



## SERVICE LEVEL AGREEMENT

made and entered into between

**AIR TRAFFIC AND NAVIGATION SERVICES COMPANY SOC LTD**

**Registration Number: 1993/004150/30**

Herein represented by \_\_\_\_\_, in their capacity as \_\_\_\_\_  
and duly authorised hereto.

(Hereinafter referred to as the **"ATNS"**)

and

\_\_\_\_\_  
**Registration Number:** \_\_\_\_\_

Herein represented by \_\_\_\_\_, in their capacity as \_\_\_\_\_  
and duly authorised hereto.

(Hereinafter referred to as the **"Service Provider"**)

**TO SUPPLY, DELIVER AND COMMISSION PHYSICAL SECURITY COMPONENTS OF  
SECURITY ENHANCEMENT PROGRAM AT ACSA ATSU, NON-ACSA ATSU AND CNS  
REMOTE SITES**

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**WHEREAS** Air Traffic and Navigation Services Company SOC Ltd (“**ATNS**”) is a Schedule 2 Major Public Entity, established in terms of section 2(1) of the Air Traffic and Navigation Services Company Act No. 45 of 1993, as amended, reporting to Parliament through the Ministry of transport;

**WHEREAS** ATNS provides safe, expeditious and efficient air traffic, navigation, training and associated services within South Africa and a large part of the Southern Indian and Atlantic Ocean, comprising approximately 6% of the world's airspace. ATNS operates at 21 aerodromes within the country, including O.R Tambo, Cape Town and King Shaka International Airports. In the rest of the African Continent, ATNS provides amongst others, the Aeronautical Satellite Communication (VSAT) networks;

**WHEREAS** ATNS wishes to procure from the Service Provider (whose details are set out in **Annexure “A”** (Contract Data) hereto) the Services (the exact specifications of which are set out in **Annexure “B”** (Form of Service Specification) attached hereto at the price set out in **Annexure “C”** (the Pricing Schedule) and the Service Provider wishes to render same to ATNS;

**AND WHEREAS** the Service Provider is prepared and has the necessary experience and expertise to provide the services as an independent contractor, as stipulated in this Agreement.

**NOW THEREFORE IT IS AGREED AS FOLLOWS:**

## **1. INTERPRETATION AND DEFINITION**

### **1.1 INTERPRETATION**

In this Agreement, unless the context otherwise indicates:

- 1.1.1 The headings to clauses of this Agreement are inserted for reference purposes only and shall not govern or affect the interpretation thereof;
- 1.1.2 Any annexure to this Agreement will form an integral part hereof and

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words and expressions defined in this Agreement shall bear, unless the context otherwise requires, the same meaning in such annexure;

- 1.1.3 Unless the context clearly indicates a contrary intention, words importing the singular shall include the plural and *vice versa*;
- 1.1.4 References to any one gender shall include the other gender and any reference to a natural person shall include a legal persona and *vice versa*;
- 1.1.5 Where the day on or by which anything is to be done is not a business day, it shall be done on or by the first business day thereafter; and
- 1.1.6 Where any number of days is prescribed in this Agreement, these shall be reckoned as calendar days, exclusively of the first, inclusively of the last day, unless the last day falls on a weekend or on a public holiday, in which case the last day shall be the next succeeding day which is not a weekend or a public holiday.

## 1.2 DEFINITIONS

Unless the context indicates otherwise, the following expressions shall bear the meanings assigned to them and cognate expressions shall bear corresponding meanings:

- 1.1.1 “**ACSA**” means the Airports Company South Africa SOC Ltd;
- 1.1.2 “**Agreement**” means this Service Level Agreement and all the annexures to this Agreement;
- 1.1.3 “**Agreement Period**” means the period during which this Agreement will be effective and binding starting from the Effective Date and ending on expiry of the Agreement Period as set out in the Contract Data;
- 1.1.4 “**ATSU**” means Air Traffic Service Unit;

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- 1.1.5 **“CNS”** means Communication, Navigation and Surveillance;
- 1.1.6 **“Completion Date”** means date of completion as set out in **Annexure “A”** (Contract Data), being the date on which the operation of this Agreement expires;
- 1.1.7 **“Confidential Information”** means information disclosed by the Disclosing Party that: (a) relates to the Disclosing Party’s past, present or future research, development, business activities, products, services and technical knowledge; and (b) either has been identified in writing as confidential or is of such a nature (or has been disclosed in such a way) that it should be obvious to the other Party that it is claimed as confidential. As used herein, the Party disclosing Confidential Information is referred to as the **“Disclosing Party”** and the Party receiving the Confidential Information is referred to as the **“Recipient”** or **“the Receiving Party”**;
- 1.1.8 **“Data Subject”** means any individual or person who can be identified, directly or indirectly, via an identifier such as a name, an ID number, or location data;
- 1.1.9 **“Effective Date”** means the date stipulated in the Contract Data (**Annexure “A”**);
- 1.1.10 **“Good Industry Practice”** means in relation to an obligation, undertaking, activity or a service, the exercise of the degree of skill, speed, care, diligence, judgment, prudence and foresight and the use of practices, controls, systems, technologies and processes, which would be expected from a skilled, experienced and market-leading service provider performing the same or similar obligation, undertaking, activity or service and utilising and applying skilled resources with the requisite level of expertise and complying with all laws, regulations and other legal requirements;

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- 1.1.11 **“Independent Contractor”** means any Third Party who is contracted by ATNS to provide services to ATNS in accordance with ATNS' directions or instructions;
- 1.1.12 **“Intellectual Property”** means intellectual property relating to this Agreement in the form of any and all technical or commercial information, including, but not limited to the following: specifications and formulae; know-how, data, systems and processes; production methods; trade secrets; undisclosed inventions, financial and marketing information; as well as registered or unregistered intellectual property in the form of patents, trade- marks, designs, and copyright in any works, including literary works or computer software programs;
- 1.1.13 **“Parties”** means ATNS and the Service Provider. **“Party”** means each of them;
- 1.1.14 **“Personal Information”** means data that can be used to identify a person and includes biometrics;
- 1.1.15 **“Project”** means the work, projects, functions, tasks, repairs, services, and/or obligations to be performed, rendered and or supplied by the Service Provider in terms of this Agreement and any Annexure hereto, including any subsequent variations or changes to such work, functions, tasks, services, or goods as may be agreed in writing in terms of this Agreement;
- 1.1.16 **“Project Execution Plan”** or **“PEP”** means the document that describes the means to execute, monitor, and control projects. The PEP describes how, when and by whom a specific target or set of targets is to be achieved and these targets include the Project's products, timescales, costs, quality and benefits;
- 1.1.17 **“Purchase Price”** means the total purchase price as set out in the Pricing Schedule;

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- 1.1.18 **“Pricing Schedule”** means the pricing set out in the schedule attached hereto as **Annexure “C”**;
- 1.1.19 **“Rand”** or **“R”** means the lawful currency or legal tender, from time to time, in South Africa;
- 1.1.20 **“Responsible Party”** means a public or private body or any other person which determines the purpose of and means for processing personal information;
- 1.1.21 **“Services”** means the services to be rendered by the Service Provider under this Agreement, as described in the **Service Specification Form (Annexure “B”)**;
- 1.1.22 **“Signature Date”** means the date on which this Agreement is signed by the last Party to do so, whether in counterpart or not;
- 1.1.23 **“South Africa”** means the Republic of South Africa;
- 1.1.24 **“Third Party”** means any person other than ATNS or the Service Provider; and
- 1.1.25 **“VAT”** means value-added tax as may be levied in terms of the Value-Added Tax Act No 89 of 1991.

## **2. APPOINTMENT**

- 2.1 ATNS hereby appoints the Service Provider as an independent contractor on a non-exclusive basis to provide the Services to ATNS; and the Service Provider hereby accepts such appointment on the terms and conditions set out herein.
- 2.2 The Service Provider acknowledges that, notwithstanding any of ATNS' actions, on expiry of this Agreement the Service Provider will have no expectation of an extension of whatsoever nature of this Agreement.

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- 2.3 The Parties agree that the relationship between them will be that of an independent contractor and ATNS in no way intends an employer/ employee relationship to arise out of this contract. The provisions of the Labour Relations Act and the Basic Conditions of Employment Act will not be applicable to this relationship.

### **3. CO-OPERATION WITH OTHERS**

- 3.1 ATNS may at its costs and in its own discretion engage such other service providers and specialists as may be necessary for the execution of services supplementary to those contained in this Agreement.
- 3.2 The Service Provider shall execute its Services, duties and obligations in terms of this Agreement in conjunction with any other service providers, ATNS employees or other persons and institutions which are providing services to the ATNS.
- 3.3 The Service Provider shall only be responsible for its own performance and the performance of its employees and/or specialists who have specifically been appointed by the Service Provider to assist it with its services in terms of the Agreement.

### **4. MANAGEMENT OF SCOPE CHANGE**

- 4.1 On becoming aware of any matter which shall materially change or has changed timing of the Service Provider's obligations, the Service Provider must give immediate written notice thereof to ATNS.
- 4.2 In the event the Service Provider identifies a need for a scope change, the Service Provider will quantify and submit same to ATNS for consideration and written approval.
- 4.3 The scope change will be considered by ATNS within 10 (ten) days of submission by the Service Provider.

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- 4.4 The scope change shall only be valid, if communicated to the Service Provider in writing.
- 4.5 ATNS shall not be liable for the performance of additional services without the necessary written approval as indicated in clause 4.4 above.

## **5. COMMENCEMENT AND DURATION**

- 5.1 This Agreement shall be deemed to have commenced on the Effective Date and shall endure until it expires at the end of the Agreement Period, as set out in the Contract Data, unless terminated prior to such date in terms of this Agreement.
- 5.2 This Agreement shall terminate on the Termination Date, unless terminated in terms of clause 6 below.

## **6. TERMINATION**

- 6.1 The Parties agree that ATNS may suspend or terminate this Agreement or part thereof, at any time or at any given deliverable or part thereof if the Services/deliverables or the progress reports presented by the Service Provider are not to the satisfaction of ATNS, or if the Services are no longer required.
- 6.2 Any suspension or termination of this Agreement or any deliverable or part thereof, must be done on not less than ten (10) days written notice to the Service Provider.
- 6.3 Should this Agreement or any deliverable or part thereof be suspended or terminated in terms of clause 6.1 above, ATNS shall remunerate the Service Provider for work satisfactorily completed.
- 6.4 ATNS may terminate the Agreement on breach of the Agreement as stipulated in clause 10 below.

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## 7. RESPONSIBILITIES OF THE PARTIES AND SCOPE OF WORK

### 7.1 THE SERVICE PROVIDER

- 7.1.1 During the subsistence of this Agreement, the Service Provider shall render the Services to ATNS in accordance to the Service Specification Form.
- 7.1.2 Ownership of, and risk and benefit of the works completed in accordance to the Service Specification Form shall pass to ATNS after the completion of the Services by the Service Provider.
- 7.1.3 The Service Provider shall at all times execute the Services in accordance with Good Industry Practice and exercise professional and reasonable skill, care and diligence in the execution of its Services under this Agreement, and in accordance with the Service Provider's response to ATNS' Request for Quotation, as submitted to ATNS.
- 7.1.4 The Service Provider shall perform such other duties, related to this Agreement, as may from time to time be determined by ATNS.
- 7.1.5 The Service Provider shall execute the Project in accordance Execution Plan and this Agreement.
- 7.1.6 The Service Provider must, in the provision of the Services, have due regard to ATNS' operational requirements and will not do, or permit to be done, anything which may negatively affect ATNS' operational requirements.
- 7.1.7 The Service Provider must be proactive in reporting any matters, which come to light, which may affect the business continuity or operations of ATNS. Without detracting from the generality of this statement, the Service Provider must:

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7.1.7.1 Without delay, inform ATNS of all incidents or accidents which occur at any of the Sites which involve the Service Provider's personnel;

7.1.7.2 Record all incidents or accidents;

7.1.7.3 Co-operate fully with ATNS in analysing and investigation of such incidents or accidents; and

7.1.7.4 Implement the necessary corrective action to prevent a re-occurrence of the incident or accident.

7.1.8 The Service Provider shall maintain plans for business continuity, disaster recovery, and backup capabilities and facilities designed to ensure the Service Provider's continued performance of its obligations under this Agreement, including, without limitation, loss of production, loss of systems, loss of equipment, system failures and the failure of Service Provider's equipment, computer systems or business systems ("**Business Continuity Plan**"). Such Business Continuity Plan shall include, but shall not be limited to, testing, accountability and corrective actions designed to be promptly implemented, if necessary. In addition, in the event that the Service Provider has knowledge of an incident affecting the integrity or availability of such Business Continuity Plan, then the Service Provider shall, as promptly as practicable, but no later than twenty-four (24) hours (or sooner to the extent required by applicable law or regulation) after the Service Provider becomes aware of such incident, notify the Company in writing of such incident and provide the Company with updates, as deemed appropriate by the Service Provider in the circumstances, with respect to the status of all related remediation efforts in connection with such incident. The Service Provider represents that, as of the date of this Agreement, such Business Continuity Plan is active and functioning normally in all material respects.

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7.1.9 The Service Provider shall attend meetings with regard to the provision of the Services as may be requested by ATNS from time to time.

## 7.2 THE ATNS

7.2.1 ATNS shall be:

7.2.1.1 responsible for providing guidance and necessary instruction to the Service Provider;

7.2.1.2 responsible for the payment of the Service Provider's invoices in accordance with clause 8 of this Agreement.

7.2.2 ATNS shall co-operate and timeously provide the Service Provider with information that may be reasonably required for the provision of the Service Provider's Services. This must exclusively be used for the Services as stipulated in this Agreement.

## 8 PAYMENT OF PURCHASE PRICE

8.1 As consideration for the due, apposite and punctual provision of the Services, ATNS shall pay the Service Provider the Purchase Price in accordance to the Pricing Schedule, annexed hereto as **Annexure "C"**.

8.2 The Purchase Price shall be paid by electronic transfer into the Service Provider's bank account.

8.3 The Service Provider must provide ATNS with tax invoices reflecting actual services rendered coupled with any other original supporting documentation or information, as may be required by ATNS.

8.4 The tax invoice must include Services satisfactorily rendered and deliverables completed in accordance with the Project Execution Plan.

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- 8.5 Payments of the Service Provider’s fee shall be made within thirty (30) days of submission of a valid invoice, unless the invoice is objected in accordance with clause 8.6 below.
- 8.6 If any item or part of any item of an invoice submitted by the Service Provider is disputed by ATNS, ATNS shall give notice thereof with reasons, to the Service Provider within 10 working days.
- 8.7 The Service Provider’s invoice must contain the purchase order number, to ensure proper allocation of payment.
- 8.8 Service Provider’s invoices must be sent to ATNS’ designated representative and must specify a Purchase Order (“**PO**”) number.
- 8.9 Service Provider must be able to provide timesheets when submitting invoices for payments, to demonstrate the work done to date.

## **9 DISPUTE RESOLUTION**

- 9.1 Without detracting from a Party’s right to institute action or motion proceedings in any court of competent jurisdiction in respect of any dispute that may arise out of or in connection with this Agreement, the Parties consent to the jurisdiction of the Magistrate’s Court for any action arising out of this Agreement.
- 9.2 Notwithstanding any provisions of this Agreement, any Party may approach any court of competent jurisdiction without first exhausting the Mediation and/or Arbitration procedure referred to in this Agreement.
- 9.3 **Negotiation**

- 9.3.1 Should any dispute, disagreement or claim arise between the Parties (“**the dispute**”) concerning this Agreement, the parties shall try to resolve the dispute by negotiation. This entails that one party invites

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the other party in writing to meet and attempt to resolve the dispute within 5 (Five) days from the date of the written invitation.

9.3.2 The Parties undertake to extensively consult with each other in the event of a dispute and to use their best endeavours to resolve such dispute amongst themselves without recourse to litigation.

#### **9.4 Mediation**

9.4.1 In the event of any dispute arising between the parties, either party may declare a dispute by notice to the other Party.

9.4.2 Prior to litigation in terms of clause 9.2 above or submission of dispute to arbitration in accordance with clause 9.5 below, the matter may first be referred for mediation before the mediator appointed by agreement between the Parties to the dispute and failing an agreement within 10 (ten) business days of the demand for mediation, then any Party to the dispute shall be entitled to forthwith call upon the Chairperson of the legal Practice Counsel to nominate the mediator.

9.4.3 The mediator shall have absolute discretion in the manner in which the mediation proceedings shall be conducted.

9.4.4 The mediator shall deliver a copy of their reasoned opinion to each Party within twenty-one (21) days of the mediator's appointment.

9.4.5 The opinion so expressed by the mediator shall be final and binding on the Parties, unless either party within twenty-one (21) days of the delivery of the opinion, notifies the other Party of its unwillingness to accept the said opinion, in which event the dispute may be referred to arbitration or any competent court with jurisdiction.

9.4.6 The costs of mediation shall be determined by the mediator and shall be borne equally by the Parties and shall be due and payable to the mediator on presentation to them of his written account.

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## 9.5 Arbitration

9.5.1 In the event of the Parties, or any of them, failing to accept the ruling of the mediator, and subject to clause 9.2 above, the matter in dispute may be referred to arbitration, by written agreement between the Parties. The arbitrator shall at the written request of either Party be appointed by the secretary of the Arbitration Foundation of Southern Africa (“**AFSA**”). The arbitration shall be conducted in accordance with the AFSA Commercial Rules, which arbitration shall be administered by AFSA.

9.5.2 Should AFSA, as an institution, not be operating at that time or not be accepting requests for arbitration for any reason, then the arbitration shall be conducted in accordance with the AFSA rules for commercial arbitration (as last applied by AFSA) before an arbitrator appointed by agreement between the parties to the dispute or failing agreement within 10 (ten) business days of the demand for arbitration, then any party to the dispute shall be entitled to forthwith call upon the chairperson of the Johannesburg Bar Council to nominate the arbitrator, provided that the person so nominated shall be an advocate of not less than 10 (ten) years standing as such. The person so nominated shall be the duly appointed arbitrator in respect of the dispute. In the event of the attorneys of the Parties to the dispute failing to agree on any matter relating to the administration of the arbitration, such matter shall be referred to and decided by the arbitrator whose decision shall be final and binding on the Parties to the dispute.

9.5.3 Any Party to the arbitration may appeal the decision of the arbitrator or arbitrators in terms of the AFSA rules for commercial arbitration.

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- 9.5.4 Nothing herein contained shall be deemed to prevent or prohibit a Party to the arbitration from applying to the appropriate court for urgent relief.
- 9.5.5 Any arbitration in terms of this clause 9.5 (including any appeal proceedings) shall be conducted in camera and the Parties shall treat as confidential details of the dispute submitted to arbitration, the conduct of the arbitration proceedings and the outcome of the arbitration.
- 9.5.6 This clause 9 will continue to be binding on the Parties notwithstanding any termination or cancellation of the Agreement.
- 9.5.7 The Parties agree that the written demand by a Party to the dispute in terms of clause **9.5.1** that the dispute or difference be submitted to arbitration is to be deemed to be a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act, 1969.
- 9.5.8 The costs of arbitration shall be determined by the arbitrator or AFSA and shall be borne equally by the Parties and shall be due and payable to the arbitrator on presentation to them of his written account.
- 9.5.9 Should any one Party fail to pay its share of any administration fee or cost when requested by the AFSA Secretariat, that Party shall automatically be excluded to participate in the arbitration process so long as that Party is in default of payment. Where one Party is excluded by reason of default, the secretariat will revise the fees payable by the remaining Party to cover all costs and expenses, subject to the right of the paying Party to recover, if so ordered by the arbitrator, from the non-paying Party.

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## 10 BREACH

10.1 If a Party ("**Defaulting Party**") commits any breach of this Agreement and fails to remedy such breach within 7 (seven) business days ("**Notice Period**") of written notice requiring the breach to be remedied, then the Party giving the notice ("**Aggrieved Party**") will be entitled, at its option:

10.1.1 to claim immediate specific performance of any of the Defaulting Party's obligations under this Agreement, with or without claiming damages, whether or not such obligation has fallen due for performance and to require the Defaulting Party to provide security to the satisfaction of the Aggrieved Party for the Defaulting Party's obligations; or

10.1.2 Where the Defaulting Party is the Service Provider:

10.1.2.1 to suspend further payments to the Service Provider; or

10.1.2.2 to appoint any other person or persons to complete the execution of the Project, in which event the Service Provider shall be held liable for costs incurred in the appointment of such service provider as well as reasonable costs of the process of delay; or

10.1.3 to cancel this Agreement, with or without claiming damages, in which case written notice of the cancellation shall be given to the Defaulting Party, and the cancellation shall take effect on the giving of the notice. Neither Party shall be entitled to cancel this Agreement unless the breach is a material breach. A breach will be deemed to be a material breach if:

10.1.3.1 it is capable of being remedied, but is not so remedied within the Notice Period; or

10.1.3.2 it is incapable of being remedied or is not remedied within the

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Notice Period, and payment in money will compensate for such breach but such payment is not made within the Notice Period.

- 10.2 In the event that either Party commits an act of insolvency or is placed under a provisional or final winding-up or business rescue or if either Party makes an assignment for the benefit of creditors, or fails to satisfy or take steps to have set aside any judgment taken against it within 14 (Fourteen) business days after such judgment has come to its notice, then the other Party will be entitled to terminate the Agreement on written notice.
- 10.3 The Parties agree that any costs awarded will be recoverable on an attorney-and-own-client scale unless the Court specifically determines that such scale shall not apply, in which event the costs will be recoverable in accordance with the High Court tariff, determined on an attorney-and-client scale.
- 10.4 The Aggrieved Party's remedies in terms of this clause 10 are without prejudice to any other remedies to which the Aggrieved Party may be entitled in law.

## 11 FORCE MAJEURE

- 11.1 For the purposes of this Agreement, force majeure is any event which delays or prevents a Party from carrying out its obligations in terms of this Contract, including but not limited to any event such as a state of war, pandemic, sanctions, embargoes and acts of God ("**Force Majeure Event**").
- 11.2 No Party shall be liable for any delay or failure to perform its obligations under this Agreement if such failure or delay is due to any Force Majeure Event. A Party unable to fulfil its obligations shall immediately notify the other in writing of the reason for its failure to fulfil its obligations and the effect of such failure. In the meantime, such Party shall take all reasonable steps to remedy or abate the effects of the Force Majeure Event.

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11.3 If by reason of a Force Majeure Event a Party is unable to perform any obligation under this Agreement for a period of ninety (90) days, the other Party may, by giving written notice to that Party, terminate this Contract. Such termination shall not prejudice the rights of either Party against the other in respect of any matter occurring under this Agreement before termination.

11.4 The Service Provider shall not be liable for any delays occurring as a result of a Force Majeure Event.

## **12 INTELLECTUAL PROPERTY AND COPYRIGHT**

12.1 The Service Provider acknowledges that ATNS may by operation of law become the owner of the copyright in any work which is eligible for copyright, and which is created or executed by the Service Provider, whether alone or with others, in the course and scope of its appointment as a Service Provider at ATNS.

12.2 Insofar as it may be necessary, the Service Provider cedes and assigns to the ATNS, the copyright on any work created or executed by it, whether alone or with others, in the course and scope of its appointment as a Service Provider at ATNS, except for the training manuals which were developed by the Service Provider and the Service Provider has copyright.

12.3 The Service Provider undertakes not to exercise any residuary rights in respect of any work created or executed by it, whether alone or with others, in the course and scope of its appointment as a Service Provider at ATNS.

12.4 All work created or executed by the Service Provider and for which copyright exists shall, unless the Service Provider establishes the contrary, be deemed to have been created or executed in the course and scope of its appointment as a Service Provider at ATNS.

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## 13 MISCELLANEOUS MATTERS

### 13.1 Whole Agreement

13.1.1 This Agreement constitutes the whole of the agreement between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on either of the Parties.

13.1.2 This Agreement supersedes and replaces any and all agreements between the Parties (and other persons, as may be applicable) and undertakings given to or on behalf of the Parties (and other persons, as may be applicable) in relation to the subject matter hereof.

13.1.3 Notwithstanding anything to the contrary contained in this Agreement or any other documentation (including without limitation, the Service Provider's quotations), the Service Provider's terms and conditions are hereby expressly excluded from application in respect of the subject matter herein.

### 13.2 Variations to be in Writing

No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this Agreement will be of any force or effect unless in writing and signed by the Parties. The amendment of the Agreement shall be recorded as an addendum to this Agreement. The scope of a variation of this Agreement shall not exceed 15% of the total value of the Agreement.

### 13.3 No Indulgences

No latitude, extension of time or other indulgence which may be given or allowed by either Party to the other in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any

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right of either Party arising from this Agreement and no single or partial exercise of any right by either Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by that Party or operate as a waiver or a novation of or otherwise affect any of its rights in terms of or arising from this Agreement or estop or preclude it from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof. Failure or delay on the part of either Party in exercising any right, power or privilege under this Agreement will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

#### 13.4 **No Waiver or Suspension of Rights**

No waiver, suspension or postponement by either Party of any right arising out of or in connection with this Agreement shall be of any force or effect unless in writing and signed by that Party. Any such waiver, suspension or postponement will be effective only in the specific instance and for the purpose given.

#### 13.5 **Provisions Severable**

All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions and clauses of this Agreement shall remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

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### 13.6 Continuing Effectiveness of Certain Provisions

The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

### 13.7 Assignment

The Service Provider shall not cede or assign any of its rights and obligations in terms of this Agreement to any Third Party without prior written consent of ATNS.

### 13.8 Undertaking and Warranties

13.8.1 The Service Provider undertakes to:

13.8.1.1 perform the Services at all times during this Agreement in accordance with the ATNS' business objectives and in terms of the Bid;

13.8.1.2 at all times when providing the Services within the premises of ATNS, abide by safety regulations laid down by ATNS, *inter alia*, for the prevention and combating of accidents, vandalism, damage to property, arson, fire damage and any other similar events

13.8.1.3 refrain from acting in such a manner which circumvents compliance with any of the conditions and requirements of this Agreement.

13.8.2 The Service Provider warrants that it will, at all times during the duration of the Agreement:

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- 13.8.2.1 possess and have the right to use, knowledge, sufficient expertise and all equipment necessary to enable it to provide the Services at the agreed Service levels;
- 13.8.2.2 use and adopt reasonable professional techniques and standards and provide the Services with due care, skill and diligence;
- 13.8.2.3 employ suitably qualified and trained personnel to provide the Services in terms of the Agreement;
- 13.8.2.4 observe all relevant statutes, by-laws and associated regulations, standards of professional conduct and industry norms established in relevant South African national standards published in terms of the Standards Act of 2008 or standards recommended by professional associations.

## **13.9 General Warranties**

13.9.1 Each of the Parties hereby warrants to and in favour of the other that:

- 13.9.1.1 it has the legal capacity and has taken all necessary action required to empower and authorise it to enter into this Agreement;
- 13.9.1.2 this Agreement constitutes an agreement valid and binding on it and enforceable against it in accordance with its terms;
- 13.9.1.3 the execution of this Agreement and the performance of its obligations hereunder does not and shall not:
  - a) contravene any law, policy and procedure manual or regulation to which that Party is subject;
  - b) contravene any provision of that Party's constitutional documents; or

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- c) conflict with, or constitute a breach of any of the provisions of any other agreement, obligation, restriction or undertaking which is binding on it;

13.9.1.4 to the best of its knowledge and belief, it is not aware of the existence of any fact or circumstance that may impair its ability to comply with all of its obligations in terms of this Agreement;

13.9.1.5 it is entering into this Agreement as principal (and not as agent or in any other capacity);

13.9.1.6 the natural person who signs and executes this Agreement on its behalf is validly and duly authorised to do so;

13.9.1.7 no other party is acting as a fiduciary for it; and

13.9.1.8 it is not relying upon any statement or representation by or on behalf of any other Party, except those expressly set forth in this Agreement.

13.9.2 Each of the representations and warranties given by the Parties in terms of clause 13.9.1 above shall:

- a. be a separate warranty and will in no way be limited or restricted by inference from the terms of any other warranty or by any other words in this Agreement; and
- b. continue and remain in force notwithstanding the completion of any or all the transactions contemplated in this Agreement.

13.9.3 A Party must, if requested by the other Party, furnish to the latter

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sufficient evidence of the authority of a person who takes any action or executes any documents under this Agreement on behalf of the Party so requested.

#### 14 CONFLICT OF INTEREST

The Service Provider shall at all times during the execution of the assignment use its best endeavours to ensure that no action is taken by it or its personnel, agents or sub-contractors which may result in or give rise to the existence of conditions which are prejudicial to or in conflict with the best interests of the client.

#### 15 INDEMNIFICATION

To the fullest extent permitted by law, the Service Provider shall indemnify and hold harmless ATNS and its officers, agents and employees from and against any and all claims, actions, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by, or for which liability may be asserted against, ATNS or any of its officers, agents or employees arising out of any activities undertaken by, for, or on behalf of ATNS in the execution or implementation of this Agreement, including, but not limited to, the performance of any contract or obligation directly or indirectly related to the project. Such obligation shall not be construed to negate or abridge any other obligation of indemnification running to ATNS which would otherwise exist.

#### 16 DOMICILIA AND NOTICES

16.1 For all purposes arising from or in connection with this Agreement, The Parties hereby choose as their ***domicilium citandi et executandi*** for all purposes under this Agreement whether in respect or court process, notices or other documents of communications of whatever nature, set out in **Annexure "A"** (Contract Data) hereto.

16.2 Either Party may change its *domicilium* or its address for the purposes of notices to any other physical address or telefax number by written notice to the

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other Party to that effect, provided that such *domicilium* must be a physical address within South Africa. Such change of address will be effective 7 (seven) business days after receipt of the notice of the change.

16.3 All notices to be given in terms of this Agreement will be given in writing and will:

16.3.1 be delivered by hand or sent by telefax, and by way of email;

16.3.2 if delivered by hand during business hours, be presumed to have been received on the date of delivery. Any notice delivered after business hours or on a day which is not a business day will be presumed to have been received on the following business day; and

16.3.3 if sent by telefax or email during business hours, be presumed to have been received on the date of successful transmission of the telefax. Any telefax or email sent after business hours or on a day which is not a business day will be presumed to have been received on the following business day.

16.4 Notwithstanding the above, any notice given in writing, and actually received by the Party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause 16.

16.5 All notices contemplated under this Agreement must be delivered by hand or sent by prepaid registered post, in which latter event a notice will be deemed to have been received by the addressee(s) seven (7) days after the proven date of posting.

## 17 SPECIAL CONDITIONS

17.1 It is specifically agreed between the Parties that before any payment is made, ATNS reserves the right to verify and satisfy itself that the work has been satisfactorily completed and that the Service Provider's tax affairs are in order.

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## 18 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the applicable laws of South Africa.

## 19 CONFIDENTIAL INFORMATION AND NON-DISCLOSURE

- 19.1 From time to time during the duration of this Agreement, Confidential Information may be given by ATNS (**“the Disclosing Party”**) to the Service Provider (**“Receiving Party”**).
- 19.2 The Receiving Party will treat and keep all Confidential Information as secret and confidential and will not, without the Disclosing Party’s written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 19.3 The Receiving Party will only use the Confidential Information for the sole purpose of complying with its obligations under this Agreement.
- 19.4 Notwithstanding clause **19.1** (Confidential Information) the Receiving Party may disclose Confidential Information:
- 19.4.1 to those of its agents who strictly need to know the Confidential Information for the sole purpose set out in clause **19.3** (Confidential Information) provided that the Receiving Party shall ensure that such agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party on the same terms as contained in this Agreement. The Receiving Party shall at all times remain liable for any actions of such agents that would constitute a breach of this Agreement; or

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19.4.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 19.5 (Confidential Information) below.

19.5 If the Receiving Party is required to disclose any Confidential Information in accordance with clause **19.4.1** (Confidential Information) above, it shall promptly notify the Disclosing Party so that the Disclosing Party may have an opportunity to prevent the disclosure through appropriate legal means and the Receiving Party shall co-operate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

19.6 The contents and the existence and the scope of this Agreement are Confidential Information.

19.7 If any Confidential Information is copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and, if requested by the Disclosing Party, take such steps (including the institution of legal proceedings) as shall be necessary to remedy (if capable of remedy) the default and/or to prevent further unauthorised copying, disclosure or use.

19.8 Notwithstanding whether the Receiving Party uses the Confidential Information in accordance with this Agreement or not (including modifying or amending the Confidential Information), all Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights of the Disclosing Party (or its agents), including Intellectual Property rights, over the Confidential Information whatsoever beyond those contained in this Agreement.

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- 19.9 Use by the Receiving Party of any Confidential Information in accordance with the terms of this Agreement will not infringe the Intellectual Property of any other person and no notification of any actual or potential claim alleging such infringement has been received by the Disclosing Party.
- 19.10 The Receiving Party agrees to ensure proper and secure storage of all Confidential Information and any copies thereof to at least the same standard as the Receiving Party keeps its own Confidential Information. The Receiving Party shall not make any copies or reproduce in any form any Confidential Information except for the purpose of disclosure as permitted in accordance with this Agreement.
- 19.11 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information received and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 19.12 Without prejudice to any other rights or remedies of the Disclosing Party, the Receiving Party acknowledges and agrees that damages would not be an adequate remedy for any breach by it of the provisions of this clause **19** (Confidential Information) and that the Disclosing Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the Receiving Party or its agents, and no proof of special damages shall be necessary for the enforcement of the rights under this clause **19** (Confidential Information).

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19.13 The Receiving Party recognises and acknowledges that the Confidential Information is of a special, unique and extraordinary character to the Disclosing Party and the System and the disclosure, misappropriation or unauthorised use of such Confidential Information by the Receiving Party cannot be fully compensated and that, further, any such disclosure, misappropriation or unauthorised use of the Confidential Information shall cause irreparable injury to the Disclosing Party and/or the System. The Receiving Party expressly agrees, therefore, that the Disclosing Party, in addition to any rights and remedies it may have under this Agreement or at law or in equity, shall be entitled to seek injunctive and other equitable relief to prevent the breach, or the further breach, of any of the provisions of this Agreement. The Receiving Party agrees to reimburse the Disclosing Party for any and all losses, liabilities, damages, costs, opportunity costs, and direct or indirect expenses (including reasonable attorney's fees, profit opportunity returns foregone and any court costs) incurred by the Disclosing Party as a result of any *prima facie* breach of this Agreement by the Receiving Party.

19.14 Notwithstanding whether or not this Agreement is renewed, the Receiving Party shall maintain the Confidential Information in confidence with the terms of this Agreement for a period of five (5) years from the date of disclosure.

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## 20 ANTI-BRIBERY AND ANTI-CORRUPTION

- 20.1 The Parties represents that neither Party or its subsidiary, nor any of their respective directors, officers, agents, or employees acting on behalf of either party or any Subsidiary, has taken any action that will or would be in breach of any applicable laws for the prevention of fraud, bribery, corruption, racketeering, money laundering or terrorism, including but not limited to the Constitution of the Republic of South Africa (1996), the Competition Act (1998), the Prevention and Combatting of Corrupt Activities Act (2004), the Protected Disclosures Act (2000), the Public Finance Management Act (1999) and Regulations, the Companies Act (2008) and Regulations and, including international anti-corruption treaties and regional conventions that set out obligations to fight corruption, such as the United Nations Convention Against Corruption, the African Union Convention Against Corruption, the SADC Protocol against Corruption and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (“**Anti-Bribery Laws**”).
- 20.2 Each Party represents that performance under this Agreement will be made in compliance with the Anti-Bribery Laws.
- 20.3 Each Party warrants that it and its Affiliates have not made, offered, solicited or accepted an advantage or authorised and will not make, offer, or authorise with respect to the matters which are the subject of this Agreement, any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any officer or employee of the other Party or any public official (i.e., any person holding a legislative, administrative or judicial office, including any person employed by or acting on behalf of a public agency, a public enterprise or a public international organisation) or any political party or political party official or candidate for office, where such payment, gift, promise or advantage would violate the applicable Anti-Bribery Laws.

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- 20.4 Neither Party shall make any unofficial payment to an employee of the other party to speed up an administrative process where the outcome is already pre-determined (facilitation payment) in the performance of its obligations in terms of this Agreement.
- 20.5 Each Party agrees to maintain adequate internal controls and to keep accurate and complete records that support the payments due and all transactions under this Agreement.
- 20.6 Each Party represents that, to the best of its knowledge and belief, and save as disclosed to the other Party, neither it nor any of its personnel have been investigated (or is being investigated or is subject to a pending or threatened investigation) or is involved in an investigation (as a witness or suspect) in relation to any breach of the Anti-Bribery Laws by any law enforcement, regulatory or other governmental agency or any customer or supplier; or has admitted to; or been found by a court in any jurisdiction to have engaged in, any breach of the Anti-Bribery Laws, or been debarred from bidding for any contract or business; or are public officials or persons who might otherwise reasonably be considered likely to assert a corrupt or illegal influence on behalf of the company. Each Party agrees that if, at any time, it becomes aware that any of the representations set out in this clause are no longer correct, it will notify the other Party of this immediately in writing.
- 20.7 Each Party (the "**Indemnifying Party**") shall be liable for and shall indemnify, defend and hold the other (the "**Indemnified Party**") harmless to the maximum extent provided in law from and against any claims, losses, costs, fees, payment of interest, fines or other liabilities incurred in connection with or arising from the investigation of, or defence against, any litigation or other judicial, administrative, or other legal proceedings brought against the Indemnified Party by a regulator or governmental enforcement agency as a result of acts or omissions by the Indemnifying Party or its Affiliates, subcontractors or agents in violation of, or alleged to be in violation of, the Anti-Bribery Laws.

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- 20.8 Any breach of, or failure to comply with, the provisions of this clause shall be deemed material and shall entitle the non-breaching party to terminate the Agreement forthwith.
- 20.9 The indemnity contained in this clause shall survive the termination of the Agreement.
- 20.10 Unless otherwise provided for in this Agreement, no Party shall have the right to represent or make decisions on behalf of the other Party.
- 20.11 Unless otherwise provided for in the Agreement, no Party shall have the right to interact with government officials with respect to the matters which are the subject of this Agreement without the written consent of the other Party.
- 20.12 Each Party may request that the other Party provide a certification to the effect that neither it nor any of its Affiliates, directors, officers, agents or other representatives acting on its behalf in connection with the performance under the Agreement have engaged in any transaction or activity in violation of these Anti-Bribery Laws. Upon request a Party shall deliver such certification within 10 business days.
- 20.13 Each Party agrees to perform its obligations under this Agreement in accordance with the applicable anti-bribery and anti-corruption laws of the territory in which such Party conducts business with the other Party as set forth herein. Each Party shall be entitled to exercise its termination right, under and in accordance with the terms of this Agreement, to terminate this Agreement immediately on written notice to the other Party, if the other Party fails to perform its material obligations.
- 20.14 Each Party agrees that, in connection with this Agreement and the Projects, they will each, (and will procure that their respective officers, employees, agents and any other persons who perform services for them or on their behalf in connection with this Agreement will:
- 20.14.1 not commit any act or omission which causes or could cause the other

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Party to breach, or commit an offence under, any laws relating to anti-bribery and/or anti-corruption;

20.14.2 keep accurate and up to date records showing all payments made and received and all other advantages given and received in connection with this Agreement and the steps taken to comply with this **Clause 20**, and permit the other Party to inspect those records as reasonably required;

20.14.3 promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received in connection with the performance of this Agreement.

20.15 Each Party shall be solely responsible for the observance and performance of the relevant requirements by each of its Affiliates or subcontractor and shall be directly liable to the other Party for any breach by its Affiliates or subcontractor. Notwithstanding the foregoing, each Affiliate and subcontractor shall be required to comply with the relevant requirements to the extent applicable to their respective performance of activities under this Agreement, including the place of such performance, and/or if required by the relevant requirements.

## 21 PROTECTION OF PERSONAL INFORMATION

21.1 Each of the Parties shall ensure that its employees, representatives and officers, comply with the provisions of the Protection of Personal Information Act, 2013 (“**POPIA**”) and all other applicable data protection laws and, without limitation to the foregoing, shall ensure the security and confidentiality of all Personal Information processed by that Party is in accordance with POPIA and all other applicable data protection laws.

21.2 The Service Provider must only process personal information of ATNS and Third Parties on behalf of ATNS, with ATNS’ knowledge or authorisation, treat such information which comes to their knowledge as confidential and must not disclose it unless required by law or in the course of the proper performance of the Service Provider’s duties. The Service Provider must comply with the

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responsible party's obligations in clause section 19 of POPIA.

21.3 Where the Service Provider, its agents, subcontractors, officers, directors, shareholders, representatives, or employees has/have access to any Personal Information held by ATNS for any reason in connection with this Agreement or is/are supplied with or otherwise provided with Personal Information by ATNS or on behalf of ATNS for any purpose, or are supplied with or otherwise provided with Personal Information relating to the Services, the Service Provider shall:

21.3.1 process such Personal Information only for purposes of performing its/their obligations under this Agreement and shall not otherwise modify, amend or alter the contents of such Personal Information or disclose or permit the disclosure of such Personal Information to any third party, unless specifically authorised to do so by ATNS or as required by law or any regulatory authority, and shall take all such steps as may be necessary to protect and safeguard such Personal Information;

21.3.2 without prejudice to the generality of the foregoing, ensure that appropriate, reasonable technical and organisational measures shall be taken by it/them to prevent:

21.3.2.1 the unauthorised or unlawful processing of such Personal Information; and

21.3.2.2 the accidental loss or destruction of, or damage to, such Personal Information; and

21.3.2.3 promptly notify ATNS when it becomes aware of any unauthorised, unlawful or dishonest conduct or activities, or any breach of the terms of this Agreement relating to Personal Information.

21.4 The Service Provider shall be liable for all claims, demands, actions, costs, expenses (including but not limited to reasonable legal costs and disbursements), fines, losses and damages arising from or incurred by reason of any wrongful processing of any Personal Information by the Service Provider

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(including its agents, subcontractors, officers, representatives or employees)  
for any breach of its obligations or warranties in terms of clause 13.9.

- 21.5 Both Parties will comply with their obligations under POPIA in relation to personal information for which they are the responsible party.
- 21.6 The Service Provider must notify ATNS immediately where there are reasonable grounds to believe that personal information has been accessed or acquired by any unauthorised person (Data Breach) and must assist the Company, at its own cost: a) with any investigation or notice to the Regulator or data subjects that ATNS may make in relation to a Data Breach; and b) in responding to any directions by the Regulator to publicise the Data Breach, including assisting ATNS to make public announcements if required.
- 21.7 The Service Provider indemnifies ATNS against any civil or criminal action or administrative fine or other penalty or loss as a result of the Service Provider's breach of this clause.

**IN WITNESS WHEREOF**, the Parties have duly executed this document as of the date first written below.

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**THUS DONE** and **SIGNED** at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ **2026**.

**AS WITNESSES:**

1. \_\_\_\_\_

\_\_\_\_\_  
For and on behalf of **ATNS:**  
\_\_\_\_\_, in their  
capacity as \_\_\_\_\_.

**THUS DONE** and **SIGNED** at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ **2026**.

**AS WITNESSES:**

1. \_\_\_\_\_

\_\_\_\_\_  
For and on behalf of the **Service  
Provider:** \_\_\_\_\_  
in their capacity as  
\_\_\_\_\_.

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## ANNEXURE A – CONTRACT DATA

SERVICE PROVIDER'S DETAILS	
Service Provider's Name	
Service Provider's Registration Number	
Service Provider's Domicilium Details	<b>Physical address:</b>  <b>Postal address:</b>
	Telephone Number: Cellphone Number: Email Address:
	Attention:
Service Provider's VAT Registration Number	
Service Provider's B-BBEE Level/Status	Level
Tender / RFQ Reference Number	ATNS/TPG/RFP008/2025/2026/PHYSICAL SECURITY COMPONENTS
Service Provider's banking details	<b>Account name:</b> <b>Bank:</b> <b>Account number:</b> <b>Branch code:</b>
ATNS REPRESENTATIVE	
Position	
Name	
Tel	
Email	

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PROJECT SUPERVISOR (The Service Provider Shall Report All Operational Matters to)	
Position	
Name	
Tel	
Email	
MATERIAL DATES	
Effective Date	Signature Date
Termination Date	2 years and 8 months from Effective Date (18 months being for the supply, delivery and commissioning of the physical security components; and 12 months being for the warranty period.)
Agreement Period	2 years and 8 months from Effective Date (18 months being for the supply, delivery and commissioning of the physical security components; and 12 months being for the warranty period.)
ATNS DETAILS	
ATNS Domicilium Details	<b>Physical Address:</b> Eastgate Office Park Block C, South Boulevard Road Bruma 2198  <b>Postal Address:</b> Private Bag X15 Kempton Park 1620
	Telefax Number: +27 11 607 1000

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## ANNEXURE B- SERVICE SPECIFICATION FORM.

### 1 SCOPE OF WORK

1.1 ATNS appoints the Service Provider to supply, deliver and commission physical security components of the security enhancement program at ACSA ATSUs, non-ACSA ATSUs and CNS remote sites.

1.2 The physical security systems shall be deployed in the following regions:

1.2.1 Region 1 – Cape Town;

1.2.2 Region 2 – Bloemfontein;

1.2.3 Region 3 – Johannesburg;

1.2.4 Region 4 – Port Elizabeth / East London / George; and

1.2.5 Region 5 - KwaZulu-Natal.

**Table 1: Locations and Maintenance Centres**

Region	ACSA ATSU	Non-ACSA ATSU's	CNS Remote Sites
Johannesburg		Lanseria	Isando
		Wonderboom	Bapsfontein
		Germiston	Warden
		Mahikeng	Bapsfontein
		Polokwane	Devon
		Nelspruit	Donkerhoek
			Witbank
			Standerton
			Heidelberg
			Wakkerstroom
			Potgietersrus
			FAOR – JASP
			Mafikeng
			Pilanesberg
			Mahikeng
			Leeuwkop
			Nelspruit
Region	ACSA ATSU	Non-ACSA ATSU's	CNS Remote Sites
Bloemfontein	Bloemfontein		Bloemfontein (Tafelkop)
	Upington		De Aar
	Kimberley		Bloemfontein TX Site

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			Pofadder (Old Aggeneys)
Region	ACSA ATSU	Non-ACSA ATSU's	CNS Remote Sites
Port Elizabeth/East London/George	Port Elizabeth	Mthatha	George
	George		Potjiesberg
	East London		Frasers Camp
			Kidds Beach
			Mdantsane
			Amatola
			Jongilizwe
			Mcleantown
			East London
Region	ACSA ATSU	Non-ACSA ATSU's	CNS Remote Sites
KwaZulu-Natal	Durban	Pietermaritzburg	Greytown
		Virginia	King Shaka
		Richards Bay	Durban
			King Shaka
Region	ACSA ATSU	Non-ACSA ATSU's	CNS Remote Sites
Cape Town	Cape Town		Grayton
			Alexander Bay

- 1.3 The physical security systems shall be implemented without interfering with the operation of existing aviation equipment deployed on site.

## 2 GENERAL

- 2.1 The Services and goods provided by the Service Provider shall include but not limited to:

- 2.1.1 The procurement of the security systems;
- 2.1.2 The decommissioning of old/non-functional security systems;
- 2.1.3 The installation of the new security systems;
- 2.1.4 The commissioning of the newly installed security systems;
- 2.1.5 The disposal of the decommissioned security systems;

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2.1.6 Physical security which includes the supply, delivery and installation of measures such as:

- 2.1.6.1 Entrance door replacements;
- 2.1.6.2 Window tinting;
- 2.1.6.3 Security gates;
- 2.1.6.4 Burglar bars;
- 2.1.6.5 Perimeter fencing;
- 2.1.6.6 Perimeter gates;
- 2.1.6.7 Padlock protectors;
- 2.1.6.8 Sliding locks;
- 2.1.6.9 Vehicle gate and motor; and
- 2.1.6.10 Security signage.

## 2.2 Quantities

2.2.1 The project deployment shall be based on the following quantities:

**Table 2: Quantities per System**

System	Quantity (CNS sites)	Quantity (ATSU)
Shelter entrance door	3 Sites	-
Window tinting	-	2 Sites (quantity per site)
Door tinting	-	1 Site
Security gate	Quantity per site	Quantity per site
Burglar bars	Quantity per site	Quantity per site
Perimeter fencing	17 Sites	-
Perimeter gate	11 Sites	-
Padlock protector	4 Sites	-
Sliding locks	20 Locks	-
Vehicle gate and motor	2 Sites	-
Security signage	-	51 Signs

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## 2.3 Site Specific Requirements

### Appendix A: Site Specific Requirements

Region	Location	Site Name	Site Description	Requirements (Dimensions and distances are approximate) (Dimensions are in Height x Width)
<b>Non-ACSA ATSU's</b>				
Johannesburg	Lanseria	Lanseria Airport (FALA)	ATSU Building	Security Signage Brick wall mount 1X (900 X 600 mm)
	Wonderboom	Wonderboom (FAWB)	ATSU Building	Security Signage Brick wall mount 1X (900 X 600 mm)
	Germiston	Rand Airport (FAGM)	ATSU Building	Security Signage Brick wall mount 1X (900 X 600 mm)
	Mahikeng	Mahikeng Airport (FAMM)	ATSU Building	Security Signage Brick wall mount 1X (900 X 600 mm)
	Polokwane	Polokwane Airport (FAPP)	ATSU Building	Security Signage Brick wall mount 1X (900 X 600 mm)
	Nelspruit	Kruger Mpumalanga Airport (FAKN)	ATSU Building	Security Signage Brick wall mount 1X (900 X 600 mm)
Port Elizabeth/East London/George	Mthatha	Mthatha Airport (FAUT)	ATSU Building	Security Signage Brick wall mount 1X (900 X 600 mm)
Bloemfontein	Kimberley	Kimberley Airport (FAKM)	ATSU Building	Security Signage Brick wall mount 1X (900 X 600 mm)
KwaZulu-Natal	Pietermaritzburg	Pietermaritzburg Airport (FAPM)	ATSU Building	Security Signage Brick wall mount 2X (900 X 600 mm)
	Virginia	Virginia Airport (FAVG)	ATSU Building	Security Signage Brick wall mount 2X (900 X 600 mm)
	Richards Bay	Richards Bay Airport (FARB)	ATSU Building	Security Signage Brick wall mount 2X (900 X 600 mm)
Region	Location	Site Name	Site Description	Requirements (Dimensions and distances are approximate) (Dimensions are in Height x Width)
<b>ACSA ATSU's</b>				

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Bloemfontein	Bloemfontein	Bram Fisher Airport (FABL)	ATSU Building	Security Signage Dry wall mount 2X (900 X 600 mm)
Port Elizabeth/East London/George	George	George Airport (FAGG)	ATSU Building	Security Signage Brick wall mount 3X (900 X 600 mm)
	East London	King Phalo Airport (FAEL)	ATSU Building	Single Door Security Gate 1X (2020 x 770 mm) Security Gate 1X (1950 X 770 mm) Single Door Security Gate 1X (2000 x 780 mm) Single Door Security Gate 1X (2050 x 860 mm) Single Door Security Gate 1X (2020 x 1610 mm) Single Door Security Gate 1X (2580 x 840 mm) Single Door Security Gate 1X (2200 x 840 mm) 4X Burglar Bars (1970 x 850mm) 4X Burglar Bars (960 x 440mm) 4X Burglar Bars (1380 x 860mm) 6X Burglar Bars (910 x 440mm) 5X Burglar Bars (880 x 250mm) 5X Burglar Bars (1040 x 440mm) 5X Burglar Bars (1040 x 960mm) 5X Burglar Bars (1040 x 550mm) Security Signage Brick wall mount 7X (900 X 600 mm)
	Port Elizabeth	Chief Dawid Stuurman Airport (FAPE)	ATSU Building	Security Signage Brick wall mount 3X (900 X 600 mm)
	Upington	Upington Airport (FAUP)	ATSU Building	Security Signage Brick wall mount 1X (900 X 600 mm)
	Kimberley	Kimberley Airport (FAKM)	ATSU Building	Security Signage Brick wall mount 1X (900 X 600 mm)
Bloemfontein				

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Cape Town	Cape Town	Cape Town Airport (FACT)	ATSU Building	Security Signage Wooden door mount 4X (900 X 600 mm) Security Signage Shelter wall mount 14X (900 X 600 mm) Tinting window 3X (2350 x 1800 mm) Tinting window 2X (2100 x 1830 mm)
KwaZulu-Natal	Durban	King Shaka Airport (FALE)	ATSU Building	Security Signage Brick wall mount 4X (900 X 600 mm) Tinting window 4X (1200 x 900 mm) Tinting doors 2X (2032 x 813 mm)
Region	Location	Site Name	Site Description	Requirements (Dimensions and distances are approximate) (Dimensions are in Height x Width)
<b>CNS Remote Sites</b>				
Bloemfontein	Bloemfontein (Tafelkop)	Tafelkop Radar	Radar Brick Building	Fence (80m) Double swing type perimeter gate 2X (3000 x 2500 mm)
	De Aar	De Aar Radar	Radar Shelter	Fence (100m) Double swing type perimeter gate 2X (3000 x 2500 mm) Shelter entrance door (2300 x 1150 mm Aprox.)
	Bloemfontein TX Site	Bloemfontein Transmitter Site	VHF Brick Building	Fence (55m)
	Pofadder (Old Aggeneys)	Pofadder VHF	VHF Shelter	Fence (20m) Double swing type perimeter gate (3000 x 2500 mm)
	Port Elizabeth/East London/George	George Radar	Radar Brick Building	Fence (120m) Sliding type perimeter gate and motor (3000 x 2500 mm)
Cape Town	Grayton	Grayton site	N/A	Fence (160m) Double swing type perimeter gate (3000 x 2500 mm)
	Alexander Bay	Alexander Bay VHF	VHF Shelter	Double Door Security Gate (2000 x 1800 mm) 3X Burglar Bars (1200 x 4000mm)
	Potjiesberg	Potjiesberg VHF	VHF Shelter Radar Site	Shelter entrance door (2300 x 1150 mm Aprox.)

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Port Elizabeth/East London/George	Frasers Camp	Frasers Camp DME/DME	NAVAID Shelter	Sliding Barrel Bolt Straight Lock
	Kidds Beach	Kidds Beach DME/DME	NAVAID Shelter	Sliding Barrel Bolt Straight Lock
	Mdantsane	Mdantsane DME/DME	NAVAID Shelter	Sliding Barrel Bolt Straight Lock
	Amatola	Amatola DME/DME	NAVAID Shelter	Sliding Barrel Bolt Straight Lock
	Jongilizwe	Jongilizwe DME/DME	NAVAID Shelter	Sliding Barrel Bolt Straight Lock
	Mcleantown	Mcleantown DME/DME	NAVAID Shelter	Sliding Barrel Bolt Straight Lock
KwaZulu-Natal	East London	East London Radar	Radar Brick Building	Fence (300m) (3m High) Double swing type perimeter gate (3000 x 2500 mm)
	Greytown	Greytown DVOR	NAVAID Shelter	Sliding Barrel Bolt Straight Lock
	King Shaka	King Shaka Airside ARINC Site (SMR)	Other Shelter	Shelter entrance door (2300 x 1150 mm Aprox.)
	Durban	Bluff Radar	Radar Brick Building	Fence (100m) Double swing type perimeter gate (3500 x 2500 mm)
	King Shaka	King Shaka Radar	Radar Brick Building	Fence (80m) Double swing type perimeter gate (4200 x 2500 mm) Sliding Barrel Bolt Straight Lock
Johannesburg	Isando	Isando HF site	HF Brick Building	Sliding type perimeter gate and motor (3000 x 2500 mm) Padlock protector Sliding Barrel Bolt Straight Lock
	Bapsfontein	Bapsfontein HF Receiver Station	HF Brick Building	Sliding Barrel Bolt Straight Lock Padlock protector
	Warden	Warden VOR	NAVAID Shelter	Sliding Barrel Bolt Straight Lock
	Bapsfontein	Bapsfontein DME/DME	Brick Building	Sliding Barrel Bolt Straight Lock
	Devon	Devon DME/DME	NAVAID Shelter	Sliding Barrel Bolt Straight Lock
	Donkerhoek	Donkerhoek DME/DME	NAVAID Shelter	Sliding Barrel Bolt Straight Lock
	Witbank	Witbank DME/DME	NAVAID Brick Building	Sliding Barrel Bolt Straight Lock
	Standerton	Standerton DME/DME	NAVAID Shelter	Sliding Barrel Bolt Straight Lock
	Heidelberg	Heidelberg DME/DME	NAVAID Brick Building	Sliding Barrel Bolt Straight Lock
	Wakkerstroom	Wakkerstroom Radar	Radar Brick Building	Fence (120m) Double swing type

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			perimeter gate (4200 x 2500 mm)
Potgietersrus	Potgietersrus Radar	Radar Brick Building	Fence (100m) Double swing type perimeter gate (4200 x 2500 mm)
FAOR – JASP	FAOR – JASP Radar	Radar Brick Building	Fence (60m) Double swing type perimeter gate (4200 x 2500 mm) Sliding Barrel Bolt Straight Lock Padlock protector
Mafikeng	Mafikeng VDF	VDF Shelter	Fence (25m) Padlock protector Sliding Barrel Bolt Straight Lock
Pilanesberg	Pilanesberg - VHF	VHF Brick Building	Fence (40m) Double swing type perimeter gate (4200 x 2500 mm)
Mahikeng	Mahikeng VHF FRS	VHF Shelter	Fence (40m) Double swing type perimeter gate (4200 x 2500 mm) Sliding Barrel Bolt Straight Lock
Leeuwkop	Leeuwkop VHF	VHF Brick Building	Fence (20m)
Nelspruit	FAKN Radar	Radar Shelter	Fence (2.5m High) Double swing type perimeter gate (4200 x 2500 mm)

## 2.4 Warranty

2.4.1 The Service Provider shall provide ATNS with a 12 (twelve) months warranty on the goods and Services provided by the Service Provider to ATNS.

## 2.5 Power Supply

2.5.1 All equipment supplied by Service Provider shall operate from the standard South African utility power supply as defined below:

2.5.1.1 230 VAC, Tolerance:  $\pm 10\%$ ; and

2.5.1.2 Frequency: 50 Hz, Tolerance:  $\pm 5\%$ .

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## 2.6 Electrical Installation

- 2.6.1 Electric systems shall be provided by the Service Provider with a battery backup. The battery backup shall be able to keep the device operational for a minimum period of 6 (six) hours after a power failure.
- 2.6.2 A Certificate of Compliance (“**COC**”) shall be issued by the Service Provider to ATNS at each station where electrical work is done by the Service Provider.
- 2.6.3 All electrical works shall comply with the South African National Standards (“**SANS**”) 10142-1 The wiring of premises – Part 1: Low-voltage installations (Edition 3: 2020).

## 2.7 Installation Material

- 2.7.1 It is important to note that all dimensions are provided by ATNS as a guideline only and actual measurements shall be taken by the Service Provider to ensure that the installations fit the existing infrastructure.
- 2.7.2 Once the installation is completed, the actual quantities installed shall be audited and ATNS shall pay the Service Provider accordingly.

## 2.8 Environmental Conditions

- 2.8.1 The system and its auxiliary components shall operate continuously under the following environmental conditions without any degradation in performance.

**Table 3: Environmental Conditions**

Parameter	Value
<b>Outdoors</b>	
Temperature	-10° to +55°C
Relative Humidity	10% to 90% (non-condensing)
<b>Indoors</b>	

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Temperature	-5 °C to +35 °C
Relative Humidity	10% to 80% (non-condensing)
<b>Protection Rating</b>	
Ingress Protection (IP) Rating	IP65 (Except where indicated otherwise)
Mechanical impact protection rating	IK08

## 2.9 Decommissioning and Disposal

2.9.1 Existing systems that have been identified for replacement shall be decommissioned, uninstalled, disassembled and disposed of by the Service Provider in an environmentally friendly manner and in line with current South African environmental laws.

2.9.2 Waste shall be managed according to the ATNS waste management policies and there shall be adherence to the requirements of the National Waste Management Act No. 59 of 2008.

2.9.3 Records of disposals shall be kept at sites and also sent to the ATNS Environment & Sustainability Department.

## 2.10 System Lifespan

2.10.1 The design life of the security measures offered shall be at least 15 years.

# 3 PHYSICAL SECURITY REQUIREMENTS

## 3.1 Entrance Doors

### 3.1.1 Shelter Doors

3.1.1.1 Existing shelter entrance doors shall be removed and replaced with a new entrance door by the Service Provider.

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- 3.1.1.2 The shelter entrance door shall be constructed by the Service Provider to be at least 80 millimetres (“mm”) thickness expanded polystyrene with a minimum 0.6 mm Chromadek type material inner skin and a minimum 2 mm hot dipped steel sheeting painted white on the outer skin.
- 3.1.1.3 The shelter entrance door shall be fitted with dust proof seals by the Service Provider.
- 3.1.1.4 The shelter entrance doors provided by the by the Service Provider shall be forced entry resistant.
- 3.1.1.5 The door shall be fitted with a minimum of two hinges by the Service Provider.
- 3.1.1.6 The shelter entrance door shall be supplied and installed complete with the required locking mechanism by the Service Provider.
- 3.1.1.7 ATNS recommends that the locking mechanism be a three (3)-way mechanism, that will secure the door at the bottom, centre and top.
- 3.1.1.8 If applicable, shelter doors shall be provided with padlock protection in compliance with the specifications under Appendix A in clause 2.3 above, Padlock Protector.
- 3.1.1.9 The shelter entrance door provided by the Service Provider shall be able to withstand the external environmental conditions.

## 3.2 Window Tinting

- 3.2.1 The tinting of windows and glass doors provided by the Service Provider shall enhance the security of ATNS’ facilities.

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- 3.2.2 The tinting provided by the Service Provider shall cater for a mirror effect, allowing one way viewing from the inside.
- 3.2.3 The tinting provided by the Service Provider shall enhance the shatter proof characteristics of the glass.
- 3.2.4 Tinting shall be provided on windows and doors by the Service Provider based on the details and dimensions included in Appendix A in clause 2.3 above.

### 3.3 Security Gates

- 3.3.1 Two sizes of security gates shall be provided by the Service Provider. The first size shall cover a standard single door, and the second size shall cover a double door.
- 3.3.2 The security gates which are provided by the Service Provider shall be constructed of an A-Grade steel.
- 3.3.3 The security gates which are provided by the Service Provider shall be hot dip galvanized.
- 3.3.4 The width of the security gates between vertical frames must be 100 mm or less.
- 3.3.5 The security gates which are provided by the Service Provider shall have an ultraviolet (“UV”) resistant coating.
- 3.3.6 The security gates which are provided by the Service Provider shall be securely mounted to the door frame or door opening by the Service Provider.
- 3.3.7 The Service Provider shall ensure that there is not any gap between the security gate and the door frame, whether a security gate frame is used or not.

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3.3.8 The security gates shall be supplied and installed complete with the required locking mechanism by the Service Provider.

3.3.9 The Service Provider shall ensure that the security gates shall be provided based on the dimensions included in Appendix A in clause 2.3 above.

### 3.4 Burglar Bars

3.4.1 The burglar bars which are provided by the Service Provider shall be constructed of an A-Grade steel.

3.4.2 The burglar bars which are provided by the Service Provider shall have a protective coating (E.g. galvanized).

3.4.3 The burglar bars which are provided by the Service Provider shall be installed on the inside of the windows.

3.4.4 The burglar bars which are provided by the Service Provider shall be securely mounted.

3.4.5 The Service Provider shall ensure that the burglar bars width between horizontal frames is 100 mm or less.

3.4.6 Burglar bars which are provided by the Service Provider shall be provided based on the details and dimensions included in Appendix A in clause 2.3 above.

### 3.5 Perimeter Fencing

3.5.1 The Service Provider shall provide high security fencing to ATNS.

3.5.2 The security fence which is provided by the Service Provider shall withstand any attempt to access the site illegally for a period of at least four (4) hours. This means getting through or over the fence.

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- 3.5.3 The fence design and installation provided by the Service Provider shall prevent removal of fence sections with standard tools.
- 3.5.4 The fence design provided by the Service Provider shall cater for coastal conditions with a high corrosive environment.
- 3.5.5 All openings that will result in water entrapment shall be closed by the Service Provider.
- 3.5.6 The installation provided by the Service Provider shall cater for an anti-tunnelling system, consisting of at least a 200 mm (wide) by 600mm (deep) concrete (15MPa) between posts.
- 3.5.7 If welding is required, all welding shall take place offsite.
- 3.5.8 If hot dip galvanizing is required, all manufacturing processes shall be completed prior to hot dip galvanizing.
- 3.5.9 The fence which is provided by the Service Provider shall cater for a height above ground of at least 2.4 meters, unless specifically stated otherwise in Appendix A in clause 2.3 above.
- 3.5.10 The fencing system which is provided by the Service Provider must be able to withstand a wind of 50 m/s.
- 3.5.11 Perimeter fencing shall be provided by the Service Provider based on the dimensions included in Appendix A in clause 2.3 above.

### 3.6 Perimeter Gate

- 3.6.1 The perimeter gates which are provided by the Service Provider shall have the same high security requirements as the perimeter fence.

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- 3.6.2 The perimeter gates which are provided by the Service Provider shall be manufactured from either S275JR or S355JR grade steel depending on the design requirements. The use of alternative steel grades must be accepted by ATNS in writing.
- 3.6.3 If hot dip galvanizing is required, all manufacturing processes shall be completed prior to hot dip galvanizing by the Service Provider.
- 3.6.4 Hot dip galvanization shall be done by the Service Provider in accordance with SANS 121.
- 3.6.5 If welding is required, the Service Provider shall ensure that all welding takes place offsite.
- 3.6.6 The perimeter gates which are provided by the Service Provider shall cater for a height above ground of at least 2.4 meters.
- 3.6.7 The perimeter gates which are provided by the Service Provider shall be fitted with a locking mechanism that are of high security and vandal proof (E.g. Protect lock from being cut with bolt cutter, etc.).
- 3.6.8 The motorized gates which are provided by the Service Provider shall be earthed in the open and closed position. All earthing connection points shall form part of the pillar.
- 3.6.9 Perimeter gates which are provided by the Service Provider shall be provided based on the details and dimensions included in Appendix A in clause 2.3 above.

### 3.7 Sliding Gates

- 3.7.1 The perimeter gates which are provided by the Service Provider shall use a sliding opening mechanism, where applicable.

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3.7.2 The runner and wheels of the sliding gates which are provided by the Service Provider shall allow for easy operation (Minimum wheel size of 100 mm is recommended).

3.7.3 Sweepers shall be included on sliding gates by the Service Provider.

3.7.4 All sliding gate installations provided by the Service Provider must still be motorization ready.

3.7.5 The perimeter gate gear track shall be made of steel.

### 3.8 Isando Gate Requirements

3.8.1 The Isando perimeter gate which is provided by the Service Provider shall be supplied with a gate motor.

3.8.2 The Isando gate motor which is provided by the Service Provider shall be suitable to the size and weight of the perimeter gate.

3.8.3 The Isando perimeter gate motor which is provided by the Service Provider shall be programmable to allow the addition and removal of access gate remote.

3.8.4 The Isando perimeter gate motor which is provided by the Service Provider shall be supplied with five (5) pre-programmed gate remotes.

### 3.9 Padlock Protector

3.9.1 The padlock protectors which are provided by the Service Provider shall be installed to protect the padlock from being damaged.

3.9.2 The padlock protectors which are provided by the Service Provider shall only allow space for access to open and close the padlock with a key.

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3.9.3 The padlock protectors which are provided by the Service Provider shall cover the padlock on all sides, only allowing key access from the bottom for maximum padlock protection.

3.9.4 The padlock protectors which are provided by the Service Provider shall be manufactured from stainless steel.

3.9.5 The design of the padlock protectors which are provided by the Service Provider shall cater for coastal conditions with a high corrosive environment.

### 3.10 Sliding Barrel Bolt Straight Lock

3.10.1 The sliding lock which is provided by the Service Provider shall be manufactured from stainless steel.

3.10.2 The sliding lock which is provided by the Service Provider shall be surface mounted by the Service Provider.

3.10.3 The sliding lock which is provided by the Service Provider shall be a manual lock that is easily lockable and only opened from the inside of the building/container.

3.10.4 The sliding lock which is provided by the Service Provider shall secure the door in a closed position.

3.10.5 The sliding lock which is provided by the Service Provider shall be able to withstand the outside pushing and pulling force without bending or breaking the catch plate.

3.10.6 An industrial type sliding lock shall be provided by the Service Provider.

The sliding barrel bolt straight lock, also known as a flush bolt or a slide bolt is referred to as a sliding lock within this specification.

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### 3.11 Security Signage

3.11.1 Security signage which is provided by the Service Provider shall be provided by the Service Provider at each of the ATSU's to inform visitors that the building is under CCTV surveillance.

3.11.2 The security signage which is provided by the Service Provider shall be made of aluminium and all screws or bolts used to mount the sign shall be resistant to corrosion.

3.11.3 The quantity of and dimensions of the signs required are included in Appendix A in clause 2.3 above.

3.11.4 Below is an example of what the sign should look like.

**Figure 1: Example of security signage required.**



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## 4 PROJECT MANAGEMENT PLAN

### 4.1 Draft Plans

4.1.1 The project management plan (“**PMP**”) which shall be provided by the Service Provider shall encompass plans that shall be refined as and when necessary, during the execution of the Agreement.

4.1.2 These aspects/plans of the PMP shall include but not be limited to the following:

- 4.1.2.1 Project management;
- 4.1.2.2 Resource management;
- 4.1.2.3 Risk management;
- 4.1.2.4 Quality management;
- 4.1.2.5 Installation, transitioning and commissioning; and
- 4.1.2.6 Environmental Management Programme

### 4.2 Project Management

#### 4.2.1 Project Overview

4.2.1.1 The PMP which is provided by the Service Provider shall provide a Project overview that shall clearly define the Project scope and overview. The deliverables of the Project shall be documented as part of the Project overview.

#### 4.2.2 Project Schedule

4.2.2.1 The PMP which is provided by the Service Provider shall incorporate a Work Breakdown Structure (“**WBS**”) and Master Project Schedule (“**Gantt Chart**”).

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4.2.2.2 The WB) shall illustrate the breakdown of the Project scope into activities that can be managed, monitored and measured in terms of duration, cost and resources.

4.2.2.3 The Master Project Schedule shall include all Project activities needed to be undertaken for the successful completion of the Project scope of works and shall also include the WBS.

#### 4.2.3 Resource Management

4.2.3.1 The PMP which is provided by the Service Provider shall capture the Project organization with associated responsibilities for each team member of the Service Provider.

4.2.3.2 The Service Provider shall employ a qualified and experienced Project team with clearly defined roles and responsibilities for carrying out the Project tasks.

#### 4.2.4 Risk Management

4.2.4.1 A risk management plan that outlines how Project-related risks will be identified, assessed and mitigated shall be provided by the Service Provider. The risk management plan shall further articulate the assessment methodology to be used in quantifying risk ratings attached to each identified risk.

#### 4.2.5 Quality Assurance and Acceptance

4.2.5.1 The quality management plan which shall be provided by the Service Provider shall detail how quality will be controlled, assured and maintained throughout the lifecycle of the Project. Furthermore, the quality management plan shall include the quality assurance policy, procedures and relevant accreditations held by the Service Provider.

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4.2.5.2 The quality management plan which shall be provided by the Service Provider shall state the quality assurance activities that will be performed by the Service Provider.

#### 4.2.6 Installation, Transitioning and Commissioning

4.2.6.1 The installation, transitioning and commissioning (“**ITC**”) plan provided by the Service Provider shall detail how the installation, transitioning and commissioning of the systems will be performed to meet the Project's technical, operational, contractual and performance requirements. Furthermore, this ITC plan shall include an acceptance matrix, which identifies all deliverables, and the methods of testing proposed to demonstrate compliance.

4.2.6.2 All configuration and integration management activities (regarding hardware, software and documentation version changes) shall be included and shall meet the Project's technical, operational, contractual and performance requirements.

#### 4.2.7 Environmental Management Programme

4.2.7.1 The Environmental Management Programme (“**EMPr**”) which is based on identified activities may have potential or actual environmental impacts before the commencement of work in accordance with the National Environmental Management Act No. 107 of 1998, as amended or replaced from time to time, and associated environmental legislation as well as ATNS’ environmental specifications. The EMPr shall address, without limitations, the following:

- a. Energy efficiency pertaining to all aspects of the Project;
  - b. The use of environmentally sustainable materials and products;
- and

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c. Waste management.

## 5 SYSTEMS ENGINEERING

5.1 The system engineering plan which shall be provided by the Service Provider shall be in accordance with Institute of Electrical and Electronics Engineers (“IEEE”) standard 1220-2005 Annex B, where applicable, for the design, manufacture, integration, and testing of the overall system. The system definition shall show details on at least the following, where applicable:

- 5.1.1 System concept;
- 5.1.2 Identified risks;
- 5.1.3 Initial Project and technical plans;
- 5.1.4 Risk management;
- 5.1.5 Every single identified sub-system;
- 5.1.6 Every single identified interface;
- 5.1.7 Every single potential Third Party service provider;
- 5.1.8 Complete system and product specifications including software specifications;
- 5.1.9 Complete interface specifications;
- 5.1.10 Complete interface specifications with Third Party service providers;
- 5.1.11 Human/system interfaces;
- 5.1.12 Support issues, if any;
- 5.1.13 Identified training issues, if any;
- 5.1.14 Human resources issues, if any;
- 5.1.15 Data flows with and within the system;
- 5.1.16 Identified baselines and proposals for the management thereof;
- 5.1.17 Proposed operational, technical and system reviews; and
- 5.1.18 Configuration management.

## 6 LOGISTIC REQUIREMENTS

6.1 The following logistic support requirements and deliverables shall be addressed:

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#### 6.1.1 Warranty

6.1.1.1 The warranty period for the equipment provided by the Service Provider to ATNS shall be at least for a period of twelve (12) months.

#### 6.1.2 Spares

6.1.2.1 The recommended spares and quantities that should be kept by ATNS shall be specified and included in the proposal.



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## **ANNEXURE C - PRICING SCHEDULE**

The Service Provider shall provide goods and/or Services to ATNS at a total Purchase Price of \_\_\_\_\_ (including VAT) for the Agreement Period, which shall be made up as follows:



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