



MauBank Ltd

Request for Proposal:
Outsourcing Recovery of Small unsecured Debts

Reference: RFP/SAM/2023/65

26 September 2023

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DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or additional information relevant to the subject matter, subsequently provided to applicants, whether verbally or in documentary form by or on behalf of MauBank Ltd, is provided to the applicants on the terms and conditions set out in this RFP document and such other terms and conditions subject to which such information is provided.

This RFP is not neither an agreement nor an offer by MauBank Ltd to the prospective applicants or any other person. The purpose of this RFP is to provide the Service Provider(s) with information needed to assist in the formulation of their proposals. This RFP does not claim to contain all the information that each Service Provider may require. Each Service Provider should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. MauBank Ltd makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or Completeness of this RFP. MauBank Ltd may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

PART 1: INSTRUCTION TO BIDDERS

General Instruction to Bidders

A. Bidder shall not have Conflict of Interest

Bidders should mandatorily declare conflict of interest situations in the tender or proposal to be submitted to the Bank at the onset. Bidders as well as the shareholders directors of the bidding company should mandatorily declare any liabilities / any other accounts held at MauBank Ltd.

All bidders should consent to the retrieval of MCIB in their names/ shareholders / directors of the bidding company. 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.

B. 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.

C. 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.

D. Sections of Bidding Documents

The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and amendments, if any, thereto. RFP shall be deemed to have been submitted after careful study and examination with full understanding of its implications. The proposal should be precise, complete and in the prescribed format as per the



requirement of this RFP. Failure to furnish all information required by this RFP or submission of a proposal not responsive to this RFP in every respect will be at the Service Provider's risk and may result in rejection of the proposal.

E. 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.

F. Language of RFP Response

The RFP response prepared by applicants, as well as any communication or document involving the RFP, between the applicants and MauBank Ltd shall be in English only.

G. Cost of Bidding

The Bidder shall bear all costs (direct and indirect, associated with the preparation of the proposed solution including any demonstration, detailed discussions and proof of concept of the proposed solution). The Service Provider will supply all necessary materials and equipment 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.

H. 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 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).

I. Confidentiality

This RFP is meant strictly for the invited Service Provider and for the sole purpose of submitting a proposal in response to the RFP and may not be used or shared with any other party or for any other purpose without the express written consent of the Bank.

The information contained in this RFP is proprietary to the Bank and must be treated by the Service Provider as CONFIDENTIAL. The information is to be used by each Service Provider solely for the purpose of preparing a response to this RFP and may not be used or shared with any other party or for any other purpose without the express written consent of the Bank.

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.

J. 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.

K. 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.

L. Late Bids

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

M. 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.

N. 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.

Specific Instruction to bidders

A. Partnership

The Service Provider is not allowed to form partnership with other solution provider/s in order to provide the service required by the Bank.

B. Communication

The Service Provider shall follow strict instruction of this bid: From the issue date of this RFP until the selection is announced, responding Service Providers may not communicate, either orally or in writing regarding this RFP with any staff except as stated in this document. To ensure equal treatment for each responding Service Provider, all questions regarding this RFP must be submitted by email ONLY to the Contact Persons provided by the bank. All such questions will be answered by email. Replies to the questions / clarifications having an impact in the scope of requirement will be sent to all Suppliers who have intentions of submitting a response to the RFP. Service Providers failing to comply with this requirement will be subject to disqualification.

C. Content of RFP Document

The major requirement of the proposal, procedures and General Terms & Conditions are set in the RFP documents. The RFP documents include:

PART 1: Instructions to bidders

PART 2: Introduction

PART 3: Scope of Work

Annexure – 1: General Requirement

Annexure – 2: Contents and Formats of Technical RFP

D. Acknowledgement of Service Provider

By submitting the Proposal, it shall be deemed true that the applicant has:

- made a complete and careful examination of the RFP;
- received all relevant information requested from MauBank Ltd;
- acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to above;
- satisfied itself about all matters, aspects and information, necessary and required for submitting an informed Application proposal and performance of all of its obligations thereunder;
- acknowledged that it is not in a situation of Conflict of Interest; and agreed to be bound by the undertaking provided by itself under the terms and conditions hereof.

MauBank Ltd shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or aspect arising out of or concerning or relating to the RFP or the Selection Process, including any error or mistake therein or in any information or data given by itself.

E. Documents comprising the RFP Response

The RFP response prepared by the applicant shall consist of the different parts as required by the bidding document. The RFP not in compliance to the requirements shall be immediately rejected.

F. Bid Submission Procedures

The proposal in three separate password-protected email addressed to the Chairperson of Bid Opening committee and with Subject “**Outsourcing Recovery of Small unsecured Debts – Ref: RFP/SAM/2023/65**” should be sent to the Procurement department at **latest by 12.00 P.M (Mauritian Time) on Monday, 9 October 2023.**

Your password-oriented email should strictly be sent to the procurement department on the following - procurement@maubank.mu

***NOTE: - IF the email size and attachments are more than 10 MB, File must be split and sent in different emails, or can be sent via drop box or we transfer.**

The password to open the proposals should only be shared with the bid opening committee on BidOpeningCommittee@maubank.mu just after the closure date and time (i.e. between **12.05 P.M to 12.15 P.M (Mauritian time) on Friday, 27 October 2023**). If email (s) are not password protected, MauBank Ltd will assume no responsibility for the premature opening of the bid.

G. 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 latest **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.

A prospective bidder requesting additional information relative to the “Scope of services” shall submit a signed ‘Non -Disclosure Agreement (NDA)’ prior in doing so. (Refer to annex 3)

H. Number of Proposals

The applicant is eligible to submit only one bid for consideration.

I. Bid Validity Period

Bid shall remain valid for a period of **120 days** after the bid submission deadline. The Bank shall reject a bid which has a shorter validity period.

PART 2: INTRODUCTION

MauBank Ltd started its operation on the 4th of January 2016 following a merger of National Commercial Bank (NCB) and Mauritius Post and Cooperative Bank Ltd (MPCB). MauBank Ltd is held by MauBank holdings Ltd which is itself a wholly state-owned company.

MauBank Ltd operates in Corporate banking (Domestic & International), Consumer banking (Retail & Private) and SME. The Bank's distribution network consists of 19 Business Centres and 31 ATMs across Mauritius including e-banking services to deliver proximity services to its customers.

MauBank Ltd is considering the outsourcing of a portfolio of small unsecured non-performing debts aggregating about Mur 150m. Fee will be in the form of success fee payable on amount recovered. The successful firm will enter in an agreement with MauBank Ltd. This document constitutes the formal Request for Proposal for **Outsourcing Recovery of Small unsecured Debts**.

All bidders are deemed to have past experience of carrying out similar tasks.

Interested Service Providers are required to read through this document carefully and provide requested information together with all supporting documents.

PART 3: SCOPE OF WORK

1. Overview of the scope of the Service(s)

The Service Providers are required to quote the success fee applicable on debt to be collected. The service provider(s) will need in their proposal to present their modus operandi for such exercise and include the following:

- The recovery of a portfolio of small unsecured debts will be outsourced to the successful bidder.
- The portfolio will remain in the Bank's book. Details of all debts will be provided to the Service Provider in password protected excel files through email for viewing of information and inserting of comments by Service Provider with respect to recovery actions undertaken.
- The excel file with relevant updates will be forwarded to the Bank on a daily basis or on a frequency as specified in an SLA.
- The portfolio will be undergoing recovery/ follow-ups on payment against a success fee, the rate of which needs to be quoted in the bidding document.
- The service provider will implement its own strategy for recovery but in line with law, Bank of Mauritius and other Regulatory Guidelines and Bank policies. However, the Service Provider must be able to provide assurance to the bank for the following:
 - a) Confidentiality of data- The service provider will have to provide details of how it will ensure bank data integrity and confidentiality in its proposal. Bidder should have a policy in place to ensure confidentiality, Integrity and accountability. The policy should define the control put in place by bidder. The Bank's Internal Audit will check the control in place whether bidder is complying
 - b) Its processes and procedures for recovery to mitigate all risks associated and their system of internal control for Bank to meet regulatory requirements.
 - c) Of its contingency plan in case of any incident as to the ongoing process. Risk assessment will be done by bank to assess bidder's readiness in case of any cyber-attack or bank data breach and ensure bidder has an adequate cyber security infrastructure to protect bank data and an appropriate DR (Data recovery) contingency plan.
 - d) Steps taken to upgrade and secure infrastructure networks as per prevailing Bank of Mauritius Cyber Security and Technology Risk Management Guideline and client details.
 - e) That the aspect of fraud prevention is covered in its process.
 - f) Any potential conflict of interest shall be brought to the attention of the Bank.
 - g) To detect and prevent any sort of collusion which may be detriment to the Bank and its reputation.
 - h) Kind of services and work ethics for this kind of job in view of the Banking specificities. The service provider shall have to:
 - Comply with applicable laws, regulations, Bank of Mauritius guidelines
 - Avoid situations which may result in conflict of interest;
 - Work without allowing itself to be influenced by any personal interest or relationships
 - Avoid misuse of position and powers conferred upon them

- Avoid any influence and / or interference, either directly or indirectly in the management and administration of the Bank's operations and business activities.
- Respect the confidentiality obligation as per Section 64 of the Banking Act, with regards to information received in the course of the work assigned to them and shall continue to be bound by this obligation after the termination of the assignment
- Prevent misuse of information gained in the course of their duties for any purpose other than that intended by, and for the Bank;
- Make use of the Bank's name and information only in the interest of the Bank and for no any other purpose;
- Not tolerate any type of violence committed against customers of the Bank. The Service Provider and its Employees are forbidden from engaging in violent activities or making threats.

i) Its Resources specialized in the job.

j) Its Financial stability.

- The Service Provider will not collect any money from the Borrowers / Guarantors. The Service Provider will require Borrowers / Guarantors of the debts to call at the Bank to effect payments.
- The Service provider will connect/ liaise with the Bank in cases where Borrowers wish to make a compromise settlement and/or a restructuring.
- The success fee will be paid within an agreed timeline and will be a percentage of the money collected by the bank from clients referred by the Service Provider to effect payment.
- The Service provider will need to provide an insurance cover against potential risk(s) including cyber-insurance risk, the Bank might be exposed in this outsourcing exercise.
- Scope of duties of potential Service Provider shall not include legal action including a legal notice by a lawyer.

1.1.1 Eligibility Criteria/Pre-qualification

The bidder must possess the requisite experience, preferably implementation of the proposed solution in the financial sector, strength and capabilities for providing the solution necessary to meet the requirements, as described in the RFP document.

The bidder must also possess the technical know-how and the financial capability that would be required to successfully deliver the required solution. Eligibility criteria are mandatory and any deviation from the same will attract disqualification.

1.1.2 Overall Responsibility

- The Bidder is obliged to work closely with the Bank's staff, act within its own authority, and abide by directives issued by the Bank that are consistent with the terms of the Contract.

- The Bidder is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- The Bidder shall have an experienced counterpart resource to handle this requirement for the duration of the Contract. The Bank may also demand a replacement of the manager if it is not satisfied with the manager's work or for any other reason.
- The Bidder shall take the lead role and be jointly responsible with the Bank for producing a finalized project plan and schedule, including identification of all major milestones and specific resources that the Bank is required to provide.
- The Bidder will not disclose the Bank's information it has access to. In case there is breach of confidentiality from the part of the service provider, the service contract will be terminated immediately.

1.1.3 Taxes and Incidental Costs

The prices and rates in the financial offer will be deemed to be inclusive of all taxes (Vat, withholding tax and any applicable duties) and any other incidental costs and should be quoted in Mauritian rupee.

ANNEXURE – 1- GENERAL REQUIREMENT

Bidders, willing to be considered for the tender for Supply, Implementation and Support of a Debt Collection Solution are expected to furnish the Bank with among others, the following vital information, which will be treated in strict confidence by the Company:

A CORPORATE INFORMATION

No.	PARTICULARS	RESPONSE [If space is insufficient, please use a separate sheet]
1.2.1	Full name of organization:	
1.2.2	Is your organization (Please tick one)	
	i) A public limited incorporated company? attach a copy of Certificate of incorporation including any Certificate of Change of Name, Memorandum & Articles of Association	
	ii) A public listed company? If yes, please attach a copy of Certificate of incorporation including any Certificate of Change of Name, Memorandum & Articles of Association	
	iii) A limited incorporated company? If yes, please attach a copy of Certificate of incorporation including any Certificate of Change of Name, Memorandum & Articles of Association	
	iv) A partnership? If yes, please attach certified copy of the Partnership Deed and business name certificate	
	v) A sole trader? If yes, please attach a certified copy of the business name certificate	
	vi) other (please specify)	
1.2.3	Company Registration number (if this applies) attach a copy of Certificate of incorporation including any Certificate of Change of Name or relevant certificate from country of incorporation.	
1.2.4	Date and country of Registration:	
1.2.5	Full physical address of principal place of business:	
	Full postal address of the business:	

1.2.6	Registered address if different from the above: Post Code:											
1.2.7	Telephone number:											
1.2.8	Fax number:											
1.2.9	E-mail address:											
1.2.10	Website address (if any):											
1.2.11	Company/Partnership/Sole Trader Tax PIN: (Please provide a certified copy of the PIN Certificate)											
1.2.12	VAT Registration number: (Please provide a certified copy of the VAT Certificate)											
1.2.13	Period in which you have been in the specific business for which you wish to bid.											
1.2.14	Current Dealership letter/certification for Equipment preferably issued in 2013 where applicable.											
1.2.15	Names of the Shareholders, Directors and Partners.											
1.2.16	Associated companies (if any)											
1.2.17	Please provide a copy of the latest annual returns for the last two financial years together with the filing receipt as filed at the Companies Registry											
1.2.18	Name of (ultimate) parent/holding company (if this applies):											
1.2.19	Company number of parent/holding company (if this applies):											
1.2.20	If a consortium is expressing interest, please give the full name of the other organization (the proposed consortium partners should also complete this questionnaire in its entirety)											
1.2.21	Name and contacts of the Legal Representative of the company; Name, Title; Telephone, Fax and Email address.											
1.2.22	Contact person within the organization to whom enquiries about this bid should be directed:	<table border="1"> <tr> <td>NAME:</td> <td></td> </tr> <tr> <td>TITLE</td> <td></td> </tr> <tr> <td>TEL:</td> <td></td> </tr> <tr> <td>FAX:</td> <td></td> </tr> <tr> <td>EMAIL:</td> <td></td> </tr> </table>	NAME:		TITLE		TEL:		FAX:		EMAIL:	
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B FINANCIAL INFORMATION

No.	PARTICULARS		
	What was your turnover in the last two years? for year ended --/--/---- for year ended --/--/----
	Has your organisation met all its obligations to pay its creditors and staff during the past year?		Yes / No
	If no, please give details:		
	Have you had any contracts terminated for poor performance in the last three years, or any contracts where damages have been claimed by the contracting authority?		Yes / No
	If yes, please give details:		
	What is the name and branch of your bankers (who could provide a reference)?	Name:	
		Branch:	
		Telephone Number:	
		Postal Address:	
		Contact Person Name:	
		Contact Position	
		Contact E-mail:	
	Provide a copy of the following		
	<ul style="list-style-type: none"> A copy of your most recent audited accounts (for the last two years) 		
	<ul style="list-style-type: none"> A statement of your turnover, profit & loss account and cash flow for the most recent year of trading (for the last two years) 		

	<ul style="list-style-type: none"> ▪ A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position.
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C BUSINESS ACTIVITIES

No.	PARTICULARS
1	What are the main business activities of your organization? i.e, service centre, call centre, legal unit, (please specify).
2	<p>How many staff does your organization have?</p> <p>Indicate the number under each category</p> <ul style="list-style-type: none"> i. Technical (Permanent....., Temporary.....) ii. Recovery Officer (Permanent....., Temporary.....)
3	<p>Please generally describe the experience and expertise your organization possesses that will enable you to effectively and efficiently undertake the work you are bidding for, as required by MauBank Ltd.</p> <ul style="list-style-type: none"> • Attach you company organogram (organization chart) with emphasis on the job you are bidding for. • Attach CV's of key staff
4	Please submit a declaration that all staff within your organization that are or will be involved in the project are or will be permitted to work within your organization under the laws of Mauritius or the laws of the country in which it is established.

D TRADE REFERENCES

Please provide in the table below details of the projects you have undertaken relevant to the job you are bidding for performed **over the last three (3) years**, or that are relevant to this bid document.

No	Customer Organization (name)	Customer contact name and phone number	Contract reference and brief description:	Date contract awarded	Value of businesses transacted: (Mur /USD/Euro)
1					
2					
3					
4					
5					
6					
7					
8					

E CERTIFICATIONS, ACCREDITATIONS AND APPROVALS

Detail any relevant certifications and accreditations by principals or accreditation bodies and attach copies of such certification. Such certifications may be for your company or for your individual staff as relevant to the work they do and the key skills for the service or goods you propose to provide.

F AGENCIES AND PARTNERSHIPS

- Detail any agencies and partnerships that you have that are relevant to the categories of goods and/or services you are interested in supplying.
- List your primary sources of supply for goods that you propose to supply.

G MANAGEMENT POLICIES

- Employee Integrity
 - How does the firm ensure the integrity of staff? Detail any related policies.
- Code of Conduct/Ethics
 - Does your company have a code of conduct? If so, please attach a copy.
 - Indicate if your company subscribes to a professional body with a code of conduct/ethics.
- Company employment policy
 - Does the firm have a documented employment policy? What are key highlights from this policy if in existence?
- Environmental Policy/Green Agenda Policy

- Is your firm ISO 140001 certified or do you have an environmental policy as an organization?
- Is your waste segregated as per different waste streams?
- How are wastes from your firm disposed?

e) Customer Service

- Does the firm have a documented policy on Customer Service?
- Which position in your firm is responsible for customer service and how is this position supported by other functions?
- Does your firm use any performance management techniques, including customer satisfaction measurement? If so, what are the key parameters?

BUSINESS PROBITY AND LITIGATION MANAGEMENT

Please confirm whether any of the following criteria applies to your organization: Note that failure to disclose information relevant to this section may result in your exclusion as a potential MauBank Ltd supplier.

No	PARTICULARS	RESPONSE
1	Is the organization bankrupt or being wound up, having its affairs administered by the court, or have you entered into an arrangement with creditors, suspended business activities or any analogous situation arising from similar proceedings in Mauritius or the country in which it is established?	
2	Please provide a statement of any material pending or threatened litigation or other legal proceedings where the claim is of a value in excess of USD 20,000.	
3	Has any partner, director, shareholder or employee whom you would propose to use to deliver this service been convicted of an offence concerning his professional conduct?	
4	Has any partner, director or shareholder been the subject of corruption or fraud investigations by the police, Mauritius Anti-Corruption Authority or similar authority in the country in which your organization is established?	
5	Has the organization not fulfilled obligations relating to the payment of any statutory deductions or contributions including income tax as required under Mauritian law or the laws of the country in which it is established?	

6	Please state if any Director shareholder/ Partner and / or Company Secretary of the Organization is currently employed or has been employed in the past 3 years by MauBank Ltd	
7	Please state if any Director / Partner and / or Company Secretary of the Organization has a close relative who is employed by MauBank Ltd and who is in a position to influence the award of any supply award. A “related party” refers to spouse, parents and children	

I INSURANCE

Bank will require an insurance cover from the Service Provider against potential risk(s) it might be exposed in this outsourcing exercise.

Please provide details of your current insurance cover		Value
1	Employer’s Liability:	
2	Public Liability:	
3	Professional Indemnity (if applicable)	
4	Cyber security insurance	
45	Other (specify)	

J. EVALUATION

(a) Requirements for Preliminary Evaluation

The following documents should be attached.

- i. Certificate of Incorporation/Business Name Certificate
- ii. Trading Certificate/Business Permit
- iii. Certificate from relevant regulatory authority (where applicable)
- iv. Data processor certificate from Data Protection Office
- v. Manufacturers Authorization /or equivalent (where applicable).
- vi. TAX PIN Certificate or equivalent
- vii. Tax Compliance certificate or equivalent
- viii. List of Directors, telephone and their postal address
- ix. Audited Accounts (Two years)
- x. Bank Account Information
- xi. CVs of Senior Staff
- xii. Organogram/Organization Chart

ANNEX 1.2 – CERTIFICATE OF COMPLIANCE

All Suppliers should sign the certificate of compliance below and return it together with this tender document.

We _____ have read this tender document and agree with the terms and conditions stipulated therein.

Signature of renderer

Date.....

Company Stamp/Seal.

ANNEX 1.3 – REFERENCES

References of similar services for organizations similar to MauBank Ltd in size and complexity are preferred: -

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:



Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

Note: The bidder should provide at least three certified recommendation letters from a previous client as detailed above.

ANNEXURE -2: CONTENTS AND FORMAT OF PROPOSAL

The major sections of the proposal should be organized as follows:

1. Introduction

This section should provide a brief write-up about the proposal, Service Provider and Solution.

2. Service Provider Information

This section should provide all the relevant information about the Service Provider, including the required Service Provider information.

3. Service/Solution Information

This section should provide information about the Service /Solution to be implemented by the Service Provider.

4. Functional Details

This section should discuss in a proper structure / flow, the functional specifications of the Service/ Solution. It also highlights the value-added features, functionalities, reports, graphs, charts, tables, dashboards and any other interesting outputs, measurements, etc., that the system provides (to be included in the proposal), but which we may have missed in the write-ups above.

5. Support

This section should discuss the support methodology to be adopted by the Service Provider, in executing this Service(s), support center details, staffing, response time, service level requirements, onsite support arrangement, etc.

6. List of documents/ enclosures

Documents, other than the commercial documents, that must be submitted with the proposal are the following: -

- a) Details about the support centers and staffing structure of the Service Provider.
- b) All the other Supporting Documents
- c) Any other relevant legal document

7. Evaluation weightage

Description	Detail	% rating
Functional	How far service meet bank scope functional requirement without customization	40
Pricing	The success fee payable by the Bank to the service provider.	60

MauBank Ltd reserves the Right to accept any proposal, and to annul the RFP process and reject all proposals at any time prior to award of contract without thereby incurring any liability to the affected Service Provider or Service Providers or any obligation to inform the affected Service Provider or Service Providers of the grounds for MauBank's action. Any decision in these regards by MauBank Ltd shall be final, conclusive and binding on the Service Provider.

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 *Outsourcing Recovery of Small unsecured Debts – Ref: RFP/SAM/2023/65*; 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.

ANNEXURE -4: KNOW YOUR VENDOR (KYV) DOCUMENTARY SUBMISSION REQUIREMENTS

KYV Documents to be provided by interested service provider, (where applicable):

a) Company Profile

- Official name of the company, its address, its telephone number, and its e-mail address
- The name of the founder(s)/owner(s) and the names and titles of the key members of the company
- The list board of directors, if there is a board
- The structure of the company: whether it's public, private, or a partnership
- The overall business activities of the company
- The achievements and experience of the company
- The Financial data related to the company (Financial Statement for the last three Years)
- References
- The company's overall strategy, including its purpose and mission statement
- The operations and mission of the company, including what sets it apart from other companies

b) Business Registration Certificate

c) Certificate of Incorporation

d) Local Authority Permit (Licenses required in the required field)

e) CIDB Certificate (where applicable)

f) VAT Certificate (for VAT registered Company)

g) 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? – YES / NO.

h) Does any of your company Owners, Directors, shareholders, has/have a PEP (Politically Exposed Person, Family members & close associate) status, as described by regulations in force? - YES / NO. If Yes provide details (name of person & position):

.....

This is to enable MauBank Ltd to comply with its obligations pursuant to Regulation 15 of the Financial Intelligence and Anti- Money Laundering Regulations 2018 and its underlying laws, relating to measures to combat money laundering and the financing of terrorism.

i) Related Party Transaction declaration – as per section 50 of BoM Act 2004 & section 100 of Banking Act 2004 / section 28(4):

(a) Does your organisation hold any shareholding in MauBank Ltd. Yes / No

If yes, provide details:

(b) Does any of your organisation owner/s, directors, shareholders, senior executives, has any related party as described by the above regulations, at MauBank Ltd.

If yes, provide details (names & position):

.....

(Any changes in the above shall be communicated to MauBank Ltd)

ANNEXURE -5: AGREEMENT TEMPLATE – TO BE SIGNED-OFF UPON AWARD

THIS AGREEMENT is made on the day of

BETWEEN: -

- I. MauBank Ltd hereinafter referred as the “Customer”, having its registered office at 25, Bank Street, Cybercity, Ebene 72201, Republic of Mauritius bearing registration number C07027648 duly represented by its
.....
- II. hereinafter referred as the “Service Provider” or “SP”, whose registered office is at bearing registration number duly represented by its,
(Name of person)

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

WHEREAS-

- A. The Customer is licensed to carry on Banking Business in Mauritius.
- B. SP is willing to provide some of its services to the Customer.
- C. The Customer is willing to make use of those services on the terms and subject to the conditions hereinafter contained.

1. Scope of services

- i. The Service Providers are required to carry out the recovery of a portfolio of small unsecured debts as follows:
 - a) The portfolio will remain in the Bank’s book. Details of all debts will be provided to the Service Provider in password protected excel files through email for viewing of information and inserting of comments by Service Provider with respect to recovery actions undertaken.
 - b) The excel file with relevant updates will be forwarded to the Bank on a daily basis or on a frequency as specified in an SLA.
 - c) The portfolio will be undergoing recovery/ follow-ups on payment against a success fee, the rate of which needs to be quoted in the bidding document.
 - d) The service provider will implement its own strategy for recovery but in line with law, Bank of Mauritius and other Regulatory Guidelines and Bank policies.
 - e) The Service Provider will not collect any money from the Borrowers / Guarantors. The Service Provider will require Borrowers / Guarantors of the debts to call at the Bank to effect payments.
 - f) The Service provider will connect/ liaise with the Bank in cases where Borrowers wish to make a compromise settlement and/or a restructuring.

- g) The success fee will be paid on within an agreed timeline and will be a percentage of the money collected by the bank from clients referred by the Service Provider to effect payment.
 - h) The Service provider will need to provide an insurance cover against potential risk(s) including cyber-insurance risk, the Bank might be exposed in this outsourcing exercise.
 - i) Scope of duties of potential Service Provider shall not include legal action including a legal notice by a lawyer.
- ii. Standard of Care: In providing the Services, SP will exercise the same degree of care as it has historically exercised in providing such Services to its Affiliates prior to the date hereof, including at least the same level of quality, responsiveness and timeliness as has been exercised by SP with respect to such Services.
- iii. Records: SP shall keep full and detailed records dealing with all aspects of the Services performed by it and:
 - (a) shall provide access to the related records to the Customer at all reasonable times; and
 - (b) shall maintain the records in accordance with good record management practices and with at least the same degree of completeness and care as it maintains for its other similar business interests.

2. Services outside the scope of this agreement

- i. For the avoidance of doubt, any service not contained within this agreement shall be subject to a separate agreement or amendment of this agreement.
- ii. Any variation to the scope of services that will be agreed upon, and any resulting additional work will be subject to an amendment of this agreement, prior to such work being performed.

3. Working principles

- i. SP will strongly support the Customer to ensure the timely allocation and availability of resources.
- ii. The Customer will be able to have access to a designated officer of the SP in case clarification or investigations are required to validate or confirm specific facts or information relating to or impacting the work that is being conducted.

4. The Customer Responsibilities

SP confirms that the definition and scope of the services detailed herein is agreed by the Customer to be sufficient to address the Customer's foreseeable needs. It is agreed that responsibility for providing support and assistance in the course of this agreement rests with the SP.

5. Fees

- i. Payment of invoices will be made as per particulars below:

Account Number:

Account Name:

Bank Name:

- ii. The Customer shall pay to the Supplier the Charges within thirty (30) days after the date on which the Customer receives a correct and error-free invoice.
- iii. All Charges and other sums payable under this Agreement are exclusive of Value Added Tax and equivalent taxes in other countries which will be payable at the applicable rate.
- iv. The Supplier shall, where requested by the Customer, comply with the Customer's invoicing requirements (electronic or otherwise)

6. Force Majeure

- i. SP shall be under no liability to the Customer to perform any obligation or delay in performance arising as a result of force majeure, namely, circumstances beyond the control of SP which shall include (but shall not be limited to) acts of God, act of war, perils of the sea or air, fire, flood, drought, disease outbreaks including epidemics, pandemics, explosion, sabotage, accident, embargo, riot, terrorist attacks, civil commotion, including acts of the government, inability to supply the Software, materials, breakdown of equipment or labour disputes of whatever nature, strikes and lockouts.

7. Limitation of liability

- I. Neither party limits or excludes its liability (i) in respect of any deceit, theft, fraud or fraudulent misrepresentation by it or its employees, and in the case of Supplier, by Supplier Personnel; (ii) for death or personal injury caused its negligence; (iii) under clauses 10 (Intellectual Property Rights); (iv) breach of clause 11 (Confidentiality); (v) breach of clause 12 (Data Protection); or (vi) to the extent such limitation or exclusion is not permitted by law. Subject to clause 7(i) the maximum aggregate liability of the Supplier to the Customer (other than the liability covered by clause 7(i)) shall in respect of each default be limited to 150% of the Charges paid or payable under this Agreement.
- II. Subject to clause 7(i), the maximum aggregate liability of the Customer and its Affiliates (other than liability covered by clause 7(i)) shall, in each Contract Year, be limited to the total Charges paid for Goods and Services under this Agreement during such Contract Year.
- III. Subject to clauses 7(i), neither party will be liable to the other party for any indirect or consequential loss or damage including any indirect loss of business or profits, in each case whether arising from negligence, breach of contract or otherwise.

8. Third party rights

- i. The services will be provided only to and for the Customer in accordance with the terms of this agreement and for no other purpose.
- ii. 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.

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.

9. Termination

- i. This Agreement may be terminated for convenience by the Customer at any time by giving to the SP not less than 14 days prior written notice.
- ii. The following events shall allow the Customer to terminate this Agreement, in whole or in part, with immediate effect on giving written notice to the Supplier.

- a) material breach by SP of this Agreement (being a single event or a series of events which are together a material breach) which is either not capable of being remedied, or, if the breach is capable of being remedied, the Supplier fails to remedy such breach within 30 days of receiving written notice requiring it to do so;
 - b) SP is affected by an Insolvency Event
- iii. Within 30 days of expiry or termination of this Agreement, SP will return or destroy all Personal Data and any copies thereof, unless legislation or regulation prevents it doing so, in which case the SP undertakes that it will no longer process such Personal Data and will comply with the provisions of clause 13 (Confidentiality) in relation to such Personal Data such that the Personal Data remains confidential.

10. Intellectual Property Rights

- i. All Intellectual Property Rights belonging to a party prior to the execution of this Agreement shall remain vested in that party.
- ii. None of the Intellectual Property Rights in the Customer's trademarks and brands shall be used by the Supplier for any purpose without the Customer's prior written consent;
- iii. SP hereby grants to the Customer, their agents and contractors, a worldwide, royalty-free, non-exclusive, perpetual, non-transferable licence (including the right to grant sub-licences) to use (i) any and all Intellectual Property Rights in the Goods, and (ii) any other Intellectual Property Rights to the extent necessary to:
 - (a) receive or use the Services;
 - (b) to enable the full benefit of ownership of the Goods, and (c) perform its obligations or exercise rights under this Agreement.
- iv. SP shall at all times whether during or after termination or expiry of this Agreement indemnify and keep indemnified the Indemnified Parties against all losses suffered by, incurred by or awarded against any Indemnified Party or which are agreed by the Customer (or the relevant Indemnified Party) to be paid by way of settlement or compromise, arising out of or in relation to:
 - (a) any infringement or alleged infringement of any Intellectual Property Rights of any third party which is suffered by, incurred by or awarded against any Indemnified Party as a result of the Customer's (or the relevant Indemnified Party's) receipt of the Services or its use or possession of any Goods or Intellectual Property Rights provided or otherwise made available to any Indemnified Party; or

- (b) any negligent or willful (or negligent and willful) act or omission of SP, its employees, agents or contractors in supplying, delivering or installing (or any one or more of them) the Goods whether or not such losses were foreseeable at the Effective Date

11. Governing law and jurisdiction

- i. The contract shall be governed by and interpreted in accordance with the laws of Mauritius. Should any dispute arise between the parties, the parties shall attempt to resolve the dispute amicably, in good faith by senior level negotiations. Mauritian Courts shall have exclusive jurisdiction over any complaint or disagreement relating to this Agreement that cannot be resolved by such negotiations.

12. Data Protection

- i. Notwithstanding the remaining provisions hereof, the Customer and SP hereby warrants and represents to the other that in the event that they Process any Personal Data, they shall comply with all Data Protection Legislation (to the extent directly applicable to the party in question) and such compliance shall include, but not be limited to, maintaining a valid and up to date registration or notification (where applicable) under the relevant Data Protection Legislation.
- ii. The Customer and SP hereby warrants and represents to the other that they have collected all necessary consents and done all such things as may be required under the Data Protection Legislation and any other applicable law relating to the protection of privacy, for the transfer of the Personal Data to the other party for the purposes of the other party Processing it as contemplated by this Agreement.
- iii. SP shall not Process, transfer or permit access to any Personal Data outside the jurisdiction within or from which SP's obligations are being performed or the Personal Data is being Processed save to the extent notified to the Customer in writing in advance and in compliance with all Data Protection Legislation and any other applicable law relating to the protection of privacy or the access to information.
- iv. SP shall notify the Customer promptly and in any event within twenty-four hours of becoming aware of any actual, suspected or alleged loss, leak or unauthorised Processing of any Personal Data.
- v. SP shall notify the Customer promptly upon receiving a request for information made in terms of the Data Protection Legislation, claim, complaint or allegation relating to the Customer's

compliance with the Data Protection Legislation in relation to the Personal Data (the Enquiry), and Supplier shall provide the Customer with all such assistance in dealing with and responding to such Enquiry as the Customer shall reasonably request, provided always that SP shall not take any other action in relation to any such Enquiry without the prior written authorisation of the Customer.

- vi. SP shall implement appropriate technical and organizational measures to protect Personal Data against unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure of the Personal Data. Such measures shall be appropriate to the harm that might result from unauthorised or unlawful Processing or accidental loss, destruction or damage to Personal Data and to the nature of Personal Data to be protected and shall include taking reasonable steps to ensure the reliability of employees having access to the Personal Data.
- vii. In the event that a third party Processes any Personal Data on behalf of SP, SP shall procure compliance by such third party with the Data Protection Legislation
- viii. SP shall be responsible for the acts or omissions of such third party in relation to such Processing as though they were SP's acts or omissions.

13. Confidentiality

- i. Neither party will disclose to any third party without the written consent of the other party, any confidential information received as a result of or in connection with the receipt of, or the provision of, Services. Both parties agree that any confidential information shall only be used for the purposes of providing or receiving Services or any other contract between the parties. For the purposes of this Contract, 'Confidential Information' means any information relating to the Company's business which for the time being is being treated as confidential.
- ii. Notwithstanding the above, either party will be entitled to disclose information (including know-how):
 - to their respective regulatory bodies or legal advisers; or
 - to a third party to the extent that this is required by any court of competent jurisdiction, or by a governmental or regulatory authority or where there is a legal duty or requirement to disclose
- iii. SP will promptly advise the Customer of the full circumstances (to the extent legally permitted) of any unauthorised disclosure, misappropriation or misuse by any person or other third party of any Confidential Information upon the SP being put on notice of the same.

14. Miscellaneous

- i. This Agreement is the complete and exclusive statement of the agreement between the Parties and supersedes all prior proposals, understandings and all other agreements, oral and written, between the Parties relating to the subject matter of this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both Parties.
- ii. Force Majeure: Any delay or failure by either Party in the performance of this Agreement will be excused to the extent that the delay or failure is due solely to causes or contingencies beyond the reasonable control of such Party.
- iii. If any provision, clause or part of this Agreement, or the application thereof under certain circumstances is held invalid or unenforceable for any reason, the remainder of this Agreement, or the application of such provision, clause or part under other circumstances shall not be affected thereby.

End of RFP