

GOVERNMENT

TENDER

BULLETIN

PRETORIA

10 January 2003

NO. 2150

**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

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 E

Pin Mill Farm

164 Katherine Street

Sandton, Gauteng Province.

by no later than 12h00 on 3/01/2003.

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

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
_____ 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:

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

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

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