



KWAZULU-NATAL PROVINCIAL SHARED SERVICE CENTRE PRIVATE BAG X 9132, PIETERMARITZBURG, 3200
270 Jabu Ndlovu Street, PIETERMARITZBURG, 3201 Tel: (033) 264 9500

ENQUIRIES: Ms. L. Mazeka / Mr N. Ngcobo

BID NO: SS-KZN 5/2/1 (6960) 3L

The Managing Director

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

Dear Sir / Madam

INVITATION TO SUBMIT QUOTATION FROM SERVICE PROVIDERS TO DO A SURVEY AND PRODUCE AN APPROVED SUBDIVISION DIAGRAM OF ±90.79 HA OVER THE REMAINDER OF PORTION 1 OF THE FARM LABUSCHAGNE'S KRAAL NO.905 REGISTRATION DIVISION GS IN EXTENT OF 703.4299 HECTARES IN TOTAL FOR LABOUR TENANTS: SITUATED IN THE OKHAHLAMBA LOCAL MUNICIPALITY, WITHIN UTHUKELA DISTRICT MUNICIPALITY IN KWAZULU NATAL PROVINCE

1. Bid No.: **SS-KZN 5/2/1 (6960) 3L**
2. Closing Date: **04 July 2024** at 11h00 Telkom time. bids submitted after this date and time will not be accepted. Please note that vat vendors must include VAT at 15%.
3. The conditions contained in Supply Chain Management (General Conditions and Procedures) and the attached SBD 1, Pricing schedule, SBD 4, SBD 6.1, terms of reference / specifications, entity forms as well as any other conditions accompanying this request are applicable. Documents are to be completed, signed and witnessed (this is of utmost importance) and submitted with your proposal. Proof of delegation of authority to sign the Bid documents must be included in your proposal.
4. If you are a shareholder or joint venture, it is essential that you indicate your percentage commission or profit before tax in order that the reasonableness of your bid price may be gauged. This information will be treated as strictly confidential. It is of utmost importance that the bidder should attach to the proposal, certified copies of shareholders certificates and identity documents.
5. **(Include the relevant Central Supplier Database summary report and the Tax compliance status pin or (valid tax clearance certificate)**
6. Please contact **Ms N. Kubheka on 033 355 2911** for any technical queries related to the project.
7. All the documents accompanying this bid invitation must please be completed in detail where applicable and returned with your bid. Quotations can also be emailed to **LindelwaMa@dalrrd.gov.za**. The use of correction fluid on the bid document is prohibited.
8. The appointed service provider will be required to sign a contract at the KwaZulu-Natal Provincial Shared Service Centre at 270 Jabu Ndlovu Street, Pietermaritzburg before the commencement of the project. Provision must be made for this compulsory meeting.
9. Please ensure that your bid reaches this office before closing time.
10. When submitting your bid the following information must appear on the sealed envelope:
Name and address of the bidder
Bid number
Closing date
11. All bids/quotations are to be numbered and initialled and sent for the attention of the Procurement Section and placed in the bid box on the first floor at 270 Jabu Ndlovu (Loop) Street, Pietermaritzburg **OR if posted, place the aforementioned envelope in a covering envelope addressed as follows:**
Bids, Department of Agriculture, Land Reform and Rural Development, Private Bag X9132, Pietermaritzburg, 3200
12. The Department of Agriculture, Land Reform and Rural Development is not bound to accept the lowest or any quotation and reserves the right to accept any quotation or part thereof.

Kind regards


DIRECTOR: FINANCE AND SUPPLY CHAIN MANAGEMENT, PSSC KZN

FOR DIRECTOR - GENERAL: DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

DATE: 27/06/2024

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)					
BID NUMBER:	SS-KZN 5/2/1(6960) 3L	CLOSING DATE:	04 July 2024	CLOSING TIME:	11:00 Telkom time
DESCRIPTION	INVITATION TO SUBMIT QUOTATION FROM SERVICE PROVIDERS TO DO A SURVEY AND PRODUCE AN APPROVED SUBDIVISION DIAGRAM OF ±90.79 HA OVER THE REMAINDER OF PORTION 1 OF THE FARM LABUSCHAGNE'S KRAAL NO.905 REGISTRATION DIVISION GS IN EXTENT OF 703.4299 HECTARES IN TOTAL FOR LABOUR TENANTS: SITUATED IN THE OKHAHLAMBA LOCAL MUNICIPALITY, WITHIN UTHUKELA DISTRICT MUNICIPALITY IN KWAZULU NATAL PROVINCE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms L. Mazeka		CONTACT PERSON	Ms Nomcebo Khubeka	
TELEPHONE NUMBER	033 264 9593		TELEPHONE NUMBER	033 355 2911	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	LindelwaMa@dalrrd.gov.za		E-MAIL ADDRESS	Nomcebo.Kubeka@dalrrd.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.:
CLOSING TIME 11:00	CLOSING DATE.....

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	.....	R.....	.....
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	.....	R.....	..... days
	.....	R.....	..... days
	.....	R.....	..... days
	.....	R.....	..... days
5.1	Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.		
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY AMOUNT
	.....	.....	..... R.....
	.....	.....	..... R.....
	.....	.....	..... R.....
	.....	.....	..... R.....
		TOTAL: R.....	

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

Name of Bidder:

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid
.....

7. Estimated man-days for completion of project
.....

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

Name: Mr Nhlanhla Ngcobo
Email: Nhlanhla.Ngcobo@dalrrd.gov.za
Tel: 033 264 9500

Tel:

Or for technical information –

Name: Ms Nomcebo Kubheka
Email: Nomcebo.Kubheka@dalrrd.gov.za
Tel : 033 355 2911

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, _____ the _____ undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

² 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.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

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

PRICE QUOTATION PROCESS (UP TO R 1 MILLION)

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

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

1. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of tender invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and
- (f) **“Historically Disadvantaged individuals”** means a person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalisation -
- Before 27 April 1994; or
 - On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.

2. GENERAL CONDITIONS

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

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

2.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

2.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

2.6 Tenderers that fail to claim points for specific goals or that fail to fully complete the table in paragraph 2.12 below, will not be awarded points for specific goals.

2.7 Tenderers that make a calculation error when claiming points as per the table in paragraph 2.12 below, will not be awarded points for specific goals. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12 below.

2.8 Tenderers that fail to submit the correct SBD 6.1 form as issued by the Department of Agriculture, Land Reform and Rural Development, will not be awarded points for specific goals.

2.9 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2.10 Tenderers who wish to claim points in terms of the table in paragraph 2.12 below need to provide proof for each point claimed as guided below:

2.10.1 Historically Disadvantaged individuals (HDI):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.2 Who is female:

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.3 Who has a disability:

- **Attach a certified copy or original doctor's letter confirming the disability.**

2.10.4 Who is youth (a person that is not older than 35 years on the closing date of a bid):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.11 The Department will use the Central Supplier Database and documents submitted by the tenderer to verify the points claimed for specific goals.

2.12 **Specific goals for the tender and points claimed are indicated per the table below.**

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. HDI	10		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	3		

The number of points claimed for specific goals, are calculated as follow:

- (I) A maximum of 10 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:
 - **Percentage ownership equity** x 10 ÷ 100 = number of points claimed.
- (II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:
 - **Percentage ownership equity** x 5 ÷ 100 = number of points claimed.
- (III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:
 - **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.
- (IV) A maximum of 3 points may be allocated to tenderers who are youth, on the following basis:
 - **Percentage ownership equity** x 3 ÷ 100 = number of points claimed.

2.13 It is important to note that failure by a tenderer to complete the table in paragraph 2.12 in full, will result in points for specific goals not to be allocated.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in the table in paragraph 2.12 above as may be supported by proof/documentation stated in the conditions of this tender.

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

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

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

4.3. A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.

4.4. A tenderer will not be awarded points for HDI if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for the same number or more points for equity ownership.

4.5. A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership.

5. SUB-CONTRACTING

5.1 Will any portion of the contract be sub-contracted?
(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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5.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted:%
- ii) The name of the sub-contractor:
- iii) Points claimed for HDI by the sub-contractor:

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1. Name of company/firm:

6.2. Company registration number:

6.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;

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

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	..... .....



Chief Directorate: SURVEYOR-GENERAL: KWAZULU- NATAL

P. O. Box 396, PIETERMARITZBURG, 3200 - 300 Pietermaritz Street, PIETERMARITZBURG, 3201

Tel (033) 3552900 Fax (033) 3947610 e-mail: sgkzn@dalrrd.gov.za

The Director: Finance and Supply Chain Management – KZN

Department of Rural Development and Land Reform

270 Jabu Ndlovu Street

PIETERMARITZBURG

3201

Date: 22nd May 2024

Attention: Ms. N Maqula

**STATE SURVEY No. 2406 - TERMS OF REFERENCE
SURVEY FOR SUBDIVISION OF**

The Remainder of Portion 1 of the farm Labuschagne's Kraal No.905-GS situated in the Okhahlamba Local Municipality within the Uthukela District Municipality in the province of KwaZulu-Natal.

(Departmental Reference: 19/2/1-9/4/A/8)

1. An inter-departmental request, for the drafting of the Terms of Reference for the appointment of a Professional Land Surveyor to attend to the survey for the above-mentioned subdivision, has been received.
2. This office has prepared the necessary terms of reference and relevant annexures thereto. This is contained in the PDF file "SS 2406".
3. Kindly invite bids from service providers. **Please note that the Service Provider must be registered with the South African Geomatics Council as a Geomatics Professional Land Surveyor (GPrLS).**
4. A complete copy of the terms of reference as enclosed under file "SS 2406" is to be sent to each of the service providers invited.
5. Invitations distributed by fax/ email should be returned at least six (6) days later. Invitations that are posted should be given an additional six (6) days.
6. Once bids have been received, this office may assist you, if required, in the assessment thereof before you appoint the successful service provider.

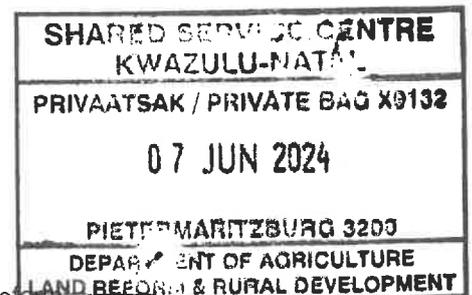
Regards,

Nomcebo Kubheka

For: SURVEYOR-GENERAL: KZN

Tel: (033)355 2911 - email: Nomcebo.Kubheka@dalrrd.gov.za

CC: Mr. G. Shabane – The Project Manager Technical
Department of Rural Development and Land Reform
188 Hoosen Haffejee Street, Pietermaritzburg, 3201



Encl.: Terms of Reference together with annexures.



Chief Directorate: SURVEYOR-GENERAL: KWAZULU- NATAL

P. O. Box 396, PIETERMARITZBURG, 3200 - 300 Pietermaritz Street, PIETERMARITZBURG, 3201

Tel (033) 3552900 Fax (033) 3947610 e-mail: sgkzn@dalrrd.gov.za

STATE SURVEY No. 2406 - TERMS OF REFERENCE

SURVEY FOR SUBDIVISION OF:

**THE REMAINDER OF PORTION 1 OF THE FARM LABUSCHAGNE'S KRAAL NO. 905
REGISTRATION DIVISION GS WITH A TOTAL EXTENT OF 703.4299 HECTARES.**

**Situated in Okhahlamba Local Municipality within Uthukela District Municipality in the
province of KwaZulu-Natal.**

(Departmental Reference: 19/2/1-9/4/A/8)

1. BACKGROUND

Five families who have been residing at the remainder of portion 1 of the farm Labuschagne's Kraal No.905 lodged a Labour Tenants claim where an agreement was reached that they will be allocated (+/-)90.79 hectares of the afore-mentioned property.

The purpose of this is to ensure security of tenure to the five families as they have been residing on the farm without title deeds. The Regional Land Claims Commission (RLCC) has confirmed that currently there are no records of restitution claim lodged against the property.

The farm can be accessed through the R600 route from Ladysmith to Winterton.

2. OBJECTIVE

To subdivide the remainder of portion 1 of the farm Labuschagne's Kraal No.905-GS where the new portion should be approximately (+/-)90.79 hectares. Portion 16 (of 1) of the farm Labuschagnes Kraal No. 905-GS has been reserved at the Surveyor General's office.

3. LEGISLATION INVOLVED

Act 70 of 1970

- This subdivision is exempt from the provisions of the Subdivision of Agricultural Land Act 70 of 1970 since it aims to fulfill a labour tenants claim in terms of the Labour Tenants Act, Act No. 3 of 1996. Please add "Act 70 of 1970, Section 2(a)(i)" to your diagram below the SG approval block as per paragraph 13.

Act 16 of 2013

- You are required to obtain consent in terms of the Spatial Planning and Land Use Management Act 16 of 2013 (SPLUMA) and the relevant Municipal By-Laws as published in terms of SPLUMA.

Act 4 of 2001

- You are required to obtain consent in terms of the KwaZulu-Natal Provincial Roads Act 4 of 2001. Please add reference to this Act to your diagram.

Act 3 of 1996

- The acquisition of the land is in terms of the Labour Tenants Act (Act No. 3 of 1996). Reference to be added on your diagram.

4. SCOPE OF WORK

- (a) In close consultation and by prior arrangement and agreement with the below mentioned representatives, the appointed land surveyor will survey the above-mentioned land portion in accordance with the provisions of the Land Survey Act No. 8 of 1997 and the Regulations promulgated thereunder. The diagrams for the proposed portions are to be prepared and submitted to the Surveyor-General for approval.

The proposed subdivision is roughly shown on the attached sketch plan as annexure B. The quoted area for the subdivision is approximate and subject to final survey.

- (b) The land surveyor will point out the final beacons of the subdivision to the below mentioned representatives and submit beacon certificates, signed by such representatives, together with the survey records submitted to the Surveyor-General's office.
- (c) In the event of the land surveyor noting any serious anomaly or being in a position to make suggestions concerning the simplification on any of the procedures, he/she must communicate with the surveyor-General's office (Ms Nomcebo Kubheka) for further instructions.
- (d) The appointed land surveyor is advised to confirm the width and position of the right of way servitude with Mr. GS Shabane mentioned below.

5. DELIVERABLES

- (a) Certified copies of the subdivision diagram, approved by the Surveyor-General, for registration purposes.
- (b) Beacon certificates signed by the relevant officials/representatives as listed below.

6. TIME PLAN

- (a) You are required to report on progress relating to the relevant consent applications, within 4 weeks of date of confirmation of appointment. Further progress reports will be required every 8 weeks thereafter
- (b) In the event of a query or rejection by the Surveyor General the documents are to be re-lodged with the Surveyor General within a period of 2 weeks of such query or rejection.
- (c) This office will expedite the examination of these records. To assist with identification please add 'STATE SURVEY 2406' clearly on your SG submission envelope.
- (d) The deliverables referred to in 5 above are to be forwarded, as soon as they are available, to the DALR&RD for the attention of Mr. GS Shabane (see 9 below for details).

7. SUBMISSION OF ACCOUNT

The relevant account, which must be in accordance with the accepted tender should be sent together with the deliverables mentioned in 5 above to the DALR&RD, Pietermaritzburg District Office for attention Mr. GS Shabane (033 355 4409 / 079 883 0862).

8. ANNEXURES

The under-mentioned annexures are provided:

- (a) Annexure A – Locality Map
- (b) Annexure B – Proposed Subdivision

The appointed land surveyor will be responsible for obtaining the necessary survey data from the Surveyor-General's office.

9. REPRESENTATIVES

DALR&LR: Mr. GS Shabane
Tel. 033 355 4409
Cell 079 883 0862
Fax 0863501612
188 Hoosen Haffajee Street
Pietermaritzburg, 3200
Email: gcinokwakhe.shabane@drdlr.gov.za

LANDOWNERS: Contact via Mr. GS Shabane

BENEFICIARIES: Contact via Mr. GS Shabane

10. CONTACT PERSONS

Technical and survey related matters: Surveyor-General's Office:

Ms. Nomcebo Kubheka
Tel. 033 355 2911
Email: Nomcebo.Kubheka@dalrrd.gov.za

Tender matters: DALR&LR – Shared Service Centre:

Ms. N Magula
Tel. 033 264 9534
Fax 033 342 3904
Email: nomapha.maqula@dalrrd.gov.za

11. ACCEPTANCE OF BIDS

The DALR&RD reserves the right not to accept the lowest or any bid submitted. It should be noted that the lowest price is not the only criterion for the acceptance of bids. The following criteria will also be used in the consideration of your bid. Please note that a TOTAL of more than 50 % (out of a possible 250 points) is the minimum requirement.

Years of experience as a Professional Land Surveyor (100 POINTS):

YEARS	SCORE	WEIGHT	TOTAL
1 - 3	2	20	40
3 - 5	3	20	60
5 - 7	4	20	80
7 OR MORE	5	20	100

Previous experience and completion of similar projects (100 POINTS):

No. of PROJECTS	SCORE	Weight	TOTAL
2	1	20	20
3	2	20	40
4	3	20	60
5	4	20	80
More than 5	5	20	100

Proximity to area of survey (50 POINTS):

Distance from site	SCORE	Weight	TOTAL
300 km	1	10	10
250 km	2	10	20
200 km	3	10	30
150 km	4	10	40
100 km and less	5	10	50

12. VALUED ADDED TAX (VAT) AND SURVEYOR GENERAL'S FEES

- (a) The ruling VAT rate is applicable to registered vendors.
- (b) No SG examination fees are payable. However, if the records are returned by the Surveyor-General then the laid down administration fees will be payable by the Land Surveyor upon re-submission.

13. REFERENCE NUMBERS

Please quote "STATE SURVEY No. 2406" in all future correspondence and communications with the Surveyor-General's Office.

On the subdivision diagram the following legislative references are to be added below the SG approval block;

Act 70 of 1970 Exempted ito Section 2(a)(i)
Act 16 of 2013 (By-Laws) Ref:
Act 4 of 2001 Ref:
Act 3 of 1996 Section 40
STATE SURVEY No. 2406

Regards,



Nomcebo Kubheka

For: SURVEYOR-GENERAL (KZN)

Tel: (033)355 2905- email: Nomcebo.Kubheka@dalrrd.gov.za

TAG A: SETTLEMENT AGREEMENT



SETTLEMENT AGREEMENT

1. PARTIES

The parties to this agreement are as follows:

1.1 Spioenkop Lodge (Pty) Ltd

Registration Number 1999/000379/07

Herein represented by Raymond Stewart Heron duly authorised thereto

("the Landowner")

1.2 The occupiers residing in the homestead of Jotham Khumalo herein represented by Jotham Khumalo. The authority of the signatory to represent each and every occupier (including minor children) is attached hereto marked "A". A list of all occupiers of the said homestead (indicating the age and identity number of each) is attached hereto marked "A1" ("the occupiers of the homestead Jotham Khumalo").

1.3 The occupiers residing in the homestead of Mbobo Mdakane herein represented by Mbobo Mdakane. The authority of the signatory to represent each and every occupier (including minor children) is attached hereto marked "B". A list of all occupiers of the said homestead (indicating the age and identity number of each) is attached hereto marked "B1" ("the occupiers of the homestead of Mbobo Mdakane").

1.4 The occupiers residing in the homestead of Joseph Zondo herein represented by Saulius Khumalo. The authority of the signatory to represent each and every occupier (including minor children) is attached hereto marked "C". A list of all occupiers of the said homestead (indicating the age and identity number of each) is attached hereto marked "C1" ("the occupiers of the homestead of Joseph Zondo").

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- 1.5 The occupiers residing in the homestead of Jandu Mavundla herein represented by Kumbulani Mavundla. The authority of the signatory to represent each and every occupier (including minor children) is attached hereto marked "D". A list of all occupiers of the said homestead (indicating the age and identity number of each) is attached hereto marked "D1" ("the occupiers of the homestead of Jandu Mavundla").
- 1.6 The occupiers residing in the homestead of Hlengiwe Makhathini herein represented by Hlengiwe Makhathini. The authority of the signatory to represent each and every occupier (including minor children) is attached hereto marked "E". A list of all occupiers of the said homestead (indicating the age and identity number of each) is attached hereto marked "E1" ("the occupiers of the homestead Hlengiwe Makhathini").

2. PREAMBLE

- 2.1 Jotham Khumalo, Mbobo Mdakane, Joseph Zondo, Jandu Mavundla and Hlengiwe Makhathini claim to be labour tenants as defined in the Land Reform (Labour Tenants) Act 3 of 1996 and to have lodged claims in terms of section 16 of the Labour tenants Act *inter alia* for an award of land or a right in land;
- 2.2 The Landowner is the registered owner of the Remainder of Portion 1 of the farm Labuschagne's Kraal No 905, Registration Division GS, Province of KwaZulu Natal, in extent 703.4299 hectares ("Labuschagne's Kraal");
- 2.3 Jotham Khumalo, Mbobo Mdakane, Joseph Zondo, Jandu Mavundla and Hlengiwe Makhathini ("the Occupiers") reside on Labuschagne's Kraal alternatively have the right to reside thereon;
- 2.4 The Landowner concedes for purposes of this settlement agreement only that the Occupiers are labour tenants and/or associates of labour tenants as defined in the Land reform (Labour Tenants) Act 3 of 1996;

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- 2.5 Pursuant to the abovementioned concession the Parties record that the Occupiers are entitled to financial assistance from the State to acquire a portion of land and develop such land on Labuschagne's Kraal;
- 2.6 The Occupiers on the one hand and the Landowner on the other hand have agreed on the process by which the acquisition of land by the Occupiers will be effected and perfected and have included the Department for Rural Development and Land Reform (the Department) in the negotiations in respect of such process and in the conclusion of this agreement.

3. AGREEMENT

- 3.1 In full and final satisfaction of all and any rights that the Occupiers may have in terms of the Extension of Security of Tenure Act 62 of 1997, Land Reform (Labour Tenants) Act 3 of 1996 and/or any legislation that may apply to the Occupiers, the Landowner agrees to sell a portion of Labuschagne's Kraal, the approximate area of which falls within the coloured area indicated by the letters A, B, C, D, E, F, G, H, I, J, K, L and A together with the co-ordinates thereto on the aerial photograph annexed to this agreement as annexure "F" to the Occupiers. The said portion indicated on annexure "F" is hereinafter referred to as "the Occupiers' portion" and is awarded to the Occupiers in undivided shares.
- 3.2 The Occupiers accept the Occupiers' portion in full and final settlement of their claim as labour tenants to Labuschagne's Kraal.
- 3.3 The Occupiers hereby specifically and irrevocably waive any right that they may have had to an award of land in respect of Labuschagne's Kraal, with the exception of their right to the Occupiers' portion. The said waiver shall be effective upon signature of this agreement by the Director General for the Department.

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- 3.4 This agreement needs to be ratified by the Director General of the Department. All the parties undertake to do all that is necessary to ensure that this process occurs within a period of three months from the date of final signature of this agreement ("the date of signature"). It is recorded that to the extent that certain parts of this agreement require certification in terms of section 18(5) of the LTA, the Director General further by his signature to this agreement certifies such terms of this agreement that require certification.
- 3.5 Within three months of ratification of this agreement by the Director General the Director General shall instruct the Surveyor General to compile a sub-divisional diagram of the Occupiers' portion for purposes of the sub-division of the land and to cause such sub-divisional diagram to be lodged with the Surveyor General.
- 3.6 Within three months of ratification of this agreement by the Department the Department shall obtain a valuation report relating to the Occupiers' portion in terms of Section 12(1)(a) of the Property Valuations Act No 17 of 2014 (the "PVA").
- 3.7 In terms of the provisions of Regulation 8 of the PVA Regulations published in the Government Gazette No 42064 under Notice R1321 dated 30 November 2018 and within two weeks of obtaining the aforesaid valuation report the Director General shall submit an offer to the Landowner to acquire the Occupiers' portion. The said Landowner and the Department shall thereupon reach agreement on the purchase price of the Occupiers' portion acceptable to the Landowner within one month of the submission of such offer.
- 3.8 If the Parties are unable to agree on the purchase price of the Occupiers' portion the Land Claims Court, in terms of Section 23(3) of the LTA, may determine the just and equitable compensation which the Landowner is entitled to.
- 3.9 The Director General shall take the necessary steps to establish a communal property association in terms of the Communal Property Association Act No 28 of 1996 to take transfer of the Occupiers' portion and regulate the use of the Occupiers' portion by the Occupiers and their families if the Director General

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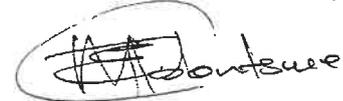
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deems this necessary and will do so timeously in order to give effect to the provisions of this agreement.

3.10 The Director General shall submit to the Minister the Occupiers' application for subsidies and obtain an approval within 60 days of the Parties having reached an agreement on the purchase price alternatively it having been fixed by the Land Claims Court.

3.11 The Director General shall pay the agreed purchase price from any subsidies that the Occupiers and their families are entitled to in terms of the LTA or any other applicable legislation and shall provide security for the payment of the said purchase price to the appointed conveyancer within six months of the Landowner and the Director General having reached agreement on the purchase price of the Occupiers' portion or it having been fixed. The said conveyancer shall pay the purchase price to the Landowner within 5 days of registration of transfer of the Occupiers' portion to the Occupiers or their nominee, which transfer shall take place as soon as possible after the provision of security for payment of the purchase price.

3.12 In addition the Director General shall take all such steps as may be necessary to assist the Occupiers and to ensure that they obtain transfer of the Occupiers' portion and the Director General shall *inter alia* be responsible for the costs of subdivision of the Occupiers' portion and all other costs ancillary to the transfer of the Occupiers' portion and the conveyancer's charges in respect thereof. The Director General shall perform timeously to enable registration of transfer to take place as soon as possible in accordance with the terms of this agreement.

3.13 The conveyancing necessary for the transfer of and registration of the Occupiers' portion shall be done by the conveyancers appointed by the Director General. In the event of the Landowner electing to instruct its own conveyancers to attend to the transfer of and registration of the Occupiers' portion, the conveyancer's charges shall be paid by the Landowner.

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3.14 The CPA that will be created and the Occupiers will ensure that the Occupiers' portion is utilized strictly and properly in accordance with accepted farming practices including the prevention of over-grazing and utilizing the land only for such stock that constitutes an acceptable carrying capacity for the land.

3.15 In view thereof that the Occupiers intend to farm with goats the Director General undertakes to pay the purchase price of fencing material and cost of labour necessary to erect a bonnox or similar goat proof fence on the boundary of the Occupier's portion. The said fence shall be erected within 90 days of registration of transfer.

3.16 The Parties record that the Occupiers are already in occupation of portion of the Occupiers' portion and that the risk and benefit in and to the said portion shall pass to them on registration of transfer. Occupation, risk and benefit of the remainder of the Occupiers' portion is only possible and shall pass to the Occupiers on completion of the erection of the fence referred to above.

3.17 The Department shall provide a borehole for the Occupiers on the settlement land by no later than registration of transfer.

3.18 Any party may at any time apply to court to make this agreement or any of the terms hereof an order of court.

3.19 If the Director General and/or the Department fails to expeditiously attend to any of its obligations any of the parties may ask for the appropriate relief from the Land Claims Court or other court of competent jurisdiction.

3.20 This agreement constitutes the entire agreement between the parties in regard to the matters dealt with herein and no representations, terms, conditions, warranties and material evidence, expressed or implied, not contained herein, shall be binding on the parties. Any changes or alterations made must be reduced to writing and signed by all parties in order for such changes or alterations to have any legal status and be incorporated into this agreement.

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Handwritten initials: *RP*, *SB*

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3.21 The Occupiers acknowledge that the abovementioned terms of this agreement has been explained to them and their family in a language that they understand and that they fully understand and accept the said terms.

3.22 This agreement is concluded between the Landowner and the Occupiers as a group and to that extent this agreement constitutes a single and indivisible agreement. The Landowner shall nevertheless be entitled to enforce any of its rights in terms of this agreement against any individual Occupier without affecting its rights *vis-a-vis* any other Occupier.

DATED AT Spienkop

ON THIS 26th DAY OF November 2020.

Jotham Khumalo

JOTHAM KHUMALO

Zakhele MDAKANE

MBOBO MDAKANE

Sawulina Khumalo

JOSEPH ZONDO

K. Mavundla

JANDU MAVUNDLA

Hengiwe Makhathini

HLENGIWE HAPPINESS MAKHATHINI

As Witness:





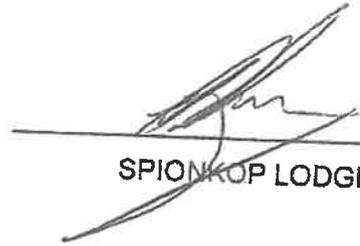
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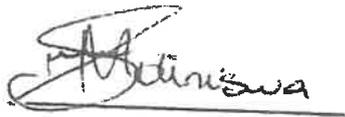


DATED AT Spioen Kop

ON THIS 26 DAY OF November 2020.

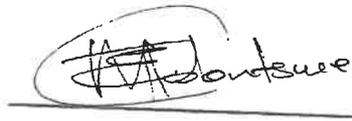

SPIONKOP LODGE (PTY) LTD

As witness:



DATED AT Pretoria

ON THIS 29 DAY OF November 2020.



FOR AND ON BEHALF OF DEPARTMENT

Signed by T Mdontswa
Chief Director: Labour Tenants

As witness:

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Makhatini

MS

AMZ

S B K.M.

JK

ANNEXURE A

AUTHORITY TO REPRESENT

We, the undersigned, hereby confirm that the terms of the Settlement Agreement to which this resolution is attached has been explained to us.

We confirm that Jotham Khumalo has authority to represent us in the conclusion of the Settlement Agreement and that he has authority to sign the Settlement Agreement and all other documents that are necessary to give effect thereto on our behalf.

RP NS
K.M. SB
M Z JK

ANNEXURE B

AUTHORITY TO REPRESENT

We, the undersigned, hereby confirm that the terms of the Settlement Agreement to which this resolution is attached has been explained to us.

We confirm that Mbobo Mdukane has authority to represent us in the conclusion of the Settlement Agreement and that he has authority to sign the Settlement Agreement and all other documents that are necessary to give effect thereto on our behalf.

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MB

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JKM

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~~MB~~ Mdukane

~~MB~~

JK

ANNEXURE C

AUTHORITY TO REPRESENT

We, the undersigned, hereby confirm that the terms of the Settlement Agreement to which this resolution is attached has been explained to us.

We confirm that Satima Khumalo has authority to represent us in the conclusion of the Settlement Agreement and that he has authority to sign the Settlement Agreement and all other documents that are necessary to give effect thereto on our behalf.

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MB

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ANNEXURE C1

LIST OF OCCUPIERS

The following persons reside in the homestead of JOSEPH ZONDO

Name	Age	Identity Number
Joseph Zondo	52	6812085410083
Thandeka Zondo	28	9211080414083
Nomkhosi Zondo	33	8705090455086
Saulina Khumalo	52	6801040340080

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RP

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JK

AM

K.M.

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ANNEXURE D1

LIST OF OCCUPIERS

The following persons reside in the homestead of JANDU MAVUNDLA

Name	Age	Identity Number
Khumbulani Mavundla	56	6404046779086
Thandeka Mthembu	42	7809030902089
Khethele Mavundla	36	8406020261088
Phakamani Mavundla	32	8808106525081
Thobeka Mavundla	18	0209161435083
Thulile Mavundla	41	8002121256083

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ANNEXURE E

AUTHORITY TO REPRESENT

We, the undersigned, hereby confirm that the terms of the Settlement Agreement to which this resolution is attached has been explained to us.

We confirm that Hengjue Makhatini has authority to represent us in the conclusion of the Settlement Agreement and that he has authority to sign the Settlement Agreement and all other documents that are necessary to give effect thereto on our behalf.

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ANNEXURE E1

LIST OF OCCUPIERS

The following persons reside in the homestead of HLENGIWE MAKHATHINI

Name	Age	Identity Number
Lindeni Makhathini	35	8506170483083
Nonhlamhla Makhathini	22	4806291083088
Nontobeko Makhathini	17	0301051018085
Ayanida Dube	16	0411161180087

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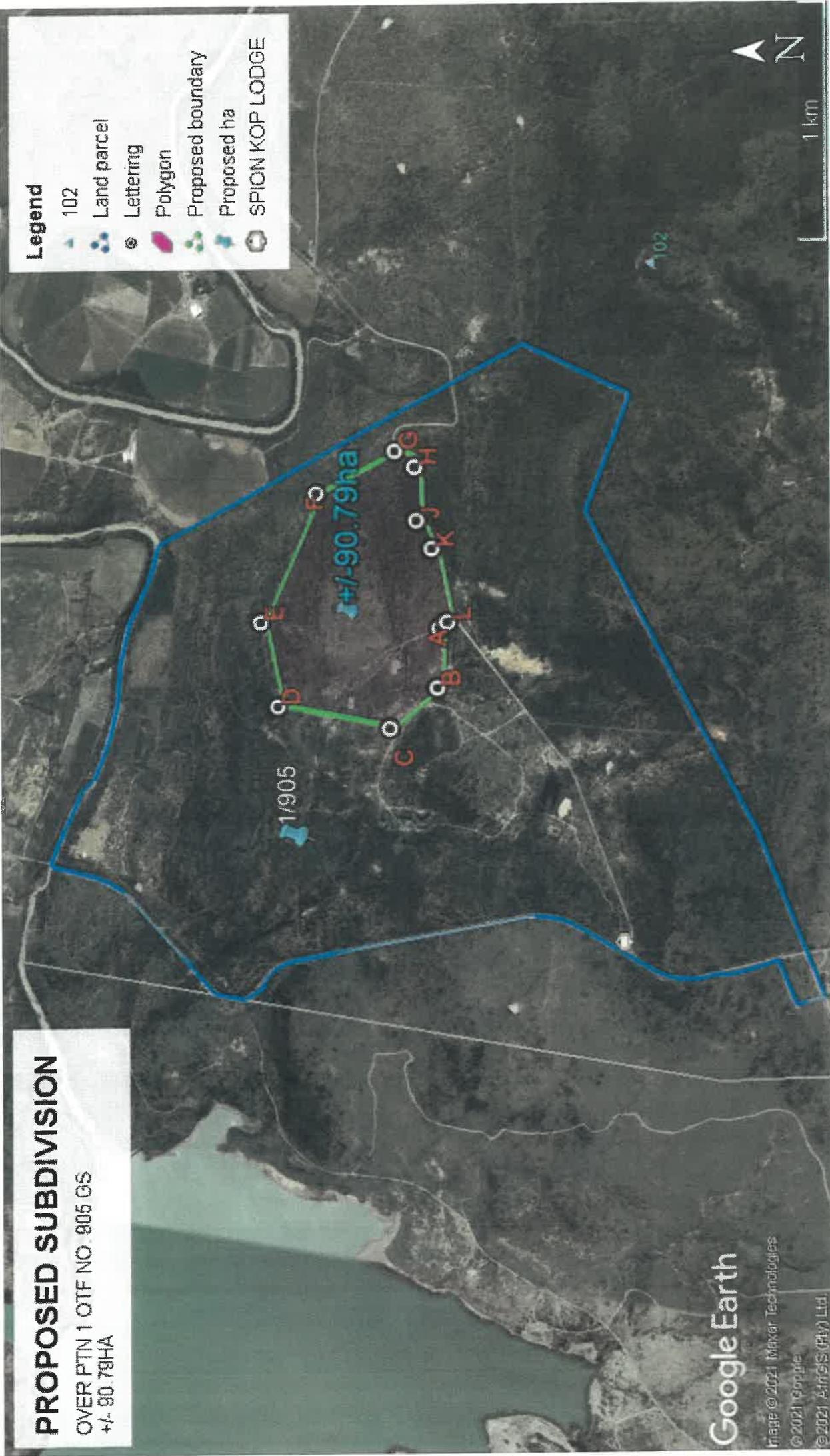
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PROPOSED SUBDIVISION
 OVER PTN 1 OTF NO. 805 GS
 +/- 90.79HA

- Legend**
- 102
 - Land parcel
 - Lettering
 - Polygon
 - Proposed boundary
 - Proposed ha
 - SPION KOP LODGE

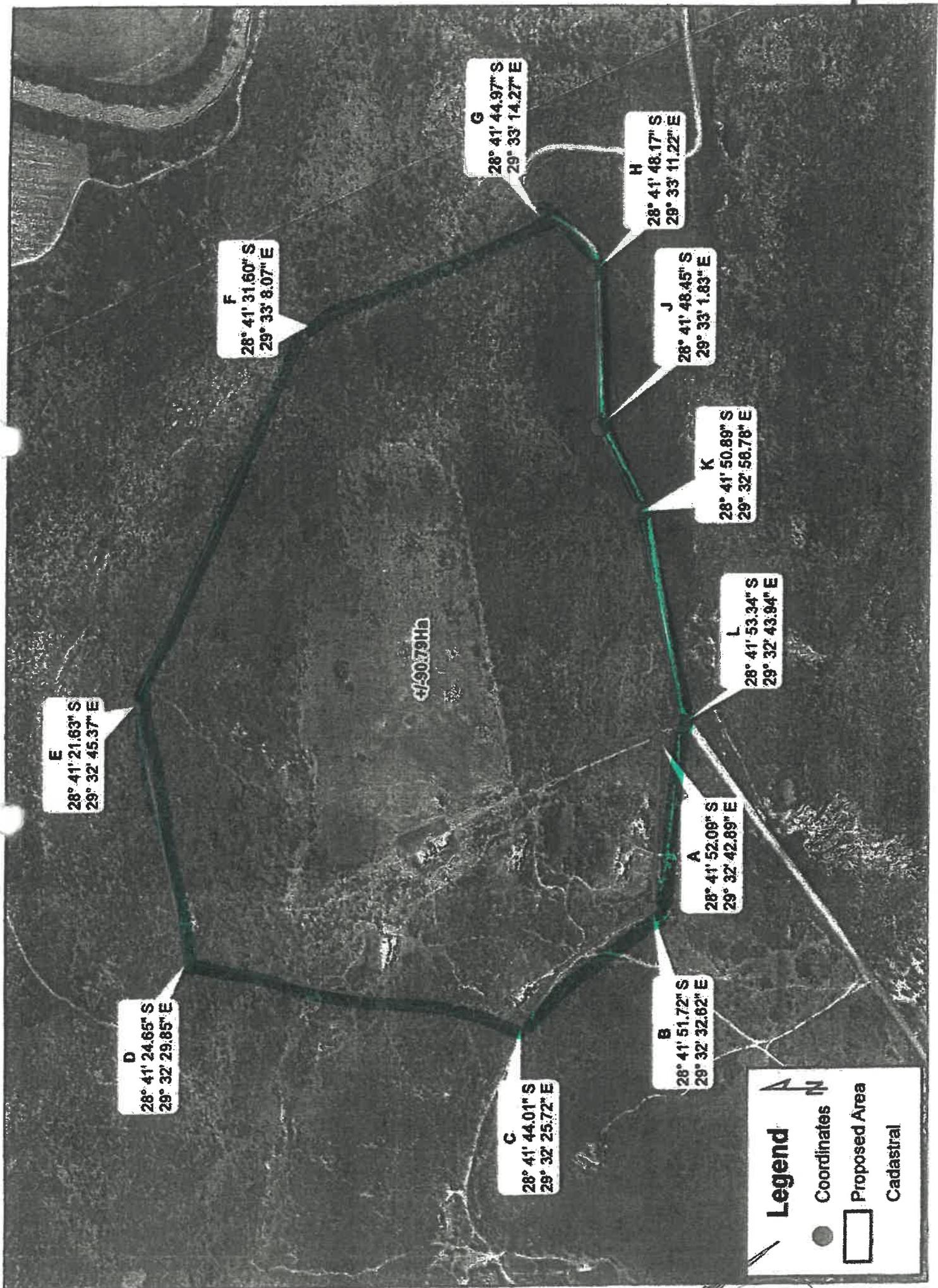


Google Earth

Image © 2021 Maxar Technologies
 © 2021 Google
 © 2021 AIRGIS (Pty) Ltd.

TAG B: THE LOCALITY MAP





Legend

- N
- Coordinates
- Proposed Area
- Cadastral

RD ... IND ... E D ... NM T ...