



NEC3 Supply Contract (SC3)

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

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

for [•]

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 into a contract for the procurement of:

Title of the Contract

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 @ 14% 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)

Capacity

**for the
Purchaser**

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

(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)

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

Name &
signature
of witness

Date

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)]

1. Please read the relevant clauses in the conditions of contract before you enter data. 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.
2. Some SC3 options are always selected by Eskom Holdings SOC Ltd. The remaining SC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[•]" - data is required to be inserted relevant to the specific option selected.]

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X7: Delay damages
		X17: Low performance damages
		X20: Key Performance Indicators
		Z: <i>Additional conditions of contract</i>
	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 <i>Purchaser</i> 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.	[•]
10.1	The <i>Supply Manager</i> is (name):	[•]
	Address	[•]
	Tel	[•]

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

	Fax	[•]	
	e-mail	[•]	
11.2(13)	The <i>goods</i> are	The supply and delivery of Stationary for Research, Testing & Development (RT&D)	
11.2(13)	The <i>services</i> are	The supply and delivery of Stationary for Research, Testing & Development (RT&D) for a period of two (2) years on an as and when required basis.	
11.2(14)	The following matters will be included in the Risk Register	1. Delivery constraints. 2. Price fluctuations; 3. Quality defects. 4. Items not on price list.	
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 <i>law of the contract</i> is the law of	the Republic of South Africa	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	[•] weeks	
2	The <i>Supplier's</i> main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.	
3	Time		
30.1	The <i>starting date</i> is.	[•]	
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<i>goods and services</i>	<i>delivery date</i>
	As per task order	1 [•]	[•]
		2 [•]	[•]
		3 [•]	[•]
30.2	The <i>Supplier</i> does not bring the <i>goods</i> to the Delivery Place more than one week before the Delivery Date.	[no data required]	
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	[•] weeks of the Contract Date.	
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	[•] weeks.	
4	Testing and defects		
42	The <i>defects date</i> is	One (1) week after Delivery.	
43.2	The <i>defect correction period</i> is	Two (2) weeks	

	except that the <i>defect correction period</i> for	[•] is [•] weeks
	and the <i>defect correction period</i> for	[•] is [•] weeks
42.2	The <i>defects access period</i> is	[•] days
	except that the <i>defect access period</i> for	[•] is [•]
	and the <i>defect access period</i> for	[•] is [•]
5	Payment	
50.1	The <i>assessment interval</i> is	As per task order and completed delivery
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	[•] 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	1. [•]
		2. [•]

3. [●]

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 <i>goods</i> , plant and materials.
	Cover / indemnity is	Overseas shipment / transit insurance (only) to cover events at the <i>Supplier's</i> risk (if any) after the <i>goods</i> have left the <i>Supplier's</i> overseas premises. See notes in Annexure B If this contract includes the supervision of installation, testing, commissioning or building work at the <i>Purchaser's</i> premises, the <i>Purchaser</i> also provides cover for physical loss of or damage to the <i>Purchaser's</i> surrounding property including any temporary work required to complete the Delivery.
	The deductibles are	See notes in data for clause 88.2 below and Annexure B
84.1	The <i>Supplier</i> provides these additional insurances	See notes in Annexure B
84.2	The minimum amount of cover for loss of or damage to any plant and materials provided by the <i>Purchaser</i> is:	R [●] [As the <i>Supplier</i> provides this insurance, Eskom needs to tell him what the value of the "free issue" plant & materials is so that he includes it in his insurance cover. Delete this note when you have inserted the value]
84.2	The minimum limit of indemnity for insurance in respect of 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 for any one event is:	whatever the <i>Supplier</i> deems necessary in addition to that provided by the <i>Purchaser</i> for any one event with cross liability so that the insurance applies to the Parties separately. However if the <i>Supplier</i> is exposed to damage to the <i>Purchaser's</i> property the cover limit amount is not less than <ul style="list-style-type: none"> • R15 million (fifteen million Rand) for exposure to Generation Division property; • R7.5 million (seven million five hundred thousand Rand) for exposure to Transmission Division property and; • R1 million (one million Rand) for exposure to Distribution Division and all other <i>Purchaser's</i> property for any one occurrence or series of occurrences arising out of one event but unlimited during the period of insurance.
84.2	The minimum limit of indemnity for insurance in respect of 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 for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (five hundred thousand Rand).

88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	R0.0 (zero Rand)
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	<p>(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event described in the "Format A" / "Format B" / "Format Dx" {choose the applicable format, then delete the others and this note}, insurance policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx and</p> <p>(2) for all other existing <i>Purchaser's</i> property the highest applicable deductible (first amount payable) namely:</p> <ul style="list-style-type: none"> • 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 <i>Purchaser's</i> property <p>See notes in Annexure B</p>
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last defects date is limited to:	<p>R[•]</p> <p>[This is a commercial decision, but consider using the total of the Prices. Delete this note after inserting a Rand amount]</p>
88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>R[•]</p> <p>[This is a commercial decision, but consider using at least the total of the Prices. Delete this note after inserting the Rand amount]</p>
88.5	The end of liability date is	[•] years after Delivery of the whole of the goods and services.
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	[•]

	Tel No.	[•]
	Fax No.	[•]
	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)
94.4(2)	The <i>tribunal</i> is:	arbitration
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.
94.4(5)	The place where arbitration is to be held is	[•] South Africa
	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	Finance to assist		
X1.1	The <i>base date</i> for indices is	[•].		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		[•]	non-adjustable	
		1.00		
X2	Changes in the law			
X2.1	A change in the law of	[•] is a compensation event if it occurs after the Contract Date		
X7	Delay damages			
X7.1	Delay damages for Delivery are	Delivery of		amount per day

X17	Low performance damages		
X17.1	The amounts for low performance damages are:	amount	performance level
		R [•]	for [•]
		R [•]	for [•]
		R [•]	for [•]
		R [•]	for [•]
X20	Key Performance Indicators (not used when Option X12 applies)		
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	Annexure [•] to this Contract Data	
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	[•] months	
Z	The <i>additional conditions of contract</i> are		
	Z1 to Z12 always apply for Eskom		

Z1	Cession delegation and assignment		
Z1.1	The <i>Supplier</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Purchaser</i> .		
Z1.2	Notwithstanding the above, the <i>Purchaser</i> may on written notice to the <i>Supplier</i> 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 <i>Supplier</i> 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 <i>Purchaser</i> for the performance of this contract.		
Z2.2	Unless already notified to the <i>Purchaser</i> , the persons or organisations notify the <i>Supply Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Supplier</i> on their behalf.		
Z2.3	The <i>Supplier</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Purchaser</i> having been given to the <i>Supplier</i> in writing.		
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status		
Z3.1	Where a change in the <i>Supplier's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Supplier's</i> B-BBEE status, the <i>Supplier</i> notifies the <i>Purchaser</i> within seven days of the change.		
Z3.2	The <i>Supplier</i> 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 Ethics

Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Supplier*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Supplier's* obligation to Provide the Goods and Services or taking any other action as appropriate against the *Supplier* (including civil or criminal action).

Z4.2 The *Purchaser* may terminate the *Supplier's* obligation to Provide the Goods and Services if the *Supplier* (or any member of the *Supplier* where the *Supplier* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

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

Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P3 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

Z5 Confidentiality

Z5.1 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.

Z5.2 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*.

Z5.3 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.

Z5.4 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*.

Z5.5 The *Supplier* ensures that all his subcontractors abide by the undertakings in this clause.

Z6 Waiver and estoppel: Add to core clause 12.3:

Z6.1 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.

Z7 Health, safety and the environment: Add to core clause 25.4

Z7.1 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.
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Z7.2 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.

Z8 Provision of a Tax Invoice and interest. Add to core clause 51

Z8.1 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.

Z8.2 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.

Z8.3 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.

Z9 Notifying compensation events

Z9.1 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".

Z10	<i>Purchaser's limitation of liability</i>
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Z10.1	The <i>Purchaser's</i> liability to the <i>Supplier</i> for the <i>Supplier's</i> indirect or consequential loss is limited to R0.00 (zero Rand)
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Z10.2	The <i>Supplier's</i> entitlement under the indemnity in 83.1 is provided for in 60.1(12) and the <i>Purchaser's</i> liability under the indemnity is limited.
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Z11	Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":
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Z11.1	or had a business rescue order granted against it.
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Z12	Addition to secondary Option X7 Delay damages (if applicable in this contract)
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Z12.1	If the amount due for the <i>Supplier's</i> payment of delay damages reaches the limits stated in this Contract Data for Option X7, the <i>Purchaser</i> may terminate the <i>Supplier's</i> 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.
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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:

[Select the group and then term within the group which applies and state the applicable delivery place. Delete all the other groups and this note]

Group	Category	Term	Delivery Place
E	departure	EXW	
F	main carriage unpaid	FCA, FAS, FOB	
C	main carriage paid	CFR, CIF, CPT, CIP	
D	arrival	DAT, DAP, DDP	

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	Delivery	B4	Taking 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

[Should there be a need to amplify any of the published obligations listed above for the chosen INCOTERM, add them here.]

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	[State the constraints on how the <i>Supplier</i> manufactures, prototypes, tests and stores the <i>goods</i> including order and timing]	
2. The requirements for transport are	[State the extent to which the <i>Supplier</i> transports the <i>goods</i> and the mode of transport]	
3. The delivery place is	[State the location where the <i>goods</i> are to be placed by the <i>Supplier</i> , such as whether it is a dispatch department at the <i>Supplier's</i> premises, the <i>Purchaser</i> is to collect or other location the <i>Purchaser</i> may require. If the delivery place for the <i>services</i> is different to the <i>goods</i> state it here]	
4. Actions of the Parties during supply	Action	Party which does it
	Giving notice of Delivery	
	Checking packing and marking before dispatch	
	Contracting for transport	
	Pay costs of transport	
	Arrange access to delivery place	
	Loading the <i>goods</i>	
	Unloading the <i>goods</i>	
For international procurement	Undertake export requirements	
	Undertake import requirements	
5. Information to be provided by the <i>Supplier</i>	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

Annexure B: Insurance provided by the *Purchaser*

These notes are provided as guidance to tendering suppliers and the Supplier about the insurance provided by the Purchaser. These notes are not part of this contract. The Supplier must obtain its own advice.

Transit insurance of goods originating from outside the borders of the Republic of South Africa

For the purpose of supply contracts, the only insurance provided by Eskom (the *Purchaser*) is transit shipment cover, commonly known as Marine Insurance for air, sea, rail and road freight (including local land arrangements) for conveyance of *goods* originating outside RSA. Please consult the website stated below to ascertain whether Format A, Format B or Format Dx is applicable to this contract and then the

- Marine Insurance Policy wording;
- Eskom Shipment Policies and Procedures – note a pre-shipment survey form has to be completed under certain circumstances;
- Marine Claims Handling Procedures – for important shipment actions and claims forms in event of damages to cargo freight via sea, barge, air, road or rail.

For EXW (Ex Works collections) this is of no concern to the *Supplier* but for any other Supply Requirement (such as CIF, DDU, or DDP) the *Supplier* need not provide such insurance even if the INCOTERM requires it and tendering suppliers should 'discount' their prices when tendering to allow for this provision by the *Purchaser* (Eskom).

Supplier's liability for damage to the Purchaser's property

Whilst this is a liability the *Supplier* carries and should cover (if he is required to deliver the *goods* to the *Purchaser's* premises) his liability is limited to the amount of cover provided to the *Purchaser* within his assets policy. This amount varies depending on the Division within Eskom to which the *Supplier* is making the delivery. For any one occurrence or series of occurrences arising out of one event but unlimited during the period of insurance the *Supplier's* liability would be:

- R15million for Generation Division projects,
- R7.5million for Transmission Division projects or
- R1.0million for Distribution Division projects

All other insurance

As required by clause 84, the *Supplier* provides all other insurance for his risks. The *Supplier* should give further consideration to providing for these additional insurance concepts [for amounts and periods of insurance the *Supplier* deems fit and necessary].

Professional Indemnity: The insurance provided shall indemnify the *Supplier* (and/or his professional consultant) for those sums which the *Supplier* or his consultant shall become legally liable to pay as damages arising from any claim first made against the *Supplier* / consultant and reported to their insurers during the Period of Insurance, directly arising out of any negligent act, error or omission committed or alleged to have been committed by the *Supplier* / consultant in the conduct of **professional services** (for example, design) in connection with this contract.

Products Liability: A special General Liability extension for liability arising out of the *Supplier's* **defective**:

- production and manufacturing process (workmanship or material), or
- product design, or
- warnings, instructions, usage and maintenance manuals and specifications.

For any further explanation of insurance requirements tendering suppliers are advised to consult their brokers or insurers who may in turn contact Eskom Insurance Management Services per contact details provided on the following website:

http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

C1.2 Contract Data

Part two - Data provided by the *Supplier*

[Instructions to the contract compiler: (delete this note before issue to tenderers with an enquiry)

Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

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													
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are													
30.1	The <i>delivery date</i> of the goods and services is:	<table border="1"> <thead> <tr> <th></th><th>goods and services</th><th>delivery date</th></tr> </thead> <tbody> <tr> <td>1</td><td>[•]</td><td>[•]</td></tr> <tr> <td>2</td><td>[•]</td><td>[•]</td></tr> <tr> <td>3</td><td>[•]</td><td>[•]</td></tr> </tbody> </table>		goods and services	delivery date	1	[•]	[•]	2	[•]	[•]	3	[•]	[•]
	goods and services	delivery date												
1	[•]	[•]												
2	[•]	[•]												
3	[•]	[•]												
31.1	The programme identified in the Contract Data is contained in:													

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

63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	%
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C1.3 Forms of Securities

Pro formas for Bonds & Guarantees

For use with the NEC3 Supply Contract (SC3)

[Note to contract compiler:

Once it has been decided which securities are required for this contract delete from this file the ones not required, revise the notes below accordingly and delete this note.]

The *conditions of contract* stated in the Contract Data Part 1 may include the following Options:

- Option X4: Parent company guarantee
- Option X13: Performance bond
- Option X14 Advanced payment to the *Supplier*

These Options require a bond or guarantee “in the form set out in the Goods Information”.

Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Goods Information.

The organisation providing the bond / guarantee does so by copying the pro forma document onto it's letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Purchaser* within the time stated in the contract.

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	<p>The amount due is</p> <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*

Item Nr	Description	Material No	Unit	Qty	Rate	Price
1	Files, heavy duty with dispo clip,tidy	017355				
2	1 tb 2.5" portable hard drive usb silver	652855				
3	1450 black pvc lever arch file a4- 70mmb	0610283				
4	54x86 250m laminating pouches le's	0652847				
5	A3 150m laminating pouches	019136/0650848				
6	A4 100pg wirow notebook hardcover	654297				
7	A4 150p wirow book perf+punch m	0654311				
8	A4 quotation folder polypropylene	521485/0539090				
9	Accounts payable stamp dated 2019-2029	652785				
10	Archive boxes with spaggeti	655229				
11	Ba manilla intermail envelopes 250 in a	521837				
12	Bantex tape dispenser plastic	605337				
13	Batt dcell:lithium;3 v	221554				
14	Batteries ;c, duracell,pk of 2	013856				
15	Batteries: 9v, duracell,1 pk	144645				
16	Batteries: d ;duracell, pk of 2	014413				
17	Batteries; duracell aa ,pk of 4	521720				
18	Batteries; duracell aaa ,pk of 4	521719				
19	Battery: hp calculator,c2032	0221554				
20	Bin: waste paper ,krost mesh, blk	011906/0522198				
21	Binder:file 2 rings,assorted colours a4,	185343				
22	Binder:gcb c12 comb binber	654165				
23	Binding elements : 51mm, 50 in box	650302				
24	Binding elements: 10mm, 100 in box	0017301/0650381				
25	Binding elements: 12mm ,100 in box	0017303/0650394				
26	Binding elements: 14mm, 100 in box	655239				
27	Binding elements: 19mm, 100 in box	654146				
28	Binding elements: 22mm ,50 in box	654147				
29	Binding elements: 25mm, 50 in box	650321				
30	Binding elements: 45mm, 50 in box	650293				
31	Binding elements: 6mm, 100 in box	650303				

32	Binding elements: 8mm, 100 in box	570682/0650296				
33	Binding elements; 28mm ,50 in box	654144				
34	Binding: clear covers; a4	625767				
35	Board container: tidy; a4, 32cm, per pkt	654102				
36	Board pastel a4 box white	652853				
37	Board: project, assorted colours	654250				
38	Board: project, white	521494				
39	Bond:wht papera3,80gsm,420x297mm 165ream	0016511				
40	Bond:whtpapera4,800gsm,210x297mm 160ream	0016512				
41	Book :hard cover , a4, jd163, 364 pg,ea	654259				
42	Book hard cover 384 pages pkt of 3	655290				
43	Book: display presentation, a3 ,24 packe	652874				
44	Book: display presentation, a3, 20 packe	655388				
45	Book: display presentation, a4, 12 packe	652873				
46	Book: display, a4 20 packet,ea	652871				
47	Book: display, a4,10 packet,ea	652873				
48	Book: duplicate, carbon pen cash sales,	017484				
49	Book: duplicate, carbon pen delivery,a5	654055				
50	Book: duplicate, carbon pen invoice ,a6	654051				
51	Book: exercise margin, a4, 17mmt,72 pg	654059				
52	Book: index, a4, jd7567,ea	655292				
53	Book: index, a5, jd426,ea	655293/021809/650384				
54	Book: shorthand note, a5jd145,ea	017482				
55	Book; display, a4, 30 packet,ea	652872				
56	Box: cash, 20cm,ea	652875				
57	Box: cash, 30cm,ea	654318				
58	Box: collapsible storage, treeline, tm55	655294				
59	Box: job ,optima ,each	654323				
60	Brother p-touch handheld 2 line label pr	019587				
61	Brother tape tz231 black on white 12mm	019154				
62	Calculator: 10 digit ,el 334 ,ea	538885				
63	Calculator: desktop, ls80 te,ea	654031				
64	Calculator: scientific ,el 531 ,ea	654039				
65	Calculator; printing ,mp1211 dle, ea	654047				
66	Canon ixus 175 digital camera	652858				

67	Cd: re recordable 700mb, ea	185092				
68	Cd: re writable 700mb, ea	185091				
69	Chart: flip, 30 sheets	654286				
70	Charts: flip charts 50 sheets	654281				
71	Click eraser ze11t	655645				
72	Clip :bulldog,75mm,ea	017240				
73	Clip: bulldog, 25mm, ea	017274				
74	Clip: bulldog,100mm, ea	654004				
75	Clip: bulldog,125mm, ea	654005				
76	Clip: bulldog,150mm, ea	654007				
77	Clip: bulldog,32mm, ea	017412				
78	Clip: bulldog,40mm, ea	654009				
79	Clip: bulldog,50mm, ea	017238				
80	Clip: bulldog,60mm, ea	654013				
81	Clip: file fasters ,ea	017241				
82	Clip: foldback, 19mm, ea	653905				
83	Clip: foldback, 25mm, ea	653907				
84	Clip: foldback, 32mm, ea	653912				
85	Clip: foldback, 41mm, ea	653915				
86	Clip: foldback, 51mm, ea	653916				
87	Clip: magic, 4.8mm, ea	653919				
88	Clip: magic,6mm, ea	653922				
89	Clip: paper gem ,coloured, 33mm ea	653925				
90	Clip: paper gem ,coloured, 50mm ea	653931				
91	Clip: paper gem ,silver, 33mm ea	653935				
92	Clip: paper gem, silver ,50mm ea	014272				
93	Clip: paper gem, wavy silver, 78mm, ea	653944				
94	Clip: paper gem, white, 33mm, ea	655442				
95	Clipboard: masonite,ea	542828				
96	Clipboard: pvc, ea	653960				
97	Cone: finger, 1 , ea	0653986				
98	Cordless dect phone, colour: black, blac	501207				
99	Correction tape 5mm x5m	650395				
100	Dater stamp:trodat 5460 tro5460p	655208				
101	Deli 7506 6-band numbering machine	652851				
102	Desk organiser: round 5 compartment ,ea	652876				

103	Dispenser :tape, dual core	605337				
104	Divider a4 pvc 1-12 tab rainbow pkt10	663899/535921				
105	Divider: file dividers 7 tabs a4 -bantex	655421				
106	Divider: index pvc, 6083, a-z,ea	650297				
107	Divider: index pvc, 6085, 1-5,ea	536705				
108	Divider: index pvc, 6089, jan-dec,ea	542334				
109	Divider: index pvc, 6089,1-10,ea	539419				
110	Divider: index pvc,10 tab, 6010,ea	650294				
111	Divider: index pvc,20 tab, 6013,ea	650295				
112	Divider: index pvc,5 tab, 6005,ea	650298				
113	Divider: manilla, 10 tab, ea	655415				
114	Divider: manilla, 5 tab, ea	663906				
115	Dividers: polypropylene	655421				
116	Drawer: buddi system, 6 drawer 6	538869				
117	Drawer:sds system 12 drawer	652869				
118	Duster: white board, large ,ea	542624				
119	Duster: white board, small ,ea	655581				
120	Envelopes: c3 white envelopes loose	521790				
121	Envelope mlng:flap;buff;gummed	158878				
122	Eraser refill,clic ,zer 2 ,ea	535020				
123	Eraser:each	663902				
124	EXTERNAL LI-ION BATTERY BANK 10000mah W/	654074				
125	File arch lever: sto away box holds 5	654081				
126	File fasteners 50/box treeline metal fil	017241				
127	File tabs and inserts -bag 25	011100/011104				
128	File: expander ,optima 13 ,ea	654499				
129	File: solid plastic container,tidy	654102				
130	File: sta accessible, assorted col ,a4 ,	521786				
131	File: sta concertina, ea	017369				
132	File: sta expander, stg 13 ,ea	654499				
133	File: sta lever arch board, assorted co	655408				
134	File: sta lever arch ; green poly ,ea	655236				
135	File: sta lever arch board, 40mm, ea	655233				
136	File: sta lever arch, black, 40mm, 1451,	654140				
137	File: sta spike plastic, ea	654150				
138	File: sta suspension fs ,ea	663466				

139	File: tidy, heavy duty,box	019127				
140	File: tidy, medium weight ,box	158738				
141	File: tidy,expanda, box	654164				
142	File:sta flip,10 pocket,a4,ea	521503				
143	File:sta flip,20 pocket,a4,ea	654170				
144	File:sta flip,30 pocket,a4,ea	021820				
145	File:sta flip,50 pocket,a4,ea	024771				
146	File:sta flip,executive,100 pocket,ea	654178				
147	File:sta flip,executive,50 pocket,ea	654187				
148	File:sta lever arch board 70mm ea	017408				
149	File:tidy,light weight, box	655177				
150	File; sta suspension ,a4 ,ea	017393				
151	File; sta swing clip,ea	654200				
152	Files :sto- aways, 5 compartment	654081				
153	Files: giant arch lever	013050/655661				
154	Files:tidy, 074007	554229				
155	Film: clearseal, dc fix, 45cmx10m, ea	652647				
156	Film:type;clearseal,dc fix,size;45cmx5m,	652649				
157	Flags :post it ,4 colours ,3m ,ea	521489				
158	Flags: sign here ,assorted colours, ea	020303				
159	Flip chart stand magnetic	012685				
160	Flip chart stand magnetic castor	535499				
161	Folder: carry envelope, a4, plastic ,ea	528274				
162	Folder: ctp executive conference ,ea	654277				
163	Folder: flap,optima, each	655897				
164	Folder: presentation, 3210 , a4, assorte	654279				
165	Folder: scored slot,assrtd colours ,a4 ,	655898				
166	Folder: wallet carry,ea	521836/0528274				
167	Folder; secreterial, open 2 sides ,ea	654304				
168	Gbc lamg pouch prem glos a2 150 mic 100	652852				
169	Geha laminator a4 basic	655484				
170	Glue stick: adhesive super glue ,ea	0160217				
171	Glue stick; adhesive ,40g,ea	650045				
172	Glue: adhesive clear ,25ml,ea	650044				
173	Glue: adhesive prestik, 100g,ea	650328				
174	Hardcover ; index, size ;a4 ,192 pages	655292				

175	Hardcover: a5, 192 pages	655293				
176	Hardcover: a6, 144 pages	538173				
177	Hardcover: index, size ;a5, 192 pages	650384				
178	Hardcover: size a4 192 pages	018896				
179	Highltrs:skylights,assrtd colours,cl11,e	021817				
180	Highltrs:skylights,wallet of 3,ea	535140				
181	Highltrs:skylights,wallet of 6,ea	540834				
182	Holder: memo cube,ea	541402				
183	In/out board magnetic 20peopl(900x600mm)	660168				
184	Ink: blue, red, black.30m	663908				
185	Ink: stamp pad, black,ea	663909				
186	Label: 100x50 tower address label	159425				
187	Label: instruction confidential ,ea	521725				
188	Label: notorial, n40,n50,n60, asst colou	654118				
189	Label:instruction ,urgent,ea	655617				
190	Label:re infrcmnt rings,clear pvc,ea	654123				
191	Label:re infrcmnt rings,paper,ea	651774				
192	Label:re infrcmnt rings,pvc,ea	654123				
193	Label:round,c10,c13,c19,c25,c32 assrtd c	654137				
194	Labels: laser, white 55mm	655659				
195	Laptop cooler stand aliminium	652862				
196	Letter tray: 3 tier	158814				
197	Machine brother d450, 6-18mm tape	655632				
198	Machine: brother ,hand held 105,up to 12	019587				
199	Machine: brother ,p touch d450	655632				
200	Machine: laminating; a4, h212	655484				
201	Machine:laminating a3,h318	655483				
202	Marker felt tip:non permanent;black;fine	711467				
203	Marker artline 700 permanent	711466				
204	Marker - artline permanent marker, 70	655389				
205	Marker : whiteboard ,assrtd col ,55,ea	019584				
206	Marker :non perm,fine,assrtd colours,ea	650346				
207	Marker :perm fine ohp,assrtd colrs,ea	650357				
208	Marker: cd-dvd scan ef,black,ea	650345				
209	Marker: cd-dvd, black,ea	650344				
210	Marker: flip chart ,assorted colours ,ea	521487				

211	Marker: paint ,assrtd colours, ea	650347				
212	Marker: paint ,gold,ea	650348				
213	Marker: paint ,silver,ea	650349				
214	Marker: paint ,white,ea	650356				
215	Marker: white board, wallet of 12 ,assrt	542407				
216	Marker felt tip: permanent; assorted	650357				
217	Memory stick: usb 32gb	652863				
218	Memory stick: usb, 4gb,ea	532770				
219	Memory stick: usb, 8gb,ea	650359				
220	Memory stick:usb,16gb,ea	650360				
221	MICROSOFT Wrls Mble Mse 1850 black for b	652861				
222	Non laminated tape 8mx12mm blkonwht l2	013063				
223	Non magnetic white board size 1200x3000	655899				
224	Pad :exam writing,punched a4,80 pgs,ea	018897/515936				
225	Pad: writing ,size;post it, 38mmx51mmt ,	0654326				
226	Pad: writing, post it,76mmx76mm, 654, ea	654845				
227	Pad:,writing,note,post it, 76mmx76mm, ea	533285				
228	Pad:writing,flags,colours,post it,ea	654843				
229	Parker ballpen black med refill	533219				
230	Parrot bul/nbrd carp 1200x900 denim blue	655041				
231	Parrot comb binding machine 20mm ring	551071				
232	Parrot fcht stand magnetic std	012808				
233	Parrot whiteboard magnetic 1500x1200 wht	655901				
234	Pen :ball point,fine tip,orange pentel,a	650361				
235	Pen :eye roll ,fine, assorted colors,ub1	655639				
236	Pen :fine/medium,superb,assrt colors ,bk	538694				
237	Pen pilot frixion ball clicker erasable	655478				
238	Pen: correction,pocket,7ml ,zlc21 w,ea	542023				
239	Pen: correction,zl31 w 12ml,each	536573				
240	Pen: g2 energe, bl g2 ,pilot,10 broad	655480				
241	Pen: g2, gel 2-7, assorted colours	650366				
242	Pen: hybrid c 0.3mm hybrid steel conical	652864				
243	Pen: hybrid c 0.5mm hybrid steel conical	652865				
244	Pen: hybrid n 0.5mm hybrid steel needle	652867				
245	Pen: pentel bk 77, superb	014229				
246	Pen: vball, pilot, 0.5mm	655047				

247	Pen: vball, pilot, 0.7mm	655049				
248	Pen:,correction ,extra fine,zl72w,ea	541380				
249	Pen:ball ,med tip,crystalpentel,assorted	650363				
250	Pen:ball point,med tip,pentel,click,asso	650362				
251	Pen:g2,gel ink,assorted colors,bl g2 5,e	650366				
252	Pen:hi techpoint,assorted colours,bx v5,	650389				
253	Pen:hybrid gel,grip,assorted colors,ea	650368				
254	Pen:hybrid gel,retractable,assorted colo	650369				
255	Pen:hybrid n 0.3mm hybrid steel needle t	652866				
256	Pen:super grip,retract,assrt colors,bp g	650383				
257	Pen ball pnt:bic clic;1 mm;red;liquid	550669				
258	Pen ball pnt:bic clic;1 mm;black;liquid	546605				
259	Pencil :3b traditional, ea	655449				
260	Pencil lead: assorted ,0.5mm ,ea	655444				
261	Pencil lead: assorted, si0.7mm, ea	158751				
262	Pencil sharpener: double hole metal,ea	021802/521184				
263	Pencil: 2b traditional, e	655448				
264	Pencil: b,traditional,ea	655450				
265	Pencil: clutch,techniclick,0.5mm,ea	535281				
266	Pencil: sharplet a,0.9mm ,pentel,0.9mm ,	655569				
267	Pencil:clutch,hot shot,0.5mm,ea	667291				
268	Pencil:clutch,hot shot,0.7mm	655451				
269	Pencil:sharplet a,0.5mm,pentel,each	017448				
270	Pencil:sharplet a,pentel;0.3mm,each	655446				
271	Pins :indicator, assort colours,15mm,ea	0655656				
272	Pins: drawing, 11mm,ea	0655057				
273	Pins: map, assort colours, ea	0655657				
274	Pocket vsb indx file:punched;a4;clear	662618				
275	Pouches laminating a5	655393				
276	Pouches: laminating a4, 150 micron	534672				
277	Presentation laser pointer cordless 20m	652844				
278	Glue	0202299				
279	Punch: heavy duty premium ,p240,ea	655626				
280	Punch: light duty premium,p215,ea	655624				
281	Punch: rexel power punch 2 hole 150 shee	654311				
282	Punch:medium duty premium,p225,quantity;	655621				

283	Punch:premium,4 hole,p425,ea	536456				
284	Punch:two hole,dp800,ea	542592				
285	Pvc file (70mm) esselte a4 prolypropylen	019128				
286	Pvc files (70mm) assorted colours	024522				
287	Pvc files 4 holes assorted colour	655909				
288	R330-nal pop up neon pink	0542374				
289	Recorders: olympus digital voice, dm650	655633				
290	Refill: pen,super grip ,retract,assrt co	650383				
291	Refill:,memo cube	536009				
292	Refill:pen g2 gel ink, assorted colors,	650366				
293	Refill:pop up post it,assort colours,ea	654326				
294	Band:elastic 10,100g ea	655531				
295	Band:elastic no 34 64mm	655470				
296	Ruler: shatterproof,30cm,ea	650385				
297	Ruler: stainless steel; 30cm ,ea	650386				
298	Scissors: orange handle,212mm,ea	650387				
299	Scissors: smoked handle, 212mm, each	650388				
300	Sellotape :buff,48x100,ea	650391				
301	Sellotape: buff,48x50,each	650390				
302	Sellotape: clear ,24mmx66mm,ea	650393				
303	Sellotape: clear, 12mmx66mm ,e	650392				
304	Sellotape:packeging clear	599844				
305	Sellotape:packeging buff	599845				
306	Sfs plastic container a4 grey	0654102				
307	Stamp pad: large horse	0655209				
308	Stamp pad: no 3,plastic,ea	0655210				
309	Stamp pad:no 2 metal,ea	0655211				
310	Stamp pad:no 3 metal,ea	0655212				
311	Staple remover: ea	667293				
312	Stapler : rexel office squala 56	535680				
313	Stapler :buddy,ea	655040				
314	Stapler: 210 juno plus	655046				
315	Stapler: hd210, each	655051				
316	Stapler: rexel giant h/d stapler	655054				
317	Staples 23/17	024467/0655761				
318	Staples no. 56 26/6mm	014247/013087				

319	Staples no. 66/11	0655917				
320	Staples no. 66/14	0655918				
321	Staples size 26/6	682807				
322	Staples: 23/10, ea	655074				
323	Staples: 23/6, ea	0655580				
324	Staples: 66/8, ea	0655068				
325	Staples: heavy duty, giant,ea	017875				
326	Storage box: bankers kraft	655074				
327	Storage box: jumbo document	654386				
328	Storage box: lever arch, jumbo document	019127				
329	Storage box: lever arch, jumbo,tidy, per	655078				
330	Storage box: offsite	654409				
331	Tabs packets: optifile speed, 21mm	0017394				
332	Tags: buff, no5, 121x60	655080				
333	Tags: key identity	537075				
334	Tape :brother dk 222050	655142				
335	Tape :p touch , m-k221	536636				
336	Tape: brother tz 221,black on yellow ,9m	655138				
337	Tape: brother tz 641,black on yellow ,18	238260				
338	Tape:brother ,mk221	536636				
339	Tape:brother tape tz251,24mm blackonwhit	501205				
340	Tidy:light weight cream file tokai 160g	655132				
341	Tool gun: magic, 4.8mm, ea	663904				
342	Tool gun: magic,6mm, ea	663905				
343	Towel ppr:disposable, roll;wd 270 mm	672298				
344	Trodat 5208 s/inker tro5208	652785				
345	Twinlock: frosted sheets, clear, pvc ,a4	664490				
346	Twinlock: frosted,clear pvc,a4, pk 100	0655427				
347	Wallet: document, a4, b3436	0650301				
348	White board:cleaner,parrot,ea	0020304				
349	Writing pad: telephone message ,jd197,ea	0654498				
350	Pilot G2- Gel ink med Black Pen	0655480				
351	Bantex plastic pockets a4	017266				
352	White punched Flip chart paper (perforated at head, drilled two holes)	0537605				
353	A4 envelopes	0515935				
354	A4 printing labels	0018116				

355	Ruler clear 30cm	0542398				
356	Internal office mail envelops	0521837				
357	A4 printing paper	0522252				
358	A3 Printing paper	0016511				
359	Pencil: hb, traditional,ea	054037				

The total of the Prices

PART 3: SCOPE OF WORK

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C3.2	<i>Supplier's</i> Goods Information	
	Total number of pages	

C3.1: *PURCHASER'S* GOODS INFORMATION

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1 Overview and purpose of the *goods* and *services*

Provide an overview as an aide to the tendering supplier summarising the nature and purpose of the *goods* and the associated *services* (if any), together with some details about the supply requirements.

The services are for the Supply & Delivery of Office Stationery to Research, Testing & Development (RT&D) for a period of Two years on an as and when required basis.

The Service Manager will issue a task order to the supplier based on the Price list and according to the Prices listed in the Pricelist.

Delivery will be scheduled, and the delivery note will be verified with the task order items and the items delivered. Payment will be processed when delivery is signed off.

2 Specification and description of the *goods*

The content of this section is the meat of the scope of work and will depend on the nature of the *goods* required. For example the *goods* may already be available from the *Supplier*, and just need minor alterations to meet the *Purchaser's* requirements, or they may be unique and designed specifically for this contract. Accordingly there may be a need to:

- § Provide full technical specifications of the *goods* or the *Purchaser* may, as an alternative, provide a user requirement specification (URS) for the *goods* from which the *Supplier* then designs the *goods* to achieve the required performance.
- § Provide drawings and information about the environment where the *goods* are to be put to use.
- § Provide specifications of the component parts (plant and materials) used in the *goods* which may include minimum material standards and workmanship.

The specifications may be included here or provided as Annexure and just listed here.

Items listed in Pricelist

2.1 *Purchaser's* design

Clause 21.1 requires that the *Purchaser* states which parts of the *goods* he is to design. Complete as required or delete. Be careful not to duplicate what may already be covered in the *Purchaser's* operating philosophy / user requirement specification (URS) / performance specification described elsewhere in this Goods Information.

Not Applicable

2.2 Procedure for submission and acceptance of *Supplier's* design

This is a mandatory requirement of core clause 21.2 and must be addressed. Identify the extent of detail (the particulars) of the *Supplier's* design which is to be submitted to the *Supply Manager* for his acceptance. . State requirements for drawings to be prepared by the *Supplier*.

Not Applicable

2.3 Other requirements of the *Supplier's* design

Use this section to describe any particulars which must be taken into account by the *Supplier* in his design; for example codification of the *goods*.

Not Applicable

2.4 Use of *Supplier's* design

First read core clause 22.1 and then include here the exceptions and other purposes if applicable. If there are none this section could be deleted leaving the core clause to stand.

Not Applicable

2.5 Manufacture & fabrication

Although the *Purchaser* does not usually prescribe how the *goods* are to be manufactured and fabricated, if there are any specific requirements they could be stated here.

Not Applicable

2.6 Factory acceptance testing (FAT)

Core Clauses 40 and 41 both make reference to the Goods Information regarding tests and inspections. There are often comprehensive requirements for testing at place of manufacture and before delivery. State whether the tests are to be witnessed by the *Supply Manager* or by a testing agency of the *Purchaser's* nomination. Note, *Supplier* may not restrict *Supply Manager's* right to witness tests per clause 25.2

Not Applicable

2.7 Other tests and inspections and commissioning in place of use

Describe any other tests and inspections that may be required, specifically in the place of use. If the *Supplier* is to commission the *goods* in the place of use after Delivery, describe the process here. If he is only required to witness and report on the commissioning done by others, this would be included as a service in section 4 below.

Not Applicable

2.8 Operating manuals and maintenance schedules

Use this section to describe these requirements. Pay particular attention to when and in what form they are required. Consideration should be given to obtaining operating manuals and maintenance schedules before Delivery of the whole of the *goods* when there is still financial incentive for the *Supplier* to do so.

Not Applicable

3 Supply Requirements

Clause 11.2(16) defines Supply Requirements and clause 11.2(8) states that they are part of the Goods Information. They can either be included here or as an Annexure to the Contract Data provided by the *Purchaser* because of their commercial nature. Eskom has chosen to include them in the C1.2a Contract Data, hence include the following text here:

Not Applicable

The Supply Requirements for this contract are in an Annexure to the Contract Data provided by the *Purchaser*.

4 Specification of the services to be provided

These services may include training of the *Purchaser's* staff in the use of the *goods*, supervision of installation of the *goods* on the *Purchaser's* property and post Delivery commissioning and monitoring of the *goods* in use. Ensure that all items of service specified can be related to an item in the Price Schedule

Not Applicable

5 Constraints on how the *Supplier* Provides the Goods

5.1 Programming constraints

Read clause 31.2 first then state what additional information (if any) is to go in the programme per the last bullet of clause 31.2. Describe any particular constraints on the order and timing of the work which the *Supplier* must take into account in his programme. **Not Applicable**

5.2 Work to be done by the Delivery Date

Clause 11.2(5) defines Delivery as when the *Supplier* has done all the work which the Goods Information states he is to do by the Delivery Date. The defined term “Delivery” is used in this contract to identify when a stage, or amount of work has been achieved. This may be more than the common meaning of “delivery” and could include the passing of specified tests, provision of documentation and packing and preparation for air freight or shipping to the *Purchaser's* nominated Delivery Place specified in the Supply Requirements.

Either list here what has to be done in order to constitute “Delivery”, or list what may remain undone and be completed after the Delivery Date by stating that everything else must be done before Delivery. **Not**

Applicable

5.3 Marking the goods

If this contract requires the *goods* be paid for before they are brought within the Delivery Place, core clause 71.1 requires that the Goods Information state how the *Supplier* is to “mark” the *goods*

Not Applicable

5.4 Constraints at the delivery place and place of use

State any constraints on how the *Supplier* is to provide the *goods* and *services* both at the delivery place and where the *goods* and *services* are to be put into use, e. g. restriction on access, hours of working and sequence of work. Sites such as Sasol Secunda and Koeberg Nuclear Power Station have very strict entrance requirements which tenderers need to allow for in their prices, and the *Supplier* has to comply with. State these or similar requirements here.

Not Applicable

5.5 Cooperating with Others

Although not a direct requirement of the *conditions of contract* if the *Purchaser* is aware of the *Supplier's* need to co-operate with Others (for example where the supply is to one of the *Purchaser's* contractor's on a project or design of the *goods* needs to be discussed with Others) details could be given here. **Not**

Applicable

5.6 Services & other things to be provided by the Purchaser or Supplier

Clause 23.2 requires that the Goods Information state what services and other things are to be provided by the Parties, each to the other as part of the supply process. This has nothing to do with the *services* identified in the Contract Data. It would include temporary services and things needed to facilitate the supply, such as cranes provided by the *Purchaser* for offloading of the *goods*. **Not Applicable**

5.7 Management meetings

The *conditions of contract* (e.g. Clause 16.2) require and other sections of the Goods Information (e.g. safety risk management) may require (mandate) that a meeting shall be held. However the intention of all NEC contracts is that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

Depending on the complexity of the *goods*, it is probably beneficial for the *Supply Manager* to hold a regular risk register meeting (Clause 16.2). This could be used to discuss safety, compensation events, subcontracting, overall co-ordination and other matters of a general nature. Separate meetings for specialist activities such as programming, engineering and design management, may also be warranted.

Describe here the general meetings and their purpose. Provide particulars of approximate times, days, location, and attendance requirements, stipulating that attendees shall have the necessary delegated authority to make decisions in respect of matters raised at such meetings.

The right to hold specialist meetings should be stated generically and in such a way that ambiguity with other parts of the Goods Information is avoided.

The following text could be used as a model for this section: **Not Applicable**

Regular meetings of a general nature may be convened and chaired by the *Supply Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on _____ at _____		
Overall contract progress and feedback	Monthly on _____ at _____		<i>Purchaser, Supplier, and _____</i>

Meetings of a specialist nature 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 manufacture 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.

5.8 Documentation control

Specify how documentation will be identified with an alpha numeric which indicates source, recipient, communication number etc. Provide details of any particular format or other constraints; for example that all contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself. State any particular routing requirements but note from SC who issues what to whom.

Contracts Manager will keep all task orders and delivery notes with invoices in his contract file.

5.9 Health and safety risk management

In addition to the requirements of the laws governing health and safety, the *Purchaser* may have some additional requirements particular to the *goods* and the location where they are to be delivered for this contract. This is a requirement of clause 25.4.

The *Supplier* shall comply with the health and safety requirements [stated here or contained in Annexure _____ to this Goods Information].

Health & Safety - Only applicable when delivery and off-loading take place. The delivery will be scheduled as per the task order. Goods to be packed in boxes which can be handled by hand. Safety induction will be provided to the delivery team.

5.10 Environmental constraints and management

Describe or cross refer to environmental constraints applicable to the *Supplier's* design of the *goods* if not already included in the *Purchaser's* URS.

The *Supplier* shall comply with the environmental criteria and constraints [stated here or contained in Annexure _____]

5.11 Quality

Specify minimum requirements for the *Supplier's* Quality Plan and Work Procedures if required and not already covered in the specifications for the *goods*. State whether ISO compliance is a condition and if so which ISO standard shall apply.

How are we going to quantify this?

5.12 Invoicing and payment

List the information that is to be shown by the *Supplier* on his invoices. State any other requirements relating to payment. For example:

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 showing the amount due for payment equal to that stated in the *Supply Manager's* certificate.

The *Supplier* shall address the tax invoice to *Purchaser* and include on each invoice the following information:

- Name and address of the *Supplier* and the *Supply Manager*;
- The contract number and title;
- *Supplier's* VAT registration number;
- The *Purchaser's* VAT registration number.
- Description of *goods* and *services* provided for each item invoiced based on the Price Schedule;
- 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)

1. *Task order will be created with items required from the supplier.*
2. *A 45# will be created on SAP.*
3. *Task order will be issued to the supplier to sign - this is an agreement that the supplier will deliver the items on the task order.*
4. *The items will be delivered to RT&D as per the task order.*
5. *Delivery note will be compared with the items delivered and the task order.*
6. *If all in order, the invoice will be signed and the Goods Receipt will be processed for payment.*

5.13 Insurance provided by the *Purchaser*

First read SC3 Core Clause 84.1 and then add anything necessary for the management of insurance related issues such as a cross reference to where procedures for making claims can be found. Also provide contact details for persons capable of being able to answer any insurance related queries the *Supplier* may have, as well as to whom the information required by any Marine Insurance may be addressed. **Not Applicable**

5.14 Contract change management

This section is intended to deal with any additional requirements to the compensation event clauses in section 6 of the core clauses; such as the use of standard forms. Not the same thing as documentation control. **Not Applicable**

5.15 Provision of bonds and guarantees **Not Applicable**

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Supplier* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Purchaser* may withhold payment of amounts due to the *Supplier* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Supplier* by the *Supply Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Supplier* does not affect the *Purchaser's* right to termination stated in this contract.

5.16 Records of Defined Cost, payments & assessments of compensation events to be kept by the *Supplier* **Not Applicable**

Read clause 63.2 and 11.2(4) and then state whether the *Supplier* is required to keep any records of Defined Cost. Include any other constraint which may be required in regard to format and filing of the records, and whether access for the *Supply Manager* shall be provided in hard copy or electronically.

6 Procurement **Not Applicable**

6.1 Subcontracting

6.1.1 Preferred subcontractors

SC does not make use of nominated subcontracting, but the *Purchaser* may list which subcontractors or sub-suppliers the *Supplier* is required to enter into subcontracts with (if any). This is usually only required where plant and materials need to be obtained from a particular supplier or group of suppliers in order to comply with operational standards for the *goods*.

6.1.2 Limitations on subcontracting

The *Purchaser* may require that the *Supplier* must subcontract certain specialised work, or that the *Supplier* shall not subcontract more than a specified proportion of the whole of the contract.

6.1.3 Spares and consumables

Some contracts may need to include provision for the supply of a minimum category of spares, fuel, oil or other consumables which the *Purchaser* may need at or just after delivery or commissioning of the *goods* and that it is best the *Supplier* provide these initially as part of his Providing the Goods and Services

6.1.4 Other requirements related to procurement

Other requirements such as ASGISA or socio political enhancements the *Supplier* is to provide as part of Providing the Goods and Services (if any) could be included here.

7 List of drawings **Not Applicable**

7.1 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

This section of the Goods Information will always be contract specific depending on the nature of the *goods* and *services*.

It is most likely to be required for supply contracts where the tendering supplier will have proposed specifications and schedules for the *goods* and *services*, which once accepted by the *Purchaser* prior to award of contract now become obligations of the *Supplier* per core clause 20.1.

This section could also be compiled as a separate file.

STATIONARY INITIAL ITEMS

DESCRIPTION	MATERIAL NUMBER
FILES, HEAVY DUTY WITH DISPO CLIP,TIDY	017355
1 TB 2.5" PORTABLE HARD DRIVE USB SILVER	652855
1450 BLACK PVC LEVER ARCH FILE A4- 70MMB	0610283
54X86 250M LAMINATING POUCHES LE'S	0652847
A3 150M LAMINATING POUCHES	019136/0650848
A4 100PG WIRO NOTEBOOK HARDCOVER	654297
A4 150P WIRO BOOK PERF+PUNCH M	0654311
A4 QUOTATION FOLDER POLYPROPYLENE	521485/0539090
ACCOUNTS PAYABLE STAMP DATED 2019-2029	652785
ARCHIVE BOXES WITH SPAGGETI	655229
BA MANILLA INTERMAIL ENVELOPES 250 IN A	521837
BANTEX TAPE DISPENSER PLASTIC	605337
BATT DCELL:LITHIUM;3 V	221554
BATTERIES ;C, DURACELL,PK OF 2	013856
BATTERIES: 9V, DURACELL,1 PK	144645
BATTERIES: D ;DURACELL, PK OF 2	014413
BATTERIES; DURACELL AA ,PK OF 4	521720
BATTERIES; DURACELL AAA ,PK OF 4	521719
BATTERY: HP CALCULATOR,C2032	0221554
BIN: WASTE PAPER ,KROST MESH, BLK	011906/0522198
BINDER:FILE 2 RINGS,ASSORTED COLOURS A4,	185343
BINDER:GCB C12 COMB BINBER	654165
BINDING ELEMENTS : 51MM, 50 IN BOX	650302
BINDING ELEMENTS: 10MM, 100 IN BOX	0017301/0650381

BINDING ELEMENTS: 12MM ,100 IN BOX	0017303/0650394
BINDING ELEMENTS: 14MM, 100 IN BOX	655239
BINDING ELEMENTS: 19MM, 100 IN BOX	654146
BINDING ELEMENTS: 22MM ,50 IN BOX	654147
BINDING ELEMENTS: 25MM, 50 IN BOX	650321
BINDING ELEMENTS: 45MM, 50 IN BOX	650293
BINDING ELEMENTS: 6MM, 100 IN BOX	650303
BINDING ELEMENTS: 8MM, 100 IN BOX	570682/0650296
BINDING ELEMENTS; 28MM ,50 IN BOX	654144
BINDING: CLEAR COVERS; A4	625767
BOARD CONTAINER: TIDY; A4, 32CM, PER PKT	654102
BOARD PASTEL A4 BOX WHITE	652853
BOARD: PROJECT, ASSORTED COLOURS	654250
BOARD: PROJECT, WHITE	521494
BOND:WHT PAPER A3,80GSM,420X297MM 165REAM	0016511
BOND:WHT PAPER A4,800GSM,210X297MM 160REAM	0016512
BOOK :HARD COVER , A4, JD163, 364 PG,EA	654259
BOOK HARD COVER 384 PAGES PKT OF 3	655290
BOOK: DISPLAY PRESENTATION, A3 ,24 PACKE	652874
BOOK: DISPLAY PRESENTATION, A3, 20 PACKE	655388
BOOK: DISPLAY PRESENTATION, A4, 12 PACKE	652873
BOOK: DISPLAY, A4 20 PACKET,EA	652871
BOOK: DISPLAY, A4,10 PACKET,EA	652873
BOOK: DUPLICATE, CARBON PEN CASH SALES,	017484
BOOK: DUPLICATE, CARBON PEN DELIVERY,A5	654055
BOOK: DUPLICATE, CARBON PEN INVOICE ,A6	654051
BOOK: EXERCISE MARGIN, A4, 17MMT,72 PG	654059
BOOK: INDEX, A4, JD7567,EA	655292
BOOK: INDEX, A5, JD426,EA	655293/021809/650384
BOOK: SHORTHAND NOTE, A5JD145,EA	017482
BOOK; DISPLAY, A4, 30 PACKET,EA	652872
BOX: CASH, 20CM,EA	652875
BOX: CASH, 30CM,EA	654318
BOX: COLLAPSIBLE STORAGE, TREELINE, TM55	655294
BOX: JOB ,OPTIMA ,EACH	654323
BROTHER P-TOUCH HANDHELD 2 LINE LABEL PR	019587

BROTHER TAPE TZ231 BLACK ON WHITE 12MM	019154
CALCULATOR: 10 DIGIT ,EL 334 ,EA	538885
CALCULATOR: DESKTOP, LS80 TE,EA	654031
CALCULATOR: SCIENTIFIC ,EL 531 ,EA	654039
CALCULATOR; PRINTING ,MP1211 DLE, EA	654047
CANON IXUS 175 DIGITAL CAMERA	652858
CD: RE RECORDABLE 700MB, EA	185092
CD: RE WRITABLE 700MB, EA	185091
CHART: FLIP, 30 SHEETS	654286
CHARTS: FLIP CHARTS 50 SHEETS	654281
CLICK ERASER ZE11T	655645
CLIP :BULLDOG,75MM,EA	017240
CLIP: BULLDOG, 25MM, EA	017274
CLIP: BULLDOG,100MM, EA	654004
CLIP: BULLDOG,125MM, EA	654005
CLIP: BULLDOG,150MM, EA	654007
CLIP: BULLDOG,32MM, EA	017412
CLIP: BULLDOG,40MM, EA	654009
CLIP: BULLDOG,50MM, EA	017238
CLIP: BULLDOG,60MM, EA	654013
CLIP: FILE FASTERS ,EA	017241
CLIP: FOLDBACK, 19MM, EA	653905
CLIP: FOLDBACK, 25MM, EA	653907
CLIP: FOLDBACK, 32MM, EA	653912
CLIP: FOLDBACK, 41MM, EA	653915
CLIP: FOLDBACK, 51MM, EA	653916
CLIP: MAGIC, 4.8MM, EA	653919
CLIP: MAGIC,6MM, EA	653922
CLIP: PAPER GEM ,COLOURED, 33MM EA	653925
CLIP: PAPER GEM ,COLOURED, 50MM EA	653931
CLIP: PAPER GEM ,SILVER, 33MM EA	653935
CLIP: PAPER GEM, SILVER ,50MM EA	014272
CLIP: PAPER GEM, WAVY SILVER, 78MM, EA	653944
CLIP: PAPER GEM, WHITE, 33MM, EA	655442
CLIPBOARD: MASONITE,EA	542828
CLIPBOARD: PVC, EA	653960

CONE: FINGER, 1 , EA	0653986
CORDLESS DECT PHONE, COLOUR: BLACK, BLAC	501207
CORRECTION TAPE 5MM X5M	650395
DATER STAMP:TRODAT 5460 TRO5460P	655208
DELI 7506 6-BAND NUMBERING MACHINE	652851
DESK ORGANISER: ROUND 5 COMPARTMENT ,EA	652876
DISPENSER :TAPE, DUAL CORE	605337
DIVIDER A4 PVC 1-12 TAB RAINBOW PKT10	663899/535921
DIVIDER: FILE DIVIDERS 7 TABS A4 -BANTEX	655421
DIVIDER: INDEX PVC, 6083, A-Z,EA	650297
DIVIDER: INDEX PVC, 6085, 1-5,EA	536705
DIVIDER: INDEX PVC, 6089, JAN-DEC,EA	542334
DIVIDER: INDEX PVC, 6089,1-10,EA	539419
DIVIDER: INDEX PVC,10 TAB, 6010,EA	650294
DIVIDER: INDEX PVC,20 TAB, 6013,EA	650295
DIVIDER: INDEX PVC,5 TAB, 6005,EA	650298
DIVIDER: MANILLA, 10 TAB, EA	655415
DIVIDER: MANILLA, 5 TAB, EA	663906
DIVIDERS: POLYPROPYLENE	655421
DRAWER: BUDDI SYSTEM, 6 DRAWER 6	538869
DRAWER:SDS SYSTEM 12 DRAWER	652869
DUSTER: WHITE BOARD, LARGE ,EA	542624
DUSTER: WHITE BOARD, SMALL ,EA	655581
ENVELOPES: C3 WHITE ENVELOPES LOOSE	521790
ENVELOPE MLNG:FLAP;BUFF;GUMMED	158878
ERASER REFILL,CLIC ,ZER 2 ,EA	535020
ERASER:EACH	663902
EXTERNAL LI-ION BATTERY BANK 10000mAh W/	654074
FILE ARCH LEVER: STO AWAY BOX HOLDS 5	654081
FILE FASTENERS 50/BOX TREELINE METAL FIL	017241
FILE TABS AND INSERTS -BAG 25	011100/011104
FILE: EXPANDER ,OPTIMA 13 ,EA	654499
FILE: SOLID PLASTIC CONTAINER,TIDY	654102
FILE: STA ACCESSIBLE, ASSORTED COL ,A4 ,	521786
FILE: STA CONCERTINA, EA	017369
FILE: STA EXPANDER, STG 13 ,EA	654499

FILE: STA LEVER ARCH BOARD, ASSORTED CO	655408
FILE: STA LEVER ARCH ; GREEN POLY ,EA	655236
FILE: STA LEVER ARCH BOARD, 40MM, EA	655233
FILE: STA LEVER ARCH, BLACK, 40MM, 1451,	654140
FILE: STA SPIKE PLASTIC, EA	654150
FILE: STA SUSPENSION FS ,EA	663466
FILE: TIDY, HEAVY DUTY,BOX	019127
FILE: TIDY, MEDIUM WEIGHT ,BOX	158738
FILE: TIDY,EXPANDA, BOX	654164
FILE:STA FLIP,10 POCKET,A4,EA	521503
FILE:STA FLIP,20 POCKET,A4,EA	654170
FILE:STA FLIP,30 POCKET,A4,EA	021820
FILE:STA FLIP,50 POCKET,A4,EA	024771
FILE:STA FLIP,EXECUTIVE,100 POCKET,EA	654178
FILE:STA FLIP,EXECUTIVE,50 POCKET,EA	654187
FILE:STA LEVER ARCH BOARD 70MM EA	017408
FILE:TIDY,LIGHT WEIGHT, BOX	655177
FILE; STA SUSPENSION ,A4 ,EA	017393
FILE; STA SWING CLIP,EA	654200
FILES :STO- ALWAYS, 5 COMPARTMENT	654081
FILES: GIANT ARCH LEVER	013050/655661
FILES:TIDY, 074007	554229
FILM: CLEARSEAL, DC FIX, 45CMX10M, EA	652647
FILM:TYPE;CLEARSEAL,DC FIX,SIZE;45CMX5M,	652649
FLAGS :POST IT ,4 COLOURS ,3M ,EA	521489
FLAGS: SIGN HERE ,ASSORTED COLOURS, EA	020303
FLIP CHART STAND MAGNETIC	012685
FLIP CHART STAND MAGNETIC CASTOR	535499
FOLDER: CARRY ENVELOPE, A4, PLASTIC ,EA	528274
FOLDER: CTP EXECUTIVE CONFERENCE ,EA	654277
FOLDER: FLAP,OPTIMA, EACH	655897
FOLDER: PRESENTATION, 3210 , A4, ASSORTE	654279
FOLDER: SCORED SLOT,ASSRTD COLOURS ,A4 ,	655898
FOLDER: WALLET CARRY,EA	521836/0528274
FOLDER; SECRETERIAL, OPEN 2 SIDES ,EA	654304
GBC LAMG POUCH PREM GLOS A2 150 MIC 100	652852

GEHA LAMINATOR A4 BASIC	655484
GLUE STICK: ADHESIVE SUPER GLUE ,EA	0160217
GLUE STICK; ADHESIVE ,40G,EA	650045
GLUE: ADHESIVE CLEAR ,25ML,EA	650044
GLUE: ADHESIVE PRESTIK, 100G,EA	650328
HARDCOVER ; INDEX, SIZE ;A4 ,192 PAGES	655292
HARDCOVER: A5, 192 PAGES	655293
HARDCOVER: A6, 144 PAGES	538173
HARDCOVER: INDEX, SIZE ;A5, 192 PAGES	650384
HARDCOVER: SIZE A4 192 PAGES	018896
HIGHLTRS:SKYLIGHTS,ASSRTD COLOURS,CL11,E	021817
HIGHLTRS:SKYLIGHTS,WALLET OF 3,EA	535140
HIGHLTRS:SKYLIGHTS,WALLET OF 6,EA	540834
HOLDER: MEMO CUBE,EA	541402
IN/OUT BOARD MAGNETIC 20PEOPL(900X600MM)	660168
INK: BLUE, RED, BLACK.30M	663908
INK: STAMP PAD, BLACK,EA	663909
LABEL: 100X50 TOWER ADDRESS LABEL	159425
LABEL: INSTRUCTION CONFIDENTIAL ,EA	521725
LABEL: NOTORIAL, N40,N50,N60, ASST COLOU	654118
LABEL:INSTRUCTION ,URGENT,EA	655617
LABEL:RE INFRCMNT RINGS,CLEAR PVC,EA	654123
LABEL:RE INFRCMNT RINGS,PAPER,EA	651774
LABEL:RE INFRCMNT RINGS,PVC,EA	654123
LABEL:ROUND,C10,C13,C19,C25,C32 ASSRTD C	654137
LABELS: LASER, WHITE 55MM	655659
LAPTOP COOLER STAND ALIMINIUM	652862
LETTER TRAY: 3 TIER	158814
MACHINE BROTHER D450, 6-18MM TAPE	655632
MACHINE: BROTHER ,HAND HELD 105,UP TO 12	019587
MACHINE: BROTHER ,P TOUCH D450	655632
MACHINE: LAMINATING; A4, H212	655484
MACHINE:LAMINATING A3,H318	655483
MARKER FELT TIP:NON PERMANENT;BLACK;FINE	711467
MARKER ARTLINE 700 PERMANENT	711466
MARKER - ARTLINE PERMANENT MARKER, 70	655389

MARKER : WHITEBOARD ,ASSRTD COL ,55,EA	019584
MARKER :NON PERM,FINE,ASSRTD COLOURS,EA	650346
MARKER :PERM FINE OHP,ASSRTD COLRS,EA	650357
MARKER: CD-DVD SCAN EF,BLACK,EA	650345
MARKER: CD-DVD, BLACK,EA	650344
MARKER: FLIP CHART ,ASSORTED COLOURS ,EA	521487
MARKER: PAINT ,ASSRTD COLOURS, EA	650347
MARKER: PAINT ,GOLD,EA	650348
MARKER: PAINT ,SILVER,EA	650349
MARKER: PAINT ,WHITE,EA	650356
MARKER: WHITE BOARD, WALLET OF 12 ,ASSRT	542407
MARKER FELT TIP:PERMANENT;ASSORTED	650357
MEMORY STICK: USB 32GB	652863
MEMORY STICK: USB, 4GB,EA	532770
MEMORY STICK: USB, 8GB,EA	650359
MEMORY STICK:USB,16GB,EA	650360
MICROSOFT Wrls Mble Mse 1850 black for b	652861
NON LAMINATED TAPE 8MX12MM BLKONWHT L2	013063
NON MAGNETIC WHITE BOARD SIZE 1200X3000	655899
PAD :EXAM WRITING,PUNCHED A4,80 PGS,EA	018897/515936
PAD: WRITING ,SIZE;POST IT, 38MMX51MMT ,	0654326
PAD: WRITING, POST IT,76MMX76MM, 654, EA	654845
PAD:,WRITING,NOTE,POST IT, 76MMX76MM, EA	533285
PAD:WRITING,FLAGS,COLOURS,POST IT,EA	654843
PARKER BALLPEN BLACK MED REFIL	533219
PARROT BUL/NBRD CARP 1200X900 DENIM BLUE	655041
PARROT COMB BINDING MACHINE 20MM RING	551071
PARROT FCHT STAND MAGNETIC STD	012808
PARROT WHITEBOARD MAGNETIC 1500X1200 WHT	655901
PEN :BALL POINT,FINE TIP,ORANGE PENTEL,A	650361
PEN :EYE ROLL ,FINE, ASSORTED COLORS,UB1	655639
PEN :FINE/MEDIUM,SUPERB,ASSRT COLORS ,BK	538694
PEN PILOT FRIXION BALL CLICKER ERASABLE	655478
PEN: CORRECTION,POCKET,7ML ,ZLC21 W,EA	542023
PEN: CORRECTION,ZL31 W 12ML,EACH	536573
PEN: G2 ENERGIE, BL G2 ,PILOT,10 BROAD	655480

PEN: G2, GEL 2-7, ASSORTED COLOURS	650366
PEN: HYBRID C 0.3MM HYBRID STEEL CONICAL	652864
PEN: HYBRID C 0.5MM HYBRID STEEL CONICAL	652865
PEN: HYBRID N 0.5MM HYBRID STEEL NEEDLE	652867
PEN: PENTEL BK 77, SUPERB	014229
PEN: VBALL, PILOT, 0.5MM	655047
PEN: VBALL, PILOT, 0.7MM	655049
PEN:,CORRECTION ,EXTRA FINE,ZL72W,EA	541380
PEN:BALL ,MED TIP,CRYSTALPENTEL,ASSORTED	650363
PEN:BALL POINT,MED TIP,PENTEL,CLICK,ASSO	650362
PEN:G2,GEL INK,ASSORTED COLORS,BL G2 5,E	650366
PEN:HI TECHPOINT,ASSORTED COLOURS,BX V5,	650389
PEN:HYBRID GEL,GRIP,ASSORTED COLORS,EA	650368
PEN:HYBRID GEL,RETRACTABLE,ASSORTED COLO	650369
PEN:HYBRID N 0.3MM HYBRID STEEL NEEDLE T	652866
PEN:SUPER GRIP,RETRACT,ASSRT COLORS,BP G	650383
PEN BALL PNT:BIC CLIC;1 MM;RED;LIQUID	550669
PEN BALL PNT:BIC CLIC;1 MM;BLACK;LIQUID	546605
PENCIL :3B TRADITIONAL, EA	655449
PENCIL LEAD: ASSORTED ,0.5MM ,EA	655444
PENCIL LEAD: ASSORTED, SI0.7MM, EA	158751
PENCIL SHARPENER: DOUBLE HOLE METAL,EA	021802/521184
PENCIL: 2B TRADITIONAL, E	655448
PENCIL: B,TRADITIONAL,EA	655450
PENCIL: CLUTCH,TECHNIClick,0.5MM,EA	535281
PENCIL: SHARPLET A,0.9MM ,PENTEL,0.9MM ,	655569
PENCIL:CLUTCH,HOT SHOT,0.5MM,EA	667291
PENCIL:CLUTCH,HOT SHOT,0.7MM	655451
PENCIL:SHARPLET A,0.5MM,PENTEL,EACH	017448
PENCIL:SHARPLET A,PENTEL;0.3MM,EACH	655446
PINS :INDICATOR, ASSORT COLOURS,15MM,EA	0655656
PINS: DRAWING, 11MM,EA	0655057
PINS: MAP, ASSORT COLOURS, EA	0655657
POCKET VSB INDX FILE:PUNCHED;A4;CLEAR	662618
POUCHES LAMINATING A5	655393
POUCHES: LAMINATING A4, 150 MICRON	534672

PRESENTATION LASER POINTER CORDLESS 20M	652844
GLUE	0202299
PUNCH: HEAVY DUTY PREMIUM ,P240,EA	655626
PUNCH: LIGHT DUTY PREMIUM,P215,EA	655624
PUNCH: REXEL POWER PUNCH 2 HOLE 150 SHEE	654311
PUNCH:MEDIUM DUTY PREMIUM,P225,QUANTITY;	655621
PUNCH:PREMIUM,4 HOLE,P425,EA	536456
PUNCH:TWO HOLE,DP800,EA	542592
PVC FILE (70MM) ESSELTE A4 PROLYPROPYLEN	019128
PVC FILES (70MM) ASSORTED COLOURS	024522
PVC FILES 4 HOLES ASSORTED COLOUR	655909
R330-NAL POP UP NEON PINK	0542374
RECORDERS: OLYMPUS DIGITAL VOICE, DM650	655633
REFILL: PEN,SUPER GRIP ,RETRACT,ASSRT CO	650383
REFILL:,MEMO CUBE	536009
REFILL:PEN G2 GEL INK, ASSORTED COLORS,	650366
REFILL:POP UP POST IT,ASSORT COLOURS,EA	654326
BAND:ELASTIC 10,100G EA	655531
BAND:ELASTIC NO 34 64MM	655470
RULER: SHATTERPROOF,30CM,EA	650385
RULER: STAINLESS STEEL; 30CM ,EA	650386
SCISSORS: ORANGE HANDLE,212MM,EA	650387
SCISSORS: SMOKED HANDLE, 212MM, EACH	650388
SELLOTAPE :BUFF,48X100,EA	650391
SELLOTAPE: BUFF,48X50,EACH	650390
SELLOTAPE: CLEAR ,24MMX66MM,EA	650393
SELLOTAPE: CLEAR, 12MMX66MM ,E	650392
SELLOTAPE:PACKEGING CLEAR	599844
SELLOTAPE:PACKEGING BUFF	599845
SFS PLASTIC CONTAINER A4 GREY	0654102
STAMP PAD: LARGE HORSE	0655209
STAMP PAD: NO 3,PLASTIC,EA	0655210
STAMP PAD:NO 2 METAL,EA	0655211
STAMP PAD:NO 3 METAL,EA	0655212
STAPLE REMOVER: EA	667293
STAPLER : REXEL OFFICE SQUALE 56	535680

STAPLER :BUDDY,EA	655040
STAPLER: 210 JUNO PLUS	655046
STAPLER: HD210, EACH	655051
STAPLER: REXEL GIANT H/D STAPLER	655054
STAPLES 23/17	024467/0655761
STAPLES NO. 56 26/6MM	014247/013087
STAPLES NO. 66/11	0655917
STAPLES NO. 66/14	0655918
STAPLES SIZE 26/6	682807
STAPLES: 23/10, EA	655074
STAPLES: 23/6, EA	0655580
STAPLES: 66/8, EA	0655068
STAPLES: HEAVY DUTY, GIANT,EA	017875
STORAGE BOX: BANKERS KRAFT	655074
STORAGE BOX: JUMBO DOCUMENT	654386
STORAGE BOX: LEVER ARCH, JUMBO DOCUMENT	019127
STORAGE BOX: LEVER ARCH, JUMBO,TIDY, PER	655078
STORAGE BOX: OFFSITE	654409
TABS PACKETS: OPTIFILE SPEED, 21MM	0017394
TAGS: BUFF, NO5, 121X60	655080
TAGS: KEY IDENTITY	537075
TAPE :BROTHER DK 222050	655142
TAPE :P TOUCH , M-K221	536636
TAPE: BROTHER TZ 221,BLACK ON YELLOW ,9M	655138
TAPE: BROTHER TZ 641,BLACK ON YELLOW ,18	238260
TAPE:BROTHER ,MK221	536636
TAPE:BROTHER TAPE TZ251,24MM BLACKONWHIT	501205
TIDY:LIGHT WEIGHT CREAM FILE TOKAI 160G	655132
TOOL GUN: MAGIC, 4.8MM, EA	663904
TOOL GUN: MAGIC,6MM, EA	663905
TOWEL PPR:DISPOSABLE, ROLL;WD 270 MM	672298
TRODAT 5208 S/INKER TRO5208	652785
TWINLOCK: FROSTED SHEETS, CLEAR, PVC ,A4	664490
TWINLOCK: FROSTED,CLEAR PVC,A4, PK 100	0655427
WALLET: DOCUMENT, A4, B3436	0650301
WHITE BOARD:CLEANER,PARROT,EA	0020304

WRITING PAD: TELEPHONE MESSAGE ,JD197,EA	0654498
Pilot G2- Gel ink med Black Pen	0655480
Bantex Plastic Pockets A4	017266
White punched Flip chart paper (perforated at head, drilled two holes)	0537605
A4 ENVELOPES	0515935
A4 PRINTING LABELS	0018116
RULER CLEAR 30CM	0542398
INTERNAL OFFICE MAIL ENVELOPS	0521837
A4 printing paper	0522252
A3 Printing paper	0016511
PENCIL: HB,TRADITIONAL,EA	054037