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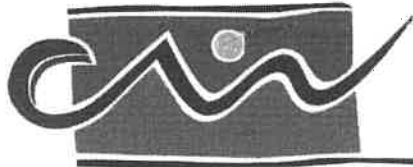
CAPE WINELANDS DISTRICT
MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

ACKNOWLEDGMENT RECEIPT OF TENDER AND QUOTATION

- 1. Q 2021/017: RENEWAL OF ESRI MAINTENANCE AGREEMENT FOR 12 MONTHS
- 2. Q 2021/031: SUPPLY AND DELIVERY OF APPLIANCES x 3
- 3. Q 2020/073: PROCUREMENT OF REMOTE ETHERNET DEVICE
- 4. Q 2021/079: RENEWAL OF F-SECURE BUSINESS SUITE PREMIUM LICENSE
- 5. Q 2021/080: SUPPLY AND DELIVERY OF TABLET COMPUTERS
- 6. Q 2021/082: SUPPLY AND DELIVERY OF IP ENABLED DEVICES
- 7. Q 2021/085: SUPPLY AND DELIVERY OF OILS AND LUBRICANTS x 3
- 8. T 2021/070: TRAFFIC CONTROL ON RURAL PROVINCIAL ROADS FOR THE PERIOD ENDING 30 JUNE 2024

I Lorna van Niekerk hereby acknowledge receipt of the following original tender and quotation documents:

Received by [Signature] Date 21/02/2022



CAPE WINELANDS DISTRICT
MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

Q 2021/085
SUPPLY AND DELIVERY OF OILS AND LUBRICANTS

COMPANY NAME:

Piston Power Chemicals (Pty) Ltd

POSTAL ADDRESS:

P.O. Box 90

DESAINAGAR

4405

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Financial and Strategic Support Services

Supply Chain Management

Tel: 086 126 5263

Fax: 086 688 4173

Q 2021/085
SUPPLY AND DELIVERY OF OILS AND LUBRICANTS

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A. QUOTATION NOTICE

Formal Written Price Quotations are hereby invited from prospective service providers for the supply and delivery of oils and lubricants as and when required.

Technical enquiries regarding this bid can be directed to Mr Izak Van Der Westhuizen at telephone no. 0861 265 263.

Documents are obtainable from the Supply Chain Management Unit of the Cape Winelands District Municipality at 29 Du Toit Street, Stellenbosch - Tel no 0861 265 263. Alternatively documents may be downloaded from the website: www.capewinelands.gov.za. → Supply Chain → View quotations and quotes → Quotations open.

All prospective bidders must ensure that they are registered and accredited on the CWDM's Supplier Database and the Central Supplier Database, prior to the closing date of the quotation.

Duly completed quotations must be enclosed in a (separate) sealed envelope and endorsed with the relevant quotation number and description on the envelope/s. The sealed quotations must be placed in the official quotations box of the District Municipality's offices at 29 Du Toit Street, Stellenbosch, before **11h00 on Wednesday, 01 December 2021**.

HF PRINS
MUNICIPAL MANAGER

B. GENERAL CONDITIONS AND INFORMATION

Inviting of quotations by the Cape Winelands District Municipality (CWDM), all relevant bid documentation, submitting of quotations by prospective bidders, evaluation / awarding of quotations and all subsequent contractual responsibilities regarding supply and delivery of goods and/or services, will be managed in terms of and MUST comply with:-

- Chapter 11 of the Municipal Finance Management Act, 2003 (Act no.56 of 2003);
- Municipal Supply Chain Management Policy of the CWDM;
- Supply Chain Management: A guide for Accounting Officers of Municipalities (Guide for AO's);
- Any relevant Regulations / Circulars issued by the National Treasury, from time to time, and
- Any Special Conditions detailed in this Contract (SCC) – *referring to, but not limited to: paragraphs B.1. - 17. and C to P.*

Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail (chapter 4.5.2.9 – Guide for AO's)

1. Acceptance or Rejection of a Quotations

The Municipality reserves the right to withdraw any invitation to quotations and/or to re-advertise or to reject any quotations or to accept any quotations in whole or part.

The Municipality does not bind itself to accepting the lowest quotations or the quotations scoring the highest points.

The Municipality reserves the right to accept more than one quotations (in the event of a number of items being offered).

2. Validity Period

The fact and action of handing in a quotation to the Municipality is accepted as a contract between the Municipality and the bidder whereby such a quotation remains valid and available for a period of ninety (90) days, calculated from the closing date as advertised for the quotations, for acceptance, or non-acceptance by the Municipality. The bidder undertakes not to withdraw, or alter, the quotations during this period.

3. Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Municipality's Accredited Supplier Database to register without delay on the prescribed form.

The Municipality reserves the right not to award quotations to prospective suppliers who are not registered on the Database.

4. Completion of Quotations Documents

The official quotations form must be completed in BLACK ink and any corrections to the official quotations form must also be made in BLACK ink and signed by the bidder.

Any quotations documents received with correction fluid (Tippex) corrections shall be disqualified.

The complete original quotations document must be returned. Missing pages will result in the disqualification of the quotations.

Any ambiguity has to be cleared with contact person for the quotations before the quotations closure.

5. Authorised Signatory

A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

If such a copy of the Resolution does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

6. Site / Information Meetings

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.

All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

7. Quantities of Specific Items

If quotations are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder.

8. Expenses Incurred in Preparation of Quotations

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the quotations.

9. Contact with Municipality after Quotations Closure Date

Bidders shall not contact the Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Municipality, it should do so in writing to the Municipality. Any effort by the firm to influence the Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

10. Opening, Recording and Publications of Quotations Received

Quotations will be opened on the closing date immediately after the closing time specified in the quotations documents. The names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.



Telexed, faxed or e-mailed quotations will not be accepted. The quotations forms should be carefully completed and no errors will be condoned after quotations have been opened.

The Bidder will be liable to take out **forward cover** to barricade him/her against fluctuation of the exchange rate in the event of importing any component, related to the quotation, from a country dealing in currency other than that of South Africa.

11. Evaluation of Quotations

Quotations will be evaluated in terms of their responsiveness to the quotations specifications and requirements as well as such additional criteria as set out in this set of quotations documents.

12. Subcontracting

The Contractor shall not subcontract the whole of the contract.

Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.

Any consent granted or appointment of a subcontractor shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.

13. Extension of Contract

The contract with the successful bidder may be extended should additional funds become available.

14. Past Practices

The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.

The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councillor with this or any past quotations.

The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favours, hospitality or any other benefit in any improper way, with this or any past quotations.

15. Persons in the service of the state

Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudging authority and/or take an oath declaring his/her interest.

16. Broad-based black economic empowerment (B-BBEE) status level certificates

Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies of the original, not a photo-copy of another certified copy thereof together with their bids, to substantiate their B-BBEE rating claims.

Bidders who do not submit B-BBEE Status Level Verification Certificates or who are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified from the bidding process. They will score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for B-BBEE.

A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.

Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids.

If an institution is already in possession of a valid and original or certified copy of a bidder's B-BBEE Status Level Verification Certificate that was obtained for the purpose of establishing the database of possible suppliers for price quotations or that was submitted together with another bid, it is not necessary to obtain a new B-BBEE Status Level Verification Certificate each time a bid is submitted from the specific bidder.

Such a certificate may be used to substantiate B-BBEE rating claims provided that the closing date of the bid falls within the expiry date of the certificate that is in the institution's possession.

Each time this provision is applied, cross-reference must be made to the B-BBEE Status Level Verification Certificate already in possession for audit purposes.

AOs / AAs must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies:

Bidders other than EMEs

- Verification agencies accredited by SANAS; or
- Registered auditors approved by IRBA (until the expiration of the period prescribed by the DTI)

Bidders who qualify as EMEs

- Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.

VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

Verification agencies accredited by SANAS

These certificates are identifiable by a SANAS logo and a unique BVA number.

Confirmation of the validity of a B-BBEE Status Level Verification Certificate can be done by tracing the name of the issuing Verification Agency to the list of all SANAS accredited agencies. The list is accessible on http://www.sanas.co.za/directory/bbee_default.php.

The relevant BVA may be contacted to confirm whether such a certificate was issued.

As a minimum requirement, all valid B-BBEE Status Level Verification Certificates should have the following information detailed on the face of the certificate:

- The name and physical location of the measured entity;
- The registration number and, where applicable, the VAT number of the measured entity;
- The date of issue and date of expiry;
- The certificate number for identification and reference;
- The scorecard that was used (for example QSE, Specialized or Generic);
- The name and / or logo of the Verification Agency;
- The SANAS logo;
- The certificate must be signed by the authorized person from the Verification Agency; and
- The B-BBEE Status Level of Contribution obtained by the measured entity. □

Registered auditors approved by IRBA

The format and content of B-BBEE Status Level Verification Certificates issued by registered auditors approved by IRBA must -

- Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo;
- Clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE;
- Reflect relevant information regarding the identity and location of the measured entity;
- Identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores;
- Record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution; and
- Reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date.

Confirmation of the validity of a B-BBEE Status Level Verification Certificate can be done by tracing the name of the issuing B-BBEE approved registered auditor to the list of all approved registered auditors. The list is accessible on <http://www.thedti.gov.za> and / <http://www.irba.co.za>.

The relevant approved registered auditor may be contacted to confirm whether such a certificate was issued.

Accounting officers as contemplated in section 60(4) of the CCA;

These certificates will be issued on the accounting officer's letterhead with the accounting officer's practice number and contact number clearly specified on the face of the certificates.

The content of B-BBEE Status Level Verification Certificates issued by accounting officers as contemplated in the CCA is detailed in paragraph 4.8.5 below.

VERIFICATION OF B-BBEE LEVELS IN RESPECT OF EMEs

In terms of the Generic Codes of Good Practice, an enterprise including a sole propriety with annual total revenue of R10 million or less qualifies as an EME.

In instances where Sector Charters are developed to address the transformation challenges of specific sectors or industries, the threshold for qualification as an EME may be different from the generic threshold of R10 million. The relevant Sector Charter thresholds will therefore be used as a basis for a potential bidder to qualify as an EME.

- For example the approved thresholds for EMEs for the Tourism and Construction Sector Charters are R2.5 million and R1.5 million respectively.
- An EME automatically qualifies as a level 4 contributor with B-BBEE recognition level of 100% in terms of the Codes of Good Practice.
- An EME with at least 51% black ownership qualifies as Level 2 Contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.
- An EME with 100% black ownership qualifies as a Level 1 contributor with B-BBEE level of 135% in terms of the Codes of Good Practice.
- An EME that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as Level 1 contributor with B-BBEE level of 135% in terms of Codes of Good Practice.
- An EME that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.
- An EME is required to submit a sworn affidavit confirming their annual total revenue of R 10 million or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.
- An EME that is regarded as a Specialized Enterprise, is required to submit a sworn affidavit confirming their annual turnover/ allocated budget/ gross receipt of R 10 million or less and level of percentage of black beneficiaries to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.
- An EME may be measured in terms of the QSE scorecard should they wish to maximize their points and move to a higher B-BBEE recognition level. It is in this context that an EME may submit a B-BBEE verification certificate.

ELIGIBILITY AS QUALIFYING SMALL ENTERPRISES (QSE)

The Codes define a QSE as any enterprise with annual total revenue of between R10 million and R50 million.

- A QSE with at least 51% black ownership qualifies as a Level 2 contributor.
- A QSE with 100% black ownership qualifies as a Level 1 Contributor.
- A QSE that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as a Level 1 contributor with B-BBEE level of 135% in terms of the Codes of Good Practice.
- A QSE that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.
- A QSE is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R 50 million and level of black ownership or a B-BBEE level verification certificate to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.
- A QSE that is regarded as a specialized enterprise is required to submit a sworn affidavit confirming their annual turnover/ budget/ gross receipt of R 50 million or less and level of percentage of black beneficiaries or a B-BBEE level verification certificate to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017

IN ORDER TO BE AWARDED PREFERENCE POINTS, ANNEXURE H. QUESTIONNAIRE AND ANNEXURE K. PREFERENCE POINTS CLAIM FORM (MBD 6.1), MUST BE COMPLETED - FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED

17. Application

These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

Where applicable, special conditions of contract may be laid down and included to cover specific supplies, services or works.

Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

18. Standards

The goods supplied or the services rendered shall conform to the standards mentioned in the bidding documents and specifications.

19. Information and Inspection

The service provider shall not, without the District Municipality's prior written consent, disclose the agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the District Municipality in connection therewith, to any person other than a person employed by the service provider in the performance of the agreement. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

The service provider shall permit the District Municipality to inspect the supplier's records relating to the performance of the service provider and to have them audited by auditors appointed by the District Municipality, if so required by the District Municipality.

20. Governing Language

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

21. Payments

Payments shall be made by the District Municipality within **thirty (30)** calendar days of receiving the relevant **invoice / statement provided** by the supplier.

Payment will be made in Rand unless otherwise stipulated.

22. Prices and Evaluation of bids

Prices charged by the service provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the service provider in this Quotations.

The Bidder will be liable to take out forward cover to barricade him/her against fluctuation of the exchange rate in the event of importing any component, related to the quotations, from a country dealing in currency other than that of South Africa.

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING:

- Relevant specifications
- Value for money
- Capability to execute the contract
- PPPFA & associated regulations

23. Termination for default

The District Municipality, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, may terminate this agreement in whole or in part:

If the service provider fails to deliver any or all of the goods within the period(s) specified in the agreement;

If the service provider fails to perform any obligation(s) under the contract; or

If the service provider in the judgment of the District Municipality, has engaged in corrupt or fraudulent practices in competing for or in executing the contract

In the event the District Municipality terminates the contract in whole or in part, the District Municipality may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the service provider shall be liable to the District Municipality for any excess costs for such similar goods, works or services. However, the service provider shall continue performance of the contract to the extent not terminated.

Where the District Municipality terminates the contract in whole or in part, the District Municipality may decide to impose a restriction penalty on the service provider by prohibiting such service provider from doing business with the public sector for a period not exceeding 10 years.

If a District Municipality intends imposing a restriction on a service provider or any person associated with the service provider, the service provider will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the service provider fail to respond within the stipulated fourteen (14) days the District Municipality may regard the service provider as having no objection and proceed with the restriction.

Any restriction imposed on any person by the District Municipality will, at the discretion of the District Municipality, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the District Municipality actively associated.

If a restriction is imposed, the District Municipality must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

The name and address of the supplier and / or person restricted by the District Municipality;
The date of commencement of the restriction;
The period of restriction; and
The reasons for the restriction

These details will be loaded in the National Treasury's central database of service provider or persons prohibited from doing business with the public sector.

If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Quotations Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each

case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Termination for Insolvency

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

25. Settlement of Disputes

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

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

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

Notwithstanding any reference to mediation and/or court proceedings herein, the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

The District Municipality shall pay the service provider any monies due for goods delivered and/or services rendered according to the prescripts of the contract.

26. Applicable Law

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

27. Notices

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

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

28. Taxes and duties

A service provider shall be entirely responsible for all taxes, duties, license fees, etc., of the contracted goods to the District Municipality.

No contract shall be concluded with any bidder whose tax matters are not in order.

No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.



29. Value-added tax (VAT) on invoices

Tax invoices are to comply with the requirements as contained in the Value Added Tax Act, 1991 (Act No 89 of 1991). The content of the invoice must contain information as prescribed by the Act.

It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.

The amended Value Added Tax Act, 1991 (Act No 89 of 1991) requires that a Tax Invoice for supplies in excess of R3,000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

The VAT registration number of the District Municipality is 4700193495.

30. Tax Clearance Certificate

A copy of a Tax Compliance Status Pin, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters are in order with SARS.

In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin, printed from the SARS website, with the bid documents.

If a bid is not supported by a Tax Compliance Status Pin as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

31. Municipal Rates, Taxes and Charges

A certified copy of the bidder's and those of its directors municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the quotations closure date must accompany the quotations documents. If such a certified copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.

Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.

If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.

32. Construction Industry Development Board (CIDB) (If applicable)

When applicable, the bidder's CIDB registration number must be included with the quotations. The Municipality will verify the bidder's CIDB registration during the evaluation process.



33. Letter of Good Standing from the Commissioner of Compensation

A valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof must accompany the bid documents unless the bidder is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof for the bidder on record. The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof on record.

A letter of good standing for "quotations purposes" from the Department of Labour will also be accepted.

If no such document/s as specified by the Municipality is submitted, the bid will be disqualified.

34. PROTECTION OF PERSONAL INFORMATION

In submitting any information or documentation requested in this quotation document, or any other information that may be requested pursuant to this quotation, you are consenting to the processing by the Cape Winelands District Municipality or its stakeholders of your personal information and all other personal information contained therein, as contemplated in the Protection of Personal Information Act, 2013 (Act No 4 of 2013) and Regulations promulgated thereunder ("POPI Act"). Further, you declare that you have obtained all consents required by the POPI Act or any other law applicable. Thus, you hereby indemnify the Cape Winelands District Municipality against any civil or criminal action, administrative fine or other penalty or loss that may arise as a result of the processing of any personal information that you submit.



C. NATIONAL TREASURY - GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

The purpose of this document is to:

- (a) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (b) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.
- (c) The General Conditions of Contract will form part of all bid documents and may not be amended.
- (d) Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC will prevail

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1 **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **"Day"** means calendar day.
- 1.8 **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9 **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10 **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **"GCC"** means the General Conditions of Contract.
- 1.15 **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 **"Local content"** means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **"Project site,"** where applicable, means the place indicated in bidding documents.
- 1.21 **"Purchaser"** means the organization purchasing the goods.
- 1.22 **"Republic"** means the Republic of South Africa.
- 1.23 **"SCC"** means the Special Conditions of Contract.
- 1.24 **"Services"** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 **"Supplier"** means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 **"Tort"** means in breach of contract
- 1.27 **"Turnkey"** means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 **"Written" or "in writing"** means hand-written in ink or any form of electronic or mechanical writing.



2. APPLICATION

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

3. GENERAL

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

4. STANDARDS

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

5. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. PATENT RIGHTS

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

7. PERFORMANCE SECURITY

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

8. INSPECTIONS, TESTS AND ANALYSES

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. PACKING

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. DELIVERY AND DOCUMENTS

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. INSURANCE

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

12. TRANSPORTATION

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

13. INCIDENTAL SERVICES

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. SPARE PARTS

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. WARRANTY

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

16. PAYMENT

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



16.5 Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice. The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

17. PRICES

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

8. VARIATION ORDERS

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. For construction related goods, services and/or infrastructure project, contracts may be expanded or varied by not more than 20%. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. ASSIGNMENT

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

20. SUBCONTRACTS

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

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. PENALTIES

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

23. TERMINATION FOR DEFAULT

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) If the supplier fails to perform any other obligation(s) under the contract; or
- (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) The name and address of the supplier and / or person restricted by the purchaser;
- (ii) The date of commencement of the restriction
- (iii) The period of restriction; and
- (iv) The reasons for the restriction



These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Quotations Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

24. ANTIDUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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

25. FORCE MAJEURE


- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. TERMINATION FOR INSOLVENCY

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

27. SETTLEMENT OF DISPUTES

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.



33. TRANSFER OF CONTRACTS

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

34. AMENDMENT OF CONTRACTS

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

35. PROHIBITION OF RESTRICTIVE PRACTICES

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



D. APPLICATION OF PREFERENCE POINT SYSTEM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

The applicable **80/20** preferential points system as set out in Preferential Procurement Regulations 2017 will be used to evaluate individual quotations

Regulation R.32 of 20 January 2017 provides for a preference points system

80/20 Preference point system [(for acquisition of goods or services for a Rand value equal to or above R30 000 and up to R50 million) (all applicable taxes included)]

The points are awarded as follows:

- 80 points is awarded for the **lowest price** if it complies with the Quotations / Formal Written Price Quotation conditions.
- Additional points are awarded for attaining the **B-BBEE status level** of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0



E. INVITATION TO BID - MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
Quotation number:	Q 2021/085	Closing date:	01/12/2021	Closing time:	11h00
Description	SUPPLY AND DELIVERY OF OILS AND LUBRICANTS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT: 29 DU TOIT STREET, STELLENBOSCH					
SUPPLIER INFORMATION					
Name of bidder	Piston Power Chemicals (Pty) Ltd				
Postal address	P.O. Box 90 DESANJALAR 4405				
Street address	316 BAUFOUR ROAD JACOBS 4052				
Telephone number	Code	031	Number	4686825	
Cell phone number	082 202 3871				
E-mail address	DENSALES@PISTONPOWER.CO.ZA.				
VAT registration number	4950177719				
Tax compliance status	TCS PIN:	9980807364	OR	CSD No:	MAAA 0004419
B-BBEE status level verification certificate [tick applicable box]	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no		B-BBEE status level sworn affidavit		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
Are you the accredited representative in South Africa for the goods / services / works offered?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof] WE ARE MANUFACTURERS OF OIL AND GREASE		Are you a foreign based supplier for the goods / services / works offered?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No [If yes, answer part b:3]
Total number of items offered	23		Total bid price		R 88875-16
Signature of bidder			Date		30-11-2021
Capacity under which this bid is signed	TENDER ADMINISTRATOR.				
TECHNICAL INFORMATION MAY BE DIRECTED TO:					
Contact person	Izak Van Der Westhuizen				
Telephone number	021 870 3281				
E-mail address	izak@capewineland.gov.za				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED					
Contact person	Elmine Niemand				
Telephone number	021 888 5175				
E-mail address	elmine@capewineland.gov.za				

TERMS AND CONDITIONS FOR BIDDING – PART B

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 online
- 1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.

2. TAX COMPLIANCE REQUIREMENTS

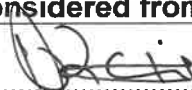
- 2.1 Bidders must ensure compliance with their tax obligations.
- 2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
- 2.3 Application for the tax compliance status (TCS) certificate or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
- 2.4 Foreign suppliers must complete the pre-award questionnaire in part b:3.
- 2.5 Bidders may also submit a printed TCS certificate together with the bid.
- 2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.
- 2.7 Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. Is the entity a resident of the republic of South Africa (RSA)? Yes No
- 3.2. Does the entity have a branch in the RSA? Yes No
- 3.3. Does the entity have a permanent establishment in the RSA? Yes No
- 3.4. Does the entity have any source of income in the RSA? Yes No
- 3.5. Is the entity liable in the RSA for any form of taxation? Yes No

If the answer is "no" to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 above.

**NB: failure to provide any of the above particulars may render the bid invalid.
No bids will be considered from persons in the service of the state.**

Signature(s): 

Name(s): Kenny Rai

Capacity for the Tenderer: TENDER ADMINISTRATOR

Date: 30-11-2021

- Gear Oil SAE 80W / 90 to specification API GL5
- Gear Oil SAE 85W / 140 to specification API GL5
- Gear and Transmission Oil, ISO 220, API CF, CAT TO-4
- Hydraulic Oil, viscosity grades 10W, S32, S46 and S68 to specification SABS 1218 and David Brown 0A, 1A, 2A, and 3A
- Automatic Transmission Fluid, ATF DX II to specification Allison C-3, C-4 and CAT TO-2
- Antifreeze to specification Mercedes Benz 325 and SABS 1251
- Wheel-bearing Grease, Extreme Pressure, Lithium complex-based, operating temperature - 15 to +150OC, EP2, NLGI-2
- Multi Purpose Grease, Extreme pressure, Molybdenum Disulphide Fortified Lithium-hydroxy stearate-based to specification NLGI-2, SABS CKS 300
- Super Two-Stroke Oil to specification API TC
- Cutter Bar Oil, Grade 150
- Brake Fluid DOT 4; 260OC minimum, ISO 4925, SABS VC 8013

2. PURPOSE OF THE BID

The purpose of this tender is to appoint service providers for the supply and delivery of oils and lubricants for all plant, equipment and vehicles of the CWDM as specified to the Worcester and Stellenbosch Roads depots of the Cape Winelands District Municipality as and when required

3. SCOPE OF WORK

3.1 Minimum Specifications

The minimum specifications for the required oils and lubricants are as indicated in the table below:

NO.	OILS	MINIMUM SPECIFICATIONS
Category 1		
1	Engine oil	SAE 15W-40, to specification API CK-4 or CH-4 / SJ;
Category 2		
2	Hydraulic oil	viscosity grades 10W, S32, S46 and S68 to specification SABS 1218
Category 3		
3	Automatic transmission fluid	ATF DX II to specification Allison C-3, C-4
4	Universal tractor transmission oil	SAE 80W to specification ISO 68
Category 4		
5	Gear oil	SAE 30 to specification API CF
6	Gear oil	SAE 80W / 90 to specification API GL5
7	Gear oil	SAE 85W / 140 to specification API GL5
8	Gear and transmission oil	ISO 220, API CF
LUBRICANTS		

Category 5		
9	Wheel bearing grease	Extreme pressure, Lithium complex-based, Operating temperature - 15°C + 150°C, EP2, NLGI-2
10	Multipurpose grease	Extreme pressure, Molybdenum Disulphide Fortified Lithium-hydroxy stearate-based to specification NLGI-2
11	Super two stroke oil	API TC
12	Cutter bar lube	Grade 150
13	Brake fluid	DOT 4; 260OC minimum
14	Degreasing fluid	Water based
15	Antifreeze	SABS 1251
16	Tar/Bitumen removal	Water based
17	Paraffin	No standard specification

3.2 QUALITY CONTROL

The Cape Winelands District Municipality reserves the right to perform quality tests at any time to ensure that the minimum specifications as specified will always be adhered to.

This is also a condition from the Provincial Mechanical Engineer for all mechanical work performed by Cape Winelands District Municipality on their provincial road maintenance and construction fleet.

4. DELIVERABLES

- 4.1 The supply and delivery of oils and lubricants according to the specifications
- 4.2 Timeous delivery of oils and lubricants

5. EVALUATION CRITERIA & AWARD

For proper evaluation purposes it is obligatory that this specific pricing schedule must be completed and signed for each category that is tendered for. The tender will be evaluated and awarded per category.

Cape Winelands District Municipality is not in a position to state exact quantities that will be purchased during the duration of the contract and the estimated number of units as indicated in the table below will be used only for evaluation purposes:

For proper evaluation purposes bidders may not provide prices for alternative volumes. All prices must be quoted for the specific volume as per the table below. If alternative volumes are provided, the bidder will be disqualified for the particular category.



NO.	OILS	MINIMUM SPECIFICATIONS	Volume	Estimated number of Units
Category 1				
1	Engine oil	SAE 15W-40, to specification API CK-4 or CH-4 / SJ	210L	22
Category 2				
2	Hydraulic oil	viscosity grades 10W, S32, S46 and S68 to specification SABS 1218	210L	5
Category 3				
3	Automatic transmission fluid	ATF DX II to specification Allison C-3, C-4	210L	9
4	Universal tractor transmission oil	SAE 80W to specification ISO 68, API G,	210L	1
			20L	2

Category 4				
5	Gear oil	SAE 30 to specification API CF	210L	4
6	Gear oil	SAE 80W / 90 to specification API GL5	210L	4
7	Gear oil	SAE 85W / 140 to specification API GL5	210L	2
			20L	15
8	Gear and transmission oil	ISO 220, API CF	210L	1
			20L	2
LUBRICANTS				
Category 5				
9	Wheel bearing grease	Extreme pressure, Lithium complex-based, Operating temperature - 15°C + 150°C, EP2, NLGI-2	50 kg	1
			15 kg	1
10	Multipurpose grease	Extreme pressure, Molybdenum Disulphide Fortified Lithium-hydroxy stearate-based to specification NLGI-2	50 kg	1
			15 kg	25
11	Super two stroke oil	API TC	20L	1
			5L	3
12	Cutter bar lube	Grade 150	20L	1
			5L	1
13	Brake fluid	DOT 4; 260OC minimum,	5L	12
			500 ml	10
14	Degreasing fluid	Water based	20L	56
15	Antifreeze	SABS 1251	210L	2
16	Tar/Bitumen removal	Water based	20L	2
17	Paraffin	No standard specification	210L	5

6. PROOF OF ABILITY TO EXECUTE THE CONTRACT

All bidders must provide proof of their ability to render the services applicable to the deliverables as explained in this tender and it must be submitted with the Bid or within a reasonable timeframe to be agreed upon between the Cape Winelands District Municipality and the successful service provider.

7. DELIVERY/CONTRACT TIME FRAMES

The supply and delivery of oils and lubricants will be as and when required.

8. LOGISTICAL REQUIREMENTS

The appointed service provider must supply and deliver the oils and lubricants as required within 7 working days of receiving the order or within any other time frames as mutually agreed upon to the Stellenbosch and/or Worcester Roads depots.

Should a service provider at any time fail to adhere to the specified delivery period, the Cape Winelands District Municipality will be entitled to end the contract after written notices have been issued.

All deliveries must be accompanied by a delivery note stating the official order number against which the delivery has been effected.

Deliveries not complying with the product specifications and official order will be returned to the service provider at the service provider's expense.

9. REMUNERATION

No upfront payments will be made.

Payments to the Service Provider will only be effected upon delivery of the products.

All prices are inclusive of Value Added Tax

10. COVID-19 REQUIREMENTS

The service provider must adhere to all prescribed statutory protocols pertaining to Covid-19.

11. PRICING INSTRUCTIONS

The prices quoted must include all related costs (*including delivery costs*) for the supply and delivery of oils and lubricants as specified to the Worcester and/or Stellenbosch Roads depot of the Cape Winelands District Municipality.

For proper evaluation purposes it is obligatory that this specific pricing schedule must be completed and signed for each category that is tendered for. The tender will be evaluated and awarded per category.

The quantities in the prescribed pricing schedules are just an estimate. The District Municipality reserves the right to increase or decrease the quantities at its discretion, in order to meet operational requirements. In the case of an increase in numbers, prices per item must be charged at the same rate as the original prices quoted.

12. PRICE ESCALATION

No price escalation is applicable and prices must be fixed for term of the contract.



Cape Winelands District Municipality
QUOTATIONS
 Opened at 11h00 on

01 DEC 2021

PRICING SCHEDULE

Signature: *[Handwritten Signature]*
 Name: *[Handwritten Name]*
 Minimum Specifications
 WITNESS: *[Handwritten Name]*

Oils

No.	Description	Minimum Specifications	Volume	Unit Price	15% VAT	Total
Category 1						
1	Engine oil	SAE 15W/40, to specification API CK-4 or CH-4 / SJ <i>Piston Power SMO Ceria Plus 15W/40</i>	210L	7980.00	1197.00	9177.00
Category 2						
2	Hydraulic oil	viscosity grades 10W, S32, S46 and S68 to specification SABS 1218. <i>Hydraulic Power 46</i>	210L	6090.00	913.50	7003.50
Category 3						
3	Automatic transmission fluid	ATF DX II to specification Allison C-3, C-4 <i>Piston Power ATF-110</i>	210L	6720.00	1008.00	7728.00
4	Universal tractor transmission oil	SAE 80W to specification ISO 68, API G, <i>Piston Power UTTO</i>	20L	700.00	105.00	805.00
Category 4						
5	Gear oil	SAE 30 to specification API CF <i>Piston Power HD S30</i>	210L	6720.00	1008.00	7728.00
6	Gear oil	SAE 80W / 90 to specification API GL5 <i>Piston Power HD S80W/90</i>	210L	7665.00	1149.75	8814.75
7	Gear oil	SAE 85W / 140 to specification API GL5 <i>Gear Power HD 85W/140</i>	210L	8295.00	1244.25	9539.25
8	Gear and transmission oil	<i>ISO 220 API CF, Piston Power CRT S0.</i>	210L	8190.00	1228.50	9418.50
			20L	812.00	121.80	933.80
Lubricants						
Category 5						

[Handwritten Signature]

9	Wheel bearing grease	Extreme pressure, Lithium complex-based, Operating temperature - 15°C + 150°C EP2, NLGI-2 <i>GREASE WB (M) 2</i>	50 kg	2450.00	367.50	2817.50
			15 kg	765.00	114.75	879.75
10	Multipurpose grease	Extreme pressure, Molybdenum Disulphide Fortified Lithium-hydroxy stearate-based to specification NLGI-2 <i>GREASE WF (EP) 2</i>	50 kg	2225.00	333.75	2558.75
			15 kg	690.00	103.50	793.50
11	Super two stroke oil	API TC <i>RISON POWER 2T</i>	20L	720.00	108.00	828.00
			5L	183.00	27.45	210.45
12	Cutter bar lube	Grade 150 <i>CHAIN POWER 150</i>	20L	720.00	108.00	828.00
			5L	183.75	27.96	211.71
13	Brake fluid	DOT 4; 2600C minimum <i>BRAKE POWER DOT 4</i>	5L	223.50	33.53	257.03
			500 ml	24.50	3.68	28.18
14	Degreasing fluid	Water based <i>DEGREASER WB</i>	20L	610.00	91.50	701.50
15	Antifreeze	SABS 1251 <i>RADIATOR POWER</i>	210L	7560.00	1134.00	8694.00
16	Tar/Bitumen removal	Water based	20L		<i>NO OFFER</i>	
17	Paraffin	No standard specification	210L		<i>NO OFFER</i>	

Cape Winelands District Municipality
QUOTATIONS
 Opened at 11h00 on
01 DEC 2021
[Signature]
 Witness: *[Signature]*

H. ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Bidders offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the Conditions of Contract identified in the contract that is the subject of this agreement.

Deviations from and amendments to the documents listed in the Formal Written Price Quotation data and any addenda thereto as listed in the Formal Written Price Quotation schedules as well as any changes to the terms of the offer agreed by the bidder and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to, and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorized representative(s) of both parties.

The bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the bidder (now Service Provider) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

ACCEPTANCE (to be completed by the Cape Winelands District Municipality)	
Q 2021/085: SUPPLY AND DELIVERY OF OILS AND LUBRICANTS	
..... Mr. F. van Eck Executive Director: Technical Services 15/12/2021 Date
..... Me. E Niemand Witness 15/12/2021 Date



J. DECLARATION OF INTEREST – MBD 4 B

(On behalf of the company and its directors/ members/ trustee's/ principle shareholders²)

1. No bid/database registration will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid/database registration. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid/database registration in respect of owners/shareholders² of the company.

3.1	Full Name of bidder or his or her representative	K. SUTRAM RAI
3.2	Identity Number (person submitting this declaration)	S311155133081
3.3	Position occupied in the Company (official/director/trustee/s shareholder ²):	TENDER ADMINISTRATOR
3.4	Company Registration Number	2018 / 464712 / 07
3.5	Tax Reference Number	9013241204
3.6	VAT Registration Number	4950177719
3.7	The names of all directors/ members/ trustee's/ principle shareholders, their individual identity numbers, personal tax reference numbers and state employee numbers must be indicated in paragraph 4 below	

3.8	Are you or any director/ member/ trustee/ principle shareholder presently in the service of the state?	Yes	No
3.8.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.9	Have you or any director/ member/ trustee/ principle shareholder been in the service of the state for the past twelve months?	Yes	No
3.9.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.10	Do you or any director/ member/ trustee/ principle shareholder have any relationship (family, friend, other) with persons in the service of the state and/or who may be involved with the evaluation and/or adjudication of this or any other prospective bid?	Yes	No
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3.10.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:	N/A		
Organ of State:		Position:	

3.11	Are you aware of any relationship (family, friend, other) between you or any director/ member/ trustee/ principle shareholder and any persons in the service of the state who may be involved with the evaluation and/or adjudication of this or any other prospective bid?	Yes	No
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3.11.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:	N/A		
Organ of State:		Position:	

3.12	Is any spouse, child or parent of the company's directors/ members/ trustees/ principle shareholders or stakeholders in the service of the state?	Yes	No
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3.12.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
SA ID Number:	6112100188082	Relation:	SPOUSE
Surname:	AWONDE	Persal No:	10971882
Full Names:	NAOIRA		
Organ of State:	DEPT OF EDUCATION KZN	Position:	EDUCATOR

3.13	Do you or any director/ member/ trustee/ principle shareholder/ stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.	Yes	No
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3.13.1	If yes, furnish particulars.		
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3.14	Is the supplier or any director/ member/ trustee/ principle shareholder listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?	Yes	No
------	--	----------------	----

3.14.1	If yes, furnish particulars.		
--------	---	--	--

3.15	Is the supplier or any director/ member/ trustee/ principle shareholder listed on the Register for Quotations Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	Yes	No
3.15.1	If yes, furnish particulars.	N/A	
3.16	Was the supplier or any director/ member/ trustee/ principle shareholder convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
3.16.1	If yes, furnish particulars.	N/A	
3.17	Does the supplier or any director/ member/ trustee/ principle shareholder owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
3.17.1	If yes, furnish particulars. The municipality may not do business with individuals/businesses, including that of all the owners/partners/members/directors, whose municipal rates and taxes and/or service charges are in arrears for more than three (3) months unless arrangements have been made with the municipality to settle such arrears. Refer to SCM Regulation 38(d). (Certified copies of your <i>most current</i> accounts/statements and/or proof of any arrangement to be submitted <i>every three</i> months – provide individual information in the schedule under par. 4.	N/A	
3.18	Was any contract between the supplier and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
3.18.1	If yes, furnish particulars.	N/A	

4	MFMA Circular No 62 of July 2013 require bidders to submit the names of their directors/ trustees/ shareholders, their individual identity numbers, personal tax reference numbers and employee numbers of those who are in the service of the state as defined in the Municipal Supply Chain Management Regulations as part of their bid submissions. A <u>shareholder</u> is defined as a person who <u>owns shares in the company and is actively involved in the management of the company or business, and exercises control over the company.</u>	Full name of directors / trustees / shareholders	Identity Number	% Share-holding in company	Personal Tax Reference Number	State Employee Number (Persal)	Municipal rates & services account numbers (3.17.1) <i>Municipal clearance or most recent service account must be attached as evidence</i>
1		KRISHNA ANDHAR	4811305155083	50	0048604037	N/A	209825636
2		USHA ANDHAR	6205275151088	50	3011091202	N/A	80721750047
3							
4							
5							
6							
7							
8							
9							
10							



I, the under signed, certify that the information furnished on this declaration form is true and correct. I accept that my/my company's bid/registration may be rejected and in addition to the rejection that action may be taken against me/ my company should this declaration prove to be false.

Signature

Date

TENOR ADMINISTRATOR
Capacity of Signatory

Piston Power Chemicals (Pty) Ltd.
Name of Bidder/Company/CC Name

MANDATORY SECTION: THIS DECLARATION WILL NOT BE ACCEPTED IF NOT CERTIFIED:

- ¹ MSCM Regulations: "in the service of the state" means to be –
- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
 - (b) a member of the board of directors of any municipal entity;
 - (c) an official of any municipality or municipal entity;
 - (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
 - (e) a member of the accounting authority of any national or provincial public entity; or
 - (f) an employee of Parliament or a provincial legislature.

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

Commissioner of Oaths

Signed and sworn to before me at *Wentworth*

on this the *30* day of *November* 20 *21* by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of Oaths *August Nene*

Position: *SGI*

Address *118 Anterale Drive*
SARS Wentworth, 4022.

Tel: *031 4516240.*

Apply official stamp of authority on this page

SOUTH AFRICAN POLICE SERVICE

SCM HEAD

30 NOV 2021

WENTWORTH

SOUTH AFRICAN POLICE SERVICE

This document is compulsory, in terms of Regulation 44 of the Supply Chain Management Regulations, to do business with any municipality – If not endorsed by a Commissioner of Oaths, or failure to submit it, will disqualify your business from the acquisition process. (Must be submitted annually)

[Signature]

K. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

Q 2021/085 - SUPPLY AND DELIVERY OF OILS
AND LUBRICANTS
(Bid Number and Description)

in response to the invitation for the bid made by: CAPE WINELANDS DISTRICT MUNICIPALITY do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: Piston Power Chemicals (PTY) LTD that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;



5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) Has been requested to submit a bid in response to this bid invitation;
 - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) Prices;
 - (b) Geographical area where product or service will be rendered (market allocation)
 - (c) Methods, factors or formulas used to calculate prices;
 - (d) The intention or decision to submit or not to submit, a bid;
 - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) Bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.



.....
Signature

30-11-2021

.....
Date

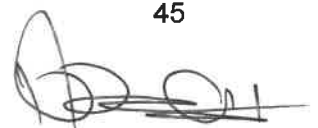
TENDER ADMINISTRATOR

.....
Position

Piston Power Chemicals (Pvt) Ltd

.....
Name of Bidder

³ 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.



B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

6. BID DECLARATION

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

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

7.1 B-BBEE Status Level of Contributor: **1** =**20**.....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

8. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

8.1.1 If yes, indicate:

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------
- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
Black people	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm: VISTON POWER CHEMICALS (PTY) LTD

9.2 VAT registration number: 4950177719

9.3 Company registration number: 2018/464712/07

9.4 **TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

MANUFACTURER & RESEARCHERS OF
OILS AND GREASES.

9.6 **COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 **MUNICIPAL INFORMATION**

Municipality where business is situated: ETHEKWINI

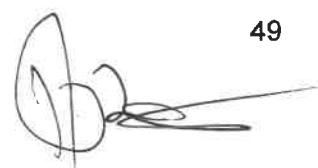
Registered Account Number: LEASED.

Stand Number: N/A

9.8 Total number of years the company/firm has been in business: 23

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;



- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1. *Shabazz*

2. *raiden*

[Signature]

SIGNATURE(S) OF BIDDERS(S)

DATE: *20-11-2021*

ADDRESS: *316 BAUFUR ROAD*
JACOBS
4032


[Signature]

M. CONTRACT FORM – PURCHASE OF GOODS/WORKS OR RENDERING OF SERVICES (MBD 7.1 or 7.2)

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) CARE WINDLANDS P. M. in accordance with the requirements and specifications stipulated in bid number 02021/085 at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfillment of all conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

Name Kenny RAI
 Capacity Tender Administrator
 Signature 
 Company name Piston Power Chemicals (Pty) Ltd.
 Date 20-11-2021
 Witness 1 B. Lontek Date 20-11-2021
 Witness 2 naide Date 20-11-2021

PART 2 (TO BE FILLED IN BY THE PURCHASER)




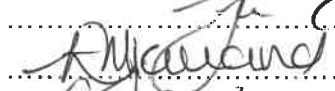
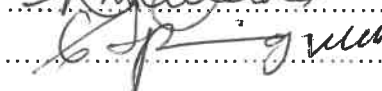
Q 2021/085
SUPPLY AND DELIVERY OF OILS AND LUBRICANTS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I, **Francois van Eck** in my capacity as **Executive Director Technical Services** accept your bid under reference number **Q 2021/085** dated **01/12/2021** or the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

Awarded to: **Piston Power Chemicals (Pty) Ltd**
Prices (VAT included): **Various**
Brand: **Not applicable**
Delivery period: **01 July 2021 to 30 June 2022**
BBBEE status level: **1**
Local content and production: **Not applicable**

4. I confirm that I am duly authorized to sign this contract.

Signed at: **Stellenbosch**
Date: 15/12/2021
Name (Print) **Francois van Eck**
Signature 
Witness 1  Date 15/12/2021
Witness 2  Date 15/12/2021

N. MUNICIPAL RATES AND SERVICES

Names of Directors / Partners	Physical residential address of the Directors / Partners	Municipal Account Number	Name of Municipality
KRISHNA ANAND	7507 KNIGHTS BRIDGE	209825626	CITY OF CAPE TOWN
	CONKUR CITY		
	CAPE TOWN		
USUSH ANAND	S SEATIDES DRIVE	80721750047	ETHEKWINI
	SEATIDES		
	TONGAT		

NB: Please attach certified copy/copies of the Municipal Account(s)

DECLARATION:

I, the undersigned (name) KENNY RAI
 Certify that the information furnished above is correct. I accept that the state may act against me should this declaration prove to be false.


 Signature

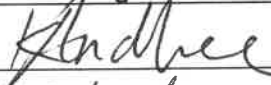

30-11-2021
 Date

TENDER ADMINISTRATOR
 Position

Piston Power Chemicals (Pty) Ltd
 Name of Bidder

O. AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr/Mrs Kenny RAI
 acting in his/her capacity as TENDER ADMINISTRATOR
 of the business trading as PISTAN POWER CHEMICALS (PVT) LTD.
 to sign all documentation in connection with Quotation Q2021/085

Name of members / directors	Signature	Date
KRISHNA ANAND		30-11-2021
USUSH ANAND		30-11-2021

Note: If bidders attached a copy of their Authorized Signatory it is not necessary to complete this form.



P. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT (SCM) PRACTICES (MBD 8)

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - Abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - Been convicted of fraud or corruption during the past five years;
 - Willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - Been listed in the Register of Quotation Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No12 of 2004)
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.


Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>		✓
4.1.1	<p>If so, furnish particulars:</p> <p style="text-align: center;">N/A</p>		
4.2	<p>Is the bidder or any of its directors listed on the Register for Quotation Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Quotation Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>		✓
4.2.1	<p>If so, furnish particulars:</p> <p style="text-align: center;">N/A</p>		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>		✓
4.3.1	<p>If so, furnish particulars:</p> <p style="text-align: center;">N/A</p>		
4.4	<p>Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?</p>		✓

4.2.1	If so, furnish particulars:	
4.3	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/> <input checked="" type="checkbox"/>
4.3.1	If so, furnish particulars:	

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) Kenny RA CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.


.....
Signature

30-11-2021
.....
Date

Tender Administrator
.....
Position

Piston Power Chemicals (Pvt) Ltd
.....
Name of Bidder

Q. CREDIT ORDER INSTRUCTION

It is the policy of the Cape Winelands District Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.

DETAILS OF FIRM/INSTITUTION

Name	RISTON POWER CHEMICALS
	(PTY) LTD

DETAILS OF MY/OUR BANK ACCOUNT ARE AS FOLLOWS:

NAME OF BANK	NEDBANK
NAME OF BRANCH	CITY VIEW
BRANCH CODE	131426
ACCOUNT NUMBER	1314052772
TYPE OF ACCOUNT	<input type="checkbox"/> 1 = Cheque <input checked="" type="checkbox"/> <input type="checkbox"/> 2 = Savings

I/we hereby request and authorise the Cape Winelands district municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account.

I/we understand that a payment advice will be supplied by the Cape Winelands District municipality in the normal way that will indicate the date on which funds will be available in my/our bank account and details of payment.

I/we further undertake to inform the Cape Winelands District municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days' notice by prepaid registered post.

K RAI
 INITIALS AND SURNAME:
U. ANDHELE

[Signature]
 AUTHORIZED SIGNATURE: DATE: 30-11-2021
 FOR BANK USE ONLY

031-4686825
 TELEPHONE NUMBER:

I/we hereby certify that the details of our clients bank account as indicated on the credit order instruction is correct:

[Signature]
 AUTHORIZED SIGNATURE

Nedbank Limited
 Reg No. 1951/000009/06
 OFFICIAL DATE
 STAMP
 2021-11-30
 T5 (309)
 16-99-45

FOR FULL SUPPLIER ACCREDITATION, ALL PARTS MUST BE COMPLETED AND SIGNED:

[Signature]

R. COMPULSORY DOCUMENTATION / CHECKLIST

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

Form G - Form of offer Is the form duly completed and signed?	Yes	✓	No	
Form J – Declaration of Interest (MBD4) Is the personal declaration from each and every owner / member / director duly completed, certified and signed?	Yes	✓	No	
Form K – Certificate of Independent Bid Determination (MBD 9) Is the form duly completed and signed?	Yes	✓	No	
Form L – Preference Points Claim – (MBD 6.1) Is the form duly completed and signed?	Yes	✓	No	
Form M - Contract Form Is the form duly completed and signed?		✓		
Form N – Municipal Rates and services Is a certified copy of the bidder's and those of its director's municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date attached?	Yes	✓	No	
Form O– Authority for Signatory Is the form duly completed and is a certified copy of the resolution attached?	Yes	✓	No	
Form P – Declaration of Past Supply Chain Practices (MBD 8) Is the form duly completed and signed?	Yes	✓	No	
Tax Compliance Status Is your unique personal identification number (pin) issued by SARS attached?	Yes	✓	No	

Additional documents applicable to this specific quotation: Failure to submit this documentation shall lead to disqualification)

Company profile Is a company profile attached?	Yes	✓	No	
--	-----	---	----	--

Failure to submit the following certificate will not lead to disqualification, but the tenderer will score 0 points for B-BBEE during the evaluation of tender offers.

B-BBEE Certificate Is a certified copy of the B-BBEE or Original certificate attached?	Yes	✓	No	
--	-----	---	----	--

I, Kenneth RAI confirm that all compulsory documents for this tender is duly completed, signed and attached to this document.

Signature: [Signature]

Date: 2011-2021

[Signature] 68



CSD REGISTRATION SUMMARY REPORT

SUPPLIER IDENTIFICATION

Supplier number	MAAA0004419	Business status	In Business
Is supplier active?	Yes	Country of origin	South Africa
Allow associates?	Yes	South African company/CC registration number	2018/464712/07
Supplier type	CIPC Company	Have Bank Account	Yes
Supplier sub-type	Private Company (Pty)(Ltd)	Registration date	28 Aug 2018 00:00:00:000
Legal name	PISTON POWER CHEMICALS	Restricted Supplier	No
Identification type	South African Company/Close Corporation Registration Number	Restriction Last Verification Date	03 Nov 2021 13:08:34:013
Government breakdown	Private Companies (Pty) (Ltd)		

PREFERRED CONTACT

Contact type	Bid Office	Email address	ujesh@pistonpower.co.za
Name(s)	Ujush Andhee	Telephone number	031 468 6825
Identification type	South African Identification Number	Cellphone number	082 202 3871
Prefer communication via email	Yes	Fax number	031 468 6826

PREFERRED ADDRESS

Address type	Physical	Municipality	eThekweni
Address line 1	316 BALFOUR ROAD	City	Durban
Address line 2	JACOBS	Postal code	4052
Suburb	Bluff	Country	South Africa
Province	KwaZulu-Natal		

PREFERRED ACCOUNT

Account type	Current Accounts	Account holder	PISTON POWER CHEMICALS (PTY) LTD
Bank	NEDBANK LIMITED	Bank Verification Status	Verification Succeeded
Branch number	198765	Is this a preferred account?	Yes
Branch name	NEDBANK SOUTH AFRICA	Edit date	11 Sep 2018 16:00:01:477
Account number	1314052772	Is the identifier linked at the bank	Yes

TAX

Overall Tax Status	Tax Compliant	PAYE number	7710739295
IncomeTaxNumber	9013241204	Is this supplier a VAT vendor?	Yes
VAT number	4950177719	Last validation date	03 Nov 2021 13:09:00:000



CSD REGISTRATION SUMMARY REPORT

Tips and Frequently Asked Questions (FAQ)

Identifier

CSD cannot electronically verify the identity of a supplier other than a South African Individual / Sole Proprietor (through Home Affairs) or a company registered at the Companies and Intellectual Property Commission (CIPC). For this reason, a disclaimer is displayed for supply chain practitioners to obtain supporting documentation to verify the identity and legitimacy of a supplier in these cases.

Bank

For help on how to resolve bank failures click here: [I received an email stating the bank information I captured on the CSD was sent for bank account validation and could not be validated. The response received from the bank contains an error message.](#)
The various possible error messages received from the bank are highlighted in red. Search for the applicable message and follow the detailed steps associated with that error message.

Tax

Tax Compliance Status

For help on how to deal with tax status differences between CSD and the tax clearance certificate click here: [What should a supplier do if the tax status on CSD difference from the tax clearance certificate?](#)

Tax Compliance Expiry Date

For help on how to deal with tax status differences between CSD and the tax clearance certificate click here: [How does CSD determine the tax compliance expiry date?](#)

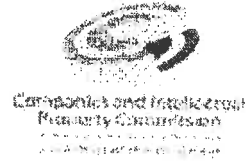
CIPC

Should the director/member information reflected on the CIPC registration report differs to that reflected on CSD for help click here: [The active Directors/Members are not being populated on the CSD Directors/Members screen as they appear at CIPC, how can I rectify this?](#)

State Employee

For more information pertaining to government employment status click here: [Will there be verification done to identify if a supplier is a government employee?](#)





**COMPANIES AND INTELLECTUAL PROPERTY COMMISSION
REPUBLIC OF SOUTH AFRICA**

CoR18.3 - Registration Certificate

Issue date: 28/08/2018
Print date: 28/08/2018
Customer code: CESEHT
Tracking number: 111735680

Concerning:

**Conversion of 'PISTON POWER CHEMICALS CC' 1998/050507/23 to
'PISTON POWER CHEMICALS (PTY) LTD' 2018/464712/07.**

The above named Company has been converted from a Close Corporation in terms of Schedule 2 of the Companies Act, 2008, with effect from the date 28/08/2018 of this certificate.

The Company's name as shown above, has been altered by the Commission to comply with the requirements of Section 14 (3) of the Companies Act, 2008, and otherwise appears to be acceptable in terms of the Act.

Commissioner: CIPC

ESE

About this certificate

This Certificate is issued in terms of Schedule 2 of the Companies Act, 2008, and Regulation 18 of the Companies Regulations, 2011.

If the Commission has issued a Notice of a Potentially Contested Name in conjunction with the certificate, the company must serve that notice on each person identified in the Notice, and any such person has the right to challenge the use of the name, by the company.

The Companies and Intellectual Property Commission of South Africa

P.O. Box 429, Pretoria, 0001, Republic of South Africa

Docex 256, Pretoria

Contact centre 086 100 2472

www.cipc.co.za



COR39

**Certificate issued by the Companies and Intellectual Property
Commission on Wednesday, December 05, 2018 02:01
Certificate of Confirmation**



**Companies and Intellectual
Property Commission**
A member of the SAG Group

Registration number	2018 / 464712 / 07
Enterprise Name	PISTON POWER CHEMICALS (PTY) LTD
Enterprise Shortened Name	None provided.
Enterprise Translated Name	None provided.
Registration Date	28/08/2018
Business Start Date	28/08/2018
Enterprise Type	Private Company
Enterprise Status	In Business
Financial year end	February
Main Business/Main Object	NO RESTRICTION OF PRINCIPAL BUSINESS
Postal address	P O BOX 37292 OVERPORT 4067
Address of registered office	5 SEATIDES DRIVE SEATIDES 4405



The Companies and Intellectual Property Commission
of South Africa
P.O. BOX 428, PRETORIA, 0001, Republic of South Africa Docex 256, PRETORIA.
Call Centre Tel 086 100 2472, Website www.cipc.co.za



COR39

**Certificate issued by the Companies and Intellectual Property Commission on Wednesday, December 05, 2018 02:01
Certificate of Confirmation**



Companies and Intellectual
Property Commission
a member of the dti group

Registration number **2018/464712/07**
Enterprise Name **PISTON POWER CHEMICALS (PTY) LTD**

Name
Postal Address

Active Directors / Officers

Surname and first names	ID number or date of birth	Director type	Appoint-ment date	Addresses
ANDHEE, UJUSH	6205275157088	Director	28/08/2018	Postal: 5 SEATIDES DRIVE, DESAINAGAR, DESAINAGAR, KWA-ZULU NATAL, 4405 Residential: 5 SEATIDES DRIVE, DESAINAGAR, DESAINAGAR, KWA-ZULU NATAL, 4405
ANDHEE, KRISHNA	4811305155083	Director	28/08/2018	Postal: 6 RUBY CLOSE, PELICAN PARK, PELICAN PARK, WESTERN CAPE, 7941 Residential: 6 RUBY CLOSE, PELICAN PARK, PELICAN PARK, WESTERN CAPE, 7941



The Companies and Intellectual Property Commission
of South Africa
P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 256, PRETORIA.
Call Centre Tel 086 100 2472, Website www.cipc.co.za





labour

Department:
Labour
REPUBLIC OF SOUTH AFRICA



2020029614

CALL CENTER NO: 0860 105 350

REG NO : 990000258550
FAX NO : 0123456789
ISSUE DATE : 2021-05-04
CERTIFICATE NO : 2020029614

PISTON POWER CHEMICALS PTY LTD
PO BOX 90
DURBAN

LETTER OF GOOD STANDING

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT 130 of 1993 (AS AMENDED).

With reference to sections 80, 82, 86 and 89 of Compensation for Occupational Injuries and Diseases Act 130 of 1993 (As amended), I hereby certify that:

PISTON POWER CHEMICALS PTY LTD

has complied with the requirement of the above Act and is at present in good standing with the Compensation Fund.

Nature of business :AUTOMOTIVE & INDUSTRIAL LUBRICANTS MNFR

Expiry date :2022-04-30

IMPORTANT NOTICE:

Any fraudulently obtained Letter of Good Standing shall constitute a criminal offence.

The Compensation Commissioner shall institute criminal proceedings against any perpetrators who unlawfully alter or deface this letter with intend to defraud or misrepresent facts contained therein.

PLEASE, use the Below link (Website Address) to check if the Letter of Good Standing is valid:

<https://cfonline.labour.gov.za/VerifyLOGS>

Yours faithfully

COMPENSATION COMMISSIONER

W.As. 48

Compensation House, Cnr Hamilton and Soutpansberg Road, PO Box 955, Pretoria, 0001 Fax:(012)357-1817 Website:<http://www.labour.gov.za>



Compensation Fund
Working Together

AGREEMENT OF LEASE

THE SCHEDULE

			Annexure "A" Reference
1	THE LANDLORD	Noeve Property Investments (Pty) Ltd	
2	THE TENANT	Piston Power Chemicals (Pty) Ltd	
3	THE LEASED PREMISES	316 Balfour Road, Jacobs, Durban	
4	THE INITIAL PERIOD	01.01.2020 to 31.12.2024	I
5	BASIC MONTHLY RENTAL DURING INITIAL PERIOD	From 01.01.2020 to 31.12.2020 R64 464-00 plus VAT From 01.01.2021 to 31.12.2021 R69 298-80 plus VAT From 01.01.2022 to 31.12.2022 R74 496-21 plus VAT From 01.01.2023 to 31.12.2023 R80 083.43 plus VAT From 01.01.2024 to 31.12.2024 R86 089.69 plus VAT	
6	THE RENEWAL PERIOD	From 01.01.2025 to 31.12.2029	II
7	RENTAL DURING RENEWAL PERIOD	R92 547.00 plus VAT per month	II
8	DEPOSIT	One month's rental R74 133.60 (inclusive of Vat)	XVII I
9	DUE DATE FOR PAYMENT OF RENTAL	The first day of the month	
10	TENANT'S PROPORTIONATE SHARE OF RATES AND OTHER COSTS	Electricity and Water will be charged as per the meter readings.	III
11	USE OF PREMISES	Manufacture of automotive, industrial and agricultural lubricants.	
12	NAME AND ADDRESS OF LANDLORD FOR THE PAYMENT OF RENTAL	Noeve Property Investments (Pty) Ltd P O Box 25 Durban 4000	
13	ADDITIONAL CONDITIONS		
14	GUARANTOR/S FOR TENANT		XIX
15	The LANDLORD and the TENANT enter into an agreement of Lease in respect of the LEASED PREMISES on the terms and conditions set out in this schedule in ANNEXURE "A" hereto and, if applicable, in ANNEXURE "B" hereto. The GUARANTORS bind themselves to the guarantee in clause XIX of ANNEXURE "A" hereto.		

ANNEXURE "A"

I. INITIAL PERIOD

This lease is for the INITIAL PERIOD recorded in Clause 4 of the SCHEDULE.

II. RENEWAL

Provided the TENANT shall have faithfully carried out and performed all the terms, conditions and stipulations herein, the LANDLORD hereby grants to the TENANT an option to renew this lease for the RENEWAL PERIOD referred to in Clause 6 of the SCHEDULE at a new basic monthly rental to be agreed upon or determined as hereinafter provided and otherwise on the same terms and conditions as are contained in this lease, save that there shall be no further right of renewal.

The TENANT shall give the LANDLORD written notice of its intention to exercise this option of renewal not later than SIX (6) CALENDAR MONTHS prior to the expiry of the INITIAL PERIOD of this lease. If the TENANT does not give notice by then, this option of renewal shall lapse.

The new basic monthly rental payable by the TENANT for such renewal period, shall be the following:

- A. for the first year of the RENEWAL PERIOD the basic monthly rental shall be agreed upon between the parties by not later than THREE (3) CALENDAR MONTHS prior to the expiry of the INITIAL PERIOD of this lease and, failing agreement by them, shall be determined in the manner provided for in sub-clause C. The basic monthly rental whether agreed upon or determined in the manner provided for in sub-clause C shall be the then market related rental but shall not be less than the basic monthly rental payable during the last month of the INITIAL PERIOD of this lease, plus SEVEN AND HALF PER CENTUM (7.5%);
- B. at the commencement of each succeeding year during the RENEWAL PERIOD, the basic monthly rental payable during each such year shall be increased by a constant percentage over and above the basic monthly rental payable during the previous year (that is, that constant percentage per annum compounded). Such constant percentage shall be agreed upon by the parties by not later than THREE (3) CALENDAR MONTHS prior to the expiry of the INITIAL PERIOD of this lease and, failing agreement by them, shall be determined in the manner provided for in sub-clause C. The constant percentage whether agreed upon or determined in the manner provided for in sub-clause C shall not be less than SEVEN AND HALF PER CENTUM (7.5%) per annum;
- C. if no agreement is reached pursuant to the provisions of sub-clauses A or B, the basic monthly rental payable for the first year of the RENEWAL PERIOD (subject to the minimum provided for in sub-clause A, and/or the percentage escalation rate (subject to the minimum provided for in sub-clause B shall be determined by an estate agent agreed upon between the LANDLORD and the TENANT and failing agreement as to such estate agent within FOURTEEN (14) DAYS of the expiry of the THREE CALENDAR MONTHS referred to in II.B, as determined by an estate agent appointed by the President for the time being of the Institute of Estate Agents who shall make such appointment at the request of either of the parties;
- D. in the event of the rental not being either agreed upon or determined by the commencement of the RENEWAL PERIOD then the TENANT shall pay the minimum monthly rental provided for herein until same has been agreed upon or determined, as the case may be, and thereupon the TENANT shall pay any shortfall. The TENANT shall, in addition, be liable to pay interest on the

amount of each month's shortfall from the due date of payment of that month's rental to the actual date of payment at 2% above the prime overdraft rate per annum charged by the LANDLORD's bankers from time to time during that period.

III. INCREASES IN RATES AND OPERATING COSTS

A. LANDLORD'S RIGHT TO RECOVER FROM TENANT

If at any time during the currency of this lease :

1. the amount of rates on the LAND and/or the BUILDING is increased over and above the amount payable for the Municipal year ending 30 June 2020; and/or
2. any new tax or levy is imposed in respect of the LEASED PREMISES or the LAND or the BUILDING or the RENTAL; and/or
3. there is an increase in the insurance premiums payable by the LANDLORD over and above those applicable to the insurance year ending 31 December 2019 or any expense relating to any service contract for cleaning services or security services not being incurred at the date of commencement of the lease and are subsequently incurred

then the LANDLORD shall be entitled to recover such charge or charges from the TENANT from time to time with effect from the date on which such increase or new tax or levy or new expense, as the case may be, becomes effective:

- a. the amount in question if it relates exclusively to the LEASED PREMISES;
- b. where the amount in question does not relate exclusively to the LEASED PREMISES the TENANT'S PROPORTIONATE SHARE of the amount in question.
- c. In respect of any period of this lease which does not coincide with the applicable period over which the charges referred to in this Sub-Clause A. are levied, the TENANT shall pay a pro rata share of the increases, or new tax, or new levy, or new expense.

B. PAYMENT OF INCREASES

Any amount due by the TENANT to the LANDLORD in terms of Sub-Clause A shall, at the election of the LANDLORD, be payable:

1. within such period as may be stipulated for by the LANDLORD which period shall not be less than SEVEN (7) DAYS after the delivery to the TENANT of a written notice advising the TENANT thereof; or
2. by one twelfth share of the amount due by the TENANT being added to the monthly BASIC RENTAL payable by the TENANT.

C. DISPUTES

Should the TENANT dispute in respect of any of the charges referred to in Sub-Clause A -

1. the date upon which same becomes effective; and/or
2. the amount of same; and/or
3. the amount of the additional rentals;

then that dispute shall be determined as experts and not as arbitrators by the LANDLORD's Auditors for the time being, whose decision shall be final and binding on all the parties.

D. DEFINITION OF PROPORTIONATE SHARE

The PROPORTIONATE SHARE referred to in Sub-Clause A shall be the application as recorded in Clause 10 of the SCHEDULE of one of the following definitions of that term, which shall be at the LANDLORD'S option :

1. Pro Rata to Rental

That proportion which the BASIC RENTAL payable by the TENANT bears to the total basic rental receivable by the LANDLORD from the BUILDING on the date upon which any increase or new tax or levy or new expense becomes effective on the basis of the BUILDING being fully let. Any unlet premises shall be brought into account at the LANDLORD's LETTING AGENTS' estimation of the rental value of same; or

2. Pro Rata to Area

that proportion which the area of the LEASED PREMISES bears to the total lettable area of the LAND; or

3. Predetermined Percentage

The predetermined percentage specified in Clause 10 of the SCHEDULE.

IV. UTILITY AND OTHER CHARGES

The TENANT shall be liable for and shall pay for :

- A. all electricity, power and water used on the LEASED PREMISES;
- B. any charges or amounts levied by or payable to the Local Authority or to any other competent authority in respect of drainage purification or treatment or removal of effluent or waste water from the LEASED PREMISES.
- C. rubbish removal charges and/or any special refuse removal charges levied by or payable to the Local Authority or to any other competent authority;
- D. any other utility or service or encroachment charges which may be levied on the PROPERTY by the Local Authority or any other competent authority.

Should any amounts payable in terms of A, B, C or D above :

- 1. be levied or assessed by separate meter or separate sub-meter or separate account in respect of the LEASED PREMISES only, then the liability of the TENANT shall be to pay the amount so levied or assessed and the TENANT, if called upon to do so, shall exhibit to the LANDLORD the receipts in respect thereof;
- 2. not be levied or assessed by separate meter or separate sub-meter or separate account in respect of the LEASED PREMISES only, then the amount for which the TENANT shall be liable in terms of this Clause shall be an equitable share of the amount levied, for such charge in respect of the whole BUILDING to be determined by the LANDLORD's AUDITORS; and a certificate from the LANDLORD's AUDITORS certifying the amount payable by the TENANT shall be conclusive proof of the amount payable by the TENANT.

Should the TENANT fail to pay the charges for electricity or any other amount due in terms of this lease within SEVEN (7) DAYS of written demand, then, without prejudice to any other rights it may have, the LANDLORD shall be entitled to terminate the supply of electric current to the LEASED PREMISES.

V. TENANT'S RIGHTS AND OBLIGATIONS



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Civic Centre
12 Hertzog Boulevard 8001
PO Box 655 Cape Town 8000
VAT registration number
4500193497

Tax invoice number	270007333595
Customer VAT registration number	
Account number	209825636
Distribution code	
Business partner number	1001876276



MR K ANDHEE
TOWERS 507 KNIGHTSBRIDGE
CENTURY CITY
7441

Computer generated copy tax invoice

Tel: 086 010 3089 - Fax: 086 201 1017
Tel: International calls +27 21 401 4701
E-mail : accounts@capetown.gov.za
Correspondence: Director : Revenue, P O Box 655,
Cape Town 8000
Web address:www.capetown.gov.za

Account summary as at 02/11/2021		Due date	29/11/2021
At KNIGHTSBRIDGE, BUILDING NO 1, Unit 35, 8 ESPLANADE ROAD, CENTURY CITY / Erf			
Previous account balance			1809.00
Less payments (27/10/2021)	Thank you		1809.00-
(a)			0.00
Latest account - see overleaf			1869.30
Current amount due (b)	Payable by 29/11/2021		1869.30
	Total (a) + (b)		1869.30
Total (a) + (b) above		1869.30	
Total liability		1869.30	

THINK WATER
CARE A LITTLE. SAVE A LOT.
www.capetown.gov.za/thinkwater

Please note:

1. Payment options

(a) Debit orders: Call 0860 103 089 or visit a Customer Service Centre. (b) Internet payments: Visit www.Easypay.co.za.
(c) Electronic payments (EFT): Select the City of Cape Town as a bank-listed beneficiary on your bank's website. Use only your nine-digit municipal account number as reference.
(d) Direct deposit at Nedbank: Please present your account number 209825636 to the bank teller. (e) Cash, debit card, credit card and other: Please present your account to the cashier.

2. Where the City incurs bank costs on any mode of payment, the City will recover such cost on the portion of the amount above R7000.00 per transaction per account number. The City absorbs such costs in respect of a single payment of R7000.00 and below.

3. Interest will be charged on all amounts still outstanding after the due date.

4. You may not withhold payment, even if you have submitted a query to the City concerning this account.

5. Failure to pay could result in:

(a) The City recovering debt overdue on the purchasing of pre-paid electricity,

(b) your water and/or electricity supply being disconnected/restricted. Immediate reconnection of the supply after payment cannot be guaranteed.

A disconnection fee will be charged and your deposit amount might be increased.

Pay points: City of Cape Town cash offices or the vendors below:



MR K ANDHEE



>>>> 915552098256368

Account number	209825636
Total due if not paid in cash	1869.30
Amount due if paid in cash	1869.30
Rounded down amount carried forward to next invoice	0.00

Tax Invoice

Tax Invoice No. : 8072175004721/10/01

U ANDHEE
5 SEATIDE DRIVE
SEATIDES
4399

**THE METRO BILL
REVENUE DEPARTMENT**
PO Box 828, Durban, 4000
Tel: (031)324 5000
http://correspondence.durban.gov.za:200/
Web: www.durban.gov.za
Council VAT Registration No.: 488 019 3505



Post Office Allocation code 0018



80721750047

pay@ 1 1350 0807 2175 0047
your payment partner



Your Bill Details

Date	Account Number	VAT Number	Guarantee (R)	Deposit (R)
2021/10/16	80721750047	N/A	0.00	151.42

Reference	Details	Amount (R)
	Balance brought forward	2,785.92
2021/09/25-ND	Payment - Thank you (D/Delay "02")	1,785.92Cr
2021/10/01 DD	Direct debit payment - Thank you	1,000.00Cr
	Sub-total	0.00
	Current month's charges (from detailed invoices)	2,499.75
	VAT	374.96
	Total current month's charges	2,874.71
	Total	2,874.71

Direct debit limit exceeded, R 1874.71 is payable by 2021/11/13. Direct debit of R 1000.00 payable on 2021/11/01.

Please register to receive Metro statements via e-mail. Follow <https://eservices.durban.gov.za/v2/>

eThekweni Municipality encourages all its citizens to reject violence and racism. Together, let's rebuild eThekweni.

All card payments exceeding R4500 per account per month will attract an administrative charge. Enquiries: General - Tel: 031 324 5000(07:30 to 16:30 Monday to Friday) and (07:30 to 11:30 Saturday) Rates Queries: 031 311 1111 / Water Queries: 080 131 3013 /Electricity Queries: 080 1313 1111 (Faults/outages/Street Lights, etc) ,Email: custocars@elec.durban.gov.za

Payment Methods:

- 1) Pay at Nedbank Branches by completing a Nedbank Deposit Slip to pay 'eThekweni Municipality' (bank account number is not required) OR
- 2) Pay electronically via your Banks payment platforms: Select the pre-defined Beneficiary (eThekweni Municipality) linked to Nedbank EFT Bank Account Number 1107821126 OR
- 3) Pay via SWIFT address NEDSZAJJ to Nedbank EFT Bank Account Number 1107821126.

NB: It is mandatory that you quote your Metro Bill account number in the reference field when submitting your payment.



Daimler AG · 70546 Stuttgart

Piston Power Chemicals cc
316 Balfour Road, Jacobs
DURBAN, 4052
REPUBLIC of SOUTHAFRICA

Telefon/Phone +49 7 11 17-	Telefax/Fax +49 7 11 17-	Hauspost-Code/ Internal Code
24801	59756	C651
Name E-Mail	Datum/Date	
Mrs. Fuchs	31.10.2019	

Ihr Zeichen, Ihre Nachricht vom/
Your reference

01.09.2019

Unser Zeichen, unsere Nachricht vom/
Our reference

RD/PMI-F-112837

Name
E-Mail

Mrs. Fuchs

Datum/Date

31.10.2019

MB-Approval Certificate

New Approval - Engine Oil - Reblend

MB-Approval 228.3 for: „Piston Power SHP (CI-4 Plus) 15W-40“

Oil-Code: PP1908001, SAE-Grade: 15W-40

Reblend to OS337926 with Oil-Code: OS337926

Upstream supplier: Lubrizol Limited

Dear Sir or Madam,

The aforementioned operating fluid complies with the requirements of the Mercedes-Benz Specifications for Operating Fluids, sheet 228.3 and is therefore approved for the respective Mercedes-Benz vehicles and assemblies. The application range is shown on the MB sheet and further defined on the sheet 223.2. Further requirements, e.g. SAE grades, capacities, change intervals etc. must also be observed.

The following regulations apply for the MB-Approval:

- The MB-Approval comes into force on the date shown on this certificate
- The MB-Approval will expire in 5 years at the latest
- The MB-Approval automatically terminates on expiry of the validity period at the latest
- The MB-Approval is only valid as long as the product name is listed in MB BeVo-ONLINE <http://bevo.mercedes-benz.com>
- Applications for renewals or new approvals etc. must be made in good time
- In addition, the regulations laid down in the current "Obligations Regarding Approval for Operating Fluids" contract apply.

A 2-liter back-up sample of each formulation, which can be called upon by Daimler AG at any given moment, must be retained for at least 3 years. We will inform you of the dispatch address.

Sincerely
Daimler AG

i.V. Johannes Leweux

i.V. Dr. Jochen Betsch

Company Name: PISTON POWER CHEMICALS
316 BALFOUR ROAD
Corporate Address: DURBAN, , 4405, South Africa
License Status: Active
License Number: 2415
Original License Issue Date: 13-Feb-2009
License Effective Date: 01-Apr-2021
License Expiration Date: 31-Mar-2022



BRAND NAME	SAE VISCOSITY GRADE	API SERVICE CATEGORY	CLASSIFICATION	ILSAC SPECIFICATION
PISTON POWER SHP	15W-40	CI-4/SL	CI-4 PLUS	
PISTON POWER SHP	15W-40	CI-4, CH-4/SL		
SYNPOWER C3DS	5W-30	SN		



Certificate of Registration

This is to certify that
Quality Management System
of

**PISTON POWER
CHEMICALS (PTY) LTD**

**316 Balfour Road, Jacobs,
KwaZulu-Natal, South Africa.**

complies with the requirements of

ISO 9001:2015

This certificate is valid concerning all activities related to:

**The Blending, Filling and Supply of Automotive,
Industrial and Agricultural Lubricants.**

ANZSIC Code: 1709

14832
Certificate No.

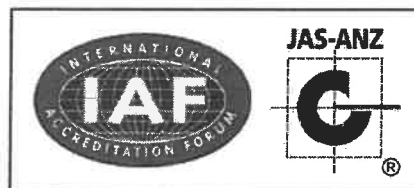
July 02, 2021
Date of this Certificate

May 21, 2022
*Next Audit Due Date

May 22, 2019
Date of Initial Registration

May 21, 2022
Certification Expiry Date


Managing Director/Director



TRANSPACIFIC CERTIFICATIONS LIMITED

Website : www.tclcertifications.com E-mail : info@tclcertifications.com
Accreditation by Joint Accreditation System of Australia and New Zealand (Accreditation No. S2640303IN)
4 Phipps Close, DEAKIN, ACT 2600, AUSTRALIA
<http://www.jas-anz.org/our-directory/certified-organisations>

This certificate is only valid if it is available/valid on TCL website at <http://tclcertifications.com/client-register/>.

The certificate of Registration remains the property of Transpacific Certifications Limited and shall be returned immediately upon request.
*In case if Surveillance/Recertification Audit is not allowed to be conducted on or before the specified date; the Certificate shall be Suspended/Withdrawn.

Tenders Awarded To Piston Power Chemicals cc						
State Department	Tender No.	Begin Date	End Date	Contact Person	Telephone	Estimate Value
National Treasury	RT 23-2011	01/04/2011	31/03/2013	Herman Hlongo	012 315 5849	R30m
Saldanha Bay Municipality	23/10	01/07/2010	30/06/2013	Mrs E Abdol	022 701 7086	R0.2m
Cape Wineland District Municipality	2012/453	01/07/2012	30/06/2014	Frankie	021 888 5264	R1.2m
City Of Tshwane	CB 181/2010	01/06/2011	31/05/2014	Daniels	012 358 5987	R3.0m
Nelson Mandela Bay Municipality	SCM 32	01/02/2012	31/01/2015	L.Tait	041 506 7331	R3.0m
Kouga Local Municipality	S13/2012	01/09/2012	31/08/2013	Mr E Felix	042 200 2242	R1.5m
Westonaria Local Municipality	T22/2012	01/11/2012	31/10/2015	Mr Ian Pretorius	011 278 3155	R1.5m
Mogale City Local Municipality	AS 01/2013	01/01/2013	31/12/2015	Mr Steven Senyelo	083 464 2877	R1.2 m
City Of Cape Town	94G/2012/13	01/07/2013	30/06/2015	Mr B.de Wet	021 400 3156	R0.3m
National Treasury	RT 23-2013	19/12/2013	30/12/2015	Carlo Raffanti	012 315 5849	R6.0m
JHB Metrobus	Tech 33/2013	01/07/2014	31/12/2014		011 403 4300	R0.05m
Overberg District Municipality	T01/01-2013/14	01/07/2014	30/06/2016	Ms D.Kapot-Witbooi	028 425 1157	R0.5m
Kouga Local Municipality	15/2014-S13/2014	01/07/2014	30/06/2015	Mr E Felix	042 200 2242	R0.5m
Berg River Municipality	8/311-2015	01/07/2014	30/06/2015	J.Engelbrecht	022 913 6000	R0.5m
West Coast District Municipality	WDM 17/2014	01/07/2014	30/06/2016	Mr M R Markus	022 433 8400	R1.0m
Endumeni Municipality	B03/2014-15	01/02/2015	31/01/2018	Mr Sunil Sonpal	034 212 2121	R1.0m
Kouga Local Municipality	14/2015S13/2015	01/08/2015	30/06/2017	Mr E Felix	042 200 2242	R1.5m
Drakenstein Municipality	PROC 10/2014	01/09/2015	30/08/2020	Mr FW Nieuwoudt	021 807 4701	R2.5m
Knysna Municipality	T 46 OF 2015	01/02/2016	31/01/2019	Mr Patric Classen	044 302 6362	R1.5m
Nelson Mandela Bay Municipality	SCM /15-140/G	04/11/2015	31/10/2018	L.Tait	041 506 7331	R3.0m
Saldanha Bay Municipality	31/2016	01/07/2016	30/06/2019	Gert Beneke	021 680 4666	R2.0m
National Treasury	RT 23-2016	01/11/2016	31/10/2018	Carlo Raffanti	012 315 5849	R6.0m
Cape Wineland District Municipality	T 2016/31	01/07/2015	30/06/2019	Dirk Theron	021 888 5264	R2.0m
Eden District Municipality	R/19/15-16	01/10/2016	30/06/2019	Melvin	044 803 1543	R2.0m
City Of Cape Town	63G/2015/16	03/02/2017	02/02/2020	Mr B.de Wet	021 400 3156	R1.2m
JHB Metrobus	Tech 01/2016	23/12/2016	23/12/2019	Felica Harper	011 768 1070	R4.0m
City Of Cape Town	344G/2016/17	06/12/2017	02/02/2020	Mr B.de Wet	021 400 3156	R0.5m
Kouga Local Municipality	S13/2017	01/12/2017	30/06/2020	Mr E Felix	042 200 2200	R2.0m
Cape Agulhas Municipality	SCM1/2018/19	01/07/2018	30/06/2021	Mr R.Sefoor	028 425 5500	R1.0m
Overberg District Municipality	T20-2017/18	01/07/2018	30/06/2020	Ms D.Kapot-Witbooi	028 425 1157	R0.5m
Overstrand Municipality	SC 1860/2018	01/07/2018	30/06/2021	Eric Botha	028 384 8349	R0.5m
West Coast District Municipality	WDM 08/2018	01/07/2018	30/06/2020	Mr M R Markus	022 433 8400	R1.5m
Saldanha Bay Municipality	SBM 42/18/19	01/07/2019	30/06/2022	Marius Smit	021 680 4666	R2.0m

Piston Power SHP (CI-4 Plus) 15W-40

Advanced High Performance Diesel Engine Oil

Piston Power SHP (CI-4+) 15W-40 is an advanced high performance diesel engine oil which meets the severe lubrication requirements of European , US and Japanese heavy duty, high speed turbo-charged diesel engines. It is formulated to provide a higher level of protection against soot-related viscosity increase and viscosity loss due to shear in diesel engines.

Applications

- Current and recent model high-speed, four stroke diesel engines (turbocharged or naturally aspirated) in the road transport, off road vehicles, construction industries and agricultural plant, burning high or low sulphur diesel.
- It is effective in engines designed to meet the latest European and American exhaust emission standards.
- By meeting the API SL specification it is also suitable for use in naturally aspirated and turbo-charged gasoline four stroke engines.

Performance Features

- Exceeds all major American, European and Japanese OEM and industry specifications
- Excellent performance with extended oil drain intervals on low immission engines.
- Combination of detergent and dispersant additives maintains power output by providing excellent control over ring and ring groove deposits which can effect engine operation. Multigrade viscosity allows for maximum lubricity in all areas of the engine.
- High oxidation stability, effective control over high temperature piston deposits, wear, corrosion, foaming and soot accumulation.
- Superior deaeration and anti foam characteristics for accurate operation of hydraulically actuated fuel injection system.

Performance Specifications

PP SHP (CI-4 Plus) 15W-40 oil is recommended for use where the following specifications apply:

- API CI-4 Plus/SL *
- ACEA E7(E5)/A3/B3/B4
- GLOBAL DHD-1
- JASO DH-1
- MB 228.3/ MB 229.1
- Volvo VDS-3
- MAN M 3275
- Renault Trucks RLD/RLD-2
- MTU/DDC Type 2
- Cummins CES 20071/72/76/77/78
- MACK EO-M Plus
- Caterpillar ECF-1
- Allison C-4
- Deutz DQC-III-05

* API Licensed – License no.2415

Typical Characteristics

SAE Viscosity Grade		15W-40
Kinematic Viscosity @ 40°C	cSt	100
Kinematic Viscosity @ 100°C	cSt	14.5
Viscosity Index		150
Pour Point	°C	-27
Flash Point (PMCC)	°C	207
TBN	mgKOH/gm	11.4
Sulphated Ash	% mass	1.5
Density @ 20°C	kg/l	0.885

Piston Power ATF-2D

Automatic Transmission Fluid

Piston Power ATF-2D is a Dexron 2D type automatic transmission fluid blended from mineral base oils and high quality multi-functional additives.

Applications

- **Automatic transmissions**
Suitable for the lubrication of automatic transmissions of passenger cars, commercial road vehicles and some off-highway equipment.
- **Power Steering and Hydraulic systems**
Suitable for use in power steering units, hydraulic systems of some vehicle and earth-moving equipment.
- **Manual gearboxes and front wheel drives**
Meets the requirements of some manual gearboxes and front wheel drive units, of certain passenger vehicles.

Performance Features

Anti-wear additives provide good load carrying property and protects against wear.

Performance Specifications

Meets the requirements of the following specifications:

- Dexron 2D
- Allison C-4
- Cat TO-2
- MB 236.7
- Man 339C
- Voith
- Renk
- ZF TE ML 09/11/14

Typical Characteristics

Kinematic Viscosity @ 40°C	cSt	36.7
Kinematic Viscosity @ 100°C	cSt	7.23
Viscosity Index		165
Pour Point	°C	-45
Flash Point (PMCC)	°C	196
Colour	Visual	Red
Density @ 20°C	kg/l	0.865

Piston Power HDS Oils

Quality Diesel Engine Oil

Piston Power HDS oils are quality engine oils formulated to provide lubrication of automotive naturally-aspirated diesel engines, turbocharged four-stroke diesel engines and petrol engines.

Applications

- Naturally-aspirated and turbocharged four-stroke, heavy-duty diesel engines in the road transport and construction industries and agricultural plant.
- Lubrication of petrol-engined vehicles in mixed fleets.
- SAE 10W is for use in hydraulic systems of most mobile plants.

Note: SAE 10W should not be used as an engine oil

Performance Features

- **Good oxidation resistance**
Resists the formation of harmful products of oxidation at high operating temperatures, resulting in cleaner engines, maximum power output and extended engine life
- **Good engine protection**
Effectively contributes towards lowering engine wear between overhauls

- **Good starting performance at low ambient temperatures**

The multigrade viscosity grade provides excellent lubrication at low starting temperatures, reducing wear and extending battery life

Performance Specifications

Piston Power HDS oils satisfy the requirements of the following specifications:

- API SF/CD/CF
- MIL-L-2104D

Pack Size

- 20 X 500ml (SAE 30 and 40 only)
- 6 X 5L (SAE 30 and 40 only)
- 20L
- 210L
- Bulk

Typical Characteristics

SAE Viscosity Grade	10W	30	40	50
Kinematic Viscosity @40°C cSt @100°CcSt (ASTM D445)	40.8 6.2	97 10.9	140 14.0	224 19
Viscosity Index (ASTM D2270)	97	96	96	96
TBN-E mgKOH/g (D2896)	7.0	7.0	7.0	7.0
Sulphated Ash % mass (D974)	0.90	0.90	0.90	0.90
Flash Point °C (PMCC) (ASTM D93)	212	216	224	228
Pour Point °C (ASTM D97)	-24	-21	-18	-18

Gear Power HD OIL

Heavy Duty Gear Oil (GL-5)

Gear Power HD oils are automotive axle oils containing multifunctional additives for use in a wide variety of automotive axle units subjected to heavy duty conditions.

Applications

- **Automotive transmissions**

Heavy duty hypoid axles.

- **Off-highway equipment**

Operating under high speed/shock load, high speed/low torque and low speed/high torque conditions.

Performance Features

Good anti-wear, anti-rust characteristics and oxidation stability.

Performance Specifications

- API GL-5
- SAE J2360
- MIL-L-2105E (Obsolete)
- ZF TE-ML 05A, 7A, 12E, 16B, C and D, 17B, 19B

Typical Characteristics

SAE Viscosity Grade		90	80W-90	85W-140
Kinematic Viscosity @ 40°C	cSt	165	147	402
Kinematic Viscosity @ 100°C	cSt	16	14.5	28
Viscosity Index		100	97	96
Pour Point	°C	-18	-18	-18
Flash Point (PMCC)	°C	236	220	248
Density @ 20°C	kg/l	0.897	0.893	0.910

Gear Power HD OIL

Heavy Duty Gear Oil (GL-5)

Gear Power HD oils are automotive axle oils containing multifunctional additives for use in a wide variety of automotive axle units subjected to heavy duty conditions.

Applications

- **Automotive transmissions**

Heavy duty hypoid axles.

- **Off-highway equipment**

Operating under high speed/shock load, high speed/low torque and low speed/high torque conditions.

Performance Features

Good anti-wear, anti-rust characteristics and oxidation stability.

Performance Specifications

- API GL-5
- SAE J2360
- MIL-L-2105E (Obsolete)
- ZF TE-ML 05A, 7A, 12E, 16B, C and D, 17B, 19B

Typical Characteristics

SAE Viscosity Grade		90	80W-90	85W-140
Kinematic Viscosity @ 40°C	cSt	165	147	402
Kinematic Viscosity @ 100°C	cSt	16	14.5	28
Viscosity Index		100	97	96
Pour Point	°C	-18	-18	-18
Flash Point (PMCC)	°C	236	220	248
Density @ 20°C	kg/l	0.897	0.893	0.910



Piston Power CPT Oils

Caterpillar Transmissions and Drive Line Oils

Piston Power CPT oils are powershift transmission oils specially formulated to satisfy the requirements of the Caterpillar TO-4 specification.

Applications

Caterpillar powershift transmissions, differentials and final drives fitted to their equipment, where they specify the use of an oil meeting the CAT TO-4 specification.

Performance Specifications

Piston Power CPT oils meets the requirements of the following specifications:

- Caterpillar TO-4
- Allison C-4
- API CF/CF-2
- ZF TE-ML 03C,07F

Typical Characteristics

SAE Viscosity Grade		10W	30	40	50	60
Kinematic Viscosity @ 40°C	cSt	37	94	136	224	327
Kinematic Viscosity @ 100°C	cSt	6.4	11	15	19	24.5
Viscosity Index			102	101	96	96
Pour Point	°C	-30	-27	-24	-24	-9
Flash Point (PMCC)	°C	195	216	220	224	315
TBN	mgKOH/gm	11.6	11.6	11.6	11.6	11.6
Density @ 20°C	kg/l	0.879	0.890	0.895	0.902	0.908

GREASE WB (HT)

Wheel Bearing and Chassis Grease

Piston Power Grease WB (HT) grease is a multipurpose EP automotive wheel bearing and chassis grease containing a lithium complex thickener, extreme pressure additives, and rust and oxidation inhibitors.

Applications

Suitable for use in the following applications:

- Automotive wheel bearings
- Chassis lubrication
- Construction equipment
- Earthmoving, quarrying and mining
- Agricultural equipment
- Industrial equipment

Operating Temperature range

-20°C to 150°C in continuous service

Maximum temperature for short term is 220°C

Performance Features

- Longer grease life : High dropping point minimises leakage from bearings at elevated temperatures and excellent oxidation resistance ensures longer grease life.
- Lessens maintenance costs. Effective EP additive protects against component wears under high load conditions.
- Reduces downtime. Excellent oxidation resistance ensures longer grease life.
- Excellent resistance to water-wash out. This ensures that bearings operating in wet conditions are protected against breakdown due to rust.

Performance Specifications

Meets the requirements of the following specifications:

- SANS 1851 : 2008

Typical Characteristics

NLGI Consistency		2	3
Thickener		Li Complex	Li Complex
Colour		Reddish Brown	Reddish Brown
Structure		Smooth	Smooth
Worked Penetration @ 25°C	0.1mm	280	235
Dropping Point	°C	>250	>250
Timken OK Load	Kg	30	30
Base Oil			
Kinematic Viscosity at 40°C	mm ² /s	165	165
Kinematic Viscosity at 100°C	mm ² /s	15.5	15.5

GREASE MF (EP)

Multifunctional EP Grease

Piston Power Grease MF (EP) is a multi-functional, lithium soap base grease containing extreme pressure additives, and rust and oxidation inhibitors.

Applications

Suitable for use in the following applications:

- Automotive
- Construction equipment
- Earthmoving, quarrying and mining
- Agricultural equipment
- Industrial equipment

Grease MF (EP) can be used to lubricate the following components:

- Wheel bearings
- Water pumps
- Motor bearings
- Plain and rolling element bearings
- Chassis grease points

Performance Features

- Operating temperature range of -30°C to +120°C.
- Lessens maintenance costs. Effective EP additive protects against component wears under high load conditions.
- Reduces downtime. Excellent oxidation resistance ensures longer grease life.
- Rationalisation of grease types. Multi-functional capability allows use in a wide range of automotive and industrial applications and eliminating product misapplication.
- Good pumpability characteristics of the lithium thickener provide suitable flow characteristics for grease pump application systems.
- Excellent resistance to water wash out. This ensures that bearings operating in

wet conditions are protected against breakdown due to rust.

Pack Size

- 15 kg
- 50 kg
- 180 kg

Typical Characteristics

Thickener	Lithium		
NLGI Consistency	00	2	3
Colour	Light brown		
Structure	Smooth		
Worked Penetration @ 25°C .1mm (ASTM D217)	415	280	235
Dropping Point °C (ASTM D2265)	170	180	190
Timken OK Load kg (ASTM D2509)	25	25	25
Base Oil KV mm ² /s at 40°C (ASTM D445)	200	200	200



PISTON POWER SUPER 2T

High performance two stroke engine oil

Piston Power Super 2T is a high performance two stroke engine oil for lubrication of high performance, two-stroke engines, and is especially suited for air-cooled engines such as motorcycles and chainsaws.

Applications

Suitable for the following engines which are lubricated either by autolube systems or petrol/oil mixtures:

- Air-cooled two-stroke chainsaw engines operating in harsh South African environment.
- Air-cooled, two-stroke portable power equipment.
- Air-cooled, two-stroke motorcycle, moped and scooter engines.
- Suitable for lawnmower engines.

Note : It can be used at a fuel-to-oil ratio of up to 50:1.

Performance Features

- Highly refined mineral oils and low ash dispersant/detergent additive provide superior piston cleanliness and protection against ring sticking by minimising deposit formation.
- Minimises fouling of exhaust ports and keeps spark plugs and other engine components free from deposits.
- The oil has been pre-diluted with a special solvent for easy dispersion when added to the fuel.

Performance Specifications

Piston Power Super 2T meets the following performance specification:

- API TC
- JASO FC
- Global GC

Pack Size

- 210L
- 20L
- 6 X 5L
- 20 X 500 ml

Typical Characteristics

Fluidity/Miscibility Characteristic	2
Kinematic Viscosity @ 40°C cSt 100°C cSt (ASTM D445)	45.2 7.5
Pour Point °C (ASTM D97)	-30
Flash Point °C (PMCC), (ASTM D93)	90
Sulphated Ash % mass (ASTM D874)	0.05
Density @ 15°C/kg/l (ASTM D1298)	0.878

CHAIN POWER 150

Chain and Cutterbar Lubricant

Chain Power 150 is a low fling-off oil for the lubrication of the chain and cutter bar on chainsaws. It is suitable for all operating conditions

Applications

- Chain and cutter bar of chainsaws

Performance Features

- Maximum protection under all operating conditions.
- Anti-wear property of the oil minimises friction and prevents heating of the bar and chain.
- Tackiness additive prevents lubricant fling-off.

Typical Characteristics

ISO Viscosity Grade		150
Kinematic Viscosity @ 40°C	cSt	150
Kinematic Viscosity @ 100°C	cSt	15
Viscosity Index		100
Pour Point	°C	-21
Flash Point (PMCC)	°C	220
Density @ 20°C	kg/l	0.889

BRAKE POWER

DOT 4 Brake and Clutch Fluid

Brake Power is a heavy duty, glycol based, brake and clutch fluid exceeding the South African government mandatory requirements and also the United States Federal Motor Vehicle Safety Standard requirement for DOT 4 brake fluid.

Applications

- It is suitable for use in all disc and drum brake systems, which require SAE J1703 or DOT 4 type brake fluids.
- Suitable for all heavy-duty disc and drum brake systems.
- It is also suitable for use in hydraulic clutch release systems.

Performance Features

- Its high resistance to water absorption minimises the lowering of the boiling point, thus providing an extra safety margin.
- Low volatility minimises vapour formation over a wide temperature range, ensuring good braking performance and providing an additional margin of safety against vapour lock.
- Compatible with all metallic, plastic and elastomer components, providing corrosion protection and lubrication throughout the brake/clutch systems.

Performance Specifications

Exceed the following requirements:

- SA Government Mandatory Requirements.
- SAE J1703
- ISO 4925
- US Federal Motor Vehicle Safety Standard No.116 for DOT 4 brake fluids.

Typical Characteristics

Equilibrium Reflux Boiling Point °C (FMVSS 116)	>260
Wet Equilibrium Reflux Boiling Pt. °C (FMVSS)	174
Kinematic Viscosity mm ² /s at -40°C at 100°C (ASTM D445)	1.788 2.3
SPG	8.8

DEGREASING FLUID WB

Environmentally Friendly Degreasing Fluid

Piston Power Degreasing Fluid WB is an environmentally friendly, water based, general purpose de-greasing fluid suitable for cleaning grease and oil deposits in most industrial and automotive applications.

Applications

Piston Power Degreasing Fluid WB is suitable for the removal of deposits of oil and grease together with solid materials such as sand from automotive and industrial equipment. It is also suited for general cleaning in engineering workshops and service bays.

Application

- **General degreasing:** Remove excess grease and oil using a suitable scraper or wire brush. Apply Piston Power Degreasing Fluid WB with a brush or high pressure spray. Allow to stand and rinse with clean water.
- **Floor cleaning:** Apply a reasonable quantity of Piston Power Degreasing Fluid WB with a stiff broom, spreading it across the surface with a little water. Alternatively, spray the area to be cleaned using a high pressure cleaner. Leave to stand and rinse off with clean water. For areas heavily soiled with compacted grease and oil, allow the degreaser to penetrate for 2-3 minutes before brushing again and then rinsing with clean water.
- **Dip tank cleaning:** Dirty components should be soaked in Piston Power Degreasing Fluid WB for up to 20 minutes, depending on the degree of soiling. They should then be rinsed with clean water and allowed to dry.

Benefits

Performance Features

- Pleasant to work with because of low odour.
- Safe to work with in poorly ventilated areas or areas that pose a fire risk, where the traditional, solvent based degreasers could prove dangerous.
- Environmentally friendly and biodegradable.

Typical Characteristics

Appearance		Clear pink liquid
Flash Point (Abel)	°C	non
PH		Less than 12
Flash Point	°C	100
Density @ 20°C	kg/l	1.01

RADIATOR POWER

Antifreeze and Summer Coolant

Radiator Power is a superior quality; ethylene glycol based product, containing an effective anti-corrosion and stabiliser system, free of phosphates, amines and nitrites (i.e NAP free). It gives all year protection to engine cooling systems. Radiator Power minimises corrosion, prevents freezing and raises the boiling point.

Applications

- Specially formulated to protect car, truck and bus engines of both ferrous and aluminium construction against corrosion and frost damage.
- Also suitable for use in industrial internal combustion engines where an antifreeze/coolant is required to provide protection against freezing, boil over and corrosion

Performance Features

- Provides enhanced protection to ferrous metals and light alloys through use of higher levels of corrosion inhibitors.
- Longer shelf and service life, and enhanced stability towards hard water because of superior stabilisation of the inhibitor.
- Excellent heat transfer properties and superior anti-foam characteristics.
- Dyed green for identification in mixtures.

Dosage

For optimum year round protection against freezing, boiling and corrosion, a 50% Radiator Power / water solution (1 part AF/ 1part water) is recommended. Concentrations greater than 67% or less than 40% are not recommended.

Health and Safety

Harmful if swallowed. Keep out of reach of children. If swallowed, seek medical advice immediately. Avoid contact with skin.

Performance Level

International, National and Military Standards met by Radiator Power:

BS 6580 (UK)	FVV Heft R 443 (D)	Afnor R 15/601 (F)(1)
SAE J 1034	JIS K 2234 (J)	KSM 2142 (K)
CUNA NC 956-16 (i)	UNE 26361-88 (E)	EMPA (CH)
ASTM D 3306 and 4985	NATO S 759	E/L 1415c (MIL Italy)

OEM Specifications met by Radiator Power:

Porsche/VW/Audi/Seat/Skoda TL 774 C	Mercedes DBL 7700 (1) *
Ford ESD M97 B49-A *	Man 324 *
GM US 6277 M *	Ford WSS-M97B44-C *
Chrysler MS 9176	BMW N 600 69.0
VOLVO (Reg. No 260)	FORD ESD M97 B49-A
OPEL GM QL 130100	

(1) Except pH value

Typical Characteristics

Colour	Visual	Green
Density @ 20°	Kg/L	1.125
Boiling Point, 750 mm Hg	°C	176
Freezing Point - 25% vol in Water	°C	-12
Freezing Point - 50% vol in Water	°C	-36
PH (50% vol in water)		9.4
Reserve Alkalinity		15.4
Flash Point, COC	°C	118

ASTM D 3306 - Corrosion Test for Engine Coolant in Glassware

METALS	Radiator Power Weight loss – mg/specimen	ASTM D 3306 LIMITS Weight loss – mg/specimen
Copper	0,8	10 max.
Solder	2,2	30 max.
Brass	0,8	10 max.
Steel	0,1	10 max.
Cast Iron	0,2	10 max.
Aluminium	0,6	30 max.

ASTM D 4340 – Corrosion of Cast Aluminium Alloys in Engine Coolants under Heat Rejecting Conditions

METALS	Radiator Power Weight loss mg/cm ² / week	VW TL 774 Type C Limits Weight loss – mg/cm ² / week
Aluminium	0,6	1,0 max.