NEC3 Term Service Contract (TSC3)

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

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

for **Provision, implementation, integration, migration, licensing/subscription, support and managed evolution of an Integrated Business Transformation Solution (IBTS)**

Contents:		**No of pages**
Part C1	**Agreements & Contract Data**	**2-20**
Part C2	**Pricing Data**	**21-24**
Part C3	**Scope of Work**	**25-60**

CONTRACT No. **[Insert at award stage]**

PART C1: AGREEMENTS & CONTRACT DATA

Contents:

		No of pages
C1.1	Form of Offer and Acceptance	2-4
	[to be inserted from Returnable Documents at award stage]	
C1.2a	Contract Data provided by the *Employer*	5-18
C1.2b	Contract Data provided by the *Contractor*	19-20
	[to be inserted from Returnable Documents at award stage]	
C2	Pricing Data Option A	21-24
C3.1	Employers Service Information	25-60

C1.1 Form of Offer & Acceptance

Offer

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

Provision, implementation, integration, migration, licensing/subscription, support and managed evolution of an Integrated Business Transformation Solution (IBTS)

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto and by submitting this Offer has accepted the Conditions of Tender.

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 *Contractor* 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.

Options A	The offered total of the Prices exclusive of VAT is	**Rate based**
	Sub total	**Rate based**
	Value Added Tax @ 15% is	**Rate based**
	The offered total of the amount due inclusive of VAT is	**Rate based**
	(in words) **Rate based**	

This Offer may be accepted by the Employer 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 *Contractor* 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 .....

Tenderer's CIDB registration number: .....

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor 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 Employer 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: Service Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer 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 Employer'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 Employer			
	(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 *Employer* 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 Employer 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 Employer 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 Employer 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 Employer**
Signature	.....	.....
Name	.....	.....
Capacity	.....	.....
On behalf of	..... *(Insert name and address of organisation)*	..... *(Insert name and address of organisation)*
Name & signature of witness	.....	.....
Date	.....	.....

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	**W1: Dispute resolution procedure**
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X3: Multiple currencies
		X4: Ultimate holding company guarantee
		X13: Performance Bond
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		X20: Key Performance Indicators
		Z: *Additional conditions of contract*
	of the NEC3 Term Service Contract April 2013 (TSC3)	
10.1	The *Employer* 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 *Service Manager* is (name):	**Kwena Seema**
	Address	**Megawatt Park, Maxwell Drive, Sandton, Johannesburg**
	Tel	**+27 11 800 8111**
	Fax	**N/A**

	e-mail	**SeemaKM@eskom.co.za**
11.2(2)	The Affected Property is	**Sites Operated by the Distribution Division of Eskom Holdings SOC Ltd**
11.2(13)	The *service* is	**Design, configure, integrate, implement, test, deploy, support and progressively optimise an Integrated Business Transformation Solution (IBTS) for EDx Edge and Serve Retail Businesses.**
11.2(14)	The following matters will be included in the Risk Register	**As identified by the parties from time to time and recorded in the Site-specific Risk registers**
11.2(15)	The Service Information is in	**Part 3: Scope of Work and all documents and drawings to which it makes reference.**
12.2	The *law of the contract* is the law of	**the Republic of South Africa**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**2 week**
2	**The *Contractor*'s main responsibilities**	**Data required by this section of the core clauses is also provided by the *Contractor* in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data**
3	**Time**	
30.1	The *starting date* is.	**Date of last signature on this document**
30.1	The *service period* is	**5 years**
4	**Testing and defects**	**Refer to core clause 40 of the main TSC3**
5	**Payment**	
50.1	The *assessment interval* is	**After completion of each Task Order or agreed intervals per project agreed to between the Contractor and the Project Manager.**
51.1	The *currency of this contract* is the	**South African Rand**
51.2	The period within which payments are made is	**Payment period: EMEs/QSEs are paid within two (2) weeks; LMEs are paid within four (4) weeks.**
51.4	The *interest rate* is	**the publicly quoted prime rate of interest (calculated on a 365 day year) charged by 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** **(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 mutatis mutandis 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
6	**Compensation events**	**Refer to core clause 60 of the main TSC3**
7	**Use of Equipment Plant and Materials**	**N/A**
8	**Risks and insurance**	
80.1	**These are additional *Employer*'s risks**	1. Availability, completeness, quality and accuracy of Employer-provided legacy data required for migration, cleansing, reconciliation and validation, where such data quality deficiencies are not caused by the Contractor. 2. Availability and performance of existing or retained Eskom systems and interfaces with which the Contractor is required to integrate, to the extent that such systems or interfaces remain under the control of the Employer or its other service providers. 3. Timely provision by the Employer of access to relevant Eskom systems, environments, facilities, information, records and suitably authorised personnel reasonably required for the Contractor to Provide the Service. 4. Timely Employer decisions, approvals and acceptance activities, including business, architecture, cybersecurity, data, integration and operational approvals required in accordance with the agreed programme. 5. Availability of Employer business and technical resources, including process owners, subject-matter experts, data owners and users required for requirements validation, design decisions, testing, migration validation, training and acceptance. 6. Changes to Employer-controlled business processes, policies, organisational structures, governance requirements or retained-system arrangements after the applicable baseline has been agreed, where such changes materially affect the Contractor's performance of the Service. 7. Failure, delay or non-performance by third parties appointed or controlled by the

		Employer, including providers of retained systems, infrastructure or services on which the Contractor's performance is dependent, except where management of such dependency is expressly included in the Contractor's Service Information. 8. Employer-controlled constraints affecting migration, cutover or decommissioning of legacy systems, including the Employer's decision to retain a legacy system or delay its retirement where the Contractor has satisfied the applicable contractual exit or migration criteria.
9	**Termination**	**Refer to core clause 90 of the main TSC3**
10	**Data for main Option clause**	
A	**Priced contract with price list**	
20.5	The *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no longer than	**4 Weeks (The forecast to show, at minimum, the approved contract ceiling, issued Task Orders, completed work, amounts paid, committed expenditure, forecast final cost, remaining balance and anticipated Task Orders)**
11	**Data for Option W1**	
W1.1	The *Adjudicator*	**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	
W1.2(3)	The *Adjudicator nominating body* is:	**the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.**
W1.4(2)	The *tribunal* is:	**arbitration**
W1.4(5)	The *arbitration procedure* is	**the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.**
	The place where arbitration is to be held is	**Sandton 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.**

12 Data for secondary Option clauses

X1 Price adjustment for inflation

X1.1 The *base date* for indices is **The escalation is effective 16 months from the base date as per the Procurement Instruction 03 of 2024.**

The proportions used to calculate the Price Adjustment Factor are:

proportion	linked to index for	Index prepared by
0.55	**Labour – All Hourly-Paid Employees (Actual Cost)**	**SEIFSA (Table C-3(A)**
0.30	**Consumer Price Index**	**Table D-3-CPI**
0.15	**Fixed/non-adjustable**	
1.00	**Total**	

X2 Changes in the law

A change in the law of the country in which the Sites are located is a compensation event if it occurs after the Contract start Date. The Project Manager may notify the Contractor of a compensation event for a change in the law and instruct him to submit quotations. If the effect of a compensation event which is a change in the law is to reduce the total defined costs, the Prices are reduced.

X3 Multiple currencies

X3.1 The *Employer* will pay for these items or activities in the currencies stated

Items & activities	Other currency	Maximum payment in other currency

X3.1 The *exchange rates* are those published in **[•] on [•] (date)**

[•] on [•] (date)

The items & activities will be paid in the other currency
- to a foreign Bank account nominated by the Contractor

		- to a valid SARB approved CFC account in South Africa **- in accordance with an alternative payment method agreed with the Employer before the Contract Date.** **(select one of the three methods as agreed with the successful tenderer prior to contract award and delete the others and this note)**
X13	**Performance bond**	**The amount of the performance bond is 10% of the approved contract ceiling, excluding VAT, as adjusted in accordance with this contract.**
X17	**Low service damages**	
X17.1	The *service level table* is in	**Appendix 1 – Page 57-58**
X18	**Limitation of liability**	
X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to	**R0.0 (zero Rand)**
X18.2	For any one event, the *Contractor*'s liability to the *Employer* for loss of or damage to the *Employer*'s property is limited to	**the amount of the deductibles relevant to the event**
X18.3	The *Contractor*'s liability for Defects due to his design of an item of Equipment is limited to	**The greater of** • **the total of the Prices at the Contract Date and** • **the amounts excluded and unrecoverable from the *Employer*'s insurance (other than the resulting physical damage to the *Employer*'s property which is not excluded) plus the applicable deductibles**
X18.4	The *Contractor*'s total liability to the *Employer*, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	**the total of the Prices other than for the additional excluded matters.** **The *Contractor's* total liability for the additional excluded matters is not limited.** **The additional excluded matters are amounts for which the *Contractor* is liable under this contract for** • **Defects due to his design, plan and specification,** • **Defects due to manufacture and fabrication outside the Affected Property,** • **loss of or damage to property (other than the *Employer*'s property, Plant and Materials),** • **death of or injury to a person and** • **infringement of an intellectual property right.**

X18.5	The *end of liability date* is	**5 years after the end of the *service period*.**
X19	**Task Order**	
X19.5	The *Contractor* submits a Task Order programme to the *Service Manager* within	**10 working days of receiving the Task Order or SAP purchased order**
X20	**Key Performance Indicators**	
X20.1	The *KPI table* is in	**Appendix 2 – Page 59-60**
Z	**The *additional conditions of contract* are**	**Z1 to Z14 always apply.**

Z1 Cession delegation and assignment

Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer.*

Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* 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 *Contractor* 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 *Employer* for the performance of this contract.

Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.

Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor*'s B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.

Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.

Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor*'s obligation to Provide the Service.

Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

Z4.1 The *Contractor* 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 *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

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

Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* 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 *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

Z6 Health, safety and the environment: Add to core clause 27.4

Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:

- accepts that the *Employer* may appoint him as the “Principal Contractor” (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) (“the Construction Regulations”) for the Affected Property;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, 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 the *service*; and
- undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and 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 *Contractor’s* direction and control, likewise observe and comply with the foregoing.

Z6.2 The *Contractor*, in and about the execution of the *service*, 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 *Contractor’s* direction and control, likewise observe and comply with the foregoing.

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

Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer*'s procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.

Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* 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 *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The *Contractor* (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 *Employer*'s VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

Z8.1 Delete the last paragraph of core clause 61.3 and replace with:

If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.

Z9 *Employer's* limitation of liability

Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z9.2 The *Contractor*'s entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer*'s liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

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

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

Z11 Ethics

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing Party means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,

Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z11.2 The *Employer* may terminate the *Contractor*'s obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor*'s obligation to Provide the Services for this reason.

Z11.3 If the *Employer* terminates the *Contractor*'s obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

Z_12_.1 Replace core clause 83 with the following:

Insurance cover 83

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

83.2 The *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the *Contractor* to the *Employer*'s property	The replacement cost where not covered by the *Employer*'s insurance. The *Employer*'s policy deductible as at Contract Date, where covered by the *Employer*'s insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the *Employer*'s insurance. The *Employer*'s policy deductible as at Contract Date, where covered by the *Employer*'s insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the *Employer*'s insurance. The *Employer*'s policy deductible as at Contract Date, where covered by the *Employer*'s insurance.
The *Contractor*'s liability for loss of or damage to property (except the *Employer*'s property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor*'s Providing the Service	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

Insurance by the *Employer*

86

86.1 The *Employer* provides the insurances stated in the Insurance Table B

INSURANCE TABLE B

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

Z13 Nuclear Liability

Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the *Employer*'s Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor*'s expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z14.3 The *Employer* manages asbestos and ACM according to the Standard.

Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.

Z14.5 The *Contractor*'s personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.

Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.

Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer*'s expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN) 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 *Contractor* is (Name): Address Tel No. Fax No.	
11.2(8)	The *direct fee percentage* is The *subcontracted fee percentage* is	**%** **%**
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the *Contractor*'s plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience:	

		CV's (and further key person's data including CVs) are in .
A	**Priced contract with price list**	
11.2(12)	The *price list* is in	
11.2(19)	The tendered total of the Prices is	**R**

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	
C2.2	The *price list*	

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract (TSC3) core clauses and Option A states:

Identified and defined terms	11 11.2	(12) The Price List is the *price list* unless later changed in accordance with this contract. (17) The Price for Services Provided to Date is the total of • the Price for each lump sum item in the Price List which the *Contractor* has completed and • where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate. (19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both.

Function of the Price List

Clause 54.1 in Option A states: “Information in the Price List is not Service Information”. This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, “The *Contractor* Provides the Service in accordance with the Service Information”. Hence the *Contractor* does **not** Provide the Service in accordance with the Price List. The Price List is only a pricing document.

Link to the *Contractor*’s plan

Clause 21.4 states “The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance”. Hence when compiling the *price list*, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

Preparing the *price list*

Before preparing the *price list*, both the *Employer* and tendering contractors should read the TSC3 Guidance Notes pages 14 and 15. In an Option A contract, either Party may have entered items into the *price list* either as a process of offer and acceptance (tendering) or by negotiation depending on the nature of the *service* to be provided. Alternatively the *Employer*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Contractor* to include in the *price list* to be prepared and priced by him.

It is assumed that in preparing or finalising the *price list* the *Contractor:*

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

Format of the *price list*

(From the example given in an Appendix within the TSC3 Guidance Notes)

Entries in the first four columns in the *price list* in section C2.2 are made either by the *Employer* or the tendering contractor.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering contractor enters the amount in the Price column only, the Unit, Expected Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for an item of work which is the rate for the work multiplied by the quantity completed, the tendering contractor enters the rate which is then multiplied by the Expected Quantity to produce the Price, which is also entered.

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected Quantity column.

C2.2 the *price list*

Refer to the Price list given in Excel Format.

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	*Employer*'s Service Information	
C3.2	*Contractor*'s Service Information	
	Total number of pages	11

C3.1: EMPLOYER'S SERVICE INFORMATION

Description of the *service*

Executive overview

The Dx retail interfaces of Edge and Serve currently operate through fragmented processes, applications, data sources and organisational handoffs. The transaction is required to establish one integrated, customer-led retail operating environment that connects customer engagement, sales, contracting, new connections, metering, billing, payment, credit and debt management, field service, retention, distributed-energy participation, data, analytics and management visibility. The intended end state is one customer, one journey, one platform and one source of truth.

Employer's requirements for the *service*

To design, configure, integrate, implement, test, deploy, support and progressively optimise an Integrated Business Transformation Solution (IBTS) for EDx Edge and Serve Retail Businesses.

Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
IBTS	Integrated Business Transformation Solution
IBRO	International Brain Research Organisation
EV	Electric Vehicles
PV	Photovoltaic
IPPs	Independent Power Producers
ACNAC	Acquire Customer Network Asset Creation
PCMs	Process Control Manuals
CC&I	Customer Care and Interaction
CC&B	Customer Care & Billing
MATS	Meter Asset Tracking System
PCS	Power Conversion System
DET	Distribution Energy Trader

Management strategy and start up.

The *Contractor*'s plan for the *service*

IBTS must establish a fully integrated retail operating environment that connects customer engagement, sales, product and solution management, contracting, customer connection, field work, metering, billing, payments, credit and debt management, customer service, retention, distributed-energy participation and revenue management into a coherent end-to-end capability.

The transformation must remove the fragmentation experienced by customers and employees. It must provide a one-stop shop where customers receive relevant services at speed, employees have a complete view of the customer and the status of every journey, and management can see customer, operational and commercial performance in real time or near real time.

The required outcome is not the acquisition of a collection of unrelated applications. The procurement must deliver an integrated business capability in which:

- people;
- end-to-end processes;
- customer and operational data;
- digital and assisted-service channels;
- decision-making;
- workflow and automation;
- management information; and
- enabling technology

Operate together around **one customer, one journey, one platform and one source of truth**.
The solution must enable EDx Edge and Serve Retail to operate as a modern, agile, intelligent and integrated energy retailer that anticipates customer needs, resolves customer matters efficiently, empowers employees, protects and grows revenue, and strengthens its position as a retailer of choice.

2. Transformation Outcomes

- Deliver one seamless customer experience across residential, commercial, agricultural, mining, industrial, smelter, municipality, IPP, prosumer and emerging-energy segments.
- Create a single, governed and trusted customer view accessible to authorised employees and channels.
- Provide end-to-end visibility from customer acquisition and connection through metering, billing, service, retention and growth.
- Enable a one-stop service model with clear ownership and fewer transfers, hand-offs and repeated customer explanations.
- Automate repetitive processes (Such as information requests, bill queries, meter re - submissions, application submissions) and manage only genuine exceptions through human intervention.
- Embed AI to anticipate needs, recommend relevant products, guide employees and identify
- service, revenue and retention risks.
- Integrate the IBRO revenue model into daily work so Retail can measure new revenue, growth, revenue protected and revenue recovered or optimised.
- Enable rapid design and launch of sector-specific products, flexible tariffs (packaging of tariffs to suit a customer's requirements within the Eskom Scope) and emerging-energy propositions.
- Enable aggregation and compensation of customer rooftop PV, batteries, EVs and flexible loads.
- Provide real-time or near-real-time operational and commercial dashboards for teams and
- management.
- Improve revenue collection from prepaid customers (integrated solution in terms of prompting and collecting debt against a purchase value) and reduce cost to serve through increased visibility.
- Improve billing confidence, revenue assurance, customer trust and reduce cost to serve.
- Position Retail to retain and grow its customer base and compete as an energy retailer of choice.
- Enable a control framework that would ensure and verify the accuracy, completeness, and validity of financial statement amounts and disclosures.

Current experience	Required end-user experience
Disconnected processes and multiple hand-offs	One orchestrated journey with a named owner, visible status and automated workflow.
Multiple customer records	One customer identity linking accounts, sites, contracts, meters, products, interactions and energy assets. For example - An Entity / or a premise Vodacom linked to about 3500 accounts (Towers, offices, Data Hubs)
Reactive service	Predictive alerts, proactive contact and intervention before customer impact escalates.
Generic products	Relevant offers based on sector, load profile, value, needs, assets and behaviour. Product offering to enable generic solutions – PV for Residential, Commercial – Microgrids for Agricultural, Government Entities – Green Certification for Industrial, Commercial, Mining sectors.
Manual tracking of opportunities	Digital pipeline from Expression of Interest through connection, billing and realised revenue.
Limited DER visibility	Aggregated view of generation, storage, EVs and flexible loads with measurement and compensation.
Retrospective reporting	Live dashboards, alerts, forecasts and drill-down to the underlying customer journey.

3. Business Problem and Transformation Imperative

3.1 Core Business Problem

Distribution Retal currently serves customers through fragmented processes, systems, data sources, channels and organisational structures. Customer journeys frequently cross several functions, with each function managing only part of the process and often relying on separate systems, spreadsheets, emails, documents and records.

The fundamental business problem is not only ageing or disconnected technology. Retail does not yet operate through one integrated, customer-led and end-to-end retail model. As a result, customers may experience separate functions and varying service levels (depending on the province they receive the Service from) rather than one coordinated retailer; employees may lack the complete context and workflow visibility needed to own a journey; and management may not be able to trace customer need, service delivery, commercial activity and revenue outcome through one integrated view.

3.2 Problem Statement

Distribution RetailE's fragmented processes, systems, data and accountability constrain the business from delivering seamless customer experience, responding at speed, empowering employees and managing customer and revenue performance end to end. Governance (DOA) and Business Rules will also adapt to the new way of doing business. The end-to-end customer Value Chain required integration with GRID, Finance and DET.

3.3 Problems to Be Solved

Problem area	Current business impact
Process fragmentation and intergration	Activities are transferred across teams without one integrated workflow, complete case, common milestones or persistent end-to-end ownership.
Information fragmentation	Customer, account, contract, project, meter, billing, sales, service and energy-asset information is distributed across records and systems.
Commercial fragmentation	Leads, connections, billing, collections and realised revenue are not consistently connected
Reactive operations	Service failures, billing anomalies, churn and revenue risk may be identified only after customer or financial impact occurs.
Limited product agility	Product, tariff and sector propositions can be slow to design, approve, implement and measure across fragmented processes.
Employee effort	Employees search, recapture, email, reconcile and manually follow up across functions to understand and progress customer needs.
Limited energy market capability	Retail requires integrated capability for DER, EVs, flexibility, dynamic propositions, device orchestration, measurement and customer compensation.
Limited management visibility	Operational, customer and commercial performance is often retrospective and not connected to the underlying end-to-end journey.
Automation	Critical customer information/records are transcribed on manual documentation and then transferred to systems as customer master data.

3.4 Transformation Objective

IBTS must establish One Retail: one coordinated retail operating environment in which customers, employees, processes, data, channels and intelligence are connected around a single customer and a complete retail value chain. Customers should not have to coordinate Retail's internal functions. Retail must orchestrate specialist work behind one transparent journey, with clear accountability, consistent information and measurable customer and revenue outcomes.

4. As-Is Process Landscape and Failure Points

The as-is assessment documents on how work is currently initiated, transferred, approved, completed and measured. The assessment identifies the systems, spreadsheets, emails, documents, manual controls and organisational hand-offs used in each priority process.

4.1 Required As-Is Process Documentation

- Trigger and customer need that starts the process – OCI / Manage Customer Base / Marketing PCMs.
- Customer and employee channels used to initiate and follow up.
- Process steps, responsible functions and current process owner – PCMs, Works Instructions, Procedures.
- Systems, spreadsheets, documents and data used at each step – CC&I, ACNAC, CC&B, MATS, PCS Spreadsheets, OpenText. Automation feedback is built into certain activities to trigger messaging to customers Webpages, application Tools for various products.
- Approvals, decisions, service commitments and business rules. Driven by DOA and other

environments' rules. Finance – Pricing Committee, Audit Committee, Revenue Management, Asset Creation – allocation of Asset build budget, management of Contractors, timelines, material procurement, etc.

- Transfers between teams, waiting points, duplication and rework loops.
- Customer communications and information requested more than once.
- Exceptions, escalations, workarounds and known failure points – This may not be fully eliminated but can be minimised End event, current output and how completion is confirmed.
- Available measures for volume, elapsed time, service performance, error, rework, customer impact / effort and revenue impact.

4.2 Priority As-Is Process Inventory

Process family	As-is processes to be mapped
Acquire and connect	Enquiry and lead capture; Expression of Interest; qualification; cost estimate fee; quotation fee, cost estimate; Cost Estimate Letter; Budget Quotation; agreement; connection; metering; activation; first bill.
Serve and resolve	General enquiry; technical request; billing query; claims; complaint; escalation; appointment; field service; communication; confirmation and closure.
Meter to cash	Meter data; validation; token related, billing; exception; bill correction; payment; allocation; credit; arrangements; collection; reconciliation; meter estimation algorithms, revenue assurance.
Field Work	Work required on asset(s) related to customer requirements or requests
Revenue assurance	Revenue leakage from non-technical losses, metering failures, billing errors, tariff errors and collection breakdowns.
Retain and grow	Account planning; customer health; renewal; churn risk; retention intervention; cross-sell; upsell; product enrolment; revenue attribution.
Product to market	Need identification; design; pricing; simulation; approval; configuration; testing; launch; enrolment; billing; performance review.
DER and flexibility	Asset registration; eligibility; consent; enrolment; aggregation; event; measurement; settlement; compensation; dispute.
IPP and grid access	Application; document validation; studies; approvals; estimates; quotations; contract; connection; commissioning; metering; operational onboarding.
Reporting	Inventory of all critical report(s) and data used to ensure all International Financial Reporting Standards (IFRS) requirements as well as all Income Tax and Value Added Tax (VAT) requirements and National Energy Regulator of South Africa (NERSA)

4.3 Indicative As-Is Multiple Hand-Off Pattern

Customer need captured → information sent to another function → information or documents requested again → work tracked in a separate tool → status requested through email or telephone → another specialist is engaged → the customer follows up through the original contact → issue is

escalated because ownership or status is unclear.

The involvement of specialist teams is not itself a problem. The failure occurs when ownership, information, workflow, customer communication and performance visibility are transferred or lost at each organisational boundary. Training and discipline are also lacking.

5. To-Be Process Landscape and Design Requirements

The to-be process design must define how each priority journey will operate through IBTS. Future processes must be simplified before automation and must retain one customer context, one visible journey and one accountable owner while specialist tasks are orchestrated behind the scenes.

5.1 Required To-Be Process Elements

- Customer or employee trigger and preferred entry channel.
- Information captured once and reused through the journey.
- Creation or update of the Customer 360 record.
- Automated validation, classification and eligibility checks.
- Named end-to-end owner and clear responsibility for each specialist task.
- Workflow orchestration, dependencies, milestones and service commitments.
- Decision points, business rules, approvals and human oversight.
- AI recommendations, automation and exception handling.
- Required system integrations and data updates.
- Proactive customer notifications and self-service status.
- Escalation, recovery and alternative paths.
- Completion criteria, customer confirmation and closure.
- Revenue recognition, IBRO attribution and benefit measurement where applicable.
- Operational measures and control-tower visibility.
- Establish a governed revenue assurance capability across the revenue lifecycle
- Proactive risk analysis and management of customer credit and debt

5.2 As-Is to To-Be Process Transformation

As-is pattern	Required to-be design
Information recaptured by each function	Capture once; validate; reuse across authorised tasks and channels.
Customer transferred between departments	Keep one customer-facing owner; route specialist work internally.
Separate trackers and email follow-up follow-up	One digital journey with milestones, dependencies, alerts and audit trail.
Status is requested manually	Real-time or near-real-time status for employees and customers.
Documents repeatedly submitted or forwarded	One governed document record linked to the customer and journey.
Service reacts after failure	Predict risk; prevent failure; trigger proactive intervention.
Opportunity tracking ends before billing	Trace lead, agreement, connection, billing, collection and IBRO outcome.
Generic service and products	Apply segment, sector, value, load and asset insight to tailor the response.
Management receives retrospective reports	Provide live control-tower views, alerts, forecasts and drilldown.

5.3 Illustrative To-Be Acquisition Flow

Enquiry captured once → prospect or customer identified → opportunity and journey opened → needs and required information validated → Customer provided with indicative costing → Account created once payment received to proceed → technical, pricing, finance, project, metering and billing tasks orchestrated within one workflow → specialists complete assigned tasks using a shared customer and journey context → relationship manager retains end-to-end visibility and accountability → customer receives milestone updates → connection and account activation completed → first bill validated → pipeline value converts to connected, billed and collected revenue.

6. Priority End-to-End Business Use Cases

The following use cases define practical end-user scenarios that IBTS must enable. Each detailed use case must be documented with the business problem, actors, trigger, preconditions, main flow, decisions, exceptions, data, automation, controls, result and success measures.

Use case	Primary actor	Required future experience	Business outcome
UC01 New industrial customer acquisition	Relationship Manager / Customer	Manage one journey from EOI through estimate, Account Initiation, Budget Quotation, document gathering, agreement, payment confirmation, connection (managing project steps – providing feedback, escalating delays), first bill and realised revenue.	Reduced lead-to revenue time; complete milestone and revenue visibility.
UC02 Major project connection	Customer / Customer Resolution Representative	Resolve a billing issue using complete customer, meter, token related, new connection, tariff and billing context, while coordinating specialist tasks without transferring the customer.	Reduced hand-offs, repeat contacts and resolution time.
UC04 Proactive billing anomaly prevention	Billing / Revenue Team/Retail	Identify unusual readings, tariff applications or bill movements and trigger corrective action before or immediately after billing.	Improved billing accuracy and fewer customer disputes.
UC05 Customer churn and revenue retention	Relationship Manager	Identify customer and revenue risk; initiate retention action; manage approvals; track commitments and revenue protected. High turnaround – not necessary loss of customer but change of customer – MIMO. Sale is retained but behaviour may vary.	Reduced churn and measurable retained revenue.
UC06 Sectorspecific next-best offer	Customer / Sales / Product	Recommend a relevant proposition using sector, load profile, assets, value and customer need, with explainable reasoning and human review – based on base products and pricing. Combining solutions for best results	Improved relevance, uptake and share of wallet.

UC07 IBRO opportunity-torevenue	Sales / Management	Trace new, grown, retained and recovered or optimised value from intervention through connection, billing and collection. Chamber of Business, Investment forums, Source opportunities to be cultivated through memberships, conferences, value-add appearances.	Trusted pipeline and realised revenue reporting.
UC08 Rooftop PV and battery aggregation	Prosumer / Energy Operations	Register assets, capture consent, aggregate participation, measure response, settle and compensate transparently. Provide customer with views to show savings, opportunities to improve usage and savings, available new products.	Scalable DER participation and trusted compensation.
UC08 Rooftop PV and battery aggregation	Prosumer / Energy Operations	Register assets, capture consent, aggregate participation, measure response, settle and compensate transparently. Provide customer with views to show savings, opportunities to improve usage and savings, available new products.	Scalable DER participation and trusted compensation.
UC09 Flexible EV charging	EV Customer / Energy Operations	Capture charging preferences and consent; schedule charging in favourable energy periods; show participation and benefit. If available offer customer a built in at home charging solution.	Load flexibility and improved customer value.
UC10 IPP grid access journey	IPP / Relationship Manager	Submit once and track studies, estimates, quotation, contract, connection, metering and operational onboarding. Provide updated capacity availability status for applicants to prevent unnecessary queries and enhance efficiency through applications which can be processed at the time.	Transparent status and reduced applicant effort.
UC11 New product or tariff launch	Product Manager / SME	Design, simulate, approve, configure, test, launch and measure a sector specific or flexible proposition.	Faster time to market and governed product performance.

UC12 Management retail control tower	Executive / Operational Management	View customer journeys, pipeline, revenue, retention, billing, workforce, products, DER and risk with drilldown to underlying records.	Timely intervention and one trusted view of performance.
UC13 Credit and Debt Management (Including Payments)	Revenue Team/Retail	Proactive risk analysis and management of customer credit and debt in line with all regulatory and legal compliance	Improved payment levels and reduction in debt
UC14 Meter Estimation Algorithms	Revenue/Retail	Dynamic meter estimation algorithms in line with regulatory requirements and metering technology	Reduced customer noise and accurate revenue reporting

6.1 Use-Case Documentation Standard

- Business problem and intended outcome.
- Primary actor, supporting roles and affected customer segment.
- Trigger, preconditions and required information.
- Main end-to-end process flow.
- Business rules, decisions, approvals and controls.
- Alternative and exception flows.
- AI, automation and integration requirements.
- Customer communications, consent and transparency requirements.
- Completion criteria and resulting data updates.
- Customer, employee, operational and commercial success measures.

7. Customers and Market Participants in Scope

The future Retail operating environment must support the full diversity of present and future retail relationships. Customer treatment and journeys must be differentiated without fragmenting the underlying customer record or operating platform.

- Residential customers, including prepaid, post-paid, prosumer, EV and smart-home
- customers.
- Commercial customers, property portfolios, retailers, offices, hospitality and small businesses.
- Agricultural customers, including irrigation, pumping, processing, storage and seasonal-load profiles.
- Mining customers across operational, expansion, closure and renewable-integration needs.
- Industrial customers, manufacturers, ferroalloy, steel and other energy-intensive users.
- Smelters and customers requiring complex commercial, tariff and load-retention arrangements.
- Municipalities and other licensed or structured supply relationships.
- Data centres and other high-growth, high-reliability demand segments.
- Independent Power Producers, embedded generators and grid-access applicants.
- Prosumers with rooftop PV, batteries or export capability.
- Wheeling participants, energy traders, aggregators and approved partners.
- Electric vehicle customers, fleet operators and charging providers.
- Special Economic Zones, developers and future strategic growth opportunities.

End-user design principle

A customer should not need to understand Retail structures, systems or internal hand-offs to receive a service. The business must organise itself around the customer journey, with clear ownership from need identification through fulfilment, billing and ongoing relationship management.

8. End-to-End Retail Capability Scope

Retail capability	Required business outcome
Understand the market and customer	Segment markets; identify opportunities; understand sector economics, Understand Country Context; load profiles, customer value, risks and emerging needs.
Acquire and onboard	Capture leads and enquiries; manage EOI, estimates, quotations, contracting, connection milestones / timelines, account activation and first-bill assurance. Ability to fast-track based on impact and/or criticality
Serve and resolve	Authenticate the customer; understand context; own the case; coordinate internal work; communicate progress; confirm resolution and learn from failure. Trigger training GAP identification opportunity
Meter, bill and collect	Receive and validate meter data; apply tariffs and contracts; issue transparent bills; process payments; interest calculation, manage disputes, credit and collections.
Retain and grow	Identify churn and revenue risk; manage renewals and retention; cross-sell; upsell; increase share of wallet and customer lifetime value.
Create and manage products	Design, approve, configure, test, launch and monitor products, tariffs, bundles and sector propositions.
Enable energy participation	Register and manage generation, storage, EV and flexible assets; aggregate portfolios; measure response; settle and compensate.
Manage commercial performance	Track pipeline, connection milestones, contracted value, billing, collection, IBRO attribution, product performance and benefits.
Manage customer and retail data	Maintain trusted master data, consent, lineage, quality, history and access controls.
Manage the workforce	Provide one workspace, guided work, knowledge, capacity planning, coaching, quality and performance insight.

9. Detailed Customer Journey Scope

9.1 Discover, Acquire and Connect

- Capture requests and opportunities from every authorised channel without duplicate entry.
- Create a unified prospect and customer record at the first interaction.
- Manage Expression of Interest, qualification, needs analysis and solution design.
- Track cost-estimate fees, quotation fees, cost estimates, Cost Estimate Letters, Budget Quotations, payments and approvals.
- Manage commercial and technical dependencies, commitments, documents and correspondence.
- Generate and manage agreements, including Electricity Supply Agreement processes.
- Provide a shared milestone view for the customer, relationship manager and delivery teams.
- Track connection readiness, commissioning, account activation, product enrolment and first billing.
- Measure elapsed time, bottlenecks, conversion, lost opportunities and expected revenue.

9.2 Serve, Resolve and Communicate

- Recognise the customer and display the full relationship and current context.
- Capture once and reuse information throughout the case.
- Classify, prioritise and route work using customer value, risk, urgency, skills and service commitments.

- Assign clear end-to-end ownership and prevent cases from disappearing between functions.
- Coordinate technical, commercial, billing and field activities within one case record.
- Automatically communicate milestones, delays, requests for information and resolution.
- Allow customers to track progress and supply documents digitally.
- Capture root cause, resolution, customer confirmation and lessons for continuous improvement.

9.3 Meter, Bill, Pay and Reconcile

- Link customers, accounts, premises, services, meters, contracts, tariffs and products correctly.
- Manage Prepaid meter visibility and online payments
- Receive, validate, estimate and reconcile meter and interval data.
- Support simple, complex, multi-site, import/export and customer-specific billing.
- Explain bill components and changes in a customer-friendly manner.
- Detect anomalies before or immediately after bill production.
- Manage disputes, adjustments, rebilling, payments, allocation, arrears and arrangements.
- Provide a complete audit trail from source data and contract terms to the bill.
- Integrate financial performance into customer, portfolio and revenue reporting.

9.4 Retain, Renew and Grow

- Maintain a customer health view combining service, billing, relationship, load, product and payment indicators.
- Predict customers and revenue at risk and initiate accountable retention action.
- Track contract expiry, renewal, customer commitments and commercial interventions.
- Recommend relevant products, tariffs or services based on the customer profile and need.
- Manage saving offers and approvals with measurable revenue protected.
- Measure cross-sell, upsell, product penetration, share of wallet and customer lifetime value.

9.5 Participate as a Prosumer or Flexible Customer

- Register rooftop PV, batteries, EVs, controllable appliances and other approved assets.
- Capture consent, operating preferences, technical limits and participation terms.
- Show consumption, generation, export, storage and flexibility availability.
- Aggregate assets and customers into portfolios for approved products or events.
- Notify customers, execute approved control or participation, and permit override.
- Measure delivered response against an approved baseline.
- Calculate settlement, incentive or compensation and issue a transparent statement.
- Manage exceptions, disputes, opt-in, opt-out and device changes.

10. Customer 360 and Single Source of Truth

The Customer 360 view must be the primary business view of the customer. It must connect information that is currently separated across functions and systems while applying role-based access, privacy and data-governance controls.

- Customer identity, contact details, preferences and consent. Customer Data Management critical.
- Corporate, group, account, site, premise and service-point hierarchies.
- Contracts, products, tariffs, commitments and effective dates.
- Meters, devices, rooftop PV, batteries, EVs and other energy assets.
- Consumption, demand, generation, export and load-profile insights.
- Bills, payments, credit, disputes, arrangements and revenue history.
- Interactions, cases, complaints, commitments and communication history.
- Applications, quotations, projects, milestones and documents.
- Sales opportunities, forecasts, competitor or churn indicators and retention plans.
- Customer segment, value, profitability, lifetime value and revenue at risk.
- Satisfaction, feedback, service failures and relationship health.
- Recommended actions, offers and unresolved risks.

End state

An authorised employee should be able to understand who the customer is, what Retail has promised, what is currently happening, what the customer has experienced, what revenue is involved, what risk exists and what action is required, without searching across multiple disconnected environments.

11. Omnichannel and Digital Self-Service

- Provide consistent experience across portal, mobile, voice, email, SMS, chat, virtual assistant,
- walk-in, relationship management, field and partner channels.
- Allow a journey to start in one channel and continue in another without loss of context or repeated information.
- Provide digital identity, authentication, consent and profile management.
- Enable customers to view contracts, accounts, bills, payments, consumption, generation and service status.
- Enable applications, document upload, quotation acceptance, digital agreements and milestone tracking.
- Enable fault reporting, service requests, disputes, payment arrangements and appointment booking.
- Enable DER registration, flexibility enrolment, EV preferences, participation and compensation visibility.
- Provide notifications and proactive alerts according to customer preference.
- Make digital journeys accessible, simple, traceable and supported by assisted service when required.

12. Customer Resolution Representative and Employee Enablement

- One role-based workspace presenting relevant customer, journey, product, billing and service information.
- Guided workflows that help employees complete the correct end-to-end process.
- AI summaries of customer history and the current issue.
- Relevant knowledge, policy, product and resolution content in the flow of work.
- Recommended actions, eligibility guidance, compliance prompts and escalation support.
- Automatic case notes and customer communication drafts, subject to employee review.
- Skills-based and value-based work routing, queue visibility and workload balancing.
- Clear ownership, service commitments, alerts and supervisor intervention.
- Workforce forecasting, scheduling, training, quality management and coaching insight.
- Controlled collaboration with technical, billing, finance, regulatory and field specialists.
- Reduced navigation between systems and reduced manual recapture.
- Employee feedback and continuous improvement of journeys and knowledge.

13. Sales, Pipeline and IBRO Revenue Management

- The sales and revenue capability must connect opportunity identification to realised financial value. It must support hunting for new opportunities, farming existing relationships and defending customers and revenue at risk.
- Capture and qualify leads, prospects and opportunities by segment, sector, geography, product and value.
- Track the complete pipeline from Expression of Interest through estimate, quotation, agreement, connection, billing and collection.
- Record opportunity value, probability, expected timing, dependencies, risks and accountable owner.
- Provide solution configuration, proposal, approval, commitment and document tracking.
- Alert owners to overdue decisions, stalled milestones, expiry and revenue risk.
- Provide portfolio views for relationship managers, sales leaders and executives.
- Attribute revenue to customer, project, initiative, product, segment, geography and team.
- Compare forecast, contracted, connected, billed and collected revenue.
- Track lost opportunities, reasons, competitor risk and recovery actions.
- Integrate customer retention plans and measure revenue protected through each intervention.

13.1 IBRO End-User View

IBRO dimension	End-user requirement
Inflow / New Revenue	New customers, projects, connections, loads, products or market opportunities brought into the Retail portfolio.
Build / Grow Revenue	Additional value created from existing customers through load growth, cross-sell, upsell, new services and increased share of wallet.
Retain Revenue	Revenue is protected through renewals, save interventions, load-retention arrangements and improved customer experience.
Optimise / Recover Revenue	Value realised through billing correction, revenue assurance, leakage reduction, collections improvement or approved emerging services.

14. Product, Tariff and Sector Proposition Management

- Maintain one governed catalogue of products, tariffs, services, bundles and eligibility rules.
- Configure standard, time-of-use, flexible, dynamic, customer-specific and sector-specific propositions.
- Support EV charging, excess-energy, demand response, energy efficiency, green energy, wheeling, generation, storage and environmental attribute propositions.
- Support bespoke industrial solutions and approved negotiated or concessionary arrangements.
- Simulate customer bill and revenue impact before an offer is approved.
- Manage proposition design, approval, testing, launch, effective dates, versioning, migration and retirement.
- Link products to contracts, billing, customer journeys, campaigns and revenue attribution.
- Measure adoption, profitability, customer outcome, service performance and retention impact.
- Enable rapid modification when customer, market, regulatory or system conditions change.

14.1 Sector-Specific Intelligence

The solution must assist Retail to tailor engagement and products to the operating profile of each sector. Recommendations must consider relevant characteristics such as load shape, seasonality, reliability needs, energy intensity, growth plans, flexibility, generation assets, sustainability objectives, payment profile and strategic value.

- Residential: affordability, prepaid or post-paid needs, rooftop PV, batteries, EV charging, smart appliances and digital service.
- Commercial: portfolio billing, operating hours, demand management, solar and storage, property hierarchy and multi-site insight.
- Agriculture: seasonal demand, irrigation and pumping flexibility, remote service, embedded generation and production cycles.
- Mining: expansion projects, reliability, demand flexibility, renewable integration, multi-site operations and long-term load outlook.
- Industry and smelters: complex tariffs, load retention, continuous operations, flexible consumption, major-project pipeline and strategic agreements.
- Data centres: new connections, reliability, rapid load growth, sustainability, flexible demand and portfolio expansion.
- IPP and generators: grid access, connection milestones, contracts, metering, settlement and ongoing relationship management.

15. AI, Analytics and Intelligent Automation

AI end-user principle

AI must assist customers and employees, improve foresight and automate low-value work. It must remain secure, explainable, auditable and subject to appropriate human oversight for material customer, financial and contractual decisions. AI parameters need to be controlled, scripted aligned to the Goals, governance and expected outcomes of Retail.

Customer intelligence

- Predict needs and service events. Monitor channels and social media feeds.
- Recommend relevant products, tariffs and energy actions.
- Identify churn, dissatisfaction and revenue risk.
- Provide personalised energy insight and proactive communication.

Employee assistance

- Summarise history and current context.
- Recommend knowledge, actions and resolution steps.
- Draft responses and case notes for review.
- Highlight risk, missing evidence, commitments and compliance considerations.

Commercial intelligence

- Forecast pipeline, load and revenue.
- Identify growth, retention and product opportunities.
- Model customer value, profitability and offer impact.
- Prioritise portfolios and interventions.

Operational intelligence

- Detect meter, billing, payment and process anomalies.
- Predict contact demand and workforce needs.
- Identify bottlenecks, delays, repeated failure and revenue leakage.
- Trigger automation, alerts and proactive service.

16. Flexible Energy, DER Aggregation and Device Orchestration

- Register and maintain customer rooftop PV, batteries, generators, EVs, chargers, controllable
- appliances and flexible industrial or agricultural load.
- Capture consent, programme terms, device status, customer preferences, technical limits and override rights.
- Provide real-time or near-real-time visibility of consumption, generation, export, storage and flexibility.
- Forecast generation, consumption and available response.
- Group eligible customers and assets into portfolios for approved programmes.
- Create events or schedules linked to energy availability, system conditions, pricing or product rules.
- Notify customers and execute participation through customer action or approved automated control.
- Schedule flexible EV charging during favourable or excess-energy periods.
- Optimise battery charging and discharging within customer-approved limits.
- Shift or control approved appliances and loads while protecting safety, comfort and operational constraints.
- Measure actual response against approved baselines.
- Calculate settlement, incentive or compensation and provide transparent customer statements.
- Manage non-performance, communications, exceptions, disputes, enrolment and withdrawal.

17. Metering, Billing, Payments and Revenue Assurance

- Support prepaid, post-paid, multi-account, multi-site, consolidated, interval, import/export and complex agreement billing.
- Apply tariffs, products, effective dates, contract rules, taxes, credits and adjustments accurately.
- Validate source data and identify anomalies before customer impact wherever possible.
- Show customers clear consumption, generation, tariff and billing explanations.
- Manage rebilling, disputes, approvals and customer communication through a traceable workflow.
- Support multiple payment channels, allocation, deposits, arrangements, collections and debt treatment.
- Reconcile meter, billing, payment, ledger and customer information.

- Identify leakage, unbilled energy, incorrect configuration, delayed activation and collection risk.
- Maintain a complete audit trail from source data and approved terms to billed and collected revenue.

18. IPP, Generator and Grid-Access Experience

- Provide a transparent one-stop application and relationship experience.
- Capture applications, supporting documents, fees and validation outcomes once.
- Track technical studies, commercial reviews, capacity, approvals, estimates, quotations and contracts.
- Provide applicants and authorised employees with milestone, dependency and action visibility.
- Coordinate connection, construction-interface, commissioning, metering and operational onboarding.
- Manage generator, customer, site, contract, meter and settlement relationships.
- Provide proactive communication, case management, dispute resolution and ongoing account management.
- Integrate with specialist engineering, network and market systems while shielding the applicant from internal fragmentation.

19. Data, Integration and Real-Time Visibility

- Establish governed customer, account, contract, site, meter, product, interaction, billing, sales, DER and consent data.
- Assign data ownership, quality rules, common definitions, lineage, retention and access
- controls.
- Identify and resolve duplicate and conflicting records.
- Integrate relevant meter, finance, field service, work, asset, network, identity, document, payment, data and market environments.
- Use documented interfaces and event-driven updates where real-time or near-real-time action is required.
- Monitor interface health, failures, reconciliation and recovery.
- Migrate required historical and active information without compromising customer balances, contracts, service history or traceability.
- Retain accessible history and progressively remove unnecessary legacy duplication.

20. Management Control Tower and Performance

Management and operational teams must have role-based dashboards that show performance, risk, exceptions and action required. Measures must be traceable to agreed definitions and underlying customer or transaction records.

- Customer experience, sentiment, NPS or approved satisfaction measures and customer effort.
- Journey volumes, completion, ageing, hand-offs, bottlenecks and service-level performance.
- First-contact resolution, complaints, repeat contact and root causes.
- Billing accuracy, exceptions, disputes, revenue leakage and bill confidence.
- Payments, arrears, arrangements, collection and debt-risk performance.
- Sales pipeline, conversion, milestone ageing, forecast and realised revenue.
- IBRO new, grown, retained and recovered or optimised revenue.
- Churn, revenue at risk, renewals and retention interventions.
- Product take-up, usage, profitability and customer outcomes.
- Digital adoption and self-service completion.
- Workforce demand, capacity, productivity, quality and training needs.
- DER enrolment, available flexibility, event delivery, settlement and compensation.
- Customer, system, interface and operational exceptions requiring action.
- Transformation benefits, adoption and continuous improvement.

21. People, Adoption and Ways of Working

- Redesign roles and accountabilities around end-to-end journeys rather than functional handoffs.
- Prepare employees and leaders for new processes, decision rights, service standards and performance measures.
- Provide role-based learning, simulations, knowledge and post-implementation coaching.

- Develop Customer Resolution Representative, relationship management, solution selling, product, data and digital capabilities.
- Create a business-owned network of process owners, super users and change champions.
- Engage affected employees and organised labour transparently and position the change as workforce empowerment and business sustainability.
- Measure adoption, employee experience, process compliance and capability gaps.
- Embed continuous feedback from customers and employees into product, process and knowledge improvement.
- Retain sufficient Retail capability to govern, operate and evolve the solution without avoidable dependency.

22. Target End State: What Good Looks Like

End-state dimension	**What good looks like**
Customer experience	Customers interact with one Retail, receive consistent information, see progress, complete services digitally or with assistance, and do not have to navigate internal structures.
Employee experience	Employees work from one role-based environment, understand the full customer context, receive intelligent guidance and own journeys through to resolution.
Customer data	Retail has one trusted customer identity linking every account, site, contract, interaction, product, meter, device and commercial relationship.
Commercial capability	Every opportunity and retention action is visible from identification through fulfilment, billing and measurable revenue outcome.
Products	Retail can rapidly create and adapt products and tariffs for different sectors, energy conditions and customer profiles.
AI and foresight	Retail identifies likely needs, failures, churn, revenue risks and opportunities early enough to act proactively.
Operations	Processes are simplified and automated; teams focus on exceptions, judgement, relationships and value creation. This is required across all business environments which enables the customer to be serviced – GRID, Finance, Procurement
Energy services	Retail can aggregate DERs and flexible demand, optimise approved devices and compensate customers transparently.
Management	Leaders operate from a live control tower showing customers, journeys, revenue, workforce, product and operational risks.
Competitive position	Retail is agile, differentiated and trusted, with the ability to retain customers, grow share of wallet and respond to new market entrants.

23. End-State Experience by Stakeholder

Stakeholder	Required future experience
Customer	I can engage through my preferred channel, see one consistent account of my relationship, track progress, understand my bill, receive relevant offers and participate in new energy services.
Customer Resolution Representative	I can see the complete customer context, understand what is required, follow a guided process, coordinate support and take ownership until resolution.
Relationship Manager	I can see customer health, commitments, opportunities, revenue, risks, products, projects and service issues across my full portfolio.
Sales and Solutions Team	I can manage opportunities from lead through quote, contract, connection and realised revenue, with clear dependencies and next actions.
Product Manager	I can design, approve, launch and measure propositions for specific sectors without long and fragmented manual processes.
Billing and Revenue Team	I can identify exceptions, explain charges, reconcile information and resolve revenue leakage through traceable workflows.
Operations and Service Teams	I receive complete, prioritised and actionable work with customer context, commitments and service deadlines.
SMEs	I can provide agility, timeous information, process improvement opportunities, guidance, direction on specific Retail subjects / Services.
Executive and Management	I have a real-time or near-real-time view of customer outcomes, revenue, pipeline, retention, journey performance, workforce, products and risks.
IPP / Generator	I can submit, track and manage my grid-access and commercial relationship through one transparent journey.
Prosumer / Flexible Customer	I can register energy assets, choose how I participate, see performance and understand how compensation was calculated.

24. Measures of Success, Traceability and Scope Boundaries

24.1 Business Traceability Matrix

Every requirement must be traceable to the business problem and the customer, employee, operational or commercial outcome it is intended to improve. The detailed design must maintain the following linkage: Problem → As-is failure → To-be process → Enabling capability → Use case → Measure and outcome.

Problem	As-is failure	To-be process	Capability	Use case	Outcome
Multiple handoffs	Customer and information transferred between functions	One orchestrated journey with persistent ownership	Customer 360, case and workflow management	UC03	Fewer transfers and faster end to-end resolution
Fragmented customer	Different functions	One governed customer identity	Master data,	All use cases	Improved data consistency and

records	rely on separate or conflicting information	and shared journey context. Once set of documents stored and accessible to authorised Users.	Customer 360 and integration		decision quality
Pipeline disconnected from revenue	Opportunity tracking is not consistently linked to connection, billing and collection	Opportunity-torevenue Process with IBRO attribution	Sales, pipeline, project milestone and revenue management	UC01, UC02, UC07	Improved forecast and realised revenue visibility
Reactive customer management	Service, churn and revenue risks identified late	Predictive intervention and proactive communication, avoidance of nuisance push notifications.	AI, customer health, alerts and workflow	UC04, UC05	Avoided service failure and revenue protected
Slow product introduction	Design and implementation cross multiple manual processes	Governed design to launch process	Product, tariff, rules, simulation and billing integration	UC06, UC11	Faster time to market and improved product relevance
Limited DER participation	Assets, events And compensation not connected end to end	Enrol-to-settlement process	DER registry, orchestration, measurement and settlement	UC08, UC09	Transparent participation and compensation
Limited management visibility	Disconnected and retrospective reporting	Live retail control tower with drilldown	Analytics, alerts and governed metrics	UC12	Earlier intervention and trusted performance view

24.2 End-User Measures of Success

- Reduced time from enquiry or Expression of Interest to quotation, connection and first bill.
- Improved first-contact and end-to-end resolution.
- Reduced customer hand-offs, repeated information requests and avoidable contacts.
- Improved billing accuracy, bill explainability and dispute resolution.
- Increased digital and self-service completion.
- Improved customer satisfaction, trust and retention.
- Reduced churn and revenue at risk.
- Increased pipeline conversion and shorter revenue-realisation cycles.
- Measurable new, grown, retained and recovered or optimised revenue through IBRO.
- Faster product and tariff launch.
- Reduced manual effort, rework and cost to serve.
- Improved employee productivity, confidence and ownership.
- Improved data quality and consistency.
- Successful DER enrolment, flexibility delivery, settlement and customer compensation.
- Timely visibility and action on operational and commercial risks.

24.3 Scope Boundaries
This document defines the required end-user business scope and target state. procurement process, bidder-response, evaluation, pricing and contractual provisions. It also does not require the replacement of specialist engineering, network-control, asset-management or corporate finance systems where they remain authoritative. However, the customer journey, data exchange, workflow integration and visibility needed to deliver a seamless Retail experience remain within the end-user scope.

Final end-state statement
IBTS must enable Retail to operate as one intelligent retail business: customer-led, digitally enabled, commercially accountable and ready for competition. Customers must experience speed, simplicity, transparency and relevance. Employees must be empowered with complete information, authority, guidance and intelligent tools. Management must be able to see and steer the entire retail value chain, from opportunity and customer need to service outcome, billing, cash and sustained customer value.

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:
Project Progress Meeting To address Delivery, installation scheduling, SHEQ and to address medium to high-risk matters	As and when required	To be advised	Contractor and Employer representatives (Project Managers and Engineers)
Contractor Liaison Meeting Overall contract progress and feedback, technical matters arising, procurement, SHEQ and general issues.	As and when required	To be advised	Contractor and Employer Representatives
Contractor Executive Meeting To address Contractor relations To address medium to high risk matters	As and when required	To be advised	Contractor and Employer Representatives at Middle/Executive Management

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

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

Documentation control

All contractual correspondence between Contractor and Employer shall be in the form of properly compiled letters, dated and bearing the approved letterhead. The Employer shall maintain a record of all contractual communications.

Technology roadmaps including product lifecycle information for specific items, form part of the contract and any changes shall be communicated and approved by both parties.
All documentation and records to be made readily accessible to the Employer on request.

Invoicing and payment

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

The *Contractor* shall address the tax invoice to

_____

and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager;*
- The contract number and title;
- *Contractor*'s VAT registration number;
- The *Employer*'s VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- Please note: Eskom's name has to be reflected as Eskom Holdings SOC Limited on all tax invoices and Eskom's VAT number is 4740101508. The word just denoting "Eskom" is not acceptable.
- An individual serial number (tax invoice number) and date issued.
- A full and proper description of goods and/or services supplied.
- Please note: Merely referring to a contract is not sufficient.
- The quantity or volume of goods or services supplied.
- Where the supply is subject to VAT at the standard rate, the following in Rand:
  1. The pre-VAT value, VAT amount and consideration OR
  2. The total consideration with a statement that VAT is included @15% OR
  3. The total consideration and the Rand amount of VAT charged.

E-invoicing:

Create .pdf invoice
Tax Requirement

- A PDF file that was created directly from a system meets the definition of original document and is allowed (including saving documents from excel to PDF, word to PDF etc.)
- An Invoice that was printed and then scanned to PDF by the Vendor is not acceptable as this is not an original tax invoice but a copy, by SARS definition.
- The following wording needs to appear on the invoice: "Your invoice is encrypted in order to comply with SARS requirements that invoices and statements sent electronically are tamperproof."

Critical info on .pdf invoice

- Ensure that the Eskom order number is clearly indicated on your invoice together with the line number on the order you are billing for. No order number, invoice not processed.
- Each PDF file should contain one invoice; or one debit note; or one credit note only as Eskom's SAP system does not support more than one PDF being linked into workflow at a time.
- All Electronic invoices must be sent in PDF format only. Excel or other formats, the invoice will not be processed.
- For Foreign invoices, suppliers will still be required to physically deliver hard copies of original documents to the respective documentation management centres even though the supplier has e-mailed those invoices. Eskom is still seeking clarity from the South African Reserve Bank regarding e-invoicing for Foreign Invoices or invoices in foreign currency. Current requirements are that these manual invoices should still be submitted. You can send the invoice copy to the email addresses indicated below.

Where to mail the .pdf invoice
Email addresses for invoice submission:

- Local Eskom invoices (excluding Primary Energy, Group Capital, Eskom Enterprises and Eskom Development Foundation): invoiceseskomlocal@eskom.co.za

Follow up with Finance Shared Services (FSS)
All queries and follow up on invoice payments should made by contacting the FSS Contact Centre: Tel: 011 800 5060 e-mail: fss@eskom.co.za

1. Introduction of electronic invoicing does not guarantee payment but will ensure visibility of all invoices and ensure that no invoices get lost. If the goods receipt is not done the invoice will be parked and the
2. system will automatically send an e-mail to the end user to do the goods receipt. This is also tracked by Eskom through the park invoice report.
3. Your company can request a park invoice report from the Finance Shared Services (FSS) contact centre which can then be followed up and corrected. You are welcome to forward the details of invoices corrected to the FSS contact centre.
4. You do not require a goods receipt (GR) number to submit your invoices. When the GR number is received you can then send the GR number to the above contact details. NOTE: Quoting the GR if you have it, will eliminate parking the invoice as “no GR” thereby prolonging issue of payment

Contract change management

Changes to the contract shall be approved by the relevant authority of the Employer. NEC3 TSC3 proforma (i.e., standard letters and forms) shall be used to manage and communicate changes.

Training workshops and technology transfer

- Provide full details of all training courses proposed, including course descriptions, course prerequisites, course schedules, training equipment required, venues, maximum number of trainees per course.
- Provide / develop training material in order to enable Eskom to present in-house training to end-users.
- Provide train-the-trainer courses for Eskom facilitators.
- Ensure that training shall include evaluation and accreditation of trainees or completion certification.
- Ensure that all aspects of training shall be supplemented with periods of practical training.
- Training courses may be presented in South Africa at the Eskom sites or online. All travel and subsistence costs for trainees shall be for the account of Eskom.
- The certified personnel shall be entitled to install, commission operate and maintain the equipment without any impact to the specified equipment warranty.

Design and supply of Equipment

As per Scope of Works.

Things provided at the end of the *service period* for the *Employer*’s use

Equipment

The *Contractor* will be required to provide full equipment product descriptions, datasheets, specifications, compliance certificates, and all mandatory information required for the *Employer’s* staff to successful maintain the microwave radio equipment.

Information and other things

As per Scope of Works

Management of work done by Task Order

1. General requirements

1.1 The Contractor provides only the part of the service instructed by the Service Manager through a Task Order issued in accordance with Option X19.

1.2 A Task Order is a written instruction issued by the Service Manager which states the work required, the applicable Task Order Price, the starting and completion dates and any other information required to complete and administer the task.

1.3 No Task Order is effective unless it:

- is issued in writing by the Service Manager;
- is assigned a unique Task Order number;
- is signed or electronically approved by the Service Manager;
- clearly describes the work to be performed;
- states the approved Task Order Price or the basis on which it will be assessed;
- identifies the applicable items and rates in the Price List;
- states the starting date and the Task Completion Date;
- identifies the required deliverables, milestones and acceptance criteria;
- states any applicable service levels, low service damages and key performance indicators;
- identifies the authorised Task Order budget and cost centre; and
- is supported by a valid SAP purchase order where required by the Employer's financial and procurement procedures.

1.4 A SAP purchase order is an administrative and financial control document. It does not replace, amend or constitute a Task Order under Option X19 unless the SAP purchase order expressly incorporates an authorised Task Order issued by the Service Manager.

1.5 The Contractor does not start work unless it has received both:

- an authorised Task Order; and
- where required by the Employer, the corresponding SAP purchase order.

1.6 Work performed without an authorised Task Order is at the Contractor's risk and does not entitle the Contractor to payment, an extension of time or a compensation event, unless the Service Manager subsequently confirms in writing that the work was required under the contract.

2. Task Order request and quotation

2.1 Before issuing a Task Order, the Service Manager may request the Contractor to submit a Task Order proposal.

2.2 The request states, as applicable:

- the required scope and business outcome;
- required deliverables;
- technical and functional requirements;
- relevant Service Information;
- dependencies, assumptions and constraints;
- required interfaces and data;
- required resources and key people;
- required programme and completion date;
- applicable security, privacy, quality and regulatory requirements;
- testing and acceptance requirements;
- service levels and performance measures; and
- the date by which the Contractor submits its proposal.

2.3 The Contractor submits its Task Order proposal within the period stated by the Service Manager. Unless otherwise instructed, the proposal includes:

- a detailed description of the proposed work;
- assumptions, exclusions and dependencies;
- a Task Order programme;
- resource requirements and named key people;
- a breakdown of quantities, rates and lump-sum items;
- licensing, subscription and third-party charges;
- implementation, integration and migration charges;
- travel and disbursement costs, where permitted;
- applicable taxes, excluding VAT;
- identifiable risks and proposed mitigation;
- acceptance criteria;
- a deliverables schedule;
- the proposed Task Order Price; and
- confirmation of the Task Completion Date.

2.4 The Contractor prices the Task Order using the rates and prices in the accepted Price List. The Contractor does not apply a rate, fee, mark-up or charge that is not included in the Price List unless the Service Manager has accepted it in writing in accordance with the contract.

2.5 Submission or review of a Task Order proposal does not constitute authority to commence work.

2.6 The Service Manager may:

- accept the proposal;
- request clarification or correction;
- instruct the Contractor to revise the proposal;
- negotiate the proposed scope, programme or price; or
- decide not to proceed with the proposed Task Order.

2.7 The Employer is not liable for the Contractor's costs of preparing a Task Order proposal unless the Service Manager states otherwise in the request.

3. Task Order content

3.1 Each Task Order includes, where applicable:

- Task Order number and title;
- contract number;
- description and boundaries of the task;
- applicable workstream, site, system or business area;
- starting date;
- Task Completion Date;
- intermediate milestones;
- named key people;
- SAP purchase order number, where available;
- approved Task Order budget;

4. Task Order programme

4.1 The Contractor submits a Task Order programme to the Service Manager within **10 working days** after receiving the Task Order, or within a shorter period stated in the Task Order.

4.2 The Task Order programme shows:

- the starting date and Task Completion Date;
- key activities and deliverables;
- milestone dates;
- testing and acceptance activities;
- training and change-management activities;

4.3 Acceptance of a Task Order programme does not change the Task Order Price, Task Completion Date or Contractor's obligations.

4.4 The Contractor submits a revised Task Order programme when:

- instructed by the Service Manager;

9. Payment

9.1 The Contractor invoices only for:

- accepted deliverables;
- completed quantities measured in accordance with the Price List;
- achieved payment milestones; or
- other amounts properly due under the contract.

10. Task Order completion and close-out

10.1 The Contractor notifies the Service Manager when it considers the task complete.

10.2 Before close-out, the Contractor provides:

- all accepted deliverables;
- final test and acceptance records;
- corrected Defects;

10.3 The Service Manager confirms Task Completion only when the Contractor has completed the work and provided the required close-out information.

10.4 Task Completion does not relieve the Contractor from correcting Defects, complying with warranties, providing support or performing any obligation continuing after completion.

10.5 The Contractor submits its final account for the Task Order within **20 working days** after Task Completion, unless the Service Manager states another period.

Health and safety, the environment and quality assurance

Health and safety risk management

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the *service* and the Affected Property for this contract. The text below provides for these being attached as an Annexure to this Service Information. PLEASE ALSO READ CORE CLAUSE 27.4 TOGETHER WITH Z7 IN THE ADDITIONAL CONDITIONS OF CONTRACT TO MAKE SURE THAT WHATHEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

The Divisional/Regional Safety Risk Manager or his representative having jurisdiction over the *service* must provide the relevant safety, health and environmental (SHE) criteria for incorporation into this Service Information. The SHE specification / scope must be signed off by the Divisional/Regional Safety Risk Manager or his representative confirming that the applicable safety criteria have been taken into account.

The Commodity Manager / Buyer must refer the tender to the Divisional/Regional Safety Risk Manager or his representative in order to evaluate against enquiry-specific safety criteria.

The Divisional Safety Risk Managers who will be responsible for the allocation of resources to assist P&SCM with the above processes are as follows:

- Generation: Roley McIntyre
- Transmission: Tony Patterson
- Distribution: Alex Stramrood
- Enterprises: Jace Naidoo
- Corporate: Kerseri Pather

The *Contractor* shall comply with the health and safety requirements contained in Annexure _____ to this Service Information.

Environmental constraints and management

N/A

Quality assurance requirements

2.5.1 Quality Control

The *Contractor* shall control activities and processes in accordance with 240-105658000 (QM58) “Eskom Supplier Quality Management Specification”.
The *Employer’s* Quality Control process shall be based on the following stages (quality checks) of the contract:

- Acceptance of Detailed Design documentation before installations.
- Delivery Quality Control – Delivery versus Order
- Installation Quality Control – Installation versus Installation Standard
- Commissioning Quality Control - Commissioning versus Commissioning Standard
- In Service Quality Control - Service Delivery and Performance versus Service Standard

The *Contractor* shall manage Documentation and Records in accordance with ISO 9001 requirements.
The *Contractor* will be responsible for the verification and signing of the quality inspection points by all parties, the records must be maintained by the *Contractor* and presented to the *Employer* on request.

2.5.2 General Quality Requirements to be used during the contract duration

The *Contractor* shall comply with the quality standard conditions as stipulated in section 6 of 240-105658000 (QM58) “Eskom Supplier Quality Management Specification” including but not limited to:

a) The *Contractor* shall demonstrate, provide and maintain a Quality Management System (QMS) that is ISO 9001 compliant.
b) The Contractor shall develop and implement the Quality Plans: Contract Quality Plan (CQP) and Quality Control Plan/ Inspection and Test Plan (QCP/ITP).

c) The *Contractor* agrees to control and professionally preserve and store appropriate documents, records and recordings to guarantee the traceability of the services rendered and inspection thereof.
d) The delivered services shall be uniform in Quality and condition, consistent with good industry practices and adhere to requested Eskom requirements, without deviation.
e) Eskom shall have the right to conduct surveys and perform surveillance of the *Contractor's* facilities.
f) Eskom reserves the right to inspect any or all of the work. Verification by Eskom shall not absolve the *Contractor* of the responsibility to provide acceptable services, nor shall it preclude subsequent rejection by Eskom.
g) The services must comply with the agreed specifications and the applicable directives set out in the agreement. Defects notified by Eskom shall be remedied by the *Contractor* upon demand by Eskom without undue delay and at no extra cost. The *Contractor* shall continuously monitor and identify non-conformances, relating to the scope of work, as signals of opportunities for improvement making process and other relevant changes to prevent recurrence
h) The *Contractor* shall further identify potential problems before they occur by identifying deviations in patterns or trends in service or process performance.
i) Nothing contained in the Contract shall relieve in any way the *Contractor* from the obligation of Quality control thereof.
j) The *Contractor* guarantees that the quantity, Quality and outward appearance of the delivered services will comply with the requirements of the contract and/or relevant specifications.

Procurement

People

4.1.1 Minimum requirements of people employed on the Site

The *Contractor* to liaise with the *Employer* for the relevant access controls and documentation required.

BBBEE and preferencing scheme

Adherence to Eskom procurement policies and procedures.

Accelerated Shared Growth Initiative – South Africa (ASGI-SA). Replaced by Supplier Development, Localisation and Industrialisation (SDL&I). Refer to Appendix E: SDL&I.

Subcontracting

Preferred subcontractors

The contractor to indicate the percentage of subcontracting, the proposed subcontractors together with their BBBEE statuses, and the sources of assets, goods or services when local content and production criteria are Applicable.

Subcontract documentation, and assessment of subcontract tenders

The principal Contractor must ensure that his proposed subcontractor has the following documentation on record (for access by the Employer) before the appointment.

- Valid accreditations, or Registration necessary to perform the scope
- A signed written contract that clearly outlines the roles and responsibilities of each party - must exist
- between the principal contractor and sub-contractor/s preferably in the NEC
- Subcontractor should submit a valid Tax clearance certificate to the principal contractor

Limitations on subcontracting

Only one level of sub-contracting is allowed and the Contractor to first clear all sub-contractors with the Employer.

Attendance on subcontractors

The *Employer* considers *Sub-Contractors* as part of *Contractor* and therefore will manage all aspects and obligations accordingly

Plant and Materials

Specifications

Not applicable.

Correction of defects

The *Contractor* shall submit a defects correction methodology proposal for evaluation and approval by the *Employer* prior to execution by *Contractor*.

Contractor's procurement of Plant and Materials

Equipment and Plant warrantees from suppliers to be listed in favour of the *Employer* and not just the *Contractor* to allow for post *service period* management. This shall include licencing where applicable. The *Employer* shall also need schedules of vendor data for use after the end of the *service period*.

Tests and inspections before delivery

Factory acceptable testing shall be performed on equipment prior to delivery. The *Employer* reserves the right to send a representative to the supplier's premises for observation of factory acceptance tests. The *Contractor* to provide all evidence related to factory acceptance tests.

The *Contractor* shall demonstrate that the works can operate as guaranteed by the *Contractor* (in *Contractor's* Works Information) or specified by the *Employer* either here or elsewhere in this Works Information.

The *Contractor* shall provide the *Employer* with a full set of factory acceptance test results for the system on or before delivery. These should indicate that the system meets its specification. The system shall not be dispatched from the factory for delivery to the *Employer* until it has passed its Acceptance Tests. (As per Technology release procedures).

Inspection by the *Employer's* representative shall not relieve the *Contractor* of their responsibility to meet all the requirements of the various specifications, and it shall not prevent subsequent rejection if system is later found to be defective when tested after installation.

Plant & Materials provided "free issue" by the *Employer*

Not applicable.

Cataloguing requirements by the *Contractor*

The Contractor shall provide all information necessary for the Employer to catalogue all offered services.

Working on the Affected Property

The *Contractor* to obtain required access authorisation from the *Employer* prior to access being issued.

Employer's site entry and security control, permits, and site regulations

Contractor to take note of access gate practices in site and comply with security access control protocols in office sites and sub stations.

People restrictions, hours of work, conduct and records

Restrictions and hours of work may apply on some sites. It is very important that the *Contractor* keeps records of his people working on the Affected Property, including those of his Subcontractors. State that the *Service Manager* shall have access to them at any time. These records may be needed when assessing compensation events.

Health and safety facilities on the Affected Property

N/A

Environmental controls, fauna & flora

N/A

Cooperating with and obtaining acceptance of Others

The *Contractor* to liaise with the *Employer* for specific requirements stated per site.

Records of *Contractor*'s Equipment

Not applicable

Equipment provided by the *Employer*

Not applicable.

Site services and facilities

Provided by the *Employer*

As per the scope of works.

Provided by the *Contractor*

As per scope of works.

Tests and inspections

Description of tests and inspections

The *Contractor* shall provide test and commissioning results for acceptance by the Employer. The *Employer* reserves the right to send a representative to witness the tests. The *Contractor* shall invite the *Service Manager* who in turn will invite other relevant stakeholders to conduct inspections of work done. Sufficient time shall be provided to allow for proper planning, tracked and managed at the scheduled meetings.

List of drawings

Drawings issued by the *Employer*

The *Contractor* shall provide all as-built drawings related to the service provided. The *Employer* will provide the Contractor with relevant drawings.

Drawing number	Revision	Title

Appendix 1: X17 Service-Level Table.

The Scope of Work requires an integrated IBTS covering customer journeys, data, digital channels, billing, revenue, workflow, AI, reporting and operational visibility. It also requires each Task Order to state its applicable service levels, low service damages, milestones and acceptance criteria.

The following table translates the three most critical Scope of Work outcomes into measurable X17 controls for inclusion in Appendix 1.

No.	Critical Service Level	Required Service Standard	Measurement / Evidence	Low Service Damages
X17.1	**Production Service Availability**	Following commencement of the applicable operational service, the Contractor maintains the availability of each Critical Production Service at or above the minimum availability stated for the applicable Service Tier in the Task Order or Service Level Agreement.	Automated monitoring records and agreed availability report. Measured monthly during the applicable Service Window, excluding accepted Planned Maintenance and agreed exclusions.	**0.25% of the applicable monthly service charge** for failure to achieve the minimum service level, subject to the stated cap.
X17.2	**Critical Incident Response and Service Restoration**	The Contractor acknowledges and restores Priority 1/Critical service incidents within the response and restoration periods stated in the applicable Task Order or Service Level Agreement.	Service-management incident record, including incident start, acknowledgement, restoration and closure timestamps.	**0.25% of the applicable monthly service charge per failed Critical Incident**, subject to the stated monthly cap.
X17.3	**Critical Interface Service Restoration**	Where a Critical Interface is expressly identified as being within the Contractor's operational responsibility, the Contractor restores a failure of that interface and completes the required recovery/reconciliation within the period stated in the applicable Task Order or Service Level Agreement.	Interface monitoring, incident records, integration logs and reconciliation records.	**0.25% of the applicable monthly service charge per qualifying failure**, subject to the stated monthly cap.

X17 administration rules

1. Each Task Order should identify which of the above service levels apply, together with the measurement period, baseline, data source, exclusions and responsible verifier. The contract already requires each Task Order to state applicable service levels, low service damages, KPIs, milestones and acceptance criteria.
2. A service failure should be recorded only against objective evidence from accepted monitoring tools, service-management records, testing results, interface logs, reconciliation reports.
3. Where one event causes more than one service-level failure, damages should not be duplicated for the same underlying failure unless the failures have separate consequences and measurement criteria.

4. The **0.25% individual cap** applies separately to each service-level category. The combined low service damages arising from one Task Order must not exceed **10% of the Affected Task Order Price, excluding VAT**, in accordance with X17.1 – X17.3.
5. Application of low service damages should not constitute acceptance of an incomplete deliverable or relieve the Contractor from completing the affected work, correcting Defects, providing support or meeting obligations that continue after Task Completion. The Task Order close-out provisions expressly preserve these continuing obligations.

Appendix 2: X20 – Key Performance Indicators

The Contractor's performance is measured against the Key Performance Indicators stated in the X20 KPI table in the Service Information and the applicable Task Order. Each Task Order states the applicable KPI targets, baseline, measurement method, evidence source, reporting frequency and accountable owner. The Contractor reports actual performance against target at the agreed intervals and provides root-cause analysis and an accepted corrective-action plan where a target is not achieved. KPI measurement does not relieve the Contractor from completing the service, correcting Defects, achieving Task Completion or complying with any applicable service level under Option X17.

KPI Table:

The table below is derived from the IBTS Scope of Work. It focuses only on measurable performance, and reporting.

X20 Table:

Ref.	Key Performance Indicator	Performance measure	Target	Measurement / evidence	Frequency	Weighting
KPI 1	**Task Order delivery performance**	Achievement of the deliverables and milestones stated in the applicable Task Order and Accepted Programme by the dates stated therein.	**≥95%** of agreed milestones achieved by the agreed dates. Contractual Completion and Critical Milestone obligations remain governed by the applicable contractual provisions.	Accepted Programme, Task Order milestone register and Service Manager's acceptance records.	Monthly	**35%**
KPI 2	**Quality and acceptance of deliverables**	Deliverables comply with the acceptance criteria stated in the applicable Task Order and are submitted in a condition suitable for acceptance.	**≥95%** of deliverables accepted on first formal submission. No unresolved Critical Defects at a contractual acceptance or go-live milestone except where otherwise accepted by the Service Manager.	Acceptance records, test results, deliverable register and Defects Register.	At each applicable acceptance or stage gate; reported monthly	**30%**
KPI 3	**Production service performance**	Performance against the availability, incident response, restoration, interface and other operational service	Achievement of the operational performance targets specified in the applicable Task Order or Service Level Agreement, including	System monitoring records, incident records and agreed service-performance reports.	Monthly following commencement of the applicable operational service	**25%**

		requirements applicable to the operational service.	performance against applicable X17 Critical Service Levels.			
KPI 4	**Performance reporting and corrective management**	Timely submission of required contractual performance reports and effective management of material performance failures and agreed corrective actions.	**100%** of required performance reports submitted by the agreed dates. Material performance failures have an agreed root-cause analysis and corrective-action plan within the applicable contractual period.	Monthly performance reports, root-cause analysis reports and corrective-action register.	Monthly	**10%**