

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LIMPOPO DEPARTMENT OF EDUCATION					
BID NUMBER:	LDE/B10/2021/22	CLOSING DATE:	13 DECEMBER 2021	CLOSING TIME:	11:00
DESCRIPTION	SUPPLY AND DELIVERY OF SANITATION AND HYGIENE MATERIALS (PERSONAL PROTECTIVE EQUIPMENT) FOR COVID-19 PANDEMIC: PERIOD: 36 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
CNR 113 BICCARD & 24 EXCELSIOR STREET					
POLOKWANE					
0700					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MOELA S.K		CONTACT PERSON	MALOBA ANM	
TELEPHONE NUMBER	015 290 7988		TELEPHONE NUMBER	015 290 7845	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	MoelaSK@edu.limpopo.gov.za		E-MAIL ADDRESS	MalobaANM@edu.limpopo.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[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]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. 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 SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6. WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number: LDE/B10/2021/22
Closing Time 11:00	Closing date: 13 DECEMBER 2021

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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-
- Required by: Limpopo Department of Education
 - At: Various Institutions
 - Brand and model
 - Country of origin
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
*Delivery: Firm/not firm
 - Delivery basis

Note All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

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 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.

¹"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.

²"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.

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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, may 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, YES/NO
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?

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

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

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

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 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

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, 2017.

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

a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor 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) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “**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 goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 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

$$P_s = 80 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (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:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of
company/firm:.....

8.2 VAT registration
number:.....

8.3 Company registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

8.8 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-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 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 paragraphs 1.4 and 6.1, 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 contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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 BIDDERS(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, 2011, 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) makes provision for the promotion of local production and content.
- 1.2. Regulation 8.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids 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:

$$LC = [1 - x / y] * 100$$

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) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6 A bid may be disqualified if –

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- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the 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).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“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.

3. 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:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Cloth face mask	100%
Sanitizer	90%

- 4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 4.1 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 at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. 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.

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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. LDE/B10/2020/21

ISSUED BY: LIMPOPO DEPARTMENT OF EDUCATION

NB

1 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.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/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
of(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
- (ii) the declaration templates have been audited and certified to be correct.

(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 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	Cloth face mask	Sanitizer
	R	R
Imported content (x), as calculated in terms of SATS 1286:2011	R	R
Stipulated minimum threshold for local content (paragraph 3 above)	Cloth face mask 100%	Sanitizer 90%
Local content %, as calculated in terms of SATS 1286:2011	%	%

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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 4.1 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 the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Local Content Declaration - Summary Schedule

Tender No.	
Tender description:	
Designated product(s)	
Tender Authority:	
Tendering Entity name:	
Tender Exchange Rate:	
Specified local content %	

Note: VAT to be excluded from all calculations

1001

EU

GBP

[illegible]

Signature of tenderer from Annex B

Date: _____

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No. _____
 (D2) Tender description: _____
 (D3) Designated Products: _____
 (D4) Tender Authority: _____
 (D5) Tendering Entity name: _____
 (D6) Tender Exchange Rate: _____ Pula _____

Note: VAT to be excluded from all calculations

EU R 9.00

GBP R 12.00

A. Exempted imported content

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost exd VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)

(D19) Total exempt imported value R 0

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost exd VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

(D32) Total imported value by tenderer R 0

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

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost exd VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)

(D45) Total imported value by 3rd party R 0

D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B

Date: _____

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Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R 0

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

(E13) Total local content R 0

This total must correspond with Annex C - C24

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.

Item	Question	Yes	No
4.1	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 <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	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 (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

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

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CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 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.
- 4 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.
- 5 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.

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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 consortium³ 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.

SBD 9

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

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THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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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. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the 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

RSA.

- 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 Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. 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 Programme (NIP)** 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.

Js General Conditions of Contract (revised July 2010)



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
EDUCATION

TERMS OF REFERENCE

FOR

LDE/B10/2021/22

**SUPPLY AND DELIVERY OF SANITATION AND HYGIENE MATERIALS
(PERSONAL PROTECTIVE EQUIPMENT) FOR COVID-19 PANDEMIC: PERIOD 36 MONTHS**

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1. DEFINITIONS AND TERMS

In these Terms of Reference (TOR), unless the context indicates otherwise, a word or expression to which a meaning has been in the TOR, has the same meaning, and -

- (a) **“Contract”** means an agreement entered into between the successful bidder(s) and the Department;
- (b) **“B-BBEE”** means Broad-Based Black Economic Empowerment as defined in section 1 (one) of the Broad-Based Black Economic Empowerment Act;
- (c) **“Bidder”** means any legal persona who herewith submits a bona fide bid (offer) in response to a Request for Bid (RFB);
- (d) **CIPC** means Companies and Intellectual Property Commission;
- (e) **“Department”** means Limpopo Department of Education (LDoE);
- (f) **“EME”** means an Exempted Micro Enterprise as defined in the Preferential Procurement Regulation, 2017
- (g) **“Locally produced/manufactured goods”** means goods that are manufactured or produced in South Africa;
- (h) **“PPE”** means Personal Protective Equipment; and
- (i) **“QSE”** means a Qualifying Small Enterprise (qualifying small business enterprise) as defined in the Preferential Procurement Regulation, 2017

2. INTRODUCTION

The Department is inviting interested bidders to bid for the above-mentioned service to protect the Departmental Officials, Teachers, Learners and Support Staff in the context of the COVID-19 pandemic.

3. BACKGROUND

This document contains all terms and conditions for the supply and delivery of sanitation and hygiene materials (PPEs) to be used by the Departmental Officials, Teachers, Learners and School Support Staff.

4. SCOPE AND SERVICE REQUIREMENT

- 4.1. The service for this bid comprises of the delivery of PPEs such as Cloth Masks, Sanitisers and Thermometers in line with the minimum specifications thereto.
- 4.2. The successful bidders are expected to supply and deliver PPEs to the Head Office (Capricorn South) and ten (10) LDoE District Offices in for a period of 36 months as follows:-

No.	District Municipality	LDoE District	Physical Address
1)	Capricorn	Capricorn North	15 Blaauwberg Street, Ladanna, Polokwane
		Capricorn South and Head Office	Lebowakgomo Old Parliamentary Building, Lebowakgomo
			LDoE Central Warehouse, Seshego
2)	Mopani	Mopani East	Government Building, Main Road, Giyani
		Mopani West	27 Peace Street, Tzaneen
3)	Sekhukhune	Sekhukhune East	83 Aloe Street, Burgersfort
		Sekhukhune South	Old Parliamentary Building, Lebowakgomo
4)	Vhembe	Vhembe East	Government Building, Thohoyandou
		Vhembe West	Makwarela Education Building, Makwarela
5)	Waterberg	Mogalakwena	Mokopane Education Multipurpose Centre, Mokopane
		Waterberg	NTK Building, A7 River Street, Modimolle

- 4.3. Bidders must indicate district/s for which they are bidding.
- 4.4. The bid will be awarded for 10 District with each District allocated a maximum of Two (2) bidders.
- 4.5. No bidder will be awarded/allocated more than one (1) LDoE District.
- 4.6. The Department will contract suitable service providers to provide PPEs that meet the applicable regulatory standards.
- 4.7. PPEs shall be ordered as and when required and therefore estimated quantities cannot be specified.
- 4.8. The bid will be awarded on condition that the successful bidders signs a Contract and Service Level Agreement with the Department based on the contents of this document, bid offer and letter of award before starting with the deliveries.

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5. Bid evaluation Process

The bid evaluation process shall be carried out in two (2) phases, namely:-

3.1. Phase 1: Screening on Mandatory Compliance; and

3.2. Phase 3: Preference Point System in terms of the Preferential Procurement Regulations, 2017

6. MANDATORY REQUIREMENTS

Bidders are required to comply with the following minimum requirements:

6.1. Pre-qualification criteria for preferential procurement: Only **EMEs** or **QSEs** may respond to this bid

6.1.1. LDoE has decided to apply the above-mentioned pre-qualifying criteria to advance tenderers who qualify as **EMEs** or **QSEs** in terms of Regulation 4 (1) of the Preferential Procurement Regulations, 2017. Therefore, only **EMEs** or **QSEs** may respond to this bid. Tenderers must also submit the following documentary proof confirming their status as **EMEs** or **QSEs**:-

No.	Description	Required documentary proof
1.	EMEs	An original valid Sworn Affidavit signed by the EME representative and attested by a Commissioner of Oaths.
2.	QSEs	An original or certified copy of the valid B-BBEE Certificate issued by the CIPC.

6.1.2. Tenderers that do not meet the pre-qualification criteria as stipulated above will be disqualified.

6.2. Special Conditions

6.2.1. Local Production and Content

Only locally (i.e. South Africa) manufactured/produced Cloth Masks and Sanitisers meeting the following threshold for local content will be considered in terms of the Preferential Procurement Regulations 2017:-

(a) Cloth Masks: 100% [Regulation 8(2)]

(b) Sanitisers: 90% [Regulation 8(4)]

3.2.1. Cloth Masks and Sanitisers must also meet the following standards and labeling:-

No.	Description	Prescribed Standards	Labeling (Minimum Information)
1.	Cloth Masks	Refer to the attached Guidelines issued by the Department of Trade and Industry and Competition	Indication of:- a) Size (Small, Medium or Large) b) Quantity per pack c) Country of origin
2.	Sanitisers	SANS 490: 2020	Indication of:- a) Size (in liters) b) Expiry Date c) Applicable standard/s d) Name of Manufacturer e) Country of origin

3.2.2. All bidders must submit a duly completed Local Content Certificate (i.e. SBD 6.2 and relevant Annexures).

6.2.2. Signing of Service Level Agreement

The bid will be awarded on condition that the successful bidder signs a Contract and Service Level Agreement with the Department based on the contents of this document, bid offer and letter of award before starting with the deliveries.

6.2.3. Submission of samples

The Department may request for samples from the bidders at any time for testing and/or inspection of any PPE to be supplied prior or after the award of the bid as follows:-

- The affected Bidders will be required to submit such samples within seven (7) days.
- Submitted samples must match the PPEs' specification which will ultimately be delivered should the bidder be successful.
- Samples supplied by successful bidders will be retained by LDoE for the duration of the contract for quality control purpose.
- Successful bidders will not be permitted to substitute items that are not part of the original samples unless LDoE has been consulted and given written approval signed by the Head of Department.

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6.2.4. Testing and inspection

During the term of the contract, the Department may sample PPEs for inspections and make the necessary arrangements, including payment arrangements with a selected testing authority. If the inspections, tests and analyses show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the Department. Where the supplies do not comply with the contract requirements, irrespective of whether such supplies are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier. Supplies which do not comply with the contract requirements may be rejected.

6.3. Completion and signing of the bid document

Bidders must comply with the following requirements:-

- 6.3.1. Bidders shall ensure that there are no missing or duplicated pages since LDoE shall not accept liability in regard to claims by bidders that pages are missing or duplicated;
- 6.3.2. The entire bid document must be completed in black ink and signed by an authorized signatory;
- 6.3.3. Telephonic, Telegraphic, Telex, Facsimile or emailed bid documents will not be accepted;
- 6.3.4. Bidders must be registered on CSD and furnish their CSD No. as a proof of registration as follows:-

CSD Registration No.:.....

- 6.3.5. Any alteration must be signed for by the authorized signatory and therefore correction fluid is not allowed; and
- 6.3.6. The bid must be submitted in a sealed envelope clearly indicating the Bid Number, Closing Date.
- 6.3.7. Bidders may quote for all items as per attached pricing schedule.
- 6.3.8. The price must be expressed in terms of South African currency and shall be firm for the duration of the contract. It is the responsibility of the bidder to consider all costs and all possible escalations when compiling bid prices. Once the bid is awarded, no request for price escalation will be entertained, except for statutory reasons.
- 6.3.9. Bidders must reflect all costs in the pricing schedule, and not anywhere else in their bid proposal.
- 6.3.10. The LDoE will not accept any charges for items not reflected in the pricing schedule.
- 6.3.11. Submission of bid document in its original form (refers to every page of the bid document as originally purchased or produced without any amendment or changes).
- 6.3.12. Any alteration must be signed for by the authorized signatory and therefore correction fluid is not allowed.

6.4. Additional attachments

- 6.4.1. Copy of Company Registration Certificate/s from Companies and Intellectual Property Commission (CIPC) of Founding Document reflecting the latest information about the Tenderer;
- 6.4.2. Originally certified copies (certified by a Commissioner of Oath within the past three [3] months as on the closing date of the bid) of the Identity Document/s of the Director/s, Member/s, Shareholder/s, Trustees partners or Founders of the bidding company/entity.
- 6.4.3. In case of a Consortia / Joint Ventures / Partnership the certified copies of the following documents should also be submitted i.e Originally certified copies by a Commissioner of Oath within the past three [3] months as on the closing date of the bid):-
 - (a) A duly signed agreement with clear responsibilities of each party.
 - (b) A letter of appointment by Consortia / Joint Venture parties / Partnership authorizing a representative to sign the bid document on its behalf.
 - (c) A document establishing the Joint Venture, registered and authenticated by an official who is authorized to witness sworn statements/Commissioner of Oaths

7. RESERVATION OF RIGHTS

The Department reserves the right to:-

- a) Request further information from any bidder after the closing date of the bid;
- b) Visit the Physical Address provided by the service provider to verify any information provided in the bid document and inspect facilities to assess Tenderer's capacity;
- c) Communicate only with the shortlisted Tenderers as and when necessary;
- d) Verify information and documentation of respective bidder from the South African Revenue Services (SARS), CIPC or any other relevant entity and to visit the premises of the Tenderer at any time without notice. Any information received which does not correspond with the one provided in the bid document will render the bid null and void;
- e) Award the bid to a Tenderer who did not score the highest points;
- f) Award more than one Tenderer;
- g) Not make an award;
- h) Enter into price negotiations with any preferred Tenderer; and
- i) Appoint a third party to evaluate the service Tenderer's compliance with any aspect of this bid;

- j) Cancel the contract, if it is satisfied that any person (being an employee, partner, director or shareholder of the bidder or a person acting on behalf of or with the knowledge of the Tenderer), firm or company (The expression "person, firm or company" shall include an authorized employee or agent of such a person, firm or company): -
- (i) is executing a contract with government unsatisfactorily;
 - (ii) has offered, promised or given a bribe or other gift or remuneration to any officer or employee in the Public Service in connection with obtaining or executing a contract;
 - (iii) has acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner in obtaining a contract with any government department, provincial administration, public body, company or person, or that he has managed his affairs in such a way that he has in consequence there-of been found guilty of a criminal offence;
 - (iv) approached an officer or employee in the Public Service before or after bids have been called for, to influence the award of the contract in his favor;
 - (v) has withdrawn or amended his bid after the time set for the receipt and opening of bids;
 - (vi) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from bidding for this contract, or as to the amount of the bid to be submitted by either party; and
 - (vii) has disclosed to any other person, firm or company the exact or approximate amount of his proposed bid except where disclosure, in confidence, was necessary to obtain insurance premium quotations for the preparation of the bid; the LDoE may, in addition to any other legal recourse which it may have, cancel the contract between the LDoE and such person, firm or company and/or resolve that no bid from such a person, firm or company will be favourably considered for a specific period.

7.1. Completed bid document with supporting documents shall be packaged, bound, sealed, marked with a Bid Number and submitted strictly as stipulated in this bid document.

NB: A BIDDER THAT FAILS TO COMPLY WITH THE ABOVE-MENTIONED MANDATORY REQUIREMENTS WILL BE DEEMED TO BE NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR FURTHER EVALUATION ON PRICE & B-BBEE.

8. EVALUATION CRITERIA

The points scoring shall be allocated in line with the Preferential Procurement Regulations, 2017 as follows: -

Folio No.	Criteria	Points
(a)	Price	90
(b)	B-BBEE status level of contribution	10
Total		100

9. PRICE SCHEDULE

9.1. Bidders must indicate district/s for which they are bidding by stating or no as follows:-

No.	District Municipality	LDoE District	Indication of district for bidding: Yes / No
1)	Capricorn	Head Office	
		Capricorn South	
		Capricorn North	
2)	Mopani	Mopani East	
		Mopani West	
3)	Sekhukhune	Sekhukhune East	
		Sekhukhune South	
4)	Waterberg	Mogalakwena	
		Waterberg	
5)	Vhembe	Vhembe East	
		Vhembe West	

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9.2. Price Structure

The pricing should be indicated as per the below schedule

No.	Description	Year 1		Year 2		Year 3	
		Unit Price (Excluding VAT)	Unit Price (Including VAT)	Unit Price (Excluding VAT)	Unit Price (Including VAT)	Unit Price (Excluding VAT)	Unit Price (Including VAT)
1)	Digital Body Thermometer (Infrared, non-contact) <ul style="list-style-type: none"> • Must be able to measure temporal artery temperature at least 4 cm away from forehead • Suitable for all patients • Must measure temperature in °C • Measurement range: 32 - 42°C • Must be able to take body temperature regardless of room temperature • The unit must be able to operate in high temperature up to 40 - 45°C • Lab Accuracy: + 0,2°C • Must provide reliable and stable results • Display: LCD with backlight • Water resistant • Self-test when switched on • Low battery display • Automatic shut off after 2 min of non-use • No. of measurements with one set of batteries > 3000 • Hand-held, convenient and easy to use • The unit must be handed over in full operating order • A starter-pack of consumables must be supplied with the unit. 						

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2)	Hand Sanitizer and Disinfectant; Sanitizer (1 Litre). At least 70% Alcohol.						
3)	Cloth face mask Mask - 3 layers of fabric (As per the DTIC guidelines & Specifications)						

ENDORSEMENT BY THE HEAD OF DEPARTMENT

HEAD OF DEPARTMENT: KO DEDEREN

SIGNATURE: (Signature)

DATE: 16 NOVEMBER 2021

NAME OF BIDDER:

ACCEPTANCE OF TERMS AND CONDITIONS BY THE BIDDER

REPRESENTED HERETO BY:
(Surname & Full names)

IN HIS/HER CAPACITY AS:
(Duly authorized thereto)

SIGNATURE:

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trade, industry
& competition

Department:
Trade, Industry and Competition
REPUBLIC OF SOUTH AFRICA

Recommended Guidelines – updated

Fabric Face Masks

Manufactured by South Africa's

Clothing and Textile Manufacturing Industry for General Public Use

Friday, 24 April 2020

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1 Overview

A ‘fabric/cloth’ face mask (non-medical mask) for the general public is only part of a broader solution to curb the spread of COVID-19¹ and it must always be used in combination with other hygienic methods of prevention². Such masks are not a replacement for other recommended precautionary measures. They should not provide a false sense of protection that lead to a lapse in the application of proper preventative measures like personal hand hygiene, respiratory hygiene and physical (social) distancing. Furthermore the design of fabric masks should be mindful of the thermo-physiological properties of fabrics which, if wrongly chosen, can lead to problems like skin irritation, the build-up of heat or moisture, or the incubation of bacteria etc, and may cause wearers to take off masks in situations when they should otherwise be wearing them. There has been much debate globally about the use of face masks for non-Health Care Professionals (non-HCP) during the Covid-19 pandemic. There is agreement in the recommendations that symptomatic individuals and those in healthcare settings should use face masks. But discrepancies and mixed messages exist in relation to the wearing of masks by the general public. By refining some of the lessons from various sources, it is possible to arrive at a set of interim guidelines for the use of masks by the general public in South Africa.

It is the intention of this document to distil these guidelines into a set of recommendations for the South African clothing and textile industry when making masks for use by the general public. These recommendations serve as suggested guidelines. They have been developed through engagements with publicly available research and recommendations from authorities like the World Health Organisation³ (WHO) as well as through insights provided by colleagues from the University of Stellenbosch⁴ (Dept of Chemistry and Polymer Science), University of Witwatersrand⁵ (School of Public Health, Industry Specialists⁶, the Southern African Clothing Textile and Workers Union⁷ (SACTWU), staff at the National Department of Health⁸ and the Department of Trade, Industry, and Competition⁹.

¹ <https://www.nicd.ac.za/diseases-a-z-index/covid-19/frequently-asked-questions/>

² <https://www.nicd.ac.za/diseases-a-z-index/covid-19/covid-19-prevention/>

³ <https://www.who.int/>

⁴ Ms. Adine Gericke, Department of Chemistry and Polymer Science, University of Stellenbosch:
<http://academic.sun.ac.za/polymer/agcv.html>

⁵ Dr. Moreshe Govender, <https://www.wits.ac.za/staff/academic-a-z-listing/g/moreshegovenderwitsac.za/> : the School of Public Health, University of the Witwatersrand

⁶ Sma Ngcamu-Tukulula, Mr. Rob Stewart and Mr. Kyle Ballard.

⁷ www.sactwu.org.za

⁸ <http://www.health.gov.za/>

⁹ <http://www.dti.gov.za/>

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Fabric or ‘cloth masks’ do not fall in the same category as surgical or medical masks. Fabric/Cloth masks cannot prevent the risk of contracting the virus in aerosol form (as found in a contaminated atmosphere) since this requires the presence of very fine and highly specialised filters capable of trapping microscopic viral particles. **The shortage of medical grade masks globally and in South Africa means members of the public should not use these critical resources at the expense of frontline health workers.** In this context, and given that evidence indicates that the virus appears to largely exit through the mouth of an infected individual in droplet form (during talking, coughing or sneezing) it is believed that if the fabrics and filters used in the manufacture of cloth masks are chosen suitably and designed to fit users accordingly, these masks can play an important role in reducing the community transmission of the virus and offer some degree of protection for the user. They further appear to lower the risk of contracting the virus from contaminated surfaces by acting as a barrier to touching one’s face. The function of such public masks may be enhanced or impeded by the usability of the design and the combination of products, although it is also believed that any mask may be better than not wearing a mask.

2 SA’s Localisation Objectives

- ⇒ In line with the Republic of South Africa’s Industrial Policy Action Plan¹⁰ (IPAP) and the Clothing, Textile, Footwear and Leather (CTFL) Master Plan’s policy objectives it is highly recommended that manufacturers source textiles made locally, by local manufacturers, when making fabric/cloth face masks.
- ⇒ All textile/fabric quality recommendations for making fabric face masks, found within this document, are qualities found in textiles that are locally made in the Republic of South Africa.
- ⇒ It is imperative that fabric/cloth face mask manufacturers ensure that efforts to manufacture masks are done within the broader context of supporting South Africa’s Clothing and Textile Industry, and our government’s efforts to ensure localisation of value-chains and broader economic prosperity – in keeping with our country’s developmental objectives and Industrial Policy.
- ⇒ A list of local textile manufacturers is found in the Appendix A of this document.

¹⁰ http://www.dti.gov.za/industrial_development/industrial_development.jsp

3 Basic Performance Requirements of Fabric/Cloth Face Masks

- a) The performance of fabric/cloth face masks varies greatly with the shape and fit of the mask¹¹ as well as the fabric structural properties and number of layers.¹²
- b) The objective of a fabric face mask is to act as a physical barrier to extremely small droplets generally upwards of **5 microns in size** secreted during talking, sneezing or coughing (WHO 29/4/2020).
- c) The higher the performance of the mask with regard to barrier efficiency the better.
- d) Masks must be breathable.
 - i. Should the mask prevent one from breathing easily, this will present a serious danger to the health of the wearer - not only from becoming oxygen deprived but also because the mask will promote risky behavior like the need to touch the face and remove or adjust the mask during wear, increasing the risk of transmission of the virus.
- e) Masks must be designed to fit properly and be comfortable to wear.
 - i. Mask style and design features will contribute to user fit which should follow closely the contours of the face especially around the nose bridge and under the chin to reduce leakage out and into the mask.
- f) Mask style and design features will contribute to user fit which should follow closely the contours of the face especially around the nose bridge and under the chin to reduce leakage out and into the mask.
- g) Cleaning and disinfection of all the components should be easy to carry out at home.
- h) All components should be durable and should maintain their integrity during the full expected life span of the product or components.
- i) All masks should be accompanied by instructions clearly explaining how it should be worn and cared for what the limitations of a mask are and when the mask or its components must be replaced.

¹¹ Shakya, Kabindra M.; Noyes, Alyssa; Kallin, Randa; Peltier, Richard E. (May 1, 2017). "Evaluating the efficacy of cloth facemasks in reducing particulate matter exposure"(PDF). Journal of Exposure Science & Environmental Epidemiology.

¹² Chughtai, Abrar Ahmad; Seale, Holly; MacIntyre, Chandini Raina (June 19, 2013). "Use of cloth masks in the practice of infection control – evidence and policy gaps". International Journal of Infection Control.

4 Fabric Selection for Fabric Masks

- a) Tests have shown that at **least two layers** of fabric is sufficient for balancing performance and comfort (as indicated above).
- b) An increase in the number of layers will improve the barrier efficiency, but have the opposite effect on breathability.
- c) **Using three layers, selecting a non-woven (or similar) fabric with strong filtering capability (barrier efficiency) as the middle layer (with the accompanying inner and outer layers providing comfort, structure, and some additional protection) is recommended.**
- a) Ideally this middle layer (filter) should be inserted into the mask (or removed) via an 'envelope' style design to allow for improved cleaning and easy replacement filters when worn out.
- b) It is recommended that the pocket into which it fits be at least 120 mm by 100 mm to ensure compatibility between multiple masks and filters in production domestically.
- c) Clear markings or design options must be used to distinguish between the outside of the mask and the inside of the mask.

4.1 Guidelines for Fabric Selection

4.1.1 Inner Layer (next to face)

- a) The main purpose of this layer is to provide a smooth, soft, pleasant feel against the skin.
- b) The fabric should not irritate the skin in any way or allow the build-up of moisture or excessive heat in between the skin and the mask.
- c) Avoid water repellent fabric that inhibit the absorption of droplets. It must not wet easily or accumulate excessive moisture with breathing.
- d) The fabric should have very high air permeability and should not restrict normal breathing.
- e) Synthetic fibres are recommended for quick drying properties.
- f) If cotton, poly-cotton or viscose are used, care should be taken as these fabrics can be highly water absorbent and might become wet against the skin. They can also impact on heat generation, potential fibre/fluff shedding and drying time after washing.

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- g) Options: Plain weaves (lightweight, low count), warp knit polyester 'mesh'; lightweight single jersey, spunbond nonwovens (providing air permeability is high and fabric is washable)

4.1.2 Middle Layer (optional filter layer)

- a) **The primary function of this layer is to trap or stop particles 5 micron and larger.**
- b) It should have a **barrier efficiency of at least 75%.**
- c) Filter fabric should not restrict air permeability or impede on the air permeability of the completed mask.
- d) It is suggested that the filter fabric should not block > 25 % of airflow through the fabric.
- e) Filter fabric should not shed fibres or disintegrate with use in any way, causing potential of fibre inhalation or failure to filter.
- f) It should not add or create unnecessary heat load.
- g) Filter should be replaceable via a pouch between inner and outer layer of mask (envelope).
- h) It must be possible to disinfect filter daily or wash with hot water [Minimum filter size 100mm x 120mmm]
- i) Ideal product – non-woven or similarly performing fabric that meets the recommended requirements.

4.1.3 Outer Layer (faces outwards)

- a) This layer can be woven, warp- knitted or made from a suitable nonwoven fabric.
- b) Fabrics should not allow liquids to move through them.
- c) Hydrophobic or water repellent properties are recommended to prevent wetting from external sources and improve soil repellence.
- d) Fabrics should not restrict normal breathing.
- e) Care should be taken that this layer does not ruin the breathability of the mask
- f) Fabric choice should be suitable for the design of the mask some designs may require a firmer fabric while others may require fabrics with more drape.
- g) A firm finish will prevent the mask from collapsing with breathing.
- h) Outer and inner layers can potentially be of the same fabric.

4.1.4 General Remarks

- a) Fabrics should not contain any toxic chemicals or excessive lint (especially the inner layer).
- b) The outward facing and inward facing of the mask must be clearly distinguished.
- c) **A new prototype can be easily tested for comfort by wearing it for at least 30 minutes.**
- d) Disinfection of all the components should be easy to carry out at home and components must not deteriorate with use/cleaning.
- e) Fabrics should be able to resist washing in hot water – not easily damaged.
- f) Components that are not removable should be resistant to at least 100 wash cycles.
- g) It must be ensured that proper airflow is achieved when all the layers are combined.
- h) One component with poor air permeability can cause a total failure in breathability
- i) **NOTE: If a filter layer is not used, the combination of the two layers must provide a 5 micron particle barrier efficiency of at least 75%.**

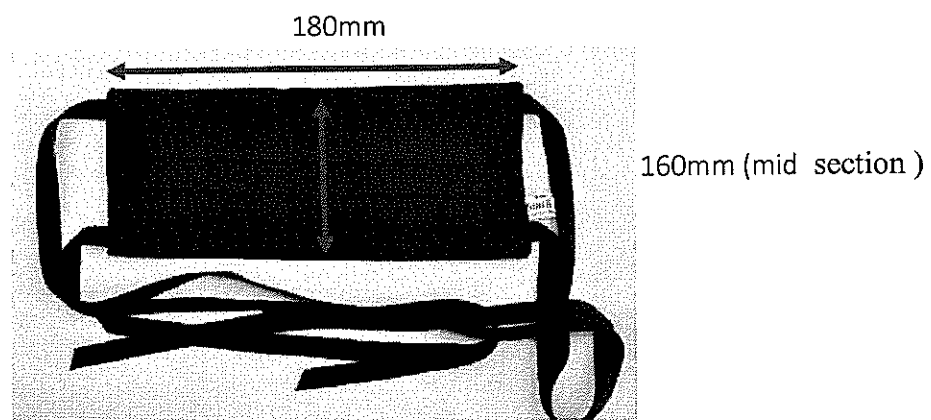
5 Designs for Fabric Masks

- a) Mask style and design features will contribute to user fit and should follow closely the contours of the face especially around the nose bridge and under the chin to reduce leakage out and into the mask.
- b) A wire insert, in middle of the mask that sits over the nose bridge area of mask, will allow the user to mould the shape of the mask around the nose bridge for a closer fit.
- c) Comfortable elastic bands/or cloth tie-straps of adequate size and shape for attachment either around the ears or the head should **facilitate comfortable fit.**
- d) Further adjustments to the dimension of this elastic/cloth tie-straps will enhance fit for more users permitting flexibility in the adjustment.
- e) The ties or elastics used to fit the mask to the face should not be designed to require that the wearer touches the front of the mask at all.
- f) Masks should be comfortable to wear. Fabrics selection should consider performance properties such as moisture management and thermal discomfort (guideline for fabric selection 4.1 above).
- g) Discomfort will undermine one's health by promoting the need to touch the face and remove or adjust the mask during wear.
- h) Bearing in mind that different fabric constructions and innovations allow for different properties and functions, there is merit in a mask designed from **at least two layers of**

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suitable fabric or three layers of such fabric (two layers plus an extra third barrier/filtration layer in the centre).

- i) Masks must be designed to fit properly, ideally covering at least 50% of the length of the nose and fit to 25mm under the chin.
 - a. A guideline for the adult size of pleated mask designs is 180mm for the width and 160mm for the length (maximum unpeated length).
- j) Additionally, manufacturers should indicate sizing of masks:
 - i. Adults: S/M/L/XL
 - ii. Children: S/M/L
- k) Children sizes can be considered by downsizing the adult sizes until further anthropometric data is available to guide a more informed decision.
- l) The suggested size for the removable filter is 120 x 100 mm.
- m) The dimension for a simple pleated masks design is illustrated below:



- j) It is useful to provide markings or features that help the wearer to distinguish between the inner layer and outer layer of the mask in order to prevent wearers from placing the wrong side against their faces.
- k) **Special needs may arise within some groups of society** (such as hearing-impaired individuals who rely on lip reading) whose needs should also be considered when making masks.
- l) Other users such as children and those wearing spectacles should also be considered
- m) Fabric Face Masks for different seasons and climates must also be considered.
- n) When adjusting to climate and seasonal needs, the fabric used should follow recommended guidelines – adjustments must not compromise fabric functionality as described in the guidelines.

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6 Instructions for Using Fabric Masks

- a) Clear instructions should be provided to consumers about the capabilities and limitations of masks.
- b) At the very least guidance should be given that when re-usable fabric masks are worn:
- c) They do not constitute medical PPE nor are they a replacement for normal precautionary hygienic measures such as handwashing, not touching one's face, coughing or sneezing into a tissue or elbow and keeping a proper social distance of 1,5m from other people.
- d) The wearer should ensure the masks have been appropriately washed and disinfected before use
- e) Clear instructions must be provided around the proper protocol for wearing masks, including at a minimum that wearers should avoid touching the mask during use and that when putting on or taking off the mask, one's hands must have been cleansed after practicing appropriate hand hygiene;
- f) That re-usable masks or the components used within the masks may need to be replaced if they are damaged or worn out, or if they have exceeded their lifespans or use; and
- g) **That children should be supervised at all times when using a cloth mask**, and they are not recommended for infants who may struggle to breathe with a mask or even choke if they put parts in their mouths.
- h) **A user-guide MUST be supplied with a mask on how to wear and how to care for it.**
- i) A fabric face masks should generally not to be used by Health workers, working in a health care environment.

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7 Appendix A: Reference List of Local Textile Manufacturers.

Reference list of local manufacturers of nonwoven and woven textiles and elastics for inputs for fabric face masks for the public¹³.

7.1 Manufacturers of Nonwoven Textiles

Company	Key contacts	Province	Category/ies	Product/s that your company can offer clothing manufacturers for making masks, and practical description of how your product/s assist in protection
Beier Envirotec	Posh Moodley: 083 708 5378 pmoodley@beier.co.za	KZN	Fabrics	Manufacturer of: needle punched nonwovens. Can be used as the outer layer of masks. Their nonwovens provide dust loading capacity, comfort and a level of filtration and mouldability.
Brits Nonwovens	Dicky Coetzee: 082 901 4117 dicky.coetzee@brits.co.za	KZN	Filters	Manufacturer of: Polypropylene/ polyester combination filters. Can be used as filter in the middle of two layers of fabric. Can produce 50m per month
Feltex Nonwovens	Robert Gooch: 082 905 9958 robertg@feltex.co.za John Mauer: 082 909 4402 Johnm@feltex.co.za	KZN	Fabrics	Manufacturer of: needle punched nonwovens. Could be used as inner or outer layer of masks. At the moment they do not supply products outside of the automotive industry, but they would be happy to work with mask manufacturers to try and meet the standards required for face masks.
Fibertex	Sefton Fripp: 082 903 6714 SEFR@fibertex.com Clive Hitchcock: 076 413 0899 cahi@fibertex.com	KZN	Filters	Manufacturer of: nonwovens and nanofiber treated products. Can be used as inner or middle (filter) fabrics and media. Functions include moulding support, particulate efficiency layers and barriers. Their adhetex product is made from PET/ PVDF fine fibres is a nano material most commonly used in High-Energy Particulate Arresting (HEPA) filters for masks, A/C units, automotive components and domestic filters i.e. vacuum cleaners. Their breathetex product is made from

¹³ This list is subject to available information and will be updated regularly. Please monitor the DTIC's website periodically for updates.

				polyester and is one of the components in FFP1 & 2 masks where it is used to mould and shape the masks. It sits adjacent to the melt-blown and outer spunbond layer
Filtafelt	Anil Chandran: 076 170 0702 Anil@iffgroup.com	Gauteng	Fabrics & Filters	Manufacturer of: nonwovens that can be used as outer and inner layer of masks, and filters. Their 200 gram/m ² weight, 300 gram/m ² weight and 400 gram/m ² weight Polypropylene nonwoven may be used to manufacture masks.
Freudenberg Nonwovens	Fiona Shaw: 083 658 4095 Fiona.Shaw@freudenberg-pm.com	W. Cape	Fabrics & Filters	Manufacturer of: nonwovens that can be used as outer and inner layer of masks, and filters. They can produce a dense polyester nonwoven filter layer, as well as hydrophobic and hydrophilic nonwovens as necessary.
Inno Textiles	Oliver Wilhelm: 082 440 7021 oliver@innotextiles.co.za	KZN	Filters	Manufacturer of: nonwoven fabric for outer or inner layer of mask and middle filter. They produce needled and heat-set or calendered filter media manufactured from 100% polyester in weight ranges from 120g/m ² and up. Their products can be moulded, sewn or welded to make masks. Media could be used as the middle layer of a three layer mask, or if they produce a slightly heavier media at about 200g/m ² , this might be used for manufacturing a single layer mask. Can produce 5000m per day if required.
Romatex Home Textiles	Helmut Höck, +27 (82) 566 7522 , +27 (21) 933 9800, helmuth@romatex.co.za	KZN & Western Cape		Manufacturer of: nonwoven fabric that can be used as the filler (middle layer) or the outer layer in a multi-layered mask. They manufacture 100% polyester non-allergenic non-woven fabric.

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Spunchem	<p>Gary Sweeney: 082 652 0463 garys@spunchem.co.za</p> <p>Thokozani Mbhamali thokozanim@spunchem.co.za</p> <p>Sandy Stewart: 074 999 7009 sandys@spunchem.co.za</p>	KZN	Fabrics & Filters	<p>Manufacturer of: nonwoven fabrics. Can be used as inner and outer layers, as well as middle filter.</p> <p>Spunbond can be produced to any gsm and can be used as a highly breathable outer and inner layer. Standard meltblown is produced to 25gsm to 50gsm and can be used as a middle layer filter. It has medium bacterial filtration properties and is breathable. They are in the process of developing electrostatic meltblown which can be used as a middle layer and forms a viable anti-viral filter.</p>
Vitafoam	<p>Aldrin John: 083 795 1085 aldrin.john@vitafoam.co.za</p> <p>Loren van Jaarsveld loren.vanjaarsveldt@vitafoam.co.za</p> <p>Johan Booysen johan.booysen@vitafoam.co.za</p>	Gauteng	Fabrics & Filters	<p>Manufacturer of: nonwoven fabric and nonwoven filters.</p> <p>Can be used for inner or outer layer (highly breathable hydrophobic spunbond of any gsm), and middle filter (presently running tests of whether their flexible polyurethane foam 4mm low density can be used as a filter)</p>

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7.2 Manufacturers of Woven Textiles

Company	Key contacts	Province	Category/ies	Product/s that your company can offer clothing manufacturers for making masks, and practical description of how your product/s assist in protection
Aunde Tap	Sean Kennedy: 083 615 0298 sean.kennedy@aunde.co.za	KZN	Fabrics	Manufacturer of: Woven and warpknit 100% polyester fabrics. Can be used as the outer layers for masks.
Da Gama Textiles	Kelvyn Breetzke: 083 297 1485 kbreetzke@cowie.co.za	E. Cape	Fabrics	<p>Manufacturer of: cotton and polycotton woven fabrics. Can be utilised as the inner and outer layer of the mask</p> <p>Specifically supply: (1) CC484 (P48): 100% cotton sheeting, tight weave and can withstand high temp wash; (2) PCS7: 50/50 poly/cott sheeting , tight weave and can withstand high temp wash; (3) FT3: 100% cotton winter sheeting Flannel , comfort and tight weave; and (4) CJ54 (J54): 100% cotton twill excellent for outside layers , strong and tightly woven, would be able to last many washes</p>
Deslee Mattex	Michael Borchers 082 441 7305 michaelb@desleemattex.co.za Larry Unterhalter 082 447 4091 larryu@desleemattex.co.za	W. Cape	Fabrics	<p>Manufacturer of: Woven fabrics of Polyester, Polypropylene, Viscose and cotton. Their fabric can be utilized as both the inner and outer layers of the mask.</p> <p>Fabrics have the following properties: hydrophobic; breathable; washable; and do not contain toxic chemicals. Utilize high density yarns and can customize the fabrics pick count to ensure a pore size of 5 micron or less as per the guidelines. Capable of applying an antimicrobial and antibacterial finish to the woven fabrics which would also assist in reducing infection..</p> <p>Able to produce 21 000 meters of woven fabric per day..</p>
Finlam Textiles	Janice Roberts: 084 083 0404 jroberts@finlamtechnical.com	KZN	Fabrics	Manufacturer of: woven polyester fabrics, circular knitted polyester fabrics, specialised lamination (breathable hydrophilic membranes, PU membranes, PVC films etc, and coating, dyeing and finishing of woven fabrics. Can be used as outer and inner layers of mask

Gelvenor Textiles	<p>Thomas Adlam: 082 774 0758 tadlam@gelvenor.co.za</p> <p>Steve Fitzjohn: 066 264 4581 sfitzjohn@gelvenor.co.za</p>	KZN	Fabrics	<p>Manufacturer of: Woven polyester fabric. Can be used for outer and inner layers of masks.</p> <p>Produce hydrophobic finish, breathable to FFP rated mask standards – with option to do anti-bacterial/ microbial finish. The fabric is durable and has been tested to keep its functionality for up to 40 washes under specific conditions equivalent to a basic disposable face mask</p>
Imraan Textiles	<p>Imraan Bux : 083 325 3243 ibux@itmkn.co.za</p> <p>Andrew Broughton: 083 3006535 bwerdna@tiscali.co.za</p>	KZN	Fabrics	<p>Manufacturer of: woven polyester as well as poly-viscose fabrics. Can be used as inner and outer layer of masks.</p> <p>Customisable colours; minimised linting; can be easily washed without changing fabric properties.</p> <p>Materials and capacity for large volume production.</p>
Korteks Textiles	<p>Zayd Tayob: 082 900 5786 zayd@zaydtex.com</p> <p>Khabir Tayob khabir@zaydtex.com</p>	Gauteng	Fabrics	<p>Manufacturer of: 100% polyester woven and warpknit fabrics. Can be used for outer and inner layer of a mask. The warpknit could be used as a filter</p> <p>They have equipment to treat the fabric so that it is water resistant. The warp knitted fabric is a high density net like fabric which could be used as a filter fabric and can be washed and reused easily. It has no stretch.</p>
Nu-Mym Textiles	<p>Farhaad Vally 081 352 2225 Numymtex@telkomsa.net</p>	KZN	Fabrics	<p>Manufacturer of: 1. We can polyester, poly-cotton, cotton and poly-viscose fabrics. Can be used for inner or outer layers of mask.</p> <p>They produce 100% polyester, 65/35 poly-viscose, 100% cotton and 65/ 35 poly-cotton. They can add a blood guard, antibacterial agent and a water repellent finish</p>
Suntex	<p>Eddy Sun 082 333 3888 esun@suntex.co.za</p>	E. Cape	Fabrics	<p>Manufacturer of: woven fabrics. Can be used for outer layer and inner layer</p> <p>Outer layer can be 1 200 gsm woven fabrics in 100% texturized polyester yarns with water repellent finish. Inner layer can be +- 70 gsm 100% texturized or non texturized polyester yarns</p>
Svenmill	<p>Brent Greenblatt: 083 995 8600 the_mill@svenmill.co.za</p>	W. Cape	Fabrics	<p>Manufacturer of: woven fabrics</p> <p>Can be used for inner and outer layers. Can supply 280cm wide fabrics, a mixture of polycotton (50:50) or 100% cotton. Fabric can be treated with anti-</p>

				bacterial nanotechnology silver proven to kill 99.99% of bacteria. Awaiting anti-viral results currently in lab testing.
Umzinto Textiles	Muhammad Paruk: 0827862623 mparuk45@outlook.com	KZN	Fabrics	Manufacturer of: woven fabrics Capable of weaving fabrics. Can do specialized finishes such as anti-microbial and anti-bacterial breathable finishes to various textiles up to a max width of 220cm .
Winelands Textiles	Peter Gaal: 082 441 2938 pgaal@winetex.co.za Juanita Wilkinson (Hextex office) jwilkinson@winetex.co.za Karen Bouwer (WC, EC) kbouwer@winetex.co.za Arif Cassim (GAUT) acassim@winetex.co.za Andrew Guy (KZN) McNair.Guy@telkomsa.net	W. Cape	Fabrics	Manufacturer of: woven fabrics. Can be used for inner or outer layer. Can supply range of polyester viscose, poly-cotton and cottons. Able to finish products with fluid resistant finishes

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Department:
Trade, Industry and Competition
REPUBLIC OF SOUTH AFRICA

Recommended Guidelines – updated

Fabric Face Masks

Manufactured by South Africa's

Clothing and Textile Manufacturing Industry for General Public Use

Friday, 24 April 2020

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1 Overview

A ‘fabric/cloth’ face mask (non-medical mask) for the general public is only part of a broader solution to curb the spread of COVID-19¹ and it must always be used in combination with other hygienic methods of prevention². Such masks are not a replacement for other recommended precautionary measures. They should not provide a false sense of protection that lead to a lapse in the application of proper preventative measures like personal hand hygiene, respiratory hygiene and physical (social) distancing. Furthermore the design of fabric masks should be mindful of the thermo-physiological properties of fabrics which, if wrongly chosen, can lead to problems like skin irritation, the build-up of heat or moisture, or the incubation of bacteria etc, and may cause wearers to take off masks in situations when they should otherwise be wearing them. There has been much debate globally about the use of face masks for non-Health Care Professionals (non-HCP) during the Covid-19 pandemic. There is agreement in the recommendations that symptomatic individuals and those in healthcare settings should use face masks. But discrepancies and mixed messages exist in relation to the wearing of masks by the general public. By refining some of the lessons from various sources, it is possible to arrive at a set of interim guidelines for the use of masks by the general public in South Africa.

It is the intention of this document to distil these guidelines into a set of recommendations for the South African clothing and textile industry when making masks for use by the general public. These recommendations serve as suggested guidelines. They have been developed through engagements with publicly available research and recommendations from authorities like the World Health Organisation³ (WHO) as well as through insights provided by colleagues from the University of Stellenbosch⁴ (Dept of Chemistry and Polymer Science), University of Witwatersrand⁵ (School of Public Health, Industry Specialists⁶, the Southern African Clothing Textile and Workers Union⁷ (SACTWU), staff at the National Department of Health⁸ and the Department of Trade, Industry, and Competition⁹.

¹ <https://www.nicd.ac.za/diseases-a-z-index/covid-19/frequently-asked-questions/>

² <https://www.nicd.ac.za/diseases-a-z-index/covid-19/covid-19-prevention/>

³ <https://www.who.int/>

⁴ Ms. Adine Gericke, Department of Chemistry and Polymer Science, University of Stellenbosch:
<http://academic.sun.ac.za/polymer/agcv.html>

⁵ Dr. Moreshee Govender, <https://www.wits.ac.za/staff/academic-a-z-listing/g/moresheegovenderwitsac.za/> : the School of Public Health, University of the Witwatersrand

⁶ Sma Ngcamu-Tukulula, Mr. Rob Stewart and Mr. Kyle Ballard.

⁷ www.sactwu.org.za

⁸ <http://www.health.gov.za/>

⁹ <http://www.dti.gov.za/>

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- ⇒ It is imperative that fabric/cloth face mask manufacturers ensure that efforts to manufacture masks are done within the broader context of supporting South Africa’s Clothing and Textile Industry, and our government’s efforts to ensure localisation of value-chains and broader economic prosperity – in keeping with our country’s developmental objectives and Industrial Policy.
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¹⁰ http://www.dti.gov.za/industrial_development/industrial_development.jsp

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- a) The performance of fabric/cloth face masks varies greatly with the shape and fit of the mask¹¹ as well as the fabric structural properties and number of layers.¹²
- b) The objective of a fabric face mask is to act as a physical barrier to extremely small droplets generally upwards of **5 microns in size** secreted during talking, sneezing or coughing (WHO 29/4/2020).
- c) The higher the performance of the mask with regard to barrier efficiency the better.
- d) Masks must be breathable.
 - i. Should the mask prevent one from breathing easily, this will present a serious danger to the health of the wearer - not only from becoming oxygen deprived but also because the mask will promote risky behavior like the need to touch the face and remove or adjust the mask during wear, increasing the risk of transmission of the virus.
- e) Masks must be designed to fit properly and be comfortable to wear.
 - i. Mask style and design features will contribute to user fit which should follow closely the contours of the face especially around the nose bridge and under the chin to reduce leakage out and into the mask.
- f) Mask style and design features will contribute to user fit which should follow closely the contours of the face especially around the nose bridge and under the chin to reduce leakage out and into the mask.
- g) Cleaning and disinfection of all the components should be easy to carry out at home.
- h) All components should be durable and should maintain their integrity during the full expected life span of the product or components.
- i) All masks should be accompanied by instructions clearly explaining how it should be worn and cared for what the limitations of a mask are and when the mask or its components must be replaced.

¹¹ Shakya, Kabindra M.; Noyes, Alyssa; Kallin, Randa; Peltier, Richard E. (May 1, 2017). "Evaluating the efficacy of cloth facemasks in reducing particulate matter exposure"(PDF). Journal of Exposure Science & Environmental Epidemiology.

¹² Chughtai, Abrar Ahmad; Seale, Holly; MacIntyre, Chandini Raina (June 19, 2013). "Use of cloth masks in the practice of infection control – evidence and policy gaps". International Journal of Infection Control.

4 Fabric Selection for Fabric Masks

- a) Tests have shown that at **least two layers** of fabric is sufficient for balancing performance and comfort (as indicated above).
- b) An increase in the number of layers will improve the barrier efficiency, but have the opposite effect on breathability.
- c) **Using three layers, selecting a non-woven (or similar) fabric with strong filtering capability (barrier efficiency) as the middle layer (with the accompanying inner and outer layers providing comfort, structure, and some additional protection) is recommended.**
 - a) Ideally this middle layer (filter) should be inserted into the mask (or removed) via an 'envelope' style design to allow for improved cleaning and easy replacement filters when worn out.
 - b) It is recommended that the pocket into which it fits be at least 120 mm by 100 mm to ensure compatibility between multiple masks and filters in production domestically.
 - c) Clear markings or design options must be used to distinguish between the outside of the mask and the inside of the mask.

4.1 Guidelines for Fabric Selection

4.1.1 Inner Layer (next to face)

- a) The main purpose of this layer is to provide a smooth, soft, pleasant feel against the skin.
- b) The fabric should not irritate the skin in any way or allow the build-up of moisture or excessive heat in between the skin and the mask.
- c) Avoid water repellent fabric that inhibit the absorption of droplets. It must not wet easily or accumulate excessive moisture with breathing.
- d) The fabric should have very high air permeability and should not restrict normal breathing.
- e) Synthetic fibres are recommended for quick drying properties.
- f) If cotton, poly-cotton or viscose are used, care should be taken as these fabrics can be highly water absorbent and might become wet against the skin. They can also impact on heat generation, potential fibre/fluff shedding and drying time after washing.

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- g) Options: Plain weaves (lightweight, low count), warp knit polyester 'mesh'; lightweight single jersey, spunbond nonwovens (providing air permeability is high and fabric is washable)

4.1.2 Middle Layer (optional filter layer)

- a) **The primary function of this layer is to trap or stop particles 5 micron and larger.**
- b) It should have a **barrier efficiency of at least 75%.**
- c) Filter fabric should not restrict air permeability or impede on the air permeability of the completed mask.
- d) It is suggested that the filter fabric should not block > 25 % of airflow through the fabric.
- e) Filter fabric should not shed fibres or disintegrate with use in any way, causing potential of fibre inhalation or failure to filter.
- f) It should not add or create unnecessary heat load.
- g) Filter should be replaceable via a pouch between inner and outer layer of mask (envelope).
- h) It must be possible to disinfect filter daily or wash with hot water [Minimum filter size 100mm x 120mmm]
- i) Ideal product – non-woven or similarly performing fabric that meets the recommended requirements.

4.1.3 Outer Layer (faces outwards)

- a) This layer can be woven, warp- knitted or made from a suitable nonwoven fabric.
- b) Fabrics should not allow liquids to move through them.
- c) Hydrophobic or water repellent properties are recommended to prevent wetting from external sources and improve soil repellence.
- d) Fabrics should not restrict normal breathing.
- e) Care should be taken that this layer does not ruin the breathability of the mask
- f) Fabric choice should be suitable for the design of the mask - some designs may require a firmer fabric while others may require fabrics with more drape.
- g) A firm finish will prevent the mask from collapsing with breathing.
- h) Outer and inner layers can potentially be of the same fabric.

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4.1.4 General Remarks

- a) Fabrics should not contain any toxic chemicals or excessive lint (especially the inner layer).
- b) The outward facing and inward facing of the mask must be clearly distinguished.
- c) **A new prototype can be easily tested for comfort by wearing it for at least 30 minutes.**
- d) Disinfection of all the components should be easy to carry out at home and components must not deteriorate with use/cleaning.
- e) Fabrics should be able to resist washing in hot water – not easily damaged.
- f) Components that are not removable should be resistant to at least 100 wash cycles.
- g) It must be ensured that proper airflow is achieved when all the layers are combined.
- h) One component with poor air permeability can cause a total failure in breathability
- i) **NOTE: If a filter layer is not used, the combination of the two layers must provide a 5 micron particle barrier efficiency of at least 75%.**

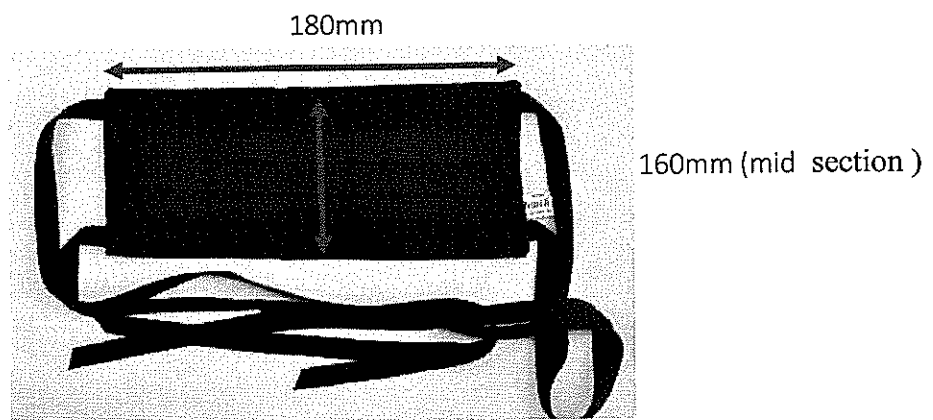
5 Designs for Fabric Masks

- a) Mask style and design features will contribute to user fit and should follow closely the contours of the face especially around the nose bridge and under the chin to reduce leakage out and into the mask.
- b) A wire insert, in middle of the mask that sits over the nose bridge area of mask, will allow the user to mould the shape of the mask around the nose bridge for a closer fit.
- c) Comfortable elastic bands/or cloth tie-straps of adequate size and shape for attachment either around the ears or the head should **facilitate comfortable fit**.
- d) Further adjustments to the dimension of this elastic/cloth tie-straps will enhance fit for more users permitting flexibility in the adjustment.
- e) The ties or elastics used to fit the mask to the face should not be designed to require that the wearer touches the front of the mask at all.
- f) Masks should be comfortable to wear. Fabrics selection should consider performance properties such as moisture management and thermal discomfort (guideline for fabric selection 4.1 above).
- g) Discomfort will undermine one's health by promoting the need to touch the face and remove or adjust the mask during wear.
- h) Bearing in mind that different fabric constructions and innovations allow for different properties and functions, there is merit in a mask designed from at **least two layers of**

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suitable fabric or three layers of such fabric (two layers plus an extra third barrier/filtration layer in the centre).

- i) Masks must be designed to fit properly, ideally covering at least 50% of the length of the nose and fit to 25mm under the chin.
 - a. A guideline for the adult size of pleated mask designs is 180mm for the width and 160mm for the length (maximum unpeated length).
- j) Additionally, manufacturers should indicate sizing of masks:
 - i. Adults: S/M/L/XL
 - ii. Children: S/M/L
- k) Children sizes can be considered by downsizing the adult sizes until further anthropometric data is available to guide a more informed decision.
- l) The suggested size for the removable filter is 120 x 100 mm.
- m) The dimension for a simple pleated masks design is illustrated below:



- j) It is useful to provide markings or features that help the wearer to distinguish between the inner layer and outer layer of the mask in order to prevent wearers from placing the wrong side against their faces.
- k) **Special needs may arise within some groups of society** (such as hearing-impaired individuals who rely on lip reading) whose needs should also be considered when making masks.
- l) Other users such as children and those wearing spectacles should also be considered.
- m) Fabric Face Masks for different seasons and climates must also be considered.
- n) When adjusting to climate and seasonal needs, the fabric used should follow recommended guidelines – adjustments must not compromise fabric functionality as described in the guidelines.

6 Instructions for Using Fabric Masks

- a) Clear instructions should be provided to consumers about the capabilities and limitations of masks.
- b) At the very least guidance should be given that when re-usable fabric masks are worn:
- c) They do not constitute medical PPE nor are they a replacement for normal precautionary hygienic measures such as handwashing, not touching one's face, coughing or sneezing into a tissue or elbow and keeping a proper social distance of 1,5m from other people.
- d) The wearer should ensure the masks have been appropriately washed and disinfected before use
- e) Clear instructions must be provided around the proper protocol for wearing masks, including at a minimum that wearers should avoid touching the mask during use and that when putting on or taking off the mask, one's hands must have been cleansed after practicing appropriate hand hygiene;
- f) That re-usable masks or the components used within the masks may need to be replaced if they are damaged or worn out, or if they have exceeded their lifespans or use; and
- g) **That children should be supervised at all times when using a cloth mask**, and they are not recommended for infants who may struggle to breathe with a mask or even choke if they put parts in their mouths.
- h) **A user-guide MUST be supplied with a mask on how to wear and how to care for it.**
- i) A fabric face masks should generally not to be used by Health workers, working in a health care environment.

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7 Appendix A: Reference List of Local Textile Manufacturers.

Reference list of local manufacturers of nonwoven and woven textiles and elastics for inputs for fabric face masks for the public¹³.

7.1 Manufacturers of Nonwoven Textiles

Company	Key contacts	Province	Category/ies	Product/s that your company can offer clothing manufacturers for making masks, and practical description of how your product/s assist in protection
Beier Envirotec	Posh Moodley: 083 708 5378 pmoodley@beier.co.za	KZN	Fabrics	Manufacturer of: needle punched nonwovens. Can be used as the outer layer of masks. Their nonwovens provide dust loading capacity, comfort and a level of filtration and mouldability.
Brits Nonwovens	Dicky Coetzee: 082 901 4117 dicky.coetzee@brits.co.za	KZN	Filters	Manufacturer of: Polypropylene/ polyester combination filters. Can be used as filter in the middle of two layers of fabric. Can produce 50m per month
Feltex Nonwovens	Robert Gooch: 082 905 9958 robertg@feltex.co.za John Mauer: 082 909 4402 Johnm@feltex.co.za	KZN	Fabrics	Manufacturer of: needle punched nonwovens. Could be used as inner or outer layer of masks. At the moment they do not supply products outside of the automotive industry, but they would be happy to work with mask manufacturers to try and meet the standards required for face masks.
Fibertex	Sefton Fripp: 082 903 6714 SEFR@fibertex.com Clive Hitchcock: 076 413 0899 cahi@fibertex.com	KZN	Filters	Manufacturer of: nonwovens and nanofiber treated products. Can be used as inner or middle (filter) fabrics and media. Functions include moulding support, particulate efficiency layers and barriers. Their adhetex product is made from PET/ PVDF fine fibres is a nano material most commonly used in High-Energy Particulate Arresting (HEPA) filters for masks, A/C units, automotive components and domestic filters i.e. vacuum cleaners. Their breathetex product is made from

¹³ This list is subject to available information and will be updated regularly. Please monitor the DTIC's website periodically for updates.

				polyester and is one of the components in FFP1 & 2 masks where it is used to mould and shape the masks. It sits adjacent to the melt-blown and outer spunbond layer
Filtafelt	Anil Chandran: 076 170 0702 Anil@iffgroup.com	Gauteng	Fabrics & Filters	<p>Manufacturer of: nonwovens that can be used as outer and inner layer of masks, and filters.</p> <p>Their 200 gram/m² weight, 300 gram/m² weight and 400 gram/m² weight Polypropylene nonwoven may be used to manufacture masks.</p>
Freudenberg Nonwovens	Fiona Shaw: 083 658 4095 Fiona.Shaw@freudenberg-pm.com	W. Cape	Fabrics & Filters	<p>Manufacturer of: nonwovens that can be used as outer and inner layer of masks, and filters.</p> <p>They can produce a dense polyester nonwoven filter layer, as well as hydrophobic and hydrophilic nonwovens as necessary.</p>
Inno Textiles	Oliver Wilhelm: 082 440 7021 oliver@innotextiles.co.za	KZN	Filters	<p>Manufacturer of: nonwoven fabric for outer or inner layer of mask and middle filter.</p> <p>They produce needled and heat-set or calendered filter media manufactured from 100% polyester in weight ranges from 120g/m² and up. Their products can be moulded, sewn or welded to make masks. Media could be used as the middle layer of a three layer mask, or if they produce a slightly heavier media at about 200g/m², this might be used for manufacturing a single layer mask. Can produce 5000m per day if required.</p>
Romatex Home Textiles	Helmut Höck, +27 (82) 566 7522 , +27 (21) 933 9800, helmuth@romatex.co.za	KZN & Western Cape		<p>Manufacturer of: nonwoven fabric that can be used as the filler (middle layer) or the outer layer in a multi-layered mask.</p> <p>They manufacture 100% polyester non-allergenic non-woven fabric.</p>

Spunchem	<p>Gary Sweeney: 082 652 0463 garys@spunchem.co.za</p> <p>Thokozani Mbhamali thokozanim@spunchem.co.za</p> <p>Sandy Stewart: 074 999 7009 sandys@spunchem.co.za</p>	KZN	Fabrics & Filters	<p>Manufacturer of: nonwoven fabrics. Can be used as inner and outer layers, as well as middle filter.</p> <p>Spunbond can be produced to any gsm and can be used as a highly breathable outer and inner layer. Standard meltblown is produced to 25gsm to 50gsm and can be used as a middle layer filter. It has medium bacterial filtration properties and is breathable. They are in the process of developing electrostatic meltblown which can be used as a middle layer and forms a viable anti-viral filter.</p>
Vitafoam	<p>Aldrin John: 083 795 1085 aldrin.john@vitafoam.co.za</p> <p>Loren van Jaarsveld loren.vanjaarsveldt@vitafoam.co.za</p> <p>Johan Booysen johan.booysen@vitafoam.co.za</p>	Gauteng	Fabrics & Filters	<p>Manufacturer of: nonwoven fabric and nonwoven filters.</p> <p>Can be used for inner or outer layer (highly breathable hydrophobic spunbond of any gsm), and middle filter (presently running tests of whether their flexible polyurethane foam 4mm low density can be used as a filter)</p>

7.2 Manufacturers of Woven Textiles

Company	Key contacts	Province	Category/ies	Product/s that your company can offer clothing manufacturers for making masks, and practical description of how your product/s assist in protection
Aunde Tap	Sean Kennedy: 083 615 0298 sean.kennedy@aunde.co.za	KZN	Fabrics	Manufacturer of: Woven and warpknit 100% polyester fabrics. Can be used as the outer layers for masks.
Da Gama Textiles	Kelvyn Breetzke: 083 297 1485 kbreetzke@cowie.co.za	E. Cape	Fabrics	<p>Manufacturer of: cotton and polycotton woven fabrics. Can be utilised as the inner and outer layer of the mask</p> <p>Specifically supply: (1) CC484 (P48): 100% cotton sheeting, tight weave and can withstand high temp wash; (2) PCS7: 50/50 poly/cott sheeting, tight weave and can withstand high temp wash; (3) FT3: 100% cotton winter sheeting Flannel, comfort and tight weave; and (4) CJ54 (J54): 100% cotton twill excellent for outside layers, strong and tightly woven, would be able to last many washes</p>
Deslee Mattex	<p>Michael Borchers 082 441 7305 michaelb@desleemattex.co.za</p> <p>Larry Unterhalter 082 447 4091 larryu@desleemattex.co.za</p>	W. Cape	Fabrics	<p>Manufacturer of: Woven fabrics of Polyester, Polypropylene, Viscose and cotton. Their fabric can be utilized as both the inner and outer layers of the mask.</p> <p>Fabrics have the following properties: hydrophobic; breathable; washable; and do not contain toxic chemicals. Utilize high density yarns and can customize the fabrics pick count to ensure a pore size of 5 micron or less as per the guidelines. Capable of applying an antimicrobial and antibacterial finish to the woven fabrics which would also assist in reducing infection..</p> <p>Able to produce 21 000 meters of woven fabric per day. .</p>
Finlam Textiles	Janice Roberts: 084 083 0404 jroberts@finlamtechnical.com	KZN	Fabrics	Manufacturer of: woven polyester fabrics, circular knitted polyester fabrics, specialised lamination (breathable hydrophilic membranes, PU membranes, PVC films etc, and coating, dyeing and finishing of woven fabrics. Can be used as outer and inner layers of mask

Gelvenor Textiles	<p>Thomas Adlam: 082 774 0758 tadlam@gelvenor.co.za</p> <p>Steve Fitzjohn: 066 264 4581 sfitzjohn@gelvenor.co.za</p>	KZN	Fabrics	<p>Manufacturer of: Woven polyester fabric. Can be used for outer and inner layers of masks.</p> <p>Produce hydrophobic finish, breathable to FFP rated mask standards – with option to do anti-bacterial/ microbial finish. The fabric is durable and has been tested to keep its functionality for up to 40 washes under specific conditions equivalent to a basic disposable face mask</p>
Imraan Textiles	<p>Imraan Bux : 083 325 3243 ibux@itmkn.co.za</p> <p>Andrew Broughton: 083 3006535 bwerdna@tiscali.co.za</p>	KZN	Fabrics	<p>Manufacturer of: woven polyester as well as poly-viscose fabrics. Can be used as inner and outer layer of masks.</p> <p>Customisable colours; minimised linting; can be easily washed without changing fabric properties.</p> <p>Materials and capacity for large volume production.</p>
Korteks Textiles	<p>Zayd Tayob: 082 900 5786 zayd@zaydtex.com</p> <p>Khabir Tayob khabir@zaydtex.com</p>	Gauteng	Fabrics	<p>Manufacturer of: 100% polyester woven and warpknit fabrics. Can be used for outer and inner layer of a mask. The warpknit could be used as a filter</p> <p>They have equipment to treat the fabric so that it is water resistant. The warp knitted fabric is a high density net like fabric which could be used as a filter fabric and can be washed and reused easily. It has no stretch.</p>
Nu-Mym Textiles	<p>Farhaad Vally 081 352 2225 Numymtex@telkomsa.net</p>	KZN	Fabrics	<p>Manufacturer of: 1. We can polyester, poly-cotton, cotton and poly-viscose fabrics. Can be used for inner or outer layers of mask.</p> <p>They produce 100% polyester, 65/35 poly-viscose, 100% cotton and 65/ 35 poly-cotton. They can add a blood guard, antibacterial agent and a water repellent finish</p>
Suntex	<p>Eddy Sun 082 333 3888 esun@suntex.co.za</p>	E. Cape	Fabrics	<p>Manufacturer of: woven fabrics. Can be used for outer layer and inner layer</p> <p>Outer layer can be +- 200 gsm woven fabrics in 100% texturized polyester yarns with water repellent finish. Inner layer can be +- 70 gsm 100% texturized or non texturized polyester yarns</p>
Svenmill	<p>Brent Greenblatt: 083 995 8600 the_mill@svenmill.co.za</p>	W. Cape	Fabrics	<p>Manufacturer of: woven fabrics</p> <p>Can be used for inner and outer layers. Can supply 280cm wide fabrics, a mixture of polycotton (50:50) or 100% cotton. Fabric can be treated with anti-</p>

				bacterial nanotechnology silver proven to kill 99.99% of bacteria. Awaiting anti-viral results currently in lab testing.
Umzinto Textiles	Muhammad Paruk: 0827862623 mparuk45@outlook.com	KZN	Fabrics	Manufacturer of: woven fabrics Capable of weaving fabrics. Can do specialized finishes such as anti-microbial and anti-bacterial breathable finishes to various textiles up to a max width of 220cm .
Winelands Textiles	Peter Gaal: 082 441 2938 pgaal@winetex.co.za Juanita Wilkinson (Hextex office) jwilkinson@winetex.co.za Karen Bouwer (WC, EC) kbouwer@winetex.co.za Arif Cassim (GAUT) acassim@winetex.co.za Andrew Guy (KZN) McNair.Guy@telkomsa.net	W. Cape	Fabrics	Manufacturer of: woven fabrics. Can be used for inner or outer layer. Can supply range of polyester viscose, poly-cotton and cottons. Able to finish products with fluid resistant finishes