

151 Frans Conradie Drive, Parow 7500

Private Bag X5, Parow 7499 Republic of South Africa

> Tel: +27 (0)21 929 3000 Fax: +27 (0)21 929 3144

Our Ref: **AD00104**

Date: 30 September 2025

All Tenderers

Dear Sir/Madam,

PetroSA 4 1

ASSET DISPOSAL ENQUIRY NO: AD00104

TENDER CLOSING DATE: 24 OCTOBER 2025 AT 11:00 (CAT)

TENDER (RFT): SALE OF TWO SUBSEA CHRISTMAS TREES AND SUBSEA

EQUIPMENT

1. Introduction

The Petroleum, Oil and Gas Corporation of South Africa SOC Ltd ("PetroSA") hereby invites interested parties to submit tenders for refurbished subsea Christmas Trees ("Xmas Trees") and associated subsea equipment currently available for sale.

Items available for sale:

- Two (2) refurbished subsea Xmas Trees stored at TechnipFMC premises,
 Bergen, Norway.
- Additional subsea equipment stored at PetroSA facilities, Mossel Bay, South Africa.

Interested parties are invited to submit a tender proposal in accordance with the requirements set out in the tender documents.

Tenders must be submitted electronically in the tender box on tenders@petrosa.co.za

Your tender must be submitted in accordance with the requirements stipulated in the documentation listed below, which all form an integral part of this Invitation to Tender:

- a) This Letter of Invitation to Tender and Tender Form
- b) Attached Draft Sales Agreement
- c) Attached Information on the Xmas Trees and subsea equipment

Directors:

IMPORTANT NOTICE

Please note that your tender will not be considered if it is not submitted and received electronically in the electronic tender box on tenders@petrosa.co.za

PetroSA may issue Bulletins from time to time to clarify certain aspects or to provide additional information on this RFT. It is the Tenderer's responsibility to check the procurement website (link above) to establish whether any bulletins were issued on this RFT, prior to submitting your tender.

2. **Declaration**

By submitting an RFT (offer to purchase the goods referred to above), the Tenderer declares that:

- (a) The information provided is true and correct.
- (b) The person submitting the RFT is duly authorised to submit the RFT on behalf of the Supplier.
- (c) The RFT is completed independently from, and without consultation, communication, agreement or arrangement with any competitor. Communication between parties in a joint venture or consortium will not be construed as collusive tendering (As detailed in the Certificate of Independent Bid Determination-SBD 9, available from the National Treasury's website).
- (d) Documentary proof regarding any tender will be submitted to the satisfaction of PetroSA when called upon to do so.
- (e) The Tenderer consents to a "due diligence" being conducted on it by PetroSA or its authorised representatives regarding the Tenderer's legal and empowerment status, technical ability, creditworthiness, security clearance, etc., and the Tenderer undertakes to co-operate fully in this regard, within two days of receiving notification from PetroSA; and
- (f) The Tenderer understands and acknowledges that any award made to it will be subject to the conclusion of an agreement between the Tenderer and PetroSA. The Tenderer understands and acknowledges that PetroSA's Standard Terms and Conditions shall be applicable and shall take precedence over the Tenderer's own

terms and conditions of supply (if any). The Tenderer further acknowledge that it is its responsibility to pursue the same prior to making any proposal to PetroSA. It is an express condition that any comments and/or qualifications on PetroSA's Standard Terms and Conditions must be submitted with the Tenderer's proposal. Any negotiations shall solely be conducted based on such Tenderer's comments and/or qualifications

3. Enquiries

<u>Technical enquiries</u> regarding this request should be addressed to **Hennie Fortuin** on +27 (0)21 929 3211 or martinhennie.fortuin@petrosa.co.za

4. Order or Contract Award

PetroSA reserves the right to withdraw RFTs, reissue RFTs and/or divide the scope and award to more than one Tenderer.

PetroSA shall not be obliged to accept the highest price tender or part or all of any tender submitted. No agreement between PetroSA and the Tenderer shall come into existence until such time as a written contract/agreement signed by PetroSA and the Tenderer is concluded. The Tenderer should not and cannot rely on any communication to the Tenderer of a successful tender by PetroSA staff and representatives, as no legally binding agreement will come into existence until a formal, written, legally binding and enforceable agreement is validly concluded and executed. Please further take note that even if a Tenderer tenders the highest price in the tender, the award is subject to due diligence before a contract can be concluded with PetroSA.

PetroSA reserves the right not to award, if the offer is found to be commercially unattractive.

5. <u>Corporate Governance</u>

In keeping with the principles of good corporate governance, which includes adequate fraud prevention measures as required by the Public Finance Management Act (PFMA), PetroSA has established **toll free hotlines**, details below:

Telephone No: 0800 111 583, Whatsapp ChatBot No: +27 31 308 4664, Sms No: 33490 Email: petrosa@whistleblowing.co.za, where any act of fraud should be reported. This "whistleblower" facility is managed by an independent company that will ensure the anonymity of the whistleblowers and establish the substance of any allegations made.

HOTLINE DETAILS	
Uniqu <mark>e free</mark> call number	0 <mark>800 111 583</mark>
Web reporting	www.whistleblowing.co.za
E-mail address	petrosa@whistleblowing.co.za
SMS short code	33490
WhatsApp ChatBot	+27 31 308 4664
Postal address	P O Box 510 <mark>06, Musgrave, 4062</mark>

Kind Regards,	
C Bunting Head: Supply Chain Management	

TENDER FORM

Tenderers to complete in full, check that all information on the checklist has been included,

sign and submit to The Petroleum Oil and Gas Corporation of South Africa SOC Ltd as per

instruction

ATTENTION: The Group Supply Chain Manager

Dear Sir,

ENQUIRY NO: AD00104

TENDER: SALE OF TWO SUBSEA CHRISTMAS TREES AND SUBSEA EQUIPMENT

Having examined this Enquiry Document, including the Specifications, and Schedules for

the above-named materials, I/We offer as per the attached signed bid schedule.

Declaration

I/We hereby declare that:

a) the signatory is duly authorised to sign the tender document.

b) I/We understand and acknowledge that any award made to me/us will be subject to the

Tender Sale Terms and Conditions for PetroSA. I/We further acknowledge that it is

my/our responsibility to peruse same prior to making any proposal to PetroSA. I/We

understand and acknowledge that the Terms and Conditions for PetroSA shall be

applicable. I/We have signed and initialled each page of the Terms and Conditions and

submitted same together with my/our tender.

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Table 1: Tendered price

Lot No.	Location Description	Offered Price (ZAR)/ton (Excl. VAT)
Lot	Two (2) refurbished subsea Xmas Trees stored at	
1	TechnipFMC premises, Bergen, Norway.	
Lot	Additional subsea equipment stored at PetroSA	
2	facilities, Mossel Bay, South Africa.	

Yours faithfully	
SIGNATURE	
ON BEHALF OF	
ADDRESS	
TELEPHONE NO.	:
EMAIL ADDRESS	:

WITNESSES	:	1.	
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2.



TENDER SALE TERMS AND CONDITIONS

- 1. Tender sale shall be subject to acceptance by PetroSA.
- 2. Bids shall be valid for a period of **150** days from the closing date. PetroSA reserves the right to accept or reject any or all bids in their entirety, or parts thereof, without explanation or liability.
- 3. Equipment may be tendered in any combination from a single lot to the entire package.
- 4. The successful bidder(s) will be required to lift the stocks within 180 days, or mutually agreed date, from the date of the letter of acceptance issued by PetroSA.
- 5. In case the successful bidder(s) fail to lift the stocks within the stipulated period of 180 days, the bidder(s) shall be liable to pay rent and any other costs that might arise as a result of the delay. In addition, successful bidders shall be liable to pay 1% of the total value of the bid per weekly delay.
- 6. Tenderers should, prior to the submission of tender, satisfy themselves about the condition, quality, and status of the material which are being offered for sale/ tender.

 No inquiry in this regard shall be entertained after submission of tender bids.
- 7. PetroSA reserves all the rights to withdraw the item/s from sale at any time and also reserves all the right to cancel or postpone the tender/sale at any time without assigning any reason.
- 8. PetroSA reserves all the rights to withdraw the lot or reject any price/ tender, including the highest tendered amount, without assigning any reason. In such an event, the money already paid will be refunded to the intending tenderer without any interest.

9.	The purcha	ser is no	t enti	tled to	any b	enefit/	advan [•]	tage	e du	e to	any clerica	l er	ror,
	inadvertent	mistake	in th	ne ter	ms and	d con	ditions	or	in 1	the	description	of	the
	property(s).												

10. A person acting on behalf of another person shall produce a written authority letter with his identity proof from such other person authorising him to act on behalf of such other person in all matters relating to tender/sale.

This document is governed by the laws of the Republic of South Africa.