



**TENDER FOR THE PROVISION OF  
MECHANICAL, ELECTRICAL, PLUMBING AND BUILDING  
SERVICES MAINTENANCE**

**AT**

**SBM TOWER  
1 PLACE D'ARMES  
PORT LOUIS  
MAURITIUS**

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# **SECTION 1**

# **TERMS AND CONDITIONS**

**TENDER FOR THE PROVISION OF  
MECHANICAL AND ELECTRICAL  
SERVICES MAINTENANCE**

**AT**

**SBM TOWER**

**AGREEMENT MADE THE ..... DAY OF .....**

**BETWEEN**

(1) SBM LTD whose registered office is at SBM Tower, 1 Queen Elizabeth II Avenue,  
Port Louis

and

(2) *Contractor*

**RECITALS**

(A) SBM Ltd has a proprietary interest and has made financial investment in the Premises (as defined) and in their exploitation by all manner, method and means.

(B) SBM Ltd manages the Premises.

(C) The Contractor is engaged in the business of maintenance and repair to mechanical and electrical systems in commercial Premises and represents that he has considerable skill, knowledge and experience in that field of business.

(D) In reliance upon the representation made by the Contractor as to the Contractor's skill, knowledge and experience, SBM Ltd has selected the Contractor to provide planned preventative and reactive maintenance of the mechanical and electrical services at the Premises to meet SBM Ltd's requirements contained in the Specification (as defined).

## **OPERATIVE PROVISIONS:**

### **1.1 DEFINITIONS**

#### **1.1.1 In this Agreement (including the recitals) unless the context requires otherwise the following words and expressions shall have the following meanings:**

##### **1.1.1.1 “As Fitted Drawings”**

Drawings of the current installation of the Plant and Equipment (if available) at the Premises.

##### **1.1.1.2 “Codes”**

The British Standard Codes of Practice, British Statutes, British Regulations, and Regulations and Guidance Notes in accordance with the Occupational Safety and Health Act 2005 and any amendment(s) thereto and any other regulations and notes issued by any other authorities or bodies wherever not in contradiction of any specific standards, regulations, statutes or other instruments issued by the Government of Mauritius or any of its departments, in the reasonable opinion of SBM Ltd;

##### **1.1.1.3 Comprehensive Preventative and Reactive Maintenance**

The Agreement is based on all installed Plant & Equipment and services being functional within the parameters of the original design and usage. It is incumbent on the Contractor prior to the commencement of the Agreement to inspect and report to SBM Ltd all malfunctioning equipment, products or systems not readily identifiable by visual inspection.

At the cost of the Contractor and included within the Fees is the proactive comprehensive planned preventative and reactive maintenance, condition based maintenance, and operation of the Plant and Equipment. The Contractor shall operate, clean, service, maintain and repair the Plant and Equipment on a fully comprehensive basis; inclusive of all spares, materials, consumables and labour. The Contractor shall also be responsible, in consultation with the Facilities Management Department, to repair, maintain, handle and relocate furniture and fittings across SBM Tower. The Contractor may also be requested to perform ad-hoc manual and labour-intensive duties to assist Facilities Management in Bank operations.

Planned Preventative Maintenance of the Plant and Equipment shall cover breakdowns, repairs, emergency call-outs and supply of all consumable items, the provision of strategic spares and the replacement of all parts and components associated with the Plant and Equipment required through use or fair wear and tear. Comprehensive also includes Diversions works as specified in Section 2 Clause 2.5.8.

The following are excluded:-

1. Repair or replacement due to storm, flood, fire, riot or act of war;

2. Repair or replacement due to misuse of Plant and Equipment by third parties who are not in any way connected with SBM Ltd be it tenants, directors, officers, employees, licensees or invitees or in any other manner whatsoever;
3. Repair or replacement due to vandalism or malicious acts by third parties who are not in any way connected with SBM Ltd be it tenants, directors, officers, employees, licensees or invitees or in any other manner whatsoever;
4. Those items of Plant and Equipment which are excluded or which are to be replaced by SBM Ltd (but not their replacements) which may from time to time be identified;
5. External and internal builders work (unless it is relevant to the replacement of Plant and Equipment under this Agreement);
6. Additional Works

#### **1.1.1.4 “Confidential Information”**

All information in any way communicated to or received by the Contractor or the Contractor’s Staff, or supplied by SBM Ltd to the Contractor or Contractor’s Staff in connection with this Agreement (including all information contained in the Specification) which relates to the Premises or the business of SBM Ltd or any of the occupants, visitors, Tenants or contractors at the Premises.

#### **1.1.1.5 “Contractor’s Amendments”**

The additions and amendments provided in writing by the Contractor to SBM Ltd during the tender process approved in writing by SBM Ltd prior to the date of this Agreement and contained in Section 6, as may be added to or amended from time to time, by agreement between the Contractor and SBM Ltd.

#### **1.1.1.6 “Core Service Working Hours”**

The hours that the Premises are normally in operation excluding statutory Holidays as indicated in Section 6.

#### **1.1.1.7 “Fees”**

The fees payable to the Contractor in accordance with, and in the amounts set out in Section 6 for its attainment of the Service Objective;

#### **1.1.1.8 “Health & Safety Policy”**

SBM Ltd’s Health & Safety policy requirements and Codes of Practice for contract works contained in Section 5, as may be amended by SBM Ltd from time to time.

#### **1.1.1.9 “Other Users”**

The SBM Ltd and/or Tenants and/or licensees and/or occupiers and/or visitors and/or invitees;

#### **1.1.1.10 “Plant and Equipment”**

The items of Plant and Equipment at the Premises described in Section 4.

#### **1.1.1.11 “SBM Ltd Representatives”**

Any of SBM Ltd’s duly authorised representatives who, from time to time, will issue instructions to the Contractor. The Contractor will be informed of who these persons are and their responsibilities and may include **“Head of Facilities Management”** from time to time notified by SBM Ltd to the Contractor as person with ultimate responsibility for SBM Tower operations, and who will be available at the Premises.

#### **1.1.1.12 “Premises”**

The building as set out in Section 4 of the Agreement, the plant, all fixtures and fittings and everything connected to, in, on or under the building, any vehicle parks, amenities, storage facilities, private roads, pathways, footpaths and other rights of passage in its ground or curtilage and expressly including those parts of the building and exclusively occupied by Tenants;

#### **1.1.1.13 “SBM Ltd”**

SBM Ltd and its subsidiaries and its subsidiaries undertakings;

#### **1.1.1.14 “Sections”**

The following sections of this Agreement (and a reference to a “Section” is to one of the Sections):

- Section 1 - Terms and Conditions
- Section 2 - Agreement Operational criteria
- Section 3 - Standards of performance
- Section 4 - Premises, Plant and Equipment Register
- Section 5 - Health and Safety
- Section 6 - Comprehensive Preventative and Reactive Maintenance Fees and Contractor’s Amendments

#### **1.1.1.15 “Service Objective”**

The Contractor is to ensure at all times, in proactive liaison with SBM Ltd, that:

- (a) the Plant and Equipment is operated, maintained and repaired to attain reliability, consistent with its optimum running costs and operating life and at all times ensure Plant and Equipment down time is minimised such that environmental conditions are maintained to the satisfaction of the SBM Premises occupants;
- (b) spurious alarms and breakdowns emanating from the Plant and Equipment are minimised;

- (c) response times to breakdowns and help desk calls are fast (provide timeframe) and efficient;
- (d) all necessary statutory inspections of the Plant and Equipment are arranged and carried out as detailed in Section 2 Clause 2.4.16;
- (e) proactive planned preventative maintenance and repair to and operation of the Plant and Equipment is carried out and, where necessary, coordinated with specialist maintenance sub-contractors and the supply of all parts and consumables, the replacement of components and repairs;
- (f) adequate stocks of consumables and spare parts are maintained and when instructed, necessary components of the Plant and Equipment are replaced or repaired to SBM Ltd's satisfaction giving due consideration to downtime, inconvenience and commercial viability;
- (g) dynamic system tests and checks are devised and carried out to identify, as far as possible before they have an effect, any faults in all systems interdependent with the Plant and Equipment;
- (h) when instructed, emergency call-outs which relate to all Plant & Equipment are responded to by the Contractor as specified in Clause 2.4.13 of Section 2 and repairs to Plant and Equipment are effected, in co-ordination with the attendance of specialists necessary to achieve a speedy return to service; the downtime must not exceed 2 hours at any moment in time.
- (i) detailed proactive reporting and logging as specified shall be carried out, and that appropriate feedback and advice is given to SBM Ltd;
- (j) SBM Ltd is notified immediately of any occurrence/defect that could give rise to injury to persons or damage to the Premises and/or the Plant and Equipment and/or any other Premises; and
- (k) the safety of all occupiers of and visitors to the Premises is ensured at all times.

#### **1.1.1.16 "Specification"**

The specifications for services contained in Sections 2 to 6 inclusive and any Operating & Maintenance manuals located at the Premises;

#### **1.1.1.17 "Staff"**

Employees, officers, agents and specialist contractors of the Contractor or any persons engaged by it in the performance of this Agreement;

#### **1.1.1.18 "Tenant"**

Any tenant lawfully occupying the whole or any part of the Premises;

#### **1.1.1.19 "Tender"**

The Contractor's tender together with all supporting documents contained in Section 6 and including the Contractor's amendments

**1.1.1.20 "Defect"**

Any work of maintenance or repair such as, shall be in breach of the requirements under Clause 1.1.1.3.

**1.1.1.21 "Day"**

"Day" means a calendar day and "year" means 365 days

**1.1.2 References to SBM Ltd in this Agreement shall, where appropriate, be deemed to include references to the relevant SBM Ltd representative.**

**1.1.3 Where any doubt exists as to the meaning of words or terms used in this Agreement, the matter shall be referred by the Contractor to SBM Ltd for final clarification binding on the Contractor. The Contractor shall point out all causes of doubt to SBM Ltd before proceeding with any works influenced by such doubt.**

**1.1.4 The Contractor shall have no liability for the original design of the Plant and Equipment.**

**1.1.5 In this Agreement unless the context requires otherwise:**

**1.1.5.1** Words importing the masculine gender only shall include the feminine gender and neuter meaning and vice versa and words importing the singular number shall include the plural number and vice versa and all references to a Clause or Schedule shall mean a clause of, or schedule to, this Agreement;

**1.1.5.2** the index, titles and headings to Clauses are for convenience only and shall not affect the construction or interpretation of this Agreement;

**1.1.5.3** references to any Act, regulation, Codes of practice, or statutory order or any provision thereof, shall include any modification, re-enactment or extension of such Act, regulation, codes of practice or statutory order or as the case may be, any such provision thereof;

**1.1.5.4** British Standards, regulations, guidance notes, law and codes of practice shall be used throughout, except where Mauritian regulations or law contradicts or supersedes it;

**1.2 ENGAGEMENT**

**1.2.1 The Contractor acknowledges that the Specification is now incorporated in, and forms part of this Agreement.**

**1.2.2 SBM Ltd now engages the Contractor and the Contractor, in consideration of the payment to it of the Fees under Clause 1.7, accepts the engagement to render and to procure that its Staff shall render all those services and shall to fulfil all those obligations**

required of the Contractor and its Staff, set out in the Specification in order to attain from engagement and thereafter maintain the Service Objective.

- 1.2.3** SBM Ltd reserves the right (at its own expense save where caused by the default of the Contractor and without prejudice to SBM Ltd's rights) to supplement, amend, add or to omit items from the Specification and/or to use the services of third parties as it may deem fit, keeping the Contractor fully informed of such action.

### **1.3 FUNDAMENTAL CONDITIONS**

- 1.3.1** The Contractor acknowledges that the attainment of the following are fundamental conditions both of this Agreement and the continued engagement of the Contractor and any liability of SBM Ltd to the Contractor:

**1.3.1.1** That the Contractor shall ensure the achievement at all times of the Service Objective; and

**1.3.1.2** That the Service Objective will be achieved by the Contractor complying with its obligations under Clause 1.2.2.

- 1.3.2** The Contractor acknowledges that any consent or approval or exercise of discretion by SBM Ltd shall not absolve the Contractor from its obligations to attain the Service Objective.

- 1.3.3** If the Contractor breaches either of the fundamental conditions set out in Clause 1.3.1.1 or 1.3.1.2, SBM Ltd shall be entitled in its absolute discretion to treat this Agreement as repudiated by breach. Contractor, who shall be given 14 days, or such period of time as may otherwise be agreed by SBM Ltd and the Contractor, to rectify such a breach.

### **1.4 SBM LTD'S OBLIGATIONS**

- 1.4.1** SBM Ltd shall grant the Contractor reasonable access to the parts of the Premises where the Plant and Equipment are situated, for the purpose of carrying out its obligations under this Agreement including any examinations, tests or checks that may be necessary during normal working hours. For work outside normal hours the Contractor shall ensure that prior arrangements are made with SBM Ltd. The Contractor will limit itself to particular access routes for the purposes of its access to the Plant and equipment. These particular access routes will be clearly defined by SBM Ltd. These access routes may, however, be altered from time to time. The Contractor is to accommodate such changes at no extra cost to SBM Ltd.

- 1.4.2** SBM Ltd shall make available to the Contractor all relevant operating, maintenance or installation documents and As Fitted Drawings in SBM Ltd's possession. The Contractor shall take care of and keep secure such documents and As Fitted Drawings, ensuring that they are updated to suit any discrepancies or modifications of the Plant and Equipment made by the Contractor and return them forthwith to SBM Ltd on the termination of this Agreement. Where new plant items are installed, the appropriate details of the new plant will be provided by the installer to be incorporated within these documents;

- 1.4.3 SBM Ltd and/or the Security Contractor shall at all times remain responsible for the security of the Premises where the Plant and Equipment is located and the Contractor will comply at all times with both SBM Ltd's and/or Security Contractors requirements, instructions and regulations in respect of security.**

## **1.5 CONTRACTOR'S OBLIGATIONS**

### **1.5.1 The Contractor shall, and shall ensure that its Staff shall:**

- 1.5.1.1** be suitably trained and perform its obligations in a proactive, efficient, competent and workmanlike manner, with all due diligence, exercising exceptional skills and care expected of an experienced Contractor;
- 1.5.1.2** 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;
- 1.5.1.3** at all times comply with the requirements of the Codes;
- 1.5.1.4** not do or omit to do anything which results, or in the opinion of SBM Ltd may result, in damage to the reputation, good name and market perception of SBM Ltd;
- 1.5.1.5** comply at all times with SBM Ltd's requirements, instructions and regulations in respect of security at the Premises; and
- 1.5.1.6** give SBM Ltd access to the Plant and Equipment, and information required for the purposes of monitoring the achievement of the Service Objective.

### **1.5.2 at all times comply fully with the statutory requirements of the Environmental Protection Act and other Green Policy instituted to maximise the use of green practices.**

### **1.5.3 The Contractor shall:**

- 1.5.3.1** forthwith replace any member of its Staff concerned with the Service Objective should SBM Ltd in its absolute discretion so require;
- 1.5.3.2** carry out any training, and employ such qualified staff and use items of equipment as are necessary to achieve and maintain the Service Objective;
- 1.5.3.3** forthwith notify SBM Ltd in the event of injury or death occurring on the Premises and confirm full details in writing to SBM Ltd without delay;
- 1.5.3.4** forthwith notify SBM Ltd in the event of any breach of Health and Safety matters whether by the Contractor or as might affect the Contractor and anyone at the Premises, this being an addition to requirements (j) and (k) of the Service Objective;
- 1.5.3.5** in any event confirm in writing to SBM Ltd not less frequently than every two months from the date of this Agreement that all Health and Safety matters including implementation of safe systems have been fully complied with by the Contractor wherever possible, or failing that why they have not been fully complied with;

- 1.5.3.6** monitor its obligations under the Specification suggesting from time to time to SBM Ltd such additions, omissions or amendments as it thinks expedient to ensure the achievement of the Service Objective;
- 1.5.3.7** report to SBM Ltd's Team Leader, Facilities Management or any other nominated person who will be responsible for the co-ordination of all the activities of the Contractor and the Other Users at the Premises. The decision of SBM Ltd's Team Leader, Facilities Management or any other nominated person will be final in all cases of dispute between the Contractor and the Other Users.

## **1.6 CONTRACTOR'S WARRANTIES**

### **1.6.1 The Contractor warrants that:**

- 1.6.1.1** it has the full power and authority to enter into and perform this Agreement;
- 1.6.1.2** other than those matters which have been notified to SBM Ltd in writing, no claims have been brought or actions or proceedings commenced against it or any of its Staff for breach of, nor has it breached nor repudiated any contract for the provision to a third party of services similar to those to be supplied under this Agreement and no circumstances exist which are likely to give rise to any such claim;
- 1.6.1.3** 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;
- 1.6.1.4** the insurance policies referred to in Clause 1.14.1 are currently in full force and effect and nothing has been done or omitted to be done which could make any policy of insurance void or voidable;
- 1.6.1.5** none of the insurance policies referred to in Clause 1.14.1 is subject to any special or unusual terms or restrictions;
- 1.6.1.6** other than those matters which have been notified to SBM Ltd in writing, in the two calendar years prior to the commencement of this engagement it has made no claims against its insurers or any member of its Staff in excess of MRs100,000 per incident and no circumstances exist which are likely to give rise to any such claim;
- 1.6.1.7** the statements, undertakings and representations made and the facts disclosed by the Contractor in the Tender are true and accurate;
- 1.6.1.8** recitals C and D to this Agreement are true and accurate and form part of this Agreement;
- 1.6.1.9** it has used its best endeavours to ensure that no member of the Contractor's Staff or the Contractor itself, has been convicted of any police/judicial offence nor are they or it currently charged with any such offence;
- 1.6.1.10** it has ensured and will continue to ensure that none of the following materials have been or will be specified for use in conjunction with this Agreement except where no alternative is currently available in the industry:

- 1.6.1.10.1 asbestos or asbestos containing products, as defined in The Asbestos Regulations 1987 or any statutory modification or re-enactment thereof;
  - 1.6.1.10.2 lead or any materials containing lead which may be ingested, inhaled or absorbed;
  - 1.6.1.10.3 urea formaldehyde foam or materials which may release formaldehyde in quantities which may be hazardous with reference to the limits set from time to time by the Ministry of Labour and Industrial Relations & Employment, and
  - 1.6.1.10.4 any other substances not in accordance with British Standards, the Codes, Statutes, Regulations and good practice current at any relevant time.
- 1.6.1.11** Within the first 30 days of this agreement it shall inspect all Plant & Equipment and report any malfunction or failure to function within its original use and design parameters.
- 1.6.1.12** It shall be proactive in the provision of the Comprehensive Planned Preventative Maintenance in respect of all Plant & Equipment which is not reported under Clause 1.6.1.11 and in respect of all Plant & Equipment that has been reported once the reported malfunction is corrected by SBM Ltd.
- 1.6.1.13** To use its best endeavours to provide the services as defined in the service objectives at all times.
- 1.6.2** Each of the warranties in Clause 1.6.1 shall be deemed to be given by the Contractor on a continuing basis throughout the currency of this Agreement.
- 1.7 FEES**
- 1.7.1** The Contractor shall invoice SBM Ltd in respect of the Fees due for the Premises monthly in arrears unless otherwise provided in Section 6.
- 1.7.2** The Contractor shall state in each invoice for its Fees such reference details as SBM Ltd may from time to time require, to include full details of hours actually worked and a breakdown of fees to reflect the content of work associated with the Plant and any other reference details that SBM Ltd may require.
- 1.7.3** Conditional upon the Contractor meeting all its obligations under this Agreement, and upon SBM Ltd authorising payment of the amount of each invoice, SBM Ltd shall pay each invoice containing the reference details referred to in Clause 1.7.2 within 30 days of its actual receipt by SBM Ltd. Any invoice unacceptable to SBM Ltd will be returned to the Contractor for correction and resubmission. SBM Ltd are entitled to off-set against fees any reasonable costs agreed by prior arrangement as a result of any breach by the Contractor of its obligations under this Agreement.
- 1.7.4** SBM Ltd shall be entitled to set off against the Fees a sum equal: first, to any amount in dispute between SBM Ltd and the Contractor; and second; to any amount lost by SBM

Ltd or for which SBM Ltd is liable to third parties as a result of any breach by the Contractor of its obligations under this Agreement.

- 1.7.5 Payment of the Fees shall be without prejudice to the rights and any claims which SBM Ltd may have against the Contractor.
- 1.7.6 SBM Ltd may adjust the Fees by prior agreement with the Contractor (such agreement not to be unreasonably withheld) if the Service Objective no longer applies to any Premises or item of Plant and Equipment.
- 1.7.7 Where SBM Ltd serve Notice to the Contractor pursuant to Clause 1.17.2 SBM Ltd and the Contractor shall agree any appropriate adjustment to the Fees; in the event of failure to agree, the matter shall be referred to Arbitration in accordance with Clause 1.26.

## 1.8 ALTERATION OF FEES

- 1.8.1 Not applicable.

## 1.9 ADDITIONAL WORK

- 1.9.1 Additional Work means any alterations or additional work to be carried out which is, in SBM Ltd's view, necessary to enable the Plant & Equipment to continue in use and which is not included within the scope of this Agreement. The Contractor is only authorised to proceed with Additional Work or when SBM Ltd issues a written instruction to this effect. In any case of urgency, SBM may issue a verbal instruction, which subsequently should be confirmed in writing by SBM Ltd.
- 1.9.2 The Contractor shall bring to the attention of SBM Ltd any work not included in the Agreement and considered by the Contractor to be Additional Work. The Contractor in its recommendations and proposals shall, where possible indicate its charge not to be exceeded for the Additional Work.
- 1.9.3 Where the extent of the Additional Work is unknown, the Contractor shall calculate the charges from the rates for materials, labour (only extra labour used over and above that provided for this contract) and specialist sub-contractors shown in Section 6.
- 1.9.4 Separate invoices for Additional Work shall be submitted by the Contractor after the work has been completed and shall be accompanied by work sheets stating the precise nature of all problems encountered, the work carried out, materials used and all accompanying invoices, and hours expended (signed off by the SBM Ltd representative); only the extra labour used may be invoiced.
- 1.9.5 If SBM Ltd deems that the Additional Work was due to poor performance of the Contractor of its obligations to fulfil the Service Objective, SBM Ltd may withhold payments of the disputed amount, giving the Contractor notice of such poor performance, in order that the Contractor may remedy any defect at his own expense.

## 1.10 PROJECT WORKS

- 1.10.1** There may from time to time be works required to be undertaken for SBM Ltd which are outside the scope of this Agreement including the Additional Works, as a part of the ongoing upgrading and alteration of the SBM Premises.
- 1.10.2** The Contractor may be invited to put forward proposals for such project works, which would be undertaken as contracts separate to the maintenance contract. Prices shall be based on those scheduled in Section 6.
- 1.10.3** These works will be undertaken under the general frame of JCT or East African contracts or FIDIC, the type of contract being dictated by the size and nature of the project.
- 1.10.4** If the Contractor's proposal is deemed appropriate, the Contractor shall be awarded the works under cover of a separate agreement; the contractor should not utilise same labour earmarked for this contract.
- 1.10.5** SBM Ltd reserve the right to obtain alternative proposals for project work from other sources if the Contractor's price is deemed to be too high or fails to meet the performance requirements of SBM Ltd. SBM Ltd do not undertake to award any such project work to the Contractor. Thereupon the contractor should provide any required assistance to the preferred contractor for the project works.

#### **1.11 REPLACEMENT OF PLANT AND EQUIPMENT**

- 1.11.1** If during the term of the Agreement refurbishment works are carried out to part only of the SBM Premises, the obligations of the Contractor shall be applied only to the unaffected operative parts of the SBM Premises as SBM Ltd shall in writing identify.
- 1.11.2** Where in the view of SBM Ltd an item of Plant and Equipment requires complete replacement SBM Ltd may by service of not less than 14 days Notice on the Contractor remove such item of Plant and Equipment from the scope of the Agreement and instruct another contractor to effect the replacement; the Contractor shall co-operate with such contractor as may be necessary for the proper execution of the replacement and subsequently, if relevant, co-operate with this contractor for any post-replacement maintenance period. Following completion of the replacement SBM Ltd may by service of not less than 14 days Notice on the Contractor include the replacement Plant and Equipment back within the scope of this Agreement in which event the Contractor shall comply with any requirements/restrictions of any guarantee(s)/warranties from the manufacturer and/or installer to the extent notified to the Contractor by SBM Ltd so as to ensure that such guarantee(s)/warranties remain in full force for the length of the guarantee(s)/warranties period.

#### **1.12 DURATION**

- 1.12.1** This Agreement shall come into force and operate on the 1<sup>st</sup> June 2026 and, save as otherwise provided in this Agreement, shall continue in force for a period of five years.

#### **1.13 INDEMNITY**

- 1.13.1** During the continuance of this Agreement and after its termination the Contractor shall be liable for and shall indemnify and hold harmless SBM Ltd, SBM Ltd's personnel and

their respective agents against and from all claims, losses and damages which SBM Ltd may incur or suffer or which may be incurred or suffered by any third party claiming on or against SBM Ltd or by any purchaser from or successor in title of SBM Ltd in respect of any injury, illness, death or disability, loss of or damage to the Premises, the Plant and Equipment and/or all fixtures and fittings and everything connected to or under the Premises howsoever and whensoever arising out of or in connection with this Agreement which is caused in whole or in part by the negligence, breach of statutory duty, breach of contract, act, omission or default of the Contractor or its permitted sub-contractors or their respective Staff.

**1.13.2** The Contractor shall have no liability under Clause 1.13.1 which is caused by a relevant event of Force Majeure under Clause 1.25.

#### **1.14 INSURANCE**

**1.14.1** Without prejudice to the provisions of Clause 1.13, the Contractor shall maintain in force with a well established insurance company of repute such insurance policies (“Policies”) as SBM Ltd may require, including the following:

**1.14.1.1** employer’s liability insurance;

**1.14.1.2** public liability insurance with a limit of indemnity of not less than MRs100,000,000 in respect of any one claim or series of claims arising out of any one event; and

**1.14.1.3** professional indemnity with a limit of indemnity of not less than MRs10,000,000 in respect of any one claim or series of claims arising out of any one event.

**1.14.2** The Contractor shall ensure that SBM Ltd is named on the Policies as additional insured. The Contractor shall produce to SBM Ltd all Policies and receipts for the payment of current premiums for the Policies.

**1.14.3** If at any time the Contractor shall fail to pay any premium which it is obliged to pay pursuant to Clause 1.14.2, SBM Ltd shall be entitled to pay any such premium itself on the Contractor’s behalf and to deduct an amount equal to any sum so paid together with interest thereon at the rate of 2% per month by way of set off from the Fees which would otherwise be payable under Clause 1.7

#### **1.15 GUARANTEE**

**1.15.1** The Contractor shall subscribe a Performance Bond duly guaranteed by a Guarantor, who unconditionally and irrevocably guarantees and undertakes to SBM Ltd as follows:

**1.15.1.1** that the Contractor shall perform and observe all those terms and obligations contained in this Agreement on the part of the Contractor all in the manner specified in accordance with the schedules and as far as is within the Contractor’s power to effect; and

**1.15.1.2** that in the event of any breach of the terms or obligations by the Contractor, the Guarantor shall indemnify and hold harmless SBM Ltd against any loss, damage, demands, charges, payments, liability, proceedings, claims, costs and expenses

suffered or incurred by SBM Ltd arising from, or in connection with, any breach to a maximum value representing 10% of the contract value.

**1.15.1.3** The Contractor shall accept full responsibility for any sub-contractor or agent approved by SBM Ltd in accordance with Clause 1.15.1 and shall procure and ensure that any sub-contractor or agent fulfils the Contractor's obligations hereunder. The Contractor shall indemnify SBM Ltd in respect of any such loss or damage incurred by SBM Ltd as a result of any act or omission of the approved sub-contractor, its servants and agents.

**1.15.2 The liability of the Guarantor under this Agreement shall in no way be discharged, lessened or affected by reason of:**

**1.15.2.1** any time given, or forbearance or other indulgence shown, by SBM Ltd to the Contractor;

**1.15.2.2** any variation to the terms of this Agreement;

**1.15.2.3** any other thing which SBM Ltd or the Contractor may do or omit or neglect to do (including, but without limitation, (i) the assertion of, or failure to assert, or delay in asserting any rights or remedies of SBM Ltd, (ii) the pursuit of any right or remedy that either or both of them may have, (iii) the giving by the Contractor of any security or the release, modification or exchange of any such security of the liability of any person which but for this provision might exonerate the Guarantor).

**1.15.3 The Guarantor further covenants with SBM Ltd that if the Contractor enters into liquidation (as described in clause 1.17.1.5) and the liquidator disclaims this Agreement or if the Contractor's liability under this Agreement expires or is discharged for any reason (other than pursuant to the Limitation Act 1980 or any amendment or re-enactment thereof) the liability of the Guarantor under this clause 1.15 shall remain in full force and effect.**

**1.15.4 The Guarantor waives any right to require SBM Ltd, before proceeding against the Guarantor under this clause 1.15, to pursue first any remedy (whether under this Agreement or otherwise) which it may have against the Contractor.**

**1.15.5 The Guarantor shall not by any means, or on any ground seek to recover from the Contractor (whether by instituting or threatening proceedings or by way of set-off or counterclaim or otherwise) or otherwise to prove in competition with SBM Ltd any payment made by the Guarantor under this clause 1.15.**

**1.15.6 If the Guarantor receives any monies from the Contractor in respect of any payment made by the Guarantor under this clause 1.15, the Guarantor shall hold those monies in trust for SBM Ltd for so long as the Guarantor shall remain liable or contingently liable under this Agreement.**

**1.15.7 SBM Ltd shall not have any greater rights against the Guarantor than they have against the Contractor under the Agreement and the same defences and/or counterclaims which would be available to the Contractor thereunder shall be available to the Guarantor.**

## **1.16 CONFIDENTIALITY**

- 1.16.1** The Contractor shall, and shall ensure that its Staff shall, at all times during the continuance of this Agreement and after its termination keep all Confidential Information confidential and shall not disclose the same to any third party and shall not use or permit the use of the same except as necessary for the performance of the Contractor's obligations hereunder. The attention of the Contractor is particularly drawn to Section 65 of the Banking Act.
- 1.16.2** The Contractor shall not use its relationship with the SBM Ltd for any marketing or publicity purpose without the prior written consent of SBM Ltd which may in its absolute discretion be withheld.
- 1.16.3** The Contractor should enter into an agreement with SBM Ltd with regards to confidentiality as set out in Section 6 of this document

## **1.17 TERMINATION**

### **1.17.1 SBM Ltd shall be entitled to terminate this Agreement:**

- 1.17.1.1** If the Contractor is in breach of or repeats any breach of any obligations which in the opinion of SBM Ltd is material to the attainment of the Service Objective; or
- 1.17.1.2** If the Contractor is in breach of any of its obligations hereunder other than those referred to in Clause 1.17.1.1 where such breach is either repeated or, in the case of a breach capable of remedy, not remedied within 7 days of a request from SBM Ltd to remedy the same; or
- 1.17.1.3** If any of the matters warranted by the Contractor in Clause 1.6 is, or at any time during the currency of this Agreement becomes, untrue; or
- 1.17.1.4** If the contractor subcontracts the whole or part of the works or assigns the contract without the required agreement of SBM Ltd.
- 1.17.1.5** If the Contractor (being a company) shall become unable to pay its debts within the meaning of the Companies Act 2001, shall enter into liquidation whether voluntarily or compulsorily (other than for the purposes of amalgamation or reconstruction) or shall make an arrangement or composition with its creditors whether voluntarily or otherwise, or shall have an administrative or other receiver, administrator, liquidator or any other similar officer or insolvency practitioner appointed over all or any other part of its assets; or
- 1.17.1.6** If the Contractor (being an individual or a partnership) (which in this clause shall be deemed to include each partner of the partnership) shall become unable to pay or has no reasonable prospect of being able to pay its debts, or shall have a petition for bankruptcy presented against it, or shall have a proposal made for a composition in satisfaction of its debts, a proposal for an individual voluntary arrangement, or a scheme or arrangement of its affairs, or if an application to court shall be made for an interim order or for the appointment of a receiver or interim receiver.

- 1.17.1.7** If the contractor gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:
- 1.17.1.8** for doing or forbearing to do any action in relation to the contract, or
- 1.17.1.9** for showing or forbearing to show favour or disfavour to any person in relation to the contract.
- 1.17.1.10** In any of these events or circumstances, SBM Ltd may, upon giving 14 days' notice to the contractor, terminate the contract and expel the contractor from the Site. However, in the case of sub-paragraph 1.17.1.5 and/or 1.17.1.6 and/or 1.17.1.7, SBM Ltd may by notice terminate this agreement immediately.
- 1.17.2** SBM Ltd may terminate this Agreement or part of this Agreement by giving the Contractor 30 days notice to that effect if SBM Ltd sells its interest in the whole, or any part, of the Premises. On such termination, the Contractor shall if required submit its final invoices for Fees for the Premises or, if any part of the SBM Ltd's interest is sold, then for that part only, within one month of the date of such notice.
- 1.17.3** If during the term of this Agreement refurbishment works are carried out to the Premises, SBM Ltd may at its absolute discretion terminate this Agreement if it considers it is necessary, to carry out effectively the refurbishment contract.
- 1.17.4** Should this Agreement terminate or be repudiated in whole or in part, the Contractor acknowledges that approved sub-contractors and agents shall have no claim for compensation, no claim for loss of profit, cancellation charge or claim for completion against SBM Ltd.
- 1.17.5** In accordance with Clause 1.8.2, SBM Ltd may terminate this Agreement by giving the Contractor not less than one or more than three months notice in writing or by the Contractor giving to SBM Ltd three months notice if the parties fail to agree the amount of the alteration of fees.
- 1.17.6** Notwithstanding any provision in this Agreement, the obligations under Clause 1.15 remain in force beyond any termination of this Agreement.
- 1.17.7** Upon termination of this Agreement for whatever reasons the Contractor shall deliver up to SBM Ltd any Confidential Information and/or any other property of SBM Ltd or of any of the occupants of the Premises in the possession, power, custody or control of the Contractor or its Staff, and the Contractor shall give all proper co-operation with any new appointee prior to their taking over direct responsibility for the Service Objective.
- 1.17.8** Termination or lapse of this Agreement shall not affect the accrued rights of the parties hereto arising by virtue of this Agreement.

## **1.18 END OF TERM/TERMINATION DEFECTS**

By the end of this Agreement or on its termination, other than arising under Clause 1.17, SBM Ltd will ascertain the extent to which (if any) the Plant and Equipment has not been maintained in accordance with this Agreement. A list of such Defects will be provided to the Contractor.

The Contractor appointed for the new Contract shall be required in conjunction with SBM Ltd to list any further Defects within the first 30 days of the new Agreement and the list of such further Defects provided to the Contractor. Upon receipt of the two lists the Contractor shall have a period of 14 days from receipt of each, to dispute any items, and any such disputed item will be referred to SBM Ltd in the first instance with a view to reaching an agreement: if not agreed then there will be immediate reference to Arbitration in respect of the disputed Defects.

After either or both of the 14 day periods referred to above (disputed items apart) the Contractor shall within a further period of 7 days, in respect of each list of Defects, commence rectifying the Defects and proceed diligently to complete the remedial works to the standards as defined in the Agreement. In the event that the necessary works to remedy the agreed Defects are not commenced within the 7 day period referred to above, the Contractor shall forfeit the right to carry out such works and the new contractor shall carry out the works and the Contractor shall immediately pay to SBM Ltd the proper costs of such works.

In respect of any disputed Defect (being those first referred to SBM Ltd or subsequently to Arbitration), the new contractor shall at a proper cost and on written instruction from SBM Ltd forthwith remedy such disputed Defects. The Contractor shall reimburse to SBM Ltd the proper cost of such works if this is either agreed between SBM Ltd and the Contractor or if the Contractor is found to be liable under the Arbitrator's Award.

#### **1.19 TRANSFER OF CONTRACT AND INFORMATION**

In the event that this agreement is terminated for whatever reason, the Contractor shall:

- i. Disclose all Terms & Conditions of employment to SBM Ltd prior to the final termination date;
- ii. Ensure that all bonuses, holiday pay, pension rights and any other employment rights are fully paid up to the date of transfer;
- iii. Carry out all necessary consultations with any appropriate employee's representative body and ascertain the intentions of the new employee;
- iv. provide SBM Ltd with any information required to ensure the smooth transfer of the Contract on the termination date.

#### **1.20 ASSIGNMENT**

**1.20.1 The Contractor may not assign this Agreement. The Contractor may not sub-contract (subject to those sub-contractors permitted in the Tender) nor appoint an agent for the performance of any of its obligations under this Agreement without the prior written consent of SBM Ltd which SBM Ltd may in its absolute discretion withhold.**

**1.20.2 The Contractor shall accept full responsibility for any sub-contractor or agent approved by SBM Ltd in accordance with 1.20.1 and shall procure and ensure that any sub-contractor or agent fulfils the Contractor's obligations hereunder. The Contractor will indemnify SBM Ltd in respect of any such loss or damage incurred by SBM Ltd as a result of any act or omission of the approved sub-contractor, its servants and agents.**

**1.20.3 SBM Ltd may assign or novate this Agreement:**

**1.20.3.1** to any company within the SBM Ltd or any person who acquires a freehold or leasehold interest in the Premises, by giving 14 days notice to that effect; or

**1.20.3.2** to any other person with the prior written consent of the Contractor, such consent not to be unreasonably withheld or delayed.

**1.21 VALUE ADDED TAX**

**1.21.1** If and wherever under or in connection with this Agreement SBM Ltd shall make or be deemed to make a taxable supply of goods or services to the Contractor, then, upon the issue to the Contractor of a valid and proper tax invoice for value added tax purposes, the Contractor shall forthwith pay to SBM Ltd (as appropriate) the amount of value added tax chargeable on such supply as shown in the invoice.

**1.22 INTELLECTUAL PROPERTY RIGHTS**

**1.22.1** Any intellectual property rights (including any copyright, trade marks, designs, patents or any other intangible property right) produced as a product of the services of the Contractor in attaining the Service Objective and the rights in other information produced shall vest automatically in and/or hereby assigned to SBM Ltd. The Contractor shall at any time execute such documents as may be required to effect such vesting in SBM Ltd.

**1.23 CONTRACTOR'S STAFF**

**1.23.1** The Contractor's Staff shall at all times be deemed to be employees of the Contractor. Nothing shall be deemed to create between SBM Ltd and the Contractor the relationship of employer and employee.

**1.24 WAIVER**

**1.24.1** No failure or delay by either party in exercising any right power remedy or privilege under this Agreement shall operate as a waiver nor shall any single or partial exercise by either party of any right power remedy or privilege preclude any other or further exercise of the same, or the exercise of any other right power remedy or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies otherwise provided by law.

**1.24.2** The failure of either party at any time or times to require performance of any provision of this Agreement shall in no manner affect its right to enforce such provision at a later time. No waiver by either party of any condition nor the breach of any term, covenant, representation or warranty contained in this Agreement whether by conduct or otherwise in any one or more instances shall be deemed to be or construed as a waiver of the breach of any other term, representation or warranty in this Agreement.

**1.25 FORCE MAJEURE**

- 1.25.1** An event of force majeure shall mean an event which is entirely outside the direct or indirect control or influence of the Contractor and/or which is not directly or indirectly occasioned or contributed to by the act, omission, negligence or breach of contract by the Contractor.
- 1.25.2** A relevant event of force majeure shall be an event of force majeure which the Contractor has notified to SBM Ltd and which SBM Ltd accepts and notifies the Contractor that it is an event of force majeure (“SBM Ltd Notice”).
- 1.25.3** The Period shall mean the period beginning on the date of the SBM Ltd Notice and ending on the earlier of 3 months thereafter or the actual period of the event plus a reasonable period not exceeding two months for reinstatement and the resumption of the engagement of the Contractor.
- 1.25.4** Upon the happening of a relevant event of force majeure, which in the opinion of SBM Ltd acting reasonably, renders the obligations of the parties wholly incapable of performance, the parties shall be relieved of their obligations during the Period.
- 1.25.5** Upon the happening of a relevant event of force majeure, which in the opinion of SBM Ltd acting reasonably, renders the obligations of the parties incapable of performance, but only in part, the parties shall mutually agree the level of service to be provided and failing agreement after two days from the date of the SBM Ltd Notice, the decision of SBM Ltd shall be final. The revised level of the engagement shall be provided upon and subject to all the terms and conditions of this Agreement except where necessarily amended to take into account the effect of the relevant event of force majeure.
- 1.25.6** Where the engagement has been suspended under clause 1.25.4 for the Period or if the reduced level of the engagement has continued for the Period, at any time thereafter either party shall be entitled to terminate this Agreement by not less than three months’ prior written notice to the other to take effect on the expiry of the notice. Upon such termination, but without prejudice to any accrued rights of the parties, neither party shall have any further liability to the other.

## **1.26 ARBITRATION**

- 1.26.1** If any dispute or difference shall arise between the parties in connection with their respective rights, duties or liabilities under this Agreement, either party may require that the dispute or difference be referred to an independent arbitrator agreed for that purpose between the parties or, in default of such agreement appointed at the request of SBM Ltd by a judge of the Supreme Court of Mauritius sitting in Chambers and in accordance with the code of Civil Procedure as any amendments or re-enactment thereof for the time being in force. The decision of such arbitrator shall be final and binding on the parties.
- 1.26.2** Performance of this Agreement shall continue during arbitration proceedings unless SBM Ltd shall order the suspension of this Agreement in whole or in part.

## **1.27 INVALIDITY AND SEVERABILITY**

- 1.27.1** If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability

shall not affect the other provisions of this Agreement and all provisions not affected by the invalidity or unenforceability shall remain in full force and effect. The parties shall attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

**1.28 NOTICES**

**1.28.1 Any notice or other information required or authorised by this Agreement to be given by either party to the other shall be in writing and shall be given by hand or sent by recorded delivery.**

SBM Ltd:

Name:..... Name:.....

Position:..... Position:.....

Signature:..... Signature:.....

Date:..... Date:.....

Contractor:

Name:..... Name:.....

Position:..... Position:.....

Signature:..... Signature:.....

Date:..... Date:.....

**1.28.2 Service of any legal proceedings concerning or arising out of this Agreement shall be effected by causing the same to be delivered to the Company Secretary of each of the parties to be served at its registered office, or to such other address as may be notified by the party hereto concerned in writing from time to time.**

**1.28.3 MAURITIAN LAW**

This Agreement shall be governed by and construed in accordance with the laws of Mauritius.

**EXECUTED** as an agreement under hand by SBM Ltd and the Contractor.

SIGNED  
for and on behalf of SBM Ltd

Name:..... Name:.....

Position:..... Position:.....

Signature:..... Signature:.....

Date:..... Date:.....

SIGNED by [CONTRACTOR]  
for and on behalf of [ ]

Name:..... Name:.....

Position:..... Position:.....

Signature:..... Signature:.....

Date:..... Date:.....

# **SECTION 2**

## **AGREEMENT OPERATIONAL CRITERIA**

## **2.1 CONDITIONS OF AGREEMENT**

### **2.1.1 Preface**

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

The Plant and Equipment will be handed over to the Contractor in good condition. See Section 2 Clause 2.1.2.7.

The physical maintenance duties and tasks are to be carried out in accordance with the requirements of the Standard Maintenance Specification for Services in Buildings volumes 1 to 5 as published by the UK Heating and Ventilating Contractors' Association, BS7671 Requirements for Electrical Installations and any amendment(s) thereto, the lift and maintenance recommendations of Schindler, and any specified manufacturer's requirements.

The Contractor will be held responsible for ensuring that the Plant and Equipment is kept operating in a satisfactory manner, achieving standards which are reasonable in the context of the design and operational requirements of the Premises.

The very essence of the Agreement is one of operating as well as maintenance and the Contractor will be held responsible for ensuring that the Plant and Equipment is kept operating in a satisfactory manner, achieving standards which are reasonable in the context of the design and operational requirements of the Premises.

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

The Plant and Equipment within the SBM Premises are described in Section 4.

Information Technology systems are specifically excluded from this agreement. Audio-visual presentation equipment, TV Systems, CCTV and Electronic Security Access Systems are specifically excluded from this Agreement, although the power supplies and conduits/trunking systems to such equipment (electrical power) remain a part of the Agreement.

### **2.1.2 General Operation of the Agreement**

**2.1.2.1** At all times the Contractor shall ensure the Head of, Facilities Management or any other nominated person is fully aware of the current status of the plant items and distribution network providing the environmental service to all areas of their Premises and the expected "on-line" time for any out-of-service equipment.

**2.1.2.2** The Contractor has obtained a Quality Assurance certificate to ISO 9000 series, or is operating to a system that complies with the requirements of the ISO 9000 series. Throughout the terms of the Agreement copies of all documents covering quality audits shall also be submitted to SBM Bank (Mauritius) Ltd at the agreed meeting.

**2.1.2.3** The Contractor is pursuing BS EN ISO 14001:2015 or operating to an Environmental Policy that complies with the requirements of BS EN ISO 14001:2015.

- 2.1.2.4** It shall be the responsibility of the Contracts Manager to carry out the quality audits of the maintenance team and their operations on a monthly basis.
- 2.1.2.5** If the Contractor requires to carry out maintenance work involving the shutdown of all or part of the Plant and Equipment within the SBM premises, it must be done at times authorised by the Head of, Facilities Management or any other nominated person. No extra payment will be made for carrying out such works if these are to be dealt with outside of the normal working hours.
- 2.1.2.6** The Contractor will be allowed use of any permanently installed access equipment whilst performing his duties under this Agreement. However, any attendance required of the Specialist access equipment Contractor during these works shall be at the Contractor's expense. Any other equipment required for access is to be provided by the Contractor. The Contractor shall ensure that all access equipment provided by him receives adequate maintenance, as directed by the manufacturers, and is regularly tested in accordance with any regulations that may apply. Copies of certificates relating to all such tests shall be submitted to SBM Bank (Mauritius) Ltd.
- 2.1.2.7** The Agreement is based on all installed Plant and Equipment and services being functional within the parameters of the original design and usage. It is incumbent on the Contractor to inspect all plant and equipment within the first 30 days of the Contract to identify and bring to the attention of SBM Bank (Mauritius) Ltd any defects which would affect the performance of the plant and equipment. Defects identified after this period will be considered the responsibility of the Contractor.
- 2.1.2.8** The Contractor will ensure that all Plant and Equipment and the Premises are always left in a safe and clean condition and that the requirements of the Occupational Safety and Health (Amendment) Act 2022, Control of Substances Hazardous to Health (COSHH) Regulations and all other relevant statutory provisions are fully complied with. A copy of the Contractor's COSHH Register will be provided to SBM Bank (Mauritius) Ltd. Any updates of the register shall also be provided to SBM Bank (Mauritius) Ltd.
- 2.1.2.9** The Contractor will administer and run a permit to work system. SBM Bank (Mauritius) Ltd will be provided with a copy of the Contractor's safety policy statement and receive a commitment from them that the requirements of their policy and SBM Bank (Mauritius) Ltd's policy, Section 5.0, shall be complied with. SBM Bank (Mauritius) Ltd and the Contractor shall agree the content of the Contractor's statement if reasonable to do so. See also clauses 2.4.26 and 2.4.27.
- 2.1.2.10** The Contractor shall prepare and reinstate the Plant and Equipment, as may be required, to enable the SBM Bank (Mauritius) Ltd's Engineering Insurance Surveyors to carry out their inspections. The Contractor shall assume responsibility for planning and organising arrangements with the Surveyors which shall be integrated into the planned maintenance scheduling. The Contractor shall notify SBM Bank (Mauritius) Ltd of the inspections and dates thereof.
- 2.1.2.11** The Contractor shall provide technical and supervisory support for mobile staff. In arranging this aspect the Contractor shall recognise some plant operate on a 24 hour

basis and deemed critical to function and therefore SBM Bank (Mauritius) Ltd's requirement for a ONE HOUR response at any time in attending for a failure of central systems plant. All other equipment shall have a maximum response time of TWO HOURS. These responses shall also apply outside of normal working hours and to subcontractors. A central contact point for breakdown notification shall be provided, together with clear emergency action instructions for non-technical personnel to follow.

- 2.1.2.12** The Contractor shall be responsible for the development, amendment and improvement of the information in the Planned Maintenance System on a continuous basis. He will be required, from time to time, to prove to SBM Bank (Mauritius) Ltd that this agreement is being fulfilled. This includes completion and updating of the asset registers as necessary.
- 2.1.2.13** The Contractor is required to achieve a high level of water hygiene at the SBM Premises. A full set of records, which are deemed to be SBM Bank (Mauritius) Ltd property, shall be kept by the Contractor detailing the work carried out, the tests performed and the results obtained. The Contractor is to ensure at all times that the Water testing regime fully complies with references of Section 22, Part IV of the Occupational Safety and Health 2005.
- 2.1.2.14** The Contractor shall offer SBM Bank (Mauritius) Ltd or their appointed Consultant the opportunity to witness any cleaning and disinfection. Should the cleaning and disinfection carried out by the Contractor not rectify the problem, subsequent cleans and disinfection will be carried out by the Contractor at his own expense until the problem is resolved to the satisfaction of SBM Bank (Mauritius) Ltd or their appointed Consultant.
- 2.1.2.15** SBM Bank (Mauritius) Ltd shall agree with the Contractor all forms and records required for the purpose of recording and certification
- 2.1.2.16** The contractor is not to carry out any repair work or alterations (other than maintenance activities) unless directed by the SBM Bank (Mauritius) Ltd Head of, Facilities Management or any other nominated person and/or under the terms of Clause 2.4.13.1 Emergency Works of Immediate Necessity. The sole responsibility of the Team is the operation and maintenance of Plant and Equipment covered by this Agreement.
- 2.1.2.17** It is a requirement of this Agreement that the contractor utilises the services of certain specialist contractors to repair and maintain and repair various items of plant as designated by SBM Bank (Mauritius) Ltd

### **2.1.3 Manning**

The Contractor has to assess the manning levels necessary to achieve the requirements of the Agreement and these are to be recorded in the Contract Summary. Should SBM Bank (Mauritius) Ltd decide that the level of manpower is inadequate to fulfil the requirements of this Agreement upon consulting the contractor (such agreement not to be unreasonably

withheld) then the Contractor will increase the number of operatives to the level required by SBM Bank (Mauritius) Ltd at no extra charge to SBM Bank (Mauritius) Ltd. Should changes in operational requirements prove the level of manpower to be inadequate to fulfil the requirements of this agreement then the Contractor will adjust the number of operatives required with the agreement of SBM Bank (Mauritius) Ltd, such agreement not to be unreasonably withheld.

Prior to any personnel commencing operations at the Premises, personnel details shall be examined and assessed by SBM Bank (Mauritius) Ltd. All curriculum vitae shall be attached to this Agreement and shall form part of Section 6 Schedules 5 and 6. Failure to submit personnel details may render the Contractor's tender null and void. Approval will be given in writing following examination of the curriculum vitae and appropriate background checks. The aforementioned procedure shall apply to all contractors' and sub-contractors' personnel that will attend the Premises.

Due to the nature of the works it is inherent that usual high turnover of casual staff occurs during the operation of the Agreement. The Contractor shall ensure that this be kept to a minimum.

In the event of the Contractor wishing to change any of his contract engineers for whatever reason the Contractor shall give to SBM Bank (Mauritius) Ltd three month's advance warning in writing.

The Contractor shall give SBM Bank (Mauritius) Ltd three month's advance notice in writing should he intend to change the Contracts Manager. The Contracts Manager is the key person, and smooth operation of the Agreement is dependent on continuity of employment of this person. The Contractor shall therefore enter into a personal contract with the Contracts Manager in that he will remain on the contract for a minimum period of 12 months. The Contractor is to make available to SBM Bank (Mauritius) Ltd the Contract between the Contracts Manager and the Contractor.

#### **2.1.4 Absenteeism**

Absenteeism of contractor's personnel shall not be accepted. The fundamental requirement for the smooth operation of this Agreement is consistence, which can only be maintained by a reliable workforce. Staff not familiar with the Premises and the service objectives will contribute to an overall poor service.

For all holiday, sickness, or other absence, the Contractor shall at any time be able to provide suitably trained personnel, who shall be familiar with the sites, the site operations and the site procedures to provide cover for the period of absence, unless the express prior written permission of SBM Bank (Mauritius) Ltd has been provided.

For any absenteeism due to sickness, the Contractor shall submit to the Head of, Facilities Management written evidence from a recognised institution.

## 2.2 PLANT OPERATING AND DESIGN STANDARDS

### 2.2.1 All Plant and Equipment is to be operated and maintained to enable the following standards set up by the design to be met:-

#### 2.2.1.1 External Design Parameters

Summer mean maximum:	32°C dry bulb, 27°C wet bulb, 75% rh
Summer design temperature:	30°C dry bulb, 25.5°C wet bulb, 70% rh
Winter mean maximum:	17°C
Daily range:	7K
Altitude:	Sea level
Latitude:	20° South

#### 2.2.1.2 Internal Conditions

Offices, banking halls and boardrooms:	22°C ± 1.5K
Function rooms	22°C ± 1.5K
Cafeteria	24°C ± 1.5K
Computer Suite	22°C ± 1.5K
Toilets	Uncontrolled
Staircases	Uncontrolled

NOTE: Close humidity control not required unless specified

#### 2.2.1.3 Ventilation

Areas with conditioning 12l/s

Toilets	10 air changes per hour
Car Parks	10 air changes per hour

#### 2.2.1.4 Lighting Levels

General office areas Category 2	500 lux min at 0.75m above ffl, glare index 19, CIBSE LG3
Circulation areas	200 lux
Toilets	200 lux
Kitchens	500 lux
Plant rooms	200 lux
Car Park	50 lux

#### **2.2.1.5 Noise Levels**

Offices	NR35
Banking Halls	NR40

#### **2.2.2 These standards are to be maintained within the designated areas throughout the following times:-**

Core hours as detailed below and any extended hours of working agreed with SBM Bank (Mauritius) Ltd:

Monday - Friday	08:00 hrs –17:00 hrs
Saturday	08:00 hrs –13:00 hrs

There is a need to provide 24-hour cover for breakdowns.

### **2.3 FACILITIES PROVIDED BY THE EMPLOYER**

#### **2.3.1 Admittance to Site**

All Contractor's employees visiting and working at the Premises shall be issued with a security pass which will identify and allow them to access the areas as required for their day to day works. All other visiting Contractors and subcontractors including deliveries shall on arrival to the Premises notify the management or security staff and sign in the visitors register. They will obtain a visitors pass which must be displayed on their clothing. Whenever possible, the SBM Bank (Mauritius) Ltd Head of, Facilities Management or any other nominated person must be forewarned of any site visits.

#### **2.3.2 Provision of Telecommunications**

The Contractor is to ensure that the key personnel managing the contract are provided with suitable methods of communications. Communications shall be in the form of cellular telephones. The contractor is to ensure that all personnel respond to calls in a timely manner, paying particular attention to the minimum call-out response times detailed in this agreement. The contractor shall ensure that telephone numbers of the key personnel are submitted to the Head of, Facilities Management and updated on a monthly basis.

### **2.3.3 Provision of Fuel and Power**

Fuel and Power other than that used for environmental control and the facilities of the Premises is to be used only for the purpose of tasks and maintenance connected to the contract and building maintenance.

### **2.3.4 Limitations of use of the Premises**

The Premises shall be limited to the contractual duties of the Contractor.

### **2.3.5 Vehicles**

Motorised vehicle will only access and park at the Premises where available for the purpose of tasks and cleaning services connected to the contract and cleaning of the Premises. Vehicle parking is solely at the discretion of the Head of, Facilities Management or any other nominated person. All Contractors' drivers are required to exercise maximum care when at the SBM Premises particularly when entering or leaving the Premises. Contractors' vehicles must observe the speed limits internal routes and signs whilst on site, keep to designated routes and only park in areas allocated to them, in the defined parking spaces. The term "vehicle" includes cranes, dumpers, lorries and all mobile units. Vehicle parked at the Premises must be easily recognisable by displaying some form of identification.

In the event of an abnormal load due to arrive at the Premises, the Head of, Facilities Management or any other nominated person must be informed in writing so that appropriate arrangements may be made.

Vehicles are parked within the Premises at their owner's risk. SBM Bank (Mauritius) Ltd reserves the right to search any vehicle on the Premises at any time. Persons who are not willing to permit their vehicles to be searched may not bring them on to the Premises.

### **2.3.6 Evacuation Procedures**

The Contractor shall ensure that all his Employees/Sub-Contractors are aware of SBM Bank (Mauritius) Ltd Evacuation Procedures and the particular requirements of SBMTower before commencing any work. All the contractor's personnel should be aware of the fire regulations and should make themselves familiar with the fire fighting equipment available at the Premises.

### **2.3.7 Premises Log Book**

The Contractor including sub-contractors and all his Suppliers shall sign both “IN” and “OUT” in the SBM Tower Premises log book. The same log book must be signed, regardless of which area is to be accessed including external areas.

### **2.3.8 Power, Gas and Water Supplies**

The Contractor must not make any connections to, or in any way interrupt any electrical supply, steam, gas, compressed air, water or other piped supply without first gaining authority from the Head of, Facilities Management or any other nominated person.

### **2.3.9 Losses**

SBM Bank (Mauritius) Ltd cannot be held responsible for any losses of machinery, plant, personal possession or property belonging to the Contractor or his employees.

### **2.3.10 Smoking**

SBM Bank (Mauritius) Ltd operates a strict no smoking policy, Contractors and their employees will adhere strictly to the “No Smoking” signs. Anyone found smoking in any part of the Premises will be reported to his employer who may be requested to remove the offender from site.

### **2.3.11 Drugs and Intoxicating Liquor**

The Contractors or their employees including the sub-contractors and their operatives shall not consume or bring on to site any drug or intoxicating liquor. No person will be allowed to work on site who is under the influence of or smells drugs or intoxicating liquor and the Head of, Facilities Management or any other nominated person reserves the right to remove forthwith from site any person infringing this rule.

### **2.3.12 Use of Premises Catering Facilities**

The Contractor’s staff shall not be permitted to use the staff mess rooms for any purpose whatsoever.

### **2.3.13 Cameras, Radios and Televisions**

No camera, photography or video equipment, radio, tape recorder, CD player or television receiver will be allowed on site without the written permission of the Head of, Facilities Management or any other nominated person.

## **2.4 CONTRACTOR PERFORMANCE CRITERIA**

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

### **2.4.1 General**

The underlying purpose of SBM Bank (Mauritius) Ltd contracting out the operation and maintenance of the Plant and Equipment in the premises, is to ensure that:-

- That the Plant and Equipment are maintained in such a way that reliability in use is achieved together with optimum running costs and operating life;
- The installed Plant and Equipment operate in accordance with the specifications and prediction of the Designers and Installing Contractor;
- Plant and Equipment down time is minimised and interference with the business operations of SBM Bank (Mauritius) Ltd is minimised;
- The working environment for SBM Bank (Mauritius) Ltd employees is maintained to a very high standard of comfort and reliability.

Unreasonable breakdowns and repair work might be considered as inadequate Contractor performance. Similarly, continual replacements arising during the Agreement period, and recommended as necessary by the Contractor, might be viewed as evidence of poorly executed proactive planned preventative maintenance works.

The performance criteria set below represent reasonable working limits within which the Contractor 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 Contractor to fail to comply with some of the criteria defined as acceptable performance.

#### **2.4.2 Contract Administration**

The Contractor shall appoint a Contracts Manager with specific responsibilities for management and administration of the Agreement on behalf of SBM Bank (Mauritius) Ltd.

SBM Bank (Mauritius) Ltd will use the Contracts Manager as its primary reference point and will expect all Contractor's administration and engineering personnel to be instructed and directed by him.

In order that SBM Bank (Mauritius) Ltd has an alternative contact in the event of the Contracts Manager not being available, the Contractor shall ensure that the Contracts Manager shall be assisted by a named person who shall have a dedicated day to day knowledge of the performance of the Agreement.

#### **2.4.3 Contracts Manager's Responsibilities**

The Contracts Manager shall:

- i) attend all regular meetings with SBM Bank (Mauritius) Ltd to discuss and appraise the performance of the Agreement. SBM Bank (Mauritius) Ltd has the right to decide on the timing and location of the meetings at their sole discretion.

- ii) represent the Contractor in the conduct of the Works.
- iii) have direct responsibility for the maintenance and servicing of all Plant and Equipment and for ensuring that the Plant and Equipment is maintained economically efficiently and safely according to best engineering practice and to prolong its operating life.
- iv) have overall responsibility for the work of all operatives employed by the Contractor for the execution of the works and for ensuring maintenance staff are properly trained.
- v) be responsible for laying down the maintenance procedures to be followed in accordance with all operating and maintenance manuals, the minimum maintenance tasks specified by the HVCA Standard Maintenance Specification, manufacturers recommendations and any other recommendations that become necessary from time to time.
- vi) be responsible for providing the Contractor's operatives with all necessary resources, materials and information for the carrying out of their duties and for ensuring that safe working practices are followed.
- vii) in the event that there are staff resource problems either during or outside normal working hours, the Contracts Manager shall be responsible for rectifying the problem by utilising the resources to the full.
- viii) develop dynamic testing procedures in order to achieve a predictive maintenance technique with as much plant as possible.

#### **2.4.4 Core Operating Hours**

The Plant and Equipment shall be required to operate at all times, as defined in the Agreement or to any alterations to these operating hours as agreed to and directed by SBM Bank (Mauritius) Ltd. Subject to Plant and Equipment being out of service undergoing agreed and planned maintenance work, any Plant and Equipment down time will be logged and will be reported at the Periodic Meeting.

#### **2.4.5 Performance Monitoring**

To allow the Agreement to progress smoothly to the benefit of all parties the SBM Bank (Mauritius) Ltd Head of, Facilities Management or any other nominated person intends to hold a periodic meeting at least once weekly with the authorised representative of the Contractor, and the Contracts Manager. The purpose of the meetings is to review past performance, agree action plans, set targets and agree future work plans. These meetings are generally termed "Weekly Performance Monitoring Meeting" and will be called by the SBM Bank (Mauritius) Ltd Head of, Facilities Management or any other nominated person.

It should be noted that any breaches in performance would have to be investigated and reported at the Periodic Meetings with the SBM Bank (Mauritius) Ltd Head of, Facilities Management or any other nominated person and would require explanation and assurances that the failures are being acted upon so as to avoid any repetition.

SBM Bank (Mauritius) Ltd reserve the right to evaluate the condition of the Plant and Equipment using non-destructive testing techniques (i.e. vibration analysis, X-ray, infra-red, thermal imaging etc.) at any time during the contract.

#### **2.4.6 Underperformance Penalties**

In the event of underperformance leading to a significant backlog of planned preventative work, SBM Bank (Mauritius) Ltd reserve the right to reduce the monthly payment for planned preventative maintenance in proportion to the percentage of planned tasks not executed. In the event of any backlog not being redressed within a second month, SBM Bank (Mauritius) Ltd reserves the right to impose a penalty of 5% reduction in the monthly payment for planned preventative works. This is in addition to withholding payment for the tasks not completed. Reference should be made to the reporting requirements Section 2 Clause 2.4.5.

Any significant underperformance of the Plant and Equipment will be deemed to indicate underperformance of the Contractor. This penalty is additional to any penalty imposed for a backlog of planned preventative works.

#### **2.4.7 Specialist Sub-Contractors**

The Agreement will include Specialist Sub-Contractors which must be agreed and accepted by SBM Bank (Mauritius) Ltd. If the Contractor wishes to appoint further sub-contractors they should submit full details of the proposed companies describing clearly the tasks they intend to carry out, the relevant experience in carrying out the said activities, their manpower resources available, for formal approval by SBM Bank (Mauritius) Ltd prior to appointment of the sub-contractors.

The Contractor shall accept full responsibility for any sub-contractors whom he may appoint to carry out his obligations under this Agreement and shall ensure the sub-contractor fulfils the Contractor's obligations under this Agreement.

SBM Bank (Mauritius) Ltd will expect that any sub-contractor appointed by the Contractor for Maintenance and Servicing of critical equipment shall be the exclusive representative of the brand in Mauritius. All sub-contractors are to fully comply with SBM Bank (Mauritius) Ltd's requirements in respect of Health and Safety and general site requirements.

It is deemed the Contractor's responsibility to manage, provide attendance, and monitor the performance of all sub-contractors employed within the contract including any sub-contractor nominated by SBM Bank (Mauritius) Ltd.

A report on sub-contractors performance is to be made to the SBM Bank (Mauritius) Ltd Head of Facilities Management or any other nominated person at each weekly meeting. Any lack of performance by sub-contractors shall be deemed to be the responsibility of the Contractor. A function of the reporting to the SBM Bank (Mauritius) Ltd Head of, Facilities Management or any other nominated person is to identify any problems with sub-contractors at an early stage with a view to take appropriate actions before performance of the Plant and Equipment is compromised.

#### 2.4.8 Planned Maintenance System

The Contractor is responsible for the setting up of a Planned Maintenance System which incorporates the programmed maintenance of plant and equipment, in accordance with the specified Heating, Ventilating Contractor's Association (HVCA) Servicing Specifications (see Section 3), British Standard BS7671 Requirements for Electrical Installations and any amendment(s) thereto, manufacturer's recommendations, and associated operational requirements. These proposals are to be finalised by the Contractor in a formal document submitted to SBM Bank (Mauritius) Ltd within thirty days of the commencement of the Agreement, for their approval. It is the intent that the Contractor operates, maintains, enhances and fully utilises the system. The system will incorporate the following minimum elements:

- Asset Register
- Planned Preventative Maintenance Scheduler
- Call Logging (Help Desk)
- History
- Suppliers
- Break Down Reports
- Cost Modules
- Statistics
- User Defined Reports
- Job planner
- Site management

##### Options

- Invoice Control
- Stock control
- Purchase orders

The planned maintenance system shall be operated by fully trained personnel, with a deputy in the event of leave, absenteeism etc. The operator shall generally be the Help Desk Operator. The system shall be operated at all times during the core hours. The system shall also incorporate a help desk data entry function. The planned maintenance system software and data stored therein shall remain the property of SBM Bank (Mauritius) Ltd at the conclusion of the contract period. The hardware shall be provided by SBM Bank (Mauritius) Ltd upon receipt of system requirements from the contractor.

Should this Agreement be terminated prior to the end of the Contract Period, the Contractor shall ensure that all data is up to date and entered in the Planned Maintenance System.

The contractor shall, operate a help desk facility. The help desk shall represent the primary point of contact for SBM Bank (Mauritius) Ltd. The help desk operator shall be a dedicated individual. The help desk shall operate in accordance with the core hours.

The help desk operations represent a vital communication point which shall have a direct impact on the performance of this agreement. The help desk shall receive telephone communications from SBM Bank (Mauritius) Ltd in the form of system failure, breakdowns, capital works, intervention or general enquiries. All calls shall be logged and a work order generated where necessary. The reactions to the requests shall be in accordance with the requirements specified in clause 2.1.2.11 and 2.4.13. The system shall be fully auditable, the contractor shall submit statistics to the Head of, Facilities Management in monthly meetings to monitor reaction times.

#### **2.4.9 Reporting and Record Keeping Requirements**

The Contractor shall maintain and keep up to date the Planned Maintenance System and shall provide the SBM Bank (Mauritius) Ltd Head of Facilities Management or any other nominated person with such reports as are required.

The Contractor shall allow for regular meetings with the SBM Bank (Mauritius) Ltd Head of, Facilities Management or any other nominated person.

- Weekly meetings which are to be attended by the Contracts Manager.
- Monthly meetings with the Contracts Manager and SBM Bank (Mauritius) Ltd representatives.

The Contractor shall prepare a report for each Meeting addressing the issues defined by the Contracts Manager and requiring a formal report. The form of the reports including assessment of performance is to be agreed with SBM Bank (Mauritius) Ltd.

The report shall include, but not be limited to, the following topics:

- Any concern relating to plant operation
- Unplanned stoppages of essential plant/services and associated causes
- Power Outages and associated causes
- Manpower deficiencies
- Personnel issues
- Health and Safety issues
- Quality audit
- Planned work
- Planned work completed
- Planned work not completed
- Revised date for planned work not completed
- Help desk calls
- Response times
- Diversionary works undertaken
- Future work planned
- Work additional to Agreement (that Contractor considers necessary to maintain Plant and Equipment in fully serviceable condition)
- Emergency call outs
- Performance criteria issues
- Occupants issues
- Sub-contractor performance

- Planned maintenance database
- Environmental issues
- Energy targets/usage and energy audit
- Spares required
- Systems temperature logs
- Graphical representation of performance statistics
- Financial status
- Photographic details

#### **2.4.10 Repairs and Replacement**

Records are to be kept as part of the Contractor's responsibilities in identifying details of repairs and replacements undertaken. Excessive repair and replacement works will indicate that the Plant and Equipment are not being maintained in a fully operational and maintainable condition.

#### **2.4.11 Major Breakdown Incidents**

The Plant and Equipment shall be maintained so as to avoid any major breakdown. The reporting arrangements shall adequately account for underlying reasons giving rise to any such breakdowns.

If there are any repair or replacements due to accidental damage by third parties or by acts of vandalism then the Contractor shall immediately notify SBM Bank (Mauritius) Ltd in writing such work as found to be necessary in order that SBM Bank (Mauritius) Ltd may collect such evidence as may be necessary to determine the cause of such repair or replacement. Any such work will be paid for by SBM Bank (Mauritius) Ltd.

#### **2.4.12 Removal of Materials and Disposals**

In the event of repairs or replacement of redundant equipment being carried out under this Agreement the Contractor shall arrange for the removal of any parts or materials from Premises and leave in a tidy condition. All such parts and materials shall remain the property of SBM Bank (Mauritius) Ltd.

All materials being removed for disposal shall be disposed of fully in accordance with the waste disposal regulations and local authority requirements, and SBM Bank (Mauritius) Ltd should be informed prior to any such operation.

All rubbish, debris and equipment shall be removed from site and all areas left in a clean and tidy state upon completion of works.

There shall be no burning of waste materials unless written authority for controlled burning is obtained from SBM Bank (Mauritius) Ltd, and carried out in accordance with their instructions and the requirements of the local Authorities.

#### **2.4.13 Emergency Call-Outs**

Emergency call-outs are defined as unexpected work which may arise from time to time which will require immediate attention. The Contractor is required to identify such work and to respond in a cost-effective manner to restore the Plant and Equipment to safe working order.

#### **2.4.13.1 Emergency Work of Immediate Necessity**

In the event that the Contractor or his servants or agents consider the emergency work is necessary and that such work should be carried out immediately he may carry out such work without the authority of SBM Bank (Mauritius) Ltd provided that the Day Work Charges (when agreed by SBM Bank (Mauritius) Ltd to be an additional fee) as defined shall never exceed the Emergency Work maximum specified in Section 6. In the event that such work is considered necessary the Contractor will use his best endeavours to advise SBM Bank (Mauritius) Ltd as soon as possible of the emergency and the work he proposes to carry out.

#### **2.4.13.2 Emergency Work Requested by SBM Bank (Mauritius) Ltd**

The Contractor will respond to a request by SBM Bank (Mauritius) Ltd at any time for emergency maintenance to the Plant and Equipment specified in this Agreement. The Contractor shall use his best endeavours to rectify any defect in the operation of the Plant and Equipment as soon as possible, work being carried out during working hours or outside working hours where necessary. SBM will classify the priority of the request.

#### **2.4.13.3 Emergency Call-Out Response**

The Contractor shall recognise the SBM Bank (Mauritius) Ltd's requirement for a maximum ONE HOUR response at any one time in attending for a failure of critical systems or plant. These are defined as any items which have a detrimental effect to the operation of the affected unit. All other equipment shall have a maximum response time of TWO HOURS. These responses shall also apply outside of normal working hours and to all sub-contractors. In the event of the Contractor failing to respond within the aforementioned time period SBM Bank (Mauritius) Ltd shall be fully entitled to employ another organisation to undertake all necessary remedial work with the Contractor being responsible for all reasonable costs. The definition of the response time shall be the time the call was logged to the help desk operator to the time the suitably qualified engineer arrives at the service unit.

#### **2.4.14 Minimum Maintenance Tasks**

The servicing tasks to be carried out are to be no less than the HVCA Standard Specifications, BS7671 and any amendment(s) thereto and in accordance with the requirements laid down by the manufacturers which will, in some cases exceed the minimum requirements of the specification

The maintenance tasks are to be applied in conjunction with the instructions contained in the Operating and Maintenance Instruction Manual and/or manufacturers' requirements.

#### **2.4.15 Planned Work Backlog**

The prime activity of the Maintenance Engineers is to ensure that the planned maintenance works are undertaken according to the programme agreed with the SBM Bank (Mauritius) Ltd Head of, Facilities Management or any other nominated person. The Contractor will be expected to comply with the programme and ensure that sufficient resources are injected so that no significant work backlog builds up. This issue will be reported at the Periodic Meetings between Contractor and SBM Bank (Mauritius) Ltd Head of, Facilities Management or any other nominated person. The Planned Work Backlog is not to exceed 10% of the monthly programme unless there are specific circumstances agreed by SBM Bank (Mauritius) Ltd and the Contractor causing a greater backlog than this (such agreement not to be unreasonably withheld).

#### **2.4.16 Statutory Inspections**

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

The Contractor shall prepare and reinstate the Plant and Equipment as may be required, to enable the SBM Bank (Mauritius) Ltd's surveyors to carry out their inspections.

The Contractor shall assume responsibility for planning and organising arrangements with SBM Bank (Mauritius) Ltd's surveyors which shall be integrated into the planned maintenance scheduling,

#### **2.4.17 Spurious Alarms/Breakdowns**

If spurious alarms are experienced these are to be logged and form part of the agenda of the Meetings between the Contractor and SBM Bank (Mauritius) Ltd. If spurious alarms continue these will be considered as failure in performance of the Contractor. Reasons for the failure will be assessed and recommendations made for rectification.

#### **2.4.18 Energy Targeting**

The Contractor will be required to maintain an energy monitoring and targeting system so as to allow all energy costs to be adequately controlled.

At the commencement of the Contract, the Contractor shall produce for Agreement with SBM Bank (Mauritius) Ltd a method statement of how they intend to operate the system.

#### **2.4.19 Consumables and Spares**

##### **2.4.19.1 Consumables**

The Contractor will provide within the terms of the Agreement the consumable items for all appropriate equipment contained within Schedules and referred to in the Agreement. The Contractor shall be responsible for all the associated costs within the Maintenance Contract.

##### **2.4.19.2 Strategic Spares**

Strategic Spares are defined as spares necessary to prevent any plant item essential for the continued business operations of SBM Bank (Mauritius) Ltd being out of use for in excess of 2 hours.

The Contractor shall provide a list of Strategic Spares considered necessary for the Plant and Equipment in order that this may be discussed with SBM Bank (Mauritius) Ltd.

The Contractor is to ensure that the stock of spares is maintained at all times. Failure to maintain stocks of such spares would be considered a failure to meet the Agreement performance criteria.

#### **2.4.20 Plant & Equipment Registers**

The equipment register contained in section 4.0 represents the basic asset register of the plant and equipment installed at the SBM Premises. The Contractor shall provide to SBM Bank (Mauritius) Ltd within 30 days of the commencement of the Agreement an updated and complete version of the Plant and Equipment register excluding IT equipment, fitting and accessories. The register is to be kept as a part of the PPM system, with an up-to-date hard copy available for rapid reference. The register shall be updated by the Contractor as required to ensure that it is an accurate record of Plant and Equipment at any time. The Contractor shall utilise the referencing system already in place.

#### **2.4.21 Future Replacement of Plant and Equipment**

On the establishment of this Agreement, the Contractor shall assist SBM Bank (Mauritius) Ltd with a forecast of the year costs not included in this Agreement which SBM Bank (Mauritius) Ltd is likely to incur in connection with the continued use of Plant and Equipment and/or is likely to require replacement during the forthcoming ten years.

#### **2.4.22 Record Drawings and Operation and Maintenance Manuals**

The Contractor shall be responsible for updating the existing drawings as necessary, for the Mechanical, Public Health and Electrical Services where available. A review of the Operation and Maintenance Manuals shall also be carried out, updating the information as necessary where available.

All copies of data, drawings and operation and maintenance manuals shall be returned to SBM Bank (Mauritius) Ltd at the end of the Agreement. No copies, extracts or copy drawings shall be made or provided to any third party throughout the duration of the Agreement without the prior written permission of SBM Bank (Mauritius) Ltd, and any so issued shall be accounted for and returned. Any sensitive plans or drawings or documents must remain on the Premises where arrangements will be made for them to be viewed, and worked on if necessary, under controlled supervision.

#### **2.4.23 SBM Bank (Mauritius) Ltd Monitoring**

SBM Bank (Mauritius) Ltd may employ specialist advisors to monitor the various systems to provide an assessment of system performance independent of tests being carried out by the Contractor under this Agreement. Details of these noted below:

(i) Engineering Insurance

A specialist engineering surveyor will be appointed by SBM Bank (Mauritius) Ltd to inspect plant on regular basis to establish faults, deterioration of materials, inadequacies of the systems and any other defects for purposes of insuring the Premises.

(ii) Legionella Monitoring

A specialist consultant is appointed by SBM Bank (Mauritius) Ltd to provide an independent audit of water hygiene at the different areas of the Premises and this includes analysis of water samples for Legionella.

Any positive readings will be notified to the Contractor for corrective action immediately they become known.

The specialist visits will be as follows:

Cooling Towers: Inspection of Towers completed on a monthly basis.

Water Storage/Distribution: Inspection of systems completed on a six-monthly basis.

**Note:** The independent audit does not preclude the Contractor from carrying out his own tests to satisfy himself that he is achieving satisfactory standards.

(iii) Other Specialists

From time to time SBM Bank (Mauritius) Ltd appoints specialist consultants concerning any aspect of the system design, performance or condition including Risk Assessment for Health & Safety issues.

(iv) Contractor Audit

An independent Consultant may be appointed to act on behalf of SBM Bank (Mauritius) Ltd in the auditing of the Contractor's performance. The Contractor is to provide access to all records and any other assistance necessary to allow the auditor to undertake his duties, which will include a random audit to monitor the level of service provided by the Contractor.

#### **2.4.24 Inspection Requirements**

All plant rooms and areas of high risk are to be visually inspected on a daily basis. Essential plant and equipment serving the computer rooms and dealing areas are treated as a high priority. Visual checks are to confirm that the plant and equipment is operating correctly and in the correct mode. The person making the inspection is to be alert for any unusual odours, noises or other indication that the plant is running abnormally.

#### **2.4.25 Responsibilities of Contractors**

- a) On a day to day basis, to monitor the Plant & Equipment and ensure the Plant & Equipment are operating and performing satisfactorily and to be proactive in detecting , identifying, reporting and rectifying any problems that become evident.
- b) After completion of maintenance activities, whether it be part of the planned work or not, ensure the Plant & Equipment are operating fully and successfully and will maintain environmental conditions within the Premises when the Plant & Equipment are put into use.
- c) Where necessary switch Plant and Equipment systems or part of Plant and Equipment systems ON/OFF to suit the requirements of seasonal fluctuations.
- d) Carry out the diversionary works as identified in Clause 2.5.8.
- e) The Premises is fully occupied and in use throughout and, therefore, the works are to be executed in such a manner that a minimum of interference to the unit's operation is caused.
- f) Noisy operations such as cutting holes and openings, percussion or the drilling of a noisy or vibrating nature will be prohibited during normal working hours.
- g) The Contractor shall be responsible for reading and recording all water, gas and electrical meters once per month.
- h) Ensure at all times that sufficient resources adequately trained and qualified, are available on site to undertake the requirements of this Agreement.

#### **2.4.26 Premises Log (Contractors)**

The Contractor will provide designated facility Logs, which will be retained at the Premises in a safe and convenient location. These Logs should include a minimum of:-

- a) The Contractor's Health and Safety administration structure which clearly defines the persons responsible.
- b) A Task Planning Chart shall be located at the Premises. This will indicate the tasks to be carried out and the planned date for Specialist Contractor's attendance at the Premises.
- c) A Register of Attendance at the Premises of all Contractors and Sub-Contractors personnel showing arrival and departure times.
- d) Register of work done and noting of task or tasks completed, with an appropriate report of scheduled work requiring completion. The register should be logged and shared with SBM Bank (Mauritius) Ltd on a daily basis.
- e) The Contractor shall report within the Log any problems found during the maintenance and operation tasks and ensure that in such circumstances SBM Bank (Mauritius) Ltd is notified, in writing, of the extent of the problem, the need to replace or repair any items or components covered by this Agreement and making recommendations for action to be taken on items or components outside the scope of this contract. In the case of an emergency the Contractor will take all reasonable steps that in his opinion are necessary and advise SBM Bank (Mauritius)

Ltd of the circumstances at the soonest possible opportunity always leaving the Plant and Equipment in a safe condition with appropriate notices.

- f) The Contractor will ensure that all work sheets carry an instruction to their operative that the Premises Log must be completed in a clear and understandable manner.
- g) The Contractor shall make full use of the planned maintenance system in recording the above information.

#### **2.4.27 Permit to Work and Hot Work Permit**

SBM Bank (Mauritius) Ltd will require the Contractor to operate a Permit to Work and Hot Work permit system, whereby all works undertaken by the Contractor are rigidly controlled to ensure that safe working conditions are maintained throughout the job. The Contractor and all sub-contractors must comply with this system. Particular attention is drawn to the following items:

- The use of toxic/hazardous substances or materials;
- The use of high electrical voltages;
- Major work on any electrical power distribution system;
- The use of portable liquid gas equipment;
- Work in confined spaces (with particular reference to dangerous fumes and lack of oxygen);
- The use of welding torches, electric arc welding equipment or hot bitumen;
- Brazing;
- Burning and the use of naked flames;
- The use of explosives;
- Cartridge type nail guns;
- Working with moving machinery;
- Work involving the removal of guards from plant and machinery;
- Working with or removing asbestos or other deleterious materials/substances;
- Working at heights;
- Working in confined spaces;
- Any other works as agreed between the Contractor and SBM Bank (Mauritius) Ltd e.g. disconnecting/reconnecting pipes, pipe fittings, or components in electrical, water, air or other systems.

Permits are not limited to the above, and are required for all works executed within the Premises on Plant and Equipment which are the responsibility of SBM Bank (Mauritius) Ltd. This shall include provision of attendance as necessary.

#### **2.4.28 Access To Restricted Areas**

Access to restricted areas for work being undertaken by the Contractor or subcontractors will only be permitted unless confirmed in writing by SBM Bank (Mauritius) Ltd e.g. Vaults, locked risers, information technology/communications areas or sensitive/secure areas as defined by SBM Bank (Mauritius) Ltd.

#### **2.4.29 Consumables Required**

The Contractor will provide the following consumable items for all appropriate equipment contained within the schedules and referred to in the Agreement. Consumables shall be replaced in compliance with the manufacturers' recommendations.

- Drive belts
- Filter (strainers) inclusive of gaskets
- Filters (refrigeration plant and oil)
- Drinking water filters on every floor yearly basis.
- Manometer fluid, pipe work and connectors
- Fuses - cartridge, HRC, and wire for Mechanical Services plant and related equipment
- Battery distilled water/electrolyte
- Battery terminal protective coating
- Indicator lamps
- All water treatments chemicals
- Top up refrigerants
- Valve packing and seals
- 3 and 2 port valve gland seals
- Pipe work gaskets
- Ball valve and tap washers
- All cleaning materials/chemicals/oils/lubrication/rags
- Dosing Chemicals - Heating/Cooling Systems
- Treatment Chemicals - CWS, HWS Systems

#### **2.4.30 End of Contract Retention**

At the end of the contract the last monthly payment for the maintenance and operations for the SBM Premises will be retained by SBM Bank (Mauritius) Ltd. Within the last 60 days of the contract period, a joint inspection of the SBM Premises shall be undertaken by SBM Bank

(Mauritius) Ltd and the Contractor to verify that Plant and Equipment and all systems are operating correctly. Subject to such verification being agreed by both parties, retention money will be withheld for a period not to exceed 60 days. Within this retention period, should the incoming maintenance and operating contractor identify aspects of the system which require rectification that are the responsibility of the Contractor, and should this be agreed by SBM Bank (Mauritius) Ltd, the costs of any such remedial work shall be deducted from the retention monies.

## **2.5 OPERATIONS**

### **2.5.1 Mechanical Systems**

#### **2.5.1.1 Core Operating Hours**

The Plant and Equipment shall be required to operate during the core operating hours as defined in Section 6, together with any extensions to the operating hours as agreed to and directed by the SBM Bank (Mauritius) Ltd Head of, Facilities Management or any other nominated person. Subject to Plant and Equipment being out of service undergoing agreed and planned maintenance work, any Plant and Equipment down time will be logged and will be reported at the Periodic Meeting.

#### **2.5.1.2 Internal Conditions**

Subject to the design parameters, the internal temperatures to be maintained during core operating hours are as specified by the SBM Bank (Mauritius) Ltd Head of, Facilities Management or any other nominated person, and in the absence of any specific instructions the requirements laid down above under Section 2 Clause 2.2 shall apply.

Similarly, hot water storage and supply criteria, and coldwater storage and supply criteria are as specified.

Additionally, all Plant and Equipment is to be operated and monitored in accordance with the design noise level criteria.

### **2.5.2 Electrical Systems**

#### **2.5.2.1 Power**

All mains, sub mains and small power distribution systems are to be maintained and tested in accordance with the HVCA Standard Specification, IEE requirements, and the Electricity at Work regulations. RCD Test to be carried out monthly basis for mechanical tripping & test sheet with record to be filled quarterly. Earth test to be carried out bi-annually.

MV Maintenance to be carried out annually on the MV Switchgear Client Side and 2 dry transformers.

#### **2.5.2.2 Lighting**

All lighting systems (internal and external systems) in the SBM Premises are to have lamps replaced immediately on lamp failure. Besides, a cyclical maintenance programme for lighting

has to be established for the premises. A programme for annual lamp and luminaire cleaning should be instigated as a part of this contract.

The contractor is to carry out minimum weekly night inspections and any defects noted on the external lighting systems and the signage boards, shall be attended on the next working day. Weekly reports for the night inspections have to be submitted as part of this contract.

### **2.5.2.3 Emergency Lighting**

The emergency lighting systems shall be tested monthly and maintained in accordance with the Agreement requirements. Failure of a test will be considered a performance failure, and reported at the Periodic Meeting.

### **2.5.3 Lifts and Escalators**

The eight lifts and two escalators shall all be maintained and tested in accordance with the manufacturer's and installer's instructions and further tested to the requirements of SBM Bank (Mauritius) Ltd's insurance inspectors.

The Contractor shall ensure that at least one member of the technical staff possess proven experience, knowledge and troubleshooting skills of lifts and escalators for a first line intervention. Additionally, to ensure that all the contractor's staff can intervene in case a lift breakdown or users being trapped, relevant training will be provided by the equipment official representative to the personnel of the contractor

### **2.5.4 Standby Generators**

The Contractor shall be fully responsible for the operation, monitoring, preventive maintenance, and corrective maintenance of the three standby generator sets, as listed in the Asset Register in Section 4.0, including associated systems such as Automatic Transfer Switch (ATS), control panels, oil replacement, fuel systems, batteries, air filter, topping up of coolant, and exhaust systems.

The Contractor shall, within 10 working days of the start of the contract:

- Enter into a formal maintenance/service agreement with the generator's OEM or authorized representative.
- Submit proof of authorization, certification, and valid service contract to the Client.
- Ensure OEM participation in major preventive maintenance, load bank testing, fault diagnostics, and overhauls.

In the event of faults/defective operations of the generators, the Contractor shall carry out the first line of intervention immediately. Should the intervention of the generator's OEM or authorized representative be required, the response time should not exceed 2 hours from the time of notification.

### **2.5.5 Fire Protection**

#### **Sprinkler System, Dry Risers and Hose Reels**

The fire protection systems shall be maintained and tested in accordance with the Agreement requirements. Failure of a test will be considered a performance failure, and reported at the Periodic Meeting.

### **2.5.6 Water Filtration System**

The Contractor shall be responsible for the inspection, maintenance, servicing, and replacement of all water filtration systems within the building, including but not limited to:

- Central/building water filtration systems and
- Under-sink or point-of-use water filtration units installed on each level at SBM Tower

The Contractor shall carry out scheduled preventive maintenance in accordance with manufacturer recommendations and industry best practices, inspect all filtration units on a monthly basis ensuring systems operate efficiently, maintaining adequate water pressure, flow rate, and quality, etc. The Contractor shall keep all systems clean, hygienic, in safe working condition paying particular attention to the taste and odour of the potable water.

The Contractor shall supply and replace all filter cartridges, membranes, and associated consumables every 6 months in the case of carbon filters or earlier if performance deterioration is observed. The Contractor shall ensure replacement components are genuine or approved equivalents compatible with the installed systems and in line with World Health Organisation recommendations/guidelines for potable water. The carbon filters should be of food grade and HPA3 materials. Records of replacement dates and next due dates for each unit are to be adequately maintained.

### **2.5.7 Tea Dispensers**

The Contractor shall be responsible for the general inspection and first line intervention, in case of faults/breakdown, of the Tea Dispensers as specified in the Asset Register. The Contractor shall ensure that at least half of the contractor's personnel posted on site can intervene in case breakdown; relevant training will be provided by the equipment official representative to the personnel of the contractor.

### **2.5.8 Motorised openings**

The Contractor shall ensure that all motorised openings are duly maintained on a quarterly basis. Any fault/breakdown to a motorised opening is to be considered as a critical call-out.

### **2.5.9 Periodic Tests**

#### **2.5.9.1 Water Treatment**

Full Water Test, inclusive of microbiological and water hardness tests, are to be carried out by an accredited specialist at least twice yearly and as and when deemed necessary by SBM Bank

(Mauritius) Ltd. The reports are to be submitted to the Head of Facilities Management or any designated representative. The water sample to be collected from 4 distinct different floors as agreed with the Head of Facilities Management bi-annually.

Control of Legionellosis (including Legionnaires Disease) is to be carried out strictly in accordance with the latest statutory requirements. Records and Certificates of all Water Treatment must be scrupulously maintained and held AVAILABLE FOR IMMEDIATE inspection.

#### **2.5.9.2 Fire Alarm Tests**

Fire Alarm systems shall be maintained and tested in accordance with the Agreement requirements at least once monthly.

#### **2.5.9.3 Sprinklers**

Sprinkler alarms - Contractor is responsible for testing once a quarter.

#### **2.5.9.4 Public Address System**

Contractor is to undertake once monthly tests, and to update the records accordingly.

### **2.5.10 Emergency procedures**

#### **2.5.10.1 Fire Strategy**

The recommendations contained in BS 9999

### **2.5.11 Training**

Training shall be provided by the Specialist Contractors and equipment manufacturers, to ensure that the Contractor is familiar with the operation of Plant and Equipment, and aware of any special maintenance requirements. The contractor shall be responsible for all costs for such training and these costs are included within the Agreement Fees.

It is essential that all contractors' personnel are fully trained in all SBM Bank (Mauritius) Ltd emergency procedures and health and safety requirements that will operate at the Premises.

It is essential that all Contractor's site personnel are conversant with the operation of all systems at the SBM Premises, in order to be able to respond appropriately to alarms, defects etc. To enable this, the Contractor will organise appropriate training for any items which are unfamiliar to their staff or sub-contractors.

### **2.5.12 Diversionary Works**

In addition to the operation and maintenance of the engineering services, the Contractor will from time to time be required to carry out various diversionary works as part of this Agreement. These works relate to the operation of the units where items are moved in and out, or layouts modified. The works may include, but not be limited to:

- Furniture movement,
- Manual intervention for lifting and shifting of movable items,
- Labour for the replacement of locks, handles, door closers, door stoppers, etc in furniture and fittings; fittings may costed and charged separately or fittings shall be provided by SBM.
- Assist in set up during events held within the premises
- Other minor ad-hoc works

Diversiory works are to be defined and instructed by the SBM Bank (Mauritius) Ltd Head of Facilities Management or any other nominated person.

#### **2.5.13 Maintenance Works within Tenant's Areas**

Any systems installed by Tenants which are independent of the SBM Bank (Mauritius) Ltd systems will **NOT** be maintained under this Agreement.

#### **2.5.14 General Cleanliness**

The general tidiness of areas where the Contractor is working shall be the Contractor's responsibility. It is the Contractor's responsibility to ensure that plant rooms and associated areas such as corridors are kept clean. All Contractor's materials must be safely stored and stacked at all times. All roads, fire exits, fire fighting appliances, gangways, aisles, staircases, corridors, floors, doorways and other areas used by the Contractor's employees or SBM Bank (Mauritius) Ltd's staff shall be kept unobstructed and free from trip hazards. Any spillage shall be removed immediately, and the floor left completely dry and slip free.

The Contractor shall implement a clean up programme at the end of each working day, scrap or surplus materials must be removed daily.

#### **2.5.15 Protection of Finishes**

It is the Contractor's responsibility to ensure that any wall, floor or ceiling finishes shall be adequately protected from damage by any works undertaken by or on behalf of the Contractor.

Work areas shall be supplied with suitable and sufficient means of separation and barriers and appropriate warning and/or notification signage.

#### **2.5.16 Working on Roofs**

Any work carried out on roofs must be in accordance with relevant health and safety guidance, and protection to persons below must be provided. The roof fabric itself must be adequately protected from damage by any works undertaken by or on behalf of the Contractor.

#### **2.5.17 Working At Heights**

All measures must be taken to ensure that access to heights using ladders, scaffolding, boom lifts, etc. is undertaken safely, and all access equipment thoroughly checked, and certified wherever necessary, prior to use.

Where overhead working is carried out, full regard must be given to the safety of the access to the working area and of the working area itself. All necessary safeguards shall be maintained to protect those working or passing beneath the work area and if necessary, the area below should be cleared and access prevented to it by substantial barriers including appropriate warning signs.

Hard Hats must be used at all times where there is any risk of head injury. This applies to the Contractor's operatives and any SBM Bank (Mauritius) Ltd's employee that continues to work in the area. It shall be the responsibility of the contractor to ensure that hard hats are worn.

No makeshift objects, shelving, racking, chairs or other structure not designed for access purposes may be used.

#### **2.5.18 Excavations**

Before any excavation work is undertaken, the Contractor must obtain authorisation from SBM Bank (Mauritius) Ltd. All precautions to prevent damage to underground services likely to be affected by the works must be taken.

All excavations must comply with the statutory requirements for shoring up excavations. Appropriate barriers and signage must be erected prior to excavation commencing. Any external excavations must have appropriate lighting provided from 1 hour before sunset to one hour after sunrise.

The work must be supervised by a competent person at all times. Precautions to prevent the spread of dust and debris during the excavation must be taken. The site must be kept in a clean and orderly manner at all times.

#### **2.5.19 Demolitions**

Before any demolitions work is undertaken, the Contractor must obtain authorisation from SBM Bank (Mauritius) Ltd. All precautions to prevent damage to services or property likely to be affected by the works must be taken.

All demolitions must comply with the statutory requirements for protection of demolition sites. Appropriate barriers and signage must be erected prior to demolition commencing. Any external demolitions must have appropriate lighting provided from 1 hour before sunset to one hour after sunrise.

The work must be supervised by a competent person at all times. Precautions to prevent the spread of dust and debris during the demolition must be taken. The site must be kept in a clean and orderly manner at all times.

No overhead works shall be undertaken until effective measures to protect all personnel have been taken. No works shall be undertaken in the vicinity of overhead electrical conductors without the written authorisation of SBM Bank (Mauritius) Ltd.

#### **2.5.20 Works within Accessible Areas**

If it is necessary to undertake any works to accessible areas during any operating hours, the permission of the SBM Bank (Mauritius) Ltd Head of, Facilities Management or any other nominated person must be gained in writing prior to the commencement of these works. The works areas must be cordoned off, with clearly visible signage, and all necessary precautions taken to ensure the safety of the public and SBM Bank (Mauritius) Ltd's employees is maintained at all times.

#### **2.5.21 Damage to SBM Bank (Mauritius) Ltd Property**

The Contractor and his employees will make the Head of Facilities Management or nominated person aware of any damage to SBM Bank (Mauritius) Ltd property whether it be accidental damage incurred by the Contractor during works or damage incurred by others. Any damage caused by the contractor shall have to be made good at its own cost in a timely manner; time frame may be agreed with the Head of, Facilities Management or any other nominated person.

#### **2.5.22 SBM Bank (Mauritius) Ltd Call Out Procedures**

In the event of an emergency affecting the building, contact either during normal working hours or out of hours may be made with certain designated senior SBM Bank (Mauritius) Ltd personnel. The contact numbers will be provided to the Contracts Manager. Requests for copies of the numbers from any other personnel will be referred to the Contracts Manager.

If a major problem occurs at any time of day or night that affects any of the services that SBM Bank (Mauritius) Ltd provides to computer suites, and puts the computer suites at risk, such as generator failure or UPS failure, then the appropriate managers must be contacted immediately. Emergencies or incidents regarded as serious in nature are as follows:

- Fire Alarm
- UPS Alarm
- Generator Running
- Power failure
- Air conditioning failure
- Air conditioning alarm
- Flood or major leak
- Gas leak
- Terrorist Threat
- Medical Emergency

#### **2.5.23 Appearance of Personnel**

In order to maintain a professional appearance, allow rapid identification of the maintenance team, and give the building occupants some reassurance, all the Contractor's site employees

must be smart and clean in appearance. They shall wear an appropriate uniform, which must bear the Contractor's logo.

This uniform and its colour scheme must be approved by SBM Bank (Mauritius) Ltd in writing, and shall consist of the following:

- Boiler suits for dirty (plant room) areas;
- White short sleeve shirt, navy blue trousers for clean (office) areas;
- Black shoes;

The uniform shall be worn by the Contractor's employees at all times whilst on site. Failure to wear the approved uniform will lead to a refusal of access to the site by SBM Bank (Mauritius) Ltd. The uniform is not a substitute for any personal protective equipment.

It is the Contractor's responsibility to ensure that each site employee has a spare set of clean clothes at all times. Laundering shall be the Contractor's responsibility.

Employee's hair should be kept neat and tidy whilst at the Premises.

Facial jewellery shall not be worn by any of the Contractor's staff whilst at the Premises.

**SECTION 3**

**STANDARDS  
OF  
PERFORMANCE  
AND  
SPECIFICATIONS**

### **3.1 RESOURCES, STAFF & JOB DESCRIPTIONS**

The Contractor has established the resources required for performing this Agreement. The Contractor shall at all times provide sufficient resources to ensure that the service objective is achieved and adequate cover for emergency situation. The Contractor is to ensure that the absolute minimum manpower requirement is maintained at any time at the Premises. Clause 2.1.4 details holiday, sickness and absenteeism cover requirement. In describing the manning of the project the Contractor may use the following titles and job descriptions, where appropriate, to describe employed staff:

#### **3.1.1 Contracts Manager**

The Contracts Manager shall be based in the Contractor's Head Office.

##### **3.1.1.1 Reporting Requirements**

The Contracts Manager shall attend a minimum requirement of weekly meetings with the SBM Bank (Mauritius) Ltd Team Leader, Facilities Management to discuss and appraise the performance of the Contract. The SBM Bank (Mauritius) Ltd Team Leader, Facilities Management will have the right to decide on the timing and location of the meetings at his sole discretion.

##### **3.1.1.2 Responsibilities**

The Contracts Manager will represent the Contractor in the conduct of the works.

He shall have direct responsibility for the maintenance of all Plant and Equipment covered by the Agreement and for ensuring that the Plant and Equipment is maintained economically, efficiently and safely according to good engineering practice and to prolong the life of the Plant and Equipment

He shall have overall responsibility of the work of all operatives employed by the Contractor for the execution of the Works and for ensuring maintenance staff are properly trained for this work.

The Contracts Manager will be responsible for laying down the maintenance procedures to be followed in accordance with the Maintenance Manuals, the Minimum Maintenance Tasks, Manufacturers recommendations and any other recommendations that become necessary from time to time, in agreement with the SBM Bank (Mauritius) Ltd's Team Leader, Facilities Management or any other nominated person.

He shall be responsible for providing maintenance staff with all necessary materials and information for the carrying out of their duties and for ensuring that safe working practice are followed. He shall prepare detailed written performance reports to be submitted to SBM Bank (Mauritius) Ltd prior to the weekly meetings.

In the event of the Contractor willing to change the Contracts Manager for whatever reason, the Contractor shall give to SBM Bank (Mauritius) Ltd three months advance notice in writing. The Contracts Manager is the key person and smooth operation of the Agreement is dependent of the continuity of employment of this person.

### **3.1.1.3 Special Responsibilities**

In the event that there are staff resource shortages, either during or outside normal working hours, the Contracts Manager shall be responsible for rectifying the problem by utilising his company's resources to the full, also ensuring that SBM Bank (Mauritius) Ltd are not inconvenienced in any way.

### **3.1.1.4 The 'Person'**

The person required for this position shall have as a prime requirement experience in managing maintenance contracts for a large, modern Premises and shall require a good understanding of the client's requirements under this Agreement.

He shall have combined technical experience, supervising experience and a sound knowledge in management principles, being capable of motivating and controlling staff across a broad geographical spread of Premises.

To allow for the consequences of sickness, holiday or extended hours of working the Contracts Manager will have an agreed deputy who shall be competent to perform this role.

## **3.1.2 Senior Maintenance Engineer (reporting to the Contracts Manager)**

### **3.1.2.1 Reporting Requirements**

The Senior Maintenance Engineer ("SME") shall attend regular meetings with and report directly to the Contracts Manager on all matters relating to the operation and maintenance of the Plant and Equipment which is the subject of this Agreement.

### **3.1.2.2 Responsibilities**

The SME shall be responsible for the continuous, efficient and economic operating and maintenance of the Plant and Equipment within the Premises in specific areas forming part of this Agreement.

The SME shall implement a system of Planned Preventative Maintenance, including establishing a Record Keeping System and programmes of plant performance, maintenance and operation, together with introducing any modifications required for the day-to-day requirements of the Premises within their area, in agreement with the Contracts Manager.

The SME shall be responsible for the amendment and improvement of the information placed in the Record Keeping System.

He shall administer and run a Permit to Work System for the Maintenance Team, Specialist Contractors and any other persons requiring access to or working on the Plant and Equipment or the services supplying it.

The SME shall be required to liaise with and supervise specialist contractors and give technical direction to the Maintenance Team.

The SME shall recommend, within the limits of predetermined budgets, a schedule of essential spares to maintain plant and equipment in the Premises.

### **3.1.2.3 Special Responsibilities**

Due to the importance of the Premises, the SME shall be prepared to attend outside normal working hours in the event of any major breakdown or during important alterations to the Plant and Equipment.

The SME will be expected to respond to problems on an immediate basis and where necessary liaise directly with the SBM Bank (Mauritius) Ltd's Team Leader, Facilities Management or any other nominated person.

### **3.1.2.4 The Person**

The type of person required for these positions shall have as a prime requirement experience in controlling labour on a similar contract, and will require a first class knowledge of the operation and maintenance of the type of plant and equipment which is the subject of this Agreement.

The position will carry supervisory status and it is expected that the SME will have, in addition to technical expertise, a sound basic knowledge of general management principles. In particular, he must be capable of motivating and controlling a small but specialist labour force.

Notwithstanding the foregoing the SME is to have either an electrical engineering bias, or a mechanical engineering bias, and have an appropriate level of technical qualifications.

To allow for the consequences of sickness, holiday or extended hours of working, the SME will have an agreed deputy.

### **3.1.2.5 Summary**

The Plant and Equipment installed within the Premises forms a number of large capital assets, and the "good or indifferent" maintenance of the Plant and Equipment has a direct bearing on the life expectancy of the Plant and Equipment and the performance of the premises.

It is also important to appreciate that once SBM have become accustomed to a 'standard' any reduction can only lead to dissatisfaction.

Certain factors, therefore, dictate that the SME has a strong character, is self-motivated and can apply technical skills combined with a management/labour appreciation to enable plant and equipment to be maintained in an uninterrupted and efficient manner.

## **3.1.3 Maintenance Electrician**

The maintenance electrician ("ME") shall report to the SME and shall be responsible for all electrical services installed at the Premises that form this Agreement.

### **3.1.3.1 Responsibilities**

The ME shall be responsible for the operating and maintenance procedures associated with the electrical service delegated to him by the SME and shall carry out all regular checks and maintenance.

Any malfunction of the Plant and Equipment shall be reported to the SME together with any recommendations covering alterations or ways and methods for improving the Plant and Equipment efficiency.

The ME shall be required to act and advise, in a technical capacity, on all matters insofar as they apply to the electrical services, Plant and Equipment, and shall be expected, in addition to maintenance matters, to undertake emergency repairs in order to maintain the Plant and Equipment at operational level. Such repairs wherever possible should be carried out in situ.

He shall monitor the performance of the electrical equipment and shall provide an interpretation of this information in as much as it affects the operation and performance of the Plant and Equipment.

### **3.1.3.2 Special Responsibilities**

The ME shall be prepared in special circumstances to attend the Premises outside normal working hours in the event of any emergencies or during special works.

The ME shall be required to act as deputy to the SME during holidays and sickness.

### **3.1.3.3 The ‘Person’**

The person required for this position will be carrying out duties in a large modern building and will be of at least Electrician status with experience in the function of electrical maintenance.

He will have some supervisory experience in the building services field involving the installation, testing and commissioning of electrical services on a similar Premises.

He will be in possession of a certificate of competency in the latest Edition of the IEE Wiring Regulations or recognised equivalent.

The ME should be flexible in his attitude to work and must be prepared to work in a small team, contributing his own specialist skills in order to maintain the Plant and Equipment at its maximum efficiency.

He will probably be in the 30-50 age group as it is felt a younger person is unlikely to have experience for this important position.

## **3.1.4 Maintenance Fitter**

### **3.1.4.1 Reporting Requirements**

The Maintenance Fitter (“MF”) shall report to the SME and shall be responsible for all the mechanical plant and service installed at the Premises that form this Agreement.

### **3.1.4.2 Responsibilities**

The MF shall be responsible for the operating maintenance procedures associated with the mechanical services delegated to him by the SME and shall carry out all regular checks and maintenance as set out in Section 3.3

Any malfunction of the Plant and Equipment shall be reported to the SME together with any recommendations covering alterations or ways and methods for improving the Plant and Equipment efficiency.

The MF shall be required to act and advise, in a technical capacity, on all matters insofar as they apply to the mechanical Plant and Equipment, and shall be expected, in addition to maintenance matters, to undertake emergency repairs in order to maintain the Plant and Equipment at operational level. Such repairs wherever possible should be carried out in situ.

He shall monitor the performance of the mechanical equipment and shall provide an interpretation of this information as it affects the operation and performance of the Plant and Equipment.

#### **3.1.4.3 Special Responsibilities**

The MF shall be prepared in special circumstances to attend the Premises outside of normal working hours in the event of any emergencies or during special works.

#### **3.1.4.4 The ‘Person’**

The person required for this position will be carrying out duties in a large building and will be of at least Fitter status with experience in the function of mechanical maintenance.

He will have some supervisory experience in the building services field involving the installation, testing and commissioning of mechanical services in a similar Premises.

The MF should be flexible in his attitude to work and must be prepared to work in a small team, contributing his own specialist skills in order to maintain the system at its maximum efficiency.

He will be trained to the latest Code of Practice requirements in respect of Natural and L.P. Gas and possess a sound knowledge of refrigeration.

He will probably be in the 30-50 age group as it is felt a younger person is unlikely to have the experience required for this important position.

### **3.1.5 Plant Assistant**

#### **3.1.5.1 Reported Requirements**

The Plant Assistant (“PA”) shall report to the SME.

#### **3.1.5.2 Duties**

The PA shall, under the direction of the SME carry out regular preventative maintenance tasks on the mechanical plant and shall also ensure that all plant rooms and plant areas are kept clean and tidy.

On a regular basis he shall clean all Plant and Equipment and wherever required shall repaint painted areas to stop corrosion

Certain areas of plant will require vacuum cleaning and filter changing and this shall form part of the duties of the PA.

The PA during his duties shall report any malfunctioning of the system to the SME.

### **3.1.5.3 The 'Person'**

The person required for this position should have been engaged previously in a maintenance capacity in a large modern building.

The position should suit a person currently employed as an Assistant or Improver having experience in the plumbing and heating/air conditioning field.

The PA must have a flexible approach to work as the duties and responsibilities are varied and cover a wide field

## **3.1.6 Mobile Engineer**

### **3.1.6.1 Reporting Requirements**

Mobile engineers shall report to the SMEs and shall be responsible for all specialist servicing aspects of the plant and services installed at the Premises that form this Agreement.

### **3.1.6.2 Responsibilities**

The mobile engineers shall be responsible for the operating and maintenance procedures associated with services delegated to them by their SME and shall carry out all regular checks and maintenance.

Any malfunction of the Plant and Equipment shall be reported to their SME together with any recommendations covering alterations or ways and methods for improving the Plant and Equipment efficiency.

The mobile engineers shall be required to act and advise, in a technical capacity, on all matters insofar as they apply to the electrical services, Plant and Equipment, and shall be expected, in addition to maintenance matters, to undertake emergency repairs in order to maintain the Plant and Equipment at operational level. Such repairs wherever possible should be carried out in situ.

They shall monitor the performance of this equipment and shall provide an interpretation of this information in as much as it affects the operation and performance of the Plant and Equipment.

### **3.1.6.3 Special Responsibilities**

The mobile engineers shall be prepared in special circumstances to attend the Premises outside normal working hours in the event of any emergencies or during special works.

#### **3.1.6.4 The Person**

The type of person required for these positions will be carrying out duties in a variety of sizes and types of buildings and will be of a suitable status with experience in the function of services maintenance. All specialists shall be trained to the latest standards and codes of practice relevant to their specialisations.

The mobile engineers should be flexible in their attitude to work and must be prepared to work in small teams, contributing their own specialist skills in order to maintain the Plant and Equipment at its maximum efficiency.

### **3.2 MATERIALS & WORKMANSHIP**

#### **3.2.1 British Standards and Codes of Practice**

Unless otherwise instructed, all materials and items of equipment required for the works which are the subject of a current British Standard or Code of Practice shall comply with the material, test and other requirements of the particular document. All publications referred to shall be the latest edition thereof together with any amendments current.

#### **3.2.2 Materials and Equipment**

All materials, goods and workmanship shall be of the respective kinds and standards described in any Operating and Maintenance Manuals, where available, or given in manufacturers' literature where available, or to the best and most appropriate type to the judgement of the engineering team. If any materials, goods or workmanship of the kinds and standards aforesaid shall not be procurable the Contractor shall give written notice of any substitute. No such consent shall release the Contractor from his other obligations under this Agreement.

The Contractor shall upon the request of SBM furnish test certificates and such other documents as may be necessary to prove that the materials, goods or workmanship are of the required standard.

SBM Bank (Mauritius) Ltd shall be entitled at any time to carry out any test of any material, or goods or of any executed workmanship and if any of the said materials, goods or workmanship do not accord under the provisions of this Agreement the Contractor shall be liable to replace defective materials or remedy the defective workmanship at his own cost.

Unless otherwise specified all materials, Plant and Equipment, and the use and installation thereof, shall comply with the British Standard Specifications and Codes of Practice, Institutional Regulations, Statutory Requirements and Bye Laws where applicable.

Any replacement materials used should be of local manufacture wherever such materials achieve the same specification as original materials. Failing this, alternative appropriate replacements should be sourced. All replacement materials not of original specification must be approved by SBM Bank (Mauritius) Ltd in writing.

Spare parts used shall be of the same kind and make and exact substitute of the original. In the case for reasons wholly and solely beyond the control of the Contractor some items are not available the Contractor may use equivalent quality parts with permission from SBM Bank (Mauritius) Ltd.

A quantity of consumables will be maintained by the Contractor at all times and a schedule of spares shall be prepared and updated as necessary. The details of type and quantity will be agreed with SBM Bank (Mauritius) Ltd and will be required to be obtained before the commencement of Maintenance Agreement. These stocks will be controlled and replenished as necessary.

All materials and equipment shall be new.

Except where specific arrangements are made to the contrary the Contractor shall at his own expense provide all tools, tackle, stores, materials, labour, haulage power and ancillary equipment required to undertake any maintenance task.

The Contractor shall provide all tools and portable indicating instruments for the maintenance of all Plant and Equipment including protective clothing and first aid equipment to the engineers, together with suitable means of identifying, storing and securing the same except where otherwise agreed with SBM Bank (Mauritius) Ltd.

### **3.2.3 Protection of Work**

The Contractor shall take particular care to protect component parts specifically designed to act as heat transfer surfaces. These surfaces shall have purpose designed packing to protect them whilst in transit and storage on the Premises.

The Contractor shall completely cover valve ports and ends of pipes or plug to prevent the ingress of foreign matter, and additionally protect flanges against damage to the flange surface. The Contractor shall similarly protect any open ends of ductwork or other equipment which may get dirty or damaged through lack of adequate protection.

The Contractor shall be responsible for ensuring that all work is adequately protected at the completion of each day and during periods of inclement weather and frost, and all work exposed to view shall be protected from spillage, stains and other damage.

Test water shall be disposed of so as not to damage any part of the Works. Any damage caused by the Contractor's negligence in this respect will be made good at his own expense

### **3.2.4 Removal and Replacement of Rejected or Damaged Materials or Equipment**

The Contractor shall examine all materials and equipment supplied under the Agreement on delivery to the Premises. Any such material or equipment which is damaged or faulty shall be replaced.

In the event of repairs or replacements of redundancy equipment being carried out under this Agreement the Contractor shall arrange upon being directed by SBM Bank (Mauritius) Ltd for

the removal of any parts of materials from the Premises and leave the same in a clean and tidy condition. All such parts and materials shall remain the property of SBM Bank (Mauritius) Ltd.

### **3.2.5 Guarantees and Warranties**

The Contractor shall ensure that all manufacturers' guarantees and warranties on installed Plant and Equipment, shall be kept valid at all times under this Agreement.

When new plant, components or materials are brought on to the Premises or installed by the Contractor any guarantees or warranties associated with these items will be held by the Contractor and he will exercise his rights under such guarantees and warranties to the maximum benefit of SBM Bank (Mauritius) Ltd. At the cessation of the Agreement all rights and privileges under such guarantees or warranties will be passed to SBM Bank (Mauritius) Ltd.

The Contractor shall provide two copies of all such guarantees, one of which shall be used to update the Maintenance Manual.

### **3.2.6 Loading and Unloading**

Loading, unloading, distributing, hoisting and placing in position any items of Plant and Equipment necessary for the Works will be carried out by the Contractor.

### **3.2.7 Temporary Works**

The Contractor will provide, maintain and remove any temporary works and all associated screening, signage and safety apparatus as required for the proper and safe execution of his duties under the Agreement.

### **3.2.8 Security Procedures**

**3.2.8.1** Prior to the commencement of the Contract, the Contractor must send SBM Bank (Mauritius) Ltd a letter on their headed paper signed by a Director of the Company (or other authorised person) accepting SBM Bank (Mauritius) Ltd's requirements on secrecy. A similar letter must be provided by all sub contractors. A copy of this shall be submitted by the Contractor to SBM Bank (Mauritius) Ltd's Security Department.

**3.2.8.2** Contractors are not permitted to advertise or provide details of any work undertaken for SBM Bank (Mauritius) Ltd to any third party without the prior written permission of SBM Bank (Mauritius) Ltd.

**3.2.8.3** Prior to the commencement of the Agreement the Contractor shall notify SBM Bank (Mauritius) Ltd of the names of all persons to be located on the SBM Premises and their hours of work, together with the names of those persons in charge of the operations.

**3.2.8.4** The Contractor shall give sufficient prior warning to SBM Bank (Mauritius) Ltd of any change of personnel, and all security passes and permits will be surrendered by any persons no longer working at the SBM Premises.

- 3.2.8.5** No material including scrap material may be taken from SBM Premises unless written authority from the SBM Bank (Mauritius) Ltd's Team Leader, Facilities Management is obtained and produced when leaving the Premises.
- 3.2.8.6** Any person discovered in the act of unauthorised taking of SBM Bank (Mauritius) Ltd property may be asked to leave the Premises forthwith, and may not be re-engaged by SBM Bank (Mauritius) Ltd on this or any other contract, and the Police will be notified. Where any unauthorised person is suspected of attempting to remove goods from the Premises, the matter will be reported to the SBM Bank (Mauritius) Ltd's Team Leader, Facilities Management who will in turn notify SBM Bank (Mauritius) Ltd Security. The SBM Bank (Mauritius) Ltd's Team Leader, Facilities Management will also inform the Contractor of any of their employees suspected of such action.
- 3.2.8.7** Notwithstanding criminal proceedings, the Contractor and/or his employees will be expected to indemnify SBM Bank (Mauritius) Ltd against any loss which they may incur as a consequence of unlawful acts, such liability resting with the Contractor where he could have reasonably anticipated such consequences and has failed to adequately control his personnel.
- 3.2.8.8** Any person suspected of causing wilful or malicious injury/damage to persons, plant, buildings, machinery, vehicles, containers or other property will be asked to leave the Premises forthwith pending investigations by the SBM Bank (Mauritius) Ltd's Team Leader, Facilities Management. Where appropriate, the Contractor will be notified and the Police called.
- 3.2.8.9** Contractors and their employees shall comply with directions given by SBM Bank (Mauritius) Ltd regarding security and comply with all access control procedures in force at any particular time.
- 3.2.8.10** The Contractor shall be responsible for the safekeeping and security of his own plant, tools, equipment and materials left on site at any time. All powered tools and special equipment brought on to site must be listed by equipment type, manufacturer, model and serial number. The list will form an inventory, a copy of which may be removed from site by the Contractor.
- 3.2.8.11** Contractor's employees must not enter any part of the Premises other than those which are essential for the execution of his work.
- 3.2.8.12** SBM Bank (Mauritius) Ltd reserves the right to refuse admittance to the Premises to any person they consider to be unacceptable for whatever reason.
- 3.2.8.13** The Contractor will take all necessary steps in conjunction with SBM Bank (Mauritius) Ltd to safeguard the Premises, in particular, to ensure that access doors into Plant Rooms, electrical cupboards and similar enclosures are kept locked at all times.
- 3.2.8.14** The Contractor will keep the SBM Bank (Mauritius) Ltd's Team Leader, Facilities Management informed of the presence of their staff on the Premises authorised by the Contractor and co-operate with SBM Bank (Mauritius) Ltd's Team Leader, Facilities Management at all times.

**3.2.8.15** The contractor shall maintain at all times, the standards of security as may be required by SBM Bank (Mauritius) Ltd in order to prevent unauthorised disclosure of any commercially sensitive information.

**3.2.8.16** The Contractor's servants, agents and sub-contractors whether permanently on the Premises or not shall always wear the Contractor's approved Company uniform which shall always be in neat, clean and tidy order when on the SBM Premises. Training shoes will not be permitted. They shall also wear on their persons security passes at all times whilst on the Premises. One may be issued by SBM Bank (Mauritius) Ltd which will provide security clearance onto the Premises. The second will be an identification card issued by the employee's own company, which will show a true and recent photographic likeness of the carrier.

### **3.2.9 Conduct**

The Contractor's employees must conduct themselves in an orderly manner. Persons conducting themselves in a manner unacceptable to SBM Bank (Mauritius) Ltd will be asked to leave the Premises forthwith.

## **3.3 MAINTENANCE SPECIFICATION**

Wherever possible and appropriate, the Contractor shall ensure that maintenance tasks are undertaken to at least the standards and frequencies defined by the Heating and Ventilating Contractors' Association "Standard Maintenance Specification for Services in Buildings" volumes 1 to 5, BS7671 Requirements for Electrical Installations (the Institute of Electrical Engineers Wiring Regulations Sixteenth Edition or the latest updated Edition), the lift and escalator maintenance requirements of Schindler, and any manufacturer's details or recommendations. Should the Contractor feel that any plant or equipment requires maintenance to different levels or specifications, SBM Bank (Mauritius) Ltd must be informed before such maintenance works are undertaken.

The Contractor confirmed at tender stage the appropriateness or otherwise of the standards of maintenance required applicable to location.

For work on or near any Plant and Equipment being maintained the Contractor as SBM Bank (Mauritius) Ltd appointed maintenance expert (Competent Person) shall ensure that all work is carried out safely (see Health and Safety Policy Section 5); to that end the Contractor provided at tender stage details on the methods he will apply in ensuring safe working is achieved.

Whilst maintenance inspection and testing of electrical parts is a specific requirement the Contractor must ensure that the Electricity at Work Regulations are fully complied with for all maintenance activities on which electrical parts form an element of the Plant and Equipment

Similarly Compliance must be achieved with the Pressure Systems Regulations.

The Contractor shall ensure that all plant rooms are kept in a clean and tidy condition. All redundant materials existing or new to be removed.

The Contractor shall prepare an annual programme for the work to each location. Copies of this programme shall be made available to SBM Bank (Mauritius) Ltd.

It is SBM Bank (Mauritius) Ltd policy to manage and maintain all Plant and Equipment so as to achieve maximum energy efficiency. Therefore the Contractor shall when carrying out the specified maintenance also monitor and adjust the Plant and Equipment to achieve maximum performance and energy efficiency. It is also required that the Contractor advise SBM Bank (Mauritius) Ltd of any “low cost” opportunities to improve energy performance by undertaking changes or improvements to the plant.

When undertaking maintenance to the Plant and Equipment the Contractor shall take note of and report any visible defects to other systems such as emergency lighting, fire alarm within the locality of the plant being maintained

The Contractor shall review and report to SBM Bank (Mauritius) Ltd the state and/or quality of the following:

- (a) Systems “Operating and Maintenance Manuals
- (b) Schematic Systems Drawings
- (c) Schematic Water hygiene Drawings
- (d) Record Drawings

**SECTION 4**

**PLANT AND EQUIPMENT  
ASSET REGISTER**

#### **4.1 GENERAL NOTES FOR ASSET REGISTER**

In addition to plant and equipment specified in the Asset Register, the following are included in the Agreement:

- All panels, relays, starters and contactors
- All fire dampers installed in ductwork
- All smoke vents
- All toilet ductwork
- All kitchen ductwork, grease filters and extract hoods
- All kitchen catering equipment
- All electrical risers including busbars
- All external lighting
- All access equipment, both internal and external
- All gullies
- All drinking water filtration systems
- Lightning Protection system

This asset register does not necessarily include all plant items. Omission of any plant items from this register does not exclude them from this contract.

Any discrepancy from this asset register should be notified within 30 days of the commencement of this agreement.

The premises being referred to as per clause 1.1.1.12 is SBM Tower.

## **SBM TOWER - LIFTS & ESCALATORS**

### Lift A: Passenger Lift

Schindler Ref. 5239418 , 2016: 1250kg, 16 persons, 2.5 m/s, 59.85m, 14 levels, top driven full collective selective control, centre opening doors, one front access

### Lift B: Passenger Lift

Schindler Ref. 5239419 , 2016: 1250kg, 16 persons, 2.5 m/s, 59.85m, 14 levels, top driven full collective selective control, centre opening doors, one front access

### Lift C: Passenger Lift, also serves VIP lobby

Schindler Ref. 5239420 , 2016: 1250kg, 16 persons, 2.5 m/s, 60.53m, 14 levels, top driven full collective selective control, centre opening doors, rear access at VIP lobby only.

### Lift D: Passenger/ fireman's Lift, also serves basement parking

Schindler Ref. 5239421 , 2016: 1250kg, 16 persons, 2.5 m/s, 62.44m, 15 levels, top driven full collective selective control, centre opening doors, front & side access, side access levels 0-15, front access level 1-15

### Lift 5: Goods Lift

Schindler Ref. JNBMUE065A , 2016: 1275kg, 17 persons, 1.6 m/s, 65.23m, 15 levels, top driven, full collective selective control, side opening front access, doors levels -1, 1 to 15

### Lift 6: Passenger

Schindler Ref. JNBMUE065B , 2016 : 800kg, 10 persons, 1 m/s, 14.09m, 4 levels, top driven, full collective selective control, front access, doors levels 0-3

### Lift 7: Passenger

Schindler Ref. JNBMUE065C , 2016 : 800kg, 10 persons, 1 m/s, 14.09m, 4 levels, top driven, full collective selective control, front access, doors levels 0-3

### Lift 8: Bullion Lift

Schindler Ref. JNBMUE065D , 2016: 1050kg, 14 persons, 1 m/s, 14.09m, 3 levels, hydraulic driven from top, full collective selective control, front access, doors levels 1,2 & Rear access Level 0

**Note** : All 8 lifts connected to LOBBYVISION. Lifts A to D operating on Port Technology with 2 Keypads on each landing.

### Escalators 1 & 2

Thyssen order 699587 191/192, 1993: type FT722, height 3.78 m, speed 0.5 m/s, angle 30<sup>0</sup>, visible steps 23, motor drive Odenwald 160M/6-13/V1 6 kW.

# **SECTION 5**

# **HEALTH AND SAFETY**

## **5.1 INTRODUCTION**

The purpose of this Health and Safety document is to provide information and guidance to the Contractor whilst undertaking work on premises and land under the control of SBM Bank (Mauritius) Ltd. In it are summarised legal requirements and the SBM Bank (Mauritius) Ltd rules with which the Contractor must comply. This section is in addition to all other sections of the Contract and must be used in conjunction with the other sections of this Contract.

## **5.2 APPLICATION**

This section applies to all Contractors, sub-contractors and operatives employed by SBM Bank (Mauritius) Ltd for the purposes of this Contract.

In addition to any specific obligations imposed on the Contractor by this Contract, statutes, statutory instruments regulations and common law, the Contractor must take all necessary steps to prevent injury and/or damage to persons and property (whether or not belonging to the SBM Bank (Mauritius) Ltd) and the Contractor hereby agrees to indemnify SBM Bank (Mauritius) Ltd on demand from and against any and all losses expenses costs claims demands and damages which it suffers or incurs as a result of the Contractor's breach of this general obligation or of any other specific obligation contained in this Contract, Statute, statutory instrument or at common law. The Contractor further acknowledges that any failure by SBM Bank (Mauritius) Ltd to take any steps (whether or not such steps are expressly stated in this Contract) to enforce the Contractor to honour its obligations herein shall not absolve the Contractor from honouring its said obligations nor shall it amount to a waiver of rights by SBM Bank (Mauritius) Ltd.

Nothing in the Contract can be deemed to absolve the Contractor from any liability for personal injury, property damage or consequential losses at common law, statute law or assumed by agreement neither does observance of the Contract relieve the Contractor from his legal responsibilities.

The Contractor must ensure that the contents of the Health and Safety section of the Contract and all other relevant clauses within the document are known and understood by all their representatives, sub-contractors, and any other visitors that may attend the premises.

Any sections of the Contract that require special arrangements arising from the Health and Safety requirements must be raised with SBM Bank (Mauritius) Ltd. Any special arrangement implying any variation to the Contractor's obligations shall be set out in writing and signed by SBM Bank (Mauritius) Ltd.

## **5.3 LEGAL OBLIGATIONS**

- 5.3.1 The Contractors shall comply with the requirements of the Occupational Safety and Health Act 2005, the Workplace regulations, COSHH regulations, the CDM regulations wherever applicable, any other regulations, Codes of Practice or other legislation relevant to the work being undertaken. In particular, the following shall be provided:**

Suitable and adequate information, instruction, training and supervision for their employees and agents regarding health and safety matters;

Suitable and sufficient personal protective equipment and clothing to ensure the safety of employees and other persons;

Safe plant, machinery, equipment and tools which, when properly used and guarded, do not pose a risk to users and others.

**5.3.2 The Contractor shall comply with any relevant legal requirement including acts, regulations, rules, orders and bye-laws currently in force, which are relevant to or affect the course of work or activity involved (in addition to the legal requirements relating to health and safety referred to above and elsewhere).**

**5.3.3 The Contractor shall obtain all necessary approvals and permissions from Local Authorities, Fire Authorities, Health inspectorates and other agencies prior to, during and upon completion of the work.**

#### **5.4 RESPONSIBILITIES OF THE CONTRACTOR'S PERSONNEL**

The Contractor shall ensure that all operatives engaged in the pursuit of this Contract shall be familiar with the following:

The Contractor has undertaken to comply at all times with the legal requirements of all relevant Acts, Regulations and Codes of Practice, and that all employees working in SBM Bank (Mauritius) Ltd premises are equally required to comply with these Acts etc.

Additionally, all employees are instructed to:

Refrain from wilfully interfering with or misusing any thing provided for the safety of all persons whilst they are on SBM Bank (Mauritius) Ltd premises;

Use only approved means, systems of work or appliances provided for their own or other persons safety;

Avoid doing anything likely to result in personal injury either to themselves or to others;

Take all reasonable and practicable measures to prevent damage to SBM Bank (Mauritius) Ltd's property.

#### **5.5 GENERAL OBLIGATIONS - HEALTH AND SAFETY**

**5.5.1 Particular attention should be given to the obligations of clauses 1.13 and 1.14.**

**5.5.2 The Contractor, as a responsible employer, shall provide a suitable environment under the Occupational Safety and Health Act 2005, which is not hazardous to health. As an employer, the Contractor shall take every reasonable practicable precaution to prevent**

any injury to his employees or any other person, as the result of work being carried out. The Contractor shall also be required to uphold and implement his own Health and Safety Policy. The Contractor shall report to SBM Bank (Mauritius) Ltd if any of the working equipment is unsuitable for his operators. The Contractor's Health and Safety Policy documentation must be made available to SBM Bank (Mauritius) Ltd

- 5.5.3 The Contractor shall accept responsibility to ensure that all authorised persons attending site are protected from being in contact with or exposed to hazardous substances.
- 5.5.4 SBM Bank (Mauritius) Ltd reserves the right to stop any operation the erection of any plant or equipment, or the actions of the Contractor's agents or employees, if they are of the opinion that the manner in which the works are being undertaken constitutes a risk to the Health and Safety of any person.
- 5.5.5 In the event of the above action being deemed necessary, notification will first be given to the local representative of the Contractor, and will subsequently be notified in writing. SBM Bank (Mauritius) Ltd will not accept responsibility of any increased costs arising out of such action or loss incurred by the Contractor as a result of such actions.
- 5.5.6 The Contractor shall provide SBM Bank (Mauritius) Ltd with a Method Statement identifying all stages of proposed repair works and hazardous maintenance works, stating for all stages the safe systems which will be used to employ hazards and maintain safety throughout the course of the works. The Contractor shall also comply with any Method Statement agreed with SBM Bank (Mauritius) Ltd.
- 5.5.7 SBM Bank (Mauritius) Ltd reserves the right, if considered necessary, to notify or seek the advice of the appropriate enforcing statutory authority where they believe that there is, has been, or will be, a breach if any relevant statutory provision relating to Health and Safety.
- 5.5.8 The Contractor shall pay particular attention to the fact that the premises are occupied by SBM Bank (Mauritius) Ltd staff and that certain lifts are used by the general public. All possible care shall be taken to ensure that members of staff and the general public are fully protected against injury arising as the result of works being carried out.
- 5.5.9 No radios, tape players, CD players or similar devices will be permitted on the premises.
- 5.5.10 The contractor shall pay attention to the fact that SBM Bank (Mauritius) Ltd operates a no-smoking policy throughout the premises.
- 5.5.11 Any person working in connection with this Contract under the influence and /or smell of alcohol and/or drugs will not be permitted to remain on the premises, and may be excluded from the operation of this Contract.

## 5.6 FIRE PRECAUTIONS

- 5.6.1 All fire exits, escape routes, emergency lighting, alarms, extinguishers and associated signage shall be kept free from obstruction. If any temporary obstruction is necessary due to works being undertaken, this must be brought to the attention of the Team Leader,

Facilities Management or any other nominated person prior to the commencement of these works. Appropriate signage and alternative arrangements must be agreed with the Team Leader, Facilities Management or any other nominated person. If necessary, approval of the local Fire Authority may be required.

**5.6.2 Prior to the commencement of any “Hot Works” (gas welding, cutting, brazing or any other equipment producing an open flame or heat) the Contractor shall undertake the following items:**

**5.6.2.1** Ensure that an appropriate Permit to Work has been obtained;

**5.6.2.2** Ensure that the area is free from flammable solids, liquids, gases, dust etc;

**5.6.2.3** Ensure suitable and sufficient hand-held fire extinguishers are present at the location of the work, and/or designated areas.

**5.6.2.4** Ensure that the area is thoroughly inspected on completion of the works, to detect and extinguish any smouldering material.

**5.6.2.5** Any combustible materials generated in the course of the Contract, including packaging, shall be removed from premises. All such material must be gathered in an authorised area for disposal to ensure that no safety or fire hazard is created.

## **5.7 ELECTRICAL SAFETY**

**5.7.1 Unplug all Contractor’s electrical equipment when not in use. All equipment used must have a valid PAT test certificate, and be safe for use.**

**5.7.2 No powered equipment shall be left energised whilst unattended, unless in a strictly controlled area.**

**5.7.3 All reasonable precautions to prevent fire hazards from electrical equipment, or overloading or misuse of the SBM Bank (Mauritius) Ltd electrical services shall be undertaken by the Contractor.**

**5.7.4 Wherever practical, the use of 110V DC supply and equipment is preferred. 240V AC equipment is only to be used when appropriate Residual Current breakers are in use.**

## **5.8 HAZARDOUS MATERIALS**

**5.8.1 All chemicals and substances (whether solids, liquids or gases) and pollutants which may arise from the conduct of work, must be suitably and adequately controlled at all times to ensure personal health and safety and fire safety as appropriate.**

**5.8.2 SBM Bank (Mauritius) Ltd management must be informed, before the commencement of any works, regarding any potential hazard which may arise in respect of clause 5.8.1, or regarding any matter which may adversely affect food products or other merchandise kept at the premises. Suitable steps must be taken to deal with such situations in conjunction with SBM Bank (Mauritius) Ltd.**

- 5.8.3** Chemical and substances, which may adversely affect food products by taint, contact or other means of contamination, must not be used on SBM Bank (Mauritius) Ltd premises unless specific and adequate warning is given to SBM Bank (Mauritius) Ltd, and written permission is given by SBM Bank (Mauritius) Ltd, and suitable measures are taken to ensure no contamination occurs.
- 5.8.4** The contractor is required to proactively take all reasonable steps to inspect the electronics control boards of the different installed equipment or any other electrical/electronic appliances, which can be potential sources of emission of hazardous gases, fumes and smoke, which can be injurious to health and carry out any remedial works deemed necessary.

## **5.9 ENVIRONMENTAL REQUIREMENTS**

- 5.9.1** The Contractor will take all reasonable steps to avoid the commissioning of nuisance, or other adverse environmental impacts arising from site activities. Regard must be given to the effect of the works, the nature of the premises, and their proximity to adjacent domestic and other buildings, upon any possible emissions of noise, smoke, fumes, grit, dust or odour from plant, machinery, equipment or from any work activity.

## **5.10 INFORMATION TO EMPLOYERS**

- 5.10.1** The Contractor is required to inform all his employees and Sub-contractor's employees of the site conditions contained within this Contract.
- 5.10.2** Failure to observe these instructions by any of his employees (including his sub-contractors) may result in SBM Bank (Mauritius) Ltd issuing instructions to the Contractor requiring the immediate exclusion from sites of any persons employed thereof and those persons shall not be permitted to work within SBM Bank (Mauritius) Ltd premises.
- 5.10.3** Continual failure to observe these instructions by any of his employees (including his subcontractors) may be seen as a failure to perform in compliance with the terms of this Contract, and may result in SBM Bank (Mauritius) Ltd terminating the Contract, in accordance with clause 1.17.

# **SECTION 6**

## **Schedule of Fees**

**CONTRACT COMMENCEMENT DATE: 01<sup>st</sup> JUNE 2026**

**DURATION: FIVE YEARS**

**MONTHLY FEE FOR MECHANICAL & ELECTRICAL MAINTENANCE SERVICES AT SBM TOWER:**

		MUR incl. VAT per month	MUR incl. VAT per year
<b>1</b>	<b>Ventilation and Air Conditioning equipment</b>		
<b>2</b>	<b>Electrical Systems</b>		
<b>3</b>	<b>Lighting and Emergency Lighting</b>		
<b>4</b>	<b>Fire Alarms and Security Systems</b>		
<b>5</b>	<b>Fire Fighting Systems</b>		
<b>6</b>	<b>Public Health Systems</b>		
<b>7</b>	<b>Lifts</b>		
<b>8</b>	<b>Escalators</b>		
<b>9</b>	<b>BMS System</b>		
<b>10</b>	<b>MISCELLANEOUS ITEMS (Please specify)</b>		
.....	.....		
.....	.....		
.....	.....		
	Sub Total item10		
<b>11</b>	<b>UPS equipment</b>		
<b>Option 1</b>	<b>TOTAL Items 1 to 11 (i.e. inclusive of UPS equip. as per item 11)</b>		
<b>Option 2</b>	<b>TOTAL Items 1 to 10 (i.e. exclusive of UPS equip. as per item 11)</b>		

Notes:

1. Amount in MUR and inclusive of VAT

2. The pricing is fixed over a period of 5 years and not subject to any escalation may it be due to cost of living increases and/or statutory increases.
3. The Fees include allowance for all work contained in the Agreement that needs to be carried out in and outside the Core maintenance hours; (note should also be made of the requirements outside of the Normal Working Hours).
4. The Fees include an allowance for the supply and storage of consumables spares as scheduled in the Agreement, and additionally an allowance shall be made for the replacement of these items.
5. The Fees includes the updating of Asset Registers for the Plant and Equipment, and review and updating as necessary of the Operation and Maintenance manuals, and Record Drawings, for the purposes of Health and Safety.
6. The Fees include an annual disinfection and clean of the hot and cold water distribution systems. A separate cost for one clean and disinfection of the above systems is to be identified. This will be carried out if and when necessary as an extra to the Agreement, as directed by SBM Bank (Mauritius) Ltd.
7. The Fees include for the Electrical Services Inspection and Test in accordance with IEE Regulations for each of the electrical systems, to be carried out during the term of the Agreement.
8. The optional Extra Fees are items not included within the contract, and will only be expended when directed and agreed with SBM Bank (Mauritius) Ltd.

#### **ADDITIONAL WORK FEES**

#### **LABOUR**

Day work rates shall include for all labour on costs, preliminaries, holidays, fares, transport, travelling time, tools, test equipment, overheads and profit. These shall apply to all work carried out additional to this Agreement and shall apply from the time of arrival at the Premises to the time of departure.

#### **MOBILE STAFF**

<i>Rate A</i>	<i>Rate B</i>
A/C Refrigeration Technician MUR.....	per hour MUR..... per hour
A/C Control Technician	MUR..... per hour MUR..... per hour
A/C Mechanical Technician	MUR..... per hour MUR..... per hour
Fitter	MUR..... per hour MUR..... per hour
Other (please specify)	MUR..... per hour

#### **STAFF CHARGE FORMAT**

##### Normal Hours - Rate A

Monday to Friday 08:00 - 18:00  
 Saturday 08:00 - 13:00

##### All other hours - Rate B

All hours not included above and inclusive of Public Holidays  
 Mobile Technicians are available 24 hours per day and 365 days per year.

MATERIAL "ON COST" TO TRADE OR BUYING PRICE ..... %

"ON COST" FOR MANAGEMENT OF SUB-CONTRACTOR ..... %

PERCENTAGE ADDITIONS SHALL INCLUDE ALL CONTRACTORS COSTS, DELIVERY, LOADING, UNLOADING, SITE HANDLING, PRELIMINARIES, ATTENDANCE, OVERHEADS AND PROFIT ETC.

THESE PRICES ARE FIXED FOR A PERIOD OF 90 DAYS FOR ACCEPTANCE OF THE PROPOSAL PLUS 12 MONTHS CONTRACT PERIOD AT WHICH THEY MAY BE RE-NEGOTIABLE.

### **HOURS OF WORKING**

#### **Normal (Core) Service Working Hours**

The Contractor shall perform the services pursuant to this Agreement, except where indicated within the Item List (Asset Register) for which the Contractor will have allowed within the annual Fee as defined above, excluding Statutory and Bank Holidays.

#### **Outside Normal Working Hours**

Means all hours other than those stated in Normal Service Hours. The Agreement identifies certain work routines to be undertaken outside normal working hours and for which the Contractor will have allowed within the annual Fee. It is however, the responsibility of the Contractor to agree with SBM Bank (Mauritius) Ltd when such out of normal hours duties should take place.

### **EMERGENCY CALL-OUT**

The Contractor shall respond to an Emergency Call-Out within ONE hour of receiving notice for critical system or plant or within TWO hours for all other items of plant, by attending the Premises and undertaking all necessary and remedial works. These response times shall also apply outside normal working hours, and apply to all sub-contractors.

In the event of the Contractor failing to respond within the aforementioned ONE hour or TWO hour period SBM Bank (Mauritius) Ltd shall be fully entitled to employ another organisation to undertake all necessary remedial work with the Contractor being responsible for all reasonable costs.

### **EMERGENCY CALL-OUT EXTRA CHARGES**

In cases of extreme emergency and where immediate action is required and SBM Bank (Mauritius) Ltd cannot be contacted, all reasonable work which is not included in the Agreement should be carried out at the Day work Charge defined in Schedule 1 providing the **Emergency Work Maximum** defined below is not exceeded and the Client or his representative notified of the action taken and the costs incurred at the earliest convenient time.

Emergency Work Maximum MUR 25,000

**OPTIONAL EXTRAS**

**DISINFECTION AND CLEANING OF WATER SYSTEMS (PRICE PER SERVICE)**

- Cold Water Mains MUR .....
- Cold Water Down Service MUR .....
- Hot Water Service MUR .....

**PORTABLE APPLIANCE TESTING (PRICE PER SERVICE)**

- Price per unit test MUR .....