

CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

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## 1. Attendees

As per the attendance register appended hereto.

## 2. Meeting

Meeting started: 10:34

**BM**, started the meeting and apologised for starting the meeting late citing network connectivity challenges.

- Requested the attendees to indicate their name the company they are representing on the IM and that everyone can ask questions as the meeting progresses, and that any question

Tender Document:

- Indicated that the tender is for the supply and delivery of landfill plant and equipment and the contract period will be 36 months and that will be from date of commencement, and tenderers to take note of the closing date that is the 15th of May 2025 no later than 10:00.
- She indicated that she will cover the crucial parts of the documents, but if there are questions on other items not covered, you can let her know so she can respond to them but I will go through the items that that usually have issues.
- Tenderers to use the [SCM.Tender17@capetown.gov.za](mailto:SCM.Tender17@capetown.gov.za) email address if there are any additional questions and they must not be send directly to her or any other person in the organization.
- The tender will be awarded to the 3 tenderers that are responsive, where it will be the winner, which will be the highest rank, and then there will be two standby. The award will be per category meaning that you don't have to tender for all the 6 categories. The tenderers can tender for one, for any of the machines that are capable of offering or can offer. It won't be a winner takes all basis for all the items for all the six items.

**CC**, asked whether if the first tenderer doesn't have stock for whatever reason, you would go to a second and third option as well.

**BM**, responded that Yes, it will go to the second and third or third option. However, for that to happen, then we'll have to terminate the first ranked for the rest of the tender due to poor performance or failing to meet the contractual obligations in order to activate the second ranked and the same process will follow to activate the 3<sup>rd</sup> ranked. There must be a material performance for us to terminate the contract

BM requested tenderer to take note of the tenderer's obligations requirements and make sure compliance, and highlighted the importance of clause 2.2.1.1.1 that tender must comply in all aspects with the tender conditions of tender all specification, price instruction and including the tender conditions.

BM, emphasised the importance of complying with clause 2.2.1.1.8 until 2.2.1.1.10 and that the supporting document listed under those clauses that needs to be submitted with the tender document.

- Clause 2.2.1.1.8, tenderer must submit technical brochure with technical information of the complete vehicle on offer, and the brochure must be of the proposed make and model offered, and there should be no discrepancy between the technical brochures and make and model of the machine offered under the price schedule and specification.  
Therefore, there must be a 3 way alignment between the make and model stated under the specification, price schedule and technical brochure.
- Clause 2.2.1.1.9 the tenderers are required to fully complete the technical specification (C5), So you're supposed to complete and fully complete that schedule.
- Clause 2.2.1.1.10 tenderer's need to submit a documentary proof that they are an earth moving plant distributor that must be in the form of either of the 3 supporting document.
  1. Proof of registration as a dealer, manufacturer, or importer.  
So you are required to submit a documentary proof that you are registered as a motor dealer or a manufacturer, or in terms of the national Rd. Traffic Act. of 1996, in the form of a registration certificate to prove that you are in an earthmoving plant or equipment distributor.
  2. Alternatively, submit an OEM franchise agreement or dealer agreement in the form of the franchise agreement or a dealer agreement with the OEM.  
BM indicated that a notice would be sent out, as there was a duplication for B & C.
  3. However, went through what the correction (C) require, which is a OEM equipment distributor confirmation letter where the tenderers are required to submit a letter from the OEM confirming that the tenderer is approved/ authorize earthmoving equipment distributor or dealer and will provide parts and maintenance of the equipment for all vehicles offered.

BM went through the Contract as follows:

- Tenderers are required to complete the details of tender or supplier schedule and must indicate the type of a business they are tendering as. More importantly if they are partnership or a joint venture or in a partnership or consortium, the appropriate box must be selected. However, if a tenderer are tendering as joint venture, they must indicate that and cannot change after they have submitted their offer to indicate that they are tendering as a JV or partnership etc. Because of a joint venture then there is supporting documentation that need to be submitted with the tender document and there is a scheduling that needs to be completed. Therefore, tenderers to make sure that is done and submitted with the tender document.
- The deviations schedule must not be completed it will only be completed before commencement of contract if there are any deviation that the City agreed with. Where there are deviations, then those must be noted in their designated Schedule F10.

- Tenderer has to complete the occupational health and safety schedule.

#### Price Schedule:

- Tenderers must fully complete the price schedule and price on all items & sub items for the categories they are offering under.
- Clause 5.6, an item against which no rate is or entered or if anything other than a rate or a near rate. For example A0A dash or a word include included or abbreviation. Their office ended against an item. It will also be regarded as a nil rate.
- Clause 5.9 the tender will be evaluated on total price therefore tenderers to provide prices for the main item and all sub items. Failure to provide prices for the main item and the optional extra, the tender will be deemed non-responsive.
- Clause 5.10 price submitted prices submitted for the main item and sub items must be calculated and completed in the total unit price for the price.
- There are 6 items/categories required and service providers can choose either of the vehicles to offer under.
- The tenderers are require to fully complete the tables by stating the make and model of vehicle offered and the same under optional extras/sub items. Then the price of the main item the optional extras price are added to get a total price, which must be indicated in the last cell.
- Clause 5.9: Tenderers are required to provide price for all for all the optional extras under the items/categories they are offering under.

#### C.5 Specification:

BM went through the specification stating that tenderers need to comply with the requirement of the specification and explain how the specification must be completed.

That tenderer are required to provide make and model of the vehicle, the country of origin.

Clause 2 - tenderer's guide of the specification explain how to complete the specification C5 Specification that:

- There are 4 column, Column 1- Clause no; Colum 2: Spec requirement and Column 3, to indicate whether compliant or you're not compliant by indicating yes/no. then column 4 make reference of the brochure or technical data sheet by providing page numbers.
- The tractor and body are regarded as a vehicle, so they must not be treated as separate item i.e. when Warranty are concerned. This is more applicable to Categories 1, 2 & 3.

CC: Asked whether the vehicle manual must be are additional and

BM: confirmed that they are optional extra and the same manuals that is usually requested with the vehicle.

CC: asked whether must state the make and model of the tractor and that of the body and

BM: confirmed if they are separate then it must be stated as such.

ML: Requested clarity on whether this was a tender for supply or renting out machines and BM confirmed that it's for purchasing and not hiring of landfill plant.

Category 1: 23 KL Water tanker ADT:

CC & B: asked whether service plan should be included with the offer since its mentioned under clause 8.

BM: responded that no, 8.3 refer to what is required in contract when the city sends the vehicle to the service provider, when the vehicle is still under warranty otherwise the service plan is not included in this tender. If it were, it would have listed under the optional extras.

CC: Asked about the “vesa approved” anti-theft system, and

BM responded that the “Vesa approved” is not applicable and a notice will be sent correcting the it where applicable.

Categories 2 Container Carrier ADT, Categories 3 Container Carrier ADT, Categories 4 Front End Loader

BB indicated that the same format as category 1 will apply

#### CATEGORY 5 –LANDFILL COMPACTOR

ML: asked the whether we require 40 tons only as that only applies to the cat 826K meaning that only and that 36 ton won't be accepted.

BM: responded he must refer to the specification as it stated the minimum weight required.

CC: asked whether the blade is U blade or Semi U blade as the capacity is much larger on a U shaped blade.

AS: Refer to page 91 that the spec call for a U-shaped blade.

#### CATEGORY 6 – LANDFILL TRACK TYPE DOZER

CC: asked a question on the and rear Ripper and

BM responded that though there is a requirement under the this clause 15.1 if the Ripper was required it was going to have its own clear requirements but a notice will be sent regarding the ripper reference

ML: asked where the dozer must be fitted with construction or landfill track since there is extra cost associated with landfill tracks

BM responded that the tender is for the landfill plant

AS: Added, that the tender is requesting for a landfill dozer, not a construction dozer.

ML: Asked whether the extra cost of the tracks will be considered when evaluating

BM: responded that the committee will consider the price that will be submitted for the item.

CC: asked whether the warranty period for the fire suppression is 3 years and

BM confirmed

AS: requested confirmation of the warranties

BM Responded 12 months 2000 hours then it will be 3 years for the fire suppression

#### General Specification

BB: highlighted 2 requirements clause 13.1.1 and 13.4.4

- clause 13.1.1 The tender is an as and when required meaning that there is no minimum quantity as that will be dependent on the operational demand.
- Clause 13.4.4 Services provided by the subcontractor, the tenderer must underwrite their warranties, as the city does not have a contract with the subcontract instead has a contract with the tenderer.

Special conditions of contract,

Tenderer must have an insurance and that the insurance must be in compliance to clause 11 and must complete that Insurance Broker template and the wording contained in the template must not be changed.

The penalties that would be applicable in contract will be in accordance to clause 21 of SCC

Clause 36: Require that tenderer must have a workshop or have an access to a workshop that would be conducting the repairs and maintenance and servicing of the machines that we would be procured from the tenderer. If the tenderer do not have a Workshop, in contract there is a provision of 90 days to set up infrastructure.

Also, tenderer will be required to submit a confirmation letter from the OEM stating that the workshop facility offered are OEM approved for the maintenance, repairs, testing and major overall of the vehicles an extra must be completed by your insurance broker and it must be signed by your insurance broker but not yourselves.

CC: asked whether they can submit their general letter of cover from their insurance broker and BM responded that the tenderer must comply with clause 11 of SCC and submit the insurance Broker's template.

The contract price adjustment

BM: explained the schedule F1 CPA that tenderer's must select applicable methodology and must complete the applicable schedule to the methodology and provide the supporting documents applicable.

For Local the tenderer can choose the methodology applicable and for import they can choose to combine the methodologies according to the instruction

Where a supplier or the manufacturer's price list is selected, the tenderer must submit the price list that the pricing offered under the Price schedule is based. Such price list or quotation is required to be on the letterhead of the supplier, manufacture, dated, the reference number and signed, and is to provide clear reference to the tender number.

Should there be challenges with providing the information applicable in particular to the supplier manufacturer's price list. A covering letter or a letter, which will have a detail as to why OEM price list or the manufacturer's price list cannot be provided, must be submitted. Though it does not mean it will be accepted but to give the committee the opportunity to evaluate the reason instead of not submitting any explanation citing any reason for not submitting the supporting docs required.

BM went through the remaining schedules from schedule F2 until F9.

F10 to be used to record deviations or submit a covering letter with deviation and the letter must be referenced on this schedule. Failure to record deviations on the schedule then the deviation will not be considered

Schedule F-12.: It's for the recording of the notices that were sent out which must also be submitted

Schedule F 13 outlines what needs to submit with a tender offer, as per clause 2.2.1.18 until 2.2.1.1.10 of the tender's obligation

ML: raised concern regarding a statement BM made that any brand of landfill compactor will be considered as some other brand breakdown after 6 months.

BM responded that as long as the machine offered comply to the requirements of the tender /specification as that is the criteria used to determine compliance

BM adjourned the meeting at 11:58

SIGNATURE OF CHAIRPERSON: \_\_\_\_\_

DATE: \_\_\_\_\_