

## ANNEXURE E

### SERVICE LEVEL AGREEMENT

#### 1. INTRODUCTION

- 1.1. SARS and the Service Provider have entered into a MSA which requires the Security Solution to be supported and maintained in accordance with this Service Level Agreement and for the performance thereof to be measured in line with the Service Levels.
- 1.2. This Service Level Agreement is an Annexure to the MSA and describes the Service Level for Support Services or Maintenance Services to be provided by the Service Provider to SARS in respect of the Security Solution.
- 1.3. The purpose of this SLA is to provide a framework for the measurement of performance of the Services including the Security Solution in line with the Service Levels.
- 1.4. The terms of the MSA are incorporated herein by reference.

#### 2. DEFINITIONS

- 2.1. In this Service Level Agreement, the following terms shall bear the following meaning:
  - 2.1.1. **“Actual Performance”** means, in respect of each Service Level, the Service Provider’s actual performance of the Services against such Service Level;
  - 2.1.2. **“Contact Centre”** means the local support desk support operated by the Service Provider;

- 2.1.3. **"Deficiency"** means any error, Problem, non-conformity or defect in the: (i) Software; (ii) Technical Security System Equipment (iii) Security Solution; (iv) operating system; (v) hardware; and/or (vi) Documentation, resulting from any deviation from the functional specification, or incorrect or incomplete documentation;
- 2.1.4. **"Error"** means a failure by the Service or licensed software to conform in a material respect to the manuals or functional specification as the case may be.
- 2.1.5. **"Incident"** means any event that is not part of the standard operation of a Service (including a fault with hardware or Software or a failure to successfully complete a batch job on time) and that causes, or may cause, an interruption to, or a reduction in, the quality of that Service.
- 2.1.6. **"Logging of Support Requests"** The Service Provider's service desk provides a single point of contact for customers for placement of support request. All Support Requests must be reported via the Contact Centre before any escalation can take place;
- 2.1.7. **"Problem"** means the unknown underlying cause of one or more Incidents.
- 2.1.8. **"Service Coverage Period"** means the service coverage period defined Basic, Standard or Extended, as fully set out in clause 12.1 below
- 2.1.9. **"Service Level"** means a quantitative standard of performance of the Services that Service Provider is required to satisfy in its performance of the Services, which Service Levels are as set out in clause 15 below;
- 2.1.10. **"Service Level Credit"** means a penalty amount which will be payable by the Service Provider to SARS for its failure to meet a Service Levels;

- 2.1.11. **“Service Level Failure”** means in respect of a Service Level where Actual Performance fails to meet or exceed such Service Level in the relevant month;
- 2.1.12. **“Service Level Report”** means a report to be prepared by the Service Provider recording the (i) progress of the Implementation Services in line with the Project Plan the milestones attained as per the Project Plan and (ii) the measurement of the Service Levels, Service Level Credits etc., the scope and format of which will be agreed to by the Parties in writing. **[DRAFTING NOTE: TO BE UPDATED POST AWARD];**
- 2.1.13. **“Service Level Target”** means the maximum elapsed time within with a Service Level must be attained;
- 2.1.14. **“Service Performance Penalty”** means a penalty amount which will be payable by the Service Provide to SARS for its failure to meet a timeline set out in the Project Plan as part of the Implementation Services or agreed upon projects undertaken during the term;
- 2.1.15. **“Response Time”** means the time elapsed from receiving the Support Requests, to identify the Problem or in the case of third party fault Service Provider specific cause and reverting to the SARS regarding the timelines it will take to resolve the Problem within the Service Coverage Period. It does not include the time to fix the issue itself, which may be simple or complex;
- 2.1.16. **“Support Request”** means a request for technical support;
- 2.1.17. **“Maintenance Request”** means a request for preventative and corrective maintenance;
- 2.1.18. **“Support Contact”** means SARS's duly appointed support contact to log Support Request with SARS via Contact Centre, whose details are as set out in clause ~~24.246.2~~

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- 2.1.19. **“Workaround”** means in respect of an Incident or Problem that the Incident or Problem is avoided either by implementing a temporary fix or by using a technique so that SARS is not reliant on the particular aspect of the Service (or the relevant hardware, Software or part thereof) that is affected by the Incident or Problem.

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### 3. GENERAL

- 3.1. The Support Services to be provided by the Service Provider to SARS will meet the Service Levels set out in this Service Level Agreement.
- 3.2. The Service Provider must provide *world class local support* backed by OEM support as can reasonably be expected for [an APM Security](#) Solution in line with the Best Industry Practice and acting at all times in SARS's interest.
- 3.3. The support required must meet the minimum criteria as laid out below:
- 3.3.1. The Service Provider must allocate 100 hours *onsite support* services per year during the Service Coverage Period and should there be any specific support required outside the Coverage Period, the hours worked during the aforesaid time will be deducted from the 100 hours allocated at 1.5 hours for every hour worked.
- 3.3.2. The Service Coverage Period could either be *Basic, Standard* or *Extended* depending on SARS's choice.
- 3.4. The Maintenance Services to be provided by the Service Provider to SARS will meet the Service Levels set out in this Service Level Agreement.
- 3.5. The maintenance required must meet the minimum criteria as laid out below:

- 3.5.1. Preventative maintenance shall be performed every six (6) months during the Term to ensure and improve the efficiency, performance, and reliability of the Technical Security System or Equipment, Software and/or Security Solution.
- 3.5.2. Corrective maintenance shall be performed as and when the Technical Security System or Equipment, Software and/or Security Solution fails.

#### **4. CHANGES IN SERVICE LEVELS**

- 4.1. Annually upon each anniversary of the Effective Date, SARS and the Service Provider will review the Service Levels and will make adjustments to them as appropriate to reflect improved performance capabilities associated with advances in the technology and methods used to perform the Services. The Service Levels will be improved over time.

#### **5. PENALTIES**

- 5.1. The penalty is a price adjustment for the relevant period to reflect the reduced level of Service performed by the Service Provider. The penalty is not an estimate of the loss or damage that may be suffered by SARS as a result of a failure to meet a timeline set out in the Project Plan.
- 5.2. The penalties in respect of the Project Plan timelines not met will be set at 5% (five percent) of the Services Fees payable by SARS to the Service Provider in respect of a timeline not met and increase by 1% (one percent) every day until such milestone is met.
- 5.3. The payment of a penalty fee by the Service Provider is without prejudice to, and will not limit, any right SARS may have to terminate this Agreement and/or seek damages or other remedies at law resulting from such failure to meet a timeline and any resulting termination.

#### **6. SERVICE LEVEL CREDITS**

- 6.1. The following will apply in respect of Service Level Credits:

- 6.1.1. Service Level Credits are a price adjustment for the relevant period to reflect the reduced level of Service performed by the Service Provider. Service Level Credits are not an estimate of the loss or damage that may be suffered by SARS as a result of the Service Level Failure.
- 6.1.2. The payment of a Service Level Credit by the Service Provider is without prejudice to, and will not limit, any right SARS may have to terminate this Agreement and/or seek damages or other remedies at law resulting from such Service Level Failure and any resulting termination.
- 6.1.3. Notwithstanding the provisions of clauses 6.1.1 and 6.1.2, any claim for damages resulting from such Service Level failure, in respect of which a Service Level Credit has already been paid, will be reduced by the amount paid to SARS in respect of that Service Level Credit.

6.2. **Entitlement to Service Level Credits**

- 6.2.1. For each Service Level Failure occurring during the Term, the annual Subscription License Fees for the year following the anniversary date of this Agreement, in which the Service Level Failure occurred will be reduced by the Service Level Credits calculated in accordance with clause Error! Reference source not found,6-3.
- 6.2.2. In no event will the total, aggregate amount of Service Level Credits payable by the Service Provider for a calendar year exceed 15% (fifteen percent) of the total of all amounts invoiced to SARS by the Service Provider for such year ("At Risk Amount").
- 6.2.3. If the Service Provider is able to show to SARS's reasonable satisfaction that:
- 6.2.3.1. a single triggering event directly causes 2 (two) or more Service Level Failures in any month; and

6.2.3.2. but for such event, none of such Service Level Failures would have occurred;

then SARS will be entitled to receive only a single Service Level Credit (selected by SARS) and Service Level Credits will not apply to such other Service Level Failures.

6.2.4. For the purposes of this clause, the Service Provider shall on a monthly basis submit a Service Level Report which shall record any Service Level Failure for SARS's review. The Service Level Report will be discussed and accepted by the Parties in writing.

6.2.5. For proper governance, the Service Level Report state the following minimum requirements:

6.2.5.1. Triggering event which resulted to a Service Level Failure;

6.2.5.2. Service Level Credit due to SARS; and

6.2.5.3. Service Level Failure condoned by SARS and reasons thereto.

### 6.3. **Calculation of Service Level Credits**

6.3.1. Each of the Service Levels set out in this **Annexure E** constitutes a single Service Level, even if it has multiple metrics. The Service Provider must satisfy each metric of those Service Levels with multiple metrics in order to satisfy the Service Level as a whole. If the Service Provider fails any single metric, the Service Provider will be deemed to have failed the entire Service Level.

6.3.2. All Service Level Credits will be calculated on a monthly basis and be applied against the annual invoices for each anniversary date of the Term,

6.3.3. The Parties record and agree that:

6.3.3.1. Service Level Credits arising in respect of the first year of the Term will be withheld out of the invoice due for the second year of the Term;

6.3.3.2. Service Level Credits arising in respect of the second year of the Term will be withheld out of the invoice due for the last year of the Term;

6.3.3.3. Service Level Credits arising in respect of the last year of the Term will be deducted from the Performance Bond in the event that the Agreement is not renewed by the Parties.

6.3.3.4. In the event of the renewal of the Agreement by the Parties as envisaged in clause 8.2 of the Agreement, Service Level Credits will be withheld out of the invoice due for the renewal of the Subscription License.

6.3.4. The Service Level Credit shall be calculated as follows:

**(DRAFTING NOTE: THE PARTIES TO AGREE ON THE FORMULAR FOR SERVICE LEVEL CALCULATION POST AWARD)**

## **7. MEASUREMENTS PERIODS**

7.1. The first Measurement Period in respect of Delivery and Meetings and Services shall be the period commencing on the Effective Date and ending on the date of acceptance by SARS of the first milestone Deliverable, as contemplated in the Project Plan. Subsequent Measurement Periods shall be the periods from the date of acceptance of the last delivered milestone Deliverable to the date of acceptance of the next milestone Deliverable. The final Measurement period shall end on the date of acceptance of the final milestone Deliverable as contemplated in the Service plan.

7.2. Except as otherwise set out in the description of the individual Service Level, the Service Provider's performance with respect to the Service Levels will:

7.2.1. commence being measured by the Service Provider on the Effective Date; and



7.2.2. be measured against the Service Provider's actual performance of the Services against the Service Levels, not merely a sampling of its performance of such Services.

7.3. Except as otherwise specifically provided herein, SARS remedy system will monitor, measure and report on performance as required to apply the Service Levels.

7.4. The Service Level measurement system implemented by the Service Provider will be documented as part of the Process and Procedures Library and the system will include the following information regarding a Service Level Failure:

7.4.1. the nature of the Service Level Failure;

7.4.2. the specific Service or Services that are impacted;

7.4.3. the start time and date of all Service Level Failures;

7.4.4. the time and date on which the Service is fully restored or is fully compliant;

7.4.5. the root cause of the incident or other event that gave rise to the Service Level Failure;

7.4.6. the impact of the Service Level Failure on other components of the Services and associated trend analyses; and

7.4.7. a summary of (i) the steps the Service Provider has taken to determine the root cause of the Service Level Failure; (ii) the steps the Service Provider has taken to restore the Service or to restore compliance; and (iii) the steps the Service Provider has taken to reduce, to the extent reasonably possible, the likelihood that such Service Level Failure will be repeated.

## 8. TIME PERIODS

8.1. Except as otherwise specified:

8.1.1. all references to hours will be to actual hours during a calendar day and not to Business Hours;

- 8.1.2. all references to time will be to local time at the site at which the Service is being received;
- 8.1.3. all references to days, months and quarters will be to calendar days, calendar months and calendar quarters, respectively; and
- 8.1.4. where a time period is specified by a number of Business Days it will exclude the first Business Day and include the last Business Day.

## **9. ACTIONS ON FAILURES**

- 9.1. In respect of any Service Level Failure, the Service Provider will:
  - 9.1.1. investigate, assemble, and preserve pertinent information with respect to, and report on the causes of, the Incident, including performing an appropriate root cause analysis of each Incident which led to the Service Level Failure;
  - 9.1.2. propose and execute a written corrective action plan;
  - 9.1.3. advise SARS of the status of remedial efforts being undertaken with respect to such Incident. In this respect, the Service Provider will track the status of such remedial efforts and make available such progress information to SARS through an electronic on-line tool;
  - 9.1.4. minimise the impact of the Incident, correct it, and resume meeting the Service Level as soon as possible once it is corrected; and
  - 9.1.5. use Commercially Reasonable Efforts to employ preventive measures to ensure that the Incident does not recur, including allocating additional the Service Provider Personnel and resources to the performance of the Services and proposing Changes to the procedures it uses to perform the Services.

- 9.2. The Service Provider will, on a monthly basis, perform trend analyses on the Service Level performance data. If the Service Provider or SARS identifies a trend in Service Level performance which reasonably indicates a meaningful risk of a future Service Level Failure, then the Service Provider will perform a root cause analysis with respect to the trend, report to SARS on its findings and use Commercially Reasonable Efforts (as approved by SARS) to prevent the Service Level Failure from actually occurring.

## 10. REPORTING

- 10.1. The Service Provider will issue a report ("**Service Level Report**") at the end of each month during the Term, containing the quantified performance of the Service Provider for that month with respect to all the Service Levels. The Service Level Report must be presented to SARS on or before the 6th (sixth) Business Day after the end of the month being reported upon.
- 10.2. As part of the monthly Service Level Report required pursuant to clause 10.1, the Service Provider will provide SARS with a set of soft-copy reports on the Service Provider's performance against the Service Levels. Detailed supporting information for each Report will be provided to SARS in soft-copy as reasonably requested by SARS.

## 11. EXCUSED PERFORMANCE

- 11.1. **Where the Service Provider can establish to the reasonable satisfaction of SARS that:**
- 11.1.1. the cause of its failure or the extent to which it failed to achieve a Service Level was a factor or factors outside of the reasonable control of the Service Provider;
- 11.1.2. the Service Provider would have achieved such Service Level or would not have failed the Service Level to the same extent that it did but for such factor(s);

11.1.3. the Service Provider used Commercially Reasonable Efforts to perform and achieve that Service Level notwithstanding the presence and impact of such factor(s); and

11.1.4. the Service Provider is without fault in causing such factor(s);

the Service Level Credit will be reduced by the extent to which such factor(s) satisfying all of the conditions ~~11.1.4.1~~ ~~11.1.4.2~~, ~~11.1.4.3~~, ~~11.1.4.4~~, ~~11.1.4.5~~, ~~11.1.4.6~~, ~~11.1.4.7~~, ~~11.1.4.8~~ and ~~11.1.4.9~~ have affected the Service Level Credit.

## 12. SERVICE COVERAGE PERIOD

12.1. The Service Coverage Period could either be Basic, Standard or Extended and will always have the meaning set out in the following table. Notwithstanding the aforesaid, SARS shall be allowed to upgrade or downgrade the Service Coverage Period at any time in writing through submission of a Change Order, without any penalty whatsoever for such change.

SERVICE COVERAGE PERIOD	PERIOD COVERED	SELECTED COVERAGE PERIOD
Basic	8:00 to 17:00 on weekdays regardless of whether the weekday falls on a public holiday or not.	
Standard	8:00 to 17:00 on all days, including Saturdays, Sundays.	
Extended	24x7x365 (at all times).	

## 13. SUPPORT SERVICES

### 13.1. Scope of Support

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13.1.1. The support services provided hereunder will include services in respect of providing an effective Security Solution to SARS..

13.1.2. Support in respect of subscription licenses is provided for issues that are demonstrable in the current version, running unaltered, on a Technical Security System or Equipment, Software and/or Security Solution .

13.1.3. The Service Provider will upon request of SARS, provide support in respect of any Problem, Deficiency, Error etc in the Technical Security System or Equipment, Software and/or Security Solution either as during Service Coverage and where such Problem, Deficiency, Error etc., cannot be resolved, such Problem, Deficiency, Error etc., will be resolved as part of Professional Services and in accordance with the Time and Material Rates.

13.2. First Line Support.

13.2.1. SARS will provide **first line support** which includes the initial recording and diagnosis of Incidents or Problems. SARS will resolve simple Incidents or Problems which require a general, high-level knowledge of the Licensed Software and handle information requests insofar as it is technically competent to do so.

13.2.2. It is recommended that SARS create and retain record of each Support Request from initiation to resolution, whether by Service Provider or otherwise, and make available such records to the Service Provider on request in the event of dispute regarding the resolution of that Support Request.

13.3. Second Line Support

13.3.1. SARS will provide **second line** support, SARS must resolve more complex Incidents or Problems which require a more specialist, low-level knowledge of the Licensed Software.

- 13.3.2. Should SARS be unable to resolve an Error, it should escalate the issue to the Service Provider through the Contact Centre.

13.4. Third Line Support

- 13.4.1. The Service Provider undertakes to provide **third line support** services in respect of all Errors, Incidents or Problems logged with Contact Centre.
- 13.4.2. Such third line support will be limited to assisting with the resolution of Errors, Incidents or Problems, including by providing Workarounds and coding fixes where reasonably possible.
- 13.4.3. SARS may be asked to perform additional steps to enable additional logging and reproduce issue on its system to aid in the diagnosis of the Error.

13.5. Remote Support

- 13.5.1. The Parties will endeavour to attend to all Problems by way of remote support. The Service Provider will provide on-site support if agreed in writing between the Parties.

14. **LOGGING OF SUPPORT REQUEST**

- 14.1. All Support Requests must be initiated by SARS. Only the Support Contact may make support requests to the Contact Centre. The Parties' support respective contact are:
- 14.1.1. Service Provider: **[DRAFTING NOTE: TO BE UPDATED POST AWARD]**
- 14.1.2. SARS: **[DRAFTING NOTE: TO BE UPDATED POST AWARD]**
- 14.1.3. Designated Personnel may be changed by written notice to the other Party.
- 14.2. To ensure proper support to SARS and to minimize unnecessary Support Request, SARS shall ensure that:

- 14.2.1. Support Contact has at a minimum, initial basic product training and/or as needed, supplemental training appropriate for specific role;
- 14.2.2. Is knowledgeable about the Solution and Subscription License model as implemented within SARS's environment and SARS's own environment in order to help resolve system issues and to assist the Service Provider in analysing and resolving a Service Requests.
- 14.2.3. when submitting a Service Request, SARS's Support Contact has a baseline understating of the Problem SARS is encountering and an ability to reproduce the Problem in order to assist the Service Provider in diagnosing and triaging the Problem.
- 14.3. The Service Provider may review Service Requests logged by SARS's Support Contacts.
- 14.4. All Service request and/or query including technical support will be logged by SARS via the Contact Centre.
- 14.5. SARS shall contact the Service Provider's Contact Centre by means of any of the following methods:
- 14.5.1. By telephone on: **[DRAFTING NOTE: TO BE UPDATED POST AWARD]**
- 14.5.2. By email to **[DRAFTING NOTE: TO BE UPDATED POST AWARD]**
- 14.6. The Service Provider will require the following Standard information from SARS in order to expedite the call:
- 14.6.1. Contact Name & E Mail
- 14.6.2. Severity Level
- 14.6.3. Brief description of Support Request
- 14.6.4. Date of request

14.6.5. Reason for the Support Request evidence (logs and /or error messages)

14.6.6. Expected resolution time

## 15. SEVERITY LEVEL

15.1. Upon receipt of the support request, the Service Provider will, in its discretion, assign a severity category as set out below and a unique log number, and will communicate this to Customer.

15.2. The Service Provider will classify an Incident or Problem in accordance with the Service Levels.

15.3. If there is a disagreement between the Parties as to the Severity Level that should be assigned to an Incident or Problem, the Severity Level will be determined by the SARS.

15.4. Severity Levels will be assigned as follows per the table below and depending on the level of the reported Incident or Problem, The Service Provider shall use Commercially Reasonable Endeavours to respond to SARS in respect of all Incidents or Problems reported within the following time frames:



Severity Level	Description	Response Time	Resolution Time
Severity Level 1 (Extensive / Widespread)	An incident or problem has occurred where (i) the SARS' production monitoring server are down; or (ii) SARS' business operations have been severely disrupted; or (iii) an issue in which the product causes the customer's network or system to fail catastrophically or that compromises overall system or data integrity when the product is installed or when it is in operation, and in each of the foregoing situations (i) through (iii), no Workaround is immediately available.	30 min	2 Business Hours
Severity Level 2 (Significant / Large)	An incident or problem has occurred where a major functionality is severely impaired. SARS' operations can continue in a restricted fashion, although long-term productivity monitoring might be adversely affected.	4 Business Hours	6 Business Hours

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Severity Level 3 (moderate / Limited)	An incident or problem has occurred where there has been a limited adverse effect on SARS' business operations. .	8 Business Hours	16 Business Hours
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## **16. TRANSFORMATION**

- 16.1. SARS has no specific and immediate requirement to undertake a major transformation in terms of the technology or processes as part of the Services. In the event that SARS undertakes a transformation of technology or process during the Term, the Service Provider may be engaged on a project basis to provide services supporting the transformation, subject to SARS's procurement processes and procedures.

## **17. TRAINING**

- 17.1. The Service Provider will not be required to provide formal training to SARS's post the Implementation Period unless such training has been requested by SARS in writing, which Training Services will be provided as part of the Ad Hoc Services. For the avoidance of doubt, the Service Provider shall at no costs to SARS provide the Training Service during the Implementation Services. As and when required by SARS, the Service Provider may be required to provide Ad Hoc Services (Training Services), for example, as part of a project.

## **18. CONSULTING**

- 18.1. The Service Provider will be required to provide SARS with Professional Services on an ad hoc basis, including advising and recommending continuous improvements and possible technological Enhancements to SARS at no additional costs.
- 18.2. Notwithstanding the aforesaid, formal consulting assignments may be engaged on a Time and Material Rates basis and shall only be provided on written request by SARS and subject to written authorisation by SARS to the Service Provider.

## **19. RESPONSIBILITIES OF THE PARTIES**

- 19.1. The Service Provider's Responsibilities:

19.1.1. The Service Provider will with effect from the Effective Date, render the necessary Support Services on all aspects of the Solution including ensuring the timely renewal of the Subscription Licences required by SARS in terms of this Agreement including the provision of this Service Level Agreement.

19.1.2. The Service Provider will deliver the Support Services at the required Service Levels within the Service Coverage Period.

19.1.3. The Service Provider undertakes to:

19.1.3.1. Respond to a call for assistance will within 30 (thirty) minutes of receipt thereof from SARS's Support Contact.

19.1.3.2. respond to all Incidents raised by Support Contact to the satisfaction of SARS and within the Service Level specified in the table below.

19.1.3.3. Adhere to all SARS PPS&G.

19.2. **The Customer's Responsibilities:**

19.2.1. In order to ensure effective performance of the Service by the Service Provider, SARS will provide the Service Provider's technical staff with reasonable access to the Premises during Business Hours and/or After Hours agreed upon by the Parties within Service Coverage Period.

19.2.2. SARS will maintain the physical environment of any hardware including the software component thereof which includes without being limited thereto:

19.2.2.1. adequate stable power supply to meet the operating specifications of the hardware;

19.2.2.2. adequate capacity to run the applications on a stable hardware.

## 20. SERVICE PERFORMANCE

- 20.1. All incidents logged with the Service Provider's Contact Centre will first be evaluated according to SARS's selected severity levels for each specific incident as set out in this Annexure D. The severity level may also be reassigned by mutual agreement with the support personnel and will be communicated to the relevant role players.
- 20.2. The Service Provider will ensure that a qualified person will be available, contactable via telephone and/or email 24 (twenty four) hours per day, Monday to Friday (Including Saturdays, Sundays and Public holidays), to provide corrective support and urgent assistance to SARS unless a Basic or Standard Coverage Period has been accepted by SARS in which event, the support will be in accordance with the Coverage Period so selected. **(DRAFTING NOTE: TO BE UPDATED POST AWARD DEPENDING ON THE COVERAGE PERIOD ACCEPTED BY SARS)**
- 20.3. The Service Provider technical support will be notified immediately by the Service Provider Contact Centre following initial investigation of a Severity Level 1 Problem.
- 20.4. The Service Provider will keep SARS informed of the progress of the Problem resolution and endeavour to adhere Service Levels:

## **21. SERVICE MEASUREMENTS**

### **21.1. Implementation Services:**

- 21.1.1. The first Service measurement shall be in respect of the Implementation Services and Deliverables to be completed and delivered within the timelines set out in the Project Plan, which shall be a period commencing within 21 (twenty one) days from award date set out in the Letter of Award.
- 21.1.2. Subsequent Measurement Periods shall be the periods from the date of acceptance of the last delivered milestone Deliverable to the date of acceptance of the next milestone Deliverable. The final Measurement period shall end on the date of acceptance of the final milestone Deliverable as contemplated in the Service plan.

21.2. Technical Support:

- 21.2.1. The Service performance will be measured by SARS using the Remedy system. Or the Service Provider will make monthly performance reports available to SARS on request.
- 21.2.2. The Parties will hold three monthly service review meeting to discuss the overall Service performance however SARS can request monthly meetings in the event that the Service performance standards are not met.

**22. ACCOUNTABILITY**

SARS requires a single, accountable Service Provider to deliver the desired solution (the SPOC). The Service Provider is allowed to partner with other service providers and/or the OEM, however such arrangements will be regarded by SARS as the internal operations of the Service Provider and the Service Provider will remain fully accountable for all aspects of the solution, including meeting the Service Levels.

**23. SERVICE LEVEL MANAGEMENT**

Meeting	Frequency	SARS Representative	Service Provider Representative	
Service Relationship Review	Annually	Supplier Management	SERVICE MANAGER	DELIVERY
Service Review	3 Monthly or Monthly if Service performance standards are not met	Supplier Management	SERVICE MANAGER	DELIVERY
Ad hoc	When need basis	DIST Manager:	ACCOUNT MANAGER	

## 24. CONTACT CENTRE CONTACT DETAILS

### 24.1. Service Provider's Contact Centre details

Contact Centre details	Primary Number	Alternative Number
Contact Centre Number		
Contact Centre e-mail address		
Contact Centre standby number  (after hours)		
Other		

24.2. **SARS Support Contact**

	Primary Number	Alternative Number
Contact Centre Number		
Contact Centre e-mail address		
Contact Centre standby number (after hours)		
Other		

25. **ESCALATION OF SLA FAILURES**

25.1. **The Service Provider**

Escalation	Contact Name	Contact Number	Email
Contact Centre			
Account Manager			

25.2. **SARS**

Escalation	Contact Name	Contact Number
Escalation #1	Contact Centre	
Escalation #2	Product Specialist	
Escalation #3	Supplier Management	

26. **REMEDIES SERVICE LEVEL FAILURES**

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26.1. The Parties record and agree that the severity of the penalty for any rolling 3 (three) month's period shall be as follows:

First incident in excess of SLA:	Account Manager
Second incident in excess of SLA:	GM Business Unit,
Third incident in excess of SLA:	Service Provider CEO

## 1.1 APPENDIX A

**[DRAFTING NOTE: TO BE UPDATED POST AWARD]**

### FAULT REPORTING FRAMEWORK

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Fault Priority	Defined Areas	Equipment Category	Required Response	Response T.A.T	Resolution T.A.T
Catastrophic	Server Rooms			Immediate	Formatted: Font: Arial
	Patch Rooms				Formatted: Font: Arial
	and Data Centres				Formatted: Font: Arial
	Office of the Tax Ombudsman Offices				Formatted: Font: Arial
	NSMU Control Rooms and Perimeter Fence	Camera;	Telephonic, Remote and Onsite Troubleshooting		Formatted: Font: Arial
	Tax Record File Registries	DVR;			Formatted: Font: Arial
	Executives Offices and Boardrooms				Formatted: Font: Arial
	Enforcement Investigations and Legal Offices				Formatted: Font: Arial

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Major	HR Employee e-Files Registry/ Offices	Camera, DVR,	Telephonic, Remote and Onsite Trouble- shooting	48 Hours	48 Hours	Formatted: Font: Arial
						Formatted: Font: Arial
						Formatted: Font: Arial
						Formatted: Font: Arial
	Mail and Scanning Centres					Formatted: Font: Arial
						Formatted: Font: Arial
	Procurement Offices					Formatted: Font: Arial
						Formatted: Font: Arial
	Customs Border Control Units including					Formatted: Font: Arial
						Formatted: Font: Arial
						Formatted: Font: Arial

	Ports (Air, Land, Sea)				Formatted: Font: Arial
	Large Business Centres (LBC)				Formatted: Font: Arial
	Customs Post Clearance				
	Enforcement and Audit Offices				
	Taxpayers' Service Areas				
	Specialised Investigation Units				
	SARS Pool Vehicles including MTU Parking				
Minor	Agents' Back Offices				Formatted: Font: Arial
					Formatted: Font: Arial
			Telephonic, Remote and		Formatted: Font: Arial
			Onsite Troubleshooting		Formatted: Font: Arial
		Camera, DVR,		72 Hours	72
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**APPENDIX B**  
**[DRATING NOTE: TO BE UPDATED POST AWARD]**  
**CALL CLASIFICTION:**

**SARS OLA—INTERNAL**

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FFAULT PRIORITY	Defined Areas	Equipment Category	Required Response
Severity 1	Server Rooms Patch Rooms and Data Centres	Camera, DVR,	Telephonic, Remote and Onsite Troubleshooting
	Office of the Tax Ombudsman Offices		
	NSMU Control Rooms and Perimeter Fence		
	Tax Record File Registries		
	Executives Offices and Boardrooms		
	Enforcement Investigations and Legal Offices		
	Strong Rooms, Safes and Vaults		
	Generators		
	UPS Rooms		
	State Warehouses and containers		
	Customs Container and Goods Scanners		
	IT and Customs Labs		
Severity -2	Cashier Offices	Camera, DVR,	Telephonic, Remote and Onsite Troubleshooting
	Contact Centres		
	HR Employee Files Registry / Offices		
	Mail and Scanning Centres		

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	Procurement	
	Offices	
	Customs	
	Border	
	Control	
	Units	
	including	
	Ports (Air,	
	Land, Sea)	
	Large Business	
	Centres (LBC)	
	Customs	
	Post	
	Clearance	
	Enforcement	
	and Audit	
	Offices	
	Taxpayers'	
	Service Areas	
	Specialised	
	Investigation	
	Units	
	SARS Pool	
	Vehicles	
	including MTU	
	Parking	
	Agents'	
	Back	
	Offices	