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REQUEST FOR INFORMATION

RFI NO: 1001/2026/EWSS/TARIFF/RFI

REQUEST FOR INFORMATION FOR THE TARIFF MODELLING TOOL.

Bid Number	1001/2026/EWSS/TARIFF/RFI
Briefing Session:	N/A
RFI Issue Date	25 June 2026
Clarification Deadline:	15 July 2026 @16h00
Closing Time & Date	27 July 2026 @ 11h00
RFI Submission Email Address	Submissions 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. 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.

2. PREPARATION OF BID SUBMISSIONS

- 2.1 Bidders are required to comply fully with this Request for Information including annexures during submission to TCTA.
- 2.2 RFI Submissions must:
 - 2.2.1 be emailed to the address stated on the front page,
 - 2.2.2 not be late.
 - 2.2.3 clearly reflect the Bid description and bid number on the submission.
- 2.3 TCTA reserves the right to reject bids that are not submitted in line with Section 2.2.
- 2.4 Responses must be submitted complete and in writing.

- 2.5 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.
- 2.6 This RFI is not a request for proposal, request for quotation, offer or an invitation for bid, nor does its issuance restrict TCTA from requesting competitive bids.
- 2.7 This is an RFI only, and all information received will be used for planning and market research purposes only.
- 2.8 The issuance of this RFI is the initial step in the process of requesting information from prospective companies on available Tariff Modelling tools.
- 2.9 The submitted responses will assist TCTA to craft more fitting technical requirements and details which will form part of the Request for Bid to be issued after the RFI stage.
- 2.10 The scope, and other inferences thereof, in this document shall be used as a guide to understand the technical and functional capability of your solution.

3. BACKGROUND

- 3.1 The purpose of issuing this RFI is to source information on available solutions to enable TCTA to acquire a Tariff Modelling Tool to timeously and effectively calculate the tariff receivable to TCTA.
- 3.2 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).
- 3.3 TCTA aims to migrate from the manual approach of calculating tariff receivable which limits efficiency and introduces the risk of calculation errors and makes it difficult to maintain consistency across multiple models.
- 3.4 Currently, the preparation of finance tariff models is developed on a standardised Microsoft Excel template which is a highly manual, time-consuming, and error-prone process. The models have an annual timeline in general and cover the time period of construction and 20 years of debt repayment.

Each of the five projects has its own model that uses the same format, logic and flow which requires:

- Calculating present values of projected future cashflows
- Updating these cashflows annually based on new financial or operational data
- Performing scenario analyses and “goal seek” calculations

3.5 Tariff receivable represents the tariff due to TCTA from the Department of Water and Sanitation (DWS) as agreed upon between the two parties as re-imbursement to TCTA for expenditure incurred in executing its mandate.

3.6 DWS charges the water tariffs to the water users and TCTA charges DWS the same tariffs to recover costs incurred in implementing the projects. The debt obtained from the financial institutions is usually repayable over a long-time to a maximum of 20 years. In determining the tariff, the debt repayment period is considered, and the expected recovery of the costs is spread over the debt repayment period. The tariff receivables therefore have a significant financing component which means interest is charged to the tariff receivable balance to account for the time value of money.

3.7 The tariff receivable is calculated as the present value of future cash flows discounted at an effective interest rate. The present value is compared to a carrying amount which is determined by taking the present value as determined in the previous financial year, adding revenue earned in the current financial year (which equals the expenditure incurred in the current financial year), adding interest earned on the receivable (determined by applying the effective interest rate to the opening balance of the tariff receivable) and subtracting the tariff received in the current financial year.

4. SCOPE OF WORK

4.1 TECHNICAL REQUIREMENTS AND SOLUTION ARCHITECTURE

- The solution deployment hosting –the type of hosting infrastructure required to provide the solution, Cloud-based, on-premise, or Software as a Service (SaaS).
- Solution architecture diagrams – the architecture of the systems indicating the operating system, database version, infrastructure.
- Components and supporting technologies – any technology needed to enable the successful implementation of the system. This should include all the prerequisites as per the installation documentation of the vendor.
- Security measures and data protection – the frequency of security patches implementation.

- Backup and disaster recovery capabilities – indicate the frequency of the backups, the type of backups and the disaster recovery strategy.
- Approach to project implementation and risk mitigation
- What type of database type is supporting the application namely relational database (RDBMS) or not and the vendor if it is RDBMS
- Operating System requirements – what type of Operating System is required for the system.
- Compatibility with TCTA systems: Microsoft Windows Server environment.
- API/Integration capabilities to these systems: Treasury Management, Financial Management, Supply Chain Management and Human Capital Management.
- Scalability and configuration options: increase or reduce the number of users etc.

4.2 FUNCTIONAL CAPABILITIES (ADDRESSING AT LEAST THESE AREAS):

Description of the Tariff Modelling 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	Calculate Tariff Receivable	Automatically calculate the annual balance of the Tariff receivable which takes into account tariff receipts, finance income and all costs incurred for the year, both operational and capital expenditure.
FR02	Calculate Annual Interest Income	Automatically calculate the annual interest income based on the original effective interest rate determined at the beginning of the project. The interest rate is fixed. The function will apply this rate to the closing balance each year to calculate interest income for the year.
FR03	Calculate Present Values	Automatically calculate the present value of future contractual cash flows based on annually updated cash flow projections. The calculation shall apply the appropriate mathematical formula/function to discount future cash flows to their present value, using the rate and contractual cash flows populated within the system as input data.
FR04	Calculate Current and Non-Current balances	Automatically calculate the current and non-current portions of Tariff Receivables by applying a mathematical formula that determines the current portion as the difference between the closing present value and the present value attributable to the subsequent financial year. The remaining balance shall be classified as non-current.
FR05	Calculate Debt Balances	Automatically calculate accurate debt balances per facility on an annual basis, ensuring alignment to the applicable loan amortisation schedules which are excel based. The calculation shall incorporate projected

Nr	Functional Requirement Name	Functional Requirement Description
		drawdowns, capital repayments, and interest payments in order to determine the outstanding debt balance for each reporting period.
FR06	Calculate Excess Short-Term Funding	Automatically calculate the excess or shortfall in short-term funding requirements based on the inputted financial data. The calculation shall take into account available cash balances and tariff receipts, less total costs incurred, including debt repayments and interest payments, in order to determine the net funding position for the applicable reporting period.
FR07	Audit document uploads and reduce manual data capturing.	Provide functionality to upload supporting documents for reference and audit purposes. The solution shall support the upload of Excel spreadsheets to facilitate automated data ingestion and reduce the need for extensive manual processing and data capturing in a structured format, particularly where large volumes of information are involved.
FR08	Advanced Financial Functions	Perform advanced financial functions such as goal seek, sensitivity analysis, and scenario modelling. This means the system should be able to automatically test “what-if” situations without manual spreadsheet manipulation. For example, it should be able to adjust one input (such as interest rate, cash flows, or costs) to determine what value is needed to achieve a target outcome (goal seek), measure how changes in key assumptions impact results (sensitivity analysis) based on different sets of assumptions (scenario modelling).
FR9	Reduce manual efforts	Reduce manual effort and improve accuracy by:
FR9.1		Aligning to the Excel model structure and logic as far as possible, allowing the inputs of movements in capital expenditure, operating expenditure, cash balance movements, future cashflows, etc. The solution shall allow users to input and update key financial drivers, including capital expenditure movements, operating expenditure, cash balance movements, and projected future cash flows. These inputs should feed directly into automated calculations, ensuring consistency with the established model, reducing reliance on manual spreadsheet updates, and minimising the risk of input or formula errors.
FR9.2		Provide a flexible and agile system that can be easily customised to meet the specific requirements of TCTA projects. The solution shall be configurable to accommodate unique operational and financial modelling needs, such as Acid Mine Drainage (AMD) operations and maintenance treatment within the Vaal River System (VRS) tariff model. This includes the ability to adapt inputs, calculations, assumptions, and reporting structures without requiring extensive redevelopment, ensuring the system can evolve in line with project-specific requirements and regulatory or operational changes.
FR9.3		Automatically pulling the inputted information to the main tariff model to calculate the tariff receivable balance.

5. STAGE 1: RETURNABLES

ALL RETURNABLES ARE REQUIRED FOR PURPOSES OF EVALUATION.

No.	Document Type	Description	Status
1.	Functional	Business Proposal covering the scope of work and information requested or a summary as to why those cannot be provided.	Non-Mandatory
2.	Administrative	Standard National Treasury Bidding Documents (SBD) SBD1	Non-Mandatory
3.	Administrative	A valid copy of BBBEE Certificate / a sworn affidavit	Non-Mandatory
4.	Evaluation	Pricing Schedule	Non-Mandatory

6. STAGE 2: INFORMATION REQUESTED

The bidder should submit a proposal covering the following and where it is unable to do so or proposes an alternative approach they should indicate accordingly in their proposal.

Section No.	Content	(Tick "Yes" or "No", and if "No", provide comments)		
		YES	NO	COMMENTS
Section 1	Technical requirements and solution architecture information			
	Compatibility with TCTA systems: Microsoft Windows Server environment.			
	API/Integration capabilities to these systems: Treasury Management, Financial Management, Supply Chain Management and Human Capital Management.			
	Scalability and configuration options: increase or reduce the number of users etc.			
Section 2	Functional Capabilities - Description of the Tariff Modelling solution including the integration with TCTA architecture.			
Section 3	Has the accreditation information of the company provided?			
Section 4	Has the accreditation information of personnel (technical expert, certification, and/or qualifications) provided?			
Section 5	Training approach and documentation			
	Whether the bidder will be able to provide training to TCTA staff on the use of the software solution.			

Section No.	Content	(Tick “Yes” or “No”, and if “No”, provide comments)		
		YES	NO	COMMENTS
	Whether training manuals and documentation will be provided to recipients of the training.			
Section 6	Support and maintenance details			
	Whether the bidder will be able to provide to TCTA a manual to support TCTA in the use of the software solution.			
	Can the bidder 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.			
	Is the bidder providing a monthly incident report on support?			
	Will the bidder attends to regular software updates and maintenance of the solution and/or release of a new version of the software during the contract period? And will this be included in the license fee or will be at an additional cost?			
	How is support is billed, per hour or a fixed annual fee etc?			
	Does the bidder have options to customise the system when needed?			
	What are the Service Level Agreements (SLAs) offered?			
Section 7	Pricing Model with all-inclusive costs (indicative only).			
	What is assumed to be in place for the solution to be implemented and operational, i.e. pre-requisites and infrastructure requirements?			
	Is there a proposed timeline for implementation?			
	Are there any key success factors?			
	Are the any risk mitigation measures?			

7. STAGE 3: PRICE

Pricing Model with all-inclusive costs (indicative only).

Bidders may use the provided pricing schedule to provide TCTA with an RFI and are welcomed to include any costs not listed in the structure or delete the information included under the stage except bullet point 1 and 2.

User training	R
Application Administration Training	R
Hosting Fee	R
Licence fee (Perpetual or Subscription)	R
<i>Support and Maintenance</i>	R
Customisation	R
Total Excluding VAT	R
VAT @ 15%	R
Total Bid price for a period of 24 months	R

- Bidders must provide a detailed and itemised pricing schedule. Pricing must be inclusive, covering all costs, fees, and disbursements.
- No additional or hidden costs will be considered post-award.
- If the price offered by the highest scoring bidder is not market related, TCTA reserves the right not to award to that bidder.
- Prices must be firm and unconditional.

8. STAGE 4: SUPPLIER VETTING

TCTA may disqualify a bidder who/whose:

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

9. CONDITIONS OF THE RFI

Any RFI submission that does not meet the conditions of RFI may be rejected and not evaluated at all. Such a RFI submission will not be acceptable.

9.1 COSTS OF BIDDING

- 9.1.1 Bidders 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 or attending the compulsory briefing session.
- 9.1.2 TCTA shall not under any circumstances be liable nor assume liability to any Bidder for costs, disbursements and/or expenses incurred by Bidders 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.

9.2 CLARIFICATIONS

- 9.2.1 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 RFI 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.
- 9.2.2 TCTA shall not be liable nor assume liability for any failure to respond to any questions and/or queries raised by potential Bidders.
- 9.2.3 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.

9.3 MODIFICATION, ALTERATION OR SUBSTITUTION AND/OR WITHDRAWAL OF A RFI SUBMISSION

- 9.3.1 Any Bidder shall be entitled to withdraw or modify its RFI Submission at any time prior to the stipulated closing date and time.
- 9.3.2 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 RFI.
- 9.3.3 No modification, alteration or substitution of RFI Submissions will be permitted after the stipulated closing date and time.

- 9.3.4 TCTA reserves the right to request clarification needed to evaluate their RFI, however, such request for clarification shall not allow or entitle Bidders to change the substance or price of their RFIs after RFI opening. Any request for clarification and the Bidder's responses will be made in writing.

9.4 DISCLAIMER - PROTECTION OF PERSONAL INFORMATION ACT

- 9.4.1 By participating in this RFI process, you hereby acknowledge that you have read and accept the following Protection of Personal Information (POPI) disclaimer.
- 9.4.2 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.
- 9.4.3 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.
- 9.4.4 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").
- 9.4.5 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.
- 9.4.6 We may collect the following information about you:
- 9.4.6.1 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.
 - 9.4.6.2 Information about your beneficial owner if we are required to do so in terms of POPIA.
 - 9.4.6.3 Records of correspondence or enquiries from you or anyone acting on your behalf.
 - 9.4.6.4 Details of transactions you carry out with us.
 - 9.4.6.5 Details of contracts you carry out with us; and
 - 9.4.6.6 Sensitive or special categories of personal information, including biometric information, such as images, fingerprints, and voiceprints.
- 9.4.7 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.

9.4.8 Why we collect Personal Information

9.4.8.1 Employee and Contractor Information

- 9.4.8.1.1 To Remunerate the person.
- 9.4.8.1.2 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.
- 9.4.8.1.3 To Admit the person to the Pension Fund and/or Medical Aid providers, if applicable.
- 9.4.8.1.4 To conduct criminal, credit, employment reference and other related reference checks.
- 9.4.8.1.5 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.

9.4.8.2 Client Information

- 9.4.8.2.1 To render client related services and administration of client accounts.
- 9.4.8.2.2 To conduct criminal, credit, reference, and other related reference checks.
- 9.4.8.2.3 To authenticate the client.
- 9.4.8.2.4 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.

9.4.8.3 Supplier and Third-Party Contractor/Bidder Information

- 9.4.8.3.1 To secure the products and services of the supplier/bidder or contractor as part of TCTA's product and service offering.
- 9.4.8.3.2 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.
- 9.4.8.3.3 To render services relating to the administration of supplier/bidder or contractor accounts.

- 9.4.8.3.4 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.

9.4.8.4 Sources of Personal Information

- 9.4.8.4.1 Personal information may be collected from the following sources:
- 9.4.8.4.2 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.
- 9.4.8.4.3 From public registers, credit bureaus and law enforcement agencies and any other organisation from which TCTA may acquire your information.
- 9.4.8.4.4 From people and entities employed by TCTA to provide services to TCTA which may be legally entitled to provide TCTA with personal information.

9.4.8.5 The Storage of Personal Information

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

9.4.8.6 Sharing of Personal Information

- 9.4.8.6.1 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.

- 9.4.8.6.2 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.
- 9.4.8.6.3 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.
- 9.4.8.6.4 To persons employed by TCTA to provide services on our behalf and that adhere to principles like TCTA regarding the treatment of personal information.
- 9.4.8.6.5 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.
- 9.4.8.6.6 To any person who acts as legal guardian, executor of an estate, curator or in a similar capacity.
- 9.4.8.6.7 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.

9.4.8.7 Your Rights regarding your Personal Information

- 9.4.8.7.1 A data subject (employee, contractor, supplier and/or customer) has the following rights to his/her personal information collected, processed, and stored by TCTA:
- 9.4.8.7.2 Right of access to and the right to rectify or update the personal information collected.
- 9.4.8.7.3 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.
- 9.4.8.7.4 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.

9.4.9 General Conditions pertaining to Personal Information

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.

- 9.4.10 This disclaimer shall be read together with the TCTA terms and conditions also available on the TCTA website <https://www.tcta.co.za> .

9.5 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.

9.6 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:

- 9.6.1 Influencing, or attempting to influence, any TCTA's employees or agents in respect of the award of a RFI or the outcome of the RFI process in relation to any contract for the provision of goods or services; and/or
- 9.6.2 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
- 9.6.3 Bribing, or attempting to bribe, any TCTA's employees or agents in order to influence the outcome of a RFI process in favour of or for the benefit of the Bidder and/or any other party.
- 9.6.4 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.

9.7 FRONTING

- 9.7.1 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.

- 9.7.2 TCTA, in ensuring that Bidders conduct themselves in an honest manner will, as part of the RFI evaluation process, conduct or initiate the necessary probity investigation to determine the accuracy of the representation made in the RFI 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.
- 9.7.3 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.

9.8 INTELLECTUAL PROPERTY RIGHTS

- 9.8.1 All Intellectual Property rights owned by and licenced to each Party remains the sole property of such Party.
- 9.8.2 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.
- 9.8.3 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.

9.9 CONFIDENTIAL INFORMATION

- 9.9.1 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).
- 9.9.2 TCTA shall not divulge any confidential information to any third party, including the media, without the bidder's consent.
- 9.9.3 The confidentiality obligations will not apply to information which:
- 9.9.3.1 is public knowledge or becomes public knowledge at any time through no fault of TCTA.

- 9.9.3.2 is disclosed to the TCTA by a third party with the lawful right to make such disclosure and who did not obtain such information directly or indirectly from the bidder.
- 9.9.3.3 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
- 9.9.3.4 is required to be disclosed in terms of an order of court.