



**Request for Bids for the detailed engineering design, site surveying, procurement, supply, installation, and construction of the complete Instrument Landing System (ILS) facilities and Decommissioning of the Existing ILS Installation at the Airports Company South Africa's Cape Town International, Chief David Stuurman International and George Airports for a Period not exceeding twenty-four (24) months**

<b>Bid Number:</b>	: <u>COR7866/2025/RFP</u>
<b>Issue Date</b>	: <u>20 August 2025</u>
<b>Query Closing Date</b>	: <u>09 September 2025 @ 23h59 PM</u>
<b>Virtual Compulsory Briefing</b>	: <u>25 August 2025 @ 12h00 PM</u>
<b>Compulsory Site Inspection</b>	: <div style="margin-left: 20px;">           A. Cape Town International Airport – 1 September 2025, 09h00-14h00            B. George Airport – 02 September 2025, 09h00-14h00            C. Chief David Stuurman International Airport – 05 September 2025, 09h00-14h00         </div>
<b>Bid Closing Date and Time</b>	: <u>18 September 2025 @ 12h00 PM</u>

**PART A****SBD 1: INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AIRPORTS COMPANY SOUTH AFRICA</b>					
BID NUMBER:	<b>COR7866/2025/RFP</b>	CLOSING DATE:	<b>18 September 2025</b>	CLOSING TIME:	<b>12h00</b>
DESCRIPTION	Request for Bids for the detailed engineering design, site surveying, procurement, supply, installation, and construction of the complete Instrument Landing System (ILS) facilities and Decommissioning of the Existing ILS Installation at Airports Company South Africa's Cape Town International, Chief David Stuurman International and George Airports for a Period not exceeding twenty-four (24) months.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>Tender Box A – Box will be open from 16 September from 08h00 until 18 September 12h00</b>					
North Wing Offices, 3rd Floor, O R Tambo International Airport					
Kempton Park, Johannesburg					
<b>(NB: Tender Deposit Register must be completed and signed by person depositing the bid documents)</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	<b>Zamo Dlamini</b>		CONTACT PERSON	<b>Zamo Dlamini</b>	
TELEPHONE NUMBER	<b>+27 81 711 6606</b>		TELEPHONE NUMBER	<b>+27 81 711 6606</b>	
FACSIMILE NUMBER	<b>N/A</b>		FACSIMILE NUMBER	<b>N/A</b>	
E-MAIL ADDRESS	<b>Zamo.Dlamini@airports.co.za</b>		E-MAIL ADDRESS	<b>Zamo.Dlamini@airports.co.za</b>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		

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CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES
<input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES
<input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/>
YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/>
YES <input type="checkbox"/> NO	
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>	

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**PART B****TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER MUST ENSURE THEY HAVE A FULLY COMPLETED AND SIGNED WRITTEN CONTRACT POST AWARD.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

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## 1. SECTION 1: INSTRUCTIONS TO BIDDERS

### 1.1. Access to bid documents

Tenders are available on [www.etenders.gov.za](http://www.etenders.gov.za) and [www.airports.co.za](http://www.airports.co.za). Kindly print and complete.

#### Submission of bid documents

The envelopes containing bid documents must have on the outside, the bidder's return address, the full description of the bid, bid number and the details of the Supply Chain Management department where the bid will close. The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder. Bid documents must be submitted on or before **12h00 PM on 18 of September 2025** using the following method(s):

#### 1.1.1. Hand delivery/Tender Box

The bid document must be delivered to the address below and must be addressed as follows:

##### Tender Box A

**3rd Floor  
North Wing  
ACSA Offices  
O.R. Tambo International Airport.**

1.1.2. Bidders are requested to submit both be in printed format **one original and a copies**. Both documents will be legal and binding.

### 1.2. Late Bids

Bids which are submitted after the closing date and time will not be accepted.

### 1.3. Clarification and Communication

Name:	<b>Zamo Dlamini</b>
Designation:	<b>Procurement Manager</b>
Tel:	<b>+27 81 711 6606</b>
Email:	<b>Zamo.Dlamini@airports.co.za</b>

1.3.1. Request for clarity or information on the bid may only be requested until **23h59 of 09 September 2025**. Any responses to queries or for clarity sought by a bidder will also be sent to all the other entities which have responded to the Request for Proposal/Bid /Information invitation.

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- 1.3.2. Bidders may not contact any ACSA employee on this bid other than those listed above. Contact will only be allowed between the successful bidder and ACSA Business Unit representatives after the acceptance of the letter of award bid. Contact will also only be permissible in the case of pre-existing commercial relations which do not pertain to the subject of this bid.

#### 1.4. Virtual Compulsory Briefing Session

25 August 2025 @ 12h00 PM

**Microsoft Teams** [Need help?](#)

[Join the meeting now](#)

Meeting ID: 380 579 498 466 7

Passcode: aH9Xm7qv

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#### **Dial in by phone**

[+27 21 834 0841, 490596432#](#) South Africa, Cape Town

[Find a local number](#)

Phone conference ID: 490 596 432#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

#### 1.5. Compulsory Site Inspection Session

Compulsory site inspection sessions will be held as per the following schedule:

- A, Cape Town International Airport – 1 September 2025, 09h00-14h00
- B. George Airport – 02 September 2025, 09h00-14h00
- C. Chief David Stuurman International Airport – 05 September 2025, 09h00-14h00

#### 1.6. Bid Responses

Bid responses must be strictly prepared and returned in accordance with this bid document. Bidders may be disqualified where they have not materially complied with any of ACSA's requirements in terms of this bid document. Changes to the bidder's submission will NOT be allowed after the closing date of the bid.

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All bid responses will be regarded as offers unless the bidder indicates otherwise. No bidder or any of its consortium/joint venture members may have an interest in any of the other bidder/joint venture/consortium participating in this bid.

#### 1.7. **Disclaimers**

It must be noted that ACSA reserves its right to:

- 1.7.1. Award the whole or a part of this bid;
- 1.7.2. Split the award of this bid;
- 1.7.3. Negotiate with all or some of the shortlisted bidders;
- 1.7.4. Award the bid to a bidder other than the highest scoring bidder where objective criteria allows;
- 1.7.5. To reject the lowest acceptable bid received; and/or
- 1.7.6. Cancel this bid.
- 1.7.7. This bid document may not be changed or altered in any manner, any change to the content of the bid document will lead to disqualification as it will be changing the terms and conditions of the tender.

#### 1.8. **Validity Period**

- 1.8.1. ACSA requires a validity period of hundred and twenty (120) business/working days for this bid. During the validity period the prices which have been quoted by the bidder must remain firm and valid.

#### 1.9. **Confidentiality of Information**

- 1.9.1. ACSA will not disclose any information disclosed to ACSA through this bid process to a third party or any other bidder without any written approval from the bidder whose information is sought.



1.9.2. Furthermore,

1.9.2.1 ACSA will not disclose the names of bidders until the bid process has been finalised.

1.9.2.2 Bidders may not disclose any information given to the bidders as part of this bid process to any third party without the written approval from ACSA. In the event that the bidder requires to consult with third parties on the bid, such third parties must complete confidentiality agreements, which should also be returned to ACSA with the bid.

1.10. ACSA is a National Key Points therefore has to comply with the laws prescribed by the security cluster of the Country. Bidders may be subjected to security vetting depending on the goods and/or services being provided. Where deemed necessary, ACSA will not contract with a bidder that does not comply with the security vetting requirement.

**1.11. Hot – Line**

ACSA subscribes to fair and just administrative processes. ACSA therefore urges its clients, suppliers and the general public to report any fraud or corruption to:

Airports Company South Africa TIP-OFFS ANONYMOUS

Free Call: 0800 00 80 80 or 086 726 1681

Email: **office@thehotline.co.za**



## SECTION 3: EVALUATION CRITERIA

### 3.1 Evaluation Criteria

3.1.1 ACSA will use a pre-determined evaluation criteria when considering received bids. The evaluation criteria will consider **mandatory administrative, functionality, Price and Preference**. During the evaluation of received bids ACSA will make an assessment whether all the bids comply with set minimum requirements and whether all returnable documents/information have been submitted. Bidders which fail to meet minimum requirements, thresholds or have not submitted required mandatory documents will be disqualified from the bid process.

3.1.2 The requirements of any given stage must be complied with prior to progression to the next stage. ACSA reserves the right to give bidders reasonable time to submit information that will be required in Stage 1 below.

3.2 A staged approach will be used to evaluate bids and the approach will be as follows:

Stage 1	Stage 2	Stage 3	Stage 4
Mandatory Requirements	Evaluate on functionality or the technical aspect of the bid	Evaluate price and Preference	Post tender negotiations (where applicable)

### 3.3 Stage 1: Mandatory Requirements

1. *Completed in full and signed Form of offer C1.1. for Cape Town International Airport*
2. *Completed in full and signed Form of offer C1.1. for Chief Dawid Stuurman International Airport*
3. *Completed in full and signed Form of offer C1.1. for George Airport*
4. Attendance of virtual compulsory briefing session
5. Attendance of Compulsory Site Inspection Session per Airport

### 3.3 Stage 2 Functionality

In determining the bidders capacity and capability to execute the contract/project, bidders will be evaluated on functionality. Functionality is the terminology used to define the technical ability of the Tenderer, based on experience to deliver the required product in accordance with the specialised quality, reliability and functionality.

Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. An overall minimum threshold of **72 points out of 100** must be achieved for the tender to be eligible for further evaluation on Price and Preference (90/10 split).

Functionality Evaluation Summary			
Description of Quality criteria	Weighting	Sub criteria	Sliding Scale
		Quality Score	
Company Experience	20	Company Experience	20
Experience and qualifications of key personnel	12	Project Manager	4
		Lead Engineer	4
		Installation Technician/s or Electrician/s	4
Project Implementation Plan	3	Preliminary Program	3
Product Specification & High-Level Design	30	Information from the Original Equipment Manufacturer (OEM) or Local Agent	30
OEM confirmation letter/ Agreement with OEM	35	Letter/Agreement	35
<b>TOTAL</b>			<b>100</b>

#	Selection Criteria	Max Score
<b>1</b>	<b>Company experience</b>	
1.1	Evidence of Proven company experience in successful implementation of the complete Instrument Landing System (ILS) solutions or Instrument Landing System (ILS) maintenance through contactable references.	20

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Criterion		Score
No evidence of company experience provided		0
One (1) Project		10
Two (2) Projects		15
Three (3) or more Projects		20

Proven experience must be demonstrated by means of references letters from clients. The relevant letter must be on the client's letterhead and should as a minimum contain description of the scope of work (**Implementation or Replacement of ILS solution or Maintenance of ILS**), value of contract, name of contact person and contact details (**email address**).

Reference letters missing the key information highlighted above shall be rendered invalid and shall not be considered. Purchase Orders, completion certificate and contract award letters will not be accepted as reference letters.

| **2** | **Experience of key personnel** |  |
| 2.1 | **Project Manager:**  The project manager must have adequate experience in project management of brown fields projects.  **Project management experience (Attach copies of CVs)**   | Criterion                             | Score | |---------------------------------------|-------| | No evidence of experience             | 0     | | One (1) year experience               | 1     | | More than two (2) years of experience | 2     |   **Relevant Education & Qualification (Attach copies of qualifications)** | 4 |

	<table><tr><th>Criterion</th><th>Score</th></tr><tr><td>Lower than National Diploma</td><td>0</td></tr><tr><td>National Diploma</td><td>1</td></tr><tr><td>Higher than National Diploma</td><td>2</td></tr></table>	Criterion	Score	Lower than National Diploma	0	National Diploma	1	Higher than National Diploma	2									
Criterion	Score																	
Lower than National Diploma	0																	
National Diploma	1																	
Higher than National Diploma	2																	
2.2	<p><b>Lead Engineer/s:</b></p> <p>The Lead engineer shall have design, installation, construction, testing and commissioning experience in delivery of successful Instrument Landing System solutions. <b>The details of relevant experience and qualifications shall be provided in the form of a CV and the CV shall be attached as part of the submission.</b></p> <p><b>Relevant engineering experience (Attach copies of CVs)</b></p> <table><tr><th>Criterion</th><th>Score</th></tr><tr><td>No evidence of experience</td><td>0</td></tr><tr><td>One (1) year experience</td><td>1</td></tr><tr><td>More than two (2) years of experience</td><td>2</td></tr></table> <p><b>Relevant Education and Qualification (Attach copies of qualifications)</b></p> <table><tr><th>Criterion</th><th>Score</th></tr><tr><td>Lower than BTech</td><td>0</td></tr><tr><td>BTech or Equivalent (Electrical/Electronics/Computer/Mechatronics)</td><td>1</td></tr><tr><td>More than BTech and Pr Tech Eng</td><td>2</td></tr></table>	Criterion	Score	No evidence of experience	0	One (1) year experience	1	More than two (2) years of experience	2	Criterion	Score	Lower than BTech	0	BTech or Equivalent (Electrical/Electronics/Computer/Mechatronics)	1	More than BTech and Pr Tech Eng	2	4
Criterion	Score																	
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Criterion	Score																	
Lower than BTech	0																	
BTech or Equivalent (Electrical/Electronics/Computer/Mechatronics)	1																	
More than BTech and Pr Tech Eng	2																	
2.3	<p><b>Installation Technician/s or Electrician/s:</b> The technician/s or Electrician/s shall have experience in the installation or maintenance of Instrument landing systems.</p>	4																

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	<p><b>Relevant engineering experience (Attach copies of CVs)</b></p> <table><tr><th>Criterion</th><th>Score</th></tr><tr><td>No evidence of experience</td><td>0</td></tr><tr><td>One (1) year experience</td><td>1</td></tr><tr><td>More than two (2) years of experience</td><td>2</td></tr></table> <p><b>Relevant Education and Qualification (Attach copies of qualifications)</b></p> <table><tr><th>Criterion</th><th>Score</th></tr><tr><td>Lower than Trade tested installation electrician or Millwright</td><td>0</td></tr><tr><td>Trade tested installation electrician or Millwright</td><td>1</td></tr><tr><td>More than trade tested installation electrician or Millwright: National Diploma or Equivalent (Electrical/Electronics/Instrumentation) or more</td><td>2</td></tr></table>	Criterion	Score	No evidence of experience	0	One (1) year experience	1	More than two (2) years of experience	2	Criterion	Score	Lower than Trade tested installation electrician or Millwright	0	Trade tested installation electrician or Millwright	1	More than trade tested installation electrician or Millwright: National Diploma or Equivalent (Electrical/Electronics/Instrumentation) or more	2	
Criterion	Score																	
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More than trade tested installation electrician or Millwright: National Diploma or Equivalent (Electrical/Electronics/Instrumentation) or more	2																	
<b>3</b>	<b>Project Implementation Plan (Preliminary Program)</b>																	
3.1	<p>The Bidder shall provide preliminary project implementation plan document for the contract duration ONLY for evaluation purposes. The preliminary project implementation shall contain the following which shall receive a score of one each:</p> <ul style="list-style-type: none"><li>a. Project Execution Plan</li><li>b. Project Schedule</li><li>c. Risk Management Plan</li><li>d. Stakeholder Manager Plan</li><li>e. Project Interface Matrix</li></ul> <table><tr><th>Criterion</th><th>Score</th></tr><tr><td>No project implementation plan provided</td><td>0</td></tr><tr><td>project implementation plan provided with (a/b)</td><td>1</td></tr><tr><td>project implementation plan provided with (a to e)</td><td>3</td></tr></table>	Criterion	Score	No project implementation plan provided	0	project implementation plan provided with (a/b)	1	project implementation plan provided with (a to e)	3	3								
Criterion	Score																	
No project implementation plan provided	0																	
project implementation plan provided with (a/b)	1																	
project implementation plan provided with (a to e)	3																	

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	Note: The preliminary program shall take into consideration all the three airports, namely Cape Town International Airport (CTIA), Chief Dawid Stuurman International Airport (CDSIA), and									
4	Product Specification & High-Level Design									
4.1	<div>The bidder shall provide provided the following minimum information from the Original Equipment Manufacturer (OEM) or Local Agent:<div>a. Specification brochure or technical specification or equivalent</div><div>b. Evidence of compliance with the latest International Civil Aviation (ICAO) for ILS and DME.</div><div>c. High level design document containing equipment layout, system configuration, and overview of integration of systems components.</div></div> <table><thead><tr><th>Criterion</th><th>Score</th></tr></thead><tbody><tr><td>No information provided</td><td>0</td></tr><tr><td>Information provided with minimum information (a + b)</td><td>20</td></tr><tr><td>Information provided with minimum information (a to c)</td><td>30</td></tr></tbody></table>	Criterion	Score	No information provided	0	Information provided with minimum information (a + b)	20	Information provided with minimum information (a to c)	30	30
Criterion	Score									
No information provided	0									
Information provided with minimum information (a + b)	20									
Information provided with minimum information (a to c)	30									
5	OEM confirmation letter/ Agreement with OEM									
5.1	<div>A letter from OEM to confirm that OEM will commit to the technical support and supply of the ILS system and spares. Letter must be on OEM's letterhead and displaying signature of authorised person.</div> <table><thead><tr><th>Criterion</th><th>Score</th></tr></thead><tbody><tr><td>No OEM letter</td><td>0</td></tr><tr><td>OEM letter specifying commitment to supply ILS components, supply of spares, and technical support</td><td>35</td></tr></tbody></table>	Criterion	Score	No OEM letter	0	OEM letter specifying commitment to supply ILS components, supply of spares, and technical support	35	35		
Criterion	Score									
No OEM letter	0									
OEM letter specifying commitment to supply ILS components, supply of spares, and technical support	35									
TOTAL		100								



## **BREAKDOWN**

### **3.5.1. Price and Preference**

Refer to the Pricing Schedule as outlined on NEC3 ECC

## SECTION 4: SPECIFICATIONS / SCOPE OF WORKS / TERMS OF REFERENCES

### 4.1 Background and/or Purpose of this Bid

The Instrument Landing System (ILS) is a navigational aid as required by ICAO Annex10 and SACAA CATS 139 for safety and guidance of aircraft during bad weather conditions and low visibility operations. It is a precision approach system that provides guidance to the pilots to align the aircraft with the runway and ensures that the aircraft is descending at the correct angle. The ILS technology has greatly enhanced aviation safety by enabling pilots to conduct instrument approaches with a high level of accuracy. It allows for reliable and consistent landings, reducing the risk of runway incursions, and increasing operational efficiency.

The Instrument Landing Systems (ILSs) installed at Cape Town International Airport has reached the end of its useful life as per the OEM's recommendation for a fifteen (15) year lifecycle replacement. Cape Town International Airport (CTIA) currently has two instrument landing systems (ILS) installed for runways 01 and 19 to provide guidance to aircrafts for approach and landing on the respective runways. The system uses a combination of two radio signals and high intensity lighting arrays to enable safe landing during Meteorological conditions such as low ceilings or reduced visibility due to fog, rain or blowing snow.

The 01 and 19 runways ILS systems have been previously refurbished and are now due for a full lifecycle replacement. It is imperative to adhere to the OEM recommendations on the replacement cycle of these equipment as ignoring this may render the systems obsolete and thus compromise the availability and reliability of the systems. The unavailability and unreliability of the ILS system may also lead to a downgrade of the runway category and may pose serious safety risks to aircraft users (passengers, cabin crew, and pilots).

The Instrument Landing Systems (ILSs) installed at George Airport and Chief Dawid Stuurman Airport are on a path to reach the end of their useful life.

Airport Name	ILS Operation	ILS System Type	RWY's Fitted	Year of Installation/ Refurbishment	Years of Operation to-date	Useful Life (years)
Cape Town International Airport (CTIA)	Category II	Normarc	RWY 19	2009/10	15/16	15
	Category III	Normarc	RWY 01	2009/10	15/16	15
George Airport (GRG)	Category I	Normarc	RWY 11	2013	12	15
	Category II	Normarc	RWY 29	2013	12	15
Port Elizabeth Airport (PLZ)	Category II	Normarc	RWY 08	2012	13	15
	Category II	Normarc	RWY 26	2012	13	15

The Distance Measuring Equipment (DME) which forms a key component to the functionality of the Instrument Landing is obsolete and no spares support as the Original Equipment Manufacturer has phased out the DME. The OEM has issued a letter indicating that the DMEs are phased out.

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The purpose of this bid is to source the services of the service provider for detailed engineering design, site surveying, procurement, supply, installation, and construction of the complete Instrument Landing System (ILS) facilities and Decommissioning of the Existing ILS Installation at Cape Town International Airport, Chief David Stuurman International Airport and George Airport.

## 4.2 Scope of Work

**The detailed and fully defined Scope of Works for each airport are included in the NEC ECC Contract documents:**

- Annexure A: NEC3 ECC Contract: ILS replacement at CTIA
- Annexure B: NEC3 ECC Contract: ILS replacement at CDSIA
- Annexure C: NEC3 ECC Contract: ILS replacement at GRJ

The ACSA Standards and Guidelines for Instrument Landing System document is also attached as Appendix D.

**The brief description of scope of works is outlined below:**

The scope of work for the project includes the detailed engineering design, site survey, supply, installation, testing and commissioning of the Instrument Landing System of the category specified for each of the sites at Cape Town International Airport (CTIA), Chief Dawid Stuurman Airport (CDSIA) and George Airport (GA). The scope also includes all the activities needed to ensure the successful delivery of the ILS solution at each site which includes but not limited to the following activities:

- The geographical and positioning survey study at each site to cater for terrain variation in the design, selection, and installation of the ILS at each site.
- The supply of all ancillary equipment required to realise a fully functional ILS installation. These will include all computers and servers that need to be installed at the ILS sites and the ATC.
- Berthing civil works for shelters, structures, and routings of electrical and communications cables required for the delivery of a functional ILS installation.
- Decommissioning as per ACSA's requirements of the existing ILS equipment or installation at each site.
- Operator training to the Air Traffic Controller Operators.
- Maintenance training to ACSA appointed Maintenance Contractor.
- Provision of the minimum spare holding to meet the specified availability.

The required ILS operation per airport is outlined on the table below.

Airport Name	RWY's Fitted	Current ILS Operation	New ILS Operation
Cape Town International Airport (CTIA)	RWY 19	Category II	Category III
	RWY 01	Category III	Category III
George Airport (GRG)	RWY 11	Category I	Category III ready
	RWY 29	Category II	Category III ready
Chief David Stuurman International Airport (CDSIA)	RWY 08	Category II	Category III ready
	RWY 26	Category II	Category III ready

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The Category III ready ILS systems will be operated at the current ILS Category of operation in line with the licensing requirements. The Category III ready system is designed to meet the stringent requirements of Category III operations but use in lower operations of category. This ensures operational readiness for the airports in the case where Category III operations is required. This technology readiness is required noting the unpredictable weather patterns and noting the useful life of the asset of 15 years

The contractor shall be required to provide operator and maintenance training to ACSA's appointed contractor, as well as maintenance training to ACSA personnel. The maintenance contract does not form part of this tender, however, the estimated maintenance cost over the anticipated operational life of 15 years shall form part of the tender evaluation criteria. ACSA will award this contract based on the TOTAL COST OF OWNERSHIP (TCO), that is CAPEX and OPEX.

It is the responsibility of the contractor to ensure that the proposed solution power requirements are met by tapping electrical power from the power tap-off provided by ACSA. The electrical reticulation design for the supply of ILS equipment which also includes protection instruments and equipment and ability to switch over to back-up power in the event of grid failure shall be approved by an electrical engineering professional. All civil works shall also be signed off by a relevant civil engineering professional.

## SECTION 5: RETURNABLE DOCUMENTS

### 4.1 Mandatory Returnable documents

ACSA will disqualify from the bid process any bidder that has failed to submit mandatory returnable documents and information. Bidders should therefore ensure that all the mandatory returnable documents and information have been submitted. In order to assist bidders, ACSA has also included a column next to the required mandatory document and information to enable bidders to keep track of whether they have submitted or not.

RETURNABLE DOCUMENTS AND INFORMATION	MANDATORY	ADMINISTRATIVE	SUBMITTED [Yes]
<i>SBD 3.3: Priced offer<sup>i</sup></i>	X		
<i>SBD 4 Bidder's Disclosure Form</i>	X		
<i>Completed in full and signed Form of offer C1.1. for Cape Town International Airport</i>	X		
<i>Completed in full and signed Form of offer C1.1. for Chief Dawid Stuurman International Airport</i>	X		
<i>Completed in full and signed Form of offer C1.1. for Geore Airport</i>	X		
<i>Attendance of Compulsory Briefing Session</i>	X		
<i>Attendance of Compulsory Site Inspection Session</i>	X		

### 4.2 Other Returnable Documents and information

These types of documents and information are required but are not mandatory or are only mandatory at specific stages of the process. ACSA may request bidders to submit these documents or information after

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the closing date and time or might already have them on the system. Where a document or information is only mandatory at a specific stage in the process, ACSA may only disqualify a bidder for non-submission at that stage and after reasonable efforts were made to request the document from the bidder.

The other returnable documents listed in the table follows:

RETURNABLE DOCUMENTS AND INFORMATION	MANDATORY	ADMINISTRATIVE	SUBMITTED [Yes]
<i>Declaration of Interest Form and Politically Exposed Persons</i>			
<i>SBD 6.1 Preference Points Claim Form</i>			
<i>Confidentiality and Non-Disclosure Agreement</i>			
<i>BEE Certificate and Scorecard or BBBEE QSE/EME Affidavit</i>		X	
<i>Verifiable medical certificate of report as proof of disability (For preference claims)</i>		X	
<i>Tax Pin number (ACSA may not award to a bidder whose tax affairs have not been declared to be in orders by SARS)</i>		X	
<i>Certificate of Incorporation of the bidding entity showing ownership split</i>		X	
<i>Central Supplier Database Report (CSD)</i>		X	
<i>VAT Questionnaire</i>		X	
<i>ACSA Terms and Conditions</i>		X	
<i>Total Cost of ILS Replacement cross the 3 airports (Cape Town International Airport + Chief Dawid Stuurman Airport + George Airport)</i>		X	
<i>Total Cost of Ownership (TCO) – Defined as the Total Cost of Ownership of an asset refers to the complete, lifecycle cost of acquiring, operating, maintaining, and eventually disposing of the asset.</i>		X	

#### 4.3 Validity of submitted information

Bidders must ensure that all conditions, documents and information which has been submitted in pursuance to this bid remains valid for the duration of the contract period. In the event where a validity document expires an updated document must be submitted. The duty is on the bidder to provide updated information to ACSA immediately after such information has changed.

## SECTION 5: RETURNABLE DOCUMENTS

### 5.1 DECLARATION OF INTEREST AND POLITICALLY EXPOSED PERSONS FORM

**Making a Declaration (*Please provide as a returnable document I.D. document for Directors / Trustees / Members / Shareholders and Senior management of the bidding entity*)**

Any legal person or persons having a relationship with persons employed by ACSA, including a blood relationship, may submit a bid in terms of this tender document. In view of possible allegations of unfairness, should the resulting bid, or part thereof, be awarded to persons connected with or related to ACSA employees, it is required that the bidder or his/her authorised representative declare his/her position in relation to ACSA employees or any member of the evaluation or adjudication committee which will consider bids.

ACSA requires all bidders to declare that they have not acted in any manner inconsistent with the law, policy, or fairness. Furthermore, ACSA requires bidders to declare if they have Politically Exposed Persons (PEP) also known as Domestic Prominent Influential Persons (DPIP) in their organisation. See below definition of PEP/DPIP.

Politically Exposed Persons or DPIP are individuals who are or have been entrusted with prominent public functions in the country or a foreign country, for example Heads of State or of government, senior politicians, senior government, judicial or military officials, senior executives of state-owned corporations, important political party officials. Business relationships with family members or close associates of PEPs involve reputational risks similar to those with PEPs themselves. PEP status in the following areas shall be declared:

- Current or former senior official in the executive, legislative, administrative, military, or judicial branch of government or foreign government (elected or not)
- A senior official of a major political party or major foreign political party;
- A senior executive of government owned commercial enterprise
- or a foreign government owned commercial enterprise, being a corporation, business or other entity formed by or for the benefit of any such individual;
- A related and or inter-related immediate member of such individual; meaning spouse, parents, siblings, children, and spouse's parents or siblings etc

#### 5.1.1 All bidders must complete a declaration of interest form below:

Full name of the bidder or representative of the bidding entity

Identity Number

Position held in the bidding entity

Registration number of the bidding entity

Tax Reference number of the bidding entity

VAT Registration number of the bidding entity

I/We certify that there is / no PEP/DPIP conflict of interest/ no relationship between the bidding entity or any of its shareholders / directors / owner / member / partner/ senior management with any ACSA employee or official.

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Where a relationship or PEP/DPIP conflict of interest exists, please provide details of the ACSA employee or official and the extent of the relationship below:

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### PEP/DPIP Declaration

DPIP/PEP Declaration for self/family member or close associate:

Nature of Political Exposure	Term of the office	Description of activities relating to political exposure

Full Names of Directors / Trustees / Members / Shareholders/ Senior Management of the bidding entity

Full Name	Identity Number	Personal Income Tax Reference Number

5.1.2.I/We declare that we have not acted in any manner which promotes unfairness, contravenes any law or is against public morals. We further certify that we will in full compliance of this tender terms and conditions as well as ACSA policies in the event that we are successful in this tender.



**Declaration:**

I/We the undersigned \_\_\_\_\_ (Name) hereby certify that the information furnished in this tender document is true and correct. We further certify that we understand that where it is found that we have made a false declaration or statement in this tender, ACSA may disqualify our bid or terminate a contract we may have with ACSA where we are successful in this tender.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of bidder

## 5. 2 BIDDER'S DISCLOSURE FORM SBD 4

### BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

#### 2. Bidder's declaration in respect of employees of the State

- 2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by the state? **YES/NO**

If so, furnish particulars of the names, individual identity numbers, in table below.

Full Name	Identity Number	Name of State institution

### 3. Bidders' disclosure in respect of independent bidding

I, the undersigned, ..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.





I CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT AND ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS INFORMATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position/ Designation

.....  
Name of bidder

### **5.3 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 SBD 6.1**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

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#### **1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

#### **1.2 To be completed by the organ of state**

The applicable preference point system for this tender is the **90/10** preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals / Preference .

#### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS / PREFERENCE	10*
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

*\*Documented proof is listed on the returnable table above*

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

##### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

##### 90/10

$$P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{min}$  = Price of lowest acceptable tender

#### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

##### 3.2.1. POINTS AWARDED FOR PRICE

A maximum of 90 points is allocated for price on the following basis:

##### 90/10

$$P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

<b>Specific Goals</b>	<b>Number of points (90/10 system)</b>
<b><i>B-BBEE Status Level 1</i></b>	<b>5</b>
<b><i>B-BBEE Status Level 2</i></b>	<b>4.5</b>
<b><i>B-BBEE Status Level 3</i></b>	<b>4</b>
<b><i>B-BBEE Status Level 4</i></b>	<b>3</b>
<b><i>B-BBEE Status Level 5</i></b>	<b>2</b>
<b><i>B-BBEE Status Level 6</i></b>	<b>0.5</b>
<b><i>B-BBEE Status Level 7</i></b>	<b>0.3</b>
<b><i>B-BBEE Status Level 8</i></b>	<b>0.1</b>
<b><i>Black youth majority-owned entities</i></b>	<b>5</b>
<b><i>Non- compliant contributor</i></b>	<b>0</b>
<b><i>Total</i></b>	<b>10</b>

d

### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem*

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- (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

	.....
	<b>SIGNATURE(S) OF TENDERER(S)</b>
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

**Form 5.5: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

between

**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

(Registration No. 1993/004149/30)

**(“Airports Company”)**

of

Western Precinct, Aviation Park

O.R. Tambo International Airport

1 Jones Road

Kempton Park

1632

**AND**

**[NAME OF SERVICE PROVIDER]**

(Registration No: \_\_\_\_\_)

(“\_\_\_\_\_”)

of

[Service Providers Address]

**1. INTERPRETATION**

In this agreement -

- 1.1 "confidential Information" – is information which is confidential to the disclosing party, and includes whether in written, graphic, oral, proprietary, tangible, intangible, electronic or other form, and, -
  - 1.1.1 any information in respect of know-how, formulae, statistics, processes, systems, business methods, marketing, trading and merchandising methods and information, promotional and advertising plans and strategies, pricing, financial plans and models, inventions, long-term plans, research and development data, user or consumer/ customer data and profiles, ideas, computer programmes, drawings and any other information of confidential nature of the disclosing party, in whatever form it may be;
  - 1.1.2 the contractual business and financial arrangements of the disclosing party and others with whom it has business arrangements of whatever nature;

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- 1.1.3 all information peculiar to the business of the disclosing party which is not readily available to a competitor of the disclosing party in the ordinary course of business;
- 1.1.4 the fact of and content of any discussions between the disclosing party and the receiving party as well as the existence and content of any agreement, which may be concluded between the disclosing party and the receiving party;
- 1.1.5 all other matters of a confidential nature which relate to the disclosing party's business;
- 1.1.6 generally, information which is disclosed in circumstances of confidence or would be understood by the parties, exercising reasonable business judgement, to be confidential;
- 1.1.7 all information of whatsoever nature relating to the disclosing party as contemplated in 2.1 below;
- but does not include information which -
- 1.1.8 is or hereafter becomes part of the public domain, otherwise than as a result of a breach or default of the receiving party or of a representative or affiliate of the receiving party;
- 1.1.9 can be shown to have been lawfully in the possession of the receiving party or its affiliates or consultants prior to its disclosure and is not subject to an existing agreement between the disclosing party and the receiving party;
- 1.1.10 is acquired by the receiving party independently from a third party who lawfully acquired such information without restriction and who had not previously obtained the confidential information directly or indirectly under a confidentiality obligation from the disclosing party;
- 1.1.11 is acquired or developed by the receiving party independently of the disclosing party and in circumstances which do not amount to a breach of the provisions of this agreement;
- is disclosed or released by the receiving party to satisfy an order of a court of competent jurisdiction or to otherwise comply with the provisions of any law or regulation in force at the time or the requirements of any recognised stock exchange; provided that, in these circumstances, the receiving party shall inform the disclosing party of the requirement to disclose prior to making the disclosure and provided further that the receiving party will disclose only that portion of the confidential information which it is legally required to so disclose; and the receiving party will use its reasonable endeavours to protect the confidentiality of such information to the widest extent lawfully possible in the circumstances (and shall co-operate with the disclosing party if it elects to contest any such disclosure);

For the purposes of this agreement the party, which discloses confidential information, shall be referred to as "the disclosing party" and the party, which receives the confidential information, shall be referred to as "the receiving party".

- 1.2 "“affiliate” –of a Party means any person, now or hereafter existing, who directly or indirectly controls, (*holding company*) or is controlled or is under common control of such Party (subsidiary company); a Person “controls” another person if it holds or is beneficially entitled to hold , directly or indirectly, other than by way of security interest only, more than 50% of its voting , income or capital;
- 1.3 “disclosing party” – the party disclosing confidential information in terms of this agreement and being Airports Company;
- 1.4 “receiving party” – the party receiving confidential information in terms of this agreement;
- 1.5 “the parties” – the Airports Company and \_\_\_\_\_.

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Airports Company South Africa SOC Ltd Reg No 1993/004149/30 VAT no 4930138393

## 2. **INTRODUCTION**

- 2.1 The parties intend to provide each other with certain information pertaining to their operations and the parties are in the process of discussing certain matters with a view to concluding an agreement ("the potential agreement"), which discussions have required and will require the disclosure to one another of information of a proprietary, secret and confidential nature. Whether or not the parties conclude the potential agreement will not affect the validity of this agreement.
- 2.2 If the confidential information so disclosed is used by the receiving party for any purpose other than that for which its use is authorised in terms of this agreement or is disclosed or disseminated by the receiving party to another person or entity which is not a party to this agreement, this may cause the disclosing party to suffer damages and material financial loss.
- 2.3 This agreement shall also bind the parties, notwithstanding the date of signature hereof, in the event that either party shall have disclosed any confidential information to the other party prior to date of signature hereof.
- 2.4 The parties wish to record the terms and conditions upon which each shall disclose confidential information to the other, which terms and conditions shall constitute a binding and enforceable agreement between the parties and their agents.

## 3 **USE OF CONFIDENTIAL INFORMATION**

Any confidential information disclosed by the disclosing party shall be received and used by the receiving party only for the limited purpose described in 2.1 above and for no other purpose.

## 4 **NON-DISCLOSURE**

- 4.1 THE RECEIVING PARTY undertakes that –
- 4.1.1 it will treat the disclosing party's confidential information as private and confidential and safeguard it accordingly;
- 4.1.2 it will not use (except as permitted in 3 above) or disclose or release or copy or reproduce or publish or circulate or reverse or engineer and/or decompile or otherwise transfer, whether directly or indirectly, the confidential information of the disclosing party to any other person or entity; and the receiving party shall take all such steps as may be reasonably necessary to prevent the disclosing party's confidential information falling into the hands of unauthorised persons or entities;
- 4.1.3 it shall not disclose the confidential information of the disclosing party to any employee, consultant, professional adviser, contractor or sub-contractor or agent of the receiving party (collectively referred to herein as "representative") or an affiliate of the receiving party, nor shall they be given access thereto by the receiving party -
- 4.1.4 unless it is strictly necessary for the purposes referred to in 2.1 above; and
- 4.1.5 the receiving party shall have procured that the representative, affiliate or consultant to whom or to which such information is disclosed or made available shall have agreed to be bound by all the terms of this agreement, and, in such event, the receiving party hereby indemnifies the disclosing party against any loss, harm or damage which it may suffer as a result of the unauthorised disclosure of confidential information by a representative, affiliate or consultant.

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- 4.2 Any documentation or written record or other material containing confidential information (in whatsoever form) which comes into the possession of the receiving party shall itself be deemed to form part of the confidential information of the disclosing party. The receiving party shall, on request, and in any event if the discussions referred to in 2.1 above should not result in an agreement, return to the disclosing party all of its confidential information which is in physical form (including all copies) and shall destroy any other records (including, without limitation, those in machine readable form) as far as they contain the disclosing party's confidential information. The receiving party will, upon written or oral request from the disclosing party and within five (5) business days of the disclosing party's request, provide the disclosing party with written confirmation that all such records have been destroyed.

## 5. **COPIES**

- 5.1 The receiving party may only make such copies of the disclosing party's confidential information as are strictly necessary for the purpose and the disclosures which are not in breach of this agreement and authorised in terms of this agreement. The receiving party shall clearly mark all such copies as "Confidential".
- 5.2 At the written request of the disclosing party, the receiving party shall supply to the disclosing party a list showing, to the extent practical –
- 5.2.1 where copies of the confidential Information are held;
  - 5.2.2 copies that have been made by the receiving party (except where they contain insignificant extracts from or references to confidential information) and where they are held; and
  - 5.2.3 the names and addresses of the persons to whom confidential information has been disclosed and, if applicable, a copy of the confidentiality undertaking signed by such persons complying with the provisions of this agreement.

## 6. **THE USE OF THE COMPANY'S INTELLECTUAL PROPERTY**

- 6.1 The receiving party shall not use any intellectual property of the Company (including trademarks, service marks, logos, slogans, trade names, brand names and other indicia of origin) (collectively, the "**Company IP**") for any reason whatsoever without first obtaining the Company's prior written consent which consent the Company shall be entitled to grant solely at its own discretion.
- 6.2 If the receiving party requires the use of such Company IP, a request must be sent to: **chris.dikeni@airports.co.za**. Each single request by the same receiving party shall be treated as a new request.
- 6.3 Should the Company provide its consent in terms of clause 6.1 above, the receiving party shall comply with the Company's policies and standards with regard to the use of the Company IP. Such policies and standards shall be communicated to the receiving party at the time the Company grants the consent to the receiving party.
- 6.4 Failure to adhere to the provisions of this clause 6 or the policies, brand requirements and protocols that will be communicated by the Brand Custodians Office to the receiving party, shall result in the penalty equal to the value of 2% (two per cent) of the receiving party's annual turnover in the financial year in which the aforesaid failure occurred.

7. **DURATION**

- 7.1 Subject to Clause 2.3 this agreement shall commence or shall be deemed to have commenced on the date of signature of this agreement by the last party to sign the agreement.
- 7.2 This agreement shall remain in force for a period of **5** years ("the term"), or for a period of one (1) year from the date of the last disclosure of confidential information to the receiving party, whichever is the longer period, whether or not the parties continue to have any relationship for that period of time.

8. **TITLE**

- 8.1 All confidential information disclosed by the disclosing party to the receiving party is acknowledged by the receiving party:
- 8.1.1 to be proprietary to the disclosing party; and
- 8.1.2 not to confer any rights to the receiving party of whatever nature in the confidential information.

9. **RELATIONSHIP BETWEEN THE PARTIES**

- 9.1 The disclosing party is not obliged, by reason of this agreement, to disclose any of its confidential information to the receiving party or to enter into any further agreement or business relationship with the receiving party. Nothing herein shall imply or create any exclusive relationship between the Parties or otherwise restrict either Party from pursuing any business opportunities provided it complies at all times with the non-disclosure obligations set forth herein
- 9.2 The disclosing party retains the sole and exclusive ownership of intellectual property rights to its confidential information and no license or any other interest in such confidential information is granted in terms hereof or by reason of its disclosure.
- 9.3 The termination of the discussions referred to in 2.1 above shall not release the parties from the obligations set out in this agreement.

10. **ENFORCEMENT, GOVERNING LAWS AND JURISDICTION**

- 10.1 This agreement shall be governed by and interpreted according to the laws of the Republic of South Africa, without reference to the choice of laws' provisions of the Republic of South Africa. In the event of a conflict between or inconsistency in the laws applicable in the various provinces of the Republic of South Africa, the law as applied and interpreted in the Gauteng Province shall prevail.
- 10.2 The parties irrevocably submit to the exclusive jurisdiction of the High Court of South Africa, Witwatersrand Local Division, in respect of any action or proceeding arising from this agreement.
- 10.3 The parties agree that, in the event of a breach of this agreement, monetary damages would not be an adequate remedy. In the event of a breach or threatened breach of any provisions of this agreement by the receiving party, the disclosing party (and/or its relevant affiliate) shall be entitled to injunctive relief in any court of competent jurisdiction and the receiving party shall reimburse the disclosing party for any costs, claims, demands or liabilities arising directly or indirectly out of a breach. Nothing contained in this agreement shall be construed as prohibiting a party or its affiliate from pursuing any other remedies available to it for a breach or threatened breach.
- 10.4 The failure by the disclosing party to enforce or to require the performance at any time of any of the provisions of this agreement shall not be construed to be a waiver of such provision, and shall not affect either the validity of this agreement or any part hereof or the right of the disclosing party to enforce the provisions of this agreement.

11. **DOMICILIUM**

- 11.1 The parties choose as their *domicilium* the addresses indicated in the heading to this agreement for the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purpose arising from this agreement.
- 11.2 Each of the parties shall be entitled from time to time, by written notice to the other, to vary its domicile to any other address which is not a post office box or poste restante.
- 11.3 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.
- 11.4 Any notice given and any payment made by one party to the other ("the addressee") which:
- 11.4.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicile for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;
  - 11.4.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicile for the time being shall be presumed, until the contrary is proved, to have been received by the addressee on the fourth day after the date of posting;
  - 11.4.3 is transmitted by facsimile to the addressee's receiving machine shall be presumed, until the contrary is proved, to have been received within one (1) hour of transmission where it is transmitted during normal business hours or, if transmitted outside normal business hours, within one (1) hour of the resumption of normal business hours on the next normal business day.

12. **GENERAL**

- 12.1 No party shall be bound by any representation, warranty, undertaking, promise or the like not recorded in this agreement.
- 12.2 No addition to, variation or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 12.3 Any indulgence which either party may show to the other in terms of or pursuant to the provisions contained in this agreement shall not constitute a waiver of any of the rights of the party which granted such indulgence.
- 12.4 The parties acknowledge that this agreement and the undertakings given by it in terms hereof are fair and reasonable in regard to their nature, extent and period and go no further than is reasonably necessary to protect the interests of the parties.
- 12.5 The parties hereby confirm that they have entered into this agreement with full and clear understanding of the nature, significance and effect thereof and freely and voluntarily and without duress.
- 12.6 Neither party shall have the right to assign or otherwise transfer any of its rights or obligations under this agreement.
- 12.7 This agreement may be executed in several counterparts that together shall constitute one and the same instrument.
- 12.8 In this agreement, clause headings are for convenience and shall not be used in its interpretation.
- 12.9 Each clause of this agreement is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause shall not affect the balance of the clauses which shall remain in full force and effect.

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SIGNED at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_

\_\_\_\_\_  
**AIRPORTS COMPANY SOUTH AFRICA SOC  
LIMITED**

the signatory warranting that he is duly authorised  
thereto.

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**AS WITNESSES**

1. \_\_\_\_\_

2. \_\_\_\_\_

SIGNED at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_

\_\_\_\_\_  
**[NAME OF SERVICE PROVIDER]**

the signatory warranting that s/he is duly authorised  
thereto.

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**AS WITNESSES**

1. \_\_\_\_\_

2. \_\_\_\_\_

## FORM 5.6: ACCEPTANCE OF TERMS AND CONDITIONS OF RFP AND BIDDER'S PARTICULARS

When responding to this bidder, the bidder is assumed to have accepted the terms and conditions listed below:

TO: Airports Company South Africa SOC Limited (ACSA)

Airports Company South Africa Limited.

Proposal No: \_\_\_\_\_

### 1. Bidder's Name and Contract Details

Bidder:	
Physical Address:	
Correspondence to be addressed to:	
Phone numbers:	
Email Address:	
Contact Person:	

### 2. Proposal Certification

We hereby submit a Proposal in respect of the provision of a detailed engineering design, site surveying, procurement, supply, installation, and construction of the complete Instrument Landing System (ILS) facilities and Decommissioning of the Existing ILS Installation at the Airports Company South Africa's Cape Town International, Chief David Stuurman International and George Airports for a Period not exceeding twenty-four (24) months in accordance with Airports Company South Africa's requirements.

- We acknowledge that Airports Company South Africa's terms and conditions (as amended and mutually agreed between the parties if necessary) shall apply to the agreement with the successful Bidder,
- We have read, understand and agree to be bound by the content of all the conditions of this bid and documentation provided by Airports Company South Africa in this Request for Proposal.

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- We accept that Airports Company South Africa's Bid Adjudication Committee decision is final and binding.
- We acknowledge that the bidder/s, directors, shareholders and employees may be subjected to security vetting by Airport Company South Africa or its agent.
- We certify that all forms of Proposal as required in the Proposal document are included in our submission.
- We certify that all information provided in our Proposal is true, accurate, complete and correct.
- This Proposal is specific to this bid only.
- The undersigned is/are authorized to submit and sign the Proposal that shall be binding on closure of the Proposal submission.
- The Proposal is binding on this Bidder for a period which lapses after *one hundred and twenty (120) days* calculated from the closing date for Proposal submission.
- 

Thus done and signed at		on this the		day of		202
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Signature:	
Name:	

For and behalf of:

Bidding entity name:	
Capacity:	

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**FORM 5.7: VAT QUESTIONNAIRE**

**VAT Questionnaire for entities bidding as a partnership, joint venture or consortium (i.e. Body of Persons). The following form is required to be completed by the winning bidder at contracting stage.**

1. Are you bidding as a partnership/ joint venture or consortium? **Yes/No (Mark with X below)**

<b>Yes</b>	<b>No</b>
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2. If you have answered yes to the above question, please provide the following:  
 2.1 A VAT registration certificate in the name of the joint venture, partnership or consortium which includes the VAT registration number of the partnership/joint venture.

Name of the Body of Persons	VAT Number of Body of Persons	Valid registration certificate attached? Yes/No
1.		

ACSA management will use the following link to check your registration. [VendorExactSearch\ 1.0.4 \(sarsefiling.co.za\)](http://VendorExactSearch\ 1.0.4 (sarsefiling.co.za))

3. We recommend that the supplier warrants and represents that, where applicable, it is duly registered for VAT under the VAT Act.
4. Failure to comply with the VAT Act in supplying a valid VAT invoice relating to the Body of Persons will result in Airports Company South Africa SOC Limited being entitled to recover any losses, penalties and interest suffered. Failure includes but is not limited to the invoice having a VAT number that is not registered to the Joint Venture/partnership/consortium i.e. if the VAT number supplied relates to one party of the Body of Persons.

**The below definitions are in relation to the above requirement.**

1. Definitions

- 1.1 **Person**, as defined in section1(1) of the Value Added Tax Act No 89 of 1991("the VAT Act") – includes a public authority, any municipality, any company, any body of persons (corporate or unincorporated), the estate of any deceased estate or any insolvent person and any trust fund.

The below terms are not defined in the VAT Act and as such, the ordinary meaning has been taken into account:

- 1.2 **Consortium or Joint Venture** - an arrangement between two or more persons based on an agreement to generally operate a single, limited or defined project. The parties to such an agreement will generally share control of the arrangement and share the product or output of the venture
- 1.3 **Partnership** - an arrangement between two or more persons based on an agreement. The parties to that arrangement should have the intention to be partners and the essential elements for a

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partnership being the partners' contributions, a profit objective and joint benefit for the partners must be evident from the agreement.

## 2. The Law

Section 51 of the VAT Act states that:

- (1) *Subject to the provisions of section 46, where any body of persons, whether corporate or unincorporate (other than a company), carries on or is to carry on any enterprise-*
- a. such body shall be deemed to carry on such enterprise as a person separate from the members of such body;*
  - b. registration of that body as a vendor shall be effected separately from any registration of any of its members in respect of any other enterprise;*
  - c. liability for tax in respect of supplies by that body shall be determined and calculated in respect of the enterprise carried on by it as an enterprise carried on independently of any enterprise carried on by any of its members, and any refund relating to that body's enterprise which is payable in terms of section 44 shall be made to that body; and*
  - d. the duties and obligations imposed by this Act on any vendor or other person shall, as respects the enterprise carried on by that body, be performed by it separately from the duties and obligations imposed on any of its members.*

## 3. Application of the Law

When a body of persons forms a joint venture, partnership or consortium, such a body is treated as a separate legal person for VAT purposes and, is in terms of section 51(1) of the VAT Act, required to register for VAT with the South African Revenue Services ("SARS") where the body's taxable supplies exceed the registration threshold.

Should the joint venture or partnership or consortium not be registered for VAT, **VAT cannot be levied on any invoice** that will be issued out to Airports Company South Africa for services rendered.

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<sup>i</sup> Shall be the sum of the form offer for CTIA, CDSIA, GRJ