Petroleum Agency SA

EXPLORE SOUTH AFRICA

APPOINTMENT OF A SERVICE PROVIDER TO SUPPORT THE PETROLEUM AGENCY SOUTH AFRICA (PASA) WITH THE PLANNING, DEVELOPMENT, PRODUCTION AND EXECUTION OF A HIGH-IMPACT MULTI-MEDIA EDUCATION AND AWARENESS CAMPAIGN OVER A PERIOD OF TWELVE (12) MONTHS.

TENDER REFERENCE NUMBER:	**PASA-T-2027-04**
ISSUED DATE:	**30 OCTOBER 2026**
CLOSING DATE OF THE TENDER:	**19 NOVEMBER 2026 AT 12:00**
NON-COMPULSORY BRIEFING SESSION:	**NONE**
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



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SECTION I: INVITATION TO TENDER

Tender Name**: Appointment of a service provider to support the Petroleum Agency South Africa (PASA) with the planning, development, production and execution of a high-impact multi-media education and awareness campaign over a period of twelve (12) months.**

Tender Reference: **PASA-T-2027-04**

1. Petroleum Agency SA is inviting bids from service providers for **the appointment of a service provider to support the Petroleum Agency South Africa (PASA) with the planning, development, production and execution of a high-impact multi-media education and awareness campaign over a period of twelve (12) months.**

2. The tender information is available at no cost, interested bidders can download the tender fromthe website www.petroleumagencysa.com , SCNET and National Treasury e-Tender portal.

3. 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.

4. There will be no tender briefing session.

5. The closing date for submissions is **19 November 2026 at 12:00 pm.**

6. 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 service provider to support the Petroleum Agency South Africa (PASA) with the planning, development, production and execution of a high-impact multi-media education and awareness campaign over a period of twelve (12) months.

Tender: PASA-T-2027-04

I have read the conditions of the tender and do hereby offer to tender for the **appointment of a service provider to support the Petroleum Agency South Africa (PASA) with the planning, development, production and execution of a high-impact multi-media education and awareness campaign over a period of twelve (12) 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 hundredand twenty (120) days from the closing date of the tender.

I, the undersigned, understand that Petroleum Agency SA is not bound to accept the lowestoffer, 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 service provider to support the Petroleum Agency South Africa (PASA) with the planning, development, production and execution of a high-impact multi-media education and awareness campaign over a period of twelve (12) 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 containedin 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 responseto 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 relatingto 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 theclosing 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 19 November 2026.**

Bids can either be submitted electronically to **tender@petroleumagencysa.com** or alternatively, bids can be submitted to the physical address, Petroleum Agency SA, 2nd 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 finalaward 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 legalproceedings 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 omissionin 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 suppliedby Petroleum Agency SA to the bidder and to have satisfied itself as to the correctnessand 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 andtax status.

2.1.3 Application for tax compliance status (TCS) pin may be made via e-filing through theSARS 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 partymust 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 SupplierDatabase (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 ManagementAct, 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

N/A

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 AgencySA 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 (ifany).

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 providedto 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 informationin 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 theinvalidation 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 andbusinesses 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 Tradeand Industry, be established during such enquiry / investigation, the onus will be on theBidder / 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 mayalso result in the restriction of the Bidder /contractor to conduct business with the publicsector for a period not exceeding ten years, in addition to any other remedies PetroleumAgency SA may have against the Bidder / contractor concerned.

SECTION IV: GENERAL CONDITIONS OF CONTRACT

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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 basischaracteristics 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 thecontract 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 potentialto 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, butis 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 bidderand 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 include 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 compensationfor 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 thebidding 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 notlater than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specifiedin 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 premisesof 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 bein accordance with the contract requirements, the cost of the inspections, tests and analysesshall 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 complywith 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 withthe requirements of the contract. Failing such removal, the rejected supplies shall be returnedat 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 toextreme temperatures, salt and precipitations during transit, and open storage. Packing, casesize 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 strictlywith 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 inthe contract. The details of shipping and/or other documents to be furnished by the supplier arespecified 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 inthe 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 ofthe 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 forthe 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

14.1As 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 thatthis 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 timeto 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 allgoods 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'sspecifications) or from any act or mission of the supplier, that may develop under normal useof 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 asthe case may be, have been delivered to and accepted at the final destination indicated in thecontract, 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 otherwisein 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 inSCC, the purchaser may proceed to take such remedial action as may be necessary, at thesupplier's risk and expense and without prejudice to any other rights which the purchaser mayhave 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 shallbe specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the deliverynote 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) daysafter 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 contractshall 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 thecase 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, shallnot 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 toGCC 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 andup to the same quantity in substitution of the goods no supplied in conformity with the contractand 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 performthe 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 usingthe 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 noticeof 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 competingfor 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 anyexcess costs for such similar goods, works or services. However, the supplier shall continueperformance 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 orcountervailing right is increased in respect of any dumped or subsidized import, the State isnot 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 paymentor any such right is reduced, any such favorable difference shall on demand be paid forthwithby 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 otheramount 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 extentthat his delay in performance or other failure to perform his obligations under the contract isthe 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 reasonablypractical, and shall seek all reasonable alternative means for performance not prevented bythe force majeure event.

26. Termination for insolvency

The purchaser may at any time terminate the contract by giving written notice to the supplierif 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 maybe 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 specifiedin 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 ofproduction, or loss of profits or interest costs, provided that this exclusion shall notapply 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 pertainingto 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, submittedby 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 / orclaim damages from the bidder(s) or contractor(s) concerned.

SECTION V: SPECIFICATIONS

APPOINTMENT OF A SERVICE PROVIDER TO SUPPORT THE PETROLEUM AGENCY SOUTH AFRICA (PASA) WITH THE PLANNING, DEVELOPMENT, PRODUCTION AND EXECUTION OF A HIGH-IMPACT MULTI-MEDIA EDUCATION AND AWARENESS CAMPAIGN OVER A PERIOD OF TWELVE (12) MONTHS.

1. BACKGROUND AND DELIBERATION

South Africa's upstream oil and gas sector holds transformative potential to drive economic growth, create employment, reduce energy poverty, and contribute to the country's long-term energy security. Despite this potential, public awareness and understanding of the sector, and its relevance to everyday life, remain limited. Misinformation, opposition from certain lobby groups, and a general absence of accessible, credible public education about oil and gas continue to undermine the sector's development trajectory and the country's economic growth.

The Petroleum Agency SA ("the Agency") is the designated authority responsible for the promotion, facilitation, and regulation of petroleum exploration and production in South Africa, as mandated under the Mineral and Petroleum Resources Development Act 2002 (MPRDA) and the Upstream Petroleum Resources Development Act (UPRDA). Central to this mandate is the obligation to ensure that the South African public, affected communities, key stakeholders, and decision-makers are accurately informed about the state and significance of the country's oil and gas resources.

South Africa is currently facing a severe energy crisis, characterised by persistent electricity supply constraints, escalating tariffs, constrained industrial productivity, and worsening socio-economic pressures, including an official unemployment rate of approximately 32.9% (expanded: over 41%). The country is also a net importer of liquid fuels, contributing to its energy crisis and geopolitical vulnerability. Oil and gas represent a credible, available, and regulated part of the solution, yet this message has not penetrated public discourse in a meaningful way.

The Agency does not currently have the internal capacity in terms of specialised production skills (such as scripting, broadcast-quality filming, editing and post-production, and animation and motion graphics), broadcast networks, or digital content infrastructure to execute a campaign of the scale and impact required. The Agency therefore seeks to appoint a professional, experienced service provider with a proven track record in high-impact, multi-media public education campaigns to plan, develop, produce, and execute a comprehensive multi-media education and awareness campaign on its behalf.

The campaign must leverage modern digital platforms, broadcast media, and community engagement to reach diverse South African audiences, in formats that are engaging, credible, and accessible, and must:

- **Inform:** provide factual, credible, and accessible information about South Africa's oil and gas resource endowment and potential.
- **Contextualise:** the role of oil and gas within South Africa's broader Energy Policy, the Climate Change Act 2024, the projected energy mix, and the just energy transition framework.
- **Demonstrate:** the socio-economic benefits of a well-regulated sector.

- **Amplify:** the voices of communities, small, medium and micro enterprises (SMMEs), and industry leaders who have directly benefited from the sector.
- **Position:** the Agency as a transparent, responsible, and people-centred regulatory body.
- **Stimulate:** an informed public participation process in energy policy discussions.

2. SCOPE OF WORK

Based on the above background, the Agency seeks to appoint a competent and qualified service provider to render the full lifecycle of the campaign, from strategic planning through to execution, monitoring, and evaluation. The appointed service provider will work closely with the Agency's Communications and Stakeholder Relations Division to deliver professional creative and production services aligned with the Agency's Communication and Stakeholder Engagement Strategy and Corporate Identity.

The appointed service provider will be responsible for the following:

2.1 Campaign Strategy and Planning

- Development of a comprehensive, multi-media campaign strategy, including objectives, target audiences, key messages, tone of voice guidelines, content themes, platform strategies, and a phased rollout plan.
- Audience segmentation and stakeholder mapping so that messaging is appropriately tailored to each target group, including the public, youth, academia, organised businesses, government, communities, and civil society.
- Development of a detailed content calendar covering the full campaign period.
- Integration of the campaign strategy with the Agency's broader Communication and Stakeholder Engagement Strategy to ensure alignment of messaging, brand identity, and strategic objectives.
- Risk assessment and mitigation planning for potential reputational or narrative risks arising from the campaign.

2.2 Audio-Visual Content Development and Production

The service provider shall develop and produce a range of high-quality, professionally produced audio-visual content, including but not limited to:

- **TV series / documentary content:** a multi-episode series profiling South Africa's oil and gas resource potential, the regulatory environment/sector governance, and the socio-economic benefits of responsible petroleum development, produced to broadcast quality in partnership with the SABC and other broadcast platforms.
- **Podcasts:** a series of episodes featuring industry experts, academics, government officials, legal and environmental specialists, SMME representatives, and community beneficiaries, distributed on Spotify, Apple Podcasts, and Google Podcasts.
- **TikTok content:** engaging, short-form video content targeting South Africa's youth demographic with accessible, factual, and shareable content about oil and gas.

- **YouTube content:** long-form and mid-form educational videos, including explainer videos, expert interview series, virtual field tours, and stakeholder testimonials.
- **Myth-Buster series:** a dedicated, recurring content series across video, audio, and written formats that fact-checks and debunks the most prevalent myths about oil and gas exploration and production in South Africa.
- **Reels and short-form content:** platform-optimised short-form video for Instagram Reels, Facebook Video, and other social platforms.

2.3 Production Locations and Stakeholder Groups

To ensure the campaign resonates authentically with South Africans and reflects the geographic breadth of the upstream petroleum sector, production shall take place across all nine provinces. Confirmed and priority filming locations and stakeholder groups include, but are not limited to:

Location / Stakeholder group	Province / Region	Content Focus
Mossel Bay	Western Cape	PetroSA Gas-to-Liquids Refinery; community impact; first licensing stories from the Mossel Bay Refinery Business Association; Mossel Bay fishing communities and families whose lives were changed through PetroSA bursaries, employment and local business opportunities
Wild Coast	Eastern Cape	Offshore exploration potential; community perspectives; the interface between small-scale fisheries and oil & gas activities
Bloemfontein	Free State	Central SA stakeholder engagement; academic and civic voices; energy access stories
Industry Leaders / Captains	Western Cape & Gauteng	Interviews with current and former senior executives driving transformation and sector development
Academia	Western Cape, Gauteng, Eastern Cape	Wits ACEL, UWC, Fort Hare Geoscience Faculty, Africa Centre for Energy Leadership
SABC Studios (Johannesburg / Cape Town)	Gauteng / Western Cape	Broadcast production hub; TV series recording; national interview platform
Thungela / Mpumalanga Corridor	Mpumalanga	Energy sector adjacency; industrial community stories; coexistence of coal, gas and renewables; South Africa's reliance on gas imported from Mozambique and the economic impact of its expected decline

2.4 Viral Communication and Public Engagement Strategy

The service provider shall develop and execute a viral communication and public engagement strategy that maximises the organic reach, shareability, and public impact of the campaign, including:

- A viral content strategy leveraging trending formats, hashtag campaigns, user-generated content prompts, and social media challenges.
- Compelling human-interest content profiling South Africans who have benefited from the upstream petroleum sector, including SMMEs, local suppliers, youth graduates, and community development beneficiaries.
- High-profile interviews with captains of industry, current and former sector leaders, technical experts, academics, and key stakeholder representatives.
- Content that credibly informs the public about the availability, accessibility, and importance of petroleum energy sources within the national energy resource base.
- Messaging that accurately communicates how responsible oil and gas development, including the role of gas in the energy mix, can be aligned with South Africa's climate commitments and the principles of a just energy transition.
- Educational content, across all platforms and formats, explaining the role, mandate, regulatory functions, and strategic significance of the Agency as South Africa's upstream petroleum regulator.

2.5 Advocates of the Agency' and 'Advocates for Oil & Gas' Content Strand

A dedicated, recurring content series shall be developed as a flagship storytelling strand, humanising the sector through the authentic voices and lived experiences of South Africans connected to it. This strand shall include, but is not limited to:

- **Industry Empowerment and Transformation Profiles**: rural STEM education support, gender empowerment in technical roles, supplier development, and enterprise support for historically disadvantaged individuals and communities.
- **PetroSA, The First Licence Story**: a documentary-style feature on South Africa's first petroleum exploration and production licence, told through the Mossel Bay community.
- **Women in Petroleum**: profiling the experiences and journeys of women across the upstream value chain, from geoscientists and engineers to entrepreneurs and regulators.
- **STEM and the Sector**: profiles of educational empowerment programmes building the sector's future talent pipeline.
- **Community Voices**: filmed profiles from key petroleum-active areas speaking to the realities of living and working alongside the sector.
- **SMME Success Stories**: businesses that have grown through participation in the upstream petroleum supply chain.
- **Captains of Industry**: in-depth interviews with current and former senior executives and thought leaders.
- **Youth Advocates**: stories of young South Africans, graduates, interns, and bursary recipients building futures in the sector.

- **Fishing and Oil & Gas Coexistence**: content on the coexistence of small-scale fisheries and upstream petroleum activities, including community-led solutions along the Wild Coast.
- **Mossel Bay Fishing Families**: the stories of Mossel Bay fishermen and their families whose lives were changed through PetroSA bursaries, employment and business opportunities, told by the people, for the people.

2.6 Communication Channels and Platform Strategy

The campaign shall leverage a comprehensive, integrated mix of channels to maximise reach across all target audience segments:

Channel / Platform	Purpose and Application
Television (SABC 1, 2, 3; eTV; DStv)	Broadcast of documentary/TV series; SABC as primary national broadcast partner; prime time reach across demographics and language groups
Community & National Radio (9 provinces)	Province-specific audio storytelling, expert interviews, myth-busting segments, live call-ins in the official languages relevant to each province
YouTube	Long-form explainer videos, interview series, educational content
TikTok	Short-form youth-targeted content, viral challenges, myth-busters
Podcasts (Spotify, Apple, Google)	In-depth industry conversations, stakeholder interviews, expert panels
Instagram / Facebook / X (Twitter)	Visual content, infographics, reels, campaign amplification
LinkedIn	Industry and professional stakeholder engagement, thought leadership
PASA Website & Newsletter	Campaign hub, resource library, stakeholder updates
Online news platforms & Op-Eds	Media articles, opinion pieces, digital press releases
Community events & public forums	On-the-ground engagement, Q&A sessions, community screenings
Paid digital advertising	Targeted amplification across social media and online platforms

2.7 Key Message Framework

Campaign messaging shall be anchored in the following core thematic pillars:

- South Africa's oil and gas resources are real, significant, and accessible, and can play a decisive role in solving the energy crisis.

- Responsible oil and gas development is compatible with South Africa's climate commitments and just energy transition goals.
- A well-regulated petroleum sector creates jobs, stimulates economic growth, and generates revenue that benefits all South Africans.
- The Agency is a credible, transparent, and people-centred regulator committed to ensuring that oil and gas development benefits communities and protects the environment.
- Public participation and informed engagement are essential to shaping South Africa's energy future.
- The petroleum sector is a driver of transformation, supporting rural STEM education, women's participation and leadership, and pathways for historically disadvantaged South Africans.
- Responsible oil and gas development can coexist with fishing, tourism, and other marine livelihoods through transparent regulation and community engagement.
- South Africa currently relies on gas imported from Mozambique. With this supply expected to decline, developing the country's own oil and gas resources is important for energy security, industry and jobs.

2.8 Monitoring, Evaluation, and Reporting

- Development of a campaign monitoring and evaluation (M&E) framework with clearly defined KPIs for reach, engagement, sentiment, awareness uplift, and message penetration.
- Regular (minimum monthly) performance reports submitted to the Agency's Communications and Stakeholder Relations Division.
- A mid-campaign review and strategy adjustment report to ensure course correction where required.
- A comprehensive post-campaign evaluation report, including lessons learned, impact assessment, audience reach analysis, and recommendations for future campaigns.

2.9 Skills Transfer and Capacity Building

- A structured skills transfer plan to build internal capacity within the Agency's Communications and Stakeholder Relations team.
- Training in digital content creation, social media management, campaign monitoring tools, basic video production, and analytics interpretation.
- Handover of all training materials, toolkits, and guidelines developed during the campaign to the Agency upon contract completion.

2.10 Minimum Deliverables Schedule

The service provider shall, at minimum, deliver the quantities set out below over the campaign period. Bidders must price these quantities so that all bids can be compared on the same basis. Bidders may propose additional deliverables as value-adds, but these must be shown separately in the Pricing Schedule.

2.11 Campaign Duration

The campaign shall be implemented over a period of twelve (12) months from the commencement date of the contract. The phased delivery schedule in Section 4 shall be completed within this 12-month period.

2.12 KPI and Performance Framework

Further to section 2.8, bidders must propose, as part of their technical proposal, a KPI and performance framework that sets out baselines, targets and the measurement methodology (tools, data sources and reporting frequency) for the following, at minimum:

- Reach
- Impressions
- Video views
- Engagement rates
- Website traffic to the Agency campaign hub
- Awareness uplift (measured before and after the campaign)
- Sentiment scores
- Message penetration

Final KPI targets will be agreed with the Agency during Phase 1 and included in the Service Level Agreement. The service provider shall report against these KPIs in every monthly performance report.

2.13 Accessibility and Language Requirements

All campaign content must be accessible to South Africa's diverse audiences. The service provider shall provide the following:

- Subtitles on all video content.
- Closed captions on all video content published on broadcast and digital platforms.
- Multilingual adaptation of key content into the official languages relevant to each target audience and province, including South African Sign Language interpretation for video content where appropriate.
- Compliance with recognised accessibility standards for digital content (for example, WCAG 2.1 Level AA for web content).

3. ADDITIONAL REQUIREMENTS

3.1 **Intellectual Property**: the Agency reserves all rights to all content, concepts, footage, scripts, voice recordings, graphic elements, photography, social media assets, and other intellectual property created during the execution of the contract. The service provider shall hand over all raw footage, master files, source files, project files, final masters, editable (open) formats of all designs, edits and graphics, and related assets to the Agency upon project completion and upon request at any stage of the contract. Ownership of, and all rights in, these materials shall vest in the Agency as they are created, and the service provider may not withhold any materials or assets for any reason, including a payment dispute. The service provider shall obtain, and hand over to the Agency, all third-party clearances and releases (including talent releases, music licences and stock footage licences) needed for the Agency to use and reuse the content without restriction.

3.2 **Protection of Personal Information Act (POPIA) Compliance**: the service provider shall provide written assurance that all project team members and subcontractors comply with POPIA (Act 4 of 2013),

particularly regarding the filming and use of footage featuring identifiable individuals, the collection and storage of personal data, and the management of consent processes.

3.3 **Brand Alignment**: the service provider must demonstrate a thorough understanding of and commitment to the Agency's Corporate Identity (CI) Guidelines, brand values, and communication tone. All campaign materials must be submitted for the Agency's review and approval before production is finalised and before any content is published or broadcast.

3.4 **Relevant Experience**: the service provider must demonstrate a proven track record of successfully developing and executing high-impact, multi-media public education campaigns, preferably within the energy, mining, extractive industries, or public sector environment. Evidence of prior work, including references and a portfolio of evidence, must be submitted with the tender response.

3.5 **Stakeholder Sensitivity**: given the politically and socially sensitive nature of the oil and gas sector in South Africa, the service provider must demonstrate the capacity to navigate complex stakeholder environments, manage potential reputational risks, and develop messaging that is inclusive, factually accurate, and sensitive to diverse community perspectives, with special attention to fishing communities along the Wild Coast. This includes respecting the rights, cultural practices and intangible heritage of indigenous and traditional communities, which must be addressed with care in all engagements and content.

3.6 **Content Testing and Quality Assurance**: prior to public launch of any campaign content, the service provider shall facilitate a review and testing process with the Agency’s Executive leadership, internal stakeholders, and selected collaborative partners to ensure accuracy, appropriateness, and strategic alignment.

3.7 **Dedicated Project Management**: the service provider shall appoint a dedicated Project Manager with relevant qualifications and experience as the primary point of contact for all campaign-related matters, available for regular progress meetings with the Agency's Communications and Stakeholder Relations team.

3.8 **Media Buying and Placement**: bidders must clearly state whether media buying (television and radio airtime, paid digital and social media advertising) is included in their proposal. Where it is included, bidders must (a) provide a separate media budget, priced separately from production and agency fees; (b) recommend a channel allocation across the platforms listed in section 2.6, with the rationale and expected reach for each channel; and (c) submit proof of placement (flighting schedules, broadcast certificates and platform reports) with each invoice.

3.9 **Pricing Schedule Requirements**: bidders must complete the Pricing Schedule in full. Prices must be itemised and shown separately for: strategy; production; post-production; travel; talent; studios; equipment; media buying; community engagement; translation; and project management.

3.10 **Service Level Requirements**: the service provider shall, at minimum: respond to the Agency’s queries and requests within 24 hours; submit weekly progress reports; attend monthly review meetings with the Agency’s Communications and Stakeholder Relations Division; and escalate in writing, within 48 hours, any risk or issue that could affect delivery, quality or the Agency's reputation. These service levels will be included in the Service Level Agreement.

3.11 **Quality Standards**: all content must be produced to a professional standard, including broadcast-quality production; delivery of video masters in UHD/4K resolution, with versions optimised for each platform; professional editing, colour grading and sound mixing; full compliance with the Agency’s Corporate Identity Guidelines; and suitability for use across multiple platforms.

4. DELIVERY AND TIMEFRAME REQUIREMENTS

The service provider shall deliver the campaign within the twelve (12) month with detailed timelines to be agreed and formalised in the Service Level Agreement (SLA). The following indicative phased delivery schedule shall apply:

Phase	Timeframe	Key Deliverables
Phase 1	Month 1	Campaign strategy document; stakeholder mapping; key messages framework; content calendar; risk assessment
Phase 2	Month 2–3	Pre-production: scripting, casting, location scouting and permitting across 9 provinces; storyboards, platform setup, recording sessions, community consent processes
Phase 3	Month 4–5	Post-production: editing, brand alignment review, stakeholder testing and approval, final master files
Phase 4	Month 6–12	Campaign launch, phased content rollout, paid amplification, community events, ongoing monitoring and monthly performance reports

The service provider must demonstrate the capacity to meet the delivery timelines above, maintain open communication with the Agency's project coordinator throughout each phase, and deliver content and reports to the Agency's offices as required.

SECTION VI: TENDER EVALUATION PROCESS

EVALUATION CRITERIA

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 RFQ document.

Required Documents	Non-submission may result in disqualification	
SBD - 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"
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.
Pricing Proposal	**Yes**	Submit a full detailed price proposal
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

Technical Evaluation Criteria

Bidders will be evaluated according to the below technical evaluation criteria. Minimum Technical Threshold is **80%**. It must be noted that if the Bidder does not meet the **80%** minimum threshold, the bidder will be disqualified and not be evaluated further.

Criterion	Weighting (%)
2.1 Methodology and approach (detailed technical proposal)	20
2.2 Relevant company experience	10
2.3 Portfolio of evidence and references	10
2.4 Key personnel: experience of the proposed Team Lead	15
2.5 Key personnel: experience of the proposed personnel	10
2.6 Media and distribution capability	5
2.7 Campaign implementation plan, monitoring and evaluation capability	5
2.8 Creative quality	5
2.9 Presentation / proof of concept (shortlisted bidders)	20
Total	**100**

2.1 Detailed technical proposal

The bidder must demonstrate a clear and structured methodology and approach for delivering the campaign strategy, skill transfer plan, content development and production, distribution, and monitoring and evaluation described in the scope of work. Proposals will be assessed on comprehensiveness, innovation, and suitability for the Agency's operational requirements.

Evaluation matrix	Supporting Document(s)	Score	Weighting (%)
Proposal exceeds expectations. the bidder has gone above and beyond to demonstrate how the objectives will be achieved and has addressed matters not explicitly stated in the scope of work.	**Technical Proposal, Methodology and Approach**	**5**	**20%**
A very good proposal designed to address all critical aspects of the scope of work to meet the desired end-result.		**4**	

Good/satisfactory proposal showing a good understanding of the scope of work but minimally addressing critical aspects.		**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**	

2.2 Relevant company experience

The bidder must demonstrate relevant experience and a proven track record in developing and executing high-impact, multi-media public education campaigns within the energy, mining, extractive industries, or public sector environment, over the past five (5) years.

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

2.3 Portfolio of evidence and references

The bidder must provide relevant, contactable references for campaigns delivered in the past five (5) years, and a portfolio of evidence. Please *refer to Annexure 1* of this document for the format in which the required information must be provided.

Evaluation matrix	Supporting Document(s)	Score	Weighting (%)
5 or more relevant references provided, plus portfolio of evidence 5 clients	**Portfolio of work and relevant experience**	**5**	**10%**
4 relevant references provided, plus portfolio of evidence 4 clients		**4**	
3 relevant references provided, plus portfolio of evidence 3 clients		**3**	

2 relevant references provided, plus portfolio of evidence 2 clients		**2**	
1 relevant reference provided plus portfolio of evidence from 1 client		**1**	
No relevant reference or portfolio of evidence provided		**0**	

2.4 Experience of the proposed Team Lead The bidder must submit CVs of the Team Lead. The proposed Team Lead must have relevant experience in developing and executing high-impact, multi-media public education campaigns standard tools.				
Evaluation matrix	**Supporting Document(s)**	**Score**	**Weighting (%)**	
> 15 relevant years of experience in developing and executing high-impact, multi-media public education campaigns standard tools	**CVs of the proposed Team Lead**	**5**	**15%**	
>10 but < 15 relevant years of experience in developing and executing high-impact, multi-media public education campaigns standard tools		**4**		
10 relevant years of experience in developing and executing high-impact, multi-media public education campaigns standard tools		**3**		
>8 but < 10 relevant years of experience in developing and executing high-impact, multi-media public education campaigns standard tools		**2**		
8 relevant years of experience in developing and executing high-impact, multi-media public education campaigns standard tools		**1**		
< 8 relevant years of experience in developing and executing high-impact, multi-media public education campaigns standard tools.		**0**		

2.5 Experience of the proposed personnel The bidder must submit CVs of the proposed personnel. The proposed personnel must have relevant experience in developing and executing high-impact, multi-media public education campaigns standard tools.				
Evaluation matrix	**Supporting Document(s)**	**Score**	**Weighting (%)**	
Average experience of > 10 years for the proposed personnel	**CVs of the proposed personnel**	**5**	**10%**	
Average experience of >8 but < 10 years for the proposed personnel		**4**		
Average experience of 8 years for the proposed personnel		**3**		
Average experience of >5 but < 8 years of for the proposed personnel		**2**		
Average experience of 5 years for the proposed personnel		**1**		
Average experience of < 5 years for the proposed personnel		**0**		

2.6 Media and distribution capability The bidder must demonstrate its capability to place and distribute campaign content across broadcast, radio, digital and community channels, including existing broadcaster and platform relationships, media planning and buying capability, and a proposed channel allocation. Proposals will be assessed on reach, cost-effectiveness and suitability for the Agency's target audiences.			
Evaluation matrix	**Supporting Document(s)**	**Score**	**Weighting (%)**
Proposal exceeds expectations. the bidder has gone above and beyond to demonstrate how the objectives will be achieved and has addressed matters not explicitly stated in the scope of work.	**Media and distribution plan; evidence of broadcaster / platform relationships**	**5**	**5%**
A very good proposal designed to address all critical aspects of the scope of work to meet the desired end-result.		**4**	
Good/satisfactory proposal showing a good understanding of the scope of work but minimally addressing critical aspects.		**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**	

2.7 Campaign implementation plan, monitoring and evaluation capability The bidder must submit a detailed campaign implementation plan (activities, timelines, milestones and resource allocation for each phase) and must demonstrate its capability to monitor and evaluate the campaign, including the proposed KPI framework measurement tools and data sources, approach to measuring awareness uplift and sentiment, and examples of campaign performance reports produced for previous clients.			
Evaluation matrix	**Supporting Document(s)**	**Score**	**Weighting (%)**
Proposal exceeds expectations. the bidder has gone above and beyond to demonstrate how the objectives will be achieved and has addressed matters not explicitly stated in the scope of work.	**Implementation plan; M&E approach; sample campaign reports**	**5**	**5%**
A very good proposal designed to address all critical aspects of the scope of work to meet the desired end-result.		**4**	
Good/satisfactory proposal showing a good understanding of the scope of work but minimally addressing critical aspects.		**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**	

2.8 Creative quality

The bidder must demonstrate the creative quality of its work, including originality, storytelling, visual and audio production values, and suitability for South African audiences. Proposals will be assessed on the creative concepts in the technical proposal and on samples of previous campaign content (links or files).

Evaluation matrix	Supporting Document(s)	Score	Weighting (%)
Proposal exceeds expectations. the bidder has gone above and beyond to demonstrate how the objectives will be achieved and has addressed matters not explicitly stated in the scope of work.	**Creative concepts; samples of previous campaign content**	**5**	**5%**
A very good proposal designed to address all critical aspects of the scope of work to meet the desired end-result.		**4**	
Good/satisfactory proposal showing a good understanding of the scope of work but minimally addressing critical aspects.		**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**	

Note: Bidders who score 65 or more out of 80 in the above technical requirements will be shortlisted for presentation

2.9 Presentation / Proof of Concept The shortlisted bidders must present proof of concept and their proposed approach to the Agency, including a sample of proposed creative direction, formats, and storytelling approach.				
Evaluation matrix	**Supporting Document(s)**	**Score**	**Weighting (%)**	
Comprehensive presentation addressing all the critical aspects of the scope of work.	**Presentation**	**5**	**20%**	
Comprehensive presentation addressing most of the critical aspects of the scope of work.		**4**		
Average presentation addressing some of the aspects of the scope of work.		**3**		
Less comprehensive presentation addressing some aspects of the scope of work.		**2**		
Generic presentation not addressing aspects of the scope of work.		**1**		
Bidder **not shortlisted** for presentation.		**0**		

All bids that fail to achieve the minimum overall qualifying score of 80% on functional/technical requirements, including the presentation, will not be considered for further Price and Specific goals evaluation**.**

3. PHASE 3

Price and Specific Goals

All bids that meet the minimum **80%** 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 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.

ANNEXURE 1: RESPONSE FORMAT FOR CRITERION 2.3

Experience of the bidder:

Request for proposal no.

Name of the bidder:

Authorised signatory:

[*Note to the Bidder: The bidder must complete the information set out below in response to the requirements stated in criterion 5.2.3 of this bid document. If the bidder requires more space than is provided below it must prepare a document in substantially the same format setting out all the information referred to below and return it with the proposal.*

Table (a) Details of the bidder's contactable references for campaigns delivered in the past five (5) years, and a portfolio of evidence.

Client' Name	Project Cost	Year in question	Description of service performed and extent of Bidder's responsibilities	Name, title and telephone contact of client	Portfolio of evidence supplied Y/N

Not e: Bidder/s failing to provide portfolio of evidence will not score point/ not be evaluated on criterion 2.3.

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 preferredbidder(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 orafter 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 ClosingDate 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 appropriatetechnological 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 anyof 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 ofthe 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 procurementor 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 awardof 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, regardlessof 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 asa 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 theconclusion 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 thebidder'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 AgencySA 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 mayincur 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 whetheroral or written, unless such written information provided, expressly amends this document byreference.

7. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. Petroleum Agency SAshall 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, partnersor 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 submitto 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 processesassociated 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 PetroleumAgency 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 anymeans, 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 oractivities 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-2027-04), 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.