

SCHEDULE M (CRITICAL DELIVERABLES)

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INSTRUCTIONS FOR RESPONDING TO THIS DOCUMENT:

General Guidelines

- These RFP documents contain the key legal terms and conditions that the Supplier will be required to comply with in relation to this Project.
- Eskom requires the Supplier to comply with the requirements as written, and compliance with these RFP documents will be a critical component of Supplier’s response to the RFP.
- The Supplier must complete Schedule Q (Supplementary Terms), as it is a mandatory requirement. Non-compliance will result in the Supplier being disqualified from further evaluation.

1. Introduction

- 1.1. Eskom may from time-to-time designate certain milestones, activities, plans, documents, actions and / or projects under this Agreement as being Critical Deliverables for the purposes of this Agreement, including those in relation to a Project. As at the Effective Date, only the deliverables listed in this Schedule are Critical Deliverables. Subsequent to the Effective Date, Eskom may designate additional Critical Deliverables in a New Services Project Order, or as otherwise agreed by the Parties following the Change Management Procedure.
- 1.2. Supplier's failure to meet any Critical Deliverable, save where a delay to meet any Critical Deliverable is as a result of an excusable delay as contemplated in clause 9.4 of the Agreement, shall constitute a material breach of this Agreement and Eskom shall have the right, at its option and without limiting any other rights and remedies that may be available to Eskom, to:
- 1.2.1. impose a Service Credit as set forth in this Schedule; or
 - 1.2.2. terminate the applicable affected Services or applicable New Service Project Order upon 30 (thirty) days written notice to Supplier; and/or
 - 1.2.3. where applicable, withhold payment of the applicable retained amounts until such time as Supplier achieves the Critical Deliverable.

2. Critical Deliverables

A detailed list of the Critical Deliverables, including the Critical Deliverable deadlines and the Service Credits for each such Critical Deliverable, are set forth in the table below.

Item no	Applicable contract	Critical Deliverable	Frequency	Delivery Deadline	Initial Service Credit	Extended Service Credit	Method of delivery
1.	All	List of Key Services Positions	Annual	Service Commencement Date + 3 (three) months and thereafter on each anniversary of the Service Commencement Date.	R 100 000	R 10 000 per week	Available electronically and in PDF format signed by an authorised representative.
2.	All	Supplier organisational structure / Organogram	Annual	Service Commencement Date + 1 (one) month and thereafter on each anniversary of the Service Commencement Date. In the final year of the Term, every 6 (six) months.	R 100 000	R 10 000 per week	Available electronically and in PDF format signed by an authorised representative.
3.	All	Transition Plan	Once-off	10 (ten) Business Days following the Effective Date.	R 150 000	R 50 000 per day	Available electronically and in PDF format.
4.	Cross Functional	Integrated Transition Plan	Once-off	2 (two) weeks after receipt of the other supplier's Transition Plan.	R 150 000	R 50 000 per day	Available electronically and in PDF format.
5.	All	Transformation Plan	Annual	6 (six) months from the Service Commencement Date and thereafter on each anniversary of the Service Commencement Date.	R 50 000	R 10 000 per week	Available electronically and in PDF format.
6.	All	Technology Innovation Plan	Annual	Service Commencement Date + 3 (three) months and thereafter on each anniversary of the Service Commencement Date.	R 150 000	R 50 000 per day	Available electronically and in PDF format.
7.	All	Roadmap	Annual	Service Commencement Date and thereafter on each anniversary of the Service Commencement Date or on request.	R 150 000	R 50 000 per day	Available electronically and in PDF format.
8.	All	AI Tool Register	Annual	Service Commencement Date + 2 (two) months and thereafter on each anniversary of the Service Commencement Date.	R 150 000	R 50 000 per day	Available electronically and in PDF format.

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9.	All	Generic Exit Plan (Schedule I (Exit Assistance))	Various	First draft within 6 (six) months from the Effective Date. Final Generic Exit Plan within 1 (one) month after receipt of Eskom's comments. Thereafter on the 1st (first) anniversary of the Service Commencement Date, the 3rd (third), anniversary of the Service Commencement Date and 180 days prior to the 5th (fifth) anniversary of the Service Commencement Date with updates within 1 (one) month after such review by Eskom.	R 100 000 for first draft R 50 000 for final plan R 10 000 for annual reviewed plan	R 10 000 per week R 10 000 per week	Available electronically and in PDF format.
10.	All	Exit Management Plan	On request	The Supplier will deliver to Eskom within 10 (ten) Business Days of written Notice by Eskom, the Exit Management Plan except that in the case of a Termination by Eskom in accordance with the Terms and Conditions, such time period shall be reduced to 5 (five) Business Days.	R 100 000	R 5 000 per week	Available electronically and in PDF format
11.	All	Information release table, Clause 2 of Schedule I (Exit Assistance)	Per Table in Schedule I	Per Schedule I			Available electronically
12.	All	Disaster Recovery Plan related to Services provided	Annual	Service Commencement Date + 1 (one) month and thereafter on each anniversary of the Service Commencement Date.	R 100 000	R 5 000 per week	Available electronically and in PDF format signed by an authorised representative.

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13.	All	Business Continuity Plan	Annual	Service Commencement Date + 1 (one) month and thereafter on each anniversary of the Service Commencement Date.	R 100 000	R 5 000 per week	Available electronically and in PDF format signed by an authorised representative.
14.	All	Operations Manual(s)	Every 6 (six) months (or upon any Change thereto)	Within 30 (thirty) days of the Service Commencement Date and thereafter every 6 (six) months. An updated version, within twenty (20) Business Days following the start of the Exit Assistance Period.	R 100 000 R 100 000	R 10 000 per week R 10 000 per week	Available electronically and in PDF format signed by an authorised representative.
15.	All	Certification of Compliance with Laws	Annual	Effective Date thereafter on each anniversary of the Effective Date.			Available electronically and in PDF format signed by an authorised representative.
16.	All	B-BBEE Certificate (Clause 12.10 of the Terms and Conditions)	Annual	Effective Date thereafter on an annual basis, a valid B-BBEE certificate must be submitted prior to the expiry of the current certificate.			Available electronically
17.	All	Supplier development and localisation ("SDL&I") threshold compliance	As per Schedule S	As per Schedule S.	N/A	As per Schedule S	Available electronically
18.	All	Early Termination Fee Calculation (for upcoming quarter)	Quarterly as per Schedule D Clause 4.1.7	Service Commencement Date + 3 (three) months, thereafter quarterly.	R 25 000	R 5 000 per week	Available electronically

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19.	All	Escalation matrix	Every 6 (six) months	10 (ten) Business Days following the Effective Date and thereafter every 6 (six) months.			Available electronically
20.	Applicable contract	S197: List of Assigned Personnel	6 (six) monthly	Service Commencement Date + 6 (six) months and thereafter every 6 (six) months.	R 100 000	R 10 000 per week	Available electronically and in PDF format signed by Head of HR or an authorised representative.
21.	Cross Functional	Service Integration Operating and Governance Model	Once-off	Service Commencement date.	R 150 000	R 50 000 per week	Available electronically and in PDF format signed by an authorised representative
22.	Cross Functional	Updated Operational Reporting Bundle	Monthly	As per approved Transition Plan.			Online
23.	All	Fully functional operational Billing tool	Monthly	Service Commencement Date.	R 50 000	R 10 000 per week	Online
24.	Service Desk and Monitoring	Fully functional ITSM system	Once-off	As per approved Transition Plan on or before Service Commencement Date.	R 200 000	R 50 000 per week	Online
25.	Service Desk and Monitoring	Fully functional Monitoring System(s)	Once-off	As per approved Transition Plan on or before Service Commencement Date.	R 200 000	R 50 000 per week	Online
26.	Service Desk and Monitoring	Document and Report Repository	Once-off	Service Commencement Date.	R 50 000	R 5 000 per week	Online
27.	Service Desk and Monitoring	Fully functional Self-Service Portal	Once-off	As per approved Transition Plan on or before Service Commencement Date.	R 50 000	R 5 000 per week	Online

Item no	Applicable contract	Critical Deliverable	Frequency	Delivery Deadline	Initial Service Credit	Extended Service Credit	Method of delivery
28.	Service Desk and Monitoring	Fully functional Standby Portal	Once-off	As per approved Transition Plan on or before Service Commencement Date.	R 50 000	R 5 000 per week	Online

Note: All time periods are Business Days unless stated otherwise.

3. Terms of Critical Deliverables

- 3.1 For purposes of this Schedule a Critical Deliverable shall not be considered "complete" until Eskom has signed off its Acceptance of same. Should Eskom not sign off its Acceptance or non-Acceptance within 25 (twenty-five) Business Days of delivery, the calculation of future extended Service Credits shall be suspended, provided that the Supplier has submitted a materially compliant deliverable. Such suspension shall not apply where Eskom's delay in acceptance is attributable, in whole or in part, to deficiencies in the Supplier's submission.
- 3.2 Supplier shall pay the Initial Service Credit for a Critical Deliverable if it does not complete the Critical Deliverable on or before the Deliverable deadline.
- 3.3 Supplier shall pay the Extended Service Credit for each day/week/month thereafter between the Deliverable deadline and the date it completes the Critical Deliverable. The stated Service Credit is payable to Eskom with respect to which the Critical Deliverable is late.
- 3.4 Notwithstanding anything stated to the contrary herein, on Eskom's election when any Service Credit is due, Supplier shall be obligated to pay such amount to Eskom within 30 (thirty) calendar days of Eskom's request for payment thereof.