



TRANS-CALEDON TUNNEL AUTHORITY

For more information on TCTA, please visit our web site www.tcta.co.za

REQUEST FOR INFORMATION

RFI NO: 055/2025/PF&T/SOFTWARE/RFI

REQUEST FOR INFORMATION FOR A SOLUTION TO ENABLE TCTA TO AUTOMATE THE MONITORING, TRACKING, AND REPORTING OF COVENANT COMPLIANCE REQUIREMENTS

Bid Number	055/2025/PF&T/SOFTWARE/RFI
Briefing Session:	N/A
RFI Issue Date	12 August 2025
Clarification Deadline:	08 September 2025 @16h00
Closing Time & Date	11 September 2025 @ 10h00
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

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1. PURPOSE OF ISSUING THE REQUEST FOR INFORMATION

The purpose of issuing this RFI is to source information on available solutions to enable TCTA to automate the monitoring, tracking, and reporting of compliance in relation to loan covenant requirements, Domestic Medium-Term Notes (DMTN), borrowing limits, guarantees, and income/implementation agreements – Compliance Monitoring solution. ,

This RFI is not a request for proposal, request for quotation, offer or an invitation for bid, nor does its issuance restrict the TCTA from requesting competitive bid.

This is an RFI only, and all information received will be used for planning and market research purposes only.

The issuance of this RFI is the initial step in the process to request information from prospective companies on available Compliance Monitoring solutions

The submitted responses will assist TCTA to craft more fitting requirements and details technical requirements which will form part of the Request for Bid to be issued subsequent to the RFI stage. Responding entities to this RFI may further be requested to conduct a demonstration of the solution forming the basis of the response to TCTA representatives.

The scope, and other inferences thereof, in this document shall be used as a guide to understand the technical and functionality capability of your Solution.

2. BACKGROUND

TCTA is a South African public sector entity that implements bulk raw water infrastructure development on behalf of the Department of Water and Sanitation. It was established by Notice No. 2631 published in Government Gazette No. 10545 dated 12 December 1986 (as amended by Notice No. 277 published in Government Gazette No. 21017 dated 24 March 2000) (The Notice of Establishment), promulgated in terms of Chapter 10 of the National Water Act, 1998 and is listed in Schedule 2 of the Public Finance Management Act, 1999, (PFMA).

TCTA is mandated to raise funding for bulk raw water infrastructure projects and must comply with complex funding-related obligations, including covenants embedded within various loan and project agreements. Currently, TCTA tracks covenants manually, which poses risks of non-compliance that could trigger severe financial and legal consequences.

TCTA requires a robust Covenant Monitoring Solution that will:

- Automate tracking and reporting of loan covenants, Domestic Medium-Term Notes (DMTN), borrowing limits, guarantees, and income/implementation agreements;

- Provide alerts and reminders for covenant deadlines;
- Offer reporting and audit trail functionalities;
- Enhance operational controls and compliance oversight.

Objective of this RFI:

- To obtain information on commercially available Covenant Monitoring Solutions.
- To assess market capability for providing such solutions with customization potential.
- To gather technical and commercial details for potential procurement in the next stage.
- A virtual demonstration to showcase the solution's capabilities will be scheduled by TCTA after assessment of the submissions.

3. KEY INFORMATION TO BE SUPPLIED

The information required by TCTA must include, but not be limited to, the following key information:

3.1. TECHNICAL REQUIREMENTS AND SOLUTION ARCHITECTURE:

- Cloud-based, on-premises deployment, or Software as a Service (SaaS) options
- Solution architecture diagrams
- Components and supporting technologies
- Security measures and data protection
- Hosting arrangements
- Backup and disaster recovery capabilities
- Approach to project implementation and risk mitigation
- Database type
- Operating System requirements

3.2. FUNCTIONAL CAPABILITIES (ADDRESSING AT LEAST THESE AREAS):

Description of the Covenants Monitoring solution, whether it can effectively respond to the following business requirements:

The information required by TCTA must include, but not be limited to the following key information:

Nr	Functional Requirement Name	Functional Requirement Description
FR01 - Document Management and Access		
1.1	Document Repository	<ul style="list-style-type: none"> • Create a secure, centralized repository for storing all Transaction Documents, including CRMPs, risk registers, original agreements, addenda, waivers, and correspondence, etc. • Create and assign logical file numbers for the centralized repository per project (if possible following ISO standards). • Capture all compliance requirements for every Transaction Document and other identified documents under every project. • Create an identity number for each item with cross-reference to the action plans in the risk registers. • Allow Project Finance Managers to ensure accurate capture of compliance requirements. • Allow easy access, search, and retrieval of documents by keywords, project name, loan agreement ID, or other metadata or a combination of the above.
1.2	Transaction Document Management	<ul style="list-style-type: none"> • Support automatic extraction of compliance obligations from PDF-format or MS Word Transaction Documents. • Enable manual creation, completion, and editing of compliance records. • Store and print evidence of compliance with compliance requirements.
1.3	Version Control	<ul style="list-style-type: none"> • Track versions of all documents in the Document Repository under item 1.1 above with timestamps and editor information.
1.4	Access Control	<ul style="list-style-type: none"> • Implement role-based access control (RBAC) to ensure only authorized personnel can view, edit, or annotate specific documents.
FR02 - Data Extraction and Review		
2.1	Data Extraction	<ul style="list-style-type: none"> • Provide automated data extraction to identify and categorize covenants (both affirmative and negative) within the Document Repository under item 1.1 above. • Organize extracted covenants by project and time, ensuring that no covenants are missed by analysing all relevant documents within the Document Repository under item 1.1 above.
2.2	Covenant Categorization	<ul style="list-style-type: none"> • Classify covenants as affirmative (e.g., insurance coverage maintenance) or negative (e.g., restrictions on debt acquisition). • Assign specific measurement periods (e.g., quarterly, annually) to each covenant, as per the agreements.

Nr	Functional Requirement Name	Functional Requirement Description
FR03 - Checklist Creation and Maintenance		
3.1	Checklist Creation	<ul style="list-style-type: none"> Develop a comprehensive, digital checklist that includes all identified covenants, categorized by type (affirmative/negative) and measurement period.
		<ul style="list-style-type: none"> Include fields to capture key details, such as covenant description, applicable project, measurement frequency (e.g. quarterly, annually) and required actions in the documents and the risk registers.
3.2	Checklist Maintenance	<ul style="list-style-type: none"> Allow for real-time updates to the checklist as agreements or covenants are modified through addenda or new agreements.
FR04 - Compliance Tracking and Recording		
4.1	Compliance Record Details	<ul style="list-style-type: none"> Each compliance record must include the following fields: <ul style="list-style-type: none"> Document ID number Title of Transaction Document Project name Counterparty (e.g., project lender) Effective Date and Termination Date Responsible Project Finance Manager and Project Financier. Related Transaction Documents Description of compliance requirement with clause reference Status of compliance requirement (active, suspended, cancelled, waived) Consequences of non-compliance Remedy period in case of breach Procedures for handling Potential or Actual Event of Default Compliance calendar with due dates and compliance ID number Trigger events and reporting time Standard Operating Procedure (SOP) details, with steps, responsibilities, timelines, and evidence tracking. Alert time for each covenant e.g. 3 months before a specific due date
4.2	Action Recording	<ul style="list-style-type: none"> Provide fields within the checklist to record covenant-related actions and/or cross-references to risk registers (e.g., submission of financial statements, compliance certificates, other documents) taken by TCTA.
		<ul style="list-style-type: none"> Track key deliverables and document submissions to lenders and other stakeholders, including deadlines, responsible personnel, and statuses.
4.3	Compliance Status Tracking	<ul style="list-style-type: none"> Track the compliance status of each covenant (e.g., compliant, non-compliant, pending) to monitor TCTA's adherence in real-time.

Nr	Functional Requirement Name	Functional Requirement Description
FR05 - Automated Alerts and Reminders		
5.1	Automated Alerts	<ul style="list-style-type: none"> Set up automated alerts triggered by specific events, such as approaching deadlines for financial reports or covenant compliance requirements.
		<ul style="list-style-type: none"> Send alerts before compliance events to designated individuals (via email or messaging platforms) where compliance status is at risk, based on the set thresholds.
5.2	Automated Reminders	<ul style="list-style-type: none"> Enable automated reminders for approaching deadlines and due dates to the responsible team members to ensure timely compliance (via email or messaging platforms).
		<ul style="list-style-type: none"> Consolidate compliance events for each individual into a single email per project to prevent notification overload.
		<ul style="list-style-type: none"> Remind team members of covenant requirements on a schedule that minimizes last-minute activity and reduces the risk of covenant breaches.
5.3	Escalation Mechanism	<ul style="list-style-type: none"> If action is not performed by the specified date, escalate notifications to relevant line managers up to the Executive Manager.
FR06 - Task Assignment and Monitoring		
6.1	Task Assignment	<ul style="list-style-type: none"> Assign tasks related to covenant compliance (e.g., preparing financial statements, submitting reports) to designated team members within the tool.
		<ul style="list-style-type: none"> Track each task's status, including due dates, person responsible, and task completion status.
6.2	Progress Monitoring	<ul style="list-style-type: none"> Provide a central interface to monitor task progress in real-time, ensuring all tasks related to compliance are on track.
FR07 - Scheduling and Reporting		
7.1	Financial Reporting Schedule	<ul style="list-style-type: none"> Set up a customizable schedule for financial reporting requirements, such as monthly, quarterly, and annual reporting.
7.2	Compliance Reporting	<ul style="list-style-type: none"> Generate compliance reports detailing covenant statuses, actions taken, deadlines, and any breaches or delays for management review.
7.3	Customizable Reporting	<ul style="list-style-type: none"> Generate monthly, quarterly, and on-demand reports, including: <ul style="list-style-type: none"> Compliance performance during the previous reporting period. Upcoming compliance events calendar. Compliance risk indicators (e.g., overdue action steps). Status of SOP-defined action plans. Open/closed compliance actions. Matters escalated through the line up to the Executive Manager. Evidence of compliance.

Nr	Functional Requirement Name	Functional Requirement Description
FR08 - Dashboard and Centralized Overview		
8.1	Centralized Dashboard	<ul style="list-style-type: none">Create a centralized dashboard to display an overview of all covenants, their compliance statuses, upcoming deadlines, and responsible personnel.
		<ul style="list-style-type: none">Use visual indicators (e.g., color-coding, icons) to quickly show which covenants are at risk, pending compliance actions, and completed tasks.
8.2	Real-Time Status Updates	<ul style="list-style-type: none">Provide real-time updates on covenant statuses and task completions, allowing users to see an up-to-date compliance status overview.
FR09 - Deadline Management and Prompting		
9.1	Deadline Tracking	<ul style="list-style-type: none">Track and display deadlines for each deliverable, such as submission of financial statements or compliance certifications.
9.2	Deadline Prompts	<ul style="list-style-type: none">Prompt the person responsible for each deliverable with sufficient lead time before deadlines to minimize the risk of missed deadlines.
9.3	Prioritization of Requirements	<ul style="list-style-type: none">Allow compliance requirements to be prioritized according to customizable criteria (e.g. consequences of breach).
9.4	Compliance Events Calendar	<ul style="list-style-type: none">Maintain a compliance events calendar.
		<ul style="list-style-type: none">Produce upcoming compliance events over a defined horizon per project, counterparty, or Transaction Document.
FR10 - Audit Trail and Compliance History		
10.1	Audit Trail	<ul style="list-style-type: none">Maintain detailed audit trails of all actions within the tool, including document views, updates, task assignments, and compliance status changes.
		<ul style="list-style-type: none">Record user actions with timestamps, allowing for full traceability and accountability.
		<ul style="list-style-type: none">Also capable of automatically sending audit logs to a central log aggregator (Security Information and Event Management – SIEM).
10.2	Compliance History	<ul style="list-style-type: none">Archive historical compliance records for each covenant, providing a clear view of TCTA's compliance performance over time.

3.3. TECHNICAL REQUIREMENTS:

- Compatibility with TCTA systems: Microsoft Windows Server environment.
- API/Integration capabilities to FTI Star (Treasury Management System) and Sage 300 (Financial Management System).
- Scalability and configuration options: increase or reduce the number of users, the number of loan covenants, etc.

3.4. TRAINING APPROACH:

- Whether the service provider will be able to provide training to TCTA staff on the use of the software solution;
- Whether training manuals and documentation will be provided to recipients of the training.

3.5. POST-IMPLEMENTATION SUPPORT:

- Whether the bidder will be able to provide to TCTA a manual to support TCTA in the use of the software solution;
- Whether the bidder will be able to provide technical and functional support for the use of the software solution during normal business hours (08:00 – 16:30 South African time);
- Whether the support will be telephonic, remote, or on-site;
- Whether a monthly incident report on support will be provided;
- Whether the bidder will attend to regular software updates and maintenance of the solution and/or release of a new version of the software during the contract period. And whether this is included in the license fee or will be at an additional cost.
- Whether support is billed per hour or a fixed annual fee.
- Whether the bidder has options to customise the system when needed;
- What are the Service Level Agreements (SLAs) offered?

3.6. IMPLEMENTATION APPROACH AND ASSUMPTIONS:

- What is assumed to be in place for the solution to be implemented and operational, i.e. Pre-requisites and infrastructure requirements
- Proposed timeline for implementation.
- Key success factors.
- Risk mitigation measures.

3.7. PRICING MODEL (INDICATIVE ONLY):

- Licensing Model (Subscription/Perpetual);

- Costs for Implementation, Licensing, Support, Maintenance, and Training.
- Any customisation costs (if applicable).
- Quoted amount is to include all costs and disbursements (including but not limited to travel and other expenses).

4. SUBMISSION REQUIREMENTS

The following documentation must be submitted. The documentation submitted must be numbered in accordance with the numbering set out in this RFI.

RETURNABLE DOCUMENTS

Bidders are requested to submit the following documentation:

Table 2: Returnable Documents

Section No.	Content
Section 1	• Technical requirements and solution architecture information
Section 2	• Functional Capabilities - Description of the Covenants Monitoring solution
Section 3	• Accreditation information of the company
Section 4	• Accreditation information of personnel (technical expert, certification, and/or qualifications)
Section 5	• Training approach and documentation
Section 6	• Support and maintenance details
Section 7	• Pricing Model with all-inclusive costs (indicative only).

Service providers Checklist:

This section should be read in conjunction with section 3 above.

Section No.	Content	DOCUMENT SUBMITTED (Tick "Yes" or "No", and if "No", provide comments)		
		YES	NO	COMMENTS
Section 1	Technical requirements and solution architecture information			
Section 2	Functional Capabilities - Description of the Covenants Monitoring solution			
Section 3	Accreditation information of the company			
Section 4	Accreditation information of personnel (technical expert, certification, and/or qualifications)			
Section 5	Training approach and			

	documentation			
Section 6	Support and maintenance details			
Section 7	Pricing Model with all-inclusive costs (indicative only).			

IMPORTANT NOTES:

1. Submission of an RFI response does not constitute an offer or obligation for TCTA to procure the solution.
2. This process is strictly for information gathering.
3. A virtual demonstration to showcase the solution's capabilities will be scheduled by TCTA after assessment of the submissions [received after the closing date of the RFI](#).

5. SUBMISSION OF RESPONSE

- Responses must be submitted complete and in writing.
- Respondents shall bear their own costs, disbursements and expenses associated with the preparation and submission of the RFI, including submission of any additional information requested by TCTA.
- TCTA shall not under any circumstances be liable nor assume liability to any respondent for costs, disbursements and/or expenses incurred by respondents regardless of the outcome of the RFI process.
- All requests for information in all sections of this document must be answered as concisely as possible while providing all information necessary to understand the services and solutions for the covenants monitoring tool proposed.
- Any deviations from requirements, or requirements that cannot be satisfied by the respondent, must be clearly identified.
- Any information of a confidential or proprietary nature contained in the response should be clearly marked 'PROPRIETARY' or 'CONFIDENTIAL'. Reasonable precautions will be taken to safeguard any part of the response identified by a respondent as being confidential or proprietary. All responses, once delivered, become the property of TCTA.

6. CONDITIONS OF RFI

6.1. CLARIFICATIONS

- 6.1.1 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 RFI number in the subject field, at least five business days before the stipulated closing date and time of the RFI. No e-mails, faxes and/or telephone calls should be directed to any other employees of TCTA.
- 6.1.2 TCTA shall not be liable nor assume liability for any failure to respond to any questions and/or queries raised by potential Bidders.

6.2. AMENDMENTS

- 6.2.1. TCTA reserves the right, in its sole and absolute discretion, to amend any terms and conditions of the Request for information and/or to stipulate additional requirements, provided that such amended terms and conditions and/or additional requirements are placed on TCTA's website at least 10 (ten) business days prior to the stipulated closing date and time.
- 6.2.2. Any amended terms and conditions and/or stipulation of additional requirements by TCTA shall be deemed to form part of this RFI
- 6.2.3. TCTA shall not be liable, nor assume liability of any nature whatsoever, for the failure of a Bidder to receive information if sent to the e-mail, fax or postal address supplied.
- 6.2.4. TCTA reserves the right to stipulate additional requirements as it deems appropriate in its sole and absolute discretion.

6.3. DISCLAIMER – PROTECTION OF PERSONAL INFORMATION ACT

- 6.3.1 By participating in this bid process, you hereby acknowledge that you have read and accept the following Protection of Personal Information (POPI) disclaimer.
- 6.3.2 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.
- 6.3.3 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.

- 6.3.4 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”).
- 6.3.5 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.
- 6.3.6 We may collect the following information about you:
- 6.3.6.1 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;
 - 6.3.6.2 Information about your beneficial owner if we are required to do so in terms of POPIA.
 - 6.3.6.3 Records of correspondence or enquiries from you or anyone acting on your behalf.
 - 6.3.6.4 Details of transactions you carry out with us.
 - 6.3.6.5 Details of contracts you carry out with us; and
 - 6.3.6.6 Sensitive or special categories of personal information, including biometric information, such as images, fingerprints, and voiceprints.
- 6.3.7 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.

6.3.8 Why we collect Personal Information

6.3.9 Employee and Contractor Information

- 6.3.9.1 To Remunerate the person.
- 6.3.9.2 To comply with laws authorising 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.
- 6.3.9.3 To Admit the person to the Pension Fund and/or Medical Aid providers, if applicable.
- 6.3.9.4 To conduct criminal, credit, employment reference and other related reference checks.

- 6.3.9.5 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.

6.3.10 Client Information

- 6.3.10.1 To render client related services and administration of client accounts.
- 6.3.10.2 To conduct criminal, credit, reference, and other related reference checks.
- 6.3.10.3 To authenticate the client.
- 6.3.10.4 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.

6.3.11 Supplier and Third-Party Contractor/Service Provider Information

- 6.3.11.1 To secure the products and services of the supplier/service provider or contractor as part of TCTA's product and service offering.
- 6.3.11.2 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.
- 6.3.11.3 To render services relating to the administration of supplier supplier/service provider or contractor accounts.
- 6.3.11.4 To provide the supplier/service provider 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.

6.3.12 Sources of Personal Information

- 6.3.12.1 Personal information may be collected from the following sources:
- 6.3.12.2 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.
- 6.3.12.3 From public registers, credit bureaus and law enforcement agencies and any other organisation from which TCTA may acquire your information.
- 6.3.12.4 From people and entities employed by TCTA to provide services to TCTA which may be legally entitled to provide TCTA with personal information.

6.3.13 The Storage of Personal Information

- 6.3.13.1 All personal information collected by TCTA will be stored as follows:
- 6.3.13.2 In a secure and safe manner according to strict information security principles with safeguards to ensure its privacy and confidentiality.
- 6.3.13.3 For no longer than is necessary to achieve the purpose for which it was collected unless further retention is:
- 6.3.13.4 Required by law or contractual obligation.
- 6.3.13.5 Otherwise reasonably required by TCTA for lawful purposes related to its functions and activities.
- 6.3.13.6 Retained further with the person's consent:
- 6.3.13.7 After which the information will be de-identified and disposed of as per the TCTA Records policy.

6.3.14 Sharing of Personal Information

- 6.3.14.1 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 organisations in pursuit of the data processing purposes set out in our Policy on the Protection of Personal Information.
- 6.3.14.2 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.
- 6.3.14.3 To financial and government organisations 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.
- 6.3.14.4 To persons employed by TCTA to provide services on our behalf and that adhere to principles like TCTA regarding the treatment of personal information.
- 6.3.14.5 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.

- 6.3.14.6 To any person who acts as legal guardian, executor of an estate, curator or in a similar capacity.
- 6.3.14.7 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.

6.3.15 Your Rights regarding your Personal Information

- 6.3.15.1 A data subject (employee, contractor, supplier and/or customer) has the following rights to his/her personal information collected, processed, and stored by TCTA:
 - 6.3.15.2 Right of access to and the right to rectify or update the personal information collected.
 - 6.3.15.3 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.
 - 6.3.15.4 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.

6.3.16 General Conditions pertaining to Personal Information

- 6.3.16.1 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.

APPENDIX 1: ACKNOWLEDGEMENT OF THE RFI

Acknowledgement

We..... (name of Respondent), through our duly authorised representative, acknowledge that we have read, understand and accept the contents of the RFI document in its entirety, and our submission constitutes a response thereto.

Name & Surname of Authorised Representative

Signature

Date