



- 8.4 No kilometres tariffs shall be charged to the municipality if the works/services to be done/delivered are within a 30km distance from base premise to the site and back. The services provider may only claim kilometres in excess of the 30km from base premise to the site and back.
- 8.5 Bidders to cast rates for overtime of workers to be billed or claimed from the municipality for work done during afterhours (Saturdays), Sundays and Public Holidays. This shall be regarded as a "rate only" and shall not be taken into consideration during evaluation.
- 8.6 All call outs logged after 17:00 until 08:00 will be regarded as afterhours.
- 8.7 Service provider will be monitored on its service delivery, in which the service provider will maintain a moderate service level. The municipality reserves the right to cancel the service provider's contract if the service provider fails to uphold the agreement for three consecutive times.

Failure to comply with the minimum conditions/ requirements stated in this tender document shall result in automatic disqualification.

## 9. TERMINATION

- 9.1. Either party may terminate the contract if the other party has become bankrupt or insolvent.
- 9.2. Breede Valley Municipality may terminate the contract if the Contractor is notified that he/she has:
- 9.2.1. Substantially failed to comply with the contract obligations;
- 9.2.2. Substantially hindered the service delivery of Breede Valley Municipality;
- 9.2.3. Failed to stop defaulting within three weeks of the notification;
- 9.2.4. The Service Provider has assigned the Contract to another service provider without the prior approval of the Breede Valley Municipality.
- 9.3 Continued poor performance may be used by the Municipality as grounds to terminate the contract.

## 10. PAYMENT TERMS

- 10.1 Payment shall commence monthly within 30 days on submission of an invoice for the services rendered. The invoice must indicate for which month's services payment is claimed and must reflect the order number. Invoices cannot be certified as correct before the work has been properly performed. That certificate can only take place after the last working day of the month during which the services was rendered, if the service was rendered satisfactorily and the invoice is correct.

## 10. PRICING CONDITIONS

- 10.1. The pricing structure or schedule has been designed for bidders to cast their rates for each individual item, failure to adhere to this requirement shall lead to automatic disqualification.
- 10.2 The pricing structure or schedule has been designed for bidders to cast their prices for supply and fitment of new / retread tyres, tubes, collection of casings and provision of other related services. The pricing structure or schedule has been designed for bidders to cast their rates for each individual item in terms of the services required, which must remain fixed and firm for each year under consideration. Bidders must/ shall indicate their prices for each and every item, failure to adhere to this requirement shall lead to automatic disqualification. The tender will be evaluated and awarded as a whole.
- 10.3. Service providers are urged to take into account all the necessary costs of deliver the goods / service to the client when casting their prices i.e. (administration, telephone, transportation, labour, equipment, etc.). The municipality shall at any given stage during the evaluation of tenders, conduct verification checks in order to ensure that unrealistically low tenders are eliminated not to participate further on price.
- 10.3. Year 1 shall mean the period: from 1 July 2021 (or soon thereafter) until 30 June 2022. Year 2 shall mean 1 July 2022 to 30 June 2023. Year 3 shall mean 1 July 2023 to 30 June 2024.
- 10.4. All prices shall be quoted in South African currency and be INCLUSIVE of ALL APPLICABLE TAXES. However, those bidders who are registered for VAT shall account for VAT at 15% in order to obtain the Grand Total. Those bidders who are NOT registered for VAT may NOT impose VAT to the municipality.



- 10.5. The tender must be valid for 120 (hundred and twenty) days after closing date.
- 10.6. Tender rates must be submitted on the Pricing Schedule. No deviations from the current pricing structure will be permitted.
- 10.7. The total tender amount for year 1 will be used in the evaluation and adjudication of this tender. Bidders must indicate percentage price escalations in accordance with the Consumer Price Index (CPI) for the call out component only. The annual price increase must be equal to CPI per annum as from date of implementation.

Bidders must also indicate percentage price escalations in accordance with the Consumer Price Adjustments (CPA) in terms of the various products/ materials relating to the items in the tender. The price increase must be equal to CPA as from date of implementation supported by the manufacturer's confirmation letter.

The onus will be on the successful bidder to formally communicate any price escalations in advanced (consumer or industry related) prior to the date of implementation. The price escalation needs to be communicated to [jgordon@bvm.gov.za](mailto:jgordon@bvm.gov.za)/ [procurement@bvm.gov.za](mailto:procurement@bvm.gov.za). Failure to communicate the price escalations will be for the account of the bidder and will result in the municipality to continue receiving services at the current rates.

- 10.8 The quantities are an estimation and shall only be used for the purpose of calculating a total in terms of each line item. The municipality is not bound to the quantities in the tender document, hence actual quantities ordered and delivered shall depend on the needs and budget limitations of the municipality. Thus, the municipality reserves the right to amend the quantities at its discretion in order to meet budget limitations

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			