

Schedule B (Service Description)

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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. SERVICES PRINCIPLES

1.1. The Supplier will be responsible for ensuring the Services performed are delivered, as a minimum, in accordance with:

- 1.1.1. the service requirements detailed in this Schedule B (Service Description);
- 1.1.2. the Service Specification;
- 1.1.3. the Performance Standards;
- 1.1.4. Eskom Policies;
- 1.1.5. Good Industry Practice; and
- 1.1.6. Applicable Law in the country in which the Services are being delivered.

2. SCOPE OF SERVICES

2.1. Scope of Services

2.1.1. The Services to be provided pursuant to this Agreement will consist of:

- 2.1.1.1. those services, functions, and obligations that the Supplier is to perform pursuant to this Agreement (including the services, functions and obligations set out in the service catalogue included as Appendix B-1 (the **“Service Specification”**);
- 2.1.1.2. such other services, functions and obligations which are not specified in this Agreement but which are reasonably required for the Supplier's performance of the services, functions and obligations specified in this Agreement, including as they may evolve during the continued duration of the Agreement and as they may be supplemented, enhanced, modified or replaced in accordance with the terms of the Agreement, and includes any management, planning and other services that are ancillary to and appropriate for the performance of any of the foregoing (including any changes to any of the aforesaid);
- 2.1.1.3. such other services, functions and obligations which are neither specified in this Agreement, nor determined by the Parties during the Transition, but which were performed within the 12 (twelve) Month period prior to the relevant Services Commencement Date, and which are reasonably required for the Supplier's performance of the Services.

2.1.1.3.1. under any Transferred Contracts;

2.1.1.3.2. by the Transferring Employees; or

2.1.1.3.3. by Eskom's or any Third-Party Supplier's employees, workers or contractors who are redeployed within their respective organisations as a consequence of the Agreement being entered into; and

2.1.1.4. any other services, functions or obligations which are reasonably required for the Supplier's performance of the services, functions or obligations described above, unless expressly set out in the Agreement as an Eskom Dependency, hereinafter together referred to as the "**Services**."

2.1.2. The Supplier will be responsible for the end-to-end delivery of the Services.

2.1.3. The Supplier will be required to maintain the appropriate and relevant levels of technical accreditation and certification in respect of those parts of its organisation that are performing the Services.

2.2. Geographical and User Scope

2.2.1. The Supplier is required to provide the Services at all Eskom Sites or any other designated site as specified by Eskom.

2.3. Service Hours

2.3.1. The Supplier will provide the Services during the hours specified in the Service Specification.

2.4. End Users

2.4.1. The Supplier will provide the Services to the Service Recipients and Eskom Personnel, and any individuals designated by Eskom as receiving the Services, including any individuals present on Eskom Sites from time-to-time.

2.5. Quality Assurance

2.5.1. The Supplier will be required to develop or adapt and employ IT industry standard techniques and frameworks designed to promote performance of the Services at a consistently high standard of quality, with focus on measuring and improving reliability, speed, cost effectiveness, customer satisfaction, and security.

2.5.2. The Supplier will be required to develop, implement, and maintain procedures and measurements on all quality assurance activities associated with the Services.

2.6. Continuous Improvement

- 2.6.1. The Supplier will continuously research and propose any applicable new, newly improved or enhanced commercially available information and communication technologies ("**Advanced Technology**"), innovations and improvements that reasonably could be expected to have a positive impact on the Services including, without limitation, in the areas of increased efficiency, increased quality and/or reduced costs, in accordance with the Operation Manual.
- 2.6.2. The Supplier will arrange and present at bi-annual meetings regarding Advanced Technology, innovation, and improvement potential in relation to the Services.
- 2.6.3. The Supplier shall not deploy any AI Tools in the delivery of the Services without Eskom's prior written approval. Where Eskom approves such deployment, any efficiency gains, cost reductions, or performance improvements achieved shall be reflected in the Charges and Performance Standards, and Eskom shall be entitled to a fair allocation of the resulting benefits.
- 2.6.4. The implementation of any Advanced Technology, innovations or improvements proposed by the Supplier pursuant to this section 1.1 will be dealt with in accordance with the relevant Change Procedures.

3. GENERAL SERVICES

3.1. The Supplier Support Systems

- 3.1.1. The Supplier will be required to be responsible for:
 - 3.1.1.1. providing, supporting, and maintaining the Supplier Support Systems required to manage the Services, and any other infrastructure required to connect the Supplier Support Systems to the Eskom IT Environment;
 - 3.1.1.2. obtaining sufficient licences, as agreed and documented, for each Service Recipient to Use the Supplier Support Systems; and
 - 3.1.1.3. monitoring of Supplier Support Systems to ensure operational stability and availability of these systems.
- 3.1.2. The Supplier will be required to ensure that at all times the Supplier Support Systems integrate with Eskom-provided Tools, as well as Tools of Third-Party Suppliers and will be responsible for the costs of such integration, provided that

such Tools seamlessly integrate and comply with industry standards with respect to Application Programme Interfaces ("**API**").

3.1.3. If applicable, the Supplier shall, at no additional cost to Eskom, provide:

- 3.1.3.1. basic training in respect of the Supplier Support Systems; and
- 3.1.3.2. user guides and other training documentation to such number of Eskom Personnel, Service Recipients and Third-Party Suppliers, and at such intervals, as Eskom may reasonably specify from time to time.

3.2. The Eskom Portal will be the function of the Cross-Functional Tower. However, the Supplier will be required to provide data, submit reports or any other information required from time to time to the Cross-Functional Supplier and/or Eskom and as stipulated in Schedule L (Cooperation Agreement).

3.2.1. The Supplier shall have access to a web-based system ("**Eskom Portal**") that will:

- 3.2.1.1. contain an interface to various monitoring tools and to any Third-Party Supplier tools to enable Eskom to review the Supplier's performance against the Performance Standards at any time;
- 3.2.1.2. be the main data repository for all information generated and processed by the Supplier or the Third-Party Supplier related to this Agreement;
- 3.2.1.3. be updated and backed up at such intervals as may be necessary to ensure that the information is accurate, capable of timeous retrieval, and that it reflects the nature of the Services at any given time;
- 3.2.1.4. include the following (among other things) where applicable:
 - 3.2.1.5. updated regularly to reflect all Change Requests;
 - 3.2.1.6. copies of all current proposals and responses to Change Requests;
 - 3.2.1.7. scanned counterparts of all Change Notes signed by each Party;
 - 3.2.1.8. the Eskom Policies;
 - 3.2.1.9. copies of the current and all historic Reports, including all Reports related to Performance Data;
 - 3.2.1.10. the Exit Management Plan;
 - 3.2.1.11. the information set out in the Exit Management Plan required to be provided to Eskom throughout the Term;

- 3.2.1.12. the Operation Manual;
- 3.2.1.13. the register of Eskom Sites;
- 3.2.1.14. any data, information, materials, and documents referred to in this Agreement that are generated or maintained on a computer or in other machine-readable format;
- 3.2.1.15. a log of all statutory documentation required by Applicable Law; and
- 3.2.1.16. any applicable risk registers;
- 3.2.2. exclude the following (subject to Eskom's written directions and guidelines from time to time):
 - 3.2.2.1. financial, sensitive commercial information;
 - 3.2.2.2. Confidential Information; and
 - 3.2.2.3. personal information (as defined in Applicable Law).
- 3.2.3. be set up so as to require the Supplier-generated usernames and passwords in order to gain access.
- 3.2.4. If applicable, the Supplier shall, at no additional cost to Eskom, provide:
 - 3.2.4.1. basic training in respect of the Eskom Portal; and
 - 3.2.4.2. user guides and other training documentation to Eskom Personnel, Service Recipients and Third-Party Suppliers, and at such intervals, as Eskom may reasonably specify from time to time.
- 3.3. Eskom Satisfaction Surveys
 - 3.3.1. The Supplier shall, in accordance with the relevant Service Specification:
 - 3.3.1.1. operate, support, maintain and update an approved system for monitoring Eskom and Eskom Personnel satisfaction in all relevant areas;
 - 3.3.1.2. implement the approved customer satisfaction systems to review customer feedback on service delivery, contract management, and support functions;
 - 3.3.1.3. include in the customer satisfaction systems the capability to capture both customer satisfaction and complaints; and
 - 3.3.1.4. provide regular and up-to-date customer satisfaction feedback of the type and format required by Eskom jointly developed and agreed with the Supplier for

applicable services. Both satisfaction (compliments) and complaints need to be recorded and reported for each Eskom Site.

3.3.1.5. respond to feedback from each Eskom Site to resolve complaints and improve service quality.

3.3.2. Eskom shall conduct a customer satisfaction survey of all Eskom Sites once per Year, or at such other intervals as may be agreed between the Parties, to be returned within 30 (thirty) Days of the end of the third quarter of the relevant Year. If in Eskom's view the level of customer satisfaction achieved by the Supplier is unacceptable, the Supplier shall at Eskom's request:

3.3.2.1. make available senior Supplier representatives to meet Eskom representatives to review and discuss the level of customer satisfaction; and

3.3.2.2. put in place a focused recovery programme, to be agreed with Eskom, setting out the remedial action to be taken by the Supplier in respect of the unacceptable level of customer satisfaction. The Supplier will ensure that its senior representatives will be responsible for leading and monitoring the progress of the steps undertaken pursuant to such recovery programme.

3.4. Knowledge Management

3.4.1. The Supplier will be required to provide knowledge management services to enable Eskom to improve the quality of its management decision making, as it relates to the Services as well as the efficiency and quality of the Services, to reduce cost, and such other matters as Eskom may reasonably determine from time to time.

3.4.2. The Supplier's responsibilities in providing the knowledge management services will include establishing, operating, maintaining and updating a knowledge management system in order to assist in the process of improving successful change, service improvement and to prevent continuous rework, and providing Eskom and the Eskom Service Providers with access to the information held on the knowledge management system.

3.4.3. The Supplier will co-ordinate the consolidation of all information provided by Eskom Service Providers into the knowledge management system. **[Drafting note: This will only be applicable to the Cross Functional Services].**

3.5. Required Consents

- 3.5.1. The Supplier will obtain all required consents (and pay any associated fees) necessary to perform the Services, as well as those for the transfer of any Transferred Contracts, Equipment or Software which are acquired by the Supplier from Eskom or which Eskom makes available for the Supplier to use in performing the Services.
- 3.5.2. If a required consent cannot be obtained, the Supplier will determine, adopt, and implement, subject to Eskom's prior written approval, alternative approaches that allow the Services to be performed without the required consent (and pay any associated fees).

4. TECHNOLOGY MANAGEMENT

4.1. Technology Refresh

- 4.1.1. The Supplier must keep all Services aligned with industry-leading standards and technological advances, ensuring that all Equipment, Software, and tools used to provide the Services remain supported by their respective manufacturers.
- 4.1.2. All technology and Equipment used by the Supplier in the provision of the Services must be upgraded or replaced as required to meet the Service Levels, the Performance Standards, manufacturer end-of-life policies and timelines and manufacturer-recommended requirements.
- 4.1.3. The Supplier must schedule all such upgrades and replacements in advance and implement them in such a way as to prevent/minimise any interruption or disruption of, or diminution in, the nature or level of any portion of the Services.

4.2. Innovation

- 4.2.1. The Supplier shall, at least annually, provide Eskom with a plan, setting out short-term and long-term technology strategies, refresh cycles, and opportunities for innovation ("**Technology Innovation Plan**").
- 4.2.2. The Technology Innovation Plan is a Critical Deliverable as more fully contemplated in Schedule M (Critical Deliverables).
- 4.2.3. Eskom shall be entitled to require implementation of technology upgrades that improve efficiency, resilience, or cost-effectiveness.

- 4.2.4. As part of complying with its obligations under this clause 4.2, subject to clause 2.6.3. and 5.3 of the Master Terms and Conditions the Supplier shall provide Eskom with detailed plans as to how the Supplier intends to leverage AI Tools to improve its Services.

4.3. Roadmap Accelerator

- 4.3.1. When required by Eskom, but at least annually in each Contract Year, or more frequently as agreed between the Parties, the Supplier must submit to Eskom its technology roadmap ("**Roadmap**"). The Roadmap is a Critical Deliverable, the first of which shall be delivered by the Service Commencement Date.
- 4.3.2. For the purposes of this clause 4.3, "**Roadmap Accelerator**" is Intellectual Property development that necessitates a change or addition to any Deliverable or Software forming part of the Services and is undertaken by the Supplier in agreement with Eskom, to prioritise a core product roadmap feature in response to Eskom's request.
- 4.3.3. Any terms applicable to the Roadmap Accelerator shall be agreed by the Parties in the relevant Service Request and are subject to the principles of this clause 4.3.

5. BUSINESS CONTINUITY AND DISASTER RECOVERY

- 5.1. The Supplier shall maintain and implement a business continuity plan and a disaster recovery plan that ensures continuity of the Services in the event of a disaster, failure, or disruption.
- 5.2. The Supplier will provide Eskom with a copy of its business continuity plan and disaster recovery plan on the Service Commencement Date of this Agreement, thereafter on an annual basis, provide an updated copy of the Supplier's business continuity plan and disaster recovery plan. The provision of the business continuity plan and disaster recovery plan (as well as annual updates thereto) are Critical Deliverables, and the provisions of Schedule M (Critical Deliverables) shall apply.
- 5.3. Such plans shall comply with Good Industry Practice and shall be reviewed, tested and updated at least annually, with results made available to Eskom. **[Note to Supplier: If Supplier has any industry accreditations, e.g. ISO, please advise and we can consider adapting this clause accordingly to reference the relevant acceptable standard.]**

- 5.4. The Supplier must periodically review (no less than annually) and test its business continuity and disaster recovery arrangements to validate the currency and validity of such business continuity plan and disaster recovery plan. The Supplier will be required to provide Eskom with copies of any test plans and test results on request.
- 5.5. The Supplier must immediately notify Eskom of an event which would invoke its business continuity plan and disaster recovery plan.
- 5.6. Following any disaster, the Parties will conduct a post-disaster review.
- 5.7. Any failure to maintain or execute its Business Continuity Plan and Disaster Recovery Plan shall be deemed a material breach of this Agreement.
- 5.8. The occurrence of a Force Majeure Event shall not relieve the Supplier of its obligations to implement the Business Continuity Plan and/or Disaster Recovery Plan, except in the event that such Force Majeure Event materially and adversely affects or prevents the implementation of such business continuity plan and/or disaster recovery plan.
- 5.9. As part of the Services, the Supplier warrants that: **[Drafting note: Based on the Supplier's scope this clause may be amended.]**
- 5.9.1. it will ensure 100% (one hundred percent) resilience and continuous service availability with no single point of failure, using active-active architecture across at least 2 (two) geographically and logically separate availability zones/ providers with automatic failover;
- 5.9.2. it will maintain duplicate, mirror-image production environments and data stores in separate sites, with real-time synchronisation to enable immediate failover without data loss;
- 5.9.3. it will ensure that in addition to mirror replicas, the Supplier will perform periodic full and incremental backups sufficient for business continuity and disaster recovery, retain them per agreed schedules, encrypt them in transit and at rest, and maintain at least one immutable or logically offline copy;
- 5.9.4. where applicable, the Supplier shall meet $RPO = 0$ and $RTO \leq [X]$ minutes. For all other Services, Supplier shall meet $RPO \leq [Y]$ minutes and $RTO \leq [Z]$ hours. These commitments apply during incidents and officially declared disasters;
- 5.9.5. it shall ensure that the failover is automatic and completed within the applicable timeframes, with no loss of committed transactions. The Supplier shall restore

primary operations and complete failback promptly after remediation, while ensuring data integrity;

- 5.9.6. it shall conduct end-to-end business continuity and disaster recovery tests, including live failover, at least semi-annually and after material changes. The Supplier shall provide 30 (thirty) days' prior notice, permit Eskom participation, and deliver test results and remediation plans within 5 (five) Business Days;
- 5.9.7. it shall continuously monitor availability and its disaster recovery posture and notify Eskom as soon as reasonably practical, and in any event no later than 60 (sixty) minutes of any incident, degradation, failure, or event that may affect service availability, resilience, failover capability, replication, backups, or disaster recovery readiness. The Supplier shall not make any material change to the approved resilience, replication, backup, failover, or disaster recovery arrangements without at least 60 (sixty) days' prior written notice to Eskom and Eskom's prior written approval;
- 5.9.8. it shall flow down these obligations to all Subcontractors and remains fully responsible for their performance;
- 5.9.9. it shall promptly remediate any deficiencies;
- 5.9.10. it shall ensure that replication and backups comply with Eskom data residency requirements and Applicable Law; and
- 5.9.11. it shall maintain capability to operate and support the Services during Incidents, including at failover sites.

Appendix B-1 Service Specification

[Drafting Note: Eskom to insert]

Appendix B-2 Operation Manual**1. OPERATION MANUAL****1.1. General**

1.1.1. The Supplier shall develop, maintain, update, and make available Operation Manuals relating to the Services in accordance with Schedule E (Governance).

1.1.2. The general requirements applicable to each version of each of the Operation Manuals are:

1.1.2.1. specifying the procedures, standards, baselines, and systems to be used by the Supplier and Subcontractors in the performance of the Supplier's obligations under the Agreement;

1.1.2.2. in a manner consistent with the performance of the Supplier's obligations under the Agreement;

1.1.2.3. to a level of detail sufficient to enable Eskom's operational and management staff to obtain a good understanding of the Services, procedures, and the Supplier Support Systems;

1.1.2.4. specifying the activities that the Supplier proposes to undertake in order to provide the Services, including the direction, supervision, monitoring, staffing, reporting, planning, and oversight activities normally undertaken at facilities that provide services of the type of the Supplier will provide under the Agreement;

1.1.2.5. specifying all interfaces between the Supplier, Subcontractor and Eskom;

1.1.2.6. specifying the service testing reviews, acceptance, and other procedures for Eskom to ensure the quality, accuracy and timely provision of the Supplier's or Subcontractor's performance;

1.1.2.7. specifying the procedures that the Supplier will use to track its and Subcontractors' performance under the Agreement against the Performance Standards;

1.1.2.8. specifying the procedures the Supplier will use to safeguard against the destruction, loss, or alteration of, or unauthorised access to or disclosure of, Eskom's Confidential Information;

- 1.1.2.9. detailed procedures for (i) cybersecurity incident response in line with Schedule R (Information Security Requirements), (ii) data protection compliance in line with Schedule P (Operator Agreement), and (iii) cloud reversibility and system documentation to support Eskom's rights under Schedule I (Exit Assistance);
 - 1.1.2.10. including a description of relevant Eskom Policies and measures to ensure compliance; and
 - 1.1.2.11. not referring to any document which is not either already in the possession of Eskom or attached to that version of that Operation Manual.
- 1.1.3. The Operation Manual shall cover the following aspects of the Services:
- 1.1.3.1. organisational and contact details of the Supplier's delivery team, including support personnel and Third-Party support personnel supporting or otherwise involved in connection with the **Services**;
 - 1.1.3.2. details of the organisational and technical interfaces between Eskom and the Supplier with respect to each of the Services;
 - 1.1.3.3. designated Eskom contacts;
 - 1.1.3.4. business continuity management and disaster recovery to the extent not covered in the Agreement;
 - 1.1.3.5. information security management;
 - 1.1.3.6. Third Party management and contract management;
 - 1.1.3.7. change management;
 - 1.1.3.8. knowledge management;
 - 1.1.3.9. continual service improvement; and
 - 1.1.3.10. reporting.

1.2. Structure and Format of Operation Manual

- 1.2.1. The structure of the Operation Manual shall be based on the requirements contained in this Schedule, and, at the discretion of Eskom, also on Eskom's current Operation Manuals. During Transition, the Supplier and

Eskom shall agree detailed documentation standards and formats relating to the Operation Manuals. In the absence of agreement, such documentation standards and formats shall be determined by Eskom (acting reasonably).

- 1.2.2. The Supplier shall ensure that the Operation Manuals maintained by the Supplier conform, and continue to conform for the Term, to the documentation standards and formats agreed upon between Eskom and the Supplier during Transition, unless otherwise agreed by Eskom and the Supplier.
- 1.2.3. The Supplier shall provide the Operation Manuals in English.
- 1.2.4. The Supplier shall make the Operation Manuals available in an electronic copy and publish on the Eskom Portal through web-enabled access by Eskom.

1.3. Delivery and Agreement of Operation Manuals

- 1.3.1. The Supplier shall prepare and deliver versions of each Operation Manual to Eskom as follows:
 - 1.3.1.1. a first version, within 30 (thirty) days of the Service Commencement Date and in accordance with the Transition Plan. This first version shall place all available information into a consistent format in accordance with sections 1.1 and 1.2 above, and shall close gaps in the Operation Manual, where reasonable within the allotted timescale;
 - 1.3.1.2. Eskom will provide any comments and changes following receipt of the draft Operation Manual and the Supplier will produce a second version, before or on the Transition Milestone specified in the Transition Plan, accommodating such comments. This second version shall be fully compliant with the requirements in sections 1.1 and 1.2 above; and
 - 1.3.1.3. an updated version, within twenty Business Days following the start of the Exit Assistance Period.
- 1.3.2. The Supplier shall ensure that each version of an Operation Manual provided under section 1.3.1 meets the requirements set out in sections 1.1 and 1.2.
- 1.3.3. Eskom shall, within 15 (fifteen) Business Days after receipt of a version of an Operation Manual under section 1.3.2, notify the Supplier of any aspects of the Operation Manual it considers as not meeting the applicable requirements referred to in section 1.3.2 (a “**non-conformity**”).

1.3.4. Promptly following receipt of any notification under section 1.3.3, the Supplier shall correct that version of that Operation Manual so as to remove the non-conformity and re-submit it to Eskom.

1.3.5. Subject to section 1.3.7, the procedure in sections 1.3.3 and 1.3.4 shall be repeated until each version of each Operation Manual is free from non-conformities.

1.3.6. Eskom shall notify the Supplier when it considers a version of an Operation Manual to be free from non-conformities.

1.3.7. The Supplier shall ensure that the final version of each Operation Manual (other than the one referred to in section 1.3.1.3) is delivered to Eskom, free from non-conformities, no later than 60 (sixty) days of the Service Commencement Date.

1.4. Update and Auditing Responsibilities

1.4.1. The Supplier will update the Operation Manual following any material changes to the operations or procedures described therein (and in any event at least once every 6 (six) Months). Updates to the Operation Manual will be provided to Eskom for review, comment, and approval prior to their implementation in accordance with section 1.3.

1.4.2. The Supplier shall conduct regular audits, at least quarterly, of the Operation Manuals to ensure a high standard of quality and continued compliance with the requirements set out in sections 1.1 and 1.2. This includes checks for:

1.4.2.1. completeness;

1.4.2.2. accuracy;

1.4.2.3. organisation;

1.4.2.4. readability; and

1.4.2.5. currency.

1.4.3. The Supplier shall report the resultant audit findings to Eskom and where it is determined that the Operation Manuals are inaccurate or not current, the Supplier shall take immediate remedial action to correct or replace such a document in accordance with section 1.3.

- 1.4.4. The Supplier shall maintain version control on each issued version of the Operation Manuals.

Appendix B-3 Eskom Dependencies

[Note to the Supplier: During Transition Eskom Dependencies will be determined and agreed by the Parties.]