

KZN HEALTH

# **KZN** Health Intranet

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HEALTH FACILITIES

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AdvertQuote

REPUBLIC OF SOUTH AFRICA	Quotation Advert	
Opening Date:	2022-06-06	
Closing Date:	2022-06-23	1
Closing Time:	11:00	
INSTITUTION DETAILS		
Institution Name:	KwaDabeka CHC	٧
Province:	KwaZulu-Natał	
Department or Entity:	Department of Health	
Division or section:	Central Supply Chain Management	
Place where goods / services is required	KwaDabeka CHC	
Date Submitted	2022-06-03	117
ITEM CATEGORY AND DETAILS		
Quotation Number:	ZNQ: 67/22	
Item Category:	Services	~
S.	Maintenance & Cleaning of Gardens & Grounds at KwaDabeka CHC (Three-Months Contract) SIX MONTHS  NB: All documents to be hand delivered into the Tender Box Only	
Quantity (if supplies)	Three months	
COMPULSORY BRIEFING SESSION	/ SITE VISIT	
Select Type:	Compulsory Briefing Session	~
Date:	2022-06-09	11
Time:	10H00	
Venue:	KwaDabeka CHC next to Stores Department	
		site
QUOTES CAN BE COLLECTED FROM:	04 Khululeka Drive, KwaDabeka Township & downloadable on the web	
QUOTES CAN BE COLLECTED FROM: QUOTES SHOULD BE DELIVERED TO:	04 Khululeka Drive, KwaDabeka Township & downloadable on the web 04 Khululeka Drive, KwaDabeka Township - Tender Box Only	
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QUOTES SHOULD BE DELIVERED TO: ENQUIRIES REGARDING THE ADVE	04 Khululeka Drive, KwaDabeka Township - Tender Box Only ERT MAY BE DIRECTED TO:	
QUOTES SHOULD BE DELIVERED TO:  ENQUIRIES REGARDING THE ADVE Name:	04 Khululeka Drive, KwaDabeka Township - Tender Box Only RT MAY BE DIRECTED TO: Simphiwe Mthiyane	
QUOTES SHOULD BE DELIVERED TO:  ENQUIRIES REGARDING THE ADVE  Name:  Email:	04 Khululeka Drive, KwaDabeka Township - Tender Box Only ERT MAY BE DIRECTED TO: Simphiwe Mthiyane Simphiwe.Mthiyane@kznhealth.gov.za	

#### STANDARD QUOTE DOCUMENTATION OVER R30 000.00

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OFFICIAL F	PRICE PAGE	FOR QUOTATIONS OVER	R30 000	QUOTE N	JMBER: 67/22		
DESCRIPTI	ION: Mainte	enance & Cleaning of (	Gardens & Grou	ınds at KwaDabel	a CHC		
SIGNATUR [By signing	E OF BIDDEF	R	and conditions]	DA	TE		***************************************
Item No Quantity Description Brand & Country						Price	
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	Months	at KwaDabeka CHC					
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		hiwe Mthiyane <sub>Tel</sub> : 03		Contact David Mrei	C.S. Ngcongo <sub>Tel</sub>	031 714	3712
E-Mail Add	ress, Simph	iwe.Mthiyane@kznheal	tn.gov.za	Contact Person!!	Entire Leit	unioni della	

# SPECIFICATION FOR MAINTENANCE AND CLEANING OF GARDENS AND GROUNDS

# 1. Scope of Work

## Areas of responsibility are as follows:

- 1.1 Garden maintenance of all garden areas within defined property area
- 1.2 Mowing of all grassed areas including nature strips at the property
- 1.3 Rubbish and debris to be removed from all areas within property
- 1.4 Sweeping/blowing of all pathways, ground gutters & driveways of all refuse following completion of cutting areas within property
- 1.5 Trimming and pruning of trees including trees/shrubs within the branch and those overhanging any pedestrian path or walkway according to Council regulations.
- 1.6 Removal and replacement of fallen/dead trees/shrubs/plants within property (as requested and quoted)
- 1.7 Weeds are to be removed from all areas within the property and weed control to be maintained
- 1.8 Contractor to submit Job Safety Analyses sheets and Material Safety Data Sheets for all works.
- 1.9 All garden refuse to be removed from site on a weekly basis in line with the accepted waste Management practises.

### Weed Definition

Any plant that is unwanted, non-native, or classed as a noxious weed is to be removed and disposed of.

# 2. SPECIFICATIONS

### Grassed area Maintenance

- 2.1 Prior to moving all grassed areas are to be cleared of paper, rubbish, large stones, tree branches and other obstacles.
- 2.2 All grassed areas including nature strips adjoining the property are to receive the attention required on each scheduled visit.
- 2.3 Grass & weeds are to cut to a height considered normal for grassed areas or as directed (approx 50 70mm). Height of grass and weeds are not to exceed 150mm.
- 2.4 Lawn edges to buildings, paths, fences or other structures and garden beds are to be trimmed and to the level with the adjacent mowed area.
- 2.5 Edges shall be trimmed to reveal the edge of the path, kerb and fence lines.
- 2.6 Grass around trees and shrubs in lawn area to be trimmed to the butt of the tree or shrub.
- 2.7 At these locations (with approval) spraying of herbicides may be used to control the grass, particular care to be taken not to ring bark and tree or bush.
- 2.8 Pathways, ground gutters and gutters are to be swept/blown clean after the completion of mowing.
- 2.9 All grassed areas to be mowed in accordance with relevant Job Safety Analysis where required.
- 2.10 Any recommendations for improvements to property lawn/grassed areas are to be discussed with relevant site manager.

# Garden Bed Maintenance (Gardening and Weeding)

- 2.11 Garden beds are to be kept in a well presented, neat fashion
- 2.12 Weeds and suckers are to be removed from all garden beds, ground gutters, car parks and other areas within property area.
- 2.13 All shrubs/bushes/plants are to be pruned and shaped where required with relevant Job Safety Analysis.
- 2.14 All rubbish within garden beds is to be removed and taken off site

### Tree Work (Other than that in the regular garden maintenance)

2.15 Tree branches are to be trimmed to provide a vertical clearance from the drive way and car parking surfaces of 4 metres (unless otherwise specified for special requirements)

- 2.16 Trees and shrubs are to be pruned to a height of 4 metres to avoid interference to pedestrians, cars, cyclists and vehicles
- 2.17 Corridor clearance at entry/exit to site / property to be maintained for the safety of pedestrians / vehicle traffic.
- 2.18 Fallen trees, shrubs and dead foliage are to be cut out and removed as requested by the institution. Upon removal of shrubs, replacement works are to be put in place with the agreement of institution
- 2.19 All mature & juvenile trees are to be pruned in accordance with relevant Job Safety Analysis' (As per your JSA's regarding safe use of chainsaws, chippers, etc.) and environmental standards.
- 2.20 Trained personnel to carry out advanced tree works at the request of Institution.

## Car park / Pathway Maintenance

- 2.22 All rubbish is to be removed and taken off site
- 2.23 Leaves and rubbish that have accumulated against buildings, walls, pathways, drains shall be picked up and removed.
- 2.24 Weed control is to be established through the use of herbicides in all car park/pathway areas (as per the JSA)
- 2.25 Poison application will adhere to all department of primary industry standards
- 2.26 Ivy control in problem areas (fences etc) is to be dealt with accordingly.
- 2.27 At completion of works, all areas are to be cleaned of garden refuse to ensure areas are free of leaf litter, grass, dirt, etc.
- 2.28 Monthly inspections of drains/pits/gutters/etc are to be performed with each maintenance visit and reported on when work is required, as excess build up of leaves and twigs can impede water flow.
- 2.29 When necessary, areas are to be serviced and cleaned as agreed upon by Institution.

# Mulching

- 2.30 The Contractor is to maintain all mulched areas within the property, using general bush mulch.
- 2.31 Mulch is to be kept to a level of 50 75mm with regular turning to keep mulch aerated (every 2nd

visit).

2.32 Mulch top-ups to be applied every 6 months to establish appropriate levels.

### Site Clean-up

- 2.33 During the course of the works the Contractor shall keep the site in a clean and safe condition.
- 2.34 The contractor is directly responsible to ensure the work site/area is kept neat at all times and must be totally cleaned up on completion of the works by the contractor.
- 2,35 The contractor will be recalled to carry out a clean-up at the contractors' cost and time if found otherwise.

## Perimeter fence

- 2.36 The interior area around perimeter must be cleared of alien vegetation; weeds and vines growing on mesh fencing must be poisoned and removed.
- 2.37. 1 metre inside and outside area around perimeter fence must be kept clear as stipulated by the institution

# Site Improvements and Periodical Replanting Works

The Contractor will provide from time to time recommendations on improving the site's garden beds, lawn/grass areas and what else will improve the property appearance.

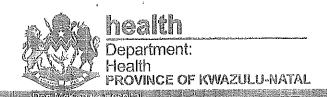
## SAFETY

### **OH&S** Requirements

# 2.41 MACHINERY AND MANNING REQUIREMENTS

The company must itemise the machinery/other equipment that their company will utilise at the Institution to successfully execute the contract and service record of such machinery must be supplied by the service provider to the institution/facility.

MACHINERY/EQUIPMENT	QUANTITY
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	NON-AMERICAN CONTRACTOR CONTRACTO
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Private Beg Xi 006 Bothe's Hill 3660 .
Tel 03n 77771/35 Fax 031 7771/71/ Emelligleria zanjiše@kzihlealth.gov.za

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SPECIFICATION - MAINTENANCE OF GARDEN AND GROUNDS

SIX

PERIOD OF CONTRACT - THREE TO SIX MONTHS

WONTHS 03/06/2022

1. LAWNS:

Lawns to be kept free of weeds

- Lawns/grass patches to be cut once a week in the summer months
- Lawns to be kept at a length of not more than 3cm above the ground
- All edges to be kept trimmed and uniform
- Grounds to be kept free of general litter

# 2. FLOWER BEDS AND SHRUBS:

- These are to be kept free of weeds, grass and litter
- Borders to be trimmed and kept neat
- Flower/shrub beds to be turned once a month.

# 3. TREES:

- All dead branches to be removed that are two meters from ground level
- All areas surrounding the trees to be kept free of leaves
- Branches where they constitute a danger to the public/department staff must be kept above eye level

## 4. HEDGES:

To be kept cut at a uniform height

# 5. CONCRETE, TARRED, PAVED AREAS: (ROADS, PARKING AREAS)

- To be kept clean
- To be kept free of weeds and grass by means of spraying with suitable weed killer

# 6. GULLEYS, DRAINS AND GUTTERS:

- These are to be kept clean, free of leaves, grass and general litter
- 7. All garden refuse to be removed from site on a weekly basis
- 8. General litter must be collected on a daily basis to the green wheely bins
- 9. Leaves must not be allowed to accumulate rake up and remove them
- 10. Grass must be cut twice in a month covering the whole premises.

# 11. <u>HOURS OF ATTENDANCE: PERSONNEL REQUIRED AND DAYS OF THE WEEK</u>

2x Personnel required for clinic Monday, Tuesday, Wednesday, Thursday, Friday 07H00 - 16H00

# 12. SPECIAL CONDITIONS:

- Supply Full protective clothing
- Garden tools and equipment including
  - 2 x industrial brush cutter
  - 4 x plastic rakes
  - 1 x hedge trimmer
  - 1 x blower
  - Bags for collecting garden waste
  - Spades, brooms, bags to remove garden waste
  - Slashers, bush knives, wheel barrows, petrol, oil and other materials.
- Transport to remove garden waste for disposal
- Proof of training provided in the use of machinery and equipment
- Proof of medical surveillance for workers-yearly
- Must provide safety demarcation signs
- Proof of registration with Workmen's Compensation
- Proof of registration with Bargaining Council
- Provide first aid kit for workers
- Damage to property due to grass cutting will be compensated by the company
- One firefighting equipment to be provided
- Site inspection on a regular basis at least twice a week

The site meeting is compulsory, please inform us if you need a permit to be faxed to you.

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DATE:

### **BIDDER'S DISCLOSURE**

### 1. PURPOSE OF THE FORM

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

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

### 2. BIDDER'S DECLARATION

- 2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

  YES/NO
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise in table below

Full Name	Identity Number	Name of State Institution

2.2.	Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procur YES/N	-
2.2.1.	If so, furnish particulars:	
2.3.	Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a contro the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?	lling interest in YES/NO

2.3.1. If so, furnish particulars: .....

### 3. DECLARATION

- 3.1. I have read and I understand the contents of this disclosure;
- 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

	·		
Name of Bidder	Signature	Position	Date

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

<sup>2</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.

### 1. AMENDMENT OF CONTRACT

1.1. Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties.

### 2. CHANGE OF ADDRESS

2.1. Bidders must advise the Department of Health (institution where the offer was submitted) should their address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

### 3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

- 3.1. The Department is under no obligation to accept the lowest or any quote.
- 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices, in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.
- 3.3. ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.
- The price quoted must include VAT (if VAT vendor).
- 3.5. Should a bidder become a VAT vendor after award or during the implementation of a contract, they may not request the VAT percentage from the Department as the service provider made an offer during the period they were not registered as a VAT vendor. The Department is only liable for any VAT from registered VAT vendors as originally stated on the guotation document.
- 3.6. The bidder must ensure the correctness & validity of the quotation:
  - (i) that the price(s), rate(s) quoted cover all for the work/item (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk
  - (ii) it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.
- 3.7. The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of this contract.
- 3.8. This quotation will be evaluated based on the, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.
- 3.9. Offers must comply strictly with the specification.
- 3.10. Only offers that meet or are greater than the specification will be considered.
- 3.11. Late offers will not be considered.
- 3.12. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.13. Used/ second-hand products will not be accepted.
- 3.14. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
- 3.15. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.16. Only firm prices will be accepted. Such prices must remain firm for the contract period. Non-firm prices (including rates of exchange variations) will not be considered.
- 3.17. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.18. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 3.20. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.

### 4. SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF THIS QUOTATION.

- 4.1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
- 4.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- 4.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 4.4. Quotations submitted must be complete in all respects. However, where it is identified that information in a bidder's response, which does not affect the price, is incomplete in any respect, the said supplier meets all specification requirements and offers the lowest price, the Department reserves the right to request the bidder to complete/ submit such information.
- 4.5. Any alteration made by the bidder must be initialled; failure to do so may render the response invalid.
- 4.6. Use of correcting fluid is prohibited and may render the response invalid.
- 4.7. Quotations will be opened in public as soon as practicable after the closing time of quotation.
- 4.8. Where practical, prices are made public at the time of opening quotations.
- 4.9. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
- 4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfil their obligation.

### 5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

- 5.1. Quotation shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the quotation documents.
- 5.2. Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the quotation number and closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with, such quotations/bids may be rejected as being invalid.
- 5.3. All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation/bid number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.
- 5.4. A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.
- 5.5. No quotation/bid sent through the post will be considered if it is received after the closing date and time stipulated in the quotation documentation, and proof of posting will not be accepted as proof of delivery.
- 5.6. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.

### 6. SAMPLES

- 6.1. In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples should be provided to the institution. (This decreases the time of safety and storage risk that may be incurred by the respective institution). The bidders sample will be retained if such bidder wins the contract.
- (i) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
- (ii) If samples are not collected within two months of close of quote the institution reserves the right to dispose of them at their discretion.
- 6.2. Samples must be made available when requested in writing or if stipulated on the document.
- (i) If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All testing will be for the account of the bidder.

### 7. COMPULSORY SITE INSPECTION / BRIEFING SESSION

7.1.	Bidders who fail to attend the compulsory meeting will be disqua	alified from the e	valuation process.
(i)	The institution has determined that a compulsory site meeting	will	take place
(ii)	Date 09 /06 /2022 Time 10 ,00 Place	KwaDabeka	ı CHC
Instit	ution Stamp:	Institution Site	Inspection / briefing session Official
		Full Name:	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
		Signature:	
		Date:	

### 8. STATEMENT OF SUPPLIES AND SERVICES

8.1. The contractor shall, when requested to do so, furnish particulars of supplies delivered or services executed. If he/she fails to do so, the Department may, without prejudice to any other rights which it may have, institute inquiries at the expense of the contractor to obtain the required particulars.

### 9. TAX COMPLIANCE REQUIREMENTS

- 9.1. In the event that the tax compliance status has failed on CSD, it is the suppliers' responsibility to provide a SARS pin in order for the institution to validate the tax compliance status of the supplier.
- 9.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

### 10. TAX INVOICE

- 10.1. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
- (i) the name, address and registration number of the supplier;
- (ii) the name and address of the recipient;
- (iii) an individual serialized number and the date upon which the tax invoice is issued:
- (iv) a description and quantity or volume of the goods or services supplied;
- (v) the official department order number issued to the supplier;
- (vi) the value of the supply, the amount of tax charged;
- (vii) the words tax invoice in a prominent place.

### 11. PATENT RIGHTS

The supplier shall indemnify the KZN Department of Health (hereafter known as 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.

## 12. PENALTIES

- 12.1. If at any time during the contract period, the service provider is unable to perform in a timely manner, the service provider must notify the institution in writing/email of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance.
- 12.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.
- 12.3. Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. The service provider's performance should be captured on the service provider database in order to determine whether or not the service provider should be awarded any contracts in the future.
- 12.4. If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.

### 13. TERMINATION FOR DEFAULT

- 13.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,
- (ii) if the supplier fails to perform any other obligation(s) under the contract; or
- (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 13.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services.
- 13.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 14. THE DEPARTMENT RESERVES THE RIGHT TO DISQUALIFY ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.