



## NEC3 Supply

# Short Contract (SSC3)

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

and **[Insert at award stage]**  
**(Reg No. \_\_\_\_\_)**

for **KUSILE POWER STATION MILLING PLANT ONCE  
OFF SUPPLY AND DELIVERY OF SPARES**

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# C1 Agreements & Contract Data

## C1.1 Form of Offer and Acceptance

### Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of Kusile Power Station Milling Plant Spares Once off Order Supply Scope, Document Identifier KUS-20251195".

### Title of the Contract: Kusile Power Station Milling Plant Spares Once off Order Supply Scope

The tenderer, identified in the signature block below, has

either	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.
or	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	R[•]
Value Added Tax @ 15% is	R[•]
The offered total of the Prices inclusive of VAT is	R[•]
(in words)	

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

(Insert name and address of organisation)

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. \_\_\_\_\_'

## 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)	(Insert name and address of organisation)
Name & signature of witness	.....	.....
Date	.....	.....

## C1.2 Contract Data

### Data provided by the Purchaser

Clause	Statement	Data
<b>General</b>		
10.1	The <i>Purchaser</i> is (Name):	<b>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</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>[•]</b>
	Fax No.	<b>[•]</b>
	E-mail address	<b>[•]</b>
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"]	<b>[•]</b>
11.2(5)	The Goods Information is in	<b>Kusile Power Station Milling Plant Spares Supply and Delivery Scope</b>
11.2(8)	The <i>goods</i> are	<b>Milling Plant Spares Supply and Delivery Scope</b>
12.2	The <i>law of the contract</i> is	<b>the Republic of South Africa</b>
13.2	The <i>period for reply</i> is	<b>Two (2) weeks</b>
15.1	The <i>premises</i> are	<b>Kusile Power Station</b>
23.1	The <i>Purchaser</i> requires the <i>Supplier</i> to Provide the Goods when instructed by Batch Order.	<b>Yes</b>
23.1	If the <i>goods</i> are instructed by Batch Order, the batch order interval is	<b>2 Weeks</b>
W	the end date is	<b>01 August 2026</b>
	the quantity range of goods in a batch is	<b>from 1 to 69</b>
30.1	The <i>starting date</i> is.	<b>19 February 2026</b>
41.1	The <i>defects date</i> is	<b>4 weeks after Delivery.</b>
42.2	The period for the correction of Defects after Delivery is	<b>2 weeks</b>
50.1	The <i>assessment day</i> is the	<b>26 of each month.</b>
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]	<b>5% per day.</b>

51.2	The interest rate on late payment is	<b>0 % per complete week of delay.</b>						
86.1	The <i>Supplier</i> 's liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	<table border="1"> <tr> <td>Late delivery</td><td>5% of the total order value</td></tr> <tr> <td>Repeated Delivery of incorrect instrument</td><td>5% of the total order value</td></tr> <tr> <td>Damage to the items during delivery, onloading and offloading</td><td>100% of the total order value including late delivery percentage of 5% of the total value</td></tr> </table>	Late delivery	5% of the total order value	Repeated Delivery of incorrect instrument	5% of the total order value	Damage to the items during delivery, onloading and offloading	100% of the total order value including late delivery percentage of 5% of the total value
Late delivery	5% of the total order value							
Repeated Delivery of incorrect instrument	5% of the total order value							
Damage to the items during delivery, onloading and offloading	100% of the total order value including late delivery percentage of 5% of the total value							
86.2	The <i>Supplier</i> is not liable to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser</i> 's property in excess of	<b>Not applicable</b>						
93.1	The <i>Adjudicator</i> is	<b>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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).</b>						
93.2(2)	The <i>Adjudicator nominating body</i> is:	<b>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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ).</b>						
93.4	The <i>tribunal</i> is:  If the <i>tribunal</i> is arbitration, the arbitration procedure is	<b>arbitration.</b>  <b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>						
11.1	<b>The <i>conditions of contract</i> are the NEC3 Supply Short Contract (April 2013)<sup>1</sup> <sup>2</sup>and the following additional conditions.</b> [Only enter details here if additional conditions are required, otherwise state 'none']							

<sup>1</sup> Can be obtained from Engineering Contract Strategies on [www.ecs.co.za](http://www.ecs.co.za), Tel 011 803 3008, Fax 086 539 1902

<sup>2</sup> 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 Waiver and estoppel: Add to clause 12.3:**

- Z3.1 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.

**Z4 Provision of a Tax Invoice and interest. Add to clause 51**

- Z4.1 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.
- Z4.2 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.
- Z4.3 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.

**Z5 Purchaser's limitation of liability**

- Z5.1 The *Purchaser*'s liability to the *Supplier* for the *Supplier*'s indirect or consequential loss is limited to R0.00 (zero Rand)

Z5.2 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.

**Z6 Termination: Add to clause 90.2 before (Reason 1)**

Z6.1 or had a judicial management order granted against it.

**Z7 Addition to clause 50.5**

Z7.1 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 Goods using the same procedures and payment on termination as those applied for Reason 3. Identified in clause 90.3.

**Z8 Ethics**

For the purposes of this Z-clause, the following definitions apply:

<b>Affected Party</b>	means, as the context requires, any party, irrespective of whether it is the <i>Supplier</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
<b>Coercive Action</b>	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
<b>Collusive Action</b>	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
<b>Committing Party</b>	means, as the context requires, the <i>Supplier</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
<b>Corrupt Action</b>	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
<b>Fraudulent Action</b>	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
<b>Obstructive Action</b>	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
<b>Prohibited Action</b>	means any one or more of a Coercive Action, Collusive Action, Corrupt Action, Fraudulent Action or Obstructive Action.

Z8.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z8.2 The *Purchaser* may terminate the *Supplier's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Supplier* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Purchaser* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Purchaser* can terminate the *Supplier's* obligation to Provide the Services for this reason.

Z8.3 If the *Purchaser* terminates the *Supplier*'s obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z8.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Purchaser* does not have a contractual bond with the Committing Party, the *Supplier* ensures that the Committing Party co-operates fully with an investigation.

## Z9 Insurance

Replace condition of contract 84 with the following:

### Insurance cover 84

**84.1** When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.

**84.2** The *Supplier* provides the insurances in this Insurance Table A from the *starting date* until Delivery and against any risks he carries under this contract between Delivery and the *defects date*.

### INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage to the <i>goods</i> , plant and materials	The replacement cost where not covered by the <i>Purchaser</i> 's insurance.
Liability for loss of or damage to property (except the <i>goods</i> , plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i> ) caused by activity in connection with this contract	<b><u>Loss of or damage to property</u></b> <b><u>Purchaser's property</u></b> The replacement cost where not covered by the <i>Purchaser</i> 's insurance.
	The <i>Purchaser</i> 's policy deductible as at contract date, where covered by the <i>Purchaser</i> 's insurance.

	<b>Other property</b>  The replacement cost
	<b>Death of or bodily injury</b>  The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Supplier</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

**84.2 The Purchaser provides the insurances in this Insurance Table B**

**INSURANCE TABLE B**

Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

**Z10 Nuclear Liability**

Z10.1 The *Purchaser* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

Z10.2 The *Purchaser* is solely responsible for and indemnifies the *Supplier* or any other person against any and all liabilities which the *Supplier* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Supplier* or any other person or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.

Z10.3 Subject to clause Z10.4 below, the *Purchaser* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Supplier* or any other person, or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.

Z10.4 The *Purchaser* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z10.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

## Z11 Asbestos

For the purposes of this Z-clause, the following definitions apply:

<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
<b>Ambient Air</b>	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
<b>Compliance Monitoring</b>	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

<b>Standard</b>	means the <i>Purchaser's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.
Z11.1	The <i>Purchaser</i> ensures that the Ambient Air in the area where the <i>Supplier</i> will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
Z11.2	Upon written request by the <i>Supplier</i> , the <i>Purchaser</i> certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The <i>Supplier</i> may perform Parallel Measurements and related control measures at the <i>Supplier's</i> expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z11.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
Z11.3	The <i>Purchaser</i> manages asbestos and ACM according to the Standard.
Z11.4	In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
Z11.5	The <i>Supplier's</i> personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
Z11.6	The <i>Supplier</i> continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations.
Z11.7	Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the <i>Purchaser</i> at the <i>Purchaser's</i> expense, and conducted in line with South African legislation.

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

The tendering Supplier is advised to read both the NEC3 Supply Short Contract (April 2013) and the relevant parts of its Guidance Notes (SSC3-GN)<sup>3</sup> in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 28 of the SSC3 Guidance Notes and Flow Charts.

Completion of the data in full is essential to create a complete contract.

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10.1	The <i>Supplier</i> is (Name):	[•]
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	E-mail address	[•]
11.2(7)	The Price Schedule is in	<b>the document called 'Price Schedule' in Part 2 of this contract.</b>
11.2(7)	The offered total of the Prices	<b>See C1.1 Form of Offer and Acceptance</b>
63.2	The percentage for overheads and profit added to the Defined Cost is	<b>0%</b>

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<sup>3</sup> Available from Engineering Contract Strategies on [www.ecs.co.za](http://www.ecs.co.za) Tel 011 803 3008, Fax 086 539 1902.

## 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.

### BILL OF QUANTITIES

#### PROJECT REPORT : MANUFACTURING AND SUPPLY OF MILLING PLANT SPARES AT KUSILE POWER STATION - ONCE OFF (REV 1)

No	Material No	Description	Unit	Qty	Unit price	Total price
1	656042	PLATE WEAR	Each	60		
2	686598	LINER:ABRASION AND EROSION PROTECTION	Each	15		
3	686325	SCREW CAP:M20;LG 52 MM;2.5 MM;HEX SOCKET	Each	200		
4	694023	WASHER LK:ID 21.4 MM;OD 39 MM;THK 3.4 MM	Each	200		
5	687062	SCREW MACH:M20;LG 50 MM;2.5 MM;HEX;HTS	Each	200		
6	686597	WASHER FLAT:M20;ID 21 MM;37 MM;THK 3 MM	Each	200		
7	686599	CAP:BOLT HEAD WEAR PROTECTION	Each	200		
8	706788	SHIM SET:4;1.0038	Each	200		
9	686596	NUT HEX:M20;2.5 MM;16.9-18 MM;HTS;8	Each	200		
10	686594	SCREW MACH:M16;LG 40 MM;2 MM;HEX;HTS;8.8	Each	200		
11	688820	PACKING:SEALING CORD;LG 30 M;WD 25 MM;SQ	Each	200		
12	686591	SCREW CAP:M24;LG 55 MM;3 MM;HEX SOCKET	Each	200		
13	686588	WASHER LK:ID 24.5 MM;OD 31 MM;THK 5 MM	Each	200		
14	653525	SET:DAM RING;084/58779	Each	35		
15	686592	SCREW CAP:M20;LG 55 MM;2.5 MM;HEX SOCKET	Each	200		
16	686587	WASHER LK:ID 20 MM;OD 30.6 MM;THK 4.5 MM	Each	200		
17	644314	SCRAPER:COAL MILL REJECT;WD 776 X HT 566	Each	30		
18	688855	SCREW MACH:M30;LG 70 MM;3.5 PITCH MM;HEX	Each	200		
19	694022	WASHER LK:ID 31.4 MM;OD 55 MM;THK 5.8 MM	Each	200		
20	676742	BLADE: MILL SCRAPER;WD 120 X LG 656 MM	Each	20		
21	686601	WASHER LK:ID 21.4 MM;OD 30.7 MM;THK 3.4	Each	200		
22	205738	SCREW MACH:M16;LG 50 MM;2 MM;HEX;HTS;8.8	Each	100		
23	656044	CONE:CENTRAL	Each	10		
24	687063	SCREW MACH:M20;LG 80 MM;2.5 MM;HEX;HTS	Each	100		
25	686600	WASHER LK:ID M20;OD 33.6-34.6 MM;THK 3.1	Each	100		
26	656047	FRAME CONV:LOADING	Each	15		
27	688885	PLATE WEAR:WD 320 X HT 842 X THK 38 MM	Each	100		
28	706937	SET:HOUSING THRUST PLATE;MPS 265 MILLS;9	Each	100		
29	687747	NUT HEX:M24;3 MM;21.5 MM;HTS	Each	100		
30	694027	SHIM SET:5;1.0038 (EN 10029)	Each	15		
31	705148	PLATE:THRUST;WD 385 X LG 358 X THK 52 MM	Each	40		
32	706922	PULLEY CONV:FLAT FACE;320 MM;1100 MM;STL	Each	5		
33	706914	ASSY:PULLEY WITH BEARINGS;STL	Each	5		
34	686595	SCREW MACH:M16;LG 55 MM;2 MM;HEX;HTS;8.8	Each	100		
35	706916	ASSY:SHAFT;WD 100 X LG 1100 MM	Each	5		
36	706792	SCREW MACH:M12;LG 50 MM;1.75 MM;HEX;HTS	Each	600		
37	706915	ASSY:TAKE UP ROD;WD 100 X LG 660 MM;STL	Each	5		
38	687750	NUT HEX:M30;3.5 MM;25 MM;HTS	Each	100		
39	694025	NUT HEX:M12;1.75 MM;10.5 MM;HTS;8	Each	200		
40	655555	DEVICE:TAKE-UP STATION SCRAPER	Each	100		
41	706913	ASSY:TAKE UP ROD;WD 100 X LG 660 MM;STL	Each	5		

42	706789	CHAIN CONV:FEEDER SCRAPER;675 MM;WD 950	Each	20		
43	675641	BRG RLR:RADIAL;ID 60 MM;OD 110 MM;1	Each	5		
44	694012	WASHER LK:ID 17 MM;OD 25.4 MM;THK 3.4 MM	Each	380		
45	653524	SET:NOZZLE RING THROAT;CR4800	Each	35		
46	681249	COWLING:DYNAMIC;VRN400	Each	15		
47	688852	SCREW MACH:M20;LG 65 MM;2.5 PITCH MM;HEX	Each	100		
48	686600	WASHER LK:ID M20;OD 33.6-34.6 MM;THK 3.1	Each	100		
49	694024	WASHER LK:ID 17 MM;OD 30.7 MM;THK 3.4 MM	Each	180		
50	205738	SCREW MACH:M16;LG 50 MM;2 MM;HEX;HTS;8.8	Each	180		
51	687617	SCREW CAP:M16;LG 45 MM;2 MM;HEX SOCKET	Each	180		
52	706925	ASSY:THRUST PAN;1.0553	Each	20		
53	694007	PLATE MNTG:RETAINING;400BHN;EN10204:2.2	Each	30		
54	688882	PIN SPG:35 MM;LG 95 MM	Each	540		
55	688881	PIN SPG:40 MM;LG 70 MM	Each	540		
56	694029	WASHER TAB:SINGLE;M24;ID 25 MM;OD 50 MM	Each	540		
57	706929	ASSY:PENDULUM JOINT SHOCK ABSORBER;STL	Each	10		
58	641778	BRG FLNG BLCK:BALL;ID 120 MM;RD;LG 295;4	Each	5		
59	655686	SEAL LBRNTH:GLAND;DIA 180 X THK 15 MM	Each	5		
60	655685	SEAL RNG:SHAFT;ID 180 MM;THK 15 MM	Each	5		
61	641777	BRG FLNG BLCK:BALL;ID 50 MM;RD;LG 135 MM	Each	36		
62	655551	DEVICE:DRIVE STATION SCRAPER	Each	36		
63	655553	DEVICE:TAKE-UP STATION SCRAPER	Each	36		
64	655549	DEVICE:DRIVE STATION SCRAPER	Each	36		
65	655546	DEVICE:DRIVE STATION SCRAPER	Each	36		
66	655961	GLASS SGHT:DN150;GLASS;INSPECT WINDOW	Each	10		
67	669999	PLATE WEAR:WD 299 X LG 861.8 X THK 10 MM	Each	30		
68	663451	BELT CONV:WD 1 M;LG 9005 MM;315 N M;2+1	Each	15		
69	655960	ROLLER:BELT WEIGHER IDLER	Each	5		

TOTAL  
AMOUNT  
(EXCL VAT)

# C3: Scope of Work

## C3.1 Goods Information

Kusile Power Station management decided to establish a Short-term agreement (06 months) for the supply and refurbishment of some of the power Station's strategic, critical, and operational plant spares. For the plant to operate effectively and efficiently, maintenance must be performed at intervals specified as per plant maintenance strategies. Correct plant spares are required to ensure maintenance is executed as per the maintenance strategy requirements and thus must be always available.

The works information processes outlined in this document are intended to eliminate or minimize the risk of such occurrences.

### 1. Description of the goods

Refer to Annexure Scope of Work titled "Kusile Power Station Milling Plant Spares Once off Order Supply Scope, Document Identifier KUS-20251195".

### 2. Specifications

Refer to Annexure Scope of Work titled "Kusile Power Station Milling Plant Spares Once off Order Supply Scope, Document Identifier KUS-20251195".

#### 2.1. Health and safety, the environment and quality assurance

##### a. Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in Annexure titled "Kusile Power Station OHS Specification for Kusile Power Station Milling Plant Spares Once off Order Supply Scope, Document Identifier KUS-20251195" and Kusile Power Station OHS Specification for Milling Plant Spares Supply Scope of Work

##### b. Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure titled "Kusile Power Station Environmental Specification Document Identifier KUS-20250797 Rev 1".

##### c. Quality assurance requirements

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure titled "Contractor Quality Management: Specification Document Identifier 240-105658000".

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

#### a. Subcontracting

Subcontracting is not included in this contract, it is expected of the contractor to be a sole supplier of the items. Refer to document titled "Contractor Quality Management: Specification Document Identifier 240-105658000" and Kusile Power Station Milling Plant Spares Once off Order Supply Scope, Document Identifier KUS-20251195".

### **b. Use of standard forms**

The standard forms to be used by the Contractor in the administration of the contract, such as early warning and compensation event notifications are to be submitted to the Employer and shall be on the SSC NEC document format which shall be made available to the Contractor by the Employer.

All formal contractual communication shall be in the form of properly compiled letters or forms attached to emails and not as a message in the email itself. Emails shall only be used to follow up on formal contractual communication or for information purposes only. All formal contractual communication shall have a reference number in a chronological sequence.

#### **Rights of Access**

Eskom:

Shall be granted electronic and hard-copy access to all quality plans, procedures, documentation, and other quality records relating to the work, including, but not limited to, data extracts;  
Reserves the right to review, inspect, and audit any or all parts of the Contractor's QMS, as well as any documentation, materials, or equipment associated with the work, at any time or project work location; and

The Contractor:

Shall cooperate with Eskom requests for documentation, records, and inspection and witnessing. Eskom participation in audits, appraisals, assessment of plans, and verification shall be conducted at no extra cost to Eskom;  
Shall be granted electronic and hard-copy access to all quality plans, procedures, documentation, and other quality records relating to the work, including, but not limited to, data extracts.  
Reserves the right to review, inspect, and audit any or all parts of the Contractor's QMS, as well as any documentation, materials, or equipment associated with the work, at any time or project work location.  
All communication shall be as per NEC Supply Short contract communication clauses

In addition to the above refer to the Annexure titled "Contractor Quality Management: Specification Document Identifier 240-105658000"

### **c. Invoicing and payment**

In terms of core clause 50 the *Supplier* assesses the amount due and applies to the *Purchaser* for payment. The *Supplier* applies for payment with a tax invoice addressed to the *Purchaser* as follows:

Within one week of receiving a payment certificate from the Service Manager in terms of core clause 51.1, the Contractor provides the Employer with a tax invoice showing the amount due for payment equal to that stated in the Service Manager's payment certificate.

The Contractor shall address the tax invoice to  
invoiceseskocomlocal@eskom.co.za and include on each invoice the following information:

Name and address of the Contractor and the Service Manager;  
The contract number and title;  
Contractor's VAT registration number;  
The Employer's VAT registration number 4740101508;  
Description of service provided for each item invoiced based on the Price List;  
Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;  
(add other as required)

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

In terms of core clause 50 the Contractor assesses the amount due and applies to the Purchaser for payment. The Contractor applies for payment with a tax invoice addressed to the Purchaser as follows:

#### Procedure for invoice submission and payment

All Electronic invoices must be sent in PDF format only.

An Invoice that was printed and then scanned to PDF by the Vendor is not acceptable as this is not an original tax invoice by SARS definition but a copy.

The following wording needs to appear on the invoice: "Your invoice is encrypted in order to comply with SARS requirements that invoices, and statements sent electronically are tamperproof."

All queries and follow up on invoice payments should made by contacting the FSS Contact Centre:

Tel: 011 800 5060 or email:fss@eskom.co.za

#### **d. Records of Defined Cost**

In order to substantiate the Defined Cost of compensation events, the *Purchaser* may require 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]. The Contractor shall keep all records of Defined Costs for all payment and compliance purposes.

#### **e. BBBEE and preferencing scheme**

The Supplier must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

#### **f. Cataloguing requirements by the Supplier**

The Contractor is provided with electronic Data Capture Form (DCF) for each spare required. The Contractor is required to ensure that the correct information is captured on the DCF's. The DCF's are required by the Purchaser's Material Management System to be able to book the item in the store and the information should also be sufficient to procure the correct spares in future. Most of the DCF's have been populated by the Purchaser where information was available. This information may not be correct and needs to be reviewed and verified/corrected as part of the Services.

The DCF's are provided in Microsoft Word format. The Contractor needs to ensure the 'Track Changes' function is selected 'on' so that any changes to the existing information as well as inserted information can easily be identified and tracked. The following information needs to be provided as detailed as possible on the DCF's.

- a) Verify the existing information that is already populated on the DCF's and make changes where required. Ensure the 'track changes' function is on.
- b) Populate/verify all fields highlighted in 'yellow' on the DCF's, in the electronic format provided.
- c) Supply additional information in the field "Free Format Text" or "Purchase order text" on the DCF's. This includes:
  - The standards or specification that the product has to conform to.
  - Add any spares information which has been omitted, which is deemed relevant for spares identification, packaging and protection requirements during transportation and storage.
  - The Quality Control requirements for manufacturing and testing of the product to ensure that the spares conform to the correct specifications or standards, including certificates and test results, that is required with delivery of the goods.
- d) Supply any other additional information that has not been specified on the DCF's but necessary for storage, preservation, installation and utilisation of spares where applicable. Such information includes brochures, technical data, etc. These DCF's with the added information needs to be made available electronically to the employer.
- e) Supply any other additional information that has not been specified on the DCF's but necessary for storage, preservation, installation and utilisation of spares where applicable. Such information includes brochures, technical data, etc.

#### 4. Requirements for the programme

Delivery schedule to be submitted electronical to the Purchaser before the contract is awarded. The schedule or delivery program should form part of the negotiations. The items should be delivered in batches

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

The *Purchaser* will provide, in connection with the supply of the *goods*, such as transport, loading or unloading of the *goods*. The supply shall ensure that the good transported, loaded and unloaded at Kusile Power Station

##### BILL OF QUANTITIES

##### PROJECT REPORT : MANUFACTURING AND SUPPLY OF MILLING PLANT SPARES AT KUSILE POWER STATION - ONCE OFF (REV 1)

No	Material No	Description	Unit	Qty	Unit price	Total price
1	656042	PLATE WEAR	Each	60		
2	686598	LINER:ABRASION AND EROSION PROTECTION	Each	15		
3	686325	SCREW CAP:M20;LG 52 MM;2.5 MM;HEX SOCKET	Each	200		
4	694023	WASHER LK:ID 21.4 MM;OD 39 MM;THK 3.4 MM	Each	200		
5	687062	SCREW MACH:M20;LG 50 MM;2.5 MM;HEX;HTS	Each	200		
6	686597	WASHER FLAT:M20;ID 21 MM;37 MM;THK 3 MM	Each	200		
7	686599	CAP:BOLT HEAD WEAR PROTECTION	Each	200		
8	706788	SHIM SET:4;1.0038	Each	200		
9	686596	NUT HEX:M20;2.5 MM;16.9-18 MM;HTS;8	Each	200		
10	686594	SCREW MACH:M16;LG 40 MM;2 MM;HEX;HTS;8.8	Each	200		
11	688820	PACKING:SEALING CORD;LG 30 M;WD 25 MM;SQ	Each	200		
12	686591	SCREW CAP:M24;LG 55 MM;3 MM;HEX SOCKET	Each	200		
13	686588	WASHER LK:ID 24.5 MM;OD 31 MM;THK 5 MM	Each	200		
14	653525	SET:DAM RING;084/58779	Each	35		
15	686592	SCREW CAP:M20;LG 55 MM;2.5 MM;HEX SOCKET	Each	200		
16	686587	WASHER LK:ID 20 MM;OD 30.6 MM;THK 4.5 MM	Each	200		
17	644314	SCRAPER:COAL MILL REJECT;WD 776 X HT 566	Each	30		
18	688855	SCREW MACH:M30;LG 70 MM;3.5 PITCH MM;HEX	Each	200		
19	694022	WASHER LK:ID 31.4 MM;OD 55 MM;THK 5.8 MM	Each	200		
20	676742	BLADE: MILL SCRAPER;WD 120 X LG 656 MM	Each	20		
21	686601	WASHER LK:ID 21.4 MM;OD 30.7 MM;THK 3.4	Each	200		
22	205738	SCREW MACH:M16;LG 50 MM;2 MM;HEX;HTS;8.8	Each	100		
23	656044	CONE:CENTRAL	Each	10		
24	687063	SCREW MACH:M20;LG 80 MM;2.5 MM;HEX;HTS	Each	100		
25	686600	WASHER LK:ID M20;OD 33.6-34.6 MM;THK 3.1	Each	100		
26	656047	FRAME CONV:LOADING	Each	15		
27	688885	PLATE WEAR:WD 320 X HT 842 X THK 38 MM	Each	100		
28	706937	SET:HOUSING THRUST PLATE;MPS 265 MILLS;9	Each	100		
29	687747	NUT HEX:M24;3 MM;21.5 MM;HTS	Each	100		
30	694027	SHIM SET:5;1.0038 (EN 10029)	Each	15		
31	705148	PLATE:THRUST;WD 385 X LG 358 X THK 52 MM	Each	40		
32	706922	PULLEY CONV:FLAT FACE;320 MM;1100 MM;STL	Each	5		
33	706914	ASSY:PULLEY WITH BEARINGS;STL	Each	5		
34	686595	SCREW MACH:M16;LG 55 MM;2 MM;HEX;HTS;8.8	Each	100		
35	706916	ASSY:SHAFT;WD 100 X LG 1100 MM	Each	5		
36	706792	SCREW MACH:M12;LG 50 MM;1.75 MM;HEX;HTS	Each	600		
37	706915	ASSY:TAKE UP ROD;WD 100 X LG 660 MM;STL	Each	5		
38	687750	NUT HEX:M30;3.5 MM;25 MM;HTS	Each	100		
39	694025	NUT HEX:M12;1.75 MM;10.5 MM;HTS;8	Each	200		

40	655555	DEVICE:TAKE-UP STATION SCRAPER	Each	100		
41	706913	ASSY:TAKE UP ROD;WD 100 X LG 660 MM;STL	Each	5		
42	706789	CHAIN CONV:FEEDER SCRAPER;675 MM;WD 950	Each	20		
43	675641	BRG RLR:RADIAL;ID 60 MM;OD 110 MM;1	Each	5		
44	694012	WASHER LK:ID 17 MM;OD 25.4 MM;THK 3.4 MM	Each	380		
45	653524	SET:NOZZLE RING THROAT;CR4800	Each	35		
46	681249	COWLING:DYNAMIC;VRN400	Each	15		
47	688852	SCREW MACH:M20;LG 65 MM;2.5 PITCH MM;HEX	Each	100		
48	686600	WASHER LK:ID M20;OD 33.6-34.6 MM;THK 3.1	Each	100		
49	694024	WASHER LK:ID 17 MM;OD 30.7 MM;THK 3.4 MM	Each	180		
50	205738	SCREW MACH:M16;LG 50 MM;2 MM;HEX;HTS;8.8	Each	180		
51	687617	SCREW CAP:M16;LG 45 MM;2 MM;HEX SOCKET	Each	180		
52	706925	ASSY:THRUST PAN;1.0553	Each	20		
53	694007	PLATE MNTG:RETAINING;400BHN;EN10204:2.2	Each	30		
54	688882	PIN SPG:35 MM;LG 95 MM	Each	540		
55	688881	PIN SPG:40 MM;LG 70 MM	Each	540		
56	694029	WASHER TAB:SINGLE;M24;ID 25 MM;OD 50 MM	Each	540		
57	706929	ASSY:PENDULUM JOINT SHOCK ABSORBER;STL	Each	10		
58	641778	BRG FLNG BLCK:BALL;ID 120 MM;RD;LG 295;4	Each	5		
59	655686	SEAL LBRNTH:GLAND;DIA 180 X THK 15 MM	Each	5		
60	655685	SEAL RNG:SHAFT;ID 180 MM;THK 15 MM	Each	5		
61	641777	BRG FLNG BLCK:BALL;ID 50 MM;RD;LG 135 MM	Each	36		
62	655551	DEVICE:DRIVE STATION SCRAPER	Each	36		
63	655553	DEVICE:TAKE-UP STATION SCRAPER	Each	36		
64	655549	DEVICE:DRIVE STATION SCRAPER	Each	36		
65	655546	DEVICE:DRIVE STATION SCRAPER	Each	36		
66	655961	GLASS SGHT:DN150;GLASS;INSPECT WINDOW	Each	10		
67	669999	PLATE WEAR:WD 299 X LG 861.8 X THK 10 MM	Each	30		
68	663451	BELT CONV:WD 1 M;LG 9005 MM;315 N M;2+1	Each	15		
69	655960	ROLLER:BELT WEIGHER IDLER	Each	5		

TOTAL  
AMOUNT  
(EXCL VAT)

## 6. Supply requirements

The Contractor is provided with electronic Data Capture Form (DCF) for each spare required. The Contractor is required to ensure that the correct information is captured on the DCF's. The DCF's are required by the Purchaser's Material Management System to be able to book the item in the store and the information should also be sufficient to procure the correct spares in future. Most of the DCF's have been populated by the Purchaser where information was available. This information may not be correct and needs to be reviewed and verified/corrected as part of the Services.

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  - The standards or specification that the product has to conform to.

- Add any spares information which has been omitted, which is deemed relevant for spares identification, packaging and protection requirements during transportation and storage.
- The Quality Control requirements for manufacturing and testing of the product to ensure that the spares conform to the correct specifications or standards, including certificates and test results, that is required with delivery of the goods.

d) Supply any other additional information that has not been specified on the DCF's but necessary for storage, preservation, installation and utilisation of spares where applicable. Such information includes brochures, technical data, etc. These DCF's with the added information needs to be made available electronically to the employer.

e) Supply any other additional information that has not been specified on the DCF's but necessary for storage, preservation, installation and utilisation of spares where applicable. Such information includes brochures, technical data, etc.

All materials, tools and equipment brought onto site are the responsibility of the Contractor, and shall comply with the Employer's policies and procedures

A proper system of recording these materials, tools and equipment must be in place and submitted for approval by the Service Manager. Differentiation must be made between materials, tools and equipment owned or hired by the Contractor

Any Equipment, or appliances, used by the Contractor conforms to the applicable OHS Act safety standards and is maintained in a safe and proper working condition

The Service Manager has the right to stop the Contractor's use of any Equipment which, in the opinion of Service Manager, does not conform to the foregoing.

- Delivery place: Kusile Power Station Material Management Stores
- Working hours: Monday to Thursday 07:00 to 16:00, Friday 07:00 to 12:00
- Call out may be initiated from time to time based on the risk rating in the plant which will require the item to be delivered urgent at any time of the week or any day

• The supplier shall insure that the items are transported from their site to Kusile Power station, all required items required to onload, and offload shall be arranged by the contractor or supplier

# 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:

The start date is [•]

The *delivery date* is [•]

Signed:

Name (in print)

(for *Purchaser*)