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GENERAL NOTICE

NOTICE 1447 OF 2002**INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA****TENDER SPECIFICATION FOR A CONSULTANT FOR THE REVIEW OF VOLUME 2 OF CHART OF ACCOUNTS AND COST ALLOCATION MANUAL (COA/CAM) IN THE MOBILE CELLULAR TELECOMMUNICATIONS SECTOR****1. OBJECTIVE**

The objective of this tender is to provide the Independent Communications Authority of South Africa ("ICASA") with detailed advice and recommendations on the revision of Volume 2 of the Chart of Accounts and Cost Allocation Manual ("COA/CAM"), which relates to the detailed requirements for mobile cellular operators in terms of Section 46 of the Telecommunications Act (No. 103 of 1996), as amended ("the Act");

2. SPECIFICATIONS

The terms of reference for this project are as follows:

Prepare COA/CAM Volume 2 to take into account:

- (a) The implications of the Act
- (b) The establishment and responsibilities of ICASA;
- (c) Any changes resulting from the revision of Volume 1.

3. BACKGROUND

In terms of their mobile cellular telecommunications service licenses, the mobile operators are required to produce regulatory accounts. Further, in terms of section 46(1) of the Act all telecommunications service licensees shall keep such accounts and records relating to the provision of their telecommunication service as may be prescribed by the Authority.

The COA/CAM sets out the accounting practices and financial reporting requirements for all telecommunications network operators. It is in this vein that ICASA requires your services in the preparation of Volume 2 thereof for specific application to the mobile cellular operators.

4. OBJECTIVES OF DETAILED REQUIREMENTS FOR MOBILE OPERATORS

These requirements for mobile operators expand on the accounting practices and financial reporting requirements that apply to all operators under the regulatory authority of ICASA. With regard to separations accounting, they are intended to fulfill the following:

4.1 Preparation of draft regulations

The draft regulations shall comprise a revised Volume 2 laying out the detailed requirements.

4.2 Evaluation of representations received

The consultant will assist with the assimilation and evaluation of representations received.

4.3 Framing of final regulations

The final regulations will incorporate inputs emanating from the representations received.

4.4 Involvement of ICASA staff

ICASA staff members should be actively involved in the process to ensure that skills transfer as well as an understanding of the processes takes place.

4.5 Completion of project

The project should be completed by the 28 February 2003.

5. REQUIREMENTS OF TENDERERS

- Experience in developing regulatory accounting framework for the mobile cellular telecommunications sector;
- Demonstrate ability to meet the above terms of reference;
- Provide a quotation;
- Indicate the earliest possible availability;
- Indicate the number of people available and the level of expertise and intended involvement for this project;
- Demonstrate a willingness to conclude a performance agreement; and
- Indicate the level of involvement of Historically Disadvantaged Individuals in the project

6. ESTIMATED DURATION OF PROJECT

The assignment will be spread over a period of between four (4) and six (6) months depending on the requirements of the evolving telecommunications regulatory regime in South Africa. The project should be completed by the 28 February 2003.

1. TENDER CONDITIONS

- 1.1** Tenderers are at liberty to submit queries on any technical aspect of the tender to ICASA. Inquiries may be directed, in writing only, to:

**Ms. Mandla Msimang
Senior Manager: Policy Analysis & Development
ICASA
164 Katherine Street
Block A, Pinmill Farm**

**Private Bag X10002
SANDTON, 2146
Republic of South Africa**

Fax: +27-11-321 8536

- 1.2** Tenderers should submit their final tender documents no later than the **11 of September 2002 on or before 16h00** to:

**Ms. Lauren Fullerton
Acting Chief Financial Officer
ICASA
164 Katherine Street
Block B, Pinmill Farm**

**Private Bag X10002
SANDTON, 2146
Republic of South Africa**

Fax: +27-11-321 8582

- 1.3** ICASA shall not be held liable for any expenditure incurred by Tenderers in preparing their proposals.

- 1.4** Tenderers shall submit the required reports on prescribed dates.

- 1.5 Tenderers shall supply the names of at least 2 (two) client references.
- 1.6 The following forms shall be completed and submitted together with the Tenders bid:
 - S1- Confidentiality Agreement
 - S2- Tender form
 - S3- Declaration of Interest
- 1.7 Tenders shall be open for acceptance for 15 (fifteen) days.
- 1.8 1(One) original and 4 (four) copies of the tender documents shall be submitted.
- 1.9 Notwithstanding any possible shortcomings in these specifications, Tenders shall ensure that the services provided for a total solution.
- 1.10 Additional information requested from tenderers by the Chairperson of ICASA shall be submitted within 7 (seven) days or the Chairperson shall have the option to disregard that applicant's tender.

2. TENDER EVALUATION CRITERIA

- 2.1 Experience in the development of appropriate Regulatory Accounts in the mobile cellular telecommunications market. **(50%)**
- 2.2 Demonstrate an understanding of the South African telecommunications sector as well as the Competition framework within the country. **(30%)**
- 2.3 Demonstrate a commitment to skills transfer towards the Authority's staff. **(20%)**

3. CONFLICT OF INTEREST

The Consultant shall declare any interest which it or its associate (e.g. firm of accountants) or a group or company has if that interest is in real or apparent conflict with its duties to be performed under this tender and shall not undertake

any services which could give rise to a conflict of interest in those circumstances. This will apply during the term of the agreement and for twelve (12) months thereafter.

4. INDEMNITY

The Consultant will be required to Indemnify ICASA against any liability arising out of its negligence in the performance of the services and infringement of copyright. ICASA will not under any circumstances provide an indemnity.

5. COPYRIGHT

ICASA shall acquire ownership of all reports, calculations, documents and other material supplied or produced by the Consultant in the performance of the Consultancy and copyright in all documentation shall vest in ICASA.

6. COMMITMENT OF STAFF RESOURCES

6.1 Key personnel of the consultant are to be designated by agreement between the consultant and ICASA, and they shall be fully committed to the Consultancy. No key personnel changes will be permitted during the course of the Consultancy unless under exceptional circumstances and only when agreed to in writing by the Chairperson of ICASA.

6.2 The Consultant shall provide the following details concerning the personnel that will be dedicated to the Consultancy:

6.2.1 Name of the relevant person

6.2.2 Curriculum Vitae (CV) of the relevant person indicating the relative experience of the person

6.2.3 Exact function to be performed by the relevant person

6.2.4 Estimated time allocated to this function

6.2.5 Hourly tariff for the relevant person

6.3 Should it happen that a member of the Consultancy who was initially supposed to be involved in the project, for whatever reason, is unable to get involved, and his replacement charges a lower hourly tariff, the contract price will be reduced accordingly.

6.4 ICASA shall, in terms of its skill development programme, allocate staff members to work with the Consultant on this project.

7. FEES

The fees quoted by the Consultant shall be all-inclusive and shall include travel and subsistence expenses to be incurred by the Consultant in respect of the Consultancy. The estimate of fees must separately indicate each kind of expense or fee for each of the deliverables.

8. PAYMENT

The Consultant must furnish detailed invoices for the work done in accordance with the fees quoted per deliverable. Payment will be made with reference to such invoices.

9. CONFIDENTIALITY

The Consultant shall agree not to disclose any information of a confidential nature that it has obtained in the course of the Consultancy. The Consultant shall be required to conclude a Confidentiality Agreement with the Authority

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