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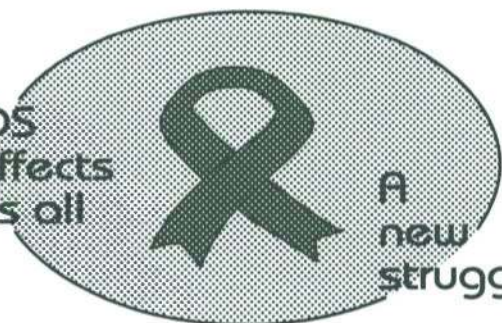
Vol. 418

PRETORIA, 3 APRIL 2000

No. 21058

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AIDS
affects
us all



A
new
struggle

Prevention is the cure

**AIDS
HELPLINE**

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DEPARTMENT OF HEALTH

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South African Telecommunications Regulatory Authority*General Notice*

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GENERAL NOTICE

NOTICE 1514 OF 2000

SOUTH AFRICAN TELECOMMUNICATIONS REGULATORY AUTHORITY



**Request for Proposal
ST - 0025**

**PUBLIC TENDER: REVIEW OF RATE REGIME
FOR PUBLIC SWITCHED TELECOMMUNICATION
SERVICES (PSTS)**

TENDER CLOSING DATE: 20 APRIL 2000

**MR HNL MAEPA, PrEng, PE, FSAAE
CHAIRPERSON - SATRA**

TENDER SPECIFICATION FOR A CONSULTANT TO REVIEW THE RATE REGIME FOR THE PROVISION OF PUBLIC SWITCHED TELECOMMUNICATION SERVICES

SCOPE

1.1 BACKGROUND

In May 1997 the Minister for Posts, Telecommunications and Broadcasting issued a licence to Telkom S.A. Ltd to provide public switched telecommunications services. The licence granted to Telkom was published in Government Gazette No. 17984 of May 1997. This licence gave Telkom exclusivity for five years on the following elements of the Public Switched Telecommunication Services:

- I. The National Long-distance Telecommunication Service;
- II. The International Telecommunication Service;
- III. The Local Access Telecommunication Service;
- IV. The Public Pay-telephone Service
- V. All or any telecommunication facilities to be used by any person for the provision of Value Added Network Services;
- VI. All or any telecommunication facilities comprising fixed lines to be used by any Operator for the provision of Mobile Telecommunication Services; and
- VII. All or any telecommunication facilities to be used by any person for the provision of any Private Telecommunication Network, other than a Private Telecommunication Network referred to in section 41(2) (b) of the Act.

The amount charged by Telkom is currently regulated according to paragraph 7 of their licence and the Ministerial Determination on Fees and Charges for Telecommunications Act, of 1996. Section 45 (2) of the Telecommunications Act states that "The manner of determining fees and charges shall be prescribed only in respect of fields where no or insufficient competition exists. This section further makes the current regime reviewable after 7 May 2000.

The review of the current Rate Regime will among others also take into account changes in the telecommunications sector that have taken place in the last three years. This would include evaluating the progress made in the tariff re-balancing exercise and improvements in technology.

1.2 OBJECTIVE OF THE PROJECT

The objective of the project is to PROVIDE SATRA with detailed advice and recommendations on a revised PSTN rate regime for South Africa as contemplated in Section 45 of the Act.

SPECIFICATION

The terms of Reference for this project are as follows:

2.1 Analysis and evaluation of the current Rate Regime

This will include a review of the charges and revenue levels for the past three years as well as the scope of control made up of among others:

- (i) Call charges
 - Local and public payphone services
 - Long distance
 - International
- (ii) Fixed charges
 - Rentals
 - Installation
- (iii) Leased lines

2.2 Preparation of a consultative document.

This consultative document will be inspired by the objectives of the review, which includes the provision of reasonable and accessible telecommunication services.

1.3 Evaluation of representations received.

The representations will be evaluated and useful suggestions be incorporated into a report of the Findings, Conclusion on the consultative process.

1.4 Framing of the final recommendations to SATRA Council.

This activity would involve the preparation of a formula for the proposed/recommended price regime. The implementation and monitoring of the proposed regime would also be outlined.

1.5 Involvement of SATRA staff

SATRA staff members should be part of the process to ensure that skill transfer as well as an understanding of the whole processes takes place.

1.6 Completion of project

The project should be completed by the 31 July 2000. This would ensure that the recommendations emanating from this process can be implemented by the 15 October 2000, the likely date on which the proposed Fixed Line tariffs for the next price control period may be filed with the Authority.

3. REQUIREMENT ON TENDERS

- Experience in projects where various price control models (including Price Capping) in Fixed Line Telecommunication were the main subject of investigation,
- Demonstrate ability to meet the above terms of reference,
- Provide a quotation, and
- Indicate the earliest possible availability

3.2 ESTIMATED DURATION OF PROJECT

Seven to eight (7-8) week's intensive work spread over a period of about four months.

3.3 COMPLETION DATE

The anticipated completion date of the project is 31 July 2000.

3.4 COMMITMENT OF STAFF RESOURCES

Key personnel of the consultant are to be designated by agreement between the Consultant and SATRA, 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 SATRA.

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

- Name of the relevant person,
- Curriculum Vitae (CV) of the relevant person indicating the relative experience of the person,
- Exact function to be performed by the relevant person,
- Estimated time allocated to this function, and
- Hourly tariff for the relevant person.

3.5 FEES

The fees quoted by the Consultant shall be all-inclusive and shall include travelling 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.

3.6 PAYMENT TERMS

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

3.7 CONFIDENTIALITY

The Consultant shall agree not to disclose any information of a confidential nature that it has obtained in the course of the Consultancy. A Consultant Confidentiality Agreement is required to be executed by the Consultant, and is attached to this document.

3.8 CONFLICT OF INTEREST

The Consultant shall declare any interest which it or its associate (e.g. firm of accountants) or a group 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 months thereafter.

3.9 INDEMNITY

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

3.10 COPYRIGHT

SATRA 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 SATRA.

4. TENDER CONDITIONS

- a) Tenders are at liberty to submit queries on any technical aspect of the tender with SATRA. Inquiries may be directed, in writing only, to:

Chairperson: Tender Committee

SATRA

Fax: +27-11-321 8547

Private Bag X1, MARLBORO, 2063, South Africa.

- b) SATRA shall not be held liable for any expenditure incurred by Tenders in preparing their proposals.
- c) Tenders shall submit the required reports on prescribed dates.
- d) Tenders shall supply the names of at least two client references.
- e) The following forms shall be completed and submitted together with the Tenders bid:
- S1- Confidentiality Agreement
 - S2- Tender form
 - S3- Declaration of Interest
- f) Closing date for tenders is 20th April 2000.
- g) One original and four copies of the Tender documents shall be submitted
- h) Notwithstanding any possible shortcomings in these specifications, Tenders shall ensure that the services provided form a total solution.
- i) Additional information requested from Tenders by the Chairperson of Tender Committee shall be submitted within 7 days or the Chairperson shall have the option to disregard that applicant's tender.

4.1 TENDER EVALUATION CRITERIA

- I. Experience in Fixed Line Telecommunications price control mechanisms.
(20%)
- II. Ability to ensure the promotion of Universal Service and Universal Access in the design of pricing strategies.
(20%)
- III. Ability to develop an appropriate model for the determination of fees and charges for a Fixed Line operator.
(40%)
- IV. Use of local consultants(s) from the historically disadvantaged community.
(20)

TENDER FORM

1. I/We hereby tender to supply all or any of the supplies and/or 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 fulfil the contract when called upon to do so, SATRA may, without prejudice to its other rights, agree to 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 that 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 **domicillum 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 Principal(s) liable for the due fulfilment of this contract.
5. I/We agree that any action arising from this contract may in all respect 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 authorised to sign the tender?

YES/NO

8. Has the Declaration of interest (S12) been duly completed and included with the other tender forms?

YES/NO

SIGNATURE(S) OF TENDER OR ASSIGNED MEMBER(S)

DATE:

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

Name of tender

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, THE TENDER NUMBER, THE TENDER TITLE AND THE CLOSING DATE must be clearly endorsed. The tender must 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 **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.

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 Boards 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

.....
.....

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 be resulting tender, or part thereof, be awarded to persons employed by the State or SATRA, or to persons connected with or related to them, it is required (that the tenderer or his authorised 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 whose 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 whose 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

.....

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

.....

.....

.....

.....

.....

.....
SIGNATURE OF DECLARANT

TENDER NUMBER

.....
DATE

.....

.....
POSITION OF DECLARANT
TENDERER

NAME OF COMPANY OR

- **Delete whichever is not applicable**

**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

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 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 -----
-----2000

AS WITNESSES:

1. -----

ON BEHALF OF SATRA

2. -----

SIGNED AT-----ON THIS -----
-----2000

AS WITNESSES:

1. -----

ON BEHALF OF THE CONSULTANT

2. -----

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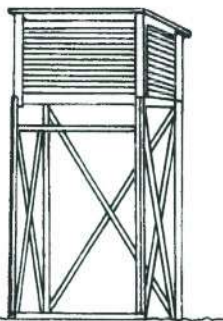
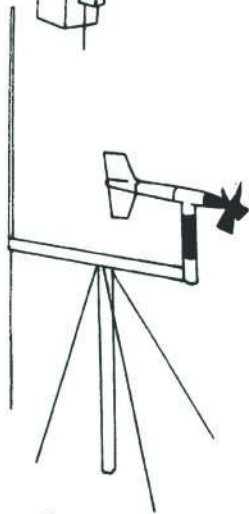


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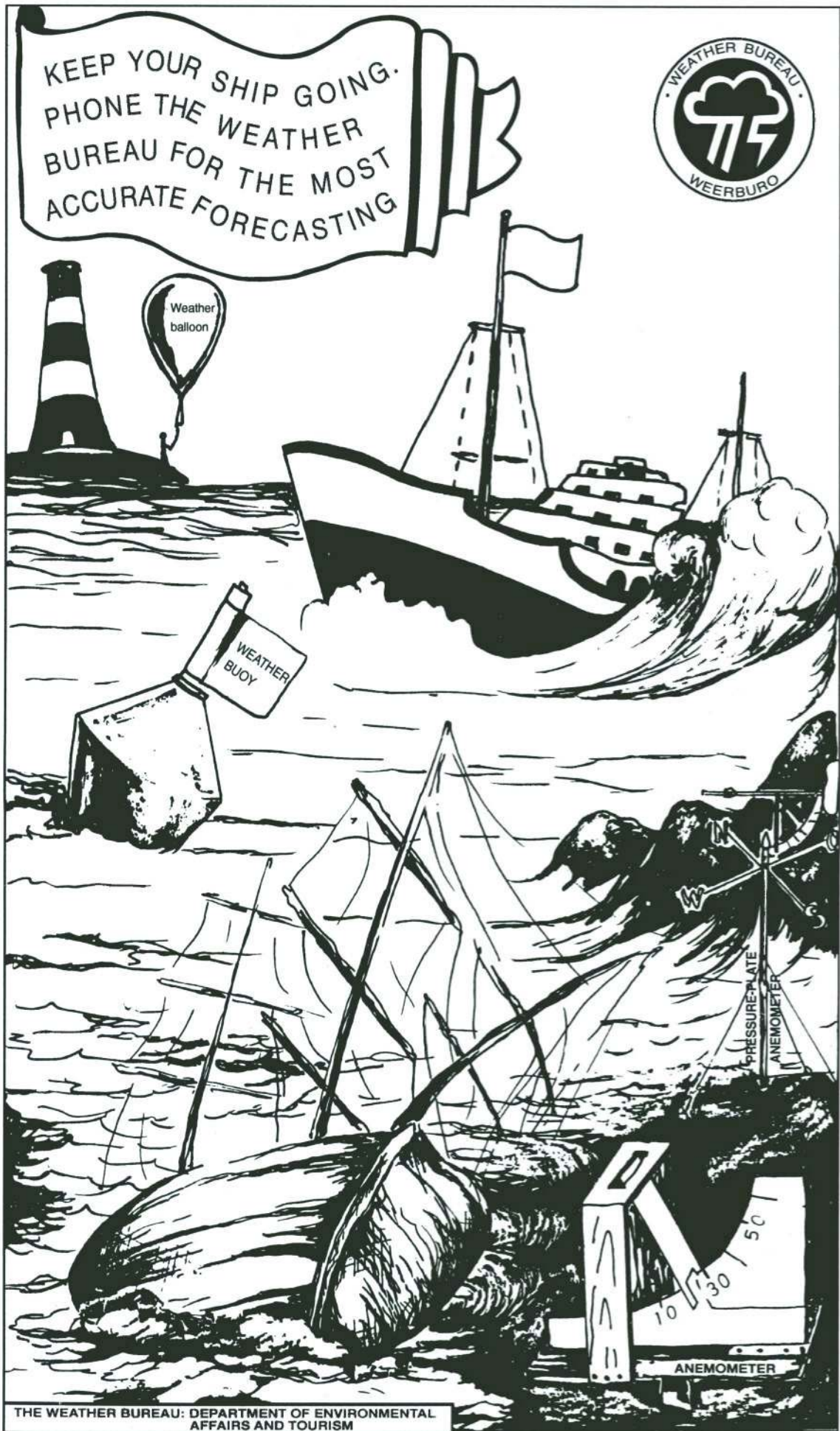
Department of Environmental Affairs and Tourism

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