



SERVICE LEVEL AGREEMENT

in respect of the provision of
**FOR THE PROVISION OF ADVERTISING AND RELATED SERVICES TO TRANSNET NATIONAL
PORTS AUTHORITY (TNPA) FOR A PERIOD OF THREE (3) YEARS ON AN AS AND WHEN
REQUIRED BASIS**

Entered into by and between

TRANSNET LIMITED

Registration Number 1990/000900/30

A public company with limited liability and duly incorporated
in compliance with the company laws of the Republic of South Africa

Trading as

**Transnet National Ports Authority
Port of Ngqura**

(Hereinafter referred to as the "Client")

And

(Hereinafter referred to as the "Contractor")

SERVICE LEVEL AGREEMENT (SLA)

FOR THE PROVISION OF ADVERTISING AND RELATED SERVICES TO TRANSNET NATIONAL PORTS AUTHORITY (TNPA) FOR A PERIOD OF THREE (3) YEARS ON AN AS AND WHEN REQUIRED BASIS

Transnet National Ports Authority (hereinafter referred to as "TNPA")

By **XXXXXXXX**

Tender Reference: TNPA/2023/05/0008/29695/RFP

Parties to the SLA	The Service Level Agreement will be executed by and between Transnet National Ports Authority Head Office and XXXXXXXX (the Service Provider)
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Purpose	<p>The purpose of the Service Level Agreement is to define the requirements for the Provision of Advertising and related Services to Transnet National Ports Authority Ports required by TNPA (applicable to both parties) and to quantify these requirements where possible as per the Master Agreement.</p> <p>This Service Level Agreement also defines the special conditions that will apply for the duration of the Agreement, if any.</p>
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Responsibilities	<p>TNPA must ensure that the implementation of; adherence to and dissemination of the provisions of this Agreement are clearly articulated to the Contractor. This is observed through the following:</p> <p style="text-align: center;">Signed Master Agreement between TNPA and XXXXXXXX</p> <p style="text-align: center;">Signed SLA between TNPA and XXXXXXXX</p> <p>The Service Provider must ensure a clear understanding of its obligation in terms of the SLA and that the necessary care and diligences are continuously exercised in fulfilling its duties in terms of the Master Agreement and the SLA.</p>
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Communication Forums

Authorized officers and members of the Service Provider and TNPA must attend scheduled and emergency communication forums.

The following are key contact persons at TNPA Head Office and Regional Ports:

- Mava Mgeyiya– Communications Officer Corporate Affairs, tel. 041 816 9654

The following are key contact persons at **XXXXXXXXXXXX**

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The following minimum communication forums will be required failing which the stated penalty will apply :

TASK REQUIRED	FREQUENCY
Progress status meetings to be held virtually as per the schedule to be agreed by both parties	Bi-monthly
Ad hoc and or Emergency Meetings	as and when required.
Status report updates to be submitted to TNPA Corporate Affairs each Friday by 14h00.	Weekly
Consolidate project status report to be submitted to TNPA Corporate Affairs on the last working day of the month.	monthly

The following items will form part of every Agenda for the weekly and monthly meetings:

- Opening, Welcome, Safety Briefing, Attendance Register.
- Approval of previous minutes.
- Matters arising from previous minutes.
- Progress report:
 - Summary of progress.
 - Review and update of the project implementation plan.
 - Brand Reputational Risks and Issues.
 - Project Budget.
- Key decisions required from TNPA.
- Activities planned for the next reporting period.
- Next Steps.
- General; and
- Closure.

Means of communication

Official communication between TNPA and the Service Provider shall be done by e-mail.

Deliverables and applicable Penalties

The service provider shall provide advertising and related services to Transnet National Ports Authority for a period of three (3) years. The services entail:

- a) Media Strategy Development
- b) Media Buying
- c) Media Training
- d) Development and Maintenance of a Comprehensive TNPA Media Database
- e) Photography/Operational Photoshoots

The service provider shall provide all the open files and evidence of work done to TNPA for a period of three (3) years post-implementation. The service provider to acknowledge and respond to the service requests within the timeframes listed below, failing which the stated penalty will apply :

SERVICE REQUESTS	FREQUENCY	APPLICABLE PENALTY %
Time-sensitive issues	Two (2) business hours	0,5%
General support questions	One (1) working day.	0,5%
Added functionality requests	Three (3) working days	1%
Email and telephonic support services.	Uptime of 99,9%	0,5%
Flexibility for WhatsApp, email, and telephone communication on weekends,	as and when required.	0,5%

In addition, the below resources will be required to ensure the smooth administration of the contract:

- A dedicated accounts manager to handle contract-related issues.
- A dedicated finance/procurement administrator, responsible for payment, invoicing, and procurement-related queries.

The service provider will use all reasonable efforts to deliver on schedule. The service provider can request an extension on deliverable timelines by given written notice for an extension of no more than a week/ a quarter of the original time frame.

Request for Change

All changes to the work document will be effected by TNPA using the project change note (PCN).

All approved changes to be communicated in writing to the contractor by the TNPA Project Manager with the project Supply and Installations plan attached thereto.

Review

Performance levels against the SLA will be reviewed monthly. The Performance Balance Scorecard will be used as source document for the monthly review and to track performance against the identified key deliverables.

Signed aton thisday of.....2023.

WITNESSES:

Service Provider: XXXXXXXXXXXXXXXXXXXXXXXXXX

- 1.
- 2.

Signed at on this day of 2023

WITNESSES:

TNPA Head Office

- 1.
- 2.

**XXXXX
XXXXX
Transnet National Ports Authority**