

**REQUEST FOR PROPOSALS FOR PROFESSIONAL CIVIL AND ELECTRICAL
ENGINEERING, PROJECT MANAGEMENT, QUANTITY SURVEYING, AND HEALTH &
SAFETY AGENT SERVICES FOR THE REHABILITATION OF AIRSIDE PAVEMENTS AT O.R.
TAMBO INTERNATIONAL AIRPORT**

Clarification 1

Tender Reference Number: ORTIA8313/2026/RFP
Date: 08 September 2026

Item No.	Query	Response
1	In the NEC 3 document (see attached). The pricing schedule page as well as the last page makes mention of Annexure C yet there is no Annexure C in the document	Annexure C was missing in the original document available on eTenders. On 3 September 2026 the correct version, including Annexure C was made available on eTenders.
2	Tender calls for services for a period of 30months, however the contract data Part 1, clause11.2(3) notes 36 months. ACSA to confirm duration to be quoted.	The period is 30 months. Refer to addendum 1, change 2.
3	Is the defects period of 52 weeks (12 months) included in the period of 30 months?	No.
4	There is no limit of liability. Please confirm if we may propose a limit	No.



Please explain the meaning of Z-clause 29.1

5

ADJUDICATION TABLE

Dispute about	Which Party may refer it to the Adjudicator?	When may it be referred to the Adjudicator?
An action of the Employer	The Consultant	Between two and four weeks after the Consultant's notification of the dispute to the Employer, the notification itself being made not more than four weeks after the Consultant becomes aware of the action
The Employer not having taken an action	The Consultant	Between two and four weeks after the Consultant's notification of the dispute to the Employer, the notification itself being made not more than four weeks after the Consultant becomes aware that the action was not taken
A quotation for a compensation event which is treated as having been accepted	The Employer	Between two and four weeks after the Employer's notification of the dispute to the Consultant, the notification itself being made not more than four weeks after the quotation was treated as accepted
Any other matter	Either Party	Between two and four weeks after notification of the dispute to the other Party

↑
To be added here.

excluding disputes
relating to termination
of the contract

6

Please confirm we are required to take out the necessary insurances as they apply to each discipline and consultant. A few are only relevant to Contractors.

- Section II of the Policy - removal of lateral support liability is not relevant to the PM or QS disciplines.
- Section III of the Policy - Contractors public liability is for the contractor not consultant
- SASRIA is for the contractor not consultant.

For the insurance requirements, Refer to Part C1: Agreements and Contract Data
C1.4: ACSA Insurance Clauses

"Please note that the successful bidder must source insurance covers listed under paragraph 1.6
a) Section 2 – Public Liability
c) Aviation Liability
d) Professional Indemnity"

	Design and Construct Professional Indemnity Insurance – Consultants cover the Professional Indemnity Insurance. This is not viewed as a design and construct tender.	Section 3 Of The Policy – Removal Of Lateral Support Liability R75,000 each and every claim <u>is not applicable.</u> Note that Contract Works SASRIA is not requested. This is not a Design and Construct contract. However, the scope includes the provision of professional design services, and accordingly the requirement for Professional Indemnity Insurance remains applicable. Tenderers are required to maintain the Professional Indemnity Insurance specified in the tender documents for the design services performed under the contract.
7	Form SBD1 and 11.2(9) of the contract data states that the appointment is for a Period of 30 months, while the contract data 11.2(3) states that the completion date for the whole of the services is 3 years (36 months).	The period is 30 months. Refer to addendum 1, change 2.
8	Under Key Dates it is stated that it is a requirement that stage 3 is complete within 16 weeks and the planned construction duration is 17 months. (A total of 33 months and that excludes stages 4 and 6).	16 weeks is approximately 4 months.
9	Is the 30 months appointment correct?	Yes
10	Can a specialist engineer (Pavement Engineer) submit proposals with more than consultant company?	Yes, a specialist engineer (Pavement Engineer) may generally be proposed by more than one consulting company provided the engineer has consented and can meet the required availability. Note Clause 1.6 of the Request for Proposal, “....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.”
11	Considering that this is a Lump Sum/Fixed Price Tender. What would the accepted variance percentage (%) from the estimate provided by ORTIA and the awarded project in order to hold the Lump Sum/Fixed Price Tendered.	Refer to Addendum 1. Change 1. The applicable accuracy range is -30% to +50%.
12	Please provide the number of days allowed for construction considering that it was noted that construction work may be done between 00hrs and 5am.	17 months has been allowed for construction.

13	At what time would progress meetings be held and how many meetings per month?	Meetings will be held at a time convenient to all stakeholders. The number of meetings will be determined by the activity and status of the project, however, note C2.1 Pricing Instructions, note 9.
14	Please provide a percentage (%) for Contract Skill Development Goal in relation to 6.3, as similar to 6.4 and 6.5.	Pricing structure to be retained as is.
15	Our reference letters are made out to the Company. It would be difficult to obtain new reference letters confirming individuals' involvement due to the limited time. Can the companies reference letter be accepted.	Reference letters are not required. Refer to Appendix E.
16	What is the construction budget/amount for the tender which the consultants should price for? There is a fixed amount of R286 mil construction budget mentioned at the tender briefing for consultants to price on but the tender document mentions a R313 mil construction amount.	The cost of works estimate is R313 685 966,33. However, note for the engineering services contract the construction estimate is broken into three components.
17	Does the R313 mil construction amount in the tender document include • R5 mil Provisional sum • 5% disbursements • 15% contingency amount?	Note that Section C2.2 states the following: "The estimated cost of works excluding VAT and <u>contingencies</u> is:" No provisional sum amounts or disbursement amounts are included in the cost of works estimate. The cost of works estimate does not include any professional fee estimates.
18	I would like to know how many resources are required per discipline, e.g., QS. Can we submit one or more?	For tender evaluation purposes in terms of functional requirements for key personnel, only one resource will be evaluated. Resourcing the project during the contract phase will be a decision for the professional service provider.
19	Kindly clarify the role and requirements of the Transformation Agent listed under Clause 22.1 of the Contract Data. As we will be bidding under the Quantity Surveying (QS) discipline, we would appreciate confirmation of the expected responsibilities, qualifications, and experience for this role.	Refer to Part C3: SCOPE OF WORK 2.2 Project Personnel There are no qualification or experience requirements for this role.
20	I just want to enquire about the Transformation Agent; Do we have to submit the CV, and if so, what qualifications must the person possess?	No CV needs to be submitted during tender stage.

21	The intended purpose and objectives of the Transformation Agent role.	Refer to Part C3: SCOPE OF WORK 2.2 Project Personnel
22	The minimum qualifications, registrations, experience, and expertise required.	There are no requirements however note the responsibilities noted under Part C3: SCOPE OF WORK 2.2 Project Personnel
23	The detailed scope of services and responsibilities.	Refer to Part C3: SCOPE OF WORK 2.2 Project Personnel
24	The expected deliverables and reporting requirements for each project stage (Stages 1 to 6, where applicable).	Refer to Part C3: SCOPE OF WORK 2.2 Project Personnel
25	Attendance requirements for project meetings, workshops, stakeholder engagements, and site visits.	Refer to C2.1 Pricing Instructions, note 9.
26	Expected frequency of reporting and performance monitoring.	Refer to Part C3: SCOPE OF WORK 2.2 Project Personnel
27	Any prescribed transformation targets, KPIs, monitoring frameworks, or compliance obligations.	Refer to Part C3: SCOPE OF WORK 2.2 Project Personnel
28	The estimated level of effort anticipated by the Employer over the 30-month contract period.	The Employer has not guaranteed any specific volume of work over the 30-month contract period. Tenderers should base their submissions on the scope of work and service requirements detailed in the tender documents.
29	The construction values included in the pricing schedules are estimates, while the consultant's professional fees are to be tendered as lump sums and are stated not to be adjustable merely because of an increase or decrease in construction value.	Note the content of Addendum 1, change 1.
30	Please confirm how the professional fees will be treated if the actual scope or construction value differs materially from ACSA's stated estimates—for example, by more than 10% and the variance results in a material change to the duration, complexity or level of effort required from the consultant.	Note the content of Addendum 1, change 1.
31	If an adjustment would be permitted in such circumstances, please confirm the applicable mechanism or basis for determining it.	Any adjustment may take into consideration the applicable scope of services and guideline tariff of fees issued by the relevant professional council, together with the existing pricing structure of the contract. Any resulting changes will be subject to discussion and mutual written agreement between the parties.

32	The RFP and professional-services contracts generally refer to a 30-month appointment, whereas the Proposal Certification in Section 9 refers to 36 months.	The period is 30 months. Refer to addendum 1, change 2.
33	Please confirm the applicable contract period and the duration on which the lump-sum professional fees must be based.	The contract duration is 30 months. Refer to addendum 1, change 2.
34	Please also confirm whether all required pavement, geotechnical, groundwater, drainage, topographical survey and laboratory investigations are to be procured through the provisional sums, or whether any portion of these investigations must be included in the consultant's lump-sum stage fees	The item, Specialist Studies/ Investigations (Provisional Sum) will be used for such investigations.
35	The Pricing Instructions state that the Stage 5 Contract Administration and Inspection fee will be paid monthly, calculated pro rata to the value of the Works certified for payment to the contractor. However, the Scope also requires full-time resident construction-monitoring personnel, while the normal construction window is limited to approximately five hours per night.	This is correct. It should be noted that the resident construction-monitoring resource is a full-time site appointment and is not based solely on the hours during which construction activities take place. The role includes pre- and post-construction inspections, safety and compliance checks, coordination, reporting, and site clearance activities, resulting in a level of effort that extends beyond the actual construction window.
36	Please confirm which existing information ACSA will provide, including: - Existing as-built drawings; - Pavement investigation and condition-assessment reports; - Aircraft traffic and loading information; - Groundwater and drainage information; - AGL and underground-services layouts; - Topographical survey information; and - Relevant SACAA audit findings and previous design reports.	- Existing as-built drawings – available drawings will be made available. - Pavement investigation and condition-assessment reports – not available - Aircraft traffic and loading information – aircraft traffic can be made available. - Groundwater and drainage information – available existing drainage drawings will be made available. - AGL and underground-services layouts – available drawings will be made available. - Topographical survey information – not available. - Relevant SACAA audit findings and previous design reports – SACAA audit findings can be made available. Previous design reports are not available.
37	Please also confirm whether the final supervision-team composition will be agreed against the accepted contractor's programme, construction methodology and number of concurrent work fronts, and whether a	Tenderers should base their submissions on the supervision requirements set out in the tender documentation. The final deployment of supervision resources may be informed by the accepted contractor's programme, construction methodology

	material increase beyond the tender-stage assumptions will be treated as a change in Scope	and the extent of concurrent work fronts. Any requirement to adjust the level of supervision during the execution of the works will be evaluated based on the specific project circumstances and managed in accordance with the applicable contractual provisions.
38	Please clarify how the consultant's monthly construction-monitoring costs will be remunerated where contractor production or the certified value of the Works is reduced because of: • Runway, taxiway or work-area closures not being made available; • Airport operational requirements or emergencies; • Suspension or postponement instructed by ACSA; • Delayed access, permits, approvals or decisions; • Interrupted or shortened construction windows; • Other events not attributable to the contractor or consultant; or • An extension of the construction period for reasons beyond the consultant's control.	ACSA remunerates services and works completed and accepted in accordance with the contract. Tenderers should price their services based on the tender requirements and the operational nature of the airport environment, taking into account that the contract contains provisions for addressing circumstances that may impact the execution of the services. In all instances, the Employer, Contractor and Consultant remain bound by and are required to comply with the applicable terms and provisions of the contract.
39	40. Please confirm: 40.1 The anticipated number of construction shifts per week; 40.2 Whether the midnight-to-05:00 work window includes the time required for access, security procedures, site establishment, clearing the work area and reopening it to aircraft; 40.3 Who will arrange runway and taxiway closures, operational escorts and access to the work areas; 40.4 Whether aborted or shortened work windows will be formally recorded; and 40.5 Whether the consultant must provide overlapping day- and night-shift personnel for administration, meetings and construction monitoring.	40.1 To be determined by the contractor. 40.2 The window is to include the time needed to ensure all checks are done prior to reopening for operations. All other activities mentioned are not included in the window. Note that the window is subject to operations and may not be limited to this period. 40.3 ACSA however the professional team and contractor will be required to support such activities. 40.4 Will be determined in terms of the contract provisions. 40.5 The proposed approach to staffing, including whether overlapping day- and night-shift personnel are utilised for contract administration, meetings and construction monitoring, is at the Consultant's discretion. Tenderers should satisfy themselves as to the resources required to deliver the services in accordance with the scope, programme requirements and operational constraints of the project.
40	Please confirm whether the 10% unconditional, on-demand performance bond applies to the appointed professional consultants. If applicable, please confirm whether the bond is calculated on: • The consultant's professional fees only; or	Yes, it is applicable to the appointed professional consultants. Refer to X13.1 In the Preferential Procurement Regulations, 2022, issued under the Preferential Procurement Policy Framework Act (PPPFA):

	The total tendered amount, including provisional sums, disbursements, contingencies and vat.	"Price" means an amount of money tendered for goods or services, and includes <u>all applicable taxes</u> less all unconditional discounts.
41	Please confirm that delay damages will not apply where delays arise from: - ACSA's governance, review or approval processes; - Restrictions on airside access; - Airport operational requirements; - Delayed or cancelled runway and taxiway closures; - Instructions or decisions by ACSA or other airport stakeholders; or - Other events outside the consultant's control.	The contract will be administered in accordance with its terms and provisions. Tenderers should take cognisance of the operational airport environment and the requirements set out in the tender documentation when pricing and planning their services. Any delays, disruptions, or extensions arising during the execution of the services will be assessed and managed in accordance with the applicable contractual provisions and the specific circumstances prevailing at the time. The rights, obligations and remedies of the parties will be determined in accordance with the contract.
42	In the previous tender of July 2025 the following was a requirement: "To facilitate achievement of targets set out in 3, and transfer of skills, the tenderer must subcontract more than 5% of the contract value to sub-consultant that are women owned, youth owned, PWPDO, or allocate to EME, QSE that are 51% black owned entities." It is not stipulated in the current tender, is this still a requirement?	No, it is not a requirement.