



NEC3 Supply Contract (SC3)

Between **ESKOM HOLDINGS SOC Ltd**
(Reg No. 2002/015527/30)

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

for **SUPPLY AND DELIVERY OF DRY GROCERIES, NON
ALCOHOLIC BEVERAGE AND PACKAGING TO MATLA POWER
STATION FOR 24 MONTHS ON AS AND WHEN REQUIRED
BASIS**

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Scope of Work	[•]

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[•]
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Purchaser</i>	[•]
C1.2b Contract Data provided by the <i>Supplier</i>	[•]
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	[•]

C1.1 Form of Offer & Acceptance

Offer

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

SUPPLY AND DELIVERY OF DRY GROCERIES, NON-ALCOHOLIC BEVERAGES, AND PACKAGING TO MATLA POWER STATION FOR 36 MONTHS PERIOD “ON AN AS AND WHEN REQUIRED BASIS”

The tenderer, identified in the Offer signature block, 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	R [●]
	Value Added Tax @ 15% is	R [●]
	The offered total of the amount due inclusive of VAT is ¹	R [●]
	(in words) [●]	

This Offer may be accepted by the Purchaser by signing the Acceptance part of this Form of Offer and Acceptance 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

¹ This total is required by the *Purchaser* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

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 C1 | Agreements and Contract Data, (which includes this Form of Offer and Acceptance) |
| Part C2 | Pricing Data |
| Part C3 | Scope of Work: Goods Information including Supply Requirements |

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 Returnable 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.

The tenderer shall within two weeks 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 and signed original copy of this document, including the Schedule of Deviations (if any).

Signature(s)

Name(s)	Ms Maserati Lesolang
Capacity	General Manager: Matla Power Station
for the Purchaser	Eskom Holdings SOC Limited Matla Power Station Private Bag x 5012 KRIEL 2271

(Insert name and address of organisation)

Name &
signature of
witness

Date

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

Schedule of Deviations to be completed by the *Purchaser* prior to contract award

Note:

1. 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)*Name &
signature
of witness

Date

General Manager

**Eskom Holdings SOC Ltd, Megawatt
Park, Maxwell Drive, Sandton,
Johannesburg, 2199**

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

Clauses

Data

1 General

The *conditions of contract* are the core clauses and the clauses for Options

X1: Price adjustment for inflation
X2: Changes in the law
X7: Delay damages
X18: Limitation of liability
X19: Task Order
Z: Additional conditions of contract

of the NEC3 Supply Contract (April 2013)²

(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)

10.1 The *Purchaser* is (name):

Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa

Address

**Registered office at Megawatt Park,
Maxwell Drive, Sandton, Johannesburg**

Tel No.

Fax No.

N/A

10.1 The *Supply Manager* is (name):

Address

Matla Power Station

Tel

Fax

N/A

e-mail

11.2(13) The *goods* are)

DRY GROCERIES, NON-ALCOHOLIC AND PACKAGING

11.2(13) The *services* are)

SUPPLY AND DELIVERY OF DRY GROCERIES, NON-ALCOHOLIC AND PACKAGING FOR 24 MONTHS ON AN AS AND WHEN REQUIRED BASIS

11.2(14) The following matters will be included in

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902, www.ecs.co.za.

) the Risk Register

Delay Damages
Price increases due to inflation
Quality of deliverables
 (All other risks will be identified prior,
 addressed, and registered during the risk
 register meeting that will take place as
 agreed between the parties)

11.2(15) The Goods Information is in
)

**Part 3: Scope of Work and all documents
 and drawings to which it makes reference.**

11.2(15) The Supply Requirements as part of the
) Goods Information is in**Annexure A to this Contract Data**12.2 The *law of the contract* is the law of**the Republic of South Africa**13.1 The *language of this contract* is**English**13.3 The *period for reply* is**2 weeks**

2 **The *Supplier's* main responsibilities**

Data required by this section of the core
 clauses is provided by the *Supplier* in Part
 2 and terms in italics used in this section
 are identified elsewhere in this Contract
 Data.

3 **Time**

30.1 The *starting date* is.**TBC**30.1 The *delivery date* of the *goods* and
services is:***goods and services******delivery date***

Dry groceries, non-
 alcoholic and packaging
 Matla Power Station

As per
 purchase
 order

30.2 The *Supplier* does not bring the *goods*
to the Delivery Place more than one
week before the Delivery Date.

**All goods are to be delivered as per the
 quantities indicated on the contract or on
 purchase order**

31.1 The *Supplier* is to submit a first
programme for acceptance within**1 weeks of the Contract Date.**32.2 The *Supplier* submits revised
programmes at intervals no longer than**2 weeks.**

4 **Testing and defects**

4.1

42 The *defects date* is**When the date of noticing the defects**43.2 The *defect correction period* is

**24 hours from receipt of the purchaser's
 written defects notification**

42.2 The *defects access period* is**60 days**

5 Payment

50.1	The <i>assessment interval</i> is	between the 15 days of each successive month or any other day agreed upon
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	4 weeks.
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365-day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>

6 Compensation events

There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.

7 Title

There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.

8 Risks, liabilities, indemnities and insurance

80.1	These are additional <i>Purchaser's</i> risks	N/A
84.1	The <i>Purchaser</i> provides these insurances from the Insurance Table	See notes about <i>Purchaser</i> provided insurance in Annexure B to this Contract

Data

1. Insurance against

Loss of or damage to the goods, plant and materials.

Cover / indemnity is

Overseas shipment / transit insurance (only) to cover events at the *Supplier's* risk (if any) after the goods have left the *Supplier's* overseas premises. See notes in Annexure B

If this contract includes the supervision of installation, testing, commissioning or building work at the *Purchaser's* premises, the *Purchaser* also provides cover for physical loss of or damage to the *Purchaser's* surrounding property including any temporary work required to complete the Delivery.

88.2 For any one event, the *Supplier's* liability to the *Purchaser* for loss of or damage to the *Purchaser's* property is limited to

(1) for the *Purchaser's* existing and surrounding property in the care, custody and control of the *Supplier* the amount of the deductible (first amount payable) relevant to the event described in the "Format A" / "Format B" / "Format Dx", insurance policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

and

(2) for all other existing *Purchaser's* property the highest applicable deductible (first amount payable) namely:

- **R15 million (fifteen million Rand) for Generation Division property;**
- **R7.5 million (seven million five hundred thousand Rand) for Transmission Division property and;**
- **R1 million (one million Rand) for Distribution Division and all other *Purchaser's* property**

See notes in Annexure B

88.3 The *Supplier's* liability for Defects due to his design which are not notified before the last *defects date* is limited to:

The total of the Prices

88.4 The *Supplier's* total liability to the

Purchaser, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to

The total of the Prices

88.5	The <i>end of liability date</i> is	Twelve [12] months after Delivery of the whole of the goods and services.
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9 Termination and dispute resolution

94.1	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).
	Address	1st Floor, Maisels Chamber, 4 Protea Place, Sandton
	Tel No.	011 320 0600
	Fax No.	011 320 0533
	e-mail	[•]

94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See www.ice-sa.org.za)
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94.4(2)	The <i>tribunal</i> is:	arbitration
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94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
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94.4(5)	The place where arbitration is to be held is	South Africa
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The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is

the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

10 Data for Option clauses

X1	Price adjustment for inflation
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X1.1	The <i>base date</i> for indices is The proportions used to calculate the Price Adjustment Factor are:	The contract start date.		
		proportion	linked to indexfor	proportion
		0.55	Dry Groceries,Non Alcoholic and Packaging	0.55
		0.10	Labour	0.10
		0.20	Transport	0.20
		0.15	non-adjustable	0.15
X2	Changes in the law			
X2.1	A change in the law of	[•] is a compensation event if it occurs after the Contract Date		
X3	Multiple currencies			
X3.1	The <i>Purchaser</i> will pay for these items in the currencies stated	Items	Other currency	Total maximum payment in the currency
		[•]	TBC	
		[•]		
X3.1	The <i>exchange rates</i> are those published in	[•] on [•] (date)		
		The items will be paid in the other currency - to a foreign Bank account nominated by the <i>Supplier</i> - to a valid SARB approved CFC account in South Africa - in accordance with an alternative payment method agreed with the <i>Purchaser</i> before the Contract Date.		
		(select one of the three methods as agreed with the successful tenderer prior to contract award and delete the others and this note)		
X4	Parent company guarantee	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X7	Delay damages			
X7.1	Delay damages for Delivery are	Delivery of	amount per day	
		Late delivery of	R500.00 per day for	

	goods	delay in delivery of the order as per delivery date specified upfront.
	Should delay damages be applied, the supplier is to invoice for the full task order amount, and provide a credit note for the amount of delay damages.	
Z	The additional conditions of contract are	
	Z1 to Z15 always apply for Eskom	

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.

Z2 Joint ventures

- Z2.1 If the *Supplier* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Purchaser* for the performance of this contract.
- Z2.2 Unless already notified to the *Purchaser*, the persons or organisations notify the *Supply Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Supplier* on their behalf.
- Z2.3 The *Supplier* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Purchaser* having been given to the *Supplier* in writing.

Z3 Change of Broad Based Black Economic Empowerment (B-BBEE) status

- Z3.1 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.
- Z3.2 The *Supplier* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Supply Manager* within thirty days of the notification or as otherwise instructed by the *Supply Manager*.
- Z3.3 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 and Services.
- Z3.4 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 P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

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 in terms of clause 23.1, 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 *Supply Manager*.
- 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 taking of images (whether photographs, video footage or otherwise) of the *goods* or any portion thereof, in the course of Providing the Goods and Services and after Delivery, requires the prior written consent of the *Supply Manager*. All rights in and to all such images vests exclusively in the *Purchaser*.
- Z4.5 The *Supplier* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

- Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Supply Manager* 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 Health, safety and the environment: Add to core clause 25.4

- Z6.1 The *Supplier* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the provision of the *goods* and execution of the *services*.

Without limitation the *Supplier*:

- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of supply and
- undertakes, in and about the execution of the supply, to comply with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Supplier's* direction and control, likewise observe and comply with the foregoing.

- Z6.2 The *Supplier*, in and about the execution of the supply, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Supplier's* direction and control, likewise observe and comply with the foregoing.

Z7 Provision of a Tax Invoice and interest. Add to core clause 51

- Z7.1 Within one week of receiving a payment certificate from the *Supply Manager* in terms of core clause 51.1, the *Supplier* provides the *Purchaser* with a tax invoice in accordance with the *Purchaser's* procedures stated in the Goods Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Supplier* does not provide a tax invoice in the form and by the time required by this contract, 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.
- Z7.3 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.

Z8 Notifying compensation events

- Z8.1 Delete from the last sentence in core clause 61.3 the words, "unless the event arises from the *Supply Manager* giving an instruction, changing an earlier decision or correcting an assumption".

Z9 Purchaser's limitation of liability

- Z9.1 The *Purchaser's* liability to the *Supplier* for the *Supplier's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Supplier's* entitlement under the indemnity in 83.1 is provided for in 60.1(12) and the *Purchaser's* liability under the indemnity is limited.

Z10 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

- Z10.1 or had a business rescue order granted against it.

Z11 Addition to secondary Option X7 Delay damages (if applicable in this contract)

- Z11.1 If the amount due for the *Supplier's* payment of delay damages reaches the limits stated in this Contract Data for Option X7, the *Purchaser* may terminate the *Supplier's* obligation to Provide the Goods and Services using the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table.

Z12 Ethics

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

Affected Party	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,
Coercive Action	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,

Collusive Action	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,
Committing Party	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,
Corrupt Action	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,
Fraudulent Action	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,
Obstructive Action	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
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

- Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z12.2 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.
- Z12.3 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.
- Z12.4 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.

Z13 Insurance

Z 13.1 Replace core clause 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 <i>Supplier</i> provides the insurances stated in the Insurance Table A for events which are at the <i>Supplier's</i> risk from the <i>starting date</i> until the last <i>defects date</i> or a termination certificate has been issued.

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's</i> insurance. The <i>Purchaser's</i> policy deductible as at Contract Date, where covered by the <i>Purchaser's</i> 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	<u>Loss of or damage to property</u> <u>Purchaser's property</u> The replacement cost where not covered by the <i>Purchaser's</i> insurance. The <i>Purchaser's</i> policy deductible as at Contract Date, where covered by the <i>Purchaser's</i> insurance. <u>Other property</u> The replacement cost <u>Death of or bodily injury</u> 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

Z 13.2 Replace core clause 87 with the following:**Insurance by
the *Purchaser***

87

87.1 The *Purchaser* provides the insurances stated in the Insurance Table B**INSURANCE TABLE B**

Insurance against or name of policy	Minimum amount of cover or minimum 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

Annexure A: Supply Requirements

[Notes: The example given in the NEC3 Supply Contract Guidance Notes pages 15 to 20 inclusive is based on Incoterms 2000. However, users will probably wish to use Incoterms 2010 which the details below are based on. Users may need to adjust the information to comply with actual requirements. First decide whether Incoterms will be used or not, then delete the arrangement below which does not apply and delete these notes]

The Supply Requirements for this contract are based on the use of INCOTERMS:

The *Supplier* supplies the *goods* in accordance with INCOTERMS 2010³ as follows:

The Parties obligations described in Incoterms for the category and term selected are now incorporated into this contract as part of the Supply Requirements and hence the Goods Information.

The obligations of seller and buyer for the selected Incoterm determine each Party's costs, risks and insurance requirements incidental to the supply and transport of the *goods* from *Supplier* to *Purchaser*.

For each of the thirteen terms, Incoterms set out obligations of the seller (the *Supplier*) in ten paragraphs identified as A1 to A10 and the corresponding obligations of the buyer (the *Purchaser*) in paragraphs B1 to B10. These obligations cover the following subjects:

A	The <i>Supplier's</i> obligations	B	The <i>Purchaser's</i> obligations
A1	Provision of goods in conformity with contract	B1	Payment of the price
A2	Licences, authorisations, and formalities	B2	Licences, authorisations and formalities
A3	Contracts of carriage and insurance	B3	Contracts of carriage and insurance
A4	Effecting Delivery	B4	Receiving delivery
A5	Transfer of risks	B5	Transfer of risks
A6	Division of costs	B6	Division of costs
A7	Notice to the buyer	B7	Notice to the seller
A8	Proof of delivery, transport document or equivalent electronic message	B8	Proof of delivery, transport document or equivalent electronic message
A9	Checking - packing - marking	B9	Inspection of goods
A10	Other obligations	B10	Other obligations

All other information NOT pertinent to the above is given in the balance of the Goods Information

³ International Chamber of Commerce, Incoterms 2010, Paris, January 2011

The Supply Requirements for this contract are as follows:

[Use these when INCOTERMS do not apply].

1. The requirements for the supply are	As stated in the contract goods information	
2. The requirements for transport are	As stated in the contract goods information	
3. The delivery place is	Matla Power Station	
4. Actions of the Parties during supply	Action	Party which does it
	Giving notice of Delivery	Supplier
	Checking packing and marking before dispatch	Supplier
	Contracting for transport	Supplier
	Pay costs of transport	Supplier
	Arrange access to delivery place	Purchaser
	Loading the <i>goods</i>	Supplier
	Unloading the <i>goods</i>	Supplier
For international procurement	Undertake export requirements	N/A
	Undertake import requirements	N/A
5. Information to be provided by the Supplier	Title of document	
	Packing lists for cases and their contents	
	Copy of invoice for the <i>goods</i>	
	Delivery Note	
	Test results and maintenance manuals	
For international procurement	Licences, authorisations and other formalities associated with export of the <i>goods</i>	
	Air Waybill or Bill of Lading with associated landing, delivery and forwarding order	
	The Bill of Entry endorsed by the importation authority	
	Customs work sheets, showing tax, duties and surcharges which the law of the country into which the <i>goods</i> are being imported requires the importer to pay	
	Invoice from the importation clearing agent showing airline fees, landing charges, wharfage and dock dues as applicable	
	Specify other import documents required by authorised officials.	

All other information NOT pertinent to the above is given in the balance of the Goods Information

C1.2 Contract Data

Part two - Data provided by the *Supplier*

Notes to a tendering supplier:

1. Please read both the NEC3 Supply Contract (SC3)⁴ and the relevant parts of its Guidance Notes (SC3-GN)⁵ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

Clause	Statement	Data
10.1	The <i>Supplier</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in:	
11.2(11)	The tendered total of the Prices is	R , (in words)
11.2(12)	The <i>price schedule</i> is in:	
11.2(14)	The following matters will be included in the Risk Register	TBC
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are	TBC
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<i>goods and services</i> 1 [•] <i>delivery date</i> [•]
31.1	The programme identified in the Contract Data is contained in:	TBC
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	%

⁴ Either April 2013 or December 2009 Edition as stated by *Purchaser* in Contract Data part 1.

⁵ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or www.ecs.co.za

Signed at _____ on this _____ day of _____ 20__

Signature(s)

Name(s) (printed)

Position in parent company

Signature of Witness(s)

Name(s) (printed)

below on the letterhead of the Bank providing the Bond / Guarantee)

PART 2: PRICING DATA

NEC3 Supply Contract

Document reference	Title	No of pages
C2.1	Pricing assumptions	2
C2.2	The <i>price schedule</i>	[•]

C2.1 Pricing assumptions

How goods and services are priced and assessed for payment

Clause 11 in NEC3 Supply Contract, (SC3) core clauses states:

Identified and defined terms	11	
	11.2	(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate.
		(12) The Price Schedule is the <i>price schedule</i> unless later changed in accordance with this contract.
Assessing the amount due	50.2	The amount due is
		<ul style="list-style-type: none"> the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed, where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the <i>Supplier</i> has completed by the rate, plus other amounts to be paid to the <i>Supplier</i>, less amounts to be paid by or retained from the <i>Supplier</i>. <p>Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.</p>

This confirms that the Supply Contract is a priced contract where the Prices are derived from a list of items of *goods* and *services* which can be priced as lump sums or as expected quantities of *goods* and *services* multiplied by a rate, or a mix of both.

Function of the Price Schedule

Clause 53.1 states: "Information in the Price Schedule is not Goods Information". This confirms that instructions to do work or how it is to be done are not included in the Price Schedule but in the Goods Information. This is further confirmed by Clause 20.1 which states, "The *Supplier* Provides the Goods and Services in accordance with the Goods Information". Hence the *Supplier* does **not** Provide the Goods and Services in accordance with the Price Schedule. The Price Schedule is only a pricing document.

Preparing the *price schedule*

Items in the *price schedule* may have been inserted by the *Purchaser* and the tendering supplier should insert any additional items which he considers necessary. Whichever party provides the items in the *price schedule* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Goods and Services as described at the time of entering into this contract.

It will be assumed that the tendering supplier has

- Read Pages 8, 11, 12 and Appendix 5 of the SC3 Guidance Notes before preparing the *price schedule*;
- Included in his Prices and rates for correction of Defects (core clause 43.1) as there is no compensation event for this unless the Defect is due to a *Supplier's* risk;

- Spread the cost of doing work he chooses not to list as separate items in the *price schedule* across other Prices and rates in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices;
- Understood that there is no adjustment to lump sum prices in the *price schedule* if the amount, or quantity, of work within that lump sum item later turns out to be different to that which the *Supplier* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event per clause 60.1;
- Understood that the *Supplier* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event.

Format of the *price schedule*

Entries in the first four columns in the *price schedule* in section C2.2 are made either by the *Purchaser* or the tendering supplier.

If the *Supplier* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering supplier 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 which is the rate for the item multiplied by the quantity completed, the tendering *Supplier* enters the rate which is then multiplied by the Quantity to produce the Price, which is also entered.

If the *Supplier* is to be paid an amount for an item proportional to the length of time for which the *goods* and *services* are provided, a unit of time is stated in the Unit column and the length of time (as a quantity of the stated units of time) is stated in the Quantity column.

C2.2 the *price schedule*

MATLA POWER STATION INTENDS TO ENTER INTO A THREE YEARS CONTRACT WITH A REPUTABLE CONTRACTOR FOR SUPPLY AND DELIVERY OF DRY GROCERIES TO MATLA POWER STATION FOR A PERIOD OF THREE YEARS

ITEM LIST

Item No	Item Description		Unit	Quantity	Rate	Amount
	Preliminaries and General Costs					
1	Office overhead costs		Monthly	36	R	R
2	Meeting all SHEQ Requirements		Yearly	3	R	R
	Sub-Total					R
Item No	Item Description	Brand	Size	Estimated QTY	Price per Unit	Total Price
	Supply of the following goods, rates to include profit;					
1	APRON PLASTIC DISPOSABLE	ASHWOOD TRADING	100S	10	R	R
2	APRON PLASTIC DISPOSABLE	TUFFY	100S	10	R	R
3	APRON PLASTIC DISPOSABLE CLEAR	OTH	100S	10	R	R
4	ATCHAR HOT	PAKCO	385GR	100	R	R
5	VEGETABLES PICKLES	PAKCO	410GR	100	R	R
7	PLASTIC GREASEPROOF BAG NO 2	LUFIL	1000SX170X200MM	10	R	R
8	PAPER GREASEPROOF BAG NO 2 GREY	LUFIL	1000SX205X165MM	10	R	R
9	PLASTIC REFUSE BAG H/DUTY BLACK	OTH	100X750X950MM	10	R	R
10	PLASTIC REFUSE BAG SMOKEY	OTH	100S	500	R	R
11	PLASTIC CARRIER BAGS MIDI WHITE	MAXI	1000S	5	R	R
12	PLASTIC CARRIER BAGS MIDI WHITE	OTH	100S	5	R	R
13	BAKING POWDER	LIBERTY SELECT	1KG	70	R	R
14	BAKING POWDER 045902	CATERLINE	2KG	10	R	R
15	BAKING POWDER	ROYAL	1 kg	70	R	R
16	BEANS BAKED	GOLDCREST	3.06KG	100	R	R
17	BEANS BAKED IN TOMATO SAUCE	KOO	3.06KG	300	R	R
18	BEANS BUTTER	KOO	3KG	200	R	R
19	BEANS BUTTER IN BRINE	KOO	3.06KG	50	R	R
20	BEANS GREEN CROSS CUT	KOO	2.95KG	50	R	R
21	BEANS RED KIDNEY	KOO	2.6KG	200	R	R
22	BEANS RED KIDNEY	LIBERTY SELECT	2.6KG	50	R	R
23	BEANS RED KIDNEY	GOLD CREST	2.55KG	50	R	R
24	BEANS SUGAR RED SPECKLED	LION	2KG	50	R	R
25	BEANS SUGAR RED SPECKLED	IMBO	500GR	50	R	R
26	BICARBONATE OF SODA	ROBERTSONS	1KG	30	R	R
27	BICRBONATE OF SODA	MOIRS	500GR	20	R	R
28	BICARBONATE OF SODA	LIBERTY SELECT	1KG	20	R	R
29	BISCUIT CHOICE ASSORTED	BAKERS	2KG	48	R	R
30	BISCUIT CHOICE ASSORTED	BAKERS	200GR	20	R	R
31	BISCUIT EET SUM MORE	BAKERS	200GR	20	R	R
32	BISCUIT LEMON CREAMS RED LABEL	BAKERS	200GR	20	R	R
33	BISCUIT ROMANY CREAMS	PYOTTS	200GR	20	R	R
34	BISCUIT TENNIS	BAKERS	200GR	500	R	R
35	BUISCUIT PROVITA	BAKERS	500GR	50	R	R
36	BUI5CUITS BOUDOIR (LADY FINGER)	BAKERS	200GR	500	R	R
37	BISCUITS SNACKTIME	BAKERS	800GR	20	R	R
38	BREADCRUMBS	LIBERTY SELECT	1KG	50	R	R
39	BROQUETTES	LION	9KG	500	R	R
40	BRIQUETTES	CHARKA	9KG	500	R	R
41	BROOM HOUSEHOLD COMPLETE (STEEL HANDLE)	ACADEMY	EACH	20	R	R
42	BROOM INDUSTRIAL COMPLETE (STEEL HANDLE)	ACADEMY	EACH	20	R	R
43	CAP MOP WHT DISPOSABLE	HOUSEBRAND	100S	100	R	R
44	CAPERS IN BRINE	LIBERTY	1KG	10	R	R
45	CARAMEL TREAT 1041	NESTLE	360GR	200	R	R
46	CEREAL	WEET-BIX	900GR	20	R	R
47	CEREAL ALL BRAN FLAKES CATERING BAG	KELLOGGS	1.KG	10	R	R
48	CEREAL CORN FLAKES	KELLOGGS	1KG	10	R	R
49	CEREAL CORN FLAKES CATERING BAG	KELLOGGS	1.2KG	10	R	R
50	CEREAL MABELA	NOLA	10KG	10	R	R
51	CEREAL MUESLI TROPICAL	JUNGLE	1KG	50	R	R
52	CEREAL MUESLI GRANOLA	JUNGLE	1KG	50	R	R
53	CEREAL INSTANT OATS	JUNGLE	1KG	50	R	R
54	CEREAL OATS ROLLED	JUNGLE	1KG	10	R	R
55	CEREAL ORIGINAL	PRONUTRO	500GR	10	R	R
56	CEREAL REGULAR	MALABELLA	1KG	10	R	R
57	CHARCOAL WOOD	CHARKA	5KG	200	R	R

58	CHICK PEAS	RHODES	410GR	500R	R
59	CHIPS CHEESE	NIKNAKS	55GR	1000R	R
60	CHIPS CHEESE & ONION	SIMBA	36GR	1000R	R
61	CHIPS LIGHTLY SALTED	LAYS	36GR	1000R	R
62	CHIPS MEXICAN CHILLI	SIMBA	36GR	1000R	R
63	CHIPS MRS BALLS CHUTNEY	SIMBA	36GR	1000R	R
64	CHIPS SALT & VINEGAR	SIMBA	36GR	1000R	R
65	CHIPS SALT & VINEGAR	LAYS	36GR	1000R	R
66	CHIPS SMOKED BEEF	SIMBA	36GR	1000R	R
67	CHIPS SOUR CREAM CARIBEAN ONION AND BALSAMIC VINEGAR	LAYS	36GR	1000R	R
68	CHIPS SPRING THAI SWEET CHILLIE	LAYS	36GR	1000R	R
69	CHIPS SPRING SWEET AND SMOKEY AMERICAN BABERQUE	LAYS	36GR	1000R	R
70	CHIPS SPRING SALTED	LAYS	36GR	1000R	R
71	CHIPS SPRING ONION & CHEESE	LAYS	36GR	1000R	R
72	CHIPS CHEESE SUPREME	DORITOS	45GR	1000R	R
73	CHIPS SEET CHILLIE	DORITOS	45GR	1000R	R
74	CHIPS SWEET CHILLIE	FRITOS	54GR	1000R	R
75	CHIPS TOAMATO	FRITOS	54GR	1000R	R
76	CHOCOLATE 4 FINGER	KITKAT	48S	1000R	R
77	CHOCOLATE BAR ONE	BAR ONE	24X100GR	1000R	R
78	CHOCOLATE CHUNKY	AERO	40X38GR	1000R	R
79	CHOCOLATE COOKING DARK SLABS	LIBERTY SELECT	1KG	20R	R
80	CHOCOLATE COOKING WHITE SLABS	LIBERTY SELECT	1KG	20R	R
81	CHOCOLATE LARGE	BAR ONE	40X55GR	1000R	R
82	CHOCOLATE LUNCH BAR LARGE	CADBURY	40S	1000R	R
83	CHOCOLATE MILK	AERO	40X38GR	1000R	R
84	CHOCOLATE SLAB WHOLENUT	CADBURY	80GR	100R	R
85	CHOCOLATE SLAB TOP DECK	CADBURY	80GR	100R	R
86	CHOCOLATE MINT CRISP	CADBURY	80GR	100R	R
87	CHOCOLATE PEPPERMINT CRISP	NESTLE	150G	100R	R
88	CHOCOLATE MINT	AERO	40X38GR	100R	R
89	CHOCOLATE PS LARGE	CADBURY	40S	100R	R
90	CHOCOLATE	FERERRO ROCHER	200GR	100R	R
91	CHOCOLATE SALTED CARAMEL	LINDTH LINDOR	200GR	50R	R
92	CHOCOLATE HAZEL NUT	LINDTH LINDOR	200GR	50R	R
93	CHOCOLATE ASSORTED	LINDTH LINDOR	200GR	50R	R
94	CHUTNEY CATERING	COOKING WITH	5LT	50R	R
95	CHUTNEY FRUIT	QUINNS	5LT	50R	R
96	CHUTNEY FRUIT	MRS BALLS	3KG	50R	R
97	CHUTNEY HOT	MRS BALLS	470GR	50R	R
98	CHUTNEY ORIGINAL MILD	MRS BALLS	3KG	50R	R
99	CHUTNEY ORIGINAL MILD	MRS BALLS	470GR	50R	R
100	CLOTH CLEANING FOLDED X80 BLUE	WYPALL	25SX350X420MM	200R	R
101	CLOTH CLEANING FOLDED X80 GREEN	WYPALL	25SX350X420MM	200R	R
102	CLOTH CLEANING FOLDED X80 YELLOW	WYPALL	25SX350X420MM	200R	R
103	CLOTH JUMBO FABRIC BLUE	KIMBLCLARK	250MMX400M	52R	R
104	CLOTH MUTTON ROLL	ACADEMY BRUSHWARE	400GR	100R	R
105	COCOA POWDER	LIBERTY SELECT	1KG	20R	R
106	COCONUT FINE	BESTNUT	1KG	20R	R
107	COCONUT MILK	LIBERTY	400ML	500R	R
108	COFFEE CLASSIC STICKS	NESCAFE	200X1.8GR	10R	R
109	COFFEE INSTANT	RICOFFY	750GR	50R	R
110	COFFEE INSTANT STICKS	RICOFFY	200X2.7GR	10R	R
111	COFFEE SELECT DECAF STICKS	NESCAFE	200X1.8GR	10R	R
112	COFFEE INSTANT STICKS	JACOBS	200X1.8GR	20R	R
113	COFFEE CAPACHINO	NESCAFE	100X18GR	20R	R
114	DRINK INSTANT CHOCOLATE HOT INSTANT STICKS	NESTLE	200X 25G	10R	R
115	CORNFLOUR	MAIZENA	5KG	200R	R
116	CORNFLOUR	MAIZENA	500GR	200R	R
117	CREAMER	ELLIS BROWN	1KG	20R	R
118	CREAMER	ELLIS BROWN	200X4GR	10R	R
119	CREAMER IN CARTON	CREMORA	1KG	20R	R
120	CREAMER SINGLESERVE	CREMORA	200X4GR	10R	R
121	CREME BRULEE	CARTE DOR	1KG	100R	R
122	CUP CAKE PAPER PLAIN NO 14	CHIPBAKE	1000S	10R	R
123	CUP COFFEE RIPLE WRAPPED	OTH	1000X250ML	10R	R
124	CUP FOAM INSULKUP	HUHTAMAKI	1000X250ML	20R	R
125	CUSTARD POWDER	HINDS	2.5KG	520R	R
126	CUSTARD POWDER	CARTE DOR	2.5KG	100R	R
127	DETERGENT WASHING POWDER M/ACTIVE	OMO	1KG	10R	R
128	DETERGENT WASHING POWDER REG	OMO	2KG	10R	R
129	DOYLEY PAPER PLAIN	HOUSE BRAND	250X228MM	20R	R
130	DOYLEY PAPER PLAIN	HOUSE BRAND	250X4.5MM	20R	R
131	DRESSING SALAD 1000 ISLAND	KNORR	340ML	750R	R
132	DRESSING SALAD CREAM SACHET	KNORR	180S	20R	R
133	DRESSING SALAD FRENCH	KNORR	340ML	750R	R
134	DRESSING SALAD FRENCH LITE	KNORR	340ML	750R	R
135	DRESSING SALAD RANCH	KNORR	340ML	750R	R
136	CUSTARD POWDER	CARTE DOR	2.5KG	100R	R
137	DETERGENT WASHING POWDER M/ACTIVE	OMO	1KG	10R	R
138	DETERGENT WASHING POWDER REG	OMO	2KG	10R	R
139	DOYLEY PAPER PLAIN	HOUSE BRAND	250X228MM	20R	R
140	DOYLEY PAPER PLAIN	HOUSE BRAND	250X4.5MM	20R	R
141	DRESSING SALAD 1000 ISLAND	KNORR	340ML	750R	R
142	DRESSING SALAD CREAM SACHET	KNORR	180S	20R	R
143	DRESSING SALAD FRENCH	KNORR	340ML	750R	R

144	DRESSING SALAD FRENCH LITE	KNORR	340ML	750	R	R
145	DRESSING SALAD RANCH	KNORR	340ML	750	R	R
146	DRESSING SALAD BLUE CHEESE	KNORR	340ML	750	R	R
147	DRESSING SALAD FRENCH NO OIL	MAGGI	2LT	100	R	R
148	DRESSING SALAD GREEK	KNORR	340ML	750	R	R
149	DRESSING SALAD GREEK NO OIL	MAGGI	2LT	100	R	R
150	DRESSING SALAD ITALIAN	KNORR	340ML	750	R	R
151	DRESSING SALAD ITALIAN NO OIL	MAGGI	2LT	100	R	R
152	DRESSING SALAD LOW OIL	C&B	20KG	104	R	R
153	DRINK	COCA COLA	300ML	24000	R	R
154	DRINK	COKE - NO SUGAR	330ML	24000	R	R
155	DRINK	KE - NO SUGAR NO CAFFEI	330ML	24000	R	R
156	DRINK	SPRITE	300ML	24000	R	R
157	DRINK	SPRITE - ZERO	330ML	24000	R	R
158	DRINK	IRON BREW	300ML	24000	R	R
159	DRINK APPLE SPARKLING CANS	APPLETISER	300ML	24000	R	R
160	DRINK GRAPE SPARKLING RED CAN	GRAPETISER	300ML	24000	R	R
161	DRINK CREME SODA	SPARLETTA	300ML	24000	R	R
162	DRINK GINGER BEER	STONE	300ML	24000	R	R
163	DRINK GINGER BEER	STONE ZERO	330ML	24000	R	R
164	DRINK GRANADILLA TWIST	SCHWEPPES	300ML	24000	R	R
165	DRINK GRAPE	FANTA	300ML	24000	R	R
166	DRINK GRAPE	FANTA - ZERO	330ML	24000	R	R
167	DRINK GRAPE SPARKLING RED CAN	GRAPETISER	300ML	24000	R	R
168	DRINK LEMON	TWIST	330ML	24000	R	R
169	DRINK LITE	COCA COLA	330ML	24000	R	R
170	DRINK ORANGE	FANTA	330ML	24000	R	R
171	DRINK PINEAPPLE	FANTA	330ML	24000	R	R
172	DRINK PINEAPPLE	FANTA	500ML	24000	R	R
173	DRINK SPARBERRY	SPARLETTA	330ML	24000	R	R
174	DRINK ZERO	COCA COLA	330ML	24000	R	R
175	DRINK ZERO	SPRITE	330ML	24000	R	R
176	EGGS MEDIUM	NEW LAID	360 X BOX	2000	R	R
177	ESSENCE VANILLA	ROBERTSONS	500ML	50	R	R
178	ESSENCE VANILLA	MOIRS	1LT	25	R	R
179	ESSENCE LEMON	ROBERTSONS	500ML	25	R	R
180	FIRELIGHTER	BLITZ	500GR	200	R	R
181	FLOUR CAKE FLOUR	GOLDEN CLOUD	10KG	100	R	R
182	FLOUR CAKE FLOUR	SNOWFLAKE	10KG	100	R	R
183	FLOUR SELF RAISING	SNOWFLAKE	2.5KG	100	R	R
184	FLOUR WHEAT	SNOWFLAKE	10KG	10	R	R
185	FOIL ALUMINIUM HEAVY DUTY	LIBERTY SELECT	70MX440MM	104	R	R
186	FOIL ALUMINIUM LIGHT DUTY	LIBERTY SELECT	70MX440MM	10	R	R
187	FOMO 2 OVAL	NAMPAK	200S	100	R	R
188	FOMO 30	NAMPAK	75S	50	R	R
189	FOMO 40 DINNER 2 DIVISION	NAMPAK	75S	6000	R	R
190	FOMO 40E	NAMPAK	75S	300	R	R
191	FOMO 41E	NAMPAK	75S	300	R	R
192	FOMO 53	NAMPAK	75S	300	R	R
193	FOMO 60	NAMPAK	250S	300	R	R
194	FOMO 69	NAMPAK	250S	300	R	R
195	KNIVES PLASTIC WHITE	ARO	250S	6000	R	R
196	DESSERT CUPS CONTAINERS CLEAR	ARO	250S	20	R	R
197	FRUIT C APPLES PIE	KOO	2.72KG (810)	36	R	R
198	FRUIT C APRICOT HALVES	KOO	3.06KG	36	R	R
199	FRUIT C CHERRIES BLACK PITTED	GOLDCREST	425GR	36	R	R
200	FRUIT C CHERRIES MARASCHINO WITH STALK	MOIRS	925GR	36	R	R
201	FRUIT C CHERRIES WHOLE RED	MOIRS	1KG	36	R	R
202	FRUIT C FRUIT COCKTAIL	KOO	3.06KG	100	R	R
203	FRUIT C FRUIT COCKTAIL	RHODES	3.06KG	100	R	R
204	FRUIT C FRUIT COCKTAIL IN SYRUP	KOO	3KG	100	R	R
205	FRUIT C GRANADILLA PULP	GOLDCREST	110GR	50	R	R
206	FRUIT C GUAVA HALVES	KOO	3.06KG	36	R	R
207	FRUIT C PEACH HALVES	KOO	3.06KG	36	R	R
208	FRUIT C PEACH HALVES	GOLDCREST	3.06KG	36	R	R
209	FRUIT C PEACH HALVES	RHODES	3.06KG	36	R	R
210	FRUIT C PEACH HALVES IN SYRUP	KOO	3KG	36	R	R
211	FRUIT C PEACH SLICES	GOLDCREST	3.06KG	36	R	R
213	FRUIT C PEACH SLICES	RHODES	3.06KG	36	R	R
214	FRUIT C PEACH SLICES IN SYRUP	KOO	3KG	36	R	R
215	FRUIT C PEAR HALVES	KOO	3.06KG	36	R	R
216	FRUIT C PEAR HALVES	GOLDCREST	3.06KG	36	R	R
217	FRUIT C PEAR HALVES	RHODES	3.06KG	36	R	R
218	FRUIT C PEAR HALVES IN SYRUP	KOO	3KG	36	R	R
219	FRUIT C PIE FILL BLUEBERRY	CATERCORP	3KG	36	R	R
220	FRUIT C PIE FILL STRAWBERRY	CHIPBAKE	2.8KG	36	R	R
221	FRUIT C PINEAPPLE PIECES	RHODES	3.06KG	36	R	R
222	FRUIT C PINEAPPLE RINGS	RHODES	3.06KG	36	R	R
223	FRUIT D DATES PITTED	BESTNUT	1KG	100	R	R
224	FRUIT D DATES PITTED	LIBERTY SELECT	1KG	100	R	R
225	FRUIT D MIXED STD	LIBERTY SELECT	1KG	100	R	R
226	FRUIT D MIXED STD	SAFARI	500GR	100	R	R
227	FRUIT D PRUNES PITTED	SAFARI	500GR	100	R	R
228	FRUIT D RAISINS SEEDLESS	SAFARI	500GR	100	R	R
229	FRUIT D RAISINS SEEDLESS	SAFARI	1KG	100	R	R
230	FRUIT D RAISINS STANDARD	LIBERTY SELECT	1KG	100	R	R
231	FUEL CHAFER SPIRIT JELLY	HARDINGS	24X250ML	24	R	R

232	FUEL CHAFER SPIRIT JELLY	HARDINGS	5LT	20	R	R
233	GELATINE LEAF	GELITA	1KG	10	R	R
234	GELATINE POWDER	LIBERTY	1KG	10	R	R
235	GLOVES DISPOSABLE	LIBERTY SELECT	100S	50	R	R
236	HAT CHEFS DISPOSABLE PLAIN	OTH	50S	2	R	R
237	HERBS DRY BASIL	ROBERTSON	TUB	100	R	R
238	HERBS DRY MIXED	ROBERTSON	TUB	100	R	R
239	HERBS DRY PARSLEY	ROBERTSON	TUB	100	R	R
240	HERBS DRY ROSEMARY	ROBERTSON	TUB	100	R	R
241	HERBS DRY THYME	ROBERTSON	TUB	100	R	R
242	HERBS DRY CHILLI FLAKES	ROBERTSON	TUB	100	R	R
243	HERBS DRY GARLIC FLAKES	ROBERTSON	TUB	100	R	R
244	HONEY PORTION PACK	ALL GOLD	200X14GR	5	R	R
245	HONEY PURE MULTIFLORA SQUEEZE	FOR THE TABLE	500GR	50	R	R
246	INSECTICIDE ODOURLESS	DOOM	300ML	24	R	R
247	INSTANT CHEESECAKE MIX	CARTE DOR	1KG	150	R	R
248	INSTANT CHOCOLATE	CARTE DOR	6X500GR	150	R	R
249	INSTANT STRAWBERRY	CARTE DOR	6X500GR	150	R	R
250	INSTANT TIRAMISU	CARTE DOR	1KG	150	R	R
251	JAM APRICOT PORTIONS	ALL GOLD	200X15GR	5	R	R
252	JAM APRICOT PORTIONS	RHODES	200X15GR	5	R	R
253	JAM APRICOT SUPERFINE	ALL GOLD	3.75KG	20	R	R
254	JAM ASSORTED PORTIONS	RHODES	200X15GR	5	R	R
255	JAM MARMALADE PORTIONS	ALL GOLD	200X15GR	5	R	R
256	JAM MARMALADE SEVILLE	ALL GOLD	3.75KG	5	R	R
257	JAM STRAWBERRY	ALL GOLD	3.75KG	5	R	R
258	JELLY ASSORTED	CARTE DOR	8X500GR	150	R	R
259	JELLY ASSORTED	TRI STAR	6X500GR	150	R	R
260	JELLY GREENGAGE	CARTE DOR	4X500GR	150	R	R
261	JELLY STRAWBERRY	CARTE DOR	4X500GR	150	R	R
262	JUICE BREAKFAST PUNCH	LIQUI FRUIT	250ML	5000	R	R
263	JUICE BREAKFAST PUNCH	LIQUI FRUIT	330ML	10 000	R	R
264	JUICE CLEAR APPLE 100%	LIQUI FRUIT	250ML	5000	R	R
265	JUICE CLEAR APPLE 100%	LIQUI FRUIT	330ML	10 000	R	R
266	JUICE CRANBERRY COOLER	LIQUI FRUIT	250ML	5000	R	R
267	JUICE BREAKFAST PUNCH 100%	FRUIT TREE	250ML	5000	R	R
268	JUICE BREAKFAST PUNCH 100%	FRUIT TREE	330ML	10 000	R	R
269	JUICE CLEAR APPLE 100%	FRUIT TREE	250ML	5000	R	R
270	JUICE CLEAR APPLE 100%	FRUIT TREE	330ML	10 000	R	R
271	JUICE CRANBERRY COOLER 100%	FRUIT TREE	250ML	3000	R	R
272	JUICE ENERGY DRINK	RED BULL	250ML	5000	R	R
273	JUICE ENERGY DRINK	RED BULL	375ML	5000	R	R
274	JUICE ENERGY DRINK NO SUGAR	RED BULL	375ML	2500	R	R
275	JUICE ENERGY DRINK ASSORTED	ENERGADE	500ML	75000	R	R
276	JUICE GRANADILLA CONCENTRATE 1:6	HALLS	5LT	20	R	R
277	JUICE LEMON	QUINNS	2LT	20	R	R
278	JUICE LEMON	LECOL	2LT	20	R	R
279	JUICE LEMON 100% PURE	LECOL	500ML	50	R	R
280	JUICE 100% ASSORTED	LIQUI FRUIT	250ML	7500	R	R
281	JUICE 100% ASSORTED	LIQUI FRUIT	330ML	10 000	R	R
282	LENTILS BLACK	IMBO	500GR	50	R	R
283	LENTILS RED	IMBO	500GR	50	R	R
284	LID PLASTIC CLEAR	ZIBO	500S	1000	R	R
285	GUN LIGHTER	LION	10S	10	R	R
286	MAYONNAISE	C&B	20KG	50	R	R
287	MAYONNAISE REDUCED OIL	FINE FOODS	20KG	50	R	R
288	MEALIE POLENTA	AGNESI	500GR	50	R	R
289	MEALIE MEAL	IWISA	10KG	800	R	R
290	MEALIE MEAL SUPER	WHITE STAR	12.5KG	800	R	R
291	MEALIE MEAL SUPER	ACE	12.5KG	800	R	R
292	MEALIE MEAL SUPER POLY	IWISA	50KG	100	R	R
293	MEALIE MEAL SUPER POLY	IWISA	12.5KG	100	R	R
294	MEALIE RICE	IWISA	10KG	50	R	R
295	MEALIE SAMP	IWISA	10KG	312	R	R
296	MILK CONDENSED	CLOVER	385GR	100	R	R
297	MILK CONDENSED SWEETENED	NESTLE	385GR	100	R	R
298	MILK EVAPORATED	IDEAL	380GR	100	R	R
299	MILK LONG LIFE FULL CREAM	CLOVER	1LT	4000	R	R
300	MOP FAN HANDLE METAL	GEERPRES	1.5MX25MM	10	R	R
301	MOP HEAD	GEERPRES	EACH	50	R	R
302	MOP HEAD WRINGER INDUSTRIAL 13602	LOUS	EACH	10	R	R
303	MOUSSE CHOCOLATE	CARTE DOR	1KG	100	R	R
304	MUSHROOMS PIECES & STEMS	DENNY	2.84KG	100	R	R
305	MUSHROOMS PIECES & STEMS	GOLDCREST	2.84KG	100	R	R
306	MUSTARD	QUINNS	5LT	50	R	R
307	MUSTARD DIJON	DIJONA	5KG	50	R	R
308	MUSTARD HOT ENGLISH	COLMANS	168G	50	R	R
309	MUSTARD WHOLEGRAIN	COLMANS	156G	50	R	R
310	MUSTARD SACHETS	LIQUIPAK	400S	72	R	R
311	NECTAR FRUIT COCKTAIL PAS 100%	MAGALIES	5LT	12	R	R
312	NECTAR GUAVA BURST 100%	MAGALIES	5LT	12	R	R
313	NECTAR ORANGE BURST 100%	MAGALIES	5LT	12	R	R
314	NECTAR ORANGE PAS 100%	MAGALIES	5LT	12	R	R
315	NUTS ALMOND GROUND	LIBERTY SELECT	1KG	100	R	R
316	NUTS ALMONDS FLAKED	LIBERTY SELECT	1KG	24	R	R
317	NUTS CASHEW PLAIN	OTH	1KG	24	R	R
318	NUTS MIXED ROASTED & SALTED	LIBERTY SELECT	1KG	50	R	R

319	NUTS PEANUTS & RAISINS	SIMBA	50GR	1000	R	R
320	NUTS WHOLENUT	LIBERTY SELECT	1KG	10	R	R
321	OIL AVOCADO	B-WELL	300ML	10	R	R
322	OIL COCONUT	B-WELL	1kg	24	R	R
323	OIL COOK & BAKE NON STICK	B-WELL	300ML	60	R	R
324	OIL NON-STICK SPRAY & COOK	COLMANS	300ML	60	R	R
325	OIL OLIVE EXTRA VIRGIN	CHEF	1LT	20	R	R
326	OIL OLIVE EXTRA VIRGIN	CHEFS CLASSIQUE - PL	1LT	20	R	R
327	OIL SESAME	SUI HING HONG	190ML	6	R	R
328	OIL PEANUT	WILSONS	1LT	6	R	R
329	OIL SUNFLOWER PREMIUM	CRISPA GOLD	20LT	600	R	R
330	OLIVES BLACK	GOLDCREST	A10	100	R	R
331	OLIVES BLACK PITTED	DELICIAS	A10	100	R	R
332	OLIVES BLACK PITTED	EDITERRANEAN DELICACIE	A10	100	R	R
333	OLIVES BLACK STAVROS 1504	TUNA MARINE	3.05KG	100	R	R
334	OLIVES CALAMATA	EDITERRANEAN DELICACIE	2.5KG	400	R	R
335	OLIVES CALAMATA STAVROS	TUNA MARINE	3.05KG	100	R	R
336	OLIVES GREEN STUFFED PIMENTO	LIBERTY SELECT	A10	100	R	R
337	PADS SCOURING 88 H/DUTY BLUE	3M	5X200GR	100	R	R
338	PADS SCOURING 96 L/DUTY GREEN	3M	10S	100	R	R
339	PAPER GREASEPROOF REAMS +/-200	OTH	2KG	10	R	R
340	PASTA FUSILLI SCREWS	PASTA GRANDE	500GR	1000	R	R
341	PASTA FUSILLI SCREWS	FATTIS & MONIS	500GR	1000	R	R
342	PASTA LASAGNE WITH EGG	VALDIGRANO	500GR	300	R	R
343	PASTA LASAGNE PLAIN	SERENA	500GR	300	R	R
344	PASTA LINGUINE	FATTIS & MONIS	500GR	300	R	R
345	PASTA MACARONI	FATTIS & MONIS	500GR	960	R	R
346	PASTA MACARONI	FIXTRADE	10KG	240	R	R
347	PASTA MACARONI	FATTIS & MONIS	500GR	500	R	R
348	PASTA MACARONI	FATTIS & MONIS	1KG	100	R	R
349	PASTA MACARONI ELBOW	FATTIS & MONIS	500GR	100	R	R
350	PASTA PENNE RIGATE QUILLS	FATTIS & MONIS	500GR	100	R	R
351	PASTA SHELLS	PASTA GRANDE	500GR	100	R	R
352	PASTA SHELLS SMALL	FATTIS & MONIS	500GR	100	R	R
353	PASTA SPAGHETTI	FIXTRADE	10KG	50	R	R
354	PASTA SPAGHETTI	FATTIS & MONIS	500GR	100	R	R
355	PASTA SPAGHETTI	FATTIS & MONIS	1KG	100	R	R
356	PASTA SPAGHETTI WHOLEWHEAT	FATTIS & MONIS	500GR	100	R	R
357	PASTA TAGLIATELLE	FATTIS & MONIS	500GR	100	R	R
358	PASTA TAGLIATELLE NO81	RISCOSSA	500GR	100	R	R
359	PEAS CHICK TINNED	KOO	400GR	100	R	R
360	PICKLES CUCUMBER DILL WHOLE	PAKCO	3.06KG	100	R	R
361	PICKLES GHERKINS COCKTAIL	GOLDCREST	2KG	100	R	R
362	PILCHARDS IN TOMATO SAUCE	LUCKY STAR	400GR	100	R	R
363	QUINNOA	HOUSEBRAND	1KG	50	R	R
364	RICE BASMATI	HOUSEBRAND	10KG	50	R	R
365	RICE BROWN OLD MILL STREAM	TASTIC	2KG	100	R	R
366	RICE COUSCOUS	TASTIC	1KG	100	R	R
367	RICE PARBOILED	TASTIC	10KG	2700	R	R
368	RICE RISSOTO	SERENA	1KG	10	R	R
369	RUSKS BUTTERMILK	OUMA	500GR	50	R	R
370	RUSKS MUESLIE	BAKERS	500GR	50	R	R
371	SALT FINE IODINE	CEREBOS	1KG	1000	R	R
372	SALT SACHETS	OTH	1000S	408	R	R
373	SAUCE APPLE	KOO	400ML	100	R	R
374	SAUCE BARBEQUE PROFESSIONAL	KNORR	2LT	624	R	R
375	SAUCE BARBEQUE	QUINNS	5LT	312	R	R
376	SAUCE CHILLI PROSESSIONAL	KNORR	2LT	350	R	R
377	SAUCE CHILLI	QUINNS	5LT	125	R	R
378	SAUCE CLASSIC WHITE	KNORR	1KG	100	R	R
379	SAUCE DEMI GLACE	KNORR	800GR	200	R	R
380	SAUCE HAMBURGER	QUINNS	5LT	125	R	R
381	SAUCE MUSTARD	ALL JOY	2LT	125	R	R
382	SAUCE MUSTARD	FINE FOODS	2LT	75	R	R
383	SAUCE MONKEY GLAND	QUINNS	5LT	312	R	R
384	SAUCE PERI PERI	QUINNS	5LT	125	R	R
385	SAUCE PERI PERI	KNORR	2LT	125	R	R
386	SAUCE PERI PERI MILD	NANDOS	250ML	100	R	R
387	SAUCE PREGO	KNORR	5LT	250	R	R
388	SAUCE SOYA	QUINNS	5LT	50	R	R
389	SAUCE SWEET & SOUR	KNORR	2LT	125	R	R
390	SAUCE SWEET & SOUR	QUINNS	5LT	75	R	R
391	SAUCE SWEET CHILLI	WELLINGTONS	2LT	624	R	R
392	SAUCE SWEET CHILLI MILD	THAI	2LT	75	R	R
393	SAUCE TOMATO	ALL GOLD	4.5LT	210	R	R
394	SAUCE ULTRA MEL	DANONE	1LT	400	R	R
395	SAUCE TOMATO SACHETS	ALL GOLD	400S	10	R	R
396	SAUCE WORCESTER	QUINNS	5LT	100	R	R
397	SAUCE WORCESTERSHIRE	LAZENBY	5LT	100	R	R
398	SEEDS CHAI		1KG	10	R	R
399	SEEDS SESEME BLACK		1KG	10	R	R
400	SEEDS SESEME WHITE		1KG	10	R	R
401	SEEDS CUMIN		1KG	10	R	R
402	SEEDS FENNEL		1KG	10	R	R
403	SEEDS POPPY		1KG	10	R	R
404	SEEDS PUMPKIN		1KG	10	R	R
405	SCOURER POT DOUBLE TIE	WAXO	36S	5	R	R

406	SCOURER POT SINGLE TIE	KIMLYN	36S	5R		R
407	SCOURER POT SINGLE TIE	OTH	36S	5R		R
408	SEASONING CHICKEN PORTUGUESE TUB	ROBERTSONS	1KG	100R		R
409	SERVETTES PAPER WHITE 1PLY	NAMPAK	1000SX300X300MM	100R		R
410	SERVETTES PAPER WHITE 2PLY	NAMPAK	1000SX330X330MM	100R		R
411	SPICE THAI GREEN PASTE	MAY PLOY	1KG	50R		R
412	SPICE THAI RED PASTE	MAY PLOY	1KG	50R		R
413	SPICE AROMAT	KNORR	1KG	100R		R
414	SPICE AROMAT	KNORR	5 KG	20R		R
415	SPICE BARBEQUE JIKELELE	ROBERTSONS	1KG	100R		R
416	SPICE BAYLEAVES	ROBERTSONS	100GR	100R		R
417	SPICE BAYLEAVES	CATERCHOICE	1KG	25R		R
418	SPICE CAJUN TUB	ROBERTSONS	1KG	100R		R
419	SPICE CLOVES	ROBERTSONS	1KG	20R		R
420	SPICE CARDAMON SEEDS	ROBERTSONS	1KG	10R		R
421	SPICE FIVE SPICE MIX		1KG	10R		R
422	SPICE BRIYANI MIX		1KG	10R		R
423	SPICE CORRIANDER	ROBERTSONS	1KG	20R		R
424	SPICE CUMIN	ROBERTSONS	1KG	20R		R
425	SPICE CHICKEN	ROBERTSONS	1KG	200R		R
426	SPICE CHICKEN PORTUGUESE	ROBERTSONS	1KG	200R		R
427	SPICE CHICKEN SPECIALITY SEASONING	ROBERTSONS	1KG	200R		R
428	SPICE CHIP & POTATO SEASONING TUB	ROBERTSONS	1KG	600R		R
429	SPICE CINNAMON STICKS	ROBERTSONS	600GR	20R		R
430	SPICE CINNAMON GROUND TUB	ROBERTSONS	600GR	20R		R
431	SPICE CURRY POWDER ALL IN ONE	ROBERTSONS	1KG	100R		R
432	SPICE CURRY POWDER MEDIUM	ROBERTSONS	1KG	100R		R
433	SPICE FISH	ROBERTSONS	1KG	200R		R
434	SPICE FISH SPECIALITY SEASONING	ROBERTSONS	1KG	200R		R
435	SPICE GARLIC & HERB	ROBERTSONS	800GR	100R		R
436	SPICE GINGER	ROBERTSONS	700GR	20R		R
437	SPICE LEMON & HERB	ROBERTSONS	800GR	200R		R
438	SPICE MEAT TENDERISER	ROBERTSONS	1KG	100R		R
439	SPICE MIXED HERBS TUBS	ROBERTSONS	200GR	100R		R
440	SPICE MIXED SPICE GROUND TUB	ROBERTSONS	800GR	20R		R
441	SPICE NUTMEG	ROBERTSONS	700GR	5R		R
442	SPICE PAPRIKA GROUND	ROBERTSONS	700GR	200R		R
443	SPICE PARSLEY	ROBERTSONS	300GR	100R		R
444	SPICE PEPPER BLACK WHOLE	ROBERTSONS	800GR	50R		R
445	SPICE PEPPER BLACK GROUND TUB	ROBERTSONS	800GR	50		R
446	SPICE PEPPER SACHETS	OTH	1000S	408	R	R
447	SPICE PEPPER WHITE WHOLE	ROBERTSONS	800GR	50	R	R
448	SPICE PEPPER WHITE GROUND TUB	ROBERTSONS	800GR	100	R	R
449	SPICE PEPPERCORN BLACK COARSE TUB	ROBERTSONS	800GR	50	R	R
450	SPICE PERI PERI TUB	ROBERTSONS	700GR	50	R	R
451	SPICE POWDER CURRY HOT	RAJAH	800GR	100	R	R
452	SPICE POWDER CURRY MEDIUM	RAJAH	800GR	100	R	R
553	SPICE ROSEMARY WHOLE	CATERERS CHOICE	250GR	100	R	R
454	SPICE SAVOURY RICE TUB	ROBERTSONS	1KG	200	R	R
455	SPICE STEAK & CHOP SPECIALITY SEASONING	ROBERTSONS	1KG	100	R	R
456	SPICE STARANISE	ROBERTSONS	1KG	10	R	R
457	SPICE TURMERIC GROUND TUB	ROBERTSONS	800GR	100	R	R
458	SPICE VEGGIE	ROBERTSONS	1KG	100	R	R
459	SPOON DESSERT PLASTIC WHITE	OTH	250S	1500	R	R
460	SPREAD BEEF EXTRACT	BOVRIL	250GR	200	R	R
461	SPREAD PEANUT BUTTER SMOOTH	YUM YUM	2.75KG	5	R	R
462	SPREAD PEANUT BUTTER SMOOTH	BLACK CAT	400GR	50	R	R
463	STOCK BEEF GRANULES	KNORR	1KG	150	R	R
464	STOCK CHICKEN GRANULES	KNORR	1KG	150	R	R
465	STOCK VEGETABLE GRANULES	KNORR	1KG	150	R	R
466	STRAWS MILKSHAKE	LINK PACKAGING	2000S	5	R	R
467	STRAWS WRAPPED	OTH	2500S	5	R	R
468	SUGAR BROWN	HULETTS	1KG	200	R	R
469	SUGAR BROWN	SELATI	1KG	200	R	R
470	SUGAR BROWN SACHETS 12KG	HULETTS	2000X6GR	5	R	R
471	SUGAR BROWN VHP SUNSWEET	SELATI	25KG	10	R	R
472	SUGAR CASTOR	LIBERTY SELECT	1KG	100	R	R
473	SUGAR GOLDEN BROWN	SELATI	1KG	10	R	R
474	SUGAR ICING	LIBERTY SELECT	1KG	100	R	R
475	SUGAR LIGHT BROWN VHP	HULETTS	25KG	10	R	R
476	SUGAR WHITE	HULETTS	1KG	100	R	R
477	SUGAR WHITE	HULETTS	2.5KG	100	R	R
478	SUGAR WHITE	SELATI	1KG	100	R	R
479	SUGAR WHITE	SELATI	25KG	50	R	R
480	SUGAR WHITE SACHETS	HULETTS	2000X6GR	5	R	R
481	SWEETENER POWDER STICKS	CANDEREL	1000X1GR	5	R	R
482	SWEETENER SACHETS	EQUISWEET	1000S	5	R	R
483	SWEETENER SACHETS STEVIA	SELATI	1000S	5	R	R
484	SWEETS ENDEARMINTS WRAPPED	CADBURY	1KG	50	R	R
485	SWEETS ENERGY BAR NUTS	JUNGLE	30S	200	R	R
485	SWEETS ENERGY BAR YOGHURT	JUNGLE	30S	200	R	R
487	SWEETS JELLY TEDDY	MAYNARDS	24X75GR	100	R	R

488	SWEETS JELLY TOTS	BEACON	40X41GR	100	R	R
489	SWEETS WINE GUMS MINI PRE-PACKS	MAYNARDS	24X75GR	100	R	R
490	TEA BAGS ENGLISH BREAKFAST SACHETS	TWININGS	50X2GR	5	R	R
491	TEA BAGS LEMON SCENTED	TWININGS	25X2GR	5	R	R
492	TEA BAGS ROOIBOS	FRESHPAK	80S	50	R	R
493	TEA BAGS ROOIBOS	GLEN	80X2.5GR	50	R	R
494	TEA BAGS ROOIBOS ENVELOPE	FIVE ROSES	200X2GR	5	R	R
495	TEA BAGS TAGLESS	FIVE ROSES	100X2.5GR	50	R	R
496	TEA BAGS GREEN	FIVE ROSES	100X2.5GR	10	R	R
497	TEASPOON PLASTIC WHITE	OTH	500S	50	R	R
498	TOMATO & ONION MIX	ALL GOLD	3.06KG	624	R	R
499	TOMATO & ONION MIX BBQ	SHEBO	20LT	100	R	R
500	TOMATO & ONION MIX CHILLI	SHEBO	20LT	100	R	R
501	TOMATO ONION PRONTO	KNORR	A10	624	R	R
502	TOMATO PASTE	ALL GOLD	3.15KG	624	R	R
503	TONGS SCISSOR GRILL/BRAAI	BCE	400MM	100	R	R
504	TOOTHPICKS WRAPPED	OTH	1000S	100	R	R
505	TOWEL HAND BARREL ROLLED 1PLY	SCOTT	4X235X444MM	100	R	R
506	TUB PLASTIC BUDGETC-120-250BUD	ZIBO	250X250ML	2000	R	R
507	TUB PLASTIC CLEAR C127	ZIBO	500X250ML	2000	R	R
508	TUNA CHUNKS LIGHT MEAT IN BRINE	JOHN WEST	170GR	500	R	R
509	VINEGAR BALSAMIC BROWN	WELLINGTONS	500ML	100	R	R
510	VINEGAR RED WINE	WELLINGTONS	500ML	50	R	R
511	VINEGAR SACHETS	LIQUIPAK	400S	100	R	R
512	VINEGAR SPIRIT SACHETS	FINE FOODS	250S	100	R	R
513	VINEGAR WHITE 5%	QUINNS	5LT	50	R	R
514	VINEGAR WHITE IMITATION 5%	WELLINGTONS	5LT	50	R	R
515	WATER MINERAL STILL	VALPRE	500ML	20000	R	R
516	WRAP FOOD CLING FILM	CLING FILM	300MMX1400M	200	R	R
517	YEAST INSTANT DRY SACHETS RED	NCP	48X10GR	10	R	R
518	BROWN THRIFTYPAK MINI WITH PAPER TWIST HANDLES (200)	KRAFT PACKAGING	180mmx120mmx290mm	50	R	R
519	WHITE THRIFTYPAK WITH PAPER TWIST HANDLES (100)	KRAFT PACKAGING	280mmx150mmx360mm	50	R	R
520	TIN TIE RETAIL PAPER BAG WITH WINDOW – LARGE (400)	KRAFT PACKAGING	155mmx70mmx242mm	50	R	R
521	BROWN HANDYPAK WITH PAPER TWIST HANDLES (100)	KRAFT PACKAGING		100	R	R
522	590ml KRAFT LDPE Lined SALAD BOWLS (45)	KRAFT PACKAGING	149mmx131mmx51mm	100		
523	CLEAR PET MULTIFIT LID for 20/26/32oz KRAFT SALAD BOWL S	KRAFT PACKAGING	150mmx15mm	100		
524	1300ml KRAFT LDPE LINED SALAD BOWL (60)	KRAFT PACKAGING	148mmx160mmx70mm	100		
525	CORRUGATED SNACK BOX KRAFT (50)	KRAFT PACKAGING		100		
526	LARGE KRAFT SNACK BOX (50)	KRAFT PACKAGING		100		
527	KRAFT SALAD BOWL 500ML	KRAFT PACKAGING		100		
Sub Total				R		
Item	Description	Frequency	Unit	Quantity	Rate	Amount
Delivery Of Goods						
528	Delivery of Goods on a Weekly basis, all delivery costs to be included in the rate	Weekly	Return Trip	240		
Sub total				R		
TOTAL EXCLUDING VAT				R		

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Purchaser's Goods Information</i>	
C3.2	<i>Supplier's Goods Information</i>	
	Total number of pages	

C3.1: *PURCHASER'S* GOODS INFORMATION

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Overview and purpose of the *goods and services*

Matla intend to enter into a contract with the supplier to supply and delivery dry groceries, non-alcoholic and packaging on as when required basis for a period of 24 Months

Specification and description of the *goods*

SCOPE OF WORK

Matla Power Station intends to enter into a contract for the supply and delivery of dry groceries ,non-alcoholic and packaging on an as and when required basis for a period of 2 years with suitably qualified supplier.

1. Specifications

a) Supply and Delivery of dry groceries, non-alcoholic and packaging

Dry groceries, non-alcoholic and packaging are non and perishable foodstuff, therefore all steps in the production process, including packaging, storage and delivery, shall be performed with no unnecessary delay and under conditions that preclude the possibility of contamination, deterioration, or development of pathogenic and spoilage micro-organisms.

- Only products that are fit for human consumption will be accepted.
- Where feasible, products that are in season will be ordered.
- Goods must be transported in such a manner that does not cause any damage to the other goods products.
- Goods must be transported in a manner that does not compromise the quality of the product.
- All goods not delivered in an appropriate delivery vehicle will not be accepted.
- Orders are normally placed on a weekly basis and should be delivered within 48 hours of an official order being received. The supplier must notify the Matla Power Station Site Kitchen immediately if delivery will not happen within 24 hours.
- Delivery of goods will be inspected by the Matla Power Station staff for freshness and quality. An inspection form will be completed by the Matla Power Station and supplier representative confirming the quality and quantity of the goods delivered.
- The service provider is responsible for the labour arrangements at the time of delivery to offload and pack the goods in the Matla Power Station Site Kitchen designated stores.
- The team offloading the items must always be clean and neat for hygiene purposes.
- The instructions appearing on the official purchase order must be strictly adhered to and under no circumstances should the service provider deviate from such.
- Eskom Matla Power Station will be under NO obligation to accept any quantity more than the ordered quantity.
- **Only class 1 or Grade A products will be accepted.**

Shelf Life

- Upon delivery, dry goods, beverage f products must have at least 6-12 months shelf life before the date of expiry.

Return conditions.

- All products qualify to be returned if the quality of the product is not completely satisfactory.
- All products will be returned should it be defective.
- The supplier must have an accredited certificate that is approved by SANHA and the Muslim Council to supply products classified as Halaal.

b) Regulations

Suppliers must comply with: Compliance with National Legislation and Standards

The successful supplier shall comply with all applicable legislation(Acts and their regulations) and South African Standards (SANS), These include but not limited to:

- **Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No, 54 of 1972):** To control sale , manufacture and importation of foodstuff, cosmetics and disinfectants and to provide for incidental matters
 - **Local Municipality Regulations** (have certificate of acceptability).
 - **Occupational Health and Safety Act, 1993** (Act No.85 of 1993).
- SANS 10049:2019ED5.
- **ISO: 9001:2015/SANS 9001:2015** "Requirement for Quality Management Systems"
 - **ISO 14001:2015 / SANS 14001:2015** "Requirements for Environmental Management Systems"
 - **SANS 10330:2007** "Requirements for HACCP System"
 - **ISO 22000:2005** in a 3-year transition to **ISO 22000: 2018** "Food Safety Management Systems Requirements for any organization in the food chain"
 - **FSSC 22000:** "Food Safety Management System certification"
 - **SANS 10049: 2012** "Code of Practice Food Hygiene Management"
 - **SANS 10133:** "The application of pesticides in food handling, food processing and catering establishment.
 - **Government Notice No. R368 of 22 June 2018:** Governing general hygiene requirements for food premises, the transport of food and related matters. No persons must handle food or permit food to be handled on food premises in respect of which a valid certificate of acceptability has not been issued or is not in force by the local authority.
 - **Government Notice No. R186 of 22 February 2008.** Regulation relating the grading, packing, and marking of wheat products intended for sale in the republic of South Africa
 - **Agricultural Product Standards Acts, 1990 (Act No. 119 of 1990):** To provide for the control over the sale and export of certain agricultural products, control over the sale of certain imported agricultural products, control over related products and for matters connected with.
 - **The South African Food Labelling regulations (Government Notice R146 of 1 March 2010)**
 - **SANS 10049:2012 (SABS049): Food safety management** – Requirements for prerequisite programmes (PRPs)

Delivery Requirements

Vehicles used for the transportation shall meet the following requirements:

- Vehicles used for the transportation shall be clean, free from any odours, easy to clean, preferable weatherproof vehicle, and must be a covered vehicle or panel van
- No products will be loaded on an open vehicle.
- A purchase order will be issued to the *Contractor* with the required items and quantities.
- Deliveries will be once a week between Monday and Thursday.
- Deliveries will not be later than 14h00
- No deliveries on Friday and only pre-arranged deliveries on Friday before 10h00 (can be received
- Rates quoted should be quoted including all charges i.e. Transport, Loading & Unloading charges for Labour and the delivery to Matla Power Station Site Kitchen

:

2. Penalty for late deliveries.

Timeous delivery is of the utmost importance, and it is expected from the successful tenderer to treat any orders received as a priority and to inform Eskom if deliveries cannot be effected on time.

Supplier will be liable to 0.1% penalty per completed days(24hours) of delay.

3. Special Deliveries - Emergency hours

In case of emergencies the supplier will be required to be available on a 24-hour basis and be able to deliver at short notice.

Supplier to provide the name of a contact person and contact details in case of emergencies.

DELIVERY ADDRESS

- SITE INFORMATION: Matla Power Station is situated in Kriel, being just over 17 km from Kriel town on the Delmas Road

4. Certification

CERTIFICATE OF ACCEPTABILITY for the premises. A Supplier has to comply with the Health Act No.61 of 2003 and Regulations and comply with the Local Municipality Regulations for that area SANS 10049:2019ED5

FOOD SAFETY MANAGEMENT (SANS ISO 22000:2005)

- Food Safety Management System
- Food Safety Management System Certification (FSSC) 22000

4.1 Management Meetings

Regular meetings of general nature to be convened and chaired by Supply Manager as follows:

Title and Purpose	Time & Interval	Location	Attended by
Risk Register and compensation events	As soon as the risk is identified	TBA	TBC
Contractor's SHEQ Executive meeting	TBC	TBA	TBC
Any other meeting on request by the Employer or Contractor	TBC	TBA	TBC

Eskom Holding SOC Limited reserves the right to inspect the premises of the supplier without any prior notice, accompanied by or without the local Health inspector. Admission to Supplier premises should be granted at such time.

Eskom Holding SOC Limited reserves the right to have (at any point in time during the agreement period, without any prior notice) Micro swab tests (at Eskom Holdings SOC Limited's discretion) done by an Independent Laboratory. In the event of this happening, admission to the Suppliers premises should be granted to the appointed laboratory. Eskom Holding SOC Limited will provide Supplier with a copy of the test results within 15 Days after the receipt of the report. In the event of results of any of the tests performed not conforming to the minimum requirements as specified by the Independent laboratory, the total charge for the tests will be for the Suppliers account.

Should the Supplier not comply to the requirements as specified by the Independent laboratory, the Supplier should provide Eskom Holding SOC Limited with the results for similar tests (for Supplier's account) indicating the problem has been rectified within 10 days of receipt of report. If not, Eskom Holding SOC Limited reserves the right to terminate the contract within 24 hours.

4.2 Key Performance Indicators – (0 not compliant, 1 compliant)

KPI's	Scoring criteria: 1- compliant, 0 -non-compliant				
	Dates	Dates			
Delivery on Time & In Full					
Visible Expiry Date					
Packaging					

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Delivery Schedule

The supplier is to note that Dry Groceries, beverages, and packaging are to be delivered weekly to Matla Power Station as per the Order and schedule provided by the purchaser.

Packaging of Bakery Products

All supplied dry groceries and beverages shall be dated, labelled, packaged, and marked in way that are to be easily identifiable. And also, the dry groceries and beverages shall be packaged in such a manner that they may be easily transported and stored without resulting in damage to the products. This includes preventing damage due to wetness.

Constraints at the delivery place and place of use

Deliveries must be directed to Stores Building, Matla Power Station Generation warehouse or as directed by the purchaser.

Cooperating with Others

Supplier should cooperate with all Matla Power Station procedures and other suppliers that contracted by Matla power station during delivery. Supplier to confirm delivery time and date with the purchaser 12 hours prior to delivery to allow the purchaser to arrange access and to schedule all deliveries accordingly and to inform Stores of the delivery, in order to arrange for the offloading of the goods.

Management meetings

Contract Management Meetings may be convened as specified elsewhere in this Goods Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *goods*. Records of these meetings shall be submitted to the *Supply Manager* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

Documentation control

All delivery documentation will be kept by Matla Power Station Catering Section and be filed on the central cabinet according to their numerical order numbers.

Health and safety risk management

The *Supplier* shall comply with the health and safety requirements of the *Purchaser*.

Environmental constraints and management

The *Supplier* shall comply with the environmental criteria and constraints required by the *Purchaser*.

Quality

The *Supplier* shall comply with the quality assurance requirements from the *Purchaser*. The supplier will provide a complete Quality Plan in accordance with the requirements Supplier Contract Quality Requirements Specification.

Invoicing and payment

Details on how to submit invoices and additional information:

- Ensure that the Eskom order number is clearly indicated on your invoice together with the line number on the order you are billing for.
- The words 'TAX INVOICE'
- Name, address and VAT registration number of supplier.
- *Name, address and VAT registration number of recipient.
- Eskom's name has to be reflected as **Eskom Holdings SOC Ltd.**
- Eskom's VAT number 4740101508.
- Tax Invoice number and date issued.
- A full proper description of the goods and/or services supplied.
*The quantity or volume of goods or services supplied.
- 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 as Eskom's SAP system does not support more than one PDF being linked into workflow at a time.
- Your E-mail may contain more than one PDF file (e.g. 2 invoices on 2 separate PDF files in one e-mail)
- With effect from 16 November 2014, send all invoices in PDF straight from your system to an Eskom email address (see email addresses below) and copy the purchaser.
- If there is Cost Price Adjustment (CPA) on your invoice we require that you issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues.
- Introduction of electronic invoicing does not guarantee payment but will ensure visibility of all invoices and ensure that no invoices get lost. If the goods receipt is not done or there is incorrect information on the invoice or delivery note the invoice will be parked and the system will automatically send an e-mail to the end user or supplier to do the goods receipt or to correct the invoice or delivery note. 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 centre which can then be followed up and corrected. You are welcome to forward the details of invoices corrected to the FSS contact centre.
- Email addresses for invoice submission:

Local Eskom invoices: invoiceseskomlocal@eskom.co.za

If your Invoice is not submitted immediately after you have delivered goods or rendered a service as agreed with purchaser, it might happen that you will only get paid within 30 days after receipt of your Invoice without Eskom paying any interest on late payment

Refer to Station Specific information Item 22.13.

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

- Tel: 011 800 5060
- e-mail: fss@eskom.co.za

PLEASE NOTE

- That if your Invoice Amount is different than our Order value, it will delay payment. It is important that the line numbers, as per the Order reflect on your Delivery Note and Invoice. It is strongly recommended that if there are any discrepancies on the Invoice, it must be sorted out with the end user BEFORE it is submitted for payment.

Contract change management

Any major Scope change or amendments will be dealt with as per section 6 of the contract core clauses.

Cataloguing requirements by the *Supplier*

Where applicable Material numbers need to be clearly visible on item and invoice.

Data Capturing Forms are part of the returnables at completion of spares manufacturing.

List of drawings**Drawings issued by the *Purchaser***

This is the list of drawings issued by the *Purchaser* at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title

C3.2 *SUPPLIER'S* GOODS INFORMATION

As per price list
