

Welcome & Introduction – Kyle Fourie

KF welcomed everyone to the meeting and introduced the CoCT attendees. He advised that this is a non-compulsory clarification meeting for tender 289G/2024/25 and emphasised the following general information.

Tender Description: The Supply and Delivery of Industrial Lubricating Oils, Automotive Oils, Greases and Other Automotive Fluids for City Wide Use

Contract Period: Will be for 36 months from commencement date of the contract.

Closing date of the tender is 09 July 2025 at 10h00. Box number for the tender is 245.

Any questions and queries can be emailed to: SCM.Tenders4@capetown.gov.za and Fleet.Tenders@capetown.gov.za

289G/2024/25 Tender Document – Kyle Fourie

Conditions of Tender

The Tender Document was presented it was advised that it is very important for tenderers to ensure that they read through the entire tender document.

The following points of were highlighted and taken through.

Clause 2.1.5.1 of the Procurement Procedure.

2.1.5 Procurement procedures

2.1.5.1 General

[The CCT intends to appoint three tenderers (the highest ranked tenderer ("the winner") and in addition two "alternative tenderers"), **per item** for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all.

[The contract period shall be for a period of **[36]** months from the commencement date of the contract.]

Clause 2.2.1.1.3 Compliance with technical specifications

Attention was also drawn to the Eligibility Criteria under the Tenderer's Obligation and specifically the importance of clause 2.2.1.1.3. It was strictly emphasised that tenderer's must comply with the technical specifications of the tender in respect of all items, to be considered responsive. It must be further noted that tenderers are required to fully and accurately complete Schedule F.13 for each item offered.

2.2.1.1.3 Compliance with technical specifications

a) For All Items

In order to be declared responsive, the tenderer must comply fully with the specifications outlined in the tender documents. The tenderer's attention is specifically drawn to the following sections of the specifications:

(Technical requirements for each unit offered)

In addition to the above, the tenderer is required demonstrate compliance with the full extent of the technical specifications. In order to be evaluated for compliance with the technical specifications, the tenderer must complete Schedule F.13 for each item offered. It is the responsibility of the tenderer to fully and accurately complete this schedule to achieve favourable evaluation outcomes.

b) For Item 3, Item 45, item 46,

The tenderer must provide a South African registered lab test **report**, not older than 6 months from the closing date of the tender, in accordance with applicable standards as listed on **clause 2.2**, and **clause 2.4** on the specifications, confirming consistency and approval of the blend for the two stroke fuel mix that confirms that the properties of the offered product (lubricant) are approved and/or compatible with Stihl or Husqvarna or equivalent equipment (as referenced in **clause 2.2** of the specification).

In respect item 3, item 45 and item 46, tenderers must note that a South Africa registered lap test report, not older than 6 months from the closing date of tenderer, in accordance with the applicable standards as set out in clause 2.2 and clause 2.4 of the specifications, must be provided.

The Contract

All returnable documents of the Contract being from C.1 including the C.8 Annexures must be completed and returned with tender submission.

Price Schedule

The Price Schedule was presented, and tenderers were advised to thoroughly read through the entire Price Schedule and ensure compliance with the Pricing Instructions.

Clause 5.8 and 5.9 were specifically highlighted:

- | | |
|------------|---|
| 5.8 | Tenderers must indicate which containers are returnable and the credit which will be made on those returned in good condition as indicated on the Container Refund Section. |
| 5.9 | Tenderers must clearly state the brand and full trade name of the product offered on the PRICE SCHEDULE. |

Tenderers are to complete the Price Schedule with price excluding vat and indicate the brand of Oil/Fluid offered for each item. Tenderers are to ensure to that they comply with the unit of measure for each item and do not amend it.

Specifications

The Specification of the tender document was presented and certain points highlighted. It is important for all tenderers to read through the specifications and ensure compliance.

Tenderer's must note that wherever there is reference to a brand in the tender document, it shall be deemed to be accompanied by the words 'or equivalent'.

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C.5 SPECIFICATION(S)

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADEMARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS 'OR EQUIVALENT'.

SECTION A: General Specification

1. INTRODUCTION

1.1 This specification calls for the supply and delivery of internal combustion engine, automotive and industrial lubricating oils, grease, lubricants and brake fluid, which shall be used in the city of Cape Town's vehicles and plant as and when required.

Tenderers are to further note the applicable SANS standards and the applicable performance standards that the oils being offered must comply with.

2. APPLICABLE SANS STANDARDS (OR LATEST VERSION THEREOF)

2.1 SANS 342 – Automotive Fuels

2.2 SANS 1374 - Lubricating Oils for Two-Stroke Spark-Ignition Engines

2.3 SANS 1253 - Chainsaw Chain and Cutter Bar Lubricant

2.4 SANS – 1251 - Cooling System Conditioner/Antifreeze

2.5 SANS 1207 – Brake Fluid

2.6 SANS 342:2016 Lubricating Greases

3. APPLICABLE PERFORMANCE STANDARDS

ITEM	PERFORMANCE STANDARD
1 - 2	NMMA TC-W3 Mixing Ratio (up to 100:1)
3	API TC JASO FB Fuel/oil mix ratio (higher than 40:1)
4 - 5	Viscosity grade: 5W/30 American Petroleum Institute (API) European Automobile Manufacturing Association (ACEA) C3 OEM Performance Standard VW 502.00/505.01 DEXOS 2:
6	Viscosity grade: 5W/40 American Petroleum Institute (API) SN/ CF European Automobile Manufacturing Association: (ACEA) C3: OEM Performance Standard VW 505.00/505.01

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Tenderers must adhere to the Specifications and note the maximum delivery period of 2 working days that will be applicable.

4. SCOPE OF SPECIFICATION

- 4.1 The products shall meet or exceed the performance standards/ specification levels required as specified in Section B below.
- 4.2 The product offered must meet the requirements of the OEM for vehicles and plant in use by the City of Cape Town.
- 4.3 The oil must be supplied in new, sound, clean and dry drums, or other packages, with tamper proof and completely sealed caps. Outer cartons or cases adequate to ensure safe delivery shall be supplied. The labelling or marking of the product package must be compliant with the marking referred to in the Marking/ Labelling section of the specification and to the satisfaction of the CCT representative.
- 4.4 The service provider should note that to prevent contamination of products, local decanting of oils into smaller containers will not be acceptable.
- 4.5 Material Safety Data Sheets (MSDS) for each product shall be supplied on delivery of the products.
- 4.6 Maximum delivery period is 2 working days.
- 4.7 In the event that a product gets discontinued during the tenure of this contract, the service provider may provide an equivalent or a product of higher specification which meets the specifications of this tender, at no additional cost to the City. Refer to SCC 36 for sampling that will be done on products offered.

Special Conditions of Contract

The following sections of the Special Conditions of Contract were highlighted.

Warranty

- 15. Warranty**
- Add to Clause 15.2:*
- 15.2 The warranty for this Contract shall remain valid for twelve (12) months from date of Delivery of the Goods and/or Services.

Prices

Tenderers are to note that prices will be subject to contract price adjustment in terms of the Schedule F.1 Contract Price Adjustment and/or Rate of Exchange.

17. Prices

Add the following after clause 17.1

17.2 If as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Purchaser delegated authority if such was not included in the bid documents.

17.3 If as a result of any extension of time granted, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.

17.4 The prices for the goods and/or Services delivered and services performed shall be subject to contract price adjustment in terms of Schedule F.1 Contract Price Adjustment and/or Rate of Exchange Variations and the following conditions will be applicable: See Schedule F1.

Penalties

22. Penalties

Delete clause 22.1 and replace with the following:

22.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods and/or Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from amounts payable, as a penalty, a sum as stated herein for each day of the delay until actual Delivery or performance.

In the event that the actual delivery for goods ordered in terms of this tender exceeds the contracted delivery period, a penalty of 0.5% of the value of the purchase order per day for orders not delivered within the contracted delivery period. This penalty will not exceed a period of 5 days falling which the purchase order may be cancelled. The Service Provider will still be liable for penalties incurred.

22.2 The Purchaser shall, without prejudice to its other remedies under the contract, deduct from amounts payable, financial penalties as contained on the Preference Schedule for breaches of the conditions upon which preference points were awarded.

Sample Testing

Tenderers are to note that all goods supplied for the duration of the contract will be subject to random sample testing.

36. Sample testing

- 36.1 All goods supplied for the duration of the contract will be subject to random sample testing to ensure that the goods supplied are in accordance with the specification laid out in the contract.
- 36.2 Samples should be made available on request for analysis at any stage during the contract period.
- 36.3 Samples taken from any portion of the supply shall be free from impurities, and no reclaimed oils are to be used.
- 36.4 In terms of the Conditions of Contract, the successful tenderer may be required to provide proof compliance to any or all of the specification requirements at any stage during the tenure of the contract.
- 36.5 Tenderers need to have access to an analysis laboratory and technical advice services within 30 days of commencement of contract (Section C - Information Schedule and Technical service).
- 36.6 The tenderer should guarantee continuity of the supply of the product, and consistent level of quality.
- 36.7 Tenderers to note that these certificates will also be required with each delivery during the tenure of this contract.
- 36.8 The City reserves the right to conduct random tests of products offered.

Annexure A – Pro Forma Insurance Broker’s Warranty

Insurances are required prior to contract commencement. Annexure A, as per below, must be completed.

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C.8 ANNEXURES

Annexure A – Pro Forma Insurance Broker’s Warranty



Date

CCT
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: 289G/2024/25

TENDER DESCRIPTION: *The Supply and Delivery of Industrial Lubricating Oils, Automotive Oils, Greases and other Automotive Fluids for City wide use.*

NAME OF SUPPLIER:

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the CCT with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed:

For: _____ (Supplier’s Insurance Broker)

Tender Returnable Schedules

It is important to note that all Returnable Schedules are to be completed in full and returned with the tender submission.

Schedule F.1: Contract Price Adjustment (CPA)

Contract Price Adjustment is applicable to this tender and will be applicable on a quarterly basis. However, prices will remain fixed for the 3 months from date of contract commencement.

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Annexure F - Tender Returnable Documents

Schedule F.1: Contract Price Adjustment

1. TENDER CONDITIONS

1.1 The Contract Price Adjustment (CPA) mechanism and/or provisions relating to Rate of Exchange (RoE) Variation, contained in this schedule is compulsory and binding on all Tenderers/Suppliers and this schedule (the parts relevant to the particular tender) must be completed by all Tenderers / Suppliers.

1.2 Tenderers/Suppliers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule.

1.3 Tenderers are not permitted to offer fixed and firm prices except as provided for in the Price Schedule.

2. CPA PROVISIONS SELECTION

2.1 The prices stipulated on the Price Schedule are subject to adjustment as set out below.

2.2 Tenderer to indicate the specific CPA and/or RoE provisions applicable to their bid by marking the relevant checkboxes below. Tenderers to note that the CPA and/or RoE provisions are not exclusive and multiple CPA Types can exist if the bid contains both local and foreign exchange based pricing. In such cases the CPA and/or ROE provision applies only to that portion of the tendered price.

2.3 The CPA and/or RoE provisions applicable to this tender and resulting contract are to be indicated below by checking the relevant boxes (with multiple selections only where indicated permissible):

	<u>Indicate option</u>	<u>CPA Type</u>	<u>Period</u>	<u>Refer to Section</u>
A	<input checked="" type="checkbox"/>	FIRM PRICES as per Pricing Schedule	Annual	Pricing Schedule C.4 and Schedule F.1 (A)
<u>LOCAL (RSA) TENDER CONTENT:</u>				
EITHER				
B	<input type="checkbox"/>	CPA Mechanism for Manufacturers	Quarterly	Schedule F.1 (B)
OR				
C	<input type="checkbox"/>	Pricelist / Quotation Based CPA	Quarterly	Schedule F.1 (C)
OR				
D	<input checked="" type="checkbox"/>	STATS SA CPI Index Based CPA	Annually	Schedule F.1 (D)
OR/AND				
E	<input checked="" type="checkbox"/>	Sectorial Determination 1: Contract Cleaning Sector	Annually	Schedule F.1 (E)
OR				
E	<input checked="" type="checkbox"/>	Sectorial Determination 8: Private Security Sector	Annually	Schedule F.1 (E)
<u>IMPORTED GOODS AND / OR COMPONENTS (IF APPLICABLE)</u>				
F	<input type="checkbox"/>	ROE based CPA	Quarterly	Schedule F.1 (F)
AND (IF REQUIRED), EITHER				
G	<input type="checkbox"/>	Pricelist / Quotation based CPA	Quarterly	Schedule F.1 (G)
OR				
H	<input checked="" type="checkbox"/>	Overseas CPI / PPI index based CPA	Ad-Hoc /	Schedule F.1 (H)

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3. CONTRACT CPA APPLICATIONS AND ADMINISTRATION

3.1 Prices will remain fixed for 3 months from date of commencement and thereafter on a quarterly basis for the duration of the contract.

Schedule F.4: Preference Points Claimed in Terms of the Preferential Procurement Regulations 2022

Tenderers are to complete the provided table with the number of points they are claiming for Gender, Race, Disability and Promotion of Micro and Small Enterprise. The middle column 'Number of Points Allocated' is the maximum number of points a tender can claim for specific goal.

The specific goals allocated points in terms of this tender	Number of points Allocated (80/20 system)	Number of points claimed (80/20 system)
Gender	5	
Race	5	
Disability	3	
Promotion of Micro and Small Enterprises	7	

Schedule F.5: Declaration of Interest – State Employees (MBD 4 Amended)

Attention was drawn specifically to clause 3.14 of Schedule F.5 as this ties in with multiple bids. Tenderers are to note that no multiple bids are allowed.

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars: _____

3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the CCT in the past twelve months? **YES / NO**

3.15.1 If yes, furnish particulars: _____

3.16 Do you have any employees who was in the service of the CCT at a level of T14 or higher at the time they left the employ of the CCT, and who was involved in any of the CCT's bid committees for this bid? **YES / NO**

3.16.1 If yes, furnish particulars: _____

4. Full details of directors / trustees / members / shareholders

Full Name	Identity Number	State Employee Number

If the above table does not sufficient to provide the details of all directors / trustees / shareholders, please append full details to the tender submission.

Schedule F.13: Information to Be Provided with the Tender

The following information must be provided with the Tender:

Tenderers are to complete the below tables for items offered as required in clause 2.2.1.1.5 (Eligibility Criteria)

Deviations to specifications must be listed on F10 (Proposed Deviations and Qualifications by Tenderer)

ITEM 1: TWO STROKE WATER COOLED ENGINE OIL	
Performance Standards	Table to be completed by the tenderer by confirming compliance
1.1 Product offered shall meet the following performance standards: NMMA TC-W3: Mixing Ratio (up to 100:1):
1.2 Tenderer to state the brand and name of the Oil offered.	

Closing

KF thanked everyone for their attendance and once again reiterated any enquiries and further questions to can be emailed to: SCM.Tenders4@capetown.gov.za and Fleet.Tenders@capetown.gov.za

Meeting closed at 09h28.

FOLLOW- UP ENQUIRIES**Questions and Answers**

- Q:** Will the tenderer be panel based or solely awarded?
A: Please refer to 2.1.5 Procurement Procedures
 "The CCT intends to appoint three tenderers (the highest ranked tenderer ("the winner") and in addition two "alternative tenderers"), per item for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all".
- Q:** How many sites will we need to deliver to, and location of the sites?
A: The location for delivery will be specified on the PO.
- Q:** In Order to Tender must we be able to supply the complete list of products or can we just supply the products we manufacture?

A: The award will be made **per item**, and therefore tenderers are invited to submit offers **only for the items they wish to supply**. It is **not mandatory** to tender for all items listed.

4. **Q:** Must every product supplied match the required OEM performance specs?

A: Yes.

5. **Q:** What will the delivery address be for the lubricants?

A: The location for delivery will be specified on the PO.

6. **Q:** Can we submit our Tender online or must we hand deliver it to the specified box?

A: No online or electronic tenders will be accepted. All tenders must be submitted **in physical format** and deposited in the **designated tender box** as specified in the tender documents.

7. **Q:** Can you perhaps send me the BOQ for the above-mentioned tender document please?

A: The Price Schedule is available on the tender document, kindly purchase tender document at Civic Centre, 2nd floor alternatively download the tender document on National Treasury e-tender website or CCT website.

8. **Q:** Please advise who can assist with the following. I would like to seek clarification on the public liability insurance requirement, specifically under Section 11.2.1 of the contract, which mandates that suppliers maintain coverage of R20 million per claim for liability arising during the execution of the contract. While we understand the necessity of risk management, we believe that requiring this insurance before contract award presents several challenges:

- ✓ Financial Burden Without Guarantee – Securing a policy of this magnitude imposes substantial upfront costs on the supplier without assurance of contract award, creating financial strain on bidders.
- ✓ Industry Standard Practice – In many procurement processes, insurance obligations are structured to be activated upon contract award, ensuring compliance while avoiding unnecessary expenditure for unsuccessful bidders.
- ✓ City of Cape Town's Own Coverage – Given that the equipment will be handled within City of Cape Town premises, we would like clarity on whether municipal liability insurance already provides coverage for such activities.
- ✓ Alternative Insurance Arrangements – Would it be possible for the city to consider a Principal Controlled Insurance (PCI) approach, where overarching coverage is extended to suppliers under a unified policy?
- ✓ Flexibility for Compliance – If insurance must be supplier-specific, could the requirement allow for insurance confirmation after contract award, ensuring compliance while avoiding premature financial commitments?

A: Insurances are required **prior to contract commencement and not before award**.

9. **Q:** Regarding submissions, do you only require the original document or do you require suppliers to submit the original plus copy and USB?

A: Tenderers must submit hard copy of the original tender document, USB is optional. The hard copy will take precedence.

10. **Q:** Can you please estimate quantities upon delivery?

A: Delivery quantities will be required on an adhoc basis.

11. **Q:** Please clarify if there is a specific address of delivery?

A: The location for delivery will be specified on the PO.

12. **Q:** In terms of pack sizes, is it possible to quote according to the pack sizes we keep?

A: Tenderers must quote as per price schedule.

13. **Q:** In terms of pricing adjustments, in a case where we experience price adjustments would the City accept our 30 days period notice.

A: Prices will remain fixed for 3 months from the date of commencement and thereafter CPA will apply on a quarterly basis for the duration of the contract.

14. **Q:** Please supply specifications of you internal CL/1-6, ATL1,2,3,4 listing. Note that these are your internal specifications that is not known by bidders?

A: The references CL/1-6 and ATL1,2,3,4 are standards that have been updated and replaced by newer industry-standard specifications. For example:

- ✓ Old Specification: CL/2 – Two-stroke oil – Water Cooled
- ✓ New Specification: TC-W3 (replaces CL/2)

The same applies to the ATL1,2,3,4 series, which have also been superseded by updated standards. The new specifications reflect the current requirements, and bidders should refer to these for compliance.

15. **Q:** Refer to P39, No. 3: API listing. Please note that Stihl nor any other oil manufacturer has a “TC” approval (listing) with API. API has a TC standard but no listing of approvals of manufacturers. This requirement cannot be met. Please advise. However, please note that our oils meet the API TC standards?

A: Please refer to Part 3 of this Notice.

16. **Q:** P39: No. 3.1.8, I have been in contact with Duncan Fryer from Stihl who is the technical head for Southern Africa. He has stated that they do not test , nor approve any 2 stroke fuel mix. There is no known standard like ASTM or IP test methods to test the fuel mix, however we are able to use internal laboratory test methods to show the amount of oil added to the fuel. External lab can be used for this purpose. Please advise?

A: Please refer to Part 3 of this Notice.

17. **Q:** Attend to non-correlations of items 14 and 17 on P30 and 127. The product names/spec does not match?.

A: Please refer to Part 4 of this Notice.

The End