

DATED

202[]

NATIONAL GRID ELECTRICITY SYSTEM OPERATOR LIMITED

and

[DNO]

and

[TR Contractor]

SERVICE AGREEMENT
FOR THE PROVISION
OF TOP UP RESTORATION CAPABILITY (DRZ)

at

[Site name]

Contract Log No: [National Grid to provide]

Subject to Contract

Draft v.1.0

CONTRACT FORM

Parties:

“NGESO”:	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;
“DNO”	[REDACTED], a company registered in [] with number [Company number] whose registered office is at [registered office]; and
“Top Up Restoration Contractor” or “TR Contractor”:	[REDACTED], a company registered in [] with number [Company number] whose registered office is at [registered office].

Background:

NGESO issued an Invitation to Tender (“ITT”) for the provision of Electricity Restoration Services in the [REDACTED] region on [REDACTED].

The TR Contractor is the owner of generating plant within the Distribution Restoration Zone operated by the DNO and has been awarded a contract to provide Electricity Restoration Services in accordance with the ITT.

This form (“**Contract Form**”) together with the document titled “Service Terms and Conditions for the Provision of Top Up Restoration Capability (DRZ) (“**Service Terms & Conditions**”) attached (including the schedules thereto) together with the General Terms and Conditions to the extent its provisions are expressly incorporated in the Service Terms & Conditions shall form the entire agreement between NGESO, the DNO and the TR Contractor regarding the provision of Top Up Restoration Capability.

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

Part 1 – Conditions Precedent

A. [The TR Contractor obtaining all necessary Consents for commencing the Works].
B. [Completion of the required enabling works described in Section 3B by the DNO].
C. [Delivery by the TR Contractor to NGESO of a Project Plan].
D. [The TR Contractor entering into a construction agreement for the Works with its contractor].
E. [Delivery by the TR Contractor to NGESO of Acceptable Security for an amount equal to the Security Amount ¹].

¹ If required by the tender rules.

Part 2 - Works Contribution Payment

A) External Costs

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

B) External Costs Cap

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

C) Internal Costs

	<u>Party/Contractor</u>	<u>Description of Cost</u>	<u>Maximum Amount</u>
1.			
2.			

D) Internal Costs Cap

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

E) Works Contribution Period

The Works Contribution Period is [] months

Part 3 - Works

Scope of Works: []

Part 3B – Enabling works

Part 4 – [Parent Company Guarantee²]

Clause 4.9 applies and the Guarantor Minimum NAV is []³ / Clause 4.10 applies and the Guarantor Minimum Credit Rating is []

² Delete if there is no Parent Company Guarantee

³ Delete the option that does not apply

Part 5 – Contracted Top-Up Requirements

Contracted Top-Up Plant: []

Contracted Top-Up Requirement	Contracted Value	Description
Resilience of delivery	[] hours	Minimum duration of service provision in response to a DR Instruction.
Service Availability	[]%	The ability to deliver the contracted service for 80 per cent of each year of the contracted period (exact availability to be declared).
Fast MW control	[]	Ability to deliver rapid MW response triggered by a local frequency measurement or on receipt of an external control request (which will change the set point at an agreed ramp rate).
Inertia	[] MVA.s	Inertial response (inherent response without any measurement delays).
Frequency control	[]	Frequency control capability as defined in Engineering Recommendation G99.
Reactive capability	[]	Voltage control capability as defined in Engineering Recommendation G99.
Short circuit infeed	[] MVA	Injection of reactive current during a disturbance.
Energy	Maximum power output [] MW Minimum power output [] MW Energy over a period of 120 hours [] MWh	Power output that can be maintained over a period of 120 hours

Part 6 - Availability Price

Part 7 – 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 8 – Notices

NGESO's address for service of Notices:

National Grid Electricity System Operator Limited

Faraday House

Warwick Technology Park

Gallows Hill

Warwick CV34 6DA

Email:

[REDACTED]

For the attention of:

[REDACTED]

Commercial contact

[REDACTED]

DNO's address for service of Notices:

[Company name]

[Company Address]

Email:

[REDACTED]

For the attention of:

[REDACTED]

Operational telephone contact number

[REDACTED]

Operational contact

[REDACTED]

The TR Contractor's address for service of Notices:

[Company name]

[Company Address]

Email:

[REDACTED]

For the attention of:

[REDACTED]

Operational telephone contact number

[REDACTED]

Operational contact

[REDACTED]

Part 9 - Special Conditions

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

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

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