



**OPEN ADVERTISED BIDDING:  
FOR AIR-CONDITIONING MAINTENANCE  
SERVICES AT HEAD OFFICE**

**6 October 2021**



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## **A. Overview**

MauBank Ltd is seeking proposals from eligible and qualified bidders to provide maintenance services for all air-conditioning units installed at the MauBank Ltd Head Office Building, located at 25 Bank Street, Ebene Cybercity.

## **B. General Instruction to Bidders**

### **1. Bidder shall not have Conflict of Interest**

Bidders should mandatorily declare conflict of interest situations. Bidders found to be in a conflict of interest situation, and which has not been disclosed, shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in a bidding process if, including but not limited to; a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.

### **2. Fraud and Corruption**

MauBank Ltd will reject a proposal if it determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or obstructive practices in competing for the procurement in question.

- “Corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- “Fraudulent practice” is any act or omission, including a misinterpretation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- “Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the action of a party;
- “Obstructive practice” acts intended to materially impede the exercise of the Bank inspection and audit rights.

### **3. Eligible Bidders**

A Bidder that is under a declaration of ineligibility by the Government of Mauritius in accordance with applicable laws at the date of the deadline for bid submission or thereafter, shall be disqualified.



A Bidder who in the past failed to fulfill his contract with the Bank up to the level of our satisfaction shall be disqualified.

#### **4. Sections of Bidding Documents**

The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

#### **5. Amendment of Bidding Documents**

At any time prior to the deadline for submission of bids, MauBank Ltd may amend the Bidding Documents by issuing addendum. Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all those who have obtained the Bidding Documents. In situations where, open advertising bidding method has been adopted, the Bank shall publish addendums in newspaper and Bank's Website to ensure all bidders have the same information and understanding. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Bank may at its discretion extend the deadline for the submission of bids.

#### **6. Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and MauBank Ltd shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **7. Withdrawal, Substitution, and Modification of Bids**

No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity period.

The withdrawal, substitution or modification of a bid after the deadline for submission of bids has expired will result in forfeiture of the bid security amount (if any).

Bidder may withdraw its bid prior to the deadline for the submission of bids without forfeiting its bid security (If Any).



## **8. Confidentiality**

Bidders should not divulge, discuss or disclose to any third party the existence of this request response or any information contained therein, other than a third party or parties selected by your company to assist you in the preparation of your proposal. Such third parties should be bound equally by a confidentiality agreement. Failing to abide to the above will lead to automatic disqualification.

Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process.

## **9. Clarification of Bids**

To assist in the examination, evaluation, comparison and post-qualification of the bids, The Bank may at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by MauBank Ltd shall not be considered. The Bank's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors (if any) discovered in the Evaluation of the bids.

## **10. Correction of Arithmetic Errors**

Provided that the Bid is responsive, MauBank Ltd shall correct arithmetical errors on the following basis:

- if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

## **11. Late Bids**

MauBank Ltd shall not consider any bid that is received after the deadline and shall be declared late and rejected.

## **12. Right to accept or reject any /All Bids**

MauBank Ltd reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.



### 13. Mauritian Law

It is hereby agreed that all matters arising during the tendering exercise, shall be governed by the Laws of Mauritius, and it is agreed that both Bidder and Bank shall submit to the exclusive jurisdiction of the Courts of Mauritius.

## C. Bid Data Sheet

### 1. Bank Requirement

The Bank is seeking proposal for maintenance services for all air-conditioning units installed at its Head Office, located in Ebene.

### 2. Bank Premises and Service Coverage

#### 2.1 Air-Conditioning

LOCATION	MAKE	MODEL	Type	INDOOR		OUTDOOR	
				QTY	CAPACITY	QTY	CAPACITY
ATM Room	Haier	Split	Wall	2	18000 Btu	2	18000 Btu
Ground Floor	Haier	MRV	Cassette	12	12000 Btu	4	3x160000 Btu + 1x100000 Btu
				2	16000 Btu		
				2	18000 Btu		
				4	24000 Btu		
				7	28000 Btu		
1st Floor	Haier	MRV	Cassette	5	18000 Btu	4	160000 Btu
				5	28000 Btu		
	Haier	MRV	Ducted	6	28000 Btu		
				2	72000 Btu		
2nd Floor	Haier	MRV	Cassette	4	12000 Btu	4	160000 Btu
				11	18000 Btu		
				10	28000 Btu		
	Haier	MRV	Cassette	6	12000 Btu	5	

3rd Floor (Open Space & Data Centre)				4	16000 Btu		3x160000 Btu + 2x140000 Btu
				17	18000 Btu		
				2	28000 Btu		
3rd Floor (Server Room)	Haier	Split	Ceiling	3	48000 Btu	3	48000 Btu
3rd Floor (UPS Room)	Gree	Split	Ceiling	1	36000 Btu	1	36000 Btu
4th Floor	Haier	MRV	Cassette	8	12000 Btu	3	1x160000 Btu + 2x140,000 Btu
				15	18000 Btu		
				1	24000 Btu		
5th Floor	Haier	MRV	Cassette	3	12000 Btu	3	160000 Btu
				19	18000 Btu		
	Gree	Split	Cassette	1	12000 Btu	1	12000 Btu
6th Floor	Haier	MRV	Cassette	15	18000 Btu	3	160000 Btu
				4	28000 Btu	4	28000 Btu

## 2.2 Extractor Fans

LOCATION	Qty
Ground Floor	6
1st Floor	7
2nd Floor	7
3rd Floor	6
4th Floor	6
5th Floor	7
6th Floor	1

## 3. Scope of Work

- To carry inspections on each air-conditioning unit (both indoor and outdoor) and the extractor fans of each floor.



- To carry out three (3) preventive maintenance servicing (2 general and 1 minor preventive) per year on all the air-conditioning units and the extractor fans of the building as specified above in Section 1.1 & 1.2.
- Replacement of, or repair to, parts of split/ MRV type air-conditioning units and extractor fans in washrooms damaged or worn out or failed.
- Covers call-outs for ad-hoc corrective interventions with immediate remedial actions or repairs as and when breakdowns are reported.
- Submission of inspection reports, technical fault reports and any other documents as may be required by the Bank.
- The Service Provider shall be fully responsible to ensure that all the air-conditioning units are functional at all times.
- The Service Provider shall repair/replace parts that have failed or have been damaged/worn out. All such items mentioned shall be supplied by the Service Provider (samples and quotes shall be approved by the Bank's Facilities Management representative, unless prior authorization have been obtained).
- Quotes should be provided by the Service Provider on next business day or within latest 48-hours.
- The Service Provider shall therefore be required to keep a buffer stock or arrange for immediate availability of such parts for prompt remedial actions. A warranty period of at least one (1) year should be guaranteed by the Service Provider for all the spare parts/items/ installations works used as replacement for defective ones.
- After completion of any repairs and maintenance carried out, the Service Provider shall forward to the Bank's Facilities Management within one week, the original invoices with annexed supporting documents comprising of the technical inspection report sheet mentioning all details of the intervention, and approval/ Purchase Order from the Bank.
- The Service Provider shall be required to maintain a log book to record all repairs and performance of each air-conditioning unit. Such records are to be kept updated and be submitted to the Bank after preventive maintenances or as and when requested by the Bank.
- The preventive maintenance servicing on air conditioning units shall cover but not limited to the below tasks:
  - (a) Cleaning the condenser and evaporator coils with suitable detergent / chemical solution and flushing with high-pressure jet of water as applicable.



- (b) General cleaning of each unit including air filters, drain pan and pipes.
- (c) Checking air flow temperature through the supply air grill, return air grill, inlet and outlet air condenser.
- (d) Cleaning of blower wheel and blower casing.
- (e) Oiling/ lubricating of all parts as applicable.
- (f) Re-tightening of all electrical connections and terminals.
- (g) Verification and testing of all electrical components and accessories.
- (h) Checking operation of the voltage stabilizer and back up electrical power outlet/MCB.
- (i) Voltage and amperage recordings.
- (j) Checking operation of the drive motors and fans.
- (k) Checking condition of insulation of the refrigerant pipes and valves. Re-new insulation on all unit and piping with Armaflex or Armacell brands where necessary and as requested by the Bank.
- (l) Checking of gas and water leakages.
- (m) Gas refilling on all units.
- (n) Cleaning of rusty parts on outdoor units and re-painting with primer and apply rust protective primer/ paints as applicable.
- (o) Checking operation of the controls of the air conditioners such as selector switch, thermostats, relays, remote control, etc.
- (p) Checking firmness of the supporting arrangement for the compressor, blower motor, air conditioners casing and fixing of the air conditioners.
- (q) Tightening/Replacing of loose bolts and nuts.
- (r) Changing of all ball bearings, capacitors if necessary.
- (s) Adjust fan belt tensions.
- (t) Carry out any other minor repairs and technical/ mechanical adjustments after above inspections.
- The Service Provider is required to described the work methodologies and scope of maintenance for each the general and minor maintenance on both the air-conditioning units and extractor fans.

- The Service Provider shall also arrange to carry out any other ad-hoc preventive maintenance and health checks as may be required in addition to the planned maintenance in order to maintain the operating performances of the air-conditioning system at design level and energy efficiency.
- There should be continuous monitoring on the operation of the air-conditioning systems, and proactively inform the Bank on any anomalies detected with feasible solutions.
- Submission of technical intervention sheets after every intervention, also detailing the preventive maintenance carried out on each air-conditioning unit is a must. This part is further described below Section 4.2.
- After each general maintenance, the Service Provider is required to provide a detailed health check technical report on the running condition after every general maintenance. Further details in Section 4.3.
- Each indoor and outdoor units should be labelled with proper tags and the updated list should be shared with the Bank shortly after the first preventive maintenance visit.

## **Other Requirements**

### **▪ Technical Intervention Report Sheet**

- Immediately after each reactive maintenance, call-outs, visits, the Service Provider shall be required to submit to the Bank's Facilities Management a technical intervention report sheet covering all details of faults and any repairs made. Such details shall comprise of:
  - Date, duration of intervention and reason for intervention.
  - Air-conditioning details (location, tagged references, capacity, make, model)
  - Observation on site and remedial actions taken.
  - Spare parts and material used.
  - Root causes of faults.
  - Observation post repairs and technical recommendations.
  - Onward actions for follow-up.
- The technical intervention shall be signed by both the Service Provider technical team and the Bank's Facilities Management representatives.

## ▪ Maintenance Reports

- After each quarterly planned preventive maintenance, the Service Provider shall submit to the Bank within three (3) weeks a detailed maintenance report.
- The report shall be well detailed for each equipment. The report shall describe all the maintenance tasks done during the preventive maintenance, findings, recommendations, running condition, ageing and technical recommendations for each equipment.
- The technical recommendations shall also mention on how improve the general upkeep of the air-conditioning system of the building.

## ▪ Call-outs and Emergency Response Time

- On receipt of an urgent fault notification, the Service Provider shall be required to attend on site and to take emergency remedial actions in the duration period set out below. If the fault is such that it cannot easily be repaired, the Service Provider shall continue to work to effect a full repair and also notifying the Bank on the intended duration to complete the repairs.
- The Service Provider shall notify the Bank's Facilities Management representative, within one hour of the time the fault is cleared, that the system has been put back to operation and to describe the nature/ root cause of the fault.
- For all repairs that might cause disturbances to Bank's business activities, such works should be carried out and completed after office hours.
- The Service Provider shall attend to the site upon notification of a fault by the Bank's Facilities Management representative and carry out any necessary repairs as per below emergency response time on site:

1.	<b>Breakdowns for critical areas</b> (Level 6, Data Centre, Executive Offices, ATM Room)	Within 45 minutes	During and after business hours
2.	<b>Breakdowns for non-critical areas</b> (Closed offices, Open office spaces and others)	Within 24-hours	During and after business hours



#### ▪ **Fault Reporting**

- The Service Provider shall provide a list of emergency contact numbers available on a 24 hours and 7 days basis to assist the Bank during critical breakdowns. The list shall describe the escalation point of contacts for all call-outs.
- The Service Provider shall be responsiveness as per the emergency response time on site mentioned above. Failure to abide by this clause may constitute a breach of contract and may lead to penalties, poor performances and early termination of contract.
- The Bank's Facilities Management representative shall be responsible to notify the Service Provider on any faults and the nature of the issue.

#### ▪ **Care of Equipment**

- The Service Provider shall use the equipment correctly and in accordance with such guidance from the Bank's Facilities Management representative.
- Nevertheless, the Bank reserves the right to call for quotations for repairs, modifications to the equipment or works which fall beyond the scope of this Service Level Agreement. The Bank shall be obliged to employ and pay other Service Providers if requests for remedial actions are not being attended in the period set out in the schedule or if, in the opinion of the Bank's Facilities Management, the Service Provider is proving incapable of carrying out the necessary repairs satisfactorily. In such event, the contract sum due to the Service Provider shall be decreased in exact amount paid to the other employed Service Provider.
- The Bank reserves the right at all times to make any modification to the M & E equipment and agrees to notify the Service Provider of any such modification.
- Under no circumstances should the Service Provider take subjective decisions in repairing, swapping and/or modifying any programmable and/or non-programmable part(s) on any M & E equipment without the consent and approval of the Bank's Facilities Management representative. An intention from the Service Provider to carry out any such work(s) should immediately be communicated in writing to the Bank's Facilities Management in prior. The Service Provider should keep a traceable and neat track record of any such works and made immediately available to the Bank upon request.
- Any replaced spare part(s) should immediately be returned back to the Bank.



#### ▪ **Joint Site Visit**

As and when requested by the Bank's Facilities Management, the Service Provider or his representatives shall be present at earliest for such request. The Service Provider shall provide all assistance required to the Bank's Facilities Management or his representatives regarding the examination of the air-conditioning units.

**Bidders are strongly advised to perform a site visit to ascertain conditions and rating of all type air conditioning units as well as site specificities prior to submission of bids.**

#### ▪ **Maintenance of Construction Drawings**

The Contractor shall be responsible for recording changes, alterations, additions or deletions of elements or features pertaining to premises, services and installations in areas of building structure/elements.

#### ▪ **Training**

The Service Provider shall also be required to provide general guidelines and basic operating procedures of the systems, to few staffs of the Bank who will be involved directly to the day-to-day running. Such basic guiding principles shall also aim to prepare Bank's personnel to take appropriate basic corrective actions in view to safeguard the equipment until arrival of the Service Provider.

#### ▪ **Safety obligations**

- The Service Provider shall be required to take all necessary and required precautions to protect the Bank's equipment and any assets during any intervention
- Risk assessment should be carried out by the Service Provider prior to start of any work.
- Only safe and secure tools, scaffoldings, ladders and logistics including provision for 'work in progress' signage during maintenance on site.



- All such maintenance tasks should be undertaken in compliance with the best-recognized practice in the industry and with the applicable Occupational Safety and Health Legislations, as well as abiding to all COVID-19 sanitary protocols.
- As mentioned above in Section 2, in case of any emergencies such as but not limited to riots, pandemic situations, any natural disaster or any force major flooding, post-cyclonic situations or any other circumstances beyond control of the bank, the Service Provider should be readily available to provide exceptional services to assist the Bank to resume to normal conditions with all safety and precautionary measures.
- The Service Provider shall undertake to provide service on a 24/7 basis and 365 days to the Bank as may be required during emergencies or contingencies. Hence, in view to be highly dynamic, the Service Provider shall ensure regular update and review their Business Continuity Plans in order to sustain the Bank's demands.

## General

- i. Service Provider is required to submit the following:
  - a. Details on existing Health and Safety management put in place by the Service Provider.
  - b. Details of planned methodologies of work and frequency of maintenance plan.  
Methodologies for both preventive and reactive maintenance should be described. This shall also be an assessment of the technical capability of the supplier for delivering such services.
- ii. The Service Provider must be CIDB Registered and possess the most recent CIDB certificate as per the required trade.
- iii. The Service Provider must provide trained technicians with the appropriate tools and testing equipment for scheduled maintenance, safety inspection, and safety testing as required for this service. The supplier must provide all of the necessary materials and supplies to maintain, service, inspect and test all the systems to be maintained.
- iv. Contingency planning in case of contingency mode; e.g. riots, pandemic situation, cyclone, any natural disaster or force major events, sickness or leave of employees.
- v. Service Provider shall also stand guided by the authorities and shall arrange to deliver service to the Bank in the least possible delay, and which may include but not limited to arrangement of Work Access Permit / Special Work Access Permit and Red Zone Access.



- vi. A contingency plan should be submitted to describe the continuity of service in the event of a Force Majeure as listed above.
- vii. The Service Provider shall not be allowed to subcontract under this present contract unless prior written approval has been obtained from the Bank.
- viii. All verbal communications in case of urgencies should be conveyed in written form by next working day.
- ix. The Bank shall not be liable for any damages or compensation payable at law in respect of or in consequence of any accident or injury to any worker or any other person in the employment of the Service Provider or any sub-contractor, except an accident or injury from any act or default of the Bank, his agents or employees.
- x. Any loss sustained by the Bank under contract awarded to the successful Service Provider caused through poor performance, professional negligence, dishonesty and any wrongly acts by its employees in the course of their duties, including loss caused by accidents, fire, vandalism, robbery amongst others, shall have to be made good by the Service Provider up to the amount of claim from the Bank or any 3rd party who has directly or indirectly suffered a loss.
- xi. The Service Provider shall observe all safety measures and compliance to the Bank's rules. All security measures should be taken by Service Provider's staffs posted at any of the Bank premises to perform the assigned duties.
- xii. Service Provider should possess relevant and valid trade certifications, or any other required Licenses from Local Authorities, and should be submitted as and when requested by the Bank.
- xiii. In case of damage to Bank's system or equipment due to the Service provider's fault, the Service provider should take full responsibility to restoring the equipment to its initial condition and if same cannot be restored service provider must indemnify the Bank.
- xiv. In case of any emergencies such as but not limited to riots, pandemic situations, any natural disaster or any force major flooding, post-cyclonic situations or any other circumstances beyond control of the bank, the Service Provider should be readily available to provide exceptional services to assist the bank to resume to normal conditions.
- xv. The Service Provider shall provide the necessary supervision, Labour, tools and equipment to perform preventive and reactive maintenances in delivery of this service.

- xvi. All personnel working for this scope must wear and /or use safety protection while all work is performed. Strict adherence to OSHA standards must be maintained at all times. The Service Provider should ensure that the relevant Health and safety standards are observed and same be checked in a regular manner by the Service Provider's Health and Safety officer.
- xvii. Prior to beginning of any site work the Service Provider should submit, to the Bank's Facilities Management, a plan of work to reflect the planned work and sequence. The Service Provider should obtain formal approval from the Bank Facilities Management prior to starting of any work.

#### 4. Eligibility Criteria

#	Criteria	Remarks
1	<p>The Bidder must demonstrate a sound financial standing and a long-term prospective profitability.</p> <p>The liquidity ratio must be equal to or greater than 1.</p> <p>The debt ratio should be equal to or less than 1.</p>	Financial statement for the last 3 years to be provided
2	The bidder has to submit an undertaking that no Government / undertaking organizations have blacklisted the bidder for any reason	Undertaking by Bidder to be provided
3	The bidder should not outsource the contract to subcontractor. The bidder should deploy & manage the project with its own certified resources.	Undertaking to be submitted





## 5. Qualification Requirement

Bidders are required to provide list of services performed as prime Service Provider (“SP”) on the provision of services of a similar nature over the last five years. [insert details and attach evidences]

Bidders are required to respond in the following format:

Type of services Provided	Name of Clients	Client contact details	Location of work	Contract Value	Duration/contract period

Bidders are required to provide lists of equipment and logistics supports proposed for carrying out required services. List all information requested below.

Equipment Name	Function of Equipment	Frequency/Proposal of usage of the equipment in this service	Value added of this equipment to this service
(a)			
(b)			

Bidders are required to provide qualifications and experience of key personnel that shall be allotted for administration and execution of this service.

Designation	Years of experience	Main roles & responsibilities
(a)		
(b)		

## 6. Supplier’s Response

### Response Content

The response should be as clear and concise. To facilitate consistent evaluation and understanding of the response, we request that the following guidelines be adhered to:



- Avoid referring to Internet links. All information should be provided in your response, else will be considered as incomplete.
- The response should be structured as per Annexure 1. You are requested to follow the proposed structure. Failure to do so will carry negative markings in the final evaluation.
- Bidders are required to include warranty clause (Annexure 2) as part of their formal response
- Bidders are required to include Oath of Confidentiality statement (Annexure 3) as part of their formal response.
- Proposal should include documents as per Annexure 4.
- You may add any other details that you consider will bring value to your proposal and will benefit the bank.
- No “refer to data sheet or link” will be accepted, kindly response to queries in a clear and concise way.

#### **D. Specific Terms and Conditions**

- Prior to submission of bids, bidders are encouraged to conduct a survey at respective site for pre-assessments in view to submit bids as per the tender specifications and requirements, unless potential bidders are already aware of the sites.
- Request for site visit should be routed through the procurement department on the following - **[procurement@maubank.mu](mailto:procurement@maubank.mu)** . All site visits should be conducted between 11<sup>th</sup> to 14<sup>th</sup> of October 2021.
- The successful Bidder shall be deemed to have satisfied himself as to the nature and extent of the works. No claim for extra expenses will be allowed on grounds that insufficient information was given in the Tender Documents or that he was not conversant with the conditions prevailing at the site or during the course of the work he encountered unexpected difficulty, which could have been avoided by inspection of the site.
- Bids should be sent via a password-protected email to the Procurement department with subject “**OAB-Maintenance Air-Conditioning Head Office Building**” at latest by **14.00 P.M** on **Tuesday, 19<sup>th</sup> October 2021.**



Your email should be strictly address to the procurement department on the following - **procurement@maubank.mu**

The password to open the proposal should only be shared with the bid opening committee on **BidOpeningCommittee@maubank.mu** just before the closure date and time (i.e. around **14.00 P.M on Tuesday, 19<sup>th</sup> October 2021**).

If email (s) are not password protected, MauBank Ltd will assume no responsibility for the premature opening of the bid.

- **Bid Validity Period**
  - Bid shall remain valid for a period of **120** days after the bid submission deadline. The Bank shall reject a bid valid for a shorter period as non-responsive.
  - The contract shall be on fixed rates for a period of two (2) years and which may be renewed for one (1) additional year subject to satisfactory performance, under the same terms and conditions.
- **Clarification of tender documents**
  - A prospective bidder requiring any clarification on the bidding documents should contact through an official e-mail to procurement Department on **procurement@maubank.mu** at least **7 days** before the bid submission deadline. If the Bank determines that it is necessary to amend the bidding document due of a clarification, it shall do so in accordance with internal procedure.

## **E. Performance Requirement**

- **Service Review Meeting**

The representatives of the Bank shall, after consultation with the Service Provider, set up a Management Committee comprising of the Service Provider's representatives who are involved in one way or the other in the administration of the cleaning services at the organizational or regional levels, and the supervisory staff of the Service Provider who are responsible for the sites that have been entrusted to the Service



Provider. There shall be separate committee arrangements where the contract has been awarded to two or more Service Providers.

Such management meetings are meant to review and have feedback on the services provided to the organization as a whole and to jointly draw conclusions on how to ameliorate the service performance level and tap on shortcoming. The meetings are not meant to substitute the regular consultations and meetings that are usually held at regional or section level for day-to-day matters. In case of discrepancies concluded, such meetings are meant to review on the services provided to the Bank as a whole.

The representatives of the Bank and the Service Provider shall meet at top management level at least once every three (3) months or as often as necessary to review the performance of the services provided with a view to ensuring quality standard in the services. Both parties shall have shared responsibilities in optimizing the resources and facilities that have been deployed for the offered service(s).

### **Performance Benchmark**

The purposes of such meeting are meant to review on the services provided to the Bank as a whole and to jointly draw conclusions on how to ameliorate the service performance level and tap on shortcomings.

The reviews shall comprise of:

- (a) reviewing major incidences that have occurred on the sites in the pass months and measures taken thereon;
- (b) taking cognizance of complaints made by the Bank's representatives and action taken by the Service Provider;
- (c) attending to weaknesses in respect of facilities available on the sites and causes for improvement;
- (d) assessing the arrangements made by the Service Provider in terms of human resource and logistics;
- (e) attending to other matters related to contractual obligations of the Service Provider;
- (f) the Service Provider shall be informed of all shortcomings. Such monitoring shall not in any way substitute or alleviate the Service Provider's contractual obligations towards providing a satisfactory service;
- (g) such shortcomings shall be corrected by Service Provider within the length of time specified by the Bank and if the Service Provider has not corrected a shortcoming within specified time, the bank shall consider same as a complaint and may affect the monthly Key Performance Indicator ("KPI") as listed in below table.

(h) the monthly KPI should be maintained above 90% monthly. Should it be below 90% consecutively for three (3) months, the bank may consider this as lack of performance.

### **KPI Template Sheet**

Below a KPI template (subject to change) may be made as a reference.

		MONTH: .....		
Ref	KPI	Marks allocated	Marks assessed	Remarks
1.	Logistics used (tools, equipment, uniforms and PPE)	15		
2.	Level of service deliveries for preventive maintenance activity as per requirements	15		
3.	Level of service deliveries and support for reactive maintenances	15		
3.	Complaints (from clients or bank officials) – no more than 1 complaint per month in any premise	15		
4.	Submission of technical report within the delays post completion of preventive plan of works	15		
5.	Submission of invoices in less than 15 days post completion of preventive plan of works	10		
6.	Professionalism of staffs	15		
	<b>TOTAL</b>	<b>100</b>		



## **Post Contract Evaluation Report**

After the completion of the contract period, the Bank shall prepare a performance report that shall reflect the service level based on recorded facts. A copy of the report shall be forwarded to the Service Provider for its information and allowing the latter at the same time the possibility to express its disagreement with the report, if any. A copy of the report and response of the SP shall be kept in the procurement file for all intent and purpose.

## **F. SLA Terms and Conditions**

### **Obligations of the Service Provider**

The Service Provider shall perform the Services in accordance with the Scope of Service and Performance Specification, the Activity Schedule, and carry out its obligations with all due diligence and efficiency in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate human resources and logistics indicated to the Contract Form. The SP shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Bank, and shall at all times support safeguard the Bank's legitimate interests in any dealing with subcontractors or third parties.

### **Confidentiality & Fraudulence**

- (a) The Service Provider and its personnel shall not, either during the terms or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Bank.
- (b) Similarly, the Service Provider shall take steps to ensure that no person acting for it or on its behalf will engage in any type of fraud and corruption during the contract execution:
- (c) Transgression of the above is a serious offence and appropriate actions will be taken against such Service Providers.



## Working Hours

### Bank Business hours:

Monday to Thursday : 08h45 to 16h30  
Fridays : 08h45 to 17h00

Bank may open exceptionally on some **Saturdays** where this service might be required and this shall be at no extra charges. The duration of working hours per Saturday shall be in line with the normal working hours and is limited to one (1) Saturday per month.

For any excess hours, the Service Provider shall be required to provide the cost implications for the extra charges and shall be subject to the Bank's approval.

## Emergency Call-outs and Contingency Mode

- (a) The Service Provider shall undertake to provide service on a 24/7 basis and 365 days to the Bank as may be required during emergencies or contingencies.
- (b) In case of any emergencies such as flooding, post-cyclonic situations or any other circumstances beyond control of the Bank, the Service Provider shall be readily available to provide exceptional services to assist the Bank to resume to its normal working conditions.
- (c) The Service Provider shall provide a list of main point of contacts of their personnel/ site supervisors, as well as emergency contact numbers and such list shall be kept up to date.
- (d) A valid Business Continuity Plan (BCP)/ Contingency Planning shall be submitted by the Service Provider, which clearly describe the contingency mode of operations, facilities, logistics, support and services that Service Provider shall provide to the Bank in case of such circumstances; like riots, cyclones, pandemic, any natural disaster or force major events, sickness or leave of employees, amongst others.

## Site induction and In-house rules

- (a) The Bank may provide Site Induction training on its internal practices and culture to the Service Provider's personnel working on the Bank's premises and it is the responsibility of the Service Provider to ensure that its personnel duly follows the Bank's in-house rules. Those personnel of the Service Provider who are not inducted or not compliant, might be subject to replacement.



- (b) The Service Provider shall be obliged to comply with the latest approved Occupational Safety and Health Administration Act (“OSHA”), and it is the Service Provider’s responsibility to ensure Health and Safety of all its personnel on site, as well as for onsite individuals.
- (c) The Facilities Management staffs, Health & Safety, Audits or Control functions of the Bank's shall carry regular inspection on each site as per Bank’s internal processes.
- (d) The personnel of the Service Provider who are posted on the Bank’s sites, are required to behave in a highly professional manner on all the Bank’s premises, and are required to maintain only professional relationship with the Bank’s staff.
- (e) Any misbehaviour, bad conduct, irregularities, unpleasant attitudes or poor grooming, shall not be tolerated.
- (f) Likewise, the Bank reserves the right, at its sole discretion, to request the Service Provider to remove any guard from any site for any lawful reason, and request a suitable immediate replacement.
- (g) The Bank may also request the Service Provider to carry out job rotation amongst its different personnel posted at each site.

### **Training of Staff**

- (a) The Service Provider shall be responsible for the hiring and training of all its personnel, including the replacement pools.
- (b) The Service Provider is required to provide appropriate training to its personnel, so that all works undertaken in the premises of Bank are completed with high level of workmanship, respecting all Health & Safety requirements and meeting Bank’s requirements, without any compromise to continuity of services and hygiene of the Bank.
- (c) The sanitary protocols and physical social distancing theories should be well explained to the personnel, and who will in turn implement these as part of in-house rules on the Bank’s premises.
- (d) The Service Provider shall ensure that all its personnel have the relevant skills, aptitudes and training to ensure proficient service deliveries.
- (e) As and when required, the Service Provider shall submit to the Bank all relevant training programs and proof of attendance for the personnel posted on the Bank’s premises.





### **Dress code and requirements**

- (f) All the personnel posted on the Bank's site should be well presented, groomed and project professionalism.
- (g) The Service Provider shall provide these personnel with decent uniforms bearing the SP's logo and names. The uniforms should be of appropriate trousers, long sleeves shirt/t-shirts (as applicable) and closed footwear.

### **Reporting**

- (a) The Service Provider shall report to the Bank's Head of Facilities, where Service Review Meeting on performance shall be carried out on a periodic basis.
- (b) Such reporting shall comprise of incidents logs, potential threats and risks amongst others.
- (c) For any planned intervention, replacement or rotation of their personnel, the Service Provider shall liaise with the Bank's Head of Facilities or the immediate subordinates, as assigned.
- (d) The Service Provider shall put in place a proper process to ensure immediate notification to the Bank's Business Centre Managers and to the Facilities Management department of any routine absenteeism or replacement plans.

### **Maintenance/ Services Inspection Check List**

- (a) The Service Provider shall ensure that the duties and scopes of services are fully accomplished and shall put in a place a comprehensive checklist to record and monitor such actions on a daily basis. Such records to be kept neatly and easily retrievable for enquiry purposes.

### **Health & Safety on-site**

- (a) At the premises of Bank, the Service Provider shall at all times ensure, as far as possible and as reasonably as practicable, that all health and safety precautionary measures are taken to avoid any kind of work accidents for Service Provider's staff, Bank's staff and any other third-party present on the Bank's premises & common spaces.



- (b) The personnel of the Service Provider shall not tamper with any other systems or installations that could cause harm or bodily injuries and which can directly or indirectly affect any business unit of Bank. Such actions shall be subject prior agreed with the Bank's Head of Facilities.
- (c) The personnel of the Service Provider shall be asked to attend to regular site induction and Health & Safety trainings, refreshers courses and meetings conducted by the Bank, as often as required by Bank. It is therefore the duty of the Service Provider to ensure that the concerned cleaner duly attend such trainings and adheres to the teachings.
- (d) All health and safety and sanitary measures should be taken by Service Provider's for its personnel posted at any of the Bank's premises. It is the obligation of the Service Provider to carry any prior risk assessments on the working site prior to signature of this Service Level Agreement as well as discussing with the Bank for a joint solution.

### **Insurances and Liabilities**

- (a) During the duration period of this Service Level Agreement, the Service Provider shall ensure to have insurance policies covering Service Provider's obligations as laid down in the terms and conditions, and the charges incurred shall be accounted by Service Provider.
- (b) The Service Provider shall provide and thereafter maintain insurance against all risks in respect of the Bank's property and any equipment used for the execution of this Contract.
- (c) No insurance policy excesses shall be deducted from any claim raised by the Bank, following damages caused by the Service Provider or from its installation.
- (d) The Bank shall not be liable for, or in respect of any damages or compensation payable at law in respect of or in consequence of any accident or injury to any worker or any other person in the employment of the SP or any sub-contractor and except an accident or injury from any act or default of the Bank, his agents or employees.
- (e) Any loss sustained by the Bank under contract awarded to the successful SP caused through poor performance, professional negligence, dishonesty and any wrongly acts by its personnel in the course of their duties, including loss caused by accidents, fire, vandalism, robbery etc. shall have to be made good by the Service Provider up to the amount of claim from the Bank or any 3rd party who has directly or indirectly suffered a loss.



- (f) The Service Provider shall be requested to provide the Bank with evidences (including certificates from the relevant insurance companies), that Service Provider has complied with all its obligations and is fully covered.

## **Payment Terms**

- (a) Payment will be made on the last day of the month upon submission of a proper invoice by the 28<sup>th</sup> of each month. Statement of accounts should be submitted on a quarterly basis and it is expected that the Service Provider notify the Bank within three weeks in case of non-payment of an invoice.
- (b) In the event of late notifications or after the prescribed period and that could cause burden for reconciliations, the Bank may consider the invoice/ reconciliation process void.
- (c) Likewise, the Bank may also require prolonged services from time to time. Such costs are subject prior to approval of the Bank to approved by the Bank and the billings should be claimed separately with appropriate supporting documents.
- (d) The Bank reserves the right to add/remove any Business Centre or any site from the existing list before expiry of the Service Level Agreement, and the cost submitted on bid, will be prorated thereof.

## **Penalties**

- (a) The Bank reserves the right to apply penalty fees of 3% on the premium in the event of persistent non-adherence to the terms and conditions of this Service Level Agreement, and as to poor level of services provided or deliverables.
- (b) Liquidated and ascertained damages will be at the rate of 10 % of the contract price payable for non-respect of any clause of the contract.
- (c) The Bank also reserves the right to apply penalties wherever there is a serious breach of contract or may as well request Credit Note on particular claims of unaccomplished tasks/ services.

## **Liquidated Damages**

The Liquidated Damages for delays or absence of rapid response shall be twice the are quoted in the Bill of Quantities.



## **Termination**

- (a) The Bank reserved the right to add/ remove any Business Centre from the existing list before expiry date in the course of business purposes, renovation, and closure, amongst others.
- (b) If the services provided by the Service Provider are not delivered diligently, or in case of adverse reports from the Bank's representatives as to poor, unsatisfactory performance or regular absence/late reporting of Service Provider's personnel to the determined site, the Bank reserves the right to terminate the contract by giving simple notice in writing without prejudice to claims of either party. Additionally, either party shall have the right to terminate this Service Level Agreement by providing thirty (30) days written notices to the concerned party.
- (c) The monthly KPI should be maintained above 90% monthly. Should it be below 90% consecutively for three (3) months, the bank may consider this as lack of performance and may as well consider termination of this Service Level Agreement.

## **Dispute Settlement**

If a dispute between the parties arises in connection with performance of obligations under this Service Level Agreement, either party shall serve a written notice of dispute providing adequate details of the nature of the dispute. Notwithstanding the existence of the dispute, all parties shall continue to perform their obligations under the Service Level Agreement.

## **Other Terms and Conditions**

- (a) The Service Provider shall not be allowed to subcontract under this present contract unless prior written approval has been obtained from the Bank.
- (b) During this Service Level Agreement, all communications may be verbal, by fax, e-mail or otherwise. Verbal communications in case of urgency should be conveyed in written form by the next working day.
- (c) Since the services are being outsourced, in compliance with Bank of Mauritius regulations, the latter may at its discretion call for information and any document to ensure that the Service Provider has taken all necessary steps for adequate risk management and confidentiality measures in the provision of their services to the Bank. Such documents should be made easily available to the Bank upon demand.

## G. Annexures

### Annexure 1

I/We hereby confirm that the cost will be fixed during the duration of the contract and no adjustment shall be made to the contract sum in respect of rise or fall in the cost of labour, materials, taxes, exchange rate, transport, fuel, inflation etc. For statutory increases imposed by the government by force of law, this has to be mutually agreed formally through discussion with the bank.

I/We also understand that the Bank may split the contract between several Service Providers, i.e., one Service Provider may be awarded the contract for branches and another one for Ebene Head Office or offsite locations, and I/We have no objection to this clause.

LOCATION	MAKE	MODEL	Type	INDOOR		OUTDOOR		COST PER GENERAL (Indoor & Outdoor)	COST PER MINOR (Indoor & Outdoor)
				QTY	CAPACITY	QTY	CAPACITY		
ATM Room	Haier	Split	Wall	2	18000 Btu	2	18000 Btu		
Ground Floor	Haier	MRV	Cassette	12	12000 Btu	4	3x160000 Btu + 1x100000 Btu		
				2	16000 Btu				
				2	18000 Btu				
				4	24000 Btu				
				7	28000 Btu				
1st Floor	Haier	MRV	Cassette	5	18000 Btu	4	160000 Btu		
				5	28000 Btu				
	Haier	MRV	Ducted	6	28000 Btu				
				2	72000 Btu				
2nd Floor	Haier	MRV	Cassette	4	12000 Btu	4	160000 Btu		
				11	18000 Btu				
				10	28000 Btu				
3rd Floor (Open Space & Data Centre)	Haier	MRV	Cassette	6	12000 Btu	5	3x160000 Btu + 2x140000 Btu		
				4	16000 Btu				
				17	18000 Btu				
				2	28000 Btu				
3rd Floor (Server Room)	Haier	Split	Ceiling	3	48000 Btu	3	48000 Btu		



3rd Floor (UPS Room)	Gree	Split	Ceilin g	1	36000 Btu	1	36000 Btu		
4th Floor	Haier	MRV	Cass ette	8	12000 Btu	3	1x160000 Btu + 2x140,000 Btu		
				15	18000 Btu				
				1	24000 Btu				
5th Floor	Haier	MRV	Cass ette	3	12000 Btu	3	160000 Btu		
				19	18000 Btu				
	Gree	Split	Cass ette	1	12000 Btu	1	12000 Btu		
6th Floor	Haier	MRV	Cass ette	15	18000 Btu	3	160000 Btu		
				4	28000 Btu	4	28000 Btu		
Subtotal PER servicing									
VAT 15%									
Net total PER servicing									
GRAND TOTAL FOR 2 GENERAL & 1 MINOR SERVICING (YEARLY COST)									



## **Annexure 2**

### **WARRANTY CLAUSE & AGREEMENT TO SLA's / TERMS AND CONDITIONS**

"I/We hereby warrant and represent to MauBank Ltd that: -

1. All my/our statements herein are true, correct and complete, and shall remain so for one hundred and twenty (120) days from the response due date;
2. I/we have understood the clauses specified in this bid and will abide to same in this response to the Bid;
3. All my/our services described, proposed and presented shall be conducted in a good and workmanlike manner, and I/we are willing, ready and able to perform the same;
4. I/we undertake to inform the Bank of expiry and submit updated copies of the following operating licenses (if applicable);
  - 4.1 Trade License.
  - 4.2 Permit in handling of a dangerous chemical or any other licences enforced by the Ministry of Health & Quality of Life, as applicable.
  - 4.3 Permit or Licences from other control enforcing authorities for this economic activity.
1. I/we will inform the Bank in writing within seven (7) days of our receipt of notice of any litigation, arbitration or administrative or bankruptcy/insolvency proceedings threatened or instituted against us, and which may adversely affect the use, delivery or performance of any deliverable set out herein.
2. I/We also confirm my/our agreement to the SLAs & Terms and Conditions specified in the Bid document and shall abide to all conditions without any prejudice, if contract is allocated to my company."



Company : \_\_\_\_\_

**Authorised Signatory**

Name : \_\_\_\_\_

Title : \_\_\_\_\_

Signature : \_\_\_\_\_

Company Seal :  
:

Telephone : \_\_\_\_\_ Fax: \_\_\_\_\_

Email : \_\_\_\_\_





### **Annexure 3**

#### **OATH OF CONFIDENTIALITY**

I \_\_\_\_\_, the undersigned, employed by / representing \_\_\_\_\_ agree and bind myself / the organisation not to disclose any information relating to MauBank Ltd and its customers, to any representative of its organisation, or its affiliates members of the public, to the press and any outside person or body institution.

I/We shall maintain the confidentiality and secrecy of all information, which might expose to us/ me. This agreement will be binding even if I leave my employment with the company.

\_\_\_\_\_  
*(Read, understood and agreed in own handwriting)*

Name : \_\_\_\_\_

NIC Number : \_\_\_\_\_

Signature : \_\_\_\_\_

Date : \_\_\_\_\_



## Annexure 4

### Checklist of documents to be provided along with financial proposal

1	Documentations	Yes	No
1.1	Company Profile - also clearly stating the following:	<input type="checkbox"/>	<input type="checkbox"/>
	- Health & Safety practices of your organization	<input type="checkbox"/>	<input type="checkbox"/>
	- Risk Assessment practices	<input type="checkbox"/>	<input type="checkbox"/>
1.2	Certificate of Incorporation	<input type="checkbox"/>	<input type="checkbox"/>
1.3	BRN Certificate	<input type="checkbox"/>	<input type="checkbox"/>
1.4	VAT Registration Certificate	<input type="checkbox"/>	<input type="checkbox"/>
1.5	Trade License	<input type="checkbox"/>	<input type="checkbox"/>
1.6	List of Directors and list of shareholders	<input type="checkbox"/>	<input type="checkbox"/>
1.7	List of references of business carried out over the last five years in Banking institutions or financial organizations and list of referrals with valid contact details	<input type="checkbox"/>	<input type="checkbox"/>
1.8	Audited accounts and financial statement for the last three years	<input type="checkbox"/>	<input type="checkbox"/>
1.9	Structure of Organization	<input type="checkbox"/>	<input type="checkbox"/>
1.10	Oath of Confidentiality (as per annexed template)	<input type="checkbox"/>	<input type="checkbox"/>
1.11	Letter of Undertaking/ Warranty clause (as per annexed template), also engaging with the Bank that the following documents shall be provided within fifteen (15) days at the request of the Bank:	<input type="checkbox"/>	<input type="checkbox"/>
	- Insurance Certificates/Evidences/Coverages	<input type="checkbox"/>	<input type="checkbox"/>
	- Character Certificates of your employees that shall be posted on the Bank's site organization	<input type="checkbox"/>	<input type="checkbox"/>
	- Proof of vaccinated employees against COVID-19 (as applicable)	<input type="checkbox"/>	<input type="checkbox"/>
1.12	Acknowledgement that the Service Provider's organization have not been debarred from any tendering processes, forcefully been terminated due to bad performance or under any legal pursuit	<input type="checkbox"/>	<input type="checkbox"/>
2	<b>Human Capital – Qualities and skills:</b>		
2.1	Evidence to demonstrate Service Provider has sufficient logistic and manpower to deliver the service diligently	<input type="checkbox"/>	<input type="checkbox"/>
2.2	Details and specifications on the pool of replacement of Cleaning Operators for the bank's Premises	<input type="checkbox"/>	<input type="checkbox"/>