Petroleum Agency SA

EXPLORE SOUTH AFRICA

DESCRIPTION:

APPOINTMENT OF A NEW BUSINESS PARTNER TO SUPPORT SAGE 300, SAGE 300 PEOPLE AND BPM OVER A PERIOD OF THIRTY-SIX (36) MONTHS.

TENDER REFERENCE NUMBER:	**PASA-T-2027-03**
ISSUED DATE:	**03 NOVEMBER 2026**
CLOSING DATE OF THE TENDER:	**07 DECEMBER 2026 AT 12:00 PM.**
TENDER VALIDITY PERIOD:	**120 DAYS FROM THE CLOSING DATE**

ELECTRONIC SUBMISSIONS: tender@petroleumagencysa.com

ADDRESS: **PETROLEUM AGENCY SA**
FIRST FLOOR HERONS PLACE
HERON CLOSE
CENTURY CITY
7441

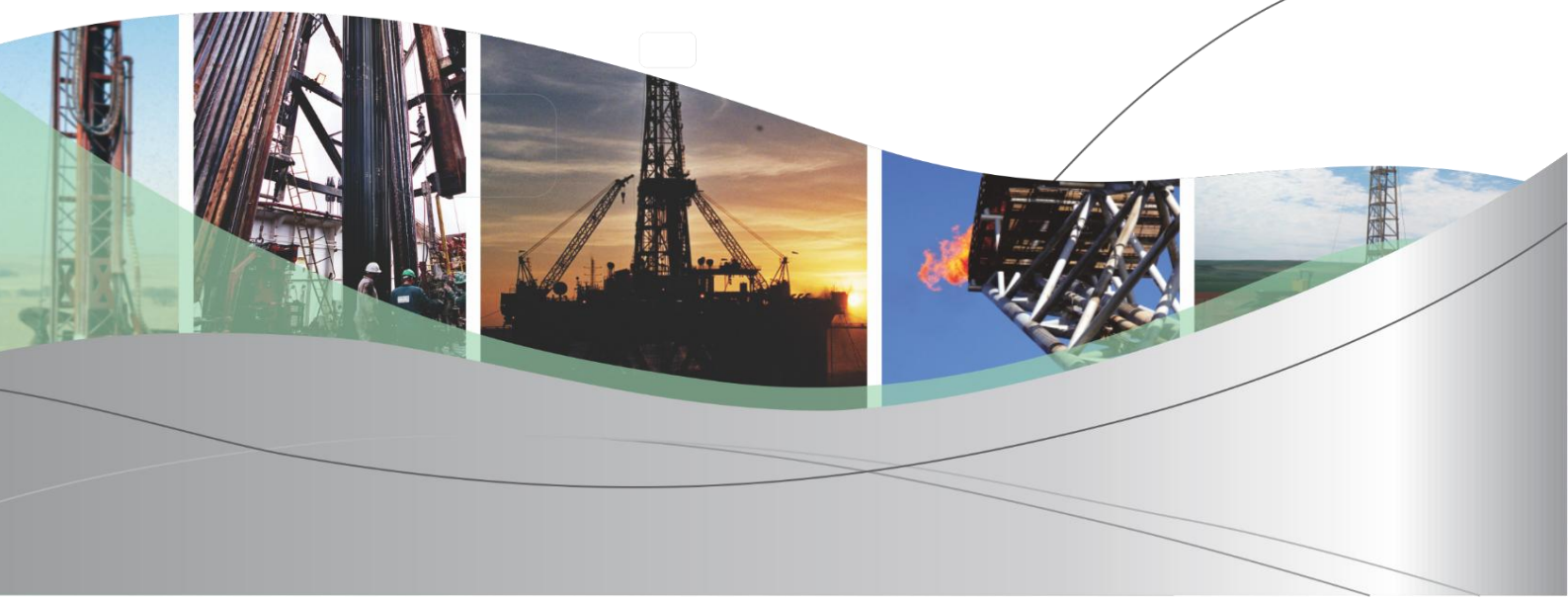

TABLE OF CONTENT

SECTION I: INVITATION TO TENDER 3

SECTION II: TENDER FORM 4

SECTION III: INSTRUCTION TO BIDDERS 6

SECTION IV: GENERAL CONDITIONS OF CONTRACT 10

SECTION V: SPECIFICATIONS 21

SECTION VI: TENDER EVALUATION PROCESS 23

SECTION VII: SPECIAL CONDITIONS TO CONTRACT 31

SECTION I: INVITATION TO TENDER

Tender Name: Appointment of a new business partner to support SAGE 300, SAGE 300 People and BPM over a period of thirty-six (36) months.

Tender Reference: **PASA-T-2027-03.**

1. Petroleum Agency SA is inviting bids from service providers for **Appointment of a new business partner to support SAGE 300, SAGE 300 People and BPM over a period of thirty-six (36) months.**
2.
3. The tender information is available at no cost, interested bidders can download the tender from the website www.petroleumagencysa.com , SCNET and National Treasury e-Tender portal.

4. Prices quoted should be inclusive of all taxes, must be in South African Rand currency (ZAR), and shall remain valid for one hundred twenty (120) days from the closing date of the tender. Quotations in foreign currency shall be converted to Rand value for cost evaluation.

5. No tender briefing session.

6. The closing date for submissions is **07 December 2026 at 12:00 pm.**

7. There will be no public opening of bids. Feedback will be provided by e-mail to the respective bidders.

SECTION II: TENDER FORM

Dear Sir/Madam,

RE: Appointment of a new business partner to support SAGE 300, SAGE 300 People and BPM over a period of thirty-six (36) months.

Tender: PASA-T-2027-03.

I have read the conditions of the tender and do hereby offer to tender for the **Appointment of a new business partner to support SAGE 300, SAGE 300 People and BPM over a period of thirty-six (36) months** with the said terms and conditions for the total tendered contract sum of:

……..…… …… (Inclusive/ Exclusive of VAT).

In words: …… (Inclusive / Exclusive of VAT)

I, the undersigned have read the tender document number ……. I further represent and warrant that I am empowered and duly authorized to execute this tender on behalf of the tenderer and this offer will remain in effect for at least one hundred and twenty (120) days from the closing date of the tender.

I, the undersigned, understand that Petroleum Agency SA is not bound to accept the lowest offer nor will any expenses incurred by the tenderer in connection with preparing and submitting this tender be borne by Petroleum Agency SA.

SIGNATURE OF THE BIDDER

_____ _____

Signature(s) of Bidder or assignees(s) Date

_____ _____

Name of Signing Person Capacity

Name of Bidder (Company Name): _____

Postal Address of the bidder: …… …… ……
Full Street Address of the bidder: …… …… …… ……

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

SECTION III: INSTRUCTIONS TO BIDDERS

1. ELIGIBLE BIDDERS

1.1 **Purpose**

1.1.1 The purpose of this invitation to tender is to solicit proposals from potential bidders for the **Appointment of a new business partner to support SAGE 300, SAGE 300 People and BPM over a period of thirty-six (36) months.**

1.1.2 Bidders involved in fraudulent or corrupt practices as well as bidders barred by National Treasury from participating in public procurement shall not be eligible.

1.2 **Acceptance of Request for Proposal**

The bidder's participation in the bidding process is deemed to constitute acknowledgement and acceptance by the bidder of the terms and conditions contained in this tender document.

1.3 **Preparation Costs**

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing Petroleum Agency SA, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

1.4 **Invitation not an offer**

This tender does not constitute an offer to do business with Petroleum Agency SA but merely serves to facilitate a requirement-based decision process.

1.5 **Clarification of Tender Information**

Prospective bidders making enquires on the tender information may notify Petroleum Agency SA by e-mail only at the e-mail address indicated in the Invitation to Tender.

1.6 **Language**

The tender prepared by the bidder, including correspondences and documents relating to the tender by the bidder and the Agency shall be written in English language.

1.7 **Pricing**

1.7.1 The bidder shall indicate on the price schedule the relevant unit prices and the total tender price under contract.

1.7.2 Prices quoted by the bidder should be inclusive of all taxes; in South African Rand currency and shall remain fixed during the term of the contract unless otherwise agreed by both parties.

1.7.3 Petroleum Agency SA will not be held responsible for any delay or loss of documents in transit.

1.7.4 Products or services offered should conform to Petroleum Agency SA specifications.

1.8 **Bid Validity**

1.8.1 Bids shall remain valid for a period of one hundred and twenty (120) days after the closing date of the tender.

1.8.2 Petroleum Agency SA shall reject a tender valid for a shorter period.

1.9 **Closing Date and address for submissions**

1.9.1 The deadline for the submission of bids is at **12:00 PM on 07 December 2026.**

Bids can either be submitted electronically to **tender@petroleumagencysa.com** or alternatively, bids can be submitted to the physical address, Petroleum Agency SA, First Floor Herons Place, Heron Close, Century City Cape Town, South Africa. **Bidders submitting proposal via SCNET should copy tender@petroleumagencysa.com**

1.9.2 Bids received after the closing date and time will not be accepted for consideration.

1.10 **Supplier Due Diligence**

Petroleum Agency SA reserves the right to conduct supplier due diligence prior to final award on the contract. This may include site visits.

1.11 **Awarding of Contract**

Petroleum Agency SA will award the contract to the successful bidder subject to proven relevant experience providing the required services including the ability to deliver effective and reliable services that has also been determined to be the most economically advantageous tender. The successful tenderer shall not be insolvent, in dissolution, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.

1.12 **Agency Discretion**

1.12.1 Petroleum Agency SA reserves the right to cancel the tendering process and reject all tenders at any time, whether before or after the Tender Closing Date without attracting any liability.

1.12.2 Petroleum Agency SA is not bound to accept the lowest price(s) quotation.

1.13 **Validity of Information**

1.13.1 Petroleum Agency SA has made reasonable efforts to ensure accuracy in compiling this tender document. However, neither Petroleum Agency, nor its employees or agents will be held liable to the bidder or any third party for any inaccuracy or omission in the tender or in respect of any additional information Petroleum Agency SA may provide to the bidder as part of the tendering process.

1.13.2 The Bidder is deemed to have examined this tender and any other information supplied by Petroleum Agency SA to the bidder and to have satisfied itself as to the correctness and sufficiency of such before submitting its proposal.

2. TAX COMPLIANCE REQUIREMENTS

2.1 Taxation

2.1.1 Bidders must ensure compliance with their tax obligations.

2.1.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to verify the taxpayer's profile and tax status.

2.1.3 Application for tax compliance status (TCS) pin may be made via e-filing through the SARS website www.sars.gov.za

2.1.4 Bidders may also submit a printed TCS certificate together with the bid.

2.1.5 In bids where consortia/ joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.

2.1.6 Where no TCS pin is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.

2.2 Procurement Legislation

Petroleum Agency SA has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

3. BRIEFING SESSION

No tender briefing session.

4. CONTACT AND COMMUNICATION

4.1 A nominated official of the bidder(s) can make enquiries in writing, via email **tender@petroleumagencysa.com.**

4.2 Any communication to an official or a person acting in an advisory capacity for Petroleum Agency SA in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

4.3 All communication between the Bidder(s) and Petroleum Agency SA must be done in writing.

4.4 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by Petroleum Agency SA (other than minor clerical matters), the Bidder(s) must promptly notify Petroleum Agency SA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Petroleum Agency SA an opportunity to consider what corrective action is necessary (if any).

4.5 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by Petroleum Agency SA will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

4.6 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and

other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

5. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

6. FRONTING

6.1 Government supports the spirit of broad based black 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, the Government condemn any form of fronting.

6.2 The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. 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 / contractor to prove that fronting does not exist. Failure to do so within a period of fourteen (14) days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies Petroleum Agency SA may have against the Bidder / contractor concerned.

SECTION IV: GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

1. Definitions

The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract from signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of this contractual obligation.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basis characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 “Dumping” occurs when a private enterprise abroad markets its good on own initiative in the RSA at lower prices than that of the country or origin and which have the potential to harm the local industries in the RSA.

1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or resolutions, fires floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” mean the General Conditions of Contract.

1.15 “Good” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the procuring of a service.

1.20 “Project site” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to, cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special shall apply.

2.4 Bidders are obliged to comply with the GCC and SCC where relevant to their submission.

3. General

Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

4. Standards

The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contracts documents and information

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance Security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in GCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contracts

7.3 The performance security shall be denominated in the currency of the contract, or in freely convertible currency acceptable to the purchaser and shall be in one of the following:

(a) a bank guarantee or an irrevocable letter or credit issued by a reputable bank located in the purchaser's country or broad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be procured should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Company or an organization acting on behalf of the Company.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payments arrangements with the testing authority concerned.

8.4 If the inspection, test and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services, which are, referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may, on or after delivery, be inspected; tested or analyzed and may be rejected if found no to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchase may without giving the supplier further opportunity to substitute the rejected supplies purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to

extreme temperatures, salt and precipitations during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

11. Insurance

The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

Should a price other that an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
(ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or mission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, with the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to be purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract Amendments

No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and my at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC clause 25, a delay by the supplier in the performance of its delivery obligations shall procure the supplier liable to the imposition of penalties, pursuant to GCC clause 22, unless an extension of time is agreed upon pursuant to GCC clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods no supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

Subject to GCC clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC clause 21.2;

(b) if the supplier fails to perform any other obligation(s) under the contract; or if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminate.

24. Anti-dumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required of imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the contractor to the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or procured, or is to deliver or procure in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC clauses 22 and 23, the supplier shall not be liable for forfeiture or its performance security, damages or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by much mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules or procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss or use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Company must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SECTION V: SPECIFICATIONS

APPOINTMENT OF A NEW BUSINESS PARTNER TO SUPPORT SAGE 300, SAGE 300 PEOPLE AND BPM OVER A PERIOD OF THIRTY-SIX (36) MONTHS.

(PASA-T-2027-03)

1. INTRODUCTION

Petroleum Agency SA promotes exploration for onshore and offshore oil and gas resources and their optimal development on behalf of the government. The Agency regulates exploration and production activities and acts as the custodian of the national petroleum exploration and production database. The organization operates at its offices based in Century City, Cape Town. For more information on the company, you can visit our current website: www.petroleumagencysa.com

2. BACKGROUND AND OVERVIEW

The Petroleum Agency of South Africa (PASA) makes use of a number of enterprise business solutions from SAGE, this includes SAGE 300 for ERP, SAGE 300 for payroll, Employee Self Service Portal (ESS), BPM for Procurement and as well as various SAGE modules. All SAGE products are currently hosted on-prem. PASA has third party applications that are integrated with SAGE and PASA intends to add other modules in the near future such as Performance Management, Job Management, Skills Development, etc., and third-party applications that will seamlessly integrate with SAGE such as Onboarding, Offboarding, Business Intelligence tools etc.

Finance Department uses SAGE 300 (formerly known as Accpac), Procurement uses BPM and HR uses SAGE 300 People owned by product developers SAGE (SAGE 300 and SAGE 300 People). Their business model is that their product is acquired and serviced via an intermediary hereto referred to as business partner".

The Business Partner role includes, inter-alia, the following:

- Rolling out of any developments and improvements made on the above-mentioned products;
- Informing PASA of any new products and/or developments;
- Notifying PASA timeously of any products that will seize to be serviced to ensure that PASA remain up to date and can be effectively serviced should a need arise;
- Billing is hourly based for any service rendered, and they will issue a Service Level Agreement based on client's requirements.

3. SCOPE OF WORK

3.1 The appointed Business Partner will be required to provide the following services;

3.1.1 PASA estimates that approximately 1,500 support hours will be required over the thirty-six (36) month contract period.
3.1.2 provide integration, support and maintenance on all SAGE products.
3.1.3 ensure all incidents regarding SAGE modules are resolved timeously and efficiently.
3.1.4 ensure that maintenance on all the products such as updates, new features, integration, training of super users, security updates, product fixes and patches are performed and any other recommendation by SAGE
3.1.5 provide recommendations on how to improve the current system.

3.2 SAGE enhancement and configuration (As and when required)

3.2.1 business partner will provide ongoing professional services to improve the current environment as and when is required.
3.2.2 business partner will provide services such as but not limited to technical and functional consulting services, project management services, configuration services on new modules, Quality assurance, including assisting with governance, compliance, and risk, third part integrations as well as training as and when it's required by PASA management.
3.2.3 business partner will enter into a service level agreement and is required to provide only the rate for these services

3.3 Roles and responsibility of the appointed sage business partner

3.3.1 PASA requires a trusted, reliable, and competent service provider to partner with in the advancement and optimization of its business and business processes through the use of the aforesaid SAGE platforms.
3.3.2 The appointed SAGE Business Partner will be responsible for ensuring that the deployed SAGE solutions are aligned to and support PASA's business requirement, and that the solutions operate efficiently, reliable, and accurately at all times.

3.3.3 The cost of all software licences and annual renewals shall be borne by PASA. This currently includes SAGE 300 ERP, SAGE 300 People, BPM, Norming Asset Accounting Software and any related modules or integrations utilised by the Agency. The appointed Business Partner will be responsible for assisting with licence administration and renewal notifications where require.

SECTION VI: TENDER EVALUATION PROCESS

1. PHASE 1

Administrative Evaluation Criteria

Initial Screening Process: At this phase bidder's response are reviewed to check if bidders have responded according to PASA tender document.

Required Documents	Non-submission may result in disqualification	
SBD1- Invitation to Bid	**Yes**	Must be completed and signed
SBD4 - Declaration of Interest	**Yes**	Must be completed and signed
SBD6.1- Preference Claim Form and Certified copy of B-BBEE Certificate or Affidavit	**No**	Non-submission will lead to zero (0) score on specific goals. "In instances where there are inconsistencies in a BBBEE AFFIDAVIT received i.e. percentages not tying up, we will award zero points on specific goals"
Quotation	**Yes**	A detailed quotation must be submitted
Central Supplier Database (CSD) Registration Summary.	**No**	The service provider must be registered on the CSD. If not registered visit https://secure.csd.gov.za to complete the process prior to submission of proposal.
Valid Tax Compliance Status (TCS) Pin or Printed TCS report	**No**	PASA will not award any bid to a bidder who is not tax compliant.
Company Profile	**No**	Service provider to submit the company profile

The Agency reserves the right to reject any bid applications found to be incomplete or illegible.

2. PHASE 2

Mandatory requirements

Bidder(s) must meet the mandatory requirements to be evaluated further on technical capabilities. Bidder(s) that fails to meet the below mandatory requirements will be eliminated and not be evaluated further on technical evaluation.

No	Mandatory	Comply	Not Comply
2.2.1	The bidder must be registered with SAGE as business partner. ***Submit proof of valid SAGE Registration***		
Substantiate/Comments			

No	Mandatory	Comply	Not Comply
2.2.2	The proposed ***Senior consultant*** in SAGE 300 ERP (Including norming Asset Accounting Software) must be a certified SAGE 300 consultant. ***Submit proof of SAGE 300 and Norming Asset Accounting Software Registration/Certificate***		
Substantiate/Comments			

No	Mandatory	Comply	Not Comply
2.2.3	The proposed ***Senior consultant*** in SAGE 300 People modules must be a certified SAGE 300 people consultant. ***Submit proof of SAGE 300 people Registration/Certificate***		
Substantiate/Comments			

3. PHASE 3

Technical Evaluation Criteria

Bidders will be evaluated according to the below technical evaluation criteria. Minimum Technical **Threshold is 70%.** It must be noted that if the Bidder does not meet the **70% minimum threshold**, the bidder will be eliminated and not be evaluated further.

3.3.1 Detailed technical proposal

Detailed Proposal and Methodology to achieve the desired end results.

The proposal shall present the methodology of the Bidder and describe in detail how the bidder proposes to undertake the service(s), including but not limited to:

- A description of how the service provider approaches the deployment and support of ERP systems.
- How the service provider approaches business process and technical review processes to align ERP systems with client requirements.
- Provide any other value-added services that were not mentioned/required in the scope of services but that the Bidder is offering to PASA.
- Detailed description of the support process, escalation processes, timeframes etc.

Evaluation matrix	Supporting Document(s)	Score	Weighting (%)
Proposal **exceeds expectations**. The bidder has gone over and above to demonstrate how the PASA requirements are to be achieved and has included other important relevant issues not stated in the scope of work.	**Technical Proposal/ Methodology**	**5**	**30%**
A **very good proposal** designed to address all critical aspects of the scope of work to meet the result.		**4**	
Good/Satisfactory proposal, showing a good understanding of the scope of work. The proposal however, addresses critical aspects of the scope of work.		**3**	
Average proposal addressing some aspects of the scope of work but excluding critical aspects.		**2**	
Poor/non-satisfactory proposal showing a complete misunderstanding of the scope of work as a whole.		**1**	
No proposal submitted by the bidder.		**0**	

3.3.2 Experience of the proposed ***certified Senior Consultant in SAGE 300 ERP*** (including norming asset management)

The proposed *Senior Consultant* must have knowledge, experience and demonstrate a track record in providing SAGE 300 ERP services.

Evaluation matrix	Supporting Document(s)	Score	Weighting (%)
10 or more years of experience in similar services	**CV of the proposed certified Senior Consultant in SAGE 300 ERP**	**5**	**10%**
> 8 but < 10 years of experience in similar services		**4**	
8 years of experience in similar services		**3**	
> 5 but < 8 years of experience in similar services		**2**	
5 years' experience in similar services		**1**	
< 5 years' experience in similar services		**0**	

3.3.3 Experience of the proposed ***team members in SAGE 300 ERP (Excluding the Senior Consultant)***

The proposed team members must have knowledge, experience and demonstrate a track record in providing SAGE 300 ERP services.

Evaluation matrix	Supporting Document(s)	Score	Weighting (%)
8 or more years average of experience in similar services	**CV of the proposed team members in SAGE 300 ERP**	**5**	**5%**
> 5 but < 8 years average of experience in similar services		**4**	
5 years average of experience in similar services		**3**	
> 3 but < 5 years average of experience in similar services		**2**	
2 years' average experience in similar services		**1**	
< 3 years' average experience in similar services		**0**	

3.3.4 Experience of the proposed ***certified Senior Consultant in SAGE 300 people modules***
The proposed *Senior Consultant* must have knowledge, experience and demonstrate a track record in providing and integrating SAGE 300 HR modules.

Evaluation matrix	Supporting Document(s)	Score	Weighting (%)
10 or more years of experience in similar services	**CV of the proposed certified Senior Consultant in SAGE 300 people modules**	**5**	**10%**
> 8 but < 10 years of experience in similar services		**4**	
8 years of experience in similar services		**3**	
> 5 but < 8 years of experience in similar services		**2**	
5 years' experience in similar services		**1**	
< 5 years' experience in similar services		**0**	

3.3.5 Experience of the proposed ***team members in SAGE 300 people module (Excluding the Senior Consultant)***
The proposed team members must have knowledge, experience and demonstrate a track record in providing and integrating SAGE 300 HR modules.

Evaluation matrix	Supporting Document(s)	Score	Weighting (%)
9 or more years average of experience in similar services	**CV of the proposed team members in SAGE 300 people module**	**5**	**5%**
> 5 but < 8 years average of experience in similar services		**4**	
4 years average of experience in similar services		**3**	
> 3 but < 5 years average of experience in similar services		**2**	
3 years average experience in similar services		**1**	
< 3 years' average experience in similar services		**0**	

3.3.6 Experience of the proposed ***Senior Consultant in BPM*** **(proposed resource must submit BPM training certificate(s)**

The proposed *Senior Consultant* must have knowledge, experience and demonstrate a track record in providing and integrating SAGE BPM modules.

Evaluation matrix	Supporting Document(s)	Score	Weighting (%)
10 or more years of experience in similar services	**CV of the proposed certified Senior Consultant in SAGE BPM**	**5**	**10%**
> 8 but < 10 years of experience in similar services		**4**	
8 years of experience in similar services		**3**	
> 5 but < 8 years of experience in similar services		**2**	
5 years' experience in similar services		**1**	
< 5 years' experience in similar services		**0**	

3.3.7 Experience of the proposed ***team members in BPM (Excluding the Senior Consultant)***

The proposed team members must have knowledge, experience and demonstrate a track record in providing and integrating SAGE BPM modules.

Evaluation matrix	Supporting Document(s)	Score	Weighting (%)
8 or more years average of experience in similar services	**CV of the proposed team members in SAGE BPM**	**5**	**5%**
> 5 but < 8 years average of experience in similar services		**4**	
5 years average of experience in similar services		**3**	
> 3 but < 5 years average of experience in similar services		**2**	
3 years' average experience in similar services		**1**	
< 3 years' average experience in similar services		**0**	

3.3.8 Company Experience

Experience of the company in providing SAGE 300 products.

Evaluation matrix	Supporting Document(s)	Score	Weighting (%)
10 or more years of experience in similar services	Company profile	5	15%
> 8 but < 10 years of experience in similar services		4	
8 years of experience in similar services		3	
> 5 but < 8 years of experience in similar services		2	
5 years' experience in similar services		1	
< 5 years' experience in similar services		0	

3.3.9 Company Track Record

The bidder must present reference letters (on client's letterhead) from companies for which they have deployed, maintained, and supported SAGE 300 ERP, BPM and integrated various SAGE 300 People modules.

The reference letter signed by the client must be on the client's letterhead and include the company name, contact person, and contact details (telephone number)

Evaluation matrix	Supporting Document(s)	Score	Weighting (%)
5 Relevant reference letters	Reference letters	5	10%
4 Relevant reference letters		4	
3 Relevant reference letters		3	
4 Relevant reference letters		2	
1 Relevant reference letter		1	
No reference letter provided		0	

4. PHASE 4

Price and Specific goals

All bids that met a of 70% minimum technical evaluation threshold will be evaluated further on preference point system.

Evaluation Criteria	Final Weighted Scores
Price	80
Specific goals	20
TOTAL SCORE:	**100**

Specific goals and points that may be claimed for this tender are indicated below.

Evaluation Criteria	Points (20)
Black ownership	12
30% or more black women ownership	5
Any % ownership of designated group	3
TOTAL SCORE:	**20**

- Black ownership: 100% black full owned entities will score full 12 points.
- Black ownership between 75%-99% will score 8 points.
- Less than 75% but above 50% will score 6 points.

SECTION VII: SPECIAL CONDITIONS TO CONTRACT

1. SPECIAL CONDITIONS OF THIS BID

Petroleum Agency SA reserves the right:

1.1. To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1) (f) of the PPPFA (Act 5 of 2000).
1.2. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
1.3. To accept part of a tender rather than the whole tender.
1.4. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
1.5. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
1.6. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
1.7. Award to multiple bidders based either on size or geographic considerations.

2. PETROLEUM AGENCY SA REQUIRES BIDDER(S) TO DECLARE

In the Bidder's Technical response, bidder(s) are required to declare the following:

2.1. Confirm that the bidder(s) is to: –
   a. Act honestly, fairly, and with due skill, care and diligence, in the interests of Petroleum Agency SA;
   b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
   c. Act with circumspection and treat Petroleum Agency SA fairly in a situation of conflicting interests;
   d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
   e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with Petroleum Agency SA;
   f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
   g. To conduct their business activities with transparency and consistently uphold the interests and needs of Petroleum Agency SA as a client before any other consideration; and
   h. To ensure that any information acquired by the bidder(s) from Petroleum Agency SA will not be used or disclosed unless the written consent of the client has been obtained to do so.

3. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

3.1. Petroleum Agency SA reserves its right to disqualify any bidder who either itself or any of its members, directors or members of senior management etc.

a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of Petroleum Agency SA's officers, directors, employees, advisors or other representatives;
d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
g. has in the past engaged in any matter referred to above; or
h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

4. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

4.1. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that Petroleum Agency SA relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

4.2. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by Petroleum Agency SA against the bidder notwithstanding the conclusion of the Service Level Agreement between Petroleum Agency SA and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

5. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, Petroleum Agency SA incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds Petroleum Agency SA harmless from any and all such costs which Petroleum Agency SA may incur and for any damages or losses Petroleum Agency SA may suffer.

6. PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

7. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. Petroleum Agency SA shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered because of the Bidder's participation in this Bid process.

8. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. Petroleum Agency SA reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to Petroleum Agency SA, or whose verification against the Central Supplier Database (CSD) proves non-compliant. Petroleum Agency SA further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

9. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Petroleum Agency SA reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

10. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

11. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that Petroleum Agency SA allows a bidder to make use of sub-contractors, such sub-contractors will at all, times remain the responsibility of the bidder and Petroleum Agency SA will not under any

circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

12. CONFIDENTIALITY

12.1 Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with Petroleum Agency SA's examination and evaluation of a Tender.

12.2 No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender.

12.3 This bid and any other documents supplied by Petroleum Agency SA remain proprietary to Petroleum Agency SA and must be promptly returned to Petroleum Agency SA upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

12.4 Throughout this bid process and thereafter, bidder(s) must secure Petroleum Agency SA's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process, which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

13. PETROLEUM AGENCY SA PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any Petroleum Agency SA proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

14. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid (PASA-T-2027-03), the Petroleum Agency SA may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.