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C3.1: *PURCHASER'S* GOODS INFORMATION

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1 Overview and purpose of the *goods and services*

This contract is for: The design, development, manufacture, integration, testing at works and site, development of user documentation, training of NTCSA personnel, supply, delivery, off-loading and if required, installation and commissioning of Lithium phosphate batteries on an “as and when required” basis for a production period of (4) years. The batteries shall be used with the existing battery chargers at different sites, these battery chargers are High Frequency Switch Mode and Thyristor or Phase controlled chargers

Work associated with this contract shall be undertaken at the Supplier's South African offices/factory.

2 Specification and description of the *goods*

The following specification shall be used -240-170000103, Lithium-ion Phosphate (LFP) Batteries Standard. The site specific loading requirement for Britskop RS and Uitvalskop RS is outlined on the following document 559-202871455. The supplier is required to meet the loading requirement as outlined on document 559-202871455.

2.1 *Purchaser's design*

The design, manufacture at works, testing, quality assurance, delivery to site, off-loading, installation, commissioning, development of training material and provision of training for Lithium-ion Phosphate Batteries for Britskop Radio Site and Uitvalskop Radio Site (RS) and other NTCSA sites that may be included later.

User documentation shall, inter-alia, include:

- Drawings. (General assembly; block diagram showing components, wiring diagram and operation manuals or instructions).
- QA inspection report
- Production or Factory test certificate.
- Battery Routine factory acceptance Test procedure
- Battery Routine Type Test procedure (where applicable)

A detailed specification of the requirements for the goods to be supplied is provided in the following Eskom standards and drawings:

1. 240-170000103_1, Technical Schedule A&B for Lithium-ion Phosphate (LFP) Batteries.
2. 240-170000103, Lithium-ion Phosphate (LFP) Batteries Standard.
3. IEC 62619:2017, Secondary cells and batteries containing alkaline or other non-acid electrolytes – Safety requirements for secondary lithium cells and batteries, for use in industrial applications.
4. IEC 62620:2014, Secondary cells and batteries containing alkaline or other IEEE-1613, Communication networking devices in electrical power substations, IEEE, Latest.
5. IEC 1632-1: 2005, Batteries Part 1: General information – Definitions, abbreviations and symbols
6. SANS 10108:2014, The classification of hazardous locations and the selection of apparatus for use in such locations

7. SANS 10119:2011, Reduction of explosion hazards presented by electrical equipment – Segregation, ventilation and pressurization
8. SANS 60086-4:2016, Safety of Lithium batteries
9. 240-61182045, Maintenance Engineering Standard for batteries and chargers
10. 240-89797258, The safe handling, transportation and disposal of cells, batteries and electrolyte
11. 240-56177186, Battery Room Standard
12. 240-56176852, Essential Power Supplies for Power Stations Standard
13. 240-118870219, Standby power systems topology and autonomy for Eskom
14. 240-56362221, Standard for safety signs used in DC applications

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

The supplier to develop and submit to the Purchaser drawings for different configurations stated in the specification and confirmed by a valid purchase order by the Purchaser's end user. The *Purchaser* must approve all design drawings and diagrams prior to commencement of manufacturing. The *Purchaser* provides confirmation of orders with other suppliers for equipment that has relevance to the *Supplier's* project.

The *Supplier* validates the orders received from the *Purchaser* against the project documentation and confirms that all requisite orders have been received. The *Supplier* confirms that all requisite orders for the project with other suppliers have been issued. The supplier to provide order condition report to the Purchaser on intervals to be determined during contract negotiations.

2.3 Other requirements of the *Supplier's* design

The *Supplier* shall maintain a record of all products and their constituent electronic devices supplied on this contract. The record shall include product designations, serial numbers, and manufactured dates. Details shall be kept of the part/model numbers, serial numbers, and firmware versions of all electronic devices. The record shall be available to the *Purchaser* on request at no charge. The *Supplier* shall maintain a record of all settings and configurations of all devices delivered on this contract. This shall apply to the total Contract Duration.

The *Supplier* familiarises himself with the standards and concepts of the coding system as applied by the Employer. Codification and labelling of all equipment and documentation supplied is part of the Works and is the responsibility of the *Supplier*. The equipment codification, labelling and nameplate shall be in accordance with requirements stipulated in 240-62629353: Specification for panel labelling standard (Rev 1).

2.4 Use of *Supplier's* design

The *Purchaser* shall hold the Intellectual Property rights to all designs and documentation developed by the *Supplier* or his sub-Supplier(s) in relation to this contract. The *Purchaser* shall be entitled to copy part or all of the above designs and documentation to be used in other designs, possibly with other suppliers.

All designs, drawings and other technical information relating to the goods, including the software provided by the *Supplier* under the Contract, and the intellectual property rights therein made or acquired by the *Supplier* prior to or during the preparation of the proposal or tender or in the course of work on the contract shall be and remain the property of the *Supplier* or the original software providers.

The *Purchaser* and his appointed representatives and sub-Suppliers may use the *Supplier's* product specific documentation for the purpose of operating and maintaining the goods (excluding the rights to reproduce the *Supplier's* products, or parts thereof). In the event the goods include software, the *Purchaser* and his appointed representatives and sub-Suppliers shall have the non-exclusive, non-transferrable right to use such software for the purpose of applying, operating and maintaining the goods. The *Purchaser* and his appointed representatives and sub-Suppliers shall in no event modify, decompile or reverse engineer any software. The *Supplier* is not obliged to deliver source code.

2.5 Manufacture & fabrication

The *Supplier* orders project material and undertakes the construction of the scheme or products in accordance with the standard designs. Manufactured products are assembled in a holding area at the *Supplier's* factory.

2.6 Factory acceptance testing (FAT)

The *Purchaser's* Project Manager may elect to inspect each system before dispatch shipment. This inspection entails a thorough check to ensure complete compliance with this Works Information, respective schedules A and B, and approved manufacturer's drawings. The *Purchaser's* Project Manager requires at least 4 week's prior notice of the date on which any system is ready for testing and quality inspection. A further period of 5 days is allowed for the inspection of each system and the manufacturing period must take this time into account.

Type Testing shall be performed by the OEM in compliance to the requirement's stipulated in 240-170000103, Lithium-ion Phosphate (LFP) Batteries Standard and 240-170000103_1, Technical Schedule A&B for Lithium-ion Phosphate (LFP) Batteries at no cost to the Employer. The *Supplier* shall perform a routine (FAT or SAT) acceptance test for all equipment and test reports supplied to the *Purchaser's* Project Manager prior to factory dispatch release or handover respectively. Where the *Purchaser's* Project Manager

requires onshore local FAT / SAT tests for an imported commodity, the *Supplier* shall allow provision of the specified onshore local tests in the pricing schedule line costs.

All testing and commissioning facilities shall be provided by the *Supplier*. All equipment Type, FAT and SAT test reports shall be submitted for acceptance by the *Purchaser's* Project Manager. Approval shall be obtained from the appointed *Purchaser's* Project Manager Representative before the system(s) can be dispatched from the factory to an Eskom site.

2.7 Other tests and inspections and commissioning in place of use

Each product shall be subject to testing as deemed necessary by the *Supplier* to ensure the correct operation of the equipment. Such tests shall be witnessed by the *Purchaser's* representatives, if deemed necessary by the *Purchaser*. When required, the equipment shall be installed and commissioned by the *Supplier* in accordance with the requirements stipulated in the 240-170000055–*Installation and Commissioning of Power Electronics Equipment*. The results of the site tests performed during commissioning will be documented and a copy is included in the engineering files. The *Purchaser's* Project Manager only accepts the equipment once all the site tests are completed successfully, and all the required documentation has been completed. The *Supplier* provides one (1) week for normal defect correction and 8hrs response time for emergencies

2.8 Operating manuals and maintenance schedules

Operating manuals and maintenance schedules shall be made available to the *Purchaser* in soft or hard copy per Purchase Order. *The Supplier* shall provide the *Purchaser* with all setting and configuration files for all devices for each order for which he provides engineering services.

3 Supply Requirements

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

The *Supplier* shall offer specialized training on the design (system design and sizing), installation, commissioning maintenance and repair of the systems offered. On completion of the course the *Supplier* shall certify or accredit the identified *Purchaser* representatives in the repair and maintenance of the equipment offered.

The *Supplier* must offer training in the Republic of South Africa. The training provided will meet the standard of the OEM and will be authorized by the *Purchaser* to conduct all operating and maintenance activities, and major overhauls. The operator training will be provided with the unit being commissioned. The training will be available to any of *Purchaser's* personnel. The person responsible for presenting the training is trained, competent and certified by the OEM.

Specialized training shall be made available to *Purchaser's* maintenance and engineering personnel. This training shall include the knowledge and skills to enable individuals to adjust the internal parameters of the

equipment to meet specific field conditions and to load firmware upgrades as and when required. The necessary configuration tools shall be provided to authorize staff to change these internal parameters. Trained and authorized personal will be issued the required passwords to effect the changes.

All training must be SETA accredited. The training must be available for a period of 4 years following the start of the contract. Following this period all training material must be handed over to the *Purchaser*.

The first course shall be offered to a core group of not more than (x8) *Purchaser's* representatives. The first course material and course facilitator presenter shall be evaluated prior and post course presentation respectively by the *Purchaser's* training and development committee. The course shall be suitable for CPD accreditation.

The *Supplier* shall indicate to the *Purchaser*, the required levels of training, for the different categories of operation, maintenance, and repair for the products on offer. The cost of all training and accreditation courses shall be itemised per category of training and repair in the tender submission and pricing schedules at a location determined by the Employer

5 Constraints on how the *Supplier* Provides the Goods

5.1 Programming constraints

Successful completion of tests and inspections and commissioning in place of use (see Section 2.7) (including correction of defects), with sign-off by the *Purchaser's* representatives, if required, shall signify completion of the factory portion of the goods, and shall signify product readiness for packaging and delivery.

5.2 Work to be done by the Delivery Date

The *Supplier* shall deliver the goods to locations designated by the *Purchaser*, generally NTCSA sub stations, Telecomms sites and or stores. The following conditions shall apply:

- a) The goods shall be off-loaded by the *Supplier* and erected at designated locations within the substation control building. Off-loading at a store will be to the door of the store.
- b) In the case of installation, the goods shall be off-loaded by the *Supplier* and installed in the designated panel area within the substation control building.
- c) The *Supplier* shall comply with all relevant access control and safety standards as applicable per site.
- d) The goods shall be packaged and transported so as to protect them from damage, specifically preventing harmful shocks and bumps and exposure to moisture.
- e) Lifting and trolley facilities shall be provided by the *Supplier* for moving panels from the truck into position in the substation/store. Rolling on pipes is not permitted.
- f) In the case of erection at a substation, the *Supplier* shall secure panels to the floor in their final positions via rawl bolts or an alternate permanent fixing method that is approved by the *Purchaser*.
- g) The *Supplier* shall touch up all minor scratches to paint using a method approved by the *Purchaser*.

h) Goods Receipt shall be issued on completion of the site erection/installation/off-loading at a store. Should the *Purchaser* not elect to order delivery, off-loading and site erection, then the goods shall be made available for collection from the *Supplier's* premises. The *Supplier* shall inform the *Purchaser* of any specific requirement for third parties undertaking the collection, delivery, off-loading and site erection of the goods.

The following goods and tasks are excluded:

- a) Supply of chequer plates over cable trenches in substation buildings.
- b) Provision of supports for panels on computer flooring.
- c) Supply and installation of external panel earthing (from panels to substation earths). Internal panel earths are included in the standard designs and shall be provided.
- d) Knocking out of cable gland holes.

5.3 Marking the goods

All goods and materials must be properly marked with all the necessary order information before delivery to site or store. The marking shall as a minimum include Contract Number, Purchase Order number, Substation or Stores name (where applicable) the *Purchaser's* representative Name and Contact Details.

5.4 Constraints at the delivery place and place of use

5.4.1 *Purchaser's* Site entry and security control, permits, and Site regulations

The *Supplier* shall comply with all stipulations of the applicable *Purchaser's* site in this regard.

5.4.2 Restrictions to access on Site, roads, walkways and barricades

The *Supplier* or *Supplier's* representative shall, pending fulfilment of section 5.4.1, be granted access to the *Purchaser's* site. Substation or Radio Site access shall be limited to the roadway leading up to the control building, and access to the control building for the express purpose of erecting the goods. The *Supplier* or *Supplier's* representative shall not be permitted access to the E/HV substation yard and shall not in any way interfere with existing equipment within the control building or substation at large. The *Supplier* or *Supplier's* representative shall work under the authorisation of an authorised *Purchaser's* representative whilst on the *Purchaser's* site.

The *Supplier* shall comply with any other health and safety regulation applicable on site and ensure that he has a permit to work before any work can take place.

5.4.3 People restrictions on Site; hours of work, conduct and records

The *Supplier* shall keep a record of all the names of the people representing the *Supplier* and working on site, including those of his subcontractors. The Supply Manager can have access to such records at any time.

Normal working hours are weekdays from 07h30 to 16h30. Arrangements for alternative hours of work should be made in advance with the relevant NTCSA project manager or supervisor in charge and the Supply Manager should be notified of such changes.

The *Supplier* shall always follow the Eskom cardinal rules when on the *Purchaser's* premises. Further site-specific details will be included in the purchase orders for each site.

5.5 Cooperating with Others

The *Supplier* is required to coordinate deliveries of goods and services with the relevant parties within NTCSA.

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

All Goods must be securely packed before transporting by road to site or store, as specified per batch order. If the *Supplier* is required to deliver and off-load, they must ensure that they use transport with proper off-loading facilities.

The *Supplier* shall issue corporate software licence(s) to the *Purchaser*, as required to configure, test, commission, operate and maintain the equipment. The licence shall be valid for the lifetime of the equipment; licence renewal shall not be necessary. The *Purchaser* shall have the right to freely copy and distribute the software for use within Eskom and by consultants contracted to the *Purchaser*. The *Supplier* shall provide software support for the full lifetime of the equipment. This shall include required software upgrades to mitigate operating system and/or firmware obsolescence. All software shall be compatible with Microsoft Windows 10 operating systems and shall also keep up to date with future Microsoft Windows OS releases.

The *Supplier* shall inform the *Purchaser* of any software, firmware or hardware update that becomes available for the equipment used on the contract. The *Supplier* shall provide the *Purchaser's* technical representative with reasons for the change, shall provide details of the change, and shall declare all associated effects (e.g., impact on performance, communications, settings, and interoperability with previous versions). The *Supplier* shall have at least more than one local skill with specialist knowledge. The specialist knowledge shall include but not be limited to the overall life cycle of the solutions, including:

- a. Ordering options.
- b. Configurations and settings and,
- c. Commissioning and maintenance.
- d. Training

5.7 Management meetings

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

Documentation shall be identified using the code: **CORP XXXX** [Sender] [Receiver] [Party E = Eskom, X = Supplier] yyyy-mm-dd-[index]. 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.

Documentation shall be exchanged freely between the relevant parties except that all correspondence relating to or affecting contract pricing shall be routed through the Supply Manager. All contractual communications shall be properly compiled and provided by letter and attached to email and not as a message in the email itself.

The *Supplier* shall provide the technical documentation as stipulated in the technical standard 240-170000103, *Lithium-ion Phosphate (LFP) Batteries Standard*, documentation provided by the *Supplier* shall be in searchable electronic format. Product brochures and documentation need only be submitted electronically if the volume of such material is substantial. Electronic formats are required for all documentation.

The *Supplier* shall maintain a field failure management system as a Key Performance Indicator. The *Supplier* shall produce a monthly order condition report on supplied equipment and equipment, or modules received from the Purchaser for repairs.

5.9 Health and safety risk management

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

When working at Eskom sites, the *Supplier* shall comply with the health and safety requirements contained in the following rules and procedures:

- a) 240-62196227 Life saving rules
- b) 32-727 SHEQ Policy
- c) Eskom contractor Health and Safety requirements standards 32-136
- d) SHE specification provided
- e) Occupational Health and Safety Act 85 of 1993
- f) Compensation for Occupational Diseases and illnesses Act 130 of 1993
- g) Eskom Procedure on Vehicle and Driver Safety Management 240-62946386
- h) 32-345 Eskom Specification on Vehicle Safety
- i) Tobacco Products Control Act 83 of 1993 (updated 2011.05.19)

5.10 Environmental constraints and management

The *Supplier* shall comply with the environmental criteria and constraints stated in the following rules and procedures: 41-120 Environmental Requirements for the Procurement of Assets, Goods and Services.

In addition, the Contractor is required to ensure that all goods, services or works supplied in terms of this contract also conform to all applicable environment legislation(s), 32-727: Eskom SHEQ Policy and National Environmental Management Act 107 of 1998.

NTCSA does not allow a methyl bromide (MB) treated wooden packaging products (crates). For each delivery, the Contractor must use Heat Treated packaging in accordance with ISPM No. 15.

ISPM 15 is the 'International Standards for Phytosanitary measures publication No: 15 Guidelines for Regulating Wood Packaging Material in International Trade. ISPM 15 regulates the global spread of timber pests by regulating the movement of timber packaging and dunnage in international trade.

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

5.11 Quality

The quality requirements applicable are comprised in the Eskom standard. The *Supplier's* Quality Management System shall, as a minimum, be documented in accordance with ISO 9001: 2015. It is preferred that the Quality Management System shall have been certified by an ISO accredited body. Should the *Supplier's* Quality Management System not be accredited at Contract Date, the parties shall agree to a date by when this shall be achieved. The Supplier's Quality Management System shall be in accordance with Eskom standard QM-58.

5.12 Invoicing and payment

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)

5.13 Insurance provided by the *Purchaser*

Refer to Clause 8 Risks, liabilities, indemnities and Insurance of "C1.2 SC Contract Data".

5.14 Contract change management

Products relating to this contract shall generally be subject to a design freeze for the duration of the contract. This includes standardisation of all hardware, firmware and software of products. Any modification shall be subject to the complete retesting of the product as per its original acceptance by the *Purchaser*, if deemed necessary by the *Purchaser*. In the event of a change request being initiated by the *Supplier*, all costs, except for those associated with witnessing/verification by the *Purchaser*, shall be for the *Supplier's* account.

The *Purchaser* shall not be obliged to undertake the evaluation of new firmware versions or new versions of hardware or software for each new version released by the *Supplier*. This decision shall be taken by the *Purchaser's* appointed technical representative. Updated product firmware or hardware shall not be considered for evaluation by the *Purchaser* unless supported by updated product documentation describing all new or altered features.

5.15 Provision of bonds and guarantees

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*

6 Procurement

6.1 Subcontracting

6.1.1 Preferred subcontractors

Not Applicable

6.1.2 Limitations on subcontracting

Not Applicable

6.1.3 Spares and consumables

The *Supplier* shall comply with the spares requirements as stipulated in 240-170000103, *Lithium-ion Phosphate (LFP) Batteries Standard*, whereby the spares shall be available for a period of at least 10 years subsequent to delivery of the last unit to the Employer. The *Supplier* shall at tender submission, provide an OEM authorised letter confirming compliance to the technical spare's requirement.

The *Supplier* supplies the *Purchaser's Project Manager* with a detailed complete spares list required in order to maintain the equipment for its intended lifespan. This list of spares is supplied before the delivery of the first system. All the programming devices, software and hardware, test equipment and tools are handed to the *Purchaser's Project Manager* in full working order prior to the installation of any system. The *Supplier* includes the operating instructions and procedures for all test equipment and tools supplied

The *Supplier* shall provide an OEM authorised letter confirming the production design life for the products offered:

- a) That the products offered are still in production and fully supported.
- b) Year of product release.
- c) Year where the product will no longer be manufactured and deemed obsolete.

The *Supplier* shall at the earliest opportunity formally notify the *Purchaser* of equipment identified as obsolete by the OEM. The warranty requirements are stipulated in 240-53114248 Rev 3. The *Supplier* shall as a tender submission for all equipment offered submit an out of warranty repair letter defining the categories of repair and component fault finding methodology per category. The letter shall include offered repair turnaround times and warranties on repair. The cost of the repairs shall be itemised per category in the pricing schedules.

The *Supplier* shall state the extent to which repairs can be effected at the *Supplier's* local works, including the capability and equipment that the *Supplier* possesses to effect such repairs. The *Supplier* shall, for all repair work, inform the *Purchaser* of the exact nature of the failure, how such failure was remedied and how these failures, and other similar failures, can be prevented. All spares shall be delivered in approved cases suitable for storing such parts over a period of 10 years without damage or deterioration.

6.1.4 Other requirements related to procurement

Not Applicable

6.1.5 Cataloguing requirements by the *Supplier*

Not Applicable

7 List of drawings

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

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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.
