

SUPPLY OF SERVICES AGREEMENT DATED [INSERT DATE]

(1) SBM BANK (MAURITIUS) LTD

-and-

(2) [NAME OF SUPPLIER]

AGREEMENT FOR THE OPERATION OF STAFF CANTEEN AT SBM TOWER

| | | |
|---|-----------------------|----------|
| Table of Contents | RECITALS | 3 |
| 1. Definitions..... | 3 | |
| 2. Term..... | 9 | |
| 3. Performance of Services | 9 | |
| 4. Fees, Invoicing and Payment | 11 | |
| 5. Supplier's Obligations | 11 | |
| 6. Bank's Obligations..... | 12 | |
| 7. Personnel..... | 13 | |
| 8. Warranties and Undertakings..... | 16 | |
| 9. Intellectual Property Rights | 18 | |
| 10. Intellectual Property Rights Indemnity | 18 | |
| 11. Regulatory Indemnity | 18 | |
| 12. Liability..... | 18 | |
| 13. Insurance | 19 | |
| 14. Termination..... | 20 | |
| 15. Consequences of Termination..... | 21 | |
| 16. Confidentiality and Publicity | 22 | |
| 17. Force Majeure | 23 | |
| 18. Data Protection..... | 24 | |
| 19. Audit | 24 | |
| 20. Assignment, Subcontracting and Re-structuring..... | 24 | |
| 21. Notices | 25 | |
| 22. Whole Agreement | 25 | |
| 23. Governance | 25 | |
| 24. General..... | 25 | |
| 25. Dispute Resolution..... | 26 | |
| 26. Law and Jurisdiction | 26 | |
| SCHEDEULE 1 – SERVICES, SERVICE LEVEL & SERVICE CREDITS | 28 | |
| Part A - Services | 29 | |
| Part B - Service Levels | 42 | |
| Part C - Service Credit | 43 | |
| SCHEDEULE 2 – FEES | 45 | |
| SCHEDEULE 3 – INVOICING AND PAYMENT PROVISIONS | 46 | |
| SCHEDEULE 4 – GOVERNANCE AND MANAGEMENT INFORMATION | 48 | |
| SCHEDEULE 5– LIST OF KITCHEN EQUIPMENT | 51 | |
| SCHEDEULE 6 – COST OF SNACKS..... | 52 | |

AGREEMENT FOR THE SUPPLY OF SERVICES DATED [Insert Date]

BETWEEN:

- (1) **SBM Bank (Mauritius) Ltd**, a company incorporated under the laws of Mauritius with Company Registration Number C2193 (Business Registration Number C07002193) and having its registered office at SBM Tower, 1 Queen Elizabeth II Avenue, Port Louis, Mauritius (the “**Bank**”) and
- (2) **[NAME OF SUPPLIER]**, a company registered under the laws of Mauritius with Company Number **[INSERT NUMBER]** (Business Registration Number **[INSERT NUMBER]**) and having its registered office is at **[INSERT ADDRESS]** (the “**Supplier**”).

RECITALS

- (a) The Bank is a financial institution which undertakes banking business in accordance with the Banking Act 2004 and is duly licenced by BOM (as the term is defined hereunder).
- (b) In the performance of its banking business, the Bank requires catering services from the Supplier as part of its day-to-day operations.
- (c) The Supplier is engaged in the business of catering services and has considerable skill, knowledge, experience, and necessary and adequate resources.
- (d) In reliance upon the Supplier’s skill, knowledge and experience, the Bank has selected the Supplier to provide catering and associated services to the Bank Sites (as the term is defined hereunder) to meet the Bank’s requirements in accordance with the terms of this Agreement.

1. Definitions

- 1.1. In this Agreement the following definitions shall apply:

“Affiliate” means any person or entity Controlling, Controlled by or under common control with such Party;

“Agents” means directors, officers, employees, agents, professional advisers, contractors, sub-contractors or any Affiliate of either Party;

“Agreement” means this valuation services agreement together with the schedules and any appendices attached hereto or referred to herein;

“Bank Document” has the meaning ascribed to it in Clause 6;

| | |
|-----------------------------------|--|
| “Bank Group” | means the Bank and its Affiliates; |
| “Bank Site” | means Level 5, Kitchen, of SBM Bank Tower |
| “Bank Systems” | means the hardware, firmware, equipment, software and other electronics, computer and telecommunications devices and equipment used by the Bank in its banking business; |
| “Bank Tower” | means the SBM Tower situated at SBM Tower, 1 Queen Elizabeth II Avenue, Port Louis, Mauritius; |
| “BOM” | means the Bank of Mauritius; |
| “Business Day” | means any day, other than a Saturday, Sunday or an official public holiday in the Mauritius; |
| “Commencement Date” | means the [INSERT DATE]; |
| “Confidential Information” | <p>means Information relating to one Party or its Agents (the “Disclosing Party”) and/or the business carried on or proposed or intended to be carried on by the Disclosing Party and which is made available in connection with this Agreement to the other Party (the “Receiving Party”) (or its Agents) by the Disclosing Party (or its Agents) in connection or in the performance of this Agreement, or which is recorded in agreed minutes following oral disclosure to the Receiving Party and any other information which is otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:-</p> <ol style="list-style-type: none"> is publicly available at the time of its disclosure or becomes publicly available (other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement); or was lawfully in the possession of the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) free of any restriction as to its use or disclosure prior to its being so disclosed; or |

- c. following such disclosure, becomes available to the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) from a source other than the Disclosing Party (or its Agents), which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

“Control”

means the power, direct or indirect, to direct or cause the direction of the management and policies of such entity whether by contract, ownership of shares, membership of the board of directors, agreement or otherwise and, in any event and without limitation of the foregoing, any entity owning more than 30% of the voting securities of a second entity shall be deemed to control that second entity. The terms "Controlling" and "Controlled" shall have a corresponding meaning;

“Data Protection Legislation”

means all relevant legislation and regulations relating to the protection of Personal Data, including but not limited to the Data Protection Act 2017, as amended from time to time;

“Days”

means calendar days;

“Default”

means any breach of the obligations of either Party or any act, omission, negligent act or statement of either Party, its employees, agents or sub-contractors and in respect of which liability arises from the defaulting Party to the other Party;

“Designated Representatives”

means the Bank and Supplier representatives who are identified in Schedule 4 (Governance and Management Information);

“Dispute”

means any dispute between the Parties arising under or in connection with this Agreement;

“Fees”

means the fees for the Services calculated in accordance with Schedule 3 (Fees);

“Force Majeure Event”

means any event which affects the performance by a Party of its obligations under this Agreement and arises directly from an act of God, local government or government, war, fire, flood, earthquake or storm, acts of terrorism, explosion, civil commotion or industrial dispute affecting a Third Party (for

| | |
|--|---|
| | which a substitute Third Party is not readily available). In the case of the Supplier, such event shall only be considered a Force Majeure Event to the extent that any insurance taken out by the Supplier would not have mitigated such circumstances or the effect of such circumstances; |
| “Good Industry Practice” | means the exercise of such reasonable skill, care, prudence, efficiency, foresight and timeliness as would be expected from a reasonably and suitably skilled, trained and experienced person engaged in the same type of undertaking and for the same or similar circumstances; |
| “Health and Safety Legislation” | means all relevant legislation and regulations relating to Health and Safety, including but not limited to the Occupational Safety and Health Act 2005, as amended from time to time; |
| “Health and Safety Policy” | means the Bank’s health and safety requirements for contract works, as may be amended by the Bank from time to time; |
| “Indemnified Person(s)” | has the meaning ascribed to it in Clause 11 (Regulatory Indemnity); |
| “Information” | means all information including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs in whatever form, whether in oral, tangible or in documented form and, if in tangible or documented form, whether marked or identified as being proprietary or not; |
| “Intellectual Property Rights” | <ul style="list-style-type: none"> (a) any copyright, design rights, patents, inventions, logos, business names, service marks and trademarks, internet domain names, moral rights, rights in databases , data, source codes, reports, drawings, specifications , know how, business methods, trade secrets, semi-conductor rights, topography rights, whether registered or unregistered, rights in the nature of unfair competition and the right to sue for passing off; (b) applications for registration, and the right to apply for registration, for any of these rights; and (c) all other intellectual property rights and equivalent or similar forms of protection; existing anywhere in the world; |

| | |
|------------------------------|---|
| “IPR Claim” | has the meaning ascribed to it in Clause 10 (Intellectual Property Rights Indemnity); |
| “Party” | means any one of the Parties to this Agreement. The term "Parties" shall have a corresponding meaning; |
| “Persistent Failure” | means any three (3) or more failures by the Supplier to meet the Service Levels (whether the failures relate to the same or different Service Levels) in relation to this Agreement in any rolling period of twelve (12) Months; |
| “Personal Data” | means all personal data provided or disclosed by the Bank to the Supplier, or collected by the Supplier, in connection with this Agreement and, for the purposes of this Agreement, personal data shall have the meaning given to it by the Data Protection Legislation; |
| “Personnel” | means the employees, agents and approved sub-contractors of the Supplier who are assigned to perform the Services; |
| “Personnel List” | means the list to be provided by the Supplier to the Bank, containing the names of all Personnel who shall be delivering the Services together with a list of all replacement Personnel to ensure continuity of the Service in the event of any absence of any of the Supplier’s Personnel; |
| “Personnel Liability” | means all claims (including but not limited to claims for redundancy payments, unlawful deduction of wages, unfair, wrongful or constructive dismissal compensation, compensation for sex, sexual orientation, race, religion, belief or disability discrimination, claims for equal pay, compensation for less favourable treatment of part-time workers and fixed term employees, and any claims whether in tort, contract or statute or otherwise), demands, actions, proceedings and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, payment made by way of settlement and costs and expenses reasonably incurred in connection with a claim or investigation by any regulatory or supervisory body and of implementing any requirements which may arise from any such investigation and legal costs and expenses; |
| “Policy” or “Polices” | has the meaning ascribed to it in Clause 13.1; |

| | |
|----------------------------------|--|
| “Regulator” | means any person having regulatory or supervisory authority over any part of the Services or the Supplier's or the Bank's business including but not limited to the Financial Services Commission, the Bank of Mauritius or their successors; |
| “Regulatory Change” | means any change in law, enactment, order, regulation, regulatory policy, guidelines or industry code which impacts on the performance of the Services; |
| “Regulatory Requirements” | means all legal and regulatory requirements in Mauritius, that are applicable in relation to this Agreement and activities of the Bank and the Bank Group as the case may be, including but not limited to, the Financial Services Act 2007, the Bank of Mauritius Act 2004 and all rules, regulations, statements, codes and other requirements made thereunder or made or imposed by the Regulators; |
| “Services” | means the services as set out in Schedule 1 (Services); |
| “Service Credits” | means a monetary amount calculated in accordance with Part B of Schedule 1 (Services); |
| “Service Levels” | means the service levels set out in Part B of Schedule 1 (Services); |
| “Term” | has the meaning ascribed to it in Clause 2.1; |
| “Third Party” | means any person or entity which is not a Party to this Agreement; |
| “Unapproved Entity” | means any entity, person, firm or franchise that: <ul style="list-style-type: none"> (e) carries any banking services, insurance services, credit or debit card issuing, asset management, wealth management, brokerage, financial services or investment banking; (f) has been the subject of material criminal or regulatory proceedings or investigation; (g) in the reasonable opinion of the Bank would not be able to satisfy the performance or financial obligations of the Supplier under this Agreement; or |

(h) in the Bank's reasonable opinion would have adverse reputational implications for any entity of the Bank Group; and

“VAT”

means Value Added Tax imposed in terms of the Value Added Tax Act 1998 (as amended), including any similar tax which may be imposed in place thereof from time to time;

1.2 In this Agreement, unless the context otherwise requires:

- (a) references to a statutory provision include a reference to that statutory provision as from time to time amended, extended or re-enacted and any regulations made under it provided that in the event that the amendment, extension or re-enactment of any statutory provision or introduction of any new statutory provision has a material impact on the obligations of either Party, the Parties shall negotiate in good faith to agree such amendments to this Agreement as may be appropriate in the circumstances;
- (b) the headings in this Agreement are for ease of reference only and shall not affect its interpretation;
- (c) use of the words includes or including means without limitation and the use of these or similar words shall not limit the meaning of the general words;
- (d) the Schedules to this Agreement form part of it; and
- (e) if there is any conflict or inconsistency between a term in the main part of this Agreement and a term in any schedules or other documents referred to or otherwise incorporated into this Agreement the term in the main part of this Agreement shall take precedence, unless the Schedule or other document which is incorporated into this Agreement is expressly stated to take precedence over the main part of this Agreement.

2. Term

2.1 This Agreement shall commence on the Commencement Date and shall continue for a term of three (3) years, subject to termination in accordance with the provisions of this Agreement or otherwise in accordance with applicable laws (“Term”).

3. Performance of Services

3.1 The Supplier shall perform the Services in accordance with the Services, Service Levels and Service Credits as set out in Schedule 1 and the terms of this Agreement and in compliance with Good Industry Practice, in consideration for the Fees as set out in Schedule 2 (Fees). The Supplier

shall not carry out any additional duties or responsibilities unless directed by to do so by the Bank's Designated Representative.

3.2 If at any time any failure to meet the Service Levels occurs or is, in the reasonable opinion of the Supplier, likely to occur:

- (a) the Supplier shall advise the Bank's Designated Representative as soon as reasonably practicable of the failure or potential failure and of the steps that the Supplier will take to fully remedy the failure or, as applicable, to prevent the failure from occurring;
- (b) without prejudice to the Bank's other rights and remedies, the Supplier shall if requested to do so by the Bank:
 - (i) pay the Bank the appropriate Service Credits where the Supplier fails to perform the Services in accordance with the Service Levels; and
 - (ii) to the extent that re-performance of the Services is possible, re-perform the Services in relation to which there was a failure at no additional cost to the Bank; and
- (c) without prejudice to the Bank's other rights and remedies, the Bank may:
 - (i) until such time as the failure has been remedied and the Services to which the relevant failure relates are being performed in accordance with the Service levels (either by the Supplier or, in accordance with clause 3.2(c)(ii), by any Third Party), withhold any Fees that relate to the Services to which the relevant failure relates; and
 - (ii) in any circumstance where the Bank has requested the Supplier to re-perform the Services in accordance with clause 3.2(b) (ii), and the Supplier has been unable to re-perform the Services within a reasonable time, arrange for re-performance of the Services by a Third Party and all costs associated with the re-performance of the Services by the Third Party shall be payable by the Supplier.

3.3. Subject to clauses 3.4 and 3.5, the amount of any Service Credits payable under clause 3.2 will be calculated in accordance with schedule 1. Service Credits may be recovered by the Bank as a credit against the next invoice which may subsequently be due for issue under this Agreement or, if no such invoice is due, as a debit due by the Supplier and payable within thirty (30) days of demand.

3.4. The level of Service Credits payable in any month shall not exceed 5% of the monthly Fees.

3.5. The payment of any Service Credits is without prejudice to the Bank's other rights and remedies for the Supplier's failure to meet any Service Level.

- 3.6. The Parties agree that the payment of Service Credits is not onerous or a penalty and is a genuine pre- estimate of loss likely to be suffered by the Bank in respect of a failure of the Supplier to comply with any Service Level.
- 3.7. If any failure to meet the Service Levels constitutes a Persistent Failure, then the Bank shall be entitled to obtain such remedies as may be available to it either under this Agreement or otherwise at law and in equity including, but not limited to, the right to terminate this Agreement pursuant to Clause 14 (Termination).

4. Fees, Invoicing and Payment

- 4.1 For any amounts payable by the Bank to the Supplier under this Agreement, the Supplier shall invoice the Bank the Fees to be paid, and the Bank shall pay the Supplier in accordance with the invoicing and payment provisions set out at Schedule 3 (Invoicing and Payment Provisions) to this Agreement.
- 4.2 All Fees and other sums payable under this Agreement are unless otherwise stated, exclusive of VAT and equivalent taxes in other countries. Any equivalent tax payable in the jurisdiction from where the Services are being provided shall be borne by the Supplier.
- 4.3 Without prejudice to the Supplier's obligations in respect of invoicing set out in Schedule 3 (Invoicing and Payment Provisions), the Bank shall have no liability to pay Fees in respect of Services performed and delivered by the Supplier if the Supplier fails to submit an invoice to the Bank within 6 months after the performance of the relevant Services by the Supplier.

5. Supplier's Obligations

- 5.1 The Supplier shall, and shall ensure that its Staff shall:
 - 5.1.1 be suitably trained and perform its obligations in a proactive, efficient, competent and workmanlike manner, with all due diligence, exercising the exceptional skill and the care expected of an experienced Catering Contractor;
 - 5.1.2 at all times comply fully with the requirements of the Health and Safety Policy and will otherwise itself institute safe systems of work and comply with all statutory and other health and safety requirements;
 - 5.1.3 at all times comply with the requirements of the Mauritius Code of Practice the Food Act and the Hazard Analysis Critical Control Point (HACCP) principles and guidelines;
 - 5.1.4 not do or omit to do anything which results, or in the opinion of SBM may result, in damage to the reputation, good name and market perception of SBM;

- 5.1.5 comply at all times with SBM's requirements, instructions and regulations in respect of Catering at the Bank Site; and
- 5.1.6 give SBM access to all areas to the premise and information required for the purposes of monitoring the achievement of the Service Objective.

5.2 The Supplier shall:

- 5.2.1 forthwith replace any member of its Staff concerned with the Service Objective should SBM in its absolute discretion so require;
- 5.2.2 carry out any training, and employ such qualified staff and use items of equipment as are necessary to achieve and maintain the Service Objective;
- 5.2.3 forthwith notify SBM in the event of injury or death occurring on the premise and confirm full details in writing to SBM without delay;
- 5.2.4 forthwith notify SBM in the event of any breach of Health and Safety and hygiene matters whether by the Supplier or as might affect the Supplier and anyone at the Bank Site, this being an addition to requirement of the Service Objective;
- 5.2.5 in any event confirm in writing to SBM not less frequently than every three months from the date of this Agreement that all Health and Safety standards and procedures are strictly adhered to;
- 5.2.6 monitor its obligations under the Specification suggesting from time to time to SBM such additions, omissions or amendments as it thinks expedient to ensure the achievement of the Service Objective;
- 5.2.7 report to SBM's Head of Facilities Management who will be responsible for the co-ordination of all the activities of the Supplier and the Other Users at the Bank Site. The decision of SBM's Canteen Committee will be final in all cases of dispute between the Supplier and the Other Users;
- 5.2.8 Provide a member of staff who is fully trained in First Aid at all times and such person shall be responsible for provisioning and maintaining the first aid stocks.

6. **Bank's Obligations**

- 6.4.1 SBM will grant the Supplier reasonable access to the parts of the Bank Site for the purpose of carrying out its obligations under this Agreement including any examination that may

be necessary during normal working hours. For work outside normal hours the Supplier shall ensure that prior arrangements are made with SBM and the security contractor. The Supplier shall limit itself to particular access routes as designated by SBM. These access routes may, however, be altered from time to time. The Supplier is to accommodate such changes at no extra cost to SBM.

6.4.2 SBM will make available to the Supplier relevant operating documents in SBM's possession. The Supplier will take care of and keep secure such documents and return them forthwith to SBM on the termination of this Agreement.

SBM and/or the Supplier will remain responsible for the catering at the Bank Site at all times and the Supplier will comply at all times with both SBM's and/or the Supplier's requirements, instructions and regulations in respect of Catering Services at SBM.

7. Personnel

7.1 The Personnel shall be regarded at all times as employees, agents or sub-contractors of the Supplier and no relationship of employer and employee shall arise between the Bank and any Personnel under any circumstances regardless of the degree of supervision that may be exercised over the Personnel by the Bank.

7.2 The Supplier shall:

- (a) prior to commencement of operation at the bank site, the Supplier must vet all personnel and assess their suitability and morality. The Supplier should also share the following document with the Bank for security clearance and facilitating access: A copy of National Identity Card, Food Handling Certificate, and Certificate of character not older than 12 months from its date of issue. The Supplier must renew the certificate of character of its personnel yearly and the Food Handling Certificate periodically and submit a copy to the documents to the bank. The cost for renewal is not to be borne by the Bank;
- (b) provide a list of personnel supported by curriculum vitae and copies of academic/professional/technical qualifications prior to the Commencement Date. The Bank shall be entitled to approve, reject, or request amendments to be made to the Personnel List provided. Upon any amendment to the Personnel List, the Supplier shall provide the amended Personnel List to the Bank as soon as possible and in any event within three (3) Business Days;
- (c) for the purposes of performing the Services at the Bank Site, ensure that the turnover of casual staff is kept to a minimum;
- (d) ensure that the Bank is given at least one (1) month written notice in the event of the Supplier intends to change any of its principal operational Personnel for whatever reason;

- (e) ensure that absenteeism of its Personnel shall be kept to a minimum, to ensure a smooth operation. In the event that the Personnel take local or sick leaves, or any other type of leaves, the Supplier shall ensure that suitably trained Personnel, who shall be familiar with the Bank Sites, the operations and procedures, replace such Personnel on leave;
- (f) the Supplier shall give the Bank three (3) month's written notice should it intend to change Catering Manager and the Head Chef. The Catering Manager and the Head Chef are the key persons and smooth operation of the Agreement is dependent on continuity of employment of these persons.
- (g) ensure that the Personnel abide by all of the provisions of this Agreement which impose obligations on them, including any requirements, instructions and regulations in respect of catering services;
- (h) The Supplier has assessed the manning levels necessary to achieve the requirements of the Agreement and these are recorded in the Schedules. Should the Bank decide that the level of manpower is inadequate to fulfil the requirements of this Agreement then the Supplier will increase the number of operatives to the level required by the Bank at no extra charge to the Bank.
- (i) forthwith replace any member of its Personnel with reasonable cause, concerned with the Service Level should the Bank, in its absolute discretion require;
- (j) ensure that the Personnel is suitably qualified and trained, and perform their obligations in an efficient, competent and workmanlike manner, with due diligence, exercising the skill and care expected of an experienced Supplier and in accordance with Good Industry Practice, Policies and applicable legislations ;
- (k) ensure that the Personnel are aware of the Bank's evacuation procedures and the particular requirements for each Bank Site, prior to providing the Services;
- (l) ensure that all Personnel sign both "In" and "Out" in the relevant log book located at each Bank Site;
- (m) ensure that telephone numbers of the key Personnel are submitted to the Bank's Designated Representative and updated on a monthly basis and that any change in such telephone numbers are communicated to the Bank's Designated Representative as soon as possible;
- (n) ensure that the Personnel shall adhere strictly to the "No Smoking" signs at the Bank Sites. Should any of the Personnel be found smoking in any part of the Bank Sites, such Personnel may be reported by employees of the Bank to the Supplier and requested to vacate the relevant Bank Site;
- (o) ensure that its Personnel (including any sub-contractors) shall not consume and/or bring on any Bank Site, any drug or intoxicating liquor. Any Personnel under the influence and/or

smell of any drugs or intoxicating liquor shall not be allowed on any Bank Sites. The Bank's Designated Representative or such person nominated by the Bank's Designated Representative shall have the right to remove forthwith from site any person infringing this rule;

- (p) ensure that electrical, gas and water supplies are not interrupted. Only dedicated water supply points shall be used while performing the Services under this Agreement;
- (q) ensure that its Personnel shall not use the Bank's staff's mess room, other than in the performance of the Services;
- (r) arrange for statutory inspections to be carried out towards its Personnel and their workplace;
- (s) ensure that the Personnel does not do any acts or omissions which may result, in the opinion of the Bank, in damage to the reputation, food name and market perception of the Bank; and
- (t) forthwith notify the Bank in the event of injury or death occurring while carrying out the Services and confirm full details in writing to the Bank without delay;

7.3 The Supplier shall ensure it has established the resources required for performing its obligations under this Agreement.

7.4. The Supplier's Designated Representative shall:

- (a) be responsible for the management and administration of this Agreement and shall be the primary contact person for the Bank;
- (b) be responsible for instructing and directing the Personnel. In order that the Bank has an alternative contact person in case of the Supplier's Designated Representative not being available, the Supplier shall ensure that the Supplier's Designated Representative shall be assisted by a named person who shall have a dedicated day to day knowledge of the performance of the Agreement;
- (c) be responsible for providing the Supplier's Personnel with all necessary resources, materials, and information for the carrying out of their duties and for ensuring that safe working practices are followed; and
- (d) if there are Personnel resource issues either during or outside normal working hours, the Supplier's Designated Representative shall be responsible for rectifying such issue and informing the Bank's Designated Representative as soon as possible of any change or continuing issue.

7.5. The Bank reserves the right to refuse to admit, or remove from, any premises occupied by or on behalf of it, any Personnel whose admission or presence would, in the Bank opinion be undesirable

or who represents a threat to confidentiality or security or whose presence would be in breach of any rules and regulations governing the Bank's own staff, provided that the Bank notifies the Supplier of any such refusal (with reasons why). The exclusion of any such individual from such premises shall not relieve the Supplier from the performance of its obligations under this Agreement.

- 7.6. The Supplier shall indemnify and hold the Bank and each of its Affiliates harmless on written demand in respect of all losses, damages, costs and expenses and other liabilities (including legal fees, disbursements, and expenses) incurred by or awarded against the Bank in connection with any claim that any Personnel are or were employees or workers of the Bank, save in circumstances where the Bank offers to employ the Personnel.
- 7.7. The Supplier shall perform and discharge all obligations in respect of the Personnel for its own account. The Supplier shall indemnify the Bank against all Personnel Liabilities arising from the Supplier's failure to perform and discharge any such obligation and against all Personnel Liabilities arising out of or because of:
 - (a) any act or omission by the Supplier;
 - (b) all emoluments and outgoings in relation to the Personnel (including without limitation all wages, bonuses, PAYE, pension contributions and otherwise); or
 - (c) any statement communicated to or action done by the Supplier to any Personnel which has not been agreed in advance by the Bank in writing.

8. Warranties and Undertakings

- 8.1 The Supplier warrants, represents and undertakes on an ongoing basis that:
 - (a) it has capacity, power and authority to enter into this Agreement and its obligations under this Agreement shall be performed by a sufficient number of appropriately experienced, qualified competent, trained and efficient Personnel and in accordance with Good Industry Practice;
 - (b) it has all the relevant and valid operating permit/licence as a catering company under the relevant legislations and that a copy of the licence has been submitted by the Supplier to the Bank prior to entering into this Agreement with the Bank;
 - (c) it shall perform its obligations under this Agreement in compliance with all applicable laws, enactments, orders, regulations, guidance and all Regulatory Requirements and Regulatory Changes;
 - (d) there are no actions, suits or proceedings pending or threatened, or any other event, matter, occurrence or circumstance that, to the party's knowledge, challenges or may have a

material adverse impact on this Agreement or the ability of the party to perform its obligations under this Agreement;

- (e) it shall comply with the Bank's security policy in force from time to time (copy of which will be provided to the Supplier on the Supplier's written request) and any Health and Safety Legislation;
- (f) it has taken all reasonable precautions to ensure that, in the event of disaster and pandemics (full/partial sanitary lock down amongst others), the impact of such disaster/pandemics on the ability of the Supplier to comply with its obligations under this Agreement will be reduced to the greatest extent possible and that the Supplier shall ensure that it has appropriate back-up arrangements in place in terms of supply of man power, consumables and obtaining relevant Work Access Permits(WAPs) given that the Bank operates on a 24hour -7 days a week basis;
- (g) it has, and shall continue to have, the full power and authority, without the need for any consents, approvals or immunities, not yet obtained, to provide the Services and perform all of its obligations under this Agreement;
- (h) receipt of such Services, will not constitute an infringement, misappropriation, violation or unlawful use of disclosure of any Intellectual Property Right or other right of any Third Party; and in delivering Services (as applicable), the Supplier shall adhere to quality assurance procedures to ensure that such Services have been delivered in accordance with Good Industry Practice;
- (i) it is not, and has not been, in default of any obligations to which it is subject by reason of membership of any association or body;
- (j) the insurance Policies referred to in Clause 13 are currently in full force and effect and nothing has been done or omitted to be done which could make any Policy void or voidable;
- (k) none of the Policies referred to in Clause 13 is subject to any special or unusual terms or restrictions;
- (l) other than those matters which have been notified to the Bank in writing, in the one calendar year prior to the commencement of this engagement, it has made no claims against its insurers or any member of its Personnel in excess of Forty Thousand Mauritian Rupees (MUR 40,000) per incident and no circumstances exist which are likely to give rise to any such claim; and
- (m) it has used its best endeavours to ensure that no member of its Personnel, has been convicted of any criminal offence nor are they currently charged with any such offence.

8.2. Each of the warranties in Clause 8.1 shall be deemed to be given by the Supplier on a continuing basis throughout the currency of this Agreement.

9. Intellectual Property Rights

- 9.1 All Intellectual Property Rights belonging to a Party prior to the execution of this Agreement shall remain vested in that Party.
- 9.2 None of the Intellectual Property Rights in the Bank's trademarks and brands shall be used by the Supplier for any purpose without the Bank's prior written consent.

10. Intellectual Property Rights Indemnity

The Supplier shall at all times whether during or after termination or expiry of this Agreement indemnify and keep indemnified the Bank against all losses, claims, damages, liabilities, additional licence fees and expenses (including all reasonable legal fees) incurred by or awarded against the Bank or which are agreed by the Bank to be paid by way of settlement or compromise arising out of or in relation to any infringement or alleged infringement of any Intellectual Property Rights of any Third Party which is suffered by the Bank as a result of the Bank's receipt of the Services, or any part thereof, ("IPR Claim").

11. Regulatory Indemnity

The Supplier shall be solely liable for all losses, damages, costs, expenses and liabilities (including legal fees) incurred by or awarded against the Bank, any member of the Bank Group or their respective directors, officers, agents, employees, members, subsidiaries and successors in interest (together the "**Indemnified Persons**") in connection with any proceedings, claim or action against an Indemnified Person resulting from a breach by the Supplier of any Regulatory Requirements.

12. Liability

- 12.1 Neither Party limits its liability for:
 - (a) fraud, fraudulent misrepresentation or theft by it or its employees;
 - (b) death or personal injury caused by its action or inaction or that of its employees, agents or sub-contractors as applicable;
 - (c) under Clauses 7 (Personnel), 16 (Confidentiality and Publicity), and 10 (Intellectual Property Rights Indemnity); and 18(Data Protection) or any information security obligations under this Agreement;

- (d) for wilful misconduct;
- (e) abandonment of the Agreement by the Bank or the Supplier;
- (f) to the extent such limitation or exclusion is not permitted by applicable laws;
- (g) any regulatory losses, fines, expenses or other losses arising from a breach by that Party of any law or regulation; and
- (h) a Third Party obtaining unauthorised access to the Bank's Systems except where such access constitutes a technical breach of process which has no adverse effect on the Bank or the Bank's Systems.

12.2. The Bank shall not be held liable for any losses of machinery, plant, personal possession or property belonging to the Supplier or its Personnel.

12.3. Subject to Clause 12.1, the total aggregate liability of the Bank and its respective Affiliates arising from any Default shall be a maximum of the total Fees paid under the Agreement.

12.4. Subject to Clause 12.1, neither Party shall be liable to the other Party for any indirect or consequential loss or damage including, without limitation, any indirect loss of business or profits in each case whether arising from negligence, breach of contract or otherwise.

12.5. The Parties expressly agree that if any limitation or provision contained or expressly referred to in this Clause 12 (Liability) is held to be invalid under any applicable statute or rule of law it shall to that extent be deemed omitted but if any Party becomes liable for loss or damage which would otherwise have been excluded that liability shall be subject to the other limitations and provisions set out in this Clause 12 (Liability).

12.6. Nothing in this Clause 12 (Liability) shall be taken as in any way reducing or affecting a general duty to mitigate loss suffered by a Party.

13. Insurance

13.1. The Supplier shall for the Term of this Agreement procure that sufficient insurance is sought and shall maintain for the Term a policy or policies of insurance covering all the risks which may be incurred by the Supplier arising out of the acts or omissions of the Supplier or the Personnel in connection with this Agreement. Such policies shall be on terms, and shall cover amounts, that are acceptable to the Bank and shall include the following:

- (a) employer's liability insurance;
- (a) public liability insurance with a limit of indemnity of not less than MUR 25,000,000 in respect of any one claim or series of claims arising out of any one event; and

(b) professional indemnity with a limit of indemnity of not less than MRs15,000,000 in respect of any one claim or series of claims arising out of any one event.

(each a “**Policy**”, together the “**Policies**”)

- 13.2. The Supplier shall ensure that the Bank is named on each Policy as an additional insured. The Supplier shall provide to the Bank a copy of all Policies and receipts for the payment of current premiums for the Policies.
- 13.3. The Supplier shall be responsible for all payments in connection with the Policy referred to in Clause 13.1 (b).
- 13.4. If the Supplier shall fail to pay any premium which it is obliged to pay pursuant to this Clause 13, the Bank shall be entitled to pay any such premium itself on the Supplier’s behalf and deduct an amount equal to any sum so paid by way of set off from the Fees which would otherwise be payable under Clause 4.

14. Termination

- 14.1 The Supplier may, without prejudice to its other rights or remedies, terminate this Agreement immediately by written notice to the Bank, if the Bank fails to pay undisputed Fees in excess of which are owing to the Supplier within ninety (90) days after receipt by the Bank’s Designated Representative of a written notice requiring the Bank to pay such Fees and stating the Supplier’s intention to terminate the Agreement delivered after the due date for such payment.
- 14.2 The Bank shall have the right, without prejudice to its other rights or remedies, to terminate this Agreement immediately by written notice to the Supplier, if the Supplier:
 - (a) is unable to pay its debts or becomes insolvent;
 - (b) is the subject of any order made or a resolution passed for the administration, winding-up or dissolution (otherwise than for the purpose of a solvent amalgamation or reconstruction);
 - (c) has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets;
 - (d) enters into or proposes any composition or arrangement with its creditors generally; or
 - (e) is the subject of any events or circumstances or analogous to the foregoing in any applicable jurisdiction.
- 14.3. The Bank may, without prejudice to its other rights or remedies, terminate this Agreement immediately by written notice to the Supplier:

- (a) if the Supplier is in material breach of this Agreement (being a single event or a series of events which are together a material breach and including any breach of any information security requirements under this Agreement and either such breach is not capable of remedy or, if the breach is capable of remedy, the Supplier has failed to remedy such breach within thirty (30) days of receiving written notice requiring it to do so);
- (b) for convenience at any time on giving not less than thirty (30) days' notice;
- (c) for Supplier being in breach of Clause 16 (Confidentiality and Publicity) or Clause 9 (Intellectual Property Rights);
- (d) if any act or omission of the Supplier results in any Regulator notifying the Bank that it may consider withdrawing any the Bank's licence and the Supplier has not rectified such act or omission within a reasonable time or within the time stipulated in any notice from that Regulator (as applicable);
- (e) if the Supplier or any Personnel is committing fraud or attempting to commit fraud in relation to the Agreement;
- (f) if a Force Majeure Event persists for more than thirty (30) days in accordance with clause 17 (Force Majeure);
- (g) if there is direct or indirect change in Control of the Supplier, any parent company of the Supplier, or any material sub-contractor to an Unapproved Entity or such a change in Control is pending; and/or
- (h) if there is a Persistent Failure in accordance with clause 3.7.

15. Consequences of Termination

15.1 Any termination or expiry of this Agreement shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or continuation in force of any other clauses and provisions of this Agreement which are expressly or by implication intended to come into force or continue in force on or after termination or expiry , including without limitation Clauses 7 (Personnel), 10 (Intellectual Property Rights Indemnity), 12 (Liability), 13 (Insurance), 15 (Consequences of Termination), 16 (Confidentiality and Publicity), 25 (Dispute Resolution), 26 (Law and Jurisdiction).

Exit Management

15.2 Upon:

- (a) expiration or termination of this Agreement (or where applicable, the relevant Formal Request);
- (b) expiration or termination of the assignment of any Supplier Personnel to any obligations under or pursuant to this Agreement (or where applicable, any Formal Request);
- (c) the re-assignment of Supplier Personnel to other tasks or roles; or
- (d) the Bank's request the Supplier shall, and shall procure that the Supplier Personnel shall:
 - (i) immediately, or as otherwise advised in writing by the Bank, deliver up to the Bank, or any Third Party nominated in writing by the Bank, all property belonging to the Bank (including any access credentials such as cards, keys or electronic fobs to the Bank Sites, mobile phones, Confidential Information and Bank Data) which may be in the possession of, or under the control of, the Supplier or any of the Supplier Personnel (or both of them); and
 - (ii) ensure that all IT access provided by or on behalf of the Bank to the Bank's systems is fully and properly withdrawn (including changing any passwords or log-ins) from all Supplier Personnel and that email accounts used by the Supplier Personnel are immediately terminated. If any such property is in electronic form the Supplier shall provide the Bank with unencrypted copies of the same on magnetic media or, at the Bank's option, via email if such information is capable of transmission by e-mail and shall irretrievably destroy and delete copies so held.

15.3 On earlier of expiry or termination of this Agreement (or where applicable, the relevant Formal Request) or the completion of the Services for any reason whatsoever, (but without prejudice to the Supplier's obligations under this Agreement), any property of the Supplier shall be removed from the relevant Bank Site within five (5) Days after the expiry or termination of this Agreement (or where applicable, the relevant Formal Request) or completion of the Services and the Supplier shall be liable for any storage charges and all risk, including loss, damage and theft of such property from termination or expiry of the Agreement (or where applicable, the relevant Formal Request) until the removal of the property from the relevant Bank Site by the Supplier or the Supplier Personnel.

15.4 Upon request by the Bank, the Supplier shall confirm in writing to the Bank that it has complied fully with the provisions of Clauses 15.2 and 15.3 above.

15.5 Clause 15.2 shall survive the termination or expiry of this Agreement.

16. **Confidentiality and Publicity**

16.1 From time to time during the Term, Confidential Information may be given by one Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"). The Receiving Party shall treat

and keep all Confidential Information as secret and confidential and shall not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement.

- 16.2 The Receiving Party shall only use the Confidential Information for the sole purpose of complying with its obligations under this Agreement.
- 16.3 Notwithstanding Clause 16.2, the Receiving Party may disclose Confidential Information:
 - (a) to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in Clause 16.2, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party on the same terms as contained in this Agreement. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
 - (b) to the extent required by law or the rules of any applicable regulatory authority, subject to Clause 16.4 below.
- 16.4 If the Receiving Party is required to disclose any Confidential Information in accordance with Clause 16.3 (b) above, it shall promptly, in accordance with the applicable laws, notify the Disclosing Party, so that the Disclosing Party may have an opportunity to prevent the disclosure through appropriate legal means and the Receiving Party shall co-operate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 16.5 If any Confidential Information is copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and, if requested by the Disclosing Party, take such steps as shall be necessary to remedy (if capable of remedy) the default and/or to prevent further unauthorised copying, disclosure or use.
- 16.6 Without prejudice to any other rights or remedies of the Disclosing Party, the Receiving Party acknowledges and agrees that damages would not be an adequate remedy for any breach by it of the provisions of this Clause 16 (Confidentiality and Publicity) and that the Disclosing Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the Receiving Party or its Agents, and no proof of special damages shall be necessary for the enforcement of the rights under this Clause 16 (Confidentiality and Publicity).

17. **Force Majeure**

Neither Party shall be liable to the other Party for any delay or non-performance of its obligations under this Agreement, to the extent it arises from a Force Majeure Event, subject to the affected Party promptly notifying the other Party in writing of the cause of the delay or non-performance and the likely duration of the delay or non-performance and using its best endeavours to limit the effect of the delay or non-performance on the other Party. If performance is not resumed within thirty (30) Days after the occurrence of the Force Majeure Event the Bank may terminate this Agreement immediately by written notice to the Supplier.

18. Data Protection

Both Parties undertake to comply with Data Protection Legislation and all applicable laws and regulations relating to the processing of Personal Data or privacy or any amendments and re-enactments thereof, and shall procure that its employees, agents and sub-contractors shall observe the provisions of the same.

19. Audit

The Bank may at its discretion audit (or use sub-contractors or any regulatory authority to audit) the Supplier's compliance with this Agreement (including audits of the Supplier's premises and systems) provided that any such audit is carried out with reasonable prior notice and in a reasonable way so as to cause as little disruption as is reasonably possible to the performance of the Services and the Supplier's other business. Where the Bank has reasonable grounds to believe that the Supplier is not complying with its obligations under this Agreement, an audit may be carried out without prior notice.

20. Assignment, Subcontracting and Re-structuring

20.1 Neither Party may assign or otherwise dispose of this Agreement or any interest hereunder except with the prior written consent of the other, save that, the Bank may assign or otherwise dispose of this Agreement (in part or in whole) at any time to any of the Bank Group. Further, in the event that the Bank wishes to assign this Agreement to any Third Party, the Supplier agrees that it shall not unreasonably withhold or delay its consent to such assignment or novation and that it shall only be entitled to recover from the Bank any reasonable legal costs incurred by it as a direct result of such assignment or novation.

20.2 The Supplier may not subcontract the performance of its obligations under this Agreement without the Bank's prior written consent. Where the Bank consents to a sub-contracting the Supplier shall remain responsible for all the acts and omissions of the sub-contractors as fully as if they were the acts and omissions of the Supplier or its employees or agents. The Supplier shall be the Bank's point of contact for the Services. The Supplier shall be liable for any and all taxes, expenses, costs and liabilities arising as a result of any subcontracting of the Services.

21. Notices

21.1 Any notice or other document to be served under this Agreement to a Party may be delivered or sent by post or facsimile process to the Party to be served at its address set out below:

To the Bank at:

[INSERT ADDRESS]

Fax: [INSERT NUMBER]

Marked for the attention of [ROLE]

CC:

Fax: [INSERT NUMBER]

To the Supplier at:

[INSERT ADDRESS]

Fax: [INSERT NUMBER]

Marked for the attention of [ROLE]

21.2 Or at any other address or facsimile number or to any other addressee as it may have notified to the other parties in accordance with this Clause 21. Any notice or other document sent by post shall be sent by prepaid first class recorded delivery post (if within Mauritius) or by prepaid airmail (if elsewhere).

22. Whole Agreement

22.1 Except to the extent of any misrepresentation or breach of warranty which constitutes fraud this Agreement constitutes the entire agreement between the Parties relating to the transactions contemplated by this Agreement and supersedes all previous agreements between the Parties relating to the transactions.

22.2 Subject to Clause 22.1, each Party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in this Agreement and the documents referred to in it and any other entered into on the date of this Agreement between the parties). Each Party waives all rights and remedies which, but for this Clause 22 (Whole Agreement) might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.

23. Governance

The Supplier shall comply with its obligations as set out in Schedule 4 (Governance and Management Information).

24. General

24.1 **No partnership or agency:** Nothing in this Agreement shall be deemed to constitute a partnership between the Parties or constitute either Party as the agent of the other Party for any purpose.

24.2 **Waiver:** Delay in exercising or non-exercise of any right is not a waiver of that right.

24.3 **Amendments:** Any amendment of this Agreement shall not be binding on the Parties unless set out in writing, expressed to amend this Agreement and signed by authorised representatives of each of the Parties.

24.4 **Severability:** If any term of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction of any other term of this Agreement, or the legality, validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

24.5 **Further assurance:** Each Party undertakes, at the request and cost and expense of the other Party, to sign all documents and to do all other acts, which may be necessary to give full effect to this Agreement.

24.6 **Costs:** Each Party shall pay the costs and expenses incurred by it in connection with the entering into of this Agreement.

24.7 **Publicity:** Without the Bank's prior written consent in each instance, the Supplier shall not: (a) use any name, the Bank's marks, service marks, logo, domain name, website, URL or other identifier of any of the Bank's affiliate; (b) refer to the Bank or identify the Bank or its affiliates (or any related entity) in any publicity releases, interviews, promotional or marketing materials, public announcements, customer listings, testimonials or advertisings; or (c) otherwise disclose the identity of the Bank to a supplier, customer or prospective customer.

24.8 **Counterparts:** This Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same agreement, and any Party may enter into this Agreement by executing a counterpart.

25. Dispute Resolution

25.1 If any Dispute arises out of this Agreement, the Dispute shall be referred to the Designated Representatives, who shall seek in good faith to resolve the Dispute within thirty (30) Days of the issue being referred, escalating it within their respective companies as necessary for this purpose.

25.2 Without prejudice to either Party's right to seek redress in court, each Party shall continue to perform its obligations under this Agreement, notwithstanding any Dispute or the implementation of the procedure referred to in Clause 25 (Dispute Resolution).

26. Law and Jurisdiction

This Agreement is governed by the laws of Mauritius. Subject to Clause 25 (Dispute Resolution), the Courts of Mauritius shall have exclusive jurisdiction to settle any disputes arising out of or in

connection with this Agreement and the Parties accordingly submit to the exclusive jurisdiction of the Courts of Mauritius.

IN WITNESS OF WHICH THIS agreement has been duly executed in two (2) copies by the Parties.

SIGNED for and on behalf of [*Supplier*]

SIGNED for and on behalf of [*Supplier*]

Signature.....

Signature.....

Name.....

Name.....

Position.....

Position.....

Date.....

Date.....

SIGNED for and on behalf of **SBM Bank
(Mauritius) Ltd**

SIGNED for and on behalf of **SBM Bank
(Mauritius) Ltd**

Signature.....

Signature.....

Name.....

Name.....

Position.....

Position.....

Date.....

Date.....

SCHEDULE 1 – SERVICES, SERVICE LEVEL & SERVICE CREDITS

1.0. Preface

The following is for the information of the Supplier for the performance of Operation and Maintenance.

The Kitchen Equipment will be handed over to the Supplier in good condition. See Section 2.

The duties and tasks are to be carried out in accordance with good practice and catering management.

The Supplier will be held responsible for ensuring that the Kitchen Equipment is kept clean and operating in a satisfactory manner, achieving standards which are reasonable in the context of that required by SBM.

Various criteria and standards are set down, to establish a framework for what will be considered reasonable performance standards which the Supplier will be required to achieve.

Part A - Services

2.1.1 General Operation of the Agreement

- 2.1.1.1** Efficiency criteria will be applied and regular reviews for performance will take place at least once monthly to ensure that a high level of efficiency is maintained. This will be based on service levels e.g. number of valid complaints received, any shortages of consumables, variety and quality of meals being served.
- 2.1.1.2** The Supplier shall be recognised as a professional in the field of Catering and shall have at least three (3) years' experience in operating a food and beverage outlet in a commercial and/or corporate environment in Mauritius or managing and operating a food canteen of the same magnitude or higher with respect to the requirements of this tender agreement
- 2.1.1.3** The Supplier complies with the requirements of the Occupational Safety and Health Act 2005 and Food Act 2022.
- 2.1.1.4** It shall be the responsibility of the SBM designated representative together with the Supplier to carry out the quality audits of the Catering staff and their operations on a regular basis or as/when deemed fit by SBM. The Health and Safety officer, or any other designated representative is entitled to carry out Health & Safety checks at any point in time and ensure compliance of the Supplier to all Health & Safety legislations and terms of this agreement.
- 2.1.1.5** The Supplier will be required to meet all statutory requirements in force relating to food storage, transportation, production and service, in addition to the legislation relating to the employment of staff.
- 2.1.1.6** The Agreement is based on all installed Kitchen Equipment and services being functional within the parameters of the original design and usage. It is incumbent on the Supplier to inspect all plant and equipment within the first 30 days of the Contract to identify and bring to the attention of SBM any defects which would affect the performance of the catering operations. Defects identified after this period will be considered the responsibility of the Supplier.
- 2.1.1.7** The Supplier will ensure that all Kitchen Equipment and the Catering premise are always left in a safe and clean condition and that the requirements of the local statutory regulations are fully complied with.
- 2.1.1.8** The Supplier shall be responsible for the supply and storage of all cutlery required for lunch at table such as, but not limited to, table spoons, table forks, table knives, dessert spoons, food service trays, dinner plates, side plates, salad plates/bowls, dessert plates/bowls, soup bowls, etc., cooking utensils, crockery, cups, crystal. The quantity of each cutlery and dish item is to be determined by the Supplier who shall ensure that there are no shortages of these items at any point in time. On site storage facility shall be provided by the Bank for storage of cutlery and associated items. All cutlery items to be made of stainless steel. Plates, side plates, dessert bowls, etc, to be made of hard porcelain, trays to be made of hardened plastic. The cost of

replacement of any item mentioned herein in the case of loss, damage, breakage or negligence by Supplier's staff shall be at the cost of the Supplier.

2.1.1.9 The Supplier shall be responsible for reporting for the operations of the catering equipment. Any damage to the said equipment caused by any member of the Supplier's staff shall be at the cost of the Supplier.

2.1.1.10 The Supplier shall be responsible for the development, amendment, following vetting by SBM, and improvement of menus and services. The Supplier will be required, from time to time, to prove to SBM that this agreement is being fulfilled.

2.1.1.11 The Supplier is required to achieve a high level of hygiene at the SBM Premises on a daily basis and at all times. The Supplier shall be responsible for the carting away of refuse at various times during the day and daily prior to leaving the premises. A full set of records, which are deemed to be SBM property, shall be kept by the Supplier detailing the cleaning works carried out. Kitchen utensils (plates, spoons, forks, knives, etc.) are to be washed after each service and clean dishes available at all times for each service.

2.1.1.12 Operational cleaning shall be carried out by the Supplier. On completion of the catering duties, general cleaning of the Kitchen will be carried out by the Cleaning Contractor appointed by SBM on a weekly basis.

2.1.1.13 The Supplier shall submit all forms and records required for the purpose of recording and certification as requested and at a frequency set by SBM.

2.1.1.14 The Supplier is not to carry out any repair work or alterations to the equipment unless directed by the SBM Head of Facilities Management or any other nominated person.

2.1.1.15 The Supplier shall make use of adequate food grade containers, in line with all regulatory bodies and Government acts, such as the Food Act (2022) and Environment Act (2024)

2.2 FACILITIES PROVIDED BY THE SBM

2.2.1 Admittance to Site

All Supplier's employees visiting and working at the canteen shall be issued with a security pass which will identify and allow them to access the areas as required for the day to day works. All other visitors including deliveries shall on arrival to the Premise notify the Head of Facilities Management and sign in the Premise register. They will obtain a visitor's pass which must be displayed on their clothing. Whenever possible, the Head of Facilities Management must be forewarned of any site visits.

2.2.2 Provision of Fuel, Power and Water

SBM will provide Fuel and Power (gas and electricity) and water supply where applicable other than that used for environmental control and the facilities of the Premise is to be used only for the purpose of tasks and catering services.

2.2.3 Limitations of use of the Premise

The Premise shall be limited to the contractual duties of the Supplier. Access shall not be provided to all levels except levels 5 at SBM Tower, 1 Queen Elizabeth II Street Port Louis and Level 6, SBM 7, Exchange Square, Wall Street, Ebene Cybercity.

2.2.4 Vehicles

There are no facilities available for the parking of vehicles, but arrangements can be made for loading and unloading of vehicles.

2.2.5 Evacuation Procedures

The Supplier shall ensure that all his Employees/Sub-Contractors are aware of the Evacuation Procedures on the Premise before commencing any work. All catering staff should be aware of the fire regulations and should make themselves familiar with the fire fighting equipment.

2.2.6 Premise Log Book

The Supplier and his Suppliers shall sign both “IN” and “OUT” in the SBM Premise log book.

2.2.7 Cloak Rooms

Showers, lockers and changing rooms are provided at SBM Tower only while toilet facilities shall be provided at both SBM premises in this agreement. The sole purpose of this facility is to provide a benefit to Supplier’s staff. These facilities shall be inspected regularly. If upon inspection these facilities have been misused or in a condition unacceptable to the Head of Facilities Management, then the facilities shall be removed forthwith without notification.

2.2.8 Catering Equipment

All catering equipment for cooking, food preparation, food storage and food warming shall be provided by SBM exclusive of utensils at SBM Tower while SBM shall provide equipment for food storage, warming and refrigeration only at Exchange Square. The minimum quantity of catering equipment and cooking utensils being provided by SBM is a per detailed listing in Schedule 5, “List of Kitchen Equipment”.

The Supplier shall be responsible for confirming the receipt of same. The Supplier shall be responsible to ensure proper usage and good upkeep of the equipment. The Supplier shall be responsible to submit a monthly inventory report to the Head of Facilities Management. The Bank shall undertake maintenance of the equipment when it deems necessary.

Upon termination of the contract, SBM shall check item recorded in the Schedule 5 prior to the release of the final monthly fee.

2.3 SUPPLIER PERFORMANCE CRITERIA

The duties and tasks to be undertaken by the Supplier are identified under this Agreement. The Supplier shall ensure that they are complied with the terms of the standard and continuity of service, the frequency and any other requirements called for in this Agreement.

2.3.1 General

The underlying purpose of SBM contracting out the Catering Services is to ensure that the staff of SBM are provided with adequate portion of meals that are value for money, healthy, good quality and to the satisfaction of the Bank's Personnel.

Reasonable complaints and poor quality will be considered as inadequate contractor performance. Similarly, high food wastage might be viewed as evidence of poorly planned food management.

The performance criteria set below represent reasonable working limits within which the Supplier will be bound to work. Failure to achieve these standards would thus be considered a breach of the Agreement. Due account would be taken of mitigating circumstances arising which cause the Supplier to fail to comply with some of the criteria defined as acceptable performance.

2.3.2 Contract Administration

The Supplier shall appoint a Catering Manager with specific responsibilities for Management and administration of the Agreement on behalf of SBM.

SBM will use the Catering Manager as its primary reference point and will expect all the Supplier's administration and catering personnel to be instructed and directed by him.

In order that SBM has an alternative contact in case of the Catering Manager not being available, the Supplier shall ensure that the Catering Manager shall be assisted by a named person who shall have a dedicated day to day knowledge of the performance of the Agreement.

2.3.3 Catering Manager's Responsibilities

The Catering Manager shall:

- i) attend all regular meetings with SBM to discuss and appraise the performance of the Agreement. SBM has the right to decide on the timing and location of the meetings at their sole discretion.
- ii) have direct responsibility for the standard of food presented and management of the

cafeteria.

- iii) have overall responsibility that all staff must be suitably qualified with a recognised academic/trade qualification, apprenticeship or relevant catering experience. New entrants to the industry must undertake appropriate training to enable them to obtain an awareness of Health & Safety in the workplace, meet the requirements of the job and to comply with any applicable legislation.
- iv) in the event that there are staff resource problems either during or outside normal working hours, the Catering Management shall be responsible for rectifying the problem by utilising the catering resources to the full. Any change to personnel must be notified to the Head of Facilities Management through a formal letter.

Provide SBM with all necessary evidence and records to support all terms of this Agreement are being adhered to.

2.3.4 Performance Monitoring

To allow the Agreement to progress smoothly to the benefit of all parties, the SBM Head of Facilities Management or nominated person/s intend to hold monthly meetings with the Catering Manager; date, time and frequency of the meeting shall be set by the SBM Head of Facilities Management or nominated person. The purpose of the meetings is to review past performance, agree action plans, set targets. These meetings are generally termed “Performance Monitoring Meeting” and will be called by the SBM Head of Facilities Management or nominated person. SBM reserves the right to alter the frequency at which these meetings are held.

It should be noted that any breaches in performance would have to be investigated and reported at the periodic meetings with the SBM Head of Facilities Management and would require explanation and assurances that the breaches are being acted upon so as to avoid any repetition.

SBM reserves the right to evaluate standards of prepared food, quality of but not limited to fresh produce, meat, fish, vegetables and dry food.

SBM also reserves the right to employ a third party to carry out bacteria analysis, hygiene inspections, other applicable tests and any other statutory tests.

2.3.5 Catering Staff Standards

Catering Staff are expected to present a smart, clean and hygienic image and to provide a friendly, informed and helpful attitude to customers. This includes a broad understanding of the content and method of preparation for the food they serve. Catering Staff are to be courteous and engage with Bank staff with a positive attitude and have a friendly approach at all times. Catering Staff are to have previous experience in the field and should be capable of working swiftly in demanding environment.

2.3.6 Uniforms

All Catering staff must wear uniforms/protective clothing at all times within the Catering Service areas or when in contact with customer or the Bank's Officials. These uniforms/protective clothing shall be provided by the Supplier.

2.3.7 Staff, Health and Hygiene

It is desirable for all employees, including reliefs, casuals and agency staff be medically screened. The minimum requirement acceptable is the completion of a medical questionnaire by the employee followed by an interview by catering management to ensure that there are no obvious medical or hygiene related conditions evident. If there should be any doubt as to suitability of any applicant due to their medical questionnaire then professional medical advice should be sought. The SBM reserves the right to medically screen or refer staff for medical examination at their discretion.

2.3.8 First Aid

The Supplier is required to nominate at least one member of staff to be fully trained in First Aid and to be responsible and maintaining the first aid stocks. Catering Personnel who have cuts, open wounds shall not handle food. Cuts must be protected by plasters. Plasters must be blue in colour for identification purposes.

2.3.9 Equipment Cleaning

The Supplier shall be responsible for cleaning all kitchens relating to the catering function and servery areas. At the end of each working day, the Supplier will be responsible to arrange for daily cleaning of the kitchen area. Fortnightly deep clean of all catering areas and equipment: canopies, ductwork, light fitting, grease filters and grease traps will be arranged with the maintenance Contractor and Cleaning Contractor with the Head of Facilities Management.

2.3.10 Detergent

A number of cleaning detergents are required for the operation of cleaning the equipment. The Supplier shall be responsible for the purchase and use of the detergents. **Detergents that have not received prior approval shall not be used.** A list of all cleaning detergents must be submitted to the Head of Facilities Management by the Supplier for approval prior to use.

2.3.11 Security

SBM is responsible of Security. The Supplier's employees will be required to meet whatever criteria is applied with respect to catering staff in order to maintain security. SBM reserves the right to effect the removal from or to bar entry to their Premise of any employee.

2.3.12 Access to the Premise

All Supplier's personnel will be required to sign in at the Security desk prior to entering the Premise, stating full name, department and time in. On leaving the member of staff must sign out. Access to the kitchen area will be via the goods/service lift located in the service bay. Under no circumstances are catering personnel to use the main lifts.

2.3.13 Maintenance

The Supplier will liaise with the Bank's Head of Facilities Management responsible on all matters relating to the maintenance of Kitchen/Restaurant equipment. Each catering area is fully fitted with equipment.

The equipment shall be maintained by the nominated M&E Maintenance Contractor.

2.3.14 Statutory Inspections

The Supplier shall arrange for the necessary Statutory Inspections to be carried out as notified from time to time by SBM. Any failure to do so will be considered as a failure in Contractor Performance.

2.4 OPERATIONS & SPECIFICATIONS

2.4.1 General

The canteens will be operated by the Supplier who will be expected to provide value for money food and beverages to SBM's staff. The Supplier shall ensure that an adequate choice of menu items are provided, convey a convenient and speedy service and dishes are good quality, well prepared, cooked and served utilising fresh produce while giving due consideration to healthy eating principles.

The Supplier is required to provide details of the range of products to be served.

2.4.2 Service Objective

There are approximately 900 staff members working at the SBM Tower with currently around 500-600 expected to use the canteen facilities while 400 staff are posted at SBM Exchange Square with the majority expected to avail of meal services. The number of staff that would be willing to continue to avail of the canteen services would depend on the quality and variety of dishes that would be made available.

At level 5, SBM Tower, 1, Queen Elizabeth II Street Port Louis the Supplier shall operate a food and beverage canteen where meals are freshly prepared on site and served on a daily basis from Monday to Friday between 11:30 and 13:30. The Supplier shall be responsible for sourcing all raw materials required for meal preparation. SBM shall provide the kitchen equipment, as well as water, electricity, and gas for the Supplier's daily food preparation activities.

At level 6, SBM 7, Exchange, Wall Street, Ebene Cybercity, the Supplier shall be responsible to operate a Food & Beverage Canteen whereby food is freshly prepared off site and served on site in a plated service concept on a daily basis (Monday to Friday) between 11h30 and 13h30. The Supplier shall source all raw materials required for the meals preparation. SBM shall provide water and electricity for the daily food preparation by the Supplier.

2.4.3 Facilities

SBM shall grant the Supplier access to the kitchen and canteen located on Level 5 at SBM Tower for the daily preparation and service of lunch meals. The kitchen is fully equipped with modern cooking equipment for the preparation of hot and cold meals, including storage, warming, refrigeration, and freezing facilities. The kitchen shall be capable of supporting the preparation of a minimum of 500 meals per day, and the dining area has a seating capacity of 140 persons per sitting. SBM shall provide water, electricity, and gas for use within the kitchen.

SBM shall grant the Supplier access to the canteen located on Level 6 at SBM 7 Exchange Square for the daily lunch service. The canteen is a service-only facility with limited food warming, refrigeration, freezing, and storage capacity. The Supplier shall transport freshly prepared meals using dedicated food transport vehicles that are clean, hygienic, and suitable for the safe transportation of food, in compliance with applicable food safety and hygiene laws or regulations, to ensure that food quality and temperature are maintained during transit. The Supplier shall provide a plated service to staff on site. No cooking shall be permitted on the premises. The dining area within the canteen has a seating capacity of 60 persons per sitting. SBM shall provide water and electricity in the canteen during the service period.

2.4.4 Menus

The Supplier shall be responsible for the development and improvement of the menus and services. In doing so, the Supplier shall be required to adhere to the following guidelines: Proposed menus by the Supplier shall be vetted and finalised by the SBM designated representative or Committee. The Supplier shall provide SBM with a menu list that covers at least one whole month of service. The menu list shall be provided to SBM at least fifteen (15) days prior to it being in effect to allow for vetting by SBM and any relevant changes. Any changes in the menu by the Supplier are to be communicated to the Bank at least 48 hours prior to the day of the serving.

The meals on offer shall be as follows:

- a) a four-course meal which includes a soup or pulse, a main course, a salad and a dessert, where the quantity of serving for each item in the plate is based on a normal portion size. A typical minimum normal portion size for the purposes of this agreement shall be considered as follows:
 - i) Soup – minimum 240 ml
 - ii) Protein – minimum 160g cooked
 - iii) Carbohydrates – between half cup (120 ml) to one cup (240 ml) cooked
 - iv) Vegetables – 1 cup (240 ml) cooked or raw
 - v) Salad – minimum 240 ml

- vi) Dessert – 1 whole fruit or minimum 125g yoghurt or minimum 125g for other desserts such as slice of cake or mini cakes, mousse, 1 ice cream scoop, etc.
- b) A Healthy meal option which includes a lean protein element (Vegetarian and Non-Vegetarian option), complex carbohydrates (e.g. quinoa, brown rice, whole wheat pasta, etc), healthy fats (e.g. avocado, olive oil, etc) and fibre elements. A person availing of a Healthy meal option shall also be entitled to a soup/pulse and a dessert. Similar guidelines for portion size as in Clause 2.4.4 a) above apply.

General Menu Specifications

- Non-vegetarian main courses shall consist of one non-vegetarian protein dish and one vegetarian side. Two non-vegetarian protein options shall be available daily, and each staff member may select only one option per meal. Options shall generally differ each day (e.g., meat and seafood or red and white meat).
- Vegetarian main courses shall consist of one vegetarian protein dish and one vegetarian side.
- Menus shall include a variety of international and local cuisines, including Indian, Chinese, Creole, Continental, Italian, French, American, Local, and Asian dishes, and include items such as chicken, eggs, lamb, mutton, fish, prawns, octopus, calamari, fresh vegetables and fruits, fried rice, noodles (fried and boiled), magic bowls, biryani, pulao, tofu (teokon), paneer, pizza, pasta, vegetarian and non-vegetarian burgers, nuggets, and other items on demand. Irrespective of the main course on offer, the four-course meal concept shall be applicable at all times.
- Meals shall be served with plain Basmati rice or a selection of bread (whole wheat, French, sesame, white, etc.). Bread shall be available as an option at all times. Depending on the menu, meals may include 3 rotis (plain flour or wheat), 3 dholl puris, or 4 ti-puris.
- Soups and salads shall be vegetarian and mild in spiciness. Non-vegetarian options may be provided occasionally at no extra cost, subject to SBM approval.
- Menus shall exclude beef and pork. All food products (chicken, meat, and other ingredients) shall be Halal certified.
- Desserts shall include yoghurt, ice cream, fresh fruit, fruit cakes, pastries (vegetarian and non-vegetarian), and other specific desserts. The Supplier shall provide a minimum of three dessert choices, including yoghurt and fresh fruit.
- The Supplier shall ensure that meals are not repetitive for at least 12 weeks.
- Menus shall be structured so that if a staff member does not prefer the main course, accompanying dishes can be combined to create a suitable alternative.

2.4.4.1 Accompaniments

Suitable sauces, pickles and chutneys shall be provided to accompany each prepared dish, a minimum of which shall be fresh chilli sauce, fresh green chilli paste, tomato ketchup, garlic sauce, salt & pepper, veg & non-veg mayonnaise and coriander/tomato/coconut chutney.

2.4.4.2 Healthy Eating Concepts

SBM encourages staff to safeguard their health and wellbeing by eating in a healthy way. Employees should be able to choose their own dietary pattern. The Supplier is to ensure that staff have sufficient variety and choice of food to eat in a sensible and nutritionally well-balanced way

2.4.4.2 Special Dietary Requirements

The Supplier must be prepared to provide special arrangements for anyone requiring a special diet for medical reason. Arrangement shall be made by SBM, and notification will be given to the Catering Management in advance.

2.4.4.3 Special Menus

A specially adapted menu is to be provided to SBM staff in line with the following religious/cultural festivities:

- Chinese Festival
- Thaipoosam Cavadee
- Maha Shivratrie
- Eid-Ul-Fitr
- Easter Festival
- Ugadi
- Ganesh Chaturthi
- Divali
- Christmas
- New Year

The day/date of the provision of the above “special menus” shall be agreed upon and communicated by SBM. SBM also reserves the right to request for specific menus at any time where the request should be made to the Supplier at least 48 hours in advance.

Besides, the Supplier is to take into consideration the various religious/cultural fasting periods and festivals and adapt the menu accordingly. The number of vegetarian options and dishes may need to be reviewed to cater for the demand.

2.4.4.4 Food Ordering System & Count Verification

To ensure that meal quantities are determined as accurately as possible and to minimise food shortages and wastage, the Supplier shall develop and implement an appropriate methodology, supported by suitable tools and systems, to estimate the expected number of meals to be taken by staff on a daily basis. The Supplier may also prepare a small buffer quantity of meals each day to cater for unforeseen demand. The menus shall be shared with staff on a bi-weekly basis in advance to allow for selection and pre-ordering, thereby supporting better planning of quantities and resources.

The Supplier shall be responsible for providing SBM with a daily count of meals consumed at the end of each lunch service, supported by appropriate records such as registers, receipts, or data sheets. SBM shall, upon request, provide facilities such as POS machines and PCs to support the service operations.

2.4.4.5 Quality of Food

In general food shall be of the highest standards, only fresh produce shall be used as applicable. Dry goods shall be of the highest quality and stored in suitable conditions. Cross contamination of meats shall not occur. Meats shall be stored separately from chilled foods. The Supplier shall ensure that a certified Nutritionist/Dietician is appointed for the purposes of this agreement. The role of the Nutritionist/Dietician shall be involved in, but not limited, menu planning, ensuring nutritional guidelines are being respected, portion control, food safety & hygiene, monitoring & feedback, staff training, record keeping & compliance.

2.4.4.6 Meat

Meat should be hormone and additive free. The highest quality livestock shall be used. The supplier of meat (venison, mutton, lamb) and chicken shall be Hazard Analysis and Critical Control Point (HACCP) compliant, and Bidders shall provide proof thereof (certificate/attestation) from their respective suppliers.

2.4.4.7 Fish/Seafood

Should preferably be “Fresh” where practical and cost effective. It must be of good quality i.e. eyes bright and not sunken; bright and glistening skin with plentiful scales where appropriate and according to variety; red gills; firm flesh and no unpleasant odour. Where it is impractical to buy fresh, then frozen can be used. It must be good quality, purchase from a recognised and established supplier.

2.4.4.8 Vegetables

Vegetables must be fresh as much as possible. No canned products other than baked beans, mushroom, and tomatoes (only applicable if tomatoes are unavailable on the market) are to be used. Due allowance must be made for seasonal vegetables (cauliflower, broccoli, lady finger, bitter gourd, French bean, cabbage, asparagus, calabash, chayote (chou chou), watercress, eggplant etc), alternatives must be sought.

2.4.4.9 Fats & Oils

Only butter and margarine/low-fat/low cholesterol spread should be used in sandwiches, rolls, toasts etc and clearly labelled as such. Only oil/fat which is high in polyunsaturated should be used for deep and shallow frying and no re-use of any oil shall be permitted.

2.4.5 Deliveries

The Supplier shall ensure that deliveries from its suppliers are made by 09:30 a.m. Delivery drivers must report to the Security Guard at the Service Bay on Dr Ferrier Street, Port Louis. All deliveries shall be transported via the goods lift at the Service Bay. If deliveries are required after 09:30 a.m. for any reason, prior arrangements must be agreed with SBM's Head of Facilities Management. The Supplier shall take all reasonable steps to inspect incoming parcels and packages at the Service Bay to ensure they are free from rodents, pests, or contamination. All incoming and outgoing items are subject to inspection by the Security Guard and must be properly declared, reported, and logged at the Service Bay. Records of all items entering and leaving the premises, including raw materials, shall be submitted to SBM on a daily, weekly, or monthly basis as applicable.

At SBM Exchange Square, the Supplier shall ensure the meals reach the site by 11h00 so that the service may begin as from 11h30. The Supplier shall be fully equipped with food transportation equipment to ensure the food and associated containers are duly delivered on Level 6 at SBM Exchange Square. The Supplier is to ensure that a contingency transportation plan is available at all times in case of breakdown of its food transport vehicle/s. The contingency vehicle shall conform to all stipulated standards required for a food transport vehicle.

The Supplier is to ensure adherence to all building regulations and procedures at 7, Exchange Square, Ebene and make sure that all precautions are taken during food transport. SBM Exchange square is not equipped with a goods lift. It shall be the responsibility of the Supplier to ensure the passenger lifts are duly protected and not damaged during food transportation on a daily basis.

SBM shall not be liable to any damages caused to the building during food transport using the Landlord's facilities and equipment.

2.4.6 Refuse

At SBM Tower, catering deliveries received at the ground floor Service Bay will have external packaging removed and goods transferred to suitable containers before being transported via the goods lift to the main kitchen on level 5. Paper waste must be stored in the appropriate refuse store. Food waste must be stored in the chilled refuse store located in the Service Bay. It is imperative to store food refuse in the chilled store to prevent putrid odours from being emitted. All wastes must be kept separate prior to collection for disposal. The Supplier shall adopt a green concept/environmental policy for disposal of any waste materials.

At SBM Exchange Square, food wastes are to be removed from the SBM floor after each service daily and kept in the building refuse area on the ground floor in the yard of 7, Exchange Square.

2.4.7 Disposal Cups

The Supplier shall be responsible for supplying a suitable size cup to be utilised at Level 5, SBM Tower and Level 6, SBM Exchange Square; These cups must be made of material approved by the Government of Mauritius and are to be used for drinking chilled water, tea, coffee or other beverages.

2.4.8 Supplementary Meals

The Supplier may be requested to supply evening meals for shift operators on a need basis. The meals shall be taken at 19:00 hours. Each dish shall be prepared separately and stored in hot cabinets ready for consumption.

2.4.9 Special Functions

From time to time the Supplier will be called upon to prepare food for meetings, functions and special occasions. For these particular events or meetings, snacks, hors d'oeuvres or four course meals shall be provided. Menus to be submitted to SBM for approval. The Supplier shall indicate this requirement in Schedule 6 – Cost of Snacks. The fee shall remain fixed during the course of the contract and shall be invoiced separately. SBM shall give one day notice prior to these functions giving the number of “Pax” to be catered for.

2.4.10 Cyclones and Other Emergency Situations

During periods of cyclonic conditions, at class warning 3 preparations for hot food shall be allowed for a minimum of 20 persons. Food shall be prepared at class warning 2 and stored in the refrigerator.

Similar arrangements must be made for other emergency situations as directed by the Team Leader, Facilities Management

The meal shall be suitable for microwave preparation/heating.

Part B - Service Levels

| | Type | Target | | |
|---|---|----------------------|----------------------|--|
| | | Maximum Permissible* | Each Relevant Period | |
| 1 | No. of justified complaints received inclusive, but not limited to, food quality (inclusive of saltiness, oiliness, taste etc), food incidents (inclusive of foreign objects found in the food), non-conformity to agreed food standards and specifications amongst others. | 2 | Quarter | |
| | Immediate/Timely Resolution of justified complaints considering its complexity | | | |
| | No. of repeated complaints | | | |
| 2 | No. of planned catering activities/operations not completed as per schedule | 2 | Quarter | |
| | No of times attitudinal or other Issues observed with staff including not wearing uniform/badge etc. | | | |
| | No of SLAs breached | | | |
| 3 | Poor contract management and supervision | 2 | Quarter | |
| | Failure in planning and scheduling of activities | | | |
| 4 | No of Shortage of consumables reported | 2 | Quarter | |
| | No. of delay in delivery of consumables | | | |
| | Timely replacement of worn-out catering materials | | | |
| 5 | Shortage of labour – catering operatives' turnover | 2 | Quarter | |
| | Employees positions not filled within a period of 2 weeks | | | |
| 6 | Staff personal hygiene | 100% compliance | | |
| 7 | Kitchen cleanliness | 100% compliance | | |
| 8 | Lack of Staff training/coaching | 2 | Annual | |
| 9 | Non-adherence to environmental or/and health and safety or/and statutory requirements. | 2 | Quarter | |
| | No of security/health and safety/environmental incidents | | | |

Part C - Service Credit

In the event of non-compliance with the Service Levels for each type of Service Level as set out above, the Bank shall be entitled to charge the Supplier MUR 10,000 for each non-conformance beyond the permissible limit.

Over and above, the following applies:

General SLA Breach

| Breach Type | Penalty |
|---------------------------------|--------------------------------|
| Delay in service (>10 min) | MUR 10,000 per instance |
| Non-availability of menu items | MUR 10,000 per item per day |
| Poor hygiene (minor) | MUR per incident |
| Repeated complaints (≥10/month) | 5% deduction from monthly bill |

Critical Breaches

| Incident | Penalty |
|----------------------------------|-------------------------------|
| Food poisoning | MUR 50,000 + medical expenses |
| Serious hygiene violation | MUR 100,000 |
| Use of expired/adulterated items | MUR 100,000 |
| Unauthorized subcontracting | MUR 50,000 |

Haywire Service (Service Breakdown / Emergency Failure)

Haywire service is any situation including but not limited to:

- Complete stoppage of food service during operating hours
- Repeated food quality failures
- Mass employee complaints
- Food safety incidents
- Strike, staff walk-out, or abandonment
- Regulatory non-compliance leading to closure risk

In the event of haywire service, the Supplier shall take the following immediate corrective action

- must restore service within 4 hours
- Temporary alternate arrangement at Supplier's cost
- Written Root Cause Analysis (RCA) within 48 hours

Penalty for Haywire Service

| Impact | Penalty |
|---|---------------------|
| Partial disruption (>2 hrs) | 10% of monthly bill |
| Full-day service failure | 25% of monthly bill |
| Repeated haywire events (≥3 in a quarter) | 50% of monthly bill |

SCHEDULE 2 – FEES

Guidance Note:

Schedule 2 – Financial Proposal of the selected tenderer's proposal will be replicated here

SCHEDULE 3 – INVOICING AND PAYMENT PROVISIONS

1. The Supplier will invoice the Bank in the form required by the Bank as notified by the Bank from time to time.
2. The Supplier shall include on or with each invoice provided to the Bank under the Agreement, reference to the relevant purchase/service order to which they relate and any other details as are necessary for the Bank to verify the accuracy of the invoice and the Supplier's compliance with the Agreement. All invoices issued by the Supplier shall list the line items in the same order and format as the purchase order to which they relate.
3. The Bank shall confirm to the Supplier within three (3) Business Days of receipt if the invoice has been rejected. For the Term, the terms and conditions contained in the Agreement take precedence over any standard terms and conditions referred to by purchase orders subsequently received.
4. Subject to:
 - (a) paragraph 8 below; and
 - (b) the Supplier providing the Services in accordance with the Agreement,

The Bank shall pay to the Supplier the Fees within thirty (30) Days after the date on which the Bank receives the invoice properly raised in accordance with paragraph 1 above from the Supplier.

5. If at any time the Bank acting in good faith disputes all or any of the Fees before payment of an invoice raised:
 - (a) the Bank shall notify the Supplier within fifteen (15) Days after the date of receipt of a proper invoice for the Fees, specifying in reasonable detail its reasons for disputing the invoice;
 - (b) the Bank shall pay to the Supplier within thirty (30) Days after the date of receipt of the relevant invoice, all amounts not disputed by the Bank; and
 - (c) if the parties are unable to resolve the dispute within fifteen (15) Days of notice given in accordance with paragraph 4(a), either Party may escalate the matter for resolution in accordance with Clause 25 (Dispute Resolution).
6. Upon resolution of a dispute any sum which the Bank agrees to pay (whether such agreed sum is in the amount originally invoiced or a reduced amount) shall be payable in the same manner as set out in paragraph 7, within thirty (30) Business Days of the resolution of the dispute. Any sum which the Bank agrees to pay or refund to the Supplier shall be payable within thirty (30) Business Days of the resolution of the dispute or, at the Bank's option, shall be set-off against amounts payable by the Bank to the Supplier.

7. Payment of an invoice shall not prevent the Bank from subsequently disputing all or any of the Fees in good faith whether during or after the Term and any sum which the Bank agrees to pay or refund to the Supplier following resolution of the dispute shall be paid by the Bank.
8. The Bank and the Supplier shall each be responsible for its own out-of-pocket costs, fees and expenses relating to invoicing, including any electronic invoicing if required by the Bank in accordance with paragraph 1.

SCHEDULE 4 – GOVERNANCE AND MANAGEMENT INFORMATION

1. Interpretation

- 1.1. Any terms not defined within paragraph 2 or elsewhere in this Schedule 4 shall be interpreted in accordance with Clause 1 (Definitions and Interpretation) of the Agreement.
- 1.2. In addition to terms defined in paragraph 2, the definitions, and other provisions of Clause 1 (Definitions and Interpretation) of the Agreement shall apply throughout this Schedule 4, unless the contrary intention appears.

2. Definitions

In this Schedule 4 unless the context otherwise requires, the following expressions shall have the meanings set out below:

Designated Representative(s) means each Party's designated representative(s) appointed pursuant to Schedule 4 (Governance and Management Information);

Management Information means the management information required to be provided by the Supplier in accordance with this Schedule 4 (Governance and Management Information) and such further management information that the parties agree are required by the Bank to understand and assess the nature and extent of the performance by the Supplier of its obligations under this Agreement.

Monthly Report(s) means weekly meeting reports, which shall include, but not limited to, staffing issues (operatives, supervisory and contract manager), scheduled catering performed as well as those not carried out, site visit reports, mechanical breakdowns, health and safety issues, delays, security issues, incidents, breaches of security, any additional works that may be required, Bank Sites logbooks, delivery books and any financial issues. The monthly reports are expected to be shared through emails.

3. Purpose

- 3.1. This Schedule 4 sets out the governance structure for the duration of this Agreement between the Bank and the Supplier.
- 3.2. The objective of the governance structure is to ensure that a successful working relationship is maintained that shall enable the Parties to monitor and discuss the performance in delivering the Services as well as the strategic objectives of the relationship between them.
- 3.3. In addition, this Schedule 4 establishes the framework by which issues and disputes can be dealt with ensuring that the Bank and the Supplier have clear management responsibilities for the effective delivery of the Services.

4. Governance and Reporting

4.1. Each Party has appointed or shall appoint the following as its Designated Representative (each Party shall notify the other in writing promptly in the event of any change to these appointments):

For the Bank:

[Name]

Head of Facilities Management

Email: [•]

Tel: [•]

Mob: [•]

For the Supplier:

[Name, position title]

Email: [•]

Tel: [•]

Fax: [•]

4.2. Each Party shall ensure that its respective Designated Representatives or such other person designated by him, shall perform their activities and responsibilities in accordance with this Schedule 4 (Governance and Management Information).

5. Performance Review Meeting

5.1. **Purpose:** The purpose of the Performance Review Meeting is to review the performance of the Services.

5.2. Initiation:

5.2.2 At the first Performance Review Meeting, which shall take place within 2 weeks after the Commencement Date, the Parties shall discuss and agree its terms of reference. The Performance Review Meeting shall review and guide the provision of the Service and address any unresolved issues that are raised by either Party.

5.3. **Frequency of meetings:** The Designated Representatives shall meet at least once monthly (unless otherwise agreed) during the Term to review the performance of the Services. The Performance Review Meeting shall take place at SBM Tower.

5.4. **Agenda:** Meetings shall be based on a standard agenda. The agenda for the Performance Review Meeting shall be as follows, unless otherwise agreed by the Parties:

5.4.1. review the performance of the Services against the Service Levels and other standards required by this Agreement;

- 5.4.2. review the procedures and processes used by the Supplier and the Bank in connection with the Services;
- 5.4.3. review the management information provided by the Supplier and the Bank ;
- 5.4.4. verify and review the Service Credits (if any) and Fees each month or quarter (as applicable) to ensure that they are accurate and in accordance with Schedule 1 (Services) and Schedule 2 (Fees) respectively;
- 5.4.5. work together to monitor and maintain the relationship between the Parties;
- 5.4.6. discuss and resolve any issues and put in place any improvements required;
- 5.4.7. discuss and approve the proposals made by the Supplier to improve the Services;
- 5.4.8. monitor progress of the implementation of any improvements to be made to the Services;
- 5.4.9. discuss how to deal with any complaints relating to the provision of the Services; and
- 5.4.10. discuss any recently published changes to Regulatory Requirements and agree any associated actions.

5.5. *Attendees:*

- 5.5.1 The Designated Representative from the Bank and Supplier shall confirm the required attendees. Both Parties reserve the right to invite other attendees to attend the meeting upon agreement with the other Party (such agreement not to be unreasonably withheld or delayed).
- 5.5.2 For the avoidance of doubt, the Designated Representatives for the Supplier shall be the contract manager or supervisor of the Supplier, but both the contract manager and the supervisor of the Supplier shall be required to attend the Performance Review Meeting.
- 5.5.3 The Designated Representatives for each Party shall agree responsibility for minute recording at each meeting.

6 *Annual Review Meeting*

On or around each anniversary of the Commencement Date during the Term, the Designated Representatives shall meet to hold an annual review of the Services, such review to include:

- 6.1. the performance of the Services over the year;
- 6.2. the continuous improvement initiatives that have been undertaken by the Parties; and
- 6.3. annual volumes and monthly trends.

SCHEDULE 5– LIST OF KITCHEN EQUIPMENT

To be attached

SCHEDULE 6 –COST OF SNACKS