



TOTAL FACILITIES MANAGEMENT FRAMEWORK AGREEMENT

ENTERED INTO BY AND BETWEEN

THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED

AND

[INSERT NAME OF THE SERVICE PROVIDER]

TASK ORDER CONTRACT

This TASK ORDER CONTRACT is dated: **[INSERT DATE]**

1. BACKGROUND	
[Insert]	

2. PARTIES		
1.1.	Employer	DEVELOPMENT BANK OF SOUTHERN AFRICA LTD
1.2.	Service Provider	[Insert]

3. AGREED TERMS		
ITEM	TERM	CONTRACT DATA
3.1.	Task Order no.	[Insert]
3.2.	Service Manager Details	[Insert]
3.3.	Facilities	[Insert]
3.4.	Commencement Date	[Insert]
3.5.	Term and renewal	[Insert]
3.6.	Scope of the Service	[Insert]
3.7.	Programme	[Insert]
3.8.	Charges (Fees and Disbursements) and claim structure	[Insert]
3.9.	Local Content	[Insert]
3.10.	Security	The Service Provider should provide a performance guarantee of 5-10% of the contract sum (incl. VAT). The percentage shall be subject to DBSA assessment per Task order.
3.11.	Responsibilities of the Service Provider	[Insert]

3.12.	Responsibilities of the Employer	. [Insert]
3.13.	Specific Insurance and deductibles	Public Liability Insurance . Workmanship Insurance
3.14.	Penalties	. [Insert]

4. ISSUING & RECEIPT OF TASK ORDER

Requested by IDD Programme	
Signature	
Name (Print)	[Insert]
Designation	[Insert]
Date	[Insert]

Recommended by IDD Programme	
Signature	
Name (Print)	[Insert]
Designation	[Insert]
Date	[Insert]

Noted by SCM	
Signature	
Name (Print)	[Insert]
Designation	[Insert]
Date	[Insert]

Approved by IDD Delegated Authority	
Signature	
Name (Print)	[Insert]
Designation	[Insert]
Date	[Insert]

Received and Accepted by Service Provider	
Signature	
Name (Print)	[Insert]
Designation	[Insert]
Date	[Insert]

The signed accepted Task Order Form must be emailed within eight (8) hours of receipt to: namesurname@dbsa.org

5. TASK ORDER CONTRACT Terms and Conditions

1. DEFINITIONS

The following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- 1.1. **"Certificate of Completion"** means the certificate issued by the Service Manager signifying that the services noted in the Work Contract order has been completed and approved.
- 1.2. **"Commencement Date"** means the date on Task Order Contract.
- 1.3. **"Task Order"** means the specific data, which together with these Conditions of Contract, Scope of Services and Charges collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract;
- 1.4. **"Task Order Contract Period"** is from Commencement Date for the period stated in the Contract Data;
- 1.5. **"Facilities"** means the land and buildings, detailed in the Scope of Services, and any additions, or omission thereto, made available by the Employer for the purposes of the Task Order Contract, on, under, over, in or through which the Services are to be rendered or carried out;
- 1.6. **"Month"** refers to the period commencing on a certain day of a month to the day preceding the corresponding day of the next month;
- 1.7. **"Parties"** means the Employer and the Service Provider;
- 1.8. **"Services"** means all the work to be performed by the Service Provider during the Task Order Contract Period in accordance with the Task Order Contract, as more fully set out in the Scope of Services, as amended from time to time by written agreement between the Parties;
- 1.9. **"Service Provider"** means the Tenderer, as named in the Task Order, whose offer has been accepted by or on behalf of the Employer and, where applicable, includes the Service Provider's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Employer, any assignee of the Service Provider or any change of joint venture members of the Service Providers at the date of this contract;
- 1.10. **"Service Manager"** means the representative of the Employer named as the Service Manager in the Contract Data. The Employer reserves the right to replace the said Service Manager, by written notice to the Service Provider, without the need to furnish reasons therefor;
- 1.11. **"Scope of Services"** refers to the documents which defines the Employer's objectives and requirements and specifications and any other requirements and constraints relating to the manner in which the Services must, or may, be provided or performed;

2. INTERPRETATION

- 2.1. In this Contract, except where the context otherwise requires:
 - 2.1.1. the interpretation terms noted in the Framework Agreement shall apply to this Schedule.
 - 2.1.2. should any discrepancies exist between this Schedule and the Framework Agreement, the framework agreement shall take precedent.

3. DURATION OF TASK ORDER CONTRACT

- 3.1. The rights and obligations of the Parties to this Contract shall commence on the Commencement Date. The Task Order Contract will commence on the Commencement Date and terminate on the expiry of the term, unless it is extended in terms of clause 3.2.
- 3.2. The terms or duration of the Contract may be extended as a result of bona fide negotiations between the Parties. No extension of term or duration of the Task Order Contract shall however be valid unless the terms and conditions of such extension has been reduced to writing and signed by the authorised representatives of both Parties.

4. RIGHTS AND OBLIGATIONS OF THE EMPLOYER

- 4.1. The Employer shall give access to or supply the Service Provider with:
 - 4.1.1. All relevant, available data and information required and requested by the Service Provider for the proper execution of the Services; and
 - 4.1.2. Such assistance as shall reasonably be required by the Service Provider for the execution of its duties under the Task Order Contract.

5. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

- 5.1. The Service Provider shall, in executing his obligations, comply with the Service Manager's written instructions on any matter relating to the Services.
- 5.2. The Service Provider shall take instructions only from the Service Manager or other persons authorised by the Service Manager in terms of Clause 6.
- 5.3. The Service Provider shall provide a list of all its subcontractor's including the subcontractor's BBBEE certificates within 30 days of the Task Order being accepted by the Service Provider.
- 5.4. The Service Provider shall not have the power of attorney or authority to enter into any contract, or to otherwise bind or incur liability on behalf of the Employer, save where prior written authorisation has been obtained from the Employer.
- 5.5. The Service Provider shall ensure that, its employees, agents, subcontractors and representatives have the relevant experience and capacity necessary for rendering of the Services with the reasonable degree of skill, care and diligence that may be expected of professionals providing services similar to the Services.
- 5.6. Should any member of the Service Provider's team, in the opinion of the Service Manager or occupants of the Facilities, misconduct himself or is incompetent or negligent in the delivery of the Services, or whose presence on the Facilities is otherwise considered by the Service Manager, or occupants of the Facilities, on reasonable grounds, to be undesirable, the Employer may, in writing and together with reasons therefor, request that such person be removed. Such person shall not again be employed on the Services without the prior written consent of the Employer.
- 5.7. The Service Provider undertakes to effect such removal, as referred to in 5.5 above, within a day of receipt of the Employer's written request.
- 5.8. The Service Provider shall ensure that reasonable levels of care and responsibility are exercised when

using items belonging to the Employer in the delivery of the Services.

- 5.9. During the ongoing provision of the Services the Service Provider shall at all times keep the Facilities clean and in a safe condition.
- 5.10. Notwithstanding anything herein contained to the contrary, it is specifically agreed that the appointment of the Service Provider shall not create an employment contract or relationship between the Parties and the Service Provider or his employees shall therefore not be entitled to any benefits to which the employees of the Employer may be entitled.

6. SERVICE MANAGER

- 6.1. The Service Manager shall administer the Contract on behalf of the Employer in accordance with the provisions of the Task Order Contract and Framework Agreement, but may not amend the contract or bind or otherwise incur any liability for the Employer in respect of the Services to be provided by the Service Provider, without first obtaining the Employer's prior written consent.
- 6.2. The Service Manager may delegate any of his powers and authority and may cancel such delegation, with prior written consent of the Employer and will notify the Service Provider accordingly.
- 6.3. Such delegation shall continue in force until the Service Manager notifies the Service Provider in writing that the delegation is terminated.
- 6.4. The Service Provider may at any time, prior to giving effect thereto, refer any written order or instruction of the Service Manager's delegate to the Service Manager who shall confirm, reverse or vary such order or instruction.

7. SECURITY CLEARANCE

- 7.1. Security Clearance is mandatory and the Service Provider, any of its subcontractors and all human resources utilized by the Service Provider undertake to undergo security clearance, for which purpose the necessary forms will be made available to the Service Provider at the relevant time by the Employer. The Service Provider accepts that if he or any of his human resources refuses to undergo the required security clearance, they will not be allowed on the Facilities to render the Services.
- 7.2. It is required that all persons engaged in the rendering of the Services shall be easily identifiable and where required, security cleared.
- 7.3. If there is any delay in the commencement of the service period due to obtaining security clearance, the delay event shall **not** attract any additional cost but only an extension to the time for completion.

8. AMBIGUITY IN DOCUMENTS

- 8.1. The several documents forming the Work Order Contract are to be taken as mutually explanatory of one another and any ambiguity in or discrepancy between them shall be explained and, if necessary, rectified by the Service Manager who shall thereupon issue to the Service Provider a written explanation giving details of the adjustments, if any, and a written instruction directing what Service, if any, is to be delivered. This does not result in a claim by the Service Provider.

9. INSURANCES

- 9.1. It is the responsibility of the Service Provider to assess his risks on this project and to ensure that he obtains and maintains the adequate insurances as required in terms of the law to cover such risks, but as a minimum should have public liability insurance of R5,000,000.00 (five million rand) for each event with no limit on the number of events.
- 9.2. The Service Provider will on an annual basis on the anniversary of the Commencement Date provide copies of all insurance contracts in respect of the Services to the Employer.
- 9.3. The Service Provider shall, which each task order issued to them, provide the DBSA with an on-demand performance and/or construction guarantee provided by a reputable bank or insurer for acceptance.

10. COMPLIANCE WITH LEGISLATION

- 10.1. This clause applies to legislation emanating from national and provincial government as well as that of any local authorities in whose area of jurisdiction the Facilities fall and which have a bearing on the delivery of the Services and Facilities under this Task Order Contract.
- 10.2. All the applicable Laws, which does not specifically allow discretion in respect of compliance by the Employer, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary and the Service Provider will notify the Service Manager that it cannot execute the instruction as it would result in a breach of the identified legislation by the Employer and/or Service Provider as required by clause 11.5.
- 10.3. Should any applicable legislation allow discretion in respect of compliance by the Employer it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the Service Provider by the Service Manager.
- 10.4. The Service Provider shall in the provision of the Services comply with the provisions of, and give all notices and pay all fees, taxes, levies and other charges required to be given or paid in terms of any legislation or imposed by any other body or person. The Service Provider hereby indemnifies the Employer against any liability for any breach of the provision of this clause.
- 10.5. It is the responsibility of the Service Provider to obtain the consents, permissions and/or permits, referred to in Clause 10.4, in the provision of the Services.
- 10.6. The Service Provider shall not have a claim against the Employer, and the Employer shall not be liable to refund the Service Provider for any of the fees, taxes, levies and other charges referred to in Clause 10.4.

11. REPORTING OF INCIDENTS

- 11.1. The Service Provider shall notify the Employer in writing of any incidents at the Facilities within 24 hours of becoming aware of the incident which resulted or could have resulted in damage to property or injury or death to persons.
- 11.2. The Service Provider shall verbally notify the Service Manager of any of the incidents referred to in immediately after the occurrence thereof.
- 11.3. The Service Provider shall follow up the verbal notification referred to in 11.2 with a detailed written

report on such incidents to the Service Manager and the Employer within the time frame indicated by the Service Manager, but in any event within 48 hours of the incident.

- 11.4. The written report referred to in 11.3 shall provide for all incidents, which resulted in or could have resulted in injury or death to persons or damage to property.
- 11.5. The Service Provider shall notify the Employer immediately, on becoming aware of the Task Order Contract requiring him to undertake anything that is illegal or impossible.

12. NUISANCE

- 12.1. The Service Provider shall deliver the Services in a manner that shall not cause unnecessary noise, nuisance, or hinder the normal activities in the Facilities.
- 12.2. The Service Provider hereby indemnifies the Employer against any liability arising out of the Service Provider's non-compliance with his obligations in terms of Clause 12.1.

13. MATERIALS, WORKMANSHIP AND EQUIPMENT

- 13.1. All Services delivered, and materials and workmanship shall comply with the requirements of this Task Order Contract, the manufacturer's specification; good industry practice and the Service Manager's written instructions and shall be suitable for the purpose intended.
- 13.2. The Service Provider shall, in accordance with the Scope of Services or if instructed by the Service Manager, carry out tests demonstrating the acceptability of the relevant Services provided, or the suitability of materials or equipment to be used.
- 13.3. The Service Provider shall provide all necessary assistance, labour, materials, testing equipment and instruments for the purpose of such tests to be performed by himself or, if so instructed by the Service Manager, for the purposes of tests to be performed by any other person.
- 13.4. All costs for tests carried out shall be deemed to be included in the Service Provider's prices
- 13.5. Copies of the reports on the tests referred to in Clause 13.2 shall be forwarded by the Service Provider to the Employer within 10 days of the tests being completed.

14. URGENT WORK

- 14.1. The Employer may, by itself or through another service provider, effect any remedial or other repair work which becomes necessary due to no act or omission on the part of the Service Provider.
- 14.2. If the remedial or repair work became necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives, the Service Provider shall effect such remedial or repair work at its own cost.
- 14.3. If the remedial or repair work is urgently necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives and the Service Provider refuses to or is not available or able to effect such remedial or repair work, the Employer may effect such remedial or repair work either by itself or through another service provider.
- 14.4. If the Employer effects the remedial or repair work in terms of 14.3, then the Employer may recover such costs, losses or damages from the Service Provider or by deducting the same from any amount

still due under this Task Order Contract.

15. INDEMNIFICATIONS

- 15.1. The Service Provider shall be liable for and hereby indemnifies the Employer against any liability, claim, demand, loss, cost, damage, action, suits or legal proceedings whether arising in common law or by statute consequent upon:
- 15.1.1. personal injuries to or the death of any person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by the rendering of the Services;
 - 15.1.2. loss of or damage to any movable or immovable or personal property or property contiguous to the Facilities whether belonging to or under the control of the Employer or any other body or person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by reason of the rendering of the Services;
 - 15.1.3. any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by the Employer.

16. VARIATIONS

- 16.1. The Employer may at any time during the Contract Period, vary the Services by way of additions, omissions, or substitutions through written instruction.
- 16.2. No variation by the Employer of whatever nature shall vitiate the Contract.
- 16.3. Any Services required by the Employer outside of the Services as referred to in the Scope of Services will be regarded as being identified projects and shall be dealt with under clause **Error! Reference source not found.** and shall be executed as a variation order.
- 16.4. The Service Provider shall inform the Employer of any instructions that are deemed to be Additional Services prior to such instructions being executed.
- 16.5. Additional Services will only be executed by the Service Provider after receipt by him of a written instruction from the Employer.
- 16.6. If no prior written authorisation, as required in the above clause, has been obtained, the Employer shall not reimburse the Service Provider for the Additional Services so executed, and the Service Provider agrees that it shall not have a claim for payment for such Additional Services.
- 16.7. The Additional Services will be valued at the rates in the Task Order and if no rate is applicable the Service Provider shall provide a written quotation for such Services to the Employer and only on acceptance of the quote render the Additional Services.

17. SUSPENSION OF THE SERVICES

- 17.1. The Service Provider shall, on the written order of the Employer, suspend the provision of the Services or any part thereof for such time or times and in such manner as the Service Manager shall order and shall, during such suspension, properly protect the Services so far as is necessary.
- 17.2. If the Service Provider is instructed in writing by the Service Manager to suspend any or all of the

Services, the Service Provider shall re-schedule the relevant Services. For the duration of such suspension all penalties applicable to that Service will be waived. Should the Service Provider suffer any additional costs resulting from such suspension, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider shall prove his claim and that he has taken all reasonable steps to mitigate the additional costs.

- 17.3. If the Service Provider is unable to render any of the Services for any reason other than an instruction by the Employer to suspend the Services in terms of clause 17.1, the Employer shall not be liable for any claim of whatever nature, including a claim for costs, by the Service Provider.

18. PENALTY FOR NON-PERFORMANCE

- 18.1. The Service Provider shall be liable for a performance deduction, if the Service Provider in rendering any of the Services required under the Scope of Services, as amended from time to time,
- 18.1.1. delays in performing any of the Services;
 - 18.1.2. fails to perform any of the Services;
- 18.2. The performance deduction shall be calculated in accordance with the Penalty Valuation System outlined in the Project Specifications or the Performance Monitoring Tool attached as *Task Order Annexure A* hereto.
- 18.3. Should the Service Provider fail to complete the tasks within the contractual Direct time due to reasons beyond his control, consent should be obtained from the Employer within the contractual Direct time that the task should have been completed.
- 18.4. Services to the facilities are to take place within the programme as approved by the Employer as submitted by the Service Provider within the approved time frames. The Service Provider shall be paid for tasks completed.
- 18.5. Failure to complete the task as planned shall attract a penalty in terms of the Penalty Valuation System outlined in the Project Specifications. If the Service Provider fails to complete the tasks for reasons beyond his control, he should notify the Employer and indemnify himself against any liability he may be liable to.
- 18.6. The Service Provider shall not be liable for a performance deduction, if the Service Provider is unable to perform due to no fault of his own, his employees, agents or representatives.

19. RELEASE OF SECURITY

- 27.1 The performance guarantee will be released on the completion of the Task Order.

20. OVERPAYMENTS

- 20.1. If any overpayment of whatever nature is made to the Service Provider, the Service Provider shall be obliged to repay such amount to the Employer and the Employer shall be entitled to deduct such over payment from any amount due to the Service Provider, in respect of this Contract.
- 20.2. The Employer shall be entitled to claim interest on any and all overpayments made to the Service

Provider at the rate prescribed, from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.

21. COMPLETION

- 21.1. At the expiry of the Service Period the Service Manager shall furnish the Service Provider with a written list of Employer's Assets and Data handed over at commencement of the Contract and accumulated during the Task Order Contract Period.
- 21.2. At the expiry of the Task Order Contract Period, the Service Manager shall issue to the Service Provider a Certificate of Completion.
- 21.3. Upon the issue of a Certificate of Completion, unless otherwise provided in the Contract:
- 21.4. The Guarantee shall be returned, if applicable.
- 21.5. The final cash deposit or retention, whichever is applicable, shall be reduced to zero.

22. ASSIGNMENT

- 22.1. The rights and obligations of the Service Provider in terms of this Contract shall not be ceded, assigned, delegated, or otherwise transferred, by the Service Provider to any person outside of the Service Provider or between members of a joint venture or consortium or the membership or participants of the joint venture or consortium been changed by members added or released , save with the prior written consent of the Employer.
- 22.2. The Employer may, on written notice to the Service Provider, cede and delegate its rights and obligations under this agreement to a related party or a client of the Employer. The Service Provider may subcontract part (but not all) of the Services in the manner provided for and subject to the terms of this agreement. The Service Provider shall procure from the subcontractor all consents required in order to ensure that all the rights and obligations the Service Provider may have under the subcontract agreements can be ceded and delegated.
- 22.3. For the purpose hereof
 - 22.3.1. a "related party" means any entity that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with the Employer and includes any other "Organ of State" as defined in section 239 of the Constitution of the Republic of South Africa, 1996 and any entity or Organ of State for whom the Employer carries out the Services or acts as an implementing agent;
 - 22.3.2. "control" means the beneficial ownership of the majority in number of the issued equity of any entity (or the whole or majority of the entity's assets), and/or the right or ability to direct or otherwise control the entity or the votes attaching to the majority of the entity's equity and "controlled" or "under common control" shall have a similar meaning;
- 22.4. Each Party warrants that he is acting as a principal and not as an agent of an undisclosed principal. It is recorded that although the Employer acts as principal it is doing so as implementing agent of the client.

23. INDULGENCES

- 23.1. No extension of time, latitude or other indulgences which may be given or allowed by either Party to the other shall constitute a waiver or alteration of this Contract, or affect such Party's rights, or prevent such Party from strictly enforcing due compliance with each and every provision of this Contract.

24. OWNERSHIP AND PUBLICATION OF DOCUMENTS

- 24.1. The Employer will become the owner of the information, documents, advice, recommendations and reports collected, furnished and/or compiled by the Service Provider during the course of, and for the purposes of executing this Task Order Contract, all of which will be handed over to the Employer, unless otherwise stipulated in the Task Order Contract, within ten (10) days of request therefor, but in any event on the termination and/or cancellation of this Task Order Contract for whatever reason. The Service Provider relinquishes its retention or any other rights to which it may be entitled.
- 24.2. The copyright of all documents, recommendations and reports compiled by the Service Provider during the course of and for the purposes of finalising Services, and the Task Order Contract as a whole, will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, notification to or payment to the Service Provider.
- 24.3. The copyright of all electronic aids, software programmes etc. prepared or developed in terms of this Task Order Contract shall be vested in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Service Provider.
- 24.4. In case of the Service Provider providing documents or material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not be vested in the Employer. The Service Provider shall be required to indicate to which documents and/or materials this provision applies.
- 24.5. The Service Provider hereby indemnifies the Employer against any action or claim that may be instituted against the Employer and for any damages suffered or legal costs in respect of third party claims in respect of the infringement of any copyright or any other intellectual property right in connection with the work or Services outlined in this Work Contract.
- 24.6. All information, documents, recommendations, programmes and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Task Order Contract or after termination thereof without the prior written consent of the Employer.

25. STOPPAGE AND/OR TERMINATION OF CONTRACT

- 25.1. The Employer reserves the right to terminate this Task Order Contract or temporarily stop the Services, or any part thereof, at any stage of completion.
- 25.2. The Employer shall have the right to terminate this Task Order Contract without prejudice to any of its rights upon the occurrence of any of the following acts:
- 25.2.1. on breach of this Task Order Contract by the Service Provider;

- 25.2.2. on commencement of any action for the dissolution and/or liquidation of the Service Provider, except for purposes of an amalgamation or restructuring approved in advance by the Employer in writing;
- 25.2.3. if the Service Provider receives a court order to be placed under judicial management or to commence liquidation proceedings that is not withdrawn or struck out within five (5) days;
- 25.2.4. if the Service Provider informs the Employer that it intends to cease performing its obligations in terms of this Contract;
- 25.2.5. if the Service Provider informs the Employer that it is incapable of completing the Services as described; or
- 25.2.6. if in the opinion of the Employer the Service Provider acted dishonestly;
- 25.3. The Employer reserves the right to, even in the absence of breach or the events terminate this Contract at any time, by giving one (1) calendar month written notice to the Service Provider.
- 25.4. Further, the Contract shall be considered as having been terminated:
 - 25.4.1. where the Employer stops the Task Order Contract and instructions to resume or reinstate the Services are not issued within two(2) months of the instruction; or
 - 25.4.2. if instructions, necessary for the Service Provider to continue with the Services after a stoppage instruction, are not received from the Employer within three (3) months after such instructions were requested by the Service Provider.
- 25.5. Should the Task Order Contract between the Employer and the Service Provider, or any part thereof, be terminated by either of the Parties due to reasons not attributed to the Service Provider:
- 25.6. The Service Provider will be remunerated for the appropriate portion of the Services satisfactorily completed, calculated in accordance with the agreed rates.
- 25.7. Invoices for work done shall be submitted to the Employer within three (3) months after the termination of the Task Order Contract, failing which the Employer will not be obliged to pay same.
- 25.8. The Service Provider shall not be entitled to advance a right of retention or any similar right if this Task Order Contract is terminated and specifically agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the Task Order Contract as a whole.

6. CHARGES AND PAYMENT

Part A (TASK ORDER A)
Price schedule as per the scope of works for the Conditional Assessment
Description
Asset Verification (Asset Register) assessment
Developing a User Immovable Asset Management Plan (UIAMP) – Once-Off Cost
The development of a FM Service Plan and implementation over the full contract period – Once-Off
Development of Maintenance Plans including both planned and unplanned maintenance
Scheduled Services – Soft Services
Scheduled Maintenance – Hardcore / Technical Services
Development of a Minor Project Works schedule & costing – unplanned
Call Centre/ Help Desk Operations and Management (CAFM)

PART B1 - DIRECT COSTS

(TASK ORDER B)

Facilities Management
CAFM and Admin (Facilities Management software, include uploading of data)
Building services
Building fabric
External Façade
Access gates
Shop Fronts
Ramps and Staircases
Rainwater Goods
Interior Sitting benches and rubbish bins

PART B2 - INDIRECT COSTS

(TASK ORDER B)

Indirect costs forms part of the following:

Management fee for the Procurement and Management of subcontractors
Insurances & Guarantees
IT Infrastructure Operational Costs
Vehicles & Travel Expenses.
All general Offices / Overhead Expenses (related to internal operations).
Disbursements
Professional Service Providers (PSP) – Discipline Consultation

Roof Top wooden patio
Boundary Walls
Fencing
Road Markings
Handrails and Bumper rails
Sundries
Mortuary
Helipad
Louvres
Electrical/Electronic services
Electrical Services and Distribution - high tension electrical maintenance including COC (incl. DB board maintenance)
Low tension electrical maintenance including Lumeries, Theatre Lights and COC
Energy management
Standby generator
UPS
Access Control
Solar PV heating
Fixed TV Screens
Coffee machines
Public Address system and music system
Flood Lights
Alarm system
Security scanner
Electrical sockets & wiring
CCTV
Mechanical services
Air conditioning, Ducting, Supply and return air system (Incl Testing and balancing)

Preparation of monthly Performance Monitoring Report
Management and Implementation of Maintenance Plans.
Management of Maintenance Systems & Records.
Management of the works
General Maintenance of Call Centre and Offices
The contractor shall maintain and keep all his offices, temporary accommodation, ablutions, etc. clean and neat for the duration of the contract
Maintain Condition Related Information.
Compliance with Statutory Requirements & Client Rules and Regulations.
Compliance with Statutory Requirements & Client Rules and Regulations.
Compliance with OHS Act.
Annual building inspection
Annual building plan.
Portfolio Management plan.
Statutory Inspection.
Mobilisation Cost
Mobilisation Costs (A fixed one-off cost for all activities leading up to the services commencement date) such as:
Establishment of a Performance Monitoring System.
Establishment of a maintenance / services regime.

Self-Contained air-condition (including smoke vents, toilet extractor fans etc.)
Water cooling tower
Domestic Water tank
Ventilation and Exhaust systems
Chillers
Pumps
Drainage and Sewer Pumps
Lifts
Kitchen Equipment
Refrigeration
Boilers
Generators and Fuel (Diesel Tank)
Wet Services
Kitchen Equipment
Ablutions and Sanitary fittings
Portable water treatment
Boiler(s)
Bed Head Units
Fridges
Therapeutic pool
Geysers/ Hydroboil
Heat Pumps
Sump Pumps
Sewage
Storm water
Gas Storage and Distribution
Medical Gas
Fat Traps
Air dryers
Building Management System (BMS)

Establishment of a prioritised Preventative Maintenance & Life Cycle Replacement control plan.
Establishment of an Emergency Repair Plan.
Establishment of a Planned Maintenance Program.
Operation:
Establishment of necessary accommodation for contractors, including temporary storage, ablution facilities, etc (over and above the call centre)
Staff Recruitment / Mobilisation - Salaries.
Office Set-Up - Rental furniture etc.
IT Infrastructure Set-Up.
24 Hr/365 days Call centre Establishment (See detail requirements elsewhere) (Including all temporary arrangement to such a time that the call centre is fully operational. Including the de-establishment of all temporary structures)
Equipment.
Vehicles.
Uniforms.
Detailed Asset Survey / Facilities Audit.
As Built preparation - buildings, building services, site plans and infrastructure.
Taking over existing service contracts
Management of existing guarantees on installed items
Property Management
Space Planning and Interior design
Sundries

Water tanks incl. Water pumps
Fire protection / prevention
Fire protection, Detection and alarms (Fire hydrants; Fire Hose Reels; Fire Water Supply and Storage Tank; Portable Fire Extinguishers; Fire Sprinkler System; CO2 Gas Suppression System, Booster Pump, HFC 227a Gas Suppression System), Water Supply, Water Supply valves including testing
Smoke detection/PA System including testing
Fire Drill/Evacuations (including setup to OHS signages, evacuation doors for compliance)
Indoor air quality testing
Cleaning and related services
General Cleaning
Specialised Deep Cleaning
External Window cleaning
Hygiene Services
Pest control
Waste management / Compactors
Landscaping
Minor Work
Painting
HVAC Equipment parts replacement
Generator parts replacement
Globes
Waterproofing to roofs
Waterproofing to basement
Windows and sky light
Wallpaper
Ceilings & Cornices (incl. painted concrete ceilings)
Carpets

Any other costs, please attach a schedule detailing additional items priced for.
De Mobilisation Costs (A fixed one-off cost for all activities to demobilise at the end of the contract period) such as:
Management related items. Please attach a schedule detailing items priced for.
Operation:
Return all copies of information, data, manuals, drawings etc.
Return all keys and access tags etc.
Return all equipment belonging to DPW.
Operation related items. Please attach a schedule detailing items priced for.
Transition Period
Transition Period (A fixed once-off cost for all activities transferring information and skills after the contract period such as:
Management related items. Please attach a schedule detailing items priced for

External Façade Cleaning
Tiles/Vinyl floor and concrete floors
Glass Panes
Fencing
Draining of Water in basement
Sanitary fittings
Doors (Wooden and Aluminium)
Open Parking
Blinds
Dry Walls
Carpentry and Joinery
Roads
Boilers
Access Control
Security scanner
UPS parts replacement
Building Management System (BMS)
Portable water tanks/ boreholes
Water pumps
Sundries
Signage
Handy man services (24/7 services)
Lock Smith
Items not covered in Proposal
Any other costs - Please attach a schedule detailing additional items priced for.
Training
Allow an amount of R 1 500 000 (One Million Five Hundred Thousand Rands) for Training of Staff Members & Client officials of FM related training for 3 Years.
Allow 5% for the contingencies to be used as directed by the Implementing Agent and deducted in part or in whole if not required (Contingencies for any unforeseen FM related item)

7. DOMICILIUM CITANDI ET EXECUTANDI FOR NOTICES

The *Service Provider* chooses as its *domicilium citandi et executandi* for all purposes arising from this Agreement:

Address: [insert]
[insert]
[insert]
[insert]

Email: [insert]

Tel: [insert]

Fax: [insert]

The *DBSA* chooses as its *domicilium citandi et executandi* for all purposes arising from this Agreement:

Address: Office of the Group Executive: Infrastructure Delivery Division
The Development Bank of Southern Africa SOC Limited
1258 Lever Road
MIDRAND
1685

Email: [Insert]

Tel: (011) 313 3422

Fax: (011) 206 3422

Either party may change its *domicilium citandi et executandi* by means of a written notice to the other party, provided that such *domicilium* shall be a physical address within the Republic of South Africa.

All notices contemplated under this Agreement shall be delivered by hand or sent by pre-paid registered post, in which event such notice shall be deemed to have been received by the addressee 14 (fourteen) days after the proven date of posting.

8. SECURITY GUARANTEE

Pro-Forma Total Facilities Management Variable On Demand Performance Guarantee

To: The Development Bank of Southern Africa Limited

Dear Sirs

Reference No. [●] *[Drafting Note: Guarantor/Bank reference number to be inserted]*

Performance Bond: *[Drafting Note: Name of Service Provider to be inserted]*

Employer: Contract Reference - [●] *[Drafting Note: Contract reference number to be inserted]*

1. In this Guarantee

1.1 The following words and expressions have the following meanings:

- 1.1.1 "Guarantor" - means [●], [●] Branch, (Registration No. [●]); *[Drafting Note: Name of Guarantor to be inserted]* [□] **Financial Services Board Registration number**
- 1.1.2 "Guarantor's Address" - means [●]; *[Drafting Note: Guarantor's physical address to be inserted]*
- 1.1.3 "Contract" - means the written agreement entered into between the Employer and the Service Provider on or about [●] [●] 201[●] (Contract Reference No. [●]), as amended, varied, restated, novated or substituted from time to time; *[Drafting Note: signature date and Contract reference number to be inserted]*
- 1.1.4 "Service Provider" - means [●] a [●] registered in accordance with the laws of [●] with registration number [●]; *[Drafting Note: Name and details of Service Provider to be inserted]*
- 1.1.5 "Employer" - means The Development Bank of Southern Africa Limited, a juristic person in terms of section 2 of The Development Bank of Southern Africa Limited Act, 13 of 1979;
- 1.1.6 "Expiry Date" - means the [●] day of [●] *[Drafting Note: This date should align with the date of final completion]*;
- 1.1.7 "this Guarantee" - means this document;
- 1.1.8 "This Guaranteed Sum" – means this document;
- 1.1.9 "Guaranteed Sum" – means, subject to clause 4, the sum of [● - figure] ([● - words]) a maximum aggregate Guarantee amount (not exceeding 5% of the total of the Contract Sum).

- 1.2 Words or expressions capitalised shall bear the same meaning as assigned to them under the Contract albeit that the Contract itself, and any terms as defined therein, are merely referenced for convenience and not to create an accessory obligation.

2. At the instance of the Service Provider, the Guarantor hereby confirms that we hold the Guaranteed Sum at the disposal of the Employer, as security for the proper performance by the Service Provider of all of his obligations in terms of and arising from the Contract, and hereby irrevocably and unconditionally both agree and undertake to pay to the Employer, on written demand from the Employer envisaged in paragraph 3 below and received prior to the Expiry Date, any amount or amounts as may be so demanded from time to time, subject to a maximum of the Guaranteed Sum in the aggregate.
3. A demand for payment under this Guarantee shall be made in writing at the Guarantor's address or by email to the following email [.....insert..] and shall:
 - 3.1 state the amount claimed ("the Demand Amount");
 - 3.2 state that the Demand Amount is payable to the Employer in the circumstances contemplated in the Contract:
4. The Guaranteed Sum may be reduced from time to time upon receipt by the Guarantor of the Employer's written certificate certifying the amount of such reduction and the Service provider's entitlement thereto under the Contract.
5. Notwithstanding the reference herein to the Contract the Guarantor acknowledges that:
 - 5.1 the liability of the Guarantor in terms hereof is as principal and not as surety and the Guarantor's obligation/s to make payment:
 - 5.1.1 is and shall be absolute and unconditional in all circumstances; and
 - 5.1.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever;
 - 5.2 the Employer shall be entitled to arrange its affairs with the Service provider in any manner which it sees fit, without advising us and without affecting the Guarantor's liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Service provider or any variation under or to the Contract or termination of the Contract.
 - 5.3 should the Employer cede its rights against the Service provider to a third party where such cession is permitted under the Contract, then the Employer shall be entitled to cede to such third party the rights of the Employer under this Guarantee on written notification to the Guarantor of such cession.
6. The Guarantor's obligations in terms of this Guarantee:
 - 6.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
 - 6.2 shall not be discharged and compliance with any demand for payment received by the Guarantor in terms hereof shall not be delayed, by the fact that a dispute may exist between the Employer and the Service Provider.

7. This Guarantee:
- 7.1 shall expire on the Expiry Date until which time it is irrevocable;
- 7.2 is, save as provided for in 5.3 above, personal to the Employer and is neither negotiable nor transferable;
- 7.3 shall be returned to the Guarantor upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
- 7.4 shall be regarded as a liquid document for, firstly, the purpose of demonstrating and/or determining the amount due by the Guarantor to the Employer and, secondly, obtaining any court order; and
- 7.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
8. The Guarantor chooses the *domicilium citandi et executandi* for all purposes in connection with this Guarantee at the Guarantor's Address.

Signed at _____ **Date** _____

For and behalf of the Guarantor, which signatories by appending their signatures warrant that they are authorised to bind the Guarantor as above stated:

Guarantor Signatory 1: _____ **Guarantor Signatory 2:** _____

Name: _____ **Name:** _____

Capacity of Guarantor

Capacity of Guarantor

Signatory 1: _____ **Signatory 2:** _____

Witness: _____

Witness: _____

(Printed Name of Witness)

(Printed name of witness)

Guarantor's seal or stamp _____

9. PROJECT SPECIFICATIONS

The *Project Specification* document will be issued to the appointed bidder during the conclusion of the Task Order issued. The document will contain specifications of the site allocated to the appointed bidder. (Refer to *Task Order Annexure A* attached hereto for example reference).

[Insert]

10. DRAWINGS

The applicable *Drawings* to be issued to the appointed bidder by the Service Manager as required from time to time. The appointed bidder will maintain a register of all drawings received for document control purposes.

[Insert]

11. SITE LOCATION

The location of the site and the necessary map(s) will be issued to the appointed bidder by the Service Manager during the conclusion of Task Order issued.

[Insert]

12. EXISTING BUILDINGS

Buildings Occupied

The buildings referred to in no.12 (site location) are existing buildings and occupied and have limited access subject to compliance with security arrangements.

[Insert]