

CTICC Standard Conditions of Tender for General Goods and Services

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1. GENERAL

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the CTICC's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and managed and require the CTICC to conduct the process of offer and acceptance in terms of a set of standard procedures.

The Standard Conditions of Tender standardise the procurement processes, methods, and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project-specific through the tender data associated with a specific project.

The Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements as contemplated by section 217 of the Constitution:

Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the CTICC, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost-effective and best-value outcomes.
Cost-effective	The processes, procedures and methods are standardized with sufficient flexibility to attain the best value outcomes in respect of quality, timing and price, and the least resources to effectively manage and control procurement processes.

1.1. Ethics and conflict of interest

- 1.1.1. The CTICC and each tenderer submitting a tender offer shall comply with the relevant legislation, CTICC SCM Policy, the CTICC Preferential Procurement Policy and these conditions of tender¹.
- 1.1.2. In their dealings with each other, they shall discharge their duties and obligations as set out in these conditions, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.
- 1.1.3. The CTICC and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict.
- 1.1.4. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the CTICC shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.
- 1.1.5. The CTICC shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

1.2. Tender Documents

- 1.2.1. The documents issued by the CTICC for the purpose of a tender offer are listed in the tender data specified in each respective tender.
- 1.2.2. These conditions of tender, the tender data, the tender document, the tender response and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

1.3. Interpretation

- 1.3.1. The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
- 1.3.2. For the purposes of these conditions of tender, the following definitions apply:
- a) **conflict of interest** means any situation in which:
 - i. someone in a position of trust has competed for professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii. an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii. incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
 - b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
 - c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the CTICC or his staff or agents in the tender process;

¹ Tender includes all quotes and competitive tenders.

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- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the CTICC, including collusive practices intended to establish prices at artificial levels;

1.4. Communication and CTICC's representative

- 1.4.1. Each communication between the CTICC and a tenderer shall be to or from the CTICC's representative only, and in a form that can be readily read, copied and recorded.
- 1.4.2. Communication shall be in English.
- 1.4.3. The CTICC shall not take any responsibility for the non-receipt of communications from or by a tenderer.
- 1.4.4. The name and contact details of the CTICC's representative are stated in the tender data.

1.5. Cancellation and Re-Invitation of Tenders

- 1.5.1. The CTICC may, prior to the award of the tender, cancel a tender if-
- a) due to changed circumstances, there is no longer a need for the goods or services specified in the invitation;
 - b) funds are no longer available to cover the total envisaged expenditure; or
 - c) no acceptable tenders are received.
 - d) there is a material irregularity in the tender process.
- 1.5.2. The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised.

2. PROCUREMENT PROCEDURES

2.1. General

- 2.1.1. The relevant procurement procedure, e.g. quotes, competitive tenders, deviations, etc. will be within the thresholds and subject to such prescripts as provided for in the SCM Regulations and the CTICC SCM Policy.
- 2.1.2. Unless otherwise stated in the tender data, a tender will, subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act (PPPFA), be awarded to the tenderer who is the highest ranked or the tenderer scoring the highest number of points in terms of the preference points system, as relevant, based on the tender submissions that are received at the closing time for tenders.

2.2. Two-stage tender procedure

- 2.2.1. As per SCM Regulation 25, tenderers shall submit in the first stage only technical proposals. The CTICC shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.
- 2.2.2. The CTICC shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

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3. TENDERER'S OBLIGATIONS

3.1. Eligibility

- 3.1.1. A tenderer must submit a tender offer only if it satisfies the criteria stated in the tender data and the tenderer, or any of its principals, is not under any restriction to do business with CTICC.
- 3.1.2. Among the other stated criteria, the tenderer must be duly registered on the relevant and prescribed databases, e.g. the National Treasury Central Supplier Database (CSD) and the CTICC Supplier Database.

3.2. Cost of tendering

- 3.2.1. The tenderer must accept that, unless otherwise stated in the tender data, the CTICC will not compensate it for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.
- 3.2.2. The cost of the tender documents charged by the CTICC shall be limited to the actual cost incurred by the CTICC for printing and binding the documents, which currently is R 200.
- 3.2.3. The CTICC will make the tender documents available electronically at no cost to the tenderer, by contacting the representative listed in the Invitation to Tender.

3.3. Check documents

- 3.3.1. The tenderer must check the tender documents on receipt for completeness and notify the CTICC of any discrepancy or omission.

3.4. Confidentiality and copyright of documents

- 3.4.1. The tenderer must treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the CTICC only for the purpose of preparing and submitting a tender offer in response to the invitation.

3.5. Reference documents

- 3.5.1. The tenderer must obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of tender, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

3.6. Acknowledge addenda

- 3.6.1. The tenderer must acknowledge receipt of addenda to the tender documents, which the CTICC may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

3.7. Clarification meeting

- 3.7.1. The tenderer must attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services, or supply and raise questions.

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3.7.2. The date, time and venue of the clarification meeting/briefing session are included in the invitation to bid.

3.7.3. Where the clarification meeting/briefing session is indicated as compulsory, tenders will only be considered by entities who have attended the meeting and whose names appear on the attendance list. Should a tenderer be 15 minutes late to the compulsory meeting, the tenderer will be regarded as not having attended.

3.8. Seek clarification

3.8.1. The tenderer may request clarification of the tender documents, if necessary, by notifying the CTICC up to two (2) working days before the closing date and time stated in the invitation to bid.

3.9. Insurance, guarantees, securities, bonds, and/or policies

3.9.1. The tenderer must be aware of the extent and format of Insurance, guarantees, securities, bonds, and/or policies to be provided to the CTICC (if any) as specified in the tender data and it is advised to seek qualified advice regarding the relevant requirements.

3.9.2. If requested, the tenderer must submit for the CTICC's acceptance before the conclusion of the contract, all securities, bonds, guarantees, policies, and/or certificates of insurance required in terms of the conditions of the contract identified in the contract data.

3.10. Pricing the tender offer

3.10.1. Except for Value Added Tax (VAT), the tenderer must include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes, and other levies payable by the successful tenderer.

3.10.2. The tenderer must show VAT payable by the CTICC separately as an addition to the tendered total of the prices.

3.10.3. Subject to the pricing instructions in the tender, the tenderer must provide rates and prices that are fixed for the duration of the contract, or such period specified in the tender, and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

3.10.4. The tenderer must state the rates and prices in Rand unless instructed otherwise in the pricing instructions.

3.10.5. The conditions of the contract will stipulate payment terms, part payment or payment in other currencies, where applicable.

3.10.6. Where applicable, tenderers must indicate clearly all item prices, which would be subject to exchange rate fluctuation and must also clearly state the rate of exchange the prices are based upon. The CTICC will not be liable for payment of import charges, rate of exchange fluctuations or any other costs for charges.

3.10.7. Where applicable, a tenderer shall at his own cost and within fourteen days of the date of written notification of acceptance of his tender, obtain forward exchange cover from a bank

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to safeguard himself against fluctuations in the rate of exchange and shall notify the CTICC immediately in writing of the covered exchange rate and the firm price of the goods.

3.10.8. All prices submitted by tenderers shall be firm and free from any and/or all fluctuations, unless stated otherwise in the tender data and pricing instructions.

3.11. Alterations to documents

3.11.1. The tenderer must not make any alterations or additions to the tender documents, except to comply with instructions issued by the CTICC, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

3.12. Alternative tender offers

3.12.1. Unless stipulated differently in the tender data, the tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

3.12.2. An alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the CTICC.

3.12.3. An alternative tender offer may only be considered if the main tender offer is the winning tender.

3.13. Submitting a tender offer

3.13.1. The tenderer must submit one tender offer only, either as a single tendering entity or as a member in a joint venture/consortium to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

3.13.2. The tenderer must return all returnable documents to the CTICC after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

3.13.3. The tenderer must submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English.

3.13.4. The tenderer must sign the original and all copies of the tender offer where required in terms of the tender data. The CTICC will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the CTICC shall hold liable for the purpose of the tender offer.

3.13.5. The tenderer must seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the CTICC's address and identification details stated in the tender data, as well as the tenderer's name and contact address, the tender no. and title, the tender box No. and the closing date indicated on the envelope.

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- 3.13.6. Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the CTICC's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- 3.13.7. The tenderer must accept that tender offers submitted by e-mail will be rejected by the CTICC, unless stated otherwise in the tender data.
- 3.13.8. The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender no. and title, the tender box no. and the closing date indicated on the envelope.
- 3.13.9. The tender box is located at CTICC 1 Reception (No.1 Lower Long Street, Convention Square, Foreshore, Cape Town). The onus remains with the tenderer to ensure that the tender is placed in the correct tender box.
- 3.13.10. The sealed envelope must be inserted into the appropriate official tender box before the closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at reception adjacent to the tender box.
- 3.13.11. The tenderer must accept that the CTICC will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated or is submitted in the incorrect tender box.

3.14. Information and data to be completed in all respects

- 3.14.1. The tenderer must accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the CTICC as non-responsive.

3.15. Tendering as a joint venture/consortium

- 3.15.1. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined in sufficient detail the:
 - a) conditions under which the joint venture will function,
 - b) its period of duration,
 - c) persons authorised to represent and obligate it,
 - d) participation of the several firms forming the joint venture,
 - e) split in responsibilities and sharing of obligations as per the specifications,
 - f) obligations of participating members,
 - g) % profit sharing and equity sharing arrangements,
 - h) authorised signatory and principal representative,
 - i) bank account into which payments will be made,
 - j) governance arrangements within the joint venture/consortium,
 - k) management of disputes,
 - l) replacement of members, and
 - m) any other information necessary to permit a full appraisal of its functioning.
- 3.15.2. Joint Venture/Consortiums must submit the following information as part of their submission:

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- a) Banking information of all participants as well as the primary bank account,
- b) Financial information of all participants,
- c) Consolidated and separate BBBEE certificate(s),
- d) Directors and shareholders' information of all participants,
- e) Separate profiles of all participants,
- f) Separate references of all participants,
- g) Separate past experience information of all participants, and
- h) Such other information as may be requested in the tender data.

3.16. Closing time

- 3.16.1. The tenderer must ensure that the CTICC receives the tender offer at the address specified in the tender data not later than the closing date and time stated in the tender data and invitation to tender.
- 3.16.2. The tenderer must accept that proof of posting shall not be accepted as proof of delivery.
- 3.16.3. The tenderer must accept that if the CTICC extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

3.17. Tender offer validity

- 3.17.1. The tenderer must hold the tender offer(s) valid for acceptance by the CTICC at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- 3.17.2. The tender must remain valid for acceptance for a period of six (6) months after the expiry of the original validity period unless the CTICC is notified in writing to the contrary by the bidder.
- 3.17.3. A tender submission that has been submitted to the CTICC may only be withdrawn by giving the CTICC's agent written notice before the closing time for tenders that a tender is to be withdrawn.

3.18. Clarification of tender offer after submission

- 3.18.1. The tenderer must provide clarification of a tender offer in response to a request to do so from the CTICC during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors.
- 3.18.2. No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
- 3.18.3. A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the CTICC within the time for submission stated in the CTICC's written request for such clarification.

Note: This does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive tender process, should the CTICC elect to do so in terms of SCM Regulation 24.

3.19. Provision of other material

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- 3.19.1. The tenderer must provide, on request by the CTICC, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the CTICC for the purpose of a full and fair risk assessment.
- 3.19.2. Should the tenderer not provide the other material as may be required, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the CTICC's request, the CTICC may regard the tender offer as non-responsive.
- 3.19.3. The tenderer must dispose of samples of materials provided for evaluation by the CTICC, where required.

3.20. Inspections, tests and analysis

- 3.20.1. The tenderer must provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

3.21. Certificates

- 3.21.1. The tenderer must include in the tender submission or provide the CTICC with any certificates as stated in the tender data.

4. THE CTICC'S UNDERTAKINGS

4.1. Respond to requests from the tenderer

- 4.1.1. Unless otherwise stated in the tender data, the CTICC will respond to a request for clarification received up to two (2) working days before the tender closing time stated in the tender data and notify all tenderers who collected tender documents.

4.2. Issue Addenda

- 4.2.1. If necessary, the CTICC will issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until one (1) working day before the tender closing date and time stated in the tender data.
- 4.2.2. If, as a result a tenderer applies for an extension to the closing date and time stated in the tender data, the CTICC may grant such extension and, shall then notify all tenderers who collected tender documents.

4.3. Return late tender offers

- 4.3.1. The CTICC will notify bidders that they may collect their tender offers received after the closing date and time stated in the tender data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

4.4. Opening of tender submissions

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- 4.4.1. Unless the two-envelope system is to be followed, the CTICC will open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data.
- 4.4.2. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
- 4.4.3. The CTICC will announce at the meeting held immediately after the opening of tender submissions, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.
- 4.4.4. The CTICC will make available the record outlined above to all interested persons upon request and upload the bid register on its website.

4.5. Two-envelope system

- 4.5.1. Where stated in the tender data that a two-envelope system is to be followed, the CTICC will open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
- 4.5.2. The CTICC will evaluate the functionality portion of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened.
- 4.5.3. The CTICC will open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level.
- 4.5.4. The CTICC will notify bidders that they may collect their unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

4.6. Non-disclosure

- 4.6.1. The CTICC will not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer and if legally requested and mandated.

4.7. Grounds for rejection and disqualification

- 4.7.1. Additional to the grounds stipulated in SCM Regulation 38 and its Policy on Combatting Abuse of the SCM System, the CTICC will determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

4.8. Test for eligibility and responsiveness

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- 4.8.1. A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the CTICC's opinion, would:
- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
 - b) significantly change the CTICC's or the tenderer's risks and responsibilities under the contract, or
 - c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.
- 4.8.2. The CTICC will determine, after opening and before detailed evaluation, whether each tender offer was properly received:
- a) complies with the requirements of these Conditions of Tender,
 - b) has been properly and fully completed and signed, and
 - c) is responsive to the other requirements of the tender data and relevant documents.
- 4.8.3. Tenders may be considered non-responsive if, inter alia:
- a) the tenderer does not comply with the eligibility criteria;
 - b) the tenderer, or any of its directors or shareholders are in the service of the state;
 - c) the tenderer's tax matters are not in order;
 - d) the tenderer or any of its directors is listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
 - e) the tenderer has:
 - i. failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are not in arrears for more than three months (this also applies to any of the company's directors);
 - ii. been found to be in the service of the state; or any of its directors, managers, principal shareholders or stakeholders.
 - f) the tenderer has completed the Compulsory Enterprise Questionnaire and there are conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the CTICC or potentially compromise the tender process;
 - g) the tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employer's written request;
 - h) the tenderer tenders the incorrect pricing information;
 - i) if the Pricing Schedule has not been signed;
 - j) the tenderer has failed to achieve the minimum score for functionality;
 - k) the tenderer has failed to complete, sign and return all the returnable schedules;
 - l) if the tender offer is not submitted on the Pricing Schedule bound into this tender document or in a similar format;
 - m) if the tender is not completed in non-erasable ink;
 - n) all schedules are not duly completed as such and proof handed in as required;
 - o) the tenderer has failed, during the last five years, to perform satisfactorily on a previous contract with the CTICC or any other organ of state;
 - p) the tenderer has abused the supply chain management system of the CTICC or has committed any improper conduct in relation to this system);
 - q) any other responsiveness criteria as stipulated in the tender data.
- 4.8.4. The CTICC may reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

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4.9. Arithmetical errors, omissions and discrepancies

- 4.9.1. The CTICC will check responsive tenders for discrepancies between amounts in words and amounts in figures.
- 4.9.2. Where there is a discrepancy between the amounts in words and the amounts in figures, the arithmetic sum of the line items shall govern.
- 4.9.3. In the case of rates-based tenders where the total sum is only used for comparing the offers received, the following shall apply:
- a) If pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item shall be corrected.
 - b) Only where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern.
 - c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the product of the unit rates and quantities shall govern and the tenderer will be asked to revise the tendered total of the prices.
- 4.9.4. In the case of tenders for a fixed price, arithmetical errors will not be corrected if such correction will change the competitive advantage of a tenderer, but the tenderer will be allowed to withdraw the tender offer, should such error result in the tender not being economically viable due to the error.
- 4.9.5. Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or sector-specific sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

4.10. Clarification of a tender offer

- 4.10.1. The CTICC will obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

4.11. Evaluation of tender offers

- 4.11.1. The tender will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in the tender data and relevant documents.
- 4.11.2. The activities associated with evaluating tender offers are as follows:
- a) Open and record tender offers received.
 - b) Determine whether or not tender offers are complete.
 - c) Determine whether or not tender offers are eligible and responsive.
 - d) Evaluate tender offers.

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- e) Determine if there are any grounds for disqualification.
- f) Determine the acceptability of the preferred tenderer.
- g) Confirm the reasonableness of the offered prices.
- h) Prepare a tender evaluation report.
- i) Confirm the recommendation contained in the tender evaluation report.

4.12. Bid Committee System

4.12.1. The CTICC will apply the prescribed bid committee system for the evaluation and adjudication of tenders, as specified in the CTICC SCM Policy.

4.13. Functionality criteria

4.13.1. The tender will be evaluated according to the functionality criteria as set out in the tender data, if relevant.

4.14. Risk analysis and other objective criteria

4.14.1. The CTICC may perform a risk analysis in respect of the following:

- a) reasonableness of the financial offer,
- b) reasonableness of unit rates and prices,
- c) the tenderer's ability to fulfil its obligations in terms of the tender document,
- d) other objective criteria as per section (2)(1)(f) of the PPPFA, will apply, as indicated in the tender data (if applicable).

4.15. Acceptance of tender offer

4.15.1. The CTICC will, subject to the relevant prescripts and after completion of the eligibility and responsiveness tests and risk analysis, accept the tender offer if in the opinion of the CTICC, it does not present any risk and only if the tenderer:

- a) Is eligible and responsive;
- b) is not under restrictions, or has principals who are under restrictions, preventing participating in the CTICC's procurement;
- c) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- d) has the legal capacity to enter into the contract;
- e) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- f) complies with the legal requirements, if any, stated in the tender data; and
- g) is able, in the opinion of the CTICC, to perform the contract free of conflicts of interest.

4.15.2. No tenderer will be recommended for an award unless the tenderer has demonstrated that he/she has the resources and skills required.

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- 4.15.3. Irrespective of the procurement process followed, the CTICC reserves its rights not to make an award, revoke an award already made or cancel a contract where the implementation of the contract may result in reputational risk or harm to the CTICC as a result of (inter alia):
- reports of poor governance and/or unethical behaviour;
 - association with known family of notorious individuals;
 - poor performance issues, known to the CTICC;
 - negative social media reports; and/or
 - adverse assurance (e.g. due diligence) report outcomes.

- 4.15.4. Where any of the above risks are identified, the CTICC will provide the supplier with an opportunity to submit representation.

4.16. Imbalance in tendered rates

- 4.16.1. In the event of tendered rates or lump sums being declared by the CTICC to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the CTICC is still not satisfied with the tendered rates or lump sums objected to, it may request the Tenderer to amend these rates and lump sums along the lines indicated by it.

- 4.16.2. The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the CTICC, but this shall be done without altering the Contract Price.

- 4.16.3. Should the Tenderer fail to amend his Tender in a manner acceptable to the CTICC, the CTICC may reject the Tender.

4.17. Notification of award

- 4.17.1. The CTICC will notify the successful tenderer of the CTICC's acceptance of his tender offer by issuing of a Successful Letter before the expiry of the validity period stated in the tender data, or agreed additional period.

- 4.17.2. After the successful tenderer has been notified of the CTICC's acceptance of the tender, notify other tenderers that their offers have not been accepted, subject to an objection or complaint period of 14-days as stipulated in SCM Regulation 49.

- 4.17.3. As stipulated in SCM Regulation 24, the CTICC may negotiate the final terms of the contract, subject to the relevant prescripts.

4.18. Prepare contract documents

- 4.18.1. The CTICC may, if necessary, revise documents that shall form part of the contract and that were issued by the CTICC as part of the tender documents to take account of:
- addenda issued during the tender period,
 - inclusion of some of the returnable documents and
 - other revisions agreed between the CTICC and the successful tenderer.

4.19. Registration of the award

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4.19.1. The CTICC will, after completion of the objections or complaints period as per SCM Regulation 49, and once the award was made final, within the prescribed period, register and publish the award on the appropriate media.

4.20. Provide written reasons for actions taken

4.20.1. The CTICC will provide upon request and subject to legislative requirements, written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

4.21. Data Protection in terms of the POPIA²

4.21.1. The CTICC will only collect personal information of the supplier/bidder consistent with the purpose for which it is required. The specific purpose for which the information is collected will be apparent from the context in which the information is requested.

4.21.2. The nature of the personal information which will be collected relates to contact details (such as name, address, telephone number and e-mail address), company registration details, VAT registration numbers, details of Directors/Owners/Members and any other information required in terms of the CTICC Supply Chain Management Policy.

4.21.3. In providing the personal information to the CTICC, the supplier/bidder acknowledges that the information has been collected directly from it and that it has consented to its processing by the CTICC. Where the supplier/bidder is providing another person's personal information to the CTICC, the supplier/bidder acknowledges and warrants that it has obtained such person's consent to the processing of their personal information for the purposes of the CTICC in terms of the supplier/bidder's intention to submit offers/quotations to render services/goods to the CTICC.

4.21.4. Provision of personal information to the CTICC is voluntary, however, in the event that the requested information is not provided, the bidder/supplier may be precluded from being registered as a supplier with, and providing services/goods to, the CTICC.

4.21.5. The personal information shall only be used for the purpose for which it was collected, unless the supplier/bidder has agreed to an alternative purpose in writing or as allowed by any applicable law. The CTICC will only process personal information in a manner that is adequate, relevant and not excessive in the context of the purpose for which it is processed. The CTICC will take such steps as may be required to ensure that it complies with any law in respect of transfer, storage, security, use and disposal of the personal information.

4.21.6. The supplier/bidder may contact the CTICC at any time to review, update or correct personal information stored by the CTICC in terms of this clause.

² POPIA - Protection of Personal Information Act, 2013 (Act No. 04 of 2013)

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