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**NEWCASTLE MUNICIPALITY**

**BUDGET AND TREASURY DEPARTMENT – ASSET MANAGEMENT**

**BID NO.: A003 - 2023/24**

**PROVISION OF INSURANCE COVER FOR MUNICIPAL ASSETS FOR A PERIOD OF 36 MONTHS**

**SUBMISSION OF BID DOCUMENT DEADLINE**

Date: Wednesday, 04 December 2024

Time: 12h00

Venue: Municipal Civic Centre Offices (Rates Hall)  
Tower Block Building, 37 Murchison Street, 1<sup>st</sup> Floor  
Newcastle, 2940

<b>Name of Bidder</b>	
<b>CSD Master Registration Number</b>	
<b>Physical Address</b>	
<b>Contact Person(s)</b>	
<b>Phone Number(s)</b>	
<b>E-Mail Address</b>	

Sealed bid document must be deposited in the Tender Box provided at the Municipal Civic Centre (Rates hall), 37 Murchison Street, Newcastle by no later than **12h00** on **04 December 2024** where bids will be opened in public. Please be advised that the name, address and contact details should be written at the back of the envelope.

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## **PART A—ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY**

## 1. CHECKLIST

**PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE BID DOCUMENT:**

Description	Yes/No		
<b>MBD 1 – Invitation to Bid</b> Is the form duly completed and signed?	Yes		No
<b>Form of Offer</b> Is the form duly completed and signed?	Yes		No
<b>Authority to Sign a Bid</b> Is the form duly completed and is a certified copy of the resolution attached?	Yes		No
<b>MBD 3.3 - Pricing Schedule – Firm Prices (Professional Services)</b> Is the form duly completed and signed?	Yes		No
<b>MBD 4 Declaration of Interest</b> Is the form duly completed and signed?	Yes		No
<b>MBD 6.1 Preference Points Claim Form</b> Is the form duly completed and signed?	Yes		No
<b>MBD 8 Declaration of Past Supply Chain Practices</b> Is the form duly completed and signed?	Yes		No
<b>MBD 9 Certificate of Independent Bid Determination</b> Is the form duly completed and signed?	Yes		No
<b>Declaration for Municipal Accounts</b> Is the form duly completed and signed?	Yes		No
<b>Experience of Bidder</b> Is the form duly completed with relevant experience detailed and signed?	Yes		No
<b>Pricing schedule</b> Is the form duly completed and signed?	Yes		No

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	



## **2. BID NOTICE & INVITATION TO BID**

### **BID NO: A003 - 2023/24: PROVISION OF INSURANCE COVER FOR MUNICIPAL ASSETS FOR 36 MONTHS**

In terms of section 110 of the municipal finance management act, 2003 (no. 56 of 2003), tenders are hereby invited by Newcastle Municipality for provision of insurance cover for municipal assets for a period of 36 months.

Bid documents are obtainable from **31 October 2024**, at the office of the Strategic Executive Director: Budget and Treasury Office, Municipal Civic Centre Tower Block – Office B218 2<sup>nd</sup> Floor, 37 Murchison Street, Newcastle, 2940 during office hours between 08h00 to 15h00 upon a payment of a **non-refundable document fee of R 300.00. Alternatively, the document may be downloaded free of charge from the National Treasury website ([www.etenders.gov.za](http://www.etenders.gov.za)).**

**Banking Details** - The Newcastle Municipality, ABSA – Account No: 4110354947, Br Code 632005 (the proof of payment must reflect the bid number and bidder's name as reference).

**Procurement enquiries:** Ms Dalene Marais

**Telephone no.:** 034 328 7769

**Technical enquiries:** Ms Chantel Mazibuko/ Sibongile Nyandeni **Telephone no.:** 034 328 7764 / 7801

Bids will be adjudicated in terms of the Preferential Procurement Regulations, 2022 pertaining to Preferential Procurement Policy Framework Act, 5/2000 and other applicable legislations and will be based on 80/20 points scoring system. Preference points will be awarded to service providers based on Reconstruction and Development Programme - Government Gazette: 16085 (1994) initiatives. The bids will be valid for a period of one hundred and eighty (180) days from bid closing date. The Council reserves the right to accept all, some, or none of the bids submitted, either wholly or in part and it is not obliged to accept the lowest bid.

Completed bid documents complying with the conditions of bid must be sealed and endorsed "**Bid No.: A003 - 2023/24: PROVISION OF INSURANCE COVER FOR MUNICIPAL ASSETS FOR A PERIOD OF 36 MONTHS**" bearing the name and address of the bidder at the back of the envelope to be deposited in the official bid box provided in the foyer of Newcastle Municipality – Municipal Civic Offices (Rates Hall), 37 Murchison Street, 1st floor, Newcastle by no later than **12:00 on Wednesday, 4 December 2024** where bids will be opened in public. Late quotations or tenders received by way of facsimile or e-Mail will under no circumstances be considered.

### **Functional Evaluation**

Only bids that comply with all administrative requirements (Acceptable Bids) will be considered during the functionality evaluation phase and the allocation of points will be based on functional criteria as indicated in the Terms of Reference. Minimum functional requirement score: Potential service providers that submitted acceptable bids (compliance with administrative requirements) and that score at least **70%** on functionality will qualify for further evaluation in terms of Price and Preference Goals. The evaluation and adjudication of tender offers received will be conducted in compliance with MBD 6.1.

**Only prospective suppliers who are registered on the National Treasury Supplier database are legible to bid. To register on the CSD log onto [www.csd.gov.za](http://www.csd.gov.za)**

**Mr Z.W. Mcineka**  
**Municipal Manager**

**MBD 1: INVITATION TO BID**

**PART A**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NEWCASTLE MUNICIPALITY**

<b>Bid Number</b>	A003 - 2023/24	<b>Closing Date</b>	<b>04 December 2024</b>	<b>Closing Time</b>	<b>12h00</b>
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<b>Description</b>	<b>PROVISION OF INSURANCE COVER FOR MUNICIPAL ASSETS FOR A PERIOD OF 36 MONTHS</b>
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**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT

**FIRST (1<sup>st</sup>) FLOOR OF THE NEWCASTLE MUNICIPALITY  
MUNICIPAL CIVIC CENTRE OFFICES (RATES HALL)  
37 MURCHISON STREET  
NEWCASTLE  
2940**

**SUPPLIER INFORMATION**

Name of Bidder					
Postal Address					
Street Address					
Telephone Number	Code		Number		
Cellphone Number					
Facsimile Number	Code		Number		
E-Mail Address					
Vat Registration Number					
Tax Compliance Status	TCS PIN:		OR	CSD No:	

<b>Preferential points (80/20) or (90/10)</b>	Price = 80 / 90	Preferent points = 20 / 10	Total = 100
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	20	10	Tick for claim
<b>Specific Contract Participation Goals</b>			
Black people (With no franchise in national elections before the 1983 and 1993 Constitution / HDI)	8	4	
Women / female (HDI)	2	1	
People with disability (HDI)	2	1	
Youth (HDI)	4	2	
Locality (within Amajuba district)	4	2	
<b>TOTAL HDI SCORE</b>	<b>20</b>	<b>10</b>	

**POINTS WILL BE ALLOCATED AS PER INFORMATION ON THE ATTACHED CSD REPORT.**

<b>Total Number of Items Offered</b>		<b>Total Bid Price:</b>
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<b>Signature of Bidder</b>		<b>Date:</b>
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**Capacity under which this bid is signed:**

**ENQUIRIES MAY BE DIRECTED TO:**

<b>Bidding Procedure Enquiries</b>		<b>Technical enquiries</b>
Contact person	Ms Dalene Marais	Ms Chantel Mazibuko
Telephone number	034 328 7769	034 328 7801/ 7764
E-mail address	Dalene.marais@newcastle.gov.za	<a href="mailto:Chantel.Mazibuko@newcastle.gov.za">Chantel.Mazibuko@newcastle.gov.za</a>

**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- (The document should not be reformatted, edited in a soft copy format).**
- 1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 Bidders must ensure compliance with their tax obligations.
- 2.2 Bidders are required to submit their unique Personal Identification Number (Pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
- 2.3 Application for the Tax Compliance Status (TCS) certificate or Pin may also be made via e-filing. To use this provision, taxpayers will need to register with SARS as e-filers through the **website [www.sars.gov.za](http://www.sars.gov.za)**.
- 2.4 Foreign suppliers must complete the Pre-Award Questionnaire in part B:3.
- 2.5 Bidders may also submit a printed TCS certificate together with the bid.
- 2.6 In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS certificate / Pin / CSD number.
- 2.7 Where no TCS is available, but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 3.1. Is the entity a resident of the Republic of South Africa (RSA)?  Yes  No
- 3.2. Does the entity have a branch in the RSA?  Yes  No
- 3.3. Does the entity have a permanent establishment in the RSA?  Yes  No
- 3.4. Does the entity have any source of income in the RSA?  Yes  No
- 3.5. Is the entity liable in the RSA for any form of taxation?  Yes  No

**If the answer is "no" to all the above, then it is not a requirement to register for a Tax Compliance Status System Pin Code from the South African Revenue Service (SARS) and if not register as per 2.3 above.**

**NB: Failure to provide any of the above particulars may render the bid invalid.  
No bids will be considered from persons in the service of the state.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

### **3. GENERAL CONDITIONS OF BID**

#### **1. General conditions of Contract**

- 1.1. This Bid is subject to the General Conditions of Contract (GCC) 2010 and, if applicable, any other Special Conditions of Contract. Whenever there is a conflict between the GCC and SCC, the provisions in the SCC shall prevail.

#### **2. Pricing**

- 2.1. Rates and prices offered by the bidder must be written onto the pricing schedule or form of offer of this document by hand, completed in full and signed by the duly authorised signatory.
- 2.2. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**. Bid prices that do not include VAT shall not be considered.
- 2.3. Bid prices must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) which may be required for the execution of the bidder's obligations in terms of the Contract. Bid prices shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract, as well as overhead charges and profit (in the event that the bid is successful), unless otherwise specified.
- 2.4. All bid prices will be final and binding.
  - 2.4.1. A bid will not be invalidated if the amount in words and the amount in figures do not correspond,
  - 2.4.2. In case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount; therefore, where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall apply.

#### **3. Forward Exchange Rate Cover**

- 3.1. In the event of price(s) based on the exchange rate, the successful bidder(s) will be required to obtain exchange rate cover in order to protect the Municipality against exchange rate variations.
- 3.2. The bidder must provide proof of forward exchange rate cover within 14 days after an order was placed.
- 3.3. If proof that forward exchange rate cover was taken out within 14 days after the order was placed but is not submitted to the Municipality along with the invoice, the contract price adjustment will not be accepted, and the contract may be cancelled.

#### **4. Submission of Bids**

- 4.1. Sealed bids, with the "**Bid Number and Title**" clearly endorsed on the envelope and must be deposited in the bid box on or before the closing date and time of the bid.
- 4.2. The bid box is in Municipal Civic Offices, 37 Murchison Street, Rates Hall, 1<sup>st</sup> Floor, Newcastle.
- 4.3. All literature must be securely attached to the bid. The Council shall not be held liable for any loss or damages sustained due to the service provider's failure to comply with this condition.
- 4.4. If a courier service company is being used for delivery of the bid document, the bidder description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the bid box. The Newcastle Municipality will not be held responsible for any bid document which is not timeously delivered, mislaid, or incorrectly delivered due to the negligence of the courier company or any other party involved in the delivery of the bid document.

Please note:

- Bids that are deposited in the incorrect box will not be considered.
- Mailed, telegraphic or faxed tenders will not be accepted.
- Documents may only be completed in **black ink pen**.
- The use of correction fluid/tape on the bid documents is not allowed. If there is an error, draw a line through it, initial next to it and make the correction directly above /below/next to it.
- All bids must be submitted in writing on the official forms supplied (not to be re-typed).

## **5. Opening, Recording and Publications of Bids Received**

- 5.1. Bids will be opened on the closing date immediately after the closing time specified in the bid documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.
- 5.2. Details of bids received in time will be recorded in a register which is open to public inspection.
- 5.3. Any bid received after the appointed time for the closing of bids **will not be considered** but shall be filed unopened with the other bids received, which bid(s) can be returned to the bidder at his request and cost.

## **6. Validity Period**

Bids shall remain valid for **one hundred and eighty (180) days** after the tender closure date.

## **7. Incorrect Information**

Where a contract has been awarded on the strength of the information furnished by the bidder which after the conclusion of the relevant agreement, is proven to have been incorrect, the municipality may, in addition to any other legal remedy it has or may have, recover from the contractor all costs, losses or damages incurred or sustained by the municipality as a result of the award of the contract.

## **8. Withdrawal of Bid during and After the SCM Process:**

- 8.1. When a bidder withdraws his/her bid during the SCM bidding process, it must be in writing, prior to the award of the bid, of which Newcastle holds the right to accept or reject with or without a claim for any damages.
- 8.2. When a bidder withdraws or cancels the contract after award of the bid to the particular winner of the bid, the awarded bidder will be held responsible for any damages or administrative expenses incurred prior to the award of the bid.

## **9. Invoices**

All invoices must be forwarded to the following address:

Newcastle Municipality  
Private Bag x6621  
Newcastle, 2940

### **9.1. Legal requirements for invoices**

9.1.1. Please ensure that your tax invoices comply with the requirements as stipulated by SARS (VAT Act No 89 of 1991), i.e.:

#### **9.1.1.1. Ordinary invoice (not VAT Registered)**

- a) The word „**INVOICE**“ in a prominent place
- b) Official invoice number and date of transaction
- c) Trade name, legal name, registration number (if any) and address of supplier
- d) The Official order number of Newcastle Municipality is compulsory – non-compliance – no payment

- e) The Municipality's name and postal address (Private Bag X6621, Newcastle, 2940)
- f) Accurate description of goods and / or services supplied / provided.
- g) Unit of measurement of goods or services supplied
- h) Price

**9.1.1.2. VAT/Tax invoice (VAT registered)**

- a) Word „**TAX INVOICE**’ in a prominent place
- b) Trade, legal name, and registration number (if any) of supplier
- c) Address and VAT number of supplier
- d) The official invoice number and date of invoice
- e) The Official order number of Newcastle Municipality is compulsory – non-compliance – no payment
- f) The Municipality's name and postal address (Private Bag X6621, Newcastle, 2940) and VAT registration number (4000791824)
- g) Accurate description of goods and / or services supplied / provided.
- h) Unit of measurement of goods or services supplied
- i) Price and VAT amount

**10. Payment Terms**

- 10.1. It is the policy of the Newcastle Municipality to pay all creditors by means of electronic bank transfers.
- 10.2. Creditors will be paid within 30 days after receipt of an invoice and statement for the month in question, detailing all invoices during that month and reflecting the total amount due by the Municipality. In exceptional circumstances, the Municipality may, at its discretion, deviate from the above.

**11. Poor Performance**

Where the supplier fails to render the services within the stipulated period, or should services rendered be deemed not to the satisfaction of the Newcastle Municipality, the tenderer will receive written notice of poor performance. Failure to address performance issues could result in the entire contract being reviewed or cancelled.

**12. Central Supplier Database**

No awards will be made to a tenderer who is not registered on the Central Supplier Database.

**13. Disbursements, Travel and Subsistence**

- 13.1. No bidder will be refunded any cost or disbursements incurred in respect of the project, save where the prior written approval of Newcastle Municipality has been obtained in respect of such expenditure.
- 13.2. Any authorized disbursements will be refunded at the reasonable and actual cost determined by Newcastle Municipality. Any expenditure incurred by the successful bidder in respect of authorized travel for the project will be refunded in accordance with the Newcastle Municipality travel policy as applicable from time to time. The rates payable for the use of private vehicles will be the prevailing rates quoted by the Automobile Association of South Africa.
- 13.3. All claims in respect of authorized disbursements (travel and subsistence costs) must be substantiated by documentary evidence such as receipts and logs of kilometres travelled.
- 13.4. All expenses incurred by the bidder for the proposal and presentations are the responsibility of the bidder and will not be reimbursed by Newcastle Municipality.

#### **14. Joint Venture Agreement or Consortiums**

Bidders intending to tender in the form of joint venture or consortium must submit the following documentation together with the bid: -

- 1) A valid Tax Compliance Status Verification Pins issued by SARS of all parties of the Joint Venture or Consortium, and
- 2) all parties of the Joint Venture or Consortium must submit signed copies of: -
  - a) The Declaration of Interest Form,
  - b) The Declaration of Bidder's Past Supply Chain Management Practices Form,
  - c) The Certificate of Independent Bid Determination Form, and
- 3) An undertaking duly signed by all parties of the Joint Venture or Consortium indicating their intention to enter into an agreement for the purposes of this contract, and
- 4) A consolidated valid and original or certified copy of their B-BBEE Status Level Verification Certificate.

Further to the above, the name of the Joint Venture or Consortium must appear on the relevant pages of the document. Failure to comply with these requirements shall lead to disqualification.

#### **15. Samples for Quality Control**

- 15.1 If the samples are required in terms of the specification, such samples shall be supplied by the service provider at his/her own cost.
- 15.2 All samples approved will be retained by the Newcastle Municipality as standards for the duration of the contract.

#### **16. Tax Compliance Pin**

- 16.1 The bidder must submit a valid Tax Compliance Pin with the bid. Bidders should note that their tax compliance status shall be verified through the Central Supplier Database and SARS.
- 16.2 Where a Tax Compliance Pin is not submitted with the bid, the Department shall use the Central Supplier Database to verify the tax matters of the bidder.

#### 4. GENERAL CONDITIONS OF CONTRACT

##### 1. Definitions

1. 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 vendor, 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 Vendor 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 subsidized by its government and encouraged to market its products internationally.
  - 1.6 “**Country of origin**” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “**Day**” means calendar day.
  - 1.8 “**Delivery**” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “**Delivery ex stock**” means immediate delivery directly from stock actually on hand.
  - 1.10 “**Delivery into consignees store or to his site**” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the vendor bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
  - 1.11 “**Dumping**” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 “**Force majeure**” means an event beyond the control of the vendor and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
  - 1.13 “**Fraudulent practice**” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 “**GCC**” means the General Conditions of Contract.
- 1.15 “**Goods**” means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “**Imported content**” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the vendor or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 “**Local content**” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 “**Manufacture**” means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
- 1.19 “**Order**” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “**Project site**” where applicable, means the place indicated in bidding documents.
- 1.21 “**Purchaser**” means the Institution purchasing the goods/works and/or service.
- 1.22 “**Republic**” means the Republic of South Africa.
- 1.23 “**SCC**” means the Special Conditions of Contract.
- 1.24 “**Services**” means those functional services ancillaries 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 vendor covered under the contract.
- 1.25 “**Written**” or “**in writing**” means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but **excluding immovable property**, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, Special Conditions of Contract are also laid down to cover specific vendors, services or works.
- 2.3 Where such Special Conditions of Contract are in conflict with these general conditions, the special conditions shall apply.

### **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

### **4. Standards**

- 4.1 The goods/works and/or service supplied shall conform to the standards mentioned in the bidding documents and specifications.

### **5. Use of contract documents and information inspection**

- 5.1 The vendor 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 vendor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The vendor shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The vendor shall permit the purchaser to inspect the vendor's records relating to the performance of the vendor and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 5.5 The vendor shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

### **6. Patent Rights**

- 6.1 The vendor 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 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the vendor's failure to complete his obligations under the contract.
- 7.2 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

b) a cashier's or certified cheque.

7.3 The performance security will be discharged by the purchaser and returned to the vendor not later than thirty (30) days following the date of completion of the vendor'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 Institution or an organization acting on behalf of the Institution.

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 make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the 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 vendor.

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 vendor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the vendor's cost and risk. Should the vendor fail to provide the substitute supplies forthwith, the purchaser may, without giving the vendor further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the vendor.

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 vendor 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 vendor in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the vendor are specified in SCC.
- 10.2 Documents to be submitted by the vendor 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**

- 13.1 The vendor 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 vendor of any warranty obligations under this contract.
  - e) Training of the purchaser's personnel, at the vendor's plant and/or
  - f) On-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the vendor 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 vendor for similar services.

## **14. Spare parts**

- 14.1 Specified in SCC, the vendor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the vendor:

- a) such spare parts as the purchaser may elect to purchase from the vendor, provided that this election shall not relieve the vendor 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 vendor 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 vendor 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 vendor, 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 vendor in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the vendor 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 vendor, 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 vendor's risk and expense and without prejudice to any other rights which the purchaser may have against the vendor under the contract.

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the vendor under this contract shall be specified in SCC.
- 16.2 The vendor shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the vendor.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

- 17.1 Prices charged by the vendor for goods/works delivered and/or services performed under the contract shall not vary from the prices quoted by the vendor in this bid, with the exception of any price adjustments authorized in SCC or purchaser's request for bid validity extension, as the case may be.

## **18. Variation Orders**

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted if there is no escalation in price.

## **19. Assignment**

- 19.1 The vendor shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **20. Subcontractors**

- 20.1 The vendor shall notify the purchaser in writing of all subcontractors awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the vendor from any liability or obligation under the contract.

## **21. Delays in the vendor's performance**

- 21.1 Delivery of the goods/works and/or performance of services shall be made by the vendor 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 vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods/works and/or performance of services, the vendor 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 vendor's notice, the purchaser shall evaluate the situation and may at his discretion extend the vendor'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 essential services executed if an emergency arises, the vendor's point of supply is not situated at or near the place the supplies are required or the vendor's supplies or goods are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the vendor in the performance of its delivery obligations shall render the vendor 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 vendor'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 vendor.

## **22. Penalties**

22.1 Subject to GCC Clause 25, if the vendor 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/works and/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 vendor, may terminate this contract in whole or in part:

- a. if the vendor 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 vendor fails to perform any other obligation(s) under the contract; or
- c. if the vendor, in the judgement 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 and/or services similar to those undelivered, and the vendor shall be liable to the purchaser for any excess costs for such similar goods/works and/or services. However, the vendor 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 vendor by prohibiting such vendor 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 vendor or any person associated with the vendor, the vendor 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 vendor 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 vendor.

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:
- i. the name and address of the vendor and / or person restricted by the purchaser;
  - ii. the date of commencement of the restriction
  - iii. the period of restriction; and
  - iv. the reasons for the restriction.

These details will be loaded in the National Treasury's central database of vendors 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. Antidumping 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 vendor 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 as a result of an event of Force Majeure.
- 25.2 If a force major situation arises, the Vendor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor 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 on insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the vendor if the vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the vendor, 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 vendor 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 vendor 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 vendor any monies due the vendor.

## **28. Limitation of Liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the vendor 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 vendor to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the vendor 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 vendor 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 vendor 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 vendor 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 purchaser 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. Transfer of contracts**

33.1 The contractor shall not abandon, transfer, cede, assign, or sublet a contract or part thereof without the written permission of the purchaser.

### **34. Amendment of contracts**

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

### **35. Prohibition of restrictive practices**

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

35.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

35.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

**5. SPECIAL CONDITIONS OF CONTRACT**

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Newcastle Municipality on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
  
2. I/we agree that:
  - a) the offer herein shall remain binding upon me and open for acceptance by the Newcastle Municipality during the validity period indicated and calculated from the closing time of the bid;
  
  - b) this bid and its acceptance shall be subject to Supply Chain Management Regulations, the Municipal Finance Management Act, No. 56 of 2003, the Newcastle Municipality Supply Chain Management Policy and the General and Special Conditions of Contract, with which I/we am fully acquainted;
  
  - c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance or fail to fulfill the contract when called upon to do so, the Municipality may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between the Municipality and myself. I/we will then pay to the Municipality any additional expenses incurred by the Municipality having either to accept any less favorable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favorable bid. The Municipality shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfillment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Municipality may sustain by reason of my default;
  
  - d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
  
  - e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose domicile citadel et executant in the Republic at (full physical address):  
.....

I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of the bid: that the price(s), rate(s) and preference quoted cover all of the work / item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.

3. I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfillment of this contract.

4. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me as a result of such action.

5. Are you duly authorized to sign the bid? \*  YES  NO

6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

7. Has the Declaration of Interest been duly completed and included with the bid forms?

YES  NO

- Delete whichever is not applicable.

8. **CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT**

9.1 I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORIZED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORIZED AND ACKNOWLEDGE THAT:

9.2 The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Municipality, if requested to do so.

9.3 If the information supplied is found to be incorrect and/or false then the Municipality, in addition to any remedies it may have, may:-

- a) Recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract, and/or
- b) Cancel the contract and claim any damages which the Municipality may suffer by having to make less favorable arrangements after such cancellation.

**BIDDER`S NAME** : \_\_\_\_\_

**BIDDER'S REPRESENTATIVE** : \_\_\_\_\_

**SIGNATURE** : \_\_\_\_\_

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

**WITNESSES**

1. **Name** : \_\_\_\_\_ **Signature** : \_\_\_\_\_

**Date** : \_\_\_\_\_

2. **Name** : \_\_\_\_\_ **Signature** : \_\_\_\_\_

**Date** : \_\_\_\_\_

**NEWCASTLE MUNICIPALITY**

**CONTINUATION OF SPECIAL CONDITIONS OF CONTRACT**

**RULES IN RESPECT OF BID DOCUMENTS**

'Council' shall mean the Newcastle Municipality

'Committee' shall mean that Committee of the Council whose responsibility it is to consider tenders and advise Council on acceptance or otherwise.

'Municipal Manager' shall mean the Municipal Manager of the Local Council of Newcastle or such person appointed by Council to act in that capacity.

'Head of Department' shall mean the head of the Council department concerned with the particular tender or such person appointed by Council to act in that capacity.

**All bidders are hereby advised that in the event that the bid is accepted by the Council all conditions and stipulations set out this bid and in all forms, schedule and/or annexure hereto, will be the contract between the Bidder and the Municipality.**

1. Bidders must acquaint themselves fully on the Rules, General Conditions and Special Conditions of bid documents.
2. Failure on the part of the Bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications and proposals in all respects, may in the sole discretion of the Municipality invalidate the bid.
3. Failure to sign the **Form of Offer** and **MBD 1 Form** will invalidate the bid, provided that it is the only acceptable bid received, Council may recommend it be considered as an offer after signature by the bidder.

Bidders shall ensure that they have been provided with all the documents and drawings. Bidders must advise the Department concerned immediately if there is any duplication or obscure typing or if there is any doubt as to the meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be assumed correct and no liabilities whatsoever will be admitted in respect of errors in the bid due to the foregoing.

4. Bidders shall quote delivery periods for the products specified and shall supply all the information called for on the attached data schedules.

5. GUARANTEE

Where applicable, Bidders shall provide at the time of bidding, details of the guarantee given with the products offered together with the period for which the guarantee is effective from date of delivery.

6. **No bid will be accepted unless made out on the forms provided.**

7. Bids received after 12:00 on the closing date of this bid will not be accepted.

8. After the bids have been opened, a bid may not be withdrawn by the person or firm submitting it except with the concurrence of the Council.

9. Council reserves the right to accept all or a portion only of any tender.

10. Should there be any difference between the prices or particulars contained in the official Form of bid and those contained in the covering letter from the bidder the prices and particulars contained in the official form of bid, in all circumstances, prevail.

11. If any of the conditions on this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.

12. Bids must be submitted in sealed envelopes.

13. The bid number and title of the bid must appear on the front of the sealed envelope in which the bid is submitted.

14. The Municipality shall not be obliged to accept the lowest or any bid. It is important that only Bidders with the necessary experience, qualifications and technical ability to carry out the requirements of this bid submit bids in regard hereto. The Municipality will consider all prices and submissions made by the bidders. Should the Municipality require that a specific price and/or submission be reconsidered, it reserves the right to do so, subject to the Municipality requesting all Bidders to submit such a request or revision of the Bid Proposal.

15. The bidder undertakes that it will make itself and its members, officials and employees and agents aware of the appropriate legislation, regulations and by-laws of the Municipality that might have implications on the Bidder's activities in terms hereof.

16. Neither the Municipality nor any official of the Municipality will be held responsible for loss of a potential opportunity to bid due to the failure of the Bidder complying with any of the requirements of this bid.

17. The covering letter or other matter submitted with the official bid document may explain, amplify or illustrate, but not replace any part of the official bid document or the information furnished therein.

18. All data/information supplied by the Municipality will be received by the Bidder at his/her risk. It will be the responsibility of the Bidder to check and verify the accuracy of the data/information supplied by the Municipality. The Municipality will not be held responsible for any inaccurate or incomplete data/information.

19. **Two envelope system WILL NOT be applicable on this project.**

## 20. PAYMENT OF MUNICIPAL SERVICES

Proof must be produced, together with the bidding documents that the entity is not indebted to the Municipality or Municipal area in which they are staying, for a period of more than 90 days for services rendered / rate payable. Bidders residing on farms with no municipal services should submit a letter from their Induna / owner stating the above.

## 21. INVITATION TO BID

Bids shall be invited by the Municipal Manager in terms of the Supply Chain Management Policy of the Newcastle Municipality.

## 22. ACCEPTANCE OF BIDS

After the opening of bids, the official designated by the Municipal Manager shall forward such tender to the Head of Department for whom such tenders have been invited. The Head of Department concerned will then consider the tenders and submit them to the appropriate Committee with the written comments of the Chief Financial Officer and with details of any irregularity or defect in connection with the bid documents or matters relating to the calling of bids together with the recommendation for consideration by the Committee.

## 23. BID DOCUMENTS

- a. Where applicable all bid documents and drawings are to be returned at the time of bidding except that where an additional copy of the Schedule of Quantities is provided, a copy may be retained by the tender for his records.  
The original Schedule of Quantities must be forwarded to the Newcastle Municipality
- b. After awarding the bid, no documents will be returned to any unsuccessful bidder, but will be retained by the Municipal Manager.
- c. All bid documents must be completed in black ink and should any alteration, omission, erasure or addition be made, it will not be recognised unless authenticated with the initials of the bidder and those of the witnesses of his signature. Bidders may, however, qualify their bid by a letter accompanying the bid documents.
  - i. Any irregularity, incompleteness or obscurity in a bid renders it liable for rejection.
  - ii. Failure to sign the bid document will invalidate the bid , provided that if it is the only acceptable bid received, the Head of Department may recommend that it be considered as an offer after signature by the bidder.
  - iii. Bidders shall check that they have been provided with all the documents and drawings. Bidders must advise the Department concerned immediately if there is any duplication or obscure typing or if there is any doubt as to the meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be taken for granted that there are no doubts or errors, and no liabilities whatsoever will be admitted in respect of errors in the tender due to the foregoing.

## 24. DEPOSITS

- a. A sum as stated in the invitation to bid being a deposit for the supply of the bid documents. The bidder must obtain a receipt for the deposit amount from the office of the Chief Financial Officer prior to receiving the bid documents.
- b. A deposit in the sum stated in the bid documents is non-refundable.
- c. The Head of the Department concerned, in the event of receiving any deposits, shall forthwith hand to the Chief Financial Officer any deposits or security received.

#### 25. LATE BIDS

- a. Any bid received after the closing date and time advertised for the receipt of bids shall not be considered, provided that a late bid may be admitted by the Council when :
  - I. in the case of a bid submitted through the post, there is proof that the bid was posted in sufficient time to reach the Municipal Manager before the closing date and time advertised for the receipt of bid and the bidder has taken reasonable steps against ordinary delays and was in no way to blame for the late receipt of his bid;
  - II. in the case of a bid delivered by hand, there is proof that the bidder had taken reasonable steps against ordinary delays and was in no way to blame for the late delivery.
- b. The Council may accept a bid which is received late and has for that reason been disallowed in terms of the provisions of this rule, provided it was the only acceptable bid received.

#### 26. COMMUNICATION PROHIBITED

- a. Except where clarification of a bid is necessary or whenever it is necessary to approach a bidder for an extension of the binding period of a bid, no communication, without written authority of the Council, shall take place between the bidder and any member or officer of Council on a question affecting any matter which is the subject of a bid between the closing date and time of a bid and the acceptance by Council of the bid. When clarification is required or an extension of time, this may be requested by a Council Officer on the authority of his Head of Department.
- b. In no case shall bids be returned or referred to bidders for amendment or completion in any respect without the written authority of the Council.

#### 27. COUNCIL NOT OBLIGED TO ACCEPT ANY BID

Council does not bind itself to accept the lowest or any bid and where the bid documents allow for such cases, reserves the right to accept a portion only of any bid.  
Council will not compensate the bidder in the preparation and submission of his bid. Council reserves the right to purchase goods outside this contract if and when the need arise

#### 28. DEVIATION FROM CONTRACT

Council reserves the right to deviate or procure goods or services outside of this contract when the need arises.

## 29. ALTERNATIVES

The bidder may submit alternatives which, in his/her opinion, are to the Council's advantage economically and technically.

## 30. CONTRACT DURATION

**The contract will be 36 months from the date of appointment.**

## 31. POST AWARD PRODUCT COMPLIANCE PROCEDURES

The following post award product compliance procedure will apply:

- i. In the case the equipment has been discontinued / replaced with a new model, the service provider(s) will be required to submit letters from the Manufacturer / Supplier stating the changes and the approval be obtained from the Accounting Officer prior to the executions of such changes.
- ii. Furthermore, service provider(s) are expected to disclose information on the following:
  - Financial Implications & Price Variances
  - Any potential risk
- iii. The new model should at least meet the minimum specification of the original model.
- iv. The delivery and installation of new equipment cannot be effected without the approval from the head of the department (Strategic Executive Director).

## 32. DEMONSTRATIONS AND INSPECTIONS

- i. All bidders must be prepared to demonstrate, where required, free of charge and obligation, at the Newcastle Municipality or any other area within the boundary of the Newcastle Municipality, any services offered in this bid.
- ii. Where officials are required to attend demonstrations or inspections outside the boundary of the Newcastle Area, all costs to attend such demonstration shall be borne by the bidder.

## 33. PRICE ADJUSTMENT

In the event of a total price increase exceeding the going inflation rate during the bid period, Council reserves the right to withdraw from the bid and call for fresh bids.  
(Please see MBD 3.2 for price adjustment formula).

Prices for labour and materials submitted in the bid for the purpose of allowing for statutory increase must be ruling prices as at the date of bidding.

Should the Bidder wish to place the risk of rise or fall in certain items or factors of costs to the account of the Municipality, the Bidder shall state specifically under separate cover in respect of which items or factors he wishes to avoid the risk of rise or fall on what rate he has calculated the item or factor in his price offered.

It should be emphasized that price adjustments based on the Rate of Exchange (ROE) will be allowed only on the imported content of the commodity and it should only meet the provider's additional costs on the imported content. Price adjustments due to the fluctuation in the Rate of Exchange should indicate the dates and period of affect issued by the Reserve Bank of S.A. at 12:00 of the specified date.

Unless any item or factor is reserved in terms of this clause, the bid shall be considered to be a firm delivery price. (See MBD 3.2)

34. Where applicable, all redundant or unusable products, materials or equipment which are removed from site remains the property of the Municipality and shall be returned to the Municipality. The Service provider shall obtain a written acceptance of the goods unless the bid states otherwise.

**NB: THE FOLLOWING CLAUSES HAVE BEEN REPEATED AS THESE WILL LEAD TO THE REJECTION OF THE BID**

- All bid documents must be completed in black ink pen and should any alteration, omission, erasure or addition be made, it will not be recognised, unless authenticated with the initials of the bidder and those of the witnesses of his signature.
- Failure to sign the bid document will invalidate (Invitation to Bid) the bid, provided that it is the only acceptable bid received, Council may recommend that it be considered as an offer after signature by the bidder.
- NO correction fluid/tape may be used.
- Bidders shall ensure that they have been provided with all the documents and drawings. Bidders must advise the Department concerned immediately if there is any duplication or obscure typing or if there is any doubt as to the meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be assumed correct and no liabilities whatsoever will be admitted in respect of errors in the bid due to the foregoing.
- Bids received after the official closing date and time of this bid, will not be accepted.
- Proof must be produced, together with the bidding document that the entity is not indebted to the Municipality or municipal area in which they are staying, for a period of more than 90 days for services rendered / rates payable. Bidders residing on farms with no municipal services should submit a letter from their Induna/owner stating the above.
- **TAX COMPLIANCE STATUS**  
A valid Tax Compliance Status Pin or CSD Master Registration Number should be supplied on MBD 1 for verification.

NAME OF BIDDER .....

ADDRESS .....

TELEPHONE NUMBER .....

NAME OF THE OFFICIAL ..... POSITION.....

SIGNATURE ..... DATE.....

**WITNESSES**

NAME ..... NAME .....

SIGNATURE ..... SIGNATURE .....

ID NUMBER ..... ID NUMBER .....

**6. AUTHORITY OF SIGNATORY**

Indicate the status of the Bidder by ticking the appropriate box hereunder. The Bidder must complete the certificate set out below for the relevant category.

A COMPANY	B PARTNERSHIP	C JOINT VENTURE	D SOLE PROPRIETOR	E CLOSE CORPORATION

**A. Certificate for Company**

I, ....., chairperson of the board of ....., hereby confirm that by resolution of the board (copy attached) taken on ..... 20..... , Mr/Ms.....acting in the capacity of ....., was authorised to sign all documents in connection with this bid for **Bid no.: A003 - 2023/24** and any contract resulting from it on behalf of the company.

As witnesses:

1. .... Chairman: .....
2. .... Date: .....

**B. Certificate for Partnership**

We, the undersigned, being the key partners in the business trading as ....., hereby authorise Mr/Ms ....., acting in the capacity of ....., to sign all documents in connection with this bid for **Bid no.: A003 - 2023/24** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

**Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.**

**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms ..... , authorised signatory of the company ..... , acting in the capacity of lead partner, to sign all documents in connection with this bid for **Bid no.: A003 - 2023/24** and any contract resulting from it on our behalf. This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

Name of Firm	Address	Authorising Name and Capacity	Authorising Signature
Lead Partner:			

**NOTE: A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid. A board resolution, authorising each signatory who signed above to do so, is to be submitted with the bid.**

**D. Certificate for Sole Proprietor**

I, ..... , hereby confirm that I am the sole owner of the business trading as .....

**As witnesses:**

- 1. .... Sole Owner: .....
- 2. .... Date: .....

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as ..... , hereby authorise Mr/Ms ..... acting in the capacity of ..... , to sign all to sign all documents in connection with this bid for **Bid no.: A003 - 2023/24** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

**Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.**

**7. RECORD OF ADDENDA**

We confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.

	Date	Title or Details
1.		
2.		
3.		
4.		

Attach additional pages if more space is required.

***Failure to acknowledge any addendum released by Newcastle Municipality may result in your tender submission being declared non-responsive.***

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

**8. BANKING DETAILS**

It is the policy of the Newcastle Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.

<b>ACCOUNT HOLDER</b>	
<b>NAME OF BANK</b>	
<b>ACCOUNT NUMBER</b>	
<b>ACCOUNT TYPE</b>	
<b>BRANCH NAME</b>	
<b>BRANCH CODE</b>	
<b>BRANCH CONTACT PERSON</b>	
<b>PHONE NUMBER</b>	
<b>FAX NUMBER</b>	

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

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

**Alternatively, the tenderer may submit a letter/declaration from his bank worded as above, providing the required details and signed by an appropriate Bank Official (attached behind this page).**

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

**9. DECLARATION FOR MUNICIPAL ACCOUNTS**

**MUST BE COMPLETED FOR THIS BID**

**Declaration in terms of paragraph 38(1)(d)(i) of the Supply Chain Management Regulation, irrespective of the contract value of the bid:**

**NB: Please note that this declaration must be completed by ALL bidders**

- i. I, the undersigned hereby declare that the signatory to this tender document; is duly authorised and further declare:
  
- ii. I acknowledges that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to Newcastle Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.
  
- iii. I acknowledge that should it be found that any municipal rates and taxes or municipal charges as set out in (ii) above are in arrears for more than three (3) months, the bid will be rejected and the Newcastle Municipality may take such remedial action as is required, including the rejection of the bid and/or termination of the contract; and
  
- iv. The following account/s of the bidding entity has reference:

<b>Physical Business Address(es) of the Tenderer</b>	<b>Municipality</b>	<b>Municipal Account Number</b>

**NB:** If insufficient space above, please submit on a separate page

**PLEASE NOTE** further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block,

Reason	Tick	Portfolio of evidence
Bidding entities who rent premises from a landlord		Signed copy of the lease agreement together with account statement or a letter from the landlord stating that no levies are in arrears.
Bidding entities who operate from a property owned by a director / member / partner		Municipal account statement/s of a director / member / partner.
Bidding entities who operate from farms / informal settlements		An original letter from their Induna/owner confirming the location of business operations. OR An original signed ward councillor letter confirming the location of business operations. The letter should not be older than 3 months from the closing date of the bid.
Bidding entities who operate from somebody else's property		Original Sworn Affidavit (by the property owner / municipal account holder) stating the relationship and whether the business owner is responsible for paying levies. If yes, stating whether any levies are in arrears.

**Attach latest municipal account statement behind this page. The portfolio of evidence must not be older than three months from the close of this tender.**

SIGNED AT.....THIS.....DAY OF..... 20.....

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature: .....

As witness:                    1. ....  
    2. ....

**10. CENTRAL SUPPLIER DATABASE REGISTRATION**

**No awards will be made to a tenderer who is not registered on the Central Supplier Database (CSD).**

The establishment of a Central Supplier Database (CSD) will result in one single database to serve as the source of all supplier information for all spheres of government. The purpose of centralising government's supplier database is to reduce duplication of effort and cost for both supplier and government while enabling electronic procurement processes.

Registration on the Central Supplier Database must be done online via the website:

<https://secure.csd.gov.za/>

If the business enterprise is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Municipality may, without prejudice to any legal rights or remedies it may have:

- Cancel a bid or a contract awarded to such bidder/supplier; and the bidder would become liable for any damages if a less favorable is accepted or less favorable arrangements are made.
- The same principles as above stated, should the successful bidder fails to request updating of its information on the Central Supplier Database; relating to changed particulars or circumstances.

**IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THEN THE SUPPLIER MAY BE DISQUALIFIED AT THE BID EVALUATION PROCESS**

**PROOF OF FULL REGISTRATION (ACTIVE VENDOR) WITH CSD SHOULD BE ATTACHED AT THE BACK OF THE BID.**

<b><u>Name of Bidder</u></b>			
<b><u>Signature</u></b>		<b><u>Name (print)</u></b>	
<b><u>Capacity</u></b>		<b><u>Date</u></b>	

**11. MBD 3.3 PRICING SCHEDULE**

**(Professional Services)**

Name of Bidder:.....	Bid Number: .....
Closing Time: .....	Closing Date .....

OFFER TO BE VALID FOR **180 DAYS** FROM THE CLOSING DATE OF BID.

ITEM NO INCLUDED	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	.....		R.....
-----	.....		R.....
-----	.....		R.....
-----	.....		R.....

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

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked or correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	.....		R.....
-----	.....		R.....
-----	.....		R.....
-----	.....		R.....

TOTAL: R.....

- 6. Period required for commencement with project after acceptance of bid .....
- 7. Estimated man-days for completion of project .....
- 8. Are the rates quoted firm for the full period of contract? .....\*YES/ NO.
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.....  
 .....  
 .....  
 .....

\*Delete if not applicable

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

**12. MBD 4: DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

<b>3.1</b>	<b>Full Name of bidder/ Representative</b>	
<b>3.2</b>	<b>Identity Number</b>	
<b>3.3</b>	<b>Position occupied in the Company (director, trustee, shareholder<sup>2</sup>)</b>	
<b>3.4</b>	<b>Company Registration Number</b>	
<b>3.5</b>	<b>Tax Reference Number</b>	
<b>3.6</b>	<b>Vat Registration Number</b>	

3.7. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

<b>3.8</b>	<b>Are you presently in the service of the state*?</b>	<b>Yes</b>	<b>No</b>
<b>3.8.1</b>	<b>If yes, furnish particulars.</b>		
<b>3.9</b>	<b>Have you been in the service of the state for the past twelve months</b>	<b>Yes</b>	<b>No</b>
<b>3.9.1</b>	<b>If yes, furnish particulars.</b>		

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

3.10	Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	Yes	No
3.10.1	If yes, furnish particulars.		
3.11	Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	Yes	No
3.11.1	If yes, furnish particulars.		
3.12	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	Yes	No
3.12.1	If yes, furnish particulars.		
3.13	Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?	Yes	No
3.13.1	If yes, furnish particulars.		
3.14	Do you or any of the directors, trustees, managers, principal 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.		

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

Full Names	Identity Number	State Employee Number

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

**13. MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUAL (HDI`S), AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

**GENERAL CONDITIONS**

1. The following preference point systems are applicable to all bids:

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

The value of this bid is estimated to either exceed or not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 preference point system shall be applicable or

2. Points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific contract participation goals, as specified in the attached forms.

4. The maximum points for this bid are allocated as follows:

		<b>POINTS</b>	
<b>1. Price</b>		80	90
<b>2. Specific Contract Participation Goals</b>		<b>20</b>	<b>10</b>
<b>2.1 Historically Disadvantaged Individuals</b>		<b>16</b>	<b>8</b>
2.1.1 Who had no franchise in national elections before the 1983 and 1993 Constitution (black people)	8 / 4		
2.1.2 Who is female	4 / 1		
2.1.3 Who has a disability and / or Youth	2 / 1		
2.1.4 Who is Youth	2 / 1		
<b>2.2 Other Specific goals (Local Economic Development goals of the RDP)</b>		<b>4</b>	<b>2</b>
2.2.1 Business operations within Amajuba District – rural development initiatives	4 / 2		
<b>Total points for Price and HDI principles must not exceed</b>		<b>100</b>	

To claim specific goals listed under 2.2 above the Municipal water and light account in the name of the company or individual in case of Sole proprietor must be submitted.

1.5 Failure on the part of a bidder to submit proof of claim together with the bid, will be interpreted to mean that preference points for advancement of past imbalances are not claimed.

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

## 2. DEFINITIONS

- (a) **“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:

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

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

#### POINTS AWARDED FOR PRICE

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

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

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 allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>Category 1: Ownership -Historically Disadvantage Individuals by unfair discrimination (No franchise in elections before 1983 &amp; 1993 Constitution</b>		16		
➤ Race		8		
➤ Female		4		
➤ Disability		2		
➤ Youth		2		
<b>Category 2: Reconciliation and Development Programme (Government Gazette no.: 16085 dated 23 November 1994)</b>		4		
➤ Promotion of Local Enterprises (within Amajuba District: municipal & rural areas)		4		
<b>TOTAL</b>		20		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Y Partnership/Joint Venture / Consortium
  - Y One-person business/sole propriety
  - Y Close corporation
  - Y Public Company
  - Y Personal Liability Company
  - Y (Pty) Limited
  - Y Non-Profit Company
  - Y State Owned Company
- [TICK APPLICABLE BOX]

- 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:** .....  
.....  
.....  
.....

**14. MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are to combat the abuse of the supply chain management system.
3. **The bid of any bidder may be rejected if the bidder, or any of its directors have:**
  - a) Abused the Municipality's Supply Chain Management System or committed any improper conduct in relation to such system:
  - b) Been convicted for fraud or corruption during the past five years:
  - c) Wilfully neglected, reneged or failed to comply with any government, municipal or public sector contract during the past five years; or
  - d) Been listed in the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004).
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

ITEM	QUESTION	YES	NO
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?</p> <p><b>(Companies or persons who are listed on this database were informed in writing of this restriction by the Accounting Officer/ Authority of the institution that imposed the restriction after the audit alteram partem rule was applied).</b></p> <p><b>The database of Restricted Suppliers now resides on the National Treasury`s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004)?</p> <p><b>(The Register for Bid Defaulters can be accessed on the National Treasury`s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

ITEM	QUESTION	YES	NO
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality/ municipal entity, or any other municipality/municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality/ municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME) \_\_\_\_\_

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

## **15. MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - a. has been requested to submit a bid in response to this bid invitation;
  - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) geographical area where product or service will be rendered (market allocation)
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a bid;
  - e) the submission of a bid which does not meet the specifications and conditions of the bid;or
  - f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

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



## **SPECIFICATIONS**

### **PROVISION OF INSURANCE COVER FOR MUNICIPAL ASSETS FOR A PERIOD OF 36 MONTH**

## **16. TERMS OF REFERENCE FOR RENEWAL OF SHORT-TERM INSURANCE PORTFOLIO: NEWCASTLE MUNICIPALITY**

### **1. INTRODUCTION**

The Municipality hereby invites tenders from reputable Short-term Insurance Intermediaries, who are members of the Financial Services Board (FSB) and who comply with the Financial Advisory and Intermediary Services (F.A.I.S.) Act, or any other reputable association recognized by FSB to be considered for the Provision of the Short-term Insurance Portfolio of the Municipality for a contract period of three years.

### **2. BACKGROUND**

- 2.1 Section 78(1) (e) of the Municipal Finance Management Act, No. 56 of 2003, states that "Each senior manager of a municipality and each official of a municipality exercising financial management responsibilities must take all reasonable steps within their respective areas of responsibility to ensure that the assets and liabilities of the municipality are managed effectively and that assets are safeguarded and maintained to the extent necessary."
- 2.2 In order to comply with the above Act and to ensure that the Municipality's assets are adequately insured, and any risk exposure is minimized, the Municipality needs to appoint a Service Provider to perform the following functions:
  - 2.2.1. Negotiate and place the municipality's insurance portfolio with insurance underwriters and present the underwriting terms to the Municipality for acceptance each year.
  - 2.2.2. Administer the Municipality's short-term insurance portfolio; and
  - 2.2.3. Assess the municipality's insurance cover and provide advice on adequate cover to be taken out.
  - 2.2.4. Assist the municipality to engage with the previous insurer / broker for claims relating to their period of contract.
- 2.3 The current contract for a Short-term Insurance Intermediary will expire on 31 December 2024. The insurance portfolio will then be placed with the successful Bidder as from 01 January 2025.

### **3. PURPOSE**

The purpose is to appoint an Intermediary with experience in the municipal short term insurance field to provide Short Term Insurance and Risk Services to council for the period of 36 months.

Council must minimize its risks by ensuring the allocation of risk to the party best suited to manage risk, and all its assets that are insured under the following asset classes:

- Buildings combined
- Office contents
- Business all risks
- Theft
- Electronic equipment
- Motor Fleet
- Public and employee's liability
- Business Interruption
- Glass
- Accidental Damage
- Group Personal Accident
- Machinery Breakdown
- Directors and Officers Liability
- SASRIA for Councillors
- SASRIA

#### 4. DEFINITIONS

Unless indicated by the context or explicitly stated otherwise, the following expressions will have the following meanings:

- ◆ **Bid**  
A proposal for the arrangement of comprehensive short-term insurance for the Municipality at an agreed premium.
- ◆ **Bidder**  
Any person or persons or anybody, incorporated or otherwise, making an offer to arrange short-term insurance for the Municipality.
- ◆ **Contract Period**  
This contract will be valid for a period of thirty-six (36) months from the date of appointment. An extended term may be negotiated.

#### 5. The scope of work will be as follows:

##### 5.1 Terms of appointment

**The appointment of an Intermediary shall be for a 3-year period. It will be expected from the Intermediary to enter into a performance agreement for the period of appointment.**

##### 5.2 Contract Objectives, Assumptions and Risks

- 5.2.1 Tenders may only be submitted on the official tender format
- 5.2.2 Tenderers may approach all service providers complying with the relevant statutory solvency and other requirements
- 5.2.3 Tenderers proposals should be accompanied by a detailed summary of their recommended insurance and risk mitigation structure(s)
- 5.2.4 Support for the tenderers proposals should be evidenced by a signed participation confirmation from the Service Provider(s)/Insurers/Reinsurers who will support their recommended structure, and the terms, conditions and exceptions proposed by tenderer.
- 5.2.5 The tenderer must disclose the Service Provider(s)/Insurer or consortium of service providers on each policy wording as indicated in tender documents.
- 5.2.6 Failure to comply with the above requirements may render the Tender invalid at the option of the council.
- 5.2.7 This contract will be valid for the period of three years from the date of appointment

The Intermediary shall:

- 5.3 Serve as a link between the municipality and the underwriter.
- 5.4 Ensure all municipal assets and liabilities are adequately insured at a comprehensive cover;
- 5.5 Provide technical advice and support on legal matters brought by the 3<sup>rd</sup> parties against the municipality
- 5.6 Provide technical advice and take responsibility on claims that occurred before the period of this contract (previous Insurer);
- 5.7 Handle the insurance claim process.
- 5.8 Report on urgent claims to be provided at the request of the municipality.
- 5.9 Providing monthly reports on the status of Insurance claims. Reports on urgent claims to be provided

at the request of the municipality.

- 5.10 Perform presentations to council and management on matters of insurance as where required.
- 5.11 Ensure adherence and synergy with the municipal policies and legislation.

## **6. MANDATE**

- 6.1 All fees are to be rounded off to the next full rand. All fees quoted are to INCLUDE VAT for the first year. The outer years fee will be based on the policy review by the Municipality in consultation with the Insurer. Only the total bid amount must be shown in the summary page of insurance cost.
- 6.2 The bidder's proposals should be accompanied by a detailed fee calculation or demonstrate how the fee was calculated. A copy of the underwriter's quotation must be attached.
- 6.3 The bidder must clearly disclose the insurer(s) that will underwrite the portfolio.
- 6.4 The bidder must indicate experience with local authorities' insurance at present being handled by him and should also provide of references of contact persons where they have provided similar service.
- 6.5 The bidder shall be required to review the insurance contract for risks and completeness. A report must be submitted to the municipality after concluding the assessment.
- 6.6 The bidder must indicate:
  - a) How many years of experience the bidder has in the insurance industry.
  - b) How much experiences do account managers who will handle Newcastle Municipality insurance portfolios have.
  - c) Youth and previously disadvantaged involvement on the portfolio.
- 6.7 Provide full details of your professional indemnity (as prescribed by FSB), errors & omission, fidelity guarantee

## **7. Ceding of Contract**

The bidder undertakes not to sub-contract or cede this contract, including any portion thereof or interest therein, unless written permission is granted by the Municipality and on such conditions as the Municipality may approve.

## **8. Special Conditions**

- 8.1 If
  - (a) the bidder should fail to arrange the short-term insurance with the insurer/consortium stated in the contract; or
  - (b) the Municipality should suffer damage as a result of the bidder's failure to perform their responsibilities, it is agreed that the bidder will pay to the council the following amounts, in each case to be determined by the Municipal Manager, as liquidated damages and not as a penalty:
    - i) in the event of (a) an amount equal to any additional costs over and above the bid price incurred by the Municipality to arrange the short-term insurance in terms of the contract in a manner deemed fit by the Municipality, together with all costs and expenses involved; or
    - ii) in the event of (b), an amount not exceeding the actual damage sustained by the Municipality.
- 8.2 The Municipal Manager will also determine the manner in which and the time when such payment of additional costs or damages are to be paid to the Municipality and the decision of the Municipal

Manager will be binding in each case.

8.3 The Municipality will have the right, without prejudice to the rights of the Municipality, to summarily sue the bidder for any damage suffered by the Municipality as a result of breach of contract by the bidder or failure as stated and to terminate the contract without any compensation to the bidder in the following instances:

8.3.1 In the event of any breach of or failure by the bidder to comply with any of the provisions of this contract.

8.3.2 In the event of an order, provisional or final, for the sequestration of the estate of the bidder or, if an application is made for such order or, if the bidder should make an application for the surrender of his estate or, if he should enter into, make or execute, a deed of settlement for, or compound or otherwise agree to such surrender of his estate for the benefit of his creditors or proposes to do so or, where the bidder is a company, make a decision or, where the court issues an order for the liquidation of such company; and

8.3.3 In the event of the bidder or any person employed by the bidder paying or offering to pay any amount of money by way of a commission or fee to any councillor or person in the employ of the Municipality or giving or attempting to give to any such councillor or person any gift or compensation.

8.4 A performance agreement will be negotiated with the successful bidder.

Failure to comply with the above requirements may render the Tender invalid at the option of the Council.

#### **ADDITIONAL CONDITIONS**

9. Qualified bids may be disregarded in the discretion of the Municipality.

10. Policy conditions, limitations and exceptions are in accordance with the requirements of the Municipality's Supply Chain Management Policy.

11. Deductions are to be shown clearly in respect of each asset or liability type, otherwise the Municipality will assume that no deductible will apply, and this may not be rectified afterwards.

## 17. EVALUATION PROCESS (CRITERIA)

**The bid shall be evaluated in stages as follows: -**

- Stage 1: Administrative compliance
- Stage 2: Mandatory requirements
- Stage 3: Technical evaluation/ eligibility criteria
- Stage 4: Preferential pricing schedule
- Stage 5: Objectivity criteria

### **Stage 1: Administrative compliance**

The Municipality has prescribed minimum administrative requirements that must be met by the bidders, to determine if the bid qualifies to be recognized as an acceptable bid, for further evaluation. In this regard administrative compliance will be carried out to determine whether the bidder's bid comply with the set minimum requirements on administration.

- Water and lights account in the name of tendering entity
- Tax Status, CSD registration
- Verification if not listed under tender defaulters.
- Signing of MBD 1
- Declaration of interest – MBD 4
- All forms must be completed in full.

### **Stage 2: Mandatory requirements**

In order to ensure that the municipality's assets are adequately insured and any risk exposure is minimized, including keeping abreast with the latest insurance developments, it is imperative that the relevant industry related administrative assistance is provided in order to support the existing capacity that the Municipality has.

The Service Provider must meet the following minimum requirements. Bidders who fail to meet any of these minimum requirements will immediately be disqualified:

Minimum Requirements:		Please indicate with an "X" whether the offer complies with the requirements.			Reference (supporting documents attached)
		Yes	No	Comment	
1	The tenderer must be a member of the Financial Services Board (FSB). Copy of such membership certificate must be submitted with the tender.				
2	The tenderer (Broker) must provide details of their Financial Advisory and Intermediary Services (F.A.I.S.) Act compliancy, i.e. a copy of the F.A.I.S. Certificate. Copy of such certificate must be submitted with the tender.				
3	The tenderer must provide proof that the Risk Underwriter is a member of the Financial Services Board (FSB) and Financial Advisory and Intermediary Services (F.A.I.S.) Act compliant i.e. a copy of the F.A.I.S. Certificate.				
4	The tenderer must have a minimum limit of R5,000,000 (five million rand) Professional Indemnity Insurance. Copy of the insurance policy schedule reflecting the limit,				

	excess, Insurers and renewal date must be submitted with the tender document.				
4	The tenderer must have a minimum limit of R5, 000,000 (5 million rand) Fidelity Guarantee insurance. Copy of the insurance policy schedule reflecting the limit, excess, insurers and renewal date must be submitted with the tender document.				

**Stage 3: Technical evaluation / Eligibility criteria**

The approach to be adopted for the technical evaluation is that criteria have been developed that indicate the elements that are mandatory and non-negotiable. Only insurers that have achieved 70% will be further evaluated for the next stage.

1. Tenderers who meet the minimum requirements under Specifications – Stage 2 above, will firstly be evaluated in terms of technical evaluation criteria.
2. Tenderers must ensure that all relevant information as required per the pre-qualification criteria as set out above, has been submitted with the tender submission to ensure optimal scoring.
4. Tenders that have achieved the minimum qualifying score shall be evaluated further in terms of the preference point system;

	Criteria	Maximum points attainable	Points awarded
<b>1</b>	<b>Experience of the tenderer (enterprise) in years of operation with government sector (Municipal) as Short-Term Insurance Portfolio Manager / Broker. Experience of the tenderer (enterprise) operation with government sector as Short – Term Insurance Portfolio Manager/ Broker</b>		
	Experience in local government/ provincial and national government <ul style="list-style-type: none"> <li>• <b>10 Points</b> per project if tenderer have worked for Local Government to a maximum of 4 projects</li> <li>• <b>08 Points</b> per project if tenderer have worked for Provincial and/ or National Government to a maximum of 5 projects</li> </ul> Proof of work done with Government sector must be submitted. <b>Appointment letter and reference letter</b>	<b>40</b>	
<b>2</b>	<b>Bank ratings / financial capability</b>		
	Code A: 30 points Code B: 25 points Code C: 20 points Code D: 15 points Code E: 10 points Code F and below: 5 points  Reference letter from the bank must be attached	<b>30</b>	
<b>3</b>	<b>Experience and skills of the key personnel</b>	<b>10</b>	
	<b>Project leader</b> <ul style="list-style-type: none"> <li>• Skills: Relevant qualification in Insurance Management/Banking/ Investment in NQF Level 7 (5 points)</li> <li>• Detailed CVs of the project leader must be attached experience in Claims (1 point for every 2 years' experience up to the maximum of 5 points)</li> </ul> <b>Claims Manager</b> <ul style="list-style-type: none"> <li>• Skills: Relevant qualification in Insurance Management in NQF 4 (5 points).</li> <li>• Detailed CV of the Claims Manager must be attached (1 point for every 2 years' experience up to the maximum of 5 points).</li> </ul>		
<b>Total</b>			<b>80</b>

**Stage 4: Preferential pricing schedule**

Price is not a consideration for the purpose of being accredited to serve on the panel. However, the price will be considered in the evaluation of bids for specific event. The Quotation stage will be subject to an 80/20 Preference Point System; normally where 80 is for the price and 20 for HDI of Contribution and these quotations will only be sourced from the panel of existing service providers. (Please refer to MBD 6.1)

**Stage 5: Objective criteria**

In terms of Preferential Procurement Regulation 11 and section 2(1) (f) of the Preferential Procurement Policy Framework Act, the following are the objective criteria:

- The risk of fruitless and wasteful expenditure to Newcastle Local Municipality;
- The risk of Irregular expenditure to Newcastle Local Municipality;
- The risk of poor project and contract management on existing project with Newcastle Local Municipality;
- The risk of an abnormally low bid; and
- The risk of a material irregularity.

The Municipality reserves a right to apply objective evaluation criteria should the recommended bidder pose any of the above-mentioned risks after assessment, Newcastle Local Municipality after ascertaining sufficient information will not make an award to the bidder exposing the Municipality to one or more of the above-mentioned risks.

**18. PRICING SCHEDULE**

I / We \_\_\_\_\_

(full name of Bidder) the undersigned in my capacity as \_\_\_\_\_ of the firm

\_\_\_\_\_ hereby offer to Newcastle Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Newcastle Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

	INDICATE WITH AN „X“									
	YES					NO				
<b>Are you/is the firm a registered VAT Vendor</b>										
<b>If “YES”, please provide VAT number</b>										

- 1.1. Tender prices must be in ZAR Currency (Rand);
- 1.2. Tender rates must be submitted inclusive of VAT;
- 1.3. The tenderer must provide maximum amounts payable per line item, in respect of Excess Payments for each asset, as per applicable column in the detailed pricing schedules. In these instances where maximum amounts will not be tendered on any specific asset, this should be stated clearly as such next to the particular line item, and the applicable rate must then be stated for these exceptions;
- 1.4. Premiums and brokerage fees stated must be inclusive of VAT and must remain firm for a period of 12 months thereafter the annual escalation in the Rand value for year 2 and 3 must not exceed the reasonably anticipated industry-related CPI as at 30 April of each year. The bidder then be given all required information to approach the insurance market to determine the premium.
- 1.5. The annual renewal premium for the outer two years will be based on the escalated premiums and brokerages quoted as per paragraph 1.8, subject to any additions and / or reductions required as per the updated information supplied by the Municipality.
- 1.6. The tenderer may submit tenders with Fixed Premiums for the full duration of approximately 3 (three) years of the tender as per detailed schedules that are provided as part of the tender documents.
- 1.7. Following, please find a summary schedule to be completed in respect of the quoted premium(s) as contained in the detailed schedules attached hereto, to be used as a basis for the duration of the proposed contract period:

BID NO.: A003 - 2023/24 PROVISION OF INSURANCE COVER MUNICIPAL ASSETS FOR NEWCASTLE MUNICIPALITY

SECTION	SUM INSURED	PREMIUM FEE PER YEAR (Vat Incl.)	EXCESS AMOUNT (Vat Incl.)	BROKERAGE FEE PER YEAR (Vat Incl.)
		2024/2025	2025/2026	2027/2028
<b>Combined</b>				
- Buildings Structures, Fixtures, cables and Machinery (Incl Civic Centre & Airport)	R 1 643 751 759			
- Public Parks and Playground structures, equipment and content	R 32 174 842			
- Heritage Assets	R 10 456 736			
- Sports structures, buildings, equipment and content	R 110 409 065			
- Firestations fixtures and content	R 13 370 310			
- Standard Constructed Buildings (Contents)	R -			
- Sub-stations, mini sub-stations, transformers, etc	R 2 741 581 677			
- Property in the open	R 1 160 060			
- All water purification & Sewer works and pump stations	R 3 861 220 481			
- Brick Manufacturing Plant fixtures and content	R 5 686 984			
- Non Standard buildings	R 116 006 000			
- Non Standard - Thatch (Contents)	R -			
- Private dwellings, residential units hostels, Flats	R 44 199 093			
- Private dwellings, residential units & etc - (Contents)	R -			
- Roads, bridges and Transport Infrastructure (Incl Taxi Ranks, traffic Light, signs etc)	R 273 528 245			
- Capital Additions 20%	R -			
Extensions				
- Subsidence and Landslip	No			
- Sum insured	R			
- Motor Vehicles whilst parked at Insured	Yes			
- Sum insured	R 44 199 093			

BID NO.: A003 - 2023/24 PROVISION OF INSURANCE COVER MUNICIPAL ASSETS FOR NEWCASTLE MUNICIPALITY

- Riot and Strike (other than RSA and Namibia)	No			
- Leakage of oils, chemicals or other fluids	Yes			
- Wash basins and Sanitary Ware	Yes			
- Thatch structures unless specifically insured	R 100 000 Max Annual Limit			
- Reasonable Precautions	R -			
- Claims Preparation Costs	R 100 000			
<b>TOTAL BUILDING COMBINED</b>	<b>R 8 897 844 348</b>			
<b>Business Interruption</b>				
Indemnity period : 12 months				
- Electricity	R 5 000 000			
- Water Sales	R 2 000 000			
- Sewerage Sales	R -			
- Refuse Removal	R -			
- Income	R -			
- Gross rentals	R -			
- Increase in Cost of Working	R -			
- Additional Increase in Cost of Working	R -			
Extensions				
- Prevention of Access - extended cover	Yes/No			
- Sum insured	R			
- Public Utilities - extended cover	Yes/No			
- Sum insured	R			
- Public Telecommunications - extended cover	Yes/No			
- Sum insured	R			
- Accidental Damage	R			
- Fines and Penalties	R -			
- Claims Preparation Costs	R 100 000			

<b>TOTAL BUSINESS INTERRUPTION</b>	R	7 100 000			
<b>Office Contents</b>					
- Contents insured property	R	44 743 208			
- Theft ( forcible & violent entry or exit)	R	41 910 766			
- Loss of Rent ( up to 25% of sum insured)	Included				
- Loss of Documents	R	165 000			
- Legal Liability (Documents)	R	110 000			
- Increase in Cost of Working	R	-			
Extensions					
- Subsidence and Landslip	No				
- Sum insured	R				
- Riot and Strike (other than RSA and Namibia)	No				
- Leakage of Oils, Chemicals or other fluids	No				
- Locks and Keys	R	10 000			
- Reasonable Precautions	R	20 000			
- Claims Preparation Costs	R	100 000			
<b>TOTAL OFFICE CONTENTS</b>	R	87 058 973			
<b>Accounts Receivable</b>	Not required				
- Outstanding Debit Balances	R	-			
Extensions					
- Duplicate Records	No				
- Protections	No				
- Riot and Strike (other than RSA and Namibia)	No				
- Claims Preparation Costs	R	-			

TOTAL ACCOUNTS RECEIVABLE	R -			
<b>Business All Risks</b>				
- All other specified items (excluding Cellphones & Laptops)	R 21 168 022			
- Laptops	R 6 050 113			
- Cellphones, Tablets / Ipads	R 3 029 189			
- Mayors chain	R -			
Extensions				
- Increase in Cost of Working	Yes			
- Sum insured	R -			
- Riot and Strike (other than RSA and Namibia)	No			
- Locks and Keys	R -			
- Claims Preparation Costs	R 100 000			
<b>TOTAL BUSINESS ALL RISKS</b>	<b>R 30 347 323</b>			
<b>Theft</b>				
- First Loss Limit	R 1 100 000			
Extensions				
- Property in the open (within securely fenced off area and subject to forcible and violent entry or exit from such area)	R 220 000			
- Full Theft Cover	R -			
- Malicious Damage	R 550 000			
- Personal Effects	R 55 000			
- Reasonable Precautions	R 110 000			
- Locks and Keys	R 11 000			
- Claims Preparation Costs	R 110 000			
<b>TOTAL THEFT</b>	<b>R 2 156 000</b>			

<b>Glass</b>				
- All fixed internal & external glass at the premises	R	600 000		
Extensions				
- Riot and Strike (other than RSA and Namibia)	No			
- Claims Preparation Costs	R	100 000		
<b>TOTAL GLASS</b>	R	700 000		
<b>Money</b>				
- Possession of Councillors/Employees away from insured premises on a business trip	R	5 000		
- On the premises outside business hours in locked				
Safe	R	5 000		
- Loss of or damage to crossed cheques, money or postal	R	2 200 000		
- Major limit	R	2 200 000		
- Seasonal	R	3 850 000		
- Vending Machines	R	-		
- Receptacles as a result of theft of money or attempt	R	-		
Extensions				
- Locks and keys	R	8 250		
- Credit cards	R			
- Personal Accident ( Assault)				
Capital Sum	R	27 500		
Weekly Amount	R	1 500		

BID NO.: A003 - 2023/24 PROVISION OF INSURANCE COVER MUNICIPAL ASSETS FOR NEWCASTLE MUNICIPALITY

Medical Expenses	R	15 000			
- Riot and Strike (other than RSA and Namibia)	No				
- Electronic Vending machines	No				
- Claims Preparation Costs	R	110 000			
<b>TOTAL MONEY</b>	<b>R</b>	<b>8 422 250</b>			
<b>Fidelity Guarantee</b>					
- Limit any one period	R	5 000 000			
Extensions					
- Retroactive Cover	Yes/No				
- Superseded Policy	Yes/No				
- Reinstatement Amount	R	275 000			
- Cost of Recovery	R	-			
- Claims Preparation Costs	R	100 000			
<b>TOTAL FIDELITY GUARANTEE</b>	<b>R</b>	<b>5 375 000</b>			
<b>Professional Indemnity</b>					
- Limit any one incident / loss	R	5 000 000			
Extensions					
- Reinstatement Amount	R	100 000			
- Cost of Recovery	R	-			
- Claims Preparation Costs	R	100 000			
<b>TOTAL PROFESSIONAL INDEMNITY</b>	<b>R</b>	<b>5 200 000</b>			
<b>Accidental Damage</b>					
- Total value of property	R	5 500 000			
- Limit of indemnity	R	110 000			

Extensions				
- First Loss Average	Yes/No			
- Excluded property ( in addition to property excluded in policy)	Yes/No			
- Claims Preparation Costs	R 110 000			
<b>TOTAL ACCIDENTAL DAMAGE</b>	<b>R 5 720 000</b>			
<b>Goods in Transit</b>				
- Load Limit	R 580 030			
Extensions				
- Removal of Debris	R 22 000			
- Fire, Explosion, Collision and overturning	R			
- Fire Extinguishing Expense	R 110 000			
- Claims Preparation Costs	R 110 000			
<b>TOTAL GOODS IN TRANSIT</b>	<b>R 822 030</b>			
<b>Group Personal Accident</b>	NOT REQUESTED			
- Councillors 24 Hours (2,5 X Annual Package )	R -			
- Spouses, Activities Only	R -			
- Temporary staff	R -			
Benefits				
- Death	R -			
- Permanent Disability	% of Death benefit as specified for particular disability			
- Temporary Total Disablement	R 2 500 per week max 104 weeks			

BID NO.: A003 - 2023/24 PROVISION OF INSURANCE COVER MUNICIPAL ASSETS FOR NEWCASTLE MUNICIPALITY

- Medical expenses	R	20 000		
- Additional death benefit	R	10 000		
- Relocation	R	10 000		
- Repatriation	R	10 000		
- Mobility	R	10 000		
Extensions				
- War Risks	No			
- Claims Preparation Costs	R	100 000		
- Maximum Limit Any One Life	R	2 000 000.00		
- Maximum Limit Any One event ( Accumulation Limit)	R	10 000 000.00		
TOTAL GROUP PERSONAL ACCIDENT				
<b>Stated Benefits</b>				
- Full Time Councillors (24 hrs while performing council duties)	R	7 057 434		
- Part Time Councillors (24 hrs while performing council duties)	R	12 063 251		
- Business Hours Limitation plus Commuting Limitation	R	-		
Benefits				
- Death		2 x Annual earnings		
- Permanent Disability		% of Death benefit as specified for particular disability		
- Temporary Total Disablement		100% of average weekly earnings max 104 weeks		
- Medical Expenses	R	15 000		
- Additional death benefits	R	15 000		
- Relocation	R	15 000		
- Repatriation	R	15 000		

- Mobility	R 15 000			
Extensions				
- War Risks	Yes/No			
- Claims Preparation Costs	R 100 000			
- Maximum Limit Any One Life	R 2 000 000.00			
- Maximum Limit Any One event ( Accumulation Limit)	R 10 000 000.00			
<b>TOTAL STATED BENEFITS</b>				
<b>Electronic Equipment</b>				
- Specified equipment	R 43 917 446			
- Software	R -			
- Cellphones, Tablets / Ipads	R 2 641 901			
- Laptops	R 6 550 113			
Extensions				
- Prevention of Access	No			
- Increase in Cost of Working	R 110 000			
- Reconstruction of Data	R 110 000			
- Incompatibility	No			
- Telkom access line	No			
- Utilities ( Failure of supply)	No			
- Riot and Strike (other than RSA and Namibia)	No			
- Claims Preparation Costs	R 100 000			
<b>TOTAL ELECTRONIC EQUIPMENT</b>	<b>R 53 429 460</b>			
<b>Machinery Breakdown</b>				
- Specified Equipment - Limit	R 2 367 925 270			

BID NO.: A003 - 2023/24 PROVISION OF INSURANCE COVER MUNICIPAL ASSETS FOR NEWCASTLE MUNICIPALITY

- Expediting Costs	R	-		
Extensions				
- Stock Spoilage	R			
- Damage to Surrounding Property	R	220 000		
- Automatic Additions	R			
- Claims Preparation Costs	R	110 000		
<b>TOTAL MACHINERY BREAKDOWN</b>	<b>R</b>	<b>2 368 255 270</b>		
<b>Machinery Breakdown Interruption</b>				
- Gross revenue	R	1 500 000		
- (a)	R	-		
- (b)	R	-		
- Increase in Cost of Working	R	-		
- Additional Increase in Cost of Working	R	-		
Extensions				
- Claims Preparation Costs	R	100 000		
<b>TOTAL MACHINERY BREAKDOWN INTER.</b>	<b>R</b>	<b>1 600 000</b>		
Motor fleet Own Damage - value up to R500 000 - Specified lists to be provided				
- Private type motor cars and Minibuses seating up to 16 persons	12			
- Commercial vehicles				
LDVS	101			
Trucks	34			
Buses	1			
Fire Engines	7			
Mowers	13			
Tractors	30			

BID NO.: A003 - 2023/24 PROVISION OF INSURANCE COVER MUNICIPAL ASSETS FOR NEWCASTLE MUNICIPALITY

Emergency vehicles	0			
Motor Cycles	3			
Trailers & Caravans	38			
Special type vehicles (road marking & construction vehicles, machinery, refuse removal, waste compactors etc)	16			
High value vehicles	27			
High value vehicles	R 24 276 041			
Extensions				
- Wreckage removal	R 10 000			
- Fire extinguishing expenses	R 10 000			
- Medical expenses (per occupant)	R 5 000			
- Loss of keys	R 5 000			
- Conveyance of explosives	No			
- Theft or attempted theft of radios/sound equipment	R -			
- Theft or attempted theft of telephones (excluding cell phones)	R -			
- Claims preparation costs	R 100 000			
<b>TOTAL MOTOR OWN DAMAGE</b>	<b>282</b>			
<b>TOTAL ASSETS PREMIUM</b>				
LIABILITIES				
<b>Public Liability</b>				
Standard sublimits - refer to MUM specification				
- Primary Policy Limit	R 2 000 000			

BID NO.: A003 - 2023/24 PROVISION OF INSURANCE COVER MUNICIPAL ASSETS FOR NEWCASTLE MUNICIPALITY

- Umbrella Policy Limit	R 98 000 000			
<b>TOTAL Public Liability</b>	<b>R 100 000 000</b>			
<b>Sub-limits</b>				
- Wrongful Arrest and defamation	R 2 250 000			
- Errors & omissions	R 2 250 000			
- Products liability and defective workmanship	R 2 250 000			
- Pedal Cycles	Market value			
- Legal Defense costs	R 2 250 000			
- Professional Liability in respect of Medical Practitioners or other Medical officials	R 2 250 000			
- Spread of fire	R 5 000 000			
- Municipal Police liability	R 2 000 000			
- Sub-limit use of firearms	R 250 000			
- Sub-limit wrongful arrest & defamation	R 250 000			
Employers Liability				
- Limit	R 100 000 000			
<b>TOTAL Employers Liability</b>	<b>R 100 000 000</b>			
<b>Motor Third party Liability</b>				
- Limit	R 3 000 000			
- Number of vehicles	286			
<b>TOTAL Motor Third Party Liability</b>	<b>R 3 000 000</b>			
MOTOR OWN DAMAGE OVER R 500 000.00				
TOTAL SUM INSURED IN EXCESS OF R 500 000.00				
<b>GRAND TOTAL</b>				

SASRIA - Non Motor				
SASRIA – Motor				
Councillors SASRIA - Non Motor (72)				
Councillors SASRIA - Motor				
Total Bid Amount Breakdown				
Year 1 bid amount				
Year 2 bid amount				
Year 3 bid amount				
<b>Total Bid Amount (36 months)</b>				

**Note: The municipality will take into consideration both the premium and the excess amounts in the evaluation of pricing process.**

**ANNEXURE A**

**NEWCASTLE MOTOR FLEET – 2023/24 FINANCIAL YEAR**

	Year	Model	Registration Number	Value
1	2011	Audi AU 716- Q7	NN 001	478 726,86
2	1983	Isuzu KB 1ton	NN 10155	79 435,00
3	1991	Mercedes Benz 260E	NN 103	105 000,00
4	1974	Tip Trailer Poole 3 ton	NN 10535	1 000,00
5	1976	Case Tractor	NN 10536	8 000,00
6	1974	Tip Trailer Poole 3 ton	NN 10538	1 000,00
7	1983	GMC High Sierra Fire Engine	NN 11433	50 000,00
8	2003	Trailer	NN 12141	9 000,00
9	1973	Trailer 3 ton	NN 12311	1 000,00
10	1983	GMC High Sierra Fire Engine	NN 1232	50 000,00
11	2002	Isuzu KB 280 D/C 4x4	NN 12324	180 000,00
12	1998	Mercedes Benz Refuse Compactor	NN 12438	600 000,00
13	1982	Bell Tractor	NN 12735	30 000,00
14	1980	Gallion Grader	NN 1291	40 000,00
15	2009	New Holland TT Series Tractor	NN 11357	223 668,00
16	1966	Trailer 5-ton	NN 1302	1 000,00
17	1973	Aveling Barford Grader	NN 13358	30 000,00
18		Pret Trailer	NN 14997	6 000,00
19		Samil Fire Engine	NN 15004	737 580,00
20	1980	Chemical Spray Tanker	NN 15427	1 200,00
21	1999	Nissan 2000 LDV 1 ton R 40 000,00	NN 17226	40 000,00
22	1984	Isuzu KB 21 1 ton	NN 17657	74 296,00
23	1980	Toyota Hino Tipper 12-ton	NN 18059	25 000,00
24	1984	Toyota Crane Truck 8-ton	NN 18434	25 000,00
25	1975	Trailer Telecon	NN 18968	7 000,00
26	2001	Nissan Hardbody	NN 19089	70 000,00
27	1977	Trailer (Water)	NN 19152	1 000,00
28	1984	Isuzu KB 21 1 ton	NN 19185	74 296,00
29	1984	Isuzu KB 1ton	NN 19223	74 296,00
30	1984	Isuzu KB 21 1 ton	NN 19227	74 296,00
31	1979	Bomag BW 212 Roller	NN 19228	30 000,00
32	1984	Isuzu KB 21 1 ton	NN 19231	74 296,00
33	1996	Isuzu Platform Hoist 3-ton	NN 19760	60 000,00
34	1999	VW Microbus 2.6i Caravelle	NN 20127	140 000,00
35	1976	Trailer 3-ton	NN 20319	1 000,00
36	1984	Isuzu KB 21 1 ton	NN 20413	74 296,00
37	1978	International Case Tractor	NN 2053	8 000,00
38	1978	International Case Tractor	NN 2065	8 000,00
39	1980	Case Back Actor	NN 2067	25 000,00
40	1980	Case Front-End Loader	NN 2068	30 000,00
41	1980	Case Back Actor	NN 2070	25 000,00
43	1984	Massey Ferguson 290 Tractor	NN 21379	10 000,00
44	1999	Isuzu FVR 2200 Skip Truck	NN 21482	200 000,00
45	1999	Isuzu FVR 2200 Skip Truck	NN 21487	200 000,00
46	2000	Nissan LDV 1 ton	NN 21765	67 000,00

47	1978	Trailer (Oil Tank)	NN 21784	1 000,00
48	1984	Oil Purifier MT 250	NN 22162	6 000,00
49		Bell Front End Loader	NN 22424	600 000,00
50	1984	Foden El Sentry 3 Fire Engine	NN 22557	150 000,00
51	1984	Ford Sentry Fire Engine	NN 22559	100 000,00
52+1				
52	2000	Nissan LDV 1ton	NN 22815	80 000,00
53	1980	Trailer (Foam)	NN 23046	1 000,00
54	1984	Trailer 3 ton	NN 23231	1 200,00
55	1984	Caravan	NN 24012	12 000,00
56	2001	Bell Trailer	NN 24018	366 441,00
57	2001	New Holland 55-56 2wd Tractors	NN 24389	90 000,00
58		Macnay mechanical broom	NN 2492	4 000,00
59		Mazda 1.6 Sedan	NN 25305	50 086,00
60	1984	Trailer (First Aid)	NN 25749	1 000,00
61	2001	New Holland 55-56 2wd Tractors	NN 26007	90 000,00
62	2001	New Holland 55-56 2wd Tractors	NN 26179	90 000,00
64	2009	New Holland TT Series Tractor	NN 12950	223 668,00
65	1976	VW Kombi	NN40883	50 000,00
66	2001	New Holland 55-56 2wd Tractors	NN 27074	90 000,00
67	1984	Mercedes Benz Refuse Compactor	NN 27400	120 000,00
68	1986	Ford Bantam LDV 1/2 ton R48320.00	NN 27774	48 320,00
69	1998	Challenger Rd Block Trailer	NN 2854	3 800,00
70	2000	Nissan LDV 1 ton	NN 28801	67 000,00
71	1981	Trailer	NN 29414	1 000,00
72	2001	Bell Trailer	NN 29908	381 330,00
73		Opel Corsa LDV	NN 30639	50 600,00
74	1976	Trailer Tipper 3-ton	NN 3105	1 000,00
75	1976	Trailer Tipper 3-ton	NN 3106	1 000,00
76		Opel Corsa LDV	NN 31166	50 000,00
77	1991	Nissan 1400 LDV 1/2 ton R44900.00	NN 31938	44 900,00
78				
78	1981	Roll-on Trailer 1/2 ton	NN 32034	8 000,00
79	1985	Trailer 3 ton	NN 32161	1 000,00
80	2001	Bell Trailer	NN 32483	381 330,00
81	2000	Nissan A 520	NN 32719	260 000,00
83	1986	Mercedes Benz Roll-On Truck	NN 34060	30 000,00
84	1991	Toyota Dyna 2.5 ton	NN 34329	121 780,00
85	1982	Mercedes Benz 1517 Fire Engine	NN 34885	80 000,00
86	1982	Toyota Hino Tipper 12-ton	NN 34956	25 000,00
89				
89	1997	Nissan 2000 LDV 1 ton	NN 3575	61 490,00
90	1978	Trailer Tipper 3-ton	NN 3586	1 000,00
91	1980	Case Front-End Loader	NN 3594	40 000,00
93	2001	Bell Trailer	NN 37050	366 441,00
94				
94	1978	Atlas Copco Compressor	NN 3751	8 000,00
95	1982	Mercedes Benz Crane Truck	NN 37959	40 000,00
96		Bell Waste Removal Trailer	NN 38205	381 330,00

97	1987	Venter Trailer 3 ton	NN 38954	1 000,00
98		Bell Tractor	NN 39283	366 446,00
99	2001	Nissan 1400	NN 39622	52 000,00
100	1983	Atlas Copco Compressor	NN 39663	1 000,00
101	1997	Nissan 2000 LDV 1 ton	NN 3971	40 000,00
102	2001	Nissan Cabstar	NN 39774	160 000,00
103	2002	Toyota Hilux LDV	NN 39780	70 000,00
104	2001	Bell Tractor	NN 40002	366 446,00
105	2001	Bell Tractor	NN 40207	381 330,00
106	2001	Bell Tractor	NN 40208	381 330,00
107	2201	Bell Tractor	NN 40209	381 330,00
108	1993	Nissan 1400 LDV 1/2 ton R43730.00	NN 40527	43 730,00
109	1982	Isuzu Tipper 6 ton	NN 41368	24 000,00
110	1983	Isuzu Tipper 6 ton	NN 41369	24 000,00
111	2002	Toyota Tazz Hatch Back	NN 41745	50 000,00
112	2002	Toyota Panel Van	NN 41746	99 066,00
113	2002	Toyota Panel Van	NN 41747	99 766,00
114	2002	Toyota Hilux	NN 41748	70 000,00
115	2002	Toyota Hilux LDV	NN 42195	150 000,00
116	2002	Toyota Hilux LDV	NN 42360	70 000,00
117	2002	Toyota Hilux LDV	NN 42362	70 000,00
118	2002	Toyota Tazz Panel Van	NN 42409	50 000,00
119	1976	Case Tractor	NN 4251	8 000,00
120	1992	Nissan 1400 LDV 1/2 ton	NN 42706	43 730,00
121				
121	1983	Isuzu 4x4 1ton	NN 43046	108 782,00
123	2002	Sable Trailer & skid unit	NN 43335	6 000,00
124	2002	Toyota Dyna 3 Ton Truck	NN 43811	90 000,00
125	1980	Massey Ferguson 240 Tractor	NN 44625	7 000,00
126	1978	Ingerson Compressor	NN 45294	8 000,00
127	1984	Nissan Tipper 7-ton	NN 4609	12 000,00
128	1985	Mazda B1600 1 ton	NN 46179	63 765,00
129	1982	Isuzu Water Tanker	NN 4631	20 000,00
132				
130	1985	Bomag Roller B212	NN 46744	20 000,00
131	1997	Mercedes Benz Comp. Truck	NN 48581	50 000,00
132	1995	VW Jetta 1.6 Sedan	NN 46588	28 000,00
133	1994	Honda 200 CD Motorbike	NN 49963	3 000,00
134				
134	1995	Mercedes Benz Roll-On Truck 8 ton	NN 51375	250 000,00
135	2006	Ford Bantam	NN 13108	81 000,00
136	1995	Honda 200 CD Motorbike	NN 53516	3 000,00
137	1995	Honda 200 CD Motorbike	NN 53517	3 000,00
138	1996	Nissan Cabstar 3 ton	NN 55787	125 700,00
139	1996	Nissan Cabstar 3 ton	NN 55871	125 700,00
140	1996	Nissan Cabstar 3 ton	NN 55872	125 700,00
141	1996	Nissan LDV 1 ton	NN 55920	40 000,00
143	1996	Venter Trailer 3 ton	NN 57124	3 000,00
144	1996	Mercedes Benz Comp. Truck	NN 57140	450 000,00
145	1996	Nissan LDV 2l 1 ton	NN 59963	61 490,00
146	1996	Uno Panelvan 1100cc	NN 59964	26 000,00

148	1997	Nissan LDV 1 ton	NN 60719	70 600,00
149	1997	Mahindra Tractor	NN 60785	40 000,00
150	1997	Mahindra Tractor	NN 60791	40 000,00
151	1997	Mahindra Tractor	NN 60798	40 000,00
152	1977	Nissan 7804 6-ton	NN 6438	15 000,00
153	1976	Case Tractor	NN 7122	8 000,00
154	1976	Sleepwa	NN 7485	1 200,00
156	1977	Toyota Tipper 7-ton	NN 8123	50 000,00
157	1976	Trailer	NN 863	1 000,00
160	1960	Trailer	NN 907	1 000,00
161	1972	Trailer (Tipper)	NN 9267	1 000,00
162	1997	CI Caravan	NN 9371	25 000,00
163	1981	John Deere 770A (Grader)	NN 9593	90 000,00
164	1976	Case Tractor	NN 9915	8 000,00
165	1974	Ford Tractor	NN 9921	8 000,00
166	1971	Ingersoll Compressor	NN 9923	8 000,00
167	1981	Mercedes Benz 2632 Fire Engine	NN 9989	80 000,00
168		Oiec Response Trailer (ND 342386)	NN 99999	4 000,00
169	2004	Nissan UD 290 Tanker	NN 22565	200 000,00
170	2004	NISSAN BAKKIE PICK-UP	NN 53873	63 203,88
171	2004	NISSAN BAKKIE PICK-UP	NN 53877	63 203,88
172	2004	NISSAN BAKKIE PICK-UP	NN 53878	63 203,88
173	2004	FORD IKON	NN 26635	86 952,00
174	2004	FORD BANTAM	NN 28671	78 623,52
175	2004	NISSAN CABSTAR	NN 27218	241 678,00
176	2004	NISSAN CABSTAR	NN 22633	220 008,00
177	2004	NISSAN CABSTAR	NN 26975	263 556,00
179	2004	DUNCANMEC SKIP LIFTING UNIT	NN 12095	68 300,00
180	2004	TOYOTA CONDOR	NN 39137	139 000,00
181	2005	NISSAN BAKKIE PICK-UP	NN 26471	129 000,00
182	2005	CORSA UTILITY	NN 58760	86 530,00
183	2005	ISUZU F800 SKIP LIFTING	NN 61241	617 500,00
184	2005	BELL TRACTOR	NN 47555	642 500,00
185	2005	BELL TRACTOR	NN 48329	642 500,00
186	2005	BELL TRAILER	NN 59703	440 058,00
187	2005	BELL TRAILER	NN 49904	440 058,00
188	2006	TRACTOR TREKKER	NN 62096	199 500,00
189	2006	TRAILER	NN 63282	66 342,50
190	2006	ISUZU F SERIES	NN 12534	675 677,00
191	2006	Man 33-360	NN 42328	1 560 468,00
192		Honda (GX240K1/WKT R280) Engine fitted to	NN 41369	13 000,00
193		AMBULANCE TOYOTA	NN 45103	50 000,00
194	2006	Man 33-360	NN 25881	1 560 468,00
195	2006	TRACTOR TREKKER	NN 62095	199 500,00
196	2008	NISSAN HARDBODY BAKKIE	NN 46381	142 906,60
197	2008	MITSUBISHI MG460	NN 66531	1 800 000,00
198	2008	FORD RANGER 2200	NN 66579	150 000,00
199	2008	FORD RANGER 2200	NN 66580	150 000,00
200	2008	FORD RANGER 2200	NN 66583	160 000,00

201	2008	FORD FIESTA HATCH BACK	NN 66584	105 000,00
202	2008	FORD BANTAM 5 TON LDV	NN 66586	111 000,00
204	2004	ISUZU KB PICK UP BAKKIE	NN40451	96 000,00
205	2004	MORBARK 2400 TRAILER crusher	NN53297	379 000,00
206	2003	BELL L2208C FEL loader-pump-lifter	NN55763	610 000,00
207	2004	ISUZU KB PICK UP BAKKIE	NN61303	96 000,00
208	2009	MITSUBISHI FUSO CANTER	NN58516	456 000,00
209	2009	NISSAN NP 200 PICK-UP BAKKIE	NN55074	98 667,00
210	2009	NISSAN NP 200 PICK-UP BAKKIE	NN56271	100 822,00
211	2009	NISSAN NP 200 PICK-UP BAKKIE	NN56817	98 667,00
212	2009	NISSAN NP 200 PICK-UP BAKKIE	NN57373	106 941,00
213	2009	NISSAN NP 200 PICK-UP BAKKIE	NN57613	98 667,00
214	2009	FORD RANGER PICK-UP	NN68930	148 723,63
215	2009	FORD RANGER PICK-UP	NN68931	148 723,63
216	1984	V W MICROBUS 1,9	NN22644	16 000,00
217	2004	MASSEY FERGUSON TRAILER	NN13430	400 000,00
218	2006	TOYOTA PICK-UP	NN37463	300 000,00
219	2004	FORD TREKKER	NN27943	200 000,00
		2009/2010		
220	2009	JURGENS LT 670 TRAILER	NN45424	9 250,00
221	2009	Mitsubishi Fuso Canter 3 Ton Truck nn111	NN70018	273 000,00
222	2009	Mitsubishi Fuso Canter 3 Ton Truck nn222	NN70020	273 000,00
223	2009	Mitsubishi Fuso Canter 3 Ton Truck	NN70021	273 000,00
224	2009	Massey Ferguson Tractors	NN35007	290 700,00
225	2009	Massey Ferguson Tractors	NN37233	290 700,00
226	2009	Massey Ferguson Tractors	NN44809	290 700,00
227	2009	Massey Ferguson Tractors	NN53714	290 700,00
228	2009	Massey Ferguson Tractors	NN60335	290 700,00
229	2009	Massey Ferguson Tractors	NN61479	290 700,00
230	2009	Massey Ferguson Tractors	NN62546	290 700,00
231	2009	Nissan Hardbody Pick-up	NN70038	160 000,00
232	2010	Nissan Hardbody Pick-up	NN70337	110 000,00
233	2010	Isuzu NPS 300 4X4 Rescue vehicle with equip	NN15863	1 596 000,00
234	2010	Isuzu NPS 300 4X4 Fire Engine veh with equip	NN12617	1 140 000,00
235	2010	Recovery Vehicle	NN46317	265 000,00
237	2010	Isuzu NPR300 Skyjack nn40	NN52142	304 000,00
238	2010	Nissan Hardbody Pick-up	NN70493	NO VALUE
239	2010	Massey Ferguson Tractors 400	NN50491	290 700,00
240	2010	Massey Ferguson Tractors 400	NN51728	290 700,00
241	2010	Man CLA Compactor Truck nn700	NN40326	1 505 262,30
		2010/2011		
242	2010	New Holland F Series Grader	NN44568	1 941 420,00
244	2010	Ford Ranger Pick-up Bakkie	NN27877	150 354,60
245	2010	Ford Bantam Pick-up Bakkie	NN54325	100 270,24
246	2010	Ford Bantam Pick-up Bakkie	NN56784	100 270,24
247	2010	Ford Bantam Pick-up Bakkie	NN57248	100 270,24

248	2010	Ford Bantam Pick-up Bakkie	NN65190	100 270,24
249	2010	Ford Bantam Pick-up Bakkie	NN69882	100 270,24
250	2010	Ford Bantam Pick-up Bakkie	NN69885	100 270,24
251	2010	Ford Bantam Pick-up Bakkie	NN71514	100 270,24
252	2010	Ford Ranger Pick-up Bakkie	NN16992	161 822,60
253	2010	Ford Ranger Pick-up Bakkie	NN53845	161 822,60
254	2010	Fuso Canter FE7-136 New Cherry Picker NN41	NN30529	580 000,00
255	2011	Mercedes- Benz Vito Combi/Micro/Minib	NN14457	374 050,00
256	2011	Nissan UD80 7000LT Vacuum Honey Suck	NN64424	611 784,37
257	2011	Challenger container 7 trailer box body nn26400	NN16097	105 678,00
258	2011	Mercedes- Benz Vito Combi	NN50664	374 000,00
260	2011	New Holland F200 Grader engine no 36219343	NN42044	1 400 000,00
261	2006	AUDI AU 76-Q7 old nn 1	NN73771	589 000,00
262	2011	Compactor Truck UD90 engine no;FE6305766F	NN52193	1 123 891,80
263	2011	Ford 1400 1/2 Ton Bakkie	NN74136	R 100 270,24
		2011/2012		
264	2011	Nissan Crane Tipper Truck NRB 2761 P NN4	NN26552	829 000,00
265	2011	Water Tanker Isuzu FVZ 14 NN44	NN75118	1 005 230,00
266	2011	UD85 Truck with skiploader eng FE6221722D	NN75064	722 854,98
267	2011	UD85 Truck with skiploader eng FE6221723D	NN75063	722 854,98
268	2011	Isuzu NPR400 fire fighting temp NN26711P	NN75120	1 000 000,00
269	2012	Mercedes-Benz Axor 2628/45 Refuse Compactor	NN61956	1 861 050,00
		2012/2013		
270	2012	Nissan Diesel Compactor body	NN16989	1 421 174,00
271	2013	INT TRACTORS INDIA LANDINI SOLIS	NN43946	176 000,00
272	2013	INT TRACTORS INDIA LANDINI SOLIS	NN50266	176 000,00
273	2013	INT TRACTORS INDIA LANDINI SOLIS	NN14399	176 000,00
274	2013	INT TRACTORS INDIA LANDINI SOLIS	NN28168	176 000,00
275	2013	MAN 18 280BB 4X2 REG NO; ADW116GP	NN60006	3 179 045,72
276	2013	ISUZU TRUCK CHERRY PICKER (ELECT )	NN44579	
277	2013	ISUZU TRUCK CHERRY PICKER PARKS)nn46581	NN82666	761 474,81
278	2013	NISSAN COMPACTOR BODY	NN50348	1 421 174,00
279	2013	NISSAN COMPACTOR BODY	NN53706	1 421 174,00
		2013/2014		
280		ISUZU KB LLV PICK-UP/PETROL	NN13238	
281		NISSAN HARDbody LLVPick-up 1TON/PETROL	NN16442	

282		TOYOTA DYNA HLV DROPSIDE 2.5TON/D	NN17302	
283		TOYOTA DA HLV SEWER TANKER/DIESEL	NN19926	
284		FORD RANGER 2.2 S/CAB/	NN22245	
285		FORD RANGER 2.2 S/CAB/	NN22252	
286		FORD RANGER 2.2 S/CAB/	NN22272	
288		NISSAN 1400LLV PICK-UP/PETROL	NN23358	
289		NISSAN HARDBODY LLV PICK-UP PETROL	NN25798	
290		NISSAN HARDBODY LLV PICK-UP PETROL	NN27192	
291		TOYOTA HILUX LLV PICK-UP/PETROL	NN28912	
292		ISUZU FLAT BED WITH HOIST HLV PICK-UP	NN29965	
293		NISSAN 1TON HARDBODY LLV PICK-UP/PETROL	NN30838	
294		NISSAN F23 DROPSIDE HLV/ DIESEL	NN31352	
296		NISSAN 1400LLV I/PETROL	NN31958	
297		ISUZU KB LLV PICK-UP/PETROL old NN03229	NN82586	
298		NISSAN A450 TANKER HLV/DIESEL	NN34630	
299		NISSAN 1 TON LLV PICK-UP/ PETROL NN3565	NN83163	
300		TOYOTA HILUX LLV 1 TON PICK-UP/PETROL	NN42595	
301		TOYOTA HILUX LLV 1 TON PICK-UP/PETROL	NN42598	
302		ISUZU KB LLV PICK-UP/PETROL	NN43293	
303		TOYOTA DYNA HLV DROPSIDE HLV /DIESEL	NN81158	
304		TOYOTA DYNA HLV 2.5TON BOX BODY/DIESEL	NN52437	
305		NISSAN 4X4 PATROL/PETROL	NN57257	
306		NISSAN NP200	NN67032	
307		ISUZU F-SERIES TIPPER/ DIESEL	NN67170	
308		NISSAN PICK-UP NP 200	NN69770	
309		NISSAN PICK-UP NP 200	NN69772	
310		NISSAN PICK-UP NP 200	NN69773	
311		NISSAN PICK-UP NP 200	NN69774	
312		NISSAN HARDBODY LWB + OPT SC 4X2	NN69915	
313		NISSAN PICK-UP NP 200	NN69918	
314		NISSAN HARDBODY LWB + OPT SC 4X2	NN69922	
315		TRAILER TELECON LLV	NN55491	
316		TRAILER COASTLINE TRAILER SKELETON AUTO	NN13846	
317		MASSEY FERGUSON TRACTOR	NN67788	
318		MASSEY FERGUSON TRACTOR	NN67789	
319		V- TEC TRAILER	NN25891	
320		FLEXIAN CARRYALL TRAILER	NN60720	
321		TRAILER HOME-BUILT	NN3109	
322		CASE TRACTOR	NN7420	
323		FLEXIAN CARRYALL TRAILER	NN62545	
324		TRAILER NG ENGINEERING MOBILE COMP	NN21024	
325		TRAILER COMPRESSOR INGERSOL RAND	NN45294	
326		MOBILE COMPRESSOR	NN9923	

327		TREKKER	NN60896	
328	2013	NISSAN NP 200 PICK-UP BAKKIE	NN69279	
329	2013	NISSAN CABSTERS NPN4762	NN81081	396 261,70
330	2013	NISSAN CABSTERS NPN4764 173	NN81079	396 261,70
331	2013	NISSAN CABSTERS NPN4760 174	NN81084	396 261,70
332	2013	NISSAN CRANE Tipper Truck UD85 NPN 4765	NN81082	925 379,84
333	2007	NISSAN HARDBODY 2.0L WB (Hired Vehicle)	NN28788	100 000,00
334	2012	ISUZU (Hired Vehicle)	NKR22122	190 000,00
335	2007	ISUZU KB250D (Hired Vehicle)	NN42812	110 000,00
336	2009	ISUZU KB250D (Hired Vehicle)	NN28520	120 000,00
337	2007	ISUZU KB2001 (Hired Vehicle)	NN38650	110 000,00
338	2007	NISSAN HARDBODY SWB (Hired Vehicle)	NN28800	65 000,00
339	2013	TOYOTA HILUX FKG497L (Hired Vehicle)	FKG497L	189 000,00
340	2013	NISSAN UD85 6 CUBIC TIPPER TRUCK 173	NN81077	750 000,00
341	2013	NISSAN CW 37010 CUBIC TIPPER TRUCK 174	NN81083	1 140 000,00
342	2013	NISSAN DIESEL A975 VAN BODY	NN19784	450 566,00
343	2013	TELECON 4 TONNE TRAILER VAN BODY	NN49670	158 558,50
344	2013	NISSAN HARDBODY TON BAKKIE (WEEDKILL)		181 364,00
345	2013	MAN TRUCK TGS 33.360 ENG NO;50535420663546	NN71707	1 556 581,08
346	2013	MAZDA BT 50 PICK-UP BAKKIE	NN79320	244 225,00
347	2013	MAZDA BT 50 PICK-UP BAKKIE	NN80349	399 301,00
348	2013	NISSAN NP200	NN73415	153 298,00
349	2009	FORD RANGER 2.5TD HI-TRAIL XL HIRED		150 000,00
350	2010	FORD RANGER 2.5TD HI-TRAIL XL HIRED		160 000,00
351	2013	NISSAN NP300 HARDBODY PICK-UP BAKKIE	NN77407	210 000,00
352	2013	NISSAN NP300 HARDBODY PICK-UP BAKKIE	NN81264	190 000,00
354	2013	CASE WHEEL LOADER PUMP LIFTER	NN53932	3 943 000,00
355	2013	BRUTUS REFUSE COMPACTOR DH0339	NN57184	2 161 432,01
356	2013	BRUTUS REFUSE COMPACTOR DH0340	NN70253	2 161 432,01
357	2013	BRUTUS REFUSE COMPACTOR DH0341	NN74816	2 161 432,01
358	2014	2014 UD90 with TFM COMPACTOR BODY	NN81775	1 421 174,00
359	2014	21 TON CRANE TRUCK CHASSIS CAB	NN39728	1 392 436,25
360	2012	NISSAN NP200 1.6 HIRED	NN14937	97 000,00
361	2014	JEEP GRAND CHEROKE 3.6L DEP MAYOR	NN70299	491 990,00
362	2014	JEEP GRAND CHEROKE 3.6L SPEAKER	NN70596	491 990,00
363	2014	MAZDA BT 50 PICK-UP BAKKIE	NN54726	244 225,00
364	2014	CLARK FORKLIFT MACHINE	NN66666	534 455,94
365	2014	NISSAN DIESEL UD 80 TIPPER WITH GRAB	NN75291	1 085 263,00
366	2012	NISSAN HARDBODY 2.0VVTi HIRED	NN79672	145 900,00
367	2011	ISUZU KB 250D LWB HIRED	NN82541	106 700,00
368	2010	TOYOTA HILUX HIRED	NN82540	150 400,00

369	2014	BELL 315 SK BACKHOE LOADER	NN16783	926 000,00
370	2014	NISSAN UD 40A CABSTAR TRUCK	NN45577	465 000,00
371	2014	NISSAN CABSTAR TRUCK	NN43127	465 000,00
372	2014	NISSAN CABSTAR TRUCK	NN49791	465 000,00
373	2014	NISSAN CABSTAR TRUCK	NN60182	465 000,00
374	2014	NISSAN DIESEL UD85 SKIP SKELETAL	NN74680	1 001 953,62
375	2014	NISSAN DIESEL UD85 SKIP SKELETAL	NN75651	1 001 953,62
376	2014	NISSAN DIESEL UD 80 TIPPER WITH GRAB		
377	2014	FORD RANGER PICK-UP BAKKIE	NN61979	273 690,00
378	2014	FORD TRANSIT PANEL VAN	NN76805	340 000,00
379	2014	NISSAN NP200	NN69230	141 500,00
380	2014	NISSAN NP200	NN72434	141 500,00
381	2014	NISSAN NAVARA	NN79693	393 310,00
382	2014	NISSAN NP200	NN29302	144 500,00
383	2015	ISUZU KB PICK-UP BAKKIE 123	NN63391	420 000,00
384	2015	NISSAN NAVARA PICK UP BAKKIE	NN47361	393 310,00
386	2015	TOYOTA QUANTUM NN11121	KZN	345 874,86
387	2015	FORD TRANSIT PANEL VAN	NN85125	346 899,99
388	2015	NISSAN NP 200 HARD BODY PICK UP BAKKIE	NN14405	203 163,80
		2015/2016		
389	2015	NISSAN NP 200 PICK-UP BAKKIE	NN48787	175 900,01
390	2015	MERCEDES-BENZ SPRINTER COMBI	NN85030	598 482,00
391	2015	MAN CLA-26-280 6X4		988 238,00
392	2015	ISUZU N SERIES HEAVY LOAD	NN71779	539 003,40
393	2015	FORD RANGER PICK UP BAKKIE	NN83079	463 050,00
394	2015	MAN COMPACTOR	NN77825	1 682 006,00
395	2016	FORD TRANSIT PANEL VAN	NN72107	369 321,00
396	2016	FORD RANGER PICK UP BAKKIE HIRED	NN60958	315 000,00
397	2016	NISSAN NP 200 PICK-UP BAKKIE	NN60995	129 000,00
398	2016	NISSAN NP 200 PICK-UP BAKKIE	NN63430	129 000,00
399	2016	NISSAN NP 200 PICK-UP BAKKIE	NN59236	129 000,00
400	2016	NISSAN NP 200 PICK-UP BAKKIE	NN86170	129 000,00
401	2016	NISSAN NP 200 PICK-UP BAKKIE	NN52376	129 000,00
402	2016	NISSAN NAVARA PICK UP BAKKIE	NN58503	395 310,00
403	2016	NISSAN NP 300 HARDBODY PICK-UP BAKKIE	NN60238	197 758,15
404	2016	2016/2017		
405	2016	UD TRUCK A 899	NN88177	1 398 961,31
406	2019	FUSO SKIP TRUCK NICK	NN89658	1 381 991.80
		2019/2020		
407	2019	UD TRUCKS TANKER	NN76415	1 432 681.50
408	2019	TATA PRIMA TANKER	NN83241	1 278 558.22
409	2019	TATA LPT 1623 EURO	NN88230	733 573.34
410	2019	TATA LPT 1623 EURO	NN95252	733 573.34

**NEWCASTLE MUNICIPALITY CLAIMS – PAST 3 YEARS**

Following please find a schedule with the claims history of the Newcastle Municipality for the past three financial years

Claim No	Nature/Cause	Date of Occurrence	Estimated Value
9501074	VEHICLE ACCIDENT	23/06/2017	12 666.64
9501074	THIRD PARTY CLAIM	23/06/2017	82 470.42
9501075	FIRE DAMAGE	2017/07/06	200 000.00
9501076	PROPERTY DAMAGE	2017/09/07	-
9501077	POTHOLE THIRD PARTY CLAIM	27/01/2017	96 522.77
9501078	POTHOLE THIRD PARTY CLAIM	16/10/2016	41 861.70
9501079	POTHOLE THIRD PARTY CLAIM	2016/12/01	18 570.00
9501080	POTHOLE THIRD PARTY CLAIM	2017/01/07	-
9501081	THIRD PARTY CLAIM	2017/05/07	1 290.00
9501082	CELLPHONE DAMAGE	2017/05/07	7 859.00
9501083	THIRD PARTY CLAIM	19/07/2017	-
9501084	THIRD PARTY CLAIM	2017/05/08	32 477.47
9501085	VEHICLE ACCIDENT	07/062017	17 345.00
9501085	THIRD PARTY CLAIM	07/062017	-
9501086			-
9501087	THIRD PARTY CLAIM	2017/07/08	2 400.00
9501088	PLAYGROUND DAMAGE	2017/03/09	4 550.00
9501089	PLAYGROUND DAMAGE	23/08/2017	24 000.00
9501090			-
9501091	PLAYGROUND DAMAGE	2017/08/09	31 000.00
9501092	VEHICLE ACCIDENT	15/09/2016	73 000.00
9501093	POTHOLE THIRD PARTY CLAIM	22/07/2017	-
9501094	THIRD PARTY CLAIM	14/10/2016	17 187.54
9501095	LAPTOP STOLEN	30/09/2017	8 323.00
9501096	VEHICLE ACCIDENT	18/08/2017	25 933.95
9501097	PLAYGROUND DAMAGE	2017/03/10	24 000.00
9501098	CELLPHONE DAMAGE	27/09/2017	7 500.00
9501099	CELLPHONE DAMAGE	2017/03/10	2 950.00
9501100	CELLPHONE DAMAGE	25/09/2017	3 250.00
9501101	CELLPHONE DAMAGE	17/10/2017	2 950.00
9501102	CELLPHONE DAMAGE	2017/03/10	2 950.00
9501103	CELLPHONE DAMAGE	15/09/2017	2 950.00
9501104	THIRD PARTY CLAIM	25/01/2017	1 960.00
9501105	THIRD PARTY CLAIM	2017/01/01	115 500.00
9501106	THIRD PARTY CLAIM		10 000.00
9501107	THIRD PARTY CLAIM	17/10/2017	1 200.00
9501108	STOLEN PROPERTY	2017/06/10	6 065.00
9501109	THIRD PARTY CLAIM	2-3/07/2017	-
9501110	THIRD PARTY CLAIM	19/10/2017	3 200.00
9501111	LIGHTNING DAMAGE	25/10/2017	196 150.91
9501112	POTHOLE THIRD PARTY CLAIM	2017/01/05	20 000.00
9501113	STORM DAMAGE	26/27/11/2017	166 397.00

9501114	STORM DAMAGE	26/11/2017	14 000.00
9501115	CELLPHONE DAMAGE	19/11/2017	7 700.00
9501116	THIRD PARTY CLAIM	27/07/2017	-
9501117	THIRD PARTY CLAIM	30/11/2017	1 100.00
9501118	VEHICLE ACCIDENT	13/12/2017	4 194.92
9501119	THIRD PARTY CLAIM	23/11/2017	18 650.00
9501120	THIRD PARTY CLAIM	27/11/2017	38 898.00
9501121	THIRD PARTY CLAIM	15/11/2017	31 602.00
9501122	THIRD PARTY CLAIM	29/11/2017	44 705.98
9501123	THIRD PARTY CLAIM	2017/07/12	-
9501124	THIRD PARTY CLAIM	16/12/2017	-
9501125	THIRD PARTY CLAIM	2018/08/01	600.00
9501126	THIRD PARTY CLAIM	2016/09/12	37 000.00
9501127	THIRD PARTY CLAIM	2018/02/01	750.00
9501128	THIRD PARTY CLAIM	18/12/2017	177 840.00
9501129	VEHICLE ACCIDENT	29/01/2018	-
9501130	STORM DAMAGE	17/01/2018	93 780.00
9501131	PLAYGROUND DAMAGE	21/01/2018	63 900.00
9501132	PLAYGROUND DAMAGE	23/01/2018	5 600.00
9501133	PLAYGROUND DAMAGE	18/01/2018	80 844.00
9501134	VEHICLE ACCIDENT	15/01/2018	24 000.00
9501135	CELLPHONE DAMAGE	29/01/2018	3 500.00
9501136	CELLPHONE DAMAGE	23/01/2018	6 300.00
9501137	CELLPHONE DAMAGE	29/01/2018	3 800.00
9501138	THIRD PARTY CLAIM	28/11/2017	4 218.00
9501139	THIRD PARTY CLAIM	2018/05/02	4 550.00
9501140	GEYSER DAMAGE	17/02/2018	-
9501141	THIRD PARTY CLAIM	13/01/2017	94 080.00
9501142	STORM DAMAGE	25/02/2018	-
9501143	PLAYGROUND DAMAGE	13/02/2018	76 850.00
9501144	PLAYGROUND DAMAGE	2018/10/02	-
9501145	THIRD PARTY CLAIM	16/12/2017	1 500.00
9501146	CELLPHONE DAMAGE	16/03/2018	3 200.00
9501147	CELLPHONE DAMAGE	19/03/2018	3 300.00
9501148	CELLPHONE DAMAGE	26/02/2018	2 500.00
9501149	CELLPHONE DAMAGE	26/02/2018	3 300.00
9501150	CELLPHONE DAMAGE	15/02/2018	7 500.00
9501151	CELLPHONE DAMAGE	2018/07/03	1 200.00
9501152	CELLPHONE DAMAGE	2018/12/03	3 500.00
9501153	CELLPHONE DAMAGE	18/03/2018	-
9501154	CELLPHONE DAMAGE	18/03/2018	14 152.00
9501155	CELLPHONE DAMAGE	2018/11/04	7 699.00
9501156	VEHICLE ACCIDENT	2018/11/04	-
9501157	THIRD PARTY CLAIM	23/12/2018	17 500.00
9501158	THIRD PARTY CLAIM	28/04/2018	3 012.00
9501159	CELLPHONE DAMAGE	25/04/2018	8 000.00
9501160	VEHICLE ACCIDENT	2018/07/05	-
9501160	THIRD PARTY CLAIM	2018/07/05	-
9501161	THIRD PARTY CLAIM	15/02/2018	-

9501161	VEHICLE ACCIDENT	15/02/2018	-
9501162	THIRD PARTY CLAIM	29/03/2018	620.00
9501163	THIRD PARTY CLAIM	25/01/2018	-
9501164	THIRD PARTY CLAIM	2018/08/05	10 742.00
9501165	THIRD PARTY CLAIM	16/06/2015	10 000 000.00
9501166	CELLPHONE DAMAGE	2018/07/06	3 700.00
9501167	VEHICLE ACCIDENT	15/11/2017	31 602.00
9501168	THIRD PARTY CLAIM	25/05/2018	-
9501169	THIRD PARTY CLAIM	2018/02/06	65 000.00
9501170	STOLEN PROPERTY	27-29/4/18	2 490.00
9501171	THIRD PARTY CLAIM	2018/05/01	38 521.94
9501172	THIRD PARTY CLAIM	2018/05/07	39 000.00
9501173	THIRD PARTY CLAIM	2018/01/06	15 000.00
9501174	THIRD PARTY CLAIM	2018/08/07	-
9501175	CELLPHONE DAMAGE	2018/06/07	5 939.00
9501176	VEHICLE ACCIDENT	2018/06/28	37 940.00
9501177	VEHICLE ACCIDENT	2018/06/07	42 482.25
9501178	VEHICLE ACCIDENT	2018/05/16	6 938.81
9501179	THIRD PARTY CLAIM	2018/01/01	59 340.00
9501180	LAPTOP STOLEN	2018/07/28	-
9501181	VEHICLE ACCIDENT	2018/03/07	12 500.00
9501182	STOLEN PROPERTY	2018/08/27	-
9501183	STOLEN PROPERTY	2018/04/08	4 542.65
9501184	THIRD PARTY CLAIM	2018/08/14	-
9501185	VEHICLE ACCIDENT	2018/07/24	110 000.00
9501185	THIRD PARTY CLAIM	2018/07/24	-
9501186	VEHICLE ACCIDENT	2017/11/12	22 000.00
9501187	THIRD PARTY CLAIM	2017/08/23	-
9501187	VEHICLE ACCIDENT	2018/09/19	-
9501188	VEHICLE ACCIDENT	2018/09/22	-
9501188	THIRD PARTY CLAIM	2018/09/22	-
9501189	THIRD PARTY CLAIM	2018/09/14	50 000.00
9501189	VEHICLE ACCIDENT	2018/09/14	-
9501190	VEHICLE ACCIDENT	2018/09/21	13 301.33
9501191	VEHICLE ACCIDENT	2018/09/13	67 000.00
9501192	THIRD PARTY CLAIM	2018/03/07	10 000.00
9501193	THIRD PARTY CLAIM	2018/01/10	-
9501193	THIRD PARTY CLAIM	2018/01/10	-
9501194	VEHICLE ACCIDENT	2018/09/24	20 850.00
9501195	VEHICLE ACCIDENT	2018/10/08	-
9501195	THIRD PARTY CLAIM	2018/10/08	-
9501196	CELLPHONE DAMAGE	2018/04/09	7 649.00
9501197	THIRD PARTY CLAIM	2018/09/13	1 700.00
9501198	CELLPHONE DAMAGE	2018/10/15	7 859.00
9501199	CELLPHONE DAMAGE	2018/10/11	7 500.00
9501200	THIRD PARTY CLAIM	2018/08/11	-
9501200	VEHICLE ACCIDENT	2018/08/11	-
9501201	STOLEN PROPERTY	2018/11/16	-

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9501202	VEHICLE ACCIDENT	2018/11/12	4 878.30
9501203	THIRD PARTY CLAIM	2018/11/16	400.00
9501204	THIRD PARTY CLAIM	2018/06/16	1 463 500.00
9501205	THIRD PARTY CLAIM	2018/08/22	75 000.00
9501206	THIRD PARTY CLAIM	2018/05/12	16 000.00
9501207	LAPTOP STOLEN	2018/11/13	-
9501208	THIRD PARTY CLAIM	2019/03/01	130 000.00
9501209	THIRD PARTY CLAIM	2019/10/01	7 200.00
9501210	THIRD PARTY CLAIM	2018/07/11	4 600.00
9501211	THIRD PARTY CLAIM	2018/09/10	32 000.00
9501212	VEHICLE ACCIDENT	2019/01/14	-
9501213	THIRD PARTY CLAIM	2018/12/01	24 700.00
9501214	STOLEN PROPERTY	2018/10/07	4 700.00
9501215	STOLEN PROPERTY	2019/01/25	12 000.00
9501216	THIRD PARTY CLAIM	2019/01/30	7 940.00
9501217	THIRD PARTY CLAIM	2019/02/06	480.00
9501218	THIRD PARTY CLAIM	2019/02/12	3 180.00
9501219	CELLPHONE DAMAGE	2019/02/18	2 200.00
9501220	THIRD PARTY CLAIM	2019/02/22	8 000.00
9501221	THIRD PARTY CLAIM	2019/01/03	580.00
9501222	STOLEN PROPERTY	2019/06/03	18 909.45
9501223	THIRD PARTY CLAIM	2019/03/13	6 020.00
9501224	STORM DAMAGE	2019/03/21	18 000.00
9501225	STORM DAMAGE	2019/03/21	32 000.00
9501226	STORM DAMAGE	2019/03/21	15 558.00
9501227	STORM DAMAGE	2019/03/21	102 000.00
9501228	STORM DAMAGE	2019/03/21	62 000.00
9501229	STORM DAMAGE	2019/03/21	29 000.00
9501230	STORM DAMAGE	2019/03/21	35 000.00
9501231	STORM DAMAGE	2019/03/21	11 953.10
9501232	STORM DAMAGE	2019/03/21	15 233.00
9501233	STORM DAMAGE	2019/03/21	19 090.00
9501234	STORM DAMAGE	2019/03/21	37 105.00
9501235	STORM DAMAGE	2019/03/21	19 015.00
9501236	STORM DAMAGE	2019/03/21	14 870.00
9501237	STORM DAMAGE	2019/03/21	9 200.00
9501238	STORM DAMAGE	2019/03/21	18 000.00
9501239	THIRD PARTY CLAIM	2019/03/31	2 000.00
9501240	THIRD PARTY CLAIM	2019/03/29	2 863.00
9501241	THIRD PARTY CLAIM	2019/04/01	2 866.00
9501242	THIRD PARTY CLAIM	2019/03/19	950.00
9501243	VEHICLE ACCIDENT	2019/04/05	-
9501244	STORM DAMAGE	2019/03/21	157 000.00
9501245	VEHICLE ACCIDENT	2019/03/19	-
9501246	STORM DAMAGE	2019/03/21	225 800.00
9501247	STORM DAMAGE	2019/03/21	-
9501248	STORM DAMAGE	2019/03/21	-
9501249	THIRD PARTY CLAIM	2019/03/22	6 000.00
9501250	STORM DAMAGE	2019/03/21	70 000.00

9501251	STORM DAMAGE	2019/03/21	12 000.00
9501252	STORM DAMAGE	2019/04/12	4 000.00
9501253	VEHICLE ACCIDENT	2019/04/13	-
9501253	THIRD PARTY CLAIM	2019/04/13	-
9501254	THIRD PARTY CLAIM	2019/03/04	550.00
9501255	STOLEN PROPERTY	2019/03/18	-
9501256	STOLEN PROPERTY	2019/03/19	-
9501257	THIRD PARTY CLAIM	2019/03/04	626.75
9501258	VEHICLE ACCIDENT	2019/04/29	-
9501259	CELLPHONE DAMAGE	2019/02/05	-
9501260	THIRD PARTY CLAIM	2019/04/03	12 000.00
9501261	VEHICLE ACCIDENT	2019/04/25	-
9501262	THIRD PARTY CLAIM	2019/05/10	750.00
9501263	VEHICLE ACCIDENT	2019/05/18	-
9501264	THIRD PARTY CLAIM	2019/05/30	-
9501265	THIRD PARTY CLAIM	2019/06/18	-
9501266	THIRD PARTY CLAIM	2019/06/18	-
9501267	CELLPHONE DAMAGE	2019/06/21	-
9501268	CELLPHONE DAMAGE	2019/05/31	-
9501269	VEHICLE ACCIDENT	2019/06/19	-
9501270	THIRD PARTY CLAIM	2019/12/03	117 300.00
9501271	CELLPHONE DAMAGE	2019/06/11	-
9501272	VEHICLE ACCIDENT	2019/07/08	-
9501273	THIRD PARTY CLAIM	2019/07/16	3 500.00
9501274	THIRD PARTY CLAIM	2019/06/08	22 000.00
9501275	THIRD PARTY CLAIM	2019/05/04	10 000.00
9501276	VEHICLE ACCIDENT	2019/07/24	64 000.00
9501276	VEHICLE ACCIDENT	2019/07/24	-
9501277	THIRD PARTY CLAIM	2019/07/20	8 000.00
9501278	CELLPHONE DAMAGE	2019/07/01	-
9501279	STOLEN PROPERTY	2019/07/12	-
9501280	VEHICLE ACCIDENT	2019/07/16	-
9501281	CELLPHONE DAMAGE	2019/07/19	-
9501282	VEHICLE ACCIDENT	2019/07/25	-
9501283	VEHICLE ACCIDENT	2019/07/28	-
9501284	VEHICLE ACCIDENT		-
9501285	VEHICLE ACCIDENT		-
9501286	THIRD PARTY CLAIM	2019/03/31	32 000.00
9501287	VEHICLE ACCIDENT	10/11/09/2019	-
9501288	THIRD PARTY CLAIM	2019/05/29	550.00
9501289	STOLEN PROPERTY	2019/08/05	1 000.00
9501290	VEHICLE ACCIDENT	2018/10/15	7 000.00
9501291	THIRD PARTY CLAIM	2019/10/14	1 200.00
9501292	VEHICLE ACCIDENT	2019/10/21	10 000.00
9501293	VEHICLE ACCIDENT	2019/10/29	-
9501294	THIRD PARTY CLAIM	2019/10/25	12 500.00
9501295	CELLPHONE DAMAGE	NO DATE	18 500.00
9501296	VANDALISIM		198 904.85

9501297	CELLPHONE DAMAGE		-
9501298	PLAYGROUND DAMAGE	43 762.00	-
9501299	THIRD PARTY CLAIM		2 000.00
9501300	LAPTOP STOLEN	2019/11/10	12 000.00
9501301	THIRD PARTY CLAIM	2019/11/11	-
9501302	THIRD PARTY CLAIM	2019/10/22	3 000.00
9501303	CELLPHONE DAMAGE	2019/11/10	4 499.00
9501304	THIRD PARTY CLAIM	2019/08/06	-
9501305	THIRD PARTY CLAIM	2019/10/26	50 000.00
9501305	THIRD PARTY CLAIM	2019/10/26	-
9501306	STOLEN PROPERTY	2019/09/19	-
9501307	CELLPHONE DAMAGE	2019/12/06	-
9501308	VEHICLE ACCIDENT		-
9501309	CELLPHONE DAMAGE	2019/12/05	6 000.00
9501310	VEHICLE ACCIDENT	2019/10/21	-
9501311	THIRD PARTY CLAIM	2019/12/11	17 000.00
9501312	VEHICLE ACCIDENT	2019/12/09	-
9501313	VEHICLE ACCIDENT	2019/12/04	7 100.00
9501314	THIRD PARTY CLAIM	2019/12/18	-
9501315	THIRD PARTY CLAIM	07/01/2020	950.00
9501316	PROPERTY DAMAGE	2019/12/16	150 000.00
9501317	STOLEN PROPERTY	2019/12/16	-
9501318	STOLEN PROPERTY	04/01/2020	40 000.00
9501319	VEHICLE ACCIDENT	04/01/2020	-
9501320	VEHICLE ACCIDENT	14/01/2020	4 299.64
9501321	PROPERTY DAMAGE	26/01/2020	150 000.00
9501322	VEHICLE ACCIDENT	29/01/2020	-
9501323	CELLPHONE DAMAGE	28/01/2020	-
9501324	CELLPHONE DAMAGE	05/01/2020	-
9501325	STOLEN PROPERTY	08/12/2019	-
9501326	STORM DAMAGE	13/11/2019	70 000.00
9501327	VEHICLE ACCIDENT	26/02/2020	-
9501328	STOLEN PROPERTY	26/01/2020	-
9501329	VEHICLE ACCIDENT	28/02/2020	-
9501330	CELLPHONE DAMAGE	06/03/2020	15 629.00
9501331	THIRD PARTY CLAIM	04/03/2020	650.00
9501332	THIRD PARTY CLAIM	26/01/2020	-
9501333	CELLPHONE DAMAGE		-
9501334	STOLEN PROPERTY	10/03/2020	-
9501074	VEHICLE ACCIDENT	23/06/2017	12 666.64
9501074	THIRD PARTY CLAIM	23/06/2017	82 470.42
9501075	FIRE DAMAGE	2017/07/06	200 000.00
9501076	PROPERTY DAMAGE	2017/09/07	-
9501077	POTHOLE THIRD PARTY CLAIM	27/01/2017	96 522.77
9501078	POTHOLE THIRD PARTY CLAIM	16/10/2016	41 861.70
9501079	POTHOLE THIRD PARTY CLAIM	2016/12/01	18 570.00
9501080	POTHOLE THIRD PARTY CLAIM	2017/01/07	-
9501081	THIRD PARTY CLAIM	2017/05/07	1 290.00
9501082	CELLPHONE DAMAGE	2017/05/07	7 859.00

9501083	THIRD PARTY CLAIM	19/07/2017	-
9501084	THIRD PARTY CLAIM	2017/05/08	32 477.47
9501085	VEHICLE ACCIDENT	07/062017	17 345.00
9501085	THIRD PARTY CLAIM	07/062017	-
9501086			-
9501087	THIRD PARTY CLAIM	2017/07/08	2 400.00
9501088	PLAYGROUND DAMAGE	2017/03/09	4 550.00
9501089	PLAYGROUND DAMAGE	23/08/2017	24 000.00
9501090			-
9501091	PLAYGROUND DAMAGE	2017/08/09	31 000.00
9501092	VEHICLE ACCIDENT	15/09/2016	73 000.00
9501093	POTHOLE THIRD PARTY CLAIM	22/07/2017	-
9501094	THIRD PARTY CLAIM	14/10/2016	17 187.54
9501095	LAPTOP STOLEN	30/09/2017	8 323.00
9501096	VEHICLE ACCIDENT	18/08/2017	25 933.95
9501097	PLAYGROUND DAMAGE	2017/03/10	24 000.00
9501098	CELLPHONE DAMAGE	27/09/2017	7 500.00
9501099	CELLPHONE DAMAGE	2017/03/10	2 950.00
9501100	CELLPHONE DAMAGE	25/09/2017	3 250.00
9501101	CELLPHONE DAMAGE	17/10/2017	2 950.00
9501102	CELLPHONE DAMAGE	2017/03/10	2 950.00
9501103	CELLPHONE DAMAGE	15/09/2017	2 950.00
9501104	THIRD PARTY CLAIM	25/01/2017	1 960.00
9501105	THIRD PARTY CLAIM	2017/01/01	115 500.00
9501106	THIRD PARTY CLAIM		10 000.00
9501107	THIRD PARTY CLAIM	17/10/2017	1 200.00
9501108	STOLEN PROPERTY	2017/06/10	6 065.00
9501109	THIRD PARTY CLAIM	2-3/07/2017	-
9501110	THIRD PARTY CLAIM	19/10/2017	3 200.00
9501111	LIGHTNING DAMAGE	25/10/2017	196 150.91
9501112	POTHOLE THIRD PARTY CLAIM	2017/01/05	20 000.00
9501113	STORM DAMAGE	26/27/11/2017	166 397.00
9501114	STORM DAMAGE	26/11/2017	14 000.00
9501115	CELLPHONE DAMAGE	19/11/2017	7 700.00
9501116	THIRD PARTY CLAIM	27/07/2017	-
9501117	THIRD PARTY CLAIM	30/11/2017	1 100.00
9501118	VEHICLE ACCIDENT	13/12/2017	4 194.92
9501119	THIRD PARTY CLAIM	23/11/2017	18 650.00
9501120	THIRD PARTY CLAIM	27/11/2017	38 898.00
9501121	THIRD PARTY CLAIM	15/11/2017	31 602.00
9501122	THIRD PARTY CLAIM	29/11/2017	44 705.98
9501123	THIRD PARTY CLAIM	2017/07/12	-
9501124	THIRD PARTY CLAIM	16/12/2017	-
9501125	THIRD PARTY CLAIM	2018/08/01	600.00
9501126	THIRD PARTY CLAIM	2016/09/12	37 000.00
9501127	THIRD PARTY CLAIM	2018/02/01	750.00
9501128	THIRD PARTY CLAIM	18/12/2017	177 840.00
9501129	VEHICLE ACCIDENT	29/01/2018	-

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9501130	STORM DAMAGE	17/01/2018	93 780.00
9501131	PLAYGROUND DAMAGE	21/01/2018	63 900.00
9501132	PLAYGROUND DAMAGE	23/01/2018	5 600.00
9501133	PLAYGROUND DAMAGE	18/01/2018	80 844.00
9501134	VEHICLE ACCIDENT	15/01/2018	24 000.00
9501135	CELLPHONE DAMAGE	29/01/2018	3 500.00
9501136	CELLPHONE DAMAGE	23/01/2018	6 300.00
9501137	CELLPHONE DAMAGE	29/01/2018	3 800.00
9501138	THIRD PARTY CLAIM	28/11/2017	4 218.00
9501139	THIRD PARTY CLAIM	2018/05/02	4 550.00
9501140	GEYSER DAMAGE	17/02/2018	-
9501141	THIRD PARTY CLAIM	13/01/2017	94 080.00
9501142	STORM DAMAGE	25/02/2018	-
9501143	PLAYGROUND DAMAGE	13/02/2018	76 850.00
9501144	PLAYGROUND DAMAGE	2018/10/02	-
9501145	THIRD PARTY CLAIM	16/12/2017	1 500.00
9501146	CELLPHONE DAMAGE	16/03/2018	3 200.00
9501147	CELLPHONE DAMAGE	19/03/2018	3 300.00
9501148	CELLPHONE DAMAGE	26/02/2018	2 500.00
9501149	CELLPHONE DAMAGE	26/02/2018	3 300.00
9501150	CELLPHONE DAMAGE	15/02/2018	7 500.00
9501151	CELLPHONE DAMAGE	2018/07/03	1 200.00
9501152	CELLPHONE DAMAGE	2018/12/03	3 500.00
9501153	CELLPHONE DAMAGE	18/03/2018	-
9501154	CELLPHONE DAMAGE	18/03/2018	14 152.00
9501155	CELLPHONE DAMAGE	2018/11/04	7 699.00
9501156	VEHICLE ACCIDENT	2018/11/04	-
9501157	THIRD PARTY CLAIM	23/12/2018	17 500.00
9501158	THIRD PARTY CLAIM	28/04/2018	3 012.00
9501159	CELLPHONE DAMAGE	25/04/2018	8 000.00
9501160	VEHICLE ACCIDENT	2018/07/05	-
9501160	THIRD PARTY CLAIM	2018/07/05	-
9501161	THIRD PARTY CLAIM	15/02/2018	-
9501161	VEHICLE ACCIDENT	15/02/2018	-
9501162	THIRD PARTY CLAIM	29/03/2018	620.00
9501163	THIRD PARTY CLAIM	25/01/2018	-
9501164	THIRD PARTY CLAIM	2018/08/05	10 742.00
9501165	THIRD PARTY CLAIM	16/06/2015	10 000 000.00
9501166	CELLPHONE DAMAGE	2018/07/06	3 700.00
9501167	VEHICLE ACCIDENT	15/11/2017	31 602.00
9501168	THIRD PARTY CLAIM	25/05/2018	-
9501169	THIRD PARTY CLAIM	2018/02/06	65 000.00
9501170	STOLEN PROPERTY	27-29/4/18	2 490.00
9501171	THIRD PARTY CLAIM	2018/05/01	38 521.94
9501172	THIRD PARTY CLAIM	2018/05/07	39 000.00
9501173	THIRD PARTY CLAIM	2018/01/06	15 000.00
9501174	THIRD PARTY CLAIM	2018/08/07	-
9501175	CELLPHONE DAMAGE	2018/06/07	5 939.00
9501176	VEHICLE ACCIDENT	2018/06/28	37 940.00

9501177	VEHICLE ACCIDENT	2018/06/07	42 482.25
9501178	VEHICLE ACCIDENT	2018/05/16	6 938.81
9501179	THIRD PARTY CLAIM	2018/01/01	59 340.00
9501180	LAPTOP STOLEN	2018/07/28	-
9501181	VEHICLE ACCIDENT	2018/03/07	12 500.00
9501182	STOLEN PROPERTY	2018/08/27	-
9501183	STOLEN PROPERTY	2018/04/08	4 542.65
9501184	THIRD PARTY CLAIM	2018/08/14	-
9501185	VEHICLE ACCIDENT	2018/07/24	110 000.00
9501185	THIRD PARTY CLAIM	2018/07/24	-
9501186	VEHICLE ACCIDENT	2017/11/12	22 000.00
9501187	THIRD PARTY CLAIM	2017/08/23	-
9501187	VEHICLE ACCIDENT	2018/09/19	-
9501188	VEHICLE ACCIDENT	2018/09/22	-
9501188	THIRD PARTY CLAIM	2018/09/22	-
9501189	THIRD PARTY CLAIM	2018/09/14	50 000.00
9501189	VEHICLE ACCIDENT	2018/09/14	-
9501190	VEHICLE ACCIDENT	2018/09/21	13 301.33
9501191	VEHICLE ACCIDENT	2018/09/13	67 000.00
9501192	THIRD PARTY CLAIM	2018/03/07	10 000.00
9501193	THIRD PARTY CLAIM	2018/01/10	-
9501193	THIRD PARTY CLAIM	2018/01/10	-
9501194	VEHICLE ACCIDENT	2018/09/24	20 850.00
9501195	VEHICLE ACCIDENT	2018/10/08	-
9501195	THIRD PARTY CLAIM	2018/10/08	-
9501196	CELLPHONE DAMAGE	2018/04/09	7 649.00
9501197	THIRD PARTY CLAIM	2018/09/13	1 700.00
9501198	CELLPHONE DAMAGE	2018/10/15	7 859.00
9501199	CELLPHONE DAMAGE	2018/10/11	7 500.00
9501200	THIRD PARTY CLAIM	2018/08/11	-
9501200	VEHICLE ACCIDENT	2018/08/11	-
9501201	STOLEN PROPERTY	2018/11/16	-
9501202	VEHICLE ACCIDENT	2018/11/12	4 878.30
9501203	THIRD PARTY CLAIM	2018/11/16	400.00
9501204	THIRD PARTY CLAIM	2018/06/16	1 463 500.00
9501205	THIRD PARTY CLAIM	2018/08/22	75 000.00
9501206	THIRD PARTY CLAIM	2018/05/12	16 000.00
9501207	LAPTOP STOLEN	2018/11/13	-
9501208	THIRD PARTY CLAIM	2019/03/01	130 000.00
9501209	THIRD PARTY CLAIM	2019/10/01	7 200.00
9501210	THIRD PARTY CLAIM	2018/07/11	4 600.00
9501211	THIRD PARTY CLAIM	2018/09/10	32 000.00
9501212	VEHICLE ACCIDENT	2019/01/14	-
9501213	THIRD PARTY CLAIM	2018/12/01	24 700.00
9501214	STOLEN PROPERTY	2018/10/07	4 700.00
9501215	STOLEN PROPERTY	2019/01/25	12 000.00
9501216	THIRD PARTY CLAIM	2019/01/30	7 940.00
9501217	THIRD PARTY CLAIM	2019/02/06	480.00

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9501218	THIRD PARTY CLAIM	2019/02/12	3 180.00
9501219	CELLPHONE DAMAGE	2019/02/18	2 200.00
9501220	THIRD PARTY CLAIM	2019/02/22	8 000.00
9501221	THIRD PARTY CLAIM	2019/01/03	580.00
9501222	STOLEN PROPERTY	2019/06/03	18 909.45
9501223	THIRD PARTY CLAIM	2019/03/13	6 020.00
9501224	STORM DAMAGE	2019/03/21	18 000.00
9501225	STORM DAMAGE	2019/03/21	32 000.00
9501226	STORM DAMAGE	2019/03/21	15 558.00
9501227	STORM DAMAGE	2019/03/21	102 000.00
9501228	STORM DAMAGE	2019/03/21	62 000.00
9501229	STORM DAMAGE	2019/03/21	29 000.00
9501230	STORM DAMAGE	2019/03/21	35 000.00
9501231	STORM DAMAGE	2019/03/21	11 953.10
9501232	STORM DAMAGE	2019/03/21	15 233.00
9501233	STORM DAMAGE	2019/03/21	19 090.00
9501234	STORM DAMAGE	2019/03/21	37 105.00
9501235	STORM DAMAGE	2019/03/21	19 015.00
9501236	STORM DAMAGE	2019/03/21	14 870.00
9501237	STORM DAMAGE	2019/03/21	9 200.00
9501238	STORM DAMAGE	2019/03/21	18 000.00
9501239	THIRD PARTY CLAIM	2019/03/31	2 000.00
9501240	THIRD PARTY CLAIM	2019/03/29	2 863.00
9501241	THIRD PARTY CLAIM	2019/04/01	2 866.00
9501242	THIRD PARTY CLAIM	2019/03/19	950.00
9501243	VEHICLE ACCIDENT	2019/04/05	-
9501244	STORM DAMAGE	2019/03/21	157 000.00
9501245	VEHICLE ACCIDENT	2019/03/19	-
9501246	STORM DAMAGE	2019/03/21	225 800.00
9501247	STORM DAMAGE	2019/03/21	-
9501248	STORM DAMAGE	2019/03/21	-
9501249	THIRD PARTY CLAIM	2019/03/22	6 000.00
9501250	STORM DAMAGE	2019/03/21	70 000.00
9501251	STORM DAMAGE	2019/03/21	12 000.00
9501252	STORM DAMAGE	2019/04/12	4 000.00
9501253	VEHICLE ACCIDENT	2019/04/13	-
9501253	THIRD PARTY CLAIM	2019/04/13	-
9501254	THIRD PARTY CLAIM	2019/03/04	550.00
9501255	STOLEN PROPERTY	2019/03/18	-
9501256	STOLEN PROPERTY	2019/03/19	-
9501257	THIRD PARTY CLAIM	2019/03/04	626.75
9501258	VEHICLE ACCIDENT	2019/04/29	-
9501259	CELLPHONE DAMAGE	2019/02/05	-
9501260	THIRD PARTY CLAIM	2019/04/03	12 000.00
9501261	VEHICLE ACCIDENT	2019/04/25	-
9501262	THIRD PARTY CLAIM	2019/05/10	750.00
9501263	VEHICLE ACCIDENT	2019/05/18	-
9501264	THIRD PARTY CLAIM	2019/05/30	-
9501265	THIRD PARTY CLAIM	2019/06/18	-

9501266	THIRD PARTY CLAIM	2019/06/18	-
9501267	CELLPHONE DAMAGE	2019/06/21	-
9501268	CELLPHONE DAMAGE	2019/05/31	-
9501269	VEHICLE ACCIDENT	2019/06/19	-
9501270	THIRD PARTY CLAIM	2019/12/03	117 300.00
9501271	CELLPHONE DAMAGE	2019/06/11	-
9501272	VEHICLE ACCIDENT	2019/07/08	-
9501273	THIRD PARTY CLAIM	2019/07/16	3 500.00
9501274	THIRD PARTY CLAIM	2019/06/08	22 000.00
9501275	THIRD PARTY CLAIM	2019/05/04	10 000.00
9501276	VEHICLE ACCIDENT	2019/07/24	64 000.00
9501276	VEHICLE ACCIDENT	2019/07/24	-
9501277	THIRD PARTY CLAIM	2019/07/20	8 000.00
9501278	CELLPHONE DAMAGE	2019/07/01	-
9501279	STOLEN PROPERTY	2019/07/12	-
9501280	VEHICLE ACCIDENT	2019/07/16	-
9501281	CELLPHONE DAMAGE	2019/07/19	-
9501282	VEHICLE ACCIDENT	2019/07/25	-
9501283	VEHICLE ACCIDENT	2019/07/28	-
9501284	VEHICLE ACCIDENT		-
9501285	VEHICLE ACCIDENT		-
9501286	THIRD PARTY CLAIM	2019/03/31	32 000.00
9501287	VEHICLE ACCIDENT	10/11/09/2019	-
9501288	THIRD PARTY CLAIM	2019/05/29	550.00
9501289	STOLEN PROPERTY	2019/08/05	1 000.00
9501290	VEHICLE ACCIDENT	2018/10/15	7 000.00
9501291	THIRD PARTY CLAIM	2019/10/14	1 200.00
9501292	VEHICLE ACCIDENT	2019/10/21	10 000.00
9501293	VEHICLE ACCIDENT	2019/10/29	-
9501294	THIRD PARTY CLAIM	2019/10/25	12 500.00
9501295	CELLPHONE DAMAGE	NO DATE	18 500.00
9501296	VANDALISIM		198 904.85
9501297	CELLPHONE DAMAGE		-
9501298	PLAYGROUND DAMAGE	43 762.00	-
9501299	THIRD PARTY CLAIM		2 000.00
9501300	LAPTOP STOLEN	2019/11/10	12 000.00
9501301	THIRD PARTY CLAIM	2019/11/11	-
9501302	THIRD PARTY CLAIM	2019/10/22	3 000.00
9501303	CELLPHONE DAMAGE	2019/11/10	4 499.00
9501304	THIRD PARTY CLAIM	2019/08/06	-
9501305	THIRD PARTY CLAIM	2019/10/26	50 000.00
9501305	THIRD PARTY CLAIM	2019/10/26	-
9501306	STOLEN PROPERTY	2019/09/19	-
9501307	CELLPHONE DAMAGE	2019/12/06	-
9501308	VEHICLE ACCIDENT		-
9501309	CELLPHONE DAMAGE	2019/12/05	6 000.00
9501310	VEHICLE ACCIDENT	2019/10/21	-
9501311	THIRD PARTY CLAIM	2019/12/11	17 000.00

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9501312	VEHICLE ACCIDENT	2019/12/09	-
9501313	VEHICLE ACCIDENT	2019/12/04	7 100.00
9501314	THIRD PARTY CLAIM	2019/12/18	-
9501315	THIRD PARTY CLAIM	07/01/2020	950.00
9501316	PROPERTY DAMAGE	2019/12/16	150 000.00
9501317	STOLEN PROPERTY	2019/12/16	-
9501318	STOLEN PROPERTY	04/01/2020	40 000.00
9501319	VEHICLE ACCIDENT	04/01/2020	-
9501320	VEHICLE ACCIDENT	14/01/2020	4 299.64
9501321	PROPERTY DAMAGE	26/01/2020	150 000.00
9501322	VEHICLE ACCIDENT	29/01/2020	-
9501323	CELLPHONE DAMAGE	28/01/2020	-
9501324	CELLPHONE DAMAGE	05/01/2020	-
9501325	STOLEN PROPERTY	08/12/2019	-
9501326	STORM DAMAGE	13/11/2019	70 000.00
9501327	VEHICLE ACCIDENT	26/02/2020	-
9501328	STOLEN PROPERTY	26/01/2020	-
9501329	VEHICLE ACCIDENT	28/02/2020	-
9501330	CELLPHONE DAMAGE	06/03/2020	15 629.00
9501331	THIRD PARTY CLAIM	04/03/2020	650.00
9501332	THIRD PARTY CLAIM	26/01/2020	-
9501333	CELLPHONE DAMAGE		-
9501334	STOLEN PROPERTY	10/03/2020	-

**Note: Where no amount is reflected, the claim was either within access, still in progress or rejected.**

## 19. **ELIGIBILITY CRITERIA**

Bid offers will only be accepted if:

1. A valid Tax Compliance Status Pin and CSD Master Registration Number for verification;
2. The **Form of Offer** and **MBD 1 Form** is completed and signed;
3. Tenderer has met the Local Production and Content and Mandatory requirements;
4. The bid must adhere to Pricing Instructions where the pricing schedule should be completed correctly and signed;
5. The bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 person prohibited from doing business with the public sector;
6. The bidder has not:
  - a. abused the Employer's Supply Chain Management System; or
  - b. failed to perform on any previous contract and has been given a written notice to this effect;
7. The bidder has completed the Declaration of Interest and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;
8. The bidder is registered on the **Central Supplier Database**;
9. The bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached. The statement must not be older than three months from the closing date of this tender. Alternatively, if the tenderer is currently leasing premises and is not responsible for the payment of municipal services, a copy of the Lease Agreement must be attached;
10. A Joint-Venture Agreement or Consortium, where applicable, is submitted with bid;
11. Prospective bidder comply with the requirements of the bid and technical specifications;
12. All returnable schedules are to be completed and all relevant certificates attached where indicated.
13. Bids received from bidders with a non-compliant tax status may be disqualified with failure to update the tax status within 7 days.
14. All returnable schedules are to be completed and all relevant certificates attached where indicated.

**20. SCHEDULE OF SIMILAR WORK EXPERIENCE OF THE BIDDER**

Employer (Name, Tel, Fax, Email)		Contact person (Name, Tel, Fax, Email)		Nature of Work	Value of Work (Incl. Vat)	Date Completed
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if mores space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
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<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

**21. SCHEDULE OF OMISSIONS AND VARIATIONS FROM THE SPECIFICATION**

**(To be completed by the Bidder)**

Tenders will be held to be entirely in accordance with the Department's specification except in the respects stated hereunder and goods will be subject to rejection if it is found on delivery that it does not comply with the prescribed specification.

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If the tender complies with the specification in all respects, the tenderer must state so here:-

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NAME OF TENDERER (IN FULL):

NAME OF PERSON AUTHORISED TO SIGN THIS TENDER (IN FULL):

**NAME OF TENDERER** : \_\_\_\_\_

**SIGNATURE** : \_\_\_\_\_

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

**PLACE** : \_\_\_\_\_

**22. DECLARATION BY BIDDER**

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of \*my / our tender and that I / we elect domicillium citandi et executandi (physical address at which legal proceedings may be instituted) in the Republic at:

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I / We accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfilment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	
<b>Witness 1</b>		<b>Witness 2</b>	