

CONTRACT DATA

**A contract between
SENTECH, Sender Technology Park, Radiokop, Octave Road, Honeydew,
and**

**Appointment of a Service Provider for the Supply, delivery and installation
of an All-in-one integrated hybrid Energy storage system at Vredendal OC.**

Bid Number: SENT-036-2024-25

Contents

Part C1: Agreements and contract data

Form of Offer and Acceptance

Contract Data provided by the Sentech

Contract Data provided by the Supplier

Part C2: Pricing Data

Part C3: Scope of Work

Conditions of Contract (available separately)

PART C1: AGREEMENTS AND CONTRACT DATA –

Form of Offer and Acceptance Offer

Sentech, identified in the acceptance signature block, has solicited offers to enter into a contract for Appointment of a Service Provider for the Supply, delivery and installation of an All-in-one integrated hybrid Energy storage system at Vredendal OC.

The Bidder, identified in the offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Bid schedules, and by submitting this offer has accepted the conditions of the Bid.

By the representative of the Bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Bidder offers to perform all of the obligations and liabilities of the Bidder under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF APPLICABLE TAXES; (in the Bids applicable currency).

_____ (amount in words);

_____ (amount in figures)

NB: The Prices quoted above is the total Bid offer inclusive of all applicable taxes for the Contract duration. The price must be carried over from the price breakdown / schedule of rates provided in the Bid document.

This offer may be accepted by Sentech by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Tender Data, whereupon the Bidder becomes the party named as the Bidder in the conditions of contract identified in the Contract Data.

Bidder's Signature(s) _____

Signed by the Bidder at _____ **on this the** _____ **day of** _____ **20** _____

Name(s) _____

Capacity _____

Address (Domicillium)

Acceptance

By signing this part of this form of offer and acceptance, Sentech accepts the Bidder's offer. In consideration thereof, Sentech shall pay the Bidder the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the Bidder's offer by the signature by Sentech shall form an agreement between Sentech and the Bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Bid schedules as well as any changes to the terms of the offer agreed by the Bidder and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from the said documents are valid unless contained in this schedule of deviations.

Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Sentech's Signature(s) _____

Signed by Sentech at _____ **on this the** _____ **day of** _____ **20** _____

Name(s) _____

Designation _____

SENTECH SOC LIMITED,
Sender Technology Park
Octave Road, Radiokop
Honeydew
Johannesburg

Date _____

Upon acceptance by Sentech of the Bidder's offer, a contract will come into existence.

SCHEDULE OF DEVIATIONS

Notes:

- 1 The extent of deviations from the Bid documents issued by the Sentech before the Bid closing date is limited to those permitted in terms of the conditions of Bid.
- 2 A Bidder's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
- 3 Any other matter arises from the process of offer and acceptance either as a confirmation, clarification or change to the Bid documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
- 4 Any change or addition to the Bid documents arising from the above agreements and recorded here shall also be incorporated into the Contract.

1. **Subject** _____

Details _____

2. **Subject** _____

Details _____

3. **Subject** _____

Details _____

4. **Subject** _____

Details _____

By the duly authorised representatives signing this schedule of deviations, Sentech and the Bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Bid schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder and Sentech during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

Contract Data

Part one - Data provided by Sentech given in all contracts

1. The *Purchaser* is

SENTECH SOC LIMITED,

Sender Technology Park
Octave Road
Radiokop
Honeydew
Johannesburg

2. General

The National Treasury General Conditions of Contract for goods and services (NT GCC, 2010) or General Conditions of Contract for Works (2015) as issued by National Treasury and the Construction Industry Development Board of the Republic of South Africa apply, respectively.

The goods are specified in the Scope of Work. The Special Conditions of Contract (SCC) are stipulated in the Tender Data.

3. Goods information:

The *Goods Information* is in the document called "Scope of Work" and in the documents and drawings referred to by it.

4. Terms of Delivery

The *Terms of Delivery* are contained in the General Conditions of Contract (GCC) and Special Conditions of Contract.

5. Language

The *language* of this contract is English.

6. Governing Laws and Jurisdiction

The Contract shall be governed by and interpreted according to the laws of the Republic of South Africa.

In the event of a conflict between or inconsistency in the laws applicable in the various provinces of the Republic of South Africa, the law as applied and interpreted in the Gauteng Province shall prevail.

The parties irrevocably submit to the exclusive jurisdiction of the South Gauteng High Court, Johannesburg in respect of any action or proceeding arising from this Bid.

This Bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the SCC are in conflict with the GCC, the SCC shall prevail.

7. Sub-contracting post award

A Bidder awarded a Bid may only enter into a subcontracting arrangement with the approval of Sentech. The successful bidder may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the Bidder concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

8. Transformation Plan

A transformation plan is a record of activities an entity intends to undertake to improve its BBBEE Level through Ownership, Management and Control; Skills Development; Enterprise and Supplier Development and Socio-Economic Development.

Sentech reserves the right to request a BBBEE transformation plan with clearly defined timelines and milestones if the recommended bidder does not meet Sentech's transformation goals. These milestones

must be achieved over the term of the contract. This transformation plan shall be submitted within 10 working days from the written request, failing which Sentech reserves the right to withdraw its appointment of the preferred recommended Bidder.

9. Warranty

The warranty period is 12 months after Delivery.

10. Payment

The method and conditions of payment are contained in the Tender Data, GCC and SCC.

The interest on late payment is 0 % per complete week of delay.

11. Rate of Exchange, Currency Fluctuations and Currency

All bid prices quoted shall be in South African Rands (ZAR). If prices are in a foreign currency, the rate of exchange quoted shall remain fixed throughout the term of the agreement. Bidders will bear the risk of and all cost/s associated with currency fluctuations, therefore Bidders shall be required to manage such risk in their bid price.

12. General - Prices

All prices shall be quoted in ZAR.

Unless written approval has been obtained from Sentech, no adjustment in contract prices will be made. Applications for price adjustment must be accompanied by documentary evidence in support of any adjustment.

13. Price Negotiations

Sentech reserves the right to negotiate market related prices and discounts. If market-related prices are not agreed to, Sentech reserves the right to cancel the Bid.

14. Liabilities indemnities and insurance

Insurance is required from the Bidder in respect of delivery and transportation where applicable.

15. Disputes

Should any dispute, disagreement or claim arise between the parties ("the dispute") concerning this Agreement, the parties shall try to resolve the dispute by negotiation. This entails one party inviting the other party to meet and attempt to resolve the dispute within fourteen (14) days from the date of the written invitation.

If the dispute has not been resolved by such negotiation as referred to in this clause above, the Parties shall submit the dispute to the Arbitration Foundation of Southern Africa ("AFSA") for administered mediation, upon the terms set out by the AFSA secretariat.

Failing such resolution, the dispute shall be resolved by arbitration in accordance with the rules and procedures of AFSA by an arbitrator appointed by AFSA. Where the arbitration route is followed, the dispute must be adjudicated within Johannesburg in the English language and finally resolved in accordance with the rules of AFSA, by an arbitrator or arbitrators appointed by that Foundation.

The provisions of this clause shall not preclude any party from obtaining relief from a Court of competent jurisdiction. To this extent, the Parties hereby consent to the jurisdiction of the South Gauteng High Court, Johannesburg, South Africa. The provisions of this clause shall continue to be binding on the Parties, notwithstanding any termination or cancellation of this Agreement.

16. Termination

Sentech shall have the right, at its sole and exclusive discretion, upon written notice to the Bidder, to terminate this Agreement, in whole or in part should the Bidder fail to perform any of its obligations or deliver any deliverable timeously or should Sentech not be satisfied with the quality of any service/s in terms of this Agreement, to the satisfaction of Sentech.



Sentech shall furthermore have the right, as a result of such termination, to appoint a third party to perform the obligations of the Bidder in terms of the Agreement and the Bidder indemnifies Sentech against all costs incurred by Sentech in appointing such third party to fulfil the obligations of the Bidder.

Sentech shall have the right, at its sole and exclusive discretion, to terminate this Agreement, at any time, upon 30 (thirty) days' written notice to the Bidder.

17. Contract Term

The supplier shall submit a timeline for the works to be successfully executed. Upon the date the works have been completed to a degree where the system is practically functional, a 12 month maintenance period will commence.

A maintenance term of 12 months is to be part of this contract. The maintenance term will commence on the date of final completion. The installation contractor shall be available to agree a new maintenance contract with client once the 12 month term expires, however the client reserves the right to negotiate a new maintenance agreement with a different service provider if he so wishes after the initial maintenance period.

18. Supplier Due Diligence

Sentech reserves the right to conduct supplier due diligence at any time pre, during and post the contract period. This may include announced or unannounced site visits.

19. Cession

Sentech shall be entitled to cede, delegate, assign, charge, transfer or otherwise dispose of this Agreement or any rights or obligations therein in whole or in part, upon prior written notice to the Bidder.

20. Monitoring and Evaluation

The service delivery and performance of the Bidder will be monitored and evaluated by Sentech at all relevant times. In the event that the Bidder defaults in any manner or form, Sentech reserves the right to blacklist the Bidder on the National Treasury Database of Prohibited Suppliers and Tender Defaulters, and to take such further steps as may be warranted in the circumstances which steps shall be determined at Sentech's sole and exclusive discretion.

21. Protection of Personal Information Act No. 4 of 2013 ("POPI")

Sentech is POPI compliant and the Bidder will ensure that it conducts itself within the prescripts of the prescribed legislation.

Should Sentech need to collect Personal Information by law or in consideration of the Tender, and the Bidder fail to provide the Personal Information when requested, Sentech may refuse to accept the relevant services from the Bidder, and the Bidder will be notified in this event.

By agreeing to the terms of this Agreement, the Bidder voluntarily authorizes Sentech to process its' personal information (including its' name, credit card & banking details, physical address, telephone numbers, reference letters & any other information it has provided to Sentech) for purposes of Tendering and contracting.

The Bidder consents to the transfer of such personal information to third parties.

This consent is effective immediately and will endure until the relationship between the Bidder and Sentech has been terminated.

The Bidder indemnifies and holds Sentech harmless against any loss, whether direct or indirect, arising out of the failure to process any of its' personal data in accordance with applicable laws.

22. Delay damages

As stipulated in the Special Conditions of Contract.

Sentech's Representative is

Name: Mr. Zunaid Adams

Address: **SENTECH SOC LIMITED**

Sender Technology Park

Octave Road

Radiokop

Honeydew

2040

Johannesburg

Tel No. 0114714400

Sentech's Representative is the Executive: Legal and Regulatory.

Contract Data

Part two - Data provided by the Bidder

Statements given in all contracts

The Bidder is:

Name _____ Address _____

a company / close corporation / partnership duly incorporated in accordance with the laws of the Republic of South Africa.

PART C2: PRICING DATA

Provisional and General

#	Description	Unit	Qty	R/Unit	R Total
	NOTE: All items to be designed, supplied, installed & commissioned as applicable. Items not covered by the schedule must be listed below. If quantities are zero, then provide rates only.				
1	CONTRACTORS FIXED CHARGES				
1.1	Transport & logistics to site	Item	1		
1.2	Compliance with OHSACT requirements	Item	1		
1.3	Compliance with Environmental requirements	Item	1		
2	CONTRACTORS TIME RELATED ITEMS				
2.1	Works Supervision	Item	1		
2.2	HSE Supervision	Item	1		
3	All other items deemed necessary to complete the works. (Specify):				
3.1					
3.2					
Total excluding VAT carried forward					

PV Plant

#	Description	Unit	Qty	R/Unit	R Total
	NOTE: all items to be designed, supplied, installed & commissioned as applicable. Items not covered by the schedule must be listed below. If quantities are zero, then provide rates only. Rates must be supplied with site conditions in mind and as per the requirements in the scope of works				
1	BESS				
	Supply, deliver and installation of an all-in-one integrated hybrid energy storage system	Sum	1		
2	Connecting the AC cables into the cabinet	Sum	1		
3	Supply and install AC Combiner box	Sum	1		
2	All other items deemed necessary to complete the works. (Specify):				
2.1					
2.2					

#	Description NOTE: all items to be designed, supplied, installed & commissioned as applicable. Items not covered by the schedule must be listed below. If quantities are zero, then provide rates only. Rates must be supplied with site conditions in mind and as per the requirements in the scope of works	Unit	Qty	R/Unit	R Total
Total excluding VAT carried forward					

Total

Total	Description	Total
A	PROVISIONAL AND GENERAL	
B	BESS	
1	SUB TOTAL 1 (Items A + B)	
3	SUB TOTAL 2 (Items 1 + 2.4 + 2.5)	
4	SUB TOTAL 3 (Items 3 + 4)	
5	CONTINGENCY AMOUNT 10%	
6	ADD 15 % VAT	
7	TENDER TOTAL INCLUDING VAT (Items 5 + 6)	

PART C3: SCOPE OF WORK

SENTECH'S GOODS INFORMATION

GOODS INFORMATION

XXXXX

1. TECHNICAL REQUIREMENTS

1.1. Glossary of Terms

SYMBOLS AND ABBREVIATIONS

Throughout the documentation units of measurement are referred to by symbols: Abbreviations used:

Alternating Current	: AC
British Standard	: BS
Battery Energy Storage System	: BESS
Certificate of Compliance	: COC
Contract Price Adjustment	: CPA
Control and Management System	: CMS
Direct Current	: DC
Distribution Board	: DB
Environmental Impact Assessment	: EIA
International Electro-Technical Commission	: IEC
Ingress Protection	: IP
Kilo Volt-Ampere	: kVA
Low Voltage	: LV
Miniature Circuit Breaker	: MCB
Medium Voltage	: MV
New Registration System	: NRS
Point of Connection	: POC
PolyVinyl Chloride	: PVC
South African National Standards	: SANS
Steel Wire armoured	: SWA
Damp Proof Membrane	: DPM
The Main Contractor on Site	: Main Contractor
The contractor responsible for the electrical installation on site	: Electrical contractor

2. SCOPE OF WORKS

The scope of this project is for the Appointment of a Service Provider for the Supply, delivery and installation of an All-in-one integrated hybrid Energy storage system at Vredendal OC.

The site has a plinth of 1500 x 4000 (W x L) where the container/cabinet will be installed. There is existing cable (2 x 35mm² PVC SWA) running from the plinth into the building and connecting to the Main DB of the building. The Contractor shall be responsible for the connecting these cables into the cabinet once it is installed.

Ground mounted Cabinet

The proposed energy storage container/cabinet must be an integrated power storage system that comes with battery pack, energy management and monitoring system, temperature control and fire safety equipment. It must be designed to meet commercial and industrial needs for peak shaving, self-supply, electrical load and capacity enhancement, to improve energy efficiency and relieve peak pressure of power grid.

The cabinet must support the functions listed below but not limited to :

- EMS and PCS integrated technology,
- Support grid connection and Off grid,
- prevent reverse current, dynamically adjusting power
- Battery Auxiliary power supply redundancy design, support black start function
- Passive Balance Intelligent BMS, providing complete protection, can effectively extend cycle life of battery packs
- Lithium Iron Phosphate (LFP) Battery
- Using Heptafluoropropane fully submerged fire-fighting system
- Emergency stop button to quickly stop the system,
- Support for remote control
- Cooling System

Below are the minimum requirements for the system

System Specification

Nominal Output Power (W)	: 50 000
AC Output Frequency and Voltage	: 50Hz 380-415Vac
Energy Configuration (kWh)	: 130kWh
Battery Operating Voltage (V)	: 500-700
Battery Type	: LiFePO ₄
IP Rating of Enclosure	: IP55
Installation Style	: Floor mounted
Off-Grid Back up Power (W)	: 50 000
Off-Grid Switching Duration (ms)	: 20ms
Grid Type	: 3L+N+PE
THD	: <3%
Power Factor	: -1-+1
System Communication	: Ethernet
Firefighting	: Aerosol/Heptafluoropropane (FM-200)/Perfluoro

Auxiliary Power Interface : 400Vac, 3W+N+PE
Local Emergency Stop : Yes
Remote Stop/Shut-off : Yes

Battery Technical Specification

Energy Configuration (kWh) : 130
Battery Operating Voltage (V) : 480 ~ 700
Battery Communication : CAN,RS485
Energy output warranty : 10 years
Guarantee on product : 5 years
Certifications (Standard Compliance) : IEC 62619 ; IEC 62040-1; UN38.3 ; UL1642 etc.

Surge and lightning protection

The Contractor shall design the lightning protection system in accordance with the latest edition of the SANS/IEC standards.

The lightning protection system shall protect the plant, inverters, control and monitoring systems and any other electrical and mechanical equipment against damage caused by lightning strikes.

The proposals to the Client must provide for adequate design against lightning induced overvoltage risk.

Overvoltage protection shall be installed at DC side as well as AC side of the inverter and within the PV arrays.

In general, the design of the DC system must ensure that cables are kept in parallel and as short as possible, while cable loops are also avoided or restricted.

Protection against direct strikes (direct strike lightning protection) shall be installed and coupling because of strikes elsewhere in the grid (indirect strike lightning protection) shall be taken into consideration and designed out of the system.

The lightning and surge protection shall meet the following criteria:

Lightning protection level (LPL 1 or 2)

Type 1:

Type: Modular,1+2 Combined Lightning & Surge Arrester

Rating: $I_{total} = 100\text{kA}$ (10/350 μs), $U_p \leq 1.5\text{kV}$

Fuse: (Internal/Integrated) or external

Configuration: 3-phase = 3+1 configuration, or 1-phase = 1+1 configuration

Indication: Remote Signalling & Flag indication between (L-N, N-PE)

Technology: Spark-gap or equivalent

Follow current extinguishing capability [L-N]/[N-PE] (Ifi): 50 kA rms/100 A rms

Compliance : SANS/IEC 61643-11

Proven energy coordination with downstream arresters and terminal equipment

Lightning protection level (LPL 3 or 4)

Type 1:

Type: 1+2 Combined Lightning & Surge Arrester

Rating: $I_{total} = 50\text{kA}$ (10/350 μs), $U_p \leq 1.5\text{kV}$
Fuse: (Internal/Integrated) or external
Configuration: 3-phase = 3+1 configuration, or 1-phase = 1+1 configuration
Indication: Remote Signalling & Flag indication between (L-N, N-PE)
Technology: Spark-gap or equivalent
Follow current extinguishing capability [L-N]/[N-PE] (Ifi): 25 kA rms/100 A rms
Compliance : SANS/IEC 61643-11
Proven energy coordination with downstream arresters and terminal equipment

Sub AC distribution board

Type 2:

Type: Modular Type 2, Surge Arrester
Rating: $I_n = 20\text{kA}$ (8/20s), $U_p \leq 1.5\text{kV}$
Lightning impulse current (10/350 μs) [N-PE] (Iimp): 12 kA
Fuse: 125A gL/gG (External)
Configuration: 3-phase = 3+1 configuration, or 1-phase = 1+1 configuration
Indication: Remote Signalling & Flag (L-N, N-PE)
Technology: Spark-gap or equivalent
Short-circuit withstand capability for max. mains-side overcurrent protection (ISCCR): 50 kA rms
Compliance : SANS/IEC 61643-11
Energy coordination with upstream and downstream arresters and terminal equipment

DC SPD

Type:1 1+2 Combined Lightning & Surge Arrester
Total discharge current (10/350 μs) [DC+/DC- -> PE] (I_{total}): 12.5 kA
Voltage protection level [(DC+/DC-) -> PE] (UP): 2.5 kV (1000V DC)
Voltage protection level [DC+ -> DC-] (UP): 4.75 kV (1000V DC)
Short-circuit current rating (ISCPV): 1000 A
Indication: Remote Signalling & Flag indication
Compliance : EN 50539-11
Technology: Y - configuration combined disconnection
and short-circuiting device with safe electrical isolation
Energy coordination with terminal equipment ($\leq 10\text{ m}$)

Type:2 Modular, 2 Surge Arrester
Total discharge current (8/20 μs) [DC+/DC- -> PE] (I_{total}): 40 kA
Voltage protection level (UP): $\leq 4\text{ kV}$ (1000V DC)
Voltage protection level [DC+ -> DC-] (UP): $\leq 3.5\text{ kV}$ (1000V DC)
Short-circuit current rating (ISCPV): 10 KA
Indication: Remote Signalling & Flag indication
Compliance : EN 50539-11

Technology:
and short-circuiting device with safe electrical isolation

Y - configuration combined disconnection

Energy coordination with terminal equipment (≤ 10 m).....

2.1. Information to Bidders

DRAWINGS/DOCUMENTS TO BE PROVIDED TO THE SUPPLIER

- Vredendal site Layout
- Vredendal main breaker size at POC
- Vredendal Cable size at POC

*Please note, drawings will be issued on the day of briefing(On site).