



OPEN ADVERTISED BIDDING: MAILING SERVICES

6 October 2021



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A. Overview

MauBank Ltd is seeking proposals from eligible and qualified bidders for the delivery of daily courier (Mailing) Services.

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

MauBank Ltd is seeking proposals from eligible and qualified bidders for the delivery of daily courier (Mailing) Services from: -

1. Ebene Sub Office to Business centers
2. Business Centers to Ebene Head Office
3. Ebene Sub Office to Port Louis
4. Port Louis to Ebene Sub Office

List Business Centres

#	Business Centers	Address
1	Chemin Grenier	Royal Road, Chemin Grenier
2	Curepipe	Royal Road, Curepipe
3	Flacq	Cnr Charles De Gaulle and Francois Mitterrand Street, Central Flacq
4	Goodlands	Royal Road, Goodlands
5	Grand Bay	Richmond Hill Complex, Grand Bay
6	Lallmatie	Corner Tagore & Royal Road, Lallmatie
7	Mahebourg	Corner Delices & Mariannes Street, Mahebourg
8	Port Louis, Place D'Armes	1, Queen Street, Place D'Armes, Port Louis
9	Port Louis, Pope Hennessy	25, Pope Hennessy Street, Port Louis
10	Quatre Bornes	C/R Osman & St Jean Road, Quatre Bornes
11	Riviere Du Rempart	Riverside Shopping Complex, Royal Road, Rivière Du Rempart
12	Rose Belle	Royal Road, Baramia, Rose Belle
13	Rose Hill	477, Royal Road, Rose Hill
14	Saint Pierre	Kendra Commercial Centre, St Pierre
15	Terre Rouge	Premises of Kishnasamy Veerasamy, Royal Road, Terre Rouge

16	Triolet	Royal Road, Triolet
17	Vacoas	Independence Avenue, Vacoas

List of Buildings

1	Ebene Sub Office	Bramer House, Ebene Cybercity, Ebene
2	Ebene Head Office	25 Bank Street, Ebene Cybercity, Ebene

2. Duties and scope of services

2.1 Courier mail services for Business Centres

- Courier mail trips starts from Ebene Sub Office (Mailing Room) at 13h30 where mailbags should be collected and delivered to the above-mentioned Business Centres by latest 15h00 on a daily basis during week days.
- The mailbags should be collected back from mailboxes affixed in each Business Centre as from 18h30 on the same day, for remittance at Ebene Head office, on a daily basis during week days.
- The Service Provider shall be provided with one copy of the key of each mailing box for them to keep in their possession, in order to facilitate collecting back of couriers from each Business Centre.
- The final delivery of couriers should reach Head Office same day at latest 20hr00 on a daily basis during week days.
- The Service Provider should ensure that couriers are packed in secured mail bags, safeguarded by seal tags prior to collection.
- Both the Service Provider and Bank officers should endorse that the mail bags are properly sealed with seal tags prior to collection during business hours.
- Moreover, the Service Provider shall compulsorily be required to provide an acknowledgement receipt with a specific seal tag reference, followed by validation from the Bank officer in charge.

2.2 Trips from Ebene to Port Louis and vice versa:

Trips shall necessitate conveyance of mailbags and items parcels / boxes containing kitchen objects, stationeries or computer equipment.



Details of trips (Daily Basis): -

- I. Courier should be picked up at Ebene Sub Office at **10:30 am**. The vehicle should travel to Ebene Head Office and then to Place D'Armes Business Centre. The courier should arrive at Place D'Armes by latest **11:00 am** (There may be couriers that needs to be delivered to the Head office and as well as courier that needs to be delivered from Head office to Place D'Armes)

Courier should be picked up at Place D'Armes Business Centers at **11:00 am**. The vehicle should travel to Ebene Head Office and then to Ebene Sub Office. The courier should arrive at Ebene Sub Office by latest **11:30 am** (There may be couriers that needs to be delivered to the Head office and as well as courier that needs to be delivered from Head office to Ebene Sub Office)

- II. Courier should be picked up at Place D'Armes Business Centers at **Noon**. The vehicle should travel to Ebene Sub Office. The courier should arrive at Ebene Sub Office by latest **12:30 pm**.

- III. Courier should be picked up at Ebene Sub Office at **13:30 pm**. The vehicle should travel to Ebene Head Office and then to Place D'Armes Business Centre. The courier should arrive at Place d'Armes by latest **14:00 pm**. (There may be couriers that needs to be delivered to the Head office and as well as courier that needs to be delivered from Head office to Place D'Armes)

Courier should be picked up at Place D'Armes Business Centers at **14:00 pm**. The vehicle should travel to Ebene Head Office and then to Ebene Sub Office. The courier should arrive at Ebene Sub Office by latest **14:30pm**. (There may be couriers that needs to be delivered to the Head office and as well as courier that needs to be delivered from Head office to Ebene Sub Office)

Note: The trips may also require to transit to Pope Hennessy Business Centre (Port Louis) in case of any dispatch.

3. General requirements and special duties:

- The Service Provider shall be required to take all necessary and required precautions to protect Bank's courier and any assets being transported during the transit.



- Only safe and secure means of transportation and logistics shall be used for efficient delivery of this service, and secured against bad weather, riots or other act that may cause prejudice to the Bank.
- The Service Provider may split mailing trips in segments at its discretion, for collection and delivery of items.
- Mail trips may contain boxes containing kitchen items, stationery items and computer equipment and accessories, and Service Provider guarantees security and safeguarding of Bank items from collection to delivery time frame.
- All such tasks should be undertaken in accordance with the best-recognized practice in the industry and with the applicable Occupational Safety and Health Legislations.
- 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.
- The quality of service deliverables and cut-off times set forth in this document should not be impacted, regardless of the staff absences or unforeseen circumstances mentioned above such as cyclonic class 2/ post-cyclonic conditions, flooding, pandemic crisis, restricted areas (red zones), amongst others.
- 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.
- The supplier needs to detail how he intend to deliver service to the bank in terms of the logistics to be deployed, the human capital resources and the quality assurance methodology.
- In case of force majeure which include but not limited to flood, drought, pandemic situations, riots, the supplier may be required to continue services in red zone areas as to be declared by the government. The supplier must provide a proposal on his methodology for service continuation in such event. Further details provided in section 5.

4. Supplies

- The Service Provider shall be required to provide seal tags with a unique sequence numbering to an approximate quantity of 800 units per month. Quantity shall be subject for review upon addition or closure of Bank's sites.



- The Service Provider shall provide safe and secure mailbags for transportation of courier. Understandably, the mail bags shall be a model approved by the Bank in prior, and conditioned for replacement every six (6) months, and upon wear and tear, or any other adhoc requests as required in view to ensure safety of materials conveyed.
- In the absence of timely supplies of seal tags, the Service Provider should arrange to provide appropriate padlocks and keys for safeguarding the sealed bags.

5. Force Majeure Conditions (Cyclones, Pandemic or Emergency situations)

- Necessary arrangements and provision for continuity of service shall be catered by Service Provider to ascertain that the site response is available during cyclone warning class III and IV, pandemic, natural calamities and any other emergency conditions, as applicable.
- Likewise, no disruption to service shall occur during any pandemic situations, where Service Provider shall be required to deliver services which include but not limited to enforcement of sanitary protocols recommended by the authorities such as checking of face masks, checking of body temperature, social distancing etc.
- Service Provider shall also stand be 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.
- A contingency plan should be submitted to describe the continuity of service in the event of a Force Majeure as listed above.

6. 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>	<p>Financial statement for the last 3 years to be provided</p>

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

7. 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)		

8. 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 listed in 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 . All site visits should be conducted between 11th to 14th 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 "Mailing Services" at latest by **14:00 pm on Tuesday, 19 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 **14.10 pm on Tuesday, 19 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.

9. 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 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

Performance Benchmark

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.	Uniform and equipment	15		
2.	Presence of all Shifts on duty (timely replacement, no lateness)	15		
3.	Complaint (from clients or bank officials)	15		
4.	Log book record	10		
5.	Reporting	20		
6.	Professionalism	25		
	TOTAL	100		



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 SP 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.

10. 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

- (a) All the personnel posted on the Bank's site should be well presented, groomed and project professionalism.
- (b) 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 28th 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.

E. 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.

1. Ebene Sub Office to Business Centers and from Business Centers to Head Office:

No.	Business centers	Year 1 Mur	Year 2 Mur
1	Chemin Grenier		
2	Curepipe		
3	Flacq		
4	Goodlands		
5	Grand Bay		
6	Lallmatie		
7	Mahebourg		
8	Port Louis, Place D'Armes		
9	Port Louis, Pope Hennessy		
10	Quatre Bornes		
11	Riviere Du Rempart		
12	Rose Belle		
13	Rose Hill		
14	Saint Pierre		
15	Terre Rouge		
16	Triolet		
17	Vacoas		
Sub Total			



Vat		
Grand Total		

2. Trips from Ebene to Port Louis and Vice Versa

	Year 1	Year 2
Description	Cost (Ex-VAT)	Cost (Ex-VAT)
Mail services within Ebene and Port Louis as listed in Section 2.2		
VAT 15%		
Total		



Annexure 2

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

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

- (a) 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;
 - (b) I/we have understood the clauses specified in this bid and will abide to same in this response to the Bid;
 - (c) 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;
 - (d) I/we undertake to inform the Bank of expiry and submit updated copies of the following operating licenses (if Applicable);
 - 1.1 Trade License.
 - 1.2 Permit in handling of a dangerous chemical or any other licences enforced by the Ministry of Health & Quality of Life, as applicable.
 - 1.3 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	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"/>
2.2	Details and specifications on the pool of replacement of Cleaning Operators for the bank's Premises	<input type="checkbox"/>	<input type="checkbox"/>