 18 : Exiting Jetty at Prawn Flats
- Photo 19 : Existing boat ramp at Prawn Flats
- Photo 20 : Second and older boat ramp at Prawn Flats
- Photo 21 : Boat hire company at Prawn Flats
- Photo 22 : Turning area at Prawn Flats boat ramp
- Photo 23 : Boat hire company at Prawn Flats
- Photo 24 : Entrance to Klein River Lagoon Park from Prawn Flats access road
- Photo 25 : Access road within the Klein River Lagoon Park
- Photo 26 : Entrance to Klein River Lagoon Park from Prawn Flats access road
- Photo 27 : Typical homes at Klein River Lagoon Park
- Photo 28 : Stormwater channel berm parallel to R43 at Klein River Lagoon Park
- Photo 29 : Klein River Lagoon Park internal road
- Photo 30 : Houses at along estuary in Klein River Lagoon Park
- Photo 31 : Houses at along estuary in Klein River Lagoon Park
- Photo 32 : Sewage collection point (conservancy tank) at Klein River Lagoon Park
- Photo 33 : Klein River Lagoon Park houses along the estuary
- Photo 34 : Electricity kiosk at Klein River Lagoon Park
- Photo 35 : Mountain above the site
- Photo 36 : Mountain above the site
- Photo 37 : Remains of De Mond houses
- Photo 38 : Stormwater pipe outlet on western part of De Mond
- Photo 39 : Stormwater pipe outlet on western part of De Mond
- Photo 40 : Stormwater furrow downstream of outlet
- Photo 41 : View of estuary from De Mond

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- Photo 42 : Remains of De Mond houses  
 Photo 43 : Remains of De Mond houses  
 Photo 44 : Remains of De Mond houses  
 Photo 45 : Remains of De Mond houses  
 Photo 46 : Remains of De Mond houses  
 Photo 47 : Remains of De Mond houses  
 Photo 48 : View of estuary from De Mond  
 Photo 49 : Remains of De Mond houses  
 Photo 50 : Existing retaining walls at De Mond  
 Photo 51 : Overhead electricity cables at De Mond  
 Photo 52 : Overhead electricity cables at De Mond  
 Photo 53 : Remains of the De Mond houses  
 Photo 54 : Trees on the De Mond site  
 Photo 55 : Ablution building De Mond  
 Photo 56 : Control kiosk of existing sewage pumping station at De Mond  
 Photo 57 : Remains of house at De Mond  
 Photo 58 : View from De Mond to Klein River Lagoon Park  
 Photo 59 : Ablution building at De Mond  
 Photo 60 : Condition of boundary fence along the R43  
 Photo 61 : Shop and Hall at De Mond  
 Photo 62 : Shop and Hall at De Mond  
 Photo 63 : Scout Camp Sewage Pumping Station : Control panel  
 Photo 64 : Scout Camp Sewage Pumping Station : Standby Generator  
 Photo 65 : Scout Camp Sewage Pumping Station : Control panel of Standby power  
 Photo 66 : Mosselriver sewage pumping station : Existing pipework  
 Photo 67 : Mosselriver sewage pumping station : Control panel and transformer  
 Photo 68 : Mosselriver sewage pumping station : Pump motor information  
 Photo 69 : Mosselriver sewage pumping station : Pumping station  
 Photo 70 : Mosselriver sewage pumping station : Transformer  
 Photo 71 : Mosselriver sewage pumping station : Roof of pumping station  
 Photo 72 : Mosselriver sewage pumping station : Access to pumping station and proximity to the River

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Photo 1 : Access to De Mond



Photo 2 : House next to entrance to De Mond



Photo 3 : Stormwater channel west of the Development and at the entrance to De Mond



Photo 4 : Stormwater channel west of the Development and the entrance to De Mond



Photo 5 : Access road into De Mond and existing access gate



Photo 6 : 17<sup>th</sup> Avenue, 9m wide

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Photo 7 : 17<sup>th</sup> Avenue and R43 Intersection : View in easterly direction



Photo 8 : 17<sup>th</sup> Avenue and R43 Intersection : View in easterly direction



Photo 9 : View in southerly direction at 17<sup>th</sup> Avenue and R43 Intersection



Photo 10 : 17<sup>th</sup> Avenue and R43 Intersection : View in easterly direction



Photo 11 : Stormwater culvert crossing of R43 near Prawn Flats access



Photo 12 : Access to Prawn Flats and stormwater crossing

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Photo 13 : Prawn Flats access and R43 intersection : View in easterly direction



Photo 14 : Prawn Flats access and R43 intersection : View in westerly direction



Photo 15 : Stormwater channel above Klein River Lagoon Park



Photo 16 : Stormwater channel above Klein River Lagoon Park



Photo 17 : Channel parallel to the R43 above Klein River Lagoon Park



Photo 18 : Existing Jetty at Prawn Flats

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Photo 19 : Existing boat ramp at Prawn Flats



Photo 20 : Second and older boat ramp at Prawn Flats



Photo 21 : Boat hire company at Prawn Flats



Photo 22 : Turning area at Prawn Flats boat ramp



Photo 23 : Boat hire company at Prawn Flats



Photo 24 : Entrance to Klein River Lagoon Park from Prawn Flats access road

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Photo 25 : Access road within the Klein River Lagoon Park



Photo 26 : Entrance to Klein River Lagoon Park from Prawn Flats access road



Photo 27 : Typical homes at Klein River Lagoon Park



Photo 28 : Stormwater channel berm parallel to R43 at Klein River Lagoon Park



Photo 29 : Klein River Lagoon Park Internal road



Photo 30 : Houses at along estuary in Klein River Lagoon Park

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Photo 31 : Houses at along estuary in Klein River Lagoon Park



Photo 32 : Sewage collection point (conservancy tank) at Klein River Lagoon Park



Photo 33 : Klein River Lagoon Park houses along the estuary



Photo 34 : Electricity kiosk at Klein River Lagoon Park



Photo 35 : Mountain above the site



Photo 36 : Mountain above the site

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Photo 37 : Remains of De Mond houses



Photo 38 : Stormwater pipe outlet on western part of De Mond



Photo 39 : Stormwater pipe outlet on western part of De Mond



Photo 40 : Stormwater furrow downstream of outlet



Photo 41 : View of estuary from De Mond



Photo 42 : Remains of De Mond houses

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Photo 43 : Remains of De Mond houses



Photo 44 : Remains of De Mond houses



Photo 45 : Remains of De Mond houses



Photo 46 : Remains of De Mond houses



Photo 47 : Remains of De Mond houses



Photo 48 : View of estuary from De Mond

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Photo 49 : Remains of De Mond houses



Photo 50 : Existing retaining walls at De Mond



Photo 51 : Overhead electricity cables at De Mond



Photo 52 : Overhead electricity cables at De Mond



Photo 53 : Remains of the De Mond houses



Photo 54 : Trees on the De Mond site

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Photo 55 : Ablution building De Mond



Photo 56 : Control kiosk of existing sewage pumping station at De Mond



Photo 57 : Remains of house at De Mond



Photo 58 : View from De Mond to Klein River Lagoon Park



Photo 59 : Ablution building at De Mond



Photo 60 : Condition of boundary fence along the R43

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Photo 61 : Shop and Hall at De Mond



Photo 62 : Shop and Hall at De Mond



Photo 63 : Scout Camp Sewage Pumping Station : Control panel



Photo 64 : Scout Camp Sewage Pumping Station : Standby Generator



Photo 65 : Scout Camp Sewage Pumping Station : Control panel of Standby power



Photo 66 : Moesselriver sewage pumping station : Existing pipework

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Photo 67 : Mosselriver sewage pumping station : Control panel and transformer



Photo 68 : Mosselriver sewage pumping station : Pump motor information



Photo 69 : Mosselriver sewage pumping station : Pumping station



Photo 70 : Mosselriver sewage pumping station : Transformer



Photo 71 : Mosselriver sewage pumping station : Roof of pumping station

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Photo 72 : Mosselriver sewage pumping station : Access to pumping station and proximity to the River

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**17. ANNEXURE C.2: PHOTO FILE- ENVIRONMENTAL FOCUS**

**De Mond Camp Site and Klein River Lagoon Park**

All photos taken on 8 May 2014



**Photo 1:** Views of the existing controlled access point into the De Mond Caravan Park from the suburb of Voëlkop to the west. Note the security and office building. These buildings could be refurbished and retained.



**Photo 2:** The café and utility hall located near the entrance to the De Mond Caravan Park. These buildings could be refurbished and retained.

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Photo 3: View to the east along one of the internal roads in the De Mond Caravan Park. This road is located on the northern side of the property. This surface wetness is likely to be as a result of groundwater seepage flowing from properties to the north higher up the slope. An engineering solution will need to be found to deal with this seepage water, e.g. by constructing a cut-off drain along the northern boundary of the site.



Photo 4: The existing ablution facility at the De Mond Caravan Park. This building could be refurbished and retained if needed for a caravan / camping park.

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Photo 5: The Caravan Park is serviced by a system of conservancy tanks and pumps which connect with the Municipal sewage reticulation network. This system may need to be upgraded.



Photo 6: View from the De Mond Caravan Park over some of the existing “park homes” at the Klein River Lagoon Park. These houses are situated between a mixture of indigenous and exotic garden tree species (note the sisal tree in the middle of the image).

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Photo 7: View from the De Mond Caravan Park over a “park home” at the Klein River Lagoon Park. This “park home” and others are situated below the 5 m set-back level for the lagoon should therefore be removed.



Photo 8: Two of the remaining “park-homes” at the De Mond Caravan Park. These structures are yet to be vacated and removed from the property.

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Photo 9: Alien Acacias, Eucalyptus and herbaceous weeds are spreading at the De Mond Caravan Park, and are likely to invade areas containing indigenous vegetation on the site and in the surrounding area. As such, a Landscape Architect should also, in collaboration with an appointed Environmental Assessment Practitioner, provide guidelines for the removal of alien and weedy plant species from the site. A list of indigenous and/or non-invasive water-wise trees and shrubs must be used in gardens and open space areas.



Photo 10: Escaped "garden species", such as these ferns, are invading the indigenous habitats on the site, and should be removed.

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Photo 11: One of the vacated stands at the De Mond Caravan Park. This terrace is above the 5 m contour. A more environmentally friendly and aesthetic gravity retaining wall system should be used in the re-development of the Caravan Park. The alien trees and shrub species should be removed. The lower terrace could be rehabilitated using indigenous grasses for use as a public open space.



Photo 12: View along the estuary margin at the De Mond Caravan Park. Note the indigenous Milkwood Forest just above the quartzitic sandstone outcrop of the Table Mountain Group. Sensitive aquatic vegetation is growing below the high water mark, and between the high water mark and the Milkwood Forest. The patch of exotic *Papyrus sp.* Reeds, which should be removed [white arrow], is growing within a wetland marsh.

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**Photo 13:** View along the estuary margin at the De Mond Caravan Park. Note the indigenous Milkwood Forest, and the sensitive aquatic vegetation. An abandoned channel of the Klein River Estuary occurs along the western rock-protected edge of the estuary. To avoid trampling of this vegetation, a raised boardwalk, complete with informative signboards could be constructed along the estuary, possibly even leading towards the bird hide at Maanskynbaai.



**Photo 14:** View over the estuary from the De Mond Caravan Park. Note mud flats which support aquatic vegetation crucial to the survival of indigenous fish and bird species. Note the Table Mountain Sandstone rock outcrop in the foreground and the Greater Flamingos, Red-Knobbed Coats and other water birds.

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Photo 15: People gathering white mussels or prawns in the Klein River Estuary. The EMP for the project should include directives relating to the use of the estuary and its resources. Note the hummocky dunes developing on the sand bar across the mouth of the estuary. The vegetation growing on the dunes increases the robustness of the dunes which could eventually develop into a permanent barrier-dune system.



Photo 16: *Lachenalia* [Sandviooltjies] and other bulb species are present in cracks and fissures in the Table Mountain Sandstone rocks that line the estuary margin. These plants should be protected from disturbance when existing concrete foundations are removed from the old caravan park and/or when new structures are built. The appointed ECO should, *inter alia*, oversee this aspect of the construction process.

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Photo 17: The glossy pink *Orphium frutescens* flowers in the Cape Coastal Lagoons vegetation type always attracts attention. To avoid trampling of this vegetation, a raised boardwalk, complete with informative signboards could be constructed along the estuary margin.



Photo 18: View along the estuary margin towards some of the existing houses at the Klein River Lagoon Park. These houses are situated between a mixture of indigenous and exotic garden tree species. The retaining wall is built of concrete blocks and is probably at a height of ± 2.5 m. This retaining wall should be removed and a more environmentally friendly sea-wall constructed (such as a waterlöffel gravity retaining wall system). This wall can be terraced towards the resort to a height of ± 3.2 m above mean sea level (i.e. above the natural breaching level of the sand berm across the estuary mouth).

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Photo 19: View along the estuary margin towards a boat house, slipway and wooden jetty at the Klein River Lagoon Park. Should the tender to re-develop the site include the development / enlargement of boardwalks, slipways or jetties, a specialist Estuarine Ecologist should be appointed to inform such work, and to propose measures to mitigate any negative environmental impacts on the natural environment.



Photo 20: One of the vacated stands at the De Mond Caravan Park. This stand, and others like it, should be completely cleared of building materials and foundations, and rehabilitated under the supervision of an appointed ECO and Landscape Architect. The rock revetment, used to protect the structure, should also be removed.

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Photos 21 and 22: Vacated stands at the De Mond Caravan Park. These stands, and others like them, should be completely cleared of building materials and foundations, and rehabilitated under the supervision of an appointed ECO and Landscape Architect. The Milkwood Trees especially must be protected from disturbance when existing concrete foundations, paving and slabs / floors are removed. Removal of such structures around the trees should be undertaken by hand.

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Photos 23 and 24: An un-named stream, which most probably forms part of the Municipal stormwater drainage network of Voëlklip (drainage pipe indicated by white arrow), flows through the Milkwood Forest and into the Estuary. The stream-banks are steep, and are lined with indigenous forest tree species, along with alien "garden species" and other weeds. Infrastructure and resort development should be set back from this stream.

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Photo 25: View of a boat house for storing small water craft, which is located where the stream enters the estuary. Should the tender to re-develop the site include the upgrading or enlargement of any boat houses, a specialist Estuarine Ecologist should be appointed to inform such work, and to propose measures to mitigate any negative environmental impacts associated with such work.

Prawn Flats

All photos taken on 14 June 2012



Photo 26: A boat hire company hires kayaks and windsurfers to the public from Prawn Flats. Ferry cruises on the estuary are also offered off Prawn Flats. Note the Willow and Eucalyptus trees.

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Photo 27: A grassed earth-rubble-filled terrace has been constructed at a height of approximately 2.8m above mean sea level at Prawn Flats to provide ease of access for the public to boats off a fixed wooden jetty. Even so, portions of the Prawn Flats recreational node and parking area are occasionally flooded when the estuary mouth is closed to the sea by a sand berm. A proper sea-wall should be built for retaining the fill of the grassed terrace. The jetty should also be reconstructed.



Photo 28: A wetland area, resulting from seepage water (characterised by Vleitjiesriet *Phragmites australis*), occurs on the Prawn Flats portion of the site, behind the toilet block. This wetland area should be avoided, and should not be disturbed. The toilet block should however be removed and placed on higher ground and connected to the Municipal sewage system.

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Photo 29: The beacon at Prawn Flats, which is intended to inform artificial breaching of the estuary (when the water level reaches a minimum of 2.1 m above mean sea level [arrow]).

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**18. ANNEXURE D: NEMA: EIA REGULATIONS, 2010 – BASIC ASSESSMENT PROCESS**
**1. REGULATIONS AND LISTED ACTIVITIES**

1.1. The following activities under Listing Notices 1 & 3 may be triggered by the Development.

Government Notice No. 546 (LN 3): Basic Assessment Activities triggered	
<p><b>Activity 6:</b> The construction of resorts, lodges or other <b>tourism accommodation</b> facilities that sleep 15 people or more.</p> <p>i. In an estuary;</p> <p>ii. All areas outside urban areas;</p> <p>iii. In urban areas:</p> <p>aa) Areas seawards of the development set-back line or within 1 kilometre from the high-water mark of the sea if no such development set-back line is determined;</p> <p>bb) Areas on the watercourse side of the development set-back line or within 100 metres from the edge of a watercourse where no such set-back line has been determined.</p>	
<p><b>Activity 16:</b> The construction of:</p> <p>(i) jetties exceeding 10 square metres in size;</p> <p>(ii) slipways exceeding 10 square metres in size;</p> <p>(iii) buildings with a footprint exceeding 10 square metres in size; or</p> <p>(iv) infrastructure covering 10 square metres or more</p> <p>where such construction occurs within a watercourse or <b>within 32 metres of a watercourse</b>, measured from the edge of a watercourse, excluding where such construction will occur behind the development set-back line.</p> <p>(d) <b>In the Western Cape</b></p> <p>i. In an estuary;</p> <p>iii. Inside urban areas:</p> <p>aa) Areas zoned for use as public open space;</p> <p>bb) Areas designated for conservation use in Spatial Development Frameworks adopted by the competent authority or zoned for a conservation purpose;</p> <p>cc) Areas seawards of the development set-back line or <b>within 100 metres of the high water mark</b> where no set-back line.</p>	
Government Notice No. 544 (LN 1): Basic Assessment Activities triggered	
<p><b>Activity 18:</b> The infilling or depositing of any material of more than 5 cubic metres into, or the dredging, excavation, removal or moving of soil, sand, shells, shell grit, pebbles or rock of more than 5 m<sup>3</sup> from:</p> <p>(i) a watercourse;</p> <p>(ii) the sea;</p> <p>(iii) the seashore;</p> <p>(iv) the littoral active zone, an estuary or a distance of <b>100 metres inland of the high-water mark of the sea or an estuary</b>, whichever distance is the greater- but excluding where such infilling, depositing, dredging, excavation, removal or moving</p> <p>(a) is for maintenance purposes undertaken in accordance with a management plan agreed to by the relevant environmental authority; or</p> <p>(b) occurs behind the development set-back line.</p>	
<p><b>Activity 23:</b> The transformation of undeveloped, vacant or derelict land to</p> <p>(i) residential, retail, commercial, recreational, industrial or institutional use, inside an urban area, and where the total area to be transformed is <b>5 hectares or more</b>, but less than 20 hectares.</p> <p>(ii) residential, retail, commercial, recreational, industrial or institutional use, outside an urban area and where the total area to be transformed is bigger than 1 hectare but less than 20 hectares; - except where such transformation takes place for:</p> <p>i) linear activities; and</p> <p>ii) for purposes of agriculture or afforestation in which case Activity 16 of LN 2 applies.</p>	

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Government Notice No. 544 (LN 1): Basic Assessment Activities triggered
<p><b>Activity 11</b> The construction of:            (xi) infrastructure or structures covering 50 square metres or more where such construction occurs within a watercourse or <b>within 32 metres of a watercourse</b>, measured from the edge of a watercourse, excluding where such construction will occur behind the development set-back line.</p>
<p><b>Activity 16:</b> Construction or earth moving activities in the sea, an estuary, or within the littoral active zone or a distance of <b>100 metres inland of the high-water mark of the sea or an estuary</b>, whichever is the greater, in respect of-</p> <p>(i) fixed or floating jetties and slipways;            (ii) tidal pools;            (iii) embankments            (iv) rock revetments or stabilising structures including stabilising walls;            (v) buildings of 50 square metres or more; or            (vi) infrastructure covering 50 square metres or more –but excluding</p> <p>a) if such construction or earth moving activities will occur behind a development set-back line; or            b) where such construction or earth moving activities will occur within existing ports or harbours and the construction or earth moving activities will not increase the development footprint or throughput capacity of the port or harbour;            c) where such construction or earth moving activities is undertaken for purpose of maintenance of the facilities mentioned in (i)-(vi) above; or            d) where such construction or earth moving activities is related to the construction of a port or harbour, in which case activity 24 of Notice 545 of 2010 applies.</p>

## 2. BASIC ASSESSMENT PROCESS

The following sections describe the scope of work required for a NEMA Basic Assessment process, as stipulated in the 2010 NEMA EIA Regulations.

## 3. BASIC ASSESSMENT APPLICATION FORM

3.1. The initial steps of the Basic Assessment (BA) process should include the following:

- 3.1.1. Compile the preferred and alternative Site Development Plans (“SDP”) including the project description.
- 3.1.2. Complete the Basic Assessment Application Form, prepare supporting documentation and submit all the documentation to the competent authority, i.e. the Department of Environmental Affairs and Development Planning (“DEA&DP”).

## 4. BASIC ASSESSMENT REPORT AND ENVIRONMENTAL MANAGEMENT PROGRAMME

- 4.1. The following activities must be undertaken by an Environmental Assessment Practitioner (“EAP”) once the application has been submitted and accepted:
- 4.2. Compile the Terms of Reference (“TOR”) for the specialists and appoint them. This can be done by the EAP on behalf of the Applicant.
- 4.3. Prepare a Draft Basic Assessment Report (“BAR”) in the format as provided by the DEA&DP and incorporate the content of the specialist reports into the Draft BAR.
- 4.4. If required by the Department of Water Affairs (“DWA”), prepare a Technical Report and complete the relevant Forms as part of the Water Use Licence Application (“WULA”) or General Authorisation (“GA”) to be included into the BAR and also be incorporated into the public participation process.
- 4.5. Compile a Draft Environmental Management Programme (“EMP”) based on the results of the Draft BAR and specialist studies, and the potential impacts of the proposed project on the environment. The Draft EMP must include any mitigation suggested by the EAP and specialists that may be required to reduce potentially negative impacts or enhance positive impacts that may result from the proposed project.
- 4.6. Note that alternative site layout plans of the proposed development (e.g. internal layouts) must be included into the BAR, since the assessment of alternatives is a legal requirement in terms of the NEMA.

## 5. PUBLIC PARTICIPATION ACTIVITIES: PROJECT ANNOUNCEMENT AND DRAFT REPORTS

- 5.1. The initial public participation activities that should be undertaken as part of the BA process include the following:
- 5.1.1. Compile a pro-active stakeholder database. The following interested and affected parties (“I&APs”) must be identified and added to the pro-active stakeholder database (also as required in terms of the NEMA EIA Regulations of 2010):

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- 5.1.1.1. the owners of the application properties or the persons in control of that land;
  - 5.1.1.2. the occupiers of the application properties (if any);
  - 5.1.1.3. the owners and occupiers of land adjacent to the properties where the activities are to be undertaken;
  - 5.1.1.4. the municipal councillor of the ward(s) in which the subject properties are situated;
  - 5.1.1.5. any organisation(s) of ratepayers that represents the community in the area;
  - 5.1.1.6. Overstrand Municipality as the authority which has jurisdiction in the area;
  - 5.1.1.7. any organ of state having jurisdiction in respect of any aspect of the activities (e.g. Cape Nature, HWC and DWA);
  - 5.1.1.8. relevant Non-governmental Organisations (“NGOs”) and Community-based Organisations (“CBOs”) that operate in the project area; and
  - 5.1.1.9. any other party as required by the Competent Authority, i.e. the DEA&DP.
- 5.1.2. Prepare a Background Information Document (“**BID**”) that provides background information of the project, invite people to register as I&APs and invite I&APs to comment on the Draft BAR and Draft EMP.
  - 5.1.3. Distribute the BID to I&APs on the pro-actively identified stakeholder database and make copies available in the Hermanus Public Library.
  - 5.1.4. Prepare, print and attach site notices (notice boards) at the publically accessible boundary fences closest to the application sites. The notice board/s must provide relevant information regarding the BA process.
  - 5.1.5. Prepare and publish a newspaper advertisement(s), in one local (in English) newspaper (Hermanus Times) informing the public of the BA process being undertaken, inviting them to register as I&APs for the project, informing them of the availability of the BID and inviting them to provide written comment on the Draft BAR. The BID and Draft BAR should also be loaded onto the EAP’s website to enable the public and government officials to gain easy access to the documents.
  - 5.1.6. The Draft BAR and EMP must be made available for public review at one public place (e.g. at the Hermanus Public Library).
  - 5.1.7. Deliver copies of the Draft BAR and Draft EMP to the relevant key I&APs and Government Departments and to DEA&DP, who must in turn send letters to the various identified organs of State, in terms of Section 24O(2) and (3) of the NEMA, requesting them to provide comment on the proposed project.
  - 5.1.8. I&APs and commenting State Departments must be given 40 days to comment on the Draft BAR and Draft EMP.
  - 5.1.9. Convene and hold a public meeting for the project during the above 40-day commenting period. Send notes of the public meeting to meeting attendees.
  - 5.1.10. Maintain a register of all I&APs that apply in writing to be registered as I&APs and who have submitted written comments as well as all organs of state which have jurisdiction in respect of the activity to which the application relates.
  - 5.1.11. Include all the information regarding the public participation process as an appendix to the BAR.

## 6. FINALISE DOCUMENTATION

- 6.1. The following activities must be undertaken by the EAP when finalising the BAR and EMP:
  - 6.1.1. Collate the comments received during the public participation process into a Comments and Responses Table and provide responses to such comments. The Comments and Responses Table and the original comments received must be included as Appendices to the Final BAR.
  - 6.1.2. Revise the BAR and EMP based on the results of the public participation process (i.e. written comments received).

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**7. PUBLIC PARTICIPATION ACTIVITIES: FINAL REPORTS**

- 7.1. It will be necessary to make the Final BAR and EMP available for a final round of public review, which must include the following activities:
- 7.1.1. Make the Final BAR and EMP available for public review at one public place (Hermanus Public Library) for a 21-day commenting period.
  - 7.1.2. Place an electronic copy of the documentation on the EAP's website, and deliver hard copies of the report to key I&APs (i.e. Government Departments) on request.
  - 7.1.3. Attach the comments received during the final phase of the public participation process as an Appendix to the Final BAR.

**8. SUBMIT FINAL DOCUMENTATION**

The Final BAR and EMP, together with any comments received on the Final Reports, must be submitted to the DEA&DP after lapsing of the final commenting period.

**9. PUBLIC PARTICIPATION ACTIVITIES: NOTIFICATION OF DEA&DP AUTHORISATION**

- 9.1. Inform all registered I&APs in writing of the DEA&DP decision and of their right to an appeal process. Place an advertisement in the same newspaper as before, informing I&APs of the decision.
- 9.2. A project programme must be included in the Application Form for the above project.

**10. SPECIALIST REPORTS**

- 10.1. The following specialist reports / inputs may be included as part of the Basic Assessment Process:
- 10.1.1. The compilation and submission of the Notification of Intent to Develop ("NID") to Heritage Western Cape ("HWC").
  - 10.1.2. Should the tender to re-develop the site include the development of infrastructure below the 5m contour a specialist Estuarine Ecologist should be appointed to inform such work, and to propose measures to mitigate any negative environmental impacts associated with such work.
  - 10.1.3. A qualified Landscape Architect / Urban Designer to assist with the Site Development Plan and for the landscaping design of the project.
  - 10.1.4. A full Engineering Services Report incorporating a Traffic Impact Report / Statement and the required bulk engineering services including a Stormwater Management Plan ("SWMP").

**11. BASIC**

The following assumption applies to the scope of work provided above:

- 11.1. The potentially triggered activities as pointed out based on the 2010 NEMA EIA Regulations rely on the information available and the understanding of the project at the time of compiling this document. The availability of additional information and/or any changes to the development proposal and/or relevant legislation could result in a need to update this document.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

**19. ANNEXURE E: MINIMUM STANDARDS FOR CIVIL ENGINEERING SERVICES**

**OVERSTRAND  
MUNICIPALITY**

**DRAFT MINIMUM STANDARDS  
FOR  
CIVIL ENGINEERING SERVICES**

**INDEX**

1. INTRODUCTION
2. GENERAL
3. SEWERS
4. WATER
5. STORMWATER
6. ROADS
7. DUCTING

## 1. INTRODUCTION

### 1.1 PURPOSE OF THE GENERAL STANDARDS

The purpose of the following general standards is not to replace any of the design guidelines, but to lay down minimum general standards required by the Overstrand municipality in the design process.

## 2. GENERAL

### 2.1 USING THESE STANDARDS

These standards must be read in conjunction with other guidelines with the ultimate goal to provide maintainable standardized services.

### 2.2 OTHER APPLICABLE DESIGN GUIDELINES

- 2.2.1 All design work shall be to the minimum standard of the Guidelines for the provision of engineering services and amenities in residential township developments "red book" or better, or Overstrand Municipal Specification where this exceeds the "red book" standard.
- 2.2.2 All design work; roads, stormwater, water, sewers, landscaping, irrigation, equestrian facilities, etc. shall be design according to all relevant codes of practice, policy and guidelines and shall be designed by a suitably registered person and any such work shall be constructed under the supervision of such a registered person.

### 2.3 STANDARD SPECIFICATIONS

All materials and workmanship shall comply with the specifications as set out in the South African Bureau of Standards for Civil Engineering (SABS/SANS).

### 2.4 MANAGEMENT PLANS

- 2.4.1 The whole of the works shall be covered by one comprehensive construction environmental management plan and be overseen by a single Environmental Control Officer. The ECO shall conduct monthly audits and the results shall be submitted through the consultants to the municipality.
- 2.4.2 A comprehensive operational infrastructure management plan shall be drawn up and submitted for approval by the municipality's civil services department. The management plan is required for the whole of the development and must include but not be limited to:
- Water demand/balance plan, including potable recycled and irrigation water.
  - Environmental management plan.
  - Maintenance plan for roads, storm water, sewer and water infrastructure.
  - Waste management.
- 2.4.3 Where applicable all water network components upstream of the bulk water meter shall be a private combined system and shall be indicated as such on all documents and plans.
- 2.4.4 Where applicable all sewer network components upstream of the connection to the existing municipal system shall be a private combined system and shall be indicated as such on all documents and plans.

## 2.5 AGREEMENTS

- 2.5.1 A services agreement shall be entered into prior to the start of construction, where in shall be detailed the apportionment of funding of any new works common to the area, including but not limited to road network upgrading, sewerage treatment works upgrading, bulk water supply upgrading. The developer is however responsible for the payment of a bulk services levy or the bulk service cost needed for the development.
- 2.5.2 Where applicable any use of effluent from the WWTW shall be dealt with in the services agreement.

## 2.6 CONSTRUCTION

- 2.6.1 The municipality shall be represented at all the site meetings for the duration of the construction of the works and to this end timeouts notification of such meetings shall be supplied to the municipalities representative from the civil engineering department.
- 2.6.2 The whole of the works shall fall under the control of a single project manager.
- 2.6.3 Existing municipal or private services are to be exactly located on site under the guidance of the RE in conjunction with representatives of the relevant sections of the municipality, service providers, or owners before any construction work begins.
- 2.6.4 No structures whatsoever are allowed over or within 1m of any municipal or private combined underground service.
- 2.6.5 All work carried out by the developers construction team on municipal services or property is to be inspected by a responsible person from this municipality before such work is covered.
- 2.6.6 At completion of construction a final inspection will be conducted by responsible persons from this municipality in conjunction with the contractor and consultant.
- 2.6.7 Copies of all test results are to be available to this municipalities representative before the final inspection.
- 2.6.8 Any damage to municipal services will be repaired at the developers cost.

## 2.7 TRAFFIC

- 2.7.1 Any possible disruption to the traffic flow around the construction site must be discussed with the traffic section and the relevant responsible person from this municipality's civil services department.
- 2.7.2 The construction site in the existing road reserves must be kept safe at all times for pedestrians and motor vehicles.
- 2.7.3 This permission is only valid for the period of construction and thereafter the road reserves and any other municipal property must be left in a clean and undamaged condition.

## 2.8 LEGAL CLAIMS

The Council / Overstrand municipality is indemnified against any and all claims whatsoever, legal costs included, that may arise on the construction site or because of the construction.

## 2.9 CONDITIONS

- 2.9.1 All conditions of subdivision must be complied with and proof of registration of all servitudes for services (private or bulk municipal) must be presented to the municipality.
- 2.9.2 All of the conditions as set out in these conditions shall be complied with prior to the start of any construction except for \*\*\* and \*\*\* which shall be completed prior to the transfer of the last 50 % of the erven in the development.

## 2.10 DEFECTS LIABILITY PERIOD

A defects liability period is applicable for all developments where public services need to be taken over by the Overstrand municipality. Developers shall provide a retention money guarantee percentage of the services cost to be executed by a bank in an approved format or as otherwise specified by the municipality.

## 2.11 AS BUILT INFORMATION SUPPLIED BY CONSULTANTS

A set of "as built" drawings, hard copy, together with the data in electronic format based on WGS 84 co-ordinates and DWG format, must be provided at the developers cost after the completion of all the services and must be handed over at the final inspection to the municipality. Other requirements will be under Section 8 of this specifications.

### 3. SEWERS

#### 3.1 GENERAL

The planning of the internal sewer network for a new development shall be in agreement with the master planning for sewer drainage for the entire Overstrand.

With any proposed development an overall sewerage management plan needs to be submitted that takes into consideration the existing and the future developments.

The existing downstream systems must also be investigated to determine the potential for capacity for additional flows. Use must be made of CES (Community Engineering Services) to do a flow analyse on the existing system to determine the system capacity.

#### 3.2 RELEVANT CODES OF PRACTICE, POLICY AND GUIDELINES

Red Book – Guidelines for Human Settlement Planning and Design

#### 3.3 MAIN SEWERLINES

3.3.1 A conventional sewer system must be provided with separate connections to serve individual erven. The main sewer line must be constructed within the road reserves. Midblock sewer systems will not be allowed unless the topography requires it.

3.3.2 Sewer pipe material:

Diameter Range (mm)	Specification
100 to 300	Class 34 Heavy Duty complying to SABS using spigot and socket rubber ring joints or FC (Fibre Cement) C.O.D Class D bitumen dipped complying to SABS with Triplex couplings.
> 300	As specified by the Municipality.

- No other pipes will be allowed except where specified or discussed with the Municipality.
- All pipes, fittings and accessories will comply to the latest edition of the relevant SABS specifications.

## 3.3.3 Design Criteria for Sewer Pipe Lines:

Minimum diameter - House connections	100mm (nominal dia.)
Minimum diameter - Main lines	150mm (nominal dia.)
Bedding type	Class B (SABS 1200 LB)
Minimum full flow velocity	0.9m/s
Maximum velocity	3.5m/s
Minimum cover over pipes	1000mm
Maximum distance between manholes	90m
Minimum gradient for 100mm pipes	1:60
Minimum gradient for 160mm pipes	
Number of dwelling units:	
Less than 10	1:100
10 to 80	1:120
81 to 110	1:150
111 to 130	1:180
Minimum gradient for pipe sizes > 160mm:	
200	1:260
225	1:300
250	1:340
300	1:440
375	1:600
450	1:760
525	1:940
600	1:1080

3.3.4 All bedding and back filling is to be constructed as to maintain the line and level of all pipes. The bedding and back filling must be in accordance with the requirements of the SABS and supporting specifications.

### 3.4 HOUSE CONNECTIONS

- 3.4.1 Any sewer connection will be made by the municipality into the existing municipal sewer system at the developers cost. Only when the municipality gives permission can the connection be made by a contractor under the supervision of the municipality.
- 3.4.2 Sewer house connections shall be 100mm nominal diameter and shall extend 1.0m within the erf boundary.
- 3.4.3 Each individual erf connection should be terminated with an inspection chamber (600mm x 800mm cover and frame), rodding eye or end cap as prescribed by the municipality.
- 3.4.4 Junctions and specials to be the same wall thickness as the sewer main.
- 3.4.5 Each house connection shall be linked to the main with a Y-junction or be connected at a manhole.

- 3.4.6 Sewer house connection must be at a minimum depth of 0.8m and a maximum of 1.0m. No vertical bends allowed on house connections.
- 3.4.7 No joint connection for two properties will be allowed except where otherwise specified or discussed with the municipality. (Low income housing projects for example).
- 3.4.8 Marker posts must be installed at sewer house connection points about 100mm above ground level and painted red. A grinder mark 5mm deep must also be made with an angle grinder on the kerb in line to the position of the house connection and painted red with an approved paint.

### 3.5 MANHOLES

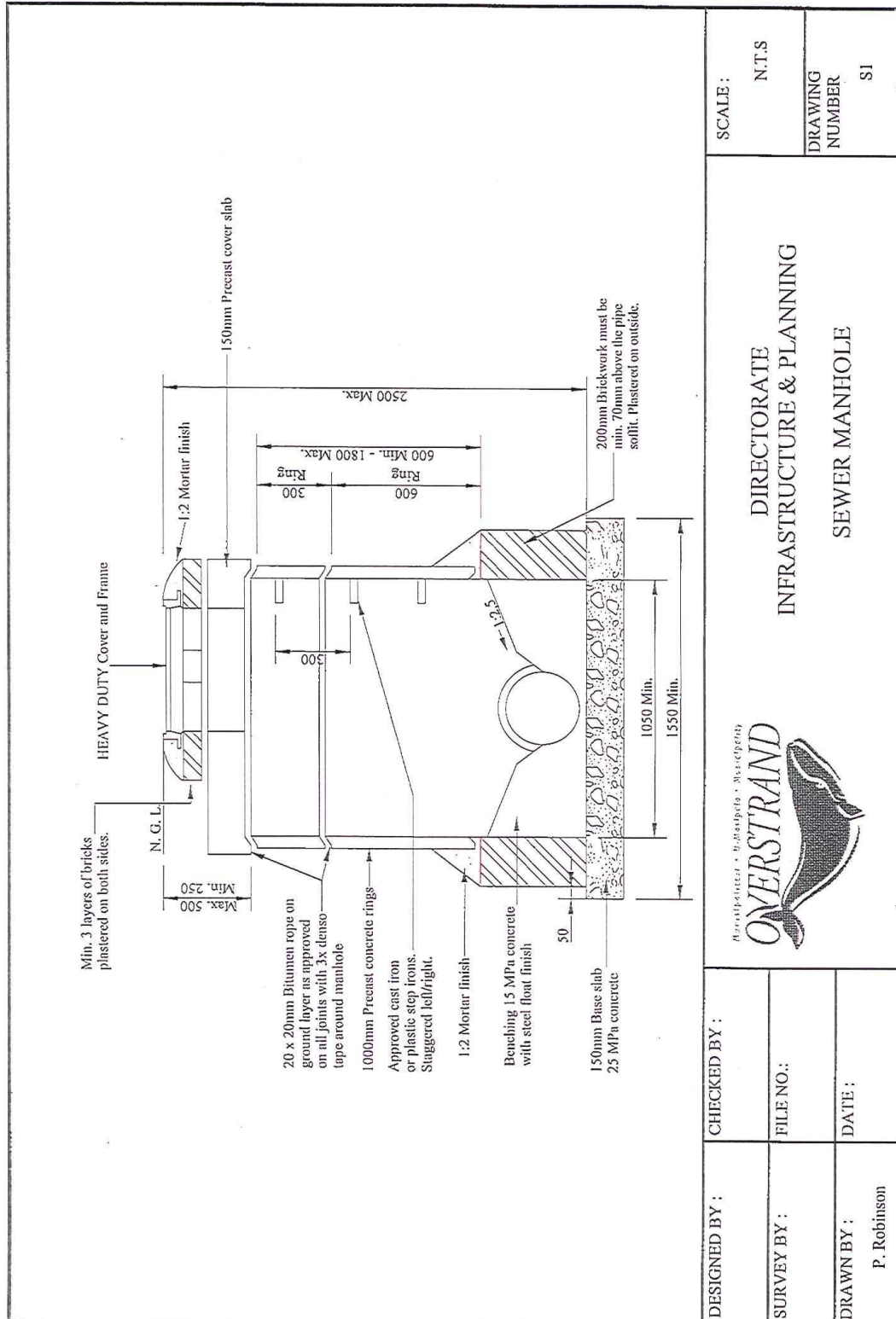
- 3.5.1 Manholes are to be constructed at each junction, change of grade, change in direction and end points with a maximum distance of 90m between manholes.
- 3.5.2 Manholes on the main line are to be constructed of pre-cast concrete rings with a minimum inside diameter of 1,0m. No FC (Fibre Cement) inspection chambers are to be used.
- Concrete for the in-situ base slab: 25 MPa/19mm aggregate.
  - Only precast cover slabs to be used.
- 3.5.3 All joints between pre-cast concrete manhole rings are to be effectively sealed with a propriety sealant (bitumen strips or 3x denso tape), in accordance with the manufactures directions and specified by the municipality.
- 3.5.4 Dolomite aggregate and low alkali sulphate resistant cement shall be used for all concrete, mortar or screeding.
- 3.5.5 A chimney is to be provided on all inspection chambers with a minimum height of 300mm (ie two courses of bricks) and a maximum of 500mm, from the underside of the cover slab to the top of the cover and frame.
- 3.5.6 All brickwork shall be plastered internally and externally (minimum 13mm thick).
- 3.5.7 All manholes will be water tight.
- 3.5.8 Only FC or vitrified clay channels are to be used in inspection chambers. No cement or uPVC channels allowed.
- 3.5.9 The benching must be 15 MPa concrete with a steel float finish.
- 3.5.10 All cover and frames in roads and driveways must be Heavy Duty (Ductile Iron or Cast Iron).
- 3.5.11 Sewer manhole covers and frames must be the same or similar (seal wise) to the cover and frame shown on drawing 3.2.8. The cover and frame must have the single seal to prevent gases from escaping.

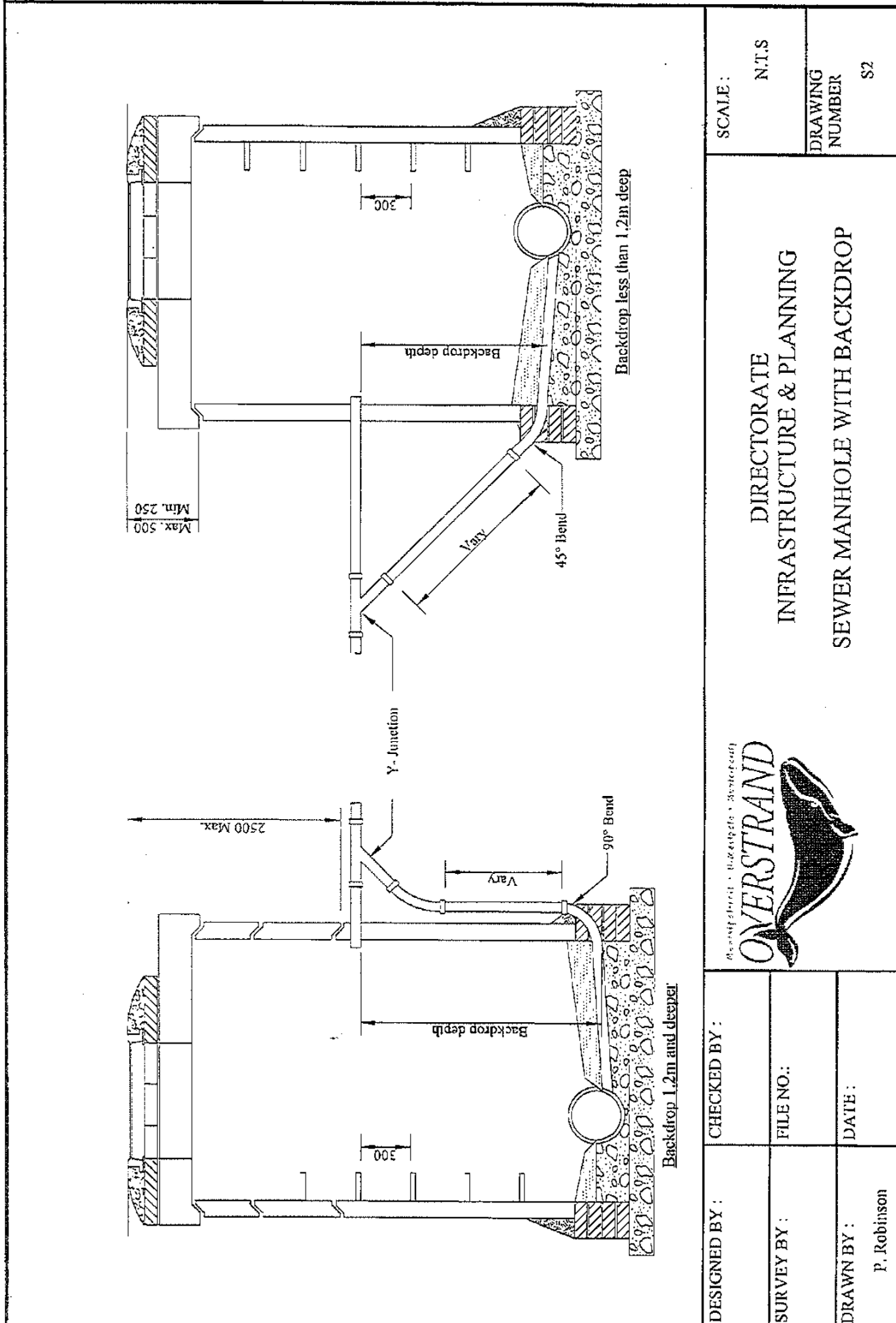
### 3.6 PUMP STATIONS


- 3.6.1 The municipality must approve all new sewerage pump stations prior to construction.
- 3.6.2 An operational and maintenance plan must be provided and approved by the municipality.
- 3.6.3 Details of an alternative power supply to the pump station must be provided in the case of a power failure.
- 3.6.4 Provide details of the type and size of pumps to be installed. A minimum of two pumps are required, a duty and a standby.
- 3.6.5 Provide details of all the electrical switch gear including surge, lightning and spike protection.
- 3.6.6 Provide details of the venting system and what measures are to be used to prevent the entrance of insects.
- 3.6.7 Over and above the capacity available at normal top water level, the pump station sump shall have a minimum emergency storage capacity of 4 hours at the average flow rate or otherwise specified by the municipality.
- 3.6.8 Any rising main to discharge into a transition chamber must be above the invert of the exit pipe.
- 3.6.9 Use S/S 316 or copper pipe for any pipe work and extension pieces in the pump station.
- 3.6.10 All flanges to be drilled SABS 1123 Table 1000/3.
- 3.6.11 The scour valve chamber may not drain into the storm water.
- 3.6.12 Provide method and details of the locking access way to pump station.
- 3.6.13 Handrails should be provided to all landings and stair cases and to the sides of open sumps.
- 3.6.14 Skid-proof surfaces should be provided to all floors and steps for safety
- 3.6.15 The layout of the pumps, pipe work and equipment should be as such to allow for easy access to individual items of equipment without obstructing by pipe work.

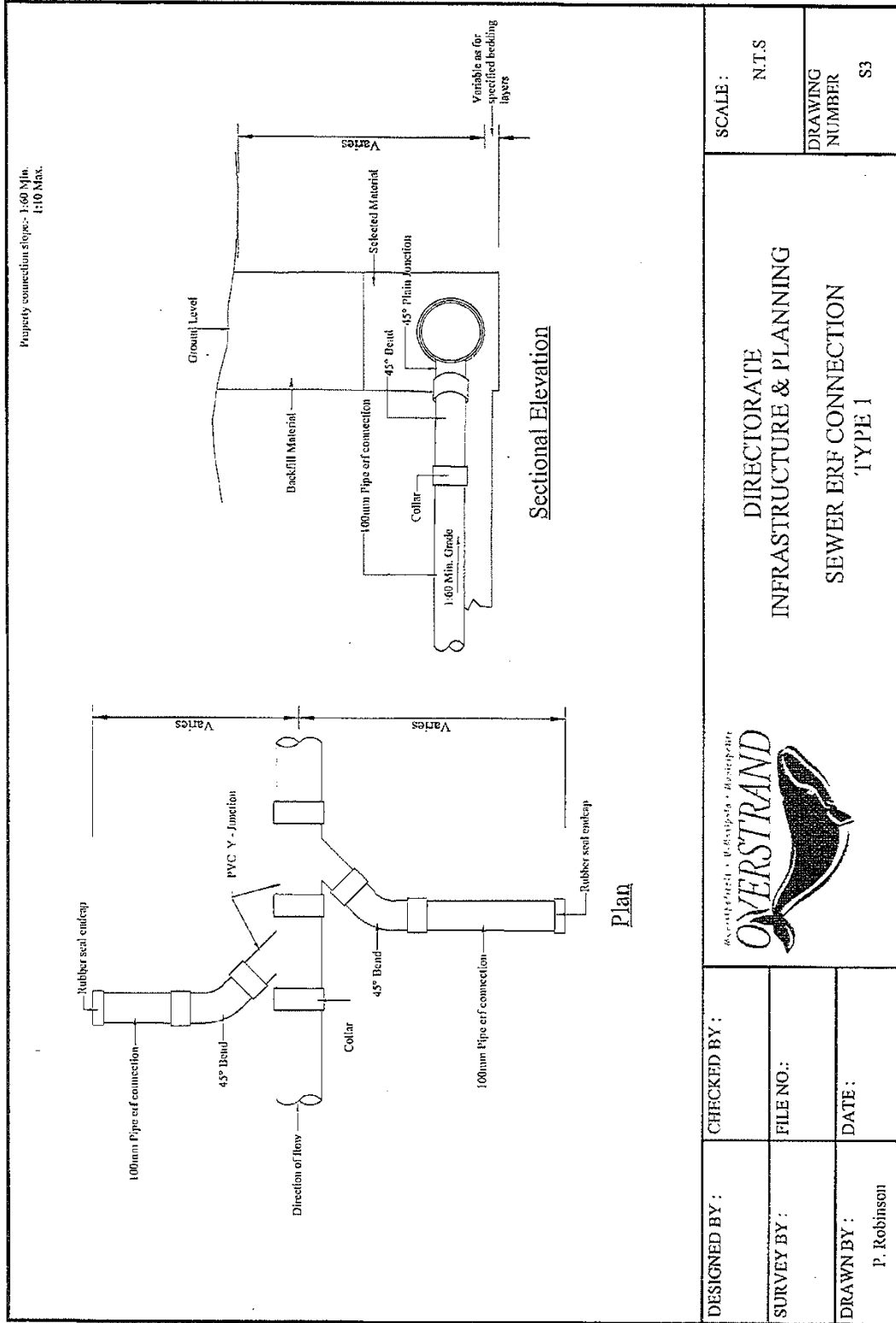
### 3.8 TESTING


All testing shall be carried out according to the SABS standards and in the presence of a registered Engineer and an official of the municipality or otherwise specified by the municipality.

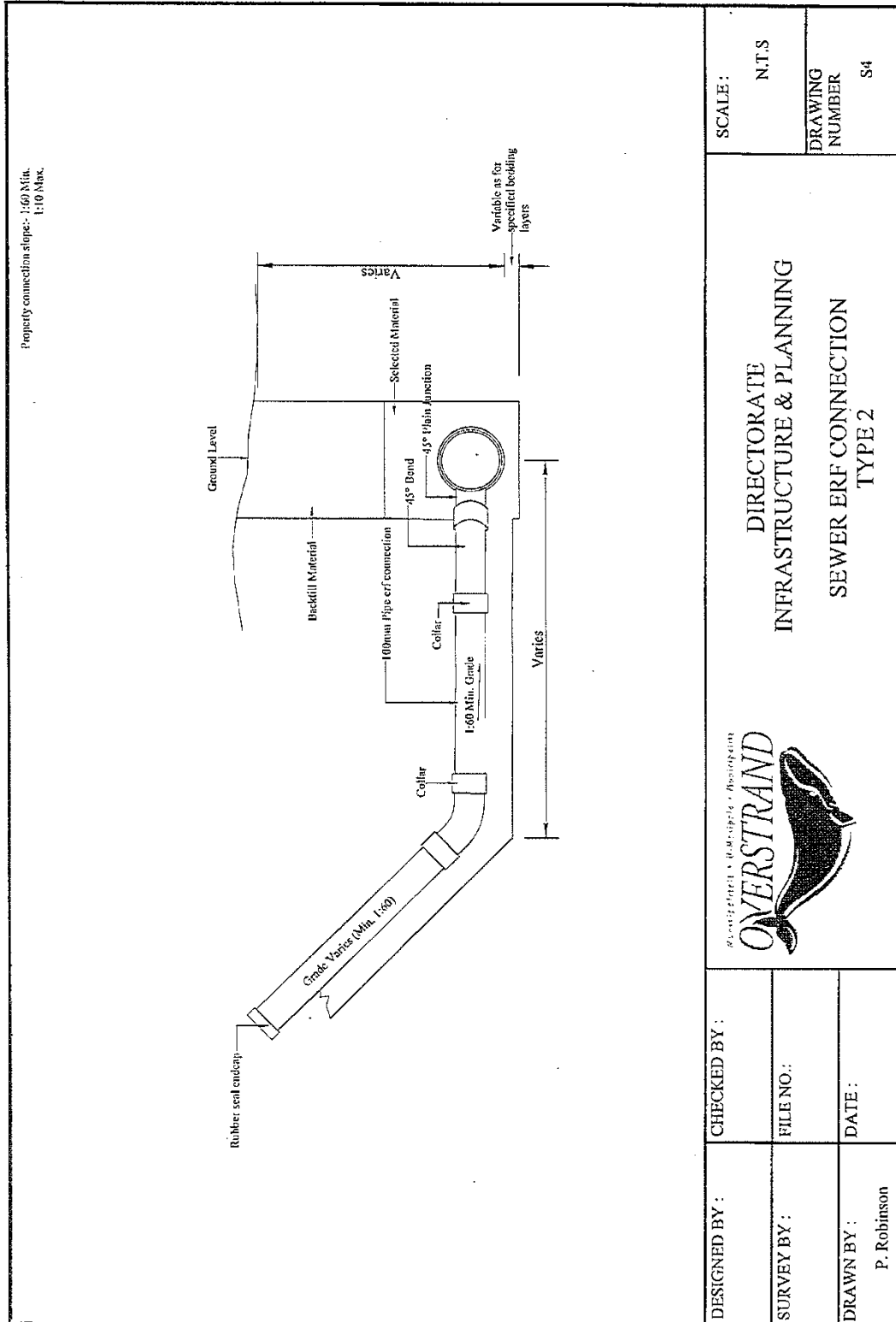




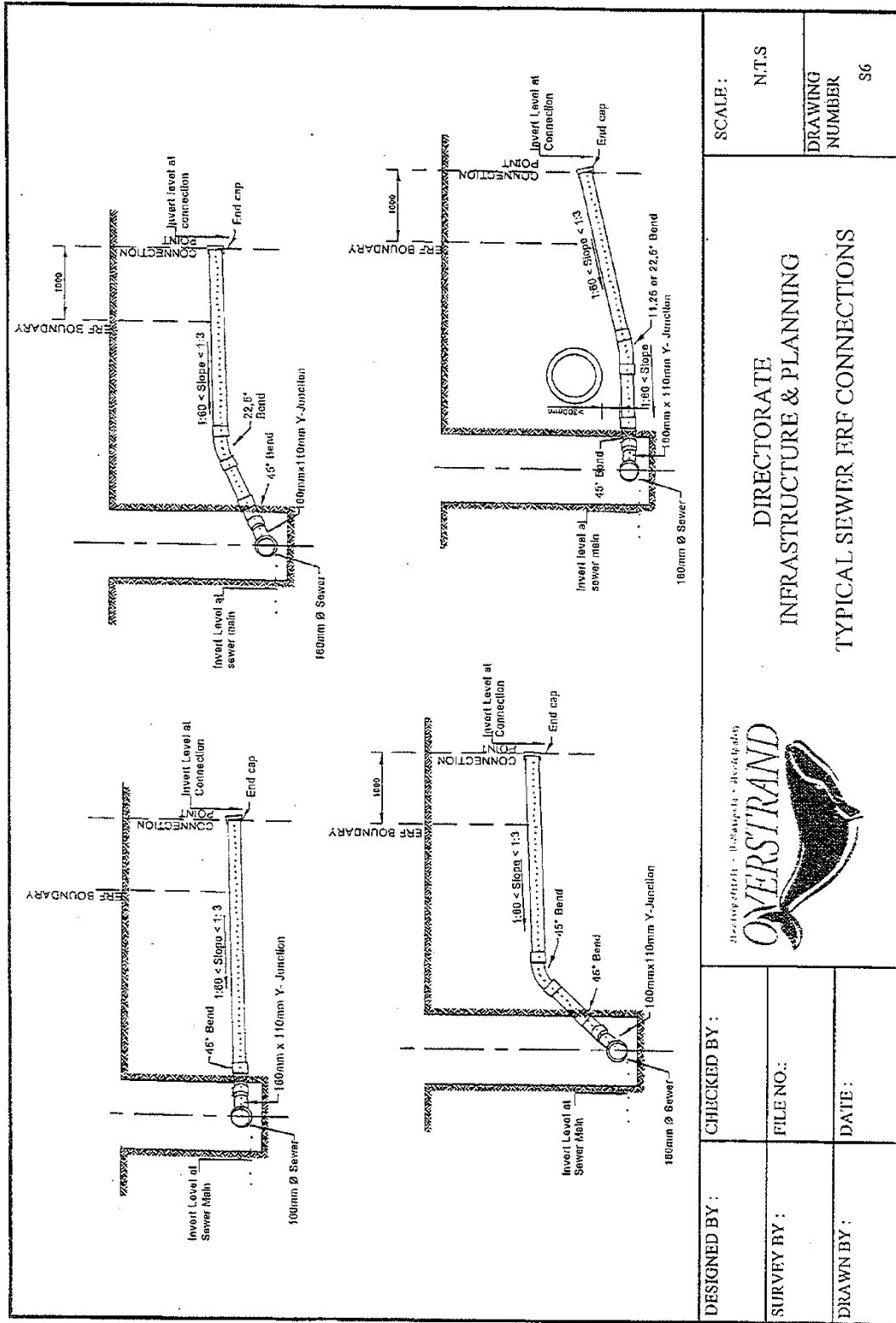
DESIGNED BY :	CHECKED BY :	SCALE :
SURVEY BY :	FILE NO.:	N.T.S
DRAWN BY :	DATE :	DRAWING NUMBER
P. Robinson		S2
 <p>DIRECTORATE INFRASTRUCTURE &amp; PLANNING SEWER MANHOLE WITH BACKDROP</p>		




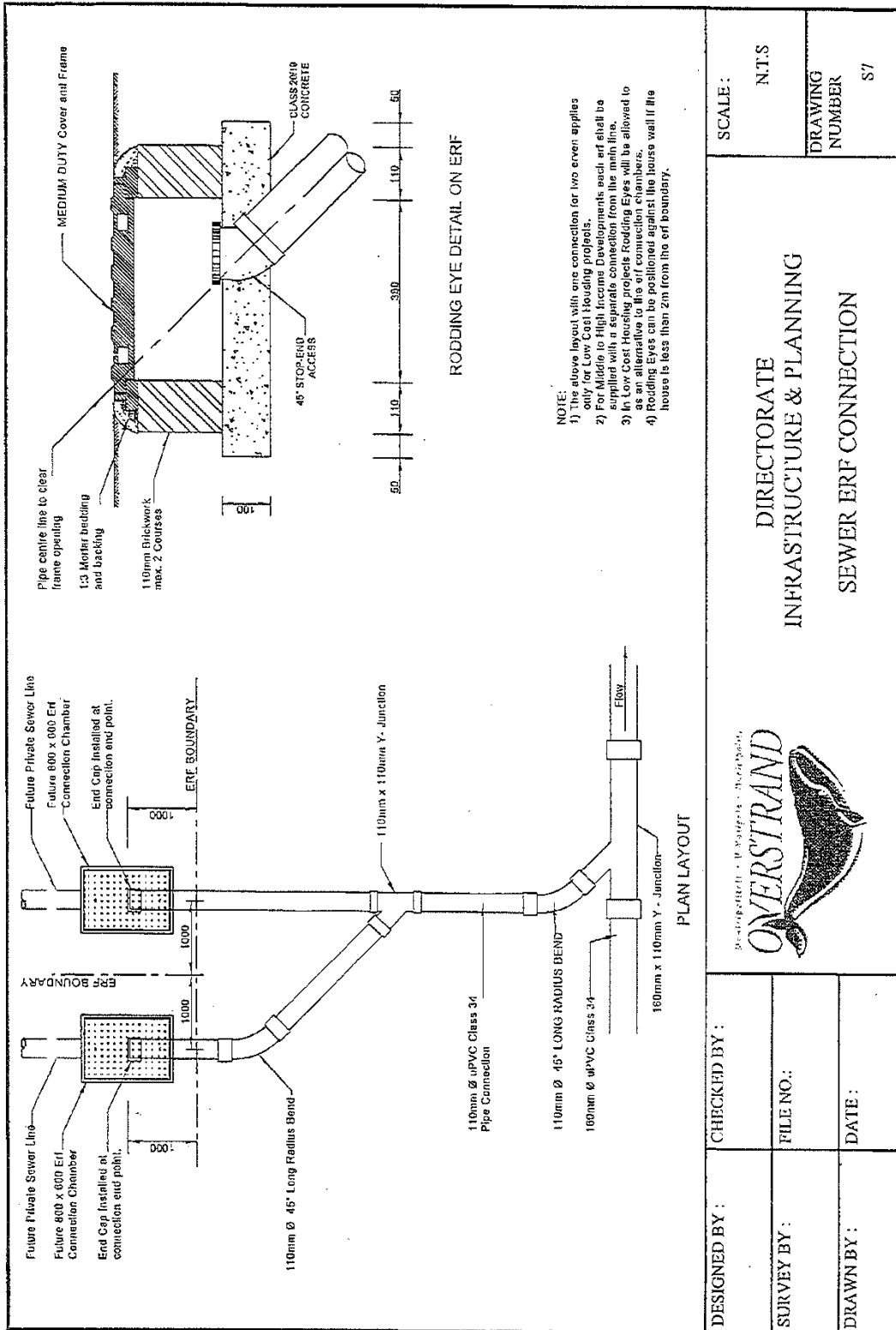
DESIGNED BY :	CHECKED BY :	 <p>DIRECTORATE INFRASTRUCTURE &amp; PLANNING</p> <p>SEWER ERF CONNECTION TYPE 1</p>	SCALE :
SURVEY BY :	FILE NO.:		N.T.S
DRAWN BY : P. Robinson	DATE :		DRAWING NUMBER S3




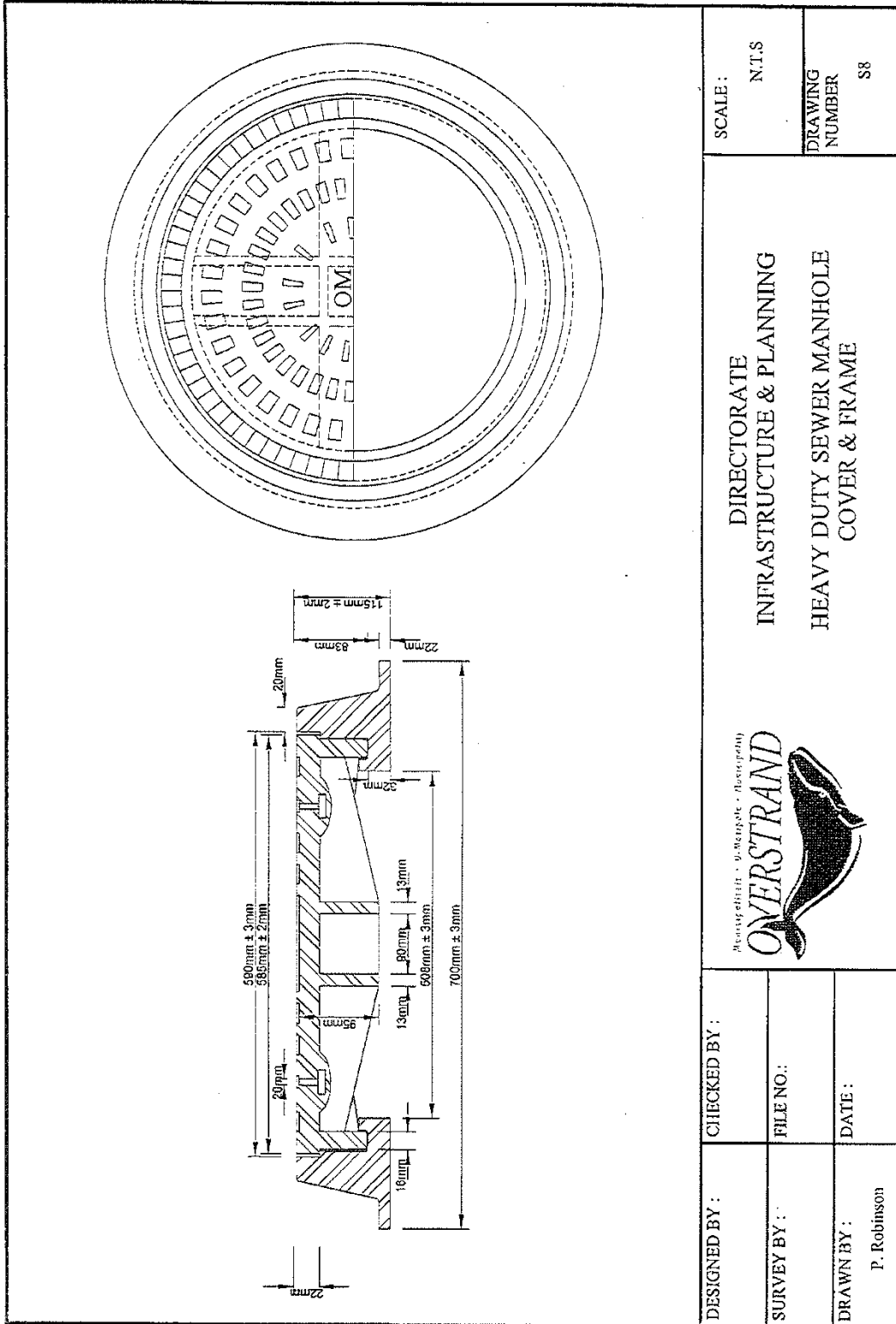





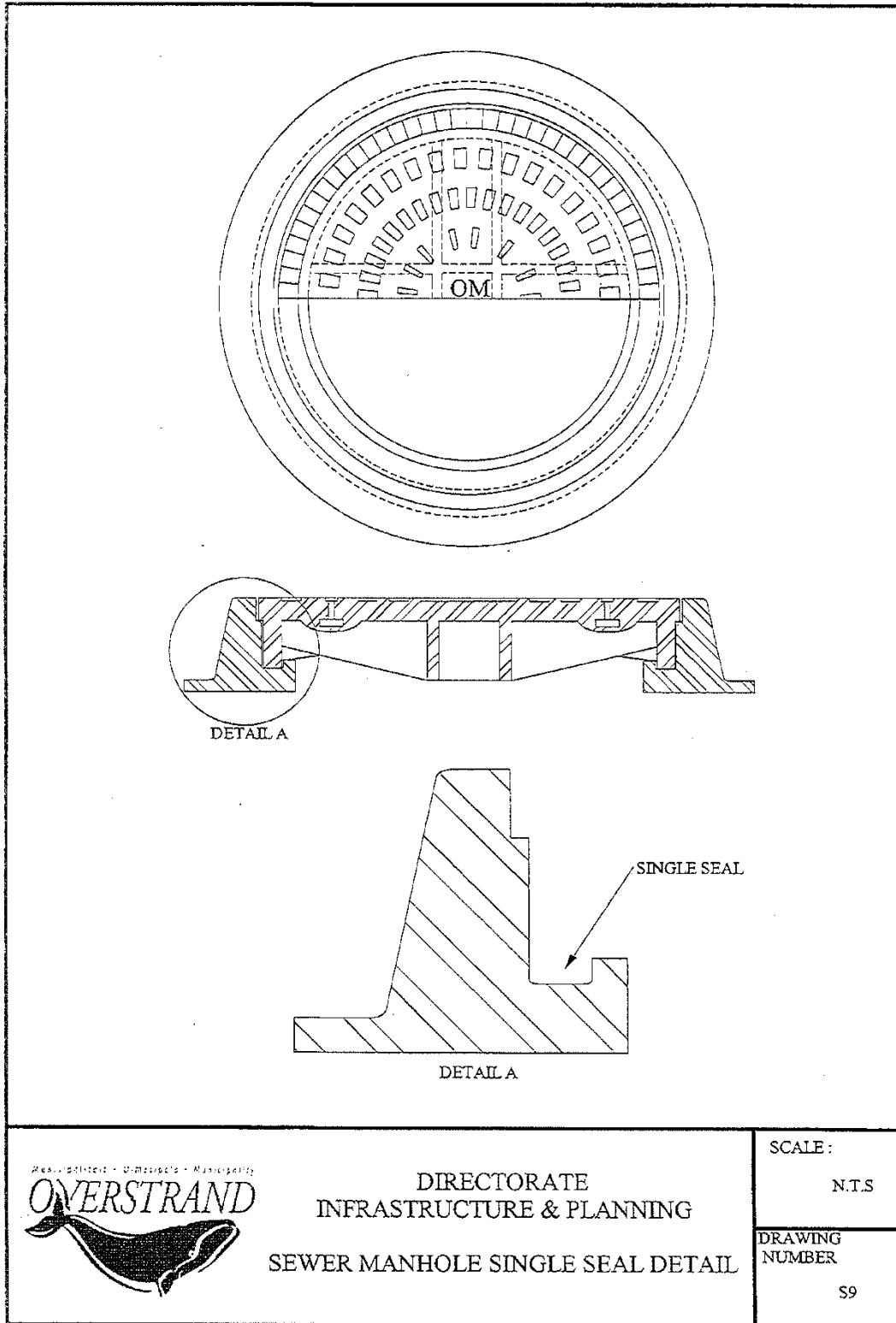
DESIGNED BY :	CHECKED BY :	<p style="text-align: center;">                 DIRECTORATE                  INFRASTRUCTURE &amp; PLANNING                  TYPICAL SEWER FRF CONNECTIONS             </p> 	
SURVEY BY :	FILE NO.:		
DRAWN BY :	DATE :		
SCALE :		N.T.S	DRAWING NUMBER
			S6

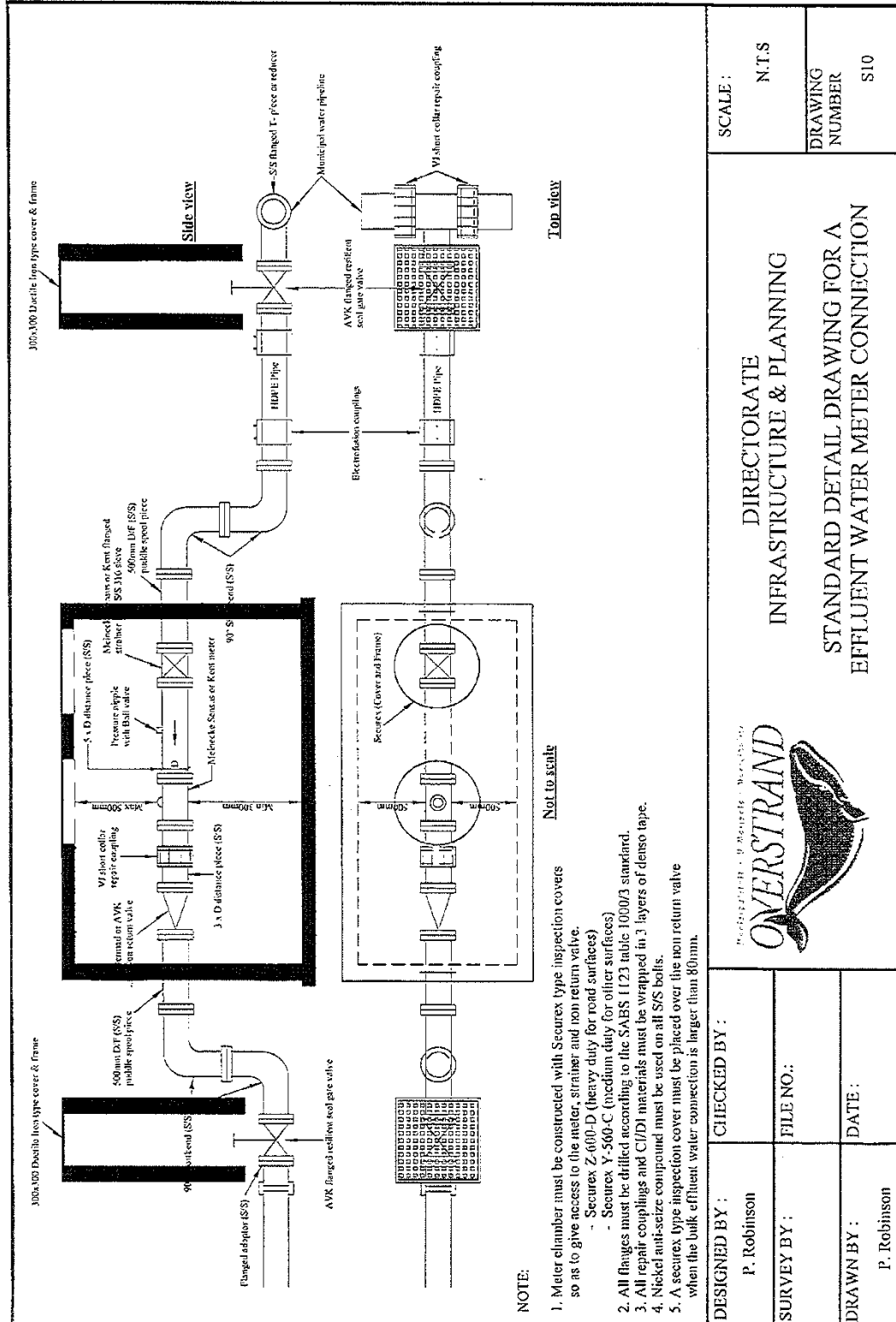


DIRECTORATE INFRASTRUCTURE & PLANNING SEWER ERF CONNECTION	SCALE:	N.T.S
	DRAWING NUMBER	S7
	CHECKED BY:	
	SURVEY BY:	
	DRAWN BY:	




DESIGNED BY :		CHECKED BY :		SCALE :	
SURVEY BY :		FILE NO.:		N.T.S	
DRAWN BY :		DATE:		DRAWING NUMBER	
P. Robinson				S8	
DIRECTORATE INFRASTRUCTURE & PLANNING HEAVY DUTY SEWER MANHOLE COVER & FRAME					
					





**NOTE:**

1. Meter chamber must be constructed with Securex type inspection covers so as to give access to the meter, strainer and non return valve.
  - Securex Z-600-D (heavy duty for road surfaces)
  - Securex Y-560-C (medium duty for other surfaces)
2. All flanges must be drilled according to the SABS 1123 table 1000/3 standard.
3. All repair couplings and C/DI materials must be wrapped in 3 layers of dense tape.
4. Nickel anti-seize compound must be used on all S/S bolts.
5. A securex type inspection cover must be placed over the non return valve when the bulk effluent water connection is larger than 80mm.

DIRECTORATE INFRASTRUCTURE & PLANNING		SCALE : N.T.S
STANDARD DETAIL DRAWING FOR A EFFLUENT WATER METER CONNECTION		DRAWING NUMBER S10
DESIGNED BY : P. Robinson	CHECKED BY :	
SURVEY BY :	FILE NO.:	
DRAWN BY : P. Robinson	DATE :	

## 4. WATER

### 4.1 GENERAL

The planning of the internal water reticulation network for a new development shall be in agreement with the master planning for water reticulation for the entire Overstrand.

Developers are required to provide water reticulation networks with capacity sufficient for the type of development proposed. Any proposed system needs to integrate with existing and future surrounding developments. With any proposed development an overall water management plan needs to be submitted that takes into consideration the existing and the future developments.

The design must be analysed by CES (Community Engineering Services) to investigate the effect of the proposed development on the existing infrastructure. The municipality may also require a hydraulic modeling analysis for a project in order to evaluate and properly develop the available water source. Improvements may need to be incorporated into the network to provide an overall well-balanced system.

Designers shall make every effort to loop water mains throughout a system and to minimize dead end mains.

### 4.2 RELEVANT CODES OF PRACTICE, POLICY AND GUIDELINES

Red Book – Guidelines for Human Settlement Planning and Design

### 4.3 MAIN WATERLINES

4.3.1 The minimum size pipe to be used for main waterlines is to be 100mm in diameter.

4.3.2 All water pipes to be used on mainlines:

- uPVC class 12.
- FC (Fibre Cement) class D bitumen dipped with Triplex couplings.
- HDPE PE100 PN12.5 – PN16 or as specified.

No other pipes will be allowed except where otherwise specified or discussed with the Municipality. All materials must be SABS approved.

4.3.3 All beddings must be according to the correct SABS standards accept otherwise specified or discussed with the Municipality.

4.3.4 All valves, bends and tees must be flanged (SABS 1123 table 1000/3) except where otherwise specified or discussed with the Municipality. All materials must be SABS approved.

4.3.5 All valves to be placed next to T-pieces and at a maximum distance of 350m apart on main lines and all branches and any other strategic point.

4.3.6 The following fittings will be allowed:

- CI (Cast Iron)
- DI (Ductile Iron)
- S/S 316 (Stainless Steel 316)
- HDPE (High Density Polyethylene)

No galvanised fittings or specials allowed except where otherwise specified or discussed with the municipality.

4.3.7 The following coatings can be used for fittings/materials:

- Plascoated.
- Nylon coated.
- Carboline coated.

NB. No FBE (Fusion bonded epoxy) coatings can be used. Other coatings can be discussed with the Municipality.

4.3.8 The following coatings can be used for Ductile iron pipes:

- Silver coated.
- Bitumen sheathed.
- Cement sheathed.

Except where otherwise specified or discussed with the Municipality.

4.3.9 All Ductile & Cast iron materials must be wrapped in 3 layers of dense tape.

4.3.10 All dead-end lines must end with a hydrant and an air valve (50mmØ). No connections allowed down stream of any dead-end fire hydrant.

4.3.11 The maximum distance between hydrants is 120m or less.

4.3.12 No other services may be layed directly above or below or within 500mm of any water pipe.

#### 4.4 VALVES

4.4.1 Only AVK-LHC or similar approved by the municipality type valves drilled (SABS 1123 table 1000/3) will be allowed.

4.4.2 All valves must be fitted with a spindle cap top with a S/S 316 grub screw.

4.4.3 Valves must have a non-rising spindle.

4.4.4 Direction of opening to be clearly marked on valve body or spindle cap.

4.4.5 Valves will be heavy duty, class 16.

4.4.6 All valves to be placed next to T-pieces and at a maximum distance of 350m apart on main lines and all branches and any other strategic point.

4.4.7 Isolating valves shall be provided so that not more than four valves need to be closed to isolate a section of main.

4.4.8 Where pipes intersect, isolating valves shall generally be installed in the smaller diameter branches.

4.4.5 Valves should generally be located at street corners opposite erf boundary pegs. Avoid placing valves underneath kerb lines or driveways.

4.4.6 Any valve larger than 250mm should be a gearbox type.

4.4.7 All valve covers must be according to drawing W4. No bell-toby's allowed.

4.4.8 All valve chambers must be according to drawing W6.

4.4.9 Covers on valves must be white. CI or DI covers to be painted with at least two coats of enamel paint. A corresponding 100mm stripe is to be painted on the kerb adjacent to the valve.

#### 4.5 FIRE HYDRANTS

- 4.5.1 The location of fire hydrants within a proposed reticulation system is important. Fire hydrants not only provide water for fire fighting but also assist in maintenance and repair issues such as drainage of the system and for air relief. The location of fire hydrants at low and high points in the system is therefore essential. Fire hydrants should also be located such that they will be easily accessible.
- 4.5.2 Only Ainsworth, AVK-LHC or similar approved by the municipality type hydrants will be allowed with LONDON round thread. The installation will be according with the SABS 1200, complying with the local Fire Department standard regulations.
- 4.5.3 All valves must be fitted with a spindle cap top with a S/S 316 grub screw and with loose cap and securing chain.
- 4.5.4 All fire hydrants shall be 65mm diameter (internal).
- 4.5.5 All hydrant covers must be according to drawing W5.
- 4.5.6 All hydrant chambers must be according to drawing W7. No pre-cast valve chambers allowed.
- 4.5.7 Covers on hydrants must be yellow. CI or DI covers to be painted with at least two coats of enamel paint. A corresponding 100mm stripe is to be painted on the kerb adjacent to the hydrant.
- 4.5.8 The maximum height from the top of the fire hydrant outlet to the top of the cover must be 400mm.
- 4.5.9 All dead-end lines must end with a hydrant. No connections allowed down stream of any dead-end fire hydrant.
- 4.5.10 The maximum distance between hydrants is 120m or less.

#### 4.5 AIR VALVES

- 4.5.1 Only Vent-O-Mat series RBX type vacuum and air release break valves allowed.
- 4.5.2 Saunders-LHC type flange valves can be used except otherwise discussed with the municipality. It last longer and is easier to operate.

- 4.5.3 All air valve covers must be according to drawing 4.5.3. All covers must be manufactured with holes and not drilled afterwards according to SABS standards.
- 4.5.4 All air valve chambers must be according to drawing 4.5.4.
- 4.5.5 Use S/S 316 or copper pipe for any extensions piece.
- 4.5.6 The air valve must be as high as possible in the chamber.
- 4.5.7 All HDPE air valve fittings must be as on drawing 4.5.7.

#### 4.6 HOUSE WATER CONNECTIONS

- 4.6.1 All water connections to the existing water supply network will be made by the municipality at the developers cost except where otherwise specified or discussed with the municipality.
- 4.6.2 All meters and materials must be inspected by the municipality before installation. Meters and fittings must be correctly installed by the contractor as on drawing W2 and inspected by the municipality after installation. A maximum of a 20mm connection will be allowed for house connections.
- 4.6.3 Domestic water meter specifications:
- Meters to be of a similar type to the Kent PSM (positive displacement meter) copper meter or Kent KSM plastic meter or as specified by the municipality.
  - Plastic meter body must be manufactured from specially blended polyacetal.
  - Each meter must be backed with a 3 year guarantee against faulty workmanship and/or materials. Spare parts for meter and box must be locally available for a period of at least 10 years.
  - Every meter must be fitted with a pulse output facility.
  - Every meter must be fitted with an internal non-return valve.
  - All meters must be submitted to the municipality for approval and must be SABS approved.
- 4.6.4 Saddles and fittings shall be as follows: Magnum or Alprene type with a DZR brass or S/S 316 insert and S/S 316 bolts and nuts.

4.6.5 The minimum pipe diameter for erf connections:

Income Group	Nominal Diameter (mm)		
	Lower	Middle	Higher
Minimum diameter - House connections serving one erf	20	25	25
Minimum diameter - House connections serving two erven	25 (branching to 2 x 20)	32 (branching to 2 x 25)	32 (branching to 2 x 25)
Minimum cover over erf connection pipes under roadways:	0,8m		
Minimum cover over erf connection pipes otherwise	0,6m		
Bedding type for flexible pipes	SABS 1200 LB		

4.6.6 All water pipes to be used on house connections:

- HDPE PE80 PN12.5.
- Class 3 copper pipe.
- No other pipes will be allowed except where specified or discussed with the Municipality. All materials must be SABS approved.

4.6.7 Class 3 copper pipe is required on both sides of the copper domestic water meter not in a meter box to give the meter some stability.

4.6.8 Brass ball valves (C15, C20, C25 approved) to be used on the supply side of the water meter or similar as specified or discussed with the municipality.

4.6.9 Brass (DZR) stop valves as approved by the municipality to be added on users side of the water meter.

4.6.10 Domestic meter box specifications:

- The meter box will be fitted with a base plate.
- DZR brass or S/S 316 female thread on both ends.
- Hinged lid.
- Viewing slot.
- Tamper-proof locking mechanism.
- The box will be from a modified poly-propylene that is UV stabilized.

4.6.11 Individual water meters to be inside the erf boundary.

4.6.12 Double domestic water connections to be split before the erf boundary.

- 4.6.13 The position of the house connection will be marked on the kerb by cutting a 5mm deep slot with an angle grinder into the concrete kerb face. The slot will be painted blue.

#### 4.7 BULK WATER CONNECTIONS

- 4.7.1 All water connections to the existing water supply network will be made by the municipality at the developers cost except where otherwise specified or discussed with the municipality.
- 4.7.2 All materials used for the bulk water meter connections must be the same as specified on drawing W1.
- 4.7.3 All bulk water meters will generally be combination-type meters (Meinecke Sensus or Kent). All meters and material must be inspected by the municipality before installation for approval. The contractor must contact the municipality after installation of the bulk water connection for an inspection on the installation. Bulk water meters must be correctly sized, in terms of the manufactures specifications, for the expected flow conditions.
- 4.7.4 Details of the bulk water meter chamber as per drawing W1 are required. The chamber must be a minimum of 1m inside the property and constructed by the developer as on the detail drawing. Dimensions may differ.

#### 4.8 CHAMBERS

- 4.8.1 Materials used for the construction of chambers:
- Brickwork must be SABS approved.
  - Mortar mixed must be 1:3 cement/sand.
  - 1:2 Cement/sand mortar to keep frame in position.
  - CI or DI cover and frames to be painted with at least two coats of enamel paint.

#### 4.9 TRUST BLOCKS

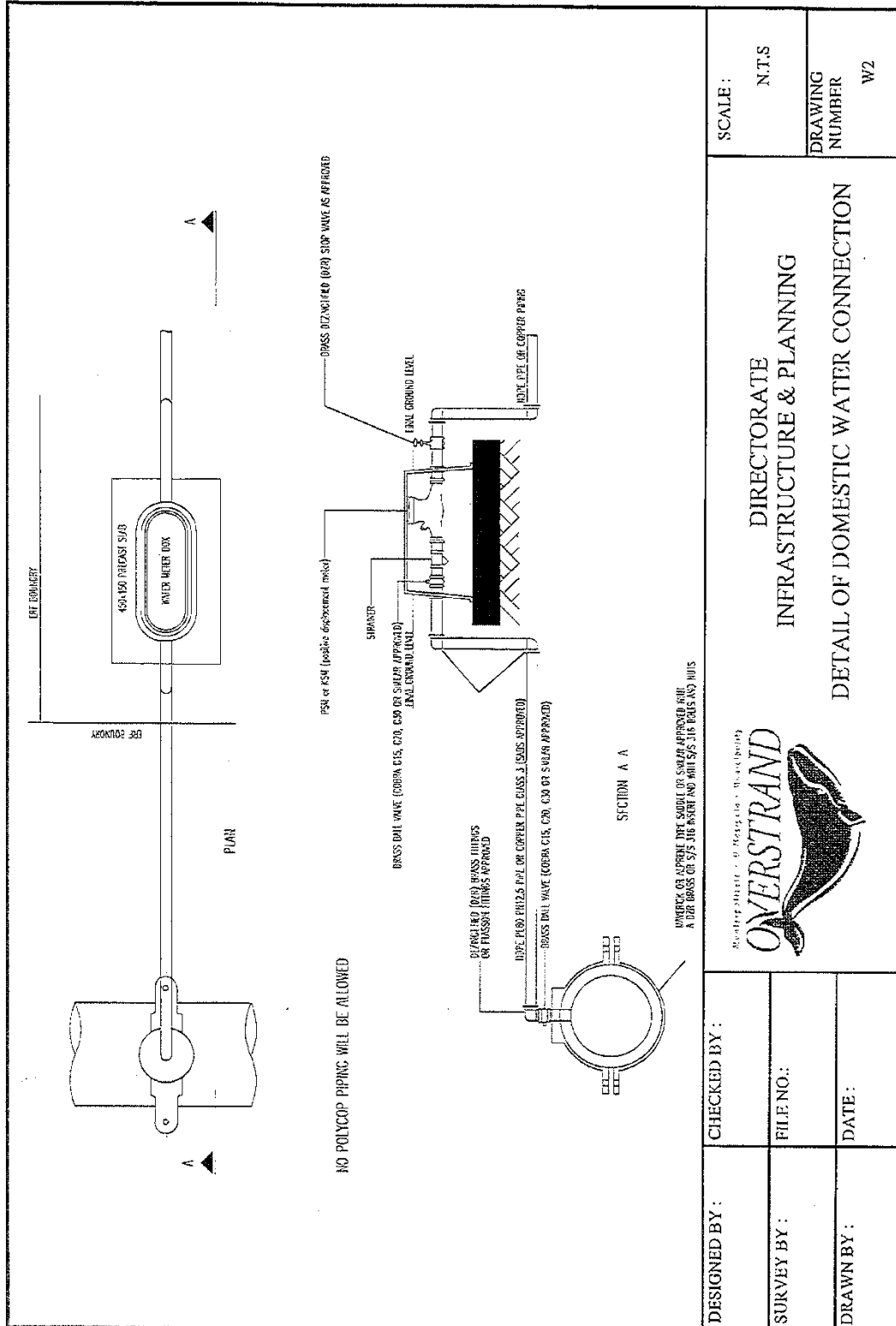
- 4.9.1 Concrete for thrust blocks: 20 MPa with 19mm aggregate.


#### 4.10 TESTS

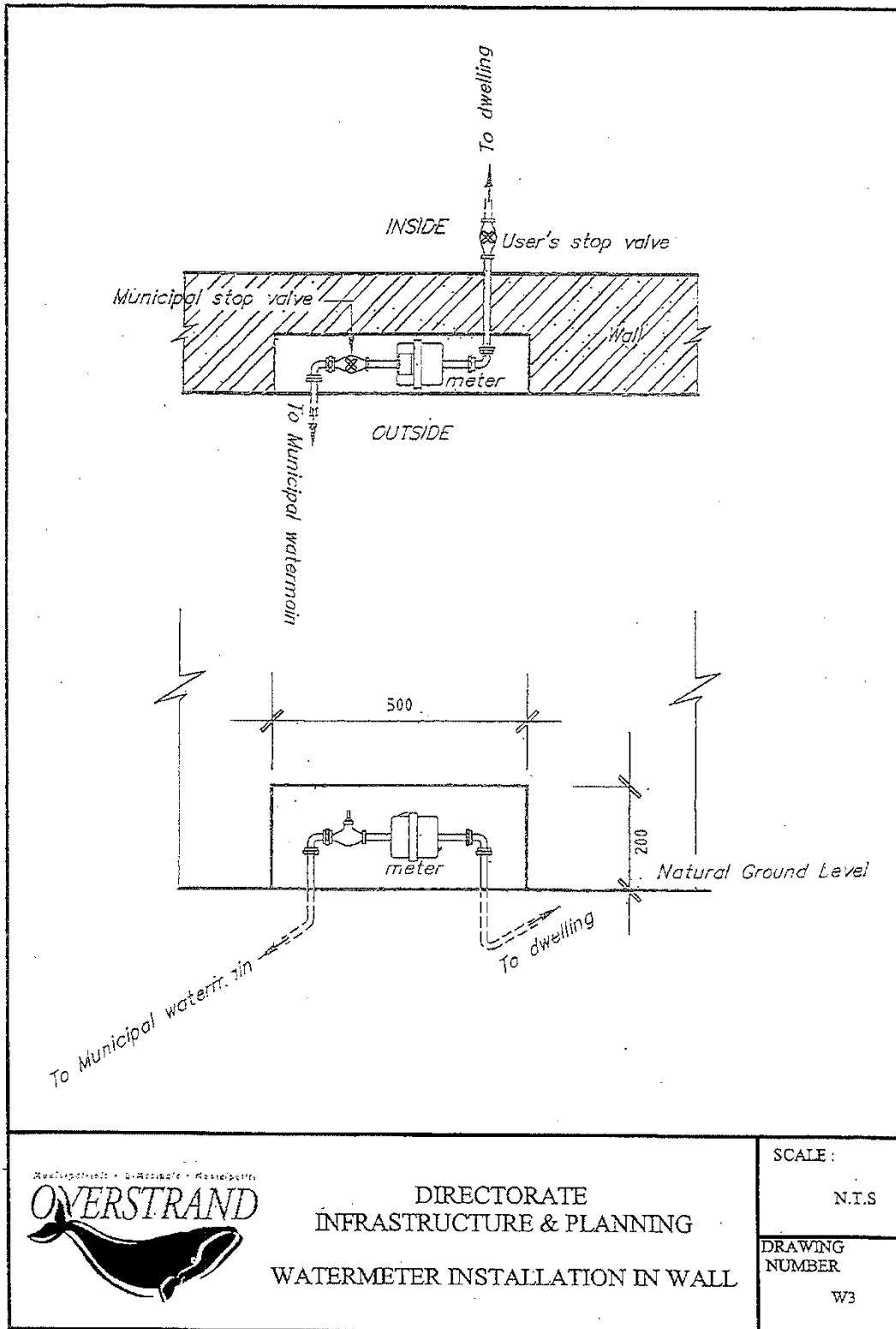
- 4.10.1 All testing shall be carried out according to the SABS standards and in the presence of a registered Engineer and an official of the municipality or otherwise specified by the municipality.

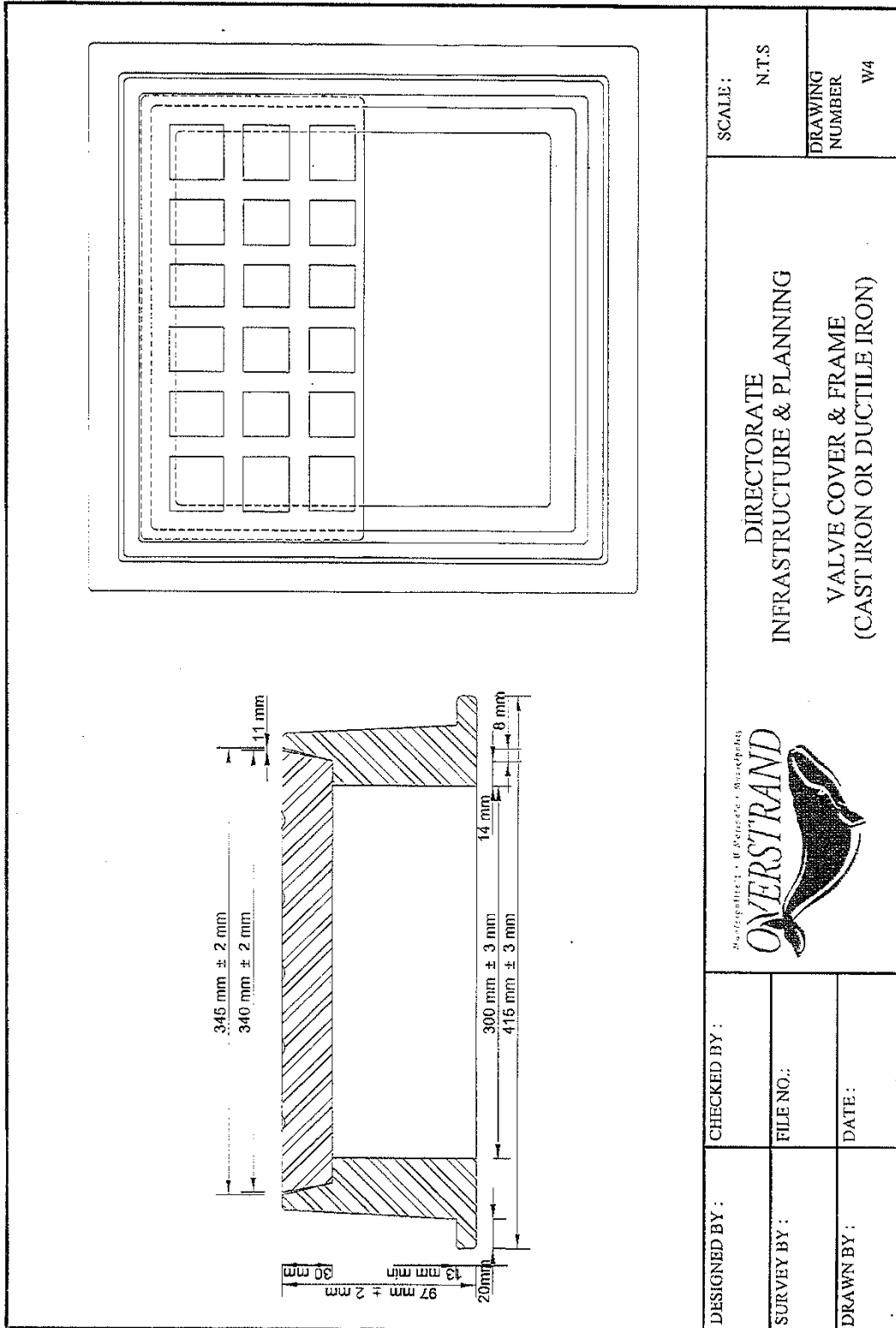


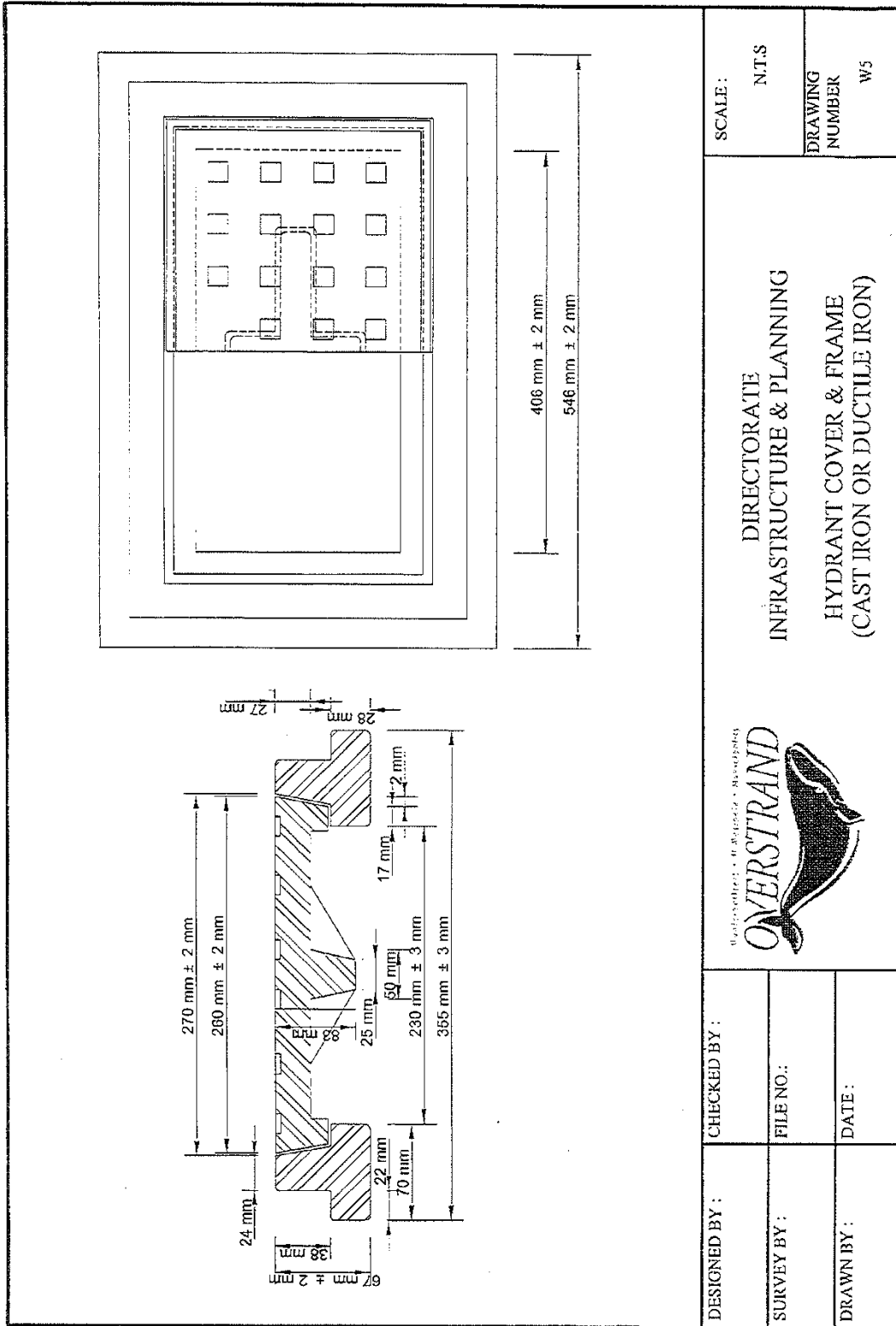





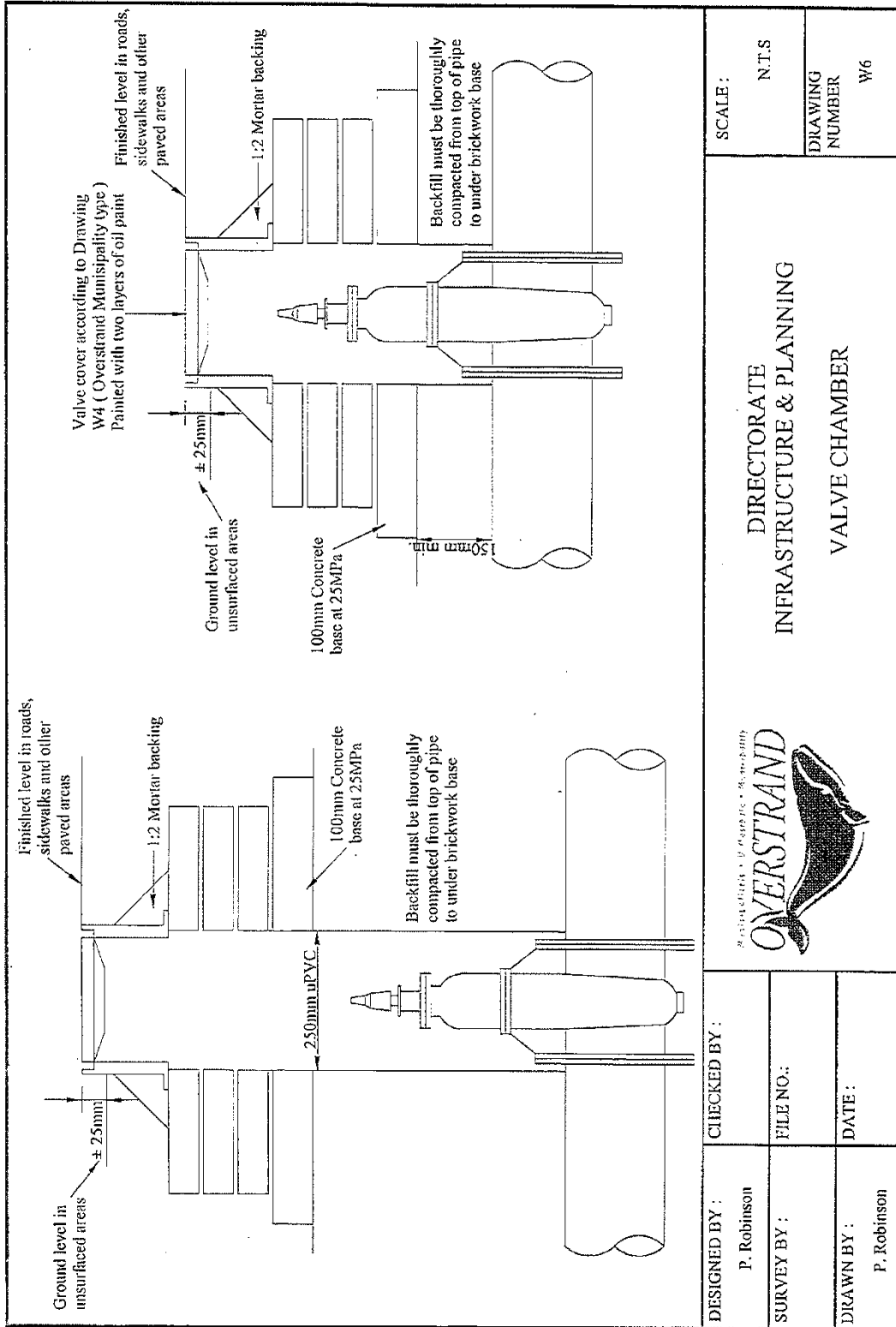
DESIGNED BY :	CHECKED BY :	SCALE :	
SURVEY BY :	FILE NO.:	N.T.S	
DRAWN BY :	DATE :	DRAWING NUMBER	
		W2	
DIRECTORATE INFRASTRUCTURE & PLANNING DETAIL OF DOMESTIC WATER CONNECTION			
			





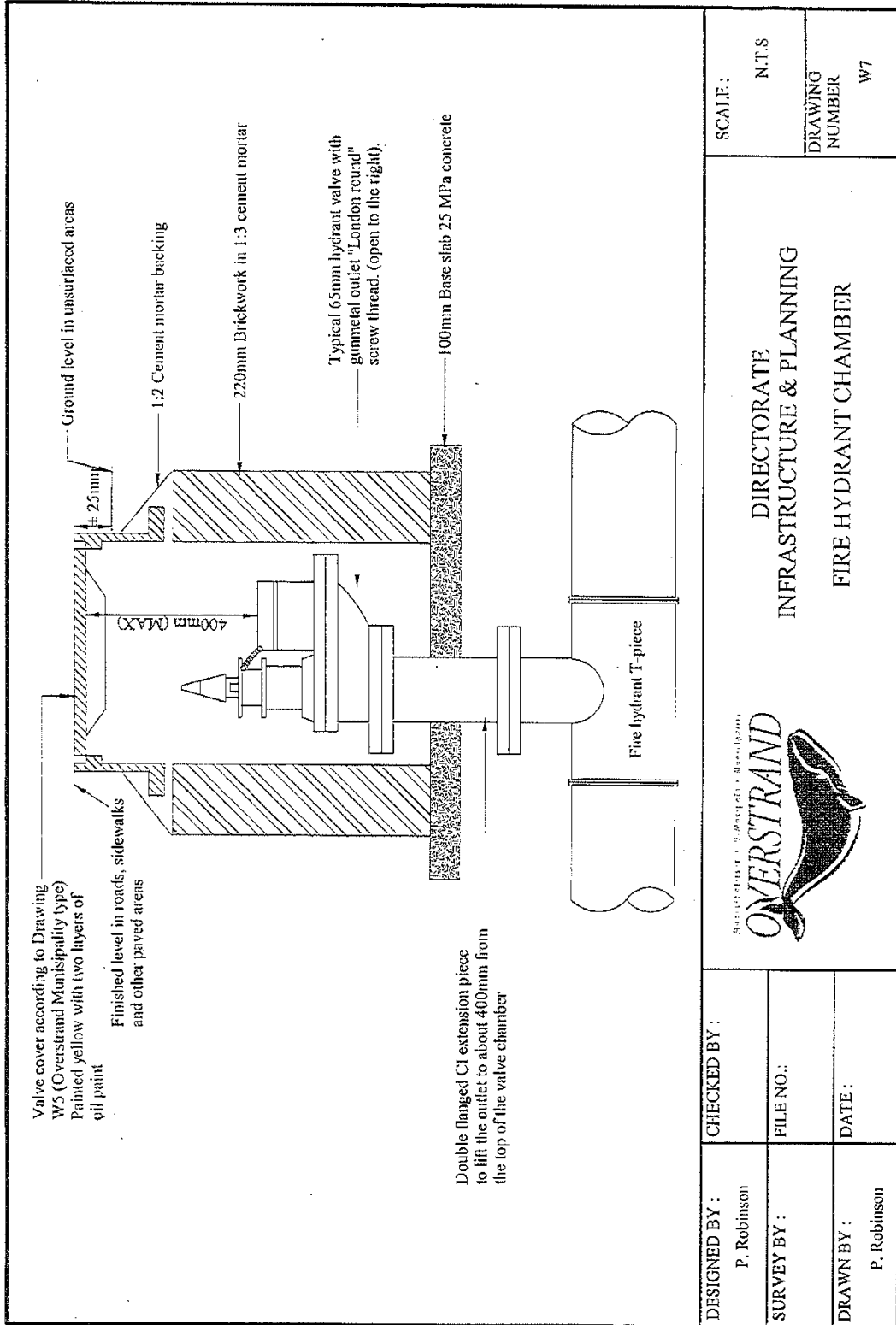


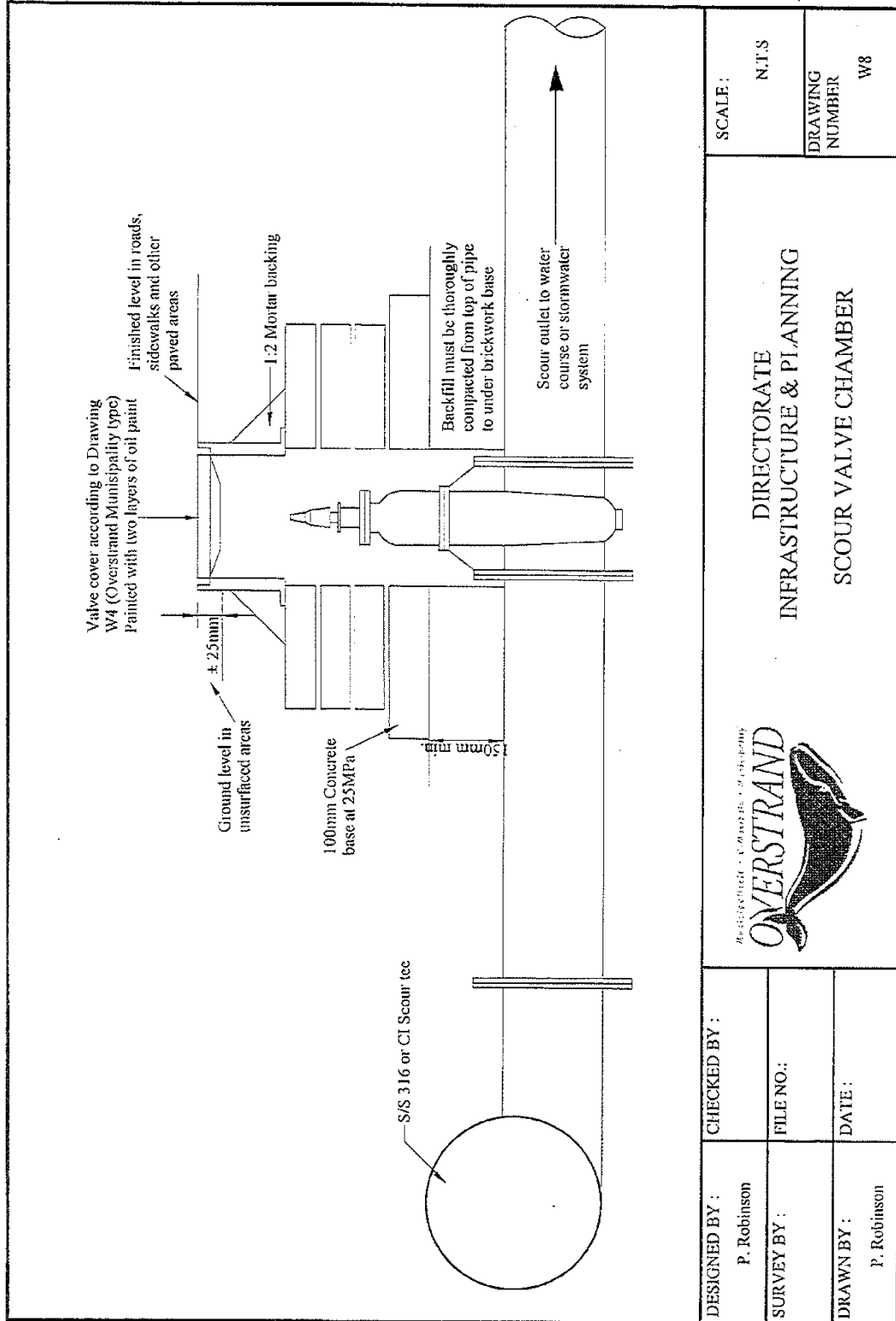
DESIGNED BY :	CHECKED BY :	 <p>DIRECTORATE INFRASTRUCTURE &amp; PLANNING</p> <p>HYDRANT COVER &amp; FRAME (CAST IRON OR DUCTILE IRON)</p>	SCALE :
SURVEY BY :	FILE NO.:		NTS
DRAWN BY :	DATE :		DRAWING NUMBER
			W5

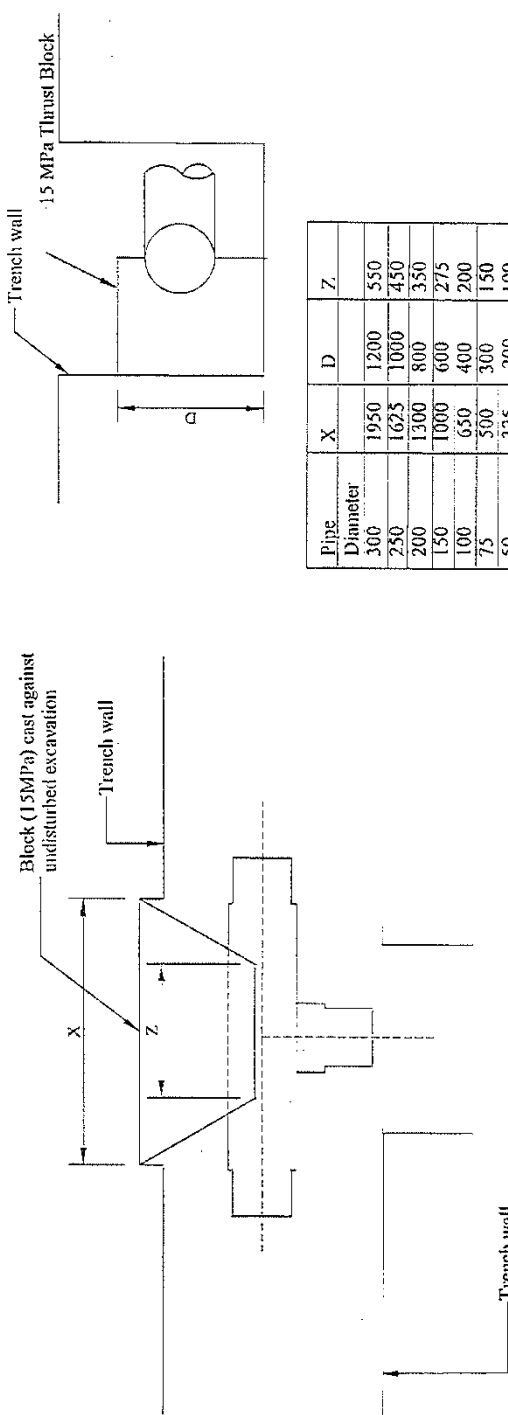


DESIGNED BY : P. Robinson		CHECKED BY :		SCALE : N.T.S	
SURVEY BY :		FILE NO.:		DRAWING NUMBER W/6	
DRAWN BY : P. Robinson		DATE :		DIRECTORATE INFRASTRUCTURE & PLANNING VALVE CHAMBER	









Pipe Diameter	X	D	Z
300	1950	1200	550
250	1625	1000	450
200	1300	800	350
150	1000	600	275
100	650	400	200
75	500	300	150
50	325	200	100

DESIGNED BY :


SURVEY BY :

DRAWN BY :  
P. Robinson

CHECKED BY :

FILE NO.:

DATE :

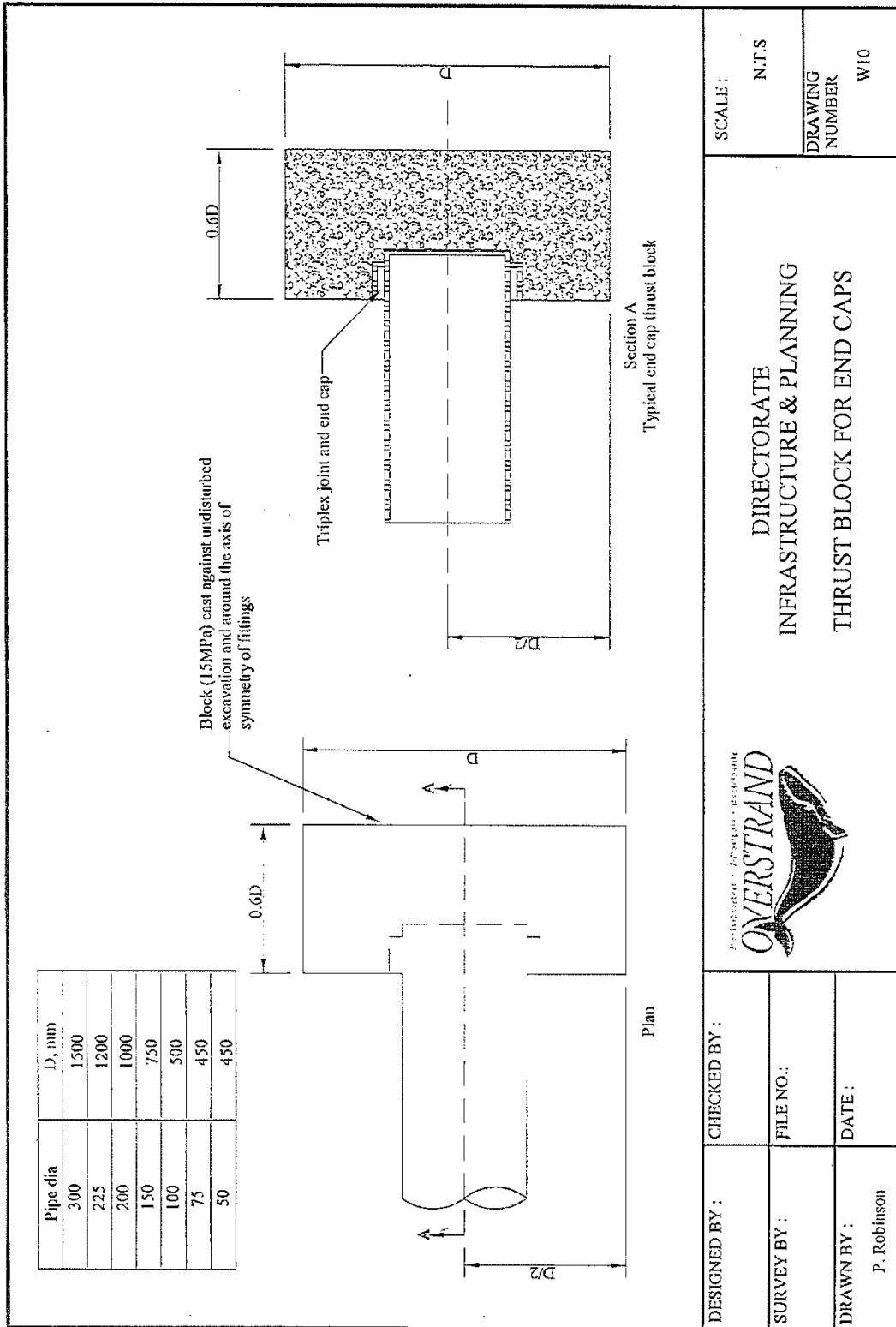


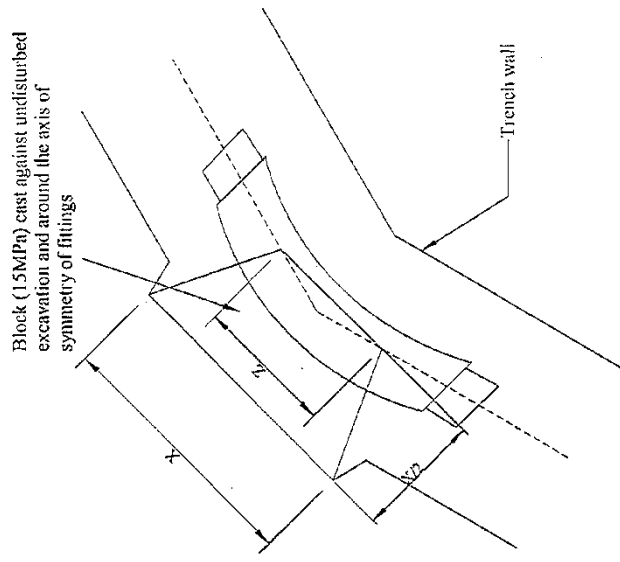
**DIRECTORATE  
INFRASTRUCTURE & PLANNING**

**THRUST BLOCK FOR TEES**

SCALE :  
N.T.S

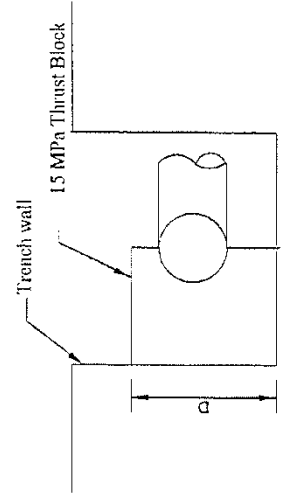
DRAWING  
NUMBER  
W9





Block (15MPa) cast against undisturbed excavation and around the axis of symmetry of fittings

Trench wall



Trench wall

15 MPa Thrust Block

Pipe Diameter	X	D	Z
350	1200	900	500
300	950	750	450
250	800	650	400
200	650	500	400
150	500	400	350
100	350	250	200
75	250	200	150

DESIGNED BY :


SURVEY BY :

DRAWN BY :  
P. Robinson

CHECKED BY :

FILE NO.:

DATE :

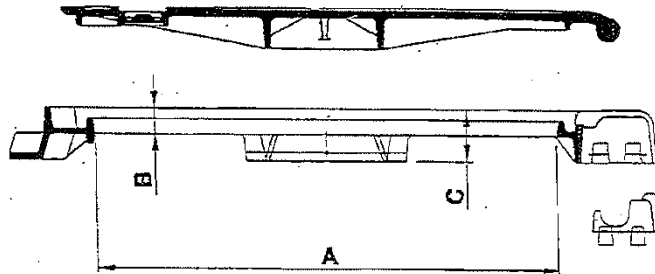


DIRECTORATE  
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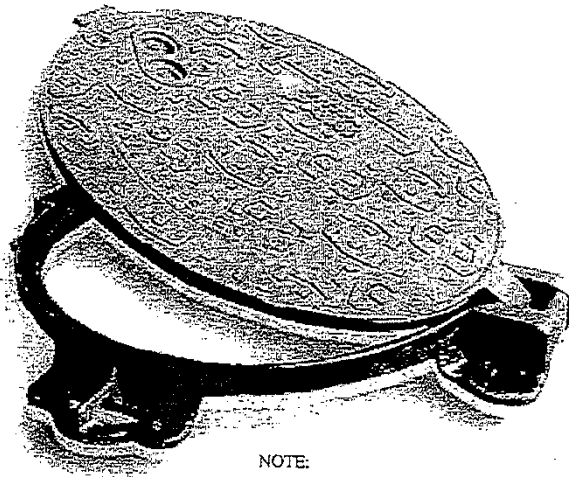
THRUST BLOCK FOR 22.5° BENDS

SCALE: N.T.S

DRAWING NUMBER: W11



Prod. No	Mass Kg	Dimensions mm		
		Clear opening (A)	Frame Pad Height (B)	Frame Height (C)
02245	35 Kg	560	32	64



NOTE:

In road surfaces the Securex Z-600-D Heavy Duty cover must be used.



DIRECTORATE  
 INFRASTRUCTURE & PLANNING  
 SECUREX Y-560-C DUCTILE IRON  
 MANHOLE COVER (MEDIUM DUTY)

SCALE :

N.T.S

DRAWING  
 NUMBER

W12

## 5. STORMWATER

### 5.1 GENERAL

Designers shall base their design on a sustainable Stormwater management system and all factors that will impact on the future operation and maintenance of the system needs to be considered. Maintenance requirements shall be kept to an absolute minimum.

For a more detailed approach to Stormwater Management reference needs to be made to the guidelines as set out below.

The Stormwater drainage design is to be based on the concept of Minor and Major systems as prescribed in the Red Book.

### 5.2 RELEVANT CODES OF PRACTICE, POLICY AND GUIDELINES

Red Book – Guidelines for Human Settlement Planning and Design.

### 5.3 STORMWATER DESIGN

#### 5.3.1 Minor system:

The minor system provides for the convenience of the community by rapidly removing runoff caused by storms of relatively short return period from drainage area, mainly via an underground pipe network. The system also includes kerb inlets, catchpits, manholes, road-edge channels and open channels.

The applicable minor system design storm return period varies according to land use. The different return periods are listed in the table below.

Development	Design storm return period (years)
Residential	2
General commercial & industrial	5
Public buildings	5
High value CBD	5 to 10

#### 5.3.2 Major system:

The Stormwater management system for all new townships should be designed to safely contain floods up to the 1:50 year flood without the flooding of properties. Conditions should also be checked for the 1:100 year event to ensure that the floor levels will not be inundated.

The major system is the trunk system that receives Stormwater discharge from the minor system. It also functions as the emergency system that operates during the overflow from the failure of the minor system. The system includes watercourses,

large conduits, roads, Stormwater attenuation facilities, servitudes, flood plains, public open spaces, sport fields and parking areas.

The major system fulfils a flood control function only during major, infrequent storm events. During such events the temporary disruption of many normal activities within the catchment will occur owing to the intensity and magnitude of the event. The loss of convenience is tolerable if the disruption is restricted to the following:

- Residential and lower order roads.
- Recreational areas and public open spaces.
- Parking areas.

The minor underground pipe system shall be assumed to be flowing full during a major storm event. The effect of blockages occurring in the minor system must be checked.

### 5.3.3 Design Principles

The following elements must be incorporated in the Stormwater drainage design:

- The main Stormwater routes should be located along natural drainage routes.
- Major systems shall be free draining and local low points in roads shall generally not be allowed.
- Runoff from properties must be adequately accommodated. Particular attention must be given to the accommodation of flows from upstream properties and discharge runoff through lower properties.
- As far as possible stormwater runoff from erven must be able to discharge into the road.
- During major storm events the traffic functions of residential and lower order roads is interrupted and the full Stormwater carrying capacity of the roads can be utilized. The flow may not encroach beyond the road reserve boundaries. The maximum allowable inundation above road crown during major storm events is 150mm.
- Where low points are unavoidable provision shall be made for emergency overland escape routes.
- Debris and pollution removal facilities must be placed at strategic points to protect downstream facilities and infrastructure.
- Appropriate measures must be put in place to minimize scour and erosion.

- Stormwater discharge must not be concentrated on any downstream property, except where such concentration of flow occurred previously or if the flow is discharge via a servitude.
- The post development runoff should not exceed the pre development runoff.
- No open channels across intersections.
- Increased runoff resulting from new developments that is not provided for in the existing downstream system must be retained by the provision of stormwater detention ponds.
- The minimum gradients for pipelines must ensure self-cleaning velocity of at least 0.9m/s. The maximum allowable velocity shall be 3.5m/s.
- There must be a disaster management plan for any developments in the 1:50 or 1:100 year flood levels. (No developments allowed below the 1:50 flood level).

#### 5.4 STORMWATER DETENTION PONDS

- 5.4.1 The number of detention ponds must be kept to a minimum to reduce maintenance needs. Small detention ponds are to be avoided.
- 5.4.2 Stormwater detention ponds shall generally be dry ponds. The bottom shall have a minimum slope of 1:200. Subsoil drains are to be installed to provide efficient under drainage. The stabilizing of banks, grassing and irrigation of all surfaces are all part of the requirements for the provision of detention ponds.
- 5.4.3 Banks to detention ponds shall have a maximum slope of 1:3.
- 5.4.4 Wet ponds will only be allowed as a feature where the water depth can be sustained throughout the dry weather period to a minimum depth of 1.0m. Adequate warning signs or measures to protect people from drowning must be provided.

## 5.5 PIPES AND CULVERTS

### 5.5.1 Stormwater pipe design criteria.

Minimum diameter - catchpit connections	300mm (nominal diameter)
Minimum diameter - longitudinal lines	375mm (nominal diameter)
Pipe class: 300mm - 525mm	100D
600mm	75D
750mm	50D
Joint type	Spigot and socket with rubber ring seals
Bedding type	Class B (SABS 1200 LB)
Minimum slope: 300mm diameter	1:80 (1,25%)
375mm diameter	1:250 (0,4%)
≥ 450mm diameter	Minimum velocity criteria
Minimum 80% full flow velocity	0,9m/s
Maximum velocity	3,5m/s
Minimum cover (road intersections)	1000mm
Minimum cover (general)	750mm
Maximum distance between manholes	90m

5.5.2 Pipe classes to be determined by the loading and trench conditions.

5.5.3 Soffits of increasing pipe sizes to be laid at the same level in the downstream direction.

5.5.4 Changes of pipe direction on main lines to be less than 60° where possible.

5.5.5 Where possible, road edge channels to be used in place of smaller pipes to reduce occurrence of blockages.

5.5.6 Stormwater pipes generally to be situated shallower than sewers.

5.5.7 Free flowing connections (i.e. 45° connections) should be promoted where possible and 90° connections avoided.

5.5.8 Box culverts to have dished inverts.

5.5.9 Interlocking joint (ogee) pipes may only be used in public open spaces. Joints to be wrapped with a 400mm wide approved non-polyester geotextile with a 300mm overlap and secured with nylon strapa on both sides.

## 5.6 SUBSOIL DRAINAGE

5.6.1 Reference is to be made to TRH 15.

5.6.2 Subsoil drainage systems shall be installed in all areas where a high water table can be expected in the wet season, to drop the water table a safe distance of at least 0.8m below the road surface.

- 5.6.3 Subsoil drainage systems shall generally be installed along a road on the upstream side of the road reserve to form a cut-off drain, directly behind the kerb line.
- 5.6.4 Subsoil drains shall have dual filter mediums that consist of a combination of granular and synthetic materials. The synthetic filter shall be placed on the sides and on top. The bottom of the subsoil drain shall not be covered with geotextile and shall form the granular filter.

Granular drainage medium	9,5mm Stone complying with SABS 1083
Synthetic filter material	Geotextile blanket "Industex S120" or similar
Minimum drainage pipes	100mm uPVC "Corflo" or similar with holes or slots

- 5.6.5 All subsoil drains shall be provided with piped systems that are connected by means of manholes. The pipe shall have a stone bedding and blanket with the perforations or holes facing towards the bottom at 4 and 8 o'clock.
- 5.6.6 The minimum internal manhole diameter will be 1000mm and the maximum manhole spacing will be 60m or at changes in direction or grade and at end points.

## 5.7 STORMWATER CHANNELS

- 5.7.1 Minimum Standards:

	Unlined	Lined
Minimum longitudinal slope	0,5%	0,25%
Maximum flow velocity	1,0m/s	2,5m/s
Maximum side slopes	1:2 to 1:4 Depending on material	

- 5.7.2 Acceptable linings include: Stone pitching, Grouted stone pitching, Concrete, Hyson cells.

## 5.8 FLOOD ESCAPE ROUTES

Trapped low points must be avoided through good layout and planning practice. Where trapped low points are unavoidable the flood escape routes shall be accommodated through one of the following systems:

- Public open spaces provided along drainage routes.
- Registered servitudes over private properties. No structures or boundary walls may be erected within such servitudes. This option is not recommended should be avoided at all cost.
- Underground drainage to allow for the 1:50 year storm event

## 5.9 MANHOLES

- 5.9.1 Manholes shall be provided at all horizontal and vertical changes in direction, at all pipe junctions and end points. No concealed junction boxes are allowed.

- 5.9.2 All pipe connections shall be crown to crown.
- 5.9.3 Manholes are to be standard brick manholes with precast top slabs. Alternatively precast ring type manholes (minimum 1050mm diameter) may be used.
- 5.9.4 Maximum chimney height to be 400mm.
- 5.9.5 Manhole access shafts to be located in such a manner as to permit free access for bucket machine cleaning cables and equipment.
- 5.9.6 The maximum distance between manholes to be 90m.

## 5.10 CATCHPITS

- 5.10.1 In developments where windblown sand is a problem the number of catchpits shall be kept to a minimum. The maximum flow capacity of the road cross-section to be used to determine positions of catchpits.
- 5.10.2 The percentage flow past a catchpit should not exceed 20% and the maximum length of overland flow should not to be more than 150m.
- 5.10.3 Catchpit to catchpit lines are generally not acceptable and catchpit connection lengths may not exceed 15m.
- 5.10.4 Kerb inlet openings to be 100mm in height and preferably to be of same profile and height as adjoining kerbs. Skew kerb inlets/catchpits to be used where the road gradient exceeds 8%.
- 5.10.5 Catchpits in surfaced roads to be side inlet kerb type with precast concrete cover slab with cover and frame to withstand the loading requirements of SABS for Heavy Duty applications.
- 5.10.6 Grid inlet catchpits are generally not recommended as they are prone to blockages.
- 5.10.7 In windblown sandy areas catchpits shall be provided with a 100mm sand trap (invert level 100mm below invert of outgoing pipeline) instead of benching to assist with regular shovel cleaning operations.

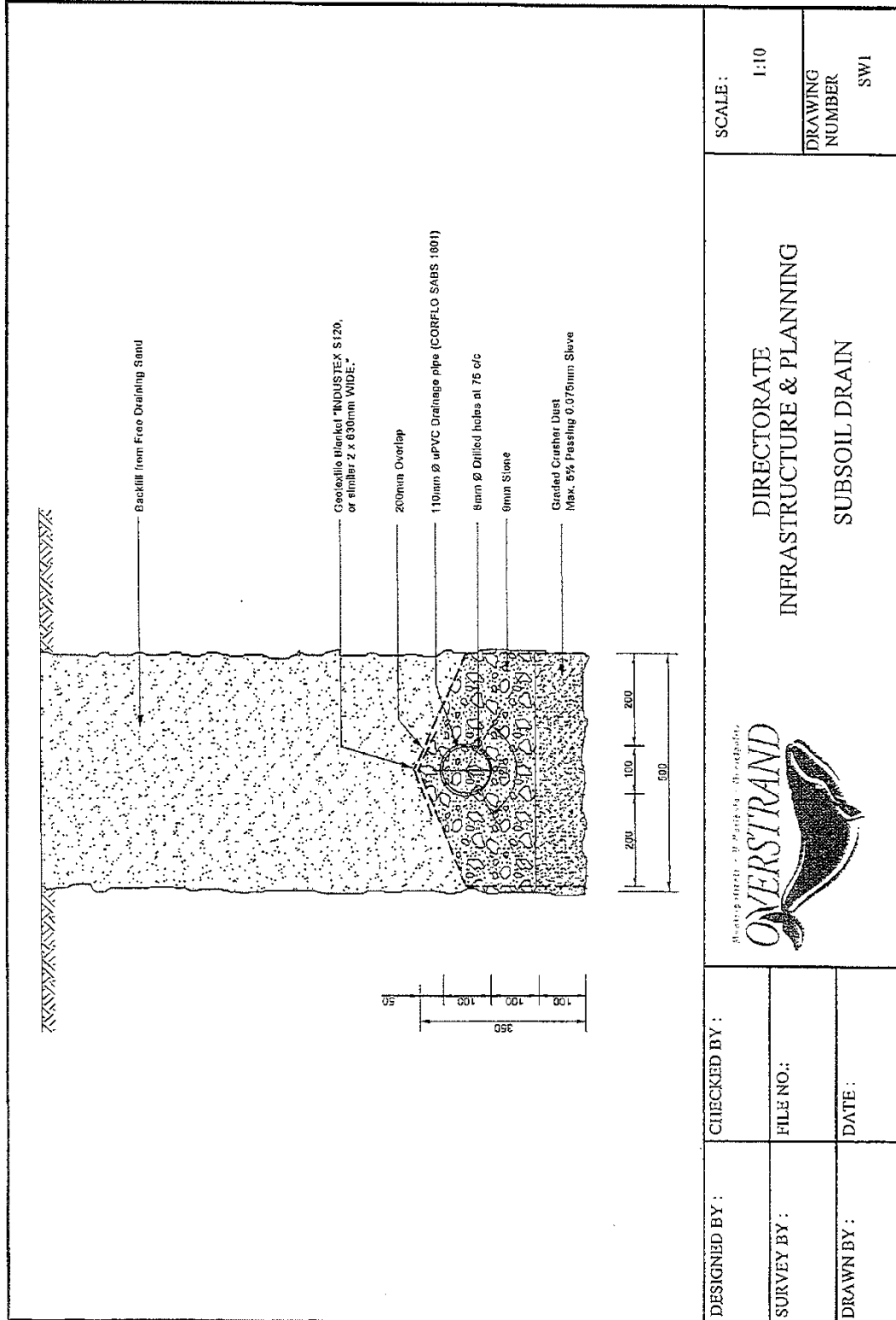
## 5.11 ROADS

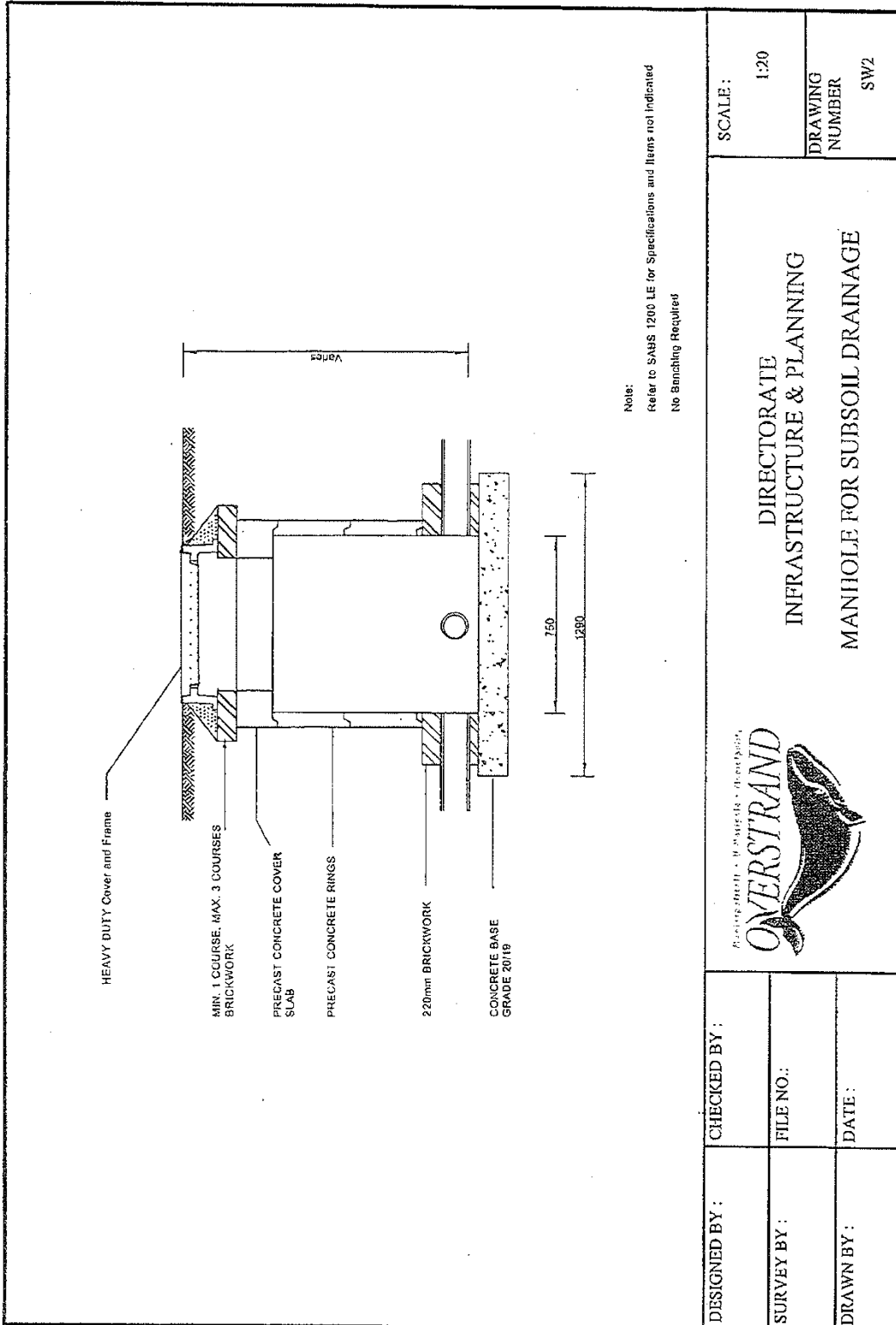
- 5.11.1 Runoff from cul-de-sac must be controlled and if road exceeds 80m, the runoff must be collected on the side road to avoid overrun on intersections.
- 5.11.2 Kerb inlets (no grid inlets) to be used on surfaced roads.
- 5.11.3 Grid inlets may be used in unsurfaced roads.
- 5.11.4 Paved side drains required for unsurfaced roads when the gradient of the drain is greater than 3%.

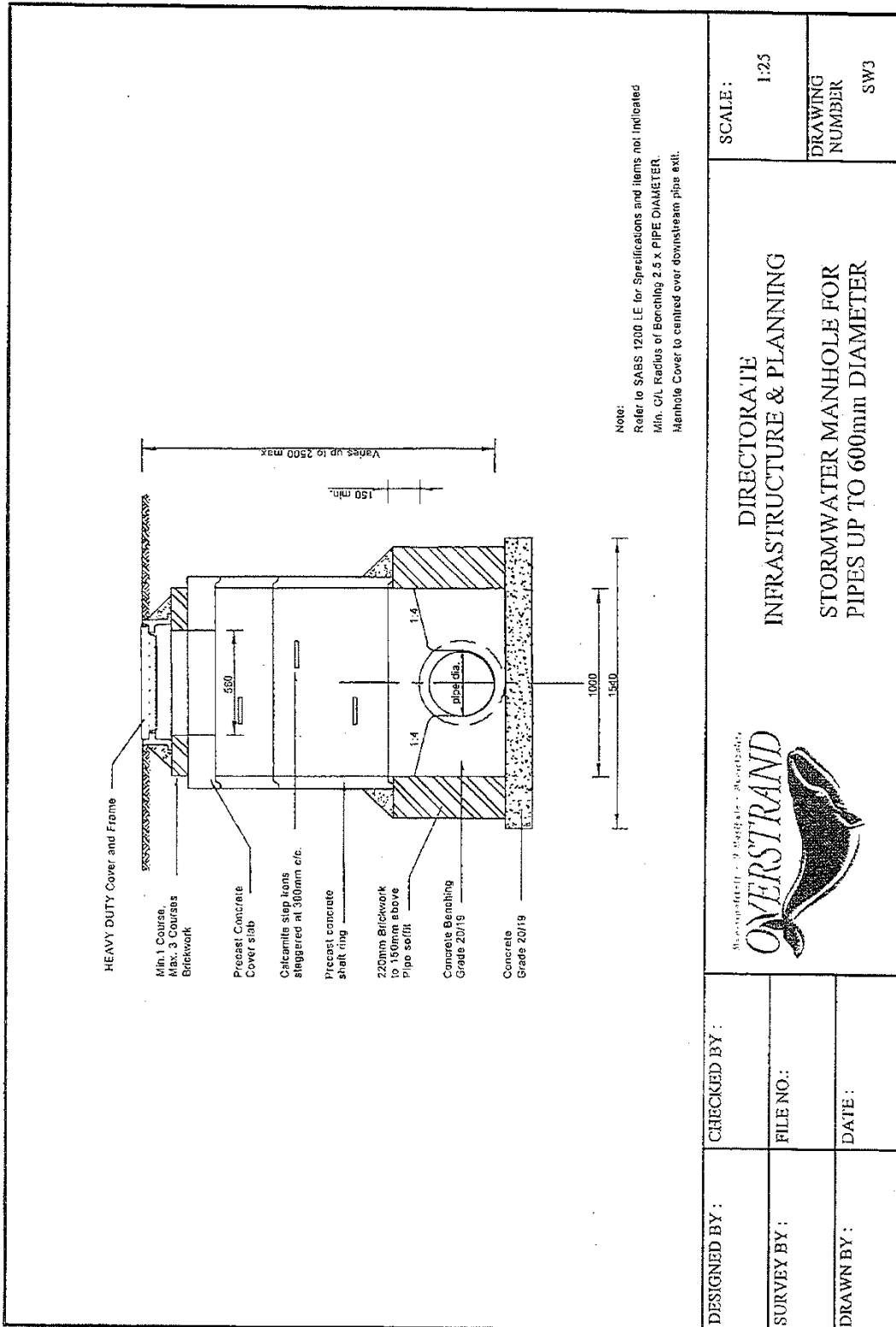
- 
- 5.11.5 Energy dissipation required where flow velocities exceed 3m/s in roadside channels.
- 5.11.6 Steeply sloping roads that terminate in a T-junction must be avoided.
- 5.11.7 V-channels may not be constructed across adjoining roadways.
- 5.11.8 Roadways with unpaved raised media islands will be provided with effective subsoil drainage systems to prevent water from entering the adjacent pavement layers.

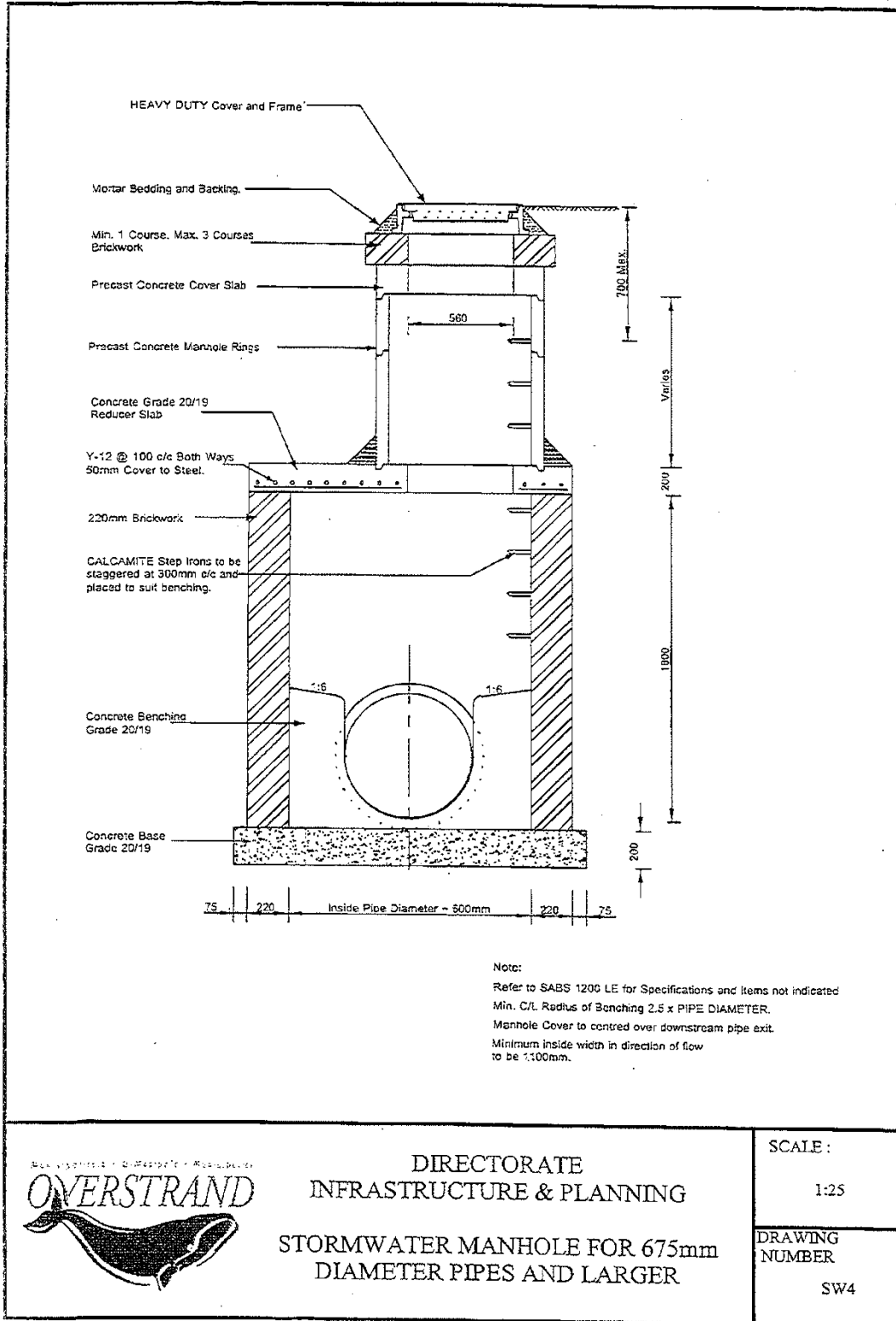
## 5.12 POLLUTION CONTROL

- 5.12.1 Consideration must be given to pollution control of stormwater discharge where necessary.









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STORMWATER MANHOLE FOR 675mm  
DIAMETER PIPES AND LARGER

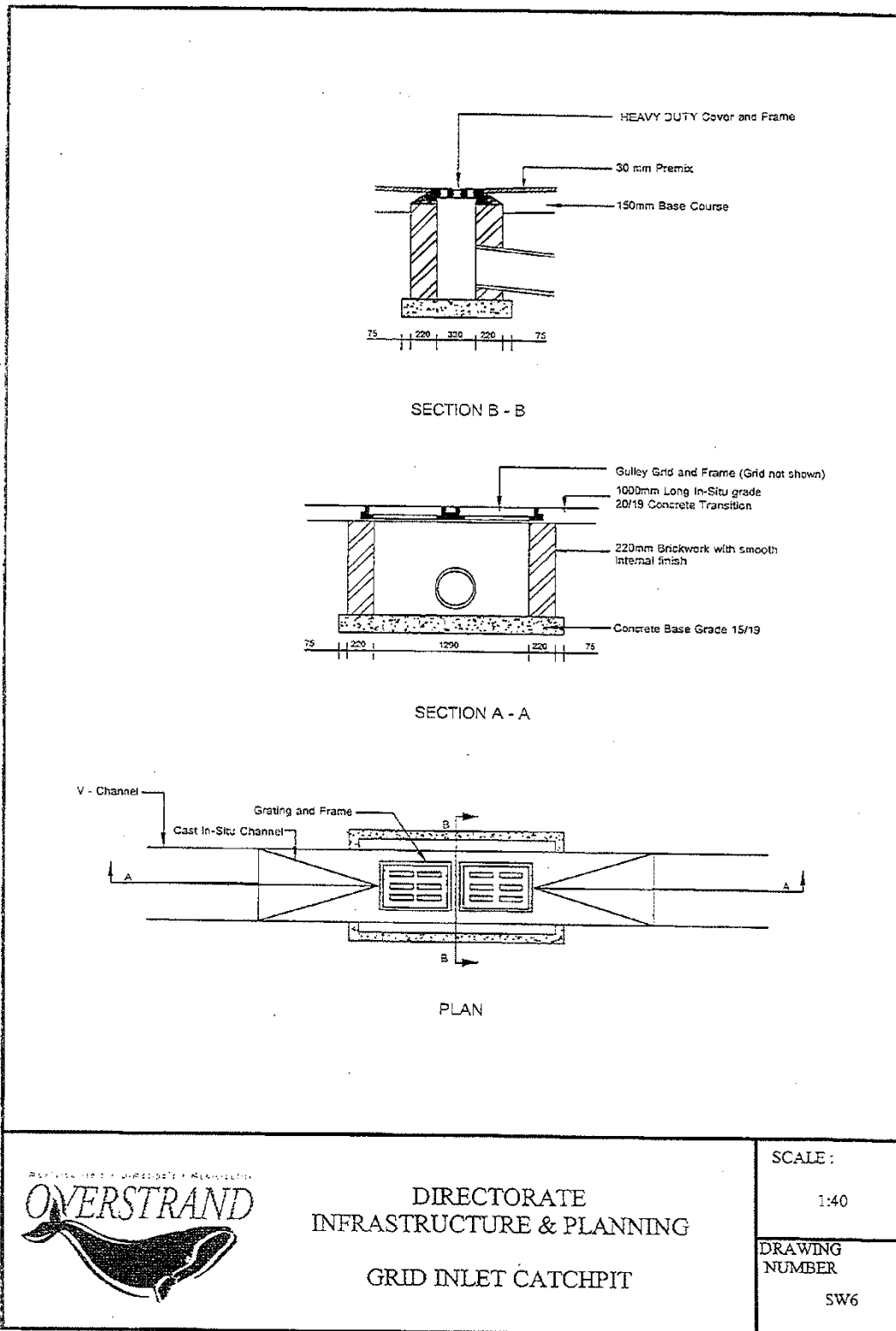
SCALE :

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DRAWING  
NUMBER

SW4







## 6. ROADS

### 6.1 ROAD PLANNING

#### 6.1.1 General

This section of the guidelines covers primarily local streets up to Class 3 roads.

The planning process needs to respond to the following inputs:

- Environment
- Community it needs to serve
- Modes of Transport
- Public Transport needs
- Integration with Public Transport network

Priority should be given to the needs of transport modes in the following order of precedence:

- Walking
- Cycling
- Public Transport
- Commercial Vehicles
- Private Cars

#### 6.1.2 Relevant codes of practice, policy and guidelines for road planning

- Red Book – Guidelines for Human Settlement Planning and Design
- UTG 1: Geometric Design of Urban Arterials
- UTG 5: Geometric Design of Urban Collector Roads
- UTG 7: Geometric Design of Local Residential Streets
- UTG 10: Guidelines for the Geometric Design of Commercial and Industrial Local Streets
- TGS 1, 5, 9, 12, 14 (Transport Planning Guidelines)
- Road Access Guidelines (Second Edition – May 2001)

### 6.2 ROAD AND STREET NAME SIGNAGE

- 6.2.1 All approved street name signs shall be cast in kerb type with white lettering on “Kingfisher blue” PVA background. At T-intersections the name is to be placed centrally opposite the adjoining road.  
Pole mounted signs are allowed in exceptional cases. Signage shall be on 1,4mm chromadek steel plate with black lettering on white reflective background (plate 150mm high, 75mm lettering). Poles shall be 3m long by 60mm in diameter, 2mm wall thickness with 13mm hole drilled in bottom to provide for a 300mm long steel rod (y10) to prevent pole from being pulled out.
- 6.2.2 All traffic signs and road markings to be provided by developer and comply with SARTSM and the applicable Road Traffic Regulations.

- 6.2.3 All road markings shall be repainted just before the end of the Defects Liability Period.

### 6.3 ROAD RESERVES

- 6.3.1 The cross section of the road reserve must be provided for all functions that the road is expected to fulfill including safe and efficient movement of all users, provision for parked vehicles and the provision for utility services and to convey both under and above ground services.

In addition to the above the selected roadway and road reserve should comply with the following:

- The safety and convenience of pedestrians and cyclists must be ensured by providing sufficient on or off road paths or sidewalks.
- The roadway width must allow for vehicles to proceed safely at the operating speed intended for the class of road.
- The road reserve width should be sufficient to provide adequate access to individual erven. The word “adequate” must be read in context with the mode of transport that is expected to dominate each specific road or pedestrian access way.
- Widening of the roadway and road reserve may be required at strategic locations to allow for wider heavy vehicle paths.
- Widening of the verge and subsequent road reserve may be required to ensure adequate sight distance around horizontal curves and at intersections.
- Appropriate verge width must be provided to enable the safe location, construction and maintenance of required utility services e.g. electricity, water, telecommunication and lighting.

### 6.4 WASTE COLLECTION

- 6.4.1 A consideration for waste collection is one of the most important aspects in the planning of any new development. Road layouts and reserve widths should be designed to accommodate typical waste collection vehicles.
- 6.4.2 In low cost housing developments large turning circles are generally not affordable within the subsidy amount. In such cases collection points need to be provided adjacent to the roadway at the nearest passing point.

### 6.5 PUBLIC TRANSPORT

- 6.5.1 On designated bus routes provision needs to be made for bus facilities including bus stops, shelters and bus embayments. Such provision should include consideration for pedestrian access, driveway locations and geometric design considerations at intersections.

## 6.6 INTERSECTIONS

- 6.6.1 Street layouts should be planned for optimum safety. The aim should be to try and minimize the number of intersections required for any township development. Skewed intersections should be avoided and in no case should the angle be less than 70 degrees. Intersecting roads should where practical meet at 90 degrees.
- 6.6.2 The provision of vehicle access close to intersections and roundabouts needs to be carefully examined. Operational and safety considerations may warrant restrictions on access.
- 6.6.3 Land uses that generate large volumes of traffic should have access points well away from intersections.
- 6.6.4 Intersections where a reasonable volume of traffic is expected need to be analyzed at design stage to establish the type of control measure to be implemented.
- 6.6.5 Roundabouts are in many cases preferred to signalized intersections because of the inherent safety and efficiency benefits. Roundabouts are also excellent traffic calming measures especially if it forms part of an overall traffic calming plan.
- 6.6.6 Three or four way stop control at busy intersections is not acceptable.
- 6.6.7 Intersections shall not be positioned in or near horizontal curves of small radius, on the inside of horizontal curves or on or close to sharp crests.
- 6.6.8 To prevent vehicular traffic from cutting corners and to enhance pedestrian safety, the bellmouths of all road intersections need to be lined with barrier kerbs and channels (BK2 & C1).

## 6.7 ROUNDABOUTS

- 6.7.1 Roundabouts need to be designed for the site specific and traffic conditions. In order to create some uniformity within the Overstrand Municipal area the following is prescribed.
- Central and splitter islands shall have paved surfaces to clearly distinguish the islands from the roadway.
  - Where an apron is required a special mountable kerb (MK11) shall separate the apron from the circulatory roadway with a height difference of approximately 75mm.
  - On central islands where vehicles are not supposed to traverse, semi mountable kerbs (MK2) shall be used.
  - The minimum width for splitter islands at pedestrian crossings points shall be 1.8m, set back at least one vehicle length (6.0m) from the entrance line with provision for dropped kerbs for wheelchairs and prams. Detectable warning surfaces shall be provided at all pedestrian crossings.

- Barrier kerbs (BK2 or BK4) to be used for splitter islands. Where splitter islands are small and where no pedestrian crossings are envisaged, semi mountable kerbs (MK2 or MK10) may be considered.
- The physical layout and size of the central island will determine the amount of deflection that is imposed on the through vehicle. A mountable apron may have to be added to achieve the desired deflection in order to reduce vehicle speed.
- The kerbing used on the perimeter of roundabouts shall generally be barrier kerbs (BK2 or BK4). For mini roundabouts on lower order links the kerb type may match the kerbing used on the major approaching road.

## 6.8 TRAFFIC CALMING

- 6.8.1 The provision for traffic calming forms an inherent part of any new development. Special consideration needs to be given to reduce block lengths as far as possible. On collector roads speed-reducing measures such as roundabouts and pedestrian crossings with median island etc. need to form part of a built-in traffic calming strategy.

## 6.9 PEDESTRIAN AND CYCLE WAYS

### 6.9.1 General

Footpaths and cycle ways form an integral part of the overall movement network. Surfaced footways shall be provided along roadways where pedestrian traffic is expected to be high e.g. at churches, schools, public amenities and along main routes.

Appropriate pedestrian crossing points at schools, community amenities, opposite expected pathways, at busy intersections and at place of attraction needs to form part of any development proposal. These crossings together with other measures such as roundabouts should form part of a built-in traffic calming strategy.

A satisfactory level of service should be provided that include users with disabilities and those with limited mobility.

The provision of these facilities should be such that it encourages the use of these modes of transport.

- 6.9.2 Relevant codes of practice, policy and guidelines for pedestrian and cycle ways planning.

- Red Book – Guidelines for Human Settlement Planning and Design
- Department of Transport: Pedestrian and Bicycle Facility Guidelines

6.9.3 Designers should note the safety and operational issues that arise where pedestrians and cycling routes cross certain types of intersections or roadways.

- At major signalized intersections foot paths and cycle ways should preferably be combined to one crossing point with special pedestrian/cycle phases provided for.
- Provision must be made for pedestrian/cycle crossings points in the splitter islands at roundabouts.
- On-road cycling at multi lane roundabouts should not be allowed.
- Where a pedestrian road crossing is provided with a medium island (for refuge and traffic calming purposes), the width of the island shall be at least 2.0m wide and barrier kerbed all round. The median island (kerbed section) shall be at least 30m long with appropriate tapers on either side to prevent vehicles from overtaking on the wrong side of the road.

6.9.4 Detectable warning surfaces to accommodate disabled persons shall be installed at all pedestrian crossing points, splitter and median islands and shall meet the following requirements:

- The detectable warning surface shall consist of raised truncated domes with a nominal diameter of 23mm, a height of 5mm and a center spacing of 60mm.
- The detectable warning surface shall contrast visually with adjoining surfaces, either light-on-dark or dark-on-light.
- Detectable warning surfaces shall be placed behind the kerb line (dropped kerb) and extend into the pedestrian refuge area a distance of 990mm. On narrow median and splitter islands the detectable warning surface shall be reduced to 660mm with a contrasting section of normal paving surfacing in between.
- The width of detectable warning surface shall equal the dropped kerb length with a minimum width of 990mm.

## 6.10 DRIVEWAYS

### 6.10.1 General

The primary consideration in designing driveways must be the safety of the driveway user as well as the safety of other users including pedestrians and cyclists on pathways and traffic on the road from which access is gained.

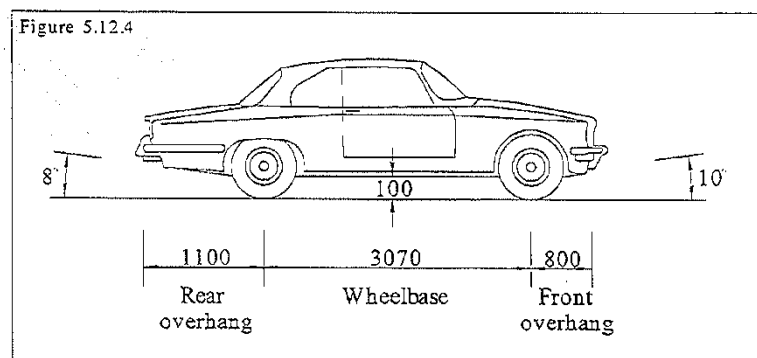
Driveways should be designed to allow vehicles to enter the site by turning at slow speed from the traffic lane nearest to the site without intruding into other traffic lanes, especially on higher order roads. Where two-way traffic is expected the driveway should be of sufficient width to allow two vehicles to pass to avoid queuing on public roads. Driveways should be designed for the most common vehicle that will be using them.

6.10.2 Relevant codes of practice, policy and guidelines for driveway planning.

- UTG 5: Geometric Design of Urban Collector Roads
- UTG 7: Geometric Design of Local Residential Streets
- UTG 10: Guidelines for the Geometric Design of Commercial and Industrial Local Streets
- Road Access Guidelines (Second Edition – May 2001)

6.10.3 If there is no surfaced footway the verge and driveway must still accommodate the movement of pedestrians and perform a drainage function. Design considerations are as follows:

- An area of approximately 1.5m wide is required immediately adjacent to kerb with a maximum cross slope of 3% towards the kerb to allow (i) the safe passage of pedestrians/cyclists, (ii) to allow wheel bin placement and (iii) to allow driveway access without vehicles scraping.
- A cross slope of not less than 1% is required for surface drainage.
- Skid resistant surface.
- A maximum gradient of 17% within the verge width.
- The back of footway level to be sufficiently higher than the top of kerb to ensure that overland flows stays within the road prism.
- Distance from nearest intersection.
- Access restrictions on certain classes or sections of road.
- Unobstructed sight distance.
- In determining gradients for a driveway, designers must apply the clearances of a typical South African Vehicle (as depicted in Figure 6.10.3) to the longitudinal section in order to avoid scraping.



## 6.11 PARKING

6.11.1 Provision for parking shall form an inherent part of any new development. It is important that vehicles should not be parked within sight triangles at intersections or on roadways. Designers should consider the provision of on or off street parking in conjunction with other issues such as driveway access, waste collection etc. In developments with narrow frontages parking on-street may be problematic and setbacks of entrances and garages need to be considered to avoid parking back-up into the street system.

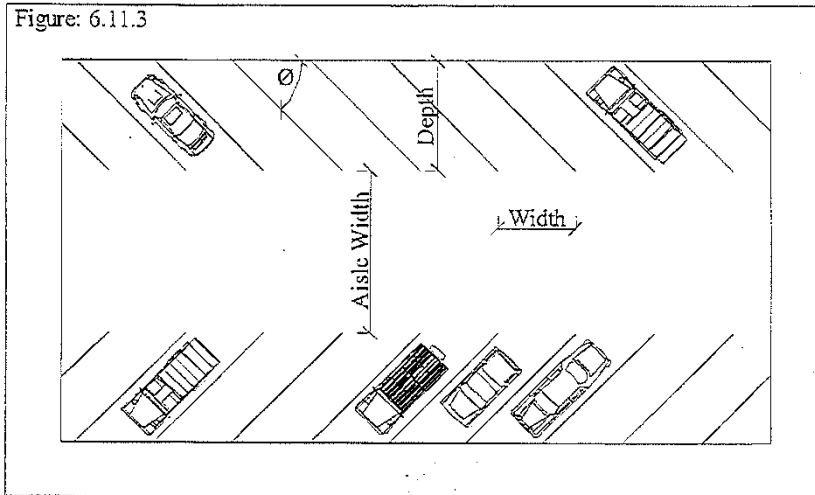
6.11.2 Relevant codes of practice, policy and guidelines

- Parking Standards – Department of Transport
- Land use – Department of Transport

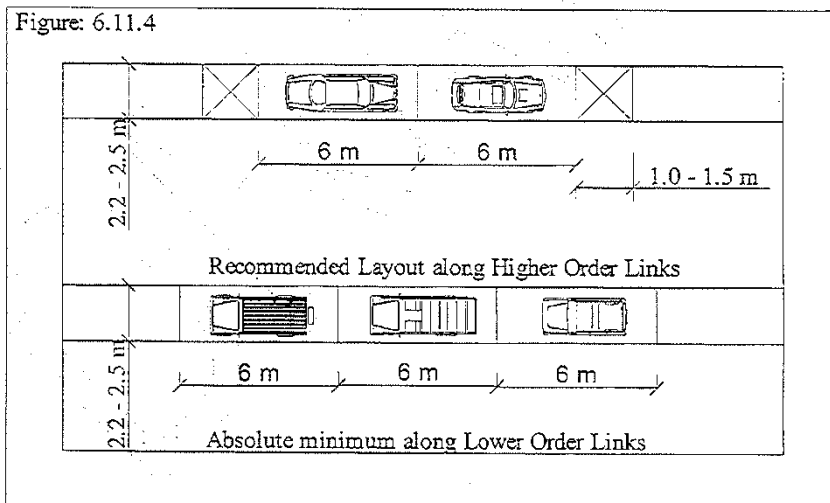
6.11.3 The recommended dimensions for angled parking layouts are indicated in the table below. The dimensions referred to, are those as given in Figure 6.11.3.

Parking Angle ( $\emptyset$ )	Width (m)	Depth (m)	Aisle Width (m)		
			Ideal	Acceptable	Abs. Min.
90°	2.5	5.0	7.5	7	6.5
60°	2.9	5.3	5.4 4.4 (One Way)	=	=
45°	3.5	4.9	5.2 4.2 (One Way)	=	=
30°	5.0	4.2	3.5	=	=

The absolute minimum values given in the table should be used with caution and in limited applications only, with the approval of the municipality.



For parallel parking the dimensions as given in Figure 6.11.4 shall apply. Along highly traffic roads the clear space between consecutive bays shall be increased to 1.5m.



## 6.12 CAR PARKS

### 6.12.1 Parking Layout

The parking layout recommended for car parks shall generally be 90° parking with two-way movement in aisles. Angled parking and one-way type of movement should generally be avoided.

### 6.12.2 Safety

Car parks are design to provide a safe environment for its users. The design should minimize vehicle to vehicle conflict and vehicle to pedestrian conflict. Direct access via pedestrian paths to destinations should be provided. Adequate lighting should be provided for night time use.

### 6.12.3 Parking for Disabled Persons

Adequate provision needs to be made for disabled users at close proximity to end destinations. Such parking bays shall be provided with a 1.5m access aisle to allow maneuvering between parked vehicles.

### 6.12.4 Landscape Elements

Landscaping is an important element of any proposed car park. A well-designed car park, shaded by trees, screened by hedges, shrubs or grassed mounds provides a stark relieve from the expanses of a continuously tar paved parking area. The following design principles should be adopted:

- Avoid stand alone trees planted within the car park. Rather use groups of trees in special planting areas.
- Choose appropriate ground surfaces for open areas and around trees. These could include mulch, natural gravel, porous paving, groundcover plants and grass. Grassed surface areas should however not be steeper than 1:4. Loose crushed stone beds are not acceptable surfacing medium.
- Pedestrian movement routes needs to be carefully planned, e.g. make provision for paths through garden beds etc.
- Coordinate surface lighting with tree planting.
- No tree or shrub planting should take place where car overhangs (0.8m) is expected.
- Shrub and tree planting should be designed to require minimal maintenance.
- Incorporate paved areas to break the surface texture and to provide color enhancements.

## 6.13 PAVEMENT DESIGN

### 6.13.1 General

Pavement design is a process of selecting appropriate pavement and surfacing layers to ensure that the pavement will carry the traffic for the structural design period, at an acceptable service level without any major structural distress.

Designers should base their design on a life cycle strategy comprising of high initial standards followed by very low or minimal maintenance needs over the analysis period.

### 6.13.2 Relevant codes of practice, policy and guidelines

- Red Book – Guidelines for Human Settlement Planning and Design.
- TRH 4 – Structural Design of Flexible Pavements for Interurban and Rural Roads.
- TRH 14 – Guidelines for Road Construction Materials.
- SABS 1200 M: 1996 – Roads (General).
- SABS 1200 ME: 1981 – Subbase.
- SABS 1200 MF: 1981 – Base.
- SABS 1200 MFL: 1996 – Base (Light Pavement Structures).
- SABS 1200 MH: 1996 – Asphalt Base and Surfacing.
- SABS 1200 MJ: 1984 – Segmented Paving.

### 6.13.3 Level of Service

The level of service should be related to the function of the street. A higher order, or more important road, should have a higher level of service. Its physical properties and standards should be higher with a reduced risk of failure.

### 6.13.4 Minimum Pavement Design Guidelines

- Where possible, designers must base their design on the estimated E80' over the design period. A minimum catalogue standard as given in Table 6.13.4 at the end of this section shall apply for categories UB, UC and UD roads as defined in the Red Book.
- The structural design period for all road categories shall be 20 years.

As a guideline pavement layers shall comply with the following minimum standards:

Road Category	Surfacing	Pavement Layers
UB (District Distributor)	40mm Medium continuously graded Asphalt	150mm G2 Basecourse 150mm C4 Cemented Subbase 150mm G7 Subgrade 150mm G9 Subgrade
UC (Major Bus Route)	40mm Medium continuously graded Asphalt	150mm G3 Basecourse 150mm C4 Cemented Subbase 150mm G7 Subgrade 150mm G9 Subgrade
UC (Minor Bus Route)	30mm Medium continuously graded Asphalt	150mm G3 Basecourse 150mm G5 Subbase 150mm G7 Subgrade 150mm G9 Subgrade
UD (Access Street)	30mm Medium continuously graded Asphalt	150mm G4 Basecourse 150mm G7 Subgrade
Pedestrian Only Links	25mm Medium continuously graded Asphalt	150mm G4 Basecourse 150mm G7 Subgrade
Sidewalks / Cycle Ways	20mm Medium continuously graded Asphalt	100mm G5 Basecourse 150mm G7 Subgrade

#### 6.13.5 Subgrade CBR

The bearing capacity and quality of the in-situ subgrade or fill material is of utmost importance in the selection of the appropriate pavement layers. Designers should conduct a proper soil survey of the site to determine the in-situ CBR within the material depth specified in the TRH 4. The classification of the subgrade material shall be based on the soaked California Bearing Ratio (CBR) at 93% of Mod. AASHTO maximum density (100% for sand).

### 6.13.6 Compaction Densities and Material Specifications

Pavement layers and material shall comply with the following:

Layer	Class	Material Type	Min CBR at Spec. Density	Max PI	Min Compaction
Basecourse	G2	Crushed Stone	80	6	85% BRD
	G3	Crushed Stone	80	6	98% Mod AASHTO
	G4	Crushed Stone	80	6	98% Mod AASHTO
Subbase	G5	Crushed Stone	45	6	95% Mod AASHTO
Selected Layer (Upper 300mm)	G7	In-situ or Imported Sand	15	12	93% Mod AASHTO or 100% for Sand
Subbase for Sidewalks	Surfaced	Crushed Stone	45	6	95% Mod AASHTO
	Un-surfaced	Natural Gravel or Crushed Stone wearing course	45	6	95% Mod AASHTO

Crushed rubble shall only be used in cases where the consistency of the material can be guaranteed. It shall further only be used in subbase applications.

### 6.13.7 Surfacing Specifications and Densities

Bituminous surface treatments in the form of chip and spray, slurry or Cape Seals are not acceptable. All surfacing shall be in the form of continuous graded, hot asphalt, spread with a self-propelled mechanical spreader (paver).

Surfacing layers shall comply with the following:

Road Category	Surfacing	Min Compaction
UB (District Distributor)	40mm Medium Continuously Graded Asphalt	92% Rice
UC (Major Bus Route)	40mm Medium Continuously Graded Asphalt	92% Rice
UC (Minor Bus Route)	40mm Medium Continuously Graded Asphalt	95% Marshall
UD (Access Street)	30mm Medium Continuously Graded Asphalt	95% Marshall
Pedestrian Only Links	25mm Medium Continuously Graded Asphalt	95% Marshall
Sidewalk / Cycle Ways	20mm Medium Continuously Graded Asphalt	95% Marshall

#### 6.13.8 Compaction Equipment

Pavement layer compaction during construction has a major effect on the structural bearing capacity of the pavement. The higher the construction density of a layer, the higher the strength and hence the resistance to deformation.

Designers should therefore not only specify the minimum compaction rates but also the type of plant to be used for the different material types. For the compaction of base, subbase and subgrade (sand) layers, a 9 ton vibratory roller should be regarded as the minimum requirements in terms of the compaction equipment.

#### 6.13.9 Labour Intensive Construction

On projects where labour intensive methods are specified, a critical review of the specifications for road pavement layers needs to be made. All road construction activities cannot be labour intensive. The activities that can be labour-based are the following:

- Excavation up to 1.5m in depth.
- Spreading of homogeneous or coarse graded materials.
- Kerb laying and ancillary works

The construction methods chosen should in general strive to obtain the same standard as the conventional methods. For labour intensive projects, segmented concrete block pavements or the use of Waterbound Macadam as a base for granular pavements is recommended.

#### 6.13.10 Selected Layers

Designs for all categories of roads should assume that all subgrades are brought to at least equal G7 support standard. Subgrade conditions that are below a G7 standard shall be replaced with suitable material.

### 6.14 TRAFFIC CONTROL DEVICES AND SIGNAGE

#### 6.14.1 General

For all forms of traffic control devices reference should be made to latest edition of the South Africa Development Community Road Traffic Signs Manual (SADC-RTSM) that replaced the previous South African Traffic Signs Manual (SARTSM) and SATCC manuals.

For detailed design and construction of traffic signals reference needs to be made to the specifications as laid down in the CMA Specifications for Traffic Signals.

Traffic control devices shall comply in all respects with the requirements of the National Road Traffic Act 1996 (Act No. 93 of 1996) and the National Road Traffic Regulations 2000, promulgated in terms of the Act. It is therefore important that

professionals with experience and knowledge of the subject undertake the design, installation and operation of traffic signals and signage.

#### 6.14.2 Relevant codes of practice, policy and guidelines

- SARTSM and SADC-RTSM Manuals:

Volume 1: Uniform Traffic Control Devices (SADC-RTSM)

Detail signing policies and design principles together with specific information on the meaning and application of all traffic control devices.

Volume 2: Traffic Control Device Applications (SARTSM)

This volume covers the use of sets of signs, markings and signals for specific applications.

Volume 3: Traffic Signal Design (SARTSM)

Detailing in depth, requirements for the selection and installation of traffic signals and their methods of control.

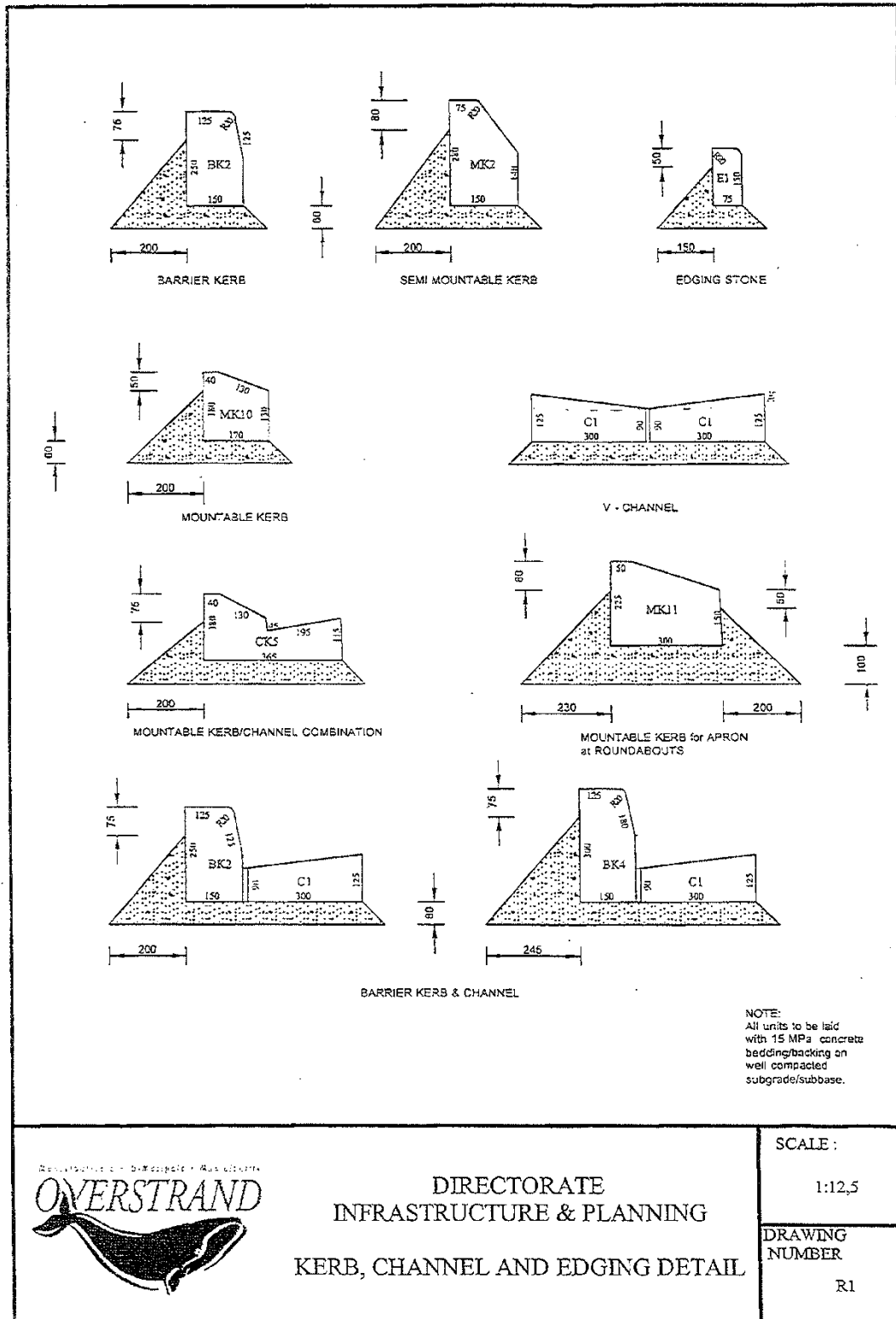
Volume 4: Traffic Signs Design (SADC-RTSM)

Dimensional details for all road traffic signs and sign face components.

- The CMA Specification for Traffic Signals.

#### 6.14.3 Traffic Signals Design Requirements

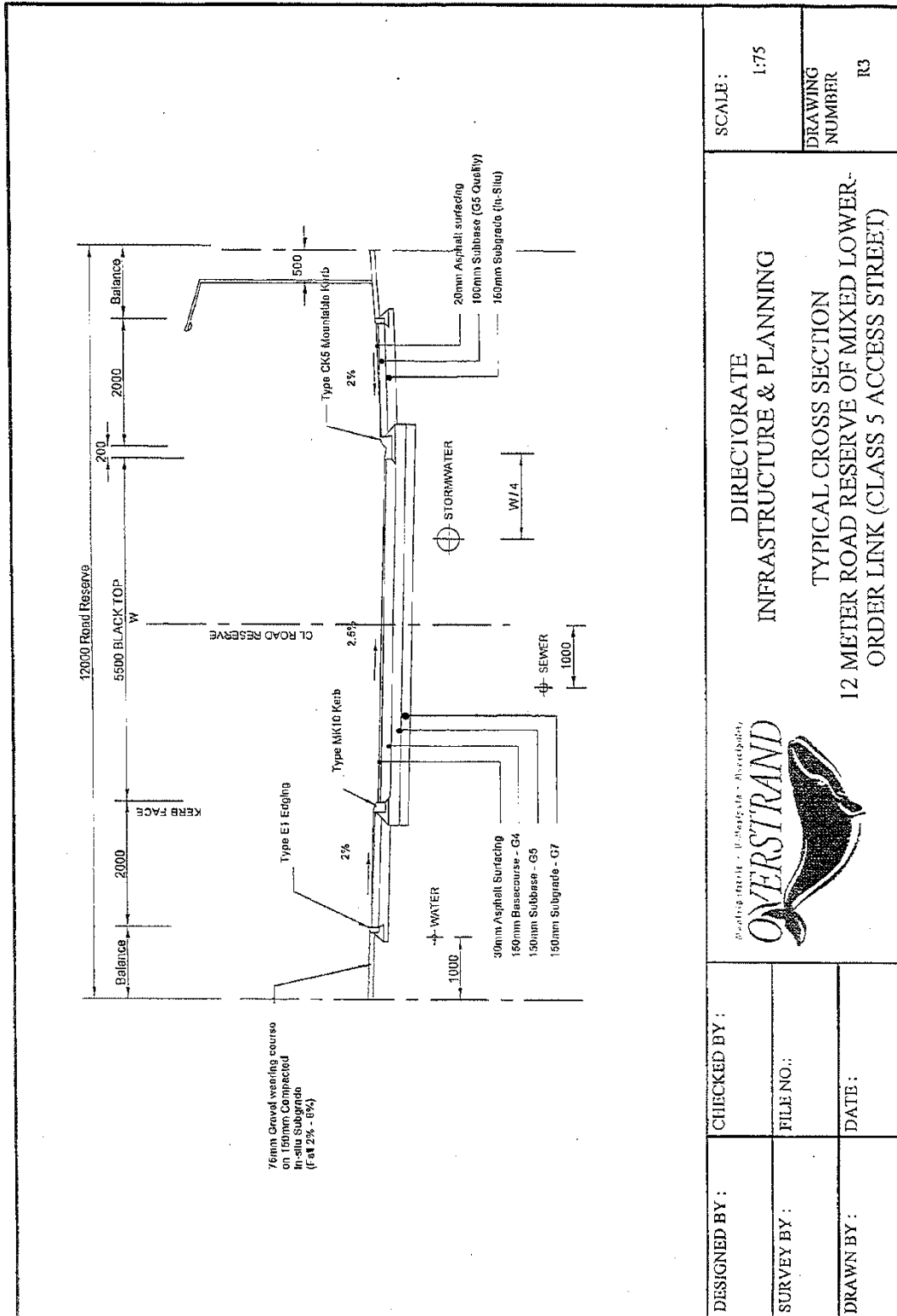
- A scaled drawing (1:250) of the intersection / junction with the road layout, lanes and road markings.
- Ducting and draw box layout for underground cabling.
- The number, type and layout of signals faces and pole positions.
- The number, type and location of pedestrian and cyclist facilities, including the position of push buttons.
- The phasing, time plans and offset settings.
- The layout of loop detectors.
- The proposed date of implementation.



DIRECTORATE  
INFRASTRUCTURE & PLANNING  
KERB, CHANNEL AND EDGING DETAIL

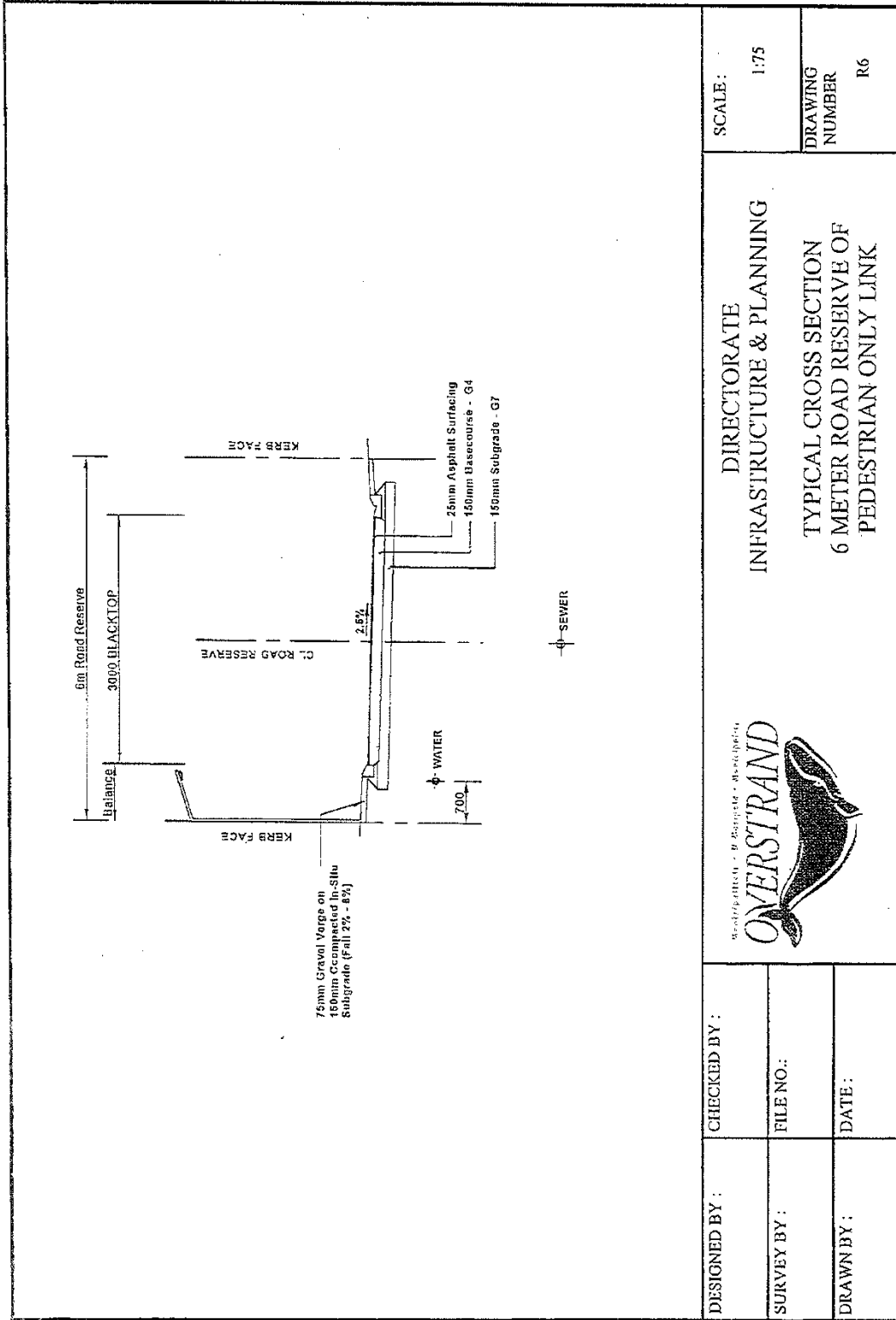
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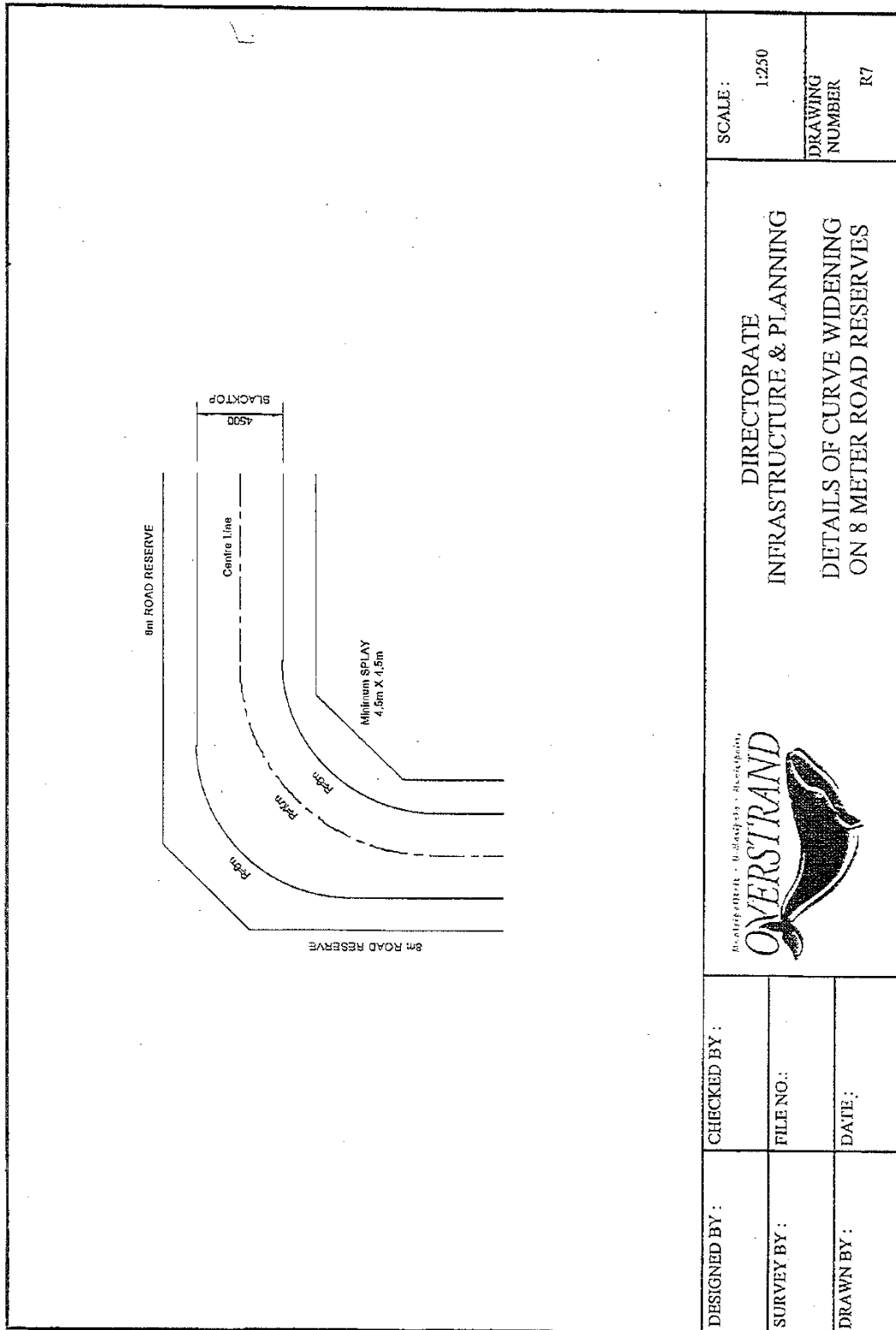





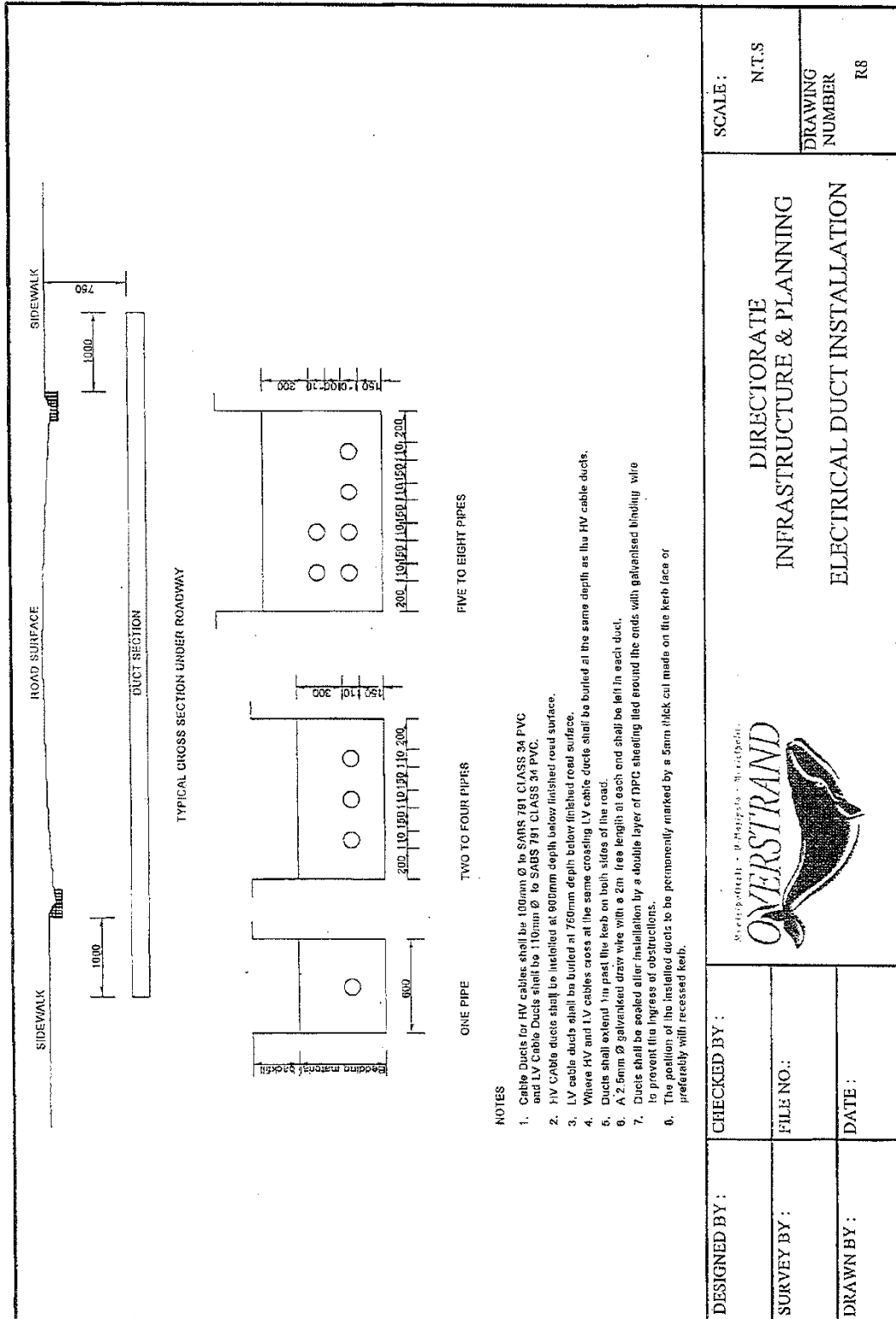


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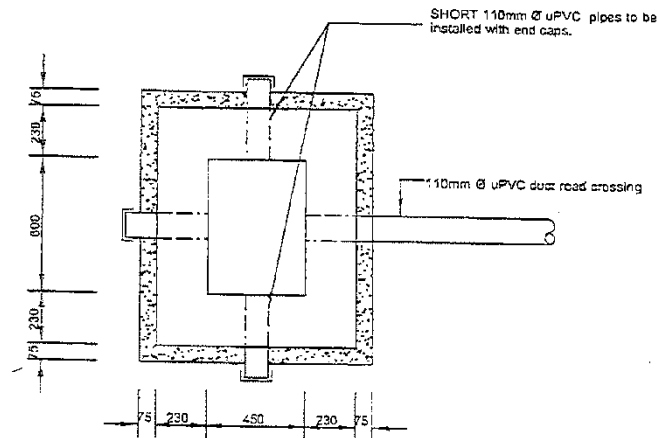


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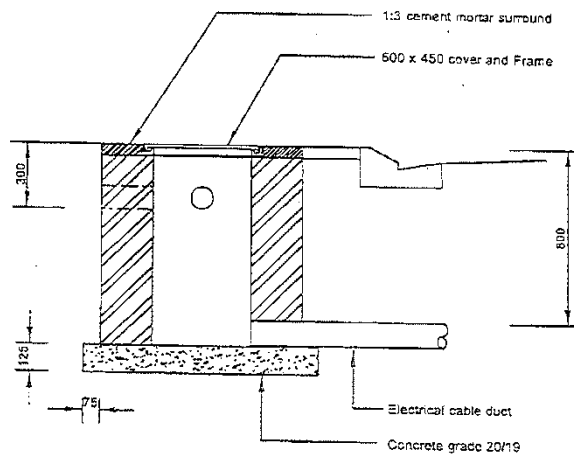


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PLAN



SECTION



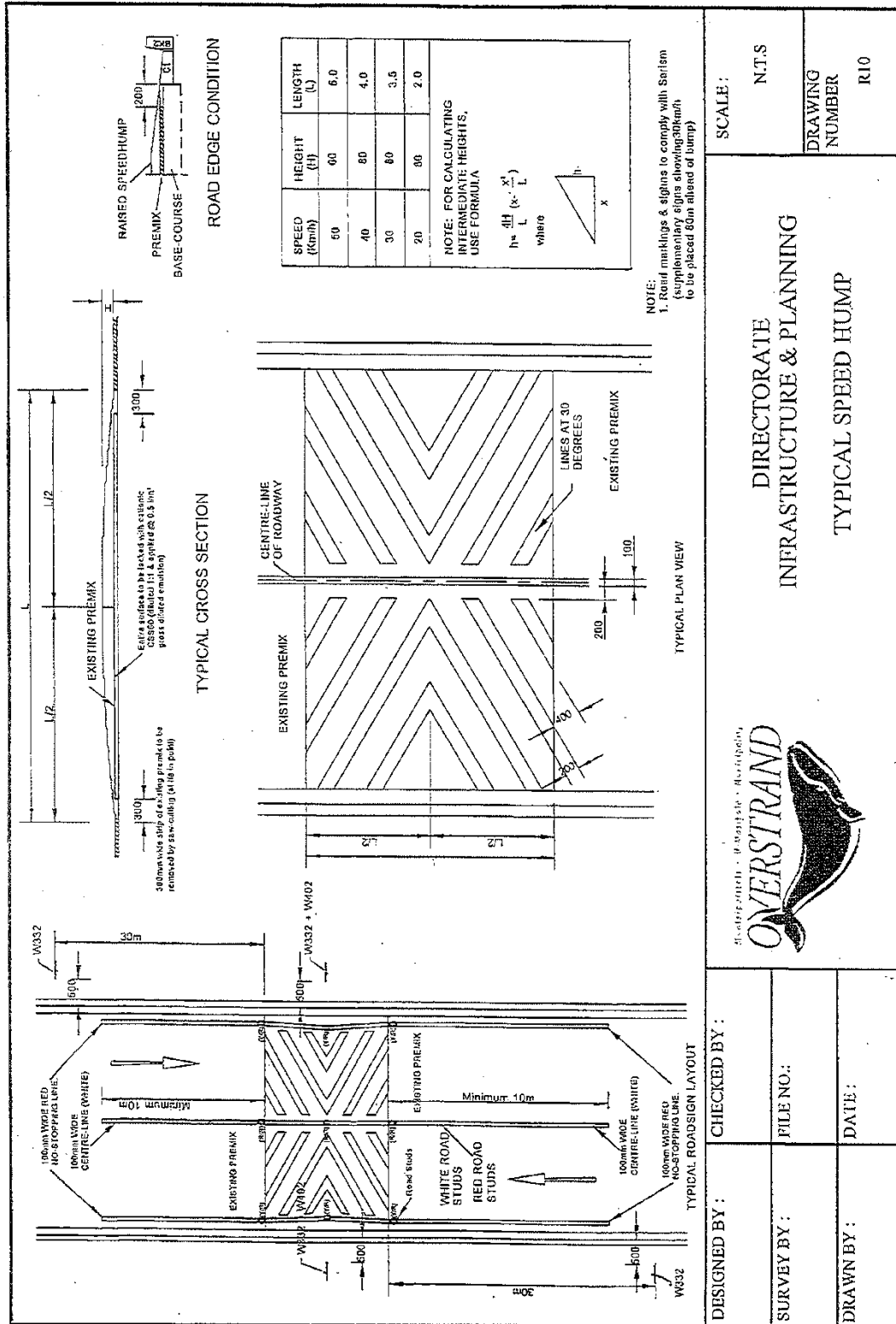
DIRECTORATE  
INFRASTRUCTURE & PLANNING  
CABLE INSPECTION CHAMBER

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R9



**DIRECTORATE INFRASTRUCTURE & PLANNING**

**TYPICAL SPEED HUMP**

SCALE: N.T.S.

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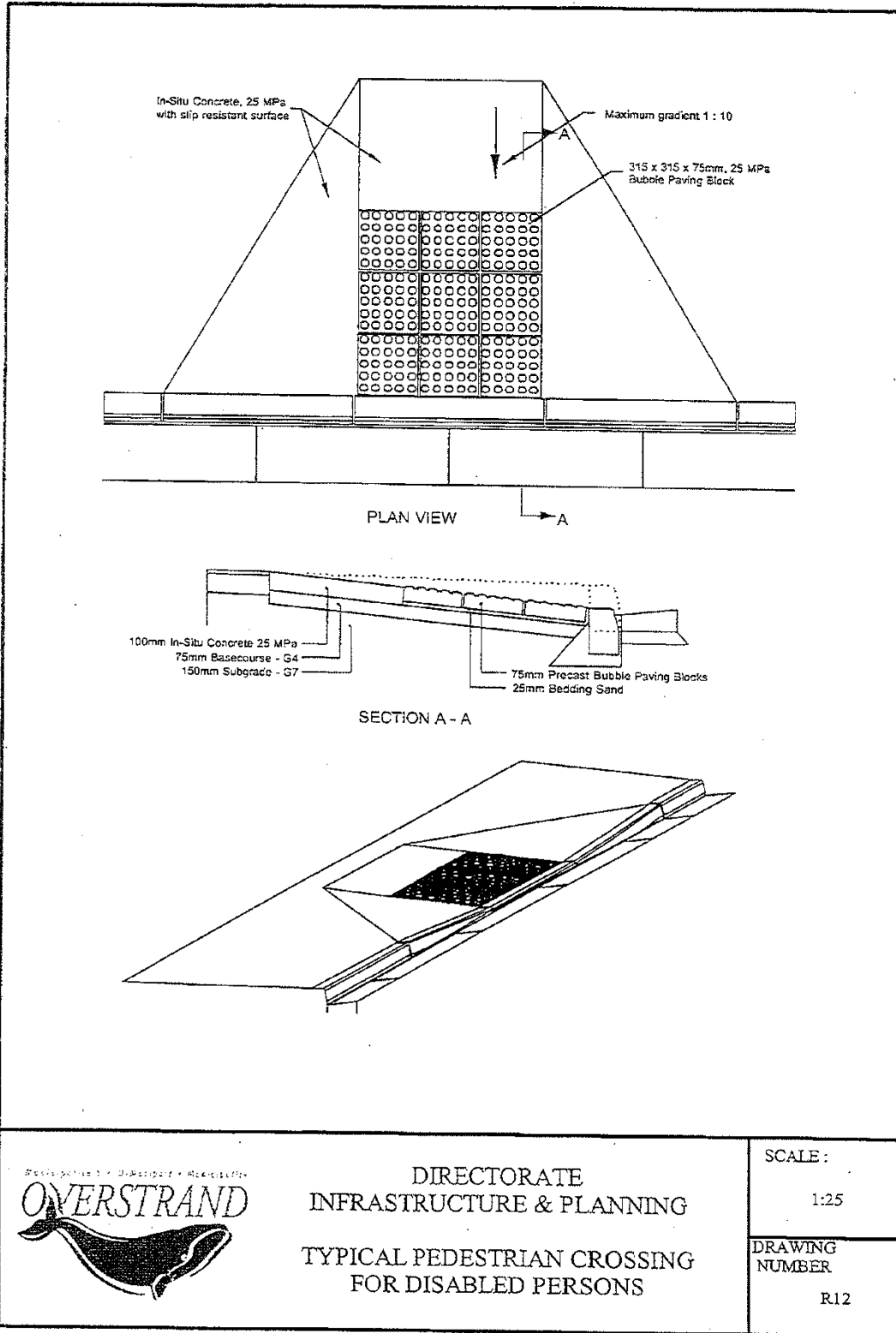
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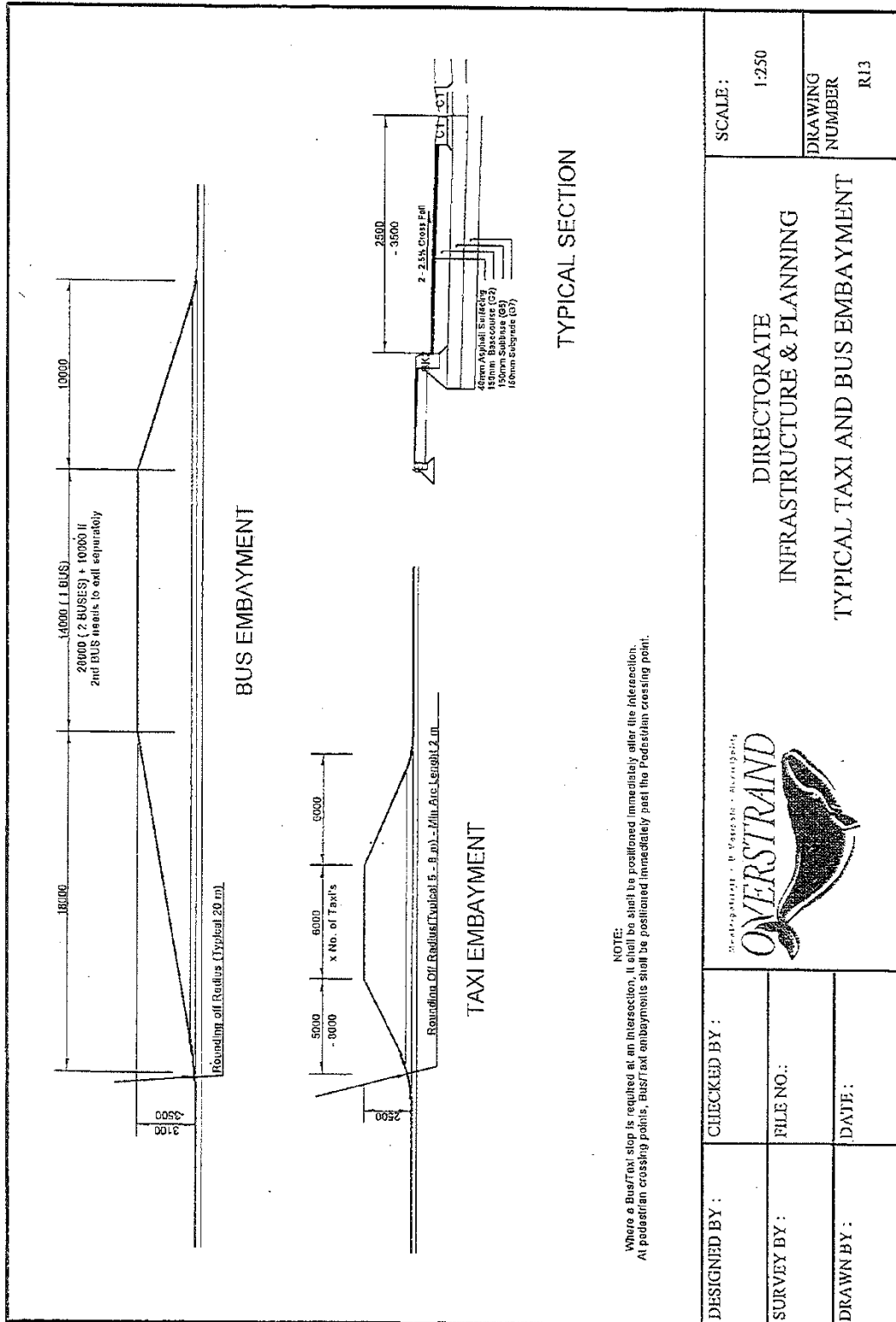





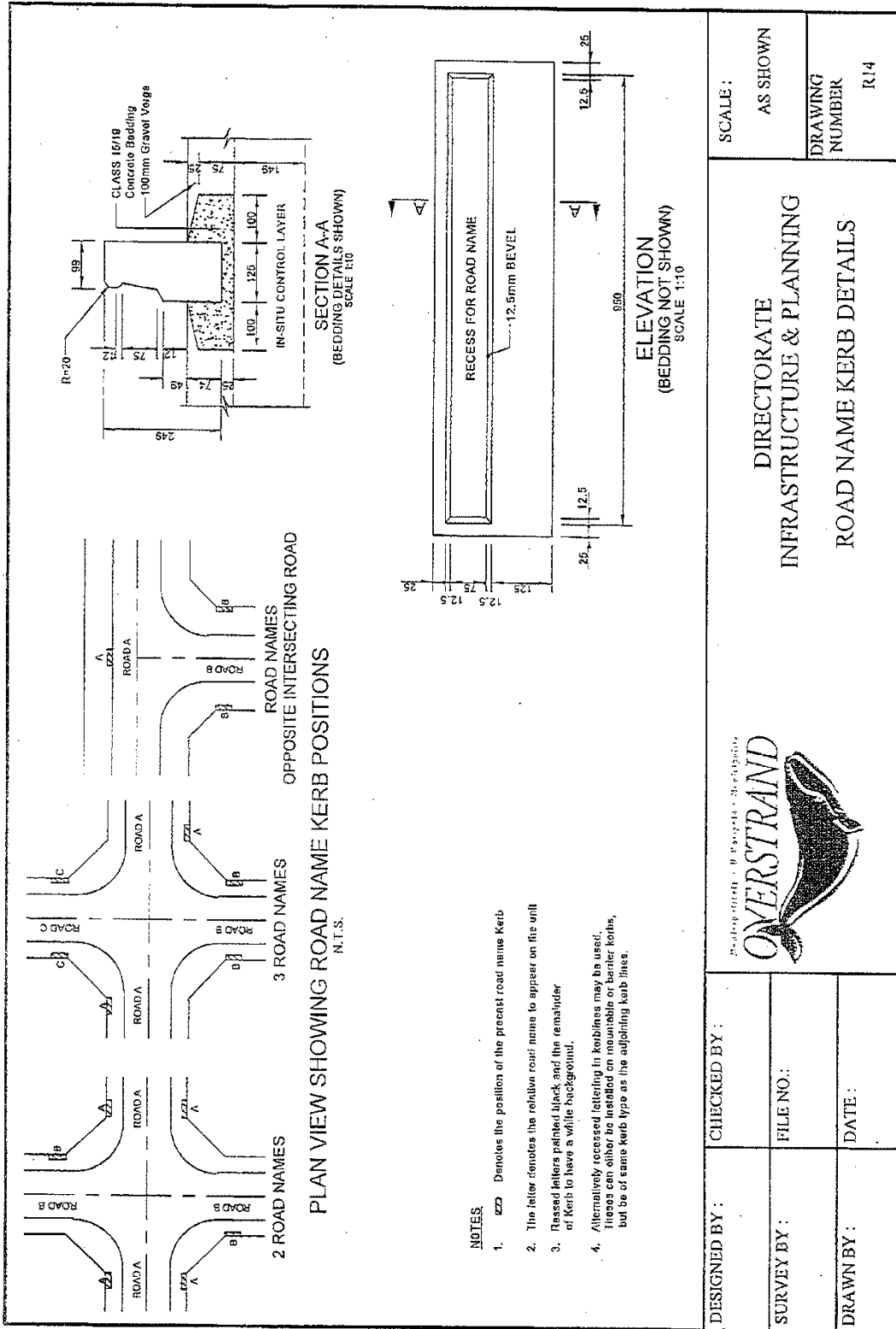


DIRECTORATE  
 INFRASTRUCTURE & PLANNING  
 TYPICAL PEDESTRIAN CROSSING  
 FOR DISABLED PERSONS


SCALE :  
 1:25  
 DRAWING  
 NUMBER  
 R.12



DESIGNED BY :	CHECKED BY :	SCALE : 1:250	
SURVEY BY :	FILE NO.:	DRAWING NUMBER	
DRAWN BY :	DATE :	R13	
 <p>DIRECTORATE INFRASTRUCTURE &amp; PLANNING TYPICAL TAXI AND BUS EMBAYMENT</p>			



**NOTES**

1.  Denotes the position of the precast road name Kerb
2. The letter denotes the relative road name to appear on the unit
3. Recessed letters painted black and the remainder of Kerb to have a white background.
4. Alternatively recessed lettering in kerblines may be used. These can either be installed on mounded or barrier kerbs, but be of same kerb type as the adjoining kerb lines.

DESIGNED BY :

CHECKED BY :

SURVEY BY :

FILE NO.:

DRAWN BY :

DATE :

**DIRECTORATE  
INFRASTRUCTURE & PLANNING**

**ROAD NAME KERB DETAILS**

SCALE: AS SHOWN

DRAWING NUMBER: R/14







## 7. DUCTING

### 7.1 GENERAL

Engineering drawings for proposed roadways shall make provision for ducting requirements for the various services providers in order to prevent roadways from being dug up in future for the laying of cables etc.

At design stage the service providers shall be contacted and their needs for ducting for future cables or other services shall be obtained from them in writing.

### 7.2 RELEVANT CODES OF PRACTICE, POLICY AND GUIDELINES

- SABS 1200

### 7.3 DESIGN CRITERIA

Duct to extend beyond kerb line (minimum distance)	1.0m
Depth below finished road surface (low voltage cables)	750mm
Depth below finished road surface (high voltage cables)	900mm
Minimum trench width	600mm
Minimum side clearance (between trench wall and duct)	200mm
Minimum horizontal clearance between adjacent ducts	150mm
Minimum vertical clearance between ducts	100mm

- Draw wires (2.5mmØ galvanised) to be installed in all ducting, with a 2m free length at each end.
- Duct ends shall be sealed at end with uPVC end caps.
- Ducting for Traffic Signals shall be provided with Cable Inspection Chamber at duct ends as per detailed drawing.

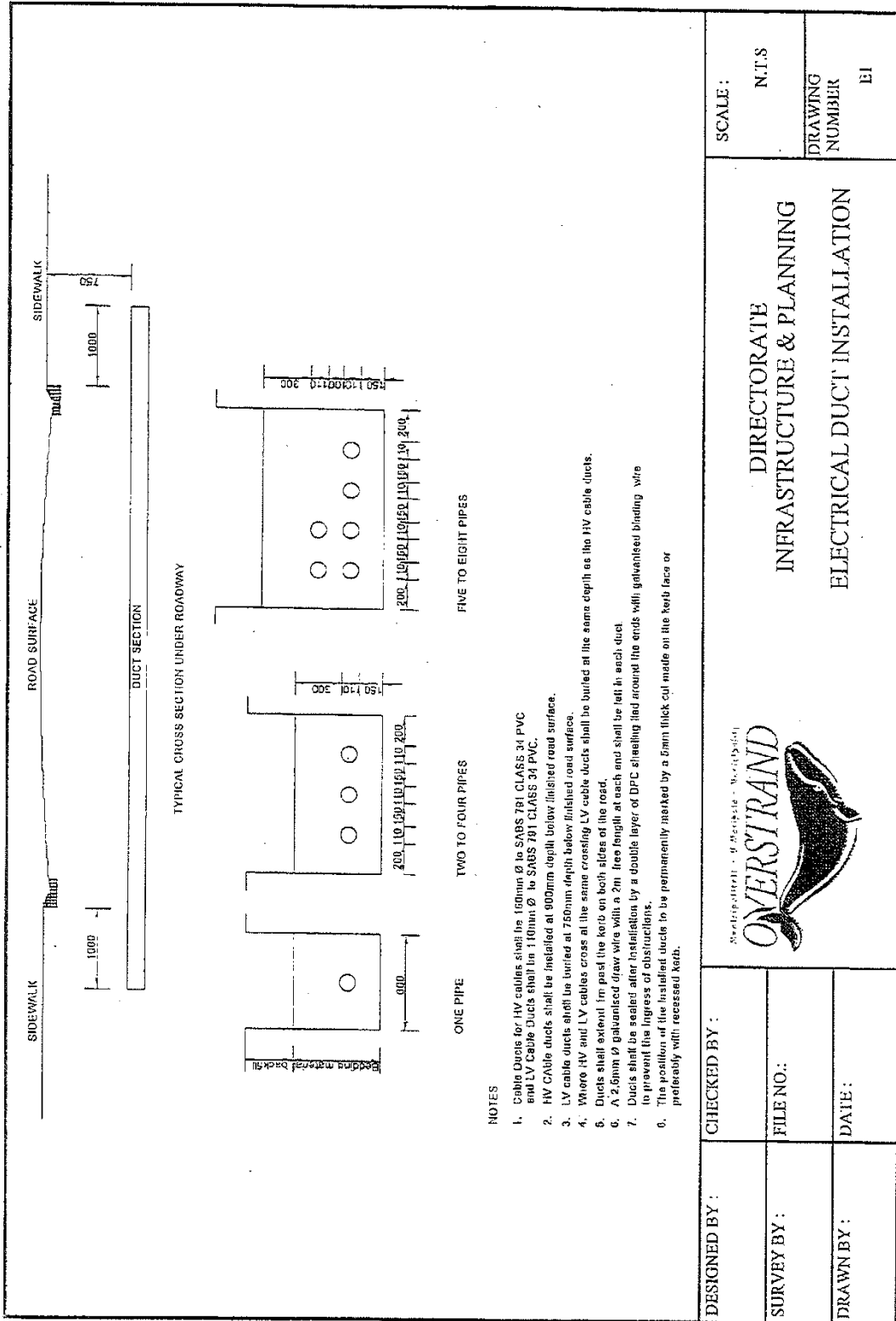
## 7.4 DUCTING PIPE MATERIALS

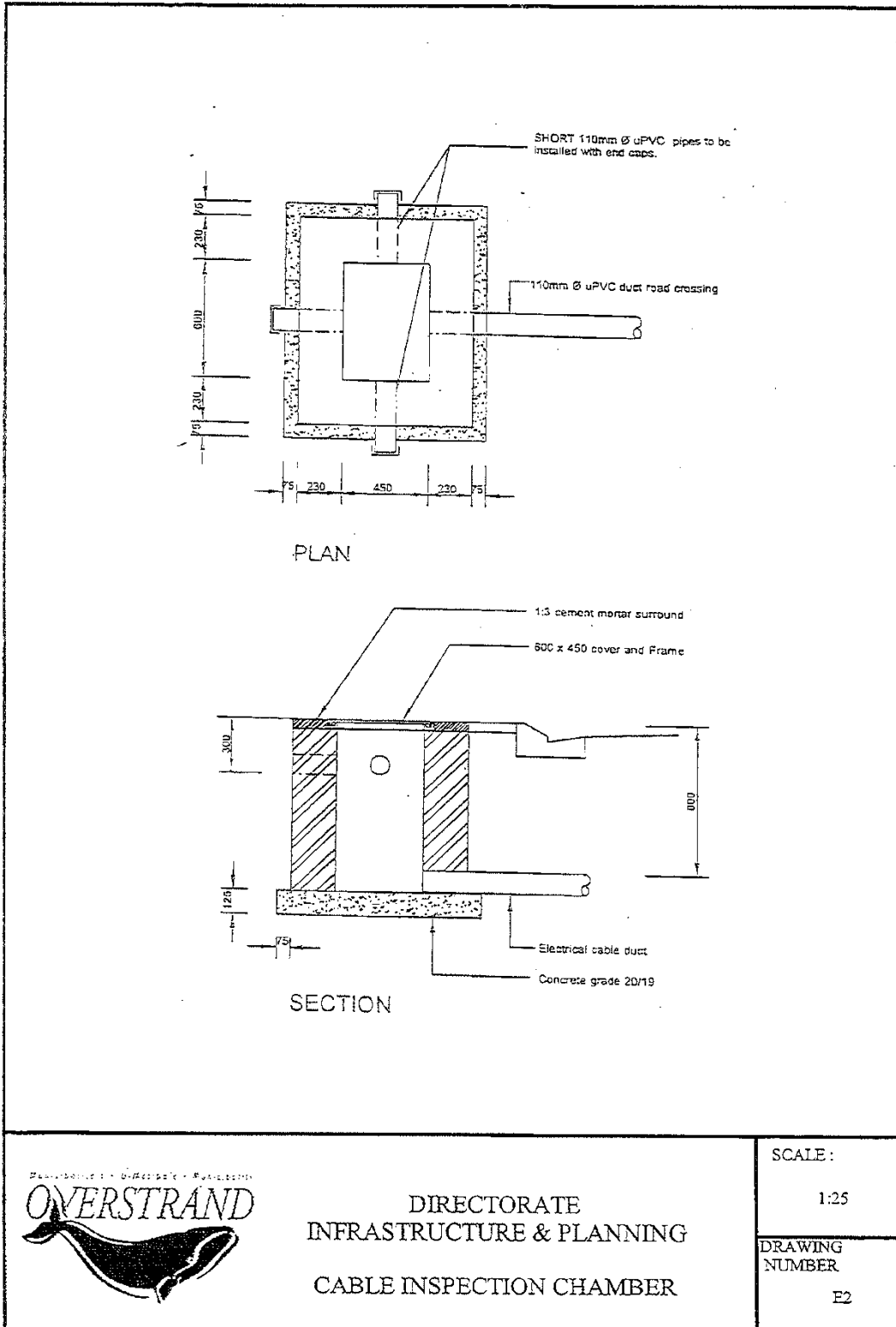
Service Provider	Pipe Diameter (mm Ø)	Specifications
Telkom	110	HDPE Class 16, type 5, complying to SABS 533 using compression fittings and joints.
Electrical: Low Voltage	110	uPVC Class 34 heavy duty complying to SABS 791 using spigot and socket rubber ring joints.
Electrical: High Voltage	160	uPVC Class 34 heavy duty complying to SABS 791 using spigot and socket rubber ring joints.
Traffic Signals	110	uPVC Class 34 heavy duty complying to SABS 791 using spigot and socket rubber ring joints.
Irrigation (parks)	110	uPVC Class 34 heavy duty complying to SABS 791 using spigot and socket rubber ring joints.

## 7.5 DUCTING MARKING DETAILS

The position of duct crossings shall be clearly marked on kerb lines, directly above the crossing point with the kerb line. The letter markings shall be cut into the kerb face with an angle grinder. The lettering shall be 5mm thick by 75mm high and recesses shall be painted with enamel paint. The markings and color shall be as specified below:

Service Provider	Letter Marking	Paint Colour
Telkom	T	Green
Electrical	E	Red
Traffic Signals	R	Blue
Irrigation (parks)	P	Black





DIRECTORATE  
INFRASTRUCTURE & PLANNING  
CABLE INSPECTION CHAMBER

SCALE :

1:25

DRAWING  
NUMBER

E2

<b>20. DECLARATION BY TENDERER</b>
------------------------------------

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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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