



REQUEST FOR INFORMATION FOR A SEA CONTAINER AND BREAK-BULK CARGO BIOSECURITY RISK MANAGEMENT SOLUTION

The physical address for collection of Tender documents is:
Download from e-tender. Submission via e-tenders portal (Electronic submission).

Queries relating to the issues of these documents may be addressed to suppliers.enquiries@bma.gov.za

The closing date and closing time for receipt of RFI is **23 APRIL 2026 AT 11h00**. Tenders should be submitted through **E-TENDERS PORTAL**. Telegraphic, telephonic, telex, facsimile, and late Tender Bids will not be accepted.

BORDER MANAGEMENT AUTHORITY BID FORMS

ANNEXURE A STANDARD BIDDING DOCUMENT	
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SBD1

**SECTION A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE BORDER MANAGEMENT ENTITY					
BID NUMBER:	H004L2602OTH00221	CLOSING DATE:	23 APRIL 2026	CLOSING TIME:	11h00
DESCRIPTION	REQUEST FOR INFORMATION FOR A SEA CONTAINER AND BREAK-BULK CARGO BIOSECURITY RISK MANAGEMENT SOLUTION.				
BID DOCUMENTS ARE TO BE SUBMITTED VIA E-TENDERS PORTAL (ELECTRONIC SUBMISSION)					
NON-COMPULSORY BRIEFING SESSION: 09 APRIL 2026 AT 11:00					
Join: https://teams.microsoft.com/meet/36338163926730?p=9I4SNdDM8Z0Bs2cX2t					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON		CONTACT PERSON	Humbulani Mafumo		
TELEPHONE NUMBER		TELEPHONE NUMBER			
E-MAIL ADDRESS	suppliers.enquiries@bma.gov.za	E-MAIL ADDRESS	Humbulani.Mafumo@bma.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 PART B:3]	
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.					

SECTION B 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 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:

SECTION C

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The Respondent is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
6. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
7. A specific box or email address is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
8. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
9. No bid submitted by telefax, telegraphic or other means will be considered.
10. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
11. Any alteration made by the bidder must be initialed with an ink pen.
12. Use of correcting fluid is prohibited, bidder may be disqualified.
13. Bids will be opened in public as soon as practicable after the closing time of bid.
14. Where practical, prices are made public at the time of opening bids.
15. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
16. For any incomplete form may results in disqualification or non-allocation of points.

DISCLAIMER

Whilst the intent of the Border Management Authority is to compare service provider's responses, the Border Management Authority makes no obligation or undertakings in any way to:

1. Go out on a tender or
2. Accept any Request for Information received from service provider or
3. Include service provider responding to this Request for Information in any future tender invitation or
4. Any other commitment to suppliers whatsoever, including any intention to form a contract with any supplier for these services.

SECTION D

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website www.csd.gov.za
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Entity may, without prejudice to any other legal rights or remedies it may have;
 - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. **IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.**

**SECTION E
DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP
TO DATE**

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative)

....., WHO REPRESENTS (state name of bidder)

.....

CSD Registration Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S
DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO
DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR
DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE
CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

AUTHORITY TO SIGN A BID

Bid/Quotation no: H004L2604OTH00018

Close Corporation / Company / Partnership / Trust /Sole proprietor or sole trader

Name: _____

Registration Number: _____

RESOLUTION OF THE DIRECTORS OF THE COMPANY etc. RESOLVED that _____,

in his/her capacity as _____, is authorised to make

applications on behalf of the Close Corporation / Company / Partnership / Trust /Sole proprietor or sole trader for any documentation relating to the business (which is not necessarily a change of ownership).

The nominated person will also have access to the webpage for the business. Signature(s) for Close Corporation / Company / Partnership / Trust/ Sole proprietor or sole trader.

(sole member still must sign this resolution)

Signature of all members:

	Name	Signature	Date
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

Specimen signature of the appointed Signatory: _____  **(Please sign)**

Failure to complete, sign, and date the above certificate or provide the certificate(s) in the form of a resolution shall result in the tender being considered non-responsive and rejected.

SECTION F

Every question must be answered individually on this form, whether a relationship is present or not: Failure to do so will invalidate your tender/bid

SBD 4**BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES	
NO	

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any

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

person who is employed by the procuring institution?

YES	
NO	

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? (please declare all companies under the directors names on CSD, declare using MAAA numbers as listed on CSD)

YES	
NO	

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

.....
Signature	Date
.....
Position	Name of bidder

Every question must be answered individually on this form, whether a relationship is present or not: Failure to do so will invalidate your tender/bid

SECTION G CONDITIONS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Border Management Authority on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

2. I/we agree that:
 - (a) the offer herein shall remain binding upon me and open for acceptance by the Entity during the validity period indicated and calculated from the closing time of the bid;
 - (b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the, with which I/we am fully acquainted;
 - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Entity may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Entity. I/we will then pay to the Entity any additional expenses incurred by the Entity having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Entity shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfillment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Entity may sustain by reason of my default;
 - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :

.....

.....

3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.

4. I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfillment of this contract.

5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me as a result of such action.

3. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- (1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Entity, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then the Entity, in addition to any remedies it may have, may:-
 - (a) Recover from the contractor all costs, losses or damages incurred or sustained by the Entity as a result of the award of the contract, and/or
 - (b) Cancel the contract and claim any damages which the Entity may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS DAY OF 20 AT

.....
SIGNATURE OF BIDDER OR DULY AUTHORISED REPRESENTATIVE	NAME IN BLOCK LETTERS

ON BEHALF OF (BIDDER'S NAME)

CAPACITY OF SIGNATORY

NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)

.....

POSTAL ADDRESS

.....

TELEPHONE NUMBER:

FAX NUMBER:

CELLULAR PHONE NUMBER:

E-MAIL ADDRESS:

ANNEXURE B: 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 anything 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 Entity or an organization acting on behalf of the Entity.
- 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 entity, Provincial entity, 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 cancelling 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 antidumping 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 Entity must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

- 33.1 The NIP Programme administered by the Entity 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.

ANNEXURE C**SPECIAL CONDITIONS OF CONTRACT**

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017; the General Conditions of Contract (GCC) and if applicable any other Special Conditions of Contract.

The offers must remain valid for a period of **120** days from the closing date of the submission of bids.

1. CONTRACT PERIOD

N/A

2. EVALUATION CRITERIA

Bid must comply with administrative requirements.

2.1 Administrative Compliance

For administrative compliance, bidders must submit the bid with the following documents;

- (i) SBD 1: Invitation to quote/bid
- (ii) SBD 4 form: Bidders Disclosure
- (iii) Authority to sign the bid document

3 ENQUIRIES

All enquiries regarding technical matters, should be directed to: suppliers.enquires@bma.gov.za

SECTION J

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE: NOT APPLICABLE

N.B.: this form is only to be included and completed when applicable to the bid.

Site/building/institution involved: border management entity

Bid no: **H004L2602OTH00221**

Service: **REQUEST FOR INFORMATION FOR A SEA CONTAINER AND BREAK-BULK CARGO BIOSECURITY RISK MANAGEMENT SOLUTION**

This is to certify that (name)

On behalf of

Visited and inspected the site on(date)

And is therefore familiar with the circumstances and the scope of the service to be rendered.

.....
Signature of Bidder or Authorised Representative
(Print Name)

Date:

.....
signature of entity representative
(print name)

entity stamp

ANNEXURE D

STANDARD SPECIFICATIONS / TERMS OF REFERENCE



REQUEST FOR INFORMATION FOR A SEA CONTAINER AND BREAK-BULK CARGO BIOSECURITY RISK MANAGEMENT SOLUTION

1. INTRODUCTION AND BACKGROUND

The Border Management Authority (BMA) is a Schedule 3A Public Entity established under the Border Management Authority Act, No. 2 of 2020. As South Africa's third armed service, the BMA is entrusted with the critical mandate of securing the nation's borders while facilitating the legitimate movement of people and goods through all designated Ports of Entry and within the border law enforcement area.

The BMA aims to enhance its strategic capabilities and align with the best global practices and international standards on Sea containers (and their movement) as set by Conventions such as the International Plant Protection Convention (IPPC) and the Food and Agriculture Organisation (FAO). The BMA is embarking on a project with the aim and objective to mitigate the risk of unintentional introduction of priority invasive species along the sea container and break-bulk cargo pathway. This entails developing, testing and implementing a sea container and break-bulk cargo biosecurity risk management solution at the Durban harbour on the basis that it has the highest invasion probability compared to other maritime Ports, given various cargo types and operation intensity at the Port. While traditional inspection methods (e.g. visual inspections) are and will still be deployed, containers that fail such inspection(s) based on developed protocols will be subjected to treatment (decontamination) in line with the IPPC Import Health Standards. The solution is based on the international biosecurity best practice comprising offshore management of risk, accurate profiling and targeting of high-risk containers or break bulk for inspection, protocols for inspection, and decontamination where necessary. For the

purpose of this project, the envisaged pilot implementation will entail the profiling and targeting of high-risk sea containers by the Biosafety Risk Assessment Targeting Centre (BRATC), inspection of the containers in accordance with the protocols to be developed, and the external decontamination of containers – where necessary.

The BMA, therefore, envisions the implementation of a biosecurity risk management solution on sea container and break-bulk cargo at the Durban harbour to protect South Africa's environment from potential invasion linked to both incidental or unintended imports of pests., pathogens, and diseases, as well as ensuring the authorized movement of goods, plants, animals, and related products through Ports of Entry. The solution will serve as an enhancement to existing biosecurity interventions by South Africa in order to protect biodiversity, livelihoods and animal and human health, while strengthening our surveillance for early detection and monitoring solutions.

2. PURPOSE OF THIS REQUEST FOR INFORMATION (RFI)

The primary purpose of this Request for Information (RFI) is to conduct industry and/or market research and gather detailed insights from industry experts regarding the following requirements:

- Specifications for site clearing and preparation at the identified site at the Durban Harbour.
- Design and refurbishment of the existing infrastructure, including the office block (with suitable amenities) and multi-purpose treatment facility (High-pressure (wet and dry) cleaning and fumigation). Note that the facility might have to make provision for cold and hot high water pressure cleaning; and potential for chemical/gas fumigation.
- Supply, installation, and commissioning of an automated high-pressure container cleaning solution and all associated sub-solutions inclusive or requisite controls for safety.
- Supply, installation and commissioning of a fumigation solution and all associated sub-solutions using South African approved chemicals (or gas) inclusive of detection equipment for safety.
- Design, installation and commissioning of an on-site contaminated water collection, storage and treatment facility that complies with the Durban Metro bylaws and all other environmental regulations in particular the National Environmental Management: Waste Act 59 of 2008. Stored biosecurity waste must be securely contained in a manner that prevents the escape of pests, pathogens and diseases of biosecurity concern – for the environment and human health.

- Identify key Standard Operating Procedures (SOP) and Emergency Operating Procedures (EOPs) for the solutions and sub-solutions and their requirements

The information gathered and insights gained will be instrumental in informing the strategic and technical formulation of a subsequent Request for Proposal (RFP).

The specific objectives are:

- **To understand the current market landscape**, on-site clearing and preparation of the identified site at the Durban Harbour, and design and refurbishment of the existing infrastructure, including the office block and the erection of the perimeter security fence.
- **To understand the current market landscape**, including available technologies, architectural models and innovative approaches for design, installation, testing and commissioning of a biosecurity treatment facility (High-pressure cleaning and fumigation) and an on-site contaminated water collection, storage and treatment facility.
- **To understand the current market landscape**, on the development of a detailed technical specifications for a combined fumigation and automated high-pressure container cleaning solution and its sub-solutions (Civil works, water solution, electrical solution, washing solution, fumigation solution) at the identified site of the Durban Harbour.
- **To identify proven solutions and the capabilities of potential service providers** with demonstrable expertise and experience in the design or procurement, installation, testing and commissioning of the required infrastructure and equipment for the project at the identified site at the Durban Harbour including site clearing and preparation for desired operational purposes.
- **To gather information on technical and architectural considerations**, including the development of technical specifications for the civil and electrical work, water (including contaminated water) solution, washing solution, fumigation solution and overall integration and performance of the solutions.
- **To identify potential challenges, risks, and best-practice mitigation strategies** related to the project, in particular the high-pressure washing solution, fumigation solution, contaminated and treatment water solution.

- **To understand indicative cost structures and realistic implementation timelines** to assist with planning and budgeting.

3. SCOPE OF INQUIRY: ENVISIONED SOLUTION CAPABILITIES

The BMA seeks information on a comprehensive, end-to-end solution that encompasses the site clearing, perimeter fence installation as well as the installation, testing, and commissioning of a high-pressure dry and wet cleaning solution, fumigation solution, and an on-site contaminated water treatment facility. The solutions shall be capable of continuous industrial operation and comply with all relevant safety and environmental regulations. Furthermore, equipment must be robust enough for Port and warehouse environments.

Respondents are requested to provide detailed information on their solution's capabilities in the following key areas.

Site and Solution Requirements (*inter alia*)

Please describe how your proposed solution addresses the following core functionalities in detail:

- **Site establishment and clearance Requirements:** Vegetation clearance, extension and refurbishment of the existing structure and the office block, as well as the erection of a Security fence and lockable gates over the total length of the site.
- **Applicable Standards for the High-pressure water cleaning solution:** The equipment and components shall comply with, but not be limited to all relevant standards related to Quality Management Solutions, High-pressure cleaning solutions safety requirements, Electrical safety for machinery, certification for all electrical components, Pressure vessel design (if applicable), Health and safety standards and local environmental and noise regulations
- **General Requirements for the solution:** High-pressure dry/wet cleaning solution (mobile or skid-mounted), Cleaning of 20 ft and 40 ft (approximately six meters and twelve meters) cargo containers (exterior), continuous duty, 8–12 hours per day; outdoor, marine/port environment – corrosion-resistant materials required and protection rating for all electrical components.

- **Performance Requirements for the solution:** Adjustable high-pressure range, adjustable low rate, operating temperature (hot water capability), cleaning time per minute per standard container size, noise level at operator position, and efficiency in terms of removal of visible residues/contaminants.
- **Solution Equipment Composition:** High-Pressure Pump Unit, Water Heating Unit (Optional), Spray Gun, Lances & Nozzles, Hose and Reel Assembly, Control Solution, Water Supply and Filtration, Rotary cleaning head for container interiors, Detergent/disinfectant injection solution, and Wastewater collection and treatment solution.
- **Safety & Environmental Requirements for the solution:** the solution should provide for an emergency stop, and pressure relief valve, Operator safety guards and lock-out protection, Compliance with noise and emission limits, Provision for biodegradable detergents and wastewater treatment to meet local discharge standards.
- **Applicable Standards for the Fumigation solution:** the equipment and all components of the chemical/gas dispensing solution, gas detection equipment, dosage calculation equipment and aeration and clearance equipment shall comply with all applicable and relevant standards inclusive of safety.
- **General Requirements for the solution:** complete sealing of treatment area, application of fumigant at correct dosages through probe injection or surface application, maximum container size considerations, gas monitoring for applicable concentrations and safety, concentration testing and venting and first aid and emergency equipment (emergency preparedness)
- **Performance Requirements for the solution:** efficacy and pest control performance (achieve 100% mortality); solution reliability (>98%); dosage accuracy; uniform distribution; minimum lethal concentration; gas retention (containment); temperature dependency; containment integrity during exposure; efficient treatment cycles (<30 minutes per container- sealing & application, <1-2 hours aeration to safe levels); intuitive to operate, calibratable, maintainable, automatic data logger with secure and non-volatile memory; report generation capability- fumigation certificate(s) and the solution should maintain an audit trail.
- **Solution Equipment Composition:** chemical/gas cylinders/tanks holding the fumigant in a pressurised liquid or gaseous state; high-pressure, chemical resistant distribution hoses; pressure regulators and control valves; flow meter or digital scale; application probe (or lance); fumigation circulation fan (explosion proof); door gasket check tools; sealing tapes (high-quality, wide, adhesive-backed polyurethane or butyl tape); drain hole plugs; gas-tight placard holder; gas

sampling lines (tubes); gas detector/analyser for thermal conductivity, electrochemical (EC) sensor, Infrared (IR) spectrometer; calibration kits and automatic data logger; aeration fans/blowers; heavy-duty, outdoor-rated extension cables and portable, handheld gas detectors.

- **Safety & Environmental Requirements for the solution:** Operator exposure limits; chemical/gas detection accuracy, low-level detection sensitivity; residual gas clearance; fail-safe features and post aeration concentration < 1-5 ppm (fumigant dependent). Self-contained breathing apparatus (SCBA), full-face respirator with fumigant specific canister, gas monitoring badges, chemical resistant clothing, emergency equipment, eye wash station and safety shower.
- **Applicable Standards for the on-site Contaminated water treatment facility:** the equipment and all components for primary treatment, biological treatment (where necessary), disinfection and storage and soakaway drainage solution.
- **General requirements for the solution:** a biosecurity contaminated water treatment in line with applicable municipal by-laws and environmental legislation. The facility is to primarily treat the effluent or waste to remove all biosecurity matter through various treatment options available. Said waste water to be further disinfected and processed for re-use. Solution to include provision for either a soakaway drainage solution or other suitable alternative to allow for solution maintenance when required or when the tank gets too full.
- **Performance Requirements for the solution:** Automated treatment process must effectively destroy or remove invasive species and their propagules and subsequent waste management through filtration, Ultra Violet (UV) and chlorination. The treatment facility should operate 24/7 apart from when under maintenance for which a proposed alternate running during that duration. Easy operation and maintenance, high efficacy in reducing Biochemical Oxygen Demand (BOD) and Chemical Oxygen Demand (COD) levels and designed for a lifespan of approximately 30 years or more. Storage capacity of up to 63, 500 litres and emergency overflow capability.
- **Solution Equipment Composition:** Screen or grit chambers; pumps, programmable logic controllers (PLCs), industrial valves; ultrafiltration solution; vacuum evaporation and distillation, reverse osmosis solution; paper bed filter and solid bowl centrifuge.
- **Safety & Environmental Requirements for the solution:** The solution should comply with the Department of Water and Sanitation's discharge limits and effluent quality (chemical, biological and physical), ISO 24516-4: 2019 and compliance with application Regulations and the Green Drop Programme

Technical and Architectural Considerations

Below is a structured, detailed outline of technical and architectural considerations for developing a sea container and break-bulk cargo biosecurity risk management solution. This can be used as a framework for solution design, procurement, or architectural documentation. However, to conduct a comprehensive market analysis and understand the full spectrum of the project, respondents are requested to provide details on all viable architectural models and solution options for their solution(s).

Please provide detailed information on your proposed architecture as follows:

- **Overall Solution Architecture:** Describe the design of the model to allow for components (cleaning, fumigation and contaminated water handling). Support varying throughput of containers and break-bulk cargo, including surge periods during peak seasons. Critical solutions (e.g., water pumps, filtration units, power distribution) should include redundancy to ensure continuous operation.
- **Biosecurity Inspection and Cleaning Infrastructure:** In addition, please provide information on physical layout and an automated high-pressure cleaning solution.
- **Fumigation solution:** Describe the design and potential integration (where possible) with the high-pressure cleaning solution. Provide potential fumigants to be used in the solution as approved by the Department of Agriculture.
- **Contaminated Water and Waste Management:** Provide the description of the on-site contaminated water storage facility, water treatment, storage and disposal (options).
- **Building and Structural Considerations:** Please specify the detailed requirements for refurbishment of office block and support facilities, wash bay surfaces and drainage.
- **Health, Safety, and Environmental (HSE) Considerations:** How the infrastructure can handle the chemical/gas applications and storage. That is, proper storage of detergents and disinfectants, spill kits, possible leaks, and ventilation in the wash bay; noise and vibration control, especially for high-pressure pumps and cleaning machinery and environmental monitoring.
- **Ambient Air Quality-**Fumigation may result in pollutants being emitted which may affect ambient air quality (minimum air quality standards. Describe how air quality will be monitored for concentrations

of pollutants to assess public health and environmental risks that might result from fumigation processes.

- **Operational and Maintenance Considerations:** Equipment must be accessible without disrupting operations for maintenance purposes. Predictive maintenance for pumps, filtration units, and structural components, training and skills development to the Operators of the automated cleaning solution, fumigation solution and contaminated water treatment facility.

Implementation, and Lifecycle Support

Please provide information on your proposed methodology for the following:

- **Project Implementation Plan:** A high-level, phased project plan outlining key milestones, typical timelines, and dependencies for a full solution rollout.
- **Functional Tests:** Develop functional test specifications – may include thresholds for functionality.
- **Training and Skills development:** Your proposed program and maintenance and manuals for training BMA personnel as well as training identifies personnel.
- **Long-Term Support and Maintenance:** A description of the support model, including proposed Service Level Agreements (SLAs) for the maintenance of the high-pressure cleaning solution, fumigation solution and the contaminated water treatment facility.

4. INFORMATION REQUESTED FROM RESPONDENTS

Respondents are requested to structure their submissions to include the following sections:

1. **Company Profile:** An overview of the company/organisation, its history, proven specific skills and experience in designing, implementing, and supporting.
2. **Proposed Solution Overview:** A detailed narrative describing the proposed solution, directly addressing all points raised in Section 3 (Site and Solution Requirements, Technical and Architectural Considerations, Implementation and Lifecycle Support).
3. **Architecture Diagrams:** High-level logical and technical architecture diagrams illustrating the proposed solution, its key components, and process flows.

4. **Indicative Cost Modelling:** Provide indicative, non-binding cost models to assist with budgeting. Do not submit a firm quotation. Please outline potential structures, such as:
 - Initial Capital Expenditure (CAPEX) for site clearing and preparation, for the procurement and installation of an automated high-pressure container cleaning solution and its sub-solutions and implementation.
 - Ongoing Operational Expenditure (OPEX), including annual support and maintenance.
5. **Potential Risks and Mitigation:** Identify potential technical, operational, environmental, legal, or logistical risks associated with a project of this nature and propose corresponding mitigation strategies.
6. **Hazardous Chemical Agents Regulations (HCAR), 2021** - Fumigation chemicals and detergents trigger HCAR duties: exposure risk assessment, air monitoring, respirator zones, training, Personal Protective Clothing (PPE), Safety Data Sheet (SDS), labelling/packaging using the Globally Harmonised Solution of Classification and Labelling of Chemicals (GHS), medical surveillance, records and disposal controls. Make these explicit and require the contractor's HCAR compliance plan and air monitoring programme by an Approved Inspection Authority (AIA) .
7. **Electrical installation compliance – SANS 10142-1** requires that **all low voltage (LV) installations** (marine/port environment, corrosion protection, Ingress Protection (IP) ratings) are designed, installed, tested and certified per **SANS 10142-1**, and that a **Certificate of Compliance (CoC)** is delivered at practical completion.

5. BID PRESENTATION

Bidders may be invited to make a presentation.

NB: Please note that only bidders who will respond to the RFI may be considered for the advertised tender.