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AIDS HELPLINE: 0800-0123-22 Prevention is the cure

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GENERAL NOTICE

NOTICE 2080 OF 2001



INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA

Tender ICASA-0001

**FIXED RADIO DIRECTION FINDING (DF) SYSTEM INSTALLATIONS AT
VARIOUS SITES IN GAUTENG**

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 02/11/2001.

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

Mr. Barry Smith -

Tel: (+27 12) 324 2613

Fax: (+27 12) 326 4734

E-mail: barry@icasa.org.za

INSTALLATION OF DIRECTION FINDING SYSTEMS

1 OVERVIEW

- 1.1 The INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA (ICASA), Radio Monitoring department is presently in the process of upgrading the existing Radio Monitoring System (RMS). This is being accomplished by the installation of four integrated direction finding (DF) systems, inclusive of antennas, at several locations around the Gauteng Province. The system to be installed is the Rohde & Schwarz DDF 05M digital direction finder, covering the frequency range 20 – 3000 MHz.

2 SCOPE

- 2.1 This tender addresses the acquisition of all cabling, installation of DF antennas, antenna cabling, connectors and all antenna associated and direction finding equipment, installed at the indicated sites, inclusive of any civil works and re-engineering of existing masts and antenna systems that may arise as a result of the installation.
- 2.2 For preparation of the sites, the bidder shall obtain the necessary approval from the relevant authorities for each site as well as for any work on the existing masts and antennas.
- 2.3 Approval for the Kenmare site is already obtained and a fixed price shall be submitted for this site. However the tender process shall not be delayed by the determination of the detail costs of installation on all other sites, prior to approval for the use of such a site. Instead, the tender shall include an estimated cost for each not-approved site, based on inspection, while final approval is maybe still outstanding, to be followed up later by a detailed fixed quote by the successful bidder. All other prices shall be fixed. If approval of a site is obtained prior to the submission of the tender, the price for that site shall be fixed.
- 2.4 The successful bidder is required to operate the DF systems for an inception period until such time that the operation can be taken over by ICASA. See paragraph 7.9

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 system.

- 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 3 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 for acceptance.
- 3.12 Payment for items delivered will be done in accordance with the payment schedule as set out in section 6.
- 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 as it has been finally accepted.
- 3.14 ICASA reserves the right to cancel the tender should no acceptable proposal be received.
- 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 as a result of buy backs or 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 project and planning 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 the statement of work with appropriate 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 STATEMENT OF WORK

This statement of work defines the main tasks to be performed in order to fulfil ICASA's tender requirements as set out in this document:

7.1 **Acquisition of cables:** An old quotation from Protea Electronics is attached (Annexure C) for a cable set for one 25meter DF installation. It is required that the tenderer take up this quotation with Protea as the local agent for Rohde & Schwarz, Germany for a possible local supply of the cables, prior to submission of the tender.

- A second option that could be acceptable is where a single cable set is obtained from Messrs. Rhode & Schwarz while the following three sets are supplied locally, based on knowledge obtained in order to make the deal more economical. The latter is an important requirement.

7.2 **Acquisition of Sites:** It is required that the tenderers obtain approval for the remaining three sites, preferably prior to submission of the tender. Please refer to paragraph 2.3 for details about the tendering approach for sites.

7.3 **Preparation of sites:** This will include all the required work on the sites for the specified installation of the DF units. The successful bidder shall secure the necessary approval from the relevant authorities for each site as well as for any work on the masts and antennas and be responsible for any costs associated therewith. The contractor shall also measure the noise environment of each site prior to starting of installations to ensure that noise levels are acceptable. This decision will be taken in conjunction with ICASA.

7.4 **Equipment installation:** This includes installation of all DF equipment supplied by ICASA and equipment to be supplied by the bidder.

7.4.1 The bidder must ensure that this installation will not result in the relevant safety factors of the mast(s) and installation being exceeded.

7.4.2 ICASA will supply the following equipment:

- a. 1 x ADD 070 and ADD 150 antenna system.
- b. 1 x ET 050 DF converter
- c. 1 x ET 070 DF converter
- d. 1 x EBD 060 processing unit
- e. 1 x Cabinet to house items b, c & d.
- f. 1 x Controller Unit
- g. 1 x Power supply

The tenderer must acquire all required cabling as per paragraph 7.1.

7.5 **Integration:** The DF systems must be integrated into the current Radio Monitoring System. Each site must be fully remote controlled.

7.6 **Connections:** The contractor shall arrange a 64 kb/s data line to each site. This line is required for full remote control of the DF units.

7.7 Sites information: The sites are indicated in order of priority of preferred sites.

Sites information:

Pretoria East sites			
	South	East	
1	254819	281523	WK Heights
2	254958	281705	Moreleta
3	254931	281703	Moreleta
Pretoria West sites			
1	254642	280618	Laudium
2	255045	280353	Steynberg farm
3	254742	280421	Dolomite mine
4	255027	280122	Holiday resort
Linksfield area			
1	261006	280631	Linksfield hill
2	261006	281034	Sunny Ridge
3	261014	275854	Herdershof flat building
4	261106	280354	MW Tower
5	261142	280457	Cell phone tower/water tower

Krugersdorp Kenmare Site		
1	260622	274816

7.8 Inspection and commissioning: Rohde & Schwarz Germany shall be asked to do the commissioning. This commissioning shall be arranged by the contractor as well as the arrangements for ICASA's involvement. A representative of ICASA, based on the acceptance test procedures produced shall carry out final inspection. The contractor in demonstration to ICASA will perform the required testing.

7.9 Inception period responsibilities: The contractor will be responsible to obtain all the documentation required as well as the know-how to operate the DF's for a period of at least 6 months, to be extended if necessary, before complete handover to ICASA. During this period, the contractor shall give training to ICASA personnel. The contractor shall also make himself available for training of ICASA staff at a later stage when required. During this period the system shall be integrated into whatever administration procedures and database that might exist at ICASA.

8 DELIVERY AND ACCEPTANCE

8.1 Acceptance Test Procedures must be developed beforehand by the successful bidder and delivered to ICASA for approval. These procedures shall also meet the approval of the original supplier, which shall be obtained prior to submission to ICASA.

- 8.2 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.
- 8.3 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 original supplier, prior to final delivery must do the commissioning of the system under supervision of the contractor. The contractor shall also obtain the approval for a technically correct installation from the original supplier prior to presentation to ICASA. 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.

9 PAYMENT TERMS

- 9.1 Payment by ICASA will be made strictly as follows:
- 9.2 After delivery and installation of the hardware, inclusive of all items supplied by the bidder, an amount of 50% of the total cost will be paid.
- 9.3 A further 30% 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.
- 9.4 The final 20% 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.

10 ANTENNA INSTALLATION – GENERAL CRITERIA

- 10.1 For the DF antennas to operate effectively, the core idea is that they be mounted at the top of the mast system and above any obstacles that can potentially cause degradation in the electrical performance of the DF antennas. In the case of this tender the obstacles referred to include the already installed antenna systems. The supplier of the DF antennas has indicated that this can best be accomplished by ensuring that all obstacles below the DF antenna fall within a cone of 30° (refer to Fig.1 in Annexures). This shall be a primary installation requirement. Furthermore, the bidder shall ensure that whatever mounting mechanism is installed to maintain the 30° cone above the existing antenna systems does not degrade the electrical performance of these systems.
- 10.2 In the case of possible interference from directly under the antennae, the necessary screening shall be installed. This arrangement shall be done under the advice of the relevant ICASA engineer.
- 10.3 The bidder must demonstrate their experience in the installation of masts and associated antenna equipment. The mast and antenna installation shall conform to the Standard Specifications for erection of masts and antennas as used for professional practice. All installations shall be corrosion protected.

- 10.4 The complete installation shall comply with the wind loads of the area and this precaution calculation shall be demonstrated.
- 10.5 The DF antenna system consists of two antenna elements, namely the ADD 070 and the ADD 150 assembled vertically, with the ADD 070 below the ADD 150. The antenna system is delivered inclusive of mounting components (See fig 1 in Annexures). The bidder however is to take cognisance that additional material may have to be manufactured and supplied to maintain the 30° protection cone with the existing antennas referred to in paragraph 10. The technical specifications of the antennas to be installed are contained in Annexure B.
- 10.6 The complete antenna installation shall be professionally earthed to an acceptable mast earth construction. The installation shall also comply to the specification for lightning protection of the original supplier. This installation shall be subject to inspection by an earthing/lightning specialist.

11 SITE INSPECTIONS

- 11.1 A bidders' meeting and site inspection will be held on 17/10/2001. The meeting will start at 10:00 hrs at ICASA's Central Monitoring Office, 15th floor Mutual and Federal building, 220 Vermeulen Street, Pretoria, and the site meeting will take place at the Kenmare site immediately afterwards. Prospective bidders are requested to confirm their attendance at these two events. It is expected that bidders do their own visits to the other sites. ICASA personnel are available to accompany, if for any reason necessary.
- 11.2 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.

12 TENDER SPECIFIC REQUIREMENTS

- 12.1 All work covered in the tender (including final testing and commissioning) must preferably be completed within three (3) months of award of tender.
- 12.2 The bidder shall submit a detailed project plan for the installation and commissioning phase of the project.
- 12.3 All costs relevant to the work as described in this specification, inclusive of any possible civil works to be reflected in the bidder's proposal.
- 12.4 The bidder to ensure that where applicable, the addition of all hardware falls within the safety margins of the mast concerned.
- 12.5 Where the installation is to take place on a mast located on the roof of a building or structure, the bidder to ensure that the relevant authority/owner approves the addition of such hardware and that the rooftop concerned is capable of supporting the additional load in terms of weight and wind load.
- 12.6 The bidder to make use of existing mounting material wherever possible.
- 12.7 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.

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

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

12.10 The contractor shall clearly indicate his price mark up on the acquisition of the cable set and power supplies.

GENERAL DATA

- **DF Converter Model ET 050**

Dimensions (W x H x D) 436 x 148 x 460 mm
Weight 22 kg

- **DF Converter Model ET 070**

Dimensions (W x H x D) 436 x 148 x 460 mm
Weight 22 kg

- **Processor Unit Model EBD 060**

Dimensions (W x H x D) 436 x 1192 x 460 mm
Weight 24 kg

- **Antenna dimensions and weights**

ADD 150

Dimensions (mm) 1100 diameter x 238 H
Weight 30 kg

ADD 070

340 diameter x 1200 H
90 kg

- **System Process Controller**

Dimensions (W x H x D) 178 x 427 x 506 mm
Weight 13.2 kg

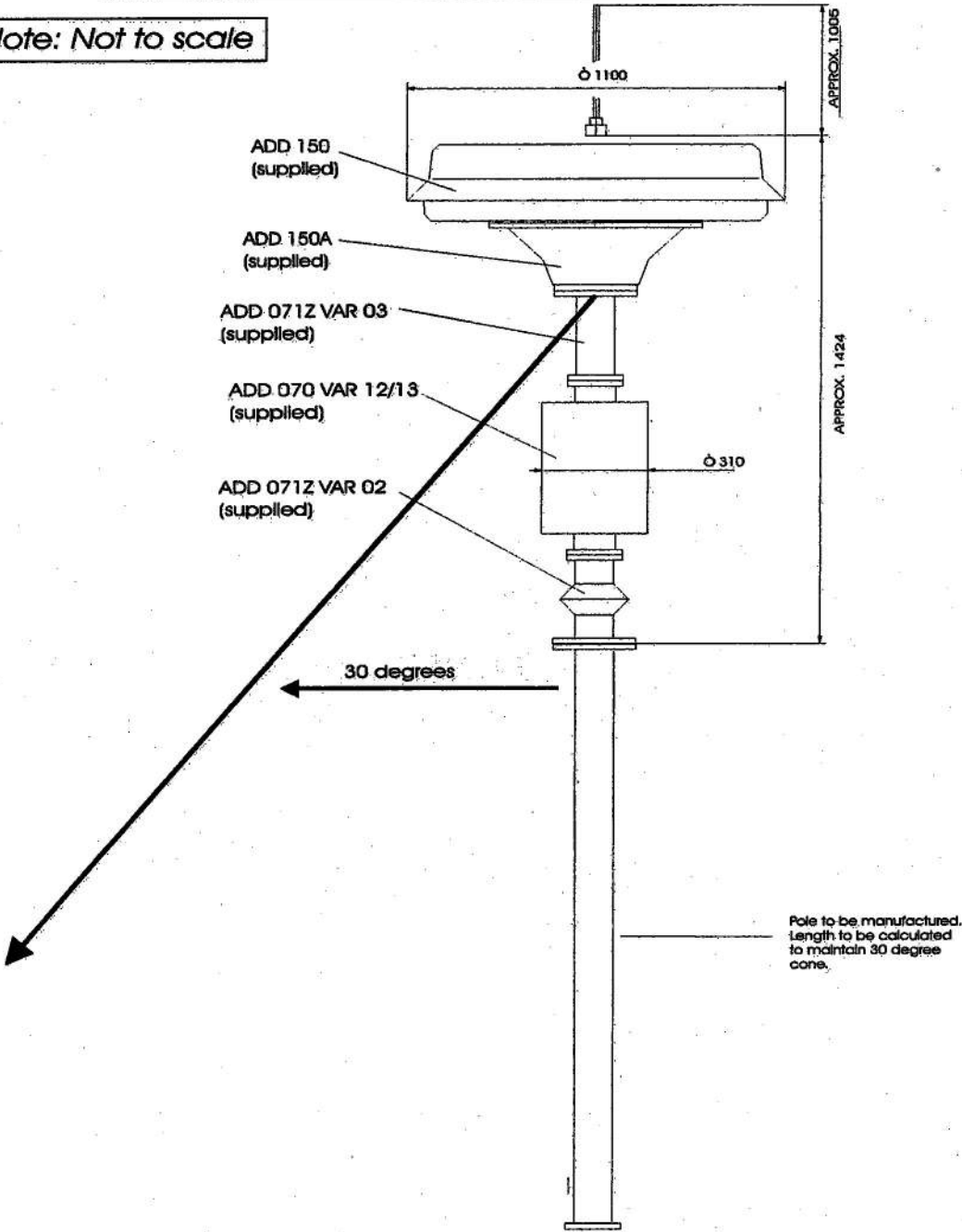
- **Power Supply**

Dimensions (W x H x D) 345 x 255 x 155 mm
Weight 10 kg

ANNEXURES

Figure 1 – ADD 150/070 antenna assembly

Note: Not to scale



Annexure B**Antenna specifications**

Antenna type	8-element circular array.
Impedance	50 Ohms
Connectors:	
DF1	N Female
DF2	N Female
DF3	N Female
Cal signal	N Female
Power supply	15 to 18 V < 1.5A
Max wind speed	200 km/h
Lightning protection	Resistant to direct lightning strikes in the mast to IEC 1024-1 Protection Level IV

Annexure C**ATTENTION MR BARRY SMITH**

Manager
Radio Monitoring
ICASA
P.O. Box 10
Pretoria
0001

2001-06-28
CF/GARF Q 1-0839
C8_0900

QUOTATION NUMBER Q 1-0839**25m CABLE SET FOR DDF05M. CONSISTING OF:**

Item 1.0 1 Only VHF/UHF Connecting Cable; 20-1300MHz; 20m;
Includes IN061 Power Supply
ROHDE & SCHWARZ TYPE DDF05xZ
IN: 4044.9509.20
Customs Tariff 8544.20.90

1 X VHF/UHF Connecting Cable; 20-1300MHz; 5m
ROHDE & SCHWARZ TYPE DDF05xZ
IN: 4044.9509.05
Customs Tariff 8544.20.90

1 X VHF/UHF Connecting Cable; 20-3000MHz; 20m
ROHDE & SCHWARZ TYPE DDF07xZ
IN: 4042.9501.20
Customs Tariff 8544.20.90

1 X VHF/UHF Connecting Cable; 20-3000MHz; 5m
ROHDE & SCHWARZ TYPE DDF07xZ
IN: 4042.9501.05
Customs Tariff 8544.20.90

Price
Ordinary Customs Duty
Value Added Tax 14 %
Inclusive

R 145 357,00
R 15 057,00
R 22 457,96
R 182 871,96

LIGHTENING PROTECTION

Item 2.0 1 Only

Lightening Protection for DDF05M Cable Set

Consisting of:

- Lightning Protection for Control Cable
- Lightning Protection for RF Cable 20MHz to 1300MHz
- Lightning Protection for RF Cable 1,3GHz to 3GHz
- Lightning Protection for IN061
- Mounting Plate for Wall Installation
- Mounting and Installation Instructions.

Customs Tariff 8535.40

Price	R 56 609,00
Ordinary Customs Duty	R 1 995,00
Value Added Tax 14 %	R 8 204,56
Inclusive	R 66 808,56

VALIDITY

30 DAYS [Valid until 2001-07-29]

AGREEMENT

This quotation is subject to the Protea Data Systems (Pty) Limited "Standard Conditions of Agreement" attached to the quotation. Should for any reason this agreement is not attached to the quotation, a copy will be supplied on request.

SHIPPING METHOD

Air

DELIVERY BASIS

Delivered

DELIVERY TIME

Approximately 18 to 20 weeks. Not firm.

QUOTATION BASIS

Exclusive of VAT. Import duties, surcharges, excise duties and any other ad valorem costs as specified in the Customs and Excise Act No 91 of 1964 and Amendments thereto, are excluded.

"Ordinary Customs Duty" means any duty specified under Part 1 of Schedule 1. "Import Surcharge" means any duty leviable under Part 4 of Schedule 1. "Ad Valorem Customs Duty" means any duty specified under Part 2, Section B of Schedule 1. However, if these ad valorem costs are quoted, they should be considered only as a guideline of the costs ruling on the date of quotation. If applicable, these amounts will be invoiced and documentary evidence provided.

RATE OF EXCHANGE EUR 1.00 = R 7.0498

Any variation from this rate of exchange on the date payment is received by us, within five (5) clear banking days the date selection will be at the discretion of Protea Data Systems (Pty) Limited, is for the account of the purchaser. The amount to be adjusted accordingly is 80% of the purchase price. The rates of exchange which will be applied will be those quoted by the bankers nominated by Protea Data Systems (Pty) Limited.

EXPORT LICENCES

Delivery and export from country/countries of origin of items requiring export licences is subject to these being granted by the governments of the country/countries of origin.

WARRANTY

1 Year.
The seller warrants products against defective material and/or poor workmanship.

PAYMENT TERMS

30 Days net on open account in Rands.

E. & O. E.

.....
R B SHARPLES
DIRECTOR

.....
C R FORBES
SYSTEMS ENGINEERING MANAGER

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 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

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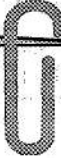
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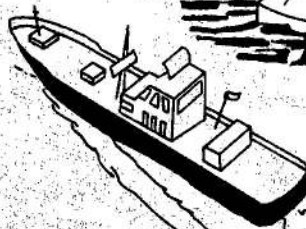
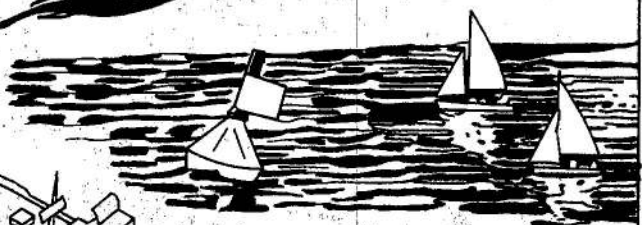
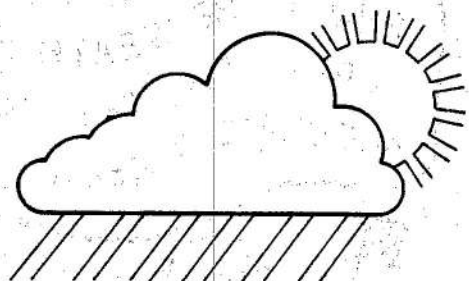
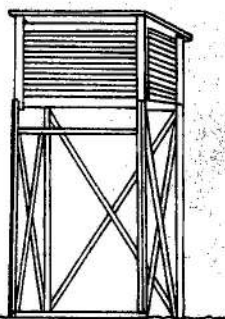
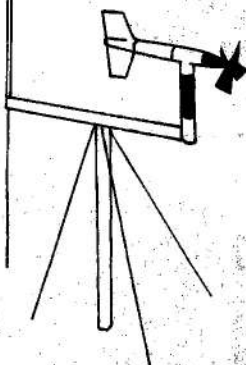
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