PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS ROADS AND INFRASTRUCTURE					
BID NUMBER:	**LDPWRI-R/20683**	CLOSING DATE:	**02/12/2026**	CLOSING TIME:	**11H00**
DESCRIPTION	**APPOINTMENT OF SERVICE PROVIDERS FOR SUPPLY AND DELIVERY OF AUTOMOTIVE DIESEL AND PETROL FOR A PERIOD OF 36 MONTHS.**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

CORNER BLAAUWBERG & RIVER STREET

LADANNA

0699

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**MALAPANE HS**	CONTACT PERSON	**MOTSEPE MS**
TELEPHONE NUMBER	**015 284 7531**	TELEPHONE NUMBER	**015 284 7519**
E-MAIL ADDRESS	**MalapaneHS@dpw.limpopo.gov.za**	E-MAIL ADDRESS	**MotsepeMS@dpw.limpopo.gov.za**

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA	☐ YES ☐ NO
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 BELOW.

001

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

SBD 3.2

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: **PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder..... Bid number...**LDPWRI-R/20683**
.....

Closing Time 11:00 ..... Closing date...
.....

OFFER TO BE VALID FOR...**240**.....DAYS FROM THE CLOSING DATE OF BID.

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

- Required by: .....
- At: .....

- Brand and model .....
-
- Country of origin .....

- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- Delivery: *Firm/not firm

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

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt\left(D1\frac{R1t}{R1o} + D2\frac{R2t}{R2o} + D3\frac{R3t}{R3o} + D4\frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

CONFIDENTIAL DOCUMENT

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise,

employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

.....

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

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

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

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

SBD 6.1

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

b) The applicable preference point system for this tender is the 90/10 preference point system.

c) The 90/10 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Enterprises owned by People with Disabilities (**Attach Disability certificate issued by health professionals**)	1	
Enterprises owned by Women (**Attach Central Supplier Database (CSD).**)	4	
Small, Medium and Micro Enterprises (SMMEs). (**Attach Central Supplier Database (CSD).**)	1	
Enterprises owned by Youth. (**Attach Central Supplier Database (CSD).**)	1	
Enterprises located in Limpopo Province (**Attach Municipal Utility Bills or Lease Agreement or Proof of Residence from Tribal Authority/Municipal Council**)	3	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

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

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

TENDER SPECIFICATION

SUPPLY AND DELIVERY OF FUEL, OILS, GREASES, COOLANTS AND RELATED LUBRICANTS FOR PLANT AND EQUIPMENT (YELLOW FLEET)

1. PURPOSE

The Department of Public Works, Roads and Infrastructure requires the appointment for the **supply and delivery of fuel, oils, greases, coolants and related lubricants** for departmental plant and equipment.

The products will be used for the operation, servicing, preventive maintenance, corrective maintenance and resuscitation of the Department's Yellow Fleet.

The fleet consists of various types, makes and models of heavy-duty plant and equipment, including graders, excavators, bulldozers, loaders, rollers, tractors, water tankers and associated equipment.

2. SCOPE OF WORK

The successful bidder shall be responsible for the:

1. Supply of fuel, oils, greases, coolants and related lubricants.
2. Delivery of products to designated Departmental workshops, depots and other approved locations.
3. Provision of products suitable for heavy-duty construction and road-maintenance equipment.
4. Provision of technical data sheets and Safety Data Sheets (SDS).
5. Provision of certificates of quality/conformance where required.
6. Maintaining product quality throughout storage and transportation.
7. Providing emergency deliveries when requested by the Department.

8. Replacing products that do not comply with the specified requirements.
9. Providing technical support relating to lubricant selection and application.
10. Assisting the Department with lubricant compatibility and product identification.
11. Complying with all applicable legislation, standards and Departmental requirements.
12. Maintaining adequate stock to meet the Department's operational requirements.

The contract shall cover the requirements of all participating districts and approved Departmental facilities.

3. CATEGORIES OF PRODUCTS

The tender shall make provision for the supply of, but not necessarily be limited to:

3.1 Fuel

- Diesel 50ppm and 10ppm
- Petrol 93 leaded and 95 unleaded

3.2 Engine Oils

- Heavy-duty diesel engine oils
- Multi-grade engine oils
- Low-emission engine oils where required
- Other OEM-approved engine oils

3.3 Hydraulic Oils

- ISO VG 32
- ISO VG 46
- ISO VG 68
- Other OEM-approved hydraulic fluids

3.4 Transmission and Gear Oils

- Automatic transmission fluids
- Powershift transmission oils
- Gear oils
- Differential oils

- Final-drive oils

3.5 Greases

- Multipurpose EP grease
- Heavy-duty EP grease
- High-temperature grease
- Other OEM-approved greases

3.6 Coolants and Fluids

- Heavy-duty engine coolant
- Antifreeze
- Brake fluid
- Clutch fluid
- Other approved service fluids.

4. DETAILED TECHNICAL SPECIFICATIONS

4.1 General Requirements

All products supplied shall:

- Be new, unused and fit for purpose.
- Be suitable for heavy-duty plant and equipment.
- Comply with the applicable manufacturer's/OEM specification.
- Comply with applicable South African legislation and standards.
- Meet or exceed the minimum technical requirements specified in the tender.
- Be supplied in the correct grade, viscosity and specification.
- Not be contaminated, diluted, recycled or reprocessed unless specifically permitted by the applicable specification.
- Be supplied in properly sealed and labelled containers.
- Have traceable batch/lot numbers.
- Be accompanied by relevant technical documentation.

4.2 ENGINE OIL

The engine oils shall be suitable for heavy-duty diesel engines used in construction and road-maintenance equipment.

The supplier shall provide products meeting the applicable OEM requirements and relevant API/SAE or equivalent specifications.

Indicative requirements may include:

Product	Minimum/Required Specification	Application
Diesel Engine Oil	SAE 15W-40, API CK-4	Heavy-duty diesel engines
Diesel Engine Oil	SAE 10W-40	Selected engines
Diesel Engine Oil	SAE 5W-40	Selected equipment
Other Engine Oil	OEM specification	Specialised equipment

5. HYDRAULIC OIL

Hydraulic oils shall be suitable for hydraulic systems operating under high pressure and heavy-duty conditions.

Product	Specification	Application
Hydraulic Oil	ISO VG 32	Equipment requiring low-viscosity hydraulic oil
Hydraulic Oil	ISO VG 46	General heavy-duty hydraulic systems
Hydraulic Oil	ISO VG 68	Equipment operating under higher temperatures/heavy loads
Special Hydraulic Fluid	OEM specification	Specialised equipment

Products shall provide suitable:

- Wear protection
- Oxidation stability
- Corrosion protection

- Anti-foaming properties
- Thermal stability
- Filterability
- Seal compatibility

6. GEAR AND TRANSMISSION OILS

Products shall be suitable for transmissions, differentials, axles, final drives and other drive-line components.

Indicative requirements:

Product	Minimum Specification	Application
Gear Oil	SAE 80W-90, API GL-5	Differentials/final drives
Gear Oil	SAE 85W-140, API GL-5	Heavy-duty applications
Transmission Oil	OEM specification	Powershift/transmissions
ATF	Applicable OEM specification	Automatic transmissions

7. GREASE SPECIFICATION

Grease supplied shall be suitable for heavy-duty construction equipment.

Minimum requirements should include:

- NLGI Grade 2 unless otherwise specified.
- Extreme Pressure (EP) properties.
- Suitable load-carrying capacity.
- Water resistance.
- Corrosion protection.
- Mechanical stability.
- Temperature suitability.

- Compatibility with equipment seals and components.
- Specialised grease shall be supplied where required by the OEM.

8. COOLANT

Coolants shall be suitable for heavy-duty diesel and petrol engines and shall comply with the relevant OEM requirements.

The product shall provide:

- Corrosion protection.
- Freeze protection where applicable.
- Boil-over protection.
- Cavitation protection where required.
- Compatibility with engine cooling systems.
- Long-term thermal stability.

Different coolant technologies shall **not be mixed unless compatibility has been confirmed**.

9. FUEL TECHNICAL REQUIREMENTS

Fuel shall comply with the applicable South African legal and quality requirements.

The supplier shall ensure that fuel:

- Is suitable for modern diesel and petrol engines.
- Is free from visible contamination.
- Does not contain excessive water or sediment.
- Meets applicable sulphur and cetane requirements.
- Is transported and stored appropriately.
- Is traceable to the relevant supplier/batch.
- Is subject to quality testing were requested by the Department.

The Department reserves the right to conduct independent fuel quality testing.

10. QUALITY ASSURANCE AND TESTING

The Department shall have the right to take samples of fuel, oils, grease and other products supplied.

Samples may be submitted to an independent laboratory for testing.

Where a product fails to comply with the specification:

1. The Department shall notify the supplier.
2. The supplier shall remove the non-conforming product.
3. The supplier shall replace it with compliant product at its own cost.
4. The supplier shall bear reasonable costs associated with the replacement and, where contractually provided for, testing.
5. Repeated non-compliance may result in contractual remedies.

11. TECHNICAL DOCUMENTATION

Bidders shall submit technical documentation for each proposed product, including:

- Product Technical Data Sheet (TDS).
- Safety Data Sheet (SDS).
- Manufacturer's product specification.
- Applicable certification.
- Applicable API/SAE/ISO or equivalent approvals.
- OEM approvals where applicable.
- Product identification and batch information.

The Department may reject products where sufficient technical information is not provided.

13. DELIVERY REQUIREMENTS

The successful bidder shall deliver products to locations identified by the Department.

Delivery locations may include:

Capricorn District	Allday cost centre
	Mogwadi Cost Centre
	Lebowakgomo Cost Centre
	Matlala Cost Centre
	Mothapo Cost Centre
	Sandriver Cost Centre
	Skeiding Cost Centre
Mopani District	Giyani Cost Centre
	Letaba Cost Centre
	Maruleng Cost Centre
	Phalaborwa Cost Centre
	Tzaneen Cost Centre
Sekhukhune District	Groblersdal Cost Centre
	Hoareroep Cost Centre
	Mecklenburg Cost centre
	Nebo Cost Centre
	Tsimanyane Cost Centre
	Veeplaats Cost Centre
Vhembe District	Hlanganani Cost Centre
	Makhado Cost Centre
	Malamulela Cost Centre
	Musina Cost Centre
	Mutale Cost Centre
	Thohoyandou Cost centre
Waterberg District	Alma Cost Centre
	Bela Bela Cost Centre
	Dwaalboom Cost Centre
	George Masebe Cost Centre
	Lephalale Cost Centre
	Marken Cost Centre

	Modimolle Cost Centre
	Mokopane Cost Centre
	Mookgophong Cost Centre
	Roedtan Cost Centre
	Thabazimbi Cost Centre
	Tolwe Cost Centre

Delivery turnaround

Normal orders should be delivered within the period stipulated in the contract/order.

Purchased orders for none delivered products within stipulated period shall be cancelled and awarded next bidder.

Emergency orders shall be prioritised where required to prevent extended equipment downtime.

Each delivery shall be accompanied by:

- Delivery note.
- Purchase order/reference.
- Product description.
- Quantity.
- Unit of measure.
- Batch/lot number.
- Date of delivery.
- Supplier details.
- Receiving official's acknowledgement.

13. PACKAGING

Products shall be available in suitable packaging, including where applicable:

- 5-litre containers
- 20-litre containers
- 25-litre containers
- 200-litre drums
- 1,000-litre IBCs
- Bulk delivery

The Department shall not be required to purchase quantities that exceed its operational requirements merely because of the supplier's preferred packaging.

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14. STORAGE AND HANDLING

The supplier shall ensure that products are:

- Properly sealed.
- Protected against contamination.
- Stored under appropriate conditions.
- Clearly labelled.
- Transported safely.
- Protected against exposure to conditions that could affect product quality.

The Department may require recommendations regarding storage periods and handling procedures.

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15. LUBRICANT COMPATIBILITY MATRIX – YELLOW FLEET

The following matrix shall serve as a **framework**. The final matrix should be populated from the Department's current asset register and OEM manuals.

Equipment Category	Typical Application	Engine Oil	Hydraulic Oil	Transmission/Gear Oil	Grease
Motor Grader	Road maintenance	OEM-approved heavy-duty diesel oil	ISO VG 46/OEM	OEM specification	EP NLGI 2/OEM

Equipment Category	Typical Application	Engine Oil	Hydraulic Oil	Transmission/Gear Oil	Grease
Excavator	Earthworks	OEM-approved diesel oil	ISO VG 46/OEM	OEM specification	EP NLGI 2
Bulldozer	Earthworks	OEM-approved diesel oil	OEM specification	Powershift/OEM	EP NLGI 2
Wheel Loader	Loading/material handling	OEM-approved diesel oil	ISO VG 46/OEM	Powershift/OEM	EP NLGI 2
Vibratory Roller	Compaction	OEM-approved diesel oil	OEM specification	OEM specification	EP NLGI 2
Water Tanker	Road maintenance	OEM-approved diesel oil	OEM specification	OEM specification	EP NLGI 2
Tractor	General operations	OEM specification	OEM specification	Transmission/OEM	EP NLGI 2
Backhoe Loader	Earthworks	OEM-approved diesel oil	ISO VG 46/OEM	OEM specification	EP NLGI 2
Skid Steer	Construction	OEM specification	OEM specification	OEM specification	EP NLGI 2
Crushing/Screening Equipment	Materials processing	OEM specification	OEM specification	OEM specification	EP NLGI 2

Important technical control

The compatibility matrix should **not override the equipment manufacturer's specification**.

Where an OEM specifies a different viscosity, additive package or proprietary fluid, the OEM requirement shall take precedence.

16. PRICING SCHEDULE

The contract is a rate based.

A. FUEL

Item	Description	Specification	Unit	Unit Price including VAT
A1	**Capricorn District**	Diesel 50ppm	Litre	
		Diesel 10ppm	Litre	
A2		Petrol 93 leaded	Litre	
		Petrol 95 unleaded	Litre	
B1	**Mopani District**	Diesel 50ppm	Litre	
		Diesel 10ppm	Litre	
B2		Petrol 93 leaded	Litre	
		Petrol 95 unleaded	Litre	
C1	**Sekhukhune Districts**	Diesel 50ppm	Litre	
		Diesel 10ppm	Litre	
C2		Petrol 93 leaded	Litre	
		Petrol 95 unleaded	Litre	
D1	**Vhembe District**	Diesel 50ppm	Litre	
		Diesel 10ppm	Litre	
D2		Petrol 93 leaded	Litre	
		Petrol 95 unleaded	Litre	
E1	**Waterberg District**	Diesel 50ppm	Litre	
		Diesel 10ppm	Litre	
E2		Petrol 93 leaded	Litre	
		Petrol 95 unleaded	Litre	

B. ENGINE OILS

Capricorn District				
Item	**Product**	**Specification**	**Packaging**	**Unit Price including VAT**
B1	Diesel Engine Oil	SAE 15W-40	20 L	
B2	Diesel Engine Oil	SAE 15W-40	200 L	
B3	Diesel Engine Oil	SAE 10W-40	200 L	
B4	Diesel Engine Oil	OEM specification	200 L	
Mopani Districts				
B1	Diesel Engine Oil	SAE 15W-40	20 L	
B2	Diesel Engine Oil	SAE 15W-40	200 L	
B3	Diesel Engine Oil	SAE 10W-40	200 L	
B4	Diesel Engine Oil	OEM specification	200 L	

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Sekhukhune District				
Item	**Product**	**Specification**	**Packaging**	**Unit Price including VAT**
B1	Diesel Engine Oil	SAE 15W-40	20 L	
B2	Diesel Engine Oil	SAE 15W-40	200 L	
B3	Diesel Engine Oil	SAE 10W-40	200 L	
B4	Diesel Engine Oil	OEM specification	200 L	
Vhembe District				
B1	Diesel Engine Oil	SAE 15W-40	20 L	
B2	Diesel Engine Oil	SAE 15W-40	200 L	
B3	Diesel Engine Oil	SAE 10W-40	200 L	
B4	Diesel Engine Oil	OEM specification	200 L	
Waterberg District				
B1	Diesel Engine Oil	SAE 15W-40	20 L	
B2	Diesel Engine Oil	SAE 15W-40	200 L	
B3	Diesel Engine Oil	SAE 10W-40	200 L	
B4	Diesel Engine Oil	OEM specification	200 L	

C. HYDRAULIC OILS

Capricorn District				
Item	**Product**	**Specification**	**Packaging**	**Unit Price including VAT**
C1	Hydraulic Oil	ISO VG 32	20 L	
C2	Hydraulic Oil	ISO VG 46	20 L	
C3	Hydraulic Oil	ISO VG 46	200 L	
C4	Hydraulic Oil	ISO VG 68	200 L	

Mopani District				
Item	**Product**	**Specification**	**Packaging**	**Unit Price including VAT**
C1	Hydraulic Oil	ISO VG 32	20 L	
C2	Hydraulic Oil	ISO VG 46	20 L	
C3	Hydraulic Oil	ISO VG 46	200 L	
C4	Hydraulic Oil	ISO VG 68	200 L	
Sekhukhune District				
Item	**Product**	**Specification**	**Packaging**	**Unit Price including VAT**
C1	Hydraulic Oil	ISO VG 32	20 L	
C2	Hydraulic Oil	ISO VG 46	20 L	
C3	Hydraulic Oil	ISO VG 46	200 L	
C4	Hydraulic Oil	ISO VG 68	200 L	
Vhembe District				
Item	Product	Specification	Packaging	Unit Price including VAT
C1	Hydraulic Oil	ISO VG 32	20 L	
C2	Hydraulic Oil	ISO VG 46	20 L	
C3	Hydraulic Oil	ISO VG 46	200 L	
C4	Hydraulic Oil	ISO VG 68	200 L	
Waterberg District				
Item	Product	Specification	Packaging	Unit Price including VAT
C1	Hydraulic Oil	ISO VG 32	20 L	
C2	Hydraulic Oil	ISO VG 46	20 L	
C3	Hydraulic Oil	ISO VG 46	200 L	
C4	Hydraulic Oil	ISO VG 68	200 L	

D. GEAR/TRANSMISSION OILS

Capricorn District				
Item	**Product**	**Specification**	**Packaging**	**Unit Price including VAT**
D1	Gear Oil	SAE 80W-90/API GL-5	20 L	
D2	Gear Oil	SAE 80W-90/API GL-5	200 L	
D3	Gear Oil	SAE 85W-140/API GL-5	200 L	
D4	Transmission Oil	OEM specification	20 L	
Mopani District				
D1	Gear Oil	SAE 80W-90/API GL-5	20 L	
D2	Gear Oil	SAE 80W-90/API GL-5	200 L	
D3	Gear Oil	SAE 85W-140/API GL-5	200 L	
D4	Transmission Oil	OEM specification	20 L	
Sekhukhune District				
D1	Gear Oil	SAE 80W-90/API GL-5	20 L	
D2	Gear Oil	SAE 80W-90/API GL-5	200 L	
D3	Gear Oil	SAE 85W-140/API GL-5	200 L	
D4	Transmission Oil	OEM specification	20 L	
Vhembe District				
D1	Gear Oil	SAE 80W-90/API GL-5	20 L	
D2	Gear Oil	SAE 80W-90/API GL-5	200 L	
D3	Gear Oil	SAE 85W-140/API GL-5	200 L	
D4	Transmission Oil	OEM specification	20 L	

Waterberg District				
Item	**Product**	**Specification**	**Packaging**	**Unit Price including VAT**
D1	Gear Oil	SAE 80W-90/API GL-5	20 L	
D2	Gear Oil	SAE 80W-90/API GL-5	200 L	
D3	Gear Oil	SAE 85W-140/API GL-5	200 L	
D4	Transmission Oil	OEM specification	20 L	

E. GREASE

Capricorn District				
Item	**Product**	**Specification**	**Packaging**	**Unit Price including VAT**
E1	EP Grease	NLGI 2	15/20 kg	
E2	EP Grease	NLGI 2	180/200 kg	
E3	Specialised Grease	OEM specification	180kg	
Sekhukhune District				
E1	EP Grease	NLGI 2	15/20 kg	
E2	EP Grease	NLGI 2	180/200 kg	
E3	Specialised Grease	OEM specification	180kg	
Vhembe District				
E1	EP Grease	NLGI 2	15/20 kg	
E2	EP Grease	NLGI 2	180/200 kg	
E3	Specialised Grease	OEM specification	180kg	

Waterberg District				
Item	**Product**	**Specification**	**Packaging**	**Unit Price including VAT**
E1	EP Grease	NLGI 2	15/20 kg	
E2	EP Grease	NLGI 2	180/200 kg	
E3	Specialised Grease	OEM specification	180kg	

F. COOLANTS AND OTHER FLUIDS

Capricorn District				
Item	**Product**	**Specification**	**Packaging**	**Unit Price including VAT**
F1	Heavy-duty Coolant	OEM specification	20 L	
F2	Heavy-duty Coolant	OEM specification	200 L	
F3	Brake Fluid	Applicable specification	20 L	
F4	2-stroke engine oil	Applicable specification	20 L	
F5	AdBlue	Applicable specification	10 L	
F6	Industrial heavy-duty Degreaser	Applicable specification	20 L	

Mopani District				
Item	**Product**	**Specification**	**Packaging**	**Unit Price including VAT**
F1	Heavy-duty Coolant	OEM specification	20 L	
F2	Heavy-duty Coolant	OEM specification	200 L	
F3	Brake Fluid	Applicable specification	20 L	
F4	2-stroke engine oil	Applicable specification	20 L	
F5	AdBlue	Applicable specification	10 L	
F6	Industrial heavy-duty Degreaser	Applicable specification	20 L	

Sekhukhune District				
Item	**Product**	**Specification**	**Packaging**	**Unit Price including VAT**
F1	Heavy-duty Coolant	OEM specification	20 L	
F2	Heavy-duty Coolant	OEM specification	200 L	
F3	Brake Fluid	Applicable specification	20 L	
F4	2-stroke engine oil	Applicable specification	20 L	
F5	AdBlue	Applicable specification	10 L	
F6	Industrial heavy-duty Degreaser	Applicable specification	20 L	

Vhembe District				
Item	**Product**	**Specification**	**Packaging**	**Unit Price including VAT**
F1	Heavy-duty Coolant	OEM specification	20 L	
F2	Heavy-duty Coolant	OEM specification	200 L	
F3	Brake Fluid	Applicable specification	20 L	
F4	2-stroke engine oil	Applicable specification	20 L	
F5	AdBlue	Applicable specification	10 L	
F6	Industrial heavy-duty Degreaser	Applicable specification	20 L	
Waterberg District				
Item	**Product**	**Specification**	**Packaging**	**Unit Price including VAT**
F1	Heavy-duty Coolant	OEM specification	20 L	
F2	Heavy-duty Coolant	OEM specification	200 L	
F3	Brake Fluid	Applicable specification	20 L	
F4	2-stroke engine oil	Applicable specification	20 L	
F5	AdBlue	Applicable specification	10 L	
F6	Industrial heavy-duty Degreaser	Applicable specification	20 L	

17. PRODUCT SUBSTITUTION

No alternative product may be supplied without prior written approval.

Where a proposed alternative is required, the supplier shall submit:

1. Product Technical Data Sheet.
2. OEM approval/compatibility information.
3. Comparison with the originally specified product.
4. Reason for substitution.
5. Safety Data Sheet.
6. Confirmation that the alternative meets or exceeds the required specification.

18. NON-CONFORMING PRODUCTS

The Department reserves the right to reject any product that:

- Does not meet the specified standard.
- Is incorrectly labelled.
- Is contaminated.
- Has damaged packaging.
- Does not correspond with the purchase order.
- Is supplied without required technical documentation.
- Is suspected of being counterfeit or unauthorised.
- Does not meet the applicable OEM requirement.

19. CONTRACT MANAGEMENT AND PERFORMANCE MONITORING

Supplier performance shall be monitored against:

- Delivery turnaround time.
- Product quality.
- Quantity accuracy.
- Availability of stock.

- Accuracy of documentation.
- Response to emergency orders.
- Number of rejected/non-conforming products.
- Technical support.
- Invoice accuracy.

Persistent poor performance shall be managed in accordance with the contract and applicable Departmental procedures.

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20. ENVIRONMENTAL, HEALTH AND SAFETY

The supplier shall comply with applicable environmental, occupational health and safety requirements.

Attention shall be given to:

- Safe transportation.
- Handling of petroleum products.
- Spill prevention.
- Spill response.
- Waste oil and container management.
- Appropriate SDS availability.
- Appropriate personal protective equipment.
- Safe storage and handling procedures.

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21. BRAND-NEUTRALITY

The tender shall be **brand neutral**.

Where a brand or manufacturer is mentioned for purposes of identifying a technical requirement, the specification shall allow **"or equivalent"**, provided that the alternative product demonstrably meets or exceeds the required specification.

The Department reserves the right to verify equivalence through technical documentation and/or independent testing.

22. THE BID WILL BE EVALUATED IN TWO (2) STAGES.

Namely:

1. Administration
2. Price and specific goals

23. ADMINISTRATIVE REQUIREMENTS/COMPLIANCE

Non-compliance of the following may lead to bids being disqualified:

- Fully completed SBD forms 1; 3,2; 4 and 6,1)
- Bidders to be registered on CSD
- Forms to be completed in full, with black ink pen (Not typed on)
- No use of correction fluid.
- The person authorized to sign off the document must initial any correction made on the document.
- Company Profile to be attached
- Prices to be written both in figures and in words
- Bidders must be Tax compliant throughout the bidding stages
- Failure to comply with Tax matters may result in the invalidation of the bid.
- Form of Offer shall be duly signed and completed
- Bills of Quantifies shall be completed in full
- Bid document shall be submitted in its original form, any attachments shall be submitted separately with the bid document
- Bidders must submit an electronic copy of their completed pricing schedule on a USB flash drive, in addition to the required hard-copy submission.

Only bid proposals that meets administrative and other mandatory requirements will be evaluated further.

24. AWARD OF THE BID

This contract will be awarded in terms of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) and its Regulations as well as the Limpopo Preferential Procurement Policy, 2005.

Limpopo Department of Public Works, Roads and Infrastructure reserves the right to:

a. Request further information from any bidder after the closing date,
b. Verify information and documentation of the respective bidder,
c. The awarding of the bid shall be limited to 5 bidders per district in a ranking order.
d. The department reserves the right to negotiate price with the recommended service providers.

- All the conditions specified in the General Conditions of Contract (GCC) will apply

- Intellectual property rights will belong to the Limpopo Department of Public Works, Roads and Infrastructure (LDPWRI)

- Before any work can commence the service, level agreement must be signed by both parties (LDPWRI and the successful bidder) and an official order must be issued and should there be any dispute regarding the finalisation of the agreement, LDPWRI reserves the right to cancel or terminate the contract, in whole or in part, without incurring any cost, penalty, or financial liability.

- The evaluation of Bids can only be done based on information required by the Limpopo Department of Public Works, Roads and Infrastructure (LDPWRI).

- Prospective suppliers and / or public entities interested in pursuing opportunities with the LDPWRI and within the South African government, should be registered on the National Treasury Central Supplier Database.

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- Prospective suppliers and / or public entities must provide the LDPWRI with their CSD registration number on submission of their bid proposals including those of sub-contractors and/ or joint venture companies.

PRICE SCHEDULE

FORM OF TENDER / OFFER

The offered total of the price inclusive of value added tax is (contact price)

Price in words .....

.....

Price in figures R .....

Signed:.....

Bidder:.....

Capacity:.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

. The General Conditions of Contract will form part of all bid documents and may not be amended.

. Special Conditions Contract (SCC) relevant to a specific bid, should be compiled separately for bid (if applicable) and will supplement the General Conditions of Contract. Whenever the is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Applications
3. General
4. Standards
5. Use of contract document and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incident services
14. Spare parts
15. Payments
16. Prices
17. Contract amendments
18. Assignment
19. Sub-contractors
20. Delays in the supplier's performance
21. Penalties
22. Termination for default
23. Dumping and countervailing duties
24. Force Majeure
25. Termination for insolvency
26. Settlement of disputes
27. Limitation of liability
28. Governing language
29. Applicable law
30. Notices
31. Taxes and duties
32. National Industrial Participation Programme (NIPP)
33. Prohibition of restrictive practices

General Conditions of Contract

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 anything 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 subsidised 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 recognised 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 supplies are so delivered and a valid receipt is obtained.

1.11 "**Dumping**" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at

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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 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 process 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 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 the 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 sub-contractors) and which 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 supplies 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 not 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 purchase order issued for the supply of goods or works or the rendering of a services. 1.20 "Project site" where applicable, means the place indicated in bidding documents. 1.21 "**Purchaser**" means the organisation purchasing the goods. 1.22 "**Republic**" means the Republic of South Africa. 1.23 "**SCC**" means 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 "**Written**" or "**in writing**" means handwritten in ink or any other form of electronic or mechanical writing. 1.26 IATA means International Air Transport Association 1.27 ASATA means Association of Southern African Travel Agents
2. Application	2.1 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. 2.2 Where applicable, special conditions of the contract are also laid down to cover specific supplies, 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 or documents may be charged. 3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
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 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 the 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.
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 the 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 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 of acceptable to the purchaser, or (b) a cashier's 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 in SCC.
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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.

	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 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 supplies to be in accordance with the contract requirements, the costs of the inspections, tests and analyses shall be defrayed by the purchaser. 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier. 8.6 Supplies 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 supplies 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 supplies 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 supplies which do comply with the requirement of the contract. Failing such removal, the rejected supplies shall be returned at the supplier's cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies 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 23 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 and 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, specified in SCC, and in any subsequent instructions ordered by the purchaser.
10. Delivery and documents	10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC. 10.2 Documents to be submitted by the supplier are specified in SCC.
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 in the SCC.
12. Transportation	12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
13. Incidental services	10.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

	(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 in SCC, the supplier may be required to provide and manufactured or distributed by the supplier: any or all of the following materials, notifications, information pertaining to spare parts (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 in SCC. 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 in SCC 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 in SCC, 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 in SCC. 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract. 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier. 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
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 in SCC or in the purchaser's request for bid validity extension, as the case may be.
18 Contract amendments	18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
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 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority. 21.4 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 supplies are required, or the supplier's services are not readily available. 21.5 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 21.2 without the application of penalties. 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies 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 intended penalty as not objected against and may impose it on the supplier. 23.5 Any restriction imposed on any person by the Accounting Officer Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority actively associated. 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: a) the name and address of the supplier and / or person restricted by the purchaser. b) the date of commencement of the restriction c) the period of restriction; and d) 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 Tender 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 Anti-dumping and countervailing duties and rights	24.1 When, after the date of bid, provisional payments are required, or antidumping 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 favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies 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 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

	27.5 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.
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 in SCC.
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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33 National Industrial Participation (NIP) Programme	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1 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 (or bid rigging). 34.2 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 the Competition Act No. 89 of 1998. 34.3 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.

DECLARATION OF ACCEPTANCE OF GENERAL CONDITIONS OF CONTRACT (GCC)

The bidder declares to accept all the Conditions as outlined in the GCC as specified above by indication with an "X" in the "ACCEPT ALL" column.	**ACCEPT ALL**	**DO NOT ACCEPT ALL**
NOTE: FAILURE TO ACCPET ALL THE GENERAL CONDITIONS OF CONTRACT AS SPECIFIED IN THE ABOVE WILL RESULT IN DISQUALIFICATION OF YOUR BID. **Signature..... Names (in print) .....** **Date .....**		