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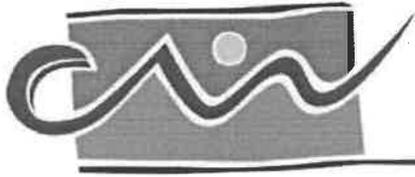
**CAPE WINELANDS DISTRICT**  
MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

**ACKNOWLEDGMENT RECEIPT OF TENDER AND QUOTATION**

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

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

Received by  Date 21/02/2022



**CAPE WINELANDS DISTRICT**  
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**Q 2021/085**  
**SUPPLY AND DELIVERY OF OILS AND LUBRICANTS**

COMPANY NAME: GABRIEL AND MICHAEL MARKETING (PTY) LTD  
POSTAL ADDRESS: 44 DORCHESTER DRIVE  
PARKLANDS  
CAPE TOWN

**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

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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](http://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**

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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](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

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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 fulfillment 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

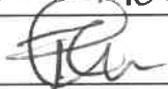
**80/20 Preference point system [(for acquisition of goods or services for a Rand value equal to or above R30 000 and up to R50 million) (all applicable taxes included)]**

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	GABRIEL AND MICHAEL MARKETING (PTY) LTD				
Postal address	44 DORCHESTER DRIVE, PARKLANDS, (CAPE TOWN)				
Street address	44 DORCHESTER DRIVE, PARKLANDS, CAPE TOWN				
Telephone number	Code	021	Number	556 7435	
Cell phone number	072 816 8807				
E-mail address	gandm.marketing@gmail.com				
VAT registration number	4560275681				
Tax compliance status	TCS PIN: B27D155 245	OR	CSD No:	MAAA0324251	
B-BBEE status level verification certificate [tick applicable box]	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no	B-BBEE status level sworn affidavit	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
Are you the accredited representative in South Africa for the goods / services / works offered?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]	Are you a foreign based supplier for the goods / services / works offered?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No [If yes, answer part b:3]		
Total number of items offered	22 ITEMS	Total bid price	R 113 511.07		
Signature of bidder		Date	22/11/2021		
Capacity under which this bid is signed	DIRECTOR				
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](http://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): ..... TSHEGOFATSO GRACE SEDUMEDI

Capacity for the Tenderer: ..... DIRECTOR

Date: ..... 22/11/2021

## 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 an 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
<b>Category 1</b>		
1	Engine oil	SAE 15W-40, to specification API CK-4 or CH-4 / SJ;
<b>Category 2</b>		
2	Hydraulic oil	viscosity grades 10W, S32, S46 and S68 to specification SABS 1218
<b>Category 3</b>		
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
<b>Category 4</b>		
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
<b>LUBRICANTS</b>		

<b>Category 5</b>		
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
<b>Category 1</b>				
1	Engine oil	SAE 15W-40, to specification API CK-4 or CH-4 / SJ	210L	22
<b>Category 2</b>				
2	Hydraulic oil	viscosity grades 10W, S32, S46 and S68 to specification SABS 1218	210L	5
<b>Category 3</b>				
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

<b>Category 4</b>				
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
<b>LUBRICANTS</b>				
<b>Category 5</b>				
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

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### 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): TSHEGOFATSO GRACE SEDUMEDI

Capacity for the Bidder: DIRECTOR

Name of organization: GABRIEL AND MICHAEL MARKETING (PTY) LTD

Name and Signature of Witness: YOLANDA MVELASE  Date: 22/11/2021

**PRICING SCHEDULE**

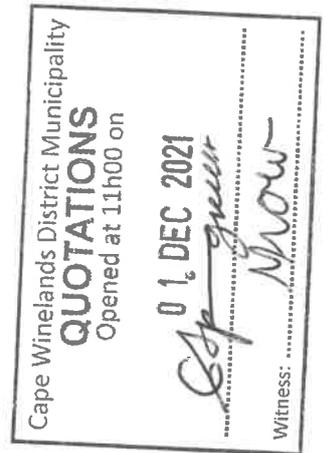
No.	Description	Minimum Specifications	Volume	Unit Price	15% VAT	Total
<b>Oils</b>						
<b>Category 1</b>						
1	Engine oil	SAE 15W-40, to specification API CK-4 or CH-4 / SJ	210L	6490.00	973.50	7463.50
<b>Category 2</b>						
2	Hydraulic oil	viscosity grades 10W, S32, S46 and S68 to specification SABS 1218.	210L	7590.00	1138.50	8728.50
<b>Category 3</b>						
3	Automatic transmission fluid	ATF DX II to specification Allison C-3, C-4	210L	9130.00	1369.50	10499.50
4	Universal tractor transmission oil	SAE 80W to specification ISO 68, API G,	210L	9680.00	1452.00	11132.00
			20L	1012.00	151.80	1163.80
<b>Category 4</b>						
5	Gear oil	SAE 30 to specification API CF	210L	7810.00	1171.50	8981.50
6	Gear oil	SAE 80W / 90 to specification API GL5	210L	8690.00	1303.50	9993.50
7	Gear oil	SAE 85W / 140 to specification API GL5	210L	9020.00	1353.00	10373.00
			20L	1012.00	151.80	1163.80
8	Gear and transmission oil	ISO 220, API CF,	210L	8690.00	1303.50	9993.50
			20L	957.00	143.55	1100.55
<b>Lubricants</b>						
<b>Category 5</b>						

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

T.G.S

9	Wheel bearing grease	Extreme pressure, Lithium complex-based, Operating temperature - 15°C + 150°C, EP2, NLGI-2	50 kg	4950.00	742.50	5692.50
			15 kg	1595.00	239.25	1834.25
10	Multipurpose grease	Extreme pressure, Molybdenum Disulphide Fortified Lithium-hydroxy stearate-based to specification NLGI-2	50 kg	7040.00	1056.00	8096.00
			15 kg	2035.00	305.25	2340.25
11	Super two stroke oil	API TC	20L	2310.00	346.50	2656.50
			5L	577.50	86.63	664.13
12	Cutter bar lube	Grade 150	20L	616.00	92.40	708.40
			5L	NO OFFER		
13	Brake fluid	DOT 4; 2600C minimum	5L	979.00	146.85	1125.85
			500 ml	48.95	7.34	56.29
14	Degreasing fluid	Water based	20L	935.00	140.25	1075.25
15	Antifreeze	SABS 1251	210L	7590.00	1138.50	8728.50
16	Tar/Bitumen removal	Water based	20L	NO OFFER		
17	Paraffin	No standard specification	210L	NO OFFER		

ETA 7-14 WORKING DAYS



T.G.S

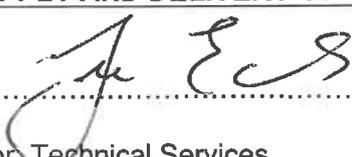
## H. ACCEPTANCE

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	 ..... Date
 ..... Me. E Niemand Witness	 ..... 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
SEDUMEDI	TSHEGOFATSO GRACE	8809261040087	N/A

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

<p><b>LWI</b> Om Voorkeerpunte te eis moet 'n gesertifiseerde afskrif van u Gebalanseerde Breë Basis Swart Ekonomiese Bemagtigings-telkaart voorgelê word <u>tesame</u> met die <b>MBD 6.1 Eisvorm</b> vir punte.</p>	<p><b>NBI</b> 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 <b>MBD 6.1 Claim Form</b>.</p>	<p><b>QAPHELA!</b> 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 <b>MBD 6.1 Claim Form</b>.</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>

GABRIEL AND MICHAEL MARKETING

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

- \*\*1. Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseer 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 aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseer 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 aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseer 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**.

0 %
- 4. Persentasie aandeelhouing 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)

100 %
- 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 shareholders<sup>2</sup>)

1. No bid/database registration will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid/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/shareholders<sup>2</sup> of the company.

3.1	Full Name of bidder or his or her representative	TSHEGOFATSO GRACE SEDUMEDI
3.2	Identity Number (person submitting this declaration)	8809261040089
3.3	Position occupied in the Company (official/director/trustee/shareholder <sup>2</sup> ):	DIRECTOR
3.4	Company Registration Number	2013/145642/07
3.5	Tax Reference Number	9604755166
3.6	VAT Registration Number	4550275681
3.7	The names of all directors/ members/ trustee's/ principle shareholders, their individual identity numbers, personal tax reference numbers and state employee numbers must be indicated in paragraph 4 below	

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

3.9	Have you or any director/ member/ trustee/ principle shareholder been in the service of the state for the past twelve months?	Yes	<input checked="" type="checkbox"/>
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	<del>No</del>
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:	

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	<del>No</del>
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:	

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	<del>No</del>
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:	

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.	<del>Yes</del>	No
3.13.1	If yes, furnish particulars. TSHEGOFATSO GRACE SEDUMEDI HAS SHARES IN MEMOTEK TRADING CC		

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	<del>No</del>
3.14.1	If yes, furnish particulars. ..... .....		

3.15	Is the supplier or any director/ member/ trustee/ principle shareholder listed on the Register for Quotations Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	Yes	<del>No</del>
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	<del>No</del>
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	<del>No</del>
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 <b>every three</b> 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	<del>No</del>
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 TSHEGOFISO GRACE SEDUMEDI	8809261040089	100%	1442484158	N/A	2209411822
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

23/11/2021  
 Date

DIRECTOR  
 Capacity of Signatory

GABRIEL AND MICHAEL MARKETING  
 Name of Bidder/Company/CC Name

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

- <sup>1</sup> 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.

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

**Commissioner of Oaths**

Signed and sworn to before me at Boksburg North

on this the 23 day of November 2021 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 

Position: Constable

Address 37 Fourth Street  
Boksburg North

Tel: 011 675 6480

Apply official stamp of authority on this page:

**SOUTH AFRICAN POLICE SERVICE**  
 CLIENT SERVICE CENTRE  
 BOKSBURG NORTH

**23 NOV 2021**

TEL: 011 892 8351

This document is compulsory, in terms of Regulation 44 of the Supply and Contract 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)

T.G.S

**K. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid: Q 2021/085

SUPPLY AND DELIVERY OF OILS AND LUBRICANTS  
(Bid Number and Description)

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

I certify, on behalf of: GABRIEL AND MICHAEL MARKETING 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;

T.G.S

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 consortium<sup>3</sup> will not be construed as collusive bidding.
  
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (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

22/11/2021

.....  
Date

DIRECTOR

.....  
Position

GABRIEL AND MICHAEL MARKETIN

.....  
Name of Bidder

(PTY) LTD

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

## 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
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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:

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

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:

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

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** = .....<sup>20</sup>.....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

**8. SUB-CONTRACTING**

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

(Tick applicable box)

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

8.1.1 If yes, indicate:

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

(Tick applicable box)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
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		
<b>OR</b>		
Any EME		
Any QSE		

T.G.S

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

9.1 Name of company/firm: GABRIEL AND MICHAEL MARKETING (PTY) LTD

9.2 VAT registration number: 4550275681

9.3 Company registration number: 2013/145642/07

9.4 **TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

GENERAL TRADE

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: CITY OF CAPE TOWN  
Registered Account Number: 223684896  
Stand Number: ERF 2645

9.8 Total number of years the company/firm has been in business: 8 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.

WITNESSES

1. YOLANDA MVELASE 

2. NOXOLO MOKOKO 



SIGNATURE(S) OF BIDDERS(S)

DATE: 22/11/2021

ADDRESS 44 DORCHESTER DRIVE  
PARKLANDS  
CAPE TOWN

**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)... CAPE WINELANDS DISTRICT MUNICIPALITY in accordance with the requirements and specifications stipulated in bid number... 0.2021/085 at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfillment of all conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

Name ISHEGOFAISO GRACE SEUMELO  
 Capacity DIRECTOR  
 Signature   
 Company name GABRIEL AND MICHAEL MARKETING (PTY) LTD  
 Date 22/11/2021  
 Witness 1 YOLANDA MVELASE Date 22/11/2021  
 Witness 2 NOYALO MOTOKO Date 22/11/2021

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

*J.G.S*

1. I ..... in my capacity as .....  
accept your bid under reference number ..... dated ..... 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.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT <small>(if applicable)</small>

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

Signed at ..... on .....

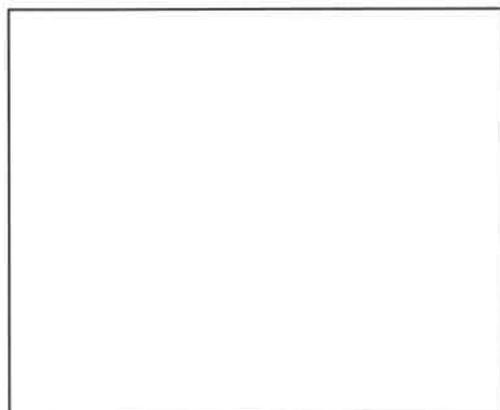
Name (Print) .....

Signature .....

Witness 1 ..... Date .....

Witness 2 ..... Date .....

Official Stamp



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

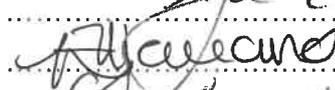
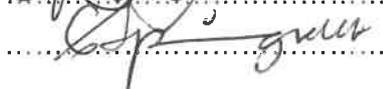
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**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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:** Gabriel & Michael Marketing (Pty) Ltd  
**Prices (VAT included):** Various  
**Brand:** Not applicable  
**Delivery period:** 01 July 2021 to 30 June 2022  
**BBBEE status level:** 1  
**Local content and production:** Not applicable

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

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

**N. MUNICIPAL RATES AND SERVICES**

Names of Directors / Partners	Physical residential address of the Directors / Partners	Municipal Account Number	Name of Municipality
ISHILOFASO GRACE SEUMEDI	114 RIETJONTEIN ROAD, BOKSBURG WEST	220941822	CITY OF EKURHULENI

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

**DECLARATION:**

I, the undersigned (name) ISHILOFASO GRACE SEUMEDI  
 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**

22/11/2021  
**Date**

DIRECTOR  
**Position**

GABRIEL AND MICHAEL MARKETING  
**Name of Bidder** (PT) LTD

**O. AUTHORITY FOR SIGNATORY**

We, the undersigned, hereby authorize Mr/Mrs ISHEGOFARO GRACE SEDUMEDI  
 acting in his/her capacity as DIRECTOR  
 of the business trading as GABRIEL AND MICHAEL MARKETING (PM) LTD  
 to sign all documentation in connection with Quotation Q 2021/085

Name of members / directors	Signature	Date
<u>ISHEGOFARO GRACE SEDUMEDI</u>		<u>22/11/2021</u>

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

T.G.S

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

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

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

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?
4.3.1	If so, furnish particulars: ..... .....

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME) TSHEGOFATSO GRACE SEDUMEDI 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

22/11/2021  
.....  
Date

DIRECTOR  
.....  
Position

GABRIEL AND MICHAEL MARKETING  
Name of Bidder (PTY) LTD

**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	G A B R I E L A N D M I C H A E L
	MARKETING

**DETAILS OF MY/OUR BANK ACCOUNT ARE AS FOLLOWS:**

NAME OF BANK	F I R S T N A T I O N A L B A N K
NAME OF BRANCH	N O R T H R A N D R O A D
BRANCH CODE	2 5 2 6 0 5
ACCOUNT NUMBER	6 2 4 2 8 0 6 6 7 3 3
TYPE OF ACCOUNT	1 1 = Cheque 2 = Savings

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

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

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

I.G. Steyn INITIALS AND SURNAME:      [Signature] AUTHORISED SIGNATURE:      23/11/2021 DATE:      021 556 7435 TELEPHONE NUMBER:

**FOR BANK USE ONLY**

<p>I/we hereby certify that the details of our clients bank account as indicated on the credit order instruction is correct:</p> <p><u>[Signature]</u></p> <p>AUTHORISED SIGNATURE</p>	<p>FNB NORTH RAND OFFICIAL DATE STAMP 23 NOV 2021 TEAM LEADER 252 - 605</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------

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

## 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:

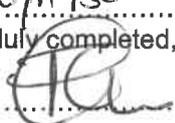
<b>Form G - Form of offer</b> Is the form duly completed and signed?	Yes	<input checked="" type="checkbox"/>	No	
<b>Form J – Declaration of Interest (MBD4)</b> Is the personal declaration from each and every owner / member / director duly completed, certified and signed?	Yes	<input checked="" type="checkbox"/>	No	
<b>Form K – Certificate of Independent Bid Determination (MBD 9)</b> Is the form duly completed and signed?	Yes	<input checked="" type="checkbox"/>	No	
<b>Form L – Preference Points Claim – (MBD 6.1)</b> Is the form duly completed and signed?	Yes	<input checked="" type="checkbox"/>	No	
<b>Form M - Contract Form</b> Is the form duly completed and signed?		<input checked="" type="checkbox"/>		
<b>Form N – Municipal Rates and services</b> Is a certified copy of the <u>bidder's and those of its director's</u> 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"/>	No	
<b>Form O– Authority for Signatory</b> Is the form duly completed and is a certified copy of the resolution attached?	Yes	<input checked="" type="checkbox"/>	No	
<b>Form P – Declaration of Past Supply Chain Practices (MBD 8)</b> Is the form duly completed and signed?	Yes	<input checked="" type="checkbox"/>	No	
<b>Tax Compliance Status</b> Is your unique personal identification number (pin) issued by SARS attached?	Yes	<input checked="" type="checkbox"/>	No	

<b>Additional documents applicable to this specific quotation: Failure to submit this documentation shall lead to disqualification)</b>				
<b>Company profile</b> Is a company profile attached?	Yes	<input checked="" type="checkbox"/>	No	

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

<b>B-BBEE Certificate</b> Is a certified copy of the B-BBEE or Original certificate attached?	Yes	<input checked="" type="checkbox"/>	No	
--------------------------------------------------------------------------------------------------	-----	-------------------------------------	----	--

I, ISHLETO PATSO GRACE Sedumezi confirm that all compulsory documents for this tender is duly completed, signed and attached to this document.

Signature:  Date: 23/11/2021

## 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	CITY OF CAPE TOWN
Description of project	OIL; HYDRAULIC ISO 46 HF / MEDIUM; 2KA
Contact person name	F. SHAIK
Contact person telephone number	021 400 6761
Value of project	R 57 167.88

Company Name	CITY OF CAPE TOWN
Description of project	GREASE: STANDARD PRESSURE; 18KG PALES
Contact person name	L. RITTER
Contact person telephone number	021 400 9234
Value of project	R 58 268.20

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



**TAX COMPLIANCE STATUS**  
**PIN Issued**

GABRIEL AND MICHAEL MARKETING PTY  
LTD  
PO BOX 10768  
BOKSBURG WEST  
1459

**Enquiries should be addressed to SARS:**

**Contact Detail**

SARS  
Alberton  
1528

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

**Details**

Taxpayer Reference Number: 9604755166

Always quote this reference  
number when contacting SARS

Issue Date: 2021/01/21

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	Gabriel And Michael Marketing Pty Ltd
Trading Name	GABRIEL AND MICHAEL MARKETING
Tax Reference Number(s)	IT - 9604755166 Vat - 4550275681
Purpose of Request	Tender
Request Reference Number	0031723725TS2101211324374
PIN	B27D155245
PIN Expiry Date	21/01/2022

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**

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL**

I, the undersigned,

<b>Full name &amp; Surname</b>	TSHEGOFATSO GRACE SEDUMEDI
<b>Identity number</b>	8809261040089

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 Director of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	GABRIEL AND MICHAEL MARKETING (PTY)LTD
<b>Trading Name (if Applicable):</b>	GABRIEL AND MICHAEL MARKETING (PTY)LTD
<b>Registration Number:</b>	2013/145642/07
<b>Enterprise Physical Address:</b>	6 VAN DER MERWE STREET, BOKSBURG WEST, BOKSBURG ,1459
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	PRIVATE LIMITED
<b>Nature of Business:</b>	GENERAL TRADE
<b>Definition of "Black People"</b>	<p>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 –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p style="margin-left: 40px;">I. before 27 April 1994; or</p> <p style="margin-left: 40px;">ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>

<b>Definition of "Black Designated Groups"</b>	<b>"Black Designated Groups means:</b>  (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 100 % 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 100 % 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 % = 100 %
  - Black Disabled % = 0 %
  - Black Unemployed % = 0 %
  - Black People living in Rural areas % = 0 %
  - Black Military Veterans % = 0 %
- Based on the Financial Statements and other information available on the latest financial year-end of 28/02/2020 , 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)	

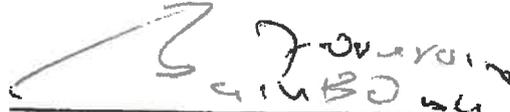
4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date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

Deponent Signature:



18/08/2021

Date:

  
Commissioner of Oaths  
Signature & stamp







**CITY OF CAPE TOWN**  
**ISIXEKO SASEKAPA**  
**STAD KAAPSTAD**

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



JOHN MILLION  
 41B LA VIVIER VILLAS  
 PARKLANDS MAIN ROAD  
 PARKLANDS  
 7441

<b>Tax invoice number</b>	240007717849
<b>Customer VAT registration number</b>	
<b>Account number</b>	223684896
<b>Distribution code</b>	
<b>Business partner number</b>	1002388562

**Computer generated copy tax invoice**

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

**Account summary as at 14/10/2021**

**Due date 08/11/2021**

**At 44 DORCHESTER DRIVE, PARKLANDS / Erf 2645**

Previous account balance		6389.77
Less payments		0.00
<b>Arrears (a)</b>	<b>Payable immediately</b>	<b>6389.77</b>
Latest account - see overleaf		2605.80
<b>Current amount due (b)</b>	<b>Payable by 08/11/2021</b>	<b>2605.80</b>
	<b>Total (a) + (b)</b>	<b>8995.57</b>
Total (a) + (b) above	8995.57	
<b>Total liability</b>	<b>8995.57</b>	

**THINK WATER**  
 CARE A LITTLE. SAVE A LOT.  
[www.capetown.gov.za/thinkwater](http://www.capetown.gov.za/thinkwater)

**Please note:**

1. Payment options

- (a) Debit orders: Call 0860 103 089 or visit a Customer Service Centre. (b) Internet payments: Visit [www.Easypay.co.za](http://www.Easypay.co.za).  
 (c) Electronic payments (EFT): Select the City of Cape Town as a bank-listed beneficiary on your bank's website. Use only your nine-digit municipal account number as reference.  
 (d) Direct deposit at Nedbank: Please present your account number 223684896 to the bank teller. (e) Cash, debit card, credit card and other: Please present your account to the cashier.

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

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

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

5. Failure to pay could result in:

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

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

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

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



JOHN MILLION



>>>> 915552236848969

<b>Account number</b>	223684896
Total due if not paid in cash	8995.57
Amount due if paid in cash	8995.50
Rounded down amount carried forward to next invoice	0.07

Account details as at 14/10/2021

Account number

223684896

**PROPERTY RATES ( Period 15/09/2021 to 14/10/2021 ) 30 Days**

At 44 DORCHESTER DRIVE, PARKLANDS / Erf 2645

Residential

Rateable portion of valuation From : 15/09/2021 R 2030000 - R 15000 = R 2015000

# From 15/09/2021 : R 2015000.00 @ 0.0060300 ÷ 365 x 30

998.67

Additional rebate credit

# From 15/09/2021 : R 285000.00 @ 0.0060300 ÷ 365 x 30

141.25-

**857.42****WATER ( Period 09/09/2021 to 08/10/2021 - 30 Days ) (Actual reading)**

At 44 DORCHESTER DRIVE, PARKLANDS / Erf 2645

Meter no: C-BLB2865 / Consumption 27.000 kl / Daily average 0.900 kl

Consumption charge (domestic)

&amp; (1) 5.9180 kl @ R 15.8600 (2) 4.4380 kl @ R 21.7900

(3) 16.6440 kl @ R 29.6100

683.39

&amp; Fixed Basic Charge ( 20mm - C-BLB2865 ) R 109.73 x 1

109.73

**793.12****REFUSE ( Period 15/09/2021 to 14/10/2021 ) 30 Days**

At 44 DORCHESTER DRIVE, PARKLANDS / Erf 2645

&amp; Refuse charge ( 1 X 240IBIN X 1 Removals )

142.00

**142.00****SEWERAGE ( Period 09/09/2021 to 08/10/2021 - 30 Days ) (Actual reading)**

At 44 DORCHESTER DRIVE, PARKLANDS / Erf 2645

Disposal charge

&amp; (1) 4.1420 kl @ R 13.9400 (2) 3.1070 kl @ R 19.1500

(3) 11.6510 kl @ R 26.8900

430.54

&amp; Dunning charge

148.52

**579.06**

Add interest on outstanding balance

7.07

Add 15% VAT on amounts marked with &amp; above

227.13

0% VAT on amounts marked with # above

Current account: Total due

2605.80

**Meter details****Previous reading****New reading****Units used**

WATER C-BLB2865

001

837.000kl (Actual)

864.000kl

(Actual)

27.000kl

COMMERCIAL  
LEASE AGREEMENT



Ref.: HOR 39

Lease

(for commercial purposes)

2 Sets MISC  
39 Eng.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made and entered into by and between the LESSOR, whose details are as follows: (State full name and identity number, or in the case of a juristic person, the name of the person and the registration number thereof)

JOHN MILYON; 7207265884/83

Address of the LESSOR: (state physical address and contact telephone number)

44 DORCHESTER DRIVE, PARKLANDS,  
CAPE TOWN, 7441, DTG 3/3 0/33, 021

LEE whose details are as follows: (State full names and identity number, or in the case of a juristic person, the name of the person and the registration number thereof)

GABRIEL AND MICHAEL

MARKETING: CK 2013/145642/07

While every effort has been made to make these documents easy to use correctly, each local variation could have characteristics which might render their use inappropriate which is why it is always advisable to consult a legal adviser if there is any doubt. Accordingly, neither the authors, publishers, approvers, printers, distributors, nor retailers shall be liable to any person in respect of any loss or damage caused or alleged to be caused directly or indirectly by what is contained or left out of any form pack.



physical address and contact telephone number)

44 DORCHESTER DRIVE  
PARKLANDS, CAPE TOWN

Proudly



J.M. T.G. 5

# Lease

(for Commercial Properties)

## Memorandum of Agreement

THIS MEMORANDUM OF AGREEMENT is made and entered into by and between the LESSOR, whose details are as follows: (State full names and identity number, or in the case of a juristic person, the name of the juristic person as well as the name of the person or agent acting on behalf of the juristic person and the registration number thereof)

JOHN MULLER 7207265884/83

Address of the LESSOR: (State physical address and contact telephone number)

44 DORCHESTER DRIVE, PARKLANDS, CAPE TOWN  
076 313 0133

AND

the LESSEE whose details are as follows: (State full names and identity number, or in the case of a juristic person, the name of the juristic person as well as the name of the person or agent acting on behalf of the juristic person and the registration number thereof)

GABRIEL AND MICHAEL MARKETING (PTY) LTD  
CK 2013/145642/07

Address of the LESSEE: (State physical address and contact telephone number)

44 DORCHESTER DRIVE, PARKLANDS, CAPE TOWN  
021 556 7435

1. The LESSOR lets to the LESSEE who hires the following commercial property (hereafter referred to as "the property") (give full description of the property including the size of floor area) and state the physical address thereof.

500 m<sup>2</sup> at 44 DORCHESTER DRIVE, PARKLANDS  
CARE TOWN, 7441

2. The lease is for a fixed period of 10 YEARS reckoned from 01/08/2018 and terminating on 30/07/2028 on which date the LESSEE undertakes to vacate the property.

3. The LESSEE has the option to renew the lease for a further period of 10 YEARS reckoned from the date of termination provided that notice to the LESSOR of the LESSEE'S intention to exercise this option is given in writing at least 3 (THREE) calendar month(s) before date of termination and subject to the LESSOR accepting the renewal of the lease in writing.

4. The monthly rental is calculated as follows:

Basic rental:	R	<u>9 000.00</u>	, plus
Operating costs:	R	<u>1 500.00</u>	, plus
Other:	R	<u>-</u>	, plus
VAT:	R		, plus
TOTAL:	R	<u>10 500.00</u>	

5. The total of the rental amount as described in clause 4 above (and later in clause 6 below) is payable, by the LESSEE to the LESSOR, monthly in advance on the first day of each month, without any deductions whatsoever, and the parties expressly agree that no set-off shall be deducted from the rent amount, either in full or partial deductions. This rental amount is payable to the LESSOR at (state physical address and/or banking details where payment will be accepted. If payment is to be made directly into the Lessor's bank account state fax number or physical address where proof of payment is to be submitted by the LESSEE).

F.N.B

ACCOUNT NUMBER : 62361#18091

BRANCH CODE : 250 655

Fax : 011 824 4188

6. Should the option to renew the lease be exercised in terms of the provisions hereof, the rent for such per further period payable similarly, shall be

R. NEGOTIATED made up as follows:

Basic rental: R. N/A, plus

Operating costs: R. \_\_\_\_\_, plus

Other: R. \_\_\_\_\_, plus

VAT: R. \_\_\_\_\_, plus

TOTAL: R. \_\_\_\_\_

7. A deposit in the amount of R. 21 000.00 is payable by the LESSEE to the LESSOR at the commencement of this agreement. The LESSEE may also provide an acceptable bank guarantee for the amount of the deposit. The said deposit (or bank guarantee) will be security for the LESSEE'S obligations in terms of this agreement.

8. If during the currency of this lease the Rates and/or Taxes and/or services charges in respect of the property should be increased above the amount payable in respect thereof as at the date of signature hereof, then the LESSEE shall pay the LESSOR such additional Rates and/or Taxes which shall be paid together with the rent.

**9. THE LESSEE SHALL:**

- a. Pay all charges for electricity and water supplied to the property;
- b. Pay all amounts due in terms of this lease free of exchange;
- c. Not cede or assign the lease;
- d. Not sub-let the whole or any part of the property to anyone without the written consent of the LESSOR which consent shall not be unreasonably withheld. The onus is on the LESSEE to prove unreasonableness;
- e. Use the leased property only for commercial purposes;
- f. Keep the property clean, tidy and hygienic and not make any structural or other alterations, additions to or improvements in the property without the PRIOR written consent of the LESSOR, which consent will not be withheld unreasonably for an alteration or addition which is not structural.
- g. Permit the LESSOR, or his duly authorized representatives, agents, servants and contractors to inspect, carry out any necessary repairs, replacements or other works, or to perform any other lawful function in the bona fide interests of the LESSOR at all reasonable times, and the LESSOR shall ensure that this right is exercised with due regard for, and a minimum of interference with, the beneficial enjoyment of the Property by those in occupation thereof.
- h. Not do or allow to be done either by commission or omission anything which would increase the premiums of or vitiate the Policies of Insurance on the property. Full particulars of such insurance shall be made available by the LESSOR on written request by the LESSEE;
- i. Be responsible for maintenance, repair, upkeep and/or decoration as the case may be, of the interior of the property including all ceilings, all wall and floor coverings, all doors and windows, all cooking, heating, cooling, lighting, plumbing and airconditioning installations (and any part of any such doors, windows and installations) all other fixtures, fittings, furnishings and any machinery and equipment in or on the property.
- j. Not cause any noise or nuisance which would in any way disturb the quiet and peaceful occupation of the neighbouring premises.

10. THE LESSOR SHALL:
- a. Be responsible for the maintenance and upkeep of the exterior of the property including the roof;
  - b. Not be responsible for any damage caused to the LESSEE by leakage, rain, hail, snow, fire or interruption of water or electricity supplies or any cause whatsoever;
  - c. Be responsible for payment of the Rates and/or Taxes and/or services charges presently assessed on the property, to the local authority as at the date of signature hereon;
  - d. Be entitled at any time during the currency of the lease to require the LESSEE to reinstate the property at the LESSEE'S expense to the same condition as it was at the date hereof;
  - e. Forthwith repair any structural defects which may appear in the property;
11. In the event of total or partial destruction of any property or any portion by any cause the LESSOR shall be entitled to terminate the lease failing which it shall continue, but the LESSEE shall during the period for which the property or part thereof is unfit for occupation be entitled to a proportionate abatement of rent. Failing agreement on such abatement or on the applicability of this clause to any particular circumstances, the matter shall be referred to an expert appointed by the parties jointly or, if they do not agree on such appointment, nominated by the President for the time being of The Institute of Estate Agents of South Africa, and the decision of such expert shall be final and binding. The expert's fees and disbursements, including any inspection costs, shall be borne and paid by the parties in equal shares. Pending determination of the abatement the LESSEE shall continue to pay the full rent of the Property as if they had not been damaged, and as soon as the matter has been resolved the LESSOR shall make the appropriate repayment to the LESSEE. The LESSEE shall have no claim for compensation against the LESSOR, but should the destruction be due to the default or negligence of the LESSEE, his servants or persons occupying the property under him, the LESSOR shall under these circumstances be entitled to claim payment of such damages as the LESSOR may have suffered;
12. Should the LESSEE fail to pay the rent or any portion thereof on its due date, or breach any other condition of this Lease, and remain in default for seven days after receipt of notice to the LESSEE requiring payment of the rent or to remedy the breach, as the case may be, or if the LESSEE shall become insolvent, the LESSOR shall have the right forthwith to cancel this lease and to re-enter upon and take possession of the leased property without prejudice to any claim which the LESSOR may have against the LESSEE for the rent already due or damages for breach of contract or otherwise. If the LESSOR cancels this lease and the LESSEE disputes the right to cancel and remains in occupation of the property, the LESSEE shall pending settlement or resolution of any dispute, either by negotiation or litigation, continue to pay an amount equivalent to the monthly rental provided in this lease monthly in advance on the first day of each month and the LESSOR shall be entitled to accept and recover such payment the acceptance of which shall be without prejudice to and shall not in any way affect the LESSOR'S claim to cancellation then in dispute. If the dispute is resolved in favour of the LESSOR, the payments made and received in terms of this clause shall be deemed to be amounts paid by the LESSEE on account of damages suffered by the LESSOR by reason of cancellation of this lease and/or the unlawful holding over by the LESSEE.
13. Neither party shall be regarded as having waived, or be precluded in any way from exercising, any right under or arising from this lease by reason of such party having at any time granted any extension of time for, or having shown any indulgence to, the other party with reference to any payment or performance hereunder, or having failed to enforce, or delayed in the enforcement of, any right of action against the other party.
- 13.1 The failure of either party to comply with any non-material provision of this lease shall not excuse the other party from performing the latter's obligations hereunder fully and timeously.
14. The parties choose as their *domicilia citandi et executandi* the addresses mentioned in the preamble above, provided that such *domicilium* of either party may be changed by written notice from such party to the other party with effect from the date of receipt or deemed receipt by the latter of such notice.
- 14.1 Any notice, acceptance, demand or other communication properly addressed by either party to the other party at the latter's *domicilium* in terms hereof for the time being and sent by prepaid registered post shall be deemed to be received by the latter on the THIRD business day following the date of posting thereof. This provision shall not be construed as precluding the utilisation of other means and methods (including telefacsimile or e-mail) for the transmission or delivery of notices, acceptances, demands and other communications, but no presumption of delivery shall arise if any such other means or method is used.

J.M. T.G.S.

15. The parties hereby consent to the jurisdiction of the Magistrate's Court in respect of and legal proceedings arising out of this lease.
16. This is the entire agreement between the parties.
- 16.1 Neither party relies in entering into this agreement on any warranties, representations, disclosures or expressions of opinion which have not been incorporated into this agreement as warranties or undertakings.
- 16.2 No variation or consensual cancellation of this agreement shall be of any force or effect unless reduced to writing and signed by both parties.
17. The costs of this lease together with the stamp duty thereon shall be paid by the LESSEE.
18. Special conditions:

*THE BUSINESS PREMISES SHALL BE USED FOR BUSINESS PURPOSE AS PER YOUR FORM COR 14.3, COR 14.1, COR 15.1A*

19. The person signing this lease on behalf of the LESSOR expressly warrants his authority to do so and the person signing this lease on behalf of the LESSEE expressly warrants his authority to do so.
20. This lease is subject to the suspensive condition that *TERESA GRACE SEPUMEDI* (insert name of surety and co-principal debtor) becomes bound to the LESSOR under this lease as surety and co-principal debtor for all the obligations of the LESSEE to the LESSOR under this lease as well as those arising in consequence of any termination thereof. If that condition remains unfulfilled by *08/08/2018* (specify time and date) or any later time and date agreed upon between the parties in writing, this lease shall not come into operation but shall be null and void save that the LESSEE shall then solely bear and pay, or reimburse the LESSOR on demand with, the costs of this lease and the LESSOR'S expenses in reletting "the Property", including any agent's commission and advertising costs.
21. The validity of this lease shall not in any way be affected by the transfer of "the Property" from the LESSOR pursuant to a sale thereof. It shall accordingly, upon registration of transfer of the Property into the name of the purchaser, remain of full force and effect save that the purchaser shall be substituted as LESSOR and acquire all rights and be liable to fulfil all the obligations which the LESSOR, as LESSOR, enjoyed against or was liable to fulfil in favour of the LESSEE in terms of the lease.
22. The LESSEE shall at all reasonable times
- 22.1 During the Lease Period, allow prospective purchasers of the Property or of any shares or other interests in the LESSOR; and
- 22.2 During the last THREE (3) months of the Lease Period, allow prospective tenants or purchasers of the Property, to enter and view the interior of the Property.

IN WITNESS WHEREOF the parties have hereunto set their hands in the presence of the undersigned witnesses:

By the LESSOR at PARKLANDS on this the 01/08/2018 day of August 2018

AS WITNESSES:

- Theresa Grace Sepumedi
- Ngwenyama Maphahisa

By the LESSEE at PARKLANDS on this the FIRST day of August 2018

AS WITNESSES:

- Mr MOKOLO MOKOLO
- Mr MTOKOZO MHLINGWA

**Certificate issued by the Companies & Intellectual Property  
Commission on Wednesday, October 28, 2020**



Companies and Intellectual  
Property Commission

a member of the dti group

**Abridged Certificate for Annual Returns**

**CoR 30.1**

Registration Number: 2013 / 145642 / 07  
Enterprise Name: GABRIEL AND MICHAEL MARKETING

**ENTERPRISE INFORMATION**

Registration Number **2013 / 145642 / 07**  
Enterprise Name **GABRIEL AND MICHAEL MARKETING**  
Enterprise Shortened Name  
Enterprise Translated Name  
Registration Date **2013-08-20 1**  
Business Start Date **2013-08-20 12:00**  
Enterprise Type **Private Company**  
Enterprise Status **In Business**  
Financial Year End **February**  
Addresses **POSTAL ADDRESS** **ADDRESS OF REGISTERED OFFICE**  
**PO BOX 10768** **6 VAN DER MERWE STREET**  
**BOKSBURG WEST** **BOKSBURG WEST**  
**GAUTENG** **GAUTENG**  
**1459** **1459**

**AUDITOR / ACCOUNTING OFFICER INFORMATION**

Auditor Name	Effective Date	Status	Type
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**DIRECTOR / MEMBER INFORMATION**

ID No / Date of Birth	Surname	Name(s)	Status	Type
880926 XXXX 08 X	SEDUMEDI	TSHEGOFATSO GRACE	Active	Incorporator
880926 XXXX 08 X	SEDUMEDI	TSHEGOFATSO GRACE	Active	Director

Physical Address  
**the dti** Campus - Block F  
77 Meintjies Street  
Sunnyside 0001

Postal Address: Companies  
P O Box 429  
Pretoria  
0001

Docex: 256  
Web: [www.cipc.co.za](http://www.cipc.co.za)  
Contact Centre: 086 100 2472 (CIPC)  
Contact Centre (International): +27 12 394 9573



NO. OF CERTIFICATE

1

# Share Certificate

NO. OF SHARES

1000

**GABRIEL AND MICHAEL MARKETING (PTY) LTD**

Registration Number: 2013/145642/07

**This is to certify**

That Tshogofatso Grace Sedumedi (ID 880926 1040 089) of Unit 4, 6 Dan Davies Street, Boksbury, West Gauteng, 1459, is the Registered Proprietor of 1000 ordinary par value fully paid shares of one rand each numbered as per margin inclusive in the above-named Company subject to the Memorandum of Incorporation and the Rules and Regulations of the Company.

Signed at Gauteng on 20 August 2013

  
Director





## CSD REGISTRATION SUMMARY REPORT

### SUPPLIER IDENTIFICATION

Supplier number	MAAA0324251	Business status	In Business
Is supplier active?	Yes	Country of origin	South Africa
Supplier type	CIPC Company	South African company/CC registration number	2013/145642/07
Supplier sub-type	Private Company (Pty)(Ltd)	Have Bank Account	Yes
Legal name	GABRIEL AND MICHAEL MARKETING	Registration date	20 Aug 2013 00:00:00:000
Trading name	GABRIEL AND MICHAEL MARKETING	Restricted Supplier	No
Identification type	South African Company/Close Corporation Registration Number	Restriction Last Verification Date	05 Oct 2021 12:09:29:250
Government breakdown	Private Companies (Pty) (Ltd)		

### PREFERRED CONTACT

Contact type	Administration	Prefer communication via telephone	Yes
Name(s)	TSHEGOFATSO GRACE SEDUMEDI	Email address	gandm.marketing@gmail.com
Identification type	South African Identification Number	Telephone number	0118261454
Prefer communication via cellphone	Yes	Cellphone number	072 816 8807
Prefer communication via email	Yes	Fax number	0118261454

### PREFERRED ADDRESS

Address type	Physical	Municipality	Ekurhuleni
Address line 1	6 Van Der Merwe Street	City	Boksburg
Address line 2	Boksburg West, Boksburg	Postal code	1459
Suburb	Boksburg West	Ward Number	22
Province	Gauteng	Country	South Africa

### PREFERRED ACCOUNT

Account type	Current Accounts	Account holder	GABRIEL AND MICHAEL MARKETING
Bank	FIRST NATIONAL BANK	Bank Verification Status	Verification Succeeded
Branch number	252805	Is this a preferred account?	Yes
Branch name	NORTH RAND ROAD	Edit date	12 Sep 2016 16:20:01:390
Account number	62428066733	Is the identifier linked at the bank	Yes

### TAX

Overall Tax Status	Tax Compliant	VAT Status	Compliant tax status Verified
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## CSD REGISTRATION SUMMARY REPORT

<b>Income Tax Status</b>	Compliant tax status Verified	Is this supplier a VAT vendor?	Yes
VAT number	4550275681	Last validation date	05 Oct 2021 12:09:00:000
<b>SUPPLIER DIRECTOR/MEMBERS</b>			
Is there any director whom is restricted?	No	Is there any director who is a government employee?	No
<b>SUPPLIER COMMODITIES</b>			
Commodity family	Electrical equipment and components and supplies;		
<b>BBBEE INFORMATION</b>			
Certificate Type	Sworn Affidavit	Certificate Issue Date	16 Jan 2017 00:00:00:000
BBBEE Status Level Of Contributor	Level 1 Contributor	Certificate Expiry Date	15 Jan 2018 00:00:00:000
Status	Expired	Verification Status	Manual verification required
<b>DEMOGRAPHIC INFORMATION</b>			
Gender demographics available?	Yes	Youth demographics available?	Yes
Military veteran demographics available?	No	Disabilities demographics available?	No

The CSD does not automatically verify foreign company registration number, international securities identification number, foreign identification numbers, foreign passport numbers, work permit numbers, foreign bank accounts, B-BBEE, demographic and accreditation information. Organs of State are required to manually verify this information with the applicable verification institutions as per their current policies and procedures.





## CSD REGISTRATION SUMMARY REPORT

### Tips and Frequently Asked Questions (FAQ)

#### Identifier

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

#### Bank

For help on how to resolve bank failures click here: [I received an email stating the bank information I captured on the CSD was sent for bank account validation and could not be validated. The response received from the bank contains an error message.](#)

The various possible error messages received from the bank are highlighted in red. Search for the applicable message and follow the detailed steps associated with that error message.

#### Tax

##### Tax Compliance Status

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

##### Tax Compliance Expiry Date

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

#### CIPC

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

#### State Employee

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





# labour

Department:  
Labour  
REPUBLIC OF SOUTH AFRICA



2020020619

CALL CENTER NO: 0860 105 350

REG NO : 990001255972  
FAX NO : 0123456789  
ISSUE DATE : 2021-04-29  
CERTIFICATE NO : 2020020619

**GABRIEL AND MICHAEL MARKETING PTY LTD**  
**PO BOX 10768**  
**BOKSBURG WEST**

## 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:

**GABRIEL AND MICHAEL MARKETING PTY LTD**

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

**Nature of business :SUPPLY AND DELIVERY OF GROCERIES**

**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>





For attention: Ms TG Sedumedi  
Policy holder: Gabriel & Michael Marketing Pty Ltd  
44 Dolchester Drive  
Parklands  
Western Cape  
7441

05 August 2021

**Policy number:** OT29636505

Dear Ms Sedumedi

Enclosed please find a Provisional Schedule reflecting the state of your policy as at 06 August 2021.

Please note that this schedule does not serve as a replacement to your actual schedule.

Kind regards,

A handwritten signature in black ink that reads "Riyaad Loonat". The signature is written in a cursive style and is placed over a light grey, dotted rectangular background.

**Riyaad Loonat**  
**Chief Operating Officer – OUTsurance Business**



## SUMMARY OF INSURANCE AND PREMIUM

Policy number	OT29636505
Insurer	OUTsurance Insurance Company Limited
Suburb	Centurion
VAT registration number	4340147224
Company registration number	1994/010719/06

Policy holder	Gabriel & Michael Marketing Pty Ltd
VAT registration number	4550275681
Company registration number	2013/145642/07
Postal address	44 Dolchester Drive Parklands Milnerton 7441

Home telephone number	
Work telephone number	0118261454
Facsimile number	0215567435
Cellular number	0728168807
E-mail address	gandm.marketing@gmail.com

Business type	Primary
Business description	Retail - Electrical Retail
Business in force duration	4-5 Years
Accreditation	None
Annual turnover	R513,465
Number of employees	3

Premium payment frequency	Annual
Premium collection day	31 March
Financial institution	FNB
Branch code and name	250655 FNB
Account holder	Gabriel & Michael Marketing Pty Ltd
Account type	Current Acc
Account number	*****6733



Inception date	31 March 2017
Renewal date	31 March 2022

This schedule together with your policy document, contains the terms, conditions and warranties that form the contract between you and us. Any incorrect information may affect the validity of the contract. If you notice any incorrect information, please give us a call on 08 600 70 000 so that we can correct your information and provide you with an updated schedule and premium. This schedule also serves as a summary of your Record of Advice.

Policy sections	Included	Annual premium
Fire	No	
Buildings combined	No	
Office contents	No	
Business interruption	No	
Accounts receivable	No	
Theft	No	
Money	No	
Glass	No	
Fidelity	No	
Goods in transit	No	
Business all risks	No	
Accidental damage	No	
Public liability	Yes	R4,852.13
Employers liability	Yes	R240.87
Personal accident	No	
Motor (specified)*	Yes	R3,800.13
Caravan	No	
Motorcycle	No	
Trailer	No	
Motor (fleet) - vehicle	No	
Motor (fleet) - motorcycle	No	
Motor (fleet) - trailer	No	
Motor (fleet) - caravan	No	
Motor (liability)	No	
Electronic equipment	No	
Motor traders internal	No	
Motor traders external	No	
Machinery breakdown	No	
Watercraft	No	
Contractors all risk - annual contracts	No	

\* Indicates sections with SASRIA cover included



Annual premium	R8,893.13
SASRIA premium	R45.39
Collection fee	R0.00
Policy fee	R0.00
Total premium (Including VAT)	R8,938.52

#### Premium guarantee

You warrant that the information supplied is correct in every respect. It is therefore essential for you to verify that all the details noted on your schedule are correct. Should the information not be correct for any reason, you need to notify us as soon as possible. Should you, for example, verify your quote/schedule and notice that you forgot to mention a previous claim to us - you have to advise us and the premium will be corrected. Similarly, if you, for example, advise us that your vehicle must be covered for business use but our advisor incorrectly captured private use - the premium will also be corrected when you advise us of the error.

At OUTsurance, your premiums for all risks on cover will be reviewed on the annual anniversary date of the policy.

#### VAT details

The total premium includes a **15% VAT amount of R1,165.89**. This schedule becomes a tax invoice as allowed by SARS after inception of cover when payment of the amount due has been made.

In terms of Binding General Ruling No.14 issued by a senior SARS official under section 89 of the Tax Administration Act No. 28 of 2011, this document together with proof of payment of the premium constitute an alternative to a tax invoice, debit note or credit note as contemplated in sections 20(7) and 21(5) of the VAT Act respectively. This is subject to the condition that this document contains the VAT registration number where the policy holder is a registered VAT vendor.

#### OUTbonus benefits

Should you not claim for 3 consecutive years, you will receive **10%** of all your premiums paid in this period at the end of the third year. Should you not claim for a further 2 years, you will receive **10%** of all your premiums paid within this period at the end of the fifth year. Thereafter, for each successive claim-free year you will receive **10%** of all your premiums paid within the year at the end of each year. Your OUTbonus amount is projected at **R1,928.81** and will be paid to you, should you remain claim free, on **30/03/2022**. Changes on your policy may affect the value of your OUTbonus.



 **ALL PREVIOUS INCIDENTS**

**Previous incidents**

The following incidents occurred:

Previous incidents

None



## PREVIOUS INSURANCE HISTORY

Important underwriting information declared by you is displayed below. This information influences the premium and the acceptance of your risk. Please check this carefully and make sure the information is true and complete. Please inform us immediately of any changes to your circumstances that may influence whether we give you cover, the conditions of cover or the premium we charge.

### Previous insurance history

Currently covered	No
Cover duration	None
Previous insurer	N/A
Previously cancelled	No
Cancellation reason	None



## ▲ PUBLIC LIABILITY

Cover details	Sum insured	Premium
<b>Public liability</b>	R27,448,461	R1,526.12
Retroactive date: Optional		

Additional perils	Sum insured	Premium
Additional claims preparation costs	R10,000	Included
Breakout of animals		Optional
Dispensing of incorrect fuel		Optional
Hunting liability		Optional
Legal defence costs	R27,448,461	R130.72
Liability - defective products	R27,448,461	R261.45
Liability - defective workmanship	R27,448,461	R706.38
Sub-Contractors Liability	R27,448,461	R1,068.28
Trench digging liability	R27,448,461	R1,028.46
Veldfires liability		Optional
Wrongful arrest and defamation	R27,448,461	R130.72

**Total premium** R4,852.13

### Annual aggregate limits

The following annual aggregate limits apply:

Annual aggregate limits	
Liability - defective products	R27,448,461
Liability - defective workmanship	R27,448,461

### First amounts payable

This is the amount you pay on each and every claim; only one excess is payable. When you claim for additional/included perils and the excess noted differs, then only the highest excess will apply.

Basic excess	% of claim	Minimum	Maximum
<b>Public liability</b>	0.0%	R1,150	R1,150



## Previous incidents

Public liability incidents and claims in the last three years:

Previous incidents
None

Special conditions
<ul style="list-style-type: none"><li>- There is no cover for damage you caused to the specific part of any property you will be working on, if the damage occurs before you handed over the work.</li><li>- Due to the high cover limit selected on defective workmanship cover, there is no cover for that part of any property on which the Insured is or has been working if such damage results directly from such work.</li><li>- Defective workmanship liability cover does not provide any form of guarantee on the work done. Defective workmanship liability covers consequential injury and damage resulting from defective workmanship. It does not cover the costs required to make good defective workmanship or the costs of redoing what was initially done defectively.</li><li>- There is no cover for defective design, formula, plan or specification, where you are responsible for any part of the manufacturing, packaging or preparation prior to sale.</li><li>- Product liability will only cover events occurring in the Republic of South Africa.</li><li>- Liability arising from any advice or treatment of a professional nature is not covered.</li><li>- Damaged caused to underground cables, pipes and conduits caused while digging trenches exclusion under Public Liability was removed for your business. It will therefore not be applied on Public Liability claims.</li><li>- Liability arising from work done by sub-contractors exclusion under Public Liability was removed for your business. It will therefore not be applied on Public Liability claims.</li></ul>



## EMPLOYERS LIABILITY

Cover details	Sum insured	Premium
<b>Employers liability</b> Retroactive date: 31 March 2019	R1,360,489	R240.87

Additional perils	Sum insured	Premium
Additional claims preparation costs	R10,000	Included

**Total premium** **R240.87**

### Previous incidents

Employers liability incidents and claims in the last three years:

Previous incidents
None

### Special conditions

- In order to enjoy cover and in terms of the Compensation For Occupational Injuries And Diseases Act. All employers are required to register as employers with the compensation fund.



**MOTOR SPECIFIED**

**Vehicle details**

Year, Manufacturer, Model	2012 FORD RANGER 2.2I LWB P/U S/C (INTRO 2009-08)
Registration number	BE82LYGP
Usage	Delivery - own goods only
Engine number	
VIN/Chassis number	
Vehicle colour	White
M&M code	22032121

Cover details	Sum insured	Premium
<b>Sub-section A Limited cover</b>		R3,609.74
Vehicle value	Retail	Included
Canopy	R10,088	R126.93
Miscellaneous specified accessories	Towbar R5,044	R63.46
<b>Sub-section B Liability to third parties</b>	R5,000,000	Included

Additional perils	Sum insured	Premium
Additional claims preparation costs		Optional
Car hire		Optional
Environmental impairment liability		Optional
Extended territories		Optional
Help@OUT medical & legal		Optional
Help@OUT trauma support and HIV care		Optional
Loss of keys		Optional
OUT-in-Africa cover		Optional
Passenger liability cover		Optional
Riot and strike extension		Optional
Unauthorised passenger liability		Optional
Vehicle loss of use		Optional

**Total premium** **R3,800.13**



**SASRIA Cover option**

SASRIA selected - Refer to the SASRIA page for details

**First amounts payable**

This is the amount you pay on each and every claim; only one excess is payable. When you claim for additional/Included perils and the excess noted differs, then only the highest excess will apply.

Basic excess	% of claim	Minimum	Maximum
<b>Sub-section A Limited cover</b>	0.0%	R6,220	N/a
Canopy	0.0%	R2,450	N/a
Miscellaneous specified accessories	0.0%	R2,450	N/a

**Benefits**

The following bonus benefits are included at no additional charge:

Included benefits	
Help@OUT roadside assistance	Included

**Warranties**

You warrant that the information supplied is correct in every respect.

Warranties	
Number of drivers	1
Pool vehicle	N
Overnight parking	Outside - Locked gate
Overnight address	44 Dolchester Drive, Parklands, Western Cape, 7441
Daytime parking	Outside - Locked gate
Daytime suburb	Parklands, Western Cape, 7441
Overnight area type	Residential suburb
Annual mileage	
Security devices	Alarm/immobiliser - Unspecified
Possession	Yes
Cellphone Usage	Factory fitted handsfree kit - more than 2 times per week



#### Regular driver details

Regular driver/s	Masimba Mandala Njanji
ID number	CN034744
Date of birth	14 October 1973
Marital status	Married
Occupation	Delivery driver
Advanced driving courses	None

#### License details

Type and date	Driving convictions and date
International licence/permit 01 April 1994	None

#### Previous incidents

Regular driver incidents in the last three years

#### Previous incidents

None

#### Special conditions

- OUTsurance will cover clients who are in possession of a valid international driver's license or a valid driver's license issued in the driver's country. The license must be in English (or translated into English by authorities of that country), have a photo of the driver and must be for an equivalent of a vehicle in South Africa. Any person living permanently in South Africa, must obtain a South African license within 5 years of obtaining permanent residency. If the foreign licence is a provisional or learner's licence, the driver must get a valid South African driver's licence. The onus will remain on the client to ensure that they are driving legally in South Africa at all times.
- This vehicle is covered for limited cover. Should this vehicle be in an accident, there will be no cover for the damages to the vehicle. If you require cover for damages resulting from an accident, please choose our Comprehensive cover. Under Limited cover you have cover for damage caused only by fire, theft and hijack.
- There is no car hire or vehicle loss of use cover selected on this vehicle. No rental vehicle will be supplied in the event of a claim.
- Should the vehicle not be registered in South Africa we will only be able to provide liability cover.
- There is no theft and hijack cover if the factory-fitted anti-theft device in the vehicle is not in full working order at all times.
- Cover is conditional upon the inspection of the vehicle.



#### Do not tow

Your "DO NOT TOW" stickers will give you access to approved towing services in the event of a breakdown. Where a vehicle inspection is required, the stickers are available at the inspection centre otherwise your stickers will be mailed to you. Recent news reports have highlighted the ban on stickers on vehicle windows since they may obstruct visibility. We have confirmed that this ruling does not apply to emergency stickers as long as they are placed in positions which do not obstruct or restrict the driver's view. We therefore suggest that they should be placed on any of the side windows of your vehicle/s. In addition, the stickers will also help identify the fact that your vehicle is covered by OUTsurance and only our approved towing contractors may tow your vehicle in the event of a breakdown. Therefore, displaying the stickers can prevent unscrupulous tow operators from towing your vehicle/s and help to ensure that unnecessary towing costs are not incurred.



**SASRIA**

<b>SASRIA Motor - Commercial</b>		<b>Premium</b>
Minimum premium R45.39		R45.39
<b>Cover details</b>	<b>Total exposure</b>	
Motor (specified)	BE82LYGP	Retail

**Total premium** **R45.39**

**Additional SASRIA information**

- \* Additional Increased Cost of Working selected and 1.5x normal SASRIA rate applicable to this exposure.
- \*\* Trailer has been selected on this risk and the applicable trailer SASRIA premium has been included.
- \*\*\* This vehicle type covered by the motor risk is classified as Material Damage by SASRIA and is excluded from the Material Damage total exposure.
- \*\*\*\* There is a first amount payable in respect of each and every theft claim as a result of a SASRIA insured peril. The first amount payable will be 0.1% of the Contract Value of the specific contract against which the claim is made, subject to a minimum of R250.
- \*\*\*\*\* There is a first amount payable in respect of each and every theft claim as a result of a SASRIA insured peril. The first amount payable will be 0.1% of the Contract Value of the specific contract against which the claim is made, subject to a minimum of R2 500.



**DISCLOSURE IN TERMS OF THE FINANCIAL ADVISORY AND INTERMEDIARY SERVICES (FAIS) ACT (37 of 2002)  
PLEASE READ IT CAREFULLY**

The FAIS Act was enacted for your benefit. OUTsurance Insurance Company Ltd is an approved Financial Services Provider (FSP licence number: 896). Any reference to "policy" in this notice refers to your OUTsurance Policy. Please note: this disclosure does not form part of the insurance contract.

As a short-term insurance policy holder you have the right to the following information:

Information about us as an FSP: OUTsurance is authorised to provide financial advice and services on the following short-term insurance products: Personal and Commercial Lines.

<b>Our contact information</b>			
1241 Embankment Road	PO Box 8443	Sales	08 600 60 000
Zwartkop Ext 7	Centurion	Claims & Client Care	08 600 70 000
Centurion	0046	Help@OUT	08 600 80 000
0157		Switchboard	+27 12 673 3000
Website	<a href="http://www.outsurance.co.za">www.outsurance.co.za</a>	Fax	+27 12 665 0994
Public Officer	<a href="mailto:publicofficer@out.co.za">publicofficer@out.co.za</a>	Fraud Line	08 601 02 117
		Whistle Blowing Line	08 002 04 855

How to lodge a claim: all claims are lodged telephonically. Contact 08 600 70 000. Refer to **Your OUTsurance Policy** in the Policy Document for further information.

**Other matters of importance:**

- If the information above was given orally, it must be confirmed in writing within 30 days. You will be informed of any material changes to the information referred above.
- Please read through all the documents we send you to ensure that you understand the contents thereof.
- For your protection, OUTsurance records all telephone calls.
- OUTsurance has Professional Indemnity insurance and accepts responsibility for the financial advice of its Representatives, acting in the scope and course of their employment. Some of our representatives work under supervision as defined in the Determination of Fit and Proper Requirements.
- You are entitled to a copy of the Policy Documents free of charge.
- OUTsurance sales advisors are full-time employees. Their salaries are performance based and are determined by various factors including the total premium and number of sales.
- The appropriateness of our advice might be limited if we could not conduct a full financial analysis.
- Our complaints resolution process is [available on our website](#).
- All debit order payments may only be in favour of one person and may not be transferred without your approval; we must inform you in writing at least 30 days before the cancellation of the debit order.
- The premium payable and the due date are indicated on the Schedule. There will be no cover for the period for which premium was not paid and claims submitted during that period may be rejected. Non-payment of premium may further lead to the cancellation or suspension of cover.
- Polygraphs or any lie detector tests are not obligatory in the event of a claim and the failure thereof must not be the sole reason for repudiating a claim. OUTsurance does not subscribe to the practice of electronic lie detection.
- We must give written reason/s for repudiating your claim.

Claims-related queries: If you dispute the outcome of your claim you may address these directly with us. If the matter is not resolved to your satisfaction, you may address your queries to:

<b>The Short-term Insurance Ombudsman</b>			
PO Box 32334	Website	<a href="http://www.osti.co.za">www.osti.co.za</a>	
Braamfontein	Telephone	+27 11 726 8900	
2017	Fax	+27 11 726 5501	



Compliance-related queries: for any compliance/non-compliance matters relating to FAIS or the Policy Holder Protection Rules you may contact our Compliance Officer on +27 (12) 688 6800 or via email at [compliance@out.co.za](mailto:compliance@out.co.za). If the matter is not resolved to your satisfaction, you may address your queries to:

The FAIS Ombud  
PO Box 74571  
Lynnwood Ridge  
0040

Website  
Telephone  
Fax  
Email

[www.faisombud.co.za](http://www.faisombud.co.za)  
0860 324 766  
+27 12 348 3447  
[info@faisombud.co.za](mailto:info@faisombud.co.za)

# **GABRIEL AND MICHAEL MARKETING (PTY) LTD**

67 RIETFontein ROAD  
BOKSBURG WEST  
GAUTENG  
TEL: 011 826 7435  
Cell: +27728168807  
VAT# 4550275681

44 DORCHESTER DRIVE  
PARKLANDS  
CAPE TOWN  
021 556 7435

Email: [gandm.marketing@gmail.com](mailto:gandm.marketing@gmail.com)

## **COMPANY PROFILE**

Name of the company: Gabriel and Michael (Pty) Ltd

Business Structure: Private Company

Company Registration Number: 2013/145642/07

Business Location: Head Office: 67 Rietfontein Road, Boksburg West, Boksburg, 1459.  
Cape Town Branch: 44 Dorchester Drive, Parklands, Cape Town, 7441

Date Established: 20 August 2013

Business Owner: Tshegofatso Grace Sedumedi

Relevant Owner Experience: Tshegofatso, CEO and owner, has qualifications in business, journalism and finance, and has been operating and managing the company since incorporation in 20 August 2013.

Prior to this Tshegofatso has gained over six years of marketing, administrative, finance and supervisory experience in various companies such as the creative council, NexGen, Rosebank College and Damelin College in Johannesburg.

Products/Services: Gabriel and Michael Marketing (Pty) Ltd currently serves the Government Municipalities of South Africa with

- Groceries
- Stationery
- PPE
- Consumable and Non consumable items
- Cleaning Materials

### **Company Ownership**

Gabriel and Michael Marketing (Pty) Ltd is a private company. It is 100% black owned and 100% woman owned.

[Type here]

*Head Offices: 6 Van Der Merwe Street, Boksburg West, Boksburg, South Africa, 1459,  
CPT Office: 44 Dorchester Drive, Parklands, Cape Town, 7441  
Tel: +27 21 556 7435 & +27 11 826 1454, +27 72816 8807  
Fax: +27 864166381*

## **GABRIEL AND MICHAEL MARKETING (PTY) LTD**

67 RIET FONTEIN ROAD

BOKSBURG WEST

GAUTENG

TEL: 011 826 7435

Cell: +27728168807

VAT# 4550275681

44 DORCHESTER DRIVE

PARKLANDS

CAPE TOWN

021 556 7435

Email: [gandm.marketing@gmail.com](mailto:gandm.marketing@gmail.com)

### **Management Control**

Gabriel and Michael Marketing (Pty) Ltd is a black managed and black controlled company. The management team tasked with daily operations is 100% black. The board of Directors of the company comprises 100% directorship of black female.

### **Preferential Procurement**

Gabriel and Michael Marketing (Pty) Ltd makes a concerted effort to procure and secure services from BEE suppliers as part of the company's efforts towards achieving the national objectives of SMME development.

### **Corporate Social Investment ("CSI")**

The director actively seeks to redress imbalances of the past and as such has identified areas of participation by the company in CSI which includes involvement in community development and partnering with our suppliers and customers on developmental programmes.

### **BEE Rating**

Gabriel and Michael Marketing (Pty) Ltd qualifies as an Exempted Micro Enterprise and as such is a level BEE 1 contributor company.

### **Mission Statement**

To provide our customers with the highest quality products and accessories at fair and market competitive prices. To ensure the sustainability of our company through repeat and referral business achieved by customer satisfaction in all areas including timeliness, attention to detail and service minded attitudes. To maintain the highest levels of professionalism, integrity, honesty and fairness in our relationships with our suppliers, subcontractors, professional associates and customers.

### **Vision Statement**

[Type here]

To be the leading procurement integration house offering the best commercial and industrial products that satisfies and exceeds the needs and expectations of our existing and potential clients

**Head Offices: 67 Rietfontein, Boksburg West, Boksburg, South Africa, 1459,  
CPT Office: 44 Dorchester Drive, Parklands, Cape Town, 7441  
Tel: +27 21 556 7435 & +27 11 826 1454, +27 72816 8807  
Fax: +27 864166381**

[Type here]





CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

## PURCHASE ORDER 4503873572

PO DATE 06.07.2021  
TIME 14:07:54  
PAGE 2 OF 3

Item no	Material	Description	Delivery Date	UOM	Ord Qty	Unit Price	Discount	Total Amount	Total Vat
00010	200015347	OIL:Hydraulic ISO 46 HF/Medium;210L	16/07/2021	I	1680.00	29.59	0.00	49711.20	7456.68

SS12100808

OIL-TYPE: Hydraulic ISO 46 HF/ Medium; PACKAGING: 210 Litre Drum;  
SPECIFICATION: 1. This specification covers the supply of a premium very high viscosity index circulation and hydraulic oil of a medium viscosity grade. 2. The oils shall be formulated from high quality HVI paraffinic base oils, blended from virgin base stock and containing suitable additives. Samples taken from any portion of the supply shall be free from impurities. No reclaimed oils are to be used. 3. To ensure OEM acceptance of products offered in this tender, # the oil shall be the product of a recognized and established manufacturer. # the product shall have OEM approval for vehicles and plant in use by the City of Cape Town, the product shall meet or exceed the performance specification levels required. # the product shall be listed as approved on the API web site. 4. The oil shall be formulated from high quality paraffinic base oils, blended with suitable additives to give the finished product such properties as meet or exceed the requirements of the following specifications and test procedures. Samples taken from any portion of the supply shall be free from impurities, and no reclaimed oils to be used. The oil shall have a minimum viscosity index of 150, and ISO Viscosity Grade 46 CETOP RP 91H Category HV for high viscosity index hydraulic oils DIN 51524 Part 3.SABS 1218 and specification CKS 77 for oils of this type. ASTM D943 for anti-oxidation, with a typical life of 3000 hours and a thermal stability at operating temperatures of up to 100oC. FZG Gear Test for anti-wear, with a 12 stage pass in Procedure A/8-3/90 specified in DIN 51354 Part 2. ASTM D892 for anti-foam with a o/o rating ASTM D665B for anti-rust with a "pass" rating  
Vickers 1-286-S and M2950S for anti wear High shear stability in the 250



CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

## PURCHASE ORDER 4503873572

PO DATE 06.07.2021  
TIME 14:07:54  
PAGE 3 OF 3

Item no	Material	Description	Delivery Date	UOM	Ord Qty	Unit Price	Discount	Total Amount	Total Vat
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pass diesel injector test to DIN 51382. Swedish Society of Mechanical Engineers (SMR) performance standards for high VI hydraulic oils  
Due to use in water treatment plants and similar moist surroundings, demulsibility to ASTM D1401 shall be better than 10 minutes.  
The calcium content shall be less than 20 ppm to reduce blinding of filters. TENDER NO: 94G/2012/13.

**Purchase Order Total Including Vat. R 57,167.88**

The National Treasury, General Conditions of Contract and Standard Conditions of Contract and all other conditions contained in the bid documents are applicable to this order. The order number must be quoted on all invoices, delivery notes and correspondence. An invoice on which VAT has been charged will only be paid if it is a valid tax invoice. Discrepancies in prices quoted above must be queried before delivery.

**Standard Payment Terms:** Payment of invoices will be made within 30 days of receiving the relevant invoice or statement.

All valid purchase order documents should constitute borders.

Notice is hereby given that it is each **supplier's responsibility** to keep all information **updated** on the City's Supplier Database to **ensure compliance**. If any critical information i.e **Tax clearance certificate, CIDB, IRP30, CONFLICT/DECLARATION OF INTEREST etc**, is not valid then transactions with the supplier will be **suspended until**



**CITY OF CAPE TOWN**  
**ISIXEKO SASEKAPA**  
**STAD KAAPSTAD**

# PURCHASE ORDER

## 4503437711

**PO DATE** 30.01.2019  
**TIME** 14:10:39  
**PAGE** 1 OF 1

**SUPPLIER DETAILS**

GABRIEL AND MICHAEL MARKETING  
 44 DORCHESTER DRIVE  
 PARKLANDS  
 7441

**SUPPLIER NUMBER** : 1002601376  
**SUPPLIER TELEPHONE** : 0728168807  
**SUPPLIER FAX NO** : 0864166381  
**COLLECTIVE NUMBER** :

**INVOICE TO:**

City of Cape Town  
 Private Bag X6  
 7535 Bellville

**ACCOUNTS PAYABLE CALL CENTRE: 086 010 3089**

Electronic Invoices can be e-mailed to:  
 Accountspayable.RegistryG@capetown.gov.za  
 NOTE: Only PDF files will be accepted

**VAT REGISTRATION: 4500193497**

**DELIVERY ADDRESS:**

Hillstar Solid Waste Store  
 MATERIALS STORE / PH: 762 3752  
 Bamboesvlei  
 Ottery  
 7800

**OUR REFERENCE :**

**CONTRACT NO :**

**BUYER DETAILS** : L. Ritter

**TELEPHONE** : 021 400 9234

**EMAIL:** GC1.Quotations@capetown.gov.za

Item no	Material	Description	Delivery Date	UOM	Ord Qty	Unit Price	Discount	Total Amount	Total Vat
00010	200023274	GREASE:Standard Pressure;18KG Pales GREASE - TYPE: Standard Pressure; SIZE: 18KG Pales; DESIGNED APPLICATION: Heavy duty plain and rolling element bearings operating under harsh conditions including shock loading in wet environments.; SPECIFICATIONS: Mineral Oil base, Lithium soap thickener, NLGI grade 2, Extreme pressure additive, Water resistant additive, Anti-rust additive, Oxidation stability, NLGI Consistency 2, Kinematic Viscosity @40°C cSt, Method: IP 71 / ASTM D445 200-220, Kinematic Viscosity @100°C cSt, Method: IP 71 / ASTM D445 19, Cone Penetration, Worked @25°C 0.1mm, Method: IP 60 ASTM D217 266-296, Dropping Point °C IP 396 170-180. GC11900403	26/02/2019	each	50.00	1013.36	0.00	50668.00	7600.20

BRAND SHELL GADUS S2 V220 2\_1 \*18KG

**Purchase Order Total Including Vat. R 58,268.20**

The City of Cape Town's standard terms and conditions apply. The order number must be quoted on all invoices, delivery notes and correspondence. An invoice on which VAT has been charged will only be paid if it is a valid tax invoice. Discrepancies in prices quoted above must be queried before delivery.

**Standard Payment Terms:** Payment of invoices will be made within 30 days of receiving the relevant invoice or statement.

All valid purchase order documents should constitute borders.

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**CITY OF CAPE TOWN**  
**ISIXEKO SASEKAPA**  
**STAD KAAPSTAD**

**PURCHASE ORDER**  
**4503408356**

**PO DATE** 23.11.2018  
**TIME** 11:47:59  
**PAGE** 1 OF 1

**SUPPLIER DETAILS**

**GABRIEL AND MICHAEL MARKETING**  
 44 DORCHESTER DRIVE  
 PARKLANDS  
 7441

**SUPPLIER NUMBER** : 1002601376  
**SUPPLIER TELEPHONE** : 021 5567435  
**SUPPLIER FAX NO** : 0864166381  
**COLLECTIVE NUMBER** :

**INVOICE TO:**

City of Cape Town  
 Private Bag X6  
 7535 Bellville

**ACCOUNTS PAYABLE CALL CENTRE: 086 010 3089**

Electronic Invoices can be e-mailed to:  
 Accountspayable.RegistryG@capetown.gov.za  
 NOTE: Only PDF files will be accepted

**VAT REGISTRATION: 4500193497**

**DELIVERY ADDRESS:**

Logistics - Parow Store  
 MATERIALS STORE / PH: 938 8403  
 Arnold Wilhelm Street  
 Parow  
 7500

**OUR REFERENCE** :  
**CONTRACT NO** :  
**BUYER DETAILS** : L. Ritter  
**TELEPHONE** : 021 400 9234  
**EMAIL:** GC1.Quotations@capetown.gov.za

Item no	Material	Description	Delivery Date	UOM	Ord Qty	Unit Price	Discount	Total Amount	Total Vat
00010	200014801	GEL:Lubricant;1kg GEL - TYPE: Lubricant; WEIGHT: 1KG; PREFERRED: Duroflo; SPECIFICATION: Pipe Jointing. GC11900329	04/12/2018	each	10.00	71.77	0.00	717.70	107.66
BRAND DUROFLO 1KG									

**Purchase Order Total Including Vat. R 825.36**

The City of Cape Town's standard terms and conditions apply. The order number must be quoted on all invoices, delivery notes and correspondence. An invoice on which VAT has been charged will only be paid if it is a valid tax invoice. Discrepancies in prices quoted above must be queried before delivery.

**Standard Payment Terms:** Payment of invoices will be made within 30 days of receiving the relevant invoice or statement.

All valid purchase order documents should constitute borders.

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CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

## PURCHASE ORDER 4503350099

PO DATE 24.08.2018  
TIME 14:35:20  
PAGE 1 OF 1

**SUPPLIER DETAILS**

GABRIEL AND MICHAEL MARKETING  
44 DORCHESTER DRIVE  
PARKLANDS  
7441

**SUPPLIER NUMBER** : 1002601376  
**SUPPLIER TELEPHONE** : 0215567435  
**SUPPLIER FAX NO** : 0864166381  
**COLLECTIVE NUMBER** :

**INVOICE TO:**

City of Cape Town  
Private Bag X6  
7535 Bellville

**ACCOUNTS PAYABLE CALL CENTRE: 086 010 3089**

Electronic Invoices can be e-mailed to:  
Accountspayable.RegistryG@capetown.gov.za  
NOTE: Only PDF files will be accepted

**VAT REGISTRATION: 4500193497**

**DELIVERY ADDRESS:**

Water Services - E&AM  
MAINTENANCE PLANT  
PO Box 655  
Cape Town  
8000

**OUR REFERENCE** :

**CONTRACT NO** :

**BUYER DETAILS** : L. Ritter

**TELEPHONE** : 021 400 9234

**EMAIL:** GC1.Quotations@capetown.gov.za

Item no	Material	Description	Delivery Date	UOM	Ord Qty	Unit Price	Discount	Total Amount	Total Vat
00010		Supply 20LTR SHELL GREASE Gadus S2 V 22030/08/2018	each		5.00	1050.72	0.00	5253.60	788.04
		Supply 20LTR SHELL GREASE Gadus S2 V 220 or equivalent							
		Att Christo 021 4441572							
		Delivery Mitchells Plain Workshop Spine Road							
		Att Christo 021 4441572							
		Delivery Mitchells Plain Workshop Spine Road							

**Purchase Order Total Including Vat. R 6,041.64**

The City of Cape Town's standard terms and conditions apply. The order number must be quoted on all invoices, delivery notes and correspondence. An invoice on which VAT has been charged will only be paid if it is a valid tax invoice. Discrepancies in prices quoted above must be queried before delivery.

**Standard Payment Terms:** Payment of invoices will be made within 30 days of receiving the relevant invoice or statement.

All valid purchase order documents should constitute borders.

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CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

## PURCHASE ORDER 4503363312

PO DATE 14.09.2018  
TIME 15:00:43  
PAGE 1 OF 1

**SUPPLIER DETAILS**

GABRIEL AND MICHAEL MARKETING  
44 DORCHESTER DRIVE  
PARKLANDS  
7441

SUPPLIER NUMBER : 1002601376  
SUPPLIER TELEPHONE : 0215567435  
SUPPLIER FAX NO : 0864166381  
COLLECTIVE NUMBER :

**INVOICE TO:**

City of Cape Town  
Private Bag X6  
7535 Bellville

**ACCOUNTS PAYABLE CALL CENTRE: 086 010 3089**

Electronic Invoices can be e-mailed to:  
Accountspayable.RegistryG@capetown.gov.za  
NOTE: Only PDF files will be accepted

**VAT REGISTRATION: 4500193497**

**DELIVERY ADDRESS:**

Water Services - E&AM  
MAINTENANCE PLANT  
PO Box 655  
Cape Town  
8000

**OUR REFERENCE :**

**CONTRACT NO :**

**BUYER DETAILS :** L. Ritter

**TELEPHONE :** 021 400 9234

**EMAIL:** GC1.Quotations@capetown.gov.za

Item no	Material	Description	Delivery Date	UOM	Ord Qty	Unit Price	Discount	Total Amount	Total Vat
00010		Supply 20lhr SHELL Tellus S2 V46 Oil as	21/09/2018	each	10.00	702.24	0.00	7022.40	1053.36
		Supply 20lhr SHELL Tellus S2 V46 Oil							
<p>att Ashley/ Colin 021 4449696/13</p> <p>Delivery ZoekoeiVlei cape Flats Workshop</p>									

**Purchase Order Total Including Vat. R 8,075.76**

The City of Cape Town's standard terms and conditions apply. The order number must be quoted on all invoices, delivery notes and correspondence. An invoice on which VAT has been charged will only be paid if it is a valid tax invoice. Discrepancies in prices quoted above must be queried before delivery.

**Standard Payment Terms:** Payment of invoices will be made within 30 days of receiving the relevant invoice or statement.

All valid purchase order documents should constitute borders.

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**CITY OF CAPE TOWN**  
**ISIXEKO SASEKAPA**  
**STAD KAAPSTAD**

## PURCHASE ORDER 4503372877

**PO DATE** 02.10.2018  
**TIME** 13:44:18  
**PAGE** 1 OF 1

**SUPPLIER DETAILS**

GABRIEL AND MICHAEL MARKETING  
 44 DORCHESTER DRIVE  
 PARKLANDS  
 7441

**SUPPLIER NUMBER** : 1002601376  
**SUPPLIER TELEPHONE** : 0215567435  
**SUPPLIER FAX NO** : 0864166381  
**COLLECTIVE NUMBER** :

**INVOICE TO:**

City of Cape Town  
 Private Bag X6  
 7535 Bellville

**ACCOUNTS PAYABLE CALL CENTRE: 086 010 3089**

Electronic Invoices can be e-mailed to:  
 Accounts payable.RegistryG@capetown.gov.za  
 NOTE: Only PDF files will be accepted

**VAT REGISTRATION: 4500193497**

**DELIVERY ADDRESS:**

Water Services - E&AM  
 MAINTENANCE PLANT  
 PO Box 655  
 Cape Town  
 8000

**OUR REFERENCE :**

**CONTRACT NO :**

**BUYER DETAILS** : L. Riffner

**TELEPHONE** : 021 400 9234

**EMAIL:** GC1.Quotations@capetown.gov.za

Item no	Material	Description	Delivery Date	UOM	Ord Qty	Unit Price	Discount	Total Amount	Total Vat
00010		Supply 18KG SHELL GREASE Gadus S2 V 220	09/10/2018	each	10.00	985.25	0.00	9852.50	1477.88
		Supply 18KG SHELL GREASE Gadus S2 V 220							
00020		Delivery Zoelkoeivlei Cape Flats Workshop Supply 20ltr SHELL OMALA 220 OIL	09/10/2018	each	10.00	818.84	0.00	8188.40	1228.26
		PLEASE SUPPLY MATERIAL SAFETY DATASHEET ON DELIVERY							

Att Colin / Ashley 021444 9613/96

**Purchase Order Total Including Vat. R 20,747.04**

The City of Cape Town's standard terms and conditions apply. The order number must be quoted on all invoices, delivery notes and correspondence. An invoice on which VAT has been charged will only be paid if it is a valid tax invoice. Discrepancies in prices quoted above must be queried before delivery.

**Standard Payment Terms:** Payment of invoices will be made within 30 days of receiving the relevant invoice or statement.

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CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

# PURCHASE ORDER 4503386921

PO DATE 22.10.2018  
TIME 15:12:12  
PAGE 1 OF 1

**SUPPLIER DETAILS**

GABRIEL AND MICHAEL MARKETING  
44 DORCHESTER DRIVE  
PARKLANDS  
7441

SUPPLIER NUMBER : 1002601376  
SUPPLIER TELEPHONE : 0215567435  
SUPPLIER FAX NO : 0864166381  
COLLECTIVE NUMBER :

**INVOICE TO:**

City of Cape Town  
Private Bag X6  
7535 Bellville

**ACCOUNTS PAYABLE CALL CENTRE: 086 010 3089**

Electronic Invoices can be e-mailed to:  
Accountspayable.RegistryG@capetown.gov.za  
NOTE: Only PDF files will be accepted

**VAT REGISTRATION: 4500193497**

**DELIVERY ADDRESS:**

Water Services - E&AM  
MAINTENANCE PLANT  
PO Box 655  
Cape Town  
8000

**OUR REFERENCE :**

**CONTRACT NO :**

**BUYER DETAILS :** L. Riffner

**TELEPHONE :** 021 400 9234

**EMAIL:** GC1.Quotations@capetown.gov.za

Item no	Material	Description	Delivery Date	UOM	Ord Qty	Unit Price	Discount	Total Amount	Total Vat
00010		Supply Tellus S 2V 46 Shell oil as per	30/10/2018	each	5.00	849.20	0.00	4246.00	636.90
		Supply Tellus S 2V 46 Shell oil							

GC11900244

Att Reginald 021 4443533

Delivery Jan Smute Drive Athlone Workshop

**Purchase Order Total Including Vat. R 4,882.90**

The City of Cape Town's standard terms and conditions apply. The order number must be quoted on all invoices, delivery notes and correspondence. An invoice on which VAT has been charged will only be paid if it is a valid tax invoice. Discrepancies in prices quoted above must be queried before delivery.

**Standard Payment Terms:** Payment of invoices will be made within 30 days of receiving the relevant invoice or statement.

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**CITY OF CAPE TOWN**  
**ISIXEKO SASEKAPA**  
**STAD KAAPSTAD**

**PURCHASE ORDER**  
**4503706588**

**PO DATE** 10.06.2020  
**TIME** 13:46:12  
**PAGE** 1 OF 2

**SUPPLIER DETAILS**

GABRIEL AND MICHAEL MARKETING  
 44 DORCHESTER DRIVE  
 PARKLANDS  
 7441

**SUPPLIER NUMBER** : 1002601376  
**SUPPLIER TELEPHONE** : 0215567435  
**SUPPLIER FAX NO** : 0864166381  
**COLLECTIVE NUMBER** :

**INVOICE TO:**

City of Cape Town  
 Private Bag X6  
 7535 Bellville

**ACCOUNTS PAYABLE CALL CENTRE: 086 010 3089**

Electronic Invoices can be e-mailed to:  
 Accountspayable.RegistryG@capetown.gov.za  
 NOTE: Only PDF files will be accepted

**VAT REGISTRATION: 4500193497**

**DELIVERY ADDRESS:**

Logistics - Ndabeni Store  
 Paints & Oils PH: 021 444 5451  
 25 Oude Molen Road  
 Ndabeni  
 7405

**OUR REFERENCE :**

**CONTRACT NO :**

**BUYER DETAILS** : L. Ritter

**TELEPHONE** : 021 400 9234

**EMAIL:** GC1.Quotations@capetown.gov.za

Item no	Material	Description	Delivery Date	UOM	Ord Qty	Unit Price	Discount	Total Amount	Total Vat
00010	200016553	OIL;Auto Transmis;ISO 32;20 Litre Tin OIL - TYPE: Automatic Transmission; ISO GRADE: ISO 32; PACKAGING: 20 Litre Tin; SPECIFICATIONS: This specification covers the supply of a fully synthetic automotive heavy duty automatic transmission fluid in the required viscosity grade ISO 32. The oil shall be designed for extended service intervals. The oil shall be blended from virgin base stock and containing suitable additives. Samples taken from any portion of the supply shall be free from impurities. No reclaimed oils are to be used. To ensure OEM acceptance, the oil shall be the product of a recognized and established manufacturer. The product shall have OEM approval for vehicles and plant in use by the City of Cape Town. The product shall be listed as approved on the API web site. The product shall meet or exceed the performance specification level Allison TES 295.	24/06/2020	I	340.00	104.50	0.00	35530.00	5329.50
		GC12002569 Brand: SPIRAX S6 ATF A295 LEAD TIME 2 WEEKS							
		10 June - L Ngewu							



CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

# PURCHASE ORDER 4503706588

PO DATE 10.06.2020  
TIME 13:46:12  
PAGE 2 OF 2

Item no	Material	Description	Delivery Date	UOM	Ord Qty	Unit Price	Discount	Total Amount	Total Vat
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In conclusion:  
The product Shell Spirax S6 ATF A295 is Responsive.

**Purchase Order Total Including Vat. R 40,859.50**

The City of Cape Town's standard terms and conditions apply. The order number must be quoted on all invoices, delivery notes and correspondence. An invoice on which VAT has been charged will only be paid if it is a valid tax invoice. Discrepancies in prices quoted above must be queried before delivery.

**Standard Payment Terms:** Payment of invoices will be made within 30 days of receiving the relevant invoice or statement.

All valid purchase order documents should constitute borders.

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CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

## PURCHASE ORDER 4503706588

PO DATE 10.06.2020  
TIME 13:46:12  
PAGE 1 OF 2

**SUPPLIER DETAILS**

GABRIEL AND MICHAEL MARKETING  
44 DORCHESTER DRIVE  
PARKLANDS  
7441

SUPPLIER NUMBER : 1002601376  
SUPPLIER TELEPHONE : 0215567435  
SUPPLIER FAX NO : 0864166381  
COLLECTIVE NUMBER :

**INVOICE TO:**

City of Cape Town  
Private Bag X6  
7535 Bellville

**ACCOUNTS PAYABLE CALL CENTRE: 086 010 3089**

Electronic Invoices can be e-mailed to:  
Accountspayable.RegistryG@capetown.gov.za  
NOTE: Only PDF files will be accepted

**VAT REGISTRATION: 4500193497**

**DELIVERY ADDRESS:**

Logistics - Ndabeni Store  
Paints & Oils PH: 021 444 5451  
25 Oude Molen Road  
Ndabeni  
7405

**OUR REFERENCE :**

**CONTRACT NO :**

**BUYER DETAILS :** L. Ritter

**TELEPHONE :** 021 400 9234

**EMAIL:** GC1.Quotations@capetown.gov.za

Item no	Material	Description	Delivery Date	UOM	Ord Qty	Unit Price	Discount	Total Amount	Total Vat
00010	200016553	OIL;Auto Transmis;ISO 32;20 Litre Tin	24/06/2020	I	340.00	104.50	0.00	35530.00	5329.50
<p>OIL - TYPE: Automatic Transmission; ISO GRADE: ISO 32; PACKAGING: 20 Litre Tin; SPECIFICATIONS: This specification covers the supply of a fully synthetic automotive heavy duty automatic transmission fluid in the required viscosity grade ISO 32. The oil shall be designed for extended service intervals. The oil shall be blended from virgin base stock and containing suitable additives. Samples taken from any portion of the supply shall be free from impurities. No reclaimed oils are to be used. To ensure OEM acceptance, the oil shall be the product of a recognized and established manufacturer. The product shall have OEM approval for vehicles and plant in use by the City of Cape Town. The product shall be listed as approved on the API web site. The product shall meet or exceed the performance specification level Allison TES 295.</p>									

GC12002569

Brand: SPIRAX S6 ATF A295  
LEAD TIME 2 WEEKS

10 June - L Ngewu



CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

# PURCHASE ORDER 4503706588

PO DATE 10.06.2020  
TIME 13:46:12  
PAGE 2 OF 2

Item no	Material	Description	Delivery Date	UOM	Ord Qty	Unit Price	Discount	Total Amount	Total Vat
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In conclusion:  
The product Shell Spirax S6 ATF A295 is Responsive.

**Purchase Order Total Including Vat. R 40,859.50**

The City of Cape Town's standard terms and conditions apply. The order number must be quoted on all invoices, delivery notes and correspondence. An invoice on which VAT has been charged will only be paid if it is a valid tax invoice. Discrepancies in prices quoted above must be queried before delivery.

**Standard Payment Terms:** Payment of invoices will be made within 30 days of receiving the relevant invoice or statement.

All valid purchase order documents should constitute borders.

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**CITY OF CAPE TOWN**  
**ISIXEKO SASEKAPA**  
**STAD KAAPSTAD**

# PURCHASE ORDER

## 4503706587

**PO DATE** 10.06.2020  
**TIME** 13:44:11  
**PAGE** 1 OF 2

**SUPPLIER DETAILS**

GABRIEL AND MICHAEL MARKETING  
 44 DORCHESTER DRIVE  
 PARKLANDS  
 7441

**SUPPLIER NUMBER** : 1002601376  
**SUPPLIER TELEPHONE** : 0215567435  
**SUPPLIER FAX NO** : 0864166381  
**COLLECTIVE NUMBER** :

**INVOICE TO:**

City of Cape Town  
 Private Bag X6  
 7535 Bellville

**ACCOUNTS PAYABLE CALL CENTRE: 086 010 3089**

Electronic Invoices can be e-mailed to:  
 Accountspayable.RegistryG@capetown.gov.za  
 NOTE: Only PDF files will be accepted

**VAT REGISTRATION: 4500193497**

**DELIVERY ADDRESS:**

Logistics - Ndabeni Store  
 Paints & Oils PH: 021 444 5451  
 25 Oude Molen Road  
 Ndabeni  
 7405

**OUR REFERENCE :**

**CONTRACT NO :**

**BUYER DETAILS** : L. Ritter

**TELEPHONE** : 021 400 9234

**EMAIL:** GC1.Quotations@capetown.gov.za

Item no	Material	Description	Delivery Date	UOM	Ord Qty	Unit Price	Discount	Total Amount	Total Vat
00010	200016553	OIL:Auto Transmis;ISO 32;20 Litre Tin	24/06/2020	I	400.00	104.50	0.00	41800.00	6270.00
<p>OIL - TYPE: Automatic Transmission; ISO GRADE: ISO 32; PACKAGING: 20 Litre Tin; SPECIFICATIONS: This specification covers the supply of a fully synthetic automotive heavy duty automatic transmission fluid in the required viscosity grade ISO 32. The oil shall be designed for extended service intervals. The oil shall be blended from virgin base stock and containing suitable additives. Samples taken from any portion of the supply shall be free from impurities. No reclaimed oils are to be used. To ensure OEM acceptance, the oil shall be the product of a recognized and established manufacturer. The product shall have OEM approval for vehicles and plant in use by the City of Cape Town. The product shall be listed as approved on the API web site. The product shall meet or exceed the performance specification level Allison TES 295.</p>									
<p>GC120A2568            Brand: SPIRAX S6 ATF A295            LEAD TME 2 WEEKS</p>									
<p>10 June - L Ngewu</p>									



CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

**PURCHASE ORDER  
4503706587**

PO DATE 10.06.2020  
TIME 13:44:11  
PAGE 2 OF 2

Item no	Material	Description	Delivery Date	UOM	Ord Qty	Unit Price	Discount	Total Amount	Total Vat
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In conclusion:  
The product Shell Spirax S6 ATF A295 is Responsive.

**Purchase Order Total Including Vat. R 48,070.00**

The City of Cape Town's standard terms and conditions apply. The order number must be quoted on all invoices, delivery notes and correspondence. An invoice on which VAT has been charged will only be paid if it is a valid tax invoice. Discrepancies in prices quoted above must be queried before delivery.  
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**CITY OF CAPE TOWN**  
**ISIXEKO SASEKAPA**  
**STAD KAAPSTAD**

## PURCHASE ORDER 4503624609

**PO DATE** 29.11.2019  
**TIME** 14:54:31  
**PAGE** 1 OF 2

**SUPPLIER DETAILS**

GABRIEL AND MICHAEL MARKETING  
 44 DORCHESTER DRIVE  
 PARKLANDS  
 7441

**SUPPLIER NUMBER** : 1002601376  
**SUPPLIER TELEPHONE** : 0215567435  
**SUPPLIER FAX NO** : 0864166381  
**COLLECTIVE NUMBER** :

**INVOICE TO:**

City of Cape Town  
 Private Bag X6  
 7535 Bellville

**ACCOUNTS PAYABLE CALL CENTRE: 086 010 3089**

Electronic Invoices can be e-mailed to:  
 Accountspayable.RegistryG@capetown.gov.za  
 NOTE: Only PDF files will be accepted

**VAT REGISTRATION: 4500193497**

**DELIVERY ADDRESS:**

Belville WWTW  
 Belville - Treatment Works

**OUR REFERENCE** :

**CONTRACT NO** :

**BUYER DETAILS** : L. Ritter

**TELEPHONE** : 021 400 9234

**EMAIL:** GC1.Quotations@capetown.gov.za

Item no	Material	Description	Delivery Date	UOM	Ord Qty	Unit Price	Discount	Total Amount	Total Vat
00010		Shell Gadus S2 V220-1 in 18kg we r	13/12/2019	each	20.00	1032.57	0.00	20651.40	3097.71
		Shell Gadus S2 V220-1 in 18kg we required x 20 OR EQUIVALANT							
Contact Person: Meshack Mbangeni Senior Superintendent EAM: Mechanical Engineering - Region 2 Water & Sanitation Department Birmingham road, Airport Industria City of Cape Town  Tel: 021 4006076 Cell: 0828593632 Fax: 0862029877 Meshack.Mbangeni@capetown.gov.za									



CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

**PURCHASE ORDER  
4503624609**

PO DATE 29.11.2019  
TIME 14:54:31  
PAGE 2 OF 2

Item no	Material	Description	Delivery Date	UOM	Ord Qty	Unit Price	Discount	Total Amount	Total Vat
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GC12001561

**Purchase Order Total Including Vat. R 23,749.11**

The City of Cape Town's standard terms and conditions apply. The order number must be quoted on all invoices, delivery notes and correspondence. An invoice on which VAT has been charged will only be paid if it is a valid tax invoice. Discrepancies in prices quoted above must be queried before delivery.  
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 All valid purchase order documents should constitute borders.  
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CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

## PURCHASE ORDER 4503662473

PO DATE 21.02.2020  
TIME 08:59:58  
PAGE 1 OF 1

**SUPPLIER DETAILS**

GABRIEL AND MICHAEL MARKETING  
44 DORCHESTER DRIVE  
PARKLANDS  
7441

SUPPLIER NUMBER : 1002601376  
SUPPLIER TELEPHONE : 0215567435  
SUPPLIER FAX NO : 0864166381  
COLLECTIVE NUMBER :

**INVOICE TO:**

City of Cape Town  
Private Bag X6  
7535 Bellville

**ACCOUNTS PAYABLE CALL CENTRE: 086 010 3089**

Electronic Invoices can be e-mailed to:  
Accountspayable.RegistryG@capetown.gov.za  
NOTE: Only PDF files will be accepted

**VAT REGISTRATION: 4500193497**

**DELIVERY ADDRESS:**

Water Services - E&AM  
MAINTENANCE PLANT  
PO Box 655  
Cape Town  
8000

OUR REFERENCE :  
CONTRACT NO :  
BUYER DETAILS : L. Ritter  
TELEPHONE : 021 400 9234  
EMAIL: GC1.Quotations@capetown.gov.za

Item no	Material	Description	Delivery Date	UOM	Ord Qty	Unit Price	Discount	Total Amount	Total Vat
00010		Supply Omala 320 Oil 20ltr	06/03/2020	each	5.00	1065.90	0.00	5329.50	799.43
		Supply Omala 320 Oil 20ltr or equivalent							
		Att Danfora/ Adolf 4443533							
		Delivery Athlone Workshop Plant Jan Smuts Drive							

**Purchase Order Total Including Vat. R 6,128.93**

The City of Cape Town's standard terms and conditions apply. The order number must be quoted on all invoices, delivery notes and correspondence. An invoice on which VAT has been charged will only be paid if it is a valid tax invoice. Discrepancies in prices quoted above must be queried before delivery.

**Standard Payment Terms:** Payment of invoices will be made within 30 days of receiving the relevant invoice or statement.

All valid purchase order documents should constitute borders.

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**CITY OF CAPE TOWN**  
**ISIXEKO SASEKAPA**  
**STAD KAAPSTAD**

## PURCHASE ORDER

### 4503706739

**PO DATE** 10.06.2020  
**TIME** 20:08:19  
**PAGE** 1 OF 1

**SUPPLIER DETAILS**

GABRIEL AND MICHAEL MARKETING  
 44 DORCHESTER DRIVE  
 PARKLANDS  
 7441

**SUPPLIER NUMBER** : 1002601376  
**SUPPLIER TELEPHONE** : 0215567435  
**SUPPLIER FAX NO** : 0864166381  
**COLLECTIVE NUMBER** :

**INVOICE TO:**

City of Cape Town  
 Private Bag X6  
 7535 Bellville

**ACCOUNTS PAYABLE CALL CENTRE: 086 010 3089**

Electronic Invoices can be e-mailed to:  
 Accountspayable.RegistryG@capetown.gov.za  
 NOTE: Only PDF files will be accepted

**VAT REGISTRATION: 4500193497**

**DELIVERY ADDRESS:**

Logistics - Ndabeni Store  
 Paints & Oils PH: 021 444 5451  
 25 Oude Molen Road  
 Ndabeni  
 7405

**OUR REFERENCE** :  
**CONTRACT NO** :  
**BUYER DETAILS** : P.Isaacs  
**TELEPHONE** : 021 400 6736  
**EMAIL:** GB1.Quotations@capetown.gov.za

Item no	Material	Description	Delivery Date	UOM	Ord Qty	Unit Price	Discount	Total Amount	Total Vat
00010	200007439	OIL:SAE 15W40 Petrol/Diesel Engine;210L OIL - TYPE; SAE 15W40 Petrol/Diesel Engine; PACKAGING: 210L; CONTAINER: Drum; SPECIFICATIONS: This specification covers the supply of I.C. engine crankcase oil in the required API performance specifications. It for use in compression ignition and spark ignition engines as indicated. The oils shall be formulated from high quality HVI paraffinic base oils, blended from virgin base stock and containing suitable additives. Samples taken from any portion of the supply shall be free from impurities. No reclaimed oils are to be used. To ensure OEM acceptance of products offered in this tender, the product shall have OEM approval for vehicles and plant (e.g.: Toyota, Nissan, Isuzu, Mercedes, Volkswagen, Chevrolet, Opel) in use by the City of Cape Town, the product shall have API and/ or ACEA performance licenses/certification, the product shall be listed as approved on the API web site API CI-4 plus SL, Global specification DHD-1, ACEA B3, and E7, Mercedes Benz Sheet 228.3, Caterpillar ECF-1, Cummins CES 20077, Man 3275, Deutz DQC-III. The oil shall be the product of an internationally recognized and established manufacturer. GB12000500 BRAND : SHELL RIMULA R4 X 15W 40	19/06/2020	I	1470.00	31.75	0.00	46672.50	7000.88

**Purchase Order Total Including Vat. R 53,673.38**

The City of Cape Town's standard terms and conditions apply. The order number must be quoted on all invoices, delivery notes and correspondence. An invoice on which VAT has been charged will only be paid if it is a valid tax invoice. Discrepancies in prices quoted above must be queried before delivery.

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**CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD**

**PURCHASE ORDER  
4503706739**

**PO DATE** 10.06.2020  
**TIME** 20:08:19  
**PAGE** 1 OF 1

**SUPPLIER DETAILS**

GABRIEL AND MICHAEL MARKETING  
44 DORCHESTER DRIVE  
PARKLANDS  
7441

**SUPPLIER NUMBER** : 1002601376  
**SUPPLIER TELEPHONE** : 0215567435  
**SUPPLIER FAX NO** : 0864166381  
**COLLECTIVE NUMBER** :

**INVOICE TO:**

City of Cape Town  
Private Bag X6  
7535 Bellville

**ACCOUNTS PAYABLE CALL CENTRE: 086 010 3089**

Electronic Invoices can be e-mailed to:  
Accountspayable.RegistryG@capetown.gov.za  
NOTE: Only PDF files will be accepted

**VAT REGISTRATION: 4500193497**

**DELIVERY ADDRESS:**

Logistics - Ndabeni Store  
Paints & Oils PH: 021 444 5451  
25 Oude Molen Road  
Ndabeni  
7405

**OUR REFERENCE :**

**CONTRACT NO :**

**BUYER DETAILS :** P.Isaacs

**TELEPHONE :** 021 400 6736

**EMAIL:** GB1.Quotations@capetown.gov.za

Item no	Material	Description	Delivery Date	UOM	Ord Qty	Unit Price	Discount	Total Amount	Total Vat
00010	200007439	OIL:SAE 15W40 Petrol/Diesel Engine;210L OIL - TYPE: SAE 15W40 Petrol/Diesel Engine; PACKAGING: 210L; CONTAINER: Drum; SPECIFICATIONS: This specification covers the supply of I.C. engine crankcase oil in the required API performance specifications. It for use in compression ignition and spark ignition engines as indicated. The oils shall be formulated from high quality HVI paraffinic base oils, blended from virgin base stock and containing suitable additives. Samples taken from any portion of the supply shall be free from impurities. No reclaimed oils are to be used. To ensure OEM acceptance of products offered in this tender, the product shall have OEM approval for vehicles and plant (e.g.: Toyota, Nissan, Isuzu, Mercedes, Volkswagen, Chevrolet, Opel) in use by the City of Cape Town, the product shall have API and/ or ACEA performance licenses/certification, the product shall be listed as approved on the API web site API CH-4 plus SL, Global specification DHD-1, ACEA B3, and E7, Mercedes Benz Sheet 228.3, Caterpillar ECF-1, Cummins CES 20077, Man 3275, Deutz DQC-III. The oil shall be the product of an internationally recognized and established manufacturer. GB12000500 BRAND : SHELL RIMULA R4 X 15W 40	19/06/2020	l	1470.00	31.75	0.00	46672.50	7000.88

**Purchase Order Total Including Vat. R 53,673.38**

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**CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD**

**PURCHASE ORDER  
4503351198**

**PO DATE** 28.08.2018  
**TIME** 15:49:54  
**PAGE** 1 OF 1

**SUPPLIER DETAILS**

GABRIEL AND MICHAEL MARKETING  
44 DORCHESTER DRIVE  
PARKLANDS  
7441

**SUPPLIER NUMBER** : 1002601376  
**SUPPLIER TELEPHONE** : 0215567435  
**SUPPLIER FAX NO** : 0864166381  
**COLLECTIVE NUMBER** :

**INVOICE TO:**

City of Cape Town  
Private Bag X6  
7535 Bellville

**ACCOUNTS PAYABLE CALL CENTRE: 086 010 3089**

Electronic Invoices can be e-mailed to:  
Accountspayable.RegistryG@capetown.gov.za  
NOTE: Only PDF files will be accepted

**VAT REGISTRATION: 4500193497**

**DELIVERY ADDRESS:**

Hillstar Road Works  
MATERIALS STORE / PH: 799 5218  
Bamboesvlei Road  
Ottery  
7800

**OUR REFERENCE** :

**CONTRACT NO** :

**BUYER DETAILS** : L. Ritter

**TELEPHONE** : 021 400 9234

**EMAIL:** GC1.Quotations@capetown.gov.za

Item no	Material	Description	Delivery Date	UOM	Ord Qty	Unit Price	Discount	Total Amount	Total Vat
00010	200014801	GEL:Lubricant;1kg GEL - TYPE: Lubricant; WEIGHT: 1KG; PREFERRED: Duroflo; SPECIFICATION: Pipe Joining.	13/09/2018	each	15.00	70.77	0.00	1061.55	159.23

**Purchase Order Total Including Vat. R 1,220.78**

The City of Cape Town's standard terms and conditions apply. The order number must be quoted on all invoices, delivery notes and correspondence. An invoice on which VAT has been charged will only be paid if it is a valid tax invoice. Discrepancies in prices quoted above must be queried before delivery.

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**CITY OF CAPE TOWN**  
**ISIXEKO SASEKAPA**  
**STAD KAAPSTAD**

# PURCHASE ORDER

## 4503706587

**PO DATE** 10.06.2020  
**TIME** 13:44:11  
**PAGE** 1 OF 2

**SUPPLIER DETAILS**

GABRIEL AND MICHAEL MARKETING  
 44 DORCHESTER DRIVE  
 PARKLANDS  
 7441

**SUPPLIER NUMBER** : 1002601376  
**SUPPLIER TELEPHONE** : 0215567435  
**SUPPLIER FAX NO** : 0864166381  
**COLLECTIVE NUMBER** :

**INVOICE TO:**

City of Cape Town  
 Private Bag X6  
 7535 Bellville

**ACCOUNTS PAYABLE CALL CENTRE: 086 010 3089**

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 Accountspayable.RegistryG@capetown.gov.za  
 NOTE: Only PDF files will be accepted

**VAT REGISTRATION: 4500193497**

**DELIVERY ADDRESS:**

Logistics - Ndabeni Store  
 Paints & Oils PH: 021 444 5451  
 25 Oude Malen Road  
 Ndabeni  
 7405

**OUR REFERENCE** :  
**CONTRACT NO** :  
**BUYER DETAILS** : L. Ritter  
**TELEPHONE** : 021 400 9234  
**EMAIL:** GC1.Quotations@capetown.gov.za

Item no	Material	Description	Delivery Date	UOM	Ord Qty	Unit Price	Discount	Total Amount	Total Vat
00010	200016553	OIL:Auto Transmis:ISO 32:20 Litre Tin OIL - TYPE: Automatic Transmission; ISO GRADE: ISO 32; PACKAGING: 20 Litre Tin; SPECIFICATIONS: This specification covers the supply of a fully synthetic: automotive heavy duty automatic transmission fluid in the required viscosity grade ISO 32. The oil shall be designed for extended service intervals. The oil shall be blended from virgin base stock and containing suitable additives. Samples taken from any portion of the supply shall be free from impurities. No reclaimed oils are to be used. To ensure OEM acceptance, the oil shall be the product of a recognized and established manufacturer. The product shall have OEM approval for vehicles and plant in use by the City of Cape Town. The product shall be listed as approved on the API web site. The product shall meet or exceed the performance specification level Allison TES 295.	24/06/2020	I	400.00	104.50	0.00	41800.00	6270.00
		GC120A2568 Brand: SPIRAX S6 ATF A295 LEAD TIME 2 WEEKS							
		10 June - L Ngewu							



CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

## PURCHASE ORDER 4503706587

PO DATE 10.06.2020  
TIME 13:44:11  
PAGE 2 OF 2

Item no	Material	Description	Delivery Date	UOM	Ord Qty	Unit Price	Discount	Total Amount	Total Vat
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In conclusion:  
The product Shell Spirax S6 ATF A295 is Responsive.

**Purchase Order Total Including Vat. R 48,070.00**

The City of Cape Town's standard terms and conditions apply. The order number must be quoted on all invoices, delivery notes and correspondence. An invoice on which VAT has been charged will only be paid if it is a valid tax invoice. Discrepancies in prices quoted above must be queried before delivery.  
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**CITY OF CAPE TOWN**  
**ISIXEKO SASEKAPA**  
**STAD KAAPSTAD**

**PURCHASE ORDER**  
**4503452313**

**PO DATE** 22.02.2019  
**TIME** 14:38:40  
**PAGE** 1 OF 1

**SUPPLIER DETAILS**

**GABRIEL AND MICHAEL MARKETING**  
**44 DORCHESTER DRIVE**  
**PARKLANDS**  
**7441**

**SUPPLIER NUMBER** : 1002601376  
**SUPPLIER TELEPHONE** : 0215567435  
**SUPPLIER FAX NO** : 0864166381  
**COLLECTIVE NUMBER** :

**INVOICE TO:**

City of Cape Town  
 Private Bag X6  
 7535 Bellville

**ACCOUNTS PAYABLE CALL CENTRE: 086 010 3089**

Electronic Invoices can be e-mailed to:  
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 NOTE: Only PDF files will be accepted

**VAT REGISTRATION: 4500193497**

**DELIVERY ADDRESS:**

Logistics - Ndabeni Store  
 Paints & Oils PH: 021 444 5451  
 25 Oude Molen Road  
 Ndabeni  
 7405

**OUR REFERENCE** :

**CONTRACT NO** :

**BUYER DETAILS** : L. Ritter

**TELEPHONE** : 021 400 9234

**EMAIL:** GC1.Quotations@capetown.gov.za

Item no	Material	Description	Delivery Date	UOM	Ord Qty	Unit Price	Discount	Total Amount	Total Vat
00010	200023274	GREASE:Standard Pressure;18KG Pales GREASE - TYPE: Standard Pressure; SIZE: 18KG Pales; DESIGNED APPLICATION: Heavy duty plain and rolling element bearings operating under harsh conditions including shock loading in wet environments.; SPECIFICATIONS: Mineral Oil base, Lithium soap thickener, NLGI grade 2, Extreme pressure additive, Water resistant additive, Anti-rust additive, Oxidation stability, NLGI Consistency 2, Kinematic Viscosity @40°C cSt, Method: IP 71 / ASTM D445 200-220, Kinematic Viscosity @100°C cSt, Method: IP 71 / ASTM D445 19, Cone Penetration, Worked @25°C 0.1mm, Method: IP 60 ASTM D217 266-296, Dropping Point °C IP 396 170-180. GC11900403	13/03/2019	each	30.00	1013.36	0.00	30400.80	4560.12

BRAND SHELL GADUS S2 V220 2\_1 \*18KG

**Purchase Order Total Including Vat. R 34,960.92**

The City of Cape Town's standard terms and conditions apply. The order number must be quoted on all invoices, delivery notes and correspondence. An invoice on which VAT has been charged will only be paid if it is a valid tax invoice. Discrepancies in prices quoted above must be queried before delivery.

**Standard Payment Terms:** Payment of invoices will be made within 30 days of receiving the relevant invoice or statement.

All valid purchase order documents should constitute borders.

Notice is hereby given that it is each **supplier's responsibility** to keep all information **updated** on the City's Supplier Database to **ensure compliance**. If any critical information i.e **Tax clearance certificate, CIDB, IRP30, CONFLICT/DECLARATION OF INTEREST etc**, is not valid then transactions with the supplier will be **suspended until** such time the correct verified information is received.



## Castrol Agri Trans Plus 80W

Universal transmission fluid UTTO

### Description

Agri Trans Plus 80W can be used in hydraulic, transmission and PTO of tractors and off-highway equipment. It gives high levels of wear prevention from start up and throughout the operative period with enhanced corrosion protection properties.

### Advantages

- Outstanding wet clutch and wet brake performance
- One oil reduces inventory, simplifies servicing, avoids misapplication and saves money
- Longer component life when compared to conventional hydraulic oils reducing downtime and maintenance costs
- Maintains operating temperature and smoother gear changing
- Excellent oxidation stability and anti corrosion properties

### Typical Characteristics

Name	Method	Units	Agri Trans Plus 80W
Density @ 15C, Relative	ASTM D1298	g/ml	0.884
Viscosity, Kinematic 100C	ASTM D445	mm <sup>2</sup> /s	9.8
Viscosity, Kinematic 40C	ASTM D445	mm <sup>2</sup> /s	55
Viscosity Index	ASTM D2270	None	161
Viscosity, CCS -25C	ASTM D5293	mPa.s (cP)	6900
Viscosity, Brookfield @ -35C	ASTM D2983	mPa.s (cP)	35000
Pour Point	DIN-ISO 3016	°C	-45
Flash Point, COC	ASTM D92	°C	232

## Product Performance Claims

API GL-4

MF - M1145

Volvo Transmission Oil 97303:041 (WB 101)

ZF TE-ML 03E, 05F, 17E, 21F

Meets Ford ESN-M2C-134D, JD 20C

Suitable for use where Case 1207, Case 1209,

MAT 3505, MAT 3525, MAT 3540, NH410B or Ford M2C86-B are specified

Castrol Agri Trans Plus 80W

18 Feb 2016

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Castrol (UK) Limited, PO BOX 354, Chertsey Road, Sunbury On Thames, Middlesex, TW16 9AW

[www.castrol.com](http://www.castrol.com)



## ATF Dex II Multivehicle

Automatic Transmission Fluid

### Description

Castrol ATF Dex II Multivehicle is an Automatic Transmission Fluid which may be used in automatic transmissions and power steering units of many types of vehicle where Dexron IID or Mercon performance is required. It is also approved for use in many European heavy duty automatic transmissions and Mercedes Benz manual transmissions.

### Advantages

- Multiple approvals provide wide ranging use.
- Ensures efficient operation of power steering units under all conditions.
- High thermal stability protects against deposits and oil thickening prolonging the life of components and lubricant.
- Enhanced friction characteristics and wear protection maintain effective operation of equipment.
- Effective seal compatibility reduces the risk of leakages

### Typical Characteristics

Name	Method	Units	ATF Dex II Multivehicle
Density @ 20C, Relative	ASTM D4052	g/ml	0.870
Colour	Visual	-	red
Viscosity, Kinematic 40C	ASTM D445	mm <sup>2</sup> /s	40
Viscosity, Kinematic 100C	ASTM D445	mm <sup>2</sup> /s	7.5
Viscosity Index	ASTM D2270	None	159
Viscosity, Brookfield @ -40C	ASTM D2983	mPa.s (cP)	46600
Pour Point	ASTM D97	°C	-45
Flash Point, COC	DIN ISO 2592	°C	203

### Product Performance Claims

MAN 339 V1  
MAN 339 Z1  
MB-Approval 236.6  
Voith H55.6335.xx  
ZF - TE-ML 04D, 11A, 14A  
Meets Ford Mercon®, Dexron®-IID

## Storage

All packages should be stored under cover. Where outside storage is unavoidable drums should be laid horizontally to avoid the possible ingress of water and damage to drum markings. Products should not be stored above 60°C, exposed to hot sun or freezing conditions.

ATF Dex II Multivehicle  
19 Feb 2016

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[www.castrol.co.za](http://www.castrol.co.za)



## Castrol Axle EPX 80W-90

Axle Fluid for specific OEMs

### Description

Castrol Axle EPX 80W-90 is a multipurpose axle oil which may be used in differentials, final drives and other applications in passenger cars and commercial vehicles where API GL-5 performance is required. It is approved by ZF for use in a range of commercial applications including axles in off-road and agricultural equipment.

### Advantages

- High load carrying capability ensures gears operating under high loads are protected prolonging component life.
- High film strength ensures protection against wear and shock loads.
- Good thermal/oxidation stability protects against the formation of deposits and oil thickening prolonging the life of components and lubricant.

### Typical Characteristics

Name	Method	Units	Axle EPX 80W-90
Density @ 15C, Relative	ASTM D4052	g/ml	0.896
Viscosity, Kinematic 40C	ASTM D445	mm <sup>2</sup> /s	134
Viscosity, Kinematic 100C	ASTM D445	mm <sup>2</sup> /s	14.0
Viscosity Index	ASTM D2270	None	101
Viscosity, Brookfield @ -26C (80W)	ASTM D2983	mPa.s (cP)	127000
Pour Point	ASTM D97	°C	-33
Flash Point, COC	ASTM D92	°C	222

## **Product Performance Claims**

API GL-5

Approved - ZF TE-ML 05A, 12E, 16B, 17B, 19B, 21A

MAN 342 Typ M2

## Storage

All packages should be stored under cover. Where outside storage is unavoidable drums should be laid horizontally to avoid the possible ingress of water and damage to drum markings. Products should not be stored above 60°C, exposed to hot sun or freezing conditions.

Castrol Axle EPX 80W-90

15 Dec 2015

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## Axle EPX 85W-140

Axle Fluid for specific OEMs

### Description

Castrol Axle EPX 85W-140 is a multipurpose axle oil which may be used in differentials, final drives and other applications in passenger cars and commercial vehicles where API GL-5 performance is required. It is approved by ZF for use in a range of commercial applications including axles in off-road and agricultural equipment.

### Advantages

- High load carrying capability ensures gears operating under high loads are protected prolonging component life.
- High film strength ensures protection against wear and shock loads.
- Good thermal/oxidation stability protects against the formation of deposits and oil thickening prolonging the life of components and lubricant.

### Typical Characteristics

Name	Method	Units	Axle EPX 85W-140
Density @ 15C, Relative	ASTM D4052	g/ml	0.907
Viscosity, Kinematic 40C	ASTM D445	mm <sup>2</sup> /s	320
Viscosity, Kinematic 100C	ASTM D445	mm <sup>2</sup> /s	26
Viscosity Index	ASTM D2270	None	97
Viscosity, Brookfield @ -12C	ASTM D2983	mPa.s (cP)	72900
Pour Point	ASTM D97	°C	-27
Flash Point, COC	ASTM D92	°C	232

### Product Performance Claims

API GL-5  
Approved - ZF TE-ML 05A, 12E, 16D, 21A  
MAN 342 Typ M1

## Storage

All packages should be stored under cover. Where outside storage is unavoidable drums should be laid horizontally to avoid the possible ingress of water and damage to drum markings. Products should not be stored above 60°C, exposed to hot sun or freezing conditions.

Axle EPX 85W-140

15 Jan 2016

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## Castrol Brake Fluid DOT 4

DOT 4 Brake fluid

### Description

Castrol Brake Fluid DOT 4 is a high boiling synthetic brake fluid which far exceeds the requirements of the SAE J1703, SAE J1704, FMVSS 116 DOT 4, ISO 4925 and JIS K2233 specifications.

Castrol Brake Fluid DOT 4 is designed for use in brake systems particularly those which are exposed to extreme conditions.

### Application

This product has been formulated from mixed polyalkylene glycol ethers and borate esters together with other high performance additives and inhibitors which give ultimate system protection against the effects of corrosion and high temperature vapour lock.

The formulation has been developed such that the vapour lock point can be sustained at a higher level than conventional glycol ether based fluids during the service life of the product.

Castrol Brake Fluid DOT 4 is fully compatible with other fluids meeting FMVSS 116 DOT 3 and DOT 4 however, in order to maintain the superior performance characteristics of Castrol Brake Fluid DOT 4, avoid mixing with other brake fluid products.

All conventional brake fluids deteriorate during use. It is strongly recommended that Castrol Brake Fluid DOT 4 should be changed according to the vehicle manufacturers advice. In the absence of such advice, a 2 year change period is recommended.

As with all brake fluids which contain glycol ethers, care should be taken to avoid spilling this product on paintwork as it may have a damaging effect. In case of spillage rinse the affected area with water immediately. Do not wipe.

### Conditions of Use

#### Storage

All packages should be stored under cover. Where outside storage is unavoidable drums should be laid horizontally to avoid the possible ingress of water and the obliteration of drum markings. Products should not be stored above 60°C, exposed to hot sun or freezing conditions.

Castrol Brake Fluid DOT 4 should not be used in braking systems for which a mineral oil based fluid is recommended (for example some Citroen systems for which Castrol LHM+ is suitable and Rolls Royce vehicles for which Castrol CHSMO Plus is approved).

## Typical Characteristics

Name	Method	Units	Castrol Brake Fluid DOT4
Appearance	Visual	-	Clear
Density @ 20C	IP 160	g/ml	1.0491
ERBP (Equilibrium Reflux Boiling Point)	ASTM D1120	°C	264 min
Viscosity, Kinematic -40C	IP 71	mm <sup>2</sup> /s	typically 1200
Wet Equilibrium Reflux Boiling Point	SAE J1703	°C	155 min
pH	SAE J1703	pH	8.14
Viscosity, Kinematic 100C	ASTM D445	mm <sup>2</sup> /s	2.11

## Product Performance Claims

JIS K2233  
SAE J1703  
SAE J1704  
ISO 4925 Class 4  
FMVSS DOT 4

Castrol Brake Fluid DOT 4  
22 Sep 2011  
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## CRB Monograde 10W CF

For Long and healthy engine life

### Description

Castrol CRB Monograde 10W CF is a diesel engine oil designed for use in heavy duty diesel engines, hydraulic systems and transmissions that specify the use of monograde diesel engine oil.

### Advantages

During its working life, your engine faces challenges from combustion by-products that can form deposits, and thicken the oil. Castrol CRB Monograde 10W CF combats these issues in two ways:

1. It contains cleaning agents which displace particles that may otherwise build up on your engine surfaces, reducing deposits.
2. It also contains anti-oxidants which disrupt the chemical reactions that can lead to oil thickening.

Castrol CRB Monograde 10W CF provides protection across multiple applications to encourage long and healthy engine life

### Typical Characteristics

Name	Method	Units	CRB Monograde 10W CF
Density @ 15C	ASTM D4052	g/ml	0.868
Viscosity, Kinematic 100C	ASTM D445	mm <sup>2</sup> /s	6.5
Viscosity, Kinematic 40C	ASTM D445	mm <sup>2</sup> /s	39
Viscosity Index	ASTM D2270	None	120
Viscosity, CCS -25C	ASTM D5293	mPa.s (cP)	3800
Ash, Sulphated	ASTM D874	% wt	1.53
Total Base Number, TBN	ASTM D2896	mg KOH/g	11.2
Pour Point	ASTM D97	°C	-45
Flash Point, PMCC	ASTM D93	°C	211

## Product Performance Claims

API CF

### Storage

All packages should be stored under cover. Where outside storage is unavoidable drums should be laid horizontally to avoid the possible ingress of water and damage to drum markings. Products should not be stored above 60°C, exposed to hot sun or freezing conditions.

CRB Monograde 10W CF

05 Jul 2019

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## CRB Monograde 50 CF

For long and healthy engine life

### Description

Castrol CRB Monograde 50 CF is a diesel engine oil designed for use in heavy duty diesel engines, hydraulic systems and transmissions that specify the use of monograde diesel engine oil.

### Advantages

During its working life, your engine faces challenges from combustion by-products that can form deposits, and thicken the oil. Castrol CRB Monograde 50 CF helps combat these issues in two ways:

1. It contains cleaning agents which help to displace particles that may otherwise build up on your engine surfaces, reducing deposits.
2. It also contains anti-oxidants which help to disrupt the chemical reactions that can lead to oil thickening.

Castrol CRB Monograde 50 CF helps provide protection across multiple applications to encourage long and healthy engine life

### Typical Characteristics

Name	Method	Units	CRB Monograde 50 CF
Density @ 15C	ASTM D4052	g/ml	0.898
Viscosity, Kinematic 100C	ASTM D445	mm <sup>2</sup> /s	18.2
Viscosity, Kinematic 40C	ASTM D445	mm <sup>2</sup> /s	195
Viscosity Index	ASTM D2270	None	102
Ash, Sulphated	ASTM D874	% wt	1.00
Total Base Number, TBN	ASTM D2896	mg KOH/g	7.9
Pour Point	ASTM D97	°C	-24
Flash Point, PMCC	ASTM D93	°C	220

## Product Performance Claims

API CF

### Storage

All packages should be stored under cover. Where outside storage is unavoidable drums should be laid horizontally to avoid the possible ingress of water and damage to drum markings. Products should not be stored above 60°C, exposed to hot sun or freezing conditions.

CRB Monograde 50 CF  
05 Jul 2019

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## CRB Multi 15W-40 CH-4

For long and healthy engine life

### Description

Castrol CRB Multi 15W-40 CH-4 is a multi-purpose, heavy duty diesel engine oil. It is suitable for use in high speed 4-stroke diesel engines that use a broad range of fuel qualities.

### Advantages

During its working life, your engine faces challenges from combustion by-products that can form deposits, and thicken the oil. Castrol CRB Multi 15W-40 CH-4 combat helps combat these issues in two ways:

- 1) It contains cleaning agents which help to displace particles that may otherwise build up on your engine surfaces, reducing deposits.
- 2) It also contains anti-oxidants which help to disrupt the chemical reactions that can lead to oil thickening.

Castrol CRB Multi 15W-40 CH-4 helps provide protection across multiple applications to encourage long and healthy engine life.

### Typical Characteristics

Name	Method	Units	CRB Multi 15W-40 CH-4
Density @ 15C	ASTM D4052	g/ml	0.886
Viscosity, Kinematic 100C	ASTM D445	mm <sup>2</sup> /s	14.5
Viscosity, CCS -20C	ASTM D5293	mPa.s (cP)	6300
Viscosity, Kinematic 40C	ASTM D445	mm <sup>2</sup> /s	110
Viscosity Index	ASTM D2270	None	138
Ash, Sulphated	ASTM D874	% wt	1.5
Total Base Number, TBN	ASTM D2896	mg KOH/g	11
Pour Point	ASTM D97	°C	-39
Flash Point, PMCC	ASTM D93	°C	203

## Product Performance Claims

API CH-4

### Storage

All packages should be stored under cover. Where outside storage is unavoidable drums should be laid horizontally to avoid the possible ingress of water and damage to drum markings. Products should not be stored above 60°C, exposed to hot sun or freezing conditions.

CRB Multi 15W-40 CH-4  
16 Jul 2019

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## Cutter Bar and Chain Lubricant

Chain Oil

### Description

Castrol Cutter Bar and Chain Lube is designed to provide optimum protection and lubrication of chainsaw bars and chains. Its balanced formulation contains a tackiness additive which minimises oil loss due to throw-off. This results in both reduced wear and lower oil usage.

### Application

Cutter Bar and Chain Lube is a non-drip product for use in chainsaw bar/chain lubrication. Cutterbar and Chain Lube may also be used on a variety of chain applications that require an oil which will adhere to the chain surface.

### Advantages

- Suitable for both manual application and automatic oiling systems.
- Resists centrifugal throw-off under heavy cutting and high speeds.
- Reduces wear and prevents abrasion resulting from sawdust, soil and grit.
- Prevents gum formation on chains and guides.
- Able to penetrate to the innermost links and pins providing optimum lubrication and protection.
- Excellent rust and corrosion protection under all operating conditions.

### Typical Characteristics

Name	Method	Units	Cutter Bar and Chain Lubricant
SAE Viscosity Grade	-	-	30
Appearance	Visual	-	Clear and bright
Texture	-	-	Tacky
Density @ 20°C	ASTM D4052 / ISO 12185	kg/m <sup>3</sup>	0.8914
Kinematic Viscosity @ 40°C	ASTM D445 / ISO 3104	mm <sup>2</sup> /s	145 - 155

Subject to usual manufacturing tolerances.

Cutter Bar and Chain Lubricant  
05 Feb 2016

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## Castrol Hyspin AWS Range

Anti-wear hydraulic oil

### Description

The Castrol Hyspin AWS™ hydraulic oil range is based upon highly refined mineral oil enhanced with a stabilised zinc additive system.

### Application

Hyspin AWS has been specially formulated to provide good anti-wear and thermal stability performance using the very latest additive technology. The careful blend of additives with a high quality base stock ensures that Hyspin AWS has excellent hydrolytic and oxidative stability while exhibiting a minimal tendency to produce sludge and deposits. In addition, Hyspin AWS provides corrosion protection to ferrous and yellow metal components found within a hydraulic system.

This range is designed for use in industrial hydraulic systems which require anti-wear protection. It is also suitable for other duties in which lubricants of high oxidation stability and lubrication performance are required, such as lightly loaded gears, variable speed units and bearings.

The Hyspin AWS range is fully compatible with elastomer materials commonly used for static and dynamic seals, such as nitrile, silicone and fluorinated (e.g. Viton) polymers.

- Hyspin AWS is classified as follows:
  - DIN 51502 classification - HLP
  - ISO 6743/4 - Hydraulic Oils Type HM
  
- Hyspin AWS grades meet the requirements (for appropriate viscosity grade) of:
  - DIN 51524 Part 2
  - Cincinnati Lamb (Milacron) P 68-69-70
  - Denison (Parker Hannafin) HF-0
  - US Steel 126 & 127
  - Eaton (formerly Vickers) I-286-S & M-2950-S
  - Bosch Rexroth RE90220

### Advantages

- Good thermal and oxidative stability leads to longer operating life, reduction in lubricant costs and minimises deposit formation giving a cleaner system.
- Excellent anti-wear performance gives wear protection and reduces downtime from unscheduled maintenance.
- Good filterability characteristics (including in the presence of water) enables cost savings to be made from increased filter life and reduced maintenance.
- Excellent water separation and hydrolytic stability means reduced down time through prolonged lubricant life and increased equipment reliability.

## Typical Characteristics

Name	Method	Units	AWS 10	AWS 22	AWS 32	AWS 46	AWS 68	AWS 100	AWS 150
Product Code			40471	40497	40509	40511	40524	40637	40540
Density @ 15C	ISO 12185/ ASTM D4052	g/ml	0.87	0.87	0.88	0.88	0.88	0.89	0.89
K. V @ 40°C	ISO 3104/ ASTM D445	mm <sup>2</sup> /s	10	22	32	46	68	100	150
K.V @ 100°C	ISO 3104/ ASTM D445	mm <sup>2</sup> /s	2.6	4.3	5.3	6.7	8.6	11.1	14.5
Viscosity Index	ISO 2909/ ASTM 2270	-	-	>95	>95	>95	>95	>95	>95
Pour Point	ISO 3016/ ASTM D97	°C/°F	-30/-22	-30/-22	-30/-22	-27/-17	-24/-11	-21/-6	-18/-04
Flash Point, COC	ISO 2592/ ASTM D92	°C/°F	180/355	205/401	210/411	215/419	226/440	226/440	232/450
Flash Point, PMCC	ISO 2719/ ASTM D93	°C	160	170	200	200	220	220	220
Foam Seq I,	ISO 6247/ ASTM D892	mls	10/0	10/0	10/0	10/0	10/0	10/0	10/0
Water Separability @ 54°C	ISO 6614/ ASTM D1401	Mins	5	10	15	15	15	-	-
Water Separability @ 82°C	ISO 6614/ ASTM D1401	Mins	-	-	-	-	-	15	20
Air Release value	ISO 9120/ ASTM D3427	Mins	4	4	4	8	8	12	18

Name	Method	Units	AWS 10	AWS 22	AWS 32	AWS 46	AWS 68	AWS 100	AWS 150
FZG fail stage (A8.3/90)	ISO 14635-17 DIN 51354	-	-	-	11	12	12	12	12
Rust Test (24 hrs distilled water)	ISO 7210/ ASTM D665A	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Rust Test (24 hrs Synthetic sea water)	ISO 7210/ ASTM D665B	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass

Subject to usual manufacturing tolerances.

## Storage

All packages should be stored under cover. Where outside storage is unavoidable drums should be laid horizontally to avoid the possible ingress of water and damage to drum markings. Products should not be stored above 60°C, exposed to hot sun or freezing condition

Castrol Hyspin AWS Range  
20 Jan 2012

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# PRODUCT & TECHNICAL DATA

## LMX GREASE Lithium complex grease

### DESCRIPTION

LMX Grease is a lithium-complex thickened mineral oil based grease of NLGI No.2 consistency having extreme pressure properties and inhibited against oxidation and corrosion.

### APPLICATIONS

Lithium complex greases have similar basic properties to conventional lithium soap greases but have the advantages of higher drop point, less oil separation particularly at high temperature and more stable consistency near the drop point of the grease. The drop point of these greases is typically 260 °C. This means that the maximum operating temperature is greatly increased over that of standard lithium soap greases and in many applications is limited only by what the base oil of the grease will stand.

Such performance characteristics mean that lithium complex greases such as LMX Grease have a longer life at higher temperatures than normal lithium soap greases. The water resistance and low temperature pumpability of lithium complex greases is also better than normal lithium soap greases. For these reasons, lithium complex greases find wide acceptance as a high temperature grease for applications in the Marine and Offshore Industries where severe operating conditions necessitate an improvement over standard lithium greases.

### FEATURES/BENEFITS

LMX grease offers an impressive number of desirable features that confer clear operational advantages and offer the customer distinct key benefits. The overall result is excellent cost effectiveness.

- Improved working temperature range and thermal stability.
- Reduced oil separation and resistance to hardening and pressure.
- Increased load-carrying capacity over wider working temperature range.
- Reduced wheel-bearing temperatures.
- Better water-resistance and adhesion to metal surfaces.
- Additional multi-purpose properties enabling easier grade rationalisation.

### CARE AND HANDLING

Wash thoroughly after handling.

### PACKAGING AND STORAGE

All packages should be stored under cover. Where outside storage is unavoidable drums should be laid horizontally to avoid the possible ingress of water and the obliteration of drum markings.

Products should not be stored above 60°C, exposed to hot sun or freezing conditions.



# PRODUCT & TECHNICAL DATA

## TECHNICAL DATA

TYPICAL CHARACTERISTICS	UNIT	TEST METHOD	VALUE
NLGI Classification		ASTM D217	LMX Grease 2
Base			Lithium Complex
Penetration, Worked, 0.1mm		ISO 2137	273
Base oil viscosity @ 40°C	cSt	ISO 3104 / ASTM D445	180
Drop Point	°C	ASTM D566	250
Operating Temp, min/max	°C		-30/170
Colour		Visual	Dark Brown
Additives			Extreme pressure, Corrosion & Oxidation Inhibitors

The above figures are typical of those obtained with normal production tolerance and do not constitute a specification.

## GENERAL ADVICE

Further information on all Castrol Marine lubricants is available from any Castrol Marine office or from:

Castrol Marine [www.castrolmarine.com](http://www.castrolmarine.com)  
Technology Centre  
Whitchurch Hill  
Pangbourne  
Reading RG8 7QR  
United Kingdom

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## Technical Data Sheet

### SPHEEROL HD

#### DESCRIPTION:

Castrol Spheerol HD is a premium, lithium complex, NLGI No. 2 grease, especially developed for heavy duty applications. The product is enhanced by tackifier, 5% molybdenum disulphide and extreme pressure additives, which offer excellent protection from wear. Suitable for use at operating temperatures between -20° and 150°C.

#### APPLICATION:

Castrol Spheerol HD may be used in a variety of heavy duty and high temperature applications in areas of severe operating and climatic conditions. The product is especially suitable for the lubrication of heavy duty components that are subjected to rotating motion, stock loading and water ingress, for example : chassis, highly loaded kingpins, U-joints, bucket pins, fifth wheels and open gears.

#### BENEFITS:

- Extended equipment life and higher profitability.
- Reduced downtime and replacement costs.
- Extended re-greasing periods.
- The product forms a natural seal around components, preventing the ingress of dust, grit and foreign matter.
- The excellent load carrying properties ensure that equipment is protected from wear under severe operating conditions.
- The product offers outstanding resistance to water wash through the excellent adhesive properties.
- Reduction in component wear is also provided by the presence of molybdenum disulphide.
- Suitable for high temperature applications.
- Compatible with other lithium and lithium complex greases.
- Protection of equipment from rust, corrosion and oxidation.
- High temperature stability.
- Anti-rust, anti-corrosion and anti-wear additives.
- Castrol Spheerol HD contains tackifier.

#### NOTE:

Castrol Spheerol HD meets Caterpillar requirements of 5% molybdenum disulphide.

**TYPICAL CHARACTERISTICS:**

<b>Castrol Spheerol HD</b>	
Product Code	46002
Drop point (°C)	>240
Base oil viscosity at 40°C (cSt)	561.9
Base oil viscosity at 100°C (cSt)	32.29
Worked penetration at 25°C	265
Timken O.K. Load (kg/min)	22
Maximum operating temperature (°C)	150
Colour	Grey / Black
NLGI No.	2
Base	Lithium Complex

Last Edited: 19/08/2010

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## Technical Data Sheet

# CASTROL SUPER OUTBOARD PLUS

### DESCRIPTION:

Castrol Super Outboard Plus is a mineral based SAE 40, superior performance engine oil designed for water-cooled 2-stroke outboard engines. The combination of specially selected base oils with the latest technology in additives results in a superior product suitable for all 2-stroke outboard engines, including those from leading Japanese manufacturers.

### APPLICATION:

- Castrol Super Outboard Plus can be used at fuel-oil ratios of up to 100:1, subject to the manufacturers' recommendation.
- Castrol Super Outboard Plus is readily miscible and compatible with leaded and unleaded fuel, it is also suitable for all types of injection systems.

### BENEFITS:

- Extended engine life.
- Improved spark plug deposit control thus guaranteeing easy starting.
- Increased engine reliability and preventing pre-ignition.
- Provides excellent corrosion protection at all times, even during prolonged storage.
- Provides engine power retention.
- Superb anti-wear properties.
- Excellent anti-corrosion additives.
- Outstanding engine cleanliness.

### PERFORMANCE LEVEL:

Castrol Super Outboard Plus exceeds the requirement of:

- NMMA TC - W3

**TYPICAL CHARACTERISTICS:**

<b>Castrol Super Outboard Plus</b>	
Product Code No.	11220
SAE	40
Spec. Gravity at 15°C	0.87
Viscosity cSt at 100°C	6.84°
Viscosity cSt at 40°C	36°
Viscosity Index	152
Pour Point °C	-36
Flash Point COC °C	76°
Sulphated Ash (% wt)	nil
Nitrogen (% m/m)	0.473
Base	Mineral
Self Mixing	Yes
Colour	Blue

° - Denotes after diluent

Last Edited: 21/09/2007

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## Radicool NF Premix

Antifreeze coolant -ready to use.

### Description

Castrol Radicool NF premix is a ready to use antifreeze coolant formulated using monoethylene glycol and selected additives, free from nitrite, amine and phosphate inhibitors. It uses hybrid technology for the modern performance engines of cars and trucks.

This product requires no customer dilution therefore ensures the correct concentration is always used. Castrol Radicool NF Premix provides year round protection against corrosion, and offers freezing protection down to -35 deg C.

### Application

Castrol Radicool NF premix has been developed to meet the growing demand from engine and vehicle manufacturers for a higher performance coolant that minimises environmental impact. It provides excellent protection against corrosion, and because it contains no phosphate, the problems of deposits in some modern performance engines are eliminated. In addition to providing excellent corrosion and low temperature protection, the use of the recommended level of antifreeze will significantly reduce the likelihood of wet cylinder liner pitting due to "cavitation erosion". Cavitation erosion is caused by the implosion of air bubbles present in the coolant and which are attracted to the liner outer surface. These bubbles implode, resulting in the removal of minute amounts of liner material - this, if allowed to continue unchecked, will result in liner porosity and severe engine damage.

- OEM approvals.
- Protects for up to 3 years.
- Excellent low temperature protection.
- Provides excellent protection against corrosion.
- Efficient lubrication of water pumps.
- Compatible with conventional seal and hose materials used in engine cooling systems.
- Contains bittering agent.

In the majority of cases, coolants are not compatible and should not be mixed with other coolants unless directed by the equipment manufacturer. If using Castrol Radicool NF Premix for the first time, ensure that the cooling system has been adequately flushed with clean water before use.

### Storage

Radicool NF Premix has a shelf life of 2 years when stored in air tight containers at a maximum temperature of 30°C . In warm climates containers should not be stored outside in direct sunlight. It can be stored in mild steel lacquer lined or HDPE containers. Galvanised containers and handling equipment should not be used.

## Typical Characteristics

Name	Method	Units	Castrol Radicool NF Premix
Appearance	Visual	-	Clear & Bright
Colour	Visual	-	Blue / Green
pH, Engine Coolants / Antirusts	ASTM D1287	-	7.3
Reserve Alkalinity	ASTM D1121	ml 0.1N HCl	7.0
Freezing Point,	ASTM D1177	°C	-35
Foam, Tendency of Engine Coolants	ASTM D1881	ml	30
Foam, break time	ASTM D1881	seconds	3
Density @ 20°C,	ASTM D4052	g/ml	1.05

## Product Performance Claims

ASTM D3306 (III)  
BS - BS6580:2010  
MAN 324 Typ NF  
MB-Approval 326.0  
MTU MTL 5048

## Storage

All packages should be stored under cover. Where outside storage is unavoidable drums should be laid horizontally to avoid the possible ingress of water and damage to drum markings. Products should not be stored above 60°C, exposed to hot sun or freezing conditions.

Radicool NF Premix  
11 May 2015

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