

Extraordinary
GOVERNMENT
TENDER
BULLETIN

PRETORIA
22 November 2002
NO. 2140

**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

ICASA Tender
Tender number: 16/2002

SUPPLY OF 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 23/12/2002.

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

Mr. Desmond Johns

Private Bag X 7046

Port Elizabeth 6055

Tel: (+27 41) 3962500

Fax: (+27 41) 3653889

E-mail: DJohns@icasa.org.za

SUPPLY OF VEHICLES

1 OVERVIEW

- 1.1 The INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA (ICASA), Radio Monitoring and Regions Department is presently in the process of acquiring vehicles to replace the older models.

2 SCOPE

- 2.1 This tender addresses the acquisition of pick-up utility vehicles with a half ton loading capacity.
- 2.2 The vehicle should be front wheel driven and should include a canopy, air conditioning and radio tape.

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 45 (fourty five) 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.
- 3.8 All vehicles supplied by the bidder must be fully warranted at no cost to ICASA for a minimum period of 36 (thirty six) months from date of final acceptance by ICASA. During the warrantee period any fault must be rectified within 14 calendar days of submitting a complaint.
- 3.9 Only new vehicles must be tendered and delivery periods for all items on tender must be specified.
- 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 section 14.
- 3.12 Ownership of the vehicle that has been delivered will only pass to ICASA after it has been officially accepted and registered. For that reason the bidder must, at his own expense, make arrangements for the necessary insurance of the vehicle until such date as it has been finally accepted. ICASA reserves the right to cancel the tender should no acceptable proposal be received.

- 3.13 Any costs resulting from the preparation of the proposal shall be for the bidder's account.
- 3.14 The costs resulting from the delivery of vehicles to Johannesburg, Bloemfontein, Durban and Port Elizabeth will be for the bidders account.

4 TENDER PRICES

- 4.1 All costs that are payable by ICASA must be specified in detail by the bidder.
- 4.2 All prices and other costs quoted for in this tender, subject to specific conditions, must be fixed and valid for a period of 45 (fourty five) days from date of submission.
- 4.3 All prices must include VAT at the current rate.
- 4.4 All prices must be quoted in SA Rands.

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 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 that 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 Bidders shall, upon request arrange for a demonstration to the full satisfaction of the Manager or authorized person(s) 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 Engine

- 8.1.1 Engine should be petrol driven
- 8.1.2 Capacity (cc) – greater than 1300
- 8.1.3 Cylinders - 4
- 8.1.4 Fuel Supply – fuel injection
- 8.1.5 Fuel – leaded or unleaded
- 8.1.6 Lockable fuel cap
- 8.1.7 Power greater than 64kW at nominal revs per min
- 8.1.8 Torque greater than 100Nm at nominal revs per min
- 8.1.9 Immobiliser should be standard

8.2 Transmission

- 8.2.1 Manual, five forward gears and one reverse gear

8.3 Brakes

- 8.3.1 Front should be ventilated discs
- 8.3.2 Back can be drums

8.4 Interior

- 8.4.1 Interior courtesy light should be standard
- 8.4.2 Interior can be vinyl, preferably durable cloth
- 8.4.3 Seating capacity greater than or equal to two adults
- 8.4.4 Air ventilator and heater should be standard
- 8.4.5 Ashtray and cigarette lighter should be standard
- 8.4.6 Front inertia seat belts should be standard

8.5 Warranty

- 8.5.1 Three year or 100 000km
- 8.5.2 Three year anti corrosion, independent of area of use.

8.6 Canopy

Should:

- 8.6.1 Be compatible with the vehicle
- 8.6.2 Be of glass fibre or glass reinforced plastic material
- 8.6.3 Have side windows and flip up door at rear

8.7 General

- 8.7.1 Payload ability– greater than 500kg
- 8.7.2 Towing capacity should be greater than 400kg
- 8.7.3 Ground clearance greater than 145mm laden
- 8.7.4 Fuel tank size – 50 litre
- 8.7.5 Wheel size 13 inch or greater
- 8.7.6 Wheel rim type should be steel or alloy
- 8.7.7 Tyres must be durable steel assisted cross ply, suitable for the payload
- 8.7.8 Steering turning circle should be less than 10m

8.8 Other Specifications

- 8.8.1 Air-conditioning must be factory installed and should form an integral part of the vehicle
- 8.8.2 Radio-CD player (front load) with two speakers

9.0 SERVICE AND MAINTENANCE

Bidders shall indicate:

- 9.1 The extent and location of service facilities for the vehicle offered.
- 9.2 The service interval required on the vehicle and associated accessories.

10.0 PRESENT USE

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 vehicle offered. The technical information shall include drawings showing physical dimensions and layout of the vehicle.

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 vehicle and accessories
- 11.2.2 General specifications
- 11.2.3 Precautions, care and maintenance of vehicle

12.0 DELIVERY AND ACCEPTANCE

12.1 Final acceptance: Testing must be done after supply of all units to the specific locations. 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 by representatives of ICASA and the bidder will sign all acceptance forms.

13.0 DELIVERY DETAILS

Bloemfontein Office:	Address	–	19 Lombard Street Hilton Bloemfontein
	Contact person	–	Mr Derrac Matthew
	Telephone	–	(041) 4473001
Durban Office:	Address	-	197 North Ridge Road Morningside Durban
	Contact person	–	Mr Jeremy Edwards
	Telephone	–	(031) 2075000
Johannesburg Office:	Address	–	167 Katherine Street Pin Mill Farm Sandton Johannesburg
	Contact person	–	Mr Lincoln Goliath
	Telephone	–	(011) 3218200

Port Elizabeth Office: Address	–	63 Mangold Street Newton Park Port Elizabeth
Contact person	–	Mr Desmond Johns
Telephone	–	(041) 3962500

14.0 PAYMENT TERMS

- 14.1 Payment by ICASA will be made strictly as follows:
- 14.2 At the time of delivery of all the items supplied by the bidder, an amount of 90% of the total cost will be paid. Mutual arrangements will be made with the ICASA contact person.
- 14.3 The final 10% of the total cost will be payable after 3 (three) months of acceptable operation of the equipment, on full acceptance and on certification by a representative of ICASA.

15.0 TENDER SPECIFIC REQUIREMENTS

- 15.1 All vehicles required in the tender must preferably be supplied within 6 weeks of the award of the tender.
- 15.2 The bidder shall submit a detailed description of the supply date of each vehicle to each delivery address.

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:**

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 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