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GENERAL NOTICE

NOTICE 1929 OF 1998

SOUTH AFRICAN TELECOMMUNICATIONS REGULATORY AUTHORITY



**INVITATION FOR TENDERS: CONSULTANCY SERVICES FOR PROJECT
TO REPLAN THE RADIO SPECTRUM BETWEEN 3GHz AND 70 GHz –
SATRA TENDER – ST-0019**

The South African Telecommunications Regulatory Authority (SATRA) hereby calls for tenders for consultancy services for a Project to replan the radio frequency spectrum between 3GHz and 70GHz.

Tender may be posted to SATRA for the attention of Mr Mothibi Ramusi, Head: Frequency Planning, Private Bag X1 MARLBORO, 2063 or hand delivered for Mr Ramusi's attention at SATRA, BLOCK A, PIN MILL FARM, 164 KATHERINE STREET, SANDTON, **by not later than 16h00 on 16 October 1998.**

Enquiries must be directed to Mr Mothibi Ramusi at the above address or at 011-321-8245 or faxed to 011-321-8564, or e-mail: mothibi@satra.gov.za.

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1. SUMMARY

In terms of section 29 of the Telecommunications Act, 1996 (Act 103 of 1996) the South African Telecommunications Regulatory Authority (SATRA) is vested with the powers to prepare new frequency band plans from time to time.

At the same time SATRA is clearly vested with various key objectives in Section 2 of the same Act which include, amongst others, aspects such as:

- Promoting universal and affordable telecommunications.
- Promoting telecommunications in general.
- Aiding the economy through the knock on effect of the stimulation of investment and business opportunity that will emanate from providing suitable telecommunications.
- Promoting technical standards and the efficient use of the scarce national resource that is the frequency spectrum.

It is with this in mind that SATRA has recognised the fact that a further study encompassing an audit of the current utilisation of the Spectrum, technology trends and future management trends has to be undertaken mainly in the bands 3 GHz to 70 GHz. This study is being undertaken with a view to establishing a new band plan and high-level migration strategy for this area of the spectrum.

The importance of this area of spectrum is coming increasingly to the fore. This is so since it provides for much of the Fixed Services, Fixed Satellite and Mobile Satellite Services frequency spectrum requirements. These services in turn provide much of the cornerstone to the development of telecommunications and backbone services for telecommunications.

It is true that a substantial portion of these services fall within the exclusive domain of the current PSTN operator and it is therefore true that in shorter terms strong cognisance will have to be taken of the needs of this operator. It is, however, also true that within the very foreseeable future these services will become competitive in nature and so any planning actions in the short term must have due regard for future competition envisaged.

It is with backdrop in mind that SATRA now seeks assistance in gathering relevant background information on technology and frequency management trends. Furthermore SATRA seeks assistance in collating all requirements for these bands, and with consideration of the background information referred to, completing an appropriate band plan and migration strategy.

2. SCOPE

- 2.1 This specification encompasses requirements for consultancy services to assist the Republic of South Africa, under the auspices of SATRA, in the replanning of the Radio Spectrum from 3 GHz to 70 GHz. The specification sets milestones for various deliverable that are to be provided as part of the project.
- 2.2 The tender specification is divided between an initial qualification section based on the tenderers proven suitability for the task and is followed by a description on the necessary work.

3. TEAM QUALIFICATIONS

The ideal consultant team will present two qualified individuals to conduct the work. The addition of expertise in the legal, regulatory or other related specialities would be viewed as an asset as long as it is clear how these additional individuals and/or the institution they represent would add value to the project. The use of locally-based South African personnel, particularly from the historically disadvantaged community, within the project will be considered a prudent use of resources and will be viewed as adding or developing important sector and national expertise to the project team's background and work tasks.

3.1 *Project Manager/Spectrum Management and Technology Specialist*

A radiocommunications specialist, who will function as a project manager. The proposed individual must be experienced in all aspects of radio spectrum management and planning, and should have extensive familiarity with microwave radio and extensive exposure to all components of microwave radio networks, including network planning and design. An undergraduate degree in engineering is required and familiarity with developing and emerging country radiocommunications networks and country economics would be a plus.

3.2 *Business Development Analyst – Radiocommunications Market and Revenue Valuation*

A telecommunications business analyst experienced in assessing radio license markets from a financial (revenue) and marketing (business development) perspective. A graduate degree in business or at least 15 years experience in the field is required. Ideally, this individual will have experience analysing and valuing differing business ventures within the telecommunications field. Familiarity with developing and emerging country telecommunications and radiocommunications networks and country economics would be a plus.

4. CERTIFICATE OF COMPLIANCE

- 4.1 The tenderer shall indicate, section by section, whether or not his quotation complies in every respect with this specification.
- 4.2 If alternative quotations are submitted, all divergence's from this specification shall be clearly stated.

5. PREPARATION COSTS

- 5.1 All costs involved in the preparation of the bid must be borne by the bidder.
- 5.2 All prices must be quoted in South African Rands including VAT.
- 5.3 All prices and costs quoted in this tender must be fixed and valid for a period of one-year (twelve months) from the date of the tender being awarded.

6. REQUIREMENTS

6.1 Suitability for task

Evaluation of the tender will be done primarily on the basis of the statement of compliance required in accordance with section 3.1 of the specification, and the criteria listed under section 6.1.1-6.1.8.

Please note that should the tenderer fail completely on any of the points in section 6.1.1-6.1.8 SATRA reserves the right to immediately reject the bid. Supporting documentation must be such that it is possible to ascertain the validity of the claim. The weighting of each of the following item for evaluation purposes is indicated in parenthesis.

6.1.1 *Local consultant [10%]*

Preference will be given to a bidder who will operate in partnership with a South African based consultant.

6.1.1.1 *Historically Disadvantaged Consultant [15%]*

Additional credit will be granted to a bidder who will operate in partnership with a consultant coming from the Historically Disadvantaged Community to assist in portions of the tender. Please state extent and value of work that will be conducted by the partner.

6.1.1.2 Women Representation [5%]

In terms of section 2(q) of the Telecommunications Act (103/1996); which states "promote the empowerment and advancement of women in the Telecommunications industry", please state extent and value of work to be conducted by women.

6.1.2 Familiarity with ITU/RB/ITU-R/Radio Bureau and relevant country groupings [10%]

The tenderer shall have intimate experience of the operation of these international regulatory entities and their role in and influence on international frequency management. Furthermore, the tenderer should be familiar with the workings of and positions taken by various country groupings formed to operate within these international regulatory forums. Such groupings would include CITEL, CEPT, the Arab group and groupings within the Asia Pacific regions. Preferably, the tenderer should have intimate experience of this type of environment. Experience levels should be indicated and documented.

6.1.3 Familiarity with National Spectrum management and licensing procedures [6%]

The tenderer is to have had sustained contact with and participation in activities of various national regulators, especially in the field of national frequency spectrum management and radiocommunication licensing.

6.1.4 Be familiar with the process of National Spectrum reviews/Spectrum Audits [5%]

The tenderer is to provide documentation allowing its participation in at least one review/audit type exercise.

6.1.5 The tenderer has to have knowledge of radio equipment standards environment in the USA, Asia and Europe [7%]

To provide documentation indicating knowledge of various appropriate international radiocommunication standards what will facilitate knowledge of trends within the area of frequency spectrum under view.

6.1.6 The tenderer is to be aware of economic issues relating to the use of the radio spectrum [7%]

The tenderer is to detail the depth of resource economics expertise available to the tenderer, and to submit documentation on its prior involvement in a project/paper dealing with economic issues.

6.1.7 *Reference [5%]*

The tenderer shall provide at least 3 references of similar work that was undertaken during the past three years.

6.1.8 *Price mitigation [30%]*

In presenting the cost of the tender the tenderer shall indicate, if possible, innovative steps to reduce the cost burden to SATRA including what foreign aid the tenderer may be able to facilitate. This aspect, together with the overall price shall play a vital role in the evaluation of the tender.

6.2 Specific Conditions

6.2.1 *Special Visits*

The bidder to schedule a minimum of one week to accompany a representative of SATRA to a suitable international agency. SATRA will be liable for its own expenses. Please state agency and present an approximate timetable.

6.2.2 *Media*

Two of report to be provided with a copy on a macro floppy disk. Files to be in MS-Word and MS-Excel format.

6.2.3 *Copyright*

The copyright for all deliverables and document to be exclusively vested in SATRA.

6.2.4 *Confidentiality*

The tenderer to acknowledge that all information notes, diagrams etc. are to be regarded a highly confidential. Such are to be returned to the source of the information on completion of the project. Please note that documentation handed to the successful bidder by third parties maybe kept in confidence between the successful bidder and the third party until it is returned. Complete forms as per annex.

6.2.6 *Security clearance*

SATRA reserves the right to require the successful consultant to obtain security clearances. SATRA, at its expense will undertake these arrangements.

6.2.7 *Briefing*

Written queries submitted prior to the briefing session date will be discussed and the opportunity to meet local consultants will be presented. All consultants will be afforded 10 minutes to introduce themselves and distribute information packages. Those unable to attend may forward information packages for distribution on their behalf. SATRA does not warrant the correctness of the package or imply approval of any of the consultants.

6.3 First Deliverable

6.3.1 *Section A*

This will be a survey outlining future international technology trends, planned spectrum usage and long term plans.

6.3.2 *Section B*

This will be a survey outlining technology trends pertinent to the future use of the Radio Spectrum South Africa.

6.3.3 *Section C*

This will be a report highlighting the differences and compatibility between South African Spectrum utilisation and policies, its neighbouring countries, and the CEPT recommendations.

6.3.4 *Section D*

This will give a detailed identification of the issues, discussion of those issues and a conclusion relating to the most appropriate International Telecommunications Union (ITU) region within which the Republic will be placed.

6.3.5 *Presentation*

The successful bidder to perform a complete semi-public briefing/presentation of at least two hours with a further one hour being available for questions/clarification.

6.3.6 *Timetable*

This report will be submitted within two (2) months of the tender being awarded.

6.4 Second Deliverable

6.4.1 *Version 1*

This will be a proposed guideline for a future bandplan/table of allocations for the Republic of South Africa, including a preliminary strategy to affect the migration from the existing situation to the proposed. Reference must be made to all written and oral inputs received pursuant to Government Gazette No. 18883, 30 April 1998 and 18933, 27 May 1998. The document should serve as an input to a process that will culminate in the final decision to be made by SATRA in the first quarter of the year 2000.

6.4.1.1 *Timetable*

Delivery within 4 months of the tender being awarded.

6.4.1.2 *Presentation*

The successful bidder to perform a complete semi-public briefing/presentation of at least two hours with a further one hour being available for questions/clarification.

6.4.2 *Version 2*

This will be a refined version of Version 1 following industry comment and will include a high level migration strategy from the existing to the new plan. Included will be an approximate estimate of industry costs.

6.4.2.1 *Timetable*

To be submitted within 6 months of the tender being awarded.

6.4.2.2 *Presentation*

The successful bidder to perform a complete semi-public briefing/presentation of at least two hours with a further three hours being available for questions/clarification on all aspects of the tender.

6.5 Training – third deliverable

A well defined training schedule of staff must be provided showing the transition, design and maintenance for the new frequency allocation bandplan.

6.5.1 Training to be completed within 7 months of tender being awarded.

7 OPTIONS

7.1 The bidder to quote optionally on any other accessories, enhancements, videos, e.t.c. that are believed to be of relevance.

7.2 SATRA reserves the right to purchase some, none or all of the options quoted.

8 INFORMATION

8.1 Full details, in English of the items offered shall be furnished with the tender.

8.2 Failure to comply with this requirement may invalidate the tender.

8.3 The language to be used for this project will be UK English.

9. DELIVERY

9.1 Delivery will be to SATRA's office, Frequency Planning Department, 164 Katherine Street, PinMill Farm Block A, Sandton.

9.2 All deliverables shall be packed to provide adequate protection against damage in transit. The contractor shall be responsible for any damage arising from inadequate or careless packing.

10. COST TO SATRA

10.1 All costs to SATRA shall be clearly identified as follows:

10.1.1 Labour and other indirect costs

10.1.2 Direct costs (accommodation, transport, etc)

- 10.2 All costs to SATRA shall be inclusive of VAT.
- 10.3 The total price for the tenders to be quoted in South African Rands.
- 10.4 Payment schedule will be as follows:
- 10.4.1 on acceptance of first deliverance 25% of contract value:
on acceptance of second deliverable 60% of contract value:
on acceptance of third deliverance 15% of contract value.
 - 10.4.2 All costs, inclusive of travel and accommodation, may be claimed on a monthly basis with supporting documentation for the final deliverance.

Time Table for Tender Evaluation

Tender issued out	03 September 1998
Briefing session	16 September 1998 10H00, SATRA Offices, 164 Katherine Street, PinMill Farm, Block B Auditorium
Tender closes	16 October 1998
Evaluation	October 1998
Announce winner	End of October 1998

END OF SPECIFICATION

ANNEXURES

South African Telecommunications Regulatory Authority**SATRA****CONSULTANT CONFIDENTIALITY AGREEMENT**

Between:

**THE SOUTH AFRICAN TELECOMMUNICATIONS REGULATORY
AUTHORITY**

(hereinafter referred to as SATRA)

*represented by _____ who warrants
that he/she is duly authorised to conclude this agreement.*

And

(hereinafter referred to as "The Consultant")

WHEREAS SATRA may from time to time conduct enquiries in terms of the
Telecommunications Act, 1996 into matters relating to telecommunications ;
and

WHEREAS SATRA has appointed _____ as a
Consultant to conduct the aforesaid inquiry on SATRA's behalf, as contemplated
in the Telecommunications Act; and

WHEREAS both SATRA and the Consultant agree that all information obtained
by the Consultant in the course of the said inquiry remains confidential.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.

(a) The Consultant shall take all reasonable steps to minimize 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 Consultant 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 SATRA, the Consultant 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 inquiry, including, without limitation, any reference to its terms and conditions, unless required by law or enforceable legal process or any regulatory authority having jurisdiction over the Consultant.

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

SIGNED AT _____ ON THIS _____ DAY OF
_____ 1998

AS WITNESSES:

1.

ON BEHALF OF SATRA

2.

SIGNED AT _____ ON THIS _____ DAY OF
_____ 1998

AS WITNESSES:

1.

ON BEHALF OF THE
CONSULTANT

2.

TENDER FORM

1. 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 South African Telecommunications Regulatory Authority (SATRA) 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.
2. I/We agree that:-
 - (a) the offer herein shall remain binding upon me/us and open for acceptance by SATRA 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 fulfill the contract when called upon to do so, SATRA 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 SATRA and I/we will then pay SATRA any additional expense incurred by SATRA 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, SATRA 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 SATRA 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 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 fulfillment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfillment 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 TENDERER OR ASSIGNEE(s)

DATE:

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

.....

Name of tenderer

.....

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 TENDERER, THE TENDER NUMBER, THE TENDER TITLE AND THE CLOSING DATE** must be clearly endorsed. The tender must be addressed and posted to the **CHAIRMAN: SATRA, PRIVATE BAG X1, MARLBORO, 2063**, 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 South Africa.

IMPORTANT CONDITIONS

1. Failure on the part of the tenderer 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 tenderer's own conditions of tender. Failure to comply with these requirements or to renounce specifically the tenderer's 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 tenderer shall clearly state whether prices 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 study objective 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 SATRA, or persons who act on behalf of the State or SATRA or persons having a kinship with persons employed by the State or SATRA, 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 SATRA, or to persons who act on behalf of the State or SATRA, or to persons connected with or related to them, it is required that the tenderer or his authorized representative shall declare his position *vis-à-vis* the evaluating authority and/or take an oath declaring his interest, where:-

- ☐ the tenderer is employed by the State or SATRA or acts on behalf of the State or SATRA; 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.

2. Are you or any person connected with the tenderer, employed by the State or SATRA?

*YES/NO

2.1 If so, state particulars

.....

.....

.....

.....

3. Do you, or any person connected with the tenderer, have any relationship (family, friend, other) with a person employed in the department concerned or with the State Tender Board or SATRA 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 tenderer, aware of any relationship (family, friend, other) between the tenderer and any person employed by the department Concerned, State Tender Board or SATRA, or their administrations, who may be involved with the evaluation or adjudication of this tender?

*YES/NO

4.1 If so, state particulars

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SIGNATURE OF DECLARANT

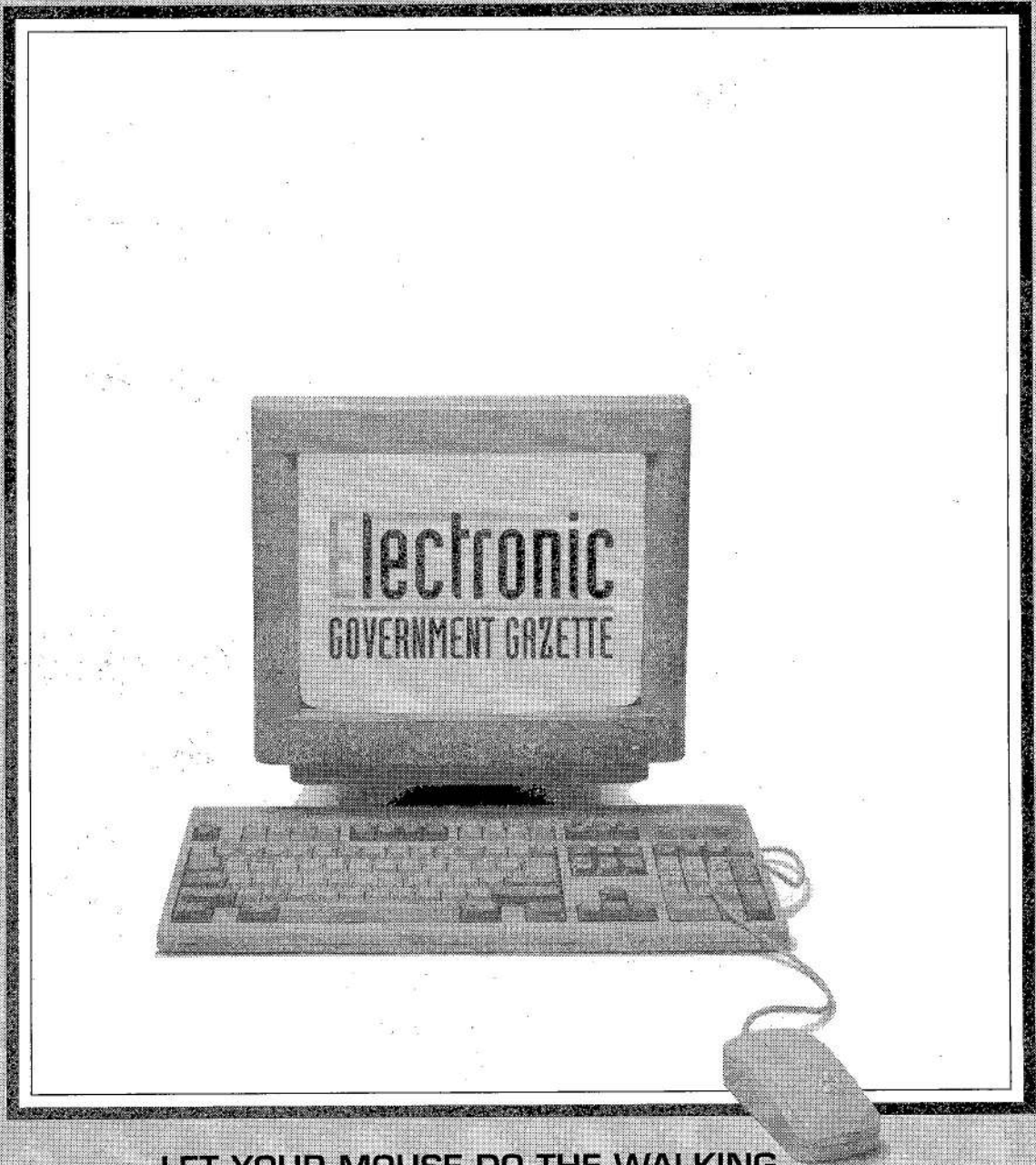
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.....
DATE

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POSITION OF DECLARANT
TENDERER

NAME OF COMPANY OR

- Delete whichever is not applicable



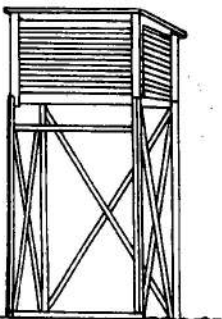
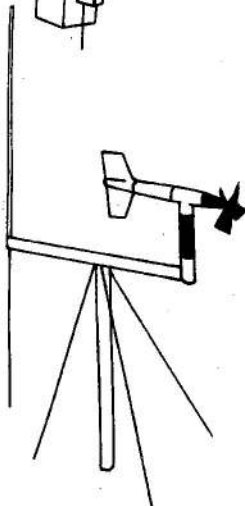
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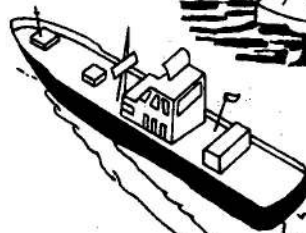
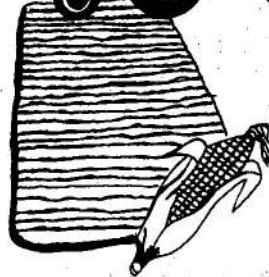
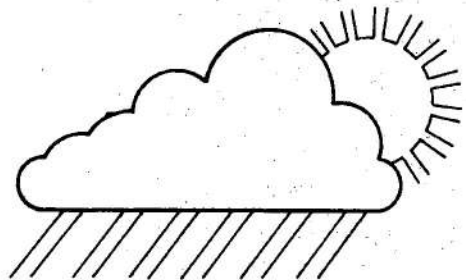
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SA WEATHER BUREAU SA WEERBURO

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SATRA Tender—ST0019

1 19221
