

DATED

202[]

NATIONAL GRID ELECTRICITY SYSTEM OPERATOR LIMITED

and

[PROVIDER name]

**COMMERCIAL SERVICE AGREEMENT
FOR THE PROVISION
OF A PRIMARY ELECTRICITY SYSTEM RESTORATION
(BLACK START) SERVICE**

at

[Site name]

Contract Log No: [National Grid to provide]

Subject to Contract

Draft v.1.0

CONTRACT FORM

Parties:

The “ Company ”:	NATIONAL GRID ELECTRICITY SYSTEM OPERATOR LIMITED , a company registered in England with number 11014226 whose registered office is at 1-3 Strand, London, WC2N 5EH;
The “ Provider ”:	[], a company registered in [] with number [<i>Company number</i>] whose registered office is at [<i>registered office</i>].

Background:

The Company issued an Invitation to Tender (“**ITT**”) for the provision of Electricity System Restoration Services [in the South East region] on [].

The Provider is the owner of the Black Start Plant and has been awarded a contract to provide a Primary ESR Service in accordance with the ITT.

This form (“**Contract Form**”) together with the document titled the Primary Electricity System Restoration Service General Terms (“**Service Terms & Conditions**”) attached (including the annexes and schedules thereto) shall form the entire agreement between the Company and the Provider regarding the provision of a Primary ESR Service.

Words and expressions used in this Contract Form and not defined herein shall have the meanings ascribed to them in the Service Terms and Conditions.

Part 1 – Conditions Precedent

The Provider shall use its reasonable endeavours to ensure that each of the following conditions precedent are satisfied by not later than [] (the “**Final Consent Date**”):

A. [The Provider obtaining all necessary Consents for commencing the Works].
B. [The Provider executing the variation to the Bilateral Agreement for the Black Start Plant].
C. [The Provider entering into a construction agreement for the Works with its contractor].
D. [The variation of the Balancing and Ancillary Services Agreement]
E. [The Provider has entered into an agreement for the supply of electricity required for the purposes of the ESR Service]
F. [Delivery by the Provider to the Company of evidence to the Company’s satisfaction of its ability to deliver Acceptable Security for an amount equal to the Security Amount ¹].

¹ If required by the tender rules.

Part 2 - Works

- A) Scope of Works: [] [No works other than a Commissioning Test required]
B) Target Commencement Date: []
C) Indicative Milestone Schedule: as set out in Part 5 of this Contract Form

Part 3 - Works Contribution Payment

A) External Costs

	Party/Contractor	Description of Cost	Maximum Amount
1.			
2.			
3.			

B) External Costs Cap

The maximum amount reimbursable in respect of **External Costs** is £[].

C) Internal Costs

	Party/Contractor	Description of Cost	Maximum Amount
1.			
2.			

D) Internal Costs Cap

The maximum amount reimbursable in respect of **Internal Costs** is £[].

E) **Works Contribution Period:** [] months

[Part 4 – Security

Clause 4.6.4.8 applies and the Guarantor Minimum Credit Rating is []/Clause 4.6.4.9 applies and the Guarantor's Minimum NAV is []²

² Applicable where a PCG is the selected form of security. Delete the option that does not apply

Part 5 – Indicative Milestone Schedule

MILESTONE ACTIVITY	LATEST TARGET
Complete preliminary functional specifications	
Environmental Statement completed	
Submit IPC Application	
Submit Section 36 Application	
Expected to receive Section 36 Consents	
Expected to receive IPC Consents	
Site access (enabling works)	
Site access (main civil)	
Civil construction completion	
Start of delivery of power converter system	
Complete pipe-work installation	
Complete electrical control & instrumentation installation	
Mechanical completion (i.e. the completion of the supply and installation of the power converter system and process Plant and equipment provided under contract to the BS Service Provider with the exception of minor defects and omissions).	
Installation and commissioning of all communications links to enable the BS Service Provider to receive Black Start Instructions)	
Cold commissioning complete	
Start hot commissioning	
Completion of hot commissioning	
Black Start Capability testing	
Target Commencement Date	

Part 6 – Black Start Service Technical Parameters

[Main Generating Unit(s)] [CCGT Module(s)] : []

Black Start Contracted MW:[] MW

[BS Auxiliary Unit(s):[]]

[Auxiliary Contracted MW:[]]

Black Start Plant Technical Parameter	Contracted Value
Main Generating Unit(s) [CCGT Modules] - Black Start Contracted MW	[]MW
Auxiliary Contracted MW	[]MW
Time to connection event	[120 minutes] [the periods specified in respect of different warmth conditions in the table set out in Part IV below.] (or such other period agreed by the Parties in writing)
Individual Loads	
Loading Period	[] minutes from the time of the Connection Event
Loading Restrictions	[] MW
Minimum Stable Operating Level	
Maximum period of running for MW output below that stated above	[] Minutes
Service availability	≥ [] per cent
Interim power output levels (MW):	
1	[] MW within ½ hour of Connection Event
2	[] MW within 1 hour of Connection Event
3	[] MW within 1½ of Connection Event
Resilience of supply– availability to start-up	[] hours
Resilience of supply – Black Start Service	[] hours
Resilience of supply – BS Auxiliary Unit(s)	[] hours

Sequential Black Starts	[] starts
Reactive power range	[] MVar leading [] MVar lagging
Frequency control	
Minimum Frequency	[] Hz
Maximum Frequency	[] Hz
Block loading size	[] MW
Short-circuit level (following the start of a system disturbance)	[]
Inertia value	[] MVA.s

[TIME TO CONNECTION EVENT (WARMTH CONDITIONS)]³

Unit	Thermal Condition (TC)	Time to Connect [minutes]	Following a desynchronization, Unit will withstand in each TC for... [minutes]	Comments
GT []	Hot	[]	[]	
	Warm	[]	[]	
	Cold	[]	[]	
	Cold Bypass	[]	[]	
GT []	Hot	[]	[]	
	Warm	[]	[]	
	Cold	[]	[]	
	Cold Bypass	[]	[]	
- ST	Hot	[]	Offline [] Hours	
	Warm	[]	Offline [] Hours	
	Cold	[]	Offline longer than [] Hours	

Part 7 – Black Start Availability Price

£[]/Settlement Period

³ CCGTs only. Delete if not relevant

Part 8 – Target Availability

<u>Availability Assessment Period:</u>	<u>Target Availability for Availability Assessment Period y (A_y):</u>	<u>Scheduled maintenance days in Availability Assessment Period y:</u>

Part 9 – Notices

A) The Company's address for service of Notices:

National Grid Electricity System Operator Limited

Faraday House

Warwick Technology Park

Gallows Hill

Warwick CV34 6DA

Facsimile number: 01926 656613

For the attention of: the Company Secretary

Copy to: Head of Commercial

The Provider's address for service of Notices:

[Company name]

[Company Address]

Facsimile number:

[]

For the attention of:

[]

Operational telephone contact number

[]

Operational contact

[]

Part 10 - Special Conditions

The following provisions shall supplement and, where inconsistent with the GTCs and/or the Service Terms, apply in place of the relevant provision of the GTCs and/or the Service Terms.

Signed for and on behalf of NATIONAL GRID ELECTRICITY SYSTEM OPERATOR LIMITED by: []	
Dated:	
Signed for and on behalf of [PROVIDER] by []:	
Dated:	