

Extraordinary
GOVERNMENT
TENDER
BULLETIN

PRETORIA
11 November 2002
NO. 2133

**TO KNOW WHAT TENDERS ARE CURRENTLY ADVERTISED BY THE
OFFICE OF THE STATE TENDER BOARD, PLEASE DIAL THE
FOLLOWING HOTLINE NO: 082 234 2000**

REPUBLIC OF SOUTH AFRICA



INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA

TENDER NUMBER XX- XXXX

TENDER FOR

UPGRADE OF MOBILE SPECIAL DIRECTION FINDING VEHICLES

Completed tenders should be deposited in the tender box at:
ICASA, Block B, Pin Mill Farm
164 Katherine Street
Sandton, Gauteng Province.
by no later than 12h00 on 10th January 2003.

Any enquiries in this regard can be forwarded to Mr. Dirk Burger -
Tel: (+27 11) 321 8520
Fax: (+27 11) 321 8578
E-mail: dburger@icasa.org.za

ANNEXURE A: CONTRACTOR CONFIDENTIALITY AGREEMENT

ANNEXURE B: TENDER FORM

ANNEXURE C: DECLARATION OF INTEREST

SPECIAL DIRECTION FINDING VEHICLES

1 OVERVIEW

- 1.1 The INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA (ICASA), Radio Monitoring & Regions department is presently in the process of upgrading the existing two Special Radio Monitoring DF vehicles. The vehicles are currently fitted with DF and support systems that need to be upgraded in accordance with specifications:
- 1.1.1 Software Functional Specification, Issue 2.0, dated 5 November 1997.
 - 1.1.2 GIS Overview Specification, Issue 1.0, dated 9 April 2002.
 - 1.1.3 DF vehicle upgrade overview specification, Issue 1.0, dated 9 April 2002.
 - 1.1.4 Specifications are attached.

2 SCOPE

- 2.1 **This tender addresses the upgrade of a mobile DF system consisting of Thompson-CSF DF unit with associated controller, general control computer, GIS and automation software. The GIS software will be supplied and integrated with the automation software. The automation software will be upgraded to fulfil all the requirements. Other sub-systems of the vehicle will not be upgraded.**

3 GENERAL CONDITIONS OF TENDER

- 3.1 The bidder must complete all forms contained in this specification in their entirety. Failure to comply can invalidate the bidder proposal.
- 3.2 The tender must be a single tender.
- 3.3 Tenders must be valid for a period of 60 (sixty) days.
- 3.4 Tender documents must be supplied in duplicate (hardcopy) and electronic copy (MS-Word) and must include full technical specifications and manuals where applicable.
- 3.5 Notwithstanding any possible shortcomings in the specifications, bidders must ensure that the solution offered will form a complete and efficient system.
- 3.6 Requests by ICASA for any additional information to be supplied by the bidders must be submitted within 7 (seven) days of such request being made. Failure to comply may invalidate the tender.
- 3.7 All costs must be itemised and must be compatible with the payment schedule and furthermore comply with the conditions of section 5. Supplying a single price only will disqualify a tender.
- 3.8 All equipment supplied by the bidder must be fully guaranteed and maintained at no cost to ICASA for a minimum period of 12 (twelve) months from date of final acceptance by ICASA. During the guarantee period any fault must be rectified within 3 days of submitting a call.
- 3.9 All hardware tendered for must be commercially available at of the closing date of the tender. Items in Beta phase of development or testing are not considered to be commercially available.
- 3.10 Proper tenders for the items specified shall be submitted. Supplier's price lists will not be considered for acceptance.
- 3.11 Payment for items delivered will be done in accordance with the payment schedule as set out in clause 1 of General Conditions.
- 3.12 Ownership of the equipment that has been delivered will only pass to ICASA after it has been officially accepted. For that reason the bidder must, at his own expense, make arrangements for the necessary insurance of the equipment until such date as it has been finally accepted.
- 3.13 ICASA reserves the right to cancel the tender should no acceptable proposals be received.
- 3.14 Any costs resulting from the preparation of the proposal shall be for the bidder's account.

1 TENDER PRICES

- 1.1 All costs that are payable by ICASA must be specified in detail by the bidder.
- 1.2 All credits as a result of buy backs or trade-in of existing equipment where applicable, to be specified in detail by the bidder.
- 1.3 All prices and other costs quoted for in this tender, subject to specific conditions, must be fixed and valid for a period of sixty days from date of submission.
- 1.4 All prices must include VAT at the current rate.
- 1.5 All prices must be quoted in SA Rands and bidders must indicate whether the prices are linked to any foreign currency and at what rate of exchange. Bidders must also indicate the amount to be remitted overseas. Bidders must use the official exchange rate valid at the closing date of the tender where prices are subject to exchange rate fluctuations.
- 1.6 Amounts to be remitted overseas shall be subject to specific rules as will be specified by the financial department of ICASA.

2 TENDER EVALUATION CRITERIA

- 2.1 The criteria for evaluation of the proposals will assist ICASA in making a fair evaluation of offers, while at the same time implementing Section 2, objectives of the Telecommunications Act. ICASA reserves the right to reject any or all offers.

2.2 Non-Commercial Criteria:

Conformance to technical requirements	50%
Offers by Historically Disadvantaged Individuals, women or companies owned by such or use as subcontractors of companies owned by such	30%
Clear understanding of the overall project and planning requirements as shown by the bidder description in their proposal, with no exceptions taken by bidder.	20%

2.3 Commercial Criteria:

ICASA will select the lowest evaluated cost offer that meets all non-commercial criteria. For reasons of fair competition in the market place and the quality of the tender, the ICASA Council reserves the right not to award the tender strictly in accordance with the highest score on non-commercial criteria.

3 GENERAL TENDER INFORMATION

- 3.15 Bidders must tender in accordance with a statement of work with appropriate time scales in sufficient detail in order to enable ICASA to make a good assessment of the solution tendered.
- 3.16 Bidders must indicate compliance or non-compliance on a paragraph by paragraph basis on the GENERAL CONDITIONS of tender as well as the TECHNICAL SPECIFICATIONS. Should the bidder fail to indicate this compliance, ICASA will assume that the bidder is not in compliance with the specifications.
- 3.17 This tender and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the tender. Bidders shall undertake to limit the number of copies of this document and to destroy them, in the event of their failure to secure the contract.
- 3.18 Bidders shall complete all the necessary tender forms and undertakings which accompany this tender. For any further details concerning this tender please contact Dirk Burger at dburger@icasa.org.za;

Tel: (+27 11) 321 8520

Fax: (+27 11) 321 8578

4 STATEMENT OF WORK

4.3 See paragraph 2 of the vehicle overview specification.

5 PAYMENT TERMS

5.3 Payment by ICASA will be made strictly as follows:

5.4 An advance payment of 30% against the necessary bank guarantee.

5.5 After delivery and installation of the hardware, inclusive of all items supplied by the bidder, a test demonstration of the full system by the bidder, an amount of 50% of the total cost will be paid.

5.6 A further 10% of the total cost will be paid after full commissioning of the system, as well as an agreed field test programme, and that a representative of ICASA has issued a certificate of conformance.

5.7 The final 10% of the total cost will be payable after 3 (three) months of trouble free operation of the system, after full acceptance and on certification by a representative of ICASA.

6 PRE-TENDER VEHICLE INSPECTIONS

6.3 **A bidders' meeting and vehicle will be held on 21st November 2002, at ICASA premises. The meeting will start at 10:00 hrs at ICASA's, Pinmill Farm, Block A, Katherine Street, Sandton. The vehicle inspection will take place immediately afterwards. Prospective bidders are requested to confirm their attendance at these two events. It is expected that the bidders on their own if required will do visits to the other sites. ICASA personnel will be available.**

6.4 **Please note that all the bidder's travel and accommodation arrangements as well as the costs associated therewith will be the responsibility of the bidder.**

7 TENDER SPECIFIC REQUIREMENTS

7.3 All work covered in the tender (including final testing and commissioning) must preferably be completed within four (4) not longer than six (6) months of award of tender.

7.4 The bidder shall submit a detailed project plan for the installation and commissioning phase of the project.

7.5 The bidder to make use of existing mounting assemblies wherever possible.

7.6 ICASA will endeavour wherever possible to supply the relevant information pertaining to the system. Should ICASA not be in a position to supply the relevant information, the onus shall be on the bidder to obtain the necessary information.

7.7 The contractor to guarantee all work and materials for a period of one year after acceptance by ICASA.

7.8 ICASA reserves the right to inspect at any time the work done or in progress for the duration of the contract.

8 DELIVERY AND ACCEPTANCE

8.3 Acceptance Test Procedures must be developed beforehand by the successful bidder and delivered to ICASA for approval.

8.4 ICASA reserves the right to inspect any test procedures and/or ask for any test demonstration. All testing will be done in strict accordance with accepted testing procedures. The successful bidder will be responsible for supplying their own equipment for testing of the hardware if necessary.

8.5 Final commissioning and acceptance: Testing must be done after installation of all hardware. Testing shall be done on subsystems as well as for the complete system. The final system will be demonstrated to ICASA representatives. Full field tests will be performed in conjunction with ICASA staff. Final acceptance will include commissioning and will be done in accordance with the developed test procedures and representatives of ICASA and the contractor will sign all acceptance forms.

ANNEXURES**ANNEXURE A**

**INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA
ICASA**

CONTRACTOR CONFIDENTIALITY AGREEMENT

Between:

I. THE INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA

(Hereinafter referred to as ICASA)

Represented by _____ who warrants that he is duly authorised to conclude this agreement.

And _____

(Hereinafter referred to as "The Contractor")

WHEREAS ICASA is empowered in terms of the Telecommunications Act, 1996 to enter into contracts in the performance of its responsibilities; and

WHEREAS ICASA has appointed _____ as a Contractor to provide certain goods and services to ICASA, as contemplated in the Telecommunications Act; and

WHEREAS both ICASA and the Contractor agree that all information obtained by the Contractor in the course of the provision of the said goods and services remains confidential.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.
 - (a) *The Contractor shall take all reasonable steps to minimise the risk of disclosure of confidential information, by ensuring that only its directors, delegates or employees whose duties will require them to possess any of such information shall have access thereto and that they shall be instructed to treat the same as confidential.*
 - (b) *The foregoing shall not be applicable to the Contractor with respect to disclosures made as required by law or enforceable legal process or by the rules of any regulatory authority having jurisdiction.*
2. *Unless otherwise agreed to in writing by ICASA, the Contractor shall not issue or make any public announcement or statement, whether written or oral, under circumstances where it could reasonably be expected that such statement would be published in any media, or any other disclosure to any third party regarding the goods and services, including, without limitation, any reference to its specifications, terms and conditions, unless required by law or enforceable legal process or any regulatory authority having jurisdiction over the Contractor in the Republic of South Africa,*
3. *The Contractor shall not at anytime be relieved of its obligation to maintain confidentiality of information unless and until it is so relieved by ICASA in writing.*

SIGNED AT _____ ON THIS _____ DAY OF
 _____ 2001

AS WITNESSES:

1.....
 2.....

**ON BEHALF OF ICASA
 CAPACITY:**

SIGNED AT _____ ON THIS _____ DAY OF
 _____ 2001

AS WITNESSES:

1.....
 2.....

**ON BEHALF OF CONTRACTOR
 CAPACITY:**

ANNEXURE B

II. TENDER FORM

I/We hereby tender 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 INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA (ICASA) on the terms and conditions and in accordance with the specifications stipulated in the tender documents (and which shall be taken as part of, and incorporated into, this tender) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

I/We agree that:-

- (a) the offer herein shall remain binding upon me/us and open for acceptance by ICASA during the validity period indicated and calculated from the closing time of the tender;
 - (b) if I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, ICASA may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and ICASA and I/we will then pay ICASA any additional expense incurred by ICASA having either to accept any less favourable tender, if fresh tenders have to be invited, the additional expenditure incurred by the invitation of fresh tenders and by the subsequent acceptance of any less favourable tender, ICASA shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss ICASA may sustain by reason of my/our default;
 - (c) if my/our tender is accepted the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that SA Post Office LTD shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office LTD shall be treated as delivery to me/us;
 - (d) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender and that I/we choose domicilium citandi et executandi in the Republic at (full address of this place).
3. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
 4. I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.
 5. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.
 6. I/We declare that I/we have participation/no participation* in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of tender(s) involved.

.....
*Delete whichever is not applicable

7. Are you duly authorised to sign the tender?

*YES/NO

7. Has the Declaration of Interest (S 12) been duly completed and included with the other tender forms?

*YES/NO

SIGNATURE(S) OF BIDDER OR ASSIGNEE(s).....
DATE.....

Capacity and particulars of the authority under which this tender is signed
Name of bidder

Postal address (In block letters)

Telephone No (s) (Toll free if applicable)

Facsimile No.:

Tender No.:

Name of contact person (in block letters):

SEE NEXT PAGE FOR IMPORTANT CONDITIONS

NB: Each tender must be submitted in a separate, sealed envelope on which the NAME AND ADDRESS OF THE BIDDER, THE TENDER NUMBER, THE TENDER TITLE AND THE CLOSING DATE must be clearly endorsed. The tender must be addressed and posted to the CHAIRMAN: ICASA, PRIVATE BAG X10002, SANDTON, 2146, so as to reach the destination not later than the closing time or deposited in the tender box Building B, PIN MILL FARM, 164 KATHERINE STREET, SANDTON, 2196, GAUTENG PROVINCE.

IMPORTANT CONDITIONS

1. Failure on the part of the bidder to sign this tender form (S 8) and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the tender,
2. Tenders should be submitted on the official forms and should not be qualified by the bidder's own conditions of tender. Failure to comply with these requirements or to renounce specifically the bidders' own conditions of tender, when called upon to do so, may invalidate the tender.
3. If any of the conditions on this tender form (S 8) are in conflict with any special conditions, stipulations or provisions incorporated in the tender, such special conditions, stipulations or provisions shall apply.
4. Not used
5. Firm tender prices and delivery periods are preferred. Consequently bidder shall clearly state whether prices and delivery periods will remain firm for the duration of the contract or not.
6. Definitions
 - 6.1 **Equity Ownership:** The percentage beneficial ownership and/or control exercised by individuals within an enterprise.
 - 6.2 **Historically Disadvantaged Individuals (HDI):** Individuals who, being South African citizens, are socially and economically disadvantaged by the legacy of the South African political dispensation prior to 28 April 1994. For the purpose of the contract, the presumption shall be made that individuals, who fall into population groups that had no franchise in national elections prior to the introduction of the 1993 constitution and the tricameral parliamentary system, are Historically Disadvantaged Individuals. Incumbent individuals must demonstrate their claims to fall into such population group on the basis of identification and association with and recognition by the members of such group.
7. **Feasibility Study Consultants or members thereof:** Where the tender addresses a study objective and may result in a business opportunity, I/We will not be permitted to take part in the follow-on tender, or application, for the resulting business opportunity.

ANNEXURE C

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the State or ICASA, or persons who act on behalf of the State or ICASA or persons having a kinship with persons employed by the State or ICASA, including a blood relationship, may make an offer or offers in terms of this tender invitation. In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the State or ICASA, or to persons who act on behalf of the State or ICASA, or to persons connected with or related to them, it is required that the bidder or his authorized representative shall declare his position *vis-à-vis* the evaluating authority and/or take an oath declaring his interest, where:-

- the bidder is employed by the State or ICASA or acts on behalf of the State or ICASA; and/or
- the legal person on who's behalf the tender document is signed, has a relationship with persons/a person who are/is involved with the evaluation of the tender(s), or where it is known that such a relationship exists between the person or persons for or on who's behalf the declarant acts and persons who are involved with the evaluation of the tender.

In order to give effect to the above, the following questionnaire shall be completed and submitted with the tender.

1. Are you or any person connected with the bidder, employed by the State or ICASA?

*YES/NO

2.1 If so, state particulars

.....

3. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed in the department concerned or with the State Tender Board or ICASA or their Administrations and who may be involved with the evaluation or adjudication of this tender?

*YES/NO

3.1 If so, state particulars

.....

4. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the department Concerned, State Tender Board or ICASA, or their administrations, who may be involved with the evaluation or adjudication of this tender?

*YES/NO

4.1 If so, state particulars

.....
.....

.....
SIGNATURE OF DECLARANT

.....
TENDER NUMBER

.....
DATE

.....
POSITION OF DECLARANT

.....
NAME OF COMPANY OR BIDDER

* Delete whichever is not applicable

INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA**Tender ICASA – 000X****SUPPLY OF SEVEN PORTABLE SPECTRUM ANALYSERS**

Completed tenders should be deposited in the tender box at:

ICASA, Block B

Pin Mill Farm

164 Katherine Street

Sandton, Gauteng Province.

by no later than 12h00 on 30/11/2002.

Any enquiries in this regard can be forwarded in writing only to

Mr. Derrac Matthew

Private Bag X 20576

Bloemfontein 9300

Tel: (+27 51) 4473001

Fax: (+27 12) 4473099

E-mail: DMatthew@icasa.org.za

SUPPLY OF PORTABLE SPECTRUM ANALYSERS

1 OVERVIEW

- 1.1 The INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA (ICASA), Radio Monitoring and Regions Department intends to acquire Radio Monitoring and Interference Investigations Test Equipment .This is being partially accomplished by the acquisition of seven Portable Spectrum Analysers. The analysers are intended to operate in the frequency range 100 kHz – 3000 MHz.

2 SCOPE

- 2.1 This tender addresses the acquisition of seven portable spectrum analysers, cables, software, connectors, adaptors, sensors, batteries, power supplies and chargers, carrying cases and SANAS accredited laboratory calibration certificates that may be associated with the acquisition of the analysers.
- 2.2 This tender also requires that each analyser tendered shall be supplied with a tracking generator capable of operating in the frequency range 10MHz to 3 GHz
- 2.3 Each analyser shall be supplied with a power measuring device capable of operating in the frequency range of 10 MHz to 3 GHz
- 2.4 Each analyser shall be offered with one VSWR bridge (Power divider) compatible with the tracking generator.
- 2.5 Adaptors associated with VSWR Bridge shall also be supplied 1x 50Ω load and 1x Short Circuit adaptor
- 2.6 Each analyser shall be supplied with the necessary accessories to determine cable faults.
- 2.7 Each analyser shall be offered with a certified calibration certificate from a recognised institution.
- 2.8 To assist in portability the instrument offered must be a single self contained unit.

3 GENERAL CONDITIONS OF TENDER

- 3.1 The bidder to complete all forms contained in this specification in their entirety. Failure to comply can invalidate the bidder's proposal.
- 3.2 The tender must be a single tender.
- 3.3 Tenders must be valid for a period of 60 (sixty) days.
- 3.4 Tender documents must be supplied in duplicate (hardcopy) and electronic copy (MS-Word) if possible and must include full technical specifications and manuals where applicable.
- 3.5 Notwithstanding any possible shortcomings in the specifications, bidders must ensure that the solution offered will form a complete and efficient unit

- 3.6 Requests by ICASA for any additional information to be supplied by the bidders must be submitted within 7 (seven) days of this request having taken place. Failure to comply may invalidate the tender.
- 3.7 All costs must be itemised and must be compatible with the payment schedule and furthermore comply with the conditions of section 5. Supplying a single price only will disqualify a tender.
- 3.8 All equipment supplied by the bidder must be fully guaranteed and maintained at no cost to ICASA for a minimum period of 12 (twelve) months from date of final acceptance by ICASA. During the guarantee period any fault must be rectified within 21 days of submitting a call.
- 3.9 All items tendered for must be commercially available as of the closing date of the tender. Items in Beta phase of development or testing are not considered to be commercially available.
- 3.10 Only new equipment must be tendered and delivery periods for all items on tender must be specified.
- 3.11 Proper tenders for the items specified shall be submitted. Supplier's price lists will not be considered acceptable.
- 3.12 Payment for items delivered will be done in accordance with the payment schedule as set out in section 13.
- 3.13 Ownership of the equipment that has been delivered will only pass to ICASA after it has been officially accepted. For that reason the bidder must, at his own expense, make arrangements for the necessary insurance of the equipment until such date that it has been finally accepted.
- 3.14 ICASA reserves the right to cancel the tender.
- 3.15 Any costs resulting from the preparation of the proposal shall be for the bidder's account.

4 TENDER PRICES

- 4.1 All costs that are payable by ICASA must be specified in detail by the bidder.
- 4.2 All credits, such as trade-in of existing equipment, where applicable, to be specified in detail by the bidder.
- 4.3 All prices and other costs quoted for in this tender, subject to specific conditions, must be fixed and valid for a period of sixty days from date of submission.
- 4.4 All prices must include VAT at the current rate.
- 4.5 All prices must be quoted in SA Rands and bidders must indicate whether the prices are linked to any foreign currency and at what rate of exchange. Bidders must also indicate the amount to be remitted overseas. Bidders must use the official exchange rate valid at the closing date of the tender where prices are subject to exchange rate fluctuations.
- 4.6 Amounts to be remitted overseas shall be subject to specific rules as specified by the financial department of ICASA.

5 TENDER EVALUATION CRITERIA

- 5.1 The criteria for evaluation of the proposals will assist ICASA in making a fair evaluation of offers, while at the same time implementing Section 2, objectives of the Telecommunications Act. ICASA reserves the right to reject any or all offers.
- 5.2 Non-Commercial Criteria:

Conformance to technical requirements	50%
Offers by Historically Disadvantaged Individuals, women or companies owned by such or use as subcontractors of companies owned by such	30%
Clear understanding of the overall scope and technical requirements as shown by the bidder's description in their proposal, with no exceptions taken by bidder.	20%

- 5.3 Commercial Criteria:
ICASA will select the lowest evaluated cost offer that meets all non-commercial criteria. For reasons of fair competition in the market place and the quality of the tender, the ICASA Council reserves the right not to award the tender strictly in accordance with the highest score on non-commercial criteria.

6 GENERAL TENDER INFORMATION

- 6.1 Bidders must expand on time scales in sufficient detail in order to enable ICASA to make a good assessment of the solution tendered.
- 6.2 Bidders must indicate compliance or non-compliance on a paragraph by paragraph basis on the GENERAL CONDITIONS of tender as well as the TECHNICAL SPECIFICATIONS. Should the bidder fail to indicate this compliance, ICASA will assume that the bidder is not in compliance with the specifications.
- 6.3 This tender and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the tender. Bidders shall undertake to limit the number of copies of this document and to destroy them, in the event of their failure to secure the contract.

7 INSPECTION

- 7.1 The Independent Communications Authority of South Africa reserves the right to arrange for inspection of all goods forming the subject of any contract or order, at any state before final acceptance and by means it may think fit and when such inspection is to be carried out the relevant contracts, orders and suborders shall be endorsed accordingly.
- 7.2 When inspection at the contractor's works or warehouse is specified, the Independent Communications Authority of South Africa's authorized inspector shall have free access to the premises of the contractor at all

times during working hours . He shall be free to inspect work which is the subject of the contract or order, at any stage of manufacture or delivery and may reject any goods which are found to be incomplete or in any way not in conformity with the terms of the contract or order and the contractor shall afford all reasonable facilities for such access and inspection.

- 7.3 The contractor shall supply, without charge to the Independent Communications Authority of South Africa, all tools, gauges, templates and other equipment required for checking the accuracy of the work; shall provide the labour necessary for inspecting the work in accordance with requirements specified in the contract or order and shall render all reasonable assistance in carrying out this checking and inspection.
- 7.4 The contractor shall prepare and supply, without charge to the Independent Communications Authority of South Africa , all test pieces , samples and specimens ; shall provide all labour and apparatus for carrying out tests and analyses in accordance with the terms of the contract or order and render all reasonable assistance in making such tests and analyses.
- 7.5 Bidders shall, upon request arrange for a demonstration of the offered equipment to the full satisfaction of ICASA before the tender will be considered.

8 TECHNICAL SPECIFICATIONS

These technical specifications define the minimum acceptable performance characteristics in order to fulfil ICASA's tender requirements as set out in this document:

8.1 General data

- 8.1.1 Display : LCD display = equal to or better than 320x240 pixels
- 8.1.2 Memory Storage: better than 50 stored traces
- 8.1.3 Operating Temperature Range: 0°C to +50 °C @ 70 % Humidity
- 8.1.4 Storage temperature range : -20°C to +60°C
- 8.1.5 Weight : < 3.5 kg including battery
- 8.1.6 RS 232 interface or an acceptable equivalent: 9600 to 115200 Baud transfer rate

8.2 Power requirements

- 8.2.1 Battery operated : Standard
- 8.2.2 Battery type: Rechargeable
- 8.2.3 Battery life: > 2 hours continuous operation

- 8.2.4 External AC Power Supply connection or adaptor:220V@ 50Hz
- 8.2.5 External DC Supply connection or adaptor : 12V to 15V DC

8.3 Frequency Requirements

- 8.3.1 Frequency Range : 100 kHz to 3 GHz (no gaps)
- 8.3.2 Reference frequency : Aging ≤ 2 ppm / Yr
: Temperature drift ≤ 2 ppm (+5°C to +25°C)
- 8.3.3 Sweep time : For span > 10 kHz, Sweep time user selectable from 100ms to 5 sec
For span = 0 Hz, Sweep time user selectable from 10ms to 5 sec
- 8.3.4 SSB Phase noise : better than 75 dBc at 30 kHz from carrier
- 8.3.5 Resolution Bandwidth : selectable from 10 kHz to 1 MHz in a 1, 3 type sequence
: Accuracy $\pm 10\%$
- 8.3.6 Video Bandwidth : selectable from 100 Hz to 300 kHz in a 1, 3 type sequence

8.4 Amplitude requirements

- 8.4.1 Input measurement range : Maximum + 20 dBm (100mW)
- 8.4.2 Permitted DC voltage allowed on input : greater than 24 V
- 8.4.3 Displayed Average Noise Level : better than -100 dBm (1kHz RBW)
- 8.4.4 Image responses @ 1MHz offset : better than 70 dBc
- 8.4.5 Third order Dynamic range : better than 60 dB (@1kHz RBW)
- 8.4.6 RF input attenuation : user selectable to 30 dB attenuation in 10 dB steps
- 8.4.7 Displayed units of measurement : dBm, dBV, dBmV, dB μ V
- 8.4.8 Displayed traces : 2 (two)
- 8.4.9 Trace detector : Auto Peak , Max Peak and RMS
- 8.4.10 Markers : Marker to peak , Marker to next peak and Marker to centre
- 8.4.11 Demodulation: AM and FM

8.5 RF Input requirements

- 8.5.1 Input impedance : 50 Ω nominal
- 8.5.2 Connector type : N-type
- 8.5.3 VSWR : better than or equal to 2 : 1 over entire frequency range

8.6 Output requirements

8.6.1 Audio output of demodulated signal : Internal speaker or via headphone adaptor

8.6.2 Tracking generator

8.6.2.1 Frequency range :10 MHz to 3 GHz

8.6.2.2 N - type connector

8.6.2.3 Impedance : 50 Ω nominal

8.6.2.4 Output level : -20dbm to -60dBm adjustable

8.6.2.5 Output resolution : better than 1dB

8.6.2.6 Frequency resolution : better than 10kHz.

8.6.2.7 Amplitude accuracy : better than 4dB over entire frequency range and output level range.

8.6.2.8 Harmonic output : better than 20 dBc

8.7 Power measuring Sensor requirements

8.7.1 Frequency range : 10 MHz to 3 GHz

8.7.2 VSWR : better than 1.5 to 1 over entire frequency range

8.7.3 Maximum Average power measured : better than 100mW
(+20dBm)

8.7.4 Minimum power measured : better than -60 dBm

8.7.5 Amplitude resolution : better than 0.5dB

8.8 VSWR bridge requirements

8.8.1 Impedance : 50 Ω nominal

8.8.2 Frequency range : 10 MHz to 3 GHz

8.8.3 Connectors : N-type

8.8.4 VSWR: better than 1.5 to 1 over frequency range of tracking generator

8.9 Adaptors

8.9.1 Short circuit adaptor : N-type

8.9.2 50 Ω load adaptor: N-type

8.10 Other Specifications

8.10.1 Included in this tender must be a sturdy carrying bag and standard three way power cord with plug connected to charger.

8.10.2 Included must be the associated mains charger and Automotive cigarette lighter adaptor to operate @ 12V DC.

8.10.3 Included must be the associated PC based software capable of storing and displaying traces and controlling instrument. Software shall also be able to determine cable faults. Software should be compatible with Windows© 98/NT/2000/XP.

8.10.4 Serial interface cable shall be included.

8.10.5 9 pin to 25 pin serial adaptor to be supplied.

8.10.6 Compatible headphones should be supplied if the instrument offered, is equipped with a headphone socket.

9.0 SERVICE AND CALIBRATION

9.1 Each instrument supplied shall be supplied with a Calibration certificate from a South African National Accreditation System (SANAS) recognised laboratory.

Bidders shall indicate:

9.2 The extent and location of service facilities for the equipment offered.

9.3 The extent and location of calibration facilities for the equipment offered.

9.4 The calibration interval required on the instrument and associated accessories.

10.0 PRESENT INSTALLATIONS

10.1 Tenders shall indicate to what extent the equipment offered is already in use in the Republic of South Africa and if they are prepared to arrange a demonstration of equipment offered to Independent Communications Authority of South Africa at a pre-arranged venue.

11.0 TECHNICAL INFORMATION

11.1 Each tender must be accompanied by a full description in ENGLISH of the instrument or apparatus offered. The technical information shall include drawings showing physical dimensions and layout of the various sections.

11.2 The successful bidder is required to supply one handbook in ENGLISH for each unit supplied which will include:

11.2.1 Operation of the device and accessories

11.2.2 General specifications

11.2.3 Precautions, care and maintenance of apparatus

12 DELIVERY AND ACCEPTANCE

12.1 Final acceptance: Testing must be done after supply of all units. Testing shall be done on subsystems as well as for the complete system. Final acceptance will include testing of all devices and will be done in accordance with the standard test procedures and representatives of ICASA and the bidder will sign all acceptance forms.

13 PAYMENT TERMS

- 13.1 Payment by ICASA will be made strictly as follows:
- 13.2 After delivery of all the items supplied by the bidder, an amount of 90% of the total cost will be paid.
- 13.3 The final 10% of the total cost will be payable after 2 (two) months of trouble free operation of the equipment, on full acceptance and on certification by a representative of ICASA.

14 TENDER SPECIFIC REQUIREMENTS

- 14.1 All equipment covered in the tender must preferably be supplied within 6 weeks of the award of the tender.
- 14.2 The bidder shall submit a detailed description of the supply date of the equipment
- 14.3 The bidder is to guarantee all work and materials for a period of one year after final acceptance by ICASA.

INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA**ICASA****CONTRACTOR CONFIDENTIALITY AGREEMENT**

Between:

THE INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA

(Hereinafter referred to as ICASA)

Represented by _____ who warrants that he is duly authorised to conclude this agreement.

And _____

(Hereinafter referred to as "The Contractor ")

WHEREAS ICASA is empowered in terms of the Telecommunications Act, 1996 to enter into contracts in the performance of its responsibilities; and

WHEREAS ICASA has appointed _____ as a Contractor to provide certain goods and services to ICASA, as contemplated in the Telecommunications Act; and

WHEREAS both ICASA and the Contractor agree that all information obtained by the Contractor in the course of the provision of the said goods and services remains confidential.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.
 - (a) The Contractor shall take all reasonable steps to minimise the risk of disclosure of confidential information, by ensuring that only its directors, delegates or employees whose duties will require them to possess any of such information shall have access thereto and that they shall be instructed to treat the same as confidential.
 - (b) The foregoing shall not be applicable to the Contractor with respect to disclosures made as required by law or enforceable legal process or by the rules of any regulatory authority having jurisdiction.

2. Unless otherwise agreed to in writing by ICASA, the Contractor shall not issue or make any public announcement or statement, whether written or oral, under circumstances where it could reasonably be expected that such statement would be published in any media, or any other disclosure to any third party regarding the goods and services, including, without limitation, any reference to its specifications, terms and conditions, unless required by law or enforceable legal process or any regulatory authority having jurisdiction over the Contractor in the Republic of South Africa,

3. The Contractor shall not at anytime be relieved of its obligation to maintain confidentiality of information unless and until it is so relieved by ICASA in writing.

SIGNED AT _____ ON THIS _____ DAY OF
_____ 2002

AS WITNESSES:

1.....

2.....

.....
**ON BEHALF OF ICASA
CAPACITY:**

SIGNED AT _____ ON THIS _____ DAY OF
_____ 2002

AS WITNESSES:

1.....

2.....

.....
**ON BEHALF OF CONTRACTOR
CAPACITY:**

TENDER FORM

I/We hereby tender 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 INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA (ICASA) on the terms and conditions and in accordance with the specifications stipulated in the tender documents (and which shall be taken as part of, and incorporated into, this tender) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

I/We agree that:-

- (a) the offer herein shall remain binding upon me/us and open for acceptance by ICASA during the validity period indicated and calculated from the closing time of the tender;
 - (b) if I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, ICASA may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and ICASA and I/we will then pay ICASA any additional expense incurred by ICASA having either to accept any less favourable tender, if fresh tenders have to be invited, the additional expenditure incurred by the invitation of fresh tenders and by the subsequent acceptance of any less favourable tender, ICASA shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss ICASA may sustain by reason of my/our default;
 - (c) if my/our tender is accepted the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that SA Post Office LTD shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office LTD shall be treated as delivery to me/us;
 - (d) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender and that I/we choose domicilium citandi et executandi in the Republic at (full address of this place).
3. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
 4. I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.
 5. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.
 6. I/We declare that I/we have participation/no participation* in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of tender(s) involved.
-

*Delete whichever is not applicable

7. Are you duly authorised to sign the tender?

*YES? NO

8. Has the Declaration of Interest (S 12) been duly completed and included with the other tender forms?

*YES? NO

SIGNATURE(S) OF BIDDER OR ASSIGNEE(s).....

DATE.....

Capacity and particulars of the authority under which this tender is signed

.....

Name of bidder

.....

Postal address (In block letters)

.....

Telephone No. (s) (Toll free if applicable)

.....

Facsimile No.:

.....

Tender No.:

.....

Name of contact person (in block letters):

.....

SEE NEXT PAGE FOR IMPORTANT CONDITIONS

NB: Each tender must be submitted in a separate, sealed envelope on which the NAME AND ADDRESS OF THE BIDDER, THE TENDER NUMBER, THE TENDER TITLE AND THE CLOSING DATE must be clearly endorsed. The tender must be addressed and posted to the CHAIRMAN: ICASA, PRIVATE BAG X10002, SANDTON, 2146, so as to reach the destination not later than the closing time or deposited in the tender box Building B, PIN MILL FARM, 164 KATHERINE STREET, SANDTON, 2196, GAUTENG PROVINCE.

IMPORTANT CONDITIONS

1. Failure on the part of the bidder to sign this tender form (S 8) and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the tender,
2. Tenders should be submitted on the official forms and should not be qualified by the bidder's own conditions of tender. Failure to comply with these requirements or to renounce specifically the bidders' own conditions of tender, when called upon to do so, may invalidate the tender.
3. If any of the conditions on this tender form (S 8) are in conflict with any special conditions, stipulations or provisions incorporated in the tender, such special conditions, stipulations or provisions shall apply.
4. Not used
5. Firm tender prices and delivery periods are preferred. Consequently the bidder shall clearly state whether prices and delivery periods will remain firm for the duration of the contract or not.
6. Definitions
 - 6.1 **Equity Ownership:** The percentage beneficial ownership and/or control exercised by individuals within an enterprise.
 - 6.2 **Historically Disadvantaged Individuals (HDI):** Individuals who, being South African citizens, are socially and economically disadvantaged by the legacy of the South African political dispensation prior to 28 April 1994. For the purpose of the contract, the presumption shall be made that individuals, who fall into population groups that had no franchise in national elections prior to the introduction of the 1993 constitution and the tricameral parliamentary system, are Historically Disadvantaged Individuals. Incumbent individuals must demonstrate their claims to fall into such population group on the basis of identification and association with and recognition by the members of such group.
7. **Feasibility Study Consultants or members thereof:** Where the tender addresses a study objective and may result in a business opportunity, I/we will not be permitted to take part in the follow-on tender, or application, for the resulting business opportunity.

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the State or ICASA, or persons who act on behalf of the State or ICASA or persons having a kinship with persons employed by the State or ICASA, including a blood relationship, may make an offer or offers in terms of this tender invitation. In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the State or ICASA, or to persons who act on behalf of the State or ICASA, or to persons connected with or related to them, it is required that the bidder or his authorized representative shall declare his position **vis-à-vis** the evaluating authority and/or take an oath declaring his interest, where:-

- the bidder is employed by the State or ICASA or acts on behalf of the State or ICASA; and/or
- the legal person on who's behalf the tender document is signed, has a relationship with persons/a person who are/is involved with the evaluation of the tender(s), or where it is known that such a relationship exists between the person or persons for or on who's behalf the declarant acts and persons who are involved with the evaluation of the tender.

In order to give effect to the above, the following questionnaire shall be completed and submitted with the tender.

1. Are you or any person connected with the bidder, employed by the State or ICASA?

*YES/NO

2.1 If so, state particulars

.....

3. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed in the department concerned or with the State Tender Board or ICASA or their Administrations and who may be involved with the evaluation or adjudication of this tender?

*YES/NO

3.1 If so, state particulars

.....
.....

- 4. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the department Concerned, State Tender Board or ICASA, or their administrations, who may be involved with the evaluation or adjudication of this tender?

*YES/NO

4.1 If so, state particulars

.....
.....

.....
SIGNATURE OF DECLARANT

.....
TENDER NUMBER

.....
DATE

.....
POSITION OF DECLARANT

.....
NAME OF COMPANY OR BIDDER

* Delete whichever is not applicable

Specification for
REFURBISHING OF COASTAL RADIO MASTS

TENDER NUMBER XX- XXXX

Contact Address:

THE MANAGER
RADIO MONITORING
PRIVATE BAG X 10002
SANDTON

BLOCK A
PIN MILL FARM
164 KATHERINE STREET
SANDTON
2146

October 2002

AMENDMENTS		
Issue Number	Date	Description

ANNEXURE A: CONTRACTOR CONFIDENTIALITY AGREEMENT

ANNEXURE B: TENDER FORM

ANNEXURE C: DECLARATION OF INTEREST

Completed tenders should be deposited in the tender box at:

ICASA, **Block B**

Pin Mill Farm

164 Katherine Street

Sandton, Gauteng Province.

by no later than 12h00 on 29/11/2002.

Any enquiries in this regard can be forwarded in writing only to

Mr. Barry Smith -

Fax: (+27 11) 321 8579

E-mail: bsmith@icasa.org.za

REFURBISHING OF COASTAL RADIO MASTS

1. OVERVIEW

The Independent Communications Authority of SA has radio monitoring equipment located in the following towns throughout the Republic of South Africa:

Cape Town

Cape Town : site name RHOC

Kannonkop : site name WC2

Ribbokkop : site name WC3

Port Elizabeth

Port Elizabeth: site name RHOEC

Mount Road: site name EC2

Durban

Durban : site name RHON

Klaarwater : site name NTL2

Bloemfontein

Bloemfontein : site name RHOFS

The purpose of this tender is to refurbish the radio masts and associated equipment utilised at these sites. In the case of Bloemfontein, (see Section 2.2) a mast is to be erected.

2. SCOPE OF TENDER : TECHNICAL SPECIFICATION

2.1 REFURBISHING

The scope of this tender is broken down on a site by site requirement basis as follows:

The minimum specification (detailed in section 2.3) applies to all of the sites below in section 2.1.

2.1.1 Cape Town

Cape Town – RHOC

In addition, section 2.4 is also applicable.

Height of mast : 21m SSP

Physical address No. 1 Neels Bothma Street, N1 City

Kannonkop - WC2

In addition, section 2.4 is also applicable.

Special requirements:

1. Liaise with the site owner to repair a hole in the container and to do rust removal on the container as well replace the security chains on the access gate to the mast.

Coordinates of site:

South 33-55-33

East 18-45-49

Height of mast : 36m

Type of mast SSZ

Ribbokkop - WC3

Special requirements:

- 1 Liaise with site owner to repair door of the container and do rust removal where necessary.
- 2 Supply an extra 100 meters of RG 214 cabling as a spares item.

Coordinates of site:
South 33-49-17
East 18-36-09
Height of mast : 45m
Type of mast SSZ

2.1.2 Port Elizabeth

Mount Road - EC2

In addition, section 2.4 is also applicable.

Coordinates of site:
South 33-57-18
East 25-35-45
Height of mast : 6m on top of a 9 storey building.

2.1.3 Durban

Durban – RHON

In addition section 2.4 is also applicable

Height of mast 6m
Type of mast SSP

Physical address 5th floor Sanlam Properties, 197 Northridge Rd, Morningside.

Klaarwater – NTL2

In addition section 2.4 is also applicable

Coordinates of site:
South 29-55-00
East 30-56-00
Height of mast 39m
Type of mast SSZ

2.2 ADDITIONAL REQUIREMENTS

2.2.1 Bloemfontein

Physical address: ERF 22057 corner Lombard & Koller Street, Hilton

A 27m SSX mast is presently stored at ICASA's head office in Pin Mill Farm, Sandton. This tender includes the erection of this mast at our regional office in Bloemfontein on the following basis.

1. The mast must be fully checked for completeness in Sandton before it is removed from storage. Any shortages must be noted and submitted to ICASA in writing.
2. The mast must be securely packed and transported to Bloemfontein where it is to be erected.
3. The mast is to be properly earthed as per industry standards.
4. Navigation lights shall be supplied and installed by the contractor.
5. A day / night switch shall be supplied and installed by the contractor
6. The mast is to be washed and painted as per item 2.3.9
7. Coaxial cabling shall be supplied and installed by the contractor.
8. An HK 014 R&S omni directional antenna (supplied by ICASA) shall be mounted on the mast by the contractor.

All earthing material, nuts, bolts, washers, arrestor plate and hardware shall be new and supplied by the tenderer.

All bolts nuts and washers shall be galvanised.

2.2.2 Port Elizabeth

Port Elizabeth - RHOEC

Physical address:

63 Mangold Street , Newton Park , Port Elizabeth

The contractor shall install 2 x wide band antennas and 4 x other antennas (supplied by ICASA)

The contractor shall supply the necessary coaxial cable, connectors and earthing material for all of these antennas.

2.3 MINIMUM SPECIFICATION

2.3.1 Replace all coaxial cable with new cable.- type ½" low loss.

2.3.2 Replace all RF connectors with new connectors.

2.3.3 Replace all lightning arrestors with new arrestors of at least the equivalent rating.

2.3.4 Replace all cable clamps.

2.3.5 Replace all shackles and turnbuckles

2.3.6 Check the tension of all bolts and nuts on the mast structure.

2.3.7 Check and repair where necessary, the earthing of the mast.

2.3.8 Check and repair where necessary, navigation lights and the day / night switch.

2.3.9 Wash and paint the tower. The tower shall be painted in alternative bands of white and red to civil aviation standards. The bottom of the tower to start with red and the top to end in red. Band paint width to be a maximum of 6m or 1/7th the height of the tower, whichever is the lesser.

2.3.10 The router is to be fully tested and repaired where necessary.

2.3.11 All antennas forming part of the monitoring equipment shall be tested for correct functionality. A written report including measured VSWR values shall be supplied by the contractor upon completion of contract.

2.3.12 A cable calibration test shall be done on all sites mentioned in this tender and the results shall be entered into the Argus software.

2.4 ROTATOR REQUIREMENTS

2.4.1 Pricing on two types of rotator drums is to be supplied. One type to be manufactured from galvanised mild steel and the other to be manufactured from powder coated stainless steel.

A sample of the rotator is available for inspection at Pin Mill Farm, Sandton for further specification purposes.

2.4.2 The rotator controller is to be fully tested and repaired where necessary.

2.4.3 The rotator motor and gearbox is to be fully tested and repaired where necessary.

2.4.4 The antenna relay switch is to be fully tested and repaired where necessary.

3. GENERAL REQUIREMENTS

- 3.1. The quotation must be itemised in respect of direct work on the major sub-systems, equipment replacements as well as all new proposals.
- 3.2. The proposal must incorporate the following improvements on characteristics:
 - 3.2.1. A site visit may be required before tender submission
All costs incurred for such a visit will be for the tenderer's account.
 - 3.2.2. Equipment that can be refurbished must not be replaced unless it is outdated.
 - 3.2.3. The overall appearance of the mast must be reviewed and restored to a professional standard.
- 3.3. The contractor shall at all times observe proper and adequate safety precautions on site.

It shall also include a functional check of all the equipment after being refurbished. Together with a design review, any possible additions, replacements or modification proposals to the main sub-systems are invited and will be considered on merit before closing of the contract.

4 GENERAL CONDITIONS

- 4.1 The successful contractor must reach agreement with the Manager; Radio Monitoring on all items of new design and modifications to the masts before work commences.
- 4.2 The proposals shall include a detailed scope of work including project management and regular progress meetings with ICASA.
- 4.3 ICASA reserves the right to cancel the tender should no acceptable proposal be received.
- 4.4 The onus is on the contractor to familiarise themselves with the current installation configuration, by appointment with the Central Monitoring Office in Johannesburg.
- 4.5 The contractor shall guarantee all work and materials for a period of one year after acceptance by ICASA.
- 4.6 ICASA reserves the right to inspect at any time the work done or in progress for the duration of the contact.

5 PAYMENT CONDITIONS

- 5.1 Payment by ICASA will be made strictly as follows:
- 5.2 After delivery, installation of the hardware and completion of all labour, an amount of 70% of the total cost will be paid.
- 5.3 A further 20% of the total cost will be paid after full commissioning of the system, provided that the system is fully operational in accordance with the requirement of ICASA and that a representative of ICASA has issued a certificate of conformance.
- 5.4 The final 10% of the total cost will be payable after 3 (three) months of trouble free operation of the system, on full acceptance and on certification by a representative of ICASA.
- 5.5 Advance payment will be considered upon request.

6 DELIVERY AND ACCEPTANCE

- 6.1 Acceptance Test Procedures must be developed beforehand by the successful bidder and delivered to ICASA for approval.
- 6.2 ICASA reserves the right to inspect any test procedures and/or ask for any test demonstration. All testing will be done in strict accordance with accepted testing procedures. The successful bidder will be responsible for supplying their own equipment for testing of the hardware if necessary.
- 6.3 Final commissioning and acceptance: Testing must be done after installation of all hardware. Testing shall be done on subsystems as well as for the complete system. The final system will be demonstrated to ICASA representatives. Full field tests will be performed in conjunction with ICASA staff. Final acceptance

will include commissioning and will be done in accordance with the developed test procedures and representatives of ICASA and the contractor will sign all acceptance forms.

7 GENERAL CONDITIONS OF TENDER

- 7.1 The bidder to complete all forms contained in this specification in their entirety. Failure to comply can invalidate the bidder proposal.
- 7.2 The tender must be a single tender.
- 7.3 Tenders must be valid for a period of 60 (sixty) days.
- 7.4 Tender documents must be supplied in duplicate (hardcopy) and electronic copy (MS-Word) and must include full technical specifications and manuals where applicable.
- 7.5 Notwithstanding any possible shortcomings in the specifications, bidders must ensure that the solution offered will form a complete and efficient system.
- 7.6 Requests by ICASA for any additional information to be supplied by the bidders must be submitted within 7 (seven) days of such request being made. Failure to comply may invalidate the tender.
- 7.7 All costs must be itemised and must be compatible with the payment schedule and furthermore comply with the conditions of section 5. Supplying a single price only will disqualify a tender.
- 7.8 All equipment supplied by the bidder must be fully guaranteed and maintained at no cost to ICASA for a minimum period of 12 (twelve) months from date of final acceptance by ICASA. During the guarantee period any fault must be rectified within 3 days of submitting a call.
- 7.9 All items tendered for must be commercially available at of the closing date of the tender. Items in Beta phase of development or testing are not considered to be commercially available.
- 7.10 Proper tenders for the items specified shall be submitted. Supplier's price lists will not be considered for acceptance.
- 7.11 Payment for items delivered will be done in accordance with the payment schedule as set out in clause 1 of General Conditions.
- 7.12 Ownership of the equipment that has been delivered will only pass to ICASA after it has been officially accepted. For that reason the bidder must, at his own expense, make arrangements for the necessary insurance of the equipment until such date as it has been finally accepted.
- 7.13 Any costs resulting from the preparation of the proposal shall be for the bidder's account.

8 GENERAL TENDER INFORMATION

- 8.1 Bidders must tender in accordance with a statement of work with appropriate time scales in sufficient detail in order to enable ICASA to make a good assessment of the solution tendered.
- 8.2 Bidders must indicate compliance or non-compliance on a paragraph by paragraph basis on the GENERAL CONDITIONS of tender as well as the TECHNICAL SPECIFICATIONS. Should the bidder fail to indicate this compliance, ICASA will assume that the bidder is not in compliance with the specifications.
- 8.3 This tender and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the tender. Bidders shall undertake to limit the number of copies of this document and to destroy them, in the event of their failure to secure the contract.
- 8.4 For any further details concerning this tender please contact Barry Smith at BSmith@icasa.org.za or Fax (011) 321 8579

ANNEXURES**ANNEXURE A****INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA
ICASA****CONTRACTOR CONFIDENTIALITY AGREEMENT**

Between:

THE INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA

(Hereinafter referred to as ICASA)

Represented by _____ who warrants that he is duly authorised to conclude this agreement.

And _____

(Hereinafter referred to as "The Contractor")

WHEREAS ICASA is empowered in terms of the Telecommunications Act, 1996 to enter into contracts in the performance of its responsibilities; and

WHEREAS ICASA has appointed _____ as a Contractor to provide certain goods and services to ICASA, as contemplated in the Telecommunications Act; and

WHEREAS both ICASA and the Contractor agree that all information obtained by the Contractor in the course of the provision of the said goods and services remains confidential.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.

- (a) The Contractor shall take all reasonable steps to minimise the risk of disclosure of confidential information, by ensuring that only its directors, delegates or employees whose duties will require them to possess any of such information shall have access thereto and that they shall be instructed to treat the same as confidential.

(b) The foregoing shall not be applicable to the Contractor with respect to disclosures made as required by law or enforceable legal process or by the rules of any regulatory authority having jurisdiction.

2. Unless otherwise agreed to in writing by ICASA, the Contractor shall not issue or make any public announcement or statement, whether written or oral, under circumstances where it could reasonably be expected that such statement would be published in any media, or any other disclosure to any third party regarding the goods and services, including, without limitation, any reference to its specifications, terms and conditions, unless required by law or enforceable legal process or any regulatory authority having jurisdiction over the Contractor in the Republic of South Africa,

3. The Contractor shall not at anytime be relieved of its obligation to maintain confidentiality of information unless and until it is so relieved by ICASA in writing.

SIGNED AT _____ ON THIS _____ DAY OF _____ 2001

AS WITNESSES:

1.....

.....

2.....

ON BEHALF OF ICASA
CAPACITY:

SIGNED AT _____ ON THIS _____ DAY OF _____ 2001

AS WITNESSES:

1.....

.....

2.....

ON BEHALF OF CONTRACTOR
CAPACITY:

ANNEXURE B

TENDER FORM

I/We hereby tender 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 INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA (ICASA) on the terms and conditions and in accordance with the specifications stipulated in the tender documents (and which shall be taken as part of, and incorporated into, this tender) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

I/We agree that:-

- (a) the offer herein shall remain binding upon me/us and open for acceptance by ICASA during the validity period indicated and calculated from the closing time of the tender;
 - (b) if I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, ICASA may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and ICASA and I/we will then pay ICASA any additional expense incurred by ICASA having either to accept any less favourable tender, if fresh tenders have to be invited, the additional expenditure incurred by the invitation of fresh tenders and by the subsequent acceptance of any less favourable tender, ICASA shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss ICASA may sustain by reason of my/our default;
 - (c) if my/our tender is accepted the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that SA Post Office LTD shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office LTD shall be treated as delivery to me/us;
 - (d) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender and that I/we choose domicilium citandi et executandi in the Republic at (full address of this place).
3. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
 4. I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.
 5. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.
 6. I/We declare that I/we have participation/no participation* in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of tender(s) involved.

.....

*Delete whichever is not applicable

7. Are you duly authorised to sign the tender?

*YES/NO

8. Has the Declaration of Interest (S 12) been duly completed and included with the other tender forms?

*YES/NO

SIGNATURE(S) OF BIDDER OR ASSIGNEE(s)..... DATE.....

Capacity and particulars of the authority under which this tender is signed

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

Postal address (In block letters)
.....

Telephone No (s) (Toll free if applicable)
.....

Facsimile No.:
.....

Tender No.:
.....

Name of contact person (in block letters):
.....

SEE NEXT PAGE FOR IMPORTANT CONDITIONS

NB: Each tender must be submitted in a separate, sealed envelope on which the NAME AND ADDRESS OF THE BIDDER, THE TENDER NUMBER, THE TENDER TITLE AND THE CLOSING DATE must be clearly endorsed. The tender must be addressed and posted to the CHAIRMAN: ICASA, PRIVATE BAG X10002, SANDTON, 2146, so as to reach the destination not later than the closing time or deposited in the tender box Building B, PIN MILL FARM, 164 KATHERINE STREET, SANDTON, 2196, GAUTENG PROVINCE.

IMPORTANT CONDITIONS

1. Failure on the part of the bidder to sign this tender form (S 8) and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the tender,
2. Tenders should be submitted on the official forms and should not be qualified by the bidder's own conditions of tender. Failure to comply with these requirements or to renounce specifically the bidders' own conditions of tender, when called upon to do so, may invalidate the tender.
3. If any of the conditions on this tender form (S 8) are in conflict with any special conditions, stipulations or provisions incorporated in the tender, such special conditions, stipulations or provisions shall apply.
4. Not used
5. Firm tender prices and delivery periods are preferred. Consequently bidder shall clearly state whether prices and delivery periods will remain firm for the duration of the contract or not.
6. Definitions
 - 6.1 **Equity Ownership:** The percentage beneficial ownership and/or control exercised by individuals within an enterprise.
 - 6.2 **Historically Disadvantaged Individuals (HDI):** Individuals who, being South African citizens, are socially and economically disadvantaged by the legacy of the South African political dispensation prior to 28 April 1994. For the purpose of the contract, the presumption shall be made that individuals, who fall into population groups that had no franchise in national elections prior to the introduction of the 1993 constitution and the tricameral parliamentary system, are Historically Disadvantaged Individuals. Incumbent individuals must demonstrate their claims to fall into such population group on the basis of identification and association with and recognition by the members of such group.
7. **Feasibility Study Consultants or members thereof:** Where the tender addresses a study objective and may result in a business opportunity, I/We will not be permitted to take part in the follow-on tender, or application, for the resulting business opportunity.

ANNEXURE C

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the State or ICASA, or persons who act on behalf of the State or ICASA or persons having a kinship with persons employed by the State or ICASA, including a blood relationship, may make an offer or offers in terms of this tender invitation. In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the State or ICASA, or to persons who act on behalf of the State or ICASA, or to persons connected with or related to them, it is required that the bidder or his authorized representative shall declare his position *vis-à-vis* the evaluating authority and/or take an oath declaring his interest, where:-

- the bidder is employed by the State or ICASA or acts on behalf of the State or ICASA; and/or
- the legal person on who's behalf the tender document is signed, has a relationship with persons/a person who are/is involved with the evaluation of the tender(s), or where it is known that such a relationship exists between the person or persons for or on who's behalf the declarant acts and persons who are involved with the evaluation of the tender.

In order to give effect to the above, the following questionnaire shall be completed and submitted with the tender.

1. Are you or any person connected with the bidder, employed by the State or ICASA?

*YES/NO

2.1 If so, state particulars

.....

.....

3. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed in the department concerned or with the State Tender Board or ICASA or their Administrations and who may be involved with the evaluation or adjudication of this tender?

*YES/NO

3.1 If so, state particulars

.....

.....

4. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the department Concerned, State Tender Board or ICASA, or their administrations, who may be involved with the evaluation or adjudication of this tender?

*YES/NO

4.1 If so, state particulars

.....
.....

.....
SIGNATURE OF DECLARANT

.....
TENDER NUMBER

.....
DATE

.....
POSITION OF DECLARANT

.....
NAME OF COMPANY OR BIDDER

* Delete whichever is not applicable

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