**Service Level Agreement**

between

Eskom Holdings, SOC Limited

(Hereinafter referred to as Eskom)

and

Potential Network Cabling Service Provider

(Hereinafter referred to as Eskom Supplier)

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# Introduction

* This document is a Service Level Agreement (SLA) between Eskom Holdings SOC Limited (Eskom) and Potential Network Cabling Service Provider (Eskom Supplier).
* This SLA constitutes a formal agreement, which defines and formalises key components of the working relationship between Eskom and Eskom Supplier.
* This SLA document must be read together with the main NEC3 Term Service Contract (TSC3)

# Supporting Clause

## Scope

* This SLA document encompass the service descriptions, service categories, service levels, support availability and service requirements provided for the offerings under the Supply, delivery and Installation for IT Lan Cabling and Services for all Eskom’s sites.

### Purpose

* The agreement defines, in detail, the services to be delivered by Eskom Supplier and the level of service that can be expected by Eskom, thereby reducing the risk of misunderstandings, and providing a common understanding of service requirements/capabilities and of the principle involved in the measurement of service levels.
* The aim of this agreement is to provide a formal and reporting basis for cooperation between Eskom and Eskom Supplier and to clarify each party ’responsibilities, as well as to provide a framework for common understanding between the two parties, ultimately ensuring that a timely and efficient service and support are available to the end-users.

### Effective date

* This agreement will be effective on the date of main contract sign-off. The act of signing this SLA will be binding on both parties with respect to the terms of the agreement.

## Normative/Informative References

* Parties using this document shall apply the most recent edition of the documents listed in the following paragraphs.

### Normative

* Eskom ICT Cabling Procedure (240-153547393)
* ISO 9001 Quality Management Systems

### Informative

* ISO 27000 series
* ITIL4

## Definitions

|  |  |
| --- | --- |
| **Definition** | **Explanation** |
| Acknowledgement | Means that Eskom will receive a reference either by email or verbally to indicate that the ticket/call has been logged. |
| Change Request | Change requests indicate that something needs to be moved, added, changed, installed, removed, or reinstalled. |
| Incident | Incident ticket/call will indicate that something is broken or faulty. Incidents can be generated manually through Eskom Supplier ‘s service desk (by either telephone or email) or via system generated ticket. |
| Problem | Problem ticket/calls indicate that there are numerous incidents tickets/calls related to the same root cause. |
| Adhoc Project | Any Service Request or Change Request that involves resolution timelines that are longer than normal Service Requests. |
| Resolution | The resolution time is the time taken to resolve a tickets/call |
| Response | The response time is the turnaround time it takes Eskom Supplier to contact Eskom telephonically or by email measured from time a ticket/call is logged (automated response not applicable). |
| Service Request | A Service Request ticket will indicate that a service or product is desired (e.g., general request for advice, report, quote etc.) |
| Severity 1 | Severity is Critical: when the product is inoperable, and the situation is resulting in a total disruption of work. There is no workaround available. The operations are affected by the disruption, and it is critical to the business. |
| Severity 2 | Severity is High: Operations are severely restricted. Important features are unavailable, although work can continue in a limited fashion. A workaround is available. |
| Severity 3 | Severity is Medium: The product does not work as designed resulting in a minor loss of usage. A workaround is available. |
| Severity 4 | Severity is Low: There is no loss of service. This may be a request for documentation, general information, product enhancement request, etc. |
| Working Day | Normal business hours are between 08:00 and 17:00 from Monday to Friday. Eskom may request support on public holidays, weekends, and outside of the Working Day and when there is a need. |

## Abbreviations

| **Abbreviation** | **Explanation** |
| --- | --- |
| ESKOM | Eskom Holdings SOC Limited |
| ISO | International Standards Organisation |
| KPI | Key Performance Indicator |
| PSC | Professional Services Contract |
| SLA | Service Level Agreement |
| SOC | State Owned Company |

## Roles and Responsibilities

### Eskom

* Reporting faults and submitting service request, excluding when the fault can be automatically detected by the solution.
* Eskom to inform Eskom Supplier of any change within the Eskom environment.
* Timely payment for services after all approved supporting documents has been submitted.
* Provide a platform (Service Desk), for escalating of tickets/calls.

### Eskom Supplier

* Supply, delivery and installation of IT Lan Cabling and Services Provide Eskom with full access to the Knowledge Base (24x7).
* Provide monthly service reports; Provide weekly operational reports

# Service Levels

## Description of the service

* Supply, delivery and installation for IT Lan Cabling and Services for all Eskom’s sites.
* Support and Maintenance on a per call/ticket logged basis.
* Support and Maintenance is to be provided either through telephone, email or on-site (when needed) on tickets logged
* The calls/tickets logged by Eskom will be classified and reported using ITIL best practise classification of incident, requests, problems, and changes tickets

## Incident tickets/calls resolution

* An Incident tickets will indicate that something is broken or faulty.
* Incidents can be logged manually to the Eskom Service Desk (by telephone or email) or via system generated call/tickets.
* Actual time to resolve an incident will be measured on Working Day
* High /Critical Severity incidents will be responded to and resolved with the highest level of priority. Eskom Supplier to provide Eskom nominated person with progress feedback on high /critical severity calls immediately every 1 hour until the problem resolved.
* Eskom Supplier to provide Eskom with Root Cause Analysis report for all high /critical severity calls.
* Eskom Supplier will replace hardware that fails to consistently achieve Eskom ‘s performance expectations at a threshold of 3 incidents per month related to the same root cause.
* In the event of hardware failure, Eskom Supplier must replace the appliance or component with a replacement device within 8 hours to ensure continuity of service. This equipment will be replaced with equipment of equal to, or greater than, capabilities at no cost to Eskom. Eskom Supplier will manage all aspects of parts, including installation.
* Incident will be responded to and resolved according to the following service levels:
  + Response Time: 90% of all Incidents and Requests should be responded to within 1 day
  + Resolution Time: 90% of all Incidents should be resolved within 3 days Severity 1 (S1) incidents: will be resolved within 8 hours

## Service Request Fulfilment

* A service request ticket/call will indicate that a service or product is desired (e.g., general request for advice, report, quote etc.)
* Actual time to deliver a request will be measured during the Working Day.
* Resolution Time: 85% of all BAU Requests (i.e., work requests for installing three LAN points or less OR work costing less than R 10 000.00) should be resolved within 10 days
* Quotation: 90% of all Quotations should be provided within 10 days from date of site visit

## Installation: 95% of all installation work should be completed within agreed time frames Problem Management

* Problem calls/tickets will indicate that there are numerous incidents or potential of future numerous calls related to the same root cause.
* Problem’s calls/tickets will be raised by either party to this agreement and will be acknowledged within 30 minutes of logging the problem by either email or telephone.
* 98% of all problem tickets will have a draft recommended resolution plan within 5 (Five) working days of logging the problem.
* All severity 1 and 2 tickets will require a root cause analysis report to be produced within 10 days after the tickets is resolved

## Change Management

* Change requests indicate that something needs to be changed, moved, added, or removed.
* All changes affecting the solution will be discussed and approved by Eskom in writing before implementation can take place in accordance with the Eskom change management process.
* The target of 100% of all change tickets will be implemented on the specific date and time as agreed by both parties.
* If it is necessary for Eskom Supplier to interrupt any service during Working Day, prior written notification of 5 working days must be given and approved by Eskom in writing.

## Adhoc Project Management

* Any service request or major change request that involves multiple components may be classified as an adhoc project and will be managed as such.
* Eskom Supplier will work with the duly nominated Eskom main point of contact for the implementation of an adhoc project.
* Eskom Supplier will appoint the responsible nominated main point of contact and outline the necessary activities and determine time frames for each adhoc project implementation.
* The nominated main point of contract (or project manager) will act as the single point of contact for Eskom for shall:
  + Attend kick-off meeting,
  + Attend project progress meetings.
  + Plan and manage activities required for service implementation.
  + Deploy the adhoc project within mutually agreed time frames.
* Eskom will approve the agreed Project Implementation Plan and provide the necessary support and data to enable completion of the project.
* Implementation of adhoc projects will be measured according to the target agreed in the signed project proposal (project plan / service order).
* The project proposal should be sent to Eskom at a minimum turnaround time of two weeks from date of request for proposal.
* Installation: 95% of all installation work should be completed within agreed time frames

# Training

* Eskom Supplier to provide Eskom with access to the online Knowledge Base (24x7)
* Eskom Supplier to provide OEM approved training to Eskom staff on an as required basis

# Reporting

* Eskom Supplier will provide various service / management reports to Eskom on a monthly by not later than the 5th working day of the month for the previous month’s service. The reports will be customisable to meet Eskom operational requirements and will include, but not be limited to, the following:
  + Response time – of logged calls/tickets
  + Mean Time to Resolve (MTTR) – of logged calls/tickets
  + Root Cause Analysis reports
  + Calls/Tickets register of all logged incidents)
  + SLA presentation report
  + Service Improvement Plan / Report

# SLA Achievement Report

* SLA Achievement of either a pass / pass / failure will be determined monthly by reviewing the achieved percentage from the score of each all KPI measured in this agreement
* The overall SLA achievement will be considered a failure (breach) if any of the KPI measured fail to meet its service level target

# Penalties and recoveries

* Eskom and Eskom Supplier will do everything within its mandate, powers, services, and capacity to ensure that customer service is the priority and that all users of IT Lan Cabling and Services are constantly satisfied with the service.
* In the event of SLA performance breach, a resolution or remedy process is to be engaged. Eskom Supplier will provide Eskom with SLA Breach Report followed by Service Improvement Plan within 10 days of SLA breach.
* A resolution or remedy will be documented by a corrective action plan tied to an agreed-on timeline to bring the services within targeted standards within a 30-day time frame.
* The remedy may require service delivery correction actions, the addition of incremental capacity, and modification to the service process.
* Breaches and near breaches report and opportunities for improvement will be made available in the monthly service performance report by Eskom Supplier.
* Penalties or any recoveries in form of service credit will be enforced should Eskom Supplier fail meet the SLA.

# Service Credits

* All Service Credits are calculated as a percentage of the monthly Service Charge/s due in respect of the relevant Service that did not meet the Service Levels as stated in the Service Level Agreement.
* Credits are calculated after the deduction of all discounts and other special pricing arrangements, and may not be applied to governmental levies, taxes, surcharges, local access charges or any other charges other than the monthly Service Charge/s.
* Service Credits will be calculated as a percentage of the monthly Service Charge/s of the impacted service. Service Credits apply to the service impacted and are applicable as a percentage of the monthly cost of the service which has failed to meet the relevant service levels as follow:

|  |  |
| --- | --- |
| Response SLA | Service Credit |
| Response, Resolution, Quotation, and Installation SLA met | 0% |
| Response, Resolution, Quotation, or Installation SLA not met by over 0.5% | 2% |
| Response, Resolution, Quotation, or Installation SLA not met by over 2% | 4% |
| Response, Resolution, Quotation, or Installation SLA not met by over 3% | 6% |
| Response, Resolution, Quotation, or Installation SLA not met by over 5% | 8% |
| Response, Resolution, Quotation, or Installation SLA not met by over 10% | 10% |

# Process for Monitoring

* Service-level reports will be compiled, and reports will be produced by Eskom Supplier and forwarded in electronic format to Eskom’s representative monthly by the 5th working day of the month for the previous month’s operations.
* Eskom Supplier will provide reports showing the service offering for each service against the tickets/calls response and resolution times as defined in this SLA.
* The measurement report will show performance trending for the service offerings monthly. A six-month view should be made available to do the trend analysis.
* Service-level breaches should be identified by Eskom Supplier in the service offering reports and will be monitored by Eskom.
* Actual levels of service will be compared with agreed-on target levels monthly by both parties, and in the event of a discrepancy between actual and targeted service levels, both parties are expected to identify and resolve the reason(s) for any discrepancies in close cooperation.
* Eskom and Eskom Supplier will hold adhoc service review meetings to discuss the level of service offering. Meetings will be scheduled by Eskom.
* This SLA is a dynamic document and will be periodically reviewed annually and/or changed when the following events occur:
  + Eskom’s expectations and/or needs have changed.
  + Better metrics, measurement tools, and processes have evolved as per the benchmark that will be conducted in close cooperation between both parties.
* Customer satisfaction survey will be conducted by Eskom Supplier on an adhoc basis in close cooperation with Eskom to determine a level of customer satisfaction.

# Sign-off

This agreement constitutes the sole agreement between Eskom Supplier and Eskom, and no variation, modification, or waiver of any of the provisions of this agreement or consent to any departure from these shall, in any manner, be of any force or effect, unless confirmed in writing and signed by both parties, and such variation, modification, waiver, or consent shall be effective only in the specific instance and for the specific purpose and to the extent for which it was made or given.

This agreement is signed on behalf of the Eskom Supplier and Eskom, each signatory to this warranting that he/she has the requisite authority to do so.

**Eskom Service Provider (Responsible Manager) -** *responsible for**signing the Eskom contract on behalf of the contractor*)

Signed this …………………….. day of ……..…………………….... 20 …………… at

………………………………………..……. (*Place*)

(*Full name*)……………………………………………… (*Signature*) …………………………………on

behalf of …………………………………………………….. **(Supplier/contractor)**

Witnesses

…………………………………………

…………………………………………

**Eskom Holdings SOC Limited (Eskom’s representative)**

Signed this ……………………… day of …………………………...20………………

at ………………………………….………………….…… (*Place*)

(*Full name)*………………………………………….. (*Signature*)……………………………………on behalf of

Witnesses

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…………………………………………