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AdvertQuote

HEALTH REPUBLIC OF SOUTH AFRICA	Quotation Advert	
Opening Date:	2022-06-01	
Closing Date:	2022-06-14	***
Closing Time:	11:00	
INSTITUTION DETAILS		
Institution Name:	Clairwood hospital	I⊽
Province:	KwaZulu-Natal	_
Department or Entity:	Department of Health	
Division or section:	Central Supply Chain Management	
Place where goods / services is required	CLAIRWOOD HOSPITAL	
Date Submitted	2022-06-01	
ITEM CATEGORY AND DETAILS		
Quotation Number:	ZNQ: clw/0058/22/23	
tem Category:	Goods	▽
Item Description:	CARPENTRY MATERIAL	
Quantity (if supplies)	AS PER LIST	
COMPULSORY BRIEFING SESSION /	SITE VISIT	
Select Type:	Not Applicable	
Date :		
Time:		
Venue:		
QUOTES CAN BE COLLECTED FROM:	WEBSITE	
QUOTES SHOULD BE DELIVERED TO:	CLAIRWOOD HOSPITAL ON TENDER BOX	
ENQUIRIES REGARDING THE ADVE	RT MAY BE DIRECTED TO:	
Name;	MBALI MGOZA	
Email:	mercy.mgoza@kznhealth.gov.za	
Contact Number: 031 451 5114/5091		
Finance Manager Name:	Mrs S.G.Mkhize	
Finance Manager Signature:	(24/)	

STANDARD QUOTE DOCUMENTATION OVER R30 000.00				
YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: CLAIRWOOD HOSPITAL				
DATE ADVERTISED: 01 JUNE 2022 CLOSING DATE: 14 JUNE 2022 CLOSING TIME: 11:00				
FACSIMILE NUMBER: 0314601992 E-MAIL ADDRESS:				
PHYSICAL ADDRESS: CLAIRWOOD HOSPITAL 1 HIGGINSON HIGHWAY MOBENI 4060				
QUOTE NUMBER: CLW/0058/22/23				
DESCRIPTION: CARPENTRY MATERIAL				
CONTRACT PERIOD				
CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO.				
UNIQUE REGISTRATION REFERENCE				
DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS) 1 HIGGINSON HIGHWAY MOBENI 4060				
Bidders should ensure that quotes are delivered timeously to the correct address. If the quote is late, it will not be accepted for consideration.				
The quote box is open from 08:00 to 15:30.				
QUOTATIONS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RETYPED)				
THIS QUOTE IS SUBJECT TO THE FOLLOWING EVALUATION PROCESS				
QUOTATIONS WILL BE EVALUATED FOR COMPLIANCE TO ADMINISTRATIVE AND SPECIFICATION REQUIREMENTS INCLUDING BUT NOT LIMITED TO BIDDER'S DISCLOSURE, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF				
APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.				
⇒ PROPOSALS MAY ALSO BE EVALUATED ON FUNCTIONALITY IF APPLICABLE AND STATED IN THIS DOCUMENT.				
■ QUALIFYING PROPOSALS WILL THEN BE EVALUATED ON PRICE ONLY				
THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR QUOTE BEING DISQUALIFIED)				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER CODENUMBER FACSIMILE NUMBER CODENUMBER				
CELLPHONE NUMBER				
E-MAIL ADDRESS				

VAT REGISTRATION NUMBER (If VAT vendor)

		FOR QUOTATIONS OVER R				IBER: CLW/005		
DESCRIPTI	ON: CARP	ENTRY MATERIAL						
SIGNATURI [By signing t	E OF BIDDEF this document	R	nd conditions]		DATE			
Itaaa Na	Overethe	Becaution			Brand &	Country of	Price	
Item No	Quantity	Description			model	manufacture	R	C
		CARPENTRY MATERIAL		_				
01	01	HEAVY DUTY POP GUN						
02	1000	DRY WALL SCREW		_				
03	500	RIVETS						
				0				
04	5	RHINO BOARD					_	
L	 							_
05	5	WHITE MELAMINE BOAR						+
06	4	MESONITE		_				
06	+	WESONTE						
07	5LT	WATERPROOF AND MEMBRANE			_			
08	100	NAIL-IN ANCHOR						
	18						_	_
09	200	CABINET MINGES						
							- -	_
10	200	PLASTIC REYTAG VARIO	US COLOUR_	_			_	+-
	24	DOUBLE TAB BOLL				<u> </u>		
11	01	DOUBLE TAP ROLL STANLEY TAPE MEASUR			 	 		+
13	06	INTERIOR DOOR AND FR			 		+-	
14	04	DOUBLE DOOR EXTERIO		RAMES		-		_
15	01	CLAW HAMMER		-				
VALUE A	DDED TAX	15% (Only if VAT Vendor)	•					
TOTAL O	UOTATION F	PRICE (VALIDITY PERIOD 60	Days)					
	0" 0 1	14141 TI - 0 10 1 - 0	Deep Th	n Adiala Can	form To The C	.A.N.S. / S.A.B.S. Spe	cification?	
Does This		With The Specification?			, e.g., <i>1day, 1</i> v		CIRCALIOTT	
is the rite	C :		Otate De		,,			
Enquiries	s regarding t	ne <u>quote</u> may be directed to	 -	Enquiries	regarding tec	hnical information m	ay be direct	ed to:
Contact F	Person:	ALI MGOZA Tel: 031	70	Contact P	erson: O CE	LETe	031451	5078
E-Mail Ad	idress <mark>: .merc</mark>	y.mgoza@kznhealth.gov	.za	Contact		, ,		



END-USER SPECIFICATION FORM

Quote Number:

CINIOSEISSISSISS

Item Description

CARPENTRY MATERIAL

Department/Section:

MAINTENANCE

Purpose of Item: Renovation

Pre-qualification criteria if any:

	1.1. Is the item require No:Yes	d to have a regulatory body	certification (e	e.g. SABS, SANS, SANA	S, ISO, CIDB, etc.)? Yes /
	Regulatory Body / certific	cation required if Yes:	SABS		
	1.2 le a compulsory s	ite inspection / briefing sess	ion required?	Yes / No	
	if Yes, specify: Date	_//Time:	Place	NO	
	if Yes, specify:	n and content part of the quo	YES		
		tion 4(1)(a) of the PPPFA Reg		if applicable? Yes / No	
	if Yes, specify:				
	1.5. Liability Cover ins	surance? Yes / No			
	if Yes, specify:	NO		<u>R</u>	
2.	What is the specificati specifications to be adve	ion of the required item?		Commen	t
1.	Supply of Carpentry Ma				
2.	Cappi, or Carporal,				
3.					
4.					
5.	7				
6.					
7.					
8.	AC DED ATTACHED C	PECIFICATION			
9.	AS PER ATTACHED S	SPECIFICATION	·		
10.					
11. 12.					
13.					
14.	 				
15.					
16.					
3.	Does a sample need t 3.1. Deadline for subm	to be submitted? Yes / No(se ission if Yes: Date	lect option 3.1 o	or 3.2) Yes : Place	
or	or 3.2. Specify that samples must be made available when requested in writing. Yes or No				
4.	Penalties to be noted	by the suppliers:		orform the consisce within	in the period(s) enerified in the
	4.1. If the supplier fail	is to deliver any or all of the	goods or to p	enoin the services with	in the period(s) specified in the leduct from the contract price,
	contract, the purch	m calculated on the delivered	d price of the c	lelayed goods or unperfo	rmed services using the current
	prime interest rate	calculated for each day of the	delay until actu	ual delivery or performanc	e.
	What is the evaluation	criteria / special terms and	conditions to	he advertised?	
5.	evaluation criteria / spec	cial terms and conditions to be	advertised (if a	pplicable)	
	·			*	20000
	me of End-user (in full)	5. SHULLE		of SCM Rep (in full)	Di Kania.
Des	signation / Rank (in full)	AMISAN Forena		nation/ Rank (in full)	180
Sig	nature	184	Signat	:ure	The state of the s
Dat		30/05/2022	Date		30/00/2020
Sta	ndard End-User Specific	ation Form			/ Page 1 of 2

CARPENTRY

	ITERMS	<u>DESCRIPTION</u>	COLOR	QUANTITY
1.	HEAVY DUTY POP GUN	Material: Professional- standard aluminium and steel construction	ORANGE / ANY COLOR	ONE
		Setting capacity: all rivets up to 1/4" (6.4 mm) body diameter including high strength		
		Includes nosepieces for 1/8" (3.2 mm), 5/32" (4.0 mm), 3/16" (4.8 mm), 6.0 mm, and 1/4" (6.4 mm) rivets		
		Includes nosepiece wrench that doubles as a lever lock		
2.	DRY WALL SCREWS	size 6 x 30mm	black	1000
3.	RIVETS	SIZE 4.8 X 12	Silver	500
		dome aluminum		
4.	RHINO BOARD	Plasterboard Drywall		5
		Moisture Resistant 12mm x 1.2m x 3m		
		A tapered edge plasters board that allows for a		
Į		smooth finish wall that has added moisture resistant		
		capabilities.	70	!
5.	WHITE MELIMINE	size 2750mm x 1830mm	WHITE	-5
	BOARD	thickness 16mm		
		Durable finish		
		Easy to clean and food safe		
		Stain and moisture resistant	ü	
6.	MESONITE	size 2440mm x 1220mm x 3.2mm	brown and white	4

r			
7. Waterproofed membrane	Pure acrylic waterproofing paint that utilizes reinforcing	grass green	5 liters
	fibre particles to form a		
	thick, strong and flexible		
	waterproof coating.		
	waterproof coating.		
	Flexible, reinforcing		
	waterproofing mesh		
	membrane.		
	12 years guarantee.		
8. Nail-in anchor	Securing medium to light	White	500
or real in anonor	weight fixings in concrete,	VVIIICE	300
×	concrete blocks, full and half		
	brick surfaces.		
9. Cabinet Hinges	Soft Close Hinges for door	silver	200
	cabinet doors hydraulic		
	kitchen cabinet hinges self-		
	closing door hinge		
	four wholes		
	90 degrees		
10. Plastic key tags	material – plastic	Turquoise, Green,	200
various color		Purple, White,	
W	size- 50mm x 22mm	Black, Pink, Blue,	
	Each key tag includes a	Red, Yellow,	
	18mm split ring.	Orange	
	Tolling Shirt mig.		
	it must have a labelling paper		
	with clear plastic cover	E	<u></u>
	n "		
11. Double tape / two	double tape Mounting and	Blue/White or any	1
way tape	Hanging –	colour	
	Blue/White (11m x 18mm x		
	195mm)		
12 Tano	Emarkan		
12. Tape measure	5meter		1 .
	power Locke		
	BLADE LENGTH - 5000mm		
	ACCURACY STANDARD		
	ACCURACY STANDARD -		

	Class 2		y .
	UNIT OF MEASUREMENT - Metric		
	CASING MATERIAL - Chrome ABS		
	BLADE MATERIAL - Steel BLADE COATING - Mylar Can be used vertically as a plumb bob, weight and style combination. Rubber over moulded case for strength and better grip. High impact ABS case for durability.		
	GUARANTEE - Lifetime		
13. Interior Door and	solid door	brown	6
frames	material- meranti		
	size – 2000mm x 810mm (standard size)		
14. Double Doors	Size – Dimension: 1610 x	brown	4
exterior and door frames	2032 x 40mm Meranti Door		
15. Claw hammer	Grip 500g Claw	yellow and black	
	Hammer Steel Handle with		. 1
	rubber		
	Octagonal neck.	98	
	Forged carbon steel head hardened and fully polished.		
	2-tone soft plastic grip		

1 1500

	E	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 hereunder.			
	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 . 2.1.	BIDDER'S DECLARATION Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest ¹ in the enterprise, employed by the state? YES/NO			
2.1.1	If so, furnish particulars of the names, individudirectors / trustees / shareholders / members/ p	al identity numbers, and, if applicate artners or any person having a cor	ble, state employee numbers of sole proprietor/ atrolling interest in the enterprise, in table below.	
	Full Name	Identity Number	Name of State Institution	
	1 dil Name			
2.2.			son who is employed by the procuring institution? YES/NO	
2.2.1.	If so, furnish particulars:			
2.3.	the enterprise have any interest in any other re	lated enterprise whether or not the		
2.3.1.	If so, furnish particulars:		**********	
3.	DECLARATION			
	I, the undersigned,(name) make the following statements that I certify to I	pe true and complete in every respo	in submitting the accompanying bid, do hereby ect:	
3.1.	I have read and I understand the contents of the	nis disclosure:		
3.2.	Lynderstand that the accompanying hid will be disqualified if this disclosure is found not to be true and complete in every respect;			
3.3.	The hidder has arrived at the accompanying hid independently from, and without consultation, communication, agreement or			
Ų.u.	arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be constitued			
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,			
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			
3.7.	terms of reference for this bid. 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			

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.

	ature Position	Date
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applicable legislation.

¹ 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.

² 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.

GENERAL CONDITIONS OF CONTRACT

1. AMENDMENT OF CONTRACT

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. 1.1.

2. CHANGE OF ADDRESS

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

3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

The Department is under no obligation to accept the lowest or any quote. 3.1.

- The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are 3.2. 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.
- ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS 3.3. QUOTATION.

The price quoted must include VAT (if VAT vendor). 3.4.

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 quotation document.

The bidder must ensure the correctness & validity of the quotation: 3.6.

(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.

- The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this 3.7. agreement, as the Principal (s) liable for the due fulfilment of this contract.
- This quotation will be evaluated based on the, specification, correctness of information and/or functionality criteria. All required 3.8. documentation must be completed in full and submitted.

Offers must comply strictly with the specification. 3.9.

3.10. Only offers that meet or are greater than the specification will be considered.

3.11. Late offers will not be considered.

Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months. 3.12.

Used/ second-hand products will not be accepted. 3.13.

A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered. 3.14.

All delivery costs must be included in the quoted price for delivery at the prescribed destination. 3.15.

- 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.
- In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point. 3.17.
- in the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.

Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.

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.

- Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words 4.1. importing the masculine gender shall include the feminine and the neuter.
- Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation 4.2. may be used, but an original signature must appear on such photocopies.

The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated. 4.3.

- Quotations submitted must be complete in all respects. However, where it is identified that information in a bidder's response, which does 4.4. 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.
- Any alteration made by the bidder must be initialled; failure to do so may render the response invalid. 4.5.

Use of correcting fluid is prohibited and may render the response invalid. 4.6.

Quotations will be opened in public as soon as practicable after the closing time of quotation. 4.7.

Where practical, prices are made public at the time of opening quotations. 4.8.

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. 4.9. 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

Quotation shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the 5.1. directives in the quotation documents.

Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed 5.2. 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.

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.

A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing 5.4. date and time of quotation will be considered.

No quotation/bid sent through the post will be considered if it is received after the closing date and time stipulated in the quotation 5.5. documentation, and proof of posting will not be accepted as proof of delivery.

Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid. 5.6.

6. SAMPLES

- In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples should 6.1. 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.
- If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
- If samples are not collected within two months of close of quote the institution reserves the right to dispose of them at their discretion. (ii)
- Samples must be made available when requested in writing or if stipulated on the document. 6.2.
- 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. (i)	Bidders who fail to attend the compulsory meeting will be disqual The institution has determined that a compulsory site meeting	alified from the evaluation process. take place
(ii)	Date Time: Place _	
Institu	ution Stamp:	Institution Site Inspection / briefing session Official
		Full Name:
		Signature:
		Date:

STATEMENT OF SUPPLIES AND SERVICES

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 8.1. required particulars.

9. TAX COMPLIANCE REQUIREMENTS

- 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.
- In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, the quote 9.2. 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
- 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.