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REQUEST FOR INFORMATION

RFI NO: 101/2026/EWSS/CMMS/ RFI

REQUEST FOR INFORMATION (RFI) FOR THE PROVISION OF AN ENTERPRISE PROJECT CONTROLS SOLUTION AND AN ENTERPRISE ASSET MANAGEMENT (CMMS) SOLUTION

Bid Number	101/2026/EWSS/CMMS/ RFI
Briefing Session:	N/A
RFI Issue Date	12 October 2026
Clarification Deadline:	04 November @11h00
Closing Time & Date	13 November 2026 @ 11h00
RFI Submission Email Address	Information must be sent to: tenders02@tcta.co.za
Enquiries:	Name: The Receiver Officer Email Address: Kindly send all clarification questions or enquiries to the receiving officers at tenders02@tcta.co.za

TABLE OF CONTENTS

1.	DEFINITIONS, ACRONYMS AND ABBREVIATIONS	1
2.	PREPARATION OF RFI SUBMISSIONS	2
3.	BACKGROUND	2
4.	SCOPE OF WORK.....	3
5.	TECHNICAL REQUIREMENTS AND SOLUTION ARCHITECTURE:	4
6.	TRAINING APPROACH.....	5
7.	IMPLEMENTATION APPROACH AND ASSUMPTIONS:	5
8.	POST-IMPLEMENTATION SUPPORT:.....	6
9.	STAGE 1: RETURNABLES.....	6
10.	STAGE 2: INFORMATION REQUESTED	7
11.	STAGE 3: PRICE	9
11.1	PRICING MODEL:.....	10
12.	STAGE 4: COMPANY VETTING	11
13.	CONDITIONS OF THE RFI	11

1. DEFINITIONS, ACRONYMS AND ABBREVIATIONS

B-BBEE	Broad Based Black Economic Empowerment in terms of the Broad Based Black Economic Empowerment Act 53 of 2003 (B-BBEE Act).
B-BBEE STATUS LEVEL OF CONTRIBUTOR	The B-BBEE status received by a measured entity issued in terms of section 9(1) of the B-BBEE Act.
BID SUBMISSION	A bidder's written proposal in response to an Invitation for Bids (Request for Bids/Quotations/ Information etc.)
CONSORTIUM OR JOINT VENTURE OR CONSORTIUM	An association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
CONTRACT	A legal agreement or National Treasury issued Standard Bid Document Number 7 signed by TCTA and a successful bidder. This term does not refer to the actual bid process.
EME	means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act
PRICE	Means an amount of money for goods or services, and includes all applicable taxes less all unconditional discounts
QSE	means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
SUPPLIER	A juristic person or legal entity that provides goods or services to TCTA.
CMMS	Computerised Maintenance Management System: A system used to manage assets, maintenance activities, work orders, maintenance planning and related information.
RFI	Request for Information: A procurement process used to obtain information from the market regarding available solutions, capabilities, implementation approaches and indicative pricing.
PC	Project Controls: Processes, practices and capabilities used to plan, monitor and control project scope, schedule, cost, performance and related project information
PMID	Project Management and Infrastructure Delivery.
SaaS	Software as a Service – a software delivery model in which the solution is provided as a service, typically through a subscription.
RBAC	Role-Based Access Control: An access control approach where permissions are assigned according to a user's role.

CBS	Contract Breakdown Structure: A structured breakdown of contract-related work or components used within the project environment.
WBS	Work Breakdown Structure: A hierarchical decomposition of project work into manageable components.

2. PREPARATION OF RFI SUBMISSIONS

- 2.1. Companies are required to comply fully with this Request for Information including Annexures, during submission to TCTA;
- 2.2. The Information Submissions must:
 - 2.2.1. Not be late and it must be submitted to the email address specified in the front page of the RFI document.
 - 2.2.2. Clearly reflect the RFI description and RFI number;
- 2.3. TCTA reserves the right to reject any submissions that are not prepared in terms of section 2.2 and to not evaluate them. This section is subject to the provisions in the Conditions of the RFI.
 - 2.3.1. TCTA will not be liable to accept or evaluate any file that is not readable and accessible to the relevant bid committee. Companies will not be allowed to remedy/fix/assess such USB or file after the bid closing date and the information will be deemed as not received.
 - 2.3.2. These provisions will be applied on a case by cases basis within the sole discretion of the bid evaluation committee.
- 2.4. This RFI has 4 stages of assessment summarised below. Each stage reflects the process of how your submission will be assessed. The submissions must be neat and legible and prepared in the same order as the stages of assessment. Each stage must be clearly marked.

3. BACKGROUND

- 3.1. The Trans-Caledon Tunnel Authority (TCTA) is responsible for the planning, financing, implementation, operation and maintenance of bulk raw water infrastructure on behalf of the Department of Water and Sanitation.
- 3.2. To support the effective delivery of infrastructure projects and the sustainable management of operational assets, TCTA intends to modernise its Project Controls and Enterprise Asset Management capabilities through the implementation of integrated enterprise solutions.

- 3.3. Current business processes rely on multiple manual activities, fragmented information sources and disconnected reporting practices. These challenges limit visibility into project performance, asset condition, maintenance activities, financial performance and executive decision-making.
- 3.4. TCTA therefore intends to conduct a Request for Information (RFI) to understand the capabilities of commercially available Enterprise Project Controls and Enterprise Asset Management (CMMS) solutions that can support standardised business processes, integrated reporting and improved operational governance.

4. SCOPE OF WORK

OBJECTIVE 1

Enterprise Project Controls Solution

Obtain information on commercially available Enterprise Project Controls solutions capable of supporting:

- Project Planning and Scheduling
- Project Budgeting and Financial Planning
- Cost Control
- Forecasting
- Project Finance
- Project Performance Monitoring
- Portfolio Visibility
- Reporting & Dashboards

OBJECTIVE 2

Enterprise Asset Management (CMMS)

Obtain information on commercially available Enterprise Asset Management (CMMS) solutions capable of supporting:

- Asset Register and Asset Hierarchy
- Work Orders and Job Cards
- Preventive Maintenance
- Corrective Maintenance
- Predictive Maintenance

- Spare Parts and Inventory Management
- Maintenance Labour and Contractor Management
- Compliance Inspections and Documentation
- Maintenance KPIs and Reporting
- Purchasing
- Resource Management
- Asset Meters
- Failure Codes and Classification
- Mobile Maintenance

Barcode Scanning and GPS Asset Identification

5. TECHNICAL REQUIREMENTS AND SOLUTION ARCHITECTURE:

Vendors are requested to provide information on the technical characteristics of their proposed solution, including but not limited to:

- Proposed solution architecture and deployment model, TCTA prefers software as a service however the vendor can propose on-premises, or hybrid options.
- Compatibility with TCTA's existing technology environment.
- User authentication, multi factor authentication, role-based access control and security capabilities.
- Data encryption at rest and in transit.
- Audit trail and system logging capabilities.
- Scalability to accommodate changes in the number of users, projects, assets and transaction volumes.
- Configuration capabilities, including workflows, business rules, dashboards and reports.
- Reporting and analytics capabilities.
- Mobile capabilities applicable to Enterprise Asset Management (CMMS), include field-based maintenance activities.
- Backup, disaster recovery and business continuity capabilities.
- Any technical prerequisites, infrastructure requirements or third-party software required for implementation.

- API and integration capabilities with relevant TCTA enterprise systems were required.

6. TRAINING APPROACH

Vendors are requested to provide details of their proposed training approach, including:

- Whether the service provider will provide training to TCTA staff on the use of the proposed solution.
- Proposed training methodology, including classroom, virtual, on-site or other available training approaches.
- Training for different user groups, including business users, administrators and technical support personnel, where applicable.
- Whether user manuals, administrator guides, training materials and other supporting documentation will be provided.
- Whether training will include practical exercises using a training or test environment.
- Whether refresher or additional training will be available after implementation.
- The duration and estimated effort required for training.

7. IMPLEMENTATION APPROACH AND ASSUMPTIONS:

- Proposed implementation methodology and approach.
- Implementation prerequisites and infrastructure requirements.
- Assumptions regarding TCTA resources, data, infrastructure and business participation.
- Proposed implementation timeline and estimated duration.
- Approach to configuration and deployment of the solution.
- Approach to data migration, where applicable.
- Approach to user adoption and change management.
- Key success factors for successful implementation.
- Key implementation risks and proposed mitigation measures.
- Key dependencies that TCTA should consider.
- Roles and responsibilities of the service provider and TCTA during implementation.

8. POST-IMPLEMENTATION SUPPORT:

Vendors are requested to provide details of their proposed post-implementation support and maintenance services, including:

- Availability of user, administrator and technical support documentation.
- Availability of technical and functional support during normal business hours (08:00–16:30 South African time).
- Support channels available, including telephone, email, remote and on-site support.
- Incident logging, escalation and resolution processes.
- Availability of Service Level Agreements (SLAs), including response and resolution times.
- Provision of periodic support and incident reports.
- Software maintenance, patches, upgrades and new releases during the contract period.
- Whether software updates, upgrades and maintenance are included in the licensing or support fees or charged separately.
- Availability of system configuration, enhancement and customisation services, were required.
- Support pricing model, including fixed annual fees, subscription-based support or time-and-materials rates.
- Proposed arrangements for ongoing technical and functional support after implementation.

9. STAGE 1: RETURNABLES

ALL RETURNABLES ARE REQUIRED FOR PURPOSES OF ASSESSMENT.

No	Document Type	Description	Status
1	Technical	Technical requirements and solution architecture information	Non-Mandatory
2	Technical / Functional	Description of the proposed Enterprise Project Controls and Enterprise Asset Management (CMMS) solution	Non-Mandatory
3	Functional	Response to the Enterprise Project Controls functional requirements	Non-Mandatory
4	Functional	Response to the Enterprise Asset Management (CMMS) functional requirement	Non-Mandatory
5	Technical / Company/ Functional	Company profile, experience, accreditations and relevant certifications	Non-Mandatory
6	Technical	Accreditation, qualifications and certifications of	Non-Mandatory

No	Document Type	Description	Status
		proposed key personnel	
7	Technical	Training approach and supporting documentation	Non-Mandatory
8	Technical	Approach to post-implementation support and maintenance	Non-Mandatory
9	Pricing	Indicative pricing model and all-inclusive costs	Non-Mandatory
10	Administrative	Standard National Treasury Bidding Documents (SBD), SBD 4	Non-Mandatory
11.	Administrative	A valid copy of BBBEE Certificate issued by SANAS accredited agency. In the instance of an EME or QSE in which case they must submit a validly commissioned affidavit which meets the minimum requirements set out on Annexure G. Sworn Affidavits which do not meet the minimum requirements set out in Annexure F will not be awarded points. QSEs that do not meet level 1 or 51% black ownership thresholds are obliged to show compliance with all five of the categories on the BEE scorecard therefore, a B-BBEE certificates must be obtained from verification agencies accredited by SANAS. Or in case of Joint Ventures: Consolidated BBBEE certificate issued by verification Agency approved by SANAS.	Non-Mandatory

10. STAGE 2: INFORMATION REQUESTED

The companies should submit a proposal covering the following, and where they are unable to do so or propose an alternative approach, they should indicate accordingly in their proposal.

KEY INFORMATION TO BE SUPPLIED		
Nr	Functional Requirement Name	Functional Requirement Description
Objective 1: Enterprise Project Controls Solution		
PC01	Project Planning and Scheduling	Ability to develop, manage and monitor project schedules, milestones, dependencies and critical paths throughout the project lifecycle.
PC02	Project Budgeting and Financial Planning	Ability to develop, manage and maintain project budgets and financial baselines throughout the project lifecycle.

KEY INFORMATION TO BE SUPPLIED		
Nr	Functional Requirement Name	Functional Requirement Description
PC03	Cost Control	Ability to monitor project expenditure, commitments, budget utilisation and cost variances to support effective financial governance.
PC04	Forecasting	Ability to forecast project costs, cash flow, resource requirements and project completion using current project performance information.
PC05	Project Finance	Ability to manage project financial information, commitments, expenditure and financial reporting in support of project governance.
PC06	Project Performance Monitoring	Ability to monitor project performance using schedules, cost, progress, KPIs and performance indicators.
PC07	Reporting & Dashboards	Ability to provide configurable dashboards, management reports and executive reporting to support operational and strategic decision-making.
PC08	Workflow and Approvals	Ability to support configurable workflows, approval processes, notifications and escalations throughout the project lifecycle.
PC09	Portfolio Visibility	Ability to provide consolidated visibility of projects, programmes and portfolios through integrated reporting, dashboards and performance indicators.
Objective 2: Enterprise Asset Management (CMMS)		
CM01	Asset Register and Asset Hierarchy	Ability to maintain a centralised asset register with structured assets and asset-type hierarchies to the relevant component level, including asset information, criticality, warranties and lifecycle information across multiple sites. Ability to assess and maintain asset criticality based on defined failure modes, risk factors, probabilities and consequences to support maintenance prioritisation.
CM02	Work Orders and Job Cards	Ability to create, manage, assign, execute, update and close maintenance work orders and job cards, with maintenance activities and outcomes linked to the relevant asset.
CM03	Preventive Maintenance	Ability to plan and schedule preventive maintenance activities based on approved maintenance strategies and schedules.
CM04	Corrective Maintenance	Ability to identify, initiate, plan, execute and track corrective maintenance activities arising from defects, failed inspections, asset failures or other identified maintenance requirements.
CM05	Predictive Maintenance	Ability to support condition-based and predictive maintenance using asset condition information, inspection results, monitoring points, alarms and relevant maintenance indicators.

KEY INFORMATION TO BE SUPPLIED		
Nr	Functional Requirement Name	Functional Requirement Description
CM06	Spare Parts and Inventory Management	Ability to manage spare parts and maintenance materials, including stock availability, quantities, re-order levels, locations, movements, supplier information and allocation to maintenance activities.
CM07	Maintenance Labour and Contractor Management	Ability to allocate and manage maintenance personnel and contractor resources based on maintenance requirements, skills, competencies and resource availability.
CM08	Compliance Inspections and Documentation	Ability to plan, perform and record compliance inspections, findings, recommendations and supporting documentation against the relevant assets.
CM09	Maintenance KPIs and Reporting	Ability to provide maintenance reports and dashboards showing maintenance activities, asset performance, maintenance KPIs, trends, maintenance costs and operational risks.
CM10	Purchasing	Ability to identify, initiate, track and monitor maintenance-related purchasing requirements for materials, spare parts and external services through approved procurement processes.
CM11	Resource Management	Ability to plan, allocate, monitor and report on maintenance resources based on approved maintenance activities, operational priorities and resource availability.
CM12	Asset Meters	Ability to record and maintain asset meter readings and use meter information to support usage-based maintenance planning, asset performance monitoring and lifecycle management.
CM13	Failure Codes and Classification	Ability to record and classify equipment failures using approved failure codes and classification structures to support failure analysis, reliability improvement and maintenance planning.
CM14	Mobile Maintenance	Ability to provide authorised maintenance personnel with mobile access to work orders, asset information and maintenance instructions and to capture maintenance information during field activities.
CM15	Barcode Scanning and GPS Asset Identification	Ability to identify assets using approved barcode or QR code scanning and maintain asset location information to support asset identification, maintenance execution and traceability.

11. STAGE 3: PRICE

Companies are to submit an **indicative price** for the solution as per the pricing model and structure below.

11.1 PRICING MODEL:

- Software Licensing cost: preferably Subscription (Software as a Service – SaaS), however the vendor can propose on-premises, or hybrid options.
- Implementation and configuration costs.
- Support and maintenance costs.
- Training costs.
- Integration/API services costs, where applicable.
- Professional services costs, where applicable.
- Optional modules or additional functionality and associated costs.
- Any Customization Cost
- Any assumptions, exclusions, optional items or additional costs shall be clearly identified and priced separately.
- Quoted amounts should include all applicable costs and disbursements, including travel and other expenses where applicable.

Task Descriptions	Enterprise Project Controls Amount	Enterprise Asset Management (CMMS) Amount
Implementation and Configuration	R	R
Software License / Subscription:		
Year 1	R	R
Year 2	R	R
Integration/API Services, where applicable	R	R
User Training	R	R
Administrator/Technical Training	R	R
Support and Maintenance:		
Year 1	R	R
Year 2	R	R
Optional Modules / Additional Functionality	R	R
Total Excluding VAT	R	R
VAT 15%	R	R
Indicative Total Including VAT	R	R

Companies must provide indicative itemised pricing schedule. Pricing must be inclusive, covering all costs, fees, and disbursements.

12. STAGE 4: COMPANY VETTING

TCTA may disqualify a company who/whose:

- 12.1. Submits fraudulent information or information that they do not have to authority to submit;
- 12.2. Submits intellectual property belonging to another third party without any authorisation or approval to do so

13. CONDITIONS OF THE RFI

Any RFI submission that does not meet the conditions of the RFI may be rejected and not assessed at all.

13.1. Costs of Bidding

- 13.1.1. Companies shall bear their own costs, disbursements and expenses associated with the preparation and submission of the RFI Submissions, including submission of any additional information requested by TCTA.
- 13.1.2. TCTA shall not under any circumstances be liable nor assume liability to any company for costs, disbursements and/or expenses incurred by companies regardless of the outcome of the RFI process or by virtue of cancellation and/or postponement of the RFI process. Where applicable a non-refundable fee for documents may be charged.

13.2. Clarifications

- 13.2.1. All questions or queries regarding the Request for Information must be directed to the person stated on the front page of this document, stating the relevant Bid number in the subject field, at least five business days before the stipulated closing date and time of the Request for Information. No e-mails, faxes and/or telephone calls should be directed to any other employees of TCTA.
- 13.2.2. TCTA shall not be liable nor assume liability for any failure to respond to any questions and/or queries raised by potential Bidders.
- 13.2.3. Should a Bidder fail to complete the annexures TCTA may call upon the Bidder to complete and submit such annexures except where such annexures are indicated as mandatory or are required for purposes of functional and preferential points evaluation.

TCTA reserves the right to request clarity and to clarify any ambiguities in the documents that have already been submitted. If a Bidder fails to submit any of the

requested documents and / or annexures duly completed within 5 (five) working days of being called upon to do so, then the TCTA may disqualify the Bidder.

13.3. Modification, Alteration or Substitution and/or Withdrawal of a Submission

- 13.3.1. Any Company shall be entitled to withdraw or modify its Submission at any time prior to the stipulated closing date and time.
- 13.3.2. Any amendment or alteration to the RFI documents must be received before the closing date and time of the RFI as stipulated in the Special conditions of the RFI. The words "Amendment to the RFI" and the description of the RFI must be clearly reflected on the envelope containing the documents or courier packaging as referred to in Condition 8.2.
- 13.3.3. No modification, alteration or substitution of Submissions will be permitted after the stipulated closing date and time.
- 13.3.4. TCTA reserves the right to request for clarification needed to evaluate the Information, however, such request for clarification shall not allow or entitle companies to change the substance or price of their submissions after opening. Any request for clarification and the Bidder's responses will be made in writing.

13.4. Disclaimer - Protection of Personal Information Act

- 13.4.1. By participating in this bid process, you hereby acknowledge that you have read and accept the following Protection of Personal Information (POPI) disclaimer.
- 13.4.2. You (the Bidder, herein after referred to in the first person for purposes of this disclaimer) understand and agree that all information provided, whether personal or otherwise, may be used and processed by TCTA and such use may include placing such information in the public domain.
- 13.4.3. Further by partaking in this process you specifically agree that the TCTA will use such information provided by you, irrespective of the nature of such information.
- 13.4.4. TCTA shall take all reasonable measures to protect the personal information of users and for the purpose of this disclaimer "personal information" shall be defined as detailed in the Promotion of Access to Information Act, Act 2 of 2000 ("PAIA") and the Protection of Personal Information Act, Act 4 of 2013 ("POPI").
- 13.4.5. As per the POPI Act personal information refers to information that identifies or relates specifically to you as a person or data subject, for example, your name, age, gender, identity number and your email address.

13.4.6. We may collect the following information about you:

- 13.4.6.1. Your name, address, contact details, date of birth, place of birth, identity number, passport number, bank details, details about your employment, tax number and financial information;
- 13.4.6.2. Information about your beneficial owner if we are required to do so in terms of POPIA.
- 13.4.6.3. Records of correspondence or enquiries from you or anyone acting on your behalf.
- 13.4.6.4. Details of transactions you carry out with us.
- 13.4.6.5. Details of contracts you carry out with us; and
- 13.4.6.6. Sensitive or special categories of personal information, including biometric information, such as images, fingerprints, and voiceprints.

13.4.7. If you are under 18 years old, please do not provide us with any personal information unless you have the permission of your parent or legal guardian to do so.

13.4.8. Why we collect Personal Information

13.4.9. Employee and Contractor Information

- 13.4.9.1. To Remunerate the person.
- 13.4.9.2. To comply with laws authorizing or requiring such processing, including (but not limited to) the Basic Conditions of Employment Act 75 of 1997; the Labour Relations Act 66 of 1995 as amended; the Employment Equity Act 55 of 1998; the Occupational Health and Safety Act 85 of 1993, the Income Tax Act 58 of 1962 and the VAT Act 89 of 1991.
- 13.4.9.3. To Admit the person to the Pension Fund and/or Medical Aid providers, if applicable.
- 13.4.9.4. To conduct criminal, credit, employment reference and other related reference checks.
- 13.4.9.5. To provide value added services such as human resource administration, training, performance reviews, talent management and other reasons related to the management of employees and/or contractors.

13.4.10. Client Information

- 13.4.10.1. To render client related services and administration of client accounts.

- 13.4.10.2. To conduct criminal, credit, reference, and other related reference checks.
- 13.4.10.3. To authenticate the client.
- 13.4.10.4. To provide the client with information which TCTA believes may be of interest to the client, such as information relating to public awareness campaigns and matters of public interest in which TCTA is involved or has decided to lend its support to.

13.4.11. Supplier and Third-Party Contractor/Bidder Information

- 13.4.11.1. To secure the products and services of the supplier/bidder or contractor as part of TCTA's product and service offering.
- 13.4.11.2. To manage the TCTA supply chain and relationship with the supplier and/or contractor for any purposes required by law by virtue of the relationship between the supplier and TCTA.
- 13.4.11.3. To render services relating to the administration of supplier supplier/bidder or contractor accounts.
- 13.4.11.4. To provide the supplier/bidder or contractor with information which TCTA believes may be of interest, such as information relating to public awareness campaigns and matters of public interest in which TCTA is involved or has decided to lend its support to.

13.4.12. Sources of Personal Information

- 13.4.12.1. Personal information may be collected from the following sources:
- 13.4.12.2. Directly from the person when he/she applies for any TCTA related employment, provide services to TCTA, submit forms requests or transactions, use our websites, or make use of any of the TCTA services.
- 13.4.12.3. From public registers, credit bureaus and law enforcement agencies and any other organisation from which TCTA may acquire your information.
- 13.4.12.4. From people and entities employed by TCTA to provide services to TCTA which may be legally entitled to provide TCTA with personal information.

13.4.13. The Storage of Personal Information

- 13.4.13.1. All personal information collected by TCTA will be stored as follows:
- 13.4.13.2. In a secure and safe manner according to strict information security principles with safeguards to ensure its privacy and confidentiality.

- 13.4.13.3. For no longer than is necessary to achieve the purpose for which it was collected unless further retention is:
- 13.4.13.4. Required by law or contractual obligation.
- 13.4.13.5. Otherwise reasonably required by TCTA for lawful purposes related to its functions and activities.
- 13.4.13.6. Retained further with the person's consent:
- 13.4.13.7. After which the information will be de-identified and disposed of as per the TCTA Records policy.

13.4.14. Sharing of Personal Information

- 13.4.14.1. Any information supplied to TCTA will be treated as confidential and TCTA will not disclose information unless legally permitted thereto. No information will be transferred to a Third Party without the explicit consent of the data subject unless legally obliged thereto. By providing the personal information, the data subject agrees that TCTA may transfer the information to the following people and organisation's in pursuit of the data processing purposes set out in our Policy on the Protection of Personal Information.
- 13.4.14.2. To the divisions and departments in TCTA, including directors, employees, contractors, agents, auditors, legal and other professional advisors who are authorised to process this information.
- 13.4.14.3. To financial and government organisation's who may request information from TCTA, in which case the data subject will be notified in advance; the provision of such information, including banks, governmental, judicial, regulatory and law enforcement bodies including the South African Revenue services and the National Credit Regulator.
- 13.4.14.4. To persons employed by TCTA to provide services on our behalf and that adhere to principles like TCTA regarding the treatment of personal information.
- 13.4.14.5. To any person to whom TCTA cede, delegate, transfer or assign any of our rights or obligations pertaining to products and/or services provided to the person or contracts concluded with the person.
- 13.4.14.6. To any person who acts as legal guardian, executor of an estate, curator or in a similar capacity.

- 13.4.14.7. To any person or persons who may be permitted by applicable law or that you may consent to, including persons or entities who may request such information to evaluate the credit worthiness of the person.

13.4.15. Your Rights regarding your Personal Information

- 13.4.15.1. A data subject (employee, contractor, supplier and/or customer) has the following rights to his/her personal information collected, processed, and stored by TCTA:
- 13.4.15.2. Right of access to and the right to rectify or update the personal information collected.
- 13.4.15.3. The right to object at any time to the processing of the personal information in which event the consequences of the objection will be explained to the data subject.
- 13.4.15.4. The right to request TCTA to no longer process the personal information of the data subject should the information not be required for further processing or by law.

13.4.16. General Conditions pertaining to Personal Information

- 13.4.16.1. TCTA accepts no liability whatsoever for any loss, damage (whether direct, indirect, special, or consequential) and/or expenses of any nature whatsoever which may arise because of, or which may be attributable directly or indirectly from information made available on this document, or actions or transaction resulting there from.
- 13.4.16.2. This disclaimer shall be read together with the TCTA terms and conditions also available on the TCTA website <https://www.tcta.co.za>.

13.5. **Conflicts of Interest**

Bidders are required to provide professional, objective and impartial advice/services and at all times and to hold the client's interest's paramount, without any consideration for future work and strictly avoid conflicts with other assignments or their own corporate interests.

13.6. **Prohibition of Bribery, Fraudulent and Corrupt Practices**

No Bidders shall directly or indirectly commit, or attempt to commit, for the benefit of the Bidder or any other person, any of the following:

- 13.6.1. Influencing, or attempting to influence, any TCTA's employees or agents in respect of the award of a Bid or the outcome of the Bid process in relation to any contract for the provision of goods or services; and/or

- 13.6.2. Offering, or giving gratification to, and/or inducing, or attempting to induce, as defined in the Prevention and Combating of Corrupt Activities Act No. 12 of 2004, as amended from time to time, any of TCTA's employees or agents, in favour of or for the benefit of the Bidder and/or any other party; and/or
- 13.6.3. Bribing, or attempting to bribe, any TCTA's employees or agents in order to influence the outcome of a Bid process in favour of or for the benefit of the Bidder and/or any other party.
- 13.6.4. TCTA shall be entitled to disqualify any Bidder/s if it has reason to believe that any conduct relating to that set out in Condition 16.1 above has occurred.

13.7. Fronting

- 13.7.1. The TCTA supports the spirit of Broad-Based Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background TCTA condemns any form of fronting.
- 13.7.2. TCTA, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation process, conduct or initiate the necessary probity investigation to determine the accuracy of the representation made in the bid document. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry be established during such enquiry / investigation, the onus will be on the Bidder to prove that fronting does not exist.
- 13.7.3. Failure to do so within a period of 14 days from the date of notification may invalidate the Bid/contract and may also result in the restriction of the Bidder, by National Treasury, to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder concerned.

13.8. Intellectual Property Rights

- 13.8.1. All Intellectual Property rights owned by and licenced to each Party remains the sole property of such Party.
- 13.8.2. TCTA shall not acquire all copyright and other proprietary rights in the Scope of Work including but not limited to all reports, written advice or other written materials generated by the Bidder in the execution of its obligations in terms of this RFI.

- 13.8.3. The Bidder warrants that no aspect of the Bidder Intellectual Property utilised by TCTA in terms of this Agreement will infringe any patent, design, copyright, trade secret or other proprietary right of any third party and the Bidder shall, at its cost, defend TCTA against any claim that the Services infringe any such third party Intellectual Property.

13.9. **Confidential Information**

- 13.9.1. Confidential information shall refer to any information or data, other than personal information, whether in written, oral, graphic or in any other form such as in documents, papers, memoranda, correspondence, notebooks, reports, drawings, diagrams, discs, articles, samples, test results, prototypes, designs, plans, formulae, patents, or inventor's certificates, which a Party discloses or provides to the other Party (intentionally or unintentionally, or as a result of one Party permitting the representative of the other Party to visit any of its premises).
- 13.9.2. TCTA shall not divulge any confidential information to any third party, including the media, without the companies consent.
- 13.9.3. The confidentiality obligations will not apply to information which:
- 13.9.3.1. is public knowledge, or becomes public knowledge at any time through no fault of TCTA;
 - 13.9.3.2. is disclosed to the TCTA by a third party with the lawful right to such make disclosure and who did not obtain such information directly or indirectly from the bidder;
 - 13.9.3.3. was known to TCTA prior to the date of disclosure by the bidder as it can prove through documentary material in its possession; and or
 - 13.9.3.4. is required to be disclosed in terms of an order of court.