



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:

SILVER SOLUTIONS 435CC

POSTAL ADDRESS:

P.O. BOX 7620

PETIT, BENONI

1512

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/adjudicating 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.

- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. LIMITATION OF LIABILITY

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. GOVERNING LANGUAGE

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

30. APPLICABLE LAW

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

31. NOTICES

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. TAXES AND DUTIES

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

33. TRANSFER OF CONTRACTS

- 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

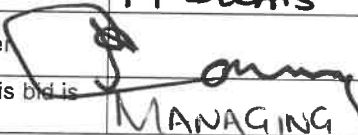
80/20 Preference point system [(for acquisition of goods or services for a Rand value equal to or above R30 000 and up to R50 million) (all applicable taxes included)]

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	SILVER SOLUTIONS 435 CC				
Postal address	P.O. BOX 7620, PETIT, BENDON, 1512				
Street address	58 LONGMORE DR, CRYSTAL PARK, BENDON, 1501				
Telephone number	Code	011	Number	969 4332	
Cell phone number	084 739 4862				
E-mail address	jones.a@telkomsa.net				
VAT registration number	418 019 9855				
Tax compliance status	TCS PIN: 1E566622X	OR	CSD No:	MAAA0178360	
B-BBEE status level verification certificate [tick applicable box]	<input checked="" type="checkbox"/> Yes <input 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]	Are you a foreign based supplier for the goods / services / works offered?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer part b:3]		
Total number of items offered	17 Items		Total bid price	R147 506.01	
Signature of bidder			Date	26/11/2021	
Capacity under which this bid is signed	MANAGING MEMBER				
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.

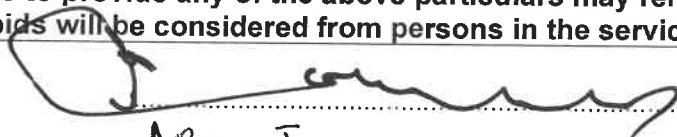
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 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):

ABIE JONES

Capacity for the Tenderer:

MANAGING MEMBER

Date:

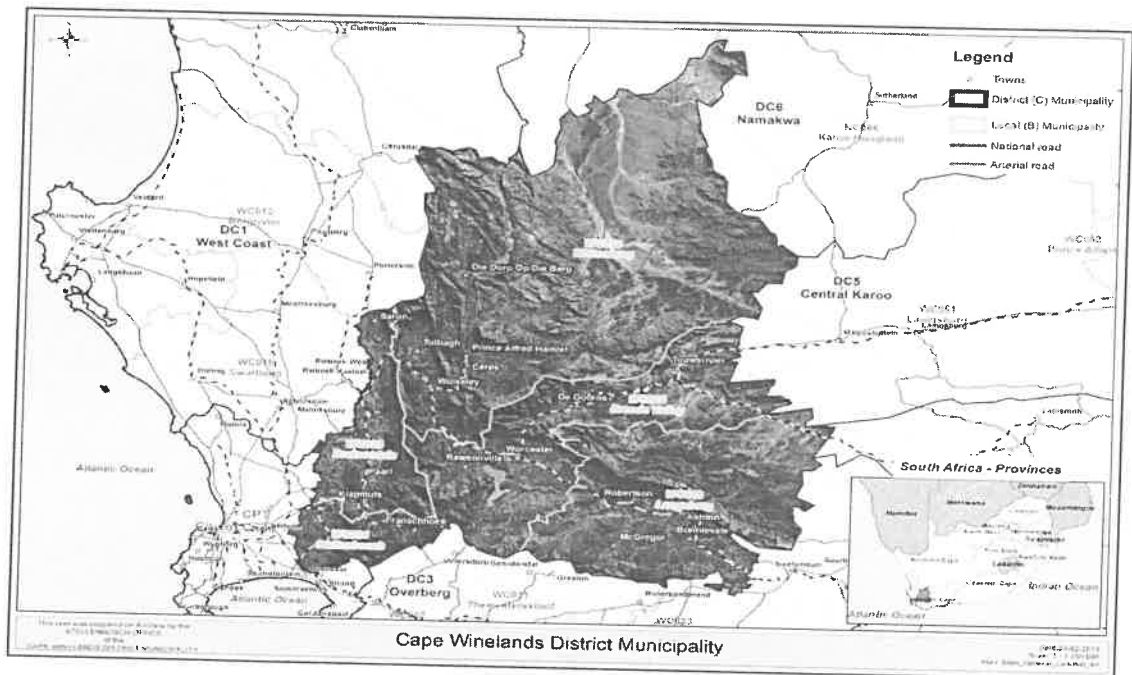
26/11/2021

F. SPECIAL CONDITIONS OF CONTRACT AND TERMS OF REFERENCE

1. INTRODUCTION AND BACKGROUND

Quotations are hereby invited for the supply and delivery of oils and lubricants on an as and when needed basis at the Worcester and Stellenbosch Roads depots of the Cape Winelands District Municipality.

The Cape Winelands District Municipality's (CWDM) jurisdiction includes the local authorities of Stellenbosch, Drakenstein, Langeberg, Breede Valley and Witzenberg as reflected in the locality Map 1 and CWDM has its own road maintenance teams situated in Stellenbosch, Paarl, Worcester, Robertson and Ceres performing an agency road maintenance function on the provincial road reserves.



Map 1: Jurisdiction of Cape Winelands District Municipality (DC2) and the includes the local authorities of Stellenbosch, Drakenstein, Langeberg, Breede Vallei and Witzenberg.

The CWDM performs the maintenance of provincial roads as an implementing agent for the Western Cape Department of Transport and Public Works with departmental equipment provided by the Department.

The Department of Transport and Public Works prescribed in a Mechanical Engineers Bulletin MB 117, dated 04 November 2021, which details the specifications of lubricants and fluids, to be used in departmental equipment of the Department of Transport as follows:

- Engine oil SAE 15W-40, to specification API CK-4 or CH4 / SJ; MB228.3; Japanese DH-1; ACEA E5-99; Volvo VDS-2, VDS-2/3; MAN 3275; MACK EO-M Plus; SABS 1516 and SABS 1517.
- Universal Tractor Transmission Oil SAE 80W to specification ISO 68, API G, John Deere J20C
- Gear Oil SAE 30 to specification API CF

- 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.

G. FORM OF OFFER

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a Contract in respect of the following works:

Q 2021/085: SUPPLY AND DELIVERY OF OILS AND LUBRICANTS

The bidder, identified in the offer signature block, has examined the documents listed in the quotation data and addenda thereto as listed in the quotation schedules, and by submitting this offer has accepted the Conditions of Formal Written Price Quotation.

By the representative of the Formal Written Price Quotation, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Formal Written Price Quotation offers to perform all of the obligations and liabilities of the Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount of be determined in accordance with the conditions of contract identified in the Conditions of Contract.

This offer may be accepted by the Employer by signing the Acceptance part of this form of offer and acceptance and returning one copy of this document to the bidder before the end of the period of validity stated in the Conditions of Formal Written Price Quotation, whereupon the bidder becomes the party named as the Service Provider in the Conditions of Contract.

For proper evaluation purposes it is essential that this specific pricing schedule be completed in full and signed. Alternative pricing schedules will not be accepted

Signature(s): 

Name(s): ABIE JONES

Capacity for the Bidder: MANAGING MEMBER


Name of organization: SILVER SOLUTIONS 435 CC

Name and Signature of Witness: Larele Mashakgo.m.a.  Date: 26/11/2021

PRICING SCHEDULE

No.	Description	Minimum Specifications	Volume	Unit Price	15% VAT	Total
<p>Cape Winelands District Municipality QUOTATIONS Opened at 11h00 on 01 DEC 2021 <i>Sp. gaut</i> Witness: <i>Nlou</i></p>						
Oils						
Category 1						
1	Engine oil	SAE 15W-40, to specification API CK-4 or CH-4 / SJ	210L	R10 212.30	R1 531.84	R11 744.14
Category 2						
2	Hydraulic oil	viscosity grades 10W, S32, S46 and S68 to specification SABS 1218.	210L	R6 619.00	R992.85	R7 611.85
Category 3						
3	Automatic transmission fluid	ATF DX II to specification Allison C-3, C-4	210L	R11 340.00	R1 701.00	R13 041.00
4	Universal tractor transmission oil	SAE 80W to specification ISO 68, API G,	210L	R11 606.70	R1 741.00	R13 347.70
			20L	R1 174.80	R176.22	R1 351.02
Category 4						
5	Gear oil	SAE 30 to specification API CF	210L	R11 104.80	R1 665.72	R12 770.52
6	Gear oil	SAE 80W / 90 to specification API GL5	210L	R11 583.60	R1 737.54	R13 321.14
7	Gear oil	SAE 85W / 140 to specification API GL5	210L	R14 779.80	R2 216.97	R16 996.77
8	Gear and transmission oil	ISO 220, API CF,	210L	R1 216.20	R191.43	R1 407.63
			20L	R10 497.90	R1 574.68	R12 072.58
Lubricants						
Category 5						
9						
10						

9	Wheel bearing grease	Extreme pressure, Lithium complex-based, Operating temperature - 15°C + 150°C, EP2, NLGI-2	50 kg	R5 031.50	R754.72	R5 786.22
			15 kg	R1 850.76	R277.61	R2 128.37
10	Multipurpose grease	Extreme pressure, Molybdenum Disulphide Fortified Lithium-hydroxy stearate-based to specification NLGI-2	50 kg	R3 379.00	R491.85	R3 770.85
			15 kg	R1 272.06	R190.81	R1 462.87
11	Super two stroke oil	API TC	20L	R942.40	R141.36	R1 093.76
			20L	R942.40	R141.36	R1 093.76
12	Cutter bar lube	Grade 150	20L	R1 175.00	R176.25	R1 351.25
			5L	R1 175.00	R176.25	R1 351.25
13	Brake fluid	DOT 4; 2600C minimum	5L	R399.15	R59.87	R459.02
			500 ml	R46.18	R6.93	R53.11
14	Degreasing fluid	Water based	20L	R926.00	R138.90	R1 064.90
15	Antifreeze	SABS 1251	210L	R14 049.00	R2 107.35	R16 156.35
16	Tar/Bitumen removal	Water based	20L	R1 378.96	R206.84	R1 585.80
17	Paraffin	No standard specification	210L	R4 563.00	R684.45	R5 247.45

Cape Winelands District Municipality
QUOTATIONS
 Opened at 11h00 on
01 DEC 2021

 Witness:

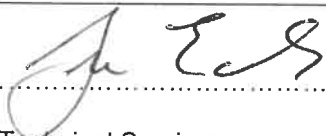
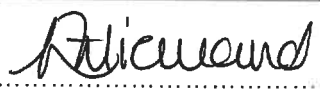
H. ACCEPTANCE

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 14-02-2022 Date
 Me. E Niemand Witness	15/12/2021 Date

I. QUESTIONNAIRE

List all partners / members / directors of this enterprise			
Van / Surname / Ifani	Voornaam / First name / Amagama	ID Nr./No. Inombolo	State Employee Number
JONES	ABIE	5603155043082	N/A
/	/	/	/
/	/	/	/

BROAD-BASED BLACK ECONOMIC EMPOWERMENT (Act 53 of 2003)

<p>LW! Om Voorkeerpunte te eis moet 'n gesertifiseerde afskrif van u Gebalanseerde Breë Basis Swart Ekonomiese Bemagtigings-telkaart voorgelê word tesame met die MBD 6.1 Eisvorm vir punte.</p>	<p>NB! To claim Preference points a certified copy of your Balanced Broad-Based Black Economic Empowerment Score Card <u>must</u> be submitted <u>with</u> the MBD 6.1 Claim Form.</p>	<p>QAPHELA! Ukuba ufuna ukwenza ibango lamanqaku akhethekileyo, <u>kufuneka</u> ukuba isicelo sakho sekopi eqinisekisiweyo ye Balanced Broad-Based Black Economic Empowerment Score Card <u>ihambe</u> kunye nefomu eyi MBD 6.1 Claim Form.</p>
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Vir meer inligting besoek: / For more information please visit: / Inkcukach ezithe vetshe uzakuzifumana aph:

The Department of Trade and Industry: <http://bee.thedti.gov.za/>
 South African National Accreditation System: <http://www.sanas.co.za/directory.php>
 Independent Regulatory Board of Auditors: <http://irba.co.za/index.php>

Besigheid of persoon se naam:- / Business or person's name:- / Igama leshishini okanye lomntu

- **1.** Persentasie aandeelhouding van persone (HDI) in die besigheid wat histories benadeel is as gevolg van onregverdigte diskriminasie gebaseerd op **ras**.
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **race**.
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokobuhlanga**.

100%
- 2.** Persentasie aandeelhouding van persone (HDI) in die besigheid wat histories benadeel is as gevolg van onregverdigte diskriminasie gebaseerd op **geslag**.
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **gender**.
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokwesini**.

100%
- 3.** Persentasie aandeelhouding van persone (HDI) in die besigheid wat histories benadeel is as gevolg van onregverdigte diskriminasie gebaseerd op **gestremdheid**.
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **disability**.
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokobulwelwe**.

100%
- 4.** Persentasie aandeelhouding van persone geklassifiseer as **jeug**. (18 – 35 Jaar oud).
 Percentage of shareholding of persons in the business classified as **youth**. (18 – 35 Years old)
 Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba **lulutsha** (18 – 35 Yeminyaka)

0%
- 5.** Is u besigheid geleë binne die jurisdiksie van die Distriksmunisipaliteit? In / Uit
 Is your business established within the area of jurisdiction of the District Municipality? In / Out
 Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili? Ngaphakathi / Ngaphandle

In/Ngaphakathi
 ~~Uit~~/Out/Ngaphandle
- 6.** Maak u gebruik van plaaslike arbeid (werkskepping)? Ja / Nee
 Do you make use of local labour (job creation)? Yes / No
 Uyawasebenzisa amathuba avelayo odalo lomsebenzi (ukudala umsebenzi)? Ewe / hayi

~~Ja~~/Yes/Ewe
 Nee/No/Hayi

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	ABIE JONES
3.2	Identity Number (person submitting this declaration)	56035 5043082
3.3	Position occupied in the Company (official/director/trustee/shareholder ²):	MANAGING MEMBER
3.4	Company Registration Number	2002/001485/23
3.5	Tax Reference Number	9483245149
3.6	VAT Registration Number	418 019 9855
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?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> 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?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> 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	<input checked="" type="radio"/> 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:			
Organ of State:		Position:	

~~N/A~~

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	<input checked="" type="radio"/> 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:			
Organ of State:		Position:	

~~N/A~~

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	<input checked="" type="radio"/> No
------	---	----------------	-------------------------------------

3.12.1 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:	

~~N/A~~

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	<input checked="" type="radio"/> No
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3.13.1 If yes, furnish particulars.

~~N/A~~

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	<input checked="" type="radio"/> No
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3.14.1 If yes, furnish particulars.

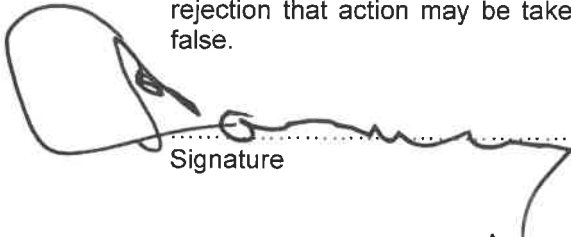
~~N/A~~

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	<input checked="" type="radio"/> No
3.15.1	If yes, furnish particulars.		
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	<input checked="" type="radio"/> No
3.16.1	If yes, furnish particulars.		
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	<input checked="" type="radio"/> 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 every three months – provide individual information in the schedule under par. 4.		
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	<input checked="" type="radio"/> No
3.18.1	If yes, furnish particulars.		

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 shareholder is defined as 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.**

	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) Municipal clearance or most recent service account must be attached as evidence
4						
1	ABIE JONES	5603155043082	100%	0540015187	N/A	3303605549
2						
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

26/11/2021
Date

MANAGING MEMBER
Capacity of Signatory

SILVER SOLUTIONS 435 CC
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 Crystal Park
on this the 29 day of November 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 Charity Mallos
Position: Sergeant
Address Crystal Park SABS
91 Langmore Road,
Crystal Park
Tel: 011 968 9040

Appointed stamp of authority on the face

SOUTH AFRICAN POLICE SERVICE
CRYSTAL PARK
29 NOV 2021
CLIENT SERVICES
SUID-AFRIKAANSE POLISIEDIENS

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)

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:

Q2021085 - Supply & 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 Silver Solutions 435 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

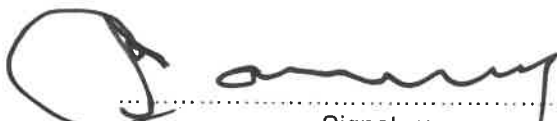
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

 MANAGING MEMBER

 Position

25/11/2021

 Date

 SILVER SOLUTIONS 435

 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.

L. REFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 (MBD 6.1)

This document serves as a claim form to qualify for preference points in respect of Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution and must accompany the applicable certificate.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

- 1.2 a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.2 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.3 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

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

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

4.3 POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

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

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

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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 NO

8.1.1 If yes, indicate:

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

(Tick applicable box)

YES NO

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise 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: Silver Solutions 435 cc
 9.2 VAT registration number: 418 0199 855
 9.3 Company registration number: 2002/00148563
 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**
Special supplier & distributor for Lubrication products, Transformer Virgin oil, Transformer Regenerated oil and all other oils.

9.6 **COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]



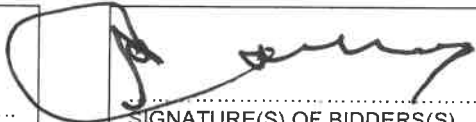
9.7 **MUNICIPAL INFORMATION**
 Municipality where business is situated: Ekurhuleni
 Registered Account Number: 330360549
 Stand Number: C10 002 00001920

9.8 Total number of years the company/firm has been in business: 19 Years

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.

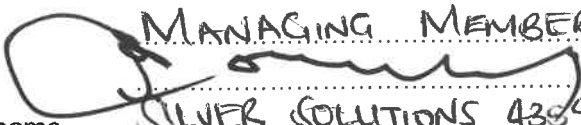
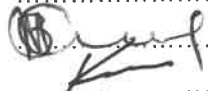
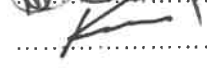
<p>WITNESSES</p> <p>1. </p> <p>2. </p>	<p></p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: 26/11/2021</p> <p>ADDRESS: 58 LONGMORE DR CRYSTAL PARK BENONI, 1501</p>
--	--

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) Silver Solutions 435cc in accordance with the requirements and specifications stipulated in bid number Q2021/095 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 ABIE JONES
 Capacity MANAGING MEMBER
 Signature 
 Company name SILVER SOLUTIONS 435cc
 Date 26/11/2021
 Witness 1  Date 26/11/2021
 Witness 2  Date 26/11/2021

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** for 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: Silver Solutions 435 CC

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
ABIE JONES	58 LONGMORE DR, CRYSTAL PARK, BENONI, 1501	3303605549	Ekurhuleni

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

DECLARATION:

I, the undersigned (name) ABIE JONES
 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

26 November 2021
 Date

MANAGING MEMBER
 Position

SILVER SOLUTIONS 436CC
 Name of Bidder

O. AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr/Ms ABIE JONES
 acting in his/her capacity as MANAGING MEMBER
 of the business trading as SILVER SOLUTIONS 435CC
 to sign all documentation in connection with Quotation Q 2021/085

Name of members / directors	Signature	Date
ABIE JONES		26/11/2021

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.

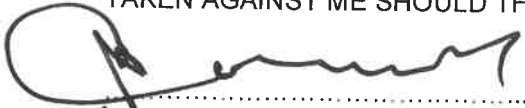
Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied). 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.	//	✓
4.1.1	If so, furnish particulars:		
4.2	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)? 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.	//	✓
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	//	✓
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	//	✓

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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4.3.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ABIE JONES..... 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

26/11/2021
.....
Date

MANAGING MEMBER
.....
Position

SILVER SOLUTIONS 935CC
.....
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	SILVER SOLUTIONS 435 EC

DETAILS OF MY/OUR BANK ACCOUNT ARE AS FOLLOWS:

NAME OF BANK	FNB BANK
NAME OF BRANCH	NORTHMEAD SQUARE
BRANCH CODE	250112
ACCOUNT NUMBER	62085453282
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/we by giving thirty days' notice by prepaid registered post.

A. JONES 26/11/2021 011 969 4332
 INITIALS AND SURNAME: AUTHORISED SIGNATURE: DATE: TELEPHONE NUMBER:

FOR BANK USE ONLY

I/we hereby certify that the details of our clients bank account as indicated on the credit order instruction is correct: AUTHORISED SIGNATURE	OFFICIAL DATE STAMP PLEASE SEE ATTACHMENT
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FOR FULL SUPPLIER ACCREDITATION, ALL PARTS MUST BE COMPLETED AND SIGNED:

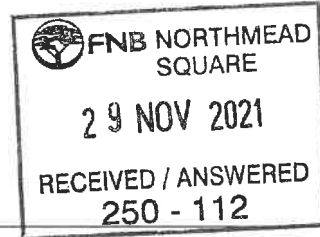


FNB
First National Bank

Date: 29-11-2021

To whom it may concern

ACCOUNT CONFIRMATION LETTER



We confirm that SILVER SOLUTIONS 435 CC trading as [redacted] with identification/registration number 2002/001485/23 ("the account holder") holds the following account with First National Bank, a division of FirstRand Bank Limited ("FNB"):

Account Type	GOLD BUSINESS ACCOUNT	Account Number	62085453282
Account Status	ACTIVE		
Branch Code	250655	Branch Name	NORTHMEAD SQUARE
Swift Code	FIRNZAJJ	Date Opened	18-06-2005

FNB issues this letter at the specific request of the account holder and for informational purposes only. This letter serves only to confirm that the above information is, according to the records available to FNB, factually correct as at the date of this letter.

Accordingly, FNB provides no warranties, guarantees, assurances or undertakings of any nature in connection with the above information, the account and/or the account holder, cannot be held responsible for any reliance which may be placed on this letter.

Without limiting the above in any way:

- (i) This letter does not constitute a letter of guarantee or a letter of credit.
- (ii) This letter does not imply or infer in any way that FNB has reserved the funds held in the account in favour of any person, nor that FNB has placed a hold on or limited the amount available in the account. The amount available in the account may change at any time without prior notice to you; and
- (iii) FNB will not be held responsible for any change in the information contained in this letter.

This letter is issued to you without any liability for FNB or its employees. You are to treat this letter as confidential.

Should you have any queries, please visit our website www.fnb.co.za or feel free to contact us on 087 575 9404.

Authorised 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	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Form J – Declaration of Interest (MBD4) Is the personal declaration from each and every owner / member / director duly completed, certified and signed?	Yes	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Form K – Certificate of Independent Bid Determination (MBD 9) Is the form duly completed and signed?	Yes	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Form L – Preference Points Claim – (MBD 6.1) Is the form duly completed and signed?	Yes	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Form M - Contract Form Is the form duly completed and signed?		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Form O– Authority for Signatory Is the form duly completed and is a certified copy of the resolution attached?	Yes	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Form P – Declaration of Past Supply Chain Practices (MBD 8) Is the form duly completed and signed?	Yes	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Tax Compliance Status Is your unique personal identification number (pin) issued by SARS attached?	Yes	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Additional documents applicable to this specific quotation: Failure to submit this documentation shall lead to disqualification)				
Company profile Is a company profile attached?	Yes	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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I, ABIE JONES confirm that all compulsory documents for this tender is duly completed, signed and attached to this document.

Signature: 

Date: 26/11/2021

S. REFERENCES

This schedule is to determine the capability of the bidder to execute the contract.

All bidders must provide proof of their ability to render the services applicable to the deliverables as explained in this quotation 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.

Company Name	
Description of project	
Contact person name	
Contact person telephone number	
Value of project	

Company Name	
Description of project	
Contact person name	
Contact person telephone number	
Value of project	

Company Name	
Description of project	
Contact person name	
Contact person telephone number	
Value of project	

PLEASE SEE ATTACHMENT

SILVER SOLUTIONS 435CC

REG NO: 2002/001485/23



58 Longmore Drive

Crystal Park

Benoni, 1501

Tel: 011 969 4332

Fax: 011 969 0929

Website: www.silversolutions435.co.za

DATE: 26 NOV 2021

**CAPE WINELANDS DISTRICT
SUPPLY AND DELIVERY OF OILS AND LUBRICANTS
RFQ NO: Q 2021/085**

Trading experience carried out by Silver Solutions 435 cc

1) CITY OF CAPE TOWN

CONTRACT NUMBER: 232G/2020/21

DESCRIPTION: Supply, delivery and testing of new and Regenerated mineral insulating Oil.

CONTACT: Rochelle Arendse

TEL NO: 021 400 4706

Email Address: Rochelle.arendse@capetown.gov.za

2) KOUGA LOCAL MUNICIPALITY

CONTRACT NUMBER: 34/2020 CONTRACT S8/2020

DESCRIPTION: Supply, delivery and offloading of oil and grease to Kouga Local Municipality

CONTACT: Elvin Felix

TEL NO: 042 200 2200

Email Address: efelix@kouga.gov.za

3) NATIONAL TREASURY

CONTRACT NUMBER: RT23-2020

DESCRIPTION: Supply and Delivery of Lubricating Oil, Weapon Oil, Hydraulic brake fluid and grease to the State for the period of 3 years.

CONTACT: Ngwato Nkuna

TEL NO: 012 315 5802

4) MSUNDUZI LOCAL MUNICIPALITY

CONTRACT NUMBER: Contract NO E13 OF 2021

DESCRIPTION: Supply and delivery of Virgin Oil and Regenerated Transformer Oil.

CONTACT: Luvo Mndayi

TEL NO: 033 392 2597

5) CITY OF TSHWANE METROPOLITAN MUNICIPALITY

CONTRACT NUMBER: CB59/2010

DESCRIPTION: Supply and Delivery of Oil, Lubricants and refurbishment of Transformers on an as and when required basis.

CONTACTS: Mr. Neels Van der Heever

TEL NO: 012 358 5961

Email Address: Neelsvdh@tshwane.gov.za

6) EKURHULENI METROPOLITAN MUNICIPALITY

CONTRACT NUMBER: A-EE 07/2017

DESCRIPTION: The appointment of contractors for the supply, delivery, off-loading, sampling, analyzing, purification, regeneration, management and disposal of insulating Oil (Uninhibited) for Transformer control gear and switchgear on an as and when required basis from date of Award 30 June 2019.

CONTACTS: Shandre Daniels

TEL NO: 011 999 6557

7) THE MSUNDUZI MUNICIPALITY

CONTRACT NUMBER: E13 OF 2014

DESCRIPTION: Supply and Delivery of Transformer and Regenerated Transformer Oil.

CONTACTS: Mr. Asogan Pillay

TEL NO: 033 392 5054

Email Address: Asogan.Pillay@msunduzi.gov.za

8) CITY OF CAPE TOWN

CONTRACT NUMBER: 282G/2016/17

DESCRIPTION: Supply and Delivery of New and Regenerated Transformer Oil for electricity services.

CONTACT: Tasneenah Hansen

TEL NO: 021 400 4359

Email Address: Tasneenah.hansen@capetown.gov.za

9) CAPE AGULHAS MUNICIPALITY

CONTRACT NUMBER: SCM1/2015/16

DESCRIPTION: Annual stores stock and services

CONTACTS: R Sefoor

TEL NO: 028 425 5500

10) JOHANNESBURG WATER

CONTRACT NUMBER: JW OPS 047/14RT

DESCRIPTION: Supply and Delivery of Lubricants.

CONTACTS: Etienne Hugo

TELNO: 011 688 1400

58 Longmore Dr & Cnr Meerlus Avenue Crystal Park Benoni 1501 PO Box 7620 Petit Benoni

Tel 011 969 4332 Fax 011 969 0929 All Hours 084 739 4862

Website: www.silversolutions435.co.za

Email: abie@silversolutions435.co.za

Member: A Jones



TAX COMPLIANCE STATUS

PIN Issued

SILVER SOLUTIONS 435 CC
PO BOX 7620
PETIT
1512

Enquiries should be addressed to SARS:

Contact Detail

SARS
Alberton
1528

Contact Centre Tel: 0800 00 SARS (7277)
SARS online: www.sars.gov.za

Details

Taxpayer Reference Number: 9483245149

Always quote this reference number when contacting SARS

Issue Date: 2021/03/08

Dear Taxpayer

TAX COMPLIANCE STATUS PIN ISSUED

The South African Revenue Service (SARS) has issued your tax compliance status (TCS) PIN as indicated below:

TCS Details:	
Taxpayer Name	Silver Solutions 435 Cc
Trading Name	SILVER SOLUTIONS 435
Tax Reference Number(s)	IT - 9483245149 Vat - 4180199855 PAYE - 7510757489
Purpose of Request	Good Standing
Request Reference Number	0007403417GS0803211505142
PIN	1EE566622X
PIN Expiry Date	08/03/2022

You may authorise a third party to view your TCS by providing them the PIN. The PIN only allows the third party access to your TCS. All other tax information remains secure.

Your TCS displayed is based on your compliance as at the date and time the PIN is used.

You may cancel this PIN at any time before the expiry date reflected above. Once cancelled, a third party will not be able to verify your TCS.

SARS reserves the right to cancel this PIN in the event that it was fraudulently issued or obtained.

Should you have any other queries please call the SARS Contact Centre on 0800 00 SARS (7277). Remember to have your taxpayer reference number at hand when you call to enable us to assist you promptly.

Sincerely

ISSUED ON BEHALF OF THE SOUTH AFRICAN REVENUE SERVICE



SILVER SOLUTIONS 435CC

COMPANY PROFILE



Certificate Number : 9438
ISO 9001, ISO 14001

ABIE JONES

MANAGING MEMBER

COMPANY PROFILE

Physical Address:

58 Longmore Drive &

Cnr Meerlus Avenue

Crystal Park,

Postal Address:

PO Box 7620

Petit, 1512

Benoni, RSA

Tell: 011 969 4332 All Hours 084 739 4862 Fax: 011 969 0929

Email: abie@silversolutions435.co.za Website: www.silversolutions435.co.za

Member : Abie Jones

Registration No :2002/001485/23

CIDB GRATING :6 EP PE

Vat No :418 019 9855

Income Tax Reference Number:9483245149

PAYE Registration Number :7510757489

SDL Registration Number :L510757489

UIF Registration Number :U510757489

Banking Details:

Account Name :Silver Solutions 435cc

Bank :First National Bank

Account Type :Cheque Account

Account Number :620 854 53282

Branch Code :250 112

COMPANY HISTORY

Silver Solutions 435 cc, a Benoni based company, was established in February 2002, after identifying major shortage of Service Delivery Agents from previously disadvantaged communities in South Africa.

The Company comprises of members and personnel, who have worked for established companies in the Service Delivery Industry. We do not compromise on quality, by implementing a hands-on approach for all projects.

The owner of Silver Solutions 435 cc has more than 47 years combined experience in a business environment, and specializes in the Service Industry. Silver Solutions mission is to provide you, our Client with a professional and quality product, by utilizing our skills and effective combination of all our resources.

Silver Solutions 435 cc recognizes that any given project demands competence and knowledge in various areas of professional involvement. We therefore use the most appropriate skills within our team for each awarded project. Our reliability is beyond repute. Silver Solutions 435cc act as Agents for Major Role Players in the South African Economy.

COMPANY SERVICES

Silver Solutions 435 cc is south Africa's leading supplier of electrical insulating oils, otherwise known as transformer oil and associated services to the electricity supply industry, the electrical engineering industry, Energy-intensive, High Voltage industry, electrical and general oil users.

Silver Solutions 435cc focuses on electrical transformer oils, Lubricants, Solvents, Dehydrating breathers, silica gel, Transformer Replacement & Maintenance. Oil Sampling & Testing of oil.

We specialize in the reclamation of used insulating oils from transformers, switchgear and other oil-filled electrical plant. We offer additional services such as on-site, in-site, transformer oil reconditioning (purifying, oil sampling, transformer breather retrofitting, supply of silica gel transformer oil analysis, anywhere in Southern Africa.

Silver Solutions 435 cc is an independent company and a supplier of cleaning chemicals, equipment, consumables and many specialized product solutions within all major market segments throughout Southern Africa.

VISION

To supply our customers with cost effective products, excellent service and customer Satisfaction. We are committed to providing the highest level of services to our suppliers and to ensure that every supplier is well served and to develop long – term relationship with customers.

MISSION

Silver Solutions 435 cc aims to supply, Transformer Oil, Virgin Oil and Regenerated Oil to companies like Eskom, Metropolitan Municipality's and City Power. The company aims to be the most cost – effective and committed contractor at delivering high value services with business leading quality, and strives to exceed the company's expectations consistently. Our passion for the supplier's success is the reason we run this business and provide superior service, this will continue to be our central policy in the company.

SAFETY

HEALTH, SAFETY, ENVIRONMENT & QUALITY POLICY

In pursuit of our Vision and Business Objectives, the goal of everyone in our business shall be:

- To protect and maintain the Health and Safety of all stakeholders (employees, customers, suppliers, contractors and the public)
- To protect the Environment from any significant impacts of our present and planned operations.
- To protect our assets,
- To consistently meet our agreed Customer requirements

In order to pursue these goals, we will:

- Ensure that this policy is communicated and fully understood throughout the business, including our Contractors,
- Comply, as a minimum, with all applicable laws and Corporate Governance relating to Health, Safety and Security, Environment Quality,
- Set, Review Objective and Targets for continual improvement of Health, Safety,

SAFETY

- Monitor our health, Safety and Security, Environmental and Quality performance against the objectives and targets and recognize/reward exemplary performance;
- Work with both Governments and other stakeholders where we operate, in development of regulations and standards to improve the safety and health of people and environment,
- Ensure Customers and Employee satisfaction with our Products and Services.
- Ensure development, understanding and implementation of the health, Safety, Environmental and Quality Management System guidelines.

Focus on improving our skills and competencies, and provide the necessary resources where required.

Each of our Divisions and Sites, where applicable will develop their own Policy and objectives in line with this overall Policy Statement.

Leaders at all levels have a responsibility to integrate this policy into their business planning and to ensure that the goals of this policy are achieved through active and visible involvement.

This policy is consistent with the PETRONAS Group HSE Policy and Guidelines.



**SILVER SOLUTIONS 435 CC
COMPANY PROFILE**

TRANSFORMER OILS



Supply and Delivery of Transformer oils: (Virgin)

- a) In road tankers.
- (b) In 210 liter drums.
- (c) In 20 liter drums.

Supply and Delivery of Transformer oils: (Regenerated or Purified)

- Reclamation and Sampling of used insulating oils.
- In Road tankers.
- In 210 liter containers.
- In 20 liter containers.





SILVER SOLUTIONS 435 CC COMPANY PROFILE

OIL PURIFICATION

Purification of oil in Transformers can be carried out off – load or on – load depending on customer’s preference. The purifiers are designed for filtration of transformers oil in workshop, storage tanks, and drums or directly in transformers.

WATER REMOVAL

Water is removed by the process of heating the oil and passing it through coalesces inside a vacuum chamber. During the process water and oil are separated and clean dry insulating oil returned to the transformer.

GAS REMOVAL

During the vacuum stage of the process all dissolved gasses are removed from the oil leaving it clean dry and gas free. Oxygen as an accelerator of oxidation is also removed.

PARTICULATE MATTER REMOVAL

98% of particles over 0.5 micrometers are removed.

DIELECTRIC STRENGTH

Improvement in dielectric strength, up to 70KV, with new oil.

SWITCHGEAR SERVICES

Service and Repair on Oil Circuit Breakers

Service and testing on CDG Relay’s and CT’s

Cleaning and Painting of Substations

Service of Battery Trip Units

We also buy and sell Oil Circuit Breakers

Transportation and installation of Oil Circuit Breaker



**SILVER SOLUTIONS 435 CC
COMPANY PROFILE**

TRANSFORMERS

SILVER SOLUTIONS 435 CC specializes in Transformers as well as Switchgear.

SILVER SOLUTIONS 435 CC Provides the following services:

- 1.1 Refurbishment of Transformers and switchgear.
- 1.2 Assemble and Dismantle of Transformers.
- 1.3 Maintenance and fault finding on NEC & AUX Transformers.
- 1.4 Complete Rigging of Mobile Transformers up to Commissioning.
- 1.5 Cleaning of Transformer.
- 1.6 Spray Painting of Transformers.
- 1.7 Repairs of Oil leaks: Maintenance of oil leaks up to 88 kV
 - **(Common leaking Areas)**
 - Conservator tank
 - Bucholz Relay
 - Pressure Relieve
 - H.V & L.V Bushings
 - Inspection Plates
 - Bobbins on Transformer
 - Gauge Glasses
 - Breathers

Tap Charges:

- 1.1 Service of Tap Chargers
- 1.2 Changing of contacts
- 1.3 Installing of off-load Tap Switches

TRANSFORMER OILS SAMPLING



Silver Solutions service engineers have been trained and certified by Rotek Engineering- A division of Eskom, in the strict routines needed to obtain a clean oil sample.

Just as a blood test provides a doctor with a wealth of information about the health of a patient, a sample of transformer oil taken correctly, can tell services engineers a great deal about the condition of a transformer.

Oil is used both to cool the transformer and to insulate internal components. Because it bathes every internal component, the oil contains a great deal of diagnostic information. So a laboratory analysis of a sample can provide advance warning of developing conditions such as tap changer arcing.

However, the information generated from the oil analysis is only as good as the sample itself. Silver Solutions service engineers have been trained in the strict routines needed to obtain a clean sample. These include: taking a sample while the oil is warm, and measuring the temperature so that the laboratory can then adjust the results for moisture content, pre-flushing the sample leg and running the oil quietly into a clean vessel to minimize degassing: and sealing the sample securely.

The best information is obtained by viewing trends. So it is useful to take a benchmark sample when the transformer is first energized, or when an oil treatment is performed, and to take further samples at regular intervals so that any variation in quality can be identified to indicate developing faults.

OIL TESTING

Typical test carried out during the laboratory analysis of an oil sample include:

- Breakdown voltage (dielectric strength)
- Moisture Content
- Dissolved gas analysis
- Oxidation

TRANSFORMER BREATHERS

- Installation of all types of Transformer Dehydrating Breathers.
- Supply of silica gel for Transformer Dehydrating Breathers.
- Retrofitting of all types of Transformer Dehydrating Breathers



TRANSFORMER BREATHER RANGE TX 1 TO TX 7

OIL QUANTITIES OF 1,530 TO 10,700 LTS

1. Our breathers comprise of only 3 basis parts, the top, the main body and oil bowl. The Silver Solutions 435 cc breathers does not have any holding bolt that can cause a problem at a later stage, the breather simply fits together by means of a patented bayonet device that incorporates a turn to close or open feature, similar to that of a normal light bulb, making servicing extremely simple, quick and easy.

2. The breather top does not have to be removed from the breather pipe each time that the silica gel must be replaced, it is permanently fixed to the Transformer's breather pipe and is sealed effectively with plumber's thread sealing or stag thread.

The breather pipe insert connector provides for either a $\frac{1}{2}$ " or $\frac{3}{4}$ " B.S.P female connection, no matter the breather size. This pipe connector is galvanized for corrosion protection and protrudes out of the moulding to allow for positive steel tightening with a 32 mm spanner, so that the breather may be securely and effectively sealed onto the breather top creating leaks, before the breather has worked a day.

3. There is rubber neoprene "o" ring that seals the point where the breather opens, and is positioned in the breather top moulding in such a manner that is protected from ultra violet rays that would age the rubber, and will not allow air or water to enter the breather at this point. (Minor site adjustments can be made to increase the mechanical on this seal)

4. The breather body is made of 3. Parts, the "Q" molding, the clear acrylic tube, and the bottom moulding The "Q" each have a groove in, into with the acrylic tube fits. The parts are assembled and sealed together in a very unique manner in that the grooves in the moulding is filled with silicone sealant to seal on the inside and outside of the tube forming a perfect water and air proof seal. The tube is then pinned into position with PVC pins so that there is no mechanical stress on the sealant. Our philosophy is that



SILVER SOLUTIONS 435 CC

COMPANY PROFILE

TRANSFORMER BREATHER Cont

5. The breather bottom moulding has a sharp watershed rim that prevents rain from getting into the bowl also a moulded –in brass insert for the screw attachment.

6. The clear extruded Acrylic tube used is a continues length with no joints that due to solar related expansion and contraction could leak and become faulty at a later stage. (The less joints you have in a breather, the better the life & efficiency will be).

7. The oils bowls are made from high impact polypropylene with ultra violet stabilizer and a moulded – in oil level line so that it is constant. The bowls screw on by means of a 5mm moulded –in brass stud.

8. Silica gel is the principal of a transformer breather. SILVER SOLUTIONS 435 CC BREATHERS are filled with only the highest quality silica gel provide the best performance, no matter the cost. To use inferior or substandard silica gel may not have noticed at present but will definitely cause complications in the future.

9. All Silver Solutions 435 cc Breathers are filled with foam filter, to prevent silica gel dust from entering the transformer as this has been proved to be highly conductive and contaminate the insulation property of the oil with detrimental effects. SILVER SOLUTIONS 435 CC have other breathers that can protect transformers up to 124,000 liters (800mva) in a variety of combinations that incorporates quick and easy servicing features, efficiency and durability.

BREATHERS COMBINATIONS

Our Breathers range compromise of various combinations, which should meet the requirements of any transformer.

COMBINATION (A) Is a single breather protecting oil quantities of less than 1,530Lts to maximum of 10,700Lts the model types are TX1.Tx2.TX3.TX5.TX6 & TX7. The overall dimensional size is 108 diameter & 175mm for the TX Breather, thereafter the breather length increase by 100mm for each of the model types to maximum of 775mm long. The breathers can be fitted with either ½” or ¾” BSP female connections. (The TX1 actual tube length is 100mm long and extends to 700mm long for TX7 Breather). This breather range includes a patented opening and closing bayonet action device for easy serving.

COMBINATION (B) Is a single breather protecting oil Quantities of 13,800Lts to maximum of 41,040Lts. The model types are TX22.TX23.TX24.TX25.TX26. The overall demonstrational size is 280mm diameter and 395mm for the TX22 breather length increases by 100mm for each of the model type to a maximum of 795mm long. These breathers are normally fitted with a flange connection. This range includes a top and bottom formed steel pressing and secure the silica

BREATHER COMBINATIONS

COMBINATION (D) Is a combination of two breather types (A) & (B) mounted vertically with the (B) larger breather on top and the (A) smaller breather below, the purpose of this construction is to save on the use of silica gel, the bottom breather normally contains 1/3 of the total silica gel requirement and when the bottom breather becomes pink it can be serviced easily without having to loosen a bolt of the top breather.

COMBINATION (E) Is a combination of two type (B) breathers.

Mounted vertically with a larger breather on top and a smaller breather below, or two breathers of the same size. The purpose of this construction is to save on the use of silica gel. The bottom breather should normally 1/3 of the total silica gel requirements.

COMBINATION (F) Is a combination of three type (B) breathers of equal size. Mounted alongside each other and connected in a series configuration connection by means of manifolds, having only one oil bowl where the entry of air takes place. The philosophy is that there longer the path that the air must travel through the silica gel the dryer the air will be. Each breather should contain 1/3 of the total gel requirement

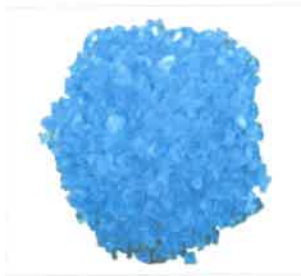
combination	Product Model	Qty Silica Gel in kg	Qty Insulating Oil	combination	Product Model	Qty Silica Gel in kg	Quantity Insulating Oil
A	TX1	0.46	1 530 lts	D	TX23+TX4	8.04	26 800 lts
A	TX2	0.9	3 000 lts	B	TX24	8.28	27 600 lts
A	TX3	1.38	4 600 lts	B	TX25	10.35	34 500 lts
A	TX4	1.38	6 100 lts	B	TX26	12.42	41 400 lts
A	TX5	2.28	7 600 lts	E	TX25+TX22	14.49	48 300 lts
A	TX6	2.76	9 200 lts	E	TX24/2 vert	16.56	55 200 lts
A	TX7	3.21	10 700 lts	F	TX23/3	18.63	62 100 lts
B	TX22	4.14	13 800 lts	E	TX25/2 vert	20.7	69 000 lts
D	TX22+TX2	5.04	16 800 lts	F	TX24/3	24.84	82 800 lts
D	TX22+TX3	5.52	18 400 lts	F	TX25/3	31.05	103 500 lts
D	TX22+TX4	5.97	19 900 lts	F	TX25/3	37.26	124 200 lts
B	TX23	6.21	20 700 lts				20 700 lts
D	TX22+TX5	6.42	21 400 lts				21 400 lts
D	TX22+TX2	7.11	22 700 lts				22 700 lts

SILICA GEL

SILVER SOLUTIONS 435 CC Supply Silica gel in all Quantities and Packaging.

Blue silica

Blue semitransparent glassy substance containing an indicator. When free from moisture the beads are blue. As the beads can take up moisture, they turn light blue gradually. When they turn pink, it indicates that the gel needs to be replaced or regenerated.



Silver solutions 435 cc also Supplies Silica gel in Orange to Green in all Quantities and Packaging.



PRODUCTS

SOME OF THE PRODUCTS SUPPLIED BY SILVER SOLUTIONS		
Automatic Transmission Fluids	Engine Crankcase Oils	Two Stroke Oil
Engen ATF 33 G and 22 D	Engen Dieselube 3000 Engen	Engen Super Outboard TC-W3
Engen ATF III Engen ATF III	Engen Dieselube 500 Series	Engen Two Stroke Super
Engen Transfluid	Engen Dieselube 500 Super	Engen Two Stroke Selfmix
Engen Transfluid TO-4 Series	Engen Dieselube 600 Super	Mineral Oil Based Greases
	Engen Dieselube 630 An	Mobil Polyrex EM Super-Premium
Universal and Multipurpose Oils	Engen Dieselube 700 Super	Mobil gear OGL 007 and 009
Engen Agritrac Super Universal	Engen Dieselube TLA 40	Mobil grease FM 222
	Engen Dieselube TM 10W- 30 Engen	Mobil grease FM 221
Chain Lubricants	Engen Formula 505.01	Mobil grease XHP 222
Compressor Lubricants	Engen Formula TL 15W-40	XHP 322 Special Mobil grease
Heat Transfer Oil	Engen Multigrade 20W-50	Mine Mobil grease XHP 681
Hydraulic Oils	Engen Protects Hi-mileage	Turbine Oils
Heat Transfer Oil	Engen Extreme 5W-40 Engen	Rock Drill Oil
Utility Products	Engen Extreme 15W-40	Gear & Transmission Oil
Industrial Synthetic Lubricants	Petronas Syntium 3000LL	

Ekurhuleni Metropolitan Municipality

Vendor number: SIL017

Contracts: Contact No: A-EE 17/2010

SCOPE OF WORK

- Supply of silica gel for Transformer Dehydrating Breathers
 - Supply of Dehydrating Breathers.
 - Oil sampling
 - Oils Testing
- 1.1 Refurbishment of Transformers & switchgear
 - 1.2 Assemble and Dismantle of Transformer
 - 1.3 Maintenance and fault finding on Transformer up to commissioning
 - 1.4 Complete Rigging of Mobile Transformer up to Commissioning
 - 1.5 Cleaning of Transformer

CLIENT PROFILE

TSHWANE MUNICIPALITY

Vendor number: 4596

Contracts:

SCOPE OF WORK:

- Supply of silica gel for Transformer Dehydrating Breather.
- Supply of Dehydrating Breathers.
- Oil Sampling
- Oil Testing.

1.1 Refurbishment of Transformers and switchgear.

1.2 Assemble and Dismantle of Transformers

1.3 Maintenance and fault finding on NEC & AUX Transformers

1.4 Complete Rigging of Mobile Transformer up to Commissioning

1.5 Cleaning of Transformer

1.6 Spray Painting of Transformers

1.7 Repairs of Oil leaks: Maintenance of oil leaks up to 88 KV

CITY POWER

Vendor number: SILVSOL01

SCOPE OF WORK:

- Supply of silica gel for Transformer dehydrating Breathers.
- Supply of Dehydrating Breathers.
- Oil Sampling
- Oil Testing

ESKOM

Vendor number: 11063246

SCOPE OF WORK:

- Supply of silica gel for Transformer dehydrating Breathers.
- Supply of Dehydrating Breathers.
- Oil Sampling
- Oil Testing

CITY OF CAPE TOWN

Vendor number: 29563

SCOPE OF WORK:

- Supply of Lubrication products
- Supply of Transformer Virgin Oil and Transformer Regenerated Oil
- Supply of cleaning chemicals

SABS

Certificate of Registration

This is to certify that the Environmental Management System of

**ENGEN PETROLEUM LIMITED
(TRADING AS ENGEN PETROLEUM -
LUBE OIL BLEND PLANT)**

**Co Reg. 1989/003754/06
DURBAN**

*has been assessed and found to
satisfy the requirements of*

**ISO 14001:2015
ENVIRONMENTAL MANAGEMENT SYSTEMS -
REQUIREMENTS WITH GUIDANCE FOR USE**

in respect of

**ALL ACTIVITIES, PRODUCTS, SERVICES AND FACILITIES THAT THE
ORGANIZATION CONTROLS OR INFLUENCES, THAT HAVE OR CAN HAVE A
SIGNIFICANT IMPACT ON THE ENVIRONMENT, RELATED TO:**

THE MANUFACTURING OF LUBRICATING OIL

This certificate, including the schedule which forms an integral part thereof:

- is issued without alteration;
- is identified by the applicable registration number;
- is subject to any condition or limitation contained therein;
- is valid subject to ongoing compliance with certification requirements;
- bears the embossed SABS Commercial seal. In the absence of the seal, the certificate and the schedule shall be invalid; and
- the certificate may be authenticated by referring to the register of "Certified Clients" on the SABS Commercial website (www.sabs.co.za)

Registration Number

EM 140446

Effective Date

11 September 2019

Expiry Date

30 October 2022

Date of Original Registration

31 October 2007

Chief Executive Officer

Jacobushe



SABS COMMERCIAL SOC Ltd.
1 Dr. Lategan Rd. Corner Airport, Durban
Republic of South Africa

A3N0001270

003



CERTIFICATE OF ACCREDITATION

In terms of section 22(2) (b) of the Accreditation for Conformity Assessment, Calibration and Good Laboratory Practice Act, 2006 (Act 19 of 2006), read with sections 23(1), (2) and (3) of the said Act, I hereby certify that:-

ENGEN PETROLEUM LIMITED

Co. Reg. No.: 1989/003754/06

Facility Accreditation Number: T0843

is a South African National Accreditation System accredited facility provided that all conditions and requirements are complied with

This certificate is valid as per the scope as stated in the accompanying schedule of accreditation, Annexure "A", bearing the above accreditation number for

CHEMICAL ANALYSIS

The facility is accredited in accordance with the recognised International Standard

ISO/IEC 17025:2005

The accreditation demonstrates technical competency for a defined scope and the operation of a quality management system

While this certificate remains valid, the Accredited Facility named above is authorised to use the relevant accreditation symbol to issue facility reports and/or certificates

Mr R Josias
Chief Executive Officer

Effective Date: 08 November 2018
Certificate Expires: 07 November 2023



With us you are Number One



ENGEN

Engen Petroleum Limited
Engen Sandown Mews, 88 Stella Road, Sandown, Sandton
P.O. Box 1043, Johannesburg, 2000
Reg. No 1989/003754/06
Tel. +27 (0)11 400 6111 Fax: +27 (0)11 400 5999
www.engenoil.com

26-4-2019

RE: Engen Authorization Letter

To Whom This May Concern

Engen Petroleum duly authorizes Silver Solutions to supply Engen and Petronas branded lubricants to their customers.

Regards,


Vee Mahara

Third Party Sales Manager: Indirect Sales

Vee.Mahara@engenoil.com

Directors: Yun Hassan* (Chief Executive Officer/Managing Director) MA Adams
FFN Gintwila (Director / Company Secretary) R Isahudin* SL Xnon FJ Kotze BJ Mafu C Mareka
K' Moroke Mosi S Naidoo I Reddy SP Williams J Zeib* (Malaysian)

member of
PETRONAS Group



SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	ABIE JONES
Identity number	560315 5043 082

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	SILVER SOLUTIONS 435 CC
Trading Name (if Applicable):	SILVER SOLUTIONS 435 CC
Registration Number:	2002/001485/23
Enterprise Physical Address:	58 LONGMORE DRIVE CRYSTAL PARK BENONI 1501
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	CLOSE CORPORATION
Nature of Business:	SMALL BUSINESS
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is 100 % Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is 0 % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is 0 % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = 0 %
 - Black Disabled % = 0 %
 - Black Unemployed % = 0 %
 - Black People living in Rural areas % = 0 %
 - Black Military Veterans % = 0 %
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of FEB 2020, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

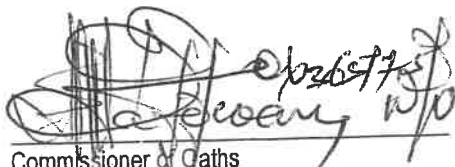
100% Black Owned	Level One (135% B-BBEE procurement recognition level)	✓
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

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

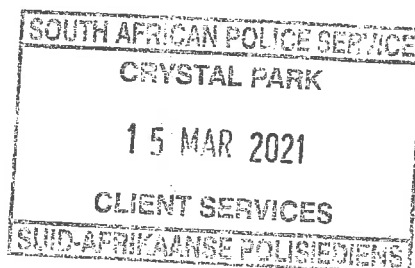


Deponent Signature: _____

Date: 15 March 2021



Commissioner of Oaths
Signature & stamp



CK2



Date: 16/04/2015

Our Reference: 111120313

CAREL PETRUS VAN EEDEN
E-mailed to: CAREL@EDENSUPPORT.CO.ZA
VERWOERDPARK
ALBERTON
1453

RE: Application to Amend Close Corporation
Close Corporation Number: 2002/001485/23
Close Corporation Name: SILVER SOLUTIONS 435

We have received a CK2 (Amended founding statement) from you dated 07/04/2015.
The Close Corporation 'SILVER SOLUTIONS 435' with Enterprise Number '2002/001485/23' was successfully amended on our database.

Change Summary for 2002/001485/23 as a result of the lodging of document number 111120313.

Member Change on 16/04/2015.

Change Record

Surname/Insttit : = JONES

First Names : = CANDICE ANASTASIA

Status : = Resigned

Member Change on 16/04/2015.

Change Record

Surname/Insttit : = JONES

First Names : = ABIE

Status : = Active

Yours truly

Commissioner

AMT AMT

Please Note:

The attached certificate can be validated on the CIPC website at www.cipc.co.za.
The contents of the attached certificate was electronically transmitted to the South African Revenue Services.



COMPANIES AND INTELLECTUAL PROPERTY REGISTRATION OFFICE:

Registrar of Companies & Close Corporations

P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Dozer 256, PRETORIA.

Call Centre Tel 066 164 3334, Website www.cipro.co.za, WAP www.cipro.co.za/mobile



Certificate issued by the Registrar of Companies & Close Corporations on Thursday, April 16, 2015 08:16
Certificate of Amended Founding Statement



Companies and Intellectual
Property Registration
Office

Registration No. 2002/001485/23

Registration Number 2002 / 001485 / 23
 Enterprise Name SILVER SOLUTIONS 435
 Enterprise Shortened Name None provided.
 Enterprise Translated Name None provided.
 Registration Date 06/01/2002
 Business Start Date 06/01/2002
 Enterprise Type Close Corporation
 Enterprise Status In Business
 Financial Year End February
 Tax Number 9483245149
 Number of Members 1
 Aggregate Members' Contribution R 100.00
 Description of Principal Business GENERAL TRADING IN ALL ASPECTS
 Postal Address P O BOX 7620
 PETIT
 1512
 Address of Registered Office 58 LONGMORE STREET
 CRYSTAL PARK
 BENONI
 1501
 Accounting Officer
 Name C P VAN EEDEN
 Postal Address P O BOX 1489
 ALBERTON
 1450
 Profession The South African Institute of Professional Accountants (SAIPA)
 Membership/Practice No 3672

Active Members

Surname and first names	ID number or date of birth	Contrib. (R)	Interest (%)	Appoint-ment date	Addresses
JONES, ABIE	5603155043062	100.00	100.00	07/11/2006	Postal P O BOX 7620, PETIT, 1512 Residential 58 LONGMORE STREET, CRYSTAL PARK, BENONI, 1501



COMPANIES AND INTELLECTUAL PROPERTY REGISTRATION OFFICE

Registrar of Companies & Close Corporations

P.O. BOX 400, PRETORIA, 0001, Republic of South Africa. Depts 256, PRETORIA

Call Centre Tel 051 164 2234. Website www.cpro.co.za, WAP www.cpro.co.za/mobile





labour

Department:
Labour
REPUBLIC OF SOUTH AFRICA



2020011311

CALL CENTER NO: 0860 105 350

REG NO : 990000151036
FAX NO : 0123456789
ISSUE DATE : 2021-04-21
CERTIFICATE NO : 2020011311

SILVER SOLUTIONS 435 CC
PO BOX 7620
Benoni

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:

SILVER SOLUTIONS 435 CC

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

Nature of business : TRANSFORMER & PETROLIUM REPAIR MAINT & SUPPLY

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>



[\(http://www.treasury.gov.za/\)](http://www.treasury.gov.za/) (<http://www.gov.za/>)**national treasury**Department:
National Treasury
REPUBLIC OF SOUTH AFRICA**CENTRAL SUPPLIER
DATABASE
FOR GOVERNMENT****Supplier Details**

Supplier application reference nr	Supplier number	Unique registration reference nr	Legal name	Trading name	Identification type	Identification number	Edit	View	Registration Report	Reg Sun Rep
N/A	MAAA0178350	BACFFE44-6764-4F27-B7CA-486EB5E54F5C	SILVER SOLUTIONS 435	SILVERSOLUTIONS435cc	South African Company/Close Corporation Registration Number	2002/001485/23				

[+ Add supplier](#)Copyright 2015 Government of South Africa. All Rights Reserved | [Terms & Conditions \(/Home/Terms\)](#)

ABOUT SSL CERTIFICATES

<http://www.symantec.com/ssl-certificates>



DEVELOPMENT THROUGH PARTNERSHIP



Construction Industry Development Board

Home

Print

Contractor Detail

Contractor Detail

CRS Number:	142424	Status:	Active
Contractor Name:	SILVER SOLUTIONS 435 CC	Type of Enterprise:	Closed Corporation
Trading Name:	SILVER SOLUTIONS 435 CC	Expiry Date:	2023/12/14


Contractor Grades

Grade: 6EP PE, Update Date: 2020/12/13


Back

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[Website technical enquires contact](#)

REPUBLIC OF SOUTH AFRICA
NATIONAL IDENTITY CARD



Surname: JONES
 Names: ABIE
 Sex: M
 Nationality: RSA
 Identity Number: 5603155043082
 Date of Birth: 15 MAR 1956
 Country of Birth: RSA
 Status: CITIZEN



Signature: *[Handwritten Signature]*

Conditions: This card has been issued by the Department of Home Affairs in terms of the Identification Act, Act 68 of 1997
 Date of Issue: 11 MAY 2015

If found please return to the Department of Home Affairs
 For enquiry or verification purposes contact 0800 90 11 90



002338097



SOUTH AFRICAN POLICE SERVICE
CRYSTAL PARK
 26 NOV 2021
CLIENT SERVICES
SUID-AFRIKAANSE POLISIEDIENS

IK CERTIFISEER DAT HIERDIE DOKUMENT 'N WAARE AFKOPIE (COPY) IS VAN DIE OORSPRONKLIKE DOKUMENT WAT AAN MY VIR WAARNEMING VOORDELE IS. EK CERTIFISEER VERDER DAT, VOLGENS MY WAARNEMING, DAAR AEN IN WYKLEWING OF VERANDERING OP DIE OORSPRONKLIKE DOKUMENT AANGEKOMME IS.

I CERTIFY THAT THIS DOCUMENT IS A TRUE REPRODUCTION (COPY) OF THE ORIGINAL DOCUMENT WHICH WAS LENTED TO ME FOR AUTHENTICATION. I FURTHER CERTIFY THAT, FROM MY OBSERVATIONS, AN AMENDMENT OR A CHANGE WAS NOT MADE TO THE ORIGINAL DOCUMENT.

HANDTEKENS/SIGNATURE: *[Handwritten Signature]*
 MAGSNOEMMER / FORCE NUMBER: 700 49691
 RANG / RANK: PAC
 NAAM IN DRUKSKRIEF / NAME IN PRINT: Morko Mole



Engen Dieselube 500 Super

Heavy Duty, SAE 15W-40 Multigrade Diesel Engine Oil

Description

An advanced heavy duty, SAE 15W-40 multigrade diesel engine oil, designed to counter the toughest conditions found in diesel engines where high temperatures and pressures prevail. It has excellent resistance to bore polishing, a high level of wear protection and provides superior engine cleanliness at extended drain intervals. Engen Dieselube 500 Super has been specially formulated to minimise the effects of high sulphur fuels and to ensure that the alkalinity reserve is maintained during extended service. The harmful effects of high sulphur levels in diesel fuel contribute to the increased formation of varnish, lacquer and carbon in the critical ring grooves resulting in higher wear rates, which could necessitate premature engine overhaul and higher maintenance costs.

Application

Recommended for heavy duty automotive diesel engines in severe service such as high output, direct injection, turbocharged engines. However, this oil is also suitable for all types of naturally aspirated and turbocharged engines, whether petrol or diesel, in contractor, agricultural and commercial automotive vehicles on and/or off the road. It is not recommended for Detroit Diesel two-stroke units or Gardner naturally aspirated engines. Engen Dieselube 500 Super can also be used in certain hydrodynamic transmissions and hydraulic systems found in contractor and commercial equipment as well as being an approved fluid for Allison transmissions.

Performance Level

API CG-4/SL, ACEA A3/B3, A3/B4, (E2-96), MB 228.1 (ADE page 8A), MAN 271, Volvo VDS, MTU DDC Type 2, Allison C-4.

Benefits

- Extended drain capability.
- Superior overall engine wear protection.
- Excellent control of high temperature piston deposits.
- High detergency keeps engines cleaner.
- High resistance to oil thickening and oxidation.

Typical Physical Characteristics

Engen Dieselube 500 Super	
SAE No.	15W-40
Viscosity, cSt @ 40 °C	105
Viscosity, cSt @ 100 °C	14,5
Viscosity Index	135
Flash Point °C	222
Pour Point °C	-24
Total Base No., mgKOH/g	8
Sulphated Ash, % m/m	1,2

04.2016

Due to continual product research and development, the information contained herein is subject to change without notification. Refer to the Material Safety Data Sheet (MSDS) for information on the safe handling and use of this product.

Engen Petroleum Ltd | Tel: 08600 36436 | Website: www.engenoil.com | Email: 1call@engenoil.com

Item 2: Hydraulic Oil

ENGEN TQH 20 SERIES**DESCRIPTION**

Premium quality anti-wear hydraulic oils specially developed to provide multi-metal compatibility and improved wear protection in heavy-duty service hydraulic systems. Made from solvent refined, high viscosity index mineral oils, they contain stabilized anti-wear, anti-oxidation, anti-rust and defoamant additives. The range consists of seven viscosity grades.

APPLICATION

Engen TQH 20 Series Oils are recommended for use in hydraulic systems, in industrial, marine and mobile service, particularly where the manufacturer specifies the use of anti-wear hydraulic fluids to cater for highly stressed pumps delivering large volumes at high pressures and temperatures. These oils are also suitable for many circulation, splash, bath and ring oiling systems feeding lubricant to gears and bearings of industrial machinery. They should not be used with silver and/or silver coated components.

BENEFITS

- Superior wet and dry filterability.
- Excellent anti-wear properties.
- Balanced formulation for the best performance.
- Multi-metal compatibility (except for silver components)
- Outstanding thermal and oxidation stability.
- Good rust and corrosion protection.
- Good demulsibility for rapid separation of water.
- Excellent anti-foam characteristics.

PHYSICAL CHARACTERISTICS

Engen TQH	20/32	20/46	20/68	20/100	20/150
Viscosity, cSt @ 40 °C	30	46	64	98	150
cSt @ 100 °C	5,2	6,9	8,6	11	14,6
Viscosity Index, min.	100	105	105	97	96
Pour Point, °C, max.	-18	-15	-15	-9	-9
ISO VG	32	46	68	100	150

PERFORMANCE LEVEL

AFNOR NFE 48-690/1 (Dry & Wet); AFNOR NFE 48-603; ISO 11158 HM; GM LS-2; Eaton 03-401-2010 (supersedes Vickers I-286-S & M-2950-S); DIN 51524 Part II; Sauer Danfoss 520L0463; US Steel 126, 127 and 136; JCMAS HK; SABS 1218-1984.

BUILDER APPROVALS

Parker Denison HF0/HF1/HF2; MAG IAS (Cincinnati Milacron) P-68/P-69/P-70

Aug/13



Item 3: Automatic Transmission fluid

ENGEN ATF 33 G and 22 D

DESCRIPTION

Two high quality automatic transmission fluids made from solvent refined base oils, viscosity index improvers, anti-oxidants, anti-wear agents, detergents, defoamants and special friction modifiers. Engen ATF 33 G meets the requirements of Automatic Transmissions designed to use Type F automatic transmission fluids and Ford specification ESW-M2C 33-G. Engen ATF 22 D meets the requirements of Mercedes Benz specification MB 236.1.

APPLICATION

Engen ATF 33 G is used primarily for some commercial transmissions and for certain manual gearboxes and power steering units. Engen ATF 33 G is recommended for the automatic transmissions of Ford and other vehicles such as Leyland, Mazda, Volvo and older Toyota models. Engen ATF 22 D finds application in a wide variety of industrial hydraulic pumps and motors, manufactured by Sperry Vickers, Denison, Sundstrand, and Voith etc. However its prime use is in General Motors automatic transmissions as well as those of Mercedes Benz, Volkswagen, Fiat, Peugeot and Toyota. It is also recommended for ZF Ecomat transmissions where TE-ML-14 fluids are specified. Engen ATF 22 D and Engen ATF 33 G can be used in power steering and many hydraulic and hydrostatic systems.

PERFORMANCE LEVEL

Engen ATF 33 G - Ford ESW-M2C 33-G

Engen ATF 22 D - Allison C-4 (approval no.: C-4 - 20752194), Caterpillar TO-2, Voith, Denison HF-O, MB-Approval 236.1, MAN 339 type D fluid and ZF TE-ML-09, 11 & 14

BENEFITS

- Good wear protection.
- Warranty requirements satisfied.
- Compatibility with seal materials.
- Protection against deposit formation.
- Correct frictional characteristics giving smooth transmission and perfect synchronisation.

TYPICAL PHYSICAL CHARACTERISTICS

Engen ATF	33 G	22 D
Viscosity mPa.s @ -18 °C	1400	-
mPa.s @ -40 °C max.	40000	50000
cSt @ 40 °C	39	37,8
cSt @ 100 °C	8,2	7,4
Viscosity Index	190	170
Pour Point °C, max.	-40	-45
Colour, Visual	Red	Red

Item 4: Universal tractor transmission oil
 Item 5: Gear oil SAE 30

ENGEN TRANSFLUID TO-4 SERIES

DESCRIPTION

These premium quality TO-4 fluids have been formulated specifically for transmissions and drive trains of equipment requiring lubricants having high levels of oxidation stability, the ability to reduce gear wear plus improved friction properties and elastomer compatibility. The performance of these lubricants has been defined by the Caterpillar Company, as a result of comprehensive test evaluation of frictional requirements, wear tests and viscosity, chemical and physical properties, stemming from concerns that modern day diesel engine lubricants, meeting the Cat. TO-2 requirements, are placing more emphasis on reduced engine emissions than the transmissions protection and longevity.

APPLICATION

Although these oils have been classified in terms of SAE engine oil viscosity ratings, they have mainly been formulated for transmissions and drive trains only, and should not be used as an engine crankcase oil as has previously been the case of API CD diesel engine oils meeting the Cat TO-2 oil requirements. Thus, with the development of more specialised drive trains, coupled with the legislation being imposed on diesel engine exhaust emissions in the USA and Europe, the need for specialised lubricants has superseded the convenience of multi-purpose lubricants.

PERFORMANCE LEVEL

Meets the following performance levels:
 Caterpillar TO-4, Allison C-4.

BENEFITS

- Improved oxidation stability.
- Reduced gear wear.
- Superior frictional properties for drive trains.
- Better elastomer compatibility.

TYPICAL PHYSICAL CHARACTERISTICS

Engen Transfluid TO-4 Oil SAE	10W	30	40	50	60
SAE No.	10W	30	40	50	60
Viscosity, cSt @ 40 °C	36	106	152	236	322
cSt @ 100 °C	5,9	11,6	14,8	19,5	24,3
Viscosity Index	96	96	96	95	90
Flash Point, °C	210	228	230	232	242
Pour Point, °C	-30	-15	-12	-12	-6
Density @ 20 °C	0,881	0,893	0,899	0,90	0,901
Total Base No.	10,5	10,5	10,5	10,5	10,5
ISLS Grade	ODT-10	ODT-30	ODT-40	ODT-50	ODT-60

Item 6: SAE 80W90
Item 7: SAE 85W140

ENGEN GEARLUBE EP SERIES

DESCRIPTION

Premium quality, multipurpose gear lubricants containing sulphur-phosphorus EP additives developed to meet the rigorous demands of commercial-fleet manual transmissions, drive axles and final drives. They are also suitable for similar components of farm and contractor equipment and passenger cars and when properly applied at the intervals recommended by car manufacturers, will comply with new car warranty requirements. Engen Gearlube EP Series oils are recommended for API Service Designation GL-5.

APPLICATION

Engen Gearlube EP oils are suitable for initial fill, top-up and refill of manual gearboxes, gearcases of semi-automatic transmissions where EP gear oils are recommended, as well as drive axles and final drives of passenger cars, bakkies trucks and contractor, mine and farm equipment. The exceptional chemical and thermal stability of these oils permit their use at intermittent bulk oil temperatures up to 150°C with realistic drain and refill schedules. Engen Gearlube EP 90-A is one of the few lubricants available in Southern Africa which exceeds the requirements of MB sheet 235.6, which states that conforming products have improved frictional characteristics resulting in lower operating temperatures which obviously implies improved efficiency.

PERFORMANCE LEVEL

API GL-5, MIL-L-2105D (EP 80W-90, 85W-140), MIL-L-2105B(EP 90-A), MAN 342 Type M-2, MB 235.6, (EP 90-A), ZF TE-ML-01 (EP 90-A).

BENEFITS

- Resistance to high temperature oxidation.
- Multipurpose capability minimizes misapplication.
- Protection against wear & scoring under all operating conditions, High Speed, High Torque and Shock Loading.
- Protection against rust and corrosion in wet operating conditions.

TYPICAL PHYSICAL CHARACTERISTICS

Engen Gearlube EP	80W-90	90-A	85W-140
SAE No.	80W-90	90	85W-140
Viscosity, cSt @ 40 °C	131	180	366
cSt @100 °C	14,4	17,0	26,6
Viscosity Index	109	95	97
Pour Point °C	-27	-21	-12
Timken OK Load, kg	30	18	30

Apr/11

Item 8: Gear & Transmission Oil

ENGEN AGRIFLUID**DESCRIPTION**

A high quality, multifunctional, extreme pressure fluid to meet the service top-up and refill needs of transmissions, final drives, hydraulic and power-steering systems and fluid immersed disc brakes of virtually all farm and industrial tractors and mobile equipment, especially where many components must be satisfied with a fluid from a common source. Engen Agrifluid has a viscosity approximating that of SAE 10W-30 engine oil along with a high viscosity index to minimise viscosity changes with changing temperatures. It is extremely stable even in severe high-temperature torque-converter use and has excellent anti-wear properties. Frictional properties are designed to assure proper, decisive functioning of multi-disc clutches used in some transmission designs and in oil immersed disc brakes.

APPLICATION

Engen Agrifluid can be used in transmissions, hydraulic systems, final drives and power steering systems and fluid immersed disc brakes in agricultural and industrial tractors and similar equipment. It is also recommended for hydrostatic drives in contractor and industrial equipment. Whilst it is suitable for topping up tractor transmissions and torque converters where Type A, Suffix A, DEXRON, and Type F Fluids are recommended, it should not be used for passenger car automatic transmissions.

PERFORMANCE LEVEL

API GL-4, Ford New Holland M2C 134-D, M2C 41B, M2C 48B & M2C 53A, Massey Ferguson M1135, M1141, M1143, M1110 (obsolete), M1127 (obsolete) & M1129A (obsolete), John Deere JDM J20C, Allison C-4, Denison HF-0, HF-1, HF-2, Sauer Sundstrand, Sperry Vickers 1-280-S, M-2950-S, JIC 145/MS 1210, JIC 185/MS 1204, MS 1205, MS 1206, MS 1207, B6, Volvo Transmission Oil 97303 and Caterpillar T0-2.

BENEFITS

- Maximum protection against wear and corrosion.
- Good anti-chatter in wet brake systems.
- Good oxidation stability.
- Compatibility with seals and elastomer materials in tractors.
- Single product for most farm lubrication requirements - Simplifies inventory.

TYPICAL PHYSICAL CHARACTERISTICS

SAE No.	80W
Viscosity, cSt @ 40 °C	55
cSt @ 100 °C	9,7
Viscosity Index	158
Flash Point, °C	232
Pour Point, °C, max.	-30
Total Base No., mgKOH/g	10

June/11



Item 9: Wheel bearing Grease

PRODUCT DATASHEET | grease

Engen Super WB Grease

Automotive Lithium Complex Grease



EXTREME
PRESSURE



CORROSION
PROTECTION



WATER
RESISTANT



HIGH
TEMPERATURE

Description

Engen Super Wheel Bearing (WB) Grease is a superior quality, polymer based lithium complex grease specifically designed for transport industry and automotive wheel bearing applications and has a high level of chemical stability, excellent structural stability, high resistance to water washing and provides maximum protection against wear and shock loads.

Application

Designed for use under severe operating conditions, Engen Super Wheel Bearing Grease is recommended for use in rolling element bearings; especially wheel bearings where high cyclic stresses and shock loading are encountered and the heavy use of disc brakes generate high operating temperatures.

It is recommended for the lubrication of boat trailer wheel bearings in both fresh water and salt water environment and may also be used for general automotive applications such as steering and chassis fittings, grease cups and water pump bearings. Continuous operating temperature range from -15°C to +160°C. Short term exposure up to 200°C.

Benefits

- High resistance to water wash-out and spray off.
- Seals against dust
- Excellent protection against rust and corrosion (especially sea water).
- Long service life and good oxidation stability
- Excellent load carrying ability.
- Good retention under shock loading.

Pack Sizes

- 180kg drum
- 50kg keg
- 18kg pail
- 2 x 5kg in carton
- 10 x 500g carton
- 24 x 400g cartridges in carton

Due to continual product research and development, the information contained herein is subject to change without notification. Refer to the Material Safety Data Sheet (MSDS) for information on the safe handling and use of this product.

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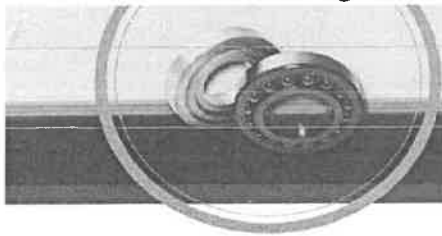
Typical Physical Characteristics

Property	Test Method	Units	Typical Results Engen Super WB Grease
NLGI Grade	ASTM D217		2.5
Thickener Type			Lithium Complex
Colour	Visual		Green
Penetration, @ 25°C Worked	ASTM D217	0.1 mm	255
Dropping Point	IP 396	°C	280
Viscosity of Base Oil @ 40°C	ASTM D445	cSt	540
Timken OK Load	IP 326	Lbs	60
4-Ball Weld load	DIN 51350:4	N	3000
4-Ball Wear Scar, 40kg/1h	DIN 51350:5	mm	0.4
Oil Separation	ASTM D 1742	%	5
20,000 Strokes Worked Penetration	ASTM D217	% Change	10
Shell Roll Stability – 24hrs	ASTM D1831	% Change	10
Density	IP PM-CS/03	g/ml	0.95
Wheel Bearing Leakage @ 105°C	ASTM D1263	%	5
Wheel Bearing Leakage @ 163°C	ASTM D1263	%	7
Water Spray off	ASTM D4049	%	20
Copper Corrosion	ASTM D4048		1A
Oxidation Stability @ 100hrs	ASTM D942	kPa Drop	50

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Item 10: Multipurpose Grease



Greases

Engen Premium EP Series Premium Industrial Lithium Grease



EXTREME PRESSURE



WATER RESISTANT



CORROSION PROTECTION

DESCRIPTION

Premium EP 2 and EP 3 are smooth textured, NLGI 2 and 3 Lithium 12 hydroxystearate based greases which contain an EP (extreme pressure) additive, oxidation, rust, and corrosion inhibitors.

These greases provide exceptional wear protection, good water wash resistance, low temperature dispensing and long life in bearings operating at elevated temperatures.

APPLICATION

Premium EP 2 and EP 3 are recommended for the lubrication of both plain and anti-friction bearings even where severe or shock loads are experienced. Other applications include bushings and pins, geared couplings at normal speeds, vibrating shafts and sliding mechanisms under normal operating conditions.

The stiffer NLGI 3 grease is mainly recommended for applications where maximum protection against penetration of water or solid contaminants is required.

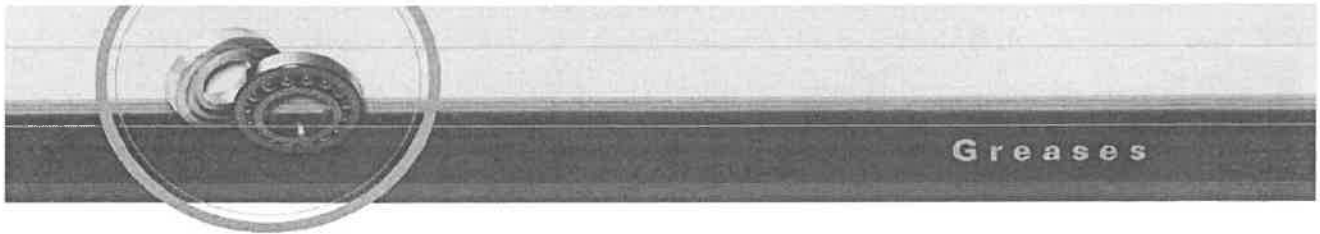
Operating temperatures for both **Premium EP2 and EP3** is -12°C to +130°C

PERFORMANCE LEVEL

- Exceeds SABS 1851 Grease Specification
- Meets Concawe DPD required guidelines

BENEFITS

- Excellent pumpability.
- Shock load capability.
- Multipurpose convenience.
- Superior wear protection.
- Very good resistance to water wash.
- Improved ecological friendly additives
- Formulated with highly refined base stock



TYPICAL PHYSICAL CHARACTERISTICS

	Test Method	Unit	Premium EP2	Premium EP3
NLGI Grade	ASTM D217		2	3
Thickener Type			Lithium	Lithium
Colour	Visual		Brown	Brown
Penetration, @ 25°C Worked	ASTM D217	0.1 mm	280	240
Dropping Point	IP 396	°C	192	193
Viscosity of Base Oil @ 40°C	ASTM D445	cSt	190	190
4-Ball Weld Load	DIN 51350:4	N	3000	3200
4-Ball Wear Scar 40kg/1hr	DIN 51350:5	mm	0.5	0.5
Timken OK Load	IP 326	Lbs	60	60
Oil Separation	ASTM D 1742	%	5	5
20,000 Strokes Worked Penetration	ASTM D217	% Change	10	10
Shell Roll Stability – 24hrs	ASTM D1831	% Change	10	10
Density	IP PM-CS/03	g/ml	0.92	0.92
Wheel Bearing Leakage @ 105°C	ASTM D1263	%	5	5
Copper Corrosion	ASTM D4048		1A	1A
Oxidation Stability @ 100hrs	ASTM D942	kPa Drop	50	50

PACK SIZES

- Engen Premium EP 2 in 18kg pail: material number 13748
- Engen Premium EP 2 in 50kg Keg: material number 13747
- Engen Premium EP 2 in 180kg Drum: material number 13746

- Engen Premium EP 3 in 18kg pail material number 13752
- Engen Premium EP 3 in 180kg Drum: material number 13751

HEALTH & SAFETY

Based on available information, this product is not expected to produce adverse effects on health when used for the intended application and the recommendations provided in the Material Safety Data Sheet (MSDS) are followed. MSDS's are available upon request through your sales contract office, or via the Internet. This product should not be used for purposes other than its intended use. If disposing of used product, take care to protect the environment.

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Due to continual product research and development, the information contained herein is subject to change without notification.
Typical Properties may vary slightly.

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Engen Two Stroke Super

Non-Ash Forming SAE 30 Two Stroke Engine Oil

Description

Engen Two Stroke Super is a superior quality, non-ash forming SAE 30 Two Stroke motor oil. It is dyed blue for ease of identification. Engen Two Stroke Super provides miscibility and fluidity characteristics meeting Grade 2 of SAE J1536 and far exceeds the API TC performance level.

Application

Engen Two Stroke Super can be used in applications where the lubricant is premixed with the fuel, or by metered injection into the engine intake system. Always use ratio recommended by the engine manufacturer. Engen Two Stroke Super is especially formulated for use in modern air cooled two stroke petrol engines. It is suitable for use in racing and severe duty two stroke motorcycle engines as well as modern high revving chainsaws, lawnmowers, scooters and generator sets.

Performance Level

API TC, SAE J1536 Grade 2

Benefits

- Exceeds API TC
- Extended spark plug life
- Protection against spark plug fouling
- Effective lubrication at all speeds and loads
- Excellent miscibility and fluidity characteristics
- Protection against combustion chamber and exhaust port deposits

Typical Physical Characteristics

Engen Two Stroke Super	
SAE No.	30
Viscosity, cSt @ 40 °C	68
Viscosity, cSt @ 100 °C	9,6
Viscosity Index.	110
Flash Point, °C	110
Pour Point, °C	-9
Colour, Visual	Blue

02.2015

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Item 12 : Cutter bar lube

With us you are Number One



PRODUCT DATASHEET | Industrial

Gencut CS 46

Neat Cutting Oil

Description

Gencut CS 46 is a highly chemically active, high performance cutting oil formulated from mineral oils and sulphurized additives. Gencut CS 46 will provide acceptable odour, reduced oil make-up, improved component visibility and swarf removal.

Application

Gencut CS 46 is recommended for difficult to machine metals particularly in gear shaping, hobbing and various other operations. It is recommended for tough and draggy as well as hard brittle materials. Gencut CS 46 can also be used with non-ferrous materials – where staining can be tolerated. In fact this multi-metal capability as well as its multi-operational capacity is a highly valued customer benefit, together with improved surface finish, dimensional accuracy and machine cleanliness.

Benefits

- Improved component visibility.
- Reduced oil make-up.
- Long tool life and reduced downtime.
- Improved surface finish and dimensional accuracy.
- Machine cleanliness.
- Multi-metal capability as well as multi-metal operational capacity.

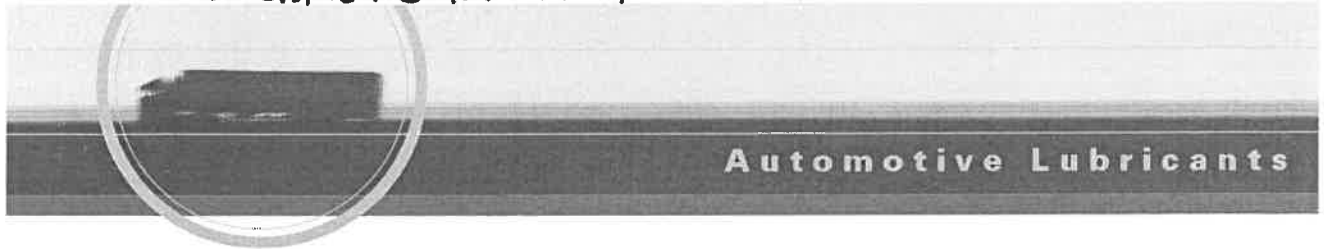
Typical Physical Characteristics

Gencut CS 46	
Viscosity, cSt @ 40 °C	39
Viscosity, cSt @ 100 °C	6,1
Pour Point, °C, max.	-21
Flash Point, °C, min.	212
Density @ 20 °C, kg/l	0,877
Added Sulphur, % m/m, min.	0,8
Chlorine % m/m	0,8/1,2

02.2015

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ENGEN SUPER BRAKE FLUID DOT 4+

DESCRIPTION

Engen Super Brake Fluid Dot 4+ is heavy duty synthetic brake fluid blended mainly from glycol ethers and poly-glycols and contains corrosion and oxidation inhibitors to enhance its natural corrosion and chemical stability. It exceeds the two internationally recognised American Standards, viz., SAE J1703 and DOT 4 (Department of Transportation, USA). It also exceeds the requirements of the South African Government's Compulsory Standard Specification (Gazette No. 4562) and passes all important tests specified for brake fluids, e.g. fluidity at low temperatures, evaporation, water tolerance, compatibility, resistance to oxidation and effect on rubber.

APPLICATION

Engen Super Brake Fluid Dot 4+ is recommended for use in both disc and drum brake systems requiring both Dot 3 and Dot 4 fluids. It is also used in clutch hydraulic systems.

PERFORMANCE LEVEL

SAE J 1703, Dot 4, S.A. Government mandatory requirements.

BENEFITS

- Firm braking pressure under all service conditions
- Excellent chemical stability and freedom from gummy deposits
- High boiling point to prevent vapour forming in brake systems
- Protects metals and rubbers used in hydraulic brake and clutch systems
- Compatible with other brake fluids meeting Compulsory Government Standards

TYPICAL PHYSICAL CHARACTERISTICS

Viscosity, cSt @ - 40 °C	1100
cSt @ 100 °C	1,5
Dry Boiling Point, °C	275

Note: South African Government's Compulsory Standard Specification calls for a minimum Dry Boiling Point of 230 °C.

Tekprol 131

Solvent Based, Water-Washable Degreasing Fluid

Description

A controlled-drying, solvent based, water-washable degreasing fluid designed for most industrial and automotive applications.

Application

Tekprol 131 is a most effective and economical degreasing agent for industrial machinery, cleaning new components after storage, automotive engine cleaning and many other industrial and fleet applications.

It can be applied by brush, spray, dipping or other methods and after a few minutes the part can be washed with water leaving a clean surface which dries easily. The water used for rinsing is usually disposed through conventional gravity traps.

Benefits

- Safety due to its high flash point
- Powerful solvent action - readily dissolves or loosens oil and grease deposits
- Minimum evaporation loss
- Maximum efficiency due to controlled drying
- Simple spray or brush application
- Easily removed by water wash
- Demulsibility aids operation or oil traps
- Can be used with hard, soft and seawater

Typical Physical Characteristics

Tekprol 131	
Density, kg/l at 20 °C	0,830
Emulsion Stability in Hard water	1 hour
Emulsion Stability in Soft water	1 hour
Flash point, °C min.	60

02.2015

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Item 15: Antifreeze

ENGEN ANTIFREEZE & SUMMER COOLANT**DESCRIPTION**

Engen Antifreeze & Summer Coolant is a superior quality concentrated antifreeze and cooling system conditioner which exceeds most OEM requirements. It is ethylene glycol based and incorporates powerful additive technology to ensure year-round protection against freezing and corrosion. Its hybrid corrosion inhibitor package is based on organic acids and silicates. Engen Antifreeze & Summer Coolant does not contain nitrites, amines or phosphates (NAP free). It meets the requirements of ASTM D 3306, ASTM D 4985, SAE J1034, AFNOR NF R 15-601, ONORM V 5123 and BS 6580: 1992.

APPLICATION

Engen Antifreeze & Summer Coolant is designed to give the end user the choice of dilution ratios. The degree of protection will depend on the concentration used. The following dilutions are recommended. 1 ltr of water to 1 ltr antifreeze protects down to -37 °C and protects the cooling system from corrosion for up to 2 years. A mixture of 2 ltr of water to 1 ltr antifreeze protects down to -18 °C. For best protection against rust and corrosion, do not use more than 2 litres of water for every 1 litre of antifreeze. It is strongly recommended that the cooling system be drained completely and flushed with clean water before being filled with a fresh charge of Antifreeze & Summer Coolant mixture.

Warning: Harmful if swallowed. Keep out of the reach of children.

PERFORMANCE LEVEL

MB-Approval 325.0, MAN 324 NF, VW/Audi TL 774-C, BMW N 600 69.0, MTU MTL 5048, GM B 040 0240, Saab 6901599, Scania TB 1451 and KHD H-LV 0161 0188

BENEFITS

- Guards against rust and corrosion.
- Improves efficiency and reduces operating costs.
- Protects against Winter freezing down to -40 °C
- Protects all cooling system metals including aluminium.
- Suitable for all water cooled petrol and diesel engines.
- Improves Summer cooling by promoting rapid heat transfer and raising the boiling temperature of the coolant above 100 °C.

TYPICAL PHYSICAL CHARACTERISTICS

Density @ 20 °C kg/l	1,134
Colour	Blue/Green
Ash Content, % m/m	1,2
Boiling Point @ 760 mm Hg, °C	185

Jun/2012

Item 16: Tar removal



MATERIAL SAFETY DATA SHEET

Description: SAF MORTAR REMOVER

Revision Number: 00

Document Number: MSDS M006

CEMENTITIOUS SMEARS, MINERAL DEPOSITS AND DUST REMOVER

GENERAL

SAF MORTAR REMOVER is a solution of acids for the cleaning and effective removal of cementitious smears, mineral deposits and dust. These deposits are the result of Industrial chemical, mechanical and construction processes.

FORMULATION

SAF MORTAR REMOVER is based on a blend of glycolic acid and a selection of non-ionic surfactants and alcohols.

PRODUCT DESCRIPTION

TEST	UNIT	SPECIFICATIONS
Appearance		Clear colourless liquid, aging to clear straw yellow liquid
Density	g/cm ³	1,01 - 1,05
Acidity	cm ³ 1N KOH/cm ³	1.2 – 2.0
Solubility in water	%	100

PROPERTIES

- * Removes mortar, cementitious and dust deposits.
- * Degreases, etches and de-rusts in one process.
- * Concentrated - can be diluted up to 1:30.
- * Economical - may be used repeatedly.
- * Can be heated to obtain faster action.
- * Also suitable for stainless steel and aluminium surfaces.
- * Safe to use - no excessive fumes.
- * Contains inhibitors to protect metal surfaces.

APPLICATION - Apply the solution from surface to surface at a time.

- Dilute SAF MORTAR REMOVER up to 1:30.
- Apply the solution of SAF MORTAR REMOVER liberally to the surface being treated.
- Allow to stand for 10 – 15minutes.
- **NB: Do not let the solution of SAF MORTAR REMOVER dry on the surface being cleaned. Keep extra solution close by to keep the surface wet.**
- After 10 – 15minutes "scrub" the surface gently using a soft padded brush to remove excess residue.

Once all the SAF MORTAR REMOVER has been removed,

- Rinse the treated surface well with water.

Prepared by: Sabelo Dladla
Reviewed by: Zanele Mthimunye
Status: Issued

Approved by: Doug Cutter
Revision Date: 20 March 2017
Issue Date: 20 March 2017

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MATERIAL SAFETY DATA SHEET

Description: SAF MORTAR REMOVER

Revision Number: 00

Document Number: MSDS M006



- **NB:** Thorough rinsing of the surface you were working on is important before moving on to the next surface.

NOTE:

Protective clothing and equipment should be worn when working with SAF MORTAR REMOVER

THE RECOMMENDATIONS CONTAINED HERE-IN IS BASED ON LABORATORY TESTS AND INFIELD USE EXPERIENCE, AND ARE TO THE BEST OF OUR KNOWLEDGE ACCURATE. SINCE TERMS AND CONDITIONS OF ACTUAL USE ARE BEYOND OUR CONTROL, ALL RECOMMENDATIONS ARE MADE WITHOUT WARRANTY, EXPRESS OR IMPLIED.

Prepared by: Sabelo Dladla
Reviewed by: Doug Cutter
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MATERIAL SAFETY DATA SHEET

Description: SAF MORTAR REMOVER

Revision Number: 01

Document Number: MSDS M006



Company Details

Name	S.A.F.I.C (PTY) LTD	Tel:	+27 11 406 4000
Address	32 Steele Street, Steeledale, Jhb	Fax:	+27 11 406 4252
Postal Address	PO BOX 1754, Alberton North, 1450	e-mail:	technical@safic.co.za

1. Product Identification

Trade Name	SAF MORTAR REMOVER	Product code: M006
Chemical Family	Removes mineral and cementitious deposits (containing glycolic acid, alcohol & non-ionic surfactants)	
Chemical Name	Formulated chemical	
Product Use	Concrete cleaner	
UN number	1805	

2. Composition

CAS No.	Hazardous Components	Approximate %	OSHA PEL
79-14-1	Glycolic Acid 70%	< 25	TWA 1 mg/m ³ ; STEL 3 mg/m ³
EEC classification	Corrosive (C), SAF MORTAR REMOVER		
R Phrases	R23/25 R34/ R51, SAF MORTAR REMOVER		

3. Hazards Identification

Main hazard	Corrosive
Inhalation	Vapours may irritate respiratory tract, nose, and throat. If breathing is difficult, or discomfort occurs, get medical attention.
Skin contact	Tingling, burning, redness, painful.
Eye contact	Burning & watering of eyes, blurred vision; avoid eye contact at all times.
Ingestion	Nausea, vomiting, burning of throat and mouth, stomach pain.

4. First Aid Measures

Inhalation	Move patient to fresh air and allow them some water
Skin contact	Immediately rinse area well with water. In the case of blisters, seek medical attention .
Eye contact	Flush eyes with copious amounts of water for at least 15 minutes. Irrigate eyes thoroughly while lifting eyelids and rolling eyeballs. Even if there is no pain, seek medical attention as delayed damage may occur.
Ingestion	Rinse mouth with water, and allow patient as much water, lime water or milk. Do not induce vomiting, as this may cause further injury. Seek medical attention .

5. Fire Fighting Measures

Extinguishing media	Product non-flammable. Use extinguishing agents suitable for surrounding fire.
Special hazard	Product will generate heat in contact with water.

Prepared by: Sabelo Dladla

Approved by: Doug Cutter

Reviewed by: Doug Cutter

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Protective clothing	Approved self contained breathing apparatus should be utilised or equivalent equipment.
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6. Accidental Release Measures

Personal precautions	Neutralise the product before disposal. The product will etch unsealed concrete. On uncoated metal surfaces, flush off with water to prevent rusting.
Environmental precautions	As per good environmental management practices, prevent contamination of watercourses or ground with large quantities of undiluted product
Small spills	Neutralise with SAF – EA NUETRALISER and flush residue with plenty of water.
Large spills	Dyke ahead of liquid spill. Prevent the discharge of large amounts of concentrated product into sewerage, and watercourses. Neutralise with SAF – EA NUETRALISER and dispose small quantities to effluent with plenty water.

7. Handling & Storage

Handling	Handle product with care – wear protective clothing and equipment.
Storage	Store in a cool dry area. Keep containers sealed.

8. Exposure Controls/Personal Protection

Workers should have access to an eye wash fountain.
If the specific application may result in splashing, safety goggles (VNC11 – supplier – MSA) should be supplied.
NEOPRENE gloves (Technic 420 – supplier – MSA) should be worn at all times.
Work in a well-ventilated area or 6300 type mask/6059 cartridge (3M – supplier) should be utilised where ventilation isn't adequate.

9. Physical and Chemical Properties

Appearance	Clear colourless liquid, aging to clear straw yellow liquid
Density	1,01 - 1,05g/cm ³
Acidity	1.2 – 2.0cm ³ KOH/cm ³
Solubility (water)	100 %

10. Stability and Reactivity

Stability	Stable under normal conditions
Incompatible material	Reacts with alkalis to release toxic corrosive fumes and may etch glass, concrete and cast iron.
Hazardous decomposition products	When heated the product decomposes to toxic corrosive fumes. Suitable respiratory system should be used when extinguishing fire.

11. Toxicological Information (Based on glycolic acid 70%)

Toxicity	Acute oral: LD50: 1938 mg/kg, rat
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	Acute inhalation: LC50/4.0h/rat female: >5.2mg/l
Carcinogenicity	No evidence of carcinogenic properties.
Mutagenicity	No evidence of mutagenic effects
Teratogenicity	No evidence of teratogenic effects
Reproductive effects	Not expected to impair fertility.

12. Ecological Information

Aquatic toxicity – rainbow trout	Acidification of water may be harmful to aquatic organisms.
Aquatic toxicity – daphnia	Acidification of water may be harmful to aquatic organisms.
Aquatic toxicity – algae	Acidification of water may be harmful to plants and other living organisms.
Biodegradability	Major constituent is readily biodegradable. When neutralised salt and water is formed which is harmless to the environment.
Bio accumulation	There's a no possibility of bio accumulation but can lower the pH which can be fatal to aquatic organisms.

13. Disposal Considerations

Disposal method	Neutralise the product before disposing of it using SAF – EA NEUTRALISER for small quantities. Prevent discharge of large quantities to sewerages & waterways
First neutralise the product with SAF – EA NEUTRALISER before containing, flush area with water. Dispose as per agreed local government method for large quantities.	
Disposal of packaging	Recycle or provide to drum collectors or recovers.

14. Transport Information

UN No:	3265
Substance identity no	M006
ADR/RID class	Class 8: Corrosive liquid, acidic, organic based
IMDG – packaging group	III
Marine Pollutant	No, but toxic to aquatic organisms.
IMO/IMDG Classification	Class 8: Corrosive liquid
IATA Classification	Class 8: Corrosive liquid

15. Regulatory Information

EEC-hazard classification	Corrosive {C}
Risk phrases	R22 /R34 / R51
Safety phrases	S24/25 S36/37/39 S60

16. Other Information

References: SABS 0265: 1999, SABS 0228 : 1995, SABS ISO 11014-1: 1994, M.S.D.S. (Suppliers of raw's)

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Reviewed by: Doug Cutter
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MATERIAL SAFETY DATA SHEET



Description: SAF MORTAR REMOVER **Revision Number:** 01
Document Number: MSDS M006

Issued by: Sabelo Dladla
EMERGENCY NUMBERS: 011 406 4000 / 082 412 2298

The information in this MSDS is based on current knowledge and experience at the date of publication. This MSDS summarises our best knowledge of the health and safety hazard information of the product and is intended only as a guide to the appropriate precautionary handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification of the product. The data relates only to the specific product designated, and does not relate to use of the product in combination with any other material or use of the product in any process. The data is not intended to constitute performance information concerning the product. No express warranty, or implied warranty of merchantability for fitness for a particular purpose is made with respect to the product, its composition, its safety or the information contained in this MSDS.

APPENDIX A

Revision Date (dd/mm/yy)	Issued By	Description	DCN No.	Revision No.
06/12/2013	Technical Manager	New Issue	MSDS M006	00
20/03/2017	Operations Director	Document review	MSDS M006	01

Prepared by: Sabelo Dladla **Approved by:** Doug Cutter
Reviewed by: Doug Cutter **Revision Date:** 20 March 2017
Status: Issued **Issue Date:** 20 March 2017

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