



A Division of Transnet SOC Limited
Registration Number 1990/000900/06

**SERVICE LEVEL AGREEMENT FOR THE PROVISION OF
TELECOMMUNICATIONS SERVICES**

BETWEEN
SERVICE PROVIDER
AND
TRANSNET FREIGHT RAIL

Agreement Number	-----
Commencement Date	01 XXXX 2023
Expiry Date	01 XXXXX 2026

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ABBREVIATIONS

Abbreviation	Term
AP	Access Point
ICTM	Information Communication and Technology Management

1. GENERAL INFORMATION

This document represents a Service Agreement between Transnet Freight Rail and Service Provider to document the working relationship. The purpose of this service agreement is to ensure that the correct elements and commitments are in place to provide a dependable service support.

1.1 AGREEMENT TERM

This agreement shall commence on contract sign-off. The agreement shall terminate after 36 months.

2. SERVICE DESCRIPTION

Service Provider will provide the following Technology services, Information services and Enterprise Architectural Services.

The service provider is expected to supply, transport, deliver, install and configure WIFI Access Points (AP), WIFI LAN Controller, License, WIFI brackets, WIFI poles, and related components to TFR sites. The details of WIFI components required for the roll out are listed on Annexure B and must adhere to the TFR approved specifications. The 526 TFR sites for WIFI roll out are detailed in Annexure A.

The service provider will be required to conduct network wireless assessments/surveys and provide network designs before the installation is done.
Provide support and maintenance post implementation

3. HOURS OF COVERAGE

The services will be available during working hours i.e., Monday to Friday (07:30 – 04:30) South African time.

4. ROLES AND RESPONSIBILITIES

Service Provider Responsibilities:

- I. Ensure that the services are available during the working hours i.e., Monday to Friday (07:30 – 16:30)
- II. Meet response times of incidents and service request.
- III. Train required staff on appropriate service support tools.
- IV. Notify users of all the schedule maintenance via the maintenance calendar and communication on email.
- V. Ensure adequate control mechanisms for the Transnet Freight Rail" assets in terms of inventory and security management, with any losses or physical damage of Transnet Freight Rail's assets to be charged at fair market value to Service provider.

- VI. Service Provider will provide access to the Transnet Freight Rail' equipment hosted or supported by them.

Transnet Freight Rail responsibilities:

- I. Provide timely access to the premises (Server rooms) and equipment where jointly operated.
- II. Inform Service Provider in writing of equipment to be removed or added to the list of equipment on support and hardware maintenance.
- III. Provide a list of comprehensive mission critical equipment.
- IV. Use the Service desk as a central point of contact for support calls.
- V. Respond to hardware capacity requirements related to user data growth.
- VI. Make any available operational planning and Implementation objectives, as well as operational deployment requirements to be supported by Service Provider

5. CONFIDENTIALITY

The Parties hereby undertake the following, with regard to Confidential Information:

- I. not to divulge or disclose to any person whomsoever in any form or manner whatsoever, either directly or indirectly, any Confidential Information of the other, without the prior written consent of such other Party, other than when called upon to do so in accordance with a statute, or by a court having jurisdiction, or by any other duly authorised and empowered authority or official, in which event the Party concerned shall do what is reasonably possible to inform the other of such a demand and each shall assist the other in seeking appropriate relief or the instituting of a defensive action to protect the Confidential Information concerned;
- II. not to use, exploit, permit the use of, directly or indirectly, or in any other manner whatsoever apply the Confidential Information, disclosed to it as a result of this Agreement, for any purpose whatsoever other than for the purpose for which it is disclosed or otherwise than in strict compliance with the provisions in this Agreement.
- III. not to make any notes, sketches, drawings, photographs or copies of any kind of any part of the disclosed Confidential Information, without the prior written consent of such other Party, except when reasonably necessary for the purpose of this Agreement, in which case such copies shall be regarded as Confidential Information;
- IV. not to de-compile, disassemble or reverse engineer any composition, compilation, concept application, item, component de-compilation, including software or hardware disclosed and shall not analyse any sample provided by Transnet, or otherwise determine the composition or structure or cause to permit these tasks to be carried out except in the performance of its obligations pursuant to this Agreement;

- V. not to exercise less care to safeguard Transnet Confidential Information than the Party exercises in safeguarding its own competitive, sensitive or Confidential Information;
- VI. Confidential Information disclosed by either Party to the other or by either Party to any other party used by such Party in the performance of this Agreement, shall be dealt with as "restricted" or shall be dealt with according to any other appropriate level of confidentiality relevant to the nature of the information concerned, agreed between the Parties concerned and stipulated in writing for such information in such cases;
- VII. the Parties shall not make or permit to be made by any other person subject to their control, any public statements or issue press releases or disclose Confidential Information with regard to any matter related to this Agreement, unless written authorisation to do so has first been obtained from the Party first disclosing such information;
- VIII. each Party shall be entitled to disclose such aspects of Confidential Information as may be relevant to one or more technically qualified employees or consultants of the Party who are required in the course of their duties to receive the Confidential Information for the Permitted Purpose provided that the employee or consultant concerned has a legitimate interest therein, and then only to the extent necessary for the Permitted Purpose, and is informed by the Party of the confidential nature of the Confidential Information and the obligations of the confidentiality to which such disclosure is subject and the Party shall ensure such employees or consultants honour such obligations;
- IX. each Party shall notify the other Party of the name of each person or entity to whom any Confidential Information has been disclosed as soon as practicable after such disclosure;
- X. each Party shall ensure that any person or entity to which it discloses Confidential Information shall observe and perform all of the covenants the Party has accepted in this Agreement as if such person or entity has signed this Agreement. The Party disclosing the Confidential Information shall be responsible for any breach of the provisions of this Agreement by the person or entity; and
- XI. each Party may by written notice to the other Party specify which of the Party's employees, officers or agents are required to sign a non-disclosure undertaking.

6. SERVICE SUPPORT

Service Provider will provide the Transnet Freight Rail with optimal first level support service.

The bidder will be expected to provide 3 months (immediately after commissioning of devices) hyper care after the solution is fully deployed. The scope for hyper care will include the following:

- I. Accept, analyse, and resolve all calls escalated from Level 1 support team and perform root cause analysis where appropriate
- II. Assist Level 1 support with resolution of problems including liaising with users replicating defects and assisting with creation or update of data
- III. Support housekeeping of transactional database tables, interfaces and application on a regular basis, review the application and integration logs and identify if there is an error and reconcile the data to ensure that application system of records is valid.
- IV. Restart the application or application components, if required.
- V. Work with other ICTM teams to resolve problems related to interfaces for missing data or incorrect message formats
- VI. Provide functionality assistance to users
- VII. Work with successful bidder Support and product developers, as appropriate, to resolve problems and defects
- VIII. Provide skills transfer to ICTM needed for support activities
- IX. Address any bug fixes raised during implementation phase
- X. Address minor changes required that are raised during hyper care
- XI. Assist users where training gaps are raised

7. ESCALATION

In the instance where Service Provider fails to honour, their obligations in terms of the services indicated, and such failure is not caused by either a failure of the Transnet Freight Rail to comply with its obligations. Relating to the terms of this Service agreement or influence of a force majeure or any other act beyond the control of the Service Provider, Transnet Freight Rail will institute the following escalation process will be handled through forums and avenues put in place as indicated below:

- I. Monthly Service review meetings
- II. Service Delivery Manager
- III. Steering Committee meetings

8. EXCEPTIONS TO SERVICE COVERAGE

Any nonconformities from existing policies, standards and processes are noted by the following:

Exception	Parameters	Coverage
Public holidays	N/A	
Financial year end	Final business days of March	Supplementary coverage, 08:00 am – 06:00 pm

9. OTHER REQUESTS

Non-standard service requests can be sent to the Service Agreement Manager. The service team will analyse the request to understand the need and direct it to the applicable channel.

10. SERVICE MAINTENANCE AND CHANGES

Services and components require repeatedly scheduled maintenance in order to meet established service levels. These activities will render systems and applications unavailable for normal user interaction for the following periods.

Time	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Start	08:00am			18:00			08:00
End	16:00pm			06:00			16:00

The service provider agrees to a “no change rule” during the following period:

- The financial year end month (March).

11. SERVICE REPORTING

Service Provider will provide monthly reports to the Transnet Freight Rail staff in respect of performance attained in comparison to the agreed service levels.

12. DOCUMENT LOCATION

This document location will be the Transnet Freight Rail Service Catalogue. The Service Manager and the authorised IT managers will access it.

13. APPENDICES

ANNEXURE A- SERVICE LEVELS

ANNEXURE B – SERVICE DEFINITIONS

ANNEXURE A- SERVICE LEVELS

SERVICES	LEVEL	MEASUREMENT CRITERIA	TARGETS	REPORTING REQUIREMENTS
<i>Network Connectivity</i>	Providing wired and wireless connectivity to the local network for computers	Connectivity	95%	Progress reports on network connection requests
	Accept, analyse, and resolve all calls escalated from Level 1 support team and perform root cause analysis where appropriate	Resolved faults	100%	Fault report
Problem Management	Assist Level 1 support with resolution of problems while updating users	Resolved problems	100%	Fault report
Application, Database and Interfaces	Support housekeeping of transactional database tables, interfaces and application on a regular basis, review the application and integration logs and identify if there is an error and reconcile the data to ensure that application system of records is valid.	Validated records of Application System	100%	Log file reports
User Support	Provide functionality assistance to users	Resolved calls	95%	Call register
Skills Transfer	Provide skills transfer to users needed for support activities.	Delivered training	100%	Training register
Change Control	Address minor changes required that are raised during hyper care	Applied changes	99%	Change Requests

ANNEXURE B – SERVICE DEFINITIONS

“After Hours” means the time between 16:30 on a weekday until 08:00 the following weekday, includes public holidays, and weekends.

“Availability” means the ability of a user to utilise an application because the application and components on which the application relies, for example the servers, workstations, local area network infrastructure and peripherals, are accessible for such utilisation.

“Equipment” means all information technology equipment and peripheral devices agreed to by The Transnet Freight Rail’s and Service Provider.

“Fault” means hardware or software that is no longer able to perform the functions for which it was intended as defined in the specifications of the supplier.

“Foundation Software” means the software required to enable the hardware and business applications to function properly, for example operating systems and management systems.

“LAN” Local Area Network: a local computer network for communication between computers; especially a network connecting computers and word processors and other electronic office equipment to create a communication system between offices.

“Measurement Criteria” means the mean time to resolve for equipment identified as category 1 or category 2.

“Mission-Critical Equipment” means information technology equipment defined as mission-critical by The Transnet Freight Rail’s which:

- i. will be prioritised first for attention;
- ii. has cost implications;
- iii. requires one (1) calendar month’s written notice by Transnet Freight Rail’s to be placed on the mission critical equipment list in cases where additional backup equipment will need to be procured by Service Provider IT; and
- iv. can be removed from the mission critical equipment list by means of a written instruction from The Transnet Freight Rail’s.

“Mean Time to Resolve” means the average time to diagnose and resolve a logged call as per category 1 and category 2.

“Operational Equipment” means information Technology equipment defined as operational by Transnet Freight Rail’s which:

- v. will be prioritised second for attention;
- vi. has cost implications; and
- vii. requires one (1) calendar month’s written notice by Transnet Freight Rail’s to be placed on the operational equipment list in cases where additional backup equipment will need to be procured by Service Provider; and
- viii. can be removed from the operational equipment list by means of a written instruction from The Transnet Freight Rail’s.

“Response Time” means the time taken to accept a logged call.

“Resolution Time” means the time taken to resolve a problem to client’s satisfaction.

14. Signatures

SIGNED AT:.....ON THISDAY OF.....

CHIEF INFORMATION AND TECHNOLOGY OFFICER ON BEHALF OF TRANSNET FREIGHT RAIL

SIGNED AT:.....ON THISDAY OF.....

SERVICE PROVIDER