



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

ENQUIRIES: Ms. S. Dlamini / Ms T Dlungwana

BID NO: SS-KZN 5/2/1 (7003) 3N

The Managing Director

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

Dear Sir / Madam

INVITATION TO QUOTE FOR SERVICE PROVIDERS TO DO SURVEY AND PRODUCE AN APPROVED SG DIAGRAM OF APPROXIMATELY 175 HECTARES OF PORTION 1 OF THE FARM GELUK NO. 158 -HT MEASURING 317. 5893 HECTARES IN THE SITUATED IN EMADLANGENI LOCAL MUNICIPALITY WITHIN AMAJUBA DISTRICT IN THE KWAZULU NATAL PROVINCE

1. Bid No.: **SS-KZN 5/2/1 (7003) 3N**
2. Closing Date: **20 September 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 **Mr Gcinokwakhe Shabane on 033 355 4409** 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 **SilokothoS@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: 13/09/2024

**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.: SS-KZN 5/2/1 (7003) 3N
CLOSING TIME 11h00am Telkom time	CLOSING DATE: 20 September 2024

OFFER TO BE VALID FOR ...30.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
---------	-------------	--

INVITATION TO QUOTE FOR SERVICE PROVIDERS TO DO SURVEY AND PRODUCE AN APPROVED SG DIAGRAM OF APPROXIMATELY 175 HECTARES OF PORTION 1 OF THE FARM GELUK NO. 158 –HT MEASURING 317. 5893 HECTARES IN THE SITUATED IN EMADLANGENI LOCAL MUNICIPALITY WITHIN AMAJUBA DISTRICT IN THE KWAZULU NATAL PROVINCE

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

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.....

Name of Bidder:

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

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: Ms Thokozile Dlungwana
Email: Thokozile.dlungwana@dalrrd.gov.za
Tel: 033 264 9500

Tel:

Or for technical information –

Name: Mr Gcinokwakhe Shabane
Email: Bongani.ngcobo@dalrrd.gov.za
Tel : 033 355 4409



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@drdlr.gov.za

STATE SURVEY No. 2408 - TERMS OF REFERENCE

SURVEY FOR SUBDIVISION OF:

**PORTION 1 OF THE FARM GELUK NO. 158 – HT
Situating in Emadlangeni Local Municipality,
Amajuba District Municipality, Registration Division HT,
Province of KwaZulu-Natal.**

(Departmental Reference: 19/3-9/6/B/28)

1. BACKGROUND

Portion 1 of the Farm Geluk is mainly used for grazing and there is only one family that is residing on the property i.e. the Sibisi Family. In 2015, the family suffered some land rights violations at the hands of the Land Owner. The matter was reported to the Vryheid RSSC and subsequently referred to the Land Claims Court. The matter was settled out of court, see Annexure A for the Settlement Agreement signed in 2022.

2. OBJECTIVE

To subdivide Portion 1 of the Farm Geluk No. 158 - HT to create Portion 8 (of 1) of the Farm Geluk No. 158-HT with an extent of +/- 179 Hectares.

The new portion is to be designated **PORTION 8 (OF 1)** of the Farm Geluk No. 158, Registration Division HT, the designation has been reserved by 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 as this is a State Survey (see Section 2(a)(i)). Please add "Act 70 of 1970 Section 2(a)(i)" to your diagram, below the SG approval block.

Act 3 of 1996

The acquisition of the land is in terms of Section 16 of the Labour Tenants Act No.3 of 1996. Please add the reference to this Act to the diagram.

Act 16 of 2013

The Land Surveyor is 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

The Land Surveyor is required to consult the KZN Department of Transport and ascertain the applicability of Act 4 of 2001.

4. SCOPE OF WORK

- (a) In close consultation and by prior arrangement and agreement with the representatives mentioned below, 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 diagram for the proposed Portion is to be prepared and submitted to the Surveyor General for approval.

The proposed subdivision is **roughly** shown in the attached sketch plan (see Annexure B). The quoted area for the subdivision is approximate and subject to a final survey.

New boundaries that are intended to follow existing fences or features should be beacons and surveyed accordingly.

- (b) The Land Surveyor will point out the final beacons of the subdivisions to the representatives mentioned below 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 of any of the procedures, he/she must communicate with the Surveyor-General's office (Ms. Zandile Mzobe) for further instructions.

5. DELIVERABLES

- (a) Certified copies of the subdivision diagram, approved by the Surveyor-General, for registration purposes.
- (b) A Beacon certificate 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 the 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 2 weeks of such query or rejection.
- (c) This SG office will expedite the examination of these records. To assist with identification please add “**STATE SURVEY 2408**” clearly on your SG submission email and cover letter.
- (d) The deliverables referred to in paragraph 5 above are to be forwarded, as soon as they are available, to the DALR&RD for the attention of Mr. GS Shabane (see paragraph 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 the attention of :
Mr. GS Shabane (033 355 4409 / 079 883 0862)

8. ANNEXURES

The under-mentioned annexures are provided:

- (a) Settlement agreement, an order of court (Annexure A)
- (b) A sketch plan showing the proposed subdivision (Annexure B)

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
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. Zandile Mzobe
Tel: 033 355 2910
Email: zandilemz@dalrrd.gov.za

Tender matters: DALR&LR – Shared Service Centre:

Ms. N Magula

Tel. 033 264 9534

Email: nomapha.magula@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):

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

Previous experience and completion of similar projects (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

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.

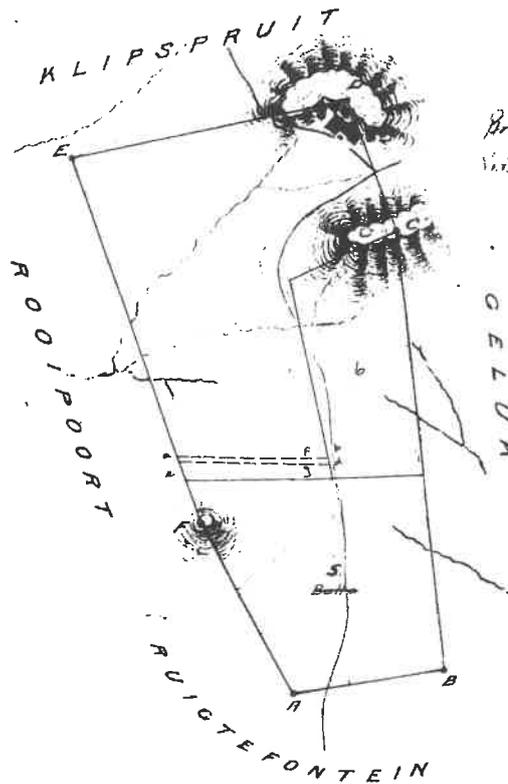
13. REFERENCE NUMBERS

Please quote "STATE SURVEY No. 2408 - SG File 158" 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 Section 2(a)(i)
Act 3 of 1996 Section 16
Act 16 of 2013 (By-Laws) Ref:
Act 4 of 2001 Add this block if applicable
STATE SURVEY No. 2408

PARENT DIAGRAM



142
U.T.T. 158/1
UET 158F1
SHEET. 1

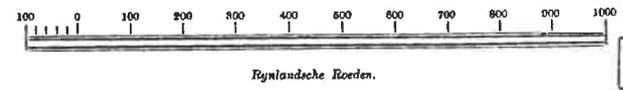
Bn 7
Vats 5: 5339
SK 211 / 200'

COPIED FROM ORIGINAL
AND CERTIFIED CORRECT
for SURVEYOR-GENERAL
26-01-2000 80%

5.
Belle in extent 260 Morg 5354 sq ft
is deducted
Remainder 533 Morg 6404 sq ft
Sub Vol 777
fol 46

HT
Reg. Div.
HT

Zijden.		Hoeken.	
AB	293.68	A	108° 32' 30"
BC	866.21	B	92° 21' 30"
CD	270.71	C	165° 11' 0"
DE	533.68	D	78° 39' 30"
EF	253.72	E	82° 50' 10"
FA	378.76	F	171° 29' 40"



NOU OUD... VAN DIE
PLAAS... GELUK... NR 158.

Bovenstaande Figuur A tot F stelt voor Gedeelte van de plaats genaamd
GELUK N^o 158

bevattende, 853 Morgen 482 vierkaute roeden; (1807.10 English Acres).
Gelegen in het Distrikt Utrecht Wijk N^o 1
Zuid Afrikaansche Republiek, en grenzende als hierboven vermeld.
De bakens zijn aangewezen door H. J. J. van Nickerk en zijn behoorlijk opgericht volgens wet.
Gemeten voor J. H. G. Davet door mij
Afstand van het Dorp Utrecht omtrent 15 mijlen.

No. 147 De zijden hoeken en Grootte van deze kaart zijn onderling bestaanbaar.
J. H. G. Davet
Landmeter Generaals Kantoor.

Goedgekeurd:
S. J. P. ...
Staatspresident.
Gouverneurs Kantoor.

Deze kaart is uitgegeven ten faveure van
H. J. J. van Nickerk
Landmeter Generaals Kantoor.

ANNEXURE A
SETTLEMENT AGREEMENT

IN THE LAND CLAIMS COURT OF SOUTH AFRICA
HELD IN RANDBURG

CASE NO.: 30/2019

In the matter between:-

SIHLANGUSEZWE CAIPHUS SIBISI

Plaintiff

And

ESTHER FRANCINA JACOBA CRAFFERT

First Defendant

DIRECTOR-GENERAL FOR THE DEPARTMENT

OF RURAL DEVELOPMENT AND LAND REFORM

Second Defendant

SETTLEMENT AGREEMENT

1. THE PARTIES

1.1 The parties to this Settlement Agreement are:-

- (a) **SIHLANGUSEZWE CAIPHUS SIBISI** ("the Plaintiff"), is the Plaintiff in the action proceedings pending in this Honourable Court under Case No. LCC30/2019. The Plaintiff is a party to this settlement agreement in his capacity as:-

Sc Sibisi


TSN

- (i) the current head of the members of the Sibisi family; and
 - (ii) the applicant who lodged an application for the acquisition of land in terms of section 17(1) of the Land Reform (Labour Tenants) Act No. 3 of 1996 ("the Act").
- (b) **ESTHER FRANCINA JACOBA CRAFFERT** being the First Defendant in the action proceedings instituted by the Plaintiff in this Honourable Court under Case No. LCC30/2019. The First Defendant is the registered owner of the land which is the subject matter of the aforementioned action.
- (c) **THE DIRECTOR-GENERAL FOR THE DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM** ("the Director-General") is the Second Defendant in the action proceedings instituted in this Honourable Court under Case No. LCC30/2019. The Director-General is a party to this settlement agreement in view of the responsibilities bestowed upon him / her by Chapter 3 of the Act.
- (d) **THE MINISTER OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT** ("the Minister"), is a party to this Settlement Agreement by virtue of responsibilities bestowed upon her to grant advances or subsidies for the acquisition of

S. S. Sibisi



land on behalf of the labour tenants and for the development of such land in terms of section 26 of the Act.

1.2 The Party referred to in sub-paragraph 1.1(b) shall hereinafter be referred to interchangeably as ("the Landowner") or ("the Second Defendant").

1.3 The Parties referred to in sub-paragraphs 1.1(c) and 1.1(d) shall hereinafter collectively be rereferred to as ("the State").

2. **PREAMBLE**

2.1 **WHEREAS** the Plaintiff, has instituted the aforementioned action proceedings in terms of section 33 (2A) of the Act, in the main, for a relief in the following terms:-

- (a) That the Plaintiff and his deceased mother be declared as labour tenants as defined in section 1 of the Act;
- (b) That a portion of the farm known as Remainder of portion 1 of the farm Geluk no 158 situated in Utrecht, KwaZulu-Natal (hereinafter referred to as "the farm"), which was occupied and utilised by the Plaintiff and his family as contemplated in section 3 of the Act, be awarded to the Plaintiff; and

Sc Sibisi TSN 

- (c) That the State be directed to make available funds necessary to compensate the First Defendant for the land awarded to the Plaintiff.

2.2 **AND WHEREAS**, the aforementioned action is premised on the following allegations:-

- (a) That the Plaintiff's deceased mother, namely the late Velephi Sibisi, was presumed to be a labour tenant;
- (b) That the Plaintiff is presumed to be a labour tenant;
- (c) That on 29th March 2001, the Plaintiff presumably lodged an application for the acquisition of land with the Second Defendant in terms of Sections 16(1) and 17(1) of the Act; and
- (d) The aforementioned application for the acquisition of land is pending in the Second Defendant's offices.

2.3 **AND WHEREAS**, the landowner has opposed the reliefs sought by the Plaintiff in the aforementioned action on both factual and legal basis.

Se Sibisi ^{TEN} 

2.4 **AND WHEREAS**, the First Defendant, has, for the sole purpose of an amicable settlement of both the aforementioned action proceedings as well as the Plaintiff's application for the acquisition of land in terms of sections 16(1) and 17(1) of the Act, proposed an amicable settlement in terms of which:-

- (a) The First Defendant is hereby willing to accept that the First Defendant is a Labour Tenant, for the sole purpose of an amicable settlement.
- (b) The First Defendant offers a portion of the farm known as Remainder of portion 1 of the farm Geluk no 158 measuring approximately 175 hectares to be acquired by the State on behalf of the Plaintiff and his family members.

2.5 **AND WHEREAS**, the Plaintiff hereby records his acceptance that this matter be settled in accordance with the First Defendant's settlement proposal and subject to the terms and conditions stipulated in this settlement agreement.

2.6 **AND WHEREAS**, in pursuance of the settlement of this matter, the parties hereby record their desire that this settlement agreement be referred to this Honourable Court for the same agreement and / or aspects thereof, subject to the direction of the Court, to be made an order of Court.

Se Sibisi

T&N



2.6 **NOW THEREFORE**, the Parties hereby record the terms of their settlement as follows: -

3. **SETTLEMENT**

3.1 The parties hereby record their agreement that the action and the Plaintiff's application for the acquisition of land, be settled in full as follows: -

(a) The First Defendant hereby records her acceptance, for the purposes of this settlement only, that the Plaintiff is a labour tenant.

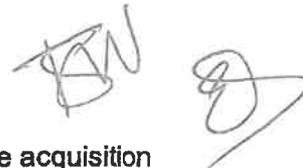
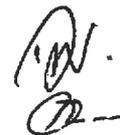
(b) The First Defendant hereby offers a portion of the farm known as Remainder of portion 1 of the farm Geluk no 158 measuring approximately ¹⁷⁵⁹~~175~~ hectares shown in the diagram annexed hereto as **Annexure A**, to be acquired by the State on behalf of the Plaintiff and his family members.

(c) The Plaintiff hereby records his acceptance of the settlement proposal made by the First Defendant in paragraphs (a) and (b) respectively, in full and final settlement of both:-

(i) the relief prayed for by the Plaintiff in the action;
and

(ii) in respect of his application for the acquisition

Sc Sibihi



of land contemplated in section 16(1) and 17(1)
of the Act.

3.4 The State hereby records its commitment to advance subsidies to the Plaintiff and his family members in order to acquire the land offered by the Landowner, in full and final settlement of this matter.

3.5 The Parties hereby record their desire to have this agreement and / or aspects thereof made an order of this Honourable Court as contemplated in section 22 of the Act.

3.6 In this regard, the Plaintiff and the First Defendant hereby record their resolution to refer this settlement agreement to this Honourable Court to be made an order of Court.

4. EVALUATION, SUBDIVISION, FINAL SALE AGREEMENT AND TRANSFER OF LAND

4.1 In pursuance of this settlement agreement, the State shall, within 180 calendar days of this agreement having been made an order of this Honourable Court, procure the services of:-

- (a) a competent valuer to determine the market value of the portion of land depicted in **Annexure "A"**;

BN D

Se Eubisi

- (b) a surveyor to develop and register relevant diagrams for the sub-division of the portion of land depicted in Annexure A hereto;
- (c) a competent service provider to assist the Plaintiff and his associates to establish and register / incorporate a suitable legal entity to receive and hold transfer of the land on their behalf; and
- (d) the State shall make an offer to purchase the property.

4.2 The State shall, within 90 days of making an offer to purchase the property:-

- (a) facilitate negotiations with the Landowner with a view to reach an agreement on the amount of compensation amount payable to the Landowner regarding the land; and
- (b) facilitate negotiations with the Landowner with a view to reach an agreement on the terms and conditions of the final sale and purchase agreement.
- (c) procure the approval of subsidies in terms of section 26(1) of the Act in favour of the Landowner for the acquisition of the settlement land.

Sc Sibisi

TAN



4.3 In the event that the State and the Landowner fail to reach an agreement on the compensation amount within three (3) months of receipt of the evaluation report, the matter shall, subject to the directives of this Honourable Court, be referred to this Honourable Court for final adjudication.

4.4 The State hereby records its undertaking to procure the services of a competent conveyancer to attend to the transfer of the land. The State shall immediately upon approval of the subsidies referred to in paragraph 4.2(c), appoint a conveyancer to attend to transfer of the land from the Landowner to the Plaintiff. Should the Landowner choose to appoint her own conveyancer, all costs of the transfer shall be paid by the Landowner.

4.5 The State, the Landowner and the Plaintiff shall endeavour to cooperate with the appointed conveyancer and other service providers appointed in terms this settlement agreement.

5. GENERAL

5.1 By their signatures hereto, the signatories to this agreement confirm that they are duly authorised to sign and conclude this settlement agreement.

5.2 The parties hereto agree to bind themselves to the terms of this agreement.

Sc Sibisi

RN



5.3 Each party hereto shall bear its own costs, including any incidental costs, in relation to the preparation of this settlement.

SIGNED AT Utrecht ON THE 20 DAY OF June 2022.

Sc Sibisi
SIHLANGUSEZWE CAIPHUS SIBISI
(Plaintiff)

AS WITNESSES

1 L Juyne
2 [Signature]

SIGNED AT Utrecht ON THE 20 DAY OF June 2022.

[Signature]
ESTHER FRANCINA JACOBA CRAFFERT
(Landowner)

AS WITNESSES

1 _____
2 _____

SIGNED AT PRETORIA ON THE 26 DAY OF October 2022
[Signature]
o.b.o. THE STATE

AS WITNESSES

1 _____
2 _____

Proposed Subdivision:

The figure ABCD represent Portion 8 (of 1) O.T.F GELUK No. 158. Reg. Div. HT = +/-179,00 ha

ANNEXURE B: LOCALITY INSET
REF No.: 19/3-9/6/B/28
Legend:
 Proposed Portion 8
 Parent Farm Portion
Co-ordinates:
System: WG 31
Y X
A: + 62 006.45 + 308 2676.08
B: + 60 867.68 + 308 2758.10



Disclaimer: Although all possible care is taken to provide the correct information, this office cannot be held responsible for any possible errors or omissions that may occur.



agriculture, land reform & rural development
Department
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

IN THE LAND CLAIMS COURT OF SOUTH AFRICA
HELD IN RANDBURG

CASE NO.: 30/2019

In the matter between:-

SIHLANGUSEZWE CAIPHUS SIBISI

Plaintiff

And

ESTHER FRANCINA JACOBA CRAFFERT

First Defendant

**DIRECTOR-GENERAL FOR THE DEPARTMENT
OF RURAL DEVELOPMENT AND LAND REFORM**

Second Defendant

SETTLEMENT AGREEMENT

1. THE PARTIES

1.1 The parties to this Settlement Agreement are:-

- (a) **SIHLANGUSEZWE CAIPHUS SIBISI** ("the Plaintiff"), is the Plaintiff in the action proceedings pending in this Honourable Court under Case No. LCC30/2019. The Plaintiff is a party to this settlement agreement in his capacity as:-

Sc Sibisi 

TBN

- (i) the current head of the members of the Sibisi family; and
 - (ii) the applicant who lodged an application for the acquisition of land in terms of section 17(1) of the Land Reform (Labour Tenants) Act No. 3 of 1996 ("the Act").
- (b) **ESTHER FRANCINA JACOBA CRAFFERT** being the First Defendant in the action proceedings instituted by the Plaintiff in this Honourable Court under Case No. LCC30/2019. The First Defendant is the registered owner of the land which is the subject matter of the aforementioned action.
- (c) **THE DIRECTOR-GENERAL FOR THE DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM** ("the Director-General") is the Second Defendant in the action proceedings instituted in this Honourable Court under Case No. LCC30/2019. The Director-General is a party to this settlement agreement in view of the responsibilities bestowed upon him / her by Chapter 3 of the Act.
- (d) **THE MINISTER OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT** ("the Minister"), is a party to this Settlement Agreement by virtue of responsibilities bestowed upon her to grant advances or subsidies for the acquisition of

S. A. Sibisi 

land on behalf of the labour tenants and for the development of such land in terms of section 26 of the Act.

1.2 The Party referred to in sub-paragraph 1.1(b) shall hereinafter be referred to interchangeably as ("the Landowner") or ("the Second Defendant").

1.3 The Parties referred to in sub-paragraphs 1.1(c) and 1.1(d) shall hereinafter collectively be rereferred to as ("the State").

2. **PREAMBLE**

2.1 **WHEREAS** the Plaintiff, has instituted the aforementioned action proceedings in terms of section 33 (2A) of the Act, in the main, for a relief in the following terms:-

(a) That the Plaintiff and his deceased mother be declared as labour tenants as defined in section 1 of the Act;

(b) That a portion of the farm known as Remainder of portion 1 of the farm Geluk no 158 situated in Utrecht, KwaZulu-Natal (hereinafter referred to as "the farm"), which was occupied and utilised by the Plaintiff and his family as contemplated in section 3 of the Act, be awarded to the Plaintiff; and

Sc Sibisi ~~S~~ TSN 

- (c) That the State be directed to make available funds necessary to compensate the First Defendant for the land awarded to the Plaintiff.

2.2 **AND WHEREAS**, the aforementioned action is premised on the following allegations:-

- (a) That the Plaintiff's deceased mother, namely the late Velephi Sibisi, was presumed to be a labour tenant;
- (b) That the Plaintiff is presumed to be a labour tenant;
- (c) That on 29th March 2001, the Plaintiff presumably lodged an application for the acquisition of land with the Second Defendant in terms of Sections 16(1) and 17(1) of the Act; and
- (d) The aforementioned application for the acquisition of land is pending in the Second Defendant's offices.

2.3 **AND WHEREAS**, the landowner has opposed the reliefs sought by the Plaintiff in the aforementioned action on both factual and legal basis.


Se Sibisi

2.4 **AND WHEREAS**, the First Defendant, has, for the sole purpose of an amicable settlement of both the aforementioned action proceedings as well as the Plaintiff's application for the acquisition of land in terms of sections 16(1) and 17(1) of the Act, proposed an amicable settlement in terms of which:-

- (a) The First Defendant is hereby willing to accept that the First Defendant is a Labour Tenant, for the sole purpose of an amicable settlement.
- (b) The First Defendant offers a portion of the farm known as Remainder of portion 1 of the farm Geluk no 158 measuring approximately 175 hectares to be acquired by the State on behalf of the Plaintiff and his family members.

2.5 **AND WHEREAS**, the Plaintiff hereby records his acceptance that this matter be settled in accordance with the First Defendant's settlement proposal and subject to the terms and conditions stipulated in this settlement agreement.

2.6 **AND WHEREAS**, in pursuance of the settlement of this matter, the parties hereby record their desire that this settlement agreement be referred to this Honourable Court for the same agreement and / or aspects thereof, subject to the direction of the Court, to be made an order of Court.

Se Sibisi

T&N

2.6 **NOW THEREFORE**, the Parties hereby record the terms of their settlement as follows: -

3. SETTLEMENT

3.1 The parties hereby record their agreement that the action and the Plaintiff's application for the acquisition of land, be settled in full as follows: -

- (a) The First Defendant hereby records her acceptance, for the purposes of this settlement only, that the Plaintiff is a labour tenant.
- (b) The First Defendant hereby offers a portion of the farm known as Remainder of portion 1 of the farm Geluk no 158 measuring approximately ~~175~~¹⁷⁵⁹ hectares shown in the diagram annexed hereto as **Annexure A**, to be acquired by the State on behalf of the Plaintiff and his family members.
- (c) The Plaintiff hereby records his acceptance of the settlement proposal made by the First Defendant in paragraphs (a) and (b) respectively, in full and final settlement of both:-

(i) the relief prayed for by the Plaintiff in the action;
and

(ii) in respect of his application for the acquisition

Sc Sepisi

[Handwritten signatures and initials in red and black ink]

[Handwritten signatures and initials in black ink]

[Handwritten initials]

of land contemplated in section 16(1) and 17(1)
of the Act.

3.4 The State hereby records its commitment to advance subsidies to the Plaintiff and his family members in order to acquire the land offered by the Landowner, in full and final settlement of this matter.

3.5 The Parties hereby record their desire to have this agreement and / or aspects thereof made an order of this Honourable Court as contemplated in section 22 of the Act.

3.6 In this regard, the Plaintiff and the First Defendant hereby record their resolution to refer this settlement agreement to this Honourable Court to be made an order of Court.

4. **EVALUATION, SUBDIVISION, FINAL SALE AGREEMENT AND TRANSFER OF LAND**

4.1 In pursuance of this settlement agreement, the State shall, within 180 calendar days of this agreement having been made an order of this Honourable Court, procure the services of:-

- (a) a competent valuer to determine the market value of the portion of land depicted in **Annexure "A"**;

Se Eubini

TEN
BN
D

- (b) a surveyor to develop and register relevant diagrams for the sub-division of the portion of land depicted in Annexure A hereto;
- (c) a competent service provider to assist the Plaintiff and his associates to establish and register / incorporate a suitable legal entity to receive and hold transfer of the land on their behalf; and
- (d) the State shall make an offer to purchase the property.

4.2 The State shall, within 90 days of making an offer to purchase the property:-

- (a) facilitate negotiations with the Landowner with a view to reach an agreement on the amount of compensation amount payable to the Landowner regarding the land; and
- (b) facilitate negotiations with the Landowner with a view to reach an agreement on the terms and conditions of the final sale and purchase agreement.
- (c) procure the approval of subsidies in terms of section 26(1) of the Act in favour of the Landowner for the acquisition of the settlement land.

Sc Sibisi

BN

4.3 In the event that the State and the Landowner fail to reach an agreement on the compensation amount within three (3) months of receipt of the evaluation report, the matter shall, subject to the directives of this Honourable Court, be referred to this Honourable Court for final adjudication.

4.4 The State hereby records its undertaking to procure the services of a competent conveyancer to attend to the transfer of the land. The State shall immediately upon approval of the subsidies referred to in paragraph 4.2(c), appoint a conveyancer to attend to transfer of the land from the Landowner to the Plaintiff. Should the Landowner choose to appoint her own conveyancer, all costs of the transfer shall be paid by the Landowner.

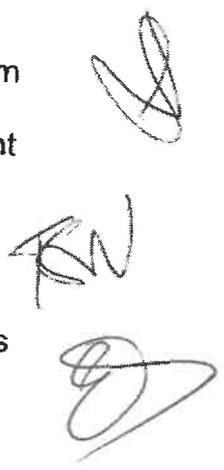
4.5 The State, the Landowner and the Plaintiff shall endeavour to cooperate with the appointed conveyancer and other service providers appointed in terms this settlement agreement.

5. **GENERAL**

5.1 By their signatures hereto, the signatories to this agreement confirm that they are duly authorised to sign and conclude this settlement agreement.

5.2 The parties hereto agree to bind themselves to the terms of this agreement.

Sc Sibisi

Handwritten signatures and initials in the right margin. At the top is a large, stylized signature. Below it are the initials 'RW'. At the bottom is another large, stylized signature.

5.3 Each party hereto shall bear its own costs, including any incidental costs, in relation to the preparation of this settlement.

SIGNED AT UTRECHT ON THE 20 DAY OF June 2022.

Sc Sibisi
SIHLANGUSEZWE CAIPHUS SIBISI
(Plaintiff)

AS WITNESSES

1 L. Jivire
2 [Signature]

SIGNED AT Utrecht ON THE 20 DAY OF June 2022.

[Signature]
ESTHER FRANCINA JACOBA CRAFFERT
(Landowner)

AS WITNESSES

1 [Signature]
2 [Signature]

SIGNED AT PRETORIA ON THE 26 DAY OF October 2022.

[Signature]
o.b.o. THE STATE

AS WITNESSES

1 _____
2 _____

**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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = 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"/>
-----	--------------------------	----	--------------------------

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: