
Minimum Service Level Requirements

Large Account Reseller Microsoft Products

Call for tender SJU/LC/0049-CFT

Table of Contents

1.	SCOPE AND OBJECTIVES	3
2.	GENERAL CONDITIONS FOR THE PROVISION OF MICROSOFT SOFTWARE PRODUCTS/LICENCES AND SERVICES	3
2.1.	Service coverage.....	3
2.2.	Interfaces, roles and responsibilities.....	3
2.3.	Service reporting.....	4
2.4.	Problem management	4
2.5.	Contingency arrangements	4
3.	SERVICE: DELIVERY	4
3.1.	Delivery procedure	4
3.2.	Metrics for lists and deliveries	5
3.3.	Microsoft licence tracking	6
4.	SERVICE: SUPPORT	6
4.1.	Definition.....	6
5.	SERVICE: COMPREHENSIVE LICENCE MANAGEMENT SERVICES	6
5.1.	Definition.....	6
5.2.	Reporting	6
5.3.	Microsoft licence tracking	8

Service Level Requirements

1. SCOPE AND OBJECTIVES

This document sets out the Service Level Requirements (SLR) for services to be covered by the future contractor, whose acceptance by the tenderer is mandatory. It details the minimum services to be provided, the minimum service levels, the procedures and the applicable liquidated damages in case of non fulfilment of the required service levels.

These services include the procurement of Microsoft software products through Enterprise and Select Agreements, delivery of associated media and documentation, comprehensive licence management and assistance to the SJU in managing the resulting framework contract.

As described in the Tendering Specifications attached to the Invitation to tender ref. SJU/LC/0049-CFT, the tenderer may commit to deliver extra services (in addition to the minimum services described in this SLR) and to provide improved service levels (with respect to the minimum service levels described in this SLR). The tenderers who wish to offer such additions and improvements shall describe them in the relevant section of the Annex III : Questionnaire B (Technical Proposal). **The offer of extra services and improved service levels will be taken into account in the technical evaluation of the tender.**

The SLR will provide the basis for the Service Level Agreement (SLA) for the future contract. In case of award, the final SLA which will be attached to the framework contract as Annex VI, will include the additional services and the improved service levels.

2. GENERAL CONDITIONS FOR THE PROVISION OF MICROSOFT SOFTWARE PRODUCTS/LICENCES AND SERVICES

2.1. Service coverage

The present document describes how the contractor will deliver the services of ordering, delivery, licenses management and reporting with the required levels of quality.

2.2. Interfaces, roles and responsibilities

Operational responsibility for the **contractor's team** assigned to this project lies with **[TENDERER TO COMPLETE]**. They will be the point of first contact for any questions or problems. The contractor's team is supported by **[TENDERER TO COMPLETE]**.

The initial review period for this SLA is three months, starting from the date the framework contract takes effect. Reviews might be held every six months thereafter at the SJU request. At the end of each review, an analysis will be made of the performance of the contract.

2.3. Service reporting

The contractor undertakes to deliver the following reports to the SJU at the end of each month:

Performance Report

The performance report will be based on the performance metrics described hereafter.

Any problem put in evidence by the performance report will be discussed on the next meeting between the SJU and the Contractor, or in an ad hoc meeting, where the Contractor will explain the problem and propose satisfactory remedial measures.

Every quarter, the contractor generates an overview of the overall performance of the contract. The performance report will be sent in the desired format by e-mail to the specified contact address.

Ad hoc reviews may be conducted on specific items of the SLA.

2.4. Problem management

Meetings will be held on a regular basis between the SJU and the Contractor's staff in charge. During these meetings, the performance report for the services covered by this SLA will be discussed in detail. If any problem is identified, measures will be taken to correct and solve them. The SJU will receive a meeting report, specifying what action has been taken by the contractor and what their status is. The contractor will also arrange meetings with Microsoft to discuss the results and any actions to be taken.

2.5. Contingency arrangements

The contractor shall inform the SJU immediately of any problems and difficulties in relation to the supply and performance of the software delivered by it.

Furthermore, the Contractor will take all the necessary steps to ensure that such contingencies, eventualities or coincidental sets of circumstances do not occur and to rectify them within a reasonable delay.

3. SERVICE: DELIVERY

3.1. Delivery procedure

This service covers the delivery of Microsoft software products and licenses in Brussels (100, Avenue de Cortenbergh, 1000 Brussels). Their numbers will be defined in an order form.

The delivery procedure and performance metrics thereto are defined hereafter:

Service: Delivery	Value/format
Metrics for month MM/YYYY	
The Contractor delivers Select Price List valid for month M	<p>Must be delivered to the SJU before the 15th of a month (M-1)</p> <p>The Contractor must provide complete, comprehensive lists which are valid for the coming month.</p>
Packages received by the Contractor from Microsoft	<p><date = dd/mm/yyyy></p> <p>The Contractor proactively monitors the delivery by Microsoft of the packages as soon as they are available.</p> <p>The Contractor will copy the SJU on all its checks and reminders to Microsoft.</p>
The number of packages received is matched against the numbers which are subscribed.	<number>
Repackaging operation at the Contractor's premises	<hours> for information purpose only
Packages sent out by the Contractor to the SJU delivery address	<date>of sending is no later than five (5) working days after the complete receipt from Microsoft.>
Incorrect or incomplete packages	Incorrect/incomplete packages will be sent back to the Contractor, who shall correct any repackaging errors within 1 working day after receiving the incorrect/incomplete package.

3.2. Metrics for price lists and deliveries

Following metrics shall apply to the service for price lists and deliveries:

Performance metrics	Comments
Delivering a select price list in due time	Max. failure rate: 10%
Delivery accuracy during reporting period	Max. failure rate: 10 %
Respect of delivery lead time indicated in order form	Max. failure rate: 10 %

<p>By way of derogation from Article II.16 of the framework contract, the liquidated damages which can be imposed by the SJU in case of non-respect of the metrics above amounts to 100 EUR per delayed list or delivery.</p>
--

3.3. Microsoft licence tracking

For licence tracking the Contractor will provide the SJU with detailed overview of all Microsoft licences.

4. SERVICE: SUPPORT

4.1. Definition

The Contractor undertakes to provide support for management of problems/incidents, which may occur during the delivery procedure.

The Contractor commits itself to informing the SJU immediately (by email to agreed contact points) as soon as it does not receive the packages from Microsoft on the regular/agreed delivery date. The Contractor will clearly indicate the reason for the delay, as well as indicate when delivery can be expected. In case delivery fails to arrive on the newly proposed date, the Contractor commits to keep the SJU informed (by email) at least once a day, until the situation is resolved. **Failure to provide the problem management support as indicated above may incur liquidated damages in accordance with the provisions set out under Article § II.16 of the Framework Contract.**

5. SERVICE: COMPREHENSIVE LICENCE MANAGEMENT SERVICES

5.1. Definition

The contractor undertakes to provide detailed information on products and licenses in use or acquired by the SJU. In addition, the contractor will administer the Microsoft Volume License Site (MVLS) on behalf of the SJU.

5.2. Reporting

Reporting on the number of named users under the Enterprise Agreement will be provided at the anniversary date of the framework contract. **Following this the Contractor will establish the corresponding order forms, which will trigger the corresponding invoicing.**

For products under the Select Agreement, reporting will be set on a monthly basis.

The services to be provided and performance metrics thereto are defined hereafter.

Service: Comprehensive license Management/Reporting of <u>Select Agreement</u>	Value/Description
Contractor shall assist the SJU with regard to reporting obligations in the frame of the Select Agreement.	
Billing accuracy for new installations of products covered under Select Agreement	Must be 100 % <u>Attention:</u> no invoice can be raised until receipt by the Contractor of the copy of the Order Form signed by the SJU. No invoice for Select reports can be raised for month M until completion of delivery of Select/MSDN packages for that month has occurred
License reporting to Microsoft for products acquired under Select Agreement	The Contractor must ensure this service and enable follow-up by the SJU via a tracking tool [TENDERER TO COMPLETE]

Service: Comprehensive license Management/Reporting of <u>Enterprise Agreement</u>	Value/Description
Report for Enterprise Agreement indicating the number of “named users” is sent by the SJU to the Contractor and to Microsoft once a year.	Report for Enterprise Agreement contains number of “names users”.
The Contractor fulfils its reporting obligations to Microsoft	The Contractor will confirm (by registered letter to the SJU) having fulfilled its reporting obligations under the Enterprise Agreement.
Order Forms (OFs) are prepared by the Contractor and sent to the SJU for approval. The OFs are then sent signed by the Contractor and sent - in two copies - to the SJU for signature. the SJU will sign the OFs and send one copy to the Contractor.	
The Contractor invoices the SJU.	Invoice must arrive at the building address 3 working days after the signed OF was sent to the Contractor by the SJU (post stamp will be proof).

Billing accuracy for Microsoft products covered under Enterprise Agreement.	Must be 100 % <u>Attention:</u> no invoice can be raised until receipt by the Contractor of the copy of the OF <u>signed by the SJU.</u>
---	--

Following metrics shall apply to the service for quotation and delivery:

Performance metrics	Comments
Processing a report to Microsoft	Max. failure rate: 0%
Processing a request for signature of an order form in due time	Max. failure rate: 0 %
Billing accuracy	Max. failure rate: 0 %

By way of derogation from Article II.16 of the framework contract, the liquidated damages which can be imposed by the SJU in case of non-respect of the metrics above is set to 1% of order form value per delayed working day in the case of processing reports and order forms, and 1% of order form value in the case of billing inaccuracy.

5.3. Microsoft licence tracking

For licence tracking the Contractor will provide the SJU a detailed overview of all Microsoft licences.