

NCESS

Draft Service Specification

Network Support Services for Byford Substation peak demand

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1. Introduction

1.1 Purpose and scope

- 1.1.1 Western Power has prepared this NCESS Draft Service Specification in accordance with clause 3.11B.1 and 3.11B.5 of the Electricity System & Market Rules (ESM Rules). This NCESS Service Specification includes:
- a. the service requirements;
 - b. the expected technical capability of a facility or equipment that may be able to provide the service;
 - c. the network locations where the service is to be provided;
 - d. the maximum quantity of the service required;
 - e. the expected commencement and duration of the service;
 - f. the reasonable expectation of the frequency of service utilisation, the expected duration of each utilisation and when the service is expected to be utilised during typical days;
 - g. any operational requirements or limitations;
 - h. the material contractual terms associated with the NCESS, including required pricing structure;
 - i. the selection criteria that may apply to the NCESS Submissions; and
 - j. any other relevant matters.

1.2 Definitions

- 1.2.1 Terms defined in the *Electricity Industry Act 2004*, the ESM Regulations and the ESM Rules have the same meaning in this document unless the context requires otherwise.
- 1.2.2 Capitalised terms used in this document have the meaning given in the ESM Rules unless specified in Table 1.

Table 1: Definitions and acronyms

Term	Meaning
Activation	The period in the which the Service is operating under the terms of the NCESS contract
Activation Notice	Means a notice issued to a NCESS provider for the Service to operate in accordance with this NCESS Service Specification and an NCESS Contract.
Activation Period	The period from 1 st Dec one year to 1 st April the following year
Activation Fee	The fee for the operation of the Network Support Service per MW/hr
Approval to Operate	Western Power's approval for a behind the meter, embedded generation system to operate
Availability Fee	The fee for making the network support service available per MW
Contract Term	The period (specified in paragraph 2.5 of this document) during which the NCESS provider must make the Service available.

Term	Meaning
Maximum NCESS Contract Amount	The maximum amount that is payable to the NCESS provider under the NCESS Contract on the assumed basis that the Service is available during each Dispatch Interval in the Availability Period.
MW	Mega Watt
MWhr	Mega Watt hour
Network Support Service (NSS)	The service provided by a supplier under the NCESS Contract
Service	Has the meaning given in paragraph 2 of this document.
Service Equipment	The Registered Facility or Unregistered Equipment from which the Service is required to be provided under the NCESS Contract.
Service Period	Has the meaning given in paragraph 2 of this document.
Service Quantity	The quantity of the Service that the NCESS provider is required to provide under the NCESS Contract.
Unregistered Equipment	Means any facility or equipment that is not registered and not required to be registered under this document.
ESM Rules	Electricity System & Market Rules

2. Service details

2.1 Service requirements

- 2.1.1 This NCESS Draft Service Specification is for Network Support Services within the Byford substation load area as defined in section 2.3. The Service is required for energy supply or reduction of energy withdrawal at the transmission substation level to reduce the substation loading below capacity limits in accordance with table 2. This Service opportunity is open to both existing and new facilities and the facility is not required to be registered.

2.2 Expected technical capability of a facility or equipment that may be able to provide the Service

- 2.2.1 The expected technical capability of a facility or equipment that may be able to provide the NSS must be sufficient to form and sustain an energy supply or reduction of energy withdrawal in line with the following requirements:
- providing the energy supply or reduction of energy withdrawal as agreed in the NCESS Contract, within the Activation Period and on issuing of an Activation Notice;
 - sustaining the NSS for no less than 4 hours; and
 - sustaining the NSS at the level as described for the NSS location.
- 2.2.2 A NCESS provider is required to comply with all applicable ESM Rules.

2.3 Service locations

The NSS is required within the load area of Byford substation. The facilities providing the NSS must be electrically connected to the Byford substation via the high and / or the low voltage network. Further specific Western network information can be provided on request.

2.4 Maximum Service Quantity required

- 2.4.1 An expression of interest (EOI) submitted in response to this NCESS Draft Service Specification must specify a Service Quantity.
- 2.4.2 The Service Quantity must be in accordance with the minimum and maximum provisions specified in table 2.
- 2.4.3 The maximum Service Quantity required from all NCESS providers is shown in table 2.

Table 2: NSS Service requirements

Year	2026/27	2027/28	2028/29	2029/30
NSS Active power required	30 MW	32 MW	26 MW	32 MW
NSS Energy required (based on a 2-hour* service provision)	60MWh	64MWh	52MWh	64MWh

* a service provision up to 4 hours may be required

2.5 Contract Term and expected Service utilisation

- 2.5.1 The Contract Term must commence no later than 1st December 2026 and end on 1st April 2029 with an option to extend included within the contract terms and conditions. A contract duration of 1 to 3 years, within the term start and finish dates, will be considered.
- 2.5.2 The NCESS provider must make the NSS available for Western Power to call upon as required
- 2.5.3 The service will be activated between the hours of 4:30pm and 8:30pm or parts thereof
- 2.5.4 The service will need to be available for any day, with the NSS being called on as a priority to any other services contracted
- 2.5.5 The contracted service is expected to be called upon no more than 20 time each Availability period (1 Dec to 1 Apr) for a duration up to a maximum of 4 hours for each Activation
- 2.5.6 Activation will typically be with 1 (one) day advance notice. Multiple providers for this service will be considered for both the duration and the service quantity

NCESS Service Specification feedback

Western Power seeks feedback (through EOIs in response to this NCESS Service Specification) on the ability of potential NCESS providers to deliver the Service for the duration of the Contract Term specified, and any commercial benefits associated with any alternative durations or extensions to the Contract Term.

3. Operational requirements or limitations

3.1 Control and communication requirements

- 3.1.1 The NCESS provider must provide a communication process and system that:
- Receives and acknowledges an Activation Notice from Western Power
 - Provides the verification data detailed in 3.1.2
 - Is able to safely integrate with Western Power systems, enabling Western Power's receipt of the data covered in section 3.1.
- 3.1.2 The NCESS provider must provide the following verification data of the Service provided:
- Time series 5-minute data for all NMIs providing the Service for each time interval commencing 30mins prior to the NSS Activation start until the end, including:
 - Time stamp (interval start)
 - NMI
 - DER type
 - DER Control signal
 - DER active power
 - Total NSS active power

- 3.1.3 Western Power will provide an Activation Notice approx. 12-24 hours in advance of the Service being required.

3.2 Minimum availability requirement

- 3.2.1 A minimum availability of 95% is required at all times during the activation period.
- 3.2.2 The NCESS provider must notify Western Power promptly after changing or modifying the Service and/or equipment in a way that reduces or could reasonably be expected to reduce the availability of the Service.
- 3.2.3 Western Power will require the NCESS provider (at the NCESS provider's cost) to conduct a test of the Service and/or equipment ahead of the NCESS Contract start to demonstrate that the Service complies with the NCESS Contract and with applicable standards, including but not limited to; the ESM rules, NQRS code and the Western Power technical rules.
- 3.2.4 The NCESS provider must take remedial action in the event of Service unavailability.
- 3.2.5 In the event the Service is unavailable for Activation under the NCESS contract, there will be a reduction in payments by Western Power depending on the duration of the unavailability¹.
- 3.2.6 The NCESS provider must provide the participating NMs associated with providing the Service aligned to the capacity agreed in the NCESS contract.

¹ Excluding acceptable planned outages to be agreed between Western Power and the NCESS provider as part of contract negotiations.

4. General

4.1 Material contract terms

- 4.1.1 All items identified in this NCESS Service Specification are material contract terms.

4.2 Conditions Precedent

- 4.2.1 The NCESS Contract will be subject to the following conditions precedent, which must be satisfied by the date specified in paragraph 2.5:

By Western Power:

- a. Western Power has received funding approval for the NCESS Contract;

By the NCESS provider:

- a. the energy supply or reduction of energy withdrawal as agreed in the NCESS Contract takes priority over other system services, however can be provided coincident to other systems services;
- b. a connection contract permitting the facility to be connected to Western Power's network must be executed by the NCESS provider;
- c. the equipment has completed all tests for the contracted capacity as required by Western Power and to Western Power's satisfaction, to demonstrate compliance with the Service requirements;
- d. each connection that forms part of the Service has been issued an Interim Approval to Operate or an Approval to Operate
- e. the NCESS provider and the facility have met all requirements under the ESM Rules to entitle the NCESS provider to provide the Services; and
- f. a scheduled maintenance plan for the Contract Term commencing on the date specified in paragraph 2.5 has been provided by the NCESS provider for the Service and agreed to by Western Power.

- 4.2.2 Western Power must determine satisfaction (or otherwise) of each condition precedent within 5 business days of the date Western Power considers (at Western Power's sole discretion) that all information relevant to that condition precedent has been provided or becomes available to Western Power.

- 4.2.3 To avoid doubt, Western Power may request further information from the NCESS provider at any time for the purposes of paragraph 4.2.2.

- 4.2.4 If Western Power determines under paragraph 4.2.3 that the condition precedent is satisfied, Western Power must set the date of satisfaction as the date when the condition precedent was satisfied, as reasonably determined by Western Power.

4.3 No exclusivity

- 4.3.1 The NCESS provider acknowledges and agrees that Western Power may engage any number of other contractors to provide services that are the same or materially equivalent to the Service during the Contract Term.

4.4 Extent of liability

- 4.4.1 Separate liability limits will apply for Western Power and the NCESS provider.

- 4.4.2 For Western Power:

- (a) subject to paragraph 4.4.2(b) and other than in respect of any unpaid fees, Western Power's liability is limited to the prescribed maximum amount for the purposes of section 126 of the *Electricity Industry Act 2004* and regulation 52 of the ESM Regulations.
- (b) Western Power is not liable for:
 - (i) indirect damages or losses;
 - (ii) loss of market, opportunity or profit (whether direct or indirect); or
 - (iii) damages or losses to the extent that they arise from the NCESS provider's failure to act in accordance with the NCESS Contract, a law (including the ESM Rules) or good electricity industry practice.

- 4.4.3 For the NCESS provider:

- (a) subject to paragraph 4.4.3(b), the total amount recoverable from the NCESS provider in respect of any and all claims arising out of any one or more events during the Contract Term with respect to, arising from, or in connection with, the NCESS Contract or the provision of the Service is limited to the lesser of the NCESS Contract value and \$5 million.
- (b) the NCESS provider is not liable for:
 - (i) indirect damages or losses;
 - (ii) loss of market, opportunity or profit (whether direct or indirect); or
 - (iii) damages or losses to the extent that they arise from Western Power's failure to act in accordance with the NCESS Contract, a law (including the ESM Rules) or good electricity industry practice.

4.5 Termination

- 4.5.1 Western Power may terminate the NCESS Contract if a condition precedent is not satisfied by the condition precedent satisfaction date and Western Power (in its sole discretion) does not waive it.

5. Payment

5.1 Monthly fixed fee

- 5.1.1 The monthly fixed fee is the Availability Fee for the relevant month, less any reductions for unavailability.

5.2 Monthly variable fee

- 5.2.1 The monthly variable fee is the sum of the Activation Fees relating to the operation of the Service.

5.3 Total monthly fee

- 5.3.1 The total monthly fee is the sum of the monthly fixed fee and the monthly variable fee.

6. Selection Criteria

6.1 Compliance and Assessment

6.1.1 In accordance with clauses 3.11B.8, 3.11B.9 and 3.11B.11 of the ESM Rules, Western Power will apply the selection criteria summarised in Table 3 for NCESS Submissions.

Table 3: Selection criteria

Criterion	Description	Weighting
Valid submission	As required under clause 3.11B.8 of the ESM Rules, the submission complies with the NCESS Submission form and contains information requested.	Pass / Fail (1/0)
Compliance with specification	As required under clause 3.11B.10(a) of the ESM Rules, the Service complies with the specification as described in the tender and as required in column D of the NCESS Submission form.	Pass/Fail (1/0)
Evidenced delivery dates	As required under clause 3.11B.10(b)(i) of the ESM Rules, sufficient evidence has been provided to support NCESS delivery dates for new Services and/or equipment.	Pass/Fail (1/0)
Environmental Approvals	As required under clause 3.11B.10(b)(ii) of the ESM Rules, sufficient Environmental Approvals have been granted.	Pass/Fail N/A or (1/0)
Project methodology	Western Power's assessment of the project methodology and milestones, and likelihood that the project will achieve key dates.	10%
Technical capabilities	Assessment of technical requirements as outlined in this Service Specification. The ideal NCESS provider would meet the Service requirements whilst offering enhanced system benefits, and system supporting capabilities.	40%
WAIPS	Assessment on NCESS provider's Western Australian Industry Participation Plan to maximise opportunities for local business. Refer to 6.2.2.	10%
Value for Money	Western Power's assessment of value for money based on the NCESS provider's ability to meet the requirements and pricing.	40%

6.2 Due Diligence and Legislative Requirements

- 6.2.1 For cyber security purposes, any NCESS provider is required, where applicable, to adhere to the AESCSF when the NCESS provider or any of its subcontractors develops, accesses, transmits, processes, stores or otherwise handles Western Power sensitive operational information or other sensitive data.
- 6.2.2 Western Australia Industrial Participation Plan Strategy (WAIPS). NCESS provider must complete all applicable sections of the template Participation Plan in order to demonstrate the NCESS provider's commitment in relation to the participation by the local industry in the performance of the NCESS provider's obligations under the Contract. The Standard Full Participation Plan template can be downloaded from: <https://industrylink.wa.gov.au/participation-plans/participation-plans>. Guidance on "How to Complete a Participation Plan" is available from: <https://industrylink.wa.gov.au/participation-plans/how-to-complete-a-participation-plan>. · A full Participation Plan has been requested, the NCESS provider is required to complete all questions except question 4 in Section A. Your completed Participation Plan should be titled: [Tender Number – Tender Title – Participation Plan – NCESS provider name]. The document uploaded as your response must be in the same MS Word format as the reference document provided.
- 6.2.3 Where deemed necessary, a due diligence review may be undertaken on compliant NCESS Submissions. Evaluation scores may be moderated as a result of this process. The due diligence review may include:
- WHSE prequalification
 - Financial due diligence
 - Reference checks
 - Site audits
 - Overall risk assessment of the proposal