

Date: 08 September 2026

ORTIA8123/2026/RFP Q&A

THEME A: FINANCIAL & INSURANCE LIABILITIES

1. Query 1: Shared Professional Indemnity (PI) Insurance Limit

- **Reference Clause:** Part C1.4, Clause 1.1(d) (Design & Construct Professional Indemnity Insurance).
- **Clarification Request:** The contract states that the Design & Construct PI Insurance limit of R25,000,000 is an annual aggregate limit shared across all ACSA contracts as a whole. Consequently, claims on other projects could diminish or exhaust this limit.

Given that the estimated construction value for this pipeline upgrade is R110,000,000 (excluding VAT), if the R25,000,000 shared limit is exhausted by claims on other ACSA contracts, what is the Consultant's direct liability exposure?

- The successful bidder is expected to provide proof of insurance for insurance covers listed under paragraph 1.6 c & d

Will the Consultant be required to purchase additional primary PI cover at their own expense to bridge any shortfalls?

- The successful bidder is expected to provide proof of insurance for PI for the limit of R 10 000 000,00

2. Query 2: Professional Indemnity Deductible

- **Reference Clause:** Part C1.4, Clause 1.6(d)(b) (Professional Indemnity Deductibles).
- **Clarification Request:** The deductible (first amount payable by the Consultant in the event of a design claim) is set at R10,000,000 for contracts valued over R50,000,000 at award.

Since this represents an exceptionally high financial exposure for a professional service provider, can ACSA confirm if this deductible can be negotiated down?

- No, the deductible cannot be negotiated down.

Alternatively, is the Consultant expected to purchase "Buy-Down Cover" under Clause 2(d) to reduce this deductible?

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- Yes.

If so, are the premiums for this Buy-Down Cover fully claimable under disbursements, or must they be carried as overheads within the tendered stage fees?

- The premium for insurances that will be expected from a successful bidder must be priced in at the tender stage as part of the pricing by the bidder.

THEME B: COMMERCIAL & LEGAL CLAUSES

3. Query 3: Z16 & Z17 Option A Price Negotiation Risk (Termination Gate)

- **Reference Clause:** Part C1, Clauses Z14, Z16, and Z17 (Option A Price Assessment and Termination).
- **Clarification Request:** Clauses Z16 and Z17 state that before the end of Stage 2 (Concept), the Consultant and ACSA must agree on the total prices to be used in Option A for the remaining stages, and that a failure to agree is grounds for immediate contract termination. If a termination is triggered under Z17 due to a price disagreement:

1. Will the Consultant be fully compensated on a time-and-cost basis under Main Option E (Cost Reimbursable) for all work, physical surveys, and specialist investigations executed during Stages 1 and 2?

- The consultant will be fully compensated for all the works executed during stage 1 and 2

2. Under Clause Z28, the Consultant grants ACSA a license to use Intellectual Property. In the event of a Z17 termination, will ACSA retain the right to utilise the Consultant's Stage 2 Concept designs to proceed with Stage 3 via another service provider without further compensation to the Consultant?

- Yes, ACSA retains right to utilise the Consultant's Stage 2 Concept designs to proceed with Stage 3 via another service provider without further compensation to the Consultant

4. Query 4: Existing As-Built Information & Z4.4 Warranty Risk

- **Reference Clause:** Part C1.2b Part two, Clause 25.2 (Employer's Access); and Part C1, Clause Z4.4 (Consultant's Warranty of Information).

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- **Clarification Request:** Clause 25.2 states that the Employer will provide "All As-built Information & existing services" upon award of the project. However, Clause Z4.4 requires the Consultant to warrant that they have satisfied themselves prior to the Contract Date as to the "completeness, sufficiency and accuracy of all information" provided.

If historical as-builts are unavailable, incomplete, or inaccurate, will the additional cost of physical surveys, utility mapping, and Ground-Penetrating Radar (GPR) scanning to establish pipeline alignments be fully compensated under Stage 2 Option E (Cost Reimbursable), or must the Consultant absorb this risk entirely under the Z4.4 warranty?

- section 2.2.2 and 2.2.3 of the BOQ (Specialist studies/investigations has a provisional sum of R 5 000 00000) and will be utilized for compensating physical surveys, utility mapping, and Ground-Penetrating Radar (GPR), etc

5. Query 5: Z6.7 & Z6.8 Design Comment Disagreement Timeline

- **Reference Clause:** Part C1, Clauses Z6.7 and Z6.8 (Procedure for Acceptance of Design Documents).
- **Clarification Request:** Under Clause Z6.7, if the Consultant disagrees with a comment on a design document marked Code 'B' or 'C' and believes it represents a change in Scope, they must notify ACSA within one week of receipt or waive their right to claim a scope change under Z6.8. Given the extensive, multi-disciplinary nature of a water upgrade spanning a 20km bulk ring feed and over 340,000 m² of building area, a 7-day window to formulate a detailed technical and cost impact response is highly restrictive.

Can ACSA confirm if this notification window can be extended to 14 days for complex or multi-disciplinary design issues?

- 14 days period is acceptable for complex or multi-disciplinary design issues

THEME C: OPERATIONAL & LOGISTICAL CONSTRAINTS

6. Query 6: Night-Time Working Hour Constraints and Access Costs

- **Reference Clause:** Part C2.1, Preamble Clause 17 (Working Outside Normal Hours / National Key Point).
- **Clarification Request:** Preamble 17 notes that OR Tambo International Airport is a National Key Point, and that the Consultant shall include in their tendered rates all

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costs associated with obtaining access permits and complying with regulations, as no additional payments or claims will be considered. To enable realistic and competitive pricing:

1. Can ACSA provide a preliminary operational breakdown indicating which specific pipeline alignments, warehouse areas, or taxiway pavement crossings will strictly require night-shift access?
 - Pipelines supplying terminal building, warehouses or any other building and pipeline crossing taxiway pavement will require-night access
2. Will ACSA's operational team allow any daytime lane closures or restricted landside working areas for pipeline installations, or must all pavement-level works strictly be executed at night?
 - Some areas on the landside or airside can accommodate daytime lane closures for pipeline installations

7. Query 7: Stage Completion Governance & Retentions

- **Reference Clause:** Part C1.2b, Clause 11.2(18) (Stage Percentages); and Part C1, Clause Z15 (Assessing Stage Fees).
- **Clarification Request:** Stage 1 is allocated 5%, Stage 2 is 30%, and Stage 3 is 25% of the total fees. Since Stage 3 (Design Development) must be completed within a strict 16-week milestone from contract commencement, what is the typical turnaround timeline for ACSA's internal governance approvals to sign off on stage completions?
 - Turnaround time for approvals/sign off is within 5 working days

How will ACSA manage internal approvals to prevent payment and delivery delays for the Consultant during the transition between stages?

- To save time there will be dedicated assigned members of the project who will be reviewing reports and hand them over for approval/sign off to civil maintenance manager, senior manager for maintenance and engineering and facilities manager within 5 working days after receiving the report

8. Query 8: Open Trench Limitations

- **Reference Clause:** Part C1.4, Section 1, Clause 1.1(a) (Contract Works Insurance - Trenching Limit).

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- **Clarification Request:** The Principal Controlled Insurance (PCI) policy limits the insurer's liability for water, rain, or flood damage to an aggregate maximum length of 2,500 meters of open trench at any single time.

Given that the pipeline ring feed is approximately 20km long, if the contractor utilises multiple active construction faces to meet the estimated 18-month construction period, will this 2,500m open-trench limit be strictly enforced across the entire project?

- **Yes, the 2,500m open-trench limit will be strictly enforced across the entire project**

If a relaxation of this limit is needed to maintain schedule, will the Consultant or Contractor be required to source additional excess trenching insurance cover at their own expense?

- **Yes, the contractor must source additional excess trenching cover at their own expense**

9. Query 9: SCADA, Digital Telemetry, and National Key Point Security Constraints

- **Reference Clause:** Part C2.2, Section 2 (Predictive Analytics Scope); and Part C2.1, Preamble Clause 17 (National Key Point).
- **Clarification Request:** The scope requires designing flow and pressure monitoring points and leak detection devices that are SCADA and digital-ready to support predictive machine learning models (such as support vector machines and neural networks). Since ORTIA is a National Key Point subject to strict wireless signal vetting, device licencing, and cellular/radio restriction protocols:
 1. Does ACSA have an existing, secure wireless telemetry network (e.g., a private LTE or secure Wi-Fi infrastructure) that the Consultant's design can utilise for transmitter data collection?
 - **Yes, ACSA does have a secure Wi-Fi infrastructure**
 2. What specific encryption, cybersecurity, or data-governance standards must the digital leak-detection and monitoring network comply with to clear ACSA's IT and Security cluster vetting?
 - **ISO/IEC 27001 – Information security management system and NIST**

10. Query 10: Airside Permitting and Training Costs Coverage

- **Reference Clause:** Part C2.1, Preamble Clause 19 (Airside Induction & Training).

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- *Clarification Request:* Preamble 19 states that the appointed Consultant is responsible for ensuring that all staff utilised on site have undergone airside induction training, are equipped with radio licences, and that vehicles are fitted with transponders. It notes that "Such costs may be claimed under disbursements".
- Can ACSA confirm if these permit acquisition fees, airside induction training courses, and vehicle transponder fitting costs are fully recoverable against disbursements on an actual-cost basis?
 - These costs will be compensated under BOQ section 2.2.5 (Airside permits and training) and BOQ section 2.2.6 (Handling expenses and profit in respect of item 2.2.5)
- Alternatively, must the Consultant carry these permit overheads as part of their standard hourly rate pricing?
 - Permit costs are once-off costs, refer on the BOQ to section 2.2.5 (there is a provisional sum of R 100 000,00) and on section 2.2.6 (you put a rate e.g if 20% is the rate then handling expenses and profit for airside permits and training will cost R 20 000,00)

11. Kindly provide the NEC3 PSC Part 2: detailed Scope, Contract Data, Site Information, and commercial terms.

- Kindly refer to the attached PDF "PSC engineering services for the upgrade of water system pipes at ORTIA"

12. Do subconsultant or JV partner project references count for company experience and monitoring-system experience?

- JV Partner and the agreement must exist

13. Do subconsultant personnel count for key personnel scoring, and must they be employed by the bidder?

- JV Partner and the agreement must exist

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14. May the activity schedule include assumptions, exclusions, escalation and variation triggers?

Yes

15. Please confirm the project funding, payment milestones, and invoice approval process

- Project funding was approved by ACSA group executive
- Payment milestones will at the end of each stage and completion of each test
- Invoice will be approved after submission of the report

16. What is the required airside permit, training, security vetting and access-window obligations?

- Required training to obtain airside permit includes airside induction and security awareness training
- Security vetting involves submitting permit application form with certified ID copy

17. It is permissible, to Joint Venture (JV), for the above-mentioned Tender?

- Yes, it is permissible

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