PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)								
BID NUMBER:		000/00/Dur/INF/24/T	CLOSING DATE	• •	01 Augus	t 2024	CLOSING TIME:	11H00
DESCRIPTION BID RESPONSE	DOCUMENTS	very, Installation and Com	THE RID ROY SITUA	Systems a	TREET ADD	ukuza, CO	Metro and CC Po	rt Shepstone
		MAT DE DEI CONED IN	THE BID BOX OFFOR	וא טבו ו	INCLI ADD	MEGO)		
The Main Entran	•							
Department of T	ransport							
04 Aubrey Road								
Pinetown								
BIDDING PROCE	DURE ENQUI	RIES MAY BE DIRECTED	T0			RIES MAY	BE DIRECTED TO) :
CONTACT PERS	:ON	Nad Govender		CONTAC PERSON		Sajal Sı	ınnylall	
CONTACTIENC	011	Nau Oovenuei		TELEPHO		oajai ot	amyian	
TELEPHONE NU	MBER	031 700 2222		NUMBER		031 700	2222	
FACSIMILE NUM	BER			FACSIMII NUMBER				
E-MAIL ADDRES		Nad.govender@kzntran	sport.gov.za	E-MAIL A		Sajal.Sı	ınnylall@kzntrans	port.gov.za
A3Q								
STREET ADDRE	SS							
TELEPHONE NU	MBER	CODE			NUMBER			
CELLPHONE NU	MBER							
FACSIMILE NUM	BER	CODE	NUMBER					
E-MAIL ADDRES								
VAT RENUMBER	GISTRATION							
SUPPLIER COM	PLIANCE	TAX COMPLIANCE			CENTRAL	_		
STATUS		SYSTEM PIN:		OR	SUPPLIE	l l		
					DATABAS No:		AAA	
B-BBEE STATUS	LEVEL	TICK APPLICA	BLE BOX]	B-BBEE S	STATUS LEV			CABLE BOX]
VERIFICATION				SWORN	AFFIDAVIT			
CERTIFICATE		☐ Yes	□No				☐ Yes	☐ No
		_						
		VERIFICATION CERTI PREFERENCE POINTS		FFIDAVIT	(FOR EMI	ES & QS	Es) MUST BE SU	JBMITTED IN
ARE YOU THE A	CCREDITED]No		J A FOREIG R FOR THE		□Yes	□No
SOUTH AFRICA		res	JINO		ES /WORKS		[IF YES, ANSV	VER THE
GOODS /SERVIO	-	[IF YES ENCLOSE PRO	OF]	OFFERE			QUESTIONNA	
OFFERED?								
QUESTIONNAIR	E TO BIDDING	FOREIGN SUPPLIERS						
IS THE ENTITY A	RESIDENT O	F THE REPUBLIC OF SOL	UTH AFRICA (RSA)?				☐ YES [NO
DOES THE ENTI	TY HAVE A BR	RANCH IN THE RSA?					☐ YES [NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					☐ YES [□ NO		
				☐ YES [NO			

IS THE ENTITY LIABLE IN THE IF THE ANSWER IS "NO" TO SYSTEM PIN CODE FROM TH	E RSA FOR ANY FORM OF ALL OF THE ABOVE, THI IE SOUTH AFRICAN REVE	TAXATION? En it is not a requi Inue Service (Sars)	REMENT TO REGISTER AND IF NOT REGISTER	YES R FOR A TAX COMPLIA AS PER 2.3 BELOW.	☐ NO Ance Status

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PA	ARTICULARS MAY RENDER THE BID INVALID
SIGNATURE OF BIDDER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED: (Proof of authority must be submitted e.g. company resolution)	
DATE.	

NOTICES TO RESPONDENTS REGARDING THE COMPLETION OF FORMS

PLEASE NOTE THAT THIS CALL FOR BIDS IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

- 1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
- 2. Under no circumstances whatsoever may the Bids forms be retyped or redrafted, but can be completed online without changing any words. Photocopies of the original Bids documentation may be used, but an original signature must appear on such photocopies.
- 3. The Respondent is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 4. Bids submitted must be complete in all respects.
- 5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the Bids documents.
- 6. Each Bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the Respondent, the Bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any Bids other than that shown on the envelope. If this provision is not complied with, such Bids may be rejected as being invalid.
- 7. All Bids received in sealed envelopes with the relevant Bids numbers on the envelopes are kept unopened in safe custody until the closing time of the Bids. Where, however, a Bids is received open, it shall be sealed. If it is received without a Bids number on the envelope, it shall be opened, the Bid number ascertained, the envelope sealed and the Bid number written on the envelope.
- 8. A specific box is provided for the receipt of Bids, and no Bids found in any other box or elsewhere subsequent to the closing date and time of Bids will be considered.
- 9. No Bids sent through the post/courier will be considered if it is received after the closing date and time stipulated in the BIDS documentation, and proof of posting/couriering will not be accepted as proof of delivery.
- 10. No Bids submitted by telefax, telegraphic will be considered.
- 11. Bids documents must not be included in packages containing samples. Such Bids may be rejected as being invalid.
- 12. Any alteration made by the Respondent must be initialled. If not initialled the Respondent may be disqualified.
- 13. Use of correcting fluid is prohibited
- 14. Bids will be opened in public as soon as practicable after the closing time of Bids.
- 15. Where practical, prices will be made public at the time of opening Bids.

Rights to Award

- KZN Department of Transport reserves the right to call for presentations from shortlisted suppliers or Reserves the Right to accept bids in Whole or In Part."
- Not to make any award in this bid or accept any proposals submitted,
- Award the project to more than one (1) Respondent for the same activity
- Request further technical/functional information from any Respondent after the closing date,
- Verify information and documentation of the Respondent(s),
- Not to accept any of the bid document submitted,
- To withdraw or amend any of the bid conditions by notice in writing to all Respondents prior to closing of the bid and post award, and
- If an incorrect award has been made to remedy the matter in any lawful manner it may deem fit.

Price Negotiation.

KZN DoT reserves the right to negotiate with the shortlisted Respondents prior and/or post award. The terms and conditions for negotiations will be communicated to the shortlisted Respondents prior to invitation to negotiations. The negotiation terms and conditions may include presentations and/or site visits. This phase is meant to ensure the conditions of bid and projects will be implementable for the achievement of the project objectives.

KZN DoT supports the spirit of economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the KZNDOT does not support any form of fronting.

AUTHORITY TO SIGN

Bid/Quotation no.NO. ZNQ		
01	alii / Tarat /Oala ayaa istaa ayaa la ta la	
	ship / Trust /Sole proprietor or sole trader	
	DF THE COMPANY etc RESOLVED that	
	, is authorised to	
	tnership / Trust /Sole proprietor or sole trader fo	
	a change of ownership). The nominated person	-
webpage for the business.	3	
	mpany / Partnership / Trust/ Sole proprietor or s	sole trader.
(sole member still must sign this resolut	tion)	
Signature of members:		
Name	Signature	Date
1		<u>.</u>
2		<u> </u>
3		<u> </u>
4		<u>-</u>
5		<u> </u>
6		<u> </u>
Specimen signature of the signatory	<u>.</u>	

Failure to complete, sign and date the relevant certificate(s) set out hereafter or failure to provide the certificate(s) in the form of a resolution as described above shall result in the tender being considered non-responsive and rejected in terms of clause C.3.8 of the Conditions of Tender.

SBD 3.1 PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder:	Bid number: ZNB
Closing Time	Closing date:

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	Unit Price	Total for each unit
A1	1	Delivery to KwaDukuza site		
A2	1	Delivery to Metro site		
A3	1	Delivery to Port Shepstone site		
B1.1	84	Solar Panels – CC KwaDukuza		
B1.2	80	Solar Panels – CC Metro		
B1.3	60	Solar Panels – CC Port Shepstone		
B2.1	10	Battery Pack – CC KwaDukuza		
B2.2	10	Battery Pack – CC Metro		
B2.3	9	Battery Pack – CC Port Shepstone		
B3.1	1	Hybrid Inverter – CC KwaDukuza		
B3.2	1	Hybrid Inverter – CC Metro		
B3.3	1	Hybrid Inverter – CC Port Shepstone		
C2.1.1	1	HV Box – CC KwaDukuza		
C2.1.2	1	Racking – Batteries – CC KwaDukuza		
C2.1.3	1	Cabinet connect cable set – CC KwaDukuza		
C2.1.4	1	3kVA UPS – CC KwaDukuza		
C2.2.1	1	HV Box – CC Metro		
C2.2.2	1	Racking – Batteries – CC Metro		
C2.2.3	1	Cabinet connect cable set – CC Metro		
C2.2.4		3kVA UPS – CC Metro		
C2.3.1	1	HV Box – CC Port Shepstone		
C2.3.2	1	Racking – Batteries – CC Port Shepstone		
C2.3.3	1	Cabinet connect cable set – CC Port Shepstone		
C2.3.4	1	3kVA UPS – CC Port Shepstone		
C3.1	1	Structure – Car port – CC KwaDukuza		
C3.2	1	Structure – Roof top railed – CC Metro		
C3.3	1	Structure – Roof top railed – CC Port Shepstone		
	please list other	items that you wish to quote on and specify details:		
G1				
G2				
G3				
	District Office Date: 11 July Venue: Dep	y 2024 artment of Transport's Road, Port Shepstone, 4240		

	Compulsory Briefing meeting Date Date: 12 July 2024 Venue: Departmentof Transport's, 10 C Stanger Ext 24, KwaDukuza, 4449 Time: 10h00 Compulsory Briefing meeting Date Date: 15 July 2024 Venue: Department of Transport, Cost C 77 Sialkot Crescent, Merebank Time: 10h00	Centre Metro				
		SUB-TOTAL				
		VAT AT 15%				
	GRAND TOTAL (BID PRICE IN RSA CURI	RENCY WITH ALL				
	APPLICABLE TA	AXES INCLUDED)				
	GRAND TOTAL IN WORDS (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)					
l (full r		, in my capad		, the duly authorized		
repres	entative of	uppliers & accents		y declares that the offer is in		
	accordance with the attached specification, notes to suppliers & accepts all conditions/clauses contained in the said documents.					
Signat	ure of duly authorised representative			Date:		
Signat	ure of duly authorised representative			Date:		
Signat	ure of duly authorised representative			Date:		
Signat	ure of duly authorised representative			Date:		
Signat	ure of duly authorised representative Required by:			Date:		
Signat	· · · · · · · · · · · · · · · · · · ·			Date:		
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Signat	Required by: At: Brand and model			Date:		
-	Required by: At:			Date:		
-	Required by: At: Brand and model			Date:		
-	Required by: At: Brand and model Country of origin	*YES/NO		Date:		
-	Required by: At: Brand and model Country of origin Does the offer comply with the specification(s)?	*YES/NO		Date:		
-	Required by: At: Brand and model Country of origin Does the offer comply with the specification(s)? If not to specification, indicate deviation(s)	*YES/NO *Delivery: Fin		Date:		
-	Required by: At: Brand and model Country of origin Does the offer comply with the specification(s)? If not to specification, indicate deviation(s) Period required for delivery	*YES/NO*Delivery: Fin	m/not firm	Date:		
Note:	Required by: At: Brand and model Country of origin Does the offer comply with the specification(s)? If not to specification, indicate deviation(s) Period required for delivery Delivery basis	*YES/NO *Delivery: Fin	m/not firm			
Note:	Required by: At: Brand and model Country of origin Does the offer comply with the specification(s)? If not to specification, indicate deviation(s) Period required for delivery Delivery basis All delivery costs must be included in the bid price, for delivery	*YES/NO *Delivery: Fin	m/not firm			

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state?______

YES NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name institution	of	State

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2	Do you, or any person connected with the bidder, have a relationship with any employed by the procuring institution?	person	who is
		YES	
		NO	
2.2.1	If so, furnish particulars:		
2.3	Does the bidder or any of its directors / trustees / shareholders / members / person having a controlling interest in the enterprise have any interest in an enterprise whether or not they are bidding for this contract?		
		YES	
2 2 4	If an furnish particulars,	NO	
2.3.1	If so, furnish particulars:		

I have read and I understand the contents of this disclosure;

be true and complete in every respect:

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

I, the undersigned, (name)...... in submitting the accompanying bid, do hereby make the following statements that I certify to

- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements

DECLARATION

3

3.1

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS
OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING
AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD
THIS DECLARATION PROVE TO BE FALSE.

Signature	Date
Position	Name of bidder

Every question must be answered individually on this form, whether a relationship is present or not: Failure to do so will invalidate your tender/bid

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
 - (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this

tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. **DEFINITIONS**

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:

80/20

$$Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

$$Ps = 80\left(1 + \frac{Pt - Pmax}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% Black Owned	10	
51% Black Disabled	5	
51% Black Youth	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3.	Name of company/firm
4.4.	Company registration number:
4.5.	TYPE OF COMPANY/ FIRM
	 □ Partnership/Joint Venture / Consortium □ One-person business/sole propriety □ Close corporation □ Public Company □ Personal Liability Company □ (Pty) Limited □ Non-Profit Company □ State Owned Company [TICK APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
 - i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation:
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME: DATE:	
ADDRESS:	

SBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1.	I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of
	institution) in accordance with the requirements and specifications stipulated in bid number
	at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated
	and calculated from the closing time of bid.

- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid:
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
- 3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)	
CAPACITY	 WITNESSES
SIGNATURE	 1
NAME OF FIRM	 2
DATE	

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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<u>'</u> .	An official orde	er indicating deli	very instructions is forthco	ming.			
3.	I undertake to days after reco	make payment feipt of an invoice	or the goods/works deliver accompanied by the deliver	ed in accordan ery note.	ce with the te	erms and conditions of the	contract, within 30 (thir
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			DDICE (ALL			DELIVERY PERIOR)
	NO.		PRICE (ALL APPLICABLE TAXES INCLUDED)	BRANI)		
1.	I confirm that	am duly authori	sed to sign this contract.				
SIGNED	AT		ON				
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GENERAL CONDITIONS OF CONTRACT

i. 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 form 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 his contractual obligations.
- 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.
- "Country of origin" means the place where the 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 basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" 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 as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering 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.

ii. Application

- a. 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.
- b. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- c. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

iii. General

- 1.1 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.
- 1.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

iv. Standards

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

v. Use of contract documents and information; inspection.

- a. 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 so far as may be necessary for purposes of such performance.
- b. 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.
- c. 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.
- d. 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.

vi. Patent rights

1.1. 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.

2. Performance security

- 1.1 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 SCC.
- 1.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 1.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- 3. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- 4. a cashier's or certified cheque
 - 1.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

2. Inspections, tests and analyses

- 2.1 All pre-bidding testing will be for the account of the bidder.
- 2.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 2.3 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 payment arrangements with the testing authority concerned.
- 2.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 2.5 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.
- 2.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 2.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser 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.
- 2.8 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

- a. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- b. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

2. Delivery and documents

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

3. Insurance

a. 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.

4. Transportation

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

5. Incidental Services

- a. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- b. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

6. Spare parts

- a. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

7. Warranty

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

- b. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- c. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- d. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- e. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

8. Payment

- a. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- b. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- c. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- d. Payment will be made in Rand unless otherwise stipulated in SCC.

9. Prices

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

10. Contract amendments

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

11. Assignment

a. 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.

12. Subcontracts

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

13. Delays in the supplier's performance

- a. 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.
- b. 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 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 may 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.
- c. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- d. 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.
- e. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- f. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

14. Penalties

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

15. Termination for default

- a. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2:
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- b. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- c. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- d. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- e. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- f. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - a. the name and address of the supplier and / or person restricted by the purchaser;
 - b. the date of commencement of the restriction
 - c. the period of restriction; and
 - d. the reasons for the restriction.
 - i. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- g. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

16. Anti-dumping and countervailing duties and rights

a. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or 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 rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

17. Force Majeure

- a. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- b. 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 the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

18. Termination for insolvency

a. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

19. Settlement of Disputes

- a. 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.
- b. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- c. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- d. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- e. 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.

20. Limitation of liability

- a. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
 - i. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - ii. 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.

21. Governing language

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

22. Applicable law

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

23. Notices

- a. 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
- b. 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.

24. Taxes and duties

- a. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- b. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- c. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

25. 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.

26. Prohibition of Restrictive practices

- a. 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).
- b. 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.

SPECIFICATIONS -SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF A SOLAR SYSTEM AT COST CENTRE KWADUKUZA, COST CENTRE METRO AND COST CENTRE PORT SHEPSTONE IN THE DURBAN REGION

The Department requires the supply, delivery, installation and commissioning of the following:

SECTION A: DELIVERY SCHEDULE

	Site	Address
A1	CC KwaDukuza	10 Colenbrander St, Stanger Ext 24, KwaDukuza, 4449
A2	CC Metro	77 Sialkot Crescent, Merebank, 4052
А3	CC Port Shepstone	1 Memorial Road, Port Shepstone, 4240

SECTION B: SOLAR SYSTEM REQUIREMENTS

Installation of Solar Panels:

B1.1	CC KwaDukuza	84 panels
B1.2	CC Metro	80 panels
B1.3	CC Port Shepstone	60 panels

Battery capacity:

B2.1	CC KwaDukuza	Minimum of 10 x 10kW Lithium battery pack
B2.2	CC Metro	Minimum of 10 x 10kW Lithium battery pack
B2.3	CC Port Shepstone	Minimum of 9 x 10kW Lithium battery pack

Hybrid PV and battery AC Inverter with capacity:

		Minimum: 1 x 50KW Three-Phase Transformerless
B3.1	CC KwaDukuza	Hybrid Inverter
		Minimum: 1 x 50KW Three-Phase Transformerless
B3.2	CC Metro	Hybrid Inverter
		Minimum: 30KW Three-Phase Transformerless
		Hybrid Inverter with 100A Charge/Discharge
B3.3	CC Port Shepstone	Current HV

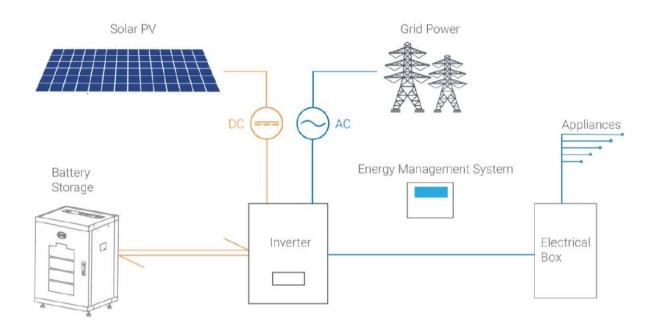
- 1. The above-mentioned system and components must comply with the individual minimum technical specifications as listed below (on technical specification section).
- 2. The following criteria must be met by bidders:
 - Registered electrical (IE) or master electrical contractor (MIE)
 - Registration with the Department of Employment and Labour
 - Registration with the Bargaining Council for the Electrical Industry (SA)
 - Registration with ECA (SA)
- 3. Bidders must be able to complete delivery and issue invoice within 3 month of receipt of an official order, and it should be noted that the Department reserves the right to cancel any official order that does not comply with this delivery requirement.
- 4. Bidders must submit at least two (2) references of successfully completed industrial type solar system supply, delivery and installation work done not less than 3 years ago.
- 5. Industry experience of more than 5 years to be proved.
- 6. All items offered on this bid, including installation, must carry full manufacturers' and suppliers' minimum warranty of:
 - 5 year product warranty on inverters
 - 30 year linear production warranty
 - > 12 year product warranty on Solar panels
 - > 10 year battery warranty
- 7. All components or equipment must be new and completely assembled, installed and commissioned prior to invoicing
- 8. Equipment carrying a warranty which will be honored under specified conditions by equipment manufacturers MUST be complied with by the awarded service provider, e.g. warranty on equipment covered if installed by approved installers meeting certain criteria. Failure of which will result in the awarded service provider fulfilling/honoring the warranty.
- 9. Descriptive pamphlets and operating manuals are to be submitted with the bid.
- 10. All items reflected in the schedule must be delivered to specified sites listed, at the listed address, and pricing should be inclusive of VAT
- 11. All items must be indicated in the checklists and questionnaires, failure to do so may result in disqualification of bid.
- 12. The manufacturer of the components must offer repairs, spare parts and maintenance aftersales service within the province of Kwazulu Natal
- 13. Complete electrical installations are to be carried out without causing damage or disruption to the existing electrical network.
- 14. Commissioning of units are to be conducted upon completion and after a period of 3 months.

- 15. Delivery to each specified site is to be included
- 16. Operation and maintenance manuals and electrical drawings to be supplied
- 17. On site dummy load testing to be carried out with official Departmental witnesses.
- 18. Completion Certificate of Competency is required (COC)
- 19. Insurance and public liability cover to be included
- 20. Occupational Health and Safety plan
- 21. A DB for the inverter to be included
- 22. Lightening and surge protection to be included
- 23. Earth spike to be included
- 24. In poor weather conditions, batteries should be able to be charged from municipal electricity
- 25. A trip device to prevent over loading or depletion of back up battery should be included

For all technical queries relating to specifications and technical requirements, contact Sajal Sunnylall on 060 984 4421

SECTION C: TECHNICAL SPECIFICATIONS OF THE SOLAR SYSTEMS

SECTION C1: Depiction of the System



SECTION C2: Specification

The specification of the solar system per cost centre is detailed below.

SECTION C2.1: Cost Centre KwaDukuza

Panels	Size	Quantity
Solar Panels Mounted on Roof	630	84
Inverter & Batteries + Accessories		
50KW Three-Phase Transformerless	MHT-50-100 or	
Hybrid Inverter	similar	1
Lithium Valley battery pack or similar, 10kwh;	IS1C10133 or	
Contains aerosol, secondary BMS	similar	10
HV BOX - 800V (1000V) less than 1000V		1
Racking - Single Rack houses 7 batteries + HV		
Box		2
Cabinet connect cable set - Contains DC Cable		
3.3m; 2m and 1m; Comms		
Cable 3.3m		1
UPS 3kVA		1

SECTION C2.2: Specification – Cost Centre Metro

Panels	Size	Quantity
Solar Panels Mounted on Roof	630	80
Inverter & Batteries + Accessories		
50KW Three-Phase Transformerless Hybrid Inverter	MHT-50-100 or similar	1
Lithium Valley battery pack or similar, 10kwh; Contains aerosol, secondary BMS	IS1C10133 or similar	10
HV BOX - 800V (1000V) less than 1000V		1
Racking - Single Rack houses 7 batteries + HV Box		2
Cabinet connect cable set - Contains DC Cable 3.3m; 2m and 1m; Comms		
Cable 3.3m		1
UPS 3kVA		1

SECTION C2.3: Specification – Cost Centre Port Shepstone

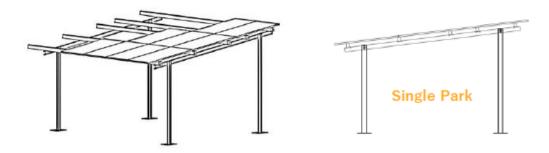
Panels	Size	Quantity
Solar Panels Mounted on Roof	630	60
Inverter & Batteries + Accessories		
30KW Three-Phase Transformerless Hybrid Inverter with 100A Charge/Discharge Current HV	MHT-30-100 or similar	1
Lithium Valley battery pack or similar, 10kwh; Contains aerosol, secondary BMS	IS1C10133 or similar	9
HV BOX - 800V (1000V) less than 1000V		1
Racking - Single Rack houses 7 batteries + HV Box		2
Cabinet connect cable set - Contains DC Cable 3.3m; 2m and 1m; Comms		
Cable 3.3m		1
UPS 3kVA		1

SECTION C3: STRUCTURE

Materials used should be proven to be durable and corrosion resistant. The specifications of the structure for the solar panels, installation and positioning is listed below per cost centre.

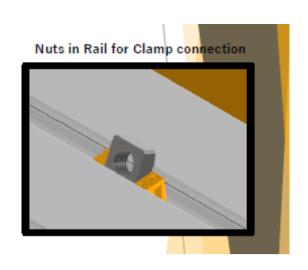
SECTION C3.1: Cost Centre KwaDukuza

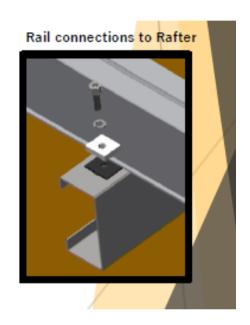
Single park car port structure is required as per depiction below:

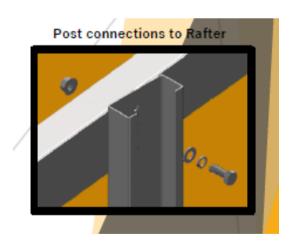


- Aluminium and hot-dip galvanised steel for the toughest environmental conditions.
- Conservative coefficient selections in structural design to assure resistance to failure.

Item	Description				
Application	Car port				
Module orientation	Portrait (cost effective) and landscape				
Module layout	Landscape:	Up to 6 high			
	Portrait:	Up to 3 high			
Module inclination	5º to 10º angle				
Park width	Thermal gap within 35 meters increments of table length				
Support spacing	2 or 3 park bays (up to 5.2 or 7.5 meters)				
	End overhang of up to 2.5 meters				
Foundation	Slotted footplates connected to casted threaded rods				
	Posts casted into reinforced concrete				
Standards	SANS 10160	Structural design			
	SANS 10162	Structural use of steel			
	ISO 1461	Hot dip galvanized coatings			
	Eurocode 9	Design of aluminium structure			
Materials	Support rails	Extruded aluminium (6063 T6)			
	Rafters and Uprightposts	Hot-dip galvanised lipped channels (S355)			
	Small parts	Hot-dip galvanised steel (8.8)			
		Stainless steel (A2)			
		Extruded aluminium (6063 T6)			
Manufactured	100% South African produced and fabricated				
Warranty	Required - 10 years minimum				







The structure should be an AXE Struct AXE CP - Car Port - Economical structure or similar

The structure will be located in the centre parking area as per the depiction below:



- > Total proposed panels 84 modules
- > 52,92 kW DC Output
- East, West facing single park car port mount.
- ground screw application.

SECTION C3.2: Cost Centre Metro

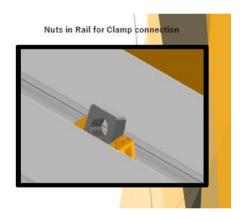
Roof – top railed system is required.

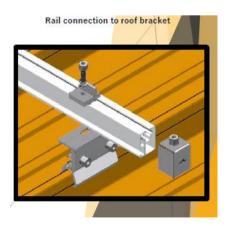


> Aluminium rails with stainless steel fittings for the toughest environmental conditions.

Robust layout independent to roof sheeting with conservative bracket spacings to assure resistance to failure.

Item	Descrip	otion
Application	Roof top	
Roof types	Fix Lok (Saflok Klip Lok/ ProLok), Spring Lok	
	Trapezoidal (IBR)	
	Corrugated	
	Standing Rib (Dimondek /Zip Tek)	
	Pinch Fix (Brownbuilt /Craft Lock)	
	Consult for other roof types	
Module orientation	Portrait and landscape on selected roof types	
Row length	Up to 33 meters	
Bracket spacing	In accordance with static calculations	
	Up to 1.6 meters	
Standards	SANS 10160	Structural design
	SANS 10162	Structural use of steel
	IEC 62548	PV arrays design requirements
	Eurocode 9	Design of aluminium structure
Materials	Support rails	Extruded aluminium (6063 T5)
		Available in 15μm or 25μm anodising layer
	Small parts	Stainless steel (A2)
		Available in Stainless steel (A4)
		Extruded aluminium (6063 T6)
		Available in 15μm or 25μm anodising layer
Earth plates	PV module earth connections (On request)	
Manufactured	100% South African produce and fabricated	
Warranty	10 years	





The structure should be an AXE Struct AXE RT – Roof Top Railed structure or similar

The structure will be located on the stores building roof as per the depiction below:



Total proposed panels:

- > 80 modules
- > 50,4 kW DC Output

North Facing mount railed roof top mounting system.

SECTION C3.3: Cost Centre Port Shepstone

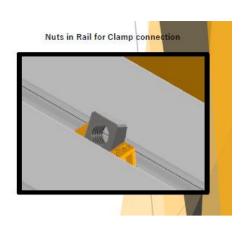
Roof – top railed system is required.

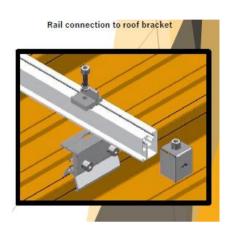


> Aluminium rails with stainless steel fittings for the toughest environmental conditions.

Robust layout independent to roof sheeting with conservative bracket spacings to assure resistance to failure.

Item	Descrip	otion
Application	Roof top	
Roof types	Fix Lok (Saflok Klip Lok/ ProLok), Spring Lok	
	Trapezoidal (IBR)	
	Corrugated	
	Standing Rib (Dimondek /Zip Tek)	
	Pinch Fix (Brownbuilt /Craft Lock)	
	Consult for other roof types	
Module orientation	Portrait and landscape on selected roof types	
Row length	Up to 33 meters	
Bracket spacing	In accordance with static calculations	
	Up to 1.6 meters	
Standards	SANS 10160	Structural design
	SANS 10162	Structural use of steel
	IEC 62548	PV arrays design requirements
	Eurocode 9	Design of aluminium structure
Materials	Support rails	Extruded aluminium (6063 T5)
		Available in 15µm or 25µm anodising layer
	Small parts	Stainless steel (A2)
		Available in Stainless steel (A4)
		Extruded aluminium (6063 T6)
		Available in 15μm or 25μm anodising layer
Earth plates	PV module earth connections (On request)	
Manufactured	100% South African produce and fabricated	
Warranty	10 years	





The structure should be an AXE Struct AXE RT – Roof Top Railed structure or similar

The structure will be located on the stores building roof as per the depiction below:



Total proposed panels:

- ➤ 60 modules
- > 37,80 kW DC Output

NNW facing roof mount

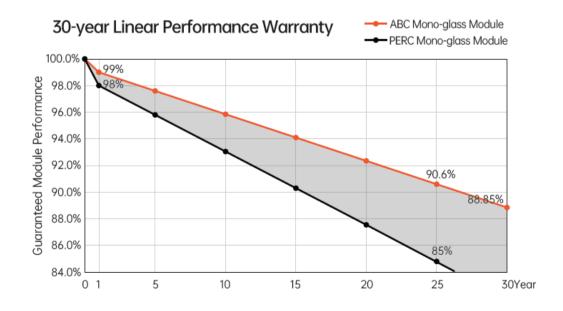
SECTION C4: Solar Panels

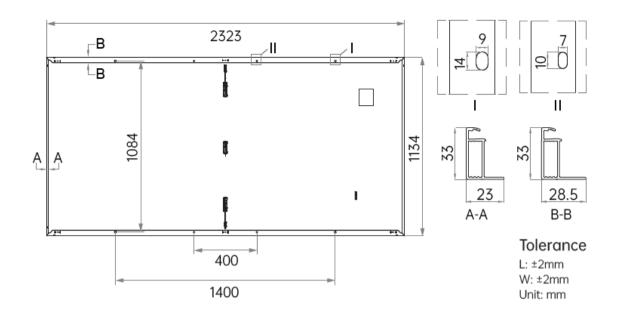
The specification of the solar panels apply to all panels for the three sites, i.e. KwaDukuza, Mere The specification of the solar panels applies to all panels for the three sites, i.e. KwaDukuza, Merebank and Port Shepstone.

The solar panels are required to have:

- ➤ High Temperature Restriction
- > Excellent Temperature Coefficient as detailed below
- Partial Shading Optimisation
- Micro-crack Resistance
- > Higher Power
- Lower BOS

Item	Requirement
Output	630W
Efficiency	23.9%
First Year Degradation	≤ 1%
Annual Degradation from Year 2-30	≤ 0.35%





Electrical Cha											Power Tolera	
Module Type	AIKO-A605	5-MAH72Mw	AIKO-A610	-MAH72Mw	AIKO-A615	-MAH72Mw	AIKO-A620	-MAH72Mw	AIKO-A625	-MAH72Mw	AIKO-A630	-MAH72Mw
Test Conditions	STC	NOCT	STC	NOCT	STC	NOCT	STC	NOCT	STC	NOCT	STC	NOCT
P _{max} [W]	605	456	610	459	615	463	620	467	625	471	630	474
IV1 V	E4.00	E1 00	E # 10	E1 10	E4 20	E1 37	E 4 ZO	E1 74	E 4 40	E1 AZ	E 4 E 0	E1 EE
Mechanical S	pecification	1				Te	emperat	ture Rat	tings (S	TC)		
Cell Type	N-Type ABC					Te	mperature (Coefficient	of I _{sc}	+ 0.05	%/ °C	
Front Cover	Temperature Coefficient of V				of V _{oc}	- 0.22	%/ °C					
Mono glass	3.2 mm tempe	erea glass				Temperature Coefficient of P_{max}			- 0.26	- 0.26%/ °C		
Frame	Anodized alun	ninum				In	stallatio	on Cuid	•			
	4mm²(IEC) 12	2AWG(UL)							е			
Cable	1400mm or Customized Length						eration Ten				- +85°C	
No. of Cells	144(6*24)	144(/*24)				Mo	ximum Seri	es Fuse Ra	ting	25A		
	144(0"24)					Pro	otection Cla	SS		Class	I	
Junction Box	IP68,3 bypass	diodes				Voc	and I _{sc} Tole	rance		±3%		
Connector	MC4 Compatil	ble				Mo	ximum Sys	tem Voltag	е	DC150	0V	
Weight	27.7kg	27.7kg				Mo	ximum Stat	tic Loading		Front	5400Pa Bo	ack 2400Pc
Dimension	2323*1134*33	Smm				Но	il Test			25 mr	n diameter	hail at 23 r
Package Detail	33pcs per pallet / 165pcs per 20'GP / 660pcs per 40'HC			40'HC	Fir	e Rating			IEC Cle	ass C		

All Solar Panels should be AIKO Comet 2N Mono-Glass Modules 605-630W or similar

SECTION C5: Hybrid Inverter

Item	Description
Maximum Efficiency	98.8%
PV Input Current	30A
Unbalanced Output	100%
Charge/Discharge	100A

- Commercial
- Three Phase
- > HV Battery
- ➤ 4 MPPT's
- Maximized energy harvesting:
 - 100% unbalanced output to enhance self-consumption
 - 100A charging/discharging for efficient energy transfer
 - Continuous 110% AC overloading to sustain power
 - Start at 135V for more generation time
- Must be engineered for versatility:
 - 120 max back up at 60s to handle overload
 - IP65 to protect both indoor and outdoor
 - Parallel up to 10 devices for scalable system expansion
- Simplified interaction:
 - Remote upgrades to maintain system health
 - Indicator for quick system checks
 - App for easy control
- Intelligent Energy Dynamics:
 - Five work modes for diverse use
 - Six charge/discharge intervals to optimize control
 - Centralized smart management for efficiency
 - Must support diesel generators for diverse energy sourcing

			0 . 0 . 0 . 0 .
			Cost Centre Port Shepstone
Researched May Input Dower (I/M)	PV Inpi	75	45
Reccomended Max. Input Power (kW) Start-up Voltage (V)	135	135	135
Max. DC Input Voltage (V)*	1000		1000
Rated DC Input Voltage (V)	620	620	620
MPPT Voltage Range (V)	200-850	200-850	200-850
No. of MPP Trackers	4	4	4
No. of DC Inputs per MPPT	2	2	2
Max. Input Current (A)	30x4	30x4	30x4
Max. Short-circuit Current (A)	40x4	40x4	40x4
	Battery S	Side	
Battery Type		Lithium Battery (with BM	S)
Battery Voltage Range (V)	135-750	135-750	135-750
Max. Charge/Discharge Current (A)	100/100	100/100	100/100
	Grid Sid	de	
Rated Output Power (kW)	50	50	30
Max. Output Apparent Power (kVA)	55	55	33
Max. Input Apparent Power (kVA)**	60	60	36
Max. Charging Power of Battery (kW)	50	50	30
Rated AC Statement (Up)		/PE; 220/380V; 230/400V; 2	
Rated AC Frequency (Hz)	50/60	50/60	50/60
Max. Output Current (A) Power Factor	83	0.8 leading 0.8 lagging	50
Max. Total Harmonic Distortion		<3% @Rated output powers.	
DCI		<0.5%In	EI
	Back-up S		
Retail Output Review (IAM)	1		20
Rated Output Power (kW) Max. Output Apparent Power (kVA)	50 55	50 55	30
Max. Output Apparent Power (kVA)	83	83	50
UPS Switching Time	<20ms	<20ms	<20ms
Rated Output Voltage (V)		/PE; 220/380V; 230/400V; 2	
Rated Output Frequency (Hz)	50/60	50/60	50/60
Voltage Harmonic Distortion		<3% @Linear load	
	Generator	r Side	
Max Input apparent power (kVA)	60		36
Max charging power of battery (kW)	50	50	30
Rated AC Voltage (V)	3L/N	/PE; 220/380V; 230/400V; 2	40/415V
Rated AC Frequency (Hz)	50/60	50/60	50/60
Max Input current (A)	87	87	52.2
	Efficien	су	
Max. Efficiency	98.80%	98.80%	98.80%
Max. Efficiency European Efficiency			98.80% 98.30%
•	98.80%	98.30%	00.000/
•	98.80% 98.30%	98.30%	00.000/
European Efficiency	98.80% 98.30% Protecti	98.30% ion	00.000/
European Efficiency DC Reverse Polarity Protection Battery Input Reverse Connection Pro Insulation Resistance Protection	98.80% 98.30% Protecti	98.30% Integrated Integrated Integrated	00.000/
European Efficiency DC Reverse Polarity Protection Battery Input Reverse Connection Pro Insulation Resistance Protection Surge Protection	98.80% 98.30% Protecti	98.30% Integrated Integrated Integrated Integrated Integrated	00.000/
European Efficiency DC Reverse Polarity Protection Battery Input Reverse Connection Pro Insulation Resistance Protection Surge Protection Over-temperature Protection	98.80% 98.30% Protecti	98.30% Integrated Integrated Integrated Integrated Integrated Integrated Integrated	00.000/
European Efficiency DC Reverse Polarity Protection Battery Input Reverse Connection Pro Insulation Resistance Protection Surge Protection Over-temperature Protection Residual Current Protection	98.80% 98.30% Protecti	98.30% Integrated Integrated Integrated Integrated Integrated Integrated Integrated Integrated	00.000/
European Efficiency DC Reverse Polarity Protection Battery Input Reverse Connection Pro Insulation Resistance Protection Surge Protection Over-temperature Protection Residual Current Protection Islanding Protection	98.80% 98.30% Protecti	98.30% Integrated	00.000/
European Efficiency DC Reverse Polarity Protection Battery Input Reverse Connection Pro Insulation Resistance Protection Surge Protection Over-temperature Protection Residual Current Protection Islanding Protection AC Over-voltage Protection	98.80% 98.30% Protecti	98.30% Integrated	00.000/
European Efficiency DC Reverse Polarity Protection Battery Input Reverse Connection Pro Insulation Resistance Protection Surge Protection Over-temperature Protection Residual Current Protection Islanding Protection AC Over-voltage Protection Overload Protection	98.80% 98.30% Protecti	98.30% Integrated	00.000/
European Efficiency DC Reverse Polarity Protection Battery Input Reverse Connection Pro Insulation Resistance Protection Surge Protection Over-temperature Protection Residual Current Protection Islanding Protection AC Over-voltage Protection	98.80% 98.30% Protecti	98.30% Integrated	00.000/
European Efficiency DC Reverse Polarity Protection Battery Input Reverse Connection Pro Insulation Resistance Protection Surge Protection Over-temperature Protection Residual Current Protection Islanding Protection AC Over-voltage Protection Overload Protection AC Short-circuit Protection	98.80% 98.30% Protecti	98.30% Integrated	00.000/
European Efficiency DC Reverse Polarity Protection Battery Input Reverse Connection Pro Insulation Resistance Protection Surge Protection Over-temperature Protection Residual Current Protection Islanding Protection AC Over-voltage Protection Overload Protection AC Short-circuit Protection Over Voltage Category	98.80% 98.30% Protecti	98.30% Integrated	00.000/
European Efficiency DC Reverse Polarity Protection Battery Input Reverse Connection Pro Insulation Resistance Protection Surge Protection Over-temperature Protection Residual Current Protection Islanding Protection AC Over-voltage Protection Overload Protection AC Short-circuit Protection Over Voltage Category Dimensions (W×H×D mm)	98.80% 98.30% Protecti	98.30% Integrated	00.000/
European Efficiency DC Reverse Polarity Protection Battery Input Reverse Connection Pro Insulation Resistance Protection Surge Protection Over-temperature Protection Residual Current Protection Islanding Protection AC Over-voltage Protection Overload Protection AC Short-circuit Protection Over Voltage Category	98.80% 98.30% Protecti	98.30% Integrated	00.000/
European Efficiency DC Reverse Polarity Protection Battery Input Reverse Connection Pro Insulation Resistance Protection Surge Protection Over-temperature Protection Islanding Protection AC Over-voltage Protection Overload Protection AC Short-circuit Protection Over Voltage Category Dimensions (W×H×D mm) Weight (KG)	98.80% 98.30% Protecti	98.30% Integrated Int	00.000/
European Efficiency DC Reverse Polarity Protection Battery Input Reverse Connection Pro Insulation Resistance Protection Over-temperature Protection Residual Current Protection Islanding Protection AC Over-voltage Protection Overload Protection AC Short-circuit Protection Over Voltage Category Dimensions (W×H×D mm) Weight (KG) Protection Degree	98.80% 98.30% Protecti	98.30% Integrated Int	00.000
European Efficiency DC Reverse Polarity Protection Battery Input Reverse Connection Pro Insulation Resistance Protection Over-temperature Protection Residual Current Protection Islanding Protection AC Over-voltage Protection Overload Protection AC Short-circuit Protection Over Voltage Category Dimensions (W×H×D mm) Weight (KG) Protection Degree Standby Self-consumption (W) Topology Operating Temperature Range (°C)	98.80% 98.30% Protecti	98.30% Integrated Int	00.000
European Efficiency DC Reverse Polarity Protection Battery Input Reverse Connection Pro Insulation Resistance Protection Over-temperature Protection Residual Current Protection Islanding Protection AC Over-voltage Protection Overload Protection AC Short-circuit Protection Over Voltage Category Dimensions (W×H×D mm) Weight (KG) Protection Degree Standby Self-consumption (W) Topology	98.80% 98.30% Protecti	98.30% Integrated Int	00.000
European Efficiency DC Reverse Polarity Protection Battery Input Reverse Connection Pro Insulation Resistance Protection Over-temperature Protection Residual Current Protection Islanding Protection AC Over-voltage Protection Overload Protection AC Short-circuit Protection Over Voltage Category Dimensions (W×H×D mm) Weight (KG) Protection Degree Standby Self-consumption (W) Topology Operating Temperature Range (°C)	98.80% 98.30% Protecti	98.30% Integrated Int	00.000
European Efficiency DC Reverse Polarity Protection Battery Input Reverse Connection Pro Insulation Resistance Protection Over-temperature Protection Residual Current Protection Islanding Protection AC Over-voltage Protection Overload Protection AC Short-circuit Protection Over Voltage Category Dimensions (W×H×D mm) Weight (KG) Protection Degree Standby Self-consumption (W) Topology Operating Temperature Range (°C) Relative Humidity (%) Operating Altitude (m) Cooling	98.80% 98.30% Protecti	98.30% Integrated Int	00.000
European Efficiency DC Reverse Polarity Protection Battery Input Reverse Connection Pro Insulation Resistance Protection Over-temperature Protection Residual Current Protection Islanding Protection AC Over-voltage Protection Overload Protection AC Short-circuit Protection Over Voltage Category Dimensions (W×H×D mm) Weight (KG) Protection Degree Standby Self-consumption (W) Topology Operating Temperature Range (°C) Relative Humidity (%) Operating Altitude (m) Cooling Noise Level (dB)	98.80% 98.30% Protecti	98.30% Integrated Int	00.000/
European Efficiency DC Reverse Polarity Protection Battery Input Reverse Connection Pro Insulation Resistance Protection Over-temperature Protection Residual Current Protection Islanding Protection AC Over-voltage Protection Overload Protection AC Short-circuit Protection Over Voltage Category Dimensions (W×H×D mm) Weight (KG) Protection Degree Standby Self-consumption (W) Topology Operating Temperature Range (°C) Relative Humidity (%) Operating Altitude (m) Cooling	98.80% 98.30% Protecti	98.30% Integrated Int	98.30%

Cost Centre KwaDukuza and Cost Centre Merebank – Solinteg MHT-50K-100 Integ M Series Hybrid Inverter or similar

Cost Centre Port Shepstone - Solinteg MHT-30K-100 Integ M Series Hybrid Inverter or similar

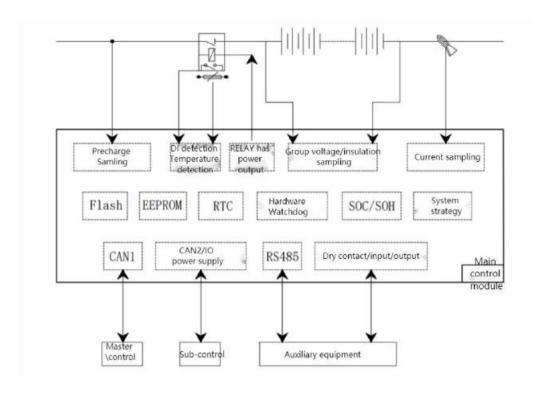
SECTION: C6 – Battery

Item	Specification					
Nominal voltage	51.2 V					
Rated capacity	Charging the battery at constant current 0.5C to 58.4V, then charging it at constant voltage 58.4V till 0.025C. Standing within 1hour, the battery will be discharged to 41.6V at 0.2C.					
Battery impedance	\leq 50 mΩ The specifications include cell, PCM and wire. measured at AC 1kHz,					
Shipment voltage	51.2~58.4 V					
Limited charging voltage	58.4 V (Charging Cut-o	off Voltage)				
Recommended charging method	Ambient temperature	Relative humidity	Charging current	Limited charging	Cut- off current of CV	
	0°C ~ 15°C	65 ±20 %	Max 0 2C	Max 58.4V	0 025°C	
	15°C ~ 55°C	65±20%	Max. 0.5C	Max. 58.4V	1 025°C	
Recommendation Charging						
Current	0.5 C 100A					
Recommendation Discharging						
	0.5 C 100A					
Maximum Charge Current	1.0 C 200A					
Maximum Discharging Current	1.0 C 200A					
Discharge cut- off voltage	41.6V Cell standard cu	t-off voltage				
Operating temperature Range (Discharging)	Charge 0~55°C					
	Discharge –20∼55°C					
Storage environment (50% state of charge)	-20°C ~ 45°C in three months					
	25±3°C over three mor	nths				
	Humidity: 65±20%RH					
Battery weight (Approx.)	95.0 Kg					

PCM Specification

No.	Items	Sp	Specifications		
		Min	Typical	Max	
1	Over-charge detection voltage(V)		3.65V		
2	Release voltage/ 1CELL(V)		3.55V		
3	Detection delay time(S)		38		
4	Over-discharge detection voltage(V)		2.6V		
5	Release voltage/ 1CELL(V)	-	2.7V		
6	Detection delay time(S)		38		
7	Over-current detection discharge current(A)		210A		
8	Discharge over-current protection delay(S)		38		
9	Normal current consumption of PCM(MW)			240mW	

PCM SCH



Lithium Valley ESS System or similar

SECTION D: Complete Design Solution

The design solution for each respective Cost Centre is as follows:

SECTION D.1: Cost Centre KwaDukuza

- > 50kW AC output
- > 52,92kW DC Output
- > 100kWh Battery with 80kWh usable energy
- > 5 year product warranty on inverters
- 30 year linear production warranty
- ▶ 12 year product warranty on Solar panels

SECTION D.2: Cost Centre Merebank

- > 50kW AC output
- > 50,40kW DC Output
- 100kWh Battery with 80kWh usable energy
- > 5 year product warranty on inverters
- 30 year linear production warranty
- ➤ 12 year product warranty on Solar panels

SECTION D.3: Cost Centre Port Shepstone

- > 30kW AC output
- > 37,80kW DC Output
- > 90kWh Battery with 72kWh usable energy
- 5 year product warranty on inverters
- > 30 year linear production warranty
- ➤ 12 year product warranty on Solar panels