



NEC3 Supply

Short Contract (SSC3)

A contract between Eskom Holdings SOC Ltd (Reg No. 2002/015527/30)

and [To be confirmed]

for THE MANUFACTURE, SUPPLY AND FITMENT OF
ALUMINIUM CANOPIES AND TOOLBOX LOAD BODIES FOR
NEW VEHICLES IN THE WESTERN PROVINCE, CAPE
COASTAL CLUSTER.

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C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

The Purchaser, identified in the Acceptance page signature block on the next page, has solicited offers to enter into a contract for the procurement of:

THE MANUFACTURE, SUPPLY AND FITMENT OF ALUMINIUM CANOPIES AND TOOLBOX LOAD BODIES FOR NEW VEHICLES IN THE WESTERN PROVINCE, CAPE COASTAL CLUSTER

The tenderer, identified in the signature block below, has

<i>either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the Supplier 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 exclusive of VAT is	
Value Added Tax @ 14% is	
The offered total of the Prices inclusive of VAT is	
(in words) As per rates	

This Offer may be accepted by the Purchaser by signing the form of Acceptance overleaf and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the Supplier in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Acceptance

By signing this part of this Form of Offer and Acceptance, the Purchaser identified below accepts the tenderer's Offer. In consideration thereof, the Purchaser shall pay the Supplier the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an Agreement between the Purchaser and the tenderer 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 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 Scope of Work: Goods Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Purchaser during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Purchaser's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Unless the tenderer (now *Supplier*) within five working days of the date of such receipt notifies the Purchaser in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**for the
Purchaser**

**ESKOM HOLDING SOC Ltd.
ESKOM ROAD,
BRACKENFELL COMPLEX
7561**

Name &
signature of
witness

Date

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. _____'

The manufacture, supply and fitment of aluminium canopies, internal frames, deck slides, drawer systems,
Sheet metal toolbins, ladderacks and accessories on Eskom Holdings SOC Ltd's vehicles for a period of one (1) year.

Schedule of Deviations

Note:

1. To be completed by the Purchaser prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Purchaser prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing this Schedule of Deviations below, the Purchaser and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Purchaser 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 tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the tenderer:

For the Purchaser

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

**Eskom Holdings SOC Ltd,
Eskom Road,
BRACKENFELL
7561**

Name &
signature
of witness

Date

C1.2 Contract Data

Data provided by the *Purchaser*

Clause	Statement	Data
General		
10.1	The <i>Purchaser</i> is (Name):	Eskom Holdings SOC Limited (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Eskom Rd 52, Brackenfell, 7561
	Tel No.	021-9803313 / 083 301 6657
	Fax No.	
	E-mail address	Eddie Cumpsty CumpstJE@eskom.co.za
11.2(4)	The <i>delivery date</i> is [If the <i>goods</i> are instructed by Batch Order enter the data, "The delivery date is identified in the Batch Order"]	As and when required.
11.2(5)	The Goods Information is in	the document called 'Goods Information' in Part 3 of this contract.
11.2(8)	The <i>goods</i> are	The manufacture, supply and fitment of aluminium canopies, internal frames, deck slides, drawer systems, Sheet metal toolbins, ladderacks and accessories on Eskom Holdings SOC Ltd's vehicles
12.2	The <i>law of the contract</i> is	Republic of South Africa
13.2	The <i>period for reply</i> is	1 (one) working week
15.1	The <i>premises</i> are	Eskom Distribution Fleet offices, Brackenfell complex
23.1	The <i>Purchaser</i> requires the <i>Supplier</i> to Provide the Goods when instructed by Batch Order.	To be confirmed at an order award
23.1	If the <i>goods</i> are instructed by Batch Order,	
	the batch order interval is	TBC
	the end date is	TBC
	the quantity range of <i>goods</i> in a batch is	TBC
30.1	The <i>starting date</i> is.	TBC
41.1	The <i>defects date</i> is	two weeks after delivery.
42.2	The period for the correction of Defects after Delivery is	Two weeks
50.1	The <i>assessment day</i> is the	20th of each month.

50.5	The <i>delay damages</i> are [If the <i>goods</i> are instructed by Batch Order enter a <i>delay damages</i> amount appropriate to the quantity or use of the <i>goods</i> in the Batch]	R1000,00 per day limited to 10% of task order value.
51.2	The interest rate on late payment is	0.5% per complete week of delay.
84.1	The <i>Purchaser</i> provides this insurance [only enter details here if the <i>Purchaser</i> is to provide insurance; otherwise state none]	None
86.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	Zero
86.2	The <i>Supplier</i> is not liable to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property in excess of	for any one event.
93.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
93.2(2)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (UK) or its successor body (See www.ice-sa.org.za).
93.4	The <i>tribunal</i> is: If the <i>tribunal</i> is arbitration, the arbitration procedure is	arbitration. the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
11.1	The <i>conditions of contract</i> are the NEC3 Supply Short Contract (April 2013)^{1 2} and the following additional conditions. None	

¹ Can be obtained from Engineering Contract Strategies on www.ecs.co.za, Tel 011 803 3008, Fax 086 539 1902

² If the December 2009 edition is being used, replace April 2013 with December 2009

Z1 Cession delegation and assignment

- Z1.1 The *Supplier* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Purchaser*.
- Z1.2 Notwithstanding the above, the *Purchaser* may on written notice to the *Supplier* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry and the Electricity Distribution Industry.

Z2 Change of Broad Based Black Economic Empowerment (B-BBEE) status

- Z2.1 Where a change in the *Supplier's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Supplier's* B-BBEE status, the *Supplier* notifies the *Purchaser* within seven days of the change.
- Z2.2 The *Supplier* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Purchaser* within thirty days of the notification or as otherwise instructed by the *Purchaser*.
- Z2.3 Where, as a result, the *Supplier's* B-BBEE status has decreased since the Contract Date the *Purchaser* may either re-negotiate this contract or alternatively, terminate the *Supplier's* obligation to Provide the Goods.
- Z2.4 Failure by the *Supplier* to notify the *Purchaser* of a change in its B-BBEE status may constitute a reason for termination. If the *Purchaser* terminates in terms of this clause, the procedures on termination are the same as for Reason 3 identified in clause 90.3.

Z3 Ethics

- Z3.1 Any offer, payment, consideration, or benefit of any kind made by the *Supplier*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Supplier's* obligation to Provide the Goods or taking any other action as appropriate against the *Supplier* (including civil or criminal action).
- Z3.2 The *Purchaser* may terminate the *Supplier's* obligation to Provide the Goods if the *Supplier* (or any member of the *Supplier* where the *Supplier* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Purchaser* or other people or organisations and including in circumstances where the *Supplier* or any such member is removed from the an approved vendor data base of the *Purchaser* as a consequence of such practice.

- Z3.3 Notwithstanding the provisions of clause 90, the procedures on termination in terms of this clause are the same as for Reason 3 identified in clause 90.3

Z4 Confidentiality

- Z4.1 The *Supplier* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Supplier*, enters the public

domain or to information which was already in the possession of the *Supplier* at the time of disclosure (evidenced by written records in existence at that time). Should the *Supplier* disclose information to Others, the *Supplier* ensures that the provisions of this clause are complied with by the recipient.

Z4.2 If the *Supplier* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Purchaser*.

Z4.3 In the event that the *Supplier* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Supplier*, to the extent permitted by law prior to disclosure, notifies the *Purchaser* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Supplier* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z4.4 The *Supplier* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to clause 12.3:

Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z6 Provision of a Tax Invoice and interest. Add to clause 51

Z6.1 The *Supplier* provides the *Purchaser* with a tax invoice in accordance with the *Purchaser's* procedures stated in the Goods Information, showing the correctly assessed amount due.

Z6.2 If the *Supplier* does not provide a tax invoice by the time required in this contract for his assessment of each amount due, the time by when the *Purchaser* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Purchaser* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z6.3 The *Supplier* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Purchaser's* VAT number 4740101508 on each invoice he submits for payment.

Z7 Purchaser's limitation of liability

Z7.1 The *Purchaser's* liability to the *Supplier* for the *Supplier's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z7.2 The *Supplier's* entitlement under the indemnity in 83.1 is provided for in 60.1(8) and the *Purchaser's* liability under the indemnity is limited.

Z8 Termination: Add to clause 90.2 before (Reason 1)

Z8.1 or had a judicial management order granted against it.

Z9 Addition to clause 50.5

Z9.1 If the amount due for the *Supplier's* payment of *delay damages* reaches the limits stated in this Contract Data (if any), the *Purchaser* may terminate the *Supplier's* obligation to Provide the

The manufacture, supply and fitment of aluminium canopies, internal frames, deck slides, drawer systems,
Sheet metal toolbins, ladder racks and accessories on Eskom Holdings SOC Ltd's vehicles for a period of one (1) year.

Goods using the same procedures and payment on termination as those applied for Reason 3.
Identified in clause 90.3.

Data provided by the *Supplier* (the *Supplier's Offer*)

10.1	The <i>Supplier</i> is (Name): Address Tel No. Fax No. E-mail address	
11.2(7)	The Price Schedule is in	the document called 'Price Schedule' in Part 2 of this contract.
11.2(7)	The offered total of the Prices	See C1.1 Form of Offer and Acceptance
63.2	The percentage for overheads and profit added to the Defined Cost is	%

C2 Pricing Data

C2.1 Pricing assumptions

Entries in the first four columns of this Price Schedule are made either by the *Purchaser* or the tenderer. If the *Supplier* is to be paid an amount for the item which is not adjusted if the quantity of goods in the item changes, the tenderer enters the amount in the Price column only, the Unit, Quantity and Rate columns being left blank.

If the *Supplier* is to be paid an amount for the item of goods which is the rate for the goods multiplied by the quantity supplied, the tenderer enters a rate for each item and multiplies it by the Quantity to produce the Price, to be entered in the final column.

The rates and Prices entered for each item includes for all work and other things necessary to supply the item.

C2.2 Price Schedule

The rates and Prices entered for each item includes for all work and other things necessary to supply the item. The supplier is to provide the pricing for each of the below items in accordance to the scope of work and all specifications, drawings etc supplied at tender stage.

Item no.	Description	Unit	Rate Only
1	Aluminium Canopy Double cab with Drawer system, ladder rack and linkstick holders	No.	
2	load body LV Truck	No.	

Total of the Prices

C3: Scope of Work

C3.1 Goods Information

1. Description of the *goods*

THE MANUFACTURE, SUPPLY AND FITMENT OF ALUMINIUM CANOPIES AND TOOLBOX LOAD BODIES FOR NEW VEHICLES IN THE WESTERN PROVINCE, CAPE COASTAL CLUSTER.

List of accessories:

1. ALUMINIUM CANOPY DOUBLE CAB WITH DRAWER SYSTEM,
LADDER RACK AND LINKSTICK HOLDERS.
2. LOAD BODY LV TRUCK

NB: Full detail of specifications can be found in Annexure 3B technical specifications.

Minor changes to specifications may be introduced during the period of the contract.

The manufacture, supply and fitment of aluminium canopies, internal frames, deck slides, drawer systems, Sheet metal toolbins, ladder racks and accessories on Eskom Holdings SOC Ltd's vehicles for a period of one (1) year.

2. Specifications

The technical specification document for Vehicle Accessories is titled Annexure A3 for Technical Specification is available under the Technical folder.

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
Health and Safety requirements		√ (issued as part of ITT)
Environmental requirements		√ (issued as part of ITT)
<u>Technical specifications:</u>		
Vehicle Accessories Annexure 3A for Technical specification		√ (issued as part of ITT)
Quality requirements		√ (issued as part of ITT)
SD & L requirements		√ (issued as part of ITT)

3. Constraints on how the *Supplier* Provides the Goods

All work shall be carried out to the specified requirements, standards and quality as set out by Eskom while observing and complying to all safety and environmental requirements at the agreed negotiated rates. All project specifications will be provided at request of task orders.

The Supplier is appointed on this contract on a "rate only" basis, as and when required. Eskom will provide confirmation of the total value of work completed in terms of this contract once the period of the contract has reached its agreed end date, or upon request of the supplier for the total value of each task order completed to date at the time of request.

Eskom reserves the right not to appoint any work to a Supplier based on poor performance of the Contractor.

No work may commence on a project unless the Task Order and purchase order (45) number has been issued to the Supplier.

3.1 Subcontracting not applicable

The *Supplier* to submit the names of each proposed subcontractor to the *Employer* for acceptance. The Supplier does not appoint a subcontractor until the *Employer* has accepted such subcontractor.

If subcontractors are used the supplier remains fully responsible for the warranty.

The *Supplier* is responsible for performing on the provided scope of work as if he had not subcontracted. The appointed *Supplier* will also be liable to the *Subcontractors'* employees, as he legally and liable to this contract.

The manufacture, supply and fitment of aluminium canopies, internal frames, deck slides, drawer systems, Sheet metal toolbins, ladder racks and accessories on Eskom Holdings SOC Ltd's vehicles for a period of one (1) year.

IMPORTANT NOTE: The Supplier is not allowed to subcontract 100% of the scope of work to his subcontractor. In reference to Panel/term contracts; a Supplier may not subcontract work to another Supplier on the same panel.

3.2 Use of standard forms

The following forms will be used during the contract period and should be kept on record:

1. Early Warning
2. Compensation Event Notifications
3. Notification of Default
4. Instructions by Purchaser

3.3 Invoicing and payment

PAYMENT PROCESS

Invoice Inclusions:

The *Supplier* includes the following information on each tax invoice:

- Name and address of the Contractor
- Project name
- The contract number (46...) and title as well as Purchase Order Number (45....);
- The total Price for Work Done to Date which the Contractor has completed;
- Other amounts to be paid to the Supplier;
- Less amounts to be paid by or retained from the Supplier;
- The change in amount due since the previous payment;
- (add other as required)

In addition;

1. The words "**TAX INVOICE**" in a prominent place (preferably at the top of the page).
2. **Name, address and VAT registration number** of the **supplier/contractor**.
3. **Name, address and VAT registration number** of the **recipient**.

Please note: Eskom's name has to be reflected as **Eskom Holdings SOC Limited** on all tax invoices and Eskom's VAT number is 4740101508. The word just Eskom is not acceptable.

4. An **individual serial number** (tax invoice number) and **date issued**.
5. A **full and proper description** of goods and/or services supplied.

Please note: Merely referring to a contract is not sufficient.

6. The **quantity** or **volume** of goods or services supplied.
7. Ensure that the Eskom Purchase Order Number is clearly indicated on your invoice together with the line number on the order you are billing for
8. Where the supply is subject to VAT at the standard rate, the following in Rand:
 - The pre-VAT value, VAT amount and consideration OR
 - The total consideration with a statement that VAT is included @15% OR
 - The total consideration and the Rand amount of VAT charged.

Invoice Submission:

- All electronic invoices must be sent in PDF format only
- Each PDF file should contain one invoice; or one debit note; or one credit note only. Eskom SAP system does not support more than one PDF being linked into workflow at a time
- Only one PDF file per email. (i.e. one invoice or one debit note or one credit note only)
- Send all invoices in PDF straight from your system to the Eskom email address i.e.

invoiceseskomlocal@eskom.co.za

Follow-up with Finance Shared Services (FSS):

All queries and follow-up on invoice payments should be made by contacting the FSS Contact Centre at +27 11 800 5060 or email fss@eskom.co.za

Introducing electronic invoicing does not guarantee payment, but will ensure visibility of all invoices as well as ensure that no invoice are lost. If the Goods Receipt (GR) is **not** done, the invoice will be parked and the system will automatically send an email to the end user to do the GR. This is also tracked by Eskom through the park invoice report.

Your company can request a park invoice report from the Finance Shared Services (FSS) Contact Center which can then be followed up and corrected. You are welcome to forward the details of invoices corrected to the FSS Contact Center.

3.4 Records of Defined Cost

The *Supplier* to keep records of amounts paid by him for people employed by the *Supplier*, plant and materials, work subcontracted by the *Supplier* and equipment. [See clause 11.2(2) and 63.2].

4. Requirements for the programme

A comprehensive and fully detailed programme is to be submitted within the seven (7) days after the introductory meeting and should indicate all milestones and critical dates. This programme must first be approved by the *Supply Manager* and must be updated on an as and when required basis.

The following dates shall be clearly reflected on the programme:

- Starting and completion dates for all activities as well as relevant key dates for hold or witness points. All relevant significant activities shall be shown in order to monitor the progress in the factory/workshop.
- The programme shall also reflect a 2-week period for inspection and correcting of Defects before the completion date.

Updated programmes must be available at all meetings reflecting progress to date and the date when delivery will take place through the use of task orders.

OTHER INFORMATION TO BE SHOWN ON THE PROGRAM.

The following Statutory non-working days are included within the contract period:

- All Public Holidays for the duration of the contract.
- The programme must clearly indicate the non-working days for the entire period.

5. Services and other things provided by the *Purchaser*

Item	Date by which it will be provided
------	-----------------------------------

The manufacture, supply and fitment of aluminium canopies, internal frames, deck slides, drawer systems,
Sheet metal toolbins, ladderacks and accessories on Eskom Holdings SOC Ltd's vehicles for a period of one (1) year.

Access to the vehicles that requires these fitments	As task order issue
Access to Eskom Premises	At request

6. Supply requirements

Vehicles can be collected at Eskom Brackenfell, Fleet offices week days 08h00 till 16h00 for fitment.

Delivery place, Fleet Offices, Brackenfell , week days 8h00 till 16h00 plus a copy of invoice to be submitted.

Batch Order

Batch Order form for use when the Contract Data states that, in terms of clause 23, the *Purchaser* requires the *Supplier* to supply the *goods* in batches.

Contract number [•]

Batch Order No. [•]

Date

To: [•].....
..... (Supplier)

I instruct you to supply the following *goods* selected from the Price Schedule:

Item no.	Description	Unit	Quantity	Rate	Price

Total of the Prices for the Batch Order

The start date is [•]

The *delivery date* is [•]

Signed:

Name (in print)

(for *Purchaser*)