



**Services and Service Levels**

**APPENDIX A**

**SERVICE LEVEL AGREEMENT**

**BETWEEN**

**ESKOM HOLDINGS SOC LIMITED**


(Hereinafter referred to as Eskom)

**AND**

**SERVICE PROVIDER**

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Initials:

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## **1. Introduction**

- 1.1.** This document is a service-level agreement (SLA) between Eskom Holdings SOC Limited (Eskom) and the Service Provider.
- 1.2.** The SLA constitutes a formal agreement, which defines and formalises key components of the working relationship between Eskom and the Service Provider.
- 1.3.** The SLA document must be read together with the main NEC3 term service contract (TSC3).
- 1.4.** This SLA document will be reviewed twice a year to take cognisance of any constant changes or as when Eskom strives to improve the Supply and Delivery of IT Peripherals Services on a continuous basis.

## **2. Scope**

**2.1.** This SLA documents:

- Supply and Delivery of IT Peripherals,
- key roles and responsibilities,
- the service levels, support availability and service requirements provided for the offerings under Supply, and Delivery of IT Peripherals,
- service-level monitoring and
- service performance management.

## **3. Purpose**

- 3.1.** The aim of this agreement is to provide a formal and reporting basis for cooperation between Eskom and the Service Provider, and to clarify each party's responsibilities, as well as to provide a framework for common understanding between the two parties, ultimately ensuring that a timely and efficient service offering, and support are available to Eskom users.
- 3.2.** The agreement defines, in detail, the services to be delivered by the Service Provider 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.

## **4. Effective date**

- 4.1.** This agreement will be effective on the date of signature by both parties.
- 4.2.** The act of signing the SLA will be binding on both parties with respect to the terms of the agreement.

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## 5. Normative/informative references

5.1. Parties shall apply the most recent edition of the documents listed in the following paragraphs.

### 5.1.1. Normative

- Eskom Information Security Policy (32-85)
- PFMA Reporting Procedure (32-92)
- Acceptable Use of Information and Information Systems Policy (240-103449776)

## 6. Definitions

Definition	Explanation
Acknowledgement	Means that User/OSP will receive a reference either by email or verbally to indicate that the call has been logged.
Billing Schedule	Supporting document provided by Service Provider to validate volumes and services provided.
Call Logging System	A computerised system which tracks incidents, faults and requests that are logged
Help Desk	Service Provider for Helpdesk or OSP Helpdesk as the context may require
Incident	Incident tickets will indicate that something is broken or faulty. Incidents can be generated manually via the Service Provider service desk (telephone or email) or via system generated tickets
IT Peripherals	As specified in the Peripherals Master List
Out-Of-Box failures / Dead-On-Arrival (DOA)	IT peripherals will be considered to Out-Of-Box-Failures or Dead-On-Arrival (D-O-A) if it fails to boot up, function and or exhibits a defect in material or workmanship within the first 30 days from date of delivery
Outsourced Service Provider (OSP)	Eskom's IT Outsourced Service Providers
Problem	Problem calls indicate that there are various incidents calls related to the same root cause.
Response	The response time is the time, measured in hours or part thereof, from the time the call is logged to the time the Service Provider's technician to arrive on site in person.
Resolution	The resolution time is the time taken to resolve the call.
User	End User
Working Day	Normal business hours between 08:00 and 17:00 from Monday to Friday.

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## 7. Abbreviations

Abbreviation	Explanation
CMDB	Configuration Management Database
DOA	Dead on Arrival
Eskom	Eskom Holdings SOC Limited
FSE	Field Services Engineer / Field Technician
IMOM	Information Management Operations Manager
KPI	Key Performance Indicator
NEC	National Engineering Contract
oCIO	Office of the Chief Executive Office
OSP	Outsource Service Providers (Eskom's Outsource Service Providers)
PC	Personal Computer (including desktop and laptop computers)
PO	Purchase Order
POD	Proof of Delivery
PPE	Personal Protection Equipment
SCCM	Software Centre Configuration Manager
SLA	Service Level Agreement
SLM	Service Level Manager
TO	Task Order
SC	Term Service Contract

## Roles and responsibilities

### 7.1. Eskom is responsible for:

- Placing an order for IT Peripherals with the Service Provider,
- Issuing IT Peripherals to the OSP for setup and installation,
- Responsible for accuracy of the Eskom SAP Asset Register.
- Reporting any fault on IT Peripherals to the Eskom Outsource Service Provider / Eskom Outsource Service Desk if any of the following has occurred:
  - Out of box failure (DoA)
  - IT Peripherals or any of its components malfunctions or has a complete failure (e.g. failure to boot up,)
- Testing IT Peripherals as and when requested by the OSP,
- Verifying delivery. Together with the Service Provider Representative, Eskom Representative receiving the delivery, to check quality of consignment (quantity, order number and package tempering) and if quality is not according to acceptable standard, delivery will be not accepted.

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- Verifying delivery. Together with the Service Provider Representative, Eskom Representative receiving the delivery, to match the POD to the items delivered, and only sign off once this is done,
- Timely payment for services after all approved supporting documents have been submitted, and
- Eskom to inform Service Provider of any change within the Eskom Supply and Delivery of IT Peripheral Services environment.

## **7.2. Service Provider is responsible for:**

- Supply and Delivery of IT Peripherals as described in the Scope of work of the NEC contract.
- In-Warranty repairs/replacement of IT Peripherals based on the warranty given by the OEM (with a minimum of 1 (one) year of delivery).
- All devices shall have a minimum of 1 (one) year from date of delivery unless the OEM specified a longer warranty.
- Prior to delivery of units, Service Provider to:
  - Ensure each unit is labelled with OEM serial nr for identification and verification.
  - Ensure OEM serial nr that is affixed to the unit corresponds to the asset tag on the box,
  - Supply Eskom with asset serial numbers for identification, and
  - Supply order master file to Eskom Representative for SAP updates.
- Verifying delivery. Together with the Eskom Representative, Service Provider Representative receiving the delivery, to check quality of consignment (quantity, order number and package tempering) and if quality is not according to acceptable standard, delivery will be not accepted.
- Verifying delivery. Together with the Eskom Representative, Service Provider Representative delivering units, to match the POD to the items delivered, and only sign off once this is done,
- Supply Eskom with the Service Provider's signed Proof of Delivery (POD),
- Reporting on key performance indicators (KPIs) as described in this SLA to foster consistent measurement of performance, and
- Reporting on service operations as described to foster consistent service delivery.

## **7.3. Eskom's IT Service providers (Eskom Outsource partner) are responsible for:**

- Installation of devices,
- Setting up new peripheral,
- Transferring files to the new peripheral,
- First Line support of Devices,

- Logging faults with the Service Provider in case of hardware failures where the OSP is unable to resolve the fault, and
- Follow-up with the Service Provider on outstanding faults logged-

## **8. Services and service levels**

### **8.1. Description of service**

- Supply and Delivery of IT Peripherals as described in the scope of work of the NEC contract.

### **8.2. Supply and delivery of IT Peripherals orders**

- Eskom will initiate the process to order Peripherals from Service Provider,
- Units should make use of either Universal or Brand Specific Components as specified in the Peripherals Master List,
- The normal e-Auction Bidding Process to be followed accordingly,
- a Task order (TO) stipulating the order will be emailed to Service Provider to inform Service Provider what is needed and to confirm the price, Service Provider will be expected to sign off the Task Order,
- on receipt of the task order the Service Provider will confirm the correctness of the following:
  - order specifications,
  - quantities,
  - price,
  - start and completion date – (completion date to be used in the PO as a delivery date),
  - availability of quantities requested and
  - any other terms and conditions required by the Service Provider as agreed with Eskom.
- on receipt of task order signed by Service Provider, Eskom will create a purchase order,
- the completed PO will be shared with the Service Provider electronically by the Eskom Representative,
- on receipt of the Purchase Order from Eskom, the Service Provider will verify the correctness of the PO prices and order specifications, quantities, price and availability of quantities requested,
- Service Provider will acknowledge the receipt and correctness of the order by e-mail,
- once correctness is verified and confirmed, the order will be placed on the Service Provider's Order Capturing System,

- incorrect and/or incomplete orders will not be accepted or processed by the Service Provider, the Service Provider will reject (through e-mail) these orders and only process them once corrected,
- the Service Provider will deliver as per the address specified in the order,
- the Service Provider needs to make an appointment, and confirm the date to deliver with the Eskom representative / Eskom's IT service provider, depending on the Eskom site,

**NB:** Eskom representative may be the official Eskom Outsourced Service Provider in some sites, or Eskom IT Employees or End User at other sites,

- the Service Provider should not proceed to deliver without confirmation of the delivery with the Eskom representative above,
- in the event where the Service Provider can't get hold of the Eskom Contact person, the Service Provider must immediately escalate to the Eskom representative,
- on delivery, the Service Provider will provide the proof of delivery (POD) to Eskom and this must contain details of what was delivered including but not limited to:
  - order number, quantity, model, make, serial number, name of the person taking delivery, Contact Number, ID No/Unique Number, date, address at which the equipment was delivered,
- the Eskom representative must provide identification to the Service Provider in the form of Eskom Access card or the ID and the Service Provider can only release the goods once this identification has been produced,
- the Eskom representative receiving the delivery must match the POD to the items delivered, and only sign off once this is done,
- Service Provider will deliver to the stipulated delivery address stated by Eskom in the purchase order inside the allocated storeroom (in case of Bulk delivery),
- Together with the Eskom Representative, Service Provider Representative receiving the delivery, to check quality of consignment (quantity, order number and package tempering) and if quality is not according to acceptable standard, delivery will be not accepted. In the event of non-compliance by the Service Provider on items delivered, the Service Provider will be fully responsible,
- The Service Provider must send all signed Service Provider's POD's and the invoices to Eskom for payments,

**NB:** No signed Service Provider's POD, no payment, Eskom will verify POD's against PO for payment

- In the event where the Service Provider does not have components, Service Provider will immediately contact Eskom (for confirmation) before units are delivered.
- In the event where the Service Provider incorrectly delivers, (items, components, serial number (not affixed to box or same as serial number in unit) and/or address) recovery and subsequent correct delivery will be at the Service Provider's cost by next business day.

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### **8.3. Supply and delivery of Bulk Request / ad-hoc projects implementation**

8.3.1. Any request or change request that involves 30 (thirty) units or more will be classified and managed as a project / bulk request.

8.3.2. Service Provider will work with the duly nominated Eskom main point of contact for the implementation of the project / bulk request.

8.3.3. Service Provider will appoint the responsible nominated main point of contact for the project and outline the necessary activities and determine time frames for each Project Implementation Service.

8.3.4. Eskom will approve the agreed Project Implementation Service plan and provide the necessary support and data to enable completion of the project.

8.3.5. The Service Provider's nominated main point of contract (or project manager) will act as the single point of contact for the project and shall:

- Manage a kick-off meeting, establish a project team, and set up and regulate communications,
- plan and manage activities required for delivery service implementation,
- communicate and monitor customers' requirements for deliveries,
- provide an escalation management process,
- Deploy the project within mutually agreed time frames.

8.3.6. Eskom and Service Provider will collaborate to develop a communication strategy and plan, which will be reduced to writing and signed by the parties.

8.3.7. Delivery of units greater or equal to 30 (thirty) will be treated as a project. Implementation of bulk order / projects will be agreed from time to time between Eskom and the Service Provider.

### **8.4. Repair Service Support**

#### **8.4.1. Installation Service**

- Once the Peripheral has been delivered, Eskom will log a request for setting up of the device with Eskom's OSP or Eskom OSP will log a request against themselves for setting up the device depending on the Eskom site / Eskom representative,
- Once the device has been setup, the OSP will transfer files to the device, and
- User to Sign-off that the installation was done and completed.



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#### **8.4.2. In-Warranty repairs Service**

- should the OSP be unable to resolve the incident remotely, then they will do physical assessment, and attempt to resolve the incident,
- if the incident is still unresolved and it's related to a hardware failure, then the OSP will refer the incident to the Eskom Representative (IMOM). Eskom Representative will log a call with the PC Service Provider,
- Repairs of hardware failure related to the in-scope desktop and laptop as described in NEC contract will be responsibility of the Service Provider. The Service Provider will liaise with Eskom Representative,
- the Service Provider will use the OSP ticket reference number to link the fault logged for tracking purposes,
- the Service Provider will provide the Eskom Representative with a Service Provider reference number – The PC Service Provider's Help Desk will only address calls that have their reference number,
- the Eskom Representative will do follow-ups with the Service Provider on unresolved outstanding faults logged for the Service Provider to provide progress feedback,
- should the fault require physical assessment by the Service Provider, the Service Provider should contact the Eskom Representative, to schedule an appointment. The Service Provider needs to confirm with the Eskom Representative prior to departing to the Eskom site for the assessment. Failure by the Eskom Representative to be available for a confirmed appointment should be escalated as per the escalation process,
- after fixing the fault the Service Provider obtains user acceptance sign-off confirming that the reported fault is resolved and that the reported equipment is functional,
- no calls should be closed prior incident resolution Eskom Representative / user acceptance sign-off unless the end-user is unavailable or by agreement between the parties,
- the Service Provider's fault logging system needs to be updated with the pertinent attributes to facilitate monthly reports,

#### **8.5. Service desk Service**

8.5.1. The Service Provider to provide an automated service desk platform including a reporting platform for logging, recording, tracking and reporting of service requests / faults.

8.5.2. Eskom Representative, in the event of a hardware fault, will refer the matter to the Service Provider for resolution.

#### **8.6. Hours of service**

8.6.1. Service Provider will ensure that services related to the Supply and Delivery of IT Peripherals as per the scope of work in the NEC contract are available to Eskom during

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the Working Day. If it is necessary for Service Provider to interrupt any service during Working Day, prior written notification of 2 working days must be given and approved by Eskom in writing if possible or reasonable in the circumstances.

#### **8.7. Request fulfilment (Request for a General Service)**

- 8.7.1. A request ticket will indicate that a service or product is desired (e.g. general request for advice, quote, etc.)
- 8.7.2. Actual time to deliver a request will be measured during the Working Day.
- 8.7.3. 95% of all request tickets must be acknowledged within 30 minutes of logging the request by either email or telephone.
- 8.7.4. 95% of all requests must be resolved within 1 business day.

#### **8.8. Request fulfilment (Request to purchase new Peripherals)**

- 8.8.1. Requests for new peripherals will be sent directly to Service Provider by authorised Eskom personnel who will be appointed by the Eskom Service Manager.
- 8.8.2. Service Provider must investigate request(s) for new peripheral(s) and confirm availability of stock in line with end-user requirements and industry standards.
- 8.8.3. Partial deliveries will only be accepted upon prior arrangement and/or engagement with Eskom Representative.
- 8.8.4. Incomplete deliveries will not be accepted by Eskom.
- 8.8.5. Service Provider must send an official order form to Eskom to approve the placement of an order for the new peripheral.
- 8.8.6. Once the official order form has been approved by the Eskom Service Manager and issued for processing, Service Provider will process the order and arrange delivery of peripheral(s) in accordance with the minimum turnaround times. Delivery of peripheral(s) will be measured at 99% of all requests delivered from the date of signed approval for orders within the specified days as stated below:
- 8.8.7. Delivery of peripheral(s) will be measured at 99% of all requests delivered from the date of signed approval for orders within the specified days as follows:
  - Delivery of peripherals within agreed timeframes from date of SAP Purchase Order

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- Local: Units <5 (Local – Gauteng) - Within 5 days (from date of PO receipt).
- National: Units <5 (National - Regional) - Within 10 days (from date of PO receipt).
- International: Within 6 to 8 weeks of received of the Purchase Order.
- Local: Units ≥5 (Capped at 30 per Order) (Local – Gauteng)- Within 21 days (from date of PO receipt).
- National: Units ≥5 (Capped at 30 per Order) (National - Regional) - Within 31 days (from date of PO receipt).
- Replacement of faulty devices within agreed timeframes of 5 working days from date of notification of faulty devices delivered.
- Task Order approvals to be completed within agreed timeframes of 24 hours from date of receipt of the Eskom signed Task Order
- Proof of supplier delivery notes (POD) to be accompanied by all deliveries and provided to Eskom to ensure processing of payments.

Non-adherence to the agreed SLA timelines will result in penalties being enforced.

- 8.8.8. Dead on Arrival – Out of Box Failure – Within 30 days from date of delivery 99% of units to be working fully.
- 8.8.9. 99% of Dead-on-Arrival – Out of Box Failure equipment to be replaced - within 3 working days of notification of defect to Service Provider.
- 8.8.10. Compliance to the agreed project plan will be measured at 95%: Project: Units > 30 - As per agreed timelines between Eskom representative and Service Provider.
- 8.8.11. 99% of equipment delivered to be working fully. In the case of Dead-on-Arrival (DOA) – (Out of Box Failure) within 30 days of delivery the Service Provider will replace the equipment at no cost to Eskom.
- 8.8.12. 99% of equipment identified as Dead-on-Arrival (DOA) – (Out of Box Failure) Equipment will be replaced within 3 working days of notification of the Service Provider.
- 8.8.13. 99% of orders to be delivered correctly. Failure by Service Provider to deliver correctly will be rectified by Service Provider at no cost to Eskom.
- 8.8.14. Service Provider to provide all required components for all units delivered.
- 8.8.15. Eskom will provide the power outlet, network connections, and provide availability of an IT engineer, when required.

### 8.9. Incident management

- 8.9.1. Incident tickets will indicate that something may be defective. Incidents to be logged via the Service Provider service desk (telephone or email).
- 8.9.2. Actual time to resolve an incident will be measured during the Working Day.
- 8.9.3. 95% of all incident tickets must be acknowledged within 30 minutes - business hours of logging the incident by either email or telephone.
- 8.9.4. The target of 99% of all incident tickets must be resolved within 3 working days of logging the incident:
- If an incident request ticket cannot be corrected remotely, Service Provider will send a service technician to arrive at the Eskom site on the next business day if the ticket was logged before 16:00.
  - If an incident request ticket is received after 16:00, it will be logged on the next business day.
- 8.9.5. 99% of all equipment delivered by the Service Provider are to be in a fully working condition. In the case of Dead-on -Arrival (DOA) – (Out of Box Failure) that is reported to the Service Provider within 30 days of delivery, the Service Provider will replace the equipment.
- 8.9.6. The failure rate of equipment will be measured using the following:
- 3 month moving average, based on the annualised failure rate, OR
  - average failure rate over 3-months
  - number of monthly failures of the same component
  - Failure Rate of the peripheral will be measured as follows:

Year	Component
Year 1	2%
Year 2	3%
Year 3	4%
Year 4	5%
Year 5	6%

- 8.9.7. Component breaking down more than once in 3-months will be measured annually as follows:
- 0% - Same component number of breakdowns in three month's year-1
- 1% - Same component number of breakdowns in three month's year-2
- 2% - Same component number of breakdowns in three month's year-3

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3% - Same component number of breakdowns in three month's year-4

4% - Same component number of breakdowns in three month's year-5

8.9.8. Service Provider will replace the affected device should a component(s) fail to consistently achieve the manufacturer's performance expectations at a threshold of 3 incidents per month or 6 incidents in six months.

#### **8.10. Problem management**

8.10.1. Problem calls indicate that there are various incidents calls related to the same root cause of the same component. A problem will be logged after failure of the same component three (3) times – (this is not limited to one machine).

8.10.2. Problem tickets logged with OEM will be communicated with Eskom within 4 (four) business hours of logging the problem by either email or telephone.

8.10.3. 95% of all problem tickets will have a draft Root Cause Analysis report provided to Eskom with recommended resolution within 3 (Three) working days of logging the problem.

8.10.4. 95% of all problem tickets will have a final Root Cause Analysis report provided to Eskom with recommended resolution within 10 (Ten) working days of logging the problem.

8.10.5. The Root Cause Analysis Report will be signed off by an Eskom Representative before a problem is resolved.

#### **8.11. Change management**

##### Changes to the Brand

In the event that there are changes to the current supplied brand, the change management process will be invoked.

Change Management refers to changing of the brand where Eskom will be notified by e-mail 3 months prior to the change being implemented in the Eskom environment. The Vendor is responsible to notify and supply the replacement unit 3 months prior to the introduction of the new brand.

A failure to provide the unit in time will result in rejection of this device on the contract. This is to ensure testing of the hardware as well as other relevant preparations are made by Eskom prior to acceptance.

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Changes to the Components must be in line with the table in Section 8.2

In the event that there are changes to the current supplied component, the change management process will be invoked.

Change Management refers to changing of the brand where Eskom will be notified by e-mail 3 months prior to the change being implemented in the Eskom environment. The Vendor is responsible to notify and supply the replacement unit 3 months prior to the introduction of the component.

A failure to provide the unit in time will result in rejection of this device on the contract. This is to ensure testing of the hardware as well as other relevant preparations are made by Eskom prior to acceptance.

In the event where the notification was not sent to Eskom by e-mail 3 months prior to implementation, costs relevant to that change will be for the account of the Service Provider.

8.11.1. Change requests indicate that something needs to be changed, moved, added, or removed.

8.11.2. All changes affecting IT Peripheral services will be discussed and approved by Eskom in writing before implementation can take place in accordance with the Eskom change management process.

- Service Provider to prepare a plan of action from the date of recommendation being approved by Eskom. The plan to have completion date to be agreed by both parties and the actual execution will be monitored in the weekly. Feedback to be given at the monthly Account meeting.

## **8.12. Asset register accuracy**

8.12.1. Eskom is responsible for accuracy of the Eskom Asset Register.

8.12.2. The Service Provider to send a list of delivered units to Eskom for capturing to the Eskom Asset Register.

## **8.13. Access to Eskom premises**

8.13.1. Supplier Safety files to be provided to the Eskom SHE Rep prior to requesting access to the premises. No access will be provided without confirmation of the receipt of the safety files by the respective sites.

8.13.2. All Eskom offices require site-specific safety induction to be completed and the correct personal protection equipment (PPE) to be put on before entering

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the premises. Induction training will be arranged by the onsite contact person appointed by Eskom.

8.13.3. Eskom prefers Service Provider to work on IT equipment when Eskom OSP is present to ensure that the Eskom OSP has an opportunity to confirm that the fault has been corrected and to provide some assurance that a repair has not had an unintended consequence for some other service. The following conditions will apply should Service Provider need to enter a work area when the FSE is not there:

- Eskom contact personnel for that particular area is made aware of it.
  - The FSE who logged the call has confirmed that Service Provider can perform the work in his/her absence, and the work requested does not require testing by the OSP
- Service Provider to provide own PPE.

#### **8.14. Reports**

8.14.1. Service Provider will provide the following reports:

- various management reports to Eskom monthly by not later than the 5<sup>th</sup> working day of the month for the previous month's operations and
- various operational reports to Eskom weekly by not later than Tuesday (mid-day) of the for the previous week's operations.

8.14.2. The Service Provider to provide an automated reporting platform for tracking and reporting of service requests / faults.

8.14.3. The reports will be customisable to meet Eskom operational requirements and will include, but not be limited to, the following:

- Failure Rate (Peripheral and components) Report
- Break and fix export (that is, fault register of logged incidents)
- Service Requests Report
- Mean Time To Resolve (MTTR) – of logged calls
- Delivery Reports including but not limited to deliveries, incorrect deliveries, DoA, Projects etc.
- SLA Dashboard
- Stolen/Blacklisted equipment Report ( Eskom to specify requirements)
- Savings targets

8.14.4. All the reports mentioned above must be available to Eskom electronically via e-mail.

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8.14.5. Reports with drill-down facility on device volumes per user, per cost centre, per department, or per division or per geographical area will be drawn electronically monthly and reviewed.

8.14.6. Data collected and proposals made as a result of audits will NOT be shared with other parties without Eskom's written consent.

## **8.15. Escalation Procedure**

### **8.15.1. General Escalation Procedure**

Escalation can happen due to the following conditions:

- Service levels have not been violated, but the circumstances require quicker response than previously anticipated.
- The user is unable to work.
- Poor or degraded customer service from Service Provider and related third parties.
- Service levels have been violated.

### **8.15.2. Warranty Repairs Escalation Procedure**

- Should Eskom / Eskom OSP wish to escalate an issue, the process to be followed is as follows:
- The issue must have been logged with the Service Provider. After the issue has been logged, the Eskom OSP can call the Service Provider Service Desk to follow-up on the issue as per Incident and Request Management Process
- If unresolved and the feedback received is unsatisfactory, Eskom / Eskom OSP will escalate the issue according to the following levels:

<b>Escalation</b>	<b>Role</b>	<b>Copied on the e-mail</b>	<b>Forms of Communication</b>	<b>Turn-around times</b>
1st Escalation	Service Provider's Product Co-ordinator		Telephone and e-mail	24 hours



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2 <sup>nd</sup> Escalation	Service Provider's Service Delivery Manager	Eskom OSP Team Lead and Eskom (IMOM and EUS Technical Lead)	Telephone and e-mail	24 hours
3 <sup>rd</sup> Escalation	Service Provider's Sales Executive	Eskom OSP Operational Manager and Eskom (IMOM and EUS Middle Manager)	Telephone and e-mail	24 hours
4 <sup>th</sup> Escalation	Service Provider's Managing Director	Eskom OSP Manager and Eskom (IMOM and EUS Manager)	Telephone and e-mail	24 hours

Should the following conditions be applicable:

- Poor or degraded customer service from Service Provider and related third parties, or
- Service levels have been consistently violated,
  - Eskom OSP will inform the IMOM and the IMOM, will intervene, and if the issue is still unresolved, then the IMOM escalates to the Technical Lead,
  - The Technical Lead will intervene, by gathering all relevant information and engaging affected stakeholders and if the issue is still unresolved, then the Technical Lead escalates to the Service Provider Service Delivery Manager,
  - If the issue is still unresolved, the Technical Lead escalates to the SLM,
  - The SLM, will intervene, by gathering all relevant information and talking to affected stakeholders,
  - If the issue is still unresolved, the SLM escalates to the Contract Manager,
  - The Contract Manager will attempt to resolve the issue, and if still unresolved, will be escalated to the Service Provider's MD, and eventually to the Service Provider's CEO.

### **8.15.3. Supply and Delivery Escalation Procedure**

- Should the Eskom Representative, wish to escalate an issue, the process to be invoked is as follows

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- The purchase order must have been placed with the Service Provider. After the purchase order has been placed, the Service Recipient (OU) can escalate the issue to Eskom Representative for investigation.

<b>Escalation</b>	<b>Role</b>	<b>Copied on the e-mail</b>	<b>Forms of Communication</b>	<b>Turn-around times</b>
1st Escalation	Service Provider's Logistics Co-ordinator		Telephone and e-mail	24 hours
2 <sup>nd</sup> Escalation	Service Provider's Service Delivery Manager	IMOM	Telephone and e-mail	24 hours
3 <sup>rd</sup> Escalation	Service Provider's Sales Executive	Eskom OSP Operational Manager and Eskom (IMOM and Eskom Asset Manager)	Telephone and e-mail	24 hours
4 <sup>th</sup> Escalation	Service Provider's Managing Director	Eskom OSP Manager and Eskom (IMOM and Eskom Asset Middle Manager)	Telephone and e-mail	24 hours


- If unresolved and the feedback received is unsatisfactory, the issue will be escalated to the Eskom Contract Manager, who will then contact the Service Provider Account Executive.
- If unresolved and the feedback received is unsatisfactory, the issue will be escalated to the Eskom Senior Manager and the Service Provider Managing Director.

Should the following conditions be applicable:

- Poor or degraded customer service from Service Provider and related third parties, or
- The Service levels have been consistently violated
- Eskom will escalate as follows:
  - The Eskom Representative
  - escalates to the Eskom IT Asset Manager,
  - If the issue is still unresolved, then the Eskom IT Asset Manager escalates to the Service Level Manager,

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- The Service Level Manager will intervene by gathering all relevant information and talking to affected stakeholders and to the Service Provider Service Delivery Manager,
- If the issue is still unresolved, the SLM escalates to the Contract Manager,
- The Contract Manager will attempt to resolve the issue, and if still unresolved, will be escalated to the Service Provider's Sales Executive, then to the Service Provider Managing Director, and eventually to the Service Provider's CEO.


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## 8.16. Key Performance Indicators (KPIs)

**8.16.1.** Unless otherwise defined in the exception list, all service offerings in this agreement are operated and managed according to the KPIs summarised below.

<b>KPI</b>	<b>Service description (Monday to Friday (08:00 to 17:00) = working day)</b>	<b>Service Target</b>	<b>Measured</b>	<b>Weightings</b>
1.1.Failure Rate	Failure rate: a) 3 month moving average, based on the annualised failure rate, OR b) average failure rate over 3-months c) number of monthly failures of the same component	Year 1 - 2% Year 2 - 3% Year 3 - 4% Year 4 - 5% Year 5 - 6%	Quarterly	10%
1.2. Field Support: Mean time to resolve (MTTR)	Number of days taken before the call is resolved: within 3 business days. (Tickets for peripherals in warranty)	99%	Monthly	15%
1.3 Peripheral breaking down more than once in 3-months	Same component number of breakdowns in three months year-1, Same component number of breakdowns in three months year-2, Same component number of breakdowns in three months year-3, Same component number of breakdowns in three months year- 4, Same component number of breakdowns in three months year- 5,	Year 1 - 0% Year 2 - 1% Year 3 - 2% Year 4 - 3% Year 5 - 4%	Annually	10%

1.4 Problems – Draft RCA	Draft Root Cause Analysis Report to be provided within 3 working days	95%	Quarterly	5%
1.5 Problems – Final RCA	Final Root Cause Analysis Report to be provided within 10 working days	95%	Quarterly	5%
2.1a Local: Units <5 ( <i>Local - Gauteng</i> )	Percentage of orders delivered within the target period per month - Within 3 days	99%	Monthly	10%
2.1b National: Units <5 ( <i>National - Regional</i> )	Percentage of orders delivered within the target period per month - Within 5 days	99%	Monthly	10%
2.2a Local: Units ≥5 - ( <i>Capped at 150 per Order</i> ) ( <i>Local - Gauteng</i> )	Percentage of orders delivered within the target period per month - Within 6 days	99%	Monthly	15%
2.2b National: Units ≥5 - ( <i>Capped at 150 per Order</i> ) ( <i>National - Regional</i> )	Percentage of orders delivered within the target period per month - Within 10 days	99%	Monthly	15%
2.3 Project: Units > 30	Percentage of orders delivered within the target period per month - As per agreed timelines	95%	Quarterly	15%
2.4 Incorrect deliveries - <i>Failure by Service Provider</i>	Percentage of orders delivered correctly	99%	Quarterly	15%
2.5a Dead on Arrival (DOA) - <i>Out of Box Failure</i>	Percentage of units dead on arrival 30 days from date of delivery	99%	Quarterly	15%

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2.5b Dead on Arrival (DOA) - Replacement of DOA	Number of days taken to replace DOA: 3 working days	99%	Quarterly	10%
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#### **8.17. Overall SLA Achievement Report**

- 8.17.1. All KPIs to be achieved for the overall SLA to be considered a pass. If one or more KPI is violated in a particular reporting period, then the overall SLA for that particular reporting period will be considered a fail.
- 8.17.2. In instances where there are no requests or incidents, the affected KPI will not be measured and reported as a no event and/or no action.
- 8.17.3. The results of KPIs reported quarterly and/or annually will not be considered for measuring and reporting of the overall SLA in the months where they were not reported.

#### **8.18. Service Performance Management**

- 8.18.1. Service-level reports will be compiled, and reports will be produced by Service Provider and forwarded in electronic format to Eskom's representative monthly by the 5<sup>th</sup> working day of the month for the previous month's operations.
- 8.18.2. Service Provider will provide reports electronically showing the service offering for each service against the incident response and resolution times and request response times as defined in this SLA. The measurement report will show performance trending for the service offerings monthly. An annual view should be made available to do the trend analysis.
- 8.18.3. Service-level breaches should be identified by Service Provider in the service offering reports via e-mail and will be monitored by Eskom. If no SLA reports are provided before the due date, the performance for that reporting month will be presumed as failed, until such report is provided.
- 8.18.4. 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.

#### **8.19. Service Level review**

- 8.19.1. Eskom and Service Provider will hold monthly service-level review meetings to discuss the level of service offering. Meetings will be scheduled by Eskom.
- 8.19.2. This SLA is a dynamic document and will be periodically reviewed in the Service Review meeting biannually and/or changed when the following events occur:
  - Eskom's expectations and/or needs have changed.

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- Better metrics, measurement tools, and processes have evolved in the PC Services industry as per the benchmark that will be conducted in close cooperation between both parties.

8.19.3. Customer satisfaction survey will be conducted by Service Provider annually in close cooperation with Eskom to determine a level of customer satisfaction.

## **8.20. Penalties and recoveries**

8.20.1. Eskom will do everything within its mandate, powers, services, and capacity to ensure that customer service is the first priority and that all users of PC Services are constantly satisfied with the service and SLAs.

8.20.2. In the case of an element of the service levels not being achieved, a resolution or remedy process is to be engaged. 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. Should the service level remain unchanged at below service level target after implementation of the remedy, escalation letters will be issued, which may lead to invoking of penalties.

8.20.3. If Service Provider fails to exceed performance target in any full calendar month, penalties will be applicable.

8.20.4. Breaches in service are defined as not meeting agreed KPIs over a month's time. Breaches will be recorded, classified, and reviewed monthly utilising the service-level management process.

8.20.5. The penalties will be recoverable in the form of a credit note against the latest order, payable in the reporting month. The penalty will amount to 3% of the latest order. (The penalty will be based on the percentage of the latest order, calculated from the at-risk amount)

8.20.6. Breaches reports and opportunities for improvement will be made available in the monthly service performance report by Service Provider.

8.20.7. Penalties will not apply if the non-compliance is a result of a factor outside of Service Providers' control.

8.20.8. Service Provider to communicate details to Eskom within a reasonable time

This agreement constitutes the sole Service Level Agreement between Service Provider and Eskom, and no variation, modification, or waiver of any of the provisions of this agreement or consent to any



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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.

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## 8.21. Service Level Agreement Approvals

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

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

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

at ..... (Place)

(Full name) ..... (Signature) .....on

behalf of ..... (Service Provider/contractor)

Witnesses

1. ....

2. ....

**Eskom Holdings SOC Limited (Eskom's representative)** *(responsible for signing the contract on behalf of the Eskom)*

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

at ..... (Place)

(Full name) ..... (Signature).....on

behalf of

Witnesses

1. ....

2. ....