



MauBank Ltd

Request for Proposal:

**RESTRICTED BIDDING:
INVITATION FOR INTERIOR DESIGNER
FOR THE REFURBISHMENT
OF THE MAUBANK, EBENE BUSINESS CENTRE
TO TRIBECA MALL (Lot 40) – FIXED LUMP
SUM CONTRACT**

REF: RFP/FCM/2023/97

28 December 2023



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A. 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 service provider 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

In accordance with CIDB Act 2008 and latest updated, Consultants, whether local or foreign under an existing or intended joint venture operating in the construction sector have the statutory obligation to be registered with the Construction Industry Development Board (CIDB), as appropriate, prior to bidding for the project.

Bidders are strongly advised to consult the website of the CIDB cidb.govmu.org for further details concerning registration of consultants.

Has a valid BRN certificate (mandatory) and a VAT certificate (where & if applicable)

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 that has been sanctioned by the Government of the Republic of Mauritius in accordance with the law shall be ineligible to be awarded a contract, or benefit from a contract during such period of time as determined by the Procurement Policy Office or any similar authority in Mauritius.



Proposals from consultants appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.

In case a shortlisted bidder intends to associate with a sub bidder who have not been shortlisted and/or individual expert(s), such other bidder and/or individual expert(s) shall be subject to the eligibility policy of the Client.

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

Bidders are informed that as a matter of law or official regulation, the Republic of Mauritius prohibits commercial relations with a country; or by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Republic of Mauritius prohibits any imports of goods from that country or any payments to persons or entities in that country.

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.

In preparing their Proposal, bidders who have not well examined in detail the documents comprising the RB. Material deficiencies in providing the information or mandatory documents requested may result in rejection of a Proposal

For joint ventures, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

For a Joint Venture to qualify for this assignment the lead member of the Joint Venture shall individually satisfy the experience criteria related to this assignment as defined by the bank.

The bank shall not require sub bidders to form associations with any specific firm or group of firms or include any particular individual in their proposals, but may encourage association with qualified and duly registered national firms.

The estimated number of Professional staff-months or the budget for executing the assignment shall be shown but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.

For fixed-budget-based assignments, the Financial Proposal shall not exceed the bank's budget, while the estimated number of Professional staff-months shall not be disclosed.

Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

The Technical Proposal shall **not** include any financial information. A Technical Proposal containing financial information **may be** declared non-responsive.



The Financial Proposal shall be prepared as per a normal detailed Bill of quantities. It shall list all costs associated with the assignment, including (a) remuneration for staff (local, in the field and at the bidders' home office), and (b) reimbursable expenses where appropriate.

If appropriate, these costs should be broken down by activity and, if appropriate, into local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

The Consultant, other than Mauritian nationals, shall be subject to local taxes (such as: value added tax, social charges or income taxes otherwise, duties, fees, levies) on amounts payable by the Client under the Contract.

The bank shall also provide information to the Mauritius Revenue Authority (MRA), as per law, in respect of taxes deductible at source if any on the fees payable to the bidder.

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, site visit, currency and language

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.

The Proposal; as well as all related correspondence exchanged by the bidder and the Bank, shall be written in English.

The pricing of the bids should be in Mauritian Rupee. The bank shall not consider any other pricing in other currencies for this bid.

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).



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/s of its Bid submission pertaining to unclear information submitted. 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. Any other submission than the one mentioned in this bidding exercise shall be considered.

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.



B. Bid Data Sheet

1. Bank Requirement

MauBank Ltd, invites bids from a duly registered Interior Designer ID (registration with CIDB required) which may include for the refurbishment works at MauBank Ltd, for a new Business Centre at Tribeca Mall.

2. Scope of work

MauBank is currently operating its Ebene Business Centre of 392 sqm on the Ground Floor. Our management has recently decided to relocate our Business Centre to a new place, with a space of 299 sqm on the Ground Floor, currently in grey state to accommodate the following:

Ground Floor:

- 3 nos. Corporate Social Responsibility counters (CSRs)
- 1 no. Greeter Counter
- 1 no. meeting room (10 seats)
- 2 offices (approx. 12m² each, as per OSHA 2005, in force)
- 1 no. Emergency door with push bar & sensor on door to detect opened/ closed modes linked to the fire alarm panel/ or any other panels, as required
- Internal Fit-outs and partitioning
- Office furniture matching Bank's DNA
- Security amenities – fire alarm in conformity with the MFRS regulations (2022) & certification, burglar bars, burglar alarm, CCTV etc. including final commissioning certificate/ mandatory certificates fit for operations.
- Painting works & waterproofing to maintain a good tightness inside and outside the building & including walls
- External display panel for Bank's advert (load calculations & sustainable solution)
- Assist MauBank in the Provision of as built drawings from awarded contractor (1 Original + 2 copies and 1 full set in soft copy)

The Ground Floor of the Business Centre should be uplifted to match the DNA, look and feel being implemented on the first floor. We seize this opportunity to bring the following changes as well:

- New format for Business Centre Manager's (BCM's) office
- Three small desks for CSR to cater for elderly/disabled customers as per regulations
- 1 supervisor desk
- Minor changes due to staircase in ATM/Server Room
- Painting works with appropriate non-pollution materials & sustainable as per weather conditions of Terre Rouge
- Possibility of a ramp for disabled persons as per guidelines/ law for disabled persons with signage
- Waiting area
- Vault room
- Tellers' area with one low counter
- RM desk with waiting area and meeting area



- Green area within the Banking Hall
- Allied refurbishment works as per approved plan -

The Interior Designer is expected to follow up the quality, execution works and commissioning of the Business Centre, considering the following:

- **'Re-looking' of the ground floor to match the look and feel**
- **provide assistance, from start to finish of the project, minutes of meeting**
- **provide services for payment applications, advance payment and its' follow up**
- **follow up of Project Management and advise the best way forward.**
- **New air conditioning system & ventilation**
- **New lighting and paintworks of the whole Business Centre as per the Bank's guidelines**

Option 1: High end with latest features/technologies and best furniture on the market

Option 2: Reasonable and most profitable option but sustainable one.

The Interior Designer is expected to do the interior designs and shall be responsible for ensuring a performance driven approach for the coordination of the project with Bank representative with proper benchmark in terms of quality, pollution friendly, sustainable materials and project tracking with reasonable milestone.

The Interior Designer will be required to attend meetings with MauBank Ltd as and when required.

The General scope of the consultant is as follows:

(a) Interior Design

Take stock of the design of MauBank for the Tribeca Mall and new concepts proposed by the Bank

(b) Quality of works and project close up

Provide the assistance to counter verify the quality of works delivered and project close up and issuance of mandatory document to the Bank

Tenderers are expected to submit their consultancy fees (fixed lump sum) as per the following:

The Bank proposes the following terms of payment of the consultancy fees:

- 10% upon award of contractor and start of the site
- 20% upon first payment of the contractor and issuance of payment certificate
- 40% upon successful site supervision until completion of the works at 75%;
- 20% upon submission of completion report and commissioning report, follow up for issuance and vetting of refurbishment/ construction handing over and as-made drawings and close out report & submission of all contractual documentations in hard (1 original) and soft (1no. DVD/ pen drive) copies.
- 10% upon successful completion of 6 months defect liability period as from the official completion date and subject to no further issue or going concerns reported to the bank



Drawings are to be provided in A1, A3 and A4 to ease reading and facilitate as much as deem required.

(c) Supervision

The consultant shall be responsible for the supervision of the implementation works acting as the appointed administrator for the works or “The Project Manager”. As the nature of the works does not warrant full-time supervision on site during the implementation phase, the Service Provider shall reasonably appoint such suitably qualified technical site staff as may be necessary to enable proper supervision of the works in accordance with the Contract Documents and internationally accepted standards and practices to the satisfaction of MauBank Ltd. The Service Provider shall supplement the services with the necessary expertise as and when warranted and if required.

(d) Assistance and validation upon submission of Drawings and mandatory documentation for project close up

Post implementation of the project, the consultant should be able to liaise with contractors for issuance of documentations/ handing over certificates/ as built drawings and warranty certificates will be required to:

- follow up issuance and vetting three (3) hard copies and a soft copy of As-Built drawings in AutoCAD or in software used and PDF version to MauBank Ltd from contractors
- follow up issuance and vetting of necessary three (3) copies of final layout plan in AutoCAD or in software used and PDF version.
- Three (3) copies of all the final drawings to be submitted to the MauBank Ltd in A1 or A2 size paper and soft copy in CD must also be submitted.
- Each revision shall require re-issue, as well.

(e) Defects Liability Period

The consultant will need to make needful inspection of the works at regular intervals as may be required during the six (6) months Defects Liability Period and issue instructions necessary to carry out any remedial works required and supervise the execution thereof and arrange for issue of the Defects Liability Certificate accordingly, subject no issue reported to the bank.

Upon issue of Final Completion Certificate, the MauBank shall approve the release of final retention money for the consultant.

(f) Implementation Arrangements

The Consultant will be solely responsible for the provision of all technical and other staff required for the proper supervision of the works.

(g) Project phases and scheduling

Below are tasks to be submitted by the Consultant as per the timeline:

Task	Completion of task within the following period
1. Provide assistance for start of the project and benchmarking on the programme of	◆ First weeks at start of the site



works of the contractor awarded for the project	
2. Assistance to supervise the Planning and report to MauBank	◆ On a weekly basis
3. Assist the PM and QS on each payment application of contractor	◆ two weeks (2) after submission of payment application from contractor
4. Submission of a report on quality or non-conformity report to MauBank based on contractor's work at site	◆ Every fortnight (every 15 days)
5. Assistance for submission of construction completion report and As-Built drawings.	◆ Two weeks (2) after date of completion of the refurbishment works.

Note: The project duration should not exceed a max. of 10 weeks of construction including snagging and minor adjustments from start, despite all actual challenges.

The mode of communication shall be through the Project Manager (mandatorily) and applies to all sub-consultants in the JV (if and where applicable).



3. Reporting and governance responsibilities of the Service Provider

The Service Provider must prepare and submit the following reports:

(b) Interior Design

Take stock of the design of MauBank for the Tribeca Mall and new concepts proposed by the Bank

(b) Quality of works and project close up

Provide the assistance to counter verify the quality of works delivered and project close up and issuance of mandatory document to the Bank

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- 20% upon submission of completion report and commissioning report, follow up for issuance and vetting of refurbishment/ construction handing over and as-made drawings and close out report & submission of all contractual documentations in hard (1 original) and soft (1no. DVD/ pen drive) copies.
- 10% upon successful completion of 6 months defect liability period as from the official completion date and subject to no further issue or going concerns reported to the bank

Drawings are to be provided in A1, A3 and A4 to ease reading and facilitate as much as deem required.

(c) Supervision

The consultant shall be responsible for the supervision of the implementation works acting as the appointed administrator for the works or "The Project Manager". As the nature of the works does not warrant full-time supervision on site during the implementation phase, the Service Provider shall reasonably appoint such suitably qualified technical site staff as may be necessary to enable proper supervision of the works in accordance with the Contract Documents and internationally accepted standards and practices to the satisfaction of MauBank Ltd. The Service Provider shall supplement the services with the necessary expertise as and when warranted and if required.

(d) Assistance and validation upon submission of Drawings and mandatory documentation for project close up

Post implementation of the project, the consultant should be able to liaise with contractors for issuance of documentations/ handing over certificates/ as built drawings and warranty certificates will be required to:

- follow up issuance and vetting three (3) hard copies and a soft copy of As-Built drawings in AutoCAD or in software used and PDF version to MauBank Ltd from contractors
- follow up issuance and vetting of necessary three (3) copies of final layout plan in AutoCAD or in software used and PDF version.



- Three (3) copies of all the final drawings to be submitted to the MauBank Ltd in A1 or A2 size paper and soft copy in CD must also be submitted.
- Each revision shall require re-issue, as well.

(e) Defects Liability Period

The consultant will need to make needful inspection of the works at regular intervals as may be required during the six (6) months Defects Liability Period and issue instructions necessary to carry out any remedial works required and supervise the execution thereof and arrange for issue of the Defects Liability Certificate accordingly, subject no issue reported to the bank.

Upon issue of Final Completion Certificate, the MauBank shall approve the release of final retention money for the consultant.

(f) Implementation Arrangements

The Consultant will be solely responsible for the provision of all technical and other staff required for the proper supervision of the works.



4. Personnel to be deployed by the Service Provider

The minimum required expertise for the personnel needed for the project is listed below for the reasonable execution of the Project:

Sn	Key Staff	Requirements
1	Interior Designer	Diploma/ Degree/ Master's Degree/RICS in Interior Designer/ Civil or like, registered with a recognised registration body with Post Graduate Qualification with at least five (5) years of professional experience and having worked on at least two (2) projects of similar nature or Complexity. Firm/s should be mandatorily CIDB registered at date of sending their proposal
2	Expert, if applicable	Certificate/ Diploma/ Degree in their expertise field, registered with a recognised registration body with Post Graduate Qualification with at least five (5) years of professional experience and having worked on at least two (2) projects of similar nature or Complexity. Firm/s should be mandatorily CIDB registered at date of sending their proposal

The services to be provided by the Interior Designer shall consist of the following: -

Pre- Contract

- a) Advise on any aspect that can influence the project's cost and measures that can be taken in order to ensure that the project remains within the agreed budget and timeline set for construction.
- b) Confirm with the main Consultant for allowance to be made in the BOQ with regards to sub contract works.
- c) follow up with appointment of sub-contractors all in line with standard procedures for construction/ refurbishment
- d) Attend and partake in site meetings as and when required with the bank alongside the main consultant.
- e) Perform the commissioning phase of the Business centre

Post Contract

- a) Submit monthly cost reports during the various stages of the project to ensure that there is no over- run-in project cost or to show how this will be achieved and communicated to the various members of the design team.
- b) Ensure a constant monitoring and cost control throughout the duration of the Contract.



- c) Ensure consistency in formats of documents enclosed in valuations.
- d) Carry out arithmetical check on all valuations. The following statement should be stipulated on the covering letter: "We, (Name of consultant), hereby confirm that we have truly carried out an arithmetical check and confirm that the valuation is in order.
- e) Carry out any re-measurement necessary under the contract
- f) Attend and partake in project management, site and coordination meetings regularly.
- g) Assist and advise the Employer on all contractual dispute with the contractor and/ or sub-contractors including arbitration, if any.
- h) Check, assess, negotiate claims in relation to extension of time in accordance with the conditions of contract. This also includes all contractual and extra contractual claims.
- i) Issue valuations. Develop and implement a procedure for review and processing of contractors' applications for payments. Request for a Contractor's schedule of values for use.
- j) no variations in the work, shall be considered by the bank.
- k) Maintain project accounting system including an accurate and updated construction cost accounting system. Costs of contracts, materials purchased directly and other appropriate items shall be included.
- l) Preparation and submission of certified final account statement and project closure with photographic report.
- m) Carry out such other minor duties as may be required of him on this project.
- n) Discuss and finalize with the Employer's representatives and Contractor's rates for any item of omitted/ reviewed.

5. Eligibility Criteria

#	Criteria	Remarks
1	Bidder and allied consultants should be registered with the Construction Industry Development Board (CIDB) as per latest revision in the regulations	Updated/ latest CIDB certificate to be provided



2	The bidder including the sub consultants have to submit an undertaking that no Government / undertaking organizations have blacklisted the bidder for any reason	Undertaking by Bidder to be provided
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Note: -

- The average annual financial amount of services provided over the last two (2) years should represent at least half of the annual contract value or part thereof for which the Bidder is selected for award.
- A consistent history of litigation or arbitration awards against the Bidder may result in disqualification.
- Provide to the 'client' a signed letter to ensure proper partnerships/ collaborations with the other sub- consultants.

6. 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. Also list details of work under way or committed, including expected completion date [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 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)		



7. Consultant'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.
- Bidders are required to include warranty clause (Annexure 1) as part of their formal response
- Bidders are required to include Oath of Confidentiality statement (Annexure 2) as part of their formal response.
- Proposal should include documents as per Annexure 3
- 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.
- Provide IP in terms of sustainable solutions rather than classical mode of construction. Same may also consider IP from other sub-consultants as well.



C. Specific Terms and Conditions

- A unique site visit shall be conducted on **10th of January 2024** between 10.00 hrs. to 13.00 hrs. at Tribeca Mall allocated Lot 40 to MauBank Branch Tribeca Mall Trianon, Quatre Bornes. Bidders should inform client through email procurement@maubank.mu of number of persons attending the pre-bid visit 24 hours prior
- 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 through a password protected email, addressed to the Chairperson of the Bid Opening Committee with subject **“Tribeca Project Consultancy – Interior Design - Ref: RFP/FCM/2023/97”** on the following address - procurement@maubank.mu by latest by **12.00 hrs.** (Mauritian Time) on **Thursday, 26 January 2024**

The following Bid Submission method shall be adopted for this procurement: -

Bidders are required to provide technical and financial proposal in two separate files in a single mail.

The password to open the proposal should only be shared with the bid opening committee on BidOpeningCommittee@maubank.mu just after the closure date and time (i.e. around **12hr05 P.M to 12hr15** on **Thursday, 26 January 2024**).

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

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



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

D. Annexures

Annexure 1

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;
 - 4.1 Trade License, BRN, VAT Certificate.
 - 4.2 CIDB certificate
 - 4.3 Permit or Licenses from other control enforcing authorities for this economic activity
 - 4.4 Professional Indemnity Insurance (copy) for the services requested
5. 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.
6. 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 2

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 3

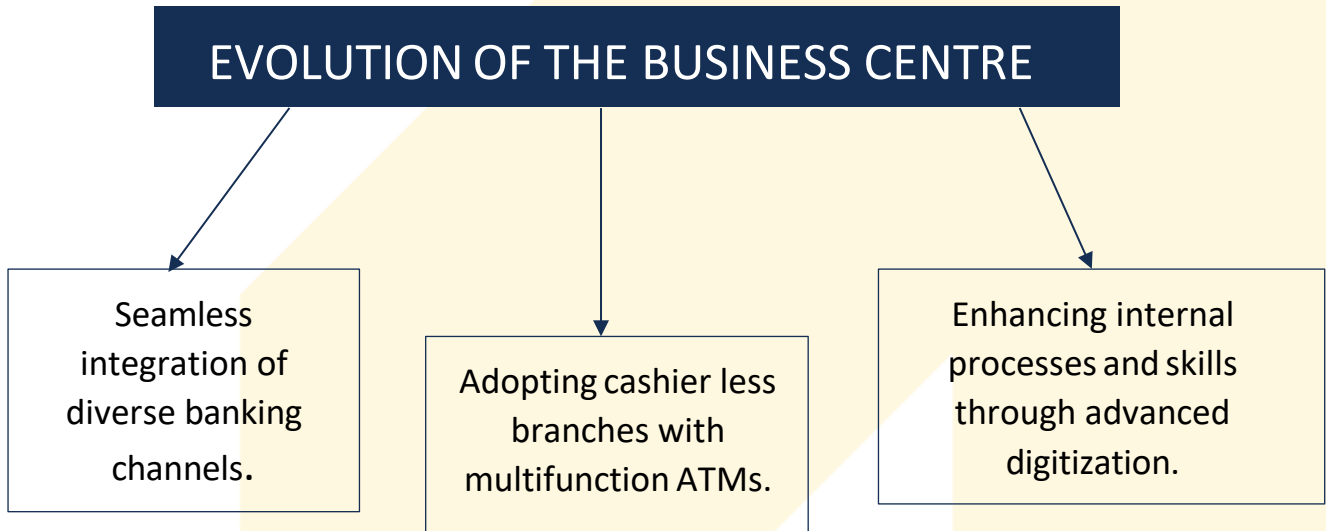
Checklist of documents to be provided along with financial proposal

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, if applicable	<input type="checkbox"/>	<input type="checkbox"/>
	- Risk Assessment practices, if applicable	<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	CIDB Certificate latest	<input type="checkbox"/>	<input type="checkbox"/>
1.6	Trade License and Professional indemnity Insurance Certificate	<input type="checkbox"/>	<input type="checkbox"/>
1.7	List of Directors and list of shareholders	<input type="checkbox"/>	<input type="checkbox"/>
1.8	Structure of the company: whether it's public, private, or a partnership	<input type="checkbox"/>	<input type="checkbox"/>
1.9	List of references of business carried out over the last five years in Banking institutions or financial organizations stating name of clients, client contact details, location of work, contract value and duration/contract period.	<input type="checkbox"/>	<input type="checkbox"/>
1.10	Audited accounts and financial statement for the last three years	<input type="checkbox"/>	<input type="checkbox"/>
1.11	Testimonials	<input type="checkbox"/>	<input type="checkbox"/>
1.12	Oath of Confidentiality	<input type="checkbox"/>	<input type="checkbox"/>
1.13	Letter of Undertaking/ Warranty clause 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, if applicable at the time of bidding or exercise	<input type="checkbox"/>	<input type="checkbox"/>
1.14	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"/>
1.15	The bidder has to submit an undertaking that no Government/undertaking organizations have blacklisted the bidder for any reason	<input type="checkbox"/>	<input type="checkbox"/>
2	Human Capital – Qualities and skills:		
2.1	Evidence to demonstrate Service Provider has sufficient logistic and manpower to deliver the service diligently	<input type="checkbox"/>	<input type="checkbox"/>
3	Would you be willing to have a bank account with MauBank, for ease of quick payment etc., if you are providing services to the Bank	<input type="checkbox"/>	<input type="checkbox"/>

MauBank Business Centre for the future

Business Centre of the future

The bank business centre of the future goes beyond the normal existing concepts, centered on digital technology, offering a plethora of services and prioritizing customer relations.



Inside Look

Digital teller-

Enabling 24/7 remote support in the bank's physical branch involves a self-service desk equipped with a unified application for transactions, videoconferencing, document signing, product sales, onboarding, and personalized marketing.



Internet banking kiosk



Video Banking -

Enabling assisted self-service transforms the customer experience with 24/7 support via ATMs and ASDs. This approach not only broadens service accessibility but also evolves into comprehensive assistance, customer education, and retention, enhancing the overall user experience.



Leveraging advanced technology to enhance the appeal of our branches by creating a more engaging and customer-centric environment.

Our commitment extends beyond providing assistance; we strive to cultivate a sustainable atmosphere that aligns with our ecological values. Through innovative technological solutions, we aim to seamlessly integrate customer interactions, offering not only assistance but also an immersive and environmentally conscious experience.



The waiting area is meticulously designed to offer customers a smooth blend of comfort and cutting-edge technology. Customers can relax in a modern and inviting space equipped with digital displays, providing real-time updates and information.



The ambiance is curated to create a positive and welcoming atmosphere, ensuring that the wait becomes an opportunity for customers to engage with interactive displays or conveniently access online banking services via available tablets.





Our commitment is to transform the waiting experience into a moment of both relaxation and productivity, embodying the forward-thinking approach of the bank of the future. ATM Display with waiting area



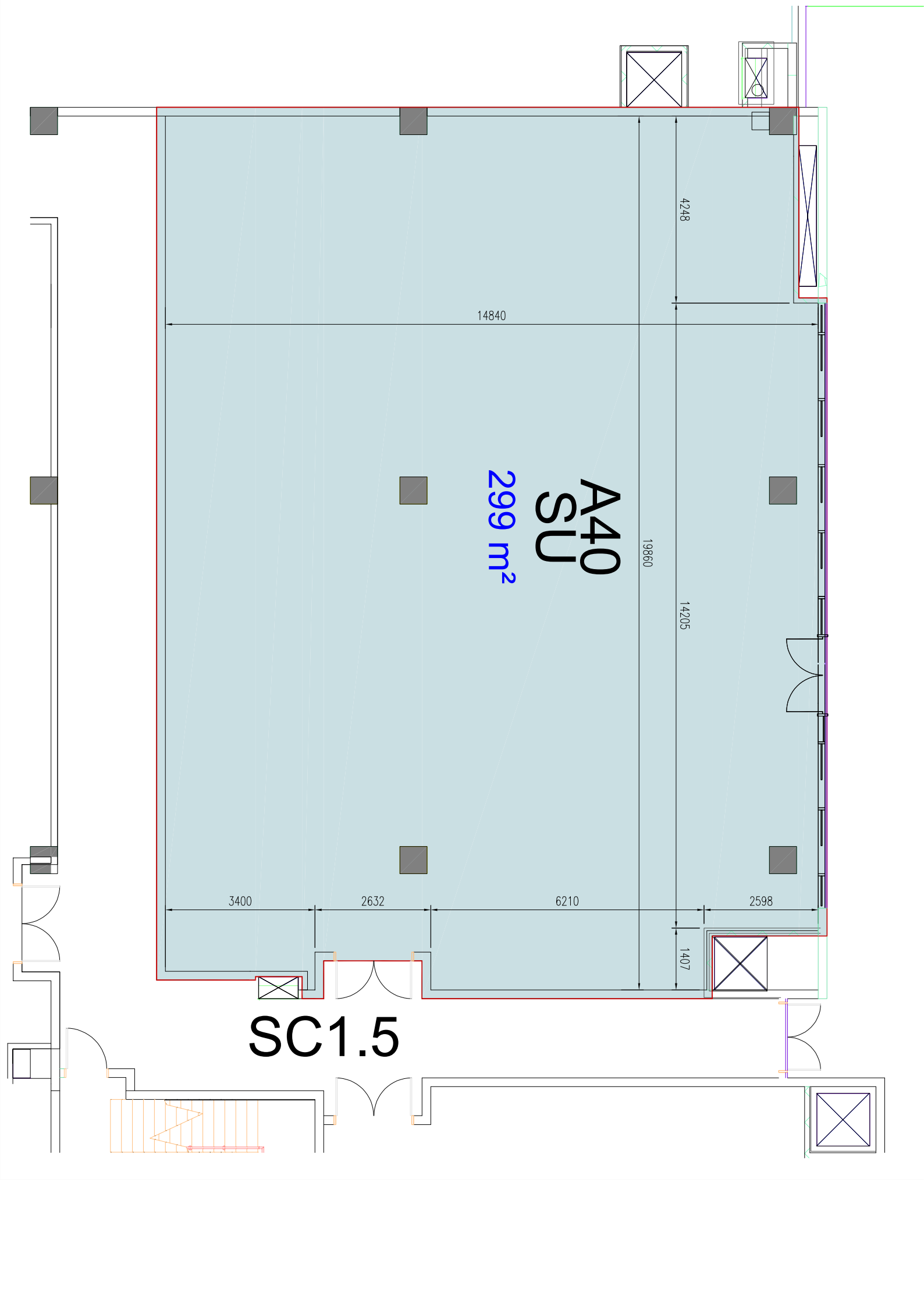
Employees are immersed in a work environment that embraces a refreshing green atmosphere.

Surrounded by lush and invigorating greenery, the workspace is designed to foster not only productivity but also a sense of well-being. The natural elements contribute to a calming ambiance, promoting a positive and collaborative atmosphere among the team.



This thoughtfully crafted environment reflects our commitment to sustainability and the overall health and satisfaction of our employees. Welcome to a workplace where the green surroundings not only enhance the aesthetics but also create a conducive and revitalizing setting for our dedicated team

End of RFP



A40
SU
299 m²

SC1.5

14840

4248

19860

14205

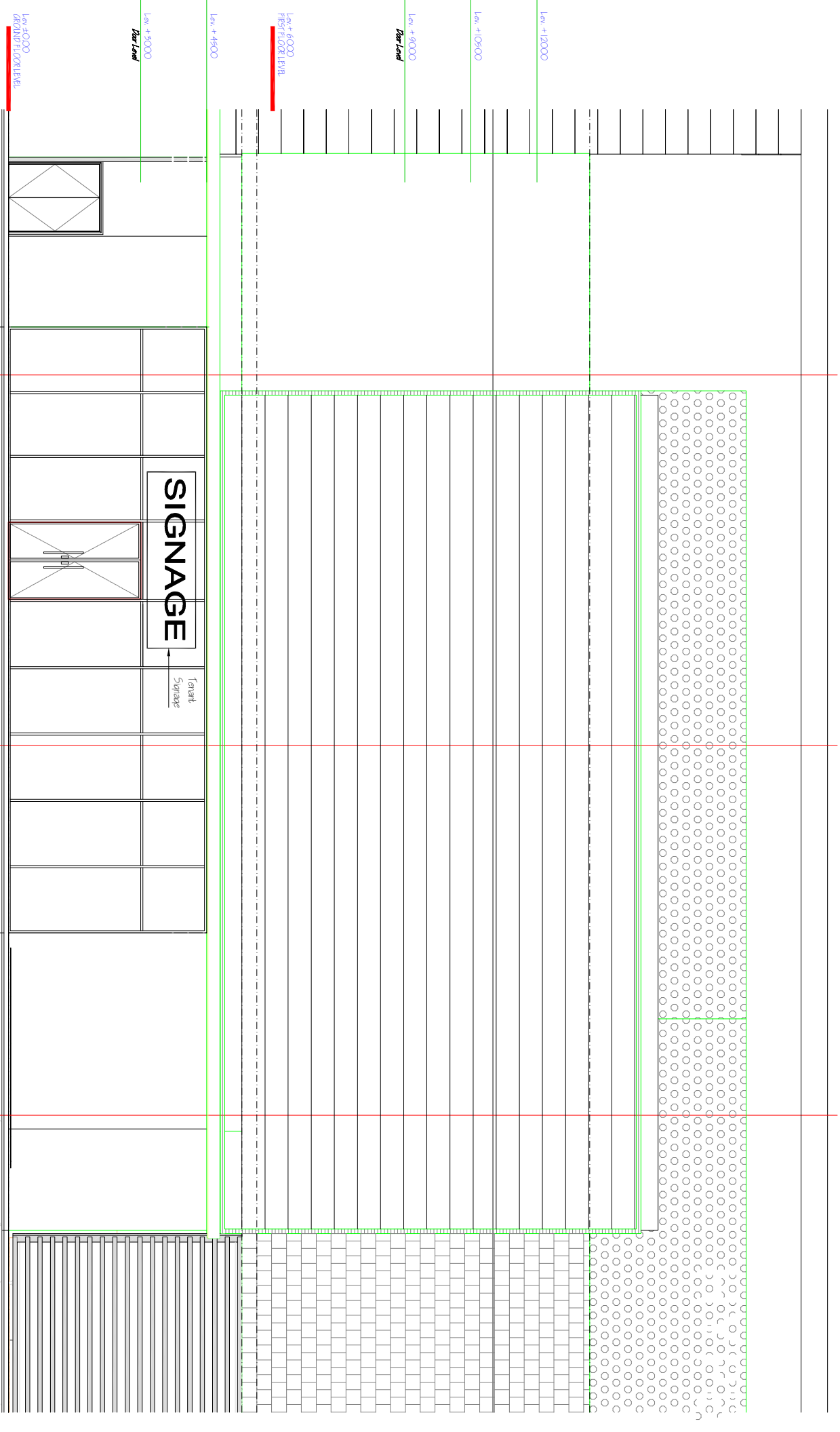
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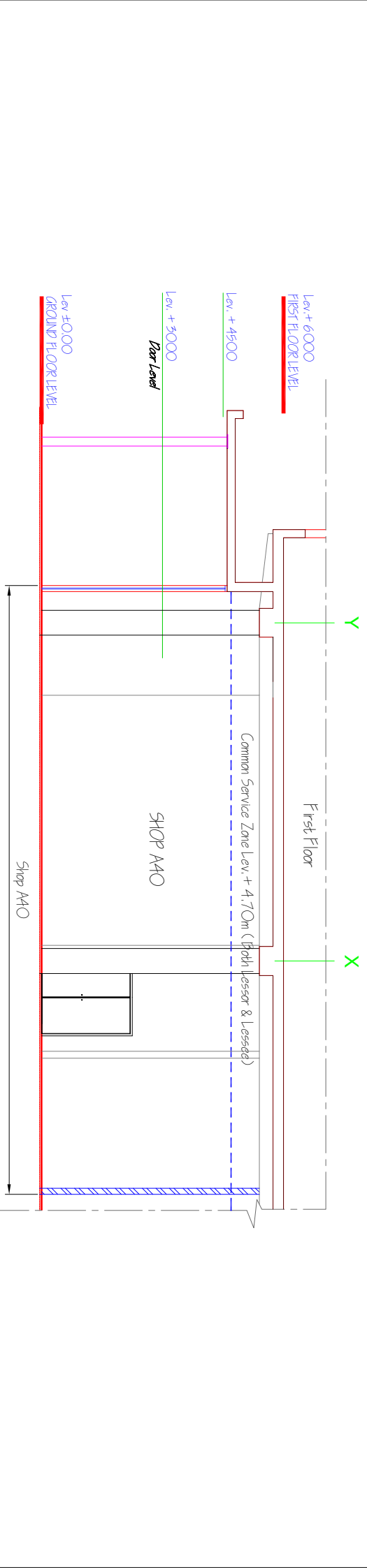
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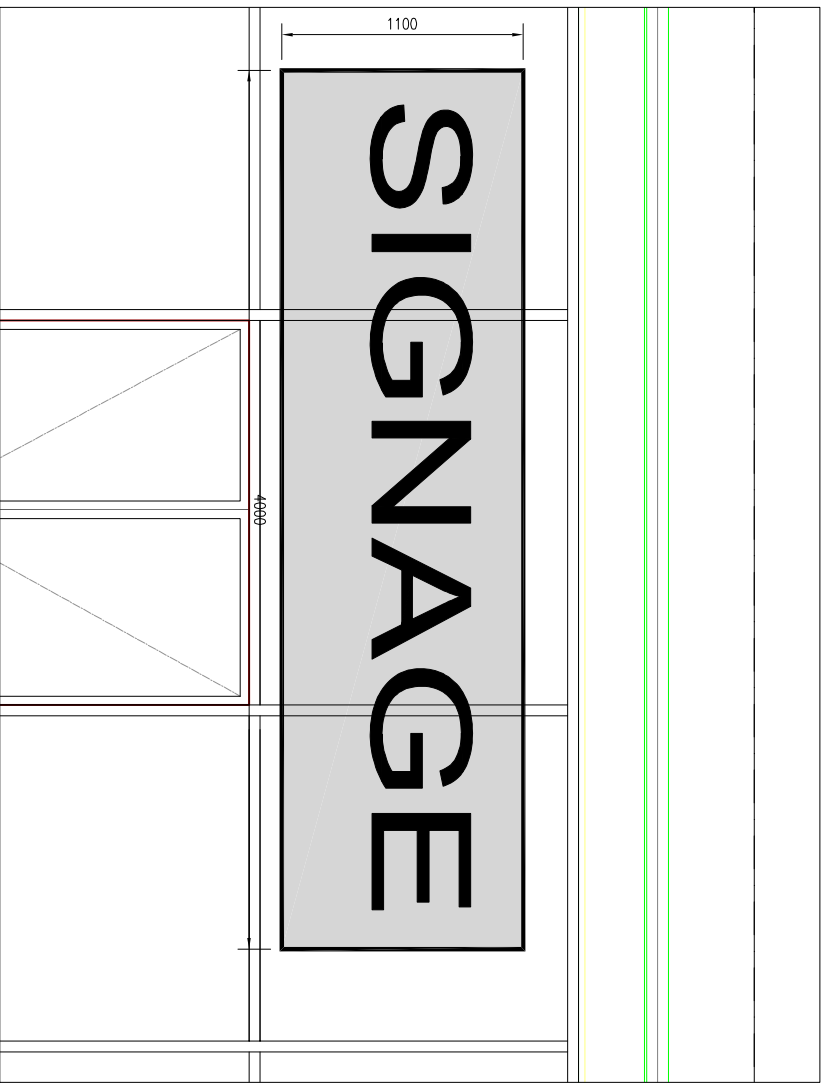
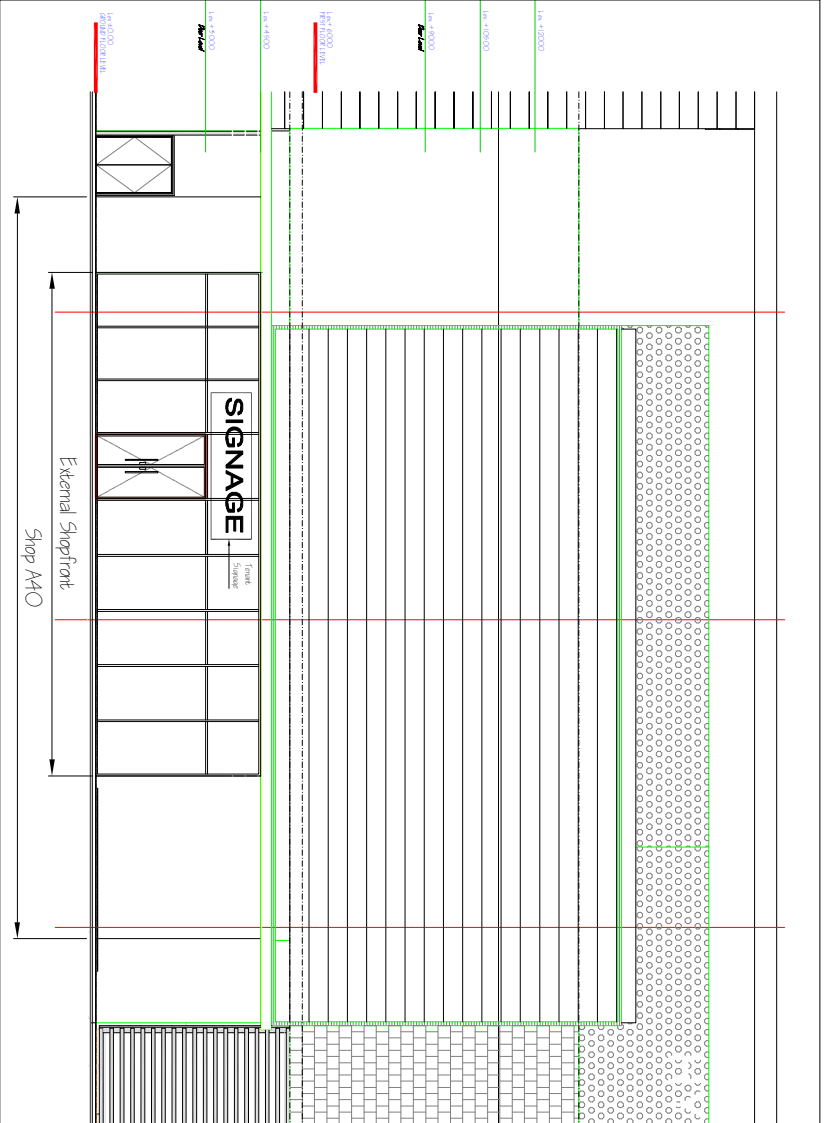
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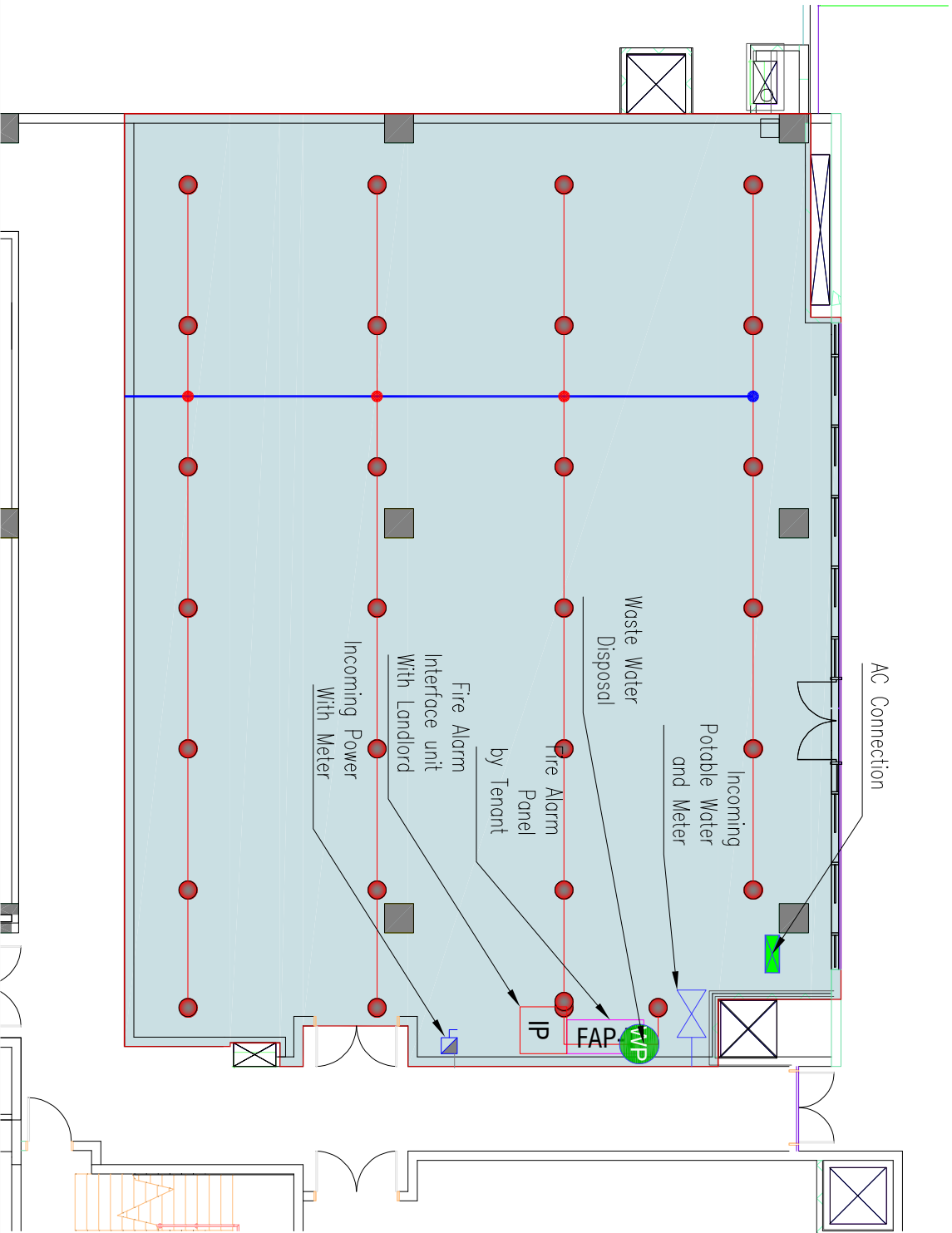
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
















Legend

-  Duct Routing for Lessor
-  AC Connection for Tenant
-  Fire Alarm Interface Unit with Landlord
-  Fire Alarm Panel by Tenant
-  Fire Alarm Stop Monitor Unit
-  Drainage Riser
-  Incoming Power and Meter
-  Incoming Potable Water and Meter
-  Fire fighting Sprinkler System
-  Sewer Disposal
-  Waste Water Disposal
-  Fan Coil Unit (FCU)
-  F&B Kitchen Exhaust Riser

MUTUAL CONFIDENTIALITY AGREEMENT ('Agreement')

DATE: ...th 202..

PARTIES

- I. MauBank Ltd, ("**MauBank** ") whose registered office is at 25, Bank Street, Cybercity, Ebene 72201, Republic of Mauritius
- II., whose registered office is at.....
.....

together, the "**Parties**" and each a "**Party**".

RECITALS

- A. In the course of discussions and correspondence between the Parties relating to the Proposed Transaction, each of the Parties will receive Confidential Information concerning the other, its Group, the Client and/or the Proposed Transaction.
- B. Each Party recognises and acknowledges the competitive value and confidential nature of such Confidential Information and that damage could result to the other Party if it is disclosed to any third party.
- C. This Agreement sets out the conditions on which each Party discloses to and receives from the other Party, Confidential Information.

1. DEFINITIONS

1.1 The following definitions apply in this Agreement:

"**Client**" means any underlying obligor or the company constituting the subject matter of the Proposed Transaction;

"**Confidential Information**" means all information relating to the Client, the Client Group and/or the Proposed Transaction, provided by the Disclosing Party (or disclosed on its behalf) to the Receiving Party and includes:

- (a) all information relating to the Proposed Transaction or associated with the activities of the Client and its Group (including, its business affairs, financial dealings, operations, commercial strategies, technical information, product information, clients and supplier information, goodwill and reputation, know-how, proprietary rights, designs, trade secrets and market opportunities); and
- (b) all documents that contain, reflect or use any information described in (a) above which can be either disclosed, offered, delivered, copied, acquired by observation or participation and communicated either directly or indirectly orally, in writing, electronically, in machine readable form, text, drawings, financial models, projections, plans, specifications, analyses, compilations, comparisons, evaluations, studies, designs, applications, notes, reports, records, extracts or any other means of representing or

recording and recalling information, marked as confidential,

but excludes information which:

- (i) the Receiving Party already controlled, possessed or developed independently, prior to receipt from the Disclosing Party; or
- (ii) was public knowledge at the time it was disclosed under this Agreement or becomes available to the public without breach of this Agreement; or
- (iii) the Receiving Party lawfully receives without any such restrictions or obligations of confidentiality from a third party who in turn (to the best of the Receiving Party's knowledge and belief) received such information legally and not in breach of any obligation of confidentiality.

"Disclosing Party" means, in relation to any Confidential Information, the Party or its Group member which discloses such information;

"Group" means, in relation to a Party or the Client, that Party or the Client, each of that Party's or the Client's holding companies and subsidiaries and each subsidiary of each of its holding companies and (where applicable) representative and branch offices in any jurisdiction;

"Permitted Person(s)" means the directors, employees, agents and professional advisors of the Receiving Party's Group that have a need to receive Confidential Information in connection with the Permitted Purpose and that are under a duty of confidentiality to the Receiving Party;

"Permitted Purpose" means evaluating and negotiating the Proposed Transaction;

"Proposed Transaction" means **"Tribeca project consultancy – Interior Designer - Ref: RFP/FCM/2023/97"**; and

"Receiving Party" means, in relation to any Confidential Information, the Party or its Group member which receives such information.

2. CONFIDENTIALITY UNDERTAKING FROM THE RECEIVING PARTY

2.1 In consideration for the Disclosing Party agreeing to make available to the Receiving Party certain Confidential Information, the Receiving Party agrees to:

- (a) keep the Confidential Information confidential and not (without the Disclosing Party's prior written consent) disclose it to anyone other than Permitted Persons or as provided for by Clause 3 below;
- (b) keep confidential and not disclose to anyone the fact that the Confidential Information has been made available to the Receiving Party;
- (c) use the Confidential Information only for the Permitted Purpose (unless disclosed under Clause 3);
- (d) use reasonable endeavours to ensure that any person to whom the Receiving Party discloses any Confidential Information to (unless disclosed under Clause 3) is under a duty of confidentiality to the Receiving Party, similar to the Receiving Party's obligations

under this Agreement;

- (e) not make enquiries of any Client Group member or any of their directors, employees, agents or advisers relating directly or indirectly to the Proposed Transaction; and
- (f) provide secure storage for all such Confidential Information in the Receiving Party's possession or control and apply at least the same security measures or degree of care as that which it would apply to its own confidential or proprietary information.

2.2 The undertakings are given by the Receiving Party for the benefit of the Disclosing Party without implying any fiduciary obligations on the part of the Receiving Party.

3. PERMITTED DISCLOSURE

3.1 The Disclosing Party agrees that the Receiving Party may disclose Confidential Information:

- (a) to any insurers, auditors or service providers of the Receiving Party's Group;
- (b) to any other person with the Disclosing Party's prior written consent provided that they are or will be under a duty of confidentiality to the Receiving Party;
- (c) where requested or required by any court of competent jurisdiction or any applicable judicial, governmental, supervisory, regulatory or self-regulatory body;
- (d) where required by the rules of any stock exchange on which the shares or other securities of any member of the Receiving Party's Group are listed; or
- (e) where required by the laws or regulations of any country with jurisdiction over the affairs of any member of the Receiving Party's Group.

[3.2 If disclosure is required in the circumstances contemplated in Clause 3.1 (c), Clause 3.1 (d) or Clause 3.1 (e), the Receiving Party will (except where the disclosure is to a supervisory or regulatory body during the ordinary course of its supervisory or regulatory function over a member of the Receiving Party's Group), to the extent permitted:

- (a) notify the Disclosing Party of the disclosure (prior to such disclosure if reasonably practicable); and
- (b) if deemed appropriate by the Receiving Party, discuss with the Disclosing Party the content and extent of such disclosure.]'

4. NOTIFICATION OF UNAUTHORISED DISCLOSURE

4.1 The Receiving Party will promptly advise the Disclosing Party the circumstances (to the extent reasonably practicable and permitted) of any unauthorized disclosure, misappropriation or misuse by any Permitted Person or other third party of any Confidential Information upon the Receiving Party being put on notice of the same.

5. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

5.1 All Confidential Information disclosed by the Disclosing Party (or on its behalf) will be deemed to be the property of the Disclosing Party and the Receiving Party and the Permitted Persons will have no rights in title except as expressly agreed to by the Disclosing Party. If the Disclosing Party requests in writing, the Receiving Party will:

(a) either return or destroy all Confidential Information in the possession of the Receiving Party;

and

(b) use reasonable endeavours to procure that the Permitted Persons return or destroy such Confidential Information.

5.2 This Clause will not apply to the extent that any applicable law, rule or regulation or any applicable judicial, governmental, supervisory or regulatory body or the Receiving Party's internal policy requires it or any Permitted Person to retain any such Confidential Information. The obligations of confidentiality under this Agreement will continue to apply in such circumstances.

6. CONTINUING OBLIGATIONS AND EXPIRY

6.1 The obligations in this Agreement are continuing and will cease on the earliest of:

(a) if either Party becomes a party to or otherwise acquires (by assignment or sub participation) an interest, direct or indirect in the Proposed Transaction;

(b) the date of execution of a definitive agreement between the Parties with respect to the Proposed Transaction; and

(c) twelve months from the date of this Agreement.

7. NO REPRESENTATION

7.1 The Receiving Party acknowledges and agrees that the Disclosing Party:

(a) makes no express or implied representation or warranty as to, or assumes any responsibility for, the accuracy, reliability or completeness of any of the Confidential Information or any other information supplied by the Disclosing Party or any Client Group member or the assumptions on which it is based; or

(b) is under no obligation to update or correct any inaccuracy in the Confidential Information or any other information supplied by the Disclosing Party or any Client Group member or be otherwise liable to the Receiving Party or any other person in respect to the Confidential Information or any such information.

8. REMEDIES

8.1 The Receiving Party acknowledges and agrees that the Disclosing Party or the Client Group members may be irreparably harmed by any breach of this Agreement and damages may not be an adequate remedy. It is agreed that the Disclosing Party is entitled to seek an injunction or specific performance or similar remedy against any conduct or threatened conduct which is or would be a breach of this Agreement.

9. MISCELLANEOUS

- 9.1 This Agreement sets out the full extent of the Parties' obligations. Failure or delay by the Disclosing Party to enforce any of its rights under this Agreement shall not be taken as or deemed to be a waiver of such right. No waiver or amendment of any provision of this Agreement shall be valid or binding unless the waiver or amendment is made in writing and signed by the duly appointed representatives of both Parties.
- 9.2 If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, such provision shall not affect the other provisions of this Agreement, which shall remain in full force and effect. The Parties shall use reasonable endeavours to find a new provision, resembling the invalid one, taking the original intent and purpose into consideration.
- 9.3 All notices under this Agreement shall be in writing and shall be sent by fax or first class registered or recorded delivery post to the Party being served at its address specified above and marked for the attention of that Party's signatory of this Agreement. The date of service shall be deemed to be the day following the day on which the notice was transmitted or posted as the case may be.
- 9.4 Nothing contained in this Agreement shall be construed to create an exclusive contractual arrangement, association, trust partnership or joint venture or impose a trust or partnership or fiduciary duty, obligation or liability between the Parties other than provided in this Agreement or to create any duty, standard of care or liability to any third party.
- 9.5 This Agreement is personal to the Parties and shall not be assigned or otherwise transferred in whole or in part by either Party without the prior written consent of the other Party.
- 9.6 This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.
- 9.7 This Agreement constitutes the entire Agreement and understanding between the Parties and supersedes any previous agreement, understanding, warranties and arrangements between the Parties relating to the Confidential Information and the Proposed Transaction.

10. INSIDE INFORMATION

- 10.1 The Parties acknowledge that some or all of the Confidential Information may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities laws relating to insider dealing, market abuse or market misconduct. The Parties undertake not to use any Confidential Information for any unlawful purpose.

11. THIRD PARTY RIGHTS

- 11.1 Unless stated otherwise in this Agreement:
- (a) a person not a Party to this Agreement has no right to enjoy or enforce any benefit under it; and

(b) the consent of any person not a Party to this Agreement is not required to amend this Agreement.

11.2 Notwithstanding any provisions of this Agreement, the Parties do not require the consent of any Client Group member or any member of either Party's Group to rescind or vary this Agreement at any time.

12. LIMITATION OF LIABILITY

12.1 Each Party excludes all liability for indirect, consequential, special or punitive loss or damage, including loss of business, profit or goodwill (whether the loss arises in contract, tort, under any statute or otherwise in connection with this Agreement) even if:

(a) the loss was reasonably foreseeable; or

(b) the other Party knew of the likelihood of the loss.

12.2 Each Party remains liable for any direct loss the other Party suffers arising from the first-mentioned Party's fraud, gross negligence or willful misconduct.

13. GOVERNING LAW AND JURISDICTION

13.1 This Agreement and any non-contractual obligations arising out of or in connection with it is governed by the laws in force in Mauritius and the Parties submit to the non-exclusive jurisdiction of the courts of that place.

13.2 The Parties shall attempt to solve any dispute arising out of or in connection with this Agreement by means of alternative dispute resolution such as but without limitation mediation. Any dispute, controversy or claim which may arise under this Agreement or the breach, termination or invalidity thereof which could not be resolved amicably, shall be resolved by arbitration by three (3) arbitrators appointed as follows: each Party shall appoint one arbitrator and the third arbitrator shall be appointed by mutual agreement of the two arbitrators failing which, the latter shall be appointed by a Judge of the Supreme Court of Mauritius sitting in Chambers. The place of arbitration shall be Mauritius, the costs of arbitration shall be borne by the losing party, the language of arbitration shall be English and the decision of the arbitrator shall be final binding and enforceable on both Parties and not subject to any appeal.

EXECUTED AS AN AGREEMENT IN TWO ORIGINALS ON: .../ /202...

SIGNED for and on behalf of
MauBank Ltd
by its duly authorized representative:

Name: Beekram Heeramun
Title: Senior Manager – Facilities Management

SIGNED for and on behalf of
.....

by its duly authorised representative in:

Signature of Representative

Name:

Title: