BID NUMBER: ACSR114/2019  VALIDITY PERIOD: 90 DAYS
CLOSING TIME: 11:00  CLOSING DATE:  04 OCTOBER 2019

SUBJECT- ESTABLISHMENT OF A PANEL OF PRE-QUALIFIED SERVICE PROVIDERS FOR THE DESIGN, MANUFACTURING, DELIVERING AND INSTALLATION OF LIBRARY FURNITURE FOR A PERIOD OF THREE (3) YEARS

1 You are invited to submit a bid for establishment of a panel of pre-qualified service providers for the design, manufacturing, delivering and installation of library furniture for a period of three (3) years.

2 The conditions contained in the General Conditions of Contract (GCC), the attached Terms of Reference, any other conditions accompanying the bid document and the conditions in the advertisement of this bid are applicable.

3 The work procedure the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract.

4 Bid validity period is a period of 90 days.

5 No late, faxed and emailed bids will be considered. Bids received after the closing date and time at the address indicated in the bid documents, will not be accepted for consideration.

6 It is imperative that the bid document be read carefully, completed in full and be signed. Queries can be directed to Ms. Nobandile Madwanya: 018 388 3753 (Supply Chain) or Ms Rosa de Klerk: 018 388 3964/65 (for specifications)

6 The Department is not bound to accept any of the bids submitted and reserves the right to call for presentations from shortlisted bidders before final selection.
8. A non-refundable fee of R500.00 (cash) is payable for this document at office No. 30, contact details: 018 388 2663- Gaabomothen Building. The non-refundable fee does not apply to service providers who can download tender documents on the e-tender publication portal website

9. All the documents accompanying this invitation to bid must be completed in detail and signed where applicable, be sealed in an envelope and be deposited in the bid box before the closing date and time. The bid box is situated at 760 DR JAMES MOROKA DRIVE, GAABOMOTH BUILDING, DEPARTMENT OF ARTS, CULTURE, SPORT & RECREATION, MMABATHO 2735.

SPECIAL CONDITIONS

(i) The Department of Arts, Culture, Sport and Recreation does not guarantee that the successful bidder will receive any extra work during the execution of this project.

(ii) All prospective bidders (s) shall have to treat all available data provided by the department in the process as strictly confidential and not for any form of distribution or use unless an express written approval is obtained in advance from the Head of the Department.

(iii) Should the Department of Arts, Culture, Sport and Recreation find out that the company/entity has misled it with regard to information submitted, that may unfairly advantage the company/entity with regard to the evaluation of the company/entity, the Department reserves the right to take whatever action it deems fit that is within the law.
BID NUMBER: ACSR114/2019

SUBJECT- ESTABLISHMENT OF A PANEL OF PRE-QUALIFIED SERVICE PROVIDERS FOR THE DESIGN, MANUFACTURING, DELIVERING AND INSTALLATION OF LIBRARY FURNITURE FOR A PERIOD OF THREE (3) YEARS

NON- COMPULSORY BRIEFING SESSION

ALL BIDDERS MUST KINDLY NOTE THAT THE BRIEFING SESSION WILL BE HELD ON:

DATE : 26 September 2019
TIME : 10:00
VENUE : Provincial Archives Auditorium (Cnr University Drive & Dr Albert Luthuli Drive)

Bidders are requested to be seated at 09:45

FOR FURTHER INFORMATION:-

ENQUIRIES : NOBANDILE MADWANYA
TEL : 018 388 3753

NB/ Bidders must obtain a copy of the bid document before attending the briefing session
INVITATION TO BID

ESTABLISHMENT OF A PANEL OF
PRE-QUALIFIED SERVICE
PROVIDERS FOR THE DESIGN,
MANUFACTURING, DELIVERING AND
INSTALLATION OF LIBRARY
FURNITURE FOR A PERIOD OF
THREE (3) YEARS

REF NUMBER: ACSR114/2019

ADDRESS
Head of department
Department of Arts, Culture, Sports Recreation
Gaabomotho Building
760 Dr. James Moroka Drive
Private Bag X90
Mmabatho 2735

ENQUIRIES
Nobandile Madwanya
018 388 3753
EVALUATION CRITERIA

Evaluation of bids will be conducted in accordance with the Preferential Procurement Policy Regulations 2017, issued in terms of section 5 of the Preferential Procurement Policy Framework Act (PPPFA) No 5 of 2000.

However, the pricing will not be required as the Department only intends to appoint a panel of service providers at this stage.

The evaluation of bids will consist of the following stages

<table>
<thead>
<tr>
<th>Phase 1</th>
<th>Phase 2</th>
<th>Phase 3</th>
<th>Phase 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mandatory and other bid requirements</td>
<td>Local Content</td>
<td>Functionality</td>
<td>Site visit</td>
</tr>
<tr>
<td>Compliance with mandatory and other bid requirements</td>
<td>Only locally manufactured furniture meeting the stipulated minimum threshold of 85% and 100% for local production or content, will be considered. A bid that fails to meet the minimum stipulated threshold for local production and content is an unacceptable tender.</td>
<td>Bids will be assessed to verify bidders capability and ability to execute the contract. Bidders scoring less than 70 points during this stage of the evaluation will be eliminated and shall not be considered for the next stage of evaluation which is the site visit.</td>
<td>Bidder’s details and facilities Sample of library furniture</td>
</tr>
</tbody>
</table>

All bidders that meet the minimum thresholds for local content and functionality during this evaluation process will be appointed onto the panel of pre-qualified service providers.
Stage 1: Administrative Compliance

✓ Cover page
✓ Signed SBD 1: Invitation to bid
✓ Fully filled in and signed commitment and declaration of interest (SBD 4)
✓ Fully filled in, witnessed and signed preference points claim form of the Preferential Procurement Regulations 2017 (SBD 6.1)
✓ Fully filled in and signed declaration of local production and content (SBD 6.2) together with its annexures
✓ Fully answered and signed declaration of bidders past Supply Chain Management Practices (SBD 8)
✓ Fully filled in and signed Certificate of Independent Bid determination (SBD 9)
✓ General Conditions of Contract
✓ Proof of registration on the National Treasury Central Supplier Database (CSD) e.g. CSD report
✓ Valid Tax Clearance Certificate / Tax Compliance Status verification Pin issued by SARS
✓ CIPC Certificate
✓ ID Copies of the shareholders
✓ Valid B-BBEE Certificate (BEE Accreditation is strictly required to be obtained from a SANAS registered BEE Verification Agency only. Tenderers who qualify as Exempted Micro Enterprises (EME) must submit a sworn affidavit signed by the EME representative and attested by a commissioner of oaths).
✓ In case of a joint venture the following documents to be submitted
  ✓ Valid joint venture agreement signed by all parties and witnessed
  ✓ Consolidated B-BBEE Certificate (if not consolidated preference points will be 0)
  ✓ Valid Tax Clearance Certificate of all parties
  ✓ Company profile of all parties
✓ Company profile (including organizational structure of the company, proof of previous work undertaken in this respect contactable references, credentials/CV i.e. experience and qualifications of key personnel/ project team members)
Stage 2: Local Production and Content

Paragraph 9 (1) of the PPPFA Regulations empowers the Department of Trade and Industry (DTI) to designate specific industries where tenders should prescribe that only locally manufactured products with a prescribed minimum threshold for local production and content will be considered.

Local Content declaration certificate (SBD 6.2) and declaration templates (Annex C, D & E) must be completed.

Before completing the declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification SATS 1286:2011.

The SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential bidders on the dti’s official website http://www.thedti.gov.za/industrial-development/jp.jsp at no cost.

Local content calculation formula:

\[ LC = \left( 1 - \frac{X}{Y} \right) \times 100 \]

Where:

- \( X \) is the imported content in Rand (ZAR)
- \( Y \) is the tender price in Rand (ZAR)

Example:

If the tender price (\( Y \)) is R100 and imported content (\( X \)) is R10, then:

\[ LC = \left( 1 - \frac{10}{100} \right) \times 100 = 90 \]
Stage 3: Functionality
A total of 70 points is allocated for functionality evaluation according to the following criteria

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
<th>Scoring Guidelines</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Manufacturing site</td>
<td>30</td>
<td>Proof of ownership or lease agreement to be attached</td>
<td>5=30</td>
</tr>
<tr>
<td></td>
<td></td>
<td>No proof attached</td>
<td>1=5</td>
</tr>
<tr>
<td>2. Professional</td>
<td>25</td>
<td><strong>2.1 Number of years in business</strong> (specifically furniture design, manufacturing,</td>
<td>5=25</td>
</tr>
<tr>
<td>Experience</td>
<td></td>
<td>supply, delivery and installation of library furniture):</td>
<td>4=20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>10 years and above</td>
<td>3=15</td>
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<tr>
<td></td>
<td></td>
<td>9-8 years</td>
<td>2=10</td>
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<tr>
<td></td>
<td></td>
<td>7-6 years</td>
<td>1=5</td>
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<tr>
<td></td>
<td></td>
<td>Less than 4 years</td>
<td></td>
</tr>
<tr>
<td></td>
<td>25</td>
<td><strong>2.2 Proof of performing similar work (From R500 000 contracts and above):</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>5 or more reference letters</td>
<td>5-25</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4 reference letters</td>
<td>4=20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3 reference letters</td>
<td>3=15</td>
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<td></td>
<td></td>
<td>2 reference letters</td>
<td>2=10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 reference letter</td>
<td>1=5</td>
</tr>
<tr>
<td>3. Bank rating</td>
<td>20</td>
<td><strong>Bank rating letter to be submitted</strong></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>A</td>
<td>5=20</td>
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<tr>
<td></td>
<td></td>
<td>B</td>
<td>4=16</td>
</tr>
<tr>
<td></td>
<td></td>
<td>C</td>
<td>3=12</td>
</tr>
<tr>
<td></td>
<td></td>
<td>D</td>
<td>2=8</td>
</tr>
<tr>
<td></td>
<td></td>
<td>E</td>
<td>1=4</td>
</tr>
</tbody>
</table>

Any bidder who does not meet the minimum threshold of 70 points will be eliminated, and will not be considered for the next stage of evaluation.
STAGE 4: SITE VISIT AND PRESENTATION REQUIREMENTS EVALUATION

The following will be verified during site visit

- Key personnel matched to declaration forms and company profile
- Storage facilities
- Appropriate transport
- Company address matched to declared address
- Sample library furniture according to specification
- A Minimum of 4 furniture samples

Any bidder that does not meet the minimum requirements of the site visit will be eliminated, and will not be considered to be on the list of pre-qualified panel of service providers

Regards

[Signature]

MS T.F. NAPHAKADE:
DIRECTOR: SCM
DATE: 2023/07/07
RETURNABLE DOCUMENTS

SHOULD ANY OF THE RETURNABLE DOCUMENTS NOT BE COMPLETED AND ATTACHED, YOUR BID WILL BE DISQUALIFIED (where documents submitted please indicate with yes)

<table>
<thead>
<tr>
<th>RETURNABLE DOCUMENT</th>
<th>Attached (to be completed by the bidder)</th>
<th>Checked by SCM Official</th>
<th>Verified by BEC MEMBERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Cover page</td>
<td>Signature</td>
<td>Signature</td>
<td>Signature</td>
</tr>
<tr>
<td>2. SBD 1: Invitation to bid (fully completed)</td>
<td></td>
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<tr>
<td>3. SBD 4: Declaration of interest form</td>
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<tr>
<td>4. SBD 6.1: Preference points claim form in terms of the Preferential Procurement Regulations 2017</td>
<td></td>
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</tr>
<tr>
<td>5. SBD 6.2: Declaration of local production and content and Annexures</td>
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<td></td>
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<tr>
<td>6. SBD 8: Declaration of bidders past Supply Chain Management Practises</td>
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<tr>
<td>7. SBD 9: Certificate of Independent Bid Determination</td>
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</tr>
<tr>
<td>8. Terms of Reference</td>
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<tr>
<td>9. General Conditions of Contract</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Valid Full CSD Report</td>
<td></td>
<td></td>
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<tr>
<td>11. CK Certificate</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>12. Valid Tax Clearance Certificate / Unique Pin issued by SARS</td>
<td></td>
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<tr>
<td>13. Certified ID Copies of the shareholders</td>
<td></td>
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</tr>
<tr>
<td>14. Valid B-BBEE Certificate or sworn affidavit</td>
<td></td>
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<tr>
<td>15. Joint Venture to submit</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>• copy of the Joint Venture Agreement</td>
<td></td>
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<tr>
<td>• a consolidated joint venture B-BBEE certificate</td>
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<tr>
<td>16. Company profile reflecting the previous work done relevant to the project</td>
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</tbody>
</table>
# PART A

## INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE** *(NAME OF DEPARTMENT/ PUBLIC ENTITY)*

**BID NUMBER:** ACSR14/2019  |  **CLOSING DATE:** 04 OCTOBER 2019  |  **CLOSING TIME:** 11:00

**DESCRIPTION**

ESTABLISHMENT OF A PANEL OF PRE-QUALIFIED SERVICE PROVIDERS FOR THE DESIGN, MANUFACTURING, DELIVERING AND INSTALLATION OF LIBRARY FURNITURE FOR A PERIOD OF THREE (3) YEARS

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7):**

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

**760 Dr JAMES MOROKA DRIVE**

**GAABOMOTHO BUILDING**

**MMABATHO 2735**

## SUPPLIER INFORMATION

<table>
<thead>
<tr>
<th>NAME OF BIDDER</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>POSTAL ADDRESS</td>
<td></td>
</tr>
<tr>
<td>STREET ADDRESS</td>
<td></td>
</tr>
<tr>
<td>TELEPHONE NUMBER</td>
<td>CODE NUMBER</td>
</tr>
<tr>
<td>CELLPHONE NUMBER</td>
<td></td>
</tr>
<tr>
<td>FACSIMILE NUMBER</td>
<td>CODE NUMBER</td>
</tr>
<tr>
<td>E-MAIL ADDRESS</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>VAT REGISTRATION NUMBER</th>
<th>TCS PIN:</th>
<th>OR</th>
<th>CSD No:</th>
</tr>
</thead>
</table>

**B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE** *(TICK APPLICABLE BOX)*

☐ Yes  
☐ No

**B-BBEE STATUS LEVEL SWORN AFFIDAVIT** *(TICK APPLICABLE BOX)*

☐ Yes  
☐ No

**IF YES, WHO WAS THE CERTIFICATE ISSUED BY?**

☐ AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
☐ A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
☐ A REGISTERED AUDITOR

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT FOR EMES & QSES] MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE**

<table>
<thead>
<tr>
<th>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?</th>
<th>☐ Yes</th>
<th>☐ No</th>
</tr>
</thead>
<tbody>
<tr>
<td>[IF YES ENCLOSE PROOF]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS/SERVICES/WORKS OFFERED?</td>
<td>☐ Yes</td>
<td>☐ No</td>
</tr>
<tr>
<td>[IF YES ANSWER PART B.3 BELOW]</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SIGNATURE OF BIDDER**

..................................................................................................................  
**DATE**

**TOTAL NUMBER OF ITEMS OFFERED**

**TOTAL BID PRICE** *(ALL INCLUSIVE)*

## BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

**DEPARTMENT/PUBLIC ENTITY**

<table>
<thead>
<tr>
<th>ARTS, CULTURE, SPORT &amp; RECREATION</th>
<th>CONTACT PERSON</th>
<th>TECHNICAL INFORMATION MAY BE DIRECTED TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CONTACT PERSON</strong></td>
<td>NOSABILE MADWANYA</td>
<td>ROSA DE KLERK</td>
</tr>
<tr>
<td><strong>TELEPHONE NUMBER</strong></td>
<td>018 386 3753</td>
<td><strong>TELEPHONE NUMBER</strong></td>
</tr>
<tr>
<td><strong>FACSIMILE NUMBER</strong></td>
<td>096 263 4489</td>
<td><strong>FACSIMILE NUMBER</strong></td>
</tr>
<tr>
<td><strong>E-MAIL ADDRESS</strong></td>
<td><a href="mailto:Nmadwanya@mnp.gov.za">Nmadwanya@mnp.gov.za</a></td>
<td><strong>E-MAIL ADDRESS</strong></td>
</tr>
</tbody>
</table>
**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—(NOT TO BE RE-TYPED) OR ONLINE

   1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

   1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

   1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR 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 TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

   2.4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

   2.5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

   2.6. 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 BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

   3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?

   3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

   3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?

   □ YES □ NO

   IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE 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.
DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-

- the bidder is employed by the state; and/or

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative: .........................................................

2.2 Identity Number: ...........................................................................................................

2.3 Position occupied in the Company (director, trustee, shareholder²): ................................

2.4 Company Registration Number: .....................................................................................

2.5 Tax Reference Number: ................................................................................................

2.6 VAT Registration Number: .............................................................................................

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

"State" means –

(a) 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);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.

"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise on a daily basis.
2.7 Are you or any person connected with the bidder presently employed by the state?  
YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:  
Name of state institution at which you or the person connected to the bidder is employed:  
Position occupied in the state institution:  

Any other particulars:  

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?  
YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document?  
YES / NO

(Note: Failure to submit proof of such authority, where applicable, will result in the disqualification of the bid.)

2.7.2.2 If no, furnish reasons for non-submission of such proof:

2.8 Did you or your spouse, or any of the company’s directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?  
YES / NO

2.8.1 If so, furnish particulars:

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?  
YES / NO
2.9.1 If so, furnish particulars.
........................................................................................................
........................................................................................................
........................................................................................................

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES/NO

2.10.1 If so, furnish particulars.
........................................................................................................
........................................................................................................
........................................................................................................

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES/NO

2.11.1 If so, furnish particulars:
........................................................................................................
........................................................................................................
........................................................................................................

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Tax Reference Number</th>
<th>State Employee Number / Persal Number</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>


DECLARATION

I, THE UNDERSIGNED (NAME)........................................................................................................

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I
ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

......................................................... .........................................................
Signature                                      Date

......................................................... .........................................................
Position                                       Name of bidder

April 2011
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS
1.1 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).
1.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
1.3 Preference points for this bid shall be awarded for:
   (a) Price; and
   (b) B-BBEE Status Level of Contribution.
1.4 The maximum points for this bid are allocated as follows:

<table>
<thead>
<tr>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
</tr>
</tbody>
</table>

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, 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) "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
(b) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
(c) "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard
contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(d) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

(e) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(f) "comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

(g) "consortium or joint venture" 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;

(h) "contract" means the agreement that results from the acceptance of a bid by an organ of state;

(i) "EME" means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(j) "firm price" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

(k) "functionality" means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

(l) "non-firm prices" means all prices other than "firm" prices;

(m) "person" includes a juristic person;

(n) "QSE" means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(o) "rand value" means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

(p) "sub-contract" means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

(q) "total revenue" bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

(r) "trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

(s) "trustees" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
3. **ADJUDICATION USING A POINT SYSTEM**

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. **POINTS AWARDED FOR PRICE**

4.1 **THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

**80/20** or **90/10**

\[
Ps = 80 \left(1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}}\right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}}\right)
\]

Where

- \(Ps\) = Points scored for comparative price of bid under consideration
- \(Pt\) = Comparative price of bid under consideration
- \(P_{\text{min}}\) = Comparative price of lowest acceptable bid

5. **POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating
issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

7.1 B-BBEE Status Level of Contribution: \( \) = \( \ldots \ldots \) (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

| YES | NO |

8.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted..........................%  

ii) The name of the sub-contractor............................................................  

iii) The B-BBEE status level of the sub-contractor....................................  

iv) Whether the sub-contractor is an EME.

(Tick applicable box)

| YES | NO |

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:............................................................................  

9.2 VAT registration number........................................................................  

9.3 Company registration number..................................................................
9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One person business/sole propriety
Close corporation
Company
(Pty) Limited

[ TICK APPLICABLE BOX ]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES


9.6 COMPANY CLASSIFICATION

Manufacturer
Supplier
Professional service provider
Other service providers, e.g. transporter, etc.

[ TICK APPLICABLE BOX ]

9.7 Total number of years the company/firm has been in business: .........................

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.
WITNESSES
1. ........................................
2. ........................................

SIGNATURE(S) OF BIDDER(S)
DATE: ........................................
ADDRESS ........................................
........................................
DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286:2011 as follows:

\[ \text{LC} = \left(1 - \frac{x}{y}\right) \times 100 \]

Where
\[ x \] is the imported content in Rand
\[ y \] is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of \( x \) must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<table>
<thead>
<tr>
<th>Description of services, works or goods</th>
<th>Stipulated minimum threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Library furniture as indicated in the item specifications</td>
<td>100%</td>
</tr>
</tbody>
</table>

3. Does any portion of the goods or services offered have any imported content?
   (Tick applicable box)
   
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td>NO</td>
</tr>
</tbody>
</table>

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

<table>
<thead>
<tr>
<th>Currency</th>
<th>Rates of exchange</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Dollar</td>
<td></td>
</tr>
<tr>
<td>Pound Sterling</td>
<td></td>
</tr>
<tr>
<td>Euro</td>
<td></td>
</tr>
<tr>
<td>Yen</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

NB: Bidders must submit proof of the SARB rate(s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO. .................................................................

ISSUED BY: (Procurement Authority / Name of Institution): .................................................................
The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ......................................................... (full names), do hereby declare, in my capacity as ......................................................... (name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

<table>
<thead>
<tr>
<th>Bid price, excluding VAT (y)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Imported content (x), as calculated in terms of SATS 1286:2011</td>
<td>R</td>
</tr>
<tr>
<td>Stipulated minimum threshold for local content (paragraph 3 above)</td>
<td>R</td>
</tr>
<tr>
<td>Local content %, as calculated in terms of SATS 1286:2011</td>
<td></td>
</tr>
</tbody>
</table>

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017.
promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: ___________________________

WITNESS No. 1 ________________________  DATE: __________
WITNESS No. 2 ________________________  DATE: __________
### Annex C

**Local Content Declaration - Summary Schedule**

<table>
<thead>
<tr>
<th>Tender No.</th>
<th>Tender description:</th>
<th>Designated product(s)</th>
<th>Tender Authority:</th>
<th>Tendering Entity name:</th>
<th>Tender Exchange Rate:</th>
<th>Specified local content %</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** VAT to be excluded from all calculations

#### Calculation of local content

<table>
<thead>
<tr>
<th>Tender Item no's</th>
<th>List of Items</th>
<th>Tender price - each (excl VAT)</th>
<th>Exempted value</th>
<th>Tender value net of exempted imported content</th>
<th>Imported value</th>
<th>Local value</th>
<th>Local content % (per item)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(C8)</td>
<td>(C9)</td>
<td>(C10)</td>
<td>(C11)</td>
<td>(C12)</td>
<td>(C13)</td>
<td>(C14)</td>
<td>(C15)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

#### Tender summary

<table>
<thead>
<tr>
<th>Tender Qty</th>
<th>Total tender value</th>
<th>Total exempted imported content</th>
<th>Total imported content</th>
</tr>
</thead>
<tbody>
<tr>
<td>(C16)</td>
<td>(C17)</td>
<td>(C18)</td>
<td>(C19)</td>
</tr>
</tbody>
</table>

| (C20) Total tender value |
| (C21) Total Exempted imported content |
| (C22) Total Tender value net of exempted imported content |
| (C23) Total Imported content |

| (C24) Total local content |
| (C25) Average local content % of tender |

---

**Signature of tenderer from Annex B**

Date: ___________________________
### Annex D

Imported Content Declaration - Supporting Schedule to Annex C

#### A. Exempted Imported Content

<table>
<thead>
<tr>
<th>Tender Item No.</th>
<th>Description of Imported Content</th>
<th>Local Supplier</th>
<th>Overseas Supplier</th>
<th>Foreign Currency Value per Commercial Invoice</th>
<th>Tender Exchange Rate</th>
<th>Local Value of Imports</th>
<th>Freight Costs to Port of Entry</th>
<th>All Locally Incurred Landing Costs &amp; Duties</th>
<th>Total Landed Cost &amp; VAT</th>
<th>Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>(D7)</td>
<td>(D8)</td>
<td>(D9)</td>
<td>(D10)</td>
<td>(D11)</td>
<td>(D12)</td>
<td>(D13)</td>
<td>(D14)</td>
<td>(D15)</td>
<td>(D16)</td>
<td>(D17)</td>
</tr>
</tbody>
</table>

#### B. Imported Directly by the Tenderer

<table>
<thead>
<tr>
<th>Tender Item No.</th>
<th>Description of Imported Content</th>
<th>Unit of Measure</th>
<th>Local Supplier</th>
<th>Overseas Supplier</th>
<th>Foreign Currency Value per Commercial Invoice</th>
<th>Tender Exchange Rate</th>
<th>Local Value of Imports</th>
<th>Freight Costs to Port of Entry</th>
<th>All Locally Incurred Landing Costs &amp; Duties</th>
<th>Total Landed Cost &amp; VAT</th>
<th>Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>(D28)</td>
<td>(D29)</td>
<td>(D30)</td>
<td>(D31)</td>
<td>(D32)</td>
<td>(D33)</td>
<td>(D34)</td>
<td>(D35)</td>
<td>(D36)</td>
<td>(D37)</td>
<td>(D38)</td>
<td>(D39)</td>
</tr>
</tbody>
</table>

#### C. Imported by a 3rd party and Supplied to the Tenderer

<table>
<thead>
<tr>
<th>Description of Imported Content</th>
<th>Unit of Measure</th>
<th>Local Supplier</th>
<th>Overseas Supplier</th>
<th>Foreign Currency Value per Commercial Invoice</th>
<th>Tender Exchange Rate</th>
<th>Local Value of Imports</th>
<th>Freight Costs to Port of Entry</th>
<th>All Locally Incurred Landing Costs &amp; Duties</th>
<th>Total Landed Cost &amp; VAT</th>
<th>Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>(D33)</td>
<td>(D34)</td>
<td>(D35)</td>
<td>(D36)</td>
<td>(D37)</td>
<td>(D38)</td>
<td>(D39)</td>
<td>(D40)</td>
<td>(D41)</td>
<td>(D42)</td>
<td>(D43)</td>
</tr>
</tbody>
</table>

#### D. Other Foreign Currency Payments

<table>
<thead>
<tr>
<th>Type of Payment</th>
<th>Local Supplier Making the Payment</th>
<th>Overseas Supplier</th>
<th>Foreign Currency Value Paid</th>
<th>Tender Exchange Rate</th>
<th>Summary of Payments</th>
<th>Local Value of Payments</th>
</tr>
</thead>
<tbody>
<tr>
<td>(D43)</td>
<td>(D44)</td>
<td>(D45)</td>
<td>(D46)</td>
<td>(D47)</td>
<td>(D48)</td>
<td>(D49)</td>
</tr>
</tbody>
</table>

---

Notes:
- VAT to be excluded from all calculations.
- This total must correspond with Annex C - C 23.

---

Date:
Annex E

Local Content Declaration - Supporting Schedule to Annex C

<table>
<thead>
<tr>
<th>Local Products (Goods, Services and Works)</th>
<th>Description of items purchased</th>
<th>Local suppliers</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>(E6)</td>
<td></td>
<td>(E7)</td>
<td>(E8)</td>
</tr>
<tr>
<td>(E9) Total local products (Goods, Services and Works)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(E10) Manpower costs</td>
<td>Tenderer’s manpower cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(E11) Factory overheads</td>
<td>Rental, depreciation &amp; amortisation, utility costs, consumables etc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(E12) Administration overheads and mark-up</td>
<td>Marketing, insurance, financing, interest etc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(E13) Total local content</td>
<td>This total must correspond with Annex C - C24</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of tenderer from Annex B

Date: __________________________
DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.

2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3. The bid of any bidder may be disregarded if that bidder, or any of its directors have:
   a. abused the institution’s supply chain management system;
   b. committed fraud or any other improper conduct in relation to such system; or
   c. failed to perform on any previous contract.

4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (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 audi alteram partem rule was applied).</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender 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.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>-----</td>
<td>------------------------------------------------------------------------------------------------</td>
<td>-----</td>
<td>-----</td>
</tr>
<tr>
<td>4.4.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME).................................................................
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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.

................................................. .................................................
Signature  

................................................. .................................................
Date  

................................................. .................................................
Position  

................................................. .................................................
Name of Bidder  

Js365bW
CERTIFICATE OF INDEPENDENT BID DETERMINATION

This Standard Bidding Document (SBD) must form part of all bids¹ invited.

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).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

This SBD 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.

In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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 Institution)

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\(^3\) 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.

\(^3\) 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.
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.

.................................................................  .................................................................
Signature                                                                                      Date

.................................................................  .................................................................
Position                                                                                       Name of Bidder

Js914w 2
"Terms of Reference"

Establishment of a panel of pre-qualified service providers for the design, manufacturing, delivering and installation of library furniture for a period of three (3) years

BID NUMBER: ACSR114/2019

Head Office: GAABOMOTH BUILDING

Physical Address: 760 Dr James Moroka Drive
Gaabomotho Building
Telephone

Contact: Rosa de Klerk
Email: rdeklerk@nwpg.gov.za
# TABLE OF CONTENTS

1. Introduction 2  
2. Background 3  
3. Specific requirements 3  
4. Scope of work 4  
5. Outcome and Performance standards 5  
6. Deliverables 5  
7. Term of Contract 5  
8. Payment and penalties 6  
9. Contract terms and conditions 6  
10. Evaluation Methodology 6

## 1. INTRODUCTION

As per Schedule 5 (a) of the Constitution of the Republic of South Africa, library services other than national are provincial competency. ACSR is the Department mandated to provide library services to communities of the North West Province. The Library service in the North West Province is a concurrent function of the Department of Arts, Culture, Sports & Recreation and Local municipalities. One of the outputs in the delivery of library and information services in the province is to provide special designed library furniture to newly built structures and upgraded facilities.
2. BACKGROUND

The Department is responsible to establish community libraries in the Province which include building of new libraries and upgrading of existing unused government buildings (especially unused schools) to accommodate libraries. There are also libraries established in existing school libraries which are converted into Dual Purpose libraries that caters for learners and the community in the vicinity of the school. The Department also establishes libraries through installation of modular structures. All these libraries are provided with special designed library furniture that is tailor made to suit the building design, space provided and the needs of the community.

3. SPECIFIC REQUIREMENTS

Detailed specifications for furniture required are available in electronic copy and a hard copy as an Annexure to this document

3.1 Specialized library furniture does not form part of the transversal tender for office furniture;

3.2 Library furniture are tailor made and designed to suit each individual library according to the needs of each community and available floor space;

3.3 Issue desks are tailor made and quoted per meter because of the different library design;

3.4 Library furniture is designed for durability and carry heavy books;

3.5 Prospective bidders should be specialist cabinet makers to ensure high standard of quality of library furniture; Prospective bidders should be able to provide a history of cabinet making to ensure that they are able to deliver according to the required standards;

3.6 Library furniture is made from properly air and oven dried wood and if the suspicion exist that the wood is not properly dried, the Department should be in the position to request a supplier’s certificate that certify the moist levels of the wood;

3.7 Specifications will be provided for solid wooden furniture or high density pressed wooden furniture according to the specific designs provided by the Department;
3.8 Themed shelves may be painted according to the specifications provided;
3.9 All furniture, solid wood or high density fiber wood, should measure a final thickness of minimum of 22mm after oven dried;
3.10 The tender will be awarded on an “as and when” basis.

4. SCOPE OF WORK AND SERVICE REQUIREMENTS

4.1 The scope of work is for the design, manufacture, delivery and installation of library furniture in identified libraries in the North West libraries for and on behalf of ACSR.

4.2 The companies must have the ability, capacity, experience and knowledge to manufacture furniture (optional), provide space planning, layout, supply and install furniture.

4.3 The successful bidder must be able to provide the Department with a lay-out design of each library with a quotation of the requested furniture. This will mean that the successful bidder must visit the library where request for supply and delivery to draw a floor plan and lay-out design as per the client’s requirement.

4.4 The successful bidder must make allowance for transporting, delivery and installation of library furniture to the specified location of the library.

4.5 The libraries earmarked, but not necessarily in priority order within the financial years 2019/20; 2020/21 and 2021/22 are:

<table>
<thead>
<tr>
<th>District</th>
<th>Municipality</th>
<th>Library (Area/Location)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bojanala</td>
<td>Kgetleng-Rivier</td>
<td>Redirile (Derby)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Reagile (Koster)</td>
</tr>
<tr>
<td></td>
<td>Madibeng</td>
<td>Hartebeespoortdam</td>
</tr>
<tr>
<td></td>
<td>Rustenburg</td>
<td>Lethabong</td>
</tr>
<tr>
<td>Dr Ruth Segomotsi</td>
<td>Kagisano-Molopo</td>
<td>Southey</td>
</tr>
<tr>
<td>Mompati</td>
<td>Naledi</td>
<td>Rekgarathiile/Stella</td>
</tr>
<tr>
<td>Ngaka Modiri Molema</td>
<td>Ditsobotla</td>
<td>Ngaka Modiri Molema</td>
</tr>
<tr>
<td></td>
<td></td>
<td>District Library:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lichtengburg</td>
</tr>
</tbody>
</table>

“Terms of Reference” Specialized library furniture
<table>
<thead>
<tr>
<th>Mahikeng</th>
<th>Mmabatho</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ramotshere Moiloa</td>
<td>Dinokana</td>
</tr>
<tr>
<td>Dr Kenneth Kaunda</td>
<td>Maquassi-Hills</td>
</tr>
<tr>
<td></td>
<td>Extension 15</td>
</tr>
<tr>
<td></td>
<td>Wolmaranstad</td>
</tr>
</tbody>
</table>

NOTE:
- the information gives a view of the areas for the prospective bidder to measure the distances when pricing
- not all libraries are new and some libraries might only need additional furniture after upgrading.
- The Department might during the contract period identify a priority area where a library is established and require furniture. The appointed service provider will be informed in writing of any changes in the areas where the furniture must be delivered.

5. OUTCOME AND PERFORMANCE STANDARDS

Customer designed library furniture of good quality delivered and appropriately installed in the library.

6. DELIVERABLES

Customer designed library furniture manufactured delivered and installed in identified community library as per approved specifications and according to the floor plan.

7. TERM OF CONTRACT

- The successful bidder will sign a contract with the Department to deliver library furniture to identified libraries for a period of three (3) years.
8. PAYMENTS AND PENALTIES

- Payment to the Service Provider will be processed upon delivery of a complete order with invoice attached.
- Successful bidders will enter into an agreement with the Department where detail of payments and penalties will be outlined.

9. CONTRACTUAL TERMS AND CONDITIONS

Contractual terms and conditions for the project will be in a form of a service level agreement which will detail the obligations of the service provider and other contractual agreements with the Department in the delivery of library furniture.

10. EVALUATION METHODOLOGY

Evaluation of bids will be conducted in accordance with the Preferential Procurement Policy Regulations 2017, issued in terms of section 5 of the Preferential Procurement Policy Framework Act (PPPFA) No 5 of 2000.

However, the pricing will not be required as the Department only intends to appoint a panel of service providers at this stage.

The evaluation of bids will consist of the following stages

<table>
<thead>
<tr>
<th>Phase 1</th>
<th>Phase 2</th>
<th>Phase 3</th>
<th>Phase 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mandatory and other bid requirements</td>
<td>Local Content</td>
<td>Functionality</td>
<td>Site visit</td>
</tr>
<tr>
<td>Compliance with mandatory and other bid requirements</td>
<td>Only locally manufactured furniture meeting the stipulated minimum threshold of 85% and 100% for local production or content, will be bid.</td>
<td>Bids will be assessed to verify bidders capability and ability to execute the contract</td>
<td>Bidder’s details and facilities Sample of library furniture</td>
</tr>
<tr>
<td>Requirements will be automatically eliminated</td>
<td>Considered. A bid that fails to meet the minimum stipulated threshold for local production and content is an unacceptable tender.</td>
<td>Bidders scoring less than 70 points during this stage of the evaluation will be eliminated and shall not be considered for the next stage of evaluation which is the site visit.</td>
<td></td>
</tr>
</tbody>
</table>

All bidders that meet the minimum thresholds for local content and functionality during this evaluation process will be appointed onto the panel of pre-qualified service providers.

**Stage 1: Administrative Compliance**

- ✔ Cover page
- ✔ Signed SBD 1: Invitation to bid
- ✔ Fully filled in and signed commitment and declaration of interest (SBD 4)
- ✔ Fully filled in, witnessed and signed preference points claim form of the Preferential Procurement Regulations 2011 (SBD 6.1)
- ✔ Fully filled in and signed declaration of local production and content (SBD 6.2) together with its annexures
- ✔ Fully answered and signed declaration of bidders past Supply Chain Management Practices (SBD 8)
- ✔ Fully filled in and signed Certificate of Independent Bid determination (SBD 9)
- ✔ General Conditions of Contract
- ✔ Proof of registration on the National Treasury Central Supplier Database (CSD) e.g. CSD report
- ✔ Valid Tax Clearance Certificate / Tax Compliance Status verification Pin issued by SARS
- ✔ CIPC Certificate
- ✔ ID Copies of the shareholders
✓ Valid B-BBEE Certificate (BEE Accreditation is strictly required to be obtained from a SANAS registered BEE Verification Agency only. Tenderers who qualify as Exempted Micro Enterprises (EME) must submit a sworn affidavit signed by the EME representative and attested by a commissioner of oaths).

✓ In case of a joint venture the following documents to be submitted
  ✓ Valid joint venture agreement signed by all parties and witnessed
  ✓ Consolidated B-BBEE Certificate (if not consolidated preference points will be 0)
  ✓ Valid Tax Clearance Certificate of all parties
  ✓ Company profile of all parties

✓ Company profile (including organizational structure of the company, proof of previous work undertaken in this respect contactable references, credentials/CV i.e. experience and qualifications of key personnel/ project team members)
Stage 2: Local Production and Content

Paragraph 9 (1) of the PPPFA Regulations empowers the Department of Trade and Industry (DTI) to designate specific industries where tenders should prescribe that only locally manufactured products with a prescribed minimum threshold for local production and content will be considered.

Local Content declaration certificate (SBD 6.2) and declaration templates (Annex C, D & E) must be completed.

Before completing the declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification SATS 1286:2011.

The SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential bidders on the dti’s official website http://www.thedti.gov.za/industrial development/ip.jsp at no cost.

Local content calculation formula:

\[ LC = \left(1 - \frac{X}{Y}\right) \times 100 \]

**Where:**

- \( X \) is the imported content in Rand (ZAR)
- \( Y \) is the tender price in Rand (ZAR)

**Example:**

If the tender price \( Y \) is R100 and imported content \( X \) is R10, then:

\[ LC = \left(1 - \frac{10}{100}\right) \times 100 = 90 \]
Stage 3: Functionality

A total of 70 points is allocated for functionality evaluation according to the following criteria:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
<th>Scoring Guidelines</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Manufacturing site</td>
<td>30</td>
<td>Proof of ownership or lease agreement to be attached</td>
<td>5= 30</td>
</tr>
<tr>
<td></td>
<td></td>
<td>No proof attached</td>
<td>1= 5</td>
</tr>
<tr>
<td>2. Professional Experience</td>
<td>25</td>
<td><strong>2.1 Number of years in business</strong> (specifically furniture design, manufacturing, supply, delivery and installation of library furniture):</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>10 years and above</td>
<td>5= 25</td>
</tr>
<tr>
<td></td>
<td></td>
<td>9-8 years</td>
<td>4= 20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7-6 years</td>
<td>3= 15</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5-4 years</td>
<td>2= 10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Less than 4 years</td>
<td>1= 5</td>
</tr>
<tr>
<td>25</td>
<td><strong>2.2 Proof of performing similar work</strong> (From R500 000 contracts and above):</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>5 or more reference letters</td>
<td>5 - 25</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4 reference letters</td>
<td>4= 20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3 reference letters</td>
<td>3= 15</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2 reference letters</td>
<td>2 = 10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 reference letter</td>
<td>1 = 5</td>
</tr>
<tr>
<td>3. Bank rating</td>
<td>20</td>
<td><strong>Bank rating letter to be submitted</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>A</td>
<td>5= 20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>B</td>
<td>4 = 16</td>
</tr>
<tr>
<td></td>
<td></td>
<td>C</td>
<td>3 = 12</td>
</tr>
<tr>
<td></td>
<td></td>
<td>D</td>
<td>2 = 8</td>
</tr>
<tr>
<td></td>
<td></td>
<td>E</td>
<td>1 = 4</td>
</tr>
</tbody>
</table>

Any bidder who does not meet the minimum threshold of **70 points** will be eliminated, and will not be considered for the next stage of evaluation.
STAGE 4: SITE VISIT AND PRESENTATION REQUIREMENTS EVALUATION

The following will be verified during site visit

✓ Key personnel matched to declaration forms and company profile
✓ Storage facilities
✓ Appropriate transport
✓ Company address matched to declared address
✓ Sample library furniture according to specification
✓ A Minimum of 4 furniture samples

Any bidder that does not meet the minimum requirements of the site visit will be eliminated, and will not be considered to be on the list of pre-qualified panel of service providers

RECOMMENDED BY BSC

<table>
<thead>
<tr>
<th>Name</th>
<th>Designation</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr Shuping Sebolecwe</td>
<td>BSC Chairperson</td>
<td></td>
<td>29/8/19</td>
</tr>
</tbody>
</table>

APPROVAL

<table>
<thead>
<tr>
<th>Name</th>
<th>Designation</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ms S.R. Bapela</td>
<td>Head of Department</td>
<td></td>
<td>4/9/2019</td>
</tr>
</tbody>
</table>
Specifications for specialized library furniture for North West Provincial Library Services

1. Solid wooden furniture:
   - For solid wooden furniture, the hardwood Eucalyptus Saligna will be used.
   - The service provider will provide the Department with a certificate certifying that the wood is clear with zero knots.
   - The service provider will also provide the Department with a certificate that the moisture content of the wood is ranging between 6% and 12%.
   - All book shelve units must be completely free standing and safe. Wall units may need to be fixed against walls.

1.1 Solid wooden shelves
   - Shelves are manufactured according to the dimensions and quantities provided described in the quantity list.
   - The sides, top, bottom, partitions and loose book shelves must be manufactured by using a light coloured, solid wood. The preferred wood is Eucalyptus Saligna wood.
   - The wood must be completely aired and oven dried.
   - After the preparation of raw wood, the thickness of the wood must be not less than 22 mm.
   - All lengthwise joints / seams must be glued and screwed.
   - Corner joints must be glued and affixed with screws.
   - The heads of the screws must be recessed in the wood and covered with wood plugs or spike in the same colour and wood-type as the wood.
   - Book shelf units must be divided into even sections. The length sizes given are always the outside measurements. The divided sections never exceed 900 mm.
   - While manufacturing the double island units, the top and side panels must always be manufactured as one piece.
   - In case the double island unit where a backing is required it is requested to have a plywood backing in between the units.
   - Backing of the single wall units as well as the backing between the divided sections of the double sided island units are manufactured from a sheet of plywood, minimum 6 mm thick.
   - All double sided island units or shelves without backing in between should be manufactured as one piece.
   - The bottom sides of the book shelves are affixed. All the other shelves, (for displaying books), must be adjustable. Two metal strips must be recessed into the inside of the side panels, to ensure that the shelves can be adjusted. Metal clips must be provided within the metal strips to adjust the shelves accordingly.
   - The height of the base including the affixed bottom shelf is 137 mm.
   - The amount of loose shelves per 900 mm is divided into sections which is calculated with the different height of a specific bookshelf.
Example double sided island units without backing in between

- Outside measurements are given.

This will be read as follows:

- 1063 mm high: one loose shelf + affixed bottom panel
- 1520 mm high: three loose shelves + affixed bottom panel
- 1693 mm high: four loose shelves + affixed bottom panel
- 1943 mm high: five loose shelves + affixed bottom panel

**Final treatment**

It is important to note that all wood must be treated with at least two (2) coats with a heavy body nitro cellulose sanding sealer and when dry, coated with a minimum coat of at least one coat of wood varnish.

1.2 Painted Shelves

- All painted shelves to be manufactured by using medium density fiber (MDF) board sheets
- The sides, top, bottom, partitions and loose book shelves must be manufactured by using medium density fiber board with a final minimum thickness of 22mm.

**Final treatment**

- Solid wood must be treated with at least two coats of heavy body nitro cellulose sanding sealer.
- MDF wood should be treated with Aqua 1K primer white filler and then treated with at least two coats of AQUA 1K ACR×L water base varnish that is an acid catalyst finishing.
1.3 Themed children's bookshelves

Note:

- With all themed children's bookshelves, the designs must be constructed that all wooden cut-outs are routed for extra detail and to avoid any sharp edges
  
a. Double sided house shaped island units with cut out themed ends

    - Example of double sided island units children's section here below
    - Painted as requested
    - House shaped with sloping top shelf
    - Loose shelves not affixed
    - Themes will be identified i.e. Tommy the train, Princess, Princesses, Animals, Birds, Fishes, Forests, Disney characters, Story book characters


b. Fire house

    - Total height 1200(H) x 300(D)x915(L) single sided
    - With 3 fixed shelves (including bottom shelf) as indicated on the design
    - To be painted as requested
    - Medium density fiber wood

- Design as per illustration provided
- Final Dimensions 1800(H) x 600(D) x 900 (w)
- Hanging rail with plastic clip on hangers
- To be painted as requested
- Medium density fiber wood

![Giraffe bookshelf image]

d. Kangaroo single sided wall unit

- Total height 1200H x 300(D)x915(L) single sided
- With 4 fixed shelves (including bottom shelf) as indicated on the design
- To be painted as requested
- Medium density fiber wood
- With plywood backing

![Kangaroo wall unit image]

e. Grison the Bear double sided island unit

- Double sided
- Free standing
- 900(W)x1200(H)x700(D)
- Affixed shelves as per design provided
- To be painted as requested
- Medium density fibre wood
f. Elly the Elephant double sided island unit

- Free standing
- 1300(w)x600(D)x700(H)
- Affixed shelves as per design provided
- To be painted as requested
- Medium density fibre wood
g. Baby elephant display shelves

- Free standing
- 1200(L)x100(H)x600(D)
- Provision for displaying of books in the belly of the elephant
- To be painted as requested
- Medium density fibre wood

h. Clock shaped children's shelves

- Design as per illustration provided
- Total height 1800(H)x 300(D) x 900(W) with 4 fixed shelves equally spaced and bottom drawer as seen in the design
- Roof with chimney cut out design must be fixed to top of bookshelf for decorating purposes only
- Free standing
- To be painted as requested
- Clock face to be painted on the top as per request
- Medium density fiber wood
i. **Fish shaped single sided wall unit**

- 2700(L)x1800(H)x300(D)
- Shape may need to change but within the measurements provided (dolphin, shark, whale shaped)
- Fixed shelves
- Bottom boxed part to ensure wall unit is stabilized
- Shelve may need to be fixed against a wall
- To be painted as requested
- Medium density fibre wood

j. **Dinosaurs single sided wall unit**

- Single sided wall unit
- 1300(L)x1200(H)x500(D)
- Free standing
- Fixed shelves
- To be painted as requested
- Medium density fiber wood
k. **Dinosaurs' display unit fixed to a wall**

- Single sided wall unit mounted to a wall
- 1000(w)x1200(H)x400(D)
- To be painted as requested
- Medium density fibre wood
- Alphabetical words to be identified as requested as per design above
- Fixed against a wall

l. **Dinosaurus single sided wall unit**

- Ply wood backing to be added to the back
- Sizes: 915(W)x1800(H)x300(D) with 16mm backing
- Fixed shelves
- Free standing
- To be painted
m. Farm animal themed shelves

- M / 1: Themed farm animals shaped single sided wall units
  - As per designs here above
    (Cows, chickens, pigs, sheep)
  - Fixed shelves
  - To be painted as per request
  - Free standing
  - 1800(L)x1000(H)x600(D)

- M / 2 Themed farms animals shaped DOUBLE sided island units
  - As per designs here above
  - (Cows, chickens, pigs, sheep, ducks or any other animal)
  - Fixed shelves
  - To be painted as per request
- Free standing
- 1800(L)x1000(H)x600(D) per side

n. Rocket shaped shelf with shelves on four sides

- 1520(L)x700 diameter
- Fixed shelves
- Free standing
- To be painted as requested
- Medium density fiber wood

o. Double sided sloped shelves with display units in between

- Size: 2700(L)x1830(H)x600(D)
- Painted as requested
- Medium density fibre wood
- Fixed shelves as per design above
p. Bus display single sided wall unit

- Single sided wall unit
- Shelves fixed
- To be painted as per request
- Dimensions: 2700 (L) x 2100 (H) x 500 (D)

1.4 Themed children's reading tables

1.4.1 Smiley face themed children's table

- Painted top with a smiley face
- Top 500 diameter and total height 500mm
- Top to be fixed to cross section base
- Free standing table

1.4.2 Animal cut out themed corner children's table
- Design as per illustration provided
- Final Dimensions 1000(H)x 2000(L)
- Table-Top height 500mm
- Free standing
- To be painted as requested
- Medium density fibre wood

1.4.3 Flower themed children’s table

- Designs to fit children’s themes (cut out of flower as requested rose, daisy, or other flowers as requested)
- Top 1000mm diameter
- Height 500mm
- Free standing
- To be painted as requested
- Medium density fibre wood

1.4.4 School black board top table

- Design as per illustration provided
- Final measurements Table tap 1000mm diameter x 500(H)
- Table Top to be painted with triple layered school black board paint
- Free standing
- Medium density fibre wood
1.4.5 *Mushroom shaped painted children’s table and mushroom shaped chairs*

- Round table 1000mm diameter 600(H)
- Elephant chair 350mm diameter 450(H)

1.4.6 *Fish themed children’s table*

- Design as per illustration provided
- Final dimensions 720H x 1250mmL
- Top 1000mm diameter
- Free standing
- To be painted as requested
- Medium density fibre wood

1.4.7 *Children’s study table with divisions*

- Space craft / flower painted study table
- Sizes: 1000diameter x 1300(H)x 700(D)
- Black kick plate 150mm( H)
1.5 Themed children's chairs

1.5.1 Animal themed children's chairs with round legs
- Designs as per illustration provided
- final dimensions of chairs 400(w) x 600(H) x 400(D)

1.5.2 Animal chairs with feet rest

- Designs as per illustration provided
- Final dimensions of chairs 400(w) x 600(H) x 400(D)

1.5.3 Jungle themed children's chairs and square table

- Design as per illustration provided
- Table final dimensions 1000mmW x 600mmD x 500mm high
- Final dimensions of chairs 360(w) x 710(H) x 360(D)

1.5.4 Children's round table and chairs with round / oval bottom and back

- Table 1000 diameter x 500 (H)
- Chair 400seating (H)x650(L)
- Painted according to design
- Shaped according to design

1.5.5 Rocket children's reading table

- 1520(H) x1400 diameter
- Painted as per request
1.5.6. House shaped cut out windows and doors children's chairs

- To be painted as requested
- Medium density fiber wood
- 600(H)x600(D)x700(W)

1.5.7 Giraffe reading chair seating two children

- 1200(H)x500(D)x700(W)
- Seater cushion upholstered in imitated leather
- Painted according as per request

1.5.8 Children’s upholstered Elephant chairs /stools

- Design as per illustration provided
- Base construction consists of 4 sides. Each side size is 270mm x 230mm x 450H
- Seat is 350mm in diameter
- Seat must be upholstered using high density foam 4mm in thickness.
- Upholstery material must have 25000 rubs and must complement and enhance colour scheme of children's library furniture
- The bottom of the upholstered seat should be rounded off to a neat overall look
- Upholstered seat must be fastened to base
  1.5.9 Alphabet designed wooden seating (hollow inside)

- 700(L) x 500(W) x 450H
- Different colours
- Medium density fibre wood
- Painted per request

1.5.10 Themed children's reading corner

- Design as per illustration provided
  Theme may change per request to Disney characters, Animal characters, Birds or Trees but the dimensions / measurements stay the same
- Final dimensions 1800mm(h) x 1200mm (W) x 1200mm (d) upholstered Seats 500mm (h)
1.5.11 Reading tower / story hour tower with loose pedestal

- Design as per illustration here below
- Total Height 1600mm (h) x 1800 diameters
- Loose pedestal (steps) with hand rail
- Carpeted seating and carpeted pedestal (steps)
- Affixed book shelf on one side
- Cut outs on sides as per illustration

1.6 Themed Browser boxes and other shelves

General specifications

1.6.1 General Browser box with themes as requested

- General outside dimensions 700(W)x 450-500(H) x 700(L)
- Height not to exceed 500(H)
- Construction to be manufactured from 22mm medium density fibre board with a mid cross section. Cross section to keep books in place so that children will be able to browse through books
- Attached 3-d themed figures to be manufactured from 6mm plywood
- 3-D theme must be attached to carcass of browser box by using glue and screws.
- Entry holes must be concealed with same wood type and colour medium (density board.)
1.6.2 Flower browser box

- Various designs requested to compliment the theme in the children's section
- Sunflower / Rose / Daisy / Rose / and other flower designs
- Final size including 3-d theme  700W x 450H x 700L

1.6.3 Alien / space ships Browser box

- Design as per illustration provided
- Outside dimension700(W) x 500(h)x700(L) including 3-d theme
- Aluminium feet attached to wooden frame
1.6.4 Animal themed browser boxes

- Designs of various animals
- Final dimension including 3-d theme 700W x 500H x 700L

1.6.5 Large Animal themed browser boxes

- 720(W) x 450(H) x 700(L)
- Animal designs
- Painted as per request

1.6.6 Small Animal / fantasy figures themed browser boxes

- Design as per illustrations provided
- Final dimensions 600(W) x 300(H) x 450(L)
- Themes to be chosen (animals, flowers, Disney characters, transport and other themes)
1.6.7 Browser box without themes
- Design as per illustration provided
- 600(W) x 300(H) x 450(L)

1.6.8 Forest animal painted children's browser boxes

- Themed browser box 4 compartment with 2 fixed shelves
- 700Wx1200Hx700D
- To be painted as requested
- Medium density fibre wood
1.6.9 **Racing car browser box with seating**

- Cut out and designed like a racing car
- Seating for two kids
- Steering wheel (rubber and able to be turned)
- Small rubber bicycle wheels able to move fixed on a suspension
- 750(W)x770(H)x700(D)

1.6.10 **New York taxi browser box**

- Half taxi themed browser box
- Free standing
- 700Wx600Hx450D
- To be painted as requested
- Medium density fibre wood
- Affixed shelves for display purposes as per design provided
1.6.11 Truck shaped browser box

- Heavy duty castor wheels to be added and ensure it is balanced
- 1200Lx700Wx500H

1.6.12 Themed reading vehicle / bus

- Themed reading slipper bus/vehicle with children's chairs, benches and shelve
- 1800Lx800Wx1800H
- Heavy duty castor rubber wheels minimum 6 wheels evenly spaced and balanced of to ensure bus can be moved
1.6.13 Fun train double sided browser boxes with reading spaces and shelves

- 700(L)x700(W)x700(H) per unit
- Each unit loose and free standing
- Seating as per design
- Shelves as per design
- Painted as per design

1.6.14 Smaller train browser box

- 700(L)x700(W)x500(H)
- One unit with seating and space for books
- Minimum of 6 wheels evenly spaced and balanced

1.6.15 Train 3
- 700Lx700Wx500H per unit
- Two Units
- Painted as per request
- Minimum of 4 Heavy duty caster wheels per Unit

1.6.16 Motorbike browser box

- Design a motorbike browser box in high density pressed wood
- Painted
- The seat must be in the form of a browser box
- The wheels should be in the form of book shelve compartments
- Minimum of 6 heavy duty caster wheels
- Free standing
- Well balanced

1.6.17 Boat shaped browser box

- 1800(L)x1200(W)x600(H)
- With loose step without hand rails
- Heavy duty castor wheels to ensure it is balanced and moveable
1.6.18 **Boat shaped browser box**

- With built in seating inside
- 1200(L)x1200(W)x600(H)
- with loose items (steering wheel fixed on the side), Light tower free standing, bigger light tower free standing, wooden oars as per design above
- to be painted as per request
- medium density fibre wood
- opening on one side with loose step stool

1.6.19 **Aeroplane browser box**

- Medium density fibre wood
- To be painted as per request
- Steps with hand rails to be fixed to aeroplane
- Free standing and balanced
- 1200Lx700Wx500H
- Bicycle rubber wheels to ensure plane can be moved
- Propeller to be able to be turned around
- Seating for 2 children
- Browser box with two compartments where the steering wheel should be

1.6.20 Reading house shaped

- 2700Lx1200wx1800H
- Includes a bench
- Painted as per request

1.7 Themed designed wall units

1.7.1 Themed animal wall units with shelves

- 500(H)x300(W)x300(D)
- MDF
- Painted as requested
- Ensure all ends are round and not dangerous
1.7.2 Themed ship steering wheel wall display unit

- 1000dax300(D)
- MDF
- Ply wood backing
- To be painted as requested

1.7.3 Long Skate board display shelves

- Skate board display shelves
- Sizes: 500(L)x250(W)
- Heavy duty castor rubber wheels fixed to the board

1.7.4 Themed children's magazine display stand (mobile)

- Design as per illustration provided
- The design will adopt to the specific theme that will be used for example any animal, flowers or other plants
- Final dimensions including castors, from the floor 900(H) x 600(D) x 900(W)
- Backing must be slanted with lipped shelf to prevent book from slipping
- and for displaying purpose of books
- 4 x heavy duty rubber castors, 11 mm in diameter, to be fixed with recessed bolts and nuts to ensure smooth mobility
1.7.5 *Childrens book display stand on castors*

- Design as per illustration
- Manufactured from 16mm MDF with divided top browser and bottom book display, fitted with 4 x 50mm castors

1.7.6 *Wall mounted aeroplane shelf*
- 3 shelves Airplane wall display unit various designs and colours
- 1200Lx800Hx500D

1.5.7 Wall mounted aeroplane shelf (2)

- Solid wall mounted aeroplane shelves like design provided
- Not painted but sealed as per prescripts
- Size: 1200Lx800Hx500D

1.8 Wall mounted themed display shelf

1.8.1 Batman 1

1.5.8.2 Batman 2
- 500Lx900Hx300D
- As per the design provided

1.8.2 **WWW Wonder Woman wall mounted display unit**

- Wall mounted
- Backing included
- Size of shelves to be adjusted to make space for books standing upright
- Medium density fibre wood
- To be painted as requested
- 1200Lx800Hx300D

1.8.4 **Superman display unit 1**

- To be manufactured as one solid piece with backing
- To be mounted to a wall
- Shelves affixed to make provision for books standing upright
- Medium density fibre wood
- To be painted as per request
- 1500Lx800Hx300D

1.8.5 Superman display unit 2

- 1200Lx800Hx300D
- Painted as desing above
- One shelve with superman sign at bottom or top

1.8.6 Cars wall mounted display shelve

- Medium density fibre wood
- To be painted as per request
- One shelve
- Design on top or at the bottom
- 915Lx900Hx300D

1.8.7 Rubber recycled motorbike tyre converted into a wall mounted shelve
- Recycled motobike tyre
- with backing at the back and painted in colour as per request
- Shelves affixed to display books and painted in colour as per request
- Diameter 800×250(D)

1.9 Additional items

1.9.1 Picket fence units

- Free standing with cut out figures as per theme and painted per request
- 500(H)×500(L)
- Ply wood

1.9.2 Ply wood door frame fascades

- Height of a standard door plus 200mm design on top of door frame
- Facade should be quoted per meter meaning final measurements will be done per site
- Width 500mm
- Painted as per requested
1.9.3 Door fascades

- 2,500(L)x300(W)x300(D)
- Ply wood
- MDF Frame

1.10 Display trees

1.10.1 Wall unit tree 1

- Design as per illustrations
- H1.2M x 600(W) x Shelf depth 300mm
- Parts to be fastened to wall with nails to ensure safety

1.10.2 Kremetart tree

- Free standing
- Design provided
-
- 1200(W) x 2000(H) x 1200(D)
- Medium Density Fibre wood

1.10.3 Corner tree (desk not include)

- Corner tree as per the design above (pink tree in the design above)
- To be fixed to a corner or shelf as per requested
- 1200(H) x 600(W) x 300mm shelf depth

1.10.4 House shaped reading booths for juveniles and children

- MDF
- Includes loose pillow and scatter cushions
- Provided with a loose covered sponge mattress in fabric of choice
- Mounted on a pedestal that is a lockable cupboard to ensure it is free standing
- Single sided Wall units
- Free standing
- 1500(H) x 900(L) x 500(D)
- Medium density wood
- To be painted as per requested
1.10.5 Circus cart reading booth

- Sizes 1750(H)×L1300(L)×900(D)
- Ladder to be fixed
- Loose pillows upholstered inside
- Cupboard to be converted into a book shelve

1.10.6 Reading circle

- Fixed to a wall
- Able to move around
- Heavy duty plastic fixed buckets to be used as browser boxes
- 1800Hx915Wx300D
1.10.7 **Roller coaster**

1.7.8 **House shaped reading area frame**

- Free standing house frame
- Medium density fibre wood
- Size 2000(H)×2700(L)×1800(W)

1.7.9 **Jack-in-the-book box**

- Boxes as per design stacked with cut out figures to compliment the design

- 15 boxes (300x300x300)
- Cut out wall figures
- Mounted to the wall

1.7.10 **Themed boat wall book shelf**

- 2000(L)x500(W)x300(D)
- Painted as requested
- Fixed shelves
- MDF
- Ply wood backing

2. **Book shelves**

2.1 **Individual tailored made designed shelves**

2.1.2 **Puzzle design single sided wall unit**

- 1800Hx915Wx300D
- Solid wood
- Shelf affixed
- Painted

2.1.3 **Twisted shaped single sided wall unit**
2.1.4 Rainbow colour single sided wall unit

2.1.5 "S"-shaped single sided display unit

2.1.6 Leaning "Pisa"-tower single sided wall unit
- 1000(W)x1800(H)x300(D)
- Shelves affixed
- Solid wood
- Painted as per request

2.1.7 Leaning "Pisa" - Tower B single sided wall unit with legs

- 1000(W)x1800(H)x300(D)
- Painted as requested
- Legs to steady the top part
- Able to be free standing
- Shaped as per design provided here above
- Solid wood

2.1.8 High way leaning single sided wall unit
- 1800(w)x1980(h)x300(d)
- Shaped as per design provided
- Ply wood backing
- Solid wood

2.1.9 Sliding across single sided wall unit

- 1520(H)×915(W)×300(D)
- Affixed shelves

2.1.10 Pyramid puzzle shaped single sided wall unit

- 1830H×915L×300D
- Fixed shelves
- Painted as requested
- MDF
2.1.11 Wine rack single sided wall unit

- Add Ply wood backing
- Single sided wall unit
- 1800(H)×1800(L)×300(D)
- Medium Density Fibre Wood
- To be painted as requested

2.1.12 Wine rack single sided wall unit with lockable cupboards at the bottom

- 1800(L)×1830(H)×300(D)
- MDF
- Painted as requested
2.1.13 **Paper clip design single sided wall unit**

- 2000Hx1800Wx450D
- Painted
- Free standing
- Shelves affixed
- Design provided
- With upholstered cushion in imitated leather

2.1.14 **The "Conversation" blocked single sided wall unit**

- 1800(H)×915(L)×300(D)
- MDF
- To be painted as requested
2.1.15 *Fixed display units within a single sided display wall unit*

- 1800(H)x1000(L)x300(D)
- MDF
- To be painted as requested
- Fixed shelves

2.1.16 *The “Square” Wall Unit*

- With plywood backing
- 1800(H)×915(L)×300(D)
- MDF
- Painted as requested

2.1.17 *The “Rectangular” single sided wall unit*
- With plywood backing
- 1800(H) x 1000(L) x 300(D)
- Medium Density Fibre wood
- Painted as requested

2.1.18 The "Circle" single sided wall unit (A)

- 1500(H) x 300D x 2 for a full circle
- 1500(H) x 300(D) half circle
- MDF

2.1.19 The "Circle" B half single sided wall unit
- 900(H)×500(L)×300(D)
- To be painted per request
- MDF

2.1.20 The "S" circled single sided wall unit

- 1500DIA×300D
- Ply wood backing to be added
- To be painted as requested
- MDF

2.1.21 The "O" design single sided wall display unit

- 1500diameter×300(D)
- MDF
- To be painted as requested

2.1.22 The "Lomanyaneng" round shelf
- 1500dlax1520(H)
- With minimum of 4 heavy duty castor wheels and ensure it is balanced

2.1.23 Display unit for the Odd empty corners

- 500(H)x300(W)x300(D)
- Painted as requested
- MDF

2.1.24 The "Corner" single sided display wall unit

- Squares measures 1520(H)x300(D)x200(W)
- Corner unit
- MDF
- To be painted as requested
2.1.25 Single sided wall unit with Down Lights

- 1520(H) x 300(W) x 300(D)
- Include installation of 4 down lights with an electrical cord, on/off switch with plug
- MDF
- To be painted as requested

2.1.26 The Alphabet single sided wall units

- Alphabet letters from A – Z designs single sided wall unit
- MDF

- 1800(H) x 1200(W) x 300(D), Free standing
2.1.27  The "X"-tailored designed corner single sided shelve

- 1800(H)×900(L)×300(D)
- Saligna wood
- Fixed shelves

2.1.28  The "Swirl" twisted double sided shelve

- 1800(H)×900(L)×900(D)
- Saligna wood
- Free standing
2.1.29 The "Blocks" display wall unit

- With ply wood backing
- Squares must measure 300(D) x 300(L) x 300(D)
- Length of the shelve 1200
- Width of the shelve 1200
- MDF
- Painted as requested

2.1.30 Let us play around single side wall units

- Arrows
- House and Castle
- Conversation blocks

- 50(W) x 25(D) x 50(L)
- To be painted as requested
- Medium density fibre wood
2.1.31 Fill up spaces blocks display wall mounted units

- Sizes each square measures 300(L)×300(D)×300(W)
- To be painted per request
- MDF

2.1.32 The Reversed “L”-shaped display wall unit

- Sizes 300(L)×300(D) and shaped in reversed L shape with square on top
- MDF
- To be painted as requested

2.1.33 The “Triangle” shaped single sided display wall units

- Wall units with plywood backing
- To be manufactured as one piece
- To be painted per request
- MDF
- 300(D)×300(W)×300(L) per triangle
2.1.34 Picture frames Book display boxes

- No mirrors
- Replace mirrors with ply wood backing
- To be painted as per requested
- 300(D)x300(W)x300(L)
- Plywood backing
- Plywood sides
- Picture frames

2.1.35 The "Octagen" display wall mounted boxes

- No mirrors
- Replace mirrors with ply wood backing
- To be painted as per requested

2.1.36 Butterfly shaped display wall unit

- 600(H)x500(W)x300(D)
- Combination of plywood and MDF
2.1.37 Flower shaped wall display unit

- 900(H)×600(W)×300(D)
- Combination of ply wood and MDF
- To be painted as requested
- Flower shape may vary from sunflower, daisy, rose or as design above

2.1.38 Direction signage pole

- Direction signage with wording as per request (i.e. Fiction, Non-Fiction, categories of fiction etc.)
- Mounted on a free standing pole
- To be painted as per request
- Medium density fiber wood
- 1500(H)×500(W)

2.1.39 Tea-cup shaped single sided wall units
- As per design here below
- Shelves affixed
- MDF
- Painted as requested

- 600(W) x 1200(H) x 300(D)

2.1.40 The Mahikeng Corner display unit

- Affixed shelves
- MDF
- Painted as requested
- 100(H) x 550(W)

2.1.41 Snake like curved seating in between shelf units

- Ottoman seating only
- Ottoman seating solid wooden frames
- 500(L)x500(W)x500(D)
- Upholstered with high quality sponge inners
- Covered with fabric of choice and heavy duty plastic
- Or Covered with imitated leather
- The shelves are not included it is combined with double sided shelves as per tables provided here below under double sided island units

3. Display units and shelve seatings

3.1 Seating
- Fitted to double sided island units
- Upholstered in fabric of choice covered with heavy duty plastic or imitated leather of material

- 800(W)x1520(H)x700(D)

3.2 Lomanyaneng half circle reading shelve with shelving at the back

- Double sided 1800(w)x1370(h)x400(d) as per the design here above
- Seating on one side shelving on the back
- Upholstered with fabric of choice and covered with heavy duty plastic
- Or Upholstered with imitated leather (small pillows to be included)

3.3 Checkered blocks double sided shelve end display unit
- 520(H)×500(W)×500(D)
- Free standing
- To be painted as per request
- MDF

3.4 Oval sliding shaped shelf end display unit

- Free standing
- End of double sided island units
- 520(H)×500(W)×500(D) (bottom part the biggest and smaller to the top)

3.5 Round shaped shelf end display unit

- Free standing
- End of double sided island units
- 520(H)×500(W)×500(D)
- Painted as requested
4. MDF

4. Different sizes of standard book shelves

4.1 Width of shelves:

<table>
<thead>
<tr>
<th>Width (mm)</th>
<th>Description</th>
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<tbody>
<tr>
<td>200</td>
<td>Fiction books</td>
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<tr>
<td>250</td>
<td>Reference, study - and non-fiction books</td>
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<tr>
<td>250</td>
<td>Adult single wall units</td>
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<tr>
<td>300</td>
<td>Children /Toddler picture books</td>
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</table>

4.2 Thickness of wood:

- The minimum thickness of the **solid wood** should not be less than 22 mm.
- Sealed as described under general specifications (page 1)
- It should also include **sloping shelf** with bottom legs according to the picture here below:

![Image of sloping shelves](image_url)

<table>
<thead>
<tr>
<th>Wall unit</th>
<th>Dimension</th>
<th>Wood</th>
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<tbody>
<tr>
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<td>915(w)x1070(h)x200(d)</td>
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### 4.3 Double island units

- Width and depth adjusted according to the different measurements of shelving units used.

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5. **SPECIAL DESIGNED DOUBLE SIDED ISLAND UNITS**

5.1 **Half Circle Double Sided Island Units**

- 915(w)x1070(h)x600(d) per unit x 2 shaped in half circle
- Solid Wood

5.2 Circle Double Sided Island Unit

- Two half circles with a loose wooden pillar in the middle to connect the two half circles
- The loose wooden pillar should be higher that the height of the shelves
- 915(w)x1070(h)x600(d) x 4
- Double sided island units but shaped in the form of circle

5.3 Curved half circled double sided island units

- 915(w)x1070(h)x600(d) x 3

5.4 Other Loose items: Perspex panels fitted to end of shelves
- Colours to be identified by the client

5.5 **Display units with glass doors**

- Cabinet is manufactured in solid wood final thickness of wood 22 mm
- Final sizes of cabinet is 915wx2010Hx 300d  with 5 adjustable shelves
- Doors consists of wood frame with 3mm glass inserts
- Doors must be fitted to cupboard with hinges strong and sturdy enough to endure usage
- Doors must be fitted with locks and a extra set of keys must be provided
- This unit can either be mobile or free standing
- If mobile heavy duty non marking castors must be used and screws must be recessed

6 **Tailor-made furniture**

6.1 **Counter**

A counter is a unique made item for each individual library. It has to be designed by the architect or designer responsible for the project with great care and the following need to be taken into consideration:

**General characteristics:**

- the work surface can be of solid wood or be finished with Formica topping, post formed 90 degrees with the final thickness of 32 mm (color to be specified)
- if not, the veneer top should be minimum 16 mm with a bull nose edging of minimum 32 mm;
- sunken issue drawers if the library is not automated -(100 mm x 430 mm)
- lockable money drawers for fines, photocopies made, user fees, etc.;
  - shelves for utensils such as pens, pencils, scissors, etc.
  - lockable stationary drawers;
  - lockable cabinets;
  - drawers for special request cards, interlibrary loan -cards, membership cards; (sizes will be specified)
• computer and telephone lines must be accommodated within the counter surface;
• computer outlets must be provided on the work top surface must be a loose unit to ensure flexibility in future;
• area behind the counter must be sufficient to accommodate at least one counter chair, two book trolleys, photocopier and fax machine; counter height: need not to exceed 960 mm to execute standing functions;
• counter height: need not to exceed 760 mm to execute sitting functions;
• counter width: need not to exceed 600 mm.

6.2 Counter Add-on 2 door cupboard

• Cupboard can either be fitted or be loose standing underneath counter top
• Cupboard h 740x550mm d length can vary according to librarians needs
• Cupboard can have 2 sliding or Lockable doors
• 30mm round cam – Locks are used ( locks must accommodate a Spare set of Keys )
• Lockable doors must be Fixed to Cupboard Construction using half overlay concealed hinges
• Doors must be fitted with barrel bolt handles
• Cupboard must be fitted with Adjustable shelves
• Construction of cupboard must be glued with special wooden glue and screwed with flat head self-tapping screws in strategic places
• Screws must be recessed and covered with wooden spigot/spile in same wood colour and wood type
• Top must be Bull-nosed to match counter top for all over neatness and to create harmony
• Sealing coat of all new wooden furniture must be a heavy body Nitro cellular sealer

6.3 Counter add on mobile 3 drawer pedestal

• Pedestal is a mobile unit to fit underneath counter top
• 3 Drawer are fitted in mobile pedestal with telescopic drawer runners
• Drawer can be fitted with 30mm cam locks ( lock must accommodate a spare set of keys
• Barrel-bolt handles must be fitted to each drawer
• Pedestal is fitted with 4 non marking rubber castors
• Top must be bull-nosed to compliment counter top and to create and establish harmony to counter
• Construction must be glued with special wooden glue and screwed with self-tapping screws in strategic places
6.4 Information counter

- Design as per illustration
- 1200(h) x 1200mm diameter
- Manufactured from dark veneer wood with solid 22mm wood top

6.5 Children’s Counter

- Raised top 1800w x 840h x700d
- Mobile pedestal (3-drawer)
- Painted and treated according to general specifications
- Cut out figures added to compliment the theme of the children’s library

7. Other items

7.1 Book trolleys

<table>
<thead>
<tr>
<th>Book Trolley</th>
<th>Dimension</th>
<th>Wood</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>800(w)x940(h)x450(d)</td>
<td>Saligna</td>
</tr>
<tr>
<td>Item Description</td>
<td>Dimensions</td>
<td>Material</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------------</td>
<td>---------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>3 flat shelves</td>
<td>800(w)x1090(h)x450(d)</td>
<td>Saligna</td>
</tr>
<tr>
<td>2 sloping shelves Bottom flat shelf</td>
<td>800(w)x960(h)x380(d)</td>
<td>Saligna</td>
</tr>
<tr>
<td>22mm tube chrome frame with 2 detachable sloping shelves</td>
<td>760(w)x840(h)x360(d)</td>
<td>Saligna</td>
</tr>
<tr>
<td>6 Fixed sloping shelves &amp; 25mm square frame (heavy duty)</td>
<td>700(w)x1160(h)x500(d)</td>
<td>Saligna</td>
</tr>
<tr>
<td>TV Trolley with lockable wooden doors</td>
<td>900(w)x1200(h)x600(d)</td>
<td>Saligna</td>
</tr>
<tr>
<td>Book return Trolley with depressible top</td>
<td>600(w)x740(h)x600(d)</td>
<td>Saligna</td>
</tr>
<tr>
<td>3 flat shelves &amp; 22mm powdercoated Tube frame</td>
<td>950(w)x1095(h)x320(d)</td>
<td>Okoume veneer</td>
</tr>
<tr>
<td>2 sloping shelves Bottom flat shelf, 22 mm Powdercoated Tube frame</td>
<td>1010(w)x1085(h)x350(d)</td>
<td>Okoume Veneer</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Natural High density pressed wood Melamine</td>
</tr>
</tbody>
</table>
7.2 TV cabinet

- It is advisable for the cabinet to be lockable, and easily moveable with four rubber wheels (100 mm castors)
- Final size 900(w) x 1200(h) x 600(d)

8 Magazine shelves

8.1 Magazine stand with 5 storage cabinets

<table>
<thead>
<tr>
<th>Saligna</th>
</tr>
</thead>
<tbody>
<tr>
<td>High density pressed wood</td>
</tr>
</tbody>
</table>

Painted according to request
i.e. animal pring or zebra stripes
or vertical stripes

Example:
• height: 1 800 mm
• length: 900 mm
• width: 560 mm

8.2 Magazine Stand (No Storage)

<table>
<thead>
<tr>
<th>Material</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saligna</td>
</tr>
<tr>
<td>High density pressed wood</td>
</tr>
</tbody>
</table>

• four wooden legs / 6 display drawers
• height 1 520 mm
• length 1 200 mm
• width 700 mm

8.3 MAGAZINE STAND (no storage) triangular shaped with four shelves

<table>
<thead>
<tr>
<th>Material</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saligna</td>
</tr>
<tr>
<td>High density pressed wood</td>
</tr>
</tbody>
</table>

• height: 1 520 mm
• length: 1 200 mm
• width: 420 mm

8.4 MAGAZINE STAND WITH ONE BOTTOM STORAGE CABINET

<table>
<thead>
<tr>
<th>Material</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saligna</td>
</tr>
<tr>
<td>High density pressed wood</td>
</tr>
</tbody>
</table>

• height: 1 800 mm
• length: 1 200 mm
8.5 *Single sided magazine stand with 6 storage cabinets on 4 wooden legs*

- **width:** 420 mm
- **height:** 1500 mm
- **length:** 900 - 1800 mm
- **width:** 300 mm
- **height:** 1500 mm

5.6 *Magazine Display and storage stand*

- **900mm W x1500mmx300 D**
- Four fitted display shelves
- Display shelves are pro foundered with piano hinges in order to lift up.

(storage purpose for older magazines)

- Each slightly slanted display shelve is fitted with a non slip rail in order to keep magazines in place

9. *Newspaper reading tables*

9.1 *Newspaper reading table*

- **height:** 1500 mm
- **width:** 460 mm
- **depth:** 760 mm
9.2 **Newspaper reading table with sloping top**

<table>
<thead>
<tr>
<th>Saligna</th>
</tr>
</thead>
<tbody>
<tr>
<td>High density pressed wood</td>
</tr>
</tbody>
</table>

- height: 740 mm
- width: 1800 mm
- depth: 600 mm

9.3 **Magazine display and storage stand**

<table>
<thead>
<tr>
<th>Saligna</th>
</tr>
</thead>
<tbody>
<tr>
<td>High density pressed wood</td>
</tr>
</tbody>
</table>

- Construction size is 915 mm wide, height 1830mm, height can be adjusted 400mm deep
- Recessed slanted door with 10 Display shelves
- Storage cabinet must have 5 fixed shelves
- Door must be fitted with hinges to open
- Slanted door must be fitted with non-slip bottom rails in order to keep magazine in place

10. **READING TABLES**

10.1 **Rectangular table (solid wood)**

<table>
<thead>
<tr>
<th>Saligna</th>
</tr>
</thead>
<tbody>
<tr>
<td>High density pressed wood</td>
</tr>
<tr>
<td>High gloss topping</td>
</tr>
<tr>
<td>In various colors</td>
</tr>
</tbody>
</table>

- height: 740 mm
- length: 1500 mm
- width: 900 mm

High gloss topping:
10.2 **TABLES WITH DOME BASE LEGS**

- Boardroom table with dome base legs (aluminium) top oval 2700 x 900 wide on 2 dome base legs (height of dome base legs 740mm)
- Or tables with dome base legs (aluminium) round wooden top 1200 diameter on 1 dome base leg (height of dome base leg 740mm H)
- Square wooden table top 1500 x 900 on 2 square dome base Legs (height of dome base legs 740mm H)

10.3 **STEEL TABLES**

- foldable steel tables (to be added if groups are to big or can be used outside etc.)
- Foldable
  - height: 740 mm
  - length: 1500 mm
  - width: 900 mm

10.4 **Round table (solid wood)**

<table>
<thead>
<tr>
<th>Material</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saligna</td>
</tr>
<tr>
<td>High density pressed wood</td>
</tr>
<tr>
<td>High gloss topping in various colors</td>
</tr>
</tbody>
</table>

- 1200 diameter
- height 740 mm

10.5 **Corner table (solid wood)**

<table>
<thead>
<tr>
<th>Material</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saligna</td>
</tr>
<tr>
<td>High density pressed wood</td>
</tr>
<tr>
<td>High gloss topping in various colors</td>
</tr>
</tbody>
</table>
• width 700 mm
• depth 700 mm
• height 740 mm

11. **STUDY TABLES / CUBICLES**

<table>
<thead>
<tr>
<th>Material</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saligna</td>
</tr>
<tr>
<td>High density pressed wood</td>
</tr>
<tr>
<td>High gloss topping in various colors</td>
</tr>
</tbody>
</table>

• height: 740 mm
• width: 900 mm
• depth: 600 mm

➢ 4 seater study table with fixed shelves at the end
12. **STEP STOOLS**

12.1 **Wooden Step Stool**

- height: 380 mm
- length: 400 mm
- width: 380 mm

12.2 **Children Upholstered Step / Foot Stools**

- Manufactured in 16mm medium density fibre board
- Base construction consists of 4 sides. Each side size is 270mm x 230mm
- Seat is 300 mm in diameter
- Seat to be upholstered using high density foam 4mm in thickness
- Upholstery material must have 25000 rubs and must complement and enhance the theme of the children's library
- Base construction must be glued and screwed in strategic places using flat head self-tapping screws
- Screws must be recessed and covered in matching color wood and wood type
- Upholstered seat must be fastened to base
- Wooden structure must be painted according to specifications

12.3 **Steel kick stool with swivel castors**

As per illustration
13. **Alphabetical wooden blocks (set of 26)**

14. **Metal book ends**
   - All book ends are made of metal with a non-slip rubber base
   14.1 book ends for reference books
   14.2 book ends for standard weight books
   14.3 themed book ends
14.4 THEMED CHILDRENS BOOK ENDS WITH DESIGN FIXED TO THE METAL BOOKEND

- Design as per illustration serve as a guideline. The theme of the designs will be determined by the theme of the children's library
- Steel book end as per normal manufacturing specifications
- Design manufactured out of 6mm MDF
- The design must be glued with epoxy

15. METAL SHELF INDEX GUIDES / MARKERS (SET OF 32)

- Final size of Shelf Marker is 120W x 23H x 160D
- Manufactured from 2mm steel with an epoxy powder coated finish

16. READING AREA

16.1 Coffee Table

<table>
<thead>
<tr>
<th>Material</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saligna</td>
<td>High density pressed wood</td>
</tr>
</tbody>
</table>

- 700H x 500W x 450H
- Solid wood

Note for upholstered furniture

- All upholstered furniture for the reading area must be pre-treated with Scotch Guard

16.2 Modern double seater couch with arms and aluminium legs
- 1500mm x 900mm D x 760mm H with bolted arms
- Bare construction of couch is manufactured out of 38 mm thick solid wood fitted with back feet springs
- Seats are moulded with 30mm high density foam
- 4x 100mm high aluminium steel legs 50mm in diameter are fitted to couch
- Upholstery material with 25000 rubs are to be used
- Colour choice of upholstery material should be stated by librarian

16.3 VALENTINO CHASE COUCH WITH OTTOMAN

- Upholstered in fabric with imitated leather finishes

16.4 VALENTINO COUCH

<table>
<thead>
<tr>
<th>With fabric</th>
</tr>
</thead>
<tbody>
<tr>
<td>With imitated leather</td>
</tr>
<tr>
<td>With genuine leather</td>
</tr>
</tbody>
</table>
- standard size two seater
- upholstered in fabric / imitated leather or genuine leather

16.5 **HAVANNA COUCH AND CHAIR LEATHER DESIGN COUCH**

<table>
<thead>
<tr>
<th>Couch</th>
</tr>
</thead>
<tbody>
<tr>
<td>Imitated leather</td>
</tr>
<tr>
<td>Genuine leather</td>
</tr>
</tbody>
</table>

Standard two seater couch with aluminium legs

16.6 **OSLO WILD CORNER COUCH**

<table>
<thead>
<tr>
<th>Two seater</th>
</tr>
</thead>
<tbody>
<tr>
<td>One seater</td>
</tr>
</tbody>
</table>

- Two seaters
- One seater
- Upholstered in fabric of choice
16.7 **MODERN SLIPPER CHAIR**

- Width of chair 660mm 900mm D x 760mm H
- Bare construction of couch is manufactured out of 38 mm thick solid wood fitted with back feet springs
- Seats are molded with 30mm high density foam
- 4x 100mm high aluminum steel legs 50mm in diameter are fitted to couch
- Upholstery material with 25000 rubs is to be used
- Color choice of upholstery material should be stated by librarian

16.8 **TRISTAN CHAIR**

- Width of chair 640mm x 650mm D x 760mm H with bolted arms
- Bare construction of couch is manufactured out of 38 mm thick solid wood fitted with back feet springs
- Seats are molded with 30mm high density foam
- 4x 100mm high aluminum steel legs 50mm in diameter are fitted to couch
- Upholstery material with 25000 rubs is to be used
- Color choice of upholstery material should be stated by librarian

16.9 **Tub chairs**

- Upholstered fabric of choice
- Covered with heavy duty plastic

16.10 **NEVIS DOUBLE SEATER COUCH**
16.11 MONTANA SINGLE UPHOLSTERED CHAIRS

- Upholstered in fabric of choice
- Covered with heavy duty plastic
- Wooden frame and legs

16.12 PROTEA TOWER COUCH

<table>
<thead>
<tr>
<th>Without heavy duty castor wheels</th>
</tr>
</thead>
<tbody>
<tr>
<td>With heavy duty castor wheels</td>
</tr>
<tr>
<td>(balanced)</td>
</tr>
</tbody>
</table>

- Upholstered
- Top upholstered in imitated leather
- bottom in fabric

16.13 **UPHOLSTERED PEBBLE SEATING**

- Design as per illustration
- Final dimensions including aluminum legs 600mmH x 800mm in diameter
- High density foam must be used
- Upholstery material with 25000 rubs is to be used
- Covered with heavy duty plastic
- Color choice of upholstery material should be stated by client

16.14 **ROUND SHAPED COUCHES**

- Upholstered in imitated leather
- Covered with heavy duty plastic
- As per design here above
- Aluminium legs

17. **Chairs**

17.1 Typist, adjustable, upholstered chairs for computers
17.2 Rick stacker, upholstered

17.3 Plastic moulded chairs (Adults)

17.4 Plastic moulded chairs Children / Toddlers

- Seat height 280mm,
- back height 460mm,
- front width 350mm, side width 320mm
- Color as per client request
- General specifications applicable

18. **Office furniture**

18.1 **Single pedestal desk: 4 drawers on one side**

<table>
<thead>
<tr>
<th>Saligna</th>
</tr>
</thead>
<tbody>
<tr>
<td>High density pressed wood</td>
</tr>
</tbody>
</table>
• Construction dimension-1500(w) x 740(h) x 900(l)-
  • Manufactured from either 22mm hardwood with 10mm solid hardwood edging or 16mm veneered particle board

18.2 **DESK WITH DRAWERS ON BOTH SIDES**
• 1800W x 740H x 900L

<table>
<thead>
<tr>
<th>Saligna</th>
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</thead>
<tbody>
<tr>
<td>High density pressed wood</td>
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</tbody>
</table>

18.3 **L-shape single pedestal desk with extended credenza**

<table>
<thead>
<tr>
<th>Saligna</th>
</tr>
</thead>
<tbody>
<tr>
<td>High density pressed wood</td>
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</tbody>
</table>

• 1.1800(w) x 740H x 900(l) with extended credenza- 820mm x 470mm

18.4 **Systems Cabinet (wood) with 3 shelves**

<table>
<thead>
<tr>
<th>Saligna</th>
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</thead>
<tbody>
<tr>
<td>High density pressed wood</td>
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</tbody>
</table>

• Construction dimension-1500mm x 1000mm x 500mm

18.5 **Combination bookcase with shelves(solid wood frame glass doors bookcase and close cabinets)**

<table>
<thead>
<tr>
<th>Saligna</th>
</tr>
</thead>
<tbody>
<tr>
<td>High density pressed wood</td>
</tr>
</tbody>
</table>
• Construction dimensions-1240mm x 1450mm x 330mm
• Manufactured from either 22mm hardwood with 10mm solid hardwood edging or 16mm veneered particle board

18.6 Filing cabinet – Steel

Note:

• Universal locking, drawers fitted with rails for suspension files. Cabinets are manufactured from cold rolled commercial quality mild steel sheet to Iscor SPE 130 and are finished with an epoxy polyester powder coat in standard colors.
• Approximate Volume 0.400 m3 weight 48 kg

18.6.1 Filing cabinet - Steel (3 drawers)
• 470(w) x 1015(h) x 630(d)

18.6.2 Filing cabinet - Steel (4 drawers)
• 470(w) x 1320(h) x 630(d)

19. Office chairs

19.1 Manager Chair
• Tilt and gas height adjustment
• Upholstered with 48000 rubs

19.2 Manager Chair / Netted back
• Seat -0.800m & back -1.200m of fabric
• Seat foam- 64 chip foam
• Back foam-30

19.3 Manager Chair
• Gas height adjustment with multi-position lock
• Seat -0.800m
• Back - 25.4mm diameter frame with netting
• Seat foam - 64 chip foam

19.4 Visitors chair

![Visitors chair](image)

• Netted mid back - sleigh base arms
• Seat - 0.800m
• Contract Fabric with 48000 rubs
• Seat foam - 64 chip foam
• Back - 25.4mm diameter frame with netting

20. Computer tables

![Computer tables](image)

• Construction made of solid wood
• Top 1000mmL x 700mmD x cut out at an angle
• Computer box 300mmW fixed to top
• Top bull nosed or edged for overall neatness
• Two solid legs used in completion of structure
• Final height 740mm

21. Computer chairs
- 0.8m fabric (seat-0.500mm & back -0.600mm)

22. **Miscellaneous Items**

22.1 **Dustbin**

22.2 **Book Display unit between Shelving**

<table>
<thead>
<tr>
<th>Saligna</th>
</tr>
</thead>
<tbody>
<tr>
<td>High density pressed wood</td>
</tr>
</tbody>
</table>

- Manufactured from 22 mm (final thickness) solid wood
- Width must be 300mm
- Front backing must be slightly slanted manufactured from 6mm plywood.
- Backing of display unit to be manufactured from 6mm plywood
- Front lipped non-slip rails must be fitted to hold magazines in place
- Number of Displaying shelves depends on the height of bookshelves
- Can display 1 book per shelf
- Height and depth depends on adjacent bookshelves
- 2 coats of heavy body nitro cellulose sealer must be used followed by a final coat of wood varnish
- Construction must be glued and screwed in strategic points.
22.3. **Locker**

22.3.1 **Locker one**

<table>
<thead>
<tr>
<th>Saligna</th>
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<tbody>
<tr>
<td>High density pressed wood</td>
</tr>
</tbody>
</table>

Standard four compartment lockers, size 1800x300x450 deep, interior empty doors fitted with hasp and staple handle with padlock facility, 2 sets of four louvers and two 75mm torpedo hinges. Colour hammer tone grey or ivory and Karoo. Lockers are manufactured from 0.6 cold rolled commercial quality mild steel sheet to Iscor SPE 130 and are finished with an epoxy polyester powder coat in our standard colours volume 0.260 M3 weight 24 kg.

22.3.2 **Locker two**

<table>
<thead>
<tr>
<th>Saligna</th>
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</thead>
<tbody>
<tr>
<td>High density pressed wood</td>
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</tbody>
</table>

Locker Standard two tier lockers, size 1800x300x450 deep, interior fitted with cloths rail only, doors fitted with hasp and staple handle with padlocks facility, 2 sets of four louvers and 75 mm torpedo hinges. Colour hammers tone grey or ivory and Karoo. Lockers are manufactured from 0.6 cold rolled commercial quality mild steel sheet to Iscor SPE 130 and are finished within epoxy polyester powder coat in our standard colours. Volume 0.260 M3 weight 22 KG.

22.3.4 ** Locker three**

<table>
<thead>
<tr>
<th>Saligna</th>
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</thead>
<tbody>
<tr>
<td>High density pressed wood</td>
</tr>
</tbody>
</table>

Standard Single door locker size 1800x300x450 deep, interior fitted with top shelf and cloths rail, door fitted with hasp and staple handle with padlock facility 2 sets of four louvers and three 75mm torpedo hinges. Colour hammer tone grey or ivory and Karoo lockers are manufactured from 0.6 cold rolled commercial quality mild steel sheet to Iscor SPE 130 and are finished with an epoxy polyester powder coat volume 0.260m3 weight 21 KG.

23. **Steel standard stationery cupboard**
Standard steel stationery cupboard size 1800x900x450deep, fitted with four adjustable shelves, double swing doors fitted with a tree point locking device and three sets 75mm torpedo hinges. Cupboards are manufactured from cold rolled commercial quality mild colours. Volume 0, steel sheets to Iscor SPE 130 and are finished with an epoxy polyester powder coat in one of our standard 770 m3 weight 48 KG.

24. Spinner tower / single and double

<table>
<thead>
<tr>
<th>Material</th>
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<tbody>
<tr>
<td>Saligna</td>
</tr>
<tr>
<td>High density pressed wood</td>
</tr>
</tbody>
</table>

1) Manufactured in solid wood 22mm in final thickness
2) Oval shape storage either single or double with sliding doors and 1 fixed shelf
3) Doors are lockable using pushed locks
4) Aluminium knob handles to be fitted to doors
5) Unit is mobile fitted with 4 non marking castors
6) Tower can rotate and is fitted with lazy suzy
7) Tower consists of 5 display shelves
8) Total height of single or double tower is 1500mm
9) Display shelves are fitted with 6mm round bar to keep DVD'S in place
10) Construction must be glued and screws in strategic places using flat head self-tapping screws
11) Screws must be recessed and covered by nog/spile is same wood type and wood colour

25. Stationary cupboards

25.1 Store room cupboards

<table>
<thead>
<tr>
<th>Material</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saligna</td>
</tr>
<tr>
<td>High density pressed wood</td>
</tr>
</tbody>
</table>
1. Cabinets to be manufactured in solid wood. Final wood thickness is 22mm
2. Total size of is 915mm W x 1830mm H x 400mm D.
3. Fitted with 4 loose adjustable shelves
4. Doors must be fixed with hinges and fitted with barrel handles
5. 6mm Medium density fibre backing to be used on unit
6. Each door to be constructed in 2 sections using T-grooved solid slats
7. Doors are fitted with cam locks (set of spare keys to accommodate cupboard)
8. Doors are fitted to construction with concealed half overlay hinges
9. Each unit is free standing
10. Construction must be glued and screwed in strategic places with flat head self-tapping screws
11. Screws must be recessed and covered with wooden nog/spile in same colour wood and wood type
12. All new furniture must first be sealed with a heavy body Nitro cellular sealer, followed by finishing coats of Acid Catalyst Reaction lacquer sealer, non-yellowing.

26. Key cupboards

- 1000Lx100Wx800H
- Wooden cupboard

27. **Children's book en Puppet case that can be used for Marionettes and hand puppets**

**General Frame**

- Construction must be manufactured from 22 mm medium density fiber board consisting of 3 panels. Panels must be able to fold in sections for easy storage.
- Outside dimensions of complete construction 2800mm (w) x 1800mm (h)Side Panels
- Dimensions: 2x panels 1800mm (h) x 700mm (w), fitted to front panel with piano hinges. Chains and hooks must be placed in strategic places on the back of these panels in order to keep panels safely in place when panels are opened and when puppet case is in use.

**Front panel**
• Doors for Marionettes
  • Outside dimensions 1200mm (w) x 1800mm (h)
  • 200mm from the bottom of front panels 2 doors (total dimensions 900mm (w) x 700mm (h) must be fitted on to the outside of panel with cupboard hinges.
  • Doors must be fitted with handles for opening and fitted with magnetic clips to keep doors when closed.
  • Top panel doors for hand puppets
  • Outside dimensions 900mm (w) x 600mm (h) - to be split in 2 sections
  • Bottom section: 200mm (h) x 900mm (w) to be fitted with piano hinge, chains & hooks to keep panel/flap in place when opened to the front side of construction.
  • Top section to be fitted with gas-stay hinges in order to keep panel/flap-door open when in use.

**Marionette plat form**

• To be manufactured from 16mm medium density fiber board
• Outside dimensions 900mm (w) x 1000mm (h) x 400mm (d) To be 2 sections:
• Bottom section/platform outside dimensions 200mm (h) x 300mm (d) x 900mm (w) to be glued and screwed to back of construction 1000mm (h) x 100mm (d) x 900mm (w)

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28. **Decorative wall panels**

• Decorative panels (see design here below) manufactured in 6mm plywood
• Decorative panel must be glued and screwed to construction
• Screws must be covered with wood nog/spile in the same type wood and colour
29. Perspex divisions

Perspex divisions on a worktop installed with metal as seen on the picture.
- Price per meter width
- Height 350mm
30. MOBILE COMPUTER STAND

As per the design here below:

31. **Sliding wall unit with Ply wood backing**

- 1520Hx915Wx300D

32. **Be “PUZZLED” wall unit**
• 1520Hx915Wx300D
• MDF
• Painted as requested
• Design here above

33. "Japan" book shelf wall Unit

• 1800Hx1800Wx300
• Painted as requested
• MDF
• Design here above

34. Sliding the slide book shelf
- 1520Hx915Wx300D
- As per design here above
- Painted as requested
- MDF

35. The "Whale" fish wall unit with drawers

- 1800Hx1000Wx300D
- To be painted as requested
- MDF
- Design provided

36. Crock the crocodile children's display book shelve
1520Hx915Wx300D
To be painted as requested
MDF
Design provided

37. **Spruce the tree book case single sided wall unit**

1800Hx1500Wx300D
To be painted as requested
Free standing
Design provided
MDF

38. **The “Abstract Curved” shelve with or without drawers**
39. **Outside the Box single sided wall unit**

- 1800(H)×915(W)×300(D)
- Medium Density Fibre wood
- Painted as per requested
- Design provided

40. **Play around checkered single sided wall unit**

- 1520H×915W×300D
- Single sided wall unit
- Painted as requested
- MDF
- Design provided
- Standard wood thickness
41. The Odd spaces "Slim" book display wall units

- 2000L x 1800H x 300D
- Design provided
- Single sided wall unit
- Painted as requested
- MDF

42. The "L'Ouane" tree bookshelves

- 1800H x 300W x 300D
- Painted as requested
- MDF
- Design provided
- Sizes: 2000Hx1500Wx300D
- Painted as requested
- Shelves affixed
- Wall unit to be free standing
- Design provided
- MDF

43. The “Surprise” single sided wall unit

- 1520H×915W×300D
- Standard wood thickness
- MDF
- To be painted as requested

44. The Big “Wave and Cirled” wall unit
• 1520H×915W×300D x 2
• Standard wood thickness
• MDF
• To be painted as requested
• Affixed shelves

45. The "Wisdom" tree single sided wall unit

• 2000Hx1000Wx300D
• MDF
• To be painted as requested
• Design provided

46. The Box collection single sided wall unit
• 1800Hx915Wx300d
• Loose boxes to be fitted as single sided wall unit
• To be painted as requested
• MDF

47. The "Alphabet" slided single sided wall unit

48. The Chinese Snake single sided wall unit
• Design provided
• To be painted as requested
• MDF
• 1,500(H)x1,500(W)x300(D)

49. The animal themed solid chair for children

• 900(H)x800(W)x800(D)
• To be painted as requested
• An animal painted on the back
• Additional loose pillow to be provided
• Design provided

50. Elabrazo shaped single sided wall unit
51. **Angry cars themed toddler single seater**

- H900×W800×D800
- MDF
- Design provided
- To be painted as requested according to angry cars series

52. **Children’s single seater animal themed**
53. **Windmill single sided wall display unit**

- 900(H)×800(W)×800(D)
- To be painted as requested
- Design provided
- MDF

54. **Mid Century Animal theme single sided wall unit with lockable drawers**

- 1520H×915W×300D
- To be painted as requested
• MDF
• Design provided

55. **Loose individual Alphabetic shaped book blocks**

• Each book block 1520H x 915W x 300D
• Quote full set of the alphabet
• Solid wood

56. **Chinese fan craft single sided wall unit**

• 1520(H) x 915(W) x 300(D)
• Standard wood thickness
• Design provided
• MDF
• To be painted as requested

57. **Tall man's single sided shaped units wall display unit with lockable bottom drawers**
• 1520H × 915W × 300D
• MDF
• To be painted as requested
• Lockable drawers at the bottom
• Design provided
THE NATIONAL TREASURY
Republic of South Africa

GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT

July 2010
GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.
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General Conditions of Contract

1. Definitions

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 supplier, 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 supplier 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 any thing 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 supplier bearing all risks and charges involved until the supplies 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
1.12 "Force majeure" means an event beyond the control of the supplier 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 of 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 supplier 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 supplies 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 organization purchasing the goods.

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 ancillary 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 supplier 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 supplies, 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 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier 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 supplier 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 supplier 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 supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier 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 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 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

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier’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 Department or an organization acting on behalf of the Department.

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 itself 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 supplier.

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
analyzed 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 supplier 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 suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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 supplier 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 supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier 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 supplier 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 supplier of any warranty obligations under this contract; and
(e) training of the purchaser’s personnel, at the supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier 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 supplier for similar services.

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier 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 supplier 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 supplier 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 supplier, 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 supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier 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 supplier, 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 supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier 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 supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier 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 supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier 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 supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier'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 minor essential services executed if an emergency arises, the
supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier 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 canceling 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 supplier'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 supplier.

22. Penalties
22.1 Subject to GCC Clause 25, 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. 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 supplier, may terminate this contract in whole or in part:

(a) if the supplier 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 Supplier fails to perform any other obligation(s) under the contract; or
(c) if the supplier, in the judgment 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 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. However, the supplier 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 supplier by prohibiting such supplier 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 supplier or any
person associated with the supplier, the supplier 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 supplier 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 supplier.

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 supplier 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 suppliers 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 Combatting 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. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping 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 supplier 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 is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier 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 for Insolvency

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

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 supplier 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 supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier 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 supplier 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 supplier 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 supplier 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 Department 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. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

34.1 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).

34.2 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.
34.3 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.