
**SPECIFICATION
FOR
SUPPLY, INSTALL, COMMISSIONING AND
MAINTENANCE OF A SURVEILLANCE SYSTEM
AT
DEPARTMENT OF EMPLOYMENT AND LABOUR
for
A PERIOD OF 36 MONTHS**

| | |
|-------------------|--------------------|
| BID NUMBER | LAB 01/2026 |
|-------------------|--------------------|

TABLE OF CONTENTS

| | |
|--|------------------------------|
| SECTION A: TECHNICAL SPECIFICATIONS | 4 |
| A. SPECIFICATIONS OF INTEGRATED SURVEILLANCE SECURITY SYSTEM | 4 |
| 1. PURPOSE | 4 |
| 2. SCOPE | 5 |
| 2.1. INTRODUCTION: | 5 |
| 2.2. SPECIFICATIONS OF INTEGRATED SURVEILLANCE SECURITY SYSTEM | 5 |
| 2.2.1. SYSTEM DESIGN AND ARCHITECTURE | 5 |
| 2.2.2. GENERAL SPECIFICATIONS: | 5 |
| 2.2.3. SYSTEM REQUIREMENTS | 6 |
| 2.2.4. SYSTEM DESIGN: | 7 |
| 2.3. VIDEO SURVEILLANCE APPLICATION SOFTWARE | 8 |
| 2.4. CAMERA SPECIFICATION | 9 |
| 2.5. WORKSTATION | 10 |
| 3. BILL OF MATERIALS | 11 |
| 4. SYSTEM DESIGN: | ERROR! BOOKMARK NOT DEFINED. |
| 5. VIDEO SURVEILLANCE APPLICATION SOFTWARE | ERROR! BOOKMARK NOT DEFINED. |
| 6. SOFTWARE CAPABILITY REQUIREMENTS | ERROR! BOOKMARK NOT DEFINED. |
| 7. CAMERA SPECIFICATIONS | ERROR! BOOKMARK NOT DEFINED. |
| 8. WORKSTATION | ERROR! BOOKMARK NOT DEFINED. |
| SECTION B: GENERAL REQUIREMENTS | 12 |
| B. LEGISLATIVE FRAMEWORK OF THE BID | 12 |
| 1. TAX LEGISLATION | 12 |
| 2. PROCUREMENT LEGISLATION | 12 |
| 3. TECHNICAL LEGISLATION AND/OR STANDARDS | 12 |
| 4. PROTECTION OF PERSONAL INFORMATION ACT | 12 |
| 5. COMPULSORY BRIEFING SESSION | 13 |
| 6. TIMELINE OF THE BID PROCESS | 13 |
| 7. SUBMISSION OF PROPOSALS | 13 |
| 8. LATE BIDS | 13 |
| 9. CONTACT AND COMMUNICATION | 14 |
| 10. COUNTER CONDITIONS | 14 |
| 11. FRONTING | 14 |
| 12. SUPPLIER DUE DILIGENCE | 15 |
| 13. DURATION OF THE CONTRACT /MAINTENANCE AGREEMENT | 15 |
| 14. EVALUATION AND SELECTION CRITERIA | 15 |
| 14.1. PHASE 1: ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS | 16 |
| 14.2. PHASE 2: MANDATORY REQUIREMENTS | 17 |
| 14.2.1. DECLARATION OF COMPLIANCE | 18 |
| 14.2.1.1. DECLARATION OF COMPLIANCE | 18 |
| 14.3. PHASE 3: EVALUATION ON FUNCTIONALITY | 19 |
| 14.4. PHASE 4: DEMONSTRATION/PRESENTATION | 22 |
| 14.5. PHASE 5 EVALUATION | 23 |
| 14.5.1. PRICE (80 POINTS) | 23 |
| 14.5.2. SPECIFIC GOALS (20 POINTS) | 23 |
| 15. JOINT VENTURES, CONSORTIUMS AND TRUSTS | 23 |
| 16. GENERAL CONDITIONS OF CONTRACT | 24 |
| 17. LEGAL REQUIREMENTS OF THE CONTRACT | 24 |
| 18. CONTRACT PRICE | 24 |
| 19. SERVICE LEVEL AGREEMENT | 24 |

| | | |
|-----|---|----|
| 20. | SPECIAL CONDITIONS OF THIS BID | 25 |
| 21. | BIDDER(S) ARE REQUIRED TO DECLARE | 25 |
| 22. | CONFLICT OF INTEREST, CORRUPTION AND FRAUD | 25 |
| 23. | MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT | 26 |
| 24. | PREPARATION COSTS | 26 |
| 25. | INDEMNITY | 27 |
| 26. | PRECEDENCE | 27 |
| 27. | LIMITATION OF LIABILITY | 27 |
| 28. | TAX COMPLIANCE | 27 |
| 29. | TENDER DEFAULTERS AND RESTRICTED SUPPLIERS | 27 |
| 30. | GOVERNING LAW | 28 |
| 31. | RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL | 28 |
| 32. | CONFIDENTIALITY | 28 |
| 33. | DEPARTMENT OF EMPLOYMENT AND LABOUR PROPRIETARY INFORMATION | 28 |
| 34. | AVAILABILITY OF FUNDS | 29 |

SECTION A: TECHNICAL SPECIFICATIONS

A. SPECIFICATIONS OF INTEGRATED SURVEILLANCE SECURITY SYSTEM

1. Purpose

The purpose of this document is to provide specifications to secure a tender regarding supply, delivery, installation, commissioning and maintenance of a security surveillance camera system that uses the latest technology for the Department of Employment and Labour at its Head Office in Pretoria.

The system should deploy a security solution that will monitor and record movement in and around the building by deploying current technologies.

The system capabilities MUST:

- facilitate viewing of live and recorded images and the full administration of the system.
- provide inter-operability of hardware, software, networking, printing, database connectivity, reporting, and communication protocols.
- Expansion should be seamless using off-the-shelf available hardware without the need for customization to the exiting solution or impacting the warranties.
- ensure recording frame rate & resolution in respect of individual channel is programmable.

The successful bidder shall provide the system and/or equipment and maintain the solution for additional thirty-six (36) month period.

2. Scope

2.1.Introduction:

A surveillance system is required to ensure effective surveillance of defined areas, as well as create a tamperproof record for post event analysis. The system shall provide an online display of video images on a video wall or large plasma monitors that are to be mounted in the security control room. The system should facilitate viewing of live and recorded images and the full administration of the system.

The system should provide inter-operability of hardware, software, networking, printing, database connectivity, reporting, and communication protocols. The system should integrate into the existing Departmental architecture and topology. Bidders will be afforded the option to evaluate the existing infrastructure and building layout to ensure compatibility or propose solution options.

Future system expansion should be seamless using of available off the shelf components without the need for customization of the proposed solution or impacting the warranties. Bidders are advised that equipment or solutions with better specifications shall be considered as new technologies and solutions may be available, that as a Department we may not be aware of.

2.2.Specifications of integrated surveillance security system

2.2.1. System Design and Architecture

The system should be programmed such that operator's intervention shall be minimal and the system should provide features like, pre-set positions and the ability to zoom into alarms. The NVR/s should allow for recording of events for both continuous and alarm triggered, customisable as per the user requirement. Recordings should be able to serve as legal evidence and support post event analysis.

2.2.2. General Specifications:

The Network Video Recorder shall offer both video/audio stream management and video/audio stream storage management. Recording frame rate & resolution in respect of individual channel shall be programmable. The objective is that the images should as near real time as possible, without any visible time delays in the footage. As such, the system should ensure that once recorded, the video cannot be altered, ensuring the audit trail is intact and can be used as a reputable evidence record that can be presented as evidence in a court of law.

The system shall provide sufficient storage for all the camera recordings for a minimum period of 30 days @ 25 FPS, using H.265/HEVC or AV1 compression techniques for all cameras. The solution should provide for a backup capability that can utilise the current Departmental backup framework. Recording to support real time recording (25 ft/s or better) but can be programmatically changed to support lower per channel rates to accommodate the Departmental requirements. In addition, any desired combination must be able to be programmatically set in the system. I.E., any camera can be recorded in any quality – Selective or Group of cameras must be available in the system.

The solution shall use a combination of IP enabled cameras that run on their own independent network. The video shall be compressed using MPEG-4 or better standard and streamed over the IP network to the NVR that should be securely housed in the control room. In NVR surveillance systems, common video compression standards include H.264 (AVC), H.265 (HEVC), and MJPEG. As

H.264 is widely used for its good balance of compression efficiency and video quality, while H.265 offers even better compression, especially for high-resolution footage so these are the preferred options.

The recording resolution and frame rate for each camera shall be user programmable. The area under surveillance shall be monitored and controlled from Central Control Room through workstations and Pan Tilt and Zoom (PTZ) controllers. The administrator should be able to create monitoring and recording sequencing for the various alarm conditions. It is envisaged that a private security network will be installed for this solution. This is to ensure that there is no network contention.

Power for all the equipment shall be UPS enabled with minimum 60 minutes or more back up. If any equipment operates on any voltage other than the national grid supply voltage and supply frequency, necessary conversion/correction device for supply shall be supplied along with the equipment. The cameras should be powered by power over ethernet (POE) capable devices.

All the control equipment e.g. servers, NVR/CAMERA SERVER, NAS/Raid backup device, decoders etc. shall be provided in standard racks. All the indoor cameras & control equipment shall be suitable for operation from 0° C to 40° C and relative humidity up to 80% non-condensing. Cameras and other equipment, meant for outdoor installations, shall be suitable to work from (-) 10° C to (+) 50° C with RH up to 90% non-condensing. This temperature range may be achieved with or without heater. All cameras should be IP66 rated.

2.2.3. System requirements

IP Cameras are to be used for image capture. Indoor cameras shall be either with fixed focal length lens or with Pan/Tilt & Zoom lens as per site requirement. All cameras shall be day/night cameras and be infra-red capable. Requirements for functionalities such as audio, smart motion detection, person counting, vandal resistance, colour night vision and heat mapping will be clarified during the site inspection.

Housing of all cameras must IP 66 or better rated to allow for operation during a sprinkler system activation. These must be integrated by the camera manufacturer. The solution is to provide a facility to watermark, or digitally certify records to ensure tamperproof recording so that these can be used as reputable evidence later, if so desired. Expansion of the solution beyond the originally planned capacity should be embedded in the solution enabling administration of the total solution from a common interface or consol.

The recording shall support audit trail feature. All camera recordings shall have the camera ID & location/area of recording as well as date/time stamp. Camera ID, Location/Area of recording & date/time shall be programmable by the system administrator with User ID & Password. The system must have a user administration facility and ensure the integrity of the solution. All cameras are to be secured to enable only authorised users to view footage. The service provider is to indicate how the system is secured against any unauthorised access including measures that may need to be taken on the existing infrastructure to safeguard the integrity of the entire solution. Supported codecs and compression formats are to be clearly indicated in the bidder's proposal. The NVRs must provide support for RTSP/ONVIF.

To optimize the memory, while recording, recordings / IP streams shall be compressed using common industry standards. Once on the network, video and audio can be reviewed on a control room workstation from the NVR/CAMERA server and shall be stored on a NAS/RAID storage device.

A long-term backup solution is to be provided enabling retrieval of historic events. Bidders are to indicate whether they can integrate to the existing Departmental backup system.

System shall provide facility of Viewing, Recording & Replay Simultaneously. The offered system shall have facility to export the desired portion of clipping (from a desired date/time to another desired date/time) to external media such as CD, DVD, USB, etc. Viewing of the exported recording shall be possible on standard workstations using standard software like windows media player etc. PTZ Cameras shall have 64 or more pre-defined positions and linked to applicable input alarms. Camera should have the ability to create alarm zones and play recorded sound clips in the event of a trip.

Redundancy/Fail-over feature is required i.e. in case of failure of an NVR/CAMERA SERVER whilst the relevant cameras shall automatically switch over to the redundant NVR/CAMERA SERVER. System shall have provision of WAN connectivity for remote monitoring.

2.2.4. System design:

Each camera should be connected to a media encoder which shall support minimum dual streams. The encoders should be capable of producing streams @ 25 fps for each camera for viewing via the network and on monitors and recording into the NVR/CAMERA SERVER and NAS box/Raid backup device. Audio-Video streams from individual cameras shall be recorded on respective NVR/Camera Server and subsequently, archived to NAS /RAID backup device. The system must enable capabilities to automatically over-write the old information after a programmable period with the latest image based on First in First Out (FIFO) principle.

Encoders shall be Power Over Ethernet (POE) compliant and connected to Layer 2 or Layer 3 switch as per system design using CAT 6a Cable. Where feasible fibre optic cable may be deployed however the use any existing fibre optic network infrastructure must be maximised to ensure a cost-effective solution. The Central Control Room workstations are to be supplied and maintained by the bidder along with all the required controllers for camera and system operations. For monitoring purposes, Video monitors/Plasma monitors/Video wall shall be setup with suitable mounting arrangements, as per user supplier requirements. Facility for viewing and controlling all the cameras at various other locations, as required, shall be provided. The bidder is required to provide "video walling capabilities" to avoid streams being limited to a single display.

Monitoring at Local control rooms may be restricted to operation during certain cameras only. The system administrator should be able to configure the system and user access accordingly. Provision should be made to accommodate multiple Control rooms / locations required in the proposed system.

There is a requirement for a Control System with Video Control Software to manage all the data being produced off all the surveillance devices. A dedicated appliance shall keep track of all configurations & events. This is to enable system administration & management of redundancies etc.

All the workstations in LAN should be capable of provisioning the software to view and control the Cameras, encoders and retrieve the recorded video images from the NVR/CAMERA SERVER/NAS/Raid backup device seamlessly. However, access is to be controlled via user profiles that are administered by the system admin function.

A site visit will be arranged to enable bidders to gain insight into the areas that need to be monitored. This will be finalised during the compulsory tender briefing. Based on our initial investigation the number of devices has been estimated and is detailed in the attached spreadsheet containing the baseline Bill of Materials which should be used by bidders in compiling the cost estimation.

2.3.Video Surveillance Application Software

The software shall operate on open architecture standards. Digital video (image & audio) surveillance control software should be capable to display and manage the entire surveillance system. It should be capable of supporting variety of devices such as cameras, video encoders, video decoders, PTZ controller, NVR, NAS boxes/Raid backup device etc.

The software should have inbuilt facility to store configuration of encoders / decoders and cameras. The software should support flexible multi-screen displays mode or scroll mode on the monitor or on preview monitor as per site requirement. The software should be able to control all cameras i.e. PTZ control, Iris control, auto / manual focus, and colour balance of camera, Selection of pre-sets, Video tour selection etc.

Special considerations:

- i. ***Access to all devices must be password protected.***
- ii. The software is required to generate reports of stored device configuration. The control software is required to provide alarm and alarm logging. The log shall be able to be archived, printed and displayed using a device filter, a device group filter and/or a time window.
- iii. The software should have user access authority configurable on per device and per device group basis. The user shall have the facility to request access to any camera and can control the camera for a set period. Control of camera is released upon period expiration.
- iv. The system shall provide User activity log (audit trail) with user id, time stamp, and action performed.
- v. The administrator should be able to add, edit & disable users and amend user rights.
- vi. The system should be able to export all user permissions to enable auditing.
- vii. The users should be on a hierarchical basis as assigned by the administrator. The higher priority person can take control of cameras, which are already being controlled by a lower priority user. There should be minimum 3 hierarchical levels of security.
- viii. It should have recording modes viz. continuous, manual, or programmed modes on date, time by device or device group. Modes should be disabled and enabled using scheduled configuration. It should also be possible to search and replay the recorded images via alarm event, date, time and or device group.
- ix. It should provide onscreen controls for remote operation of PTZ cameras.
- x. Different recording speeds (fps) and resolution for each recording mode for each camera should be possible.
- xi. It should provide programmable alarm detection and recording per device. The objective is to support camera AI algorithms that are able to detect and track objects, learn the scene, adapt to a changing outdoor environment whilst being to ignore environmental changes including rain, hail, wind, swaying trees and gradual light changes. The settings shall be individually configurable for each alarm per device. This allows the Camera Server to save a captured video prior to the alarm/event, as well as after the alarm/event. Capability to

- link the actions that are triggered (ie recording time periods and devices, playing of sound clip, etc) to alarm events must be provided.
- xii. The software for clients should be browser based to enable remote users. This is to allow only authorized users to access their assigned system capabilities from any network linked device.
 - xiii. The surveillance application should allow retrieval of data instantaneously or based on any date / time interval chosen through search functionality of the application software. In case of archived data, the retrieval should be possible. The system should also allow for backup / restore of specific data on any drives like CD/DVD/Blu ray Recorders or any other device in a format which can be replayed through a standard PC based software. Log of any such activity should be maintained by the system which can be audited at a later date.
 - xiv. Mapping: The application should allow the creation of a visual display of the landscape indicating the camera locations and field of view.
 - xv. Storage: Current data storage should be at a central location with backup to a remote location. The capacity of the on-line storage should contain a minimum of 30 days of recording of all cameras. The system should follow FIFO on recording.

2.4.Camera specification

Cameras are to be vandal-resistant 4-megapixel high- definition colour IP network capable with some form of nocturnal capability such as Infra-Red. Bidders are to provide for Dome; Bullet, PTZ in both fixed and varifocal configurations. The type of lens and nocturnal capability depends on the location of the camera. Bidders are expected to provide a full design in their proposals and provide specifics on how the entire system is protected against unauthorised access such as hacking.

- Video Output: Network IP / RJ-45 Network Connection, ONVIF Protocol Compliant
- Video Format: H.264, H.265, MJPEG
- Supported Resolutions: 3 MP: 2048 x 1536; 2 MP: 1600 x 1200; 1.3 MP: 1280 x 1024; 720p HD: 1280 x 720

Nocturnal capability: to be included.

- Video Frame Rate: 30 FPS at 2048X1536
- Weatherproof: Yes. IP66 or IP67 Housing for both Indoor / Outdoor Installation
- Lens: Depends on location
- Audio: Built-in Mic, 1ch audio input
- Installation: Ceiling or Wall Mount depending on location.
- Junction Box: to be included.
- Power: 12V DC Power supply or PoE (Power over Ethernet)
- Image Control: Digital Wide Dynamic Range Function, 3D DNR (Digital Noise Reduction)
- PTZ: depending on location

Generic camera capabilities (Minimum recommendations)

| | |
|-------------------------|--|
| Min. Illumination | Colour: 0.05Lux@F1.6 , AGC ON; B/W: 0.01Lux@F1.6 , AGC ON; 0 Lux with IR |
| White Balance | Auto / Manual /ATW/Indoor/Outdoor/Daylight lamp/Sodium lamp |
| AGC | Auto / Manual |
| S / N Ratio | ≥ 50dB |
| Digital Noise Reduction | 3D DNR |
| Backlight compensation | BLC |
| Wide Dynamic Range | 128X Digital WDR |
| Shutter Speed | 1 ~ 1/10,000s |
| Day & Night | Based on a Cut Filter such as IR |
| Focus Mode | Auto / Semiautomatic / Manual |

2.5.Workstation

The bidder is to ensure that the workstations provided are supported and have been optimised for the required solution performance. These devices will be dedicated to the surveillance solution. All software and licensing for three years is to be included in the costing.

3. Bill of materials

The exact details may vary based on the solution that is provided by the bidders- However, a Bill of materials has been submitted based on our evaluation of the requirements. Bidders are expected to provide these as a minimum so that evaluation can be fair and equitable. As these may change based on the solution proposed bidders are to substantiate any changes. The full requirement is further detailed in the Technical Specification section. Based on our initial investigation the number of devices has been estimated and is detailed in the Bill of materials which should be used by bidders in compiling the cost estimation

| Item Description | Quantity |
|---|--------------------|
| 1. Cameras | |
| IP Dome 2MP 1.0 30m 2.8mm IP67 | 270 |
| 2.8 4MP IP bullet cameras 30m IR | 16 |
| IP PTZ 4MP Smart feature IR 400m 25x OZ IP66 | 4 |
| IP PTZ Keyboard Controller | 2 |
| 2. Video Wall Display | |
| LED Monitor 55" (1366x768) VGA, HDMI, USB and AV input | 6 |
| 3. Recording Servers | |
| NVR 824 -25 R (see detailed specifications) | 1 |
| 10 TB HDD Surveillance Storage (NAS) | 24 |
| 4. Networking | |
| CAT 6E Cable (based on 30m per camera) | 9 000 m |
| POE 48 port Switches | 7 |
| 5. Workstation | |
| Workstation with peripherals | 2 |
| LED Monitor 32" (1366x768) VGA, HDMI, USB and AV input (Curved) | 2 |
| 6. UPS to provide supply for a period of 1 hr minimum | |
| UPS to drive switches | 7 |
| UPS to drive control room | 1 |
| 7. Installation and Housing | |
| Labour | Bidder to indicate |
| Racks | 1 |
| Cabinets | 7 |
| 8. Maintenance Contract | |
| 36 Month of Maintenance and Support contract | 36 Months |

SECTION B: GENERAL REQUIREMENTS

B. LEGISLATIVE FRAMEWORK OF THE BID

1. TAX LEGISLATION

Bidder(s) must be compliant when submitting a proposal to Department of Employment and Labour and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.

It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.

Bidders are required to be registered on the Central Supplier Database, and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database, and their tax compliance status will be verified through the Central Supplier Database.

2. PROCUREMENT LEGISLATION

Department of Employment and Labour has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000).

3. TECHNICAL LEGISLATION AND/OR STANDARDS

Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services.

2 Department Employment and Labour Acts; Rules and Regulations

Bidder(s) should be compliant to all Department of Employment and Labour Acts, Rules and Regulation. Bidders(s) should remain complaint throughout the contract, in relation to Phase 4 of the Evaluation and Selection Criteria.

4. PROTECTION OF PERSONAL INFORMATION ACT

The successful bidder shall comply with the provisions of all Data Protection Legislation, that apply in relation to any Personal Information Processed in connection with this Agreement, and

render such assistance and co-operation as is reasonably necessary or reasonably requested by the other Party, including, but not limited to, the provision of information regarding the existence, applicability and extent of application of Data Protection Laws to Personal Information and Promotion of Access to Information Act 2000 (Act 2 Of 2001)

5. COMPULSORY BRIEFING SESSION

A Compulsory briefing and clarification session will be held on MS Teams platform where the Department of Employment and Labour Head Office will clarify to bidder(s) the scope and extent of work to be executed.

It is highly recommended that bidders must attend the briefing session as proposals of bidders who did not attend the briefing session will not be considered.

6. TIMELINE OF THE BID PROCESS

The timeline of the bid process is envisaged to be executed within the 90-day validity timeframe, but these indicated timelines may be amended, if necessary, but ensuring that all prospective bidders who attended the compulsory briefing session will be informed.

7. SUBMISSION OF PROPOSALS

Bid documents are to be submitted through eSubmission on the National treasury Tenders portal.

The period of validity of tender and the withdrawal of offers, after the closing date and time is 90 days. The project timeframes of this bid are set out below:

All dates and times in this bid are South African standard time.

| Activity | Due Date |
|---|-----------------------------------|
| Compulsory briefing and clarification session | 04 March 2026 – MS Teams Platform |
| Bid closing date and time | 24 March 2026 – 11:00 |

IMPORTANT NOTE:

Any time or date in this bid is subject to change at Department of Employment and Labour's discretion. The establishment of a time or date in this bid does not create an obligation on the part of Department of Employment and Labour to take any action or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if Department of Employment and Labour extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

8. LATE BIDS

Bids received after the closing date and time, will not be accepted for consideration.

9. CONTACT AND COMMUNICATION

- i. A nominated official of the bidder(s) can make enquiries in writing, to the specified Central e-mail: HQtenders@labour.gov.za, Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.
- ii. The delegated office of Department of Employment and Labour may communicate with Bidder(s) where clarity is sought in the bid proposal.
- iii. Any communication to an official or a person acting in an advisory capacity for Department of Employment and Labour in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- iv. All communication between the Bidder(s) and Department of Employment and Labour must be done in writing.
- v. Whilst all due care has been taken in connection with the preparation of this bid, Department of Employment and Labour makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. Department of Employment and Labour, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.
- vi. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by Department of Employment and Labour (other than minor clerical matters), the Bidder(s) must promptly notify Department of Employment and Labour in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Department of Employment and Labour an opportunity to consider what corrective action is necessary (if any).
- vii. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by Department of Employment and Labour will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- viii. All persons (including Bidder(s) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

10. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

11. FRONTING

Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.

The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting

indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies Department of Employment and Labour may have against the Bidder / contractor concerned.

12. SUPPLIER DUE DILIGENCE

Department of Employment and Labour reserves the right to conduct supplier due diligence prior to final award. This include but not limited to compliance to UIF, CF and any other Departmental regulations related to this Bid. Should the shortlisted bidder be found not be compliant with the Regulations, the department may regard the bid as non-responsive. Furthermore, the successful bidder must remain compliant for the duration of the contract period or the contract may be terminated.

13. DURATION OF THE CONTRACT /MAINTENANCE AGREEMENT

The successful bidder will be appointed for a period of 36 (thirty-six) months, INCLUSIVE of a turnkey solution.

14. EVALUATION AND SELECTION CRITERIA

Department of Employment and Labour has set minimum standards (Phases) that a bidder needs to meet, to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

| Phase | Description | Applicable |
|---------|--|------------|
| Phase 1 | SCM Administrative Requirements | YES |
| Phase 2 | Technical Mandatory Requirements | YES |
| Phase 3 | Evaluation on Functionality | YES |
| Phase 4 | Demonstration/Presentation | YES |
| Phase 5 | Evaluation on Price and Specific goals | YES |

The bidder must qualify for each phase to be eligible to proceed to the next stage of the evaluation.

Submission of bid response:

Bid documents are to be submitted through eSubmission on the National treasury Tenders portal.

14.1. Phase 1: SCM Administrative requirements

If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if Department of Employment and Labour is unable to verify whether the pre-qualification requirements are met, then Department of Employment and Labour reserves the right to –

- Reject the bid and not evaluate it, or
 - Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.
- ✓ The Service providers must be registered with the Central Supplier Database. Service providers are required to provide the Department with the MAAA... number
 - ✓ **Attendance at compulsory briefing session:** All bidders are required to sign the briefing session attendance register using the same information (bidder company name, bidder representative person name and contact details) as submitted in the bidder's response document.
 - ✓ The total Bidding price must be written correctly and in full on all required SBD forms as well as the proposal/quotation **which should be submitted in a separate folder.**
 - ✓ Completed and Signed Standard Bidding Documents (SBD forms)
 - ✓ Certified ID copies of Company Members and Shareholders, at the point of submission.
 - ✓ A resolution of the Board of Directors for authority of signatory with the ID number of the appointee must be submitted with the bid.
 - ✓ No late bids shall be accepted.
 - ✓ Please note that any enquiries must be directed via e-mail and will only be responded to at the compulsory briefing session. After the briefing session, queries will only be submitted via e-mail and responses will also be via email and copied to all other bidders. The department will not take queries 5 days before the closing date.
 - ✓ Any proposals received in response to this bid remain the property of the Department of Employment and Labour.
 - ✓ Bids should be held valid for a period of 90 days.

14.2. Phase 2: Technical Mandatory requirements

IMPORTANT NOTE: The bidder must comply with ALL the requirements by providing substantiating evidence in the form of documentation or information, failing which will be regarded as "NON-COMPLY".

- a. The bidder **must provide a unique reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, the Department reserves the right to treat substantiation evidence that cannot be in the bid response as "NOT COMPLY".
- b. The bidder **must complete the declaration of compliance** as per section 14.2.1.1 below by marking with an "X" either "COMPLY", or "NOT COMPLY" with ALL the technical mandatory requirements, failing which will be regarded as "NOT COMPLY".
- c. The bidder must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS for the bid to proceed to the next stage of the evaluation.

14.2.1. Declaration of compliance

The bidder declares by indicating with an "X" in either the "COMPLY" or "NOT COMPLY" column that

- ✓ The bid complies with every TECHNICAL MANDATORY REQUIREMENT as specified in SECTION 14.2.1.1; AND
- ✓ Every requirement specification is substantiated by evidence as proof of compliance.

| 14.2.1.1. Declaration of Compliance | | COMPLY | |
|-------------------------------------|--|--------|----|
| | TECHNICAL MANDATORY REQUIREMENTS | Yes | No |
| | Bidders must attach a full Bill of Materials with costing per item | | |
| | Certification with relevant regulatory board/body - Registration and Letter of good standing with PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY (PSIRA) – for the company and the Directors | | |
| | Certification with relevant regulatory board/body - Registration with SOUTH AFRICAN INTRUDER DETECTION SERVICES ASSOCIATION (SAIDSA) | | |
| | Support and Maintenance: NB: Bidders must submit a declaration as per the following wording on their letterhead and signed off by a person of authority: <i>"A Turnkey solution is offered where the service provider will be required to honour all warranties and support. Service provider shall provide support, repairs, and maintenance (corrective, preventative,) for the entire contract period."</i> | | |

14.2.1.2. Technical Mandatory Requirements

| | | COMPLY | |
|--|----------------------------------|--------|----|
| | TECHNICAL MANDATORY REQUIREMENTS | Yes | No |
| | NVR Specifications met | | |
| | Camera specifications met | | |
| | UPS enabled for 60Min | | |
| | Video Wall capability | | |
| | Workstation spec met | | |
| | Software capabilities met | | |
| | Special Considerations met | | |

Note:

Bidders are to reference compliance to the requirements as detailed in Section 2 Scope.

14.3. Phase 3: Evaluation on functionality

All bidders are required to respond to the technical evaluation criteria scorecard and compliance checklist.

Only Bidders that have met the Pre-Qualification Criteria in (Phase 1) and Mandatory requirements (Phase 2) will be evaluated for Functionality (Phase 3) will be evaluated as follows:

Bidders will be evaluated out of 100 points and are required to achieve minimum threshold of 70 points to progress to the demonstration phase.

| No. | CRITERIA | Score |
|-----|---|-------|
| 1 | <p>DELIVERY OF EQUIPMENT WITHIN FOUR (04) WEEKS</p> <p>Bidders must clearly demonstrate how they will achieve the delivery of the surveillance equipment (Delivery Plan).</p> <ul style="list-style-type: none">• No information provided; or information provided not relevant; or the delivery plan indicates that delivery will take more than four (4) weeks or more – (0 points).• The delivery period indicated on the delivery plan indicates that delivery will be four (04) weeks and the approach that will be followed to achieve the delivery period is clearly defined – (10 points). *Please see footnote• The delivery period indicated on the delivery plan indicates that delivery will be three (03) weeks, <u>but less than four (04) weeks</u>, and the approach that will be followed to achieve this delivery period is clearly defined – (15 points). *Please see footnote• The delivery period indicated on the delivery plan indicates that delivery will be two (02) weeks or less and the approach that will be followed to achieve the delivery period is clearly defined – (20 points). *Please see footnote <p>*In each of the above scenarios, if NO clearly defined plan is included, it will be minus 5 of the total points as indicated.</p> | 20 |
| 2 | <p>INSTALLATION OF EQUIPMENT WITHIN FOUR (04) WEEKS</p> <p>Bidders must clearly demonstrate how they will achieve the installation of the surveillance solution within four (04) weeks (Installation Plan).</p> <ul style="list-style-type: none">• No information provided; or information provided not relevant; or the delivery plan indicates that delivery will take more than four weeks– (0 points).• The installation period indicated indicates that installation will be four (04) weeks and the approach that will be followed to achieve the installation period is clearly defined – (10 points). *Please see footnote | 20 |

| | | |
|---|---|----|
| | <ul style="list-style-type: none"> The installation period indicated on the Installation plan indicates that installation will be four (03) weeks, <u>but less than four (04) weeks</u>, and the approach that will be followed to achieve the installation period is clearly defined – (15 points). *Please see footnote. The installation period indicated on the Installation plan indicates that installation will be four (02) weeks, <u>but less than four (03) weeks</u>, and the approach that will be followed to achieve the installation period is clearly defined – (20 points). *Please see footnote. <p>*In each of the above scenarios, if NO clearly defined plan is included, it will be minus 5 of the total points as indicated.</p> | |
| 3 | <p>RELEVANT EXPERIENCE ON SECURITY SYSTEMS (CONTACTABLE REFERENCES)</p> <p>Experience will be assessed based on:</p> <p>Relevant years of experience, value of completed projects and number of projects, supported by stamped, signed proof of reference/testimonial from entities where service was rendered. This must be provided on the company letterhead, and the reference must not be older than 12 months.</p> <p>References supplied of installations done of 50 cameras per tender or more within the last 5 years.</p> <ul style="list-style-type: none"> Five or more references with a minimum value of R10 million project, and experience of five years & above – 15 points 3 - 5 references with a minimum value of R5 million completed project, and experience of 3-5 years above – 10 points 1-3 references with a minimum value of R3 million project, and experience of 1 - 3 year – 5 points <p>*Important Note: If one of the references is a government institution, an additional 5 points will be awarded.</p> | 20 |
| 4 | <p>TRAINING AND SUPPORT</p> <p>Training plan detailing how training will be done, skills transfer and support for the users.</p> <ul style="list-style-type: none"> Registered Training plan with quality standards recognised by SAQA (20) Training with registered institution and the relevant SETA (10) Training with certification of attendance (5) | 20 |
| 5 | <p>Financial Management (Bank Grading Certificate)</p> <ul style="list-style-type: none"> Grade A (20) | 20 |

| | | |
|--|--|-----|
| | <ul style="list-style-type: none"> • Grade B (15) • Grade C (10) • Grade D (05) | |
| | Total | 100 |

14.4. Phase 4: Demonstration/presentation

Shortlisted bidders who have scored 70 or more points will be required to prepare a demonstration/presentation on the system capability and delivery plan as outline on the purpose the system. It should be clearly demonstrated that the solution meets all the criteria as defined in the technical specification. Bidders will be required to demonstrate this during the presentation. The following items must be clearly addressed:

| NO | SYSTEM DEMONSTRATION | Yes | No |
|----|---|-----|----|
| 1. | System administrator rights and programming of users' rights categories customised to the Departmental requirements | | |
| 2. | System ability to facilitate viewing of live and recorded images | | |
| 3. | System capability to provide inter-operability of hardware, software, networking, printing, database connectivity, reporting, and communication protocols. | | |
| 4. | Capability for System to be expanded using off-the-shelf available hardware without the need for customization to the exiting solution or impacting the warranties. | | |
| 5. | Recording frame rate & resolution in respect of individual channel must be programmable. | | |
| 6. | Bidder to demonstrate how will they provide support, repairs, and maintenance (corrective, preventative,) for the entire contract period. | | |
| 7. | Skills Transfer and Training Bidders to demonstrate their plan detailed skills transfer and training plan | | |

NB Bidders who fail to meet all criteria above as (Yes) will be disqualified from further evaluation

14.5. Phase 5 Evaluation

14.5.1. Price (80 points)

14.5.2. Specific goals (20 Points)

| Goals | Points |
|---|--------|
| <i>i. Historically disadvantage individuals:</i> Ten (10) points will be calculated to 100% ownership by HDI's | 10 |
| <i>ii. Percentage owned by Women</i> points be equal to 100% ownership (Points Will be calculated and allocated based on the % of ownership to the company) | 5 |
| <i>iii. South African Company</i> 5 points will be allocated to a company that is 100% owned by South African citizens and not a subsidiary of a foreign owned company | 5 |

15. Joint Ventures, Consortiums and Trusts

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. Department of Employment and Labour will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

16. GENERAL CONDITIONS OF CONTRACT

Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

- a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which Department of Employment and Labour is prepared to enter a contract with the successful bidder (s).
- b. The bidder submitting the General Conditions of Contract to Department of Employment and Labour together with its bid, duly signed by an authorised representative of the bidder.
- c. In the event where there are Special Conditions of Contract (SCC) that contradict the GCC, those Special Conditions will supersede the GCC.

17. LEGAL REQUIREMENTS OF THE CONTRACT

- a. Bidder/s must comply with basic Labour Relations Act/s, E.g. OHS, Basic Conditions of Employment Act (BCEA), Minimum Wage, UIF and COIDA.
- b. The Department will conduct an IES Inspection to ensure compliance with all the labour laws including Security Screening.
- c. The Department also reserves the right to cancel an award should the service provider be found to be non-compliant on Security Screening and other Labour laws.

18. CONTRACT PRICE

The contract price must be fixed for the duration of the contract for a period of 36 months, inclusive of the turnkey solution.

19. SERVICE LEVEL AGREEMENT

Upon award Department of Employment and Labour and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by Department of Employment and Labour, in the format of the draft Service Level Indicators included in this tender pack. which shall contain the following items, but not limited to:

- a. Maintenance work on systems as per schedule requirements
- b. Call out when required
- c. Replacement of items that are repairable

Department of Employment and Labour reserves the right to vary the proposed draft Service Level Indicators during negotiations with a bidder by amending or adding thereto.

20. SPECIAL CONDITIONS OF THIS BID

Department of Employment and Labour reserves the right:

- i. To negotiate with one or more prospective bidder(s) identified in the evaluation process, regarding any terms and conditions, including price.
- ii. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- iii. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- iv. To cancel and/or terminate the tender process at any stage, including after the closing date and/or after presentations have been made, and/or after tenders have been evaluated.
- v. Award to multiple bidders based either on size or geographic considerations.
- vi. Skills Transfer and Training: Detailed training for operation of the installed security products to be provided to at least 10 security personnel.

21. BIDDER(S) ARE REQUIRED TO DECLARE

In the Bidder's Technical response, Bidder(s) are required to declare the following:

Confirm that the bidder(s) is to: –

- i. Act honestly, fairly, and with due skill, care and diligence, in the interests of Department of Employment and Labour;
- ii. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- iii. Act with circumspection and treat Department of Employment and Labour fairly in a situation of conflicting interests;
- iv. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- v. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with Department of Employment and Labour;
- vi. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- vii. To conduct their business activities with transparency and consistently uphold the interests and needs of Department of Employment and Labour as a client before any other consideration; and
- viii. To ensure that any information acquired by the bidder(s) from Department of Employment and Labour will not be used or disclosed unless the written consent of the client has been obtained to do so.

22. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

Department of Employment and Labour reserves its right to disqualify any bidder who either itself or any of whose member's directors or members of senior management, whether in respect of

Department of Employment and Labour or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- i. Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- ii. Seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- iii. Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of Department of Employment and Labour's officers, directors, employees, advisors or other representatives;
- iv. Makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- v. Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- vi. Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- vii. Has in the past engaged in any matter referred to above; or
- viii. Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

23. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that Department of Employment and Labour relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by Department of Employment and Labour against the bidder notwithstanding the conclusion of the Service Level Agreement between Department of Employment and Labour and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

24. PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing Department of Employment and Labour, its employees or

agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

25. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, Department of Employment and Labour incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds Department of Employment and Labour harmless from any and all such costs which Department of Employment and Labour may incur and for any damages or losses Department of Employment and Labour may suffer.

26. PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

27. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. Department of Employment and Labour shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

28. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. Department of Employment and Labour reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to Department of Employment and Labour, or whose verification against the Central Supplier Database (CSD) proves non-compliant. Department of Employment and Labour further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

29. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Department of Employment and Labour reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

30. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

31. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid.

In the event that Department of Employment and Labour allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and Department of Employment and Labour will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

32. CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with Department of Employment and Labour's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by Department of Employment and Labour remain proprietary to Department of Employment and Labour and must be promptly returned to Department of Employment and Labour upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure Department of Employment and Labour's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

33. DEPARTMENT OF EMPLOYMENT AND LABOUR PROPRIETARY INFORMATION

Bidders will on their bid cover letter make declaration that they did not have access to any Department of Employment and Labour proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s)

34. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid, the Department of Employment and Labour may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.



DIRECTOR: SECURITY SERVICES

DATE: 20/11/2025