

SUPPLY OF SERVICES AGREEMENT DATED [INSERT DATE]

(1) SBM Bank (Mauritius) Ltd

-and-

(2) [NAME OF SUPPLIER]

**AGREEMENT FOR THE SUPPLY OF MECHANICAL AND ELECTRICAL
MAINTENANCE AND REPAIR SERVICES AT SBM PREMISES**

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AGREEMENT FOR THE SUPPLY OF SERVICES DATED [Insert Date]

BETWEEN:

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

RECITALS

- A. The Bank is a financial institution which undertakes banking business in accordance with the Banking Act 2004 and is duly licenced by BOM (as the term is defined hereunder).
- B. For the purposes of carrying out its banking business, the Bank is required to operate the Bank Sites (as the term is defined hereunder).
- C. The Supplier is engaged in the business of maintenance and repairs of Plant and Equipment (as the term is defined hereunder), mechanical and electrical systems for financial institutions and has considerable skill, knowledge, experience and necessary and adequate resources.
- D. In reliance upon the Supplier’s skill, knowledge and experience, the Bank has selected the Supplier to provide maintenance and repairs duties to the Bank Sites (as the term is defined hereunder) to meet the Bank’s requirements in accordance with the terms of this Agreement.

1. Definitions

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

“ Additional Work ”	means any alterations or additional work to be carried out which is, in the Bank’s view, necessary to enable the Plant & Equipment to continue to be used and which is not included in Schedule 1 (Services);
“ Affiliate ”	means any person or entity Controlling, Controlled by or under common control with such Party;
“ Agents ”	means directors, officers, employees, agents, professional advisers, contractors, sub-contractors or any Affiliate of either Party;

“Agreement”	means this valuation services agreement together with the schedules and any appendices attached hereto or referred to herein;
“Bank Document”	has the meaning ascribed to it in Clause 6.1(b);
“Bank Group”	means the Bank and its Affiliates;
“Bank Site”	means in respect of the Services the sites specified in Schedule 5 (Bank Sites) and any additional Bank Sites, which shall include the buildings, plant, all fixtures and fittings and everything connected to, in, on or under the buildings, any vehicle parks, amenities, storage facilities, private roads, pathways, footpaths and other rights of passage within the defined ground or curtilage;
“BOM”	means the Bank of Mauritius;
“Business Day”	means any day, other than a Saturday, Sunday or an official public holiday in Mauritius;
“Commencement Date”	means the [INSERT DATE];
“Confidential Information”	<p>means Information relating to one Party or its Agents (the “Disclosing Party”) and/or the business carried on or proposed or intended to be carried on by the Disclosing Party and which is made available in connection with this Agreement to the other Party (the “Receiving Party”) (or its Agents) by the Disclosing Party (or its Agents) or any Sealed Packages in any way received by the Receiving Party (or its Agents) in connection or in the performance of this Agreement, or which is recorded in agreed minutes following oral disclosure to the Receiving Party and any other information which is otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:-</p> <ol style="list-style-type: none"> a. is publicly available at the time of its disclosure or becomes publicly available (other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement); or b. was lawfully in the possession of the Receiving Party or its Agents (as can be demonstrated by its written

records or other reasonable evidence) free of any restriction as to its use or disclosure prior to its being so disclosed; or

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

“Control”

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

“Data Protection Legislation”

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

“Days”

means calendar days;

“Default”

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

“Deliverables”

means the relevant valuation reports or such other services to be delivered by the Supplier under or in connection with this Agreement and as more specifically set out in Schedule 1 (Services);

“Designated Representatives”

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

“Dispute”

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

“Environmental Legislation”	means all relevant legislation and regulations relating to the protection of Environment, including but not limited to the Environmental Protection Act 2002, as amended from time to time;
“Fees”	means the fees for the Services calculated in accordance with Schedule 3 (Fees);
“Fitted Drawings”	Drawings of the current installation of the Plant and Equipment (as available) at the Bank Sites;
“Force Majeure Event”	means any event which affects the performance by a Party of its obligations under this Agreement and arises directly from an act of God, local government or government, war, fire, flood, earthquake or storm, acts of terrorism, explosion, civil commotion or industrial dispute affecting a Third Party (for which a substitute Third Party is not readily available). In the case of the Supplier, such event shall only be considered a Force Majeure Event to the extent that any insurance taken out by the Supplier would not have mitigated such circumstances or the effect of such circumstances;
“Good Industry Practice”	means the exercise of such reasonable skill, care, prudence, efficiency, foresight and timeliness as would be expected from a reasonably and suitably skilled, trained and experienced person engaged in the same type of undertaking and for the same or similar circumstances;
“Health and Safety Legislation”	means all relevant legislation and regulations relating to Health and Safety, including but not limited to the Occupational Safety and Health Act 2005, as amended from time to time;
“Health and Safety Policy”	means the Bank’s health and safety requirements for contract works, as may be amended by the Bank from time to time;
“Indemnified Person(s)”	has the meaning ascribed to it in Clause 11 (Regulatory Indemnity);
“Information”	means all information including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs in whatever form, whether in oral, tangible or in documented form and, if in tangible or documented form, whether marked or identified as being proprietary or not;

“Intellectual Property Rights”	<p>(a) any copyright, design rights, patents, inventions, logos, business names, service marks and trademarks, internet domain names, moral rights, rights in databases , data, source codes, reports, drawings, specifications , know how, business methods, trade secrets, semi-conductor rights, topography rights, whether registered or unregistered, rights in the nature of unfair competition and the right to sue for passing off;</p> <p>(b) applications for registration, and the right to apply for registration, for any of these rights; and</p> <p>(c) all other intellectual property rights and equivalent or similar forms of protection; existing anywhere in the world;</p>
“IPR Claim”	has the meaning ascribed to it in Clause 10 (Intellectual Property Rights Indemnity);
“Invitation to Tender”	The Supplier’s tender together with all supporting documents requested and/or provided;
“Party”	means any one of the Parties to this Agreement. The term " Parties " shall have a corresponding meaning;
“Plant and Equipment”	has the meaning ascribed to it in Part C Schedule 1 set out in Schedule 1 Part C;
“Persistent Failure”	means any of five (5) or more failures by the Supplier to meet the Service Levels (whether the failures relate to the same or different Service Levels) in relation to this Agreement in any rolling period of twelve (12) Months;
“Personal Data”	means all personal data provided or disclosed by the Bank to the Supplier, or collected by the Supplier, in connection with this Agreement and, for the purposes of this Agreement, personal data shall have the meaning given to it by the Data Protection Legislation;
“Personnel”	means the employees, agents and approved sub-contractors of the Supplier who are assigned to perform the Services;
“Personnel Liability”	means all claims (including but not limited to claims for redundancy payments, unlawful deduction of wages, unfair, wrongful or constructive dismissal compensation, compensation for sex, sexual orientation, race, religion,

belief or disability discrimination, claims for equal pay, compensation for less favourable treatment of part-time workers and fixed term employees, and any claims whether in tort, contract or statute or otherwise), demands, actions, proceedings and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, payment made by way of settlement and costs and expenses reasonably incurred in connection with a claim or investigation by any regulatory or supervisory body and of implementing any requirements which may arise from any such investigation and legal costs and expenses;

“Policy” or “Policies”	has the meaning ascribed to it in Clause 13.1;
“Regulator”	means any person having regulatory or supervisory authority over any part of the Services or the Supplier's or the Bank's business including but not limited to the Financial Services Commission, the Bank of Mauritius or their successors;
“Regulatory Change”	means any change in law, enactment, order, regulation, regulatory policy, guidelines or industry code which impacts on the performance of the Services;
“Regulatory Requirements”	means all legal and regulatory requirements in Mauritius, that are applicable in relation to this Agreement and activities of the Bank and the Bank Group as the case may be, including but not limited to, the Financial Services Act 2007, the Bank of Mauritius Act 2004 and all rules, regulations, statements, codes and other requirements made thereunder or made or imposed by the Regulators;
“Services”	means the services as set out in Schedule 1 (Services) including the provision of any Deliverables;
“Service Credits”	means a monetary amount calculated in accordance with Schedule 1 (Services);
“Service Levels”	means the service levels set out in Schedule 1 (Services);
“Term”	has the meaning ascribed to it in Clause 2.1;
“Third Party”	means any person or entity which is not a Party to this Agreement;
“Unapproved Entity”	means any entity, person, firm or franchise that:

- (a) carries any banking services, insurance services, credit or debit card issuing, asset management, wealth management, brokerage, financial services or investment banking;
- (b) has been the subject of material criminal or regulatory proceedings or investigation;
- (c) in the reasonable opinion of the Bank would not be able to satisfy the performance or financial obligations of the Supplier under this Agreement; or
- (d) in the Bank's reasonable opinion would have adverse reputational implications for any entity of the Bank Group; and

“VAT”

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

1.2 In this Agreement, unless the context otherwise requires:

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

2. Term

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

2.2 [Consider any renewal term options agreed commercially between the parties]

3. Performance of Services

Services

3.1 The Supplier shall perform the Services in accordance with the Service Levels and the terms of this Agreement and in compliance with Good Industry Practice, in consideration for the Fees as set out in Schedule 2 (Fees). The Supplier shall not carry out any additional duties or responsibilities unless directed by to do so by SBM’s Designated Representative.

3.2 Within thirty (30) days of the Commencement Date, the Supplier shall inspect the Plant and Equipment and report any malfunctioning equipment, products or systems, whether readily identifiable or not, to the Bank.

3.3 For the avoidance of doubt, the provision of the Services by the Supplier, in consideration for the Fees as set out in Schedule 2 (Fees), shall include *inter alia* the (a) proactive comprehensive planned preventative and reactive maintenance, condition based maintenance, and operation of the Plant and Equipment and (b) supply and delivery of all spares, materials, repairs, supply of all consumables and labour required (including but not limited to, parts and components required through use or fair wear and tear) for the Supplier to attain the required Services.

3.4 Notwithstanding Clause 3.3 above, the following shall not be included in the Services:

3.4.1. repair or replacement due to Force Majeure Event;

3.4.2. repair or replacement due to misuse of Plant and Equipment by Third Parties who are not in any way connected with the Bank;

3.4.3. repair or replacement due to vandalism or malicious acts by Third Parties who are not in any way connected with the Bank;

3.4.4. those items of Plant and Equipment which are excluded or which are to be replaced by the Bank (but not their replacements) which may from time to time be identified;

3.4.5. external and internal builders work (unless it is relevant to the replacement of Plant and Equipment under this Agreement); and

3.4.6. any Additional Works.

- 3.5 The Bank reserves its right (at its own expense save where caused by the default of the Supplier and without prejudice to the Bank's rights) to supplement, amend, add or to omit items from the Services and/or to use the services of Third Parties as it may deem fit, keeping the Supplier fully informed of such action.
- 3.6 In the event that the Supplier underperforms, resulting in a backlog of planned preventive maintenance work, the Bank reserves the right to reduce the monthly payment/fees payable for planned preventative maintenance in proportion to the percentage of planned tasks not executed, as agreed by the Parties from time to time. In the event of any backlog not being cleared within a maximum of two (2) months from the failure to carry out planned preventative work, the Bank reserves its right to impose a five percent (5%) reduction in the monthly payment for planned preventative works. This is in addition to withholding payment for the tasks not completed.
- 3.7 In the event that sub-contractors are required (whether specialist or not) ("**Sub-contractors**"), in order to perform the Services, the Supplier shall appoint such sub-contractors, subject to the Supplier (a) providing the Bank with full details of proposed sub-contractors, as the Bank may require; and (b) receiving the prior approval of the Bank prior to the appointment of such sub-contractors.
- 3.8 For the avoidance of doubt, no additional payment shall be required by the Bank with respect to Sub-Contractors and such payments shall be included in the Fees (other than for Additional Work).
- 3.9 The Supplier hereby acknowledges and accepts full responsibility for any Sub-contractor whom the Supplier may appoint to carry out its obligations under this Agreement, including but not limited to, providing attendance and monitoring the performance of the Sub-contractor.
- 3.10 The Supplier shall ensure that the Sub-contractor shall diligently and efficiently fulfil Services allocated to the Sub-contractor and complying with any obligations imposed upon the Supplier, in accordance with this Agreement, including but not limited to, compliance with the relevant Health and Safety Legislations and Environmental Legislations.
- 3.11 The Bank may, from time to time, request the Supplier to provide a report on any sub-contractor's performance. The Supplier undertakes to provide the report within two (2) days of such request. Any lack of performance by sub-contractors shall be deemed to be the responsibility of the Supplier. The purpose of such report to identify any issues/defects and for the Bank to inform the Supplier to take appropriate actions to remedy such issues/defects before the Plant and Equipment is affected.

Service Levels and Service Credits

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

- (a) the Supplier shall advise the Bank's Designated Representative as soon as reasonably practicable of the failure or potential failure and of the steps that the Supplier will take to fully remedy the failure or, as applicable, to prevent the failure from occurring;
 - (b) without prejudice to the Bank's other rights and remedies, the Supplier shall if requested to do so by the Bank:
 - (i) pay the Bank the appropriate Service Credits where the Supplier fails to perform the Services in accordance with the Service Levels; and
 - (ii) to the extent that re-performance of the Services is possible, re-perform the Services in relation to which there was a failure at no additional cost to the Bank; and
 - (c) without prejudice to the Bank's other rights and remedies, the Bank may:
 - (i) until such time as the failure has been remedied and the Services to which the relevant failure relates are being performed in accordance with the Service levels (either by the Supplier or, in accordance with clause 3.12(c) (ii), by any Third Party), withhold any Fees that relate to the Services to which the relevant failure relates; and
 - (ii) in any circumstance where the Bank has requested the Supplier to re-perform the Services in accordance with clause 3.12(b) (ii), and the Supplier has been unable to re-perform the Services within a reasonable time, arrange for re-performance of the Services by a Third Party and all costs associated with the re-performance of the Services by the Third Party shall be payable by the Supplier.
- 3.13 Subject to clauses 3.4 and 3.5, the amount of any Service Credits payable under clause 3.12 will be calculated in accordance with Schedule 1 (Services). Service Credits may be recovered by the Bank as a credit against the next invoice which may subsequently be due for issue under this Agreement or, if no such invoice is due, as a debit due by the Supplier and payable within thirty (30) days of demand.
- 3.14 The payment of any Service Credits is without prejudice to the Bank's other rights and remedies for the Supplier's failure to meet any Service Level.
- 3.15 The Parties agree that the payment of Service Credits is not onerous or a penalty and is a genuine pre- estimate of loss likely to be suffered by the Bank in respect of a failure of the Supplier to comply with any Service Level.
- 3.16 If any failure to meet the Service Levels constitutes a Persistent Failure, then the Bank shall be entitled to obtain such remedies as may be available to it either under this Agreement or otherwise at law and in equity including, but not limited to, the right to terminate this Agreement pursuant to Clause 14 (Termination).

Additional Work

- 3.17 The Supplier shall not proceed with any Additional Work, unless the Bank issues a written request to this effect. In exceptional circumstances, where time is of the essence, the Bank may issue a verbal request, which should subsequently be confirmed in writing by the Bank.
- 3.18 The Supplier shall bring to the attention of the Bank any work not included in the Agreement and considered by the Supplier to be Additional Work. The Supplier in its recommendations and proposals shall, where possible, indicate its charge not to be exceeded for the Additional Work.
- 3.19 In the event that the extent of the Additional Work cannot be determined at the outset, the Supplier shall calculate the charges from the rates for materials, labour (only extra labour used over and above that provided for this Agreement) and specialist sub-contractors, if required.
- 3.20 Separate invoices for Additional Work shall be submitted by the Supplier after the work has been completed and shall be accompanied by complete and comprehensive work sheets stating the precise nature of any issues encountered, the work carried out, materials used and all accompanying invoices, and hours expended (signed off by the Bank's Authorised Representative). For the avoidance of doubt, only the extra labour used may be invoiced.
- 3.21 If the Bank deems, at its sole discretion, that the Additional Work was due to poor performance of the Supplier of its obligations to fulfil the Service, the Bank may withhold payments and/or fees proportionate to such Additional Work, giving the Supplier notice of such poor performance, in order that the Supplier may remedy any defect at his own expense.

Project Works

- 3.22 As part of the upgrading and alteration of the Bank Sites, there may from time to time, be works required to be undertaken for the Bank which are outside the scope of this Agreement, including the Additional Works. The Supplier may be invited to put forward proposals for such project works, which would be undertaken as separate agreements to this Agreement. Prices shall be based on those scheduled in Schedule 2 (Fees).
- 3.23 These works shall 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.
- 3.24 If the Supplier's relevant proposal is successful, the Supplier undertakes that it shall not utilise the same labour earmarked for this Agreement.
- 3.25 For the avoidance of doubt, this Clause shall not in any way be deemed as an obligation for the Bank or an acknowledgment by the Bank that it shall provide any or all project works to the Supplier. Each project work shall be subject to its relevant tender process, as per the rules and regulations applicable to the Bank.

4. Fees, Invoicing and Payment

- 4.1 For any amounts payable by the Bank to the Supplier under this Agreement, the Supplier shall invoice the Bank the Fees to be paid, and the Bank shall pay the Supplier in accordance with the invoicing and payment provisions set out at Schedule 3 (Invoicing and Payment Provisions) to this Agreement, provided that the Bank shall only be liable to pay invoices which are correct and error-free.
- 4.2 All Fees and other sums payable under this Agreement are unless otherwise stated, exclusive of VAT and equivalent taxes in other countries. Any equivalent tax payable in the jurisdiction from where the Services are being provided shall be borne by the Supplier.
- 4.3 Without prejudice to the Supplier's obligations in respect of invoicing set out in Schedule 3 (Invoicing and Payment Provisions), the Bank shall have no liability to pay Fees in respect of Services performed by the Supplier if the Supplier fails to submit an invoice to the Bank within six (6) months after the performance of the relevant Services by the Supplier as may be applicable.
- 4.4 Notwithstanding anything to the contrary in this Agreement, the Bank shall have the right at all times to retain and set off against all amounts due and owing to the Supplier, any amount due and owing by the Supplier to the Bank or any costs or expenses incurred by the Bank as a result of any breach by the Supplier of its obligations under this Agreement, including but not limited to any payment to a Third Party to complete the Services not performed by the Supplier or to rectify a breach caused by the Supplier.
- 4.5 The Supplier acknowledges that the Bank may adjust the Fees, with the prior consent of the Supplier, which consent shall not to be unreasonably withheld, if any of the Services are no longer required by the Bank. If the proposed adjustment is not agreed between the Parties within two (2) months of such discussions starting, the adjusted fee shall be fixed by a Professional Quantity Surveyor or Mechanical & Electrical Engineering Consultants approved by the Bank.
- 4.6 Notwithstanding the above, in the event that there is a change (including but not limited to, closing down of a premises or opening of a new premises) in Bank Sites, the Bank reserves the right to review the Fees and other sums payable under this Agreement.

5. Supplier's Obligations

- 5.1 The Supplier shall:
- (a) provide the Services in accordance with the terms of this Agreement;
 - (b) take care of and keep secure such Bank Documents and return them forthwith to the Bank on the termination of this Agreement. With respect to Fitted/ as made Drawings provided by the Bank to the Supplier, the Supplier shall ensure that such Fitted Drawings are updated to suit any discrepancies or modifications of the Plant and Equipment made by the Supplier and return them forthwith to the Bank on the termination of this Agreement. Where new plant and equipment are installed, the

appropriate details of the new plant and equipment shall be provided by the installer and shall be subject to the terms of this Agreement;

- (c) be appropriately equipped with required logistics, resources and any other amenities for satisfactory execution of this Agreement. A resource deployment plan to be submitted to the Bank to show how the technical team shall be deployed across the different premises/regions;
- (d) at all times, in the performance of its obligations under this Agreement, comply with the applicable laws of Mauritius, the relevant rules and regulations set out by the relevant regulatory authorities and obtain and maintain all the required licences and/or consents to perform the Services;
- (e) grant access to the representatives of the Bank to all information which may be required for the purposes of monitoring the achievement of the Services; and
- (f) with the exception to emergency works, all visits to site shall be planned in advance with the Bank's Designated Representative. A programme of works shall be submitted to the Bank's Designated Representative.

5.2 The Bank Sites shall be limited to the contractual duties of the Supplier as set out in this Agreement and the Supplier shall ensure that its Personnel, whether visiting or working, shall possess a clean and valid(not more than 2 years after the date of issue) certificate of character, wear the appropriate uniform and clearly display the company's identification, in order to gain access to the relevant Bank Site to perform the relevant Services.

5.3 The Supplier shall not carry out any additional duties or responsibilities, other than those set out in this Agreement.

6. Bank's Obligations

6.1. The Bank shall:

- (a) grant the Supplier reasonable access to the parts of the Bank Sites for the purpose of carrying out its obligations under this Agreement, including any examinations that may be necessary during normal working hours. For operations outside normal working hours, the Supplier shall ensure that prior arrangements are made with the Bank's Designated Representative or such other person as nominated by the Bank's Designated Representative. The Supplier shall limit itself to particular access routes within the Bank Sites as designated by the Bank's Designated Representative. These particular access routes shall be clearly defined by Bank's Designated Representative. These access routes may, however, be altered from time to time by the Bank and duly notified to the Supplier. The Supplier shall accommodate such changes at no extra cost to the Bank;

- (b) make available to the Supplier relevant administration and operating documents in the Bank's possession in connection with this Agreement, including Fitted Drawings (the "**Bank Documents**");
- (c) as soon as reasonably possible following the Supplier's reasonable request, provide the Supplier with such information concerning the Bank operations and activities as may be reasonably necessary in the Bank's opinion for the Supplier to comply with its obligations under this Agreement;
- (d) make available allocated parking facilities to the Supplier at the Bank Sites, if available. For the avoidance of doubt, priority for parking facilities shall be for the Bank's customers and any vehicle parking is solely at the discretion of the Bank's Designated Representative or such other person nominated by him. Any of the Supplier's vehicles parked at the Bank Sites must be easily identifiable by the personnel of the Bank, by displaying some form of identification.

In the event of an abnormal load due to arrive at any Bank Site, the Bank's Designated Representative or such other person nominated by him, should be informed in writing so that appropriate arrangements shall be made.

Any vehicles parked within the Bank Sites are parked at their owner's risk. The Bank reserves the right to search any vehicle on the Bank Sites at any time. Persons who are not willing to permit their vehicles to be searched may not bring them on to the Bank Sites; and

- (e) remain responsible for the general security of the Bank Sites at all times. The Supplier shall, at all times, comply with the Bank's security requirements, instructions and regulations in respect of each Bank Site.

7. Personnel

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

7.2 The Supplier shall:

- (a) vet all Personnel, assess their suitability and morality (valid and clean certificate of character and ensure that the Personnel hold valid licenses to perform the duties;
- (b) prior to any Personnel commencing operations at the Bank Sites, the details of such Personnel shall be submitted to the Bank for assessment. The Bank shall grant its approval in writing following examination of the CV and appropriate background checks. The same approval procedure shall be required for any contractors and sub-contractor's personnel, which may be required, from time to time;

- (c) ensure that the Personnel abide by all of the provisions of this Agreement which impose obligations on them, including any requirements, instructions and regulations in respect of maintenance and repairs of Plant and Equipment, mechanical and electrical systems;
- (d) forthwith replace any member of its Personnel with reasonable cause, concerned with the Service Level should the Bank, in its absolute discretion require;
- (e) ensure that the Personnel is suitably qualified and trained, and perform their obligations in an efficient, competent and workmanlike manner, with due diligence, exercising the skill and care expected of an experienced Supplier and in accordance with Good Industry Practice;
- (f) in the event of Supplier intends to change any of its Personnel for whatever reason, the Supplier shall give the Bank three (3) months' advance notice in writing.

However, the Supplier shall ensure, as far as possible, that there is continuity of employment of the Personnel (whether the Contract Manager and the Maintenance Supervisor or any other Personnel), for the smooth operation of the Agreement. The Supplier shall ensure that the employment agreements entered into with the Contract Manager and the Maintenance Supervisor provides that they both remain on the site as Contract Manager and Maintenance Supervisor respectively for a minimum period of twelve (12) months. The Supplier is to make available to the Bank a copy of the employment agreement entered to between the Supplier and the Contract Manager and the Maintenance Supervisor respectively, with their prior consent;

- (g) ensure that the Personnel are aware of the Bank's evacuation procedures and the particular requirements for each Bank Site, prior to providing the Services;
- (h) ensure that all Personnel, and any visiting contractors and subcontractors (including deliveries) notify the security staff upon arrival and sign both "In" and "Out" in the relevant logbook located at each Bank Site;
- (i) ensure that all Personnel are provided with suitable methods of communications, which shall be either in the form of smartphones or other mobile communications equipment, and shall ensure that the Personnel respond to calls and messages in a timely manner, paying particular attention to the minimum call out response times detailed in this Agreement. The Supplier shall ensure that telephone numbers and email addresses of the Personnel are submitted to the Bank's Designated Representative, or such other person designated by him and updated on a monthly basis and that any change in such telephone numbers and/or email addresses are communicated to the Bank's Designated Representative as soon as possible;
- (j) ensure that at the end of each business day, a log sheets containing the details of the work/nature of maintenance require and the names of the Personnel assigned to carry out the work are sent to the Bank via email;

- (k) ensure that the Personnel shall adhere strictly to the “No Smoking” signs at the Bank Sites. Should any of the Personnel be found smoking in any part of the Bank Sites, such Personnel may be reported by employees of the Bank to the Supplier and requested to vacate the relevant Bank Site;
- (l) ensure that its Personnel (including any sub-contractors) shall not consume and/or bring on any Bank Site, any drug or intoxicating liquor. Any Personnel under the influence of any drugs or intoxicating liquor shall not be allowed on any Bank Sites. The Bank’s Designated Representative or such person nominated by the Bank’s Designated Representative shall have the right to remove forthwith from site any person infringing this rule;
- (m) assess the manning levels necessary to achieve the requirements of the Agreement and these shall be recorded in the Invitation to Tender. The Supplier shall at all times provide sufficient resources to provide adequate monitoring and operation of Plant and Equipment, and adequate cover for emergency situations. The Supplier shall also ensure that absenteeism shall be avoided, as far as possible. Should the Bank decide, in its sole discretion, that the level of manpower is inadequate to fulfil the requirements of this Agreement then the Supplier shall increase the number of operatives to the level required by the Bank at no extra charge. Any increase in Personnel shall be mutually agreeable between both Parties, however, if the Bank has clearly demonstrated the requirement for extra Personnel, then the Supplier shall not unreasonably object to any increase;

For the avoidance of doubt, due to the distribution of the Bank’s Sites throughout Mauritius, the Bank Sites have been divided into four regions. As such, the Supplier shall ensure that its labour force is planned in such a way as to assign a sufficient number of its mobile Personnel to the various regions; and

- (n) ensure that the Personnel does not do any acts or omissions which may result, in the opinion of the Bank, in damage to the reputation, food name and market perception of the Bank;
- (o) forthwith notify the Bank in the event of injury or death occurring while carrying out the Services and confirm full details in writing to the Bank without delay;
- (p) notify the Bank in advance prior to visiting the Bank Site and shall ensure that the personnel wears a security pass at all times;
- (q) be conscious of the fact that areas for workshops or storage and catering facilities or offices will not be allocated to the Supplier;
- (r) ensure that fuel and power are used only in connection to this Agreement and in line with the applicable legislations;

- (s) not make any connections to, or in any way interrupt any electrical supply, steam, gas, compressed air, water or other piped supply without the prior written consent of the Bank; and
- (t) shall not bring any camera, photography or video equipment, radio, tape recorder, CD player or television on Bank Sites without the prior written consent of the Bank.
- (u) Shall not photograph or video record any premises or part of the premises prior to approval from the Bank's designated representative

7.4. The Supplier's Designated Representative shall:

- (a) be responsible for the management and administration of this Agreement and shall be the primary contact person for the Bank;
- (b) be responsible for instructing and directing the Personnel. In order that the Bank has an alternative contact person in case of the Supplier's Designated Representative not being available, the Supplier shall ensure that the Supplier's Designated Representative shall be assisted by a named person who shall have dedicated day to day knowledge of the performance of the Agreement;
- (c) be responsible for providing the Supplier's Personnel with all necessary resources, materials and information for the carrying out of their duties and for ensuring that safe working practices are followed;
- (d) in the event that there are Personnel resource issues either during or outside normal working hours, the Supplier's Designated Representative shall be responsible for rectifying such issue and informing the Bank's Designated Representative as soon as possible of any change or continuing issue;
- (e) 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 international norms and standards, including but not limited to, British Standards and European Codes, and to prolong its operating life;
- (f) have overall responsibility for the work of all of the Supplier's Personnel for the execution of the work and for ensuring maintenance Personnel are properly trained;
- (g) be responsible for laying down the maintenance procedures to be followed in accordance with all operating and maintenance manuals, the minimum maintenance tasks specified within the Agreement, statutory or regulatory requirements, manufacturers' recommendations and any other recommendations that become necessary from time to time;
- (h) develop dynamic testing procedures in order to achieve a predictive maintenance technique with as many plants as possible.

- 7.5. The main activity of the Maintenance Supervisor shall be to undertake the operation of the Plant and Equipment, and the planned maintenance work according to the programme (the “**Programme**”) agreed, from time to time, with the Bank’s Designated Representative or any nominated person. The Supplier shall comply with the Programme, ensure that its Personnel complies with the Programme and shall ensure that sufficient resources and/or Personnel are provided so that no significant work backlog builds up. Any issue with respect to the Programme shall be reported weekly to the Bank’s Designated Representative or any nominated person. The planned work backlog shall not exceed 10% of the monthly Programme, unless there are specific circumstances agreed by the Bank and the Supplier causing a greater backlog than this.
- 7.6. The Bank reserves the right to refuse to admit, or remove from, any premises occupied by or on behalf of it, any Personnel whose admission or presence would, in the Bank opinion be undesirable or who represents a threat to confidentiality or security or whose presence would be in breach of any rules and regulations governing the Bank’s own staff, provided that the Bank notifies the Supplier of any such refusal (with reasons why). The exclusion of any such individual from such premises shall not relieve the Supplier from the performance of its obligations under this Agreement.
- 7.7. The Supplier shall indemnify and hold the Bank and each of its Affiliates harmless on written demand in respect of all losses, damages, costs and expenses and other liabilities (including legal fees, disbursements and expenses) incurred by or awarded against the Bank in connection with any claim that any Personnel are or were employees or workers of the Bank, save in circumstances where the Bank offers to employ the Personnel.
- 7.8. The Supplier shall perform and discharge all obligations in respect of the Personnel for its own account. The Supplier shall indemnify the Bank against all Personnel Liabilities arising from the Supplier's failure to perform and discharge any such obligation and against all Personnel Liabilities arising out of or as a result of:
- (a) any act or omission by the Supplier;
 - (b) all emoluments and outgoings in relation to the Personnel (including without limitation all wages, bonuses, PAYE, pension contributions and otherwise); or
 - (c) any statement communicated to or action done by the Supplier to any Personnel which has not been agreed in advance by the Bank in writing.

8. Warranties and Undertakings

- 8.1 The Supplier warrants, represents and undertakes on an ongoing basis that:
- (a) it has capacity, power and authority to enter into this Agreement and its obligations under this Agreement shall be performed by a sufficient number of appropriately experienced, qualified competent, trained and efficient Personnel and in accordance with Good Industry Practice;

- (b) it has all the relevant and valid operating permit/licence as a repair and maintenance company under the relevant legislations and that a copy of the licence has been submitted by the Supplier to the Bank prior to entering into this Agreement with the Bank;
- (c) it shall perform its obligations under this Agreement in compliance with all applicable laws, enactments, orders, regulations, guidance and all Regulatory Requirements and Regulatory Changes;
- (d) there are no actions, suits or proceedings pending or threatened, or any other event, matter, occurrence or circumstance that, to the party's knowledge, challenges or may have a material adverse impact on this Agreement or the ability of the party to perform its obligations under this Agreement;
- (e) it shall comply with the Bank's security and/or safety policy in force from time to time (copy of which will be provided to the Supplier on the Supplier's written request), any safety policies applicable to the Supplier and any Health and Safety Legislations and Environmental Legislations;
- (f) it has taken all reasonable precautions to ensure that, in the event of disaster, the impact of such disaster on the ability of the Supplier to comply with its obligations under this Agreement will be reduced to the greatest extent possible and that the Supplier shall ensure that it has appropriate back-up arrangements in place;
- (g) it has, and shall continue to have, the full power and authority, without the need for any consents, approvals or immunities, not yet obtained, to provide the Services and perform all of its obligations under this Agreement;
- (h) receipt of such Services, will not constitute an infringement, misappropriation, violation or unlawful use or disclosure of any Intellectual Property Right or other right of any Third Party; and in delivering Services (as applicable), the Supplier shall adhere to quality assurance procedures to ensure that such Services have been delivered in accordance with Good Industry Practice;
- (i) it is not, and has not been, in default of any obligations to which it is subject by reason of membership of any association or body;
- (j) the insurance Policies referred to in Clause 13 are currently in full force and effect and nothing has been done or omitted to be done which could make any Policy void or voidable;
- (k) none of the Policies referred to in Clause 13 is subject to any special or unusual terms or restrictions;
- (l) the statements, undertakings and representations made, and the facts disclosed by the Supplier in the Invitation to Tender are true and accurate;

- (m) other than those matters which have been notified to the Bank in writing, in the one calendar year prior to the commencement of this engagement, it has made no claims against its insurers or any member of its Personnel in excess of One Hundred Thousand Mauritian Rupees (MUR 100,000) per incident and no circumstances exist which are likely to give rise to any such claim; and
- (n) it has used its best endeavours to ensure that no member of its Personnel, has been convicted of any criminal offence nor are they currently charged with any such offence. Submission of clean and valid certificate character is mandatory.

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

9. Intellectual Property Rights

9.1 All Intellectual Property Rights belonging to a Party prior to the execution of this Agreement shall remain vested in that Party.

9.2 None of the Intellectual Property Rights in the Bank's trademarks and brands shall be used by the Supplier for any purpose without the Bank's prior written consent.

9.3 Any Intellectual Property Rights produced as a product of the Services of the Supplier and the rights in other information produced shall vest automatically in and are hereby assigned to the Bank. The Supplier shall at any time execute such documents as may be required to effect such vesting in the Bank.

10. Intellectual Property Rights Indemnity

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

11. Regulatory Indemnity

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

12. Liability

12.1 Neither Party limits its liability for:

- (a) fraud, fraudulent misrepresentation or theft by it or its employees;
- (b) death or personal injury caused by its action or inaction or that of its employees, agents or subcontractors as applicable;
- (c) under Clauses 7 (Personnel), 16 (Confidentiality and Publicity), and 10 (Intellectual Property Rights Indemnity); and 18(Data Protection) or any information security obligations under this Agreement;
- (d) for wilful misconduct;
- (e) abandonment of the Agreement by the Bank or the Supplier;
- (f) to the extent such limitation or exclusion is not permitted by applicable laws;
- (g) any regulatory losses, fines, expenses or other losses arising from a breach by that Party of any law or regulation; and
- (h) a Third Party obtaining unauthorised access to the Bank's Systems except where such access constitutes a technical breach of process which has no adverse effect on the Bank or the Bank's Systems.

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

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

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

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

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

13. Insurance

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

13.1.1. employer's liability insurance; and

13.1.2. professional indemnity with a limit of indemnity of not less than Fifty Million Mauritian Rupees (MUR 50,000,000) in respect of any one claim or series of claims arising out of any one event.

(each a "**Policy**", together the "**Policies**")

13.2. The Supplier shall ensure that the Bank is named on each Policy as an additional insured. The Supplier shall provide to the Bank a copy of all Policies and receipts for the payment of current premiums for the Policies.

13.3. The Supplier shall be responsible for all payments in connection with the Policy referred to in Clause 13.1 (b).

13.4. In the event that the Supplier shall fail to pay any premium which it is obliged to pay pursuant to this Clause 13, the Bank shall be entitled to pay any such premium itself on the Supplier's behalf and deduct an amount equal to any sum so paid by way of set off from the Fees which would otherwise be payable under Clause 4.

14. Termination

14.1 The Supplier may, without prejudice to its other rights or remedies, terminate this Agreement immediately by written notice to the Bank, if the Bank fails to pay undisputed Fees in excess of which are owing to the Supplier within ninety (90) days after receipt by the Bank's Designated Representative of a written notice requiring the Bank to pay such Fees and stating the Supplier's intention to terminate the Agreement delivered after the due date for such payment.

14.2 The Bank shall have the right, without prejudice to its other rights or remedies, to terminate this Agreement immediately by written notice to the Supplier, if the Supplier:

(a) is unable to pay its debts or becomes insolvent;

(b) is the subject of any order made, or a resolution passed for the administration, winding-up or dissolution (otherwise than for the purpose of a solvent amalgamation or reconstruction);

- (c) has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets;
- (d) enters into or proposes any composition or arrangement with its creditors generally; or
- (e) is the subject of any events or circumstances or analogous to the foregoing in any applicable jurisdiction.

14.3. The Bank may, without prejudice to its other rights or remedies, terminate this Agreement immediately by written notice to the Supplier:

- (a) if the Supplier is in material breach of this Agreement (being a single event or a series of events which are together a material breach and including any breach of any information security requirements under this Agreement, breach of a warranty or the assignment of the Agreement to a sub-contractor without the consent of the Bank, and either such breach is not capable of remedy or, if the breach is capable of remedy, the Supplier has failed to remedy such breach within thirty (30) days of receiving written notice requiring it to do so;
- (b) for convenience at any time on giving not less than thirty (30) days' notice;
- (c) for Supplier being in breach of Clause 16 (Confidentiality and Publicity) or Clause 9 (Intellectual Property Rights);
- (d) if any act or omission of the Supplier results in any Regulator notifying SBM that it may consider withdrawing any of the Bank's licences and the Supplier has not rectified such act or omission within a reasonable time or within the time stipulated in any notice from that Regulator (as applicable);
- (e) if the Supplier or any Personnel is committing fraud or attempting to commit fraud in relation to the Agreement;
- (f) if a Force Majeure Event persists for more than thirty (30) days in accordance with clause 17 (Force Majeure);
- (g) if there is direct or indirect change in Control of the Supplier, any parent company of the Supplier, or any material subcontractor to an Unapproved Entity or such a change in Control is pending;
- (h) if the Supplier 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:
 - (i) for doing or forbearing to do any action in relation to this Agreement, or
 - (ii) for showing or forbearing to show favour or disfavour to any person in relation to the Supplier;

(i) if there is a Persistent Failure in accordance with clause 3.11.

14.4. If during the term of this Agreement refurbishment works are carried out to the Bank Sites, the Bank may in its absolute discretion terminate this Agreement, if it considers it is necessary, to carry out effectively the refurbishment agreement.

14.5. Notwithstanding clause 14.1, the Bank reserves the rights to extend the Agreement for a period of six (6) months after the expiry date provided that such extension shall be communicated to the Supplier.

15. Consequences of Termination

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

Exit Management

15.2 Upon:

(a) expiration or termination of this Agreement (or where applicable, the relevant Formal Request);

(b) expiration or termination of the assignment of any Supplier Personnel to any obligations under or pursuant to this Agreement (or where applicable, any Formal Request);

(c) the re-assignment of Supplier Personnel to other tasks or roles; or

(d) the Bank's request the Supplier shall, and shall procure that the Supplier Personnel shall:

(i) immediately, or as otherwise advised in writing by the Bank, deliver up to the Bank, or any Third Party nominated in writing by the Bank, all property belonging to the Bank (including any access credentials such as cards, keys or electronic fobs to the Bank Sites, mobile phones, Confidential Information and Bank Documents) which may be in the possession of, or under the control of, the Supplier or any of the Supplier Personnel (or both of them); and

(ii) ensure that all IT access provided by or on behalf of the Bank to the Bank's systems is fully and properly withdrawn (including changing any passwords or logins) from all Supplier Personnel and that email accounts used by the

Supplier Personnel are immediately terminated. If any such property is in electronic form the Supplier shall provide the Bank with unencrypted copies of the same on magnetic media or, at the Bank's option, via email if such information is capable of transmission by e-mail and shall irretrievably destroy and delete copies so held.

- 15.3 On earlier of expiry or termination of this Agreement (or where applicable, the relevant Formal Request) or the completion of the Services for any reason whatsoever, (but without prejudice to the Supplier's obligations under this Agreement), any property of the Supplier shall be removed from the relevant Bank Site within five (5) Days after the expiry or termination of this Agreement (or where applicable, the relevant Formal Request) or completion of the Services and the Supplier shall be liable for any storage charges and all risk, including loss, damage and theft of such property from termination or expiry of the Agreement (or where applicable, the relevant Formal Request) until the removal of the property of from the relevant Bank Site by the Supplier or the Supplier Personnel.
- 15.4 Upon request by the Bank, the Supplier shall confirm in writing to the Bank that it has complied fully with the provisions of Clauses 15.2 and 15.3 above.
- 15.5 Clause 15.2 shall survive the termination or expiry of this Agreement.
- 15.6 Should this Agreement terminate or be repudiated in whole or in part, the Supplier hereby acknowledges that any approved sub-contractors and/or agents shall have no claim for compensation, no claim for loss of profit, cancellation charge or claim for completion against the Bank.

Defects Assessment

- 15.7 Within fourteen (14) days of expiry or termination of the Agreement, the Bank shall assess if the Plant and Equipment have been maintained in accordance with the Agreement (the "**Assessment**"). Following the Assessment, the Bank shall draw up a list (the "**Defects List**") of all identified defects (the "**Defects**") which shall be provided to the Supplier.
- 15.8 Within fourteen (14) days from receipt of the Defects List, the Supplier shall inform the Bank of any disputed Defects (the "**Disputed Defects**") and provide the Bank with evidence that such Disputed Defects are not attributed to the failure of the Supplier to perform its obligations in accordance with this Agreement.
- 15.9 Within seven (7) days of being informed of the list of the Disputed Defects, together with the relevant supporting documents, the Bank shall provide the Supplier with a revised list of Defects, taking into consideration the Disputed Defects (the "**Revised Defects List**").
- 15.10 Within fourteen (14) days of receipt of the Revised Defects List, the Supplier shall rectify/remedy the Defects, failing which an amount equivalent to repair of such outstanding Defects shall be set off by the Bank against any Fees outstanding by the Bank to the Supplier.

16. Confidentiality and Publicity

- 16.1 From time to time during the Term, Confidential Information may be given by one Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"). The Receiving Party shall treat and keep all Confidential Information as secret and confidential and shall not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 16.2 The Receiving Party shall only use the Confidential Information for the sole purpose of complying with its obligations under this Agreement.
- 16.3 Notwithstanding Clause 16.2, the Receiving Party may disclose Confidential Information:
- (a) to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in Clause 16.2, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party on the same terms as contained in this Agreement. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
 - (b) to the extent required by law or the rules of any applicable regulatory authority, subject to Clause 16.4 below.
- 16.4 If the Receiving Party is required to disclose any Confidential Information in accordance with Clause 16.3 (b) above, it shall promptly, in accordance with the applicable laws, notify the Disclosing Party, so that the Disclosing Party may have an opportunity to prevent the disclosure through appropriate legal means and the Receiving Party shall co-operate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 16.5 If any Confidential Information is copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and, if requested by the Disclosing Party, take such steps as shall be necessary to remedy (if capable of remedy) the default and/or to prevent further unauthorised copying, disclosure or use.
- 16.6 Without prejudice to any other rights or remedies of the Disclosing Party, the Receiving Party acknowledges and agrees that damages would not be an adequate remedy for any breach by it of the provisions of this Clause 16 (Confidentiality and Publicity) and that the Disclosing Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the Receiving Party or its

Agents, and no proof of special damages shall be necessary for the enforcement of the rights under this Clause 16 (Confidentiality and Publicity).

17. Force Majeure

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

18. Data Protection

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

19. Audit

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

20. Assignment, Subcontracting and Re-structuring

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

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

21. Notices

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

To SBM at:

[INSERT ADDRESS]

Fax: [INSERT NUMBER]

Marked for the attention of [ROLE]

CC:

Fax: [INSERT NUMBER]

To the Supplier at:

[INSERT ADDRESS]

Fax: [INSERT NUMBER]

Marked for the attention of [ROLE]

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

22. Whole Agreement

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

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

23. Governance

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

24. General

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

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

- 24.3 **Amendments:** Any amendment of this Agreement shall not be binding on the Parties unless set out in writing, expressed to amend this Agreement and signed by authorised representatives of each of the Parties.
- 24.4 **Severability:** If any term of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction of any other term of this Agreement, or the legality, validity or enforceability in other jurisdictions of that or any other provision of this Agreement.
- 24.5 **Further assurance:** Each Party undertakes, at the request and cost and expense of the other Party, to sign all documents and to do all other acts, which may be necessary to give full effect to this Agreement.
- 24.6 **Costs:** Each Party shall pay the costs and expenses incurred by it in connection with the entering into of this Agreement.
- 24.7 **Publicity:** Without the Bank's prior written consent in each instance, the Supplier shall not: (a) use any name, the Bank's marks, service marks, logo, domain name, website, URL or other identifier of any of the Bank's affiliate; (b) refer to the Bank or identify the Bank or its affiliates (or any related entity) in any publicity releases, interviews, promotional or marketing materials, public announcements, customer listings, testimonials or advertisements; or (c) otherwise disclose the identity of the Bank to a supplier, customer or prospective customer.
- 24.8 **Counterparts:** This Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same agreement, and any Party may enter into this Agreement by executing a counterpart.

25. **Dispute Resolution and Arbitration**

- 25.1 If any Dispute arises out of this Agreement, the Dispute shall be referred to the Designated Representatives, who shall seek in good faith to resolve the Dispute within thirty (30) Days of the issue being referred, escalating it within their respective companies as necessary for this purpose.
- 25.2 Subject to Clause 25.1, should the Parties fail to settle any Dispute amicably in accordance with Clause 25.1, any Party may refer the Dispute to arbitration administered by the Arbitration and Mediation Centre of the Mauritius Chamber of Commerce and Industry (MARC) under the MARC Arbitration Rules.
- 25.3 The arbitration shall be held in the English language.
- 25.4 The seat and venue of the arbitration shall be Mauritius.
- 25.5 The number of arbitrators shall be one.
- 25.6 By agreeing to arbitration in accordance with this Clause, the Parties undertake that the award of the arbitral tribunal shall be final and conclusive and to carry out any award immediately and

without delay, and each Party waives irrevocably its right to any form of appeal, review or recourse in respect of any such award to any state court or other judicial authority, in so far as such waiver may be validly made. Save and except to the extent that an arbitral award provides otherwise, the costs of the appointed arbitrator and any arbitration shall be borne equally by each Party, and each Party shall bear its own costs.

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

26. Law and Jurisdiction

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

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

SIGNED for and on behalf of [*Supplier*]

SIGNED for and on behalf of [*Supplier*]

Signature.....

Signature.....

Name.....

Name.....

Position.....

Position.....

Date.....

Date.....

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

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

Signature.....

Signature.....

Name.....

Name.....

Position.....

Position.....

Date.....

Date.....

SCHEDULE 1

Part A

Services

The Supplier, in liaison with the Bank, as may be required, shall:

1. General Operation

- 1.1. ensure that the Plant and Equipment is maintained in good operating condition and all necessary replacements of and repairs thereto shall be made so that the optimum running costs and operating life of the Plant and Equipment shall be maintained and preserved at all times;
- 1.2. ensure that the operation of the Plant and Equipment are consistent with the standard of care observed by the manufacturer and operated as per the specifications provided by the manufacturer, including but not limited to, the use of original spare parts as specified by the manufacturer, if any repair or replacement is required;
- 1.3. the Bank expects good performance from all Plant and Equipment, including but not limited to, older Plant and Equipment. In the event that the Supplier is of the opinion that due to age and wear and tear the performance of may be lower, the Supplier shall inform the Bank accordingly and discuss and agree with the Bank the lower performance level and/or any remedies to improve the performance;
- 1.4. at all times ensure Plant and Equipment down time is minimized so as not to cause any disruption and/or discomfort and so that the working environment conditions are maintained to the satisfaction and as per the requirements of the Bank's Personnel, at the Bank Sites;
- 1.5. spurious alarms and breakdowns emanating from the Plant and Equipment are minimized. If spurious alarms are experienced these are to be logged and form part of the agenda of the Periodic Coordination Meeting between the Supplier and the Bank. If spurious alarms continue these shall be considered as failure in performance of the Supplier. Reasons for the failure shall be assessed and recommendations made for rectification;
- 1.6. response times to breakdowns and help desk calls are fast and efficient;
- 1.7. ensure that all necessary statutory inspections of the Plant and Equipment are arranged and carried out, as notified from time to time by the Bank;
- 1.8. ensure that maintenance and repairs of the Plant and Equipment are regularly performed (the "**Preventive Maintenance**") and, where necessary, coordinated with specialist maintenance subcontractors for the (a) supply of all parts and consumables and (b) replacement of components and repairs inclusive of any associated civil works such as paint touch up and other related reinstatement works;

- 1.9. ensure that adequate stocks of consumables and spare parts are maintained and when necessary and/or instructed, the Supplier shall replace or repair components of the Plant and Equipment up to the satisfaction of the Bank, giving due consideration to downtime, inconvenience and commercial viability;
- 1.10. ensure that 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;
- 1.11. when instructed, emergency callouts which relate to all Plant and Equipment are responded to as specified in Paragraph 10 below and repairs to Plant and Equipment are effected, in co-ordination with the attendance of specialists necessary to achieve a speedy return to service;
- 1.12. ensure that detailed proactive reporting and logging are carried out, and appropriate feedback and advice is given to the Bank through the setup of a dedicated help desk with a sufficiently qualified and trained help desk operator.
- 1.13. immediately notify the Bank of any occurrence or defect that could give rise to injury to persons or damage to the Bank Sites and/or the Plant and Equipment;
- 1.14. in the performance of the Services, ensure the safety of all occupants and visitors of the Bank Sites;
- 1.15. implement and operate an up-to-date computerized planned maintenance package;
- 1.16. ensure that the Bank is fully aware of the current status of the plant items and distribution network providing the environmental service to all areas of the Bank's Site and the expected "on-line" time for any out-of-service equipment;
- 1.17. confirm or submit a quality assurance certificate in accordance with the latest BS/EN/ISO series or is operating to a system that complies with the requirements of the latest BS/EN/ISO series. Throughout the terms of the Agreement, copies of all documents covering quality audits shall be submitted to the Bank upon its request;
- 1.18. ensure that it is pursuing BS EN ISO 14001:2004 or operating to an environmental Policy that complies with the requirements of BS EN ISO 14001:2004;
- 1.19. on a monthly basis, carry out a quality audits on the maintenance team and their operations, and submit reports thereof;
- 1.20. seek the Bank's prior approval for all work which involves the shutdown of all or part of the Plant and Equipment within the Bank's Site. No extra payment shall be made for carrying out such works if these are to be dealt with outside of the normal working hours;
- 1.21. within thirty (30) days of the Commencement Date of the Agreement, inspect and report to the Bank any malfunctioning equipment, products or systems not otherwise identified and not readily identifiable by visual inspection;

- 1.22. prepare and reinstate the Plant and Equipment at the Bank's Site, as may be required, to enable the Bank's Insurance Surveyors and/or Auditors to carry out their inspections. The Supplier shall assume responsibility for planning and organising arrangements with the Surveyors and/or Auditors which shall be integrated into the planned maintenance scheduling. The Supplier shall notify the Bank of the inspections and dates thereof;
- 1.23. provide technical and supervisory support for mobile staff. In arranging this aspect, the Supplier shall recognise some plant operate on a 24-hour basis and deemed critical to function and therefore the Bank's 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;
- 1.24. be responsible for the introduction, development, implementation and operation of an up-to-date computerised planned maintenance system (the "Planned **Maintenance**"). The Planned Maintenance System shall remain the property of the Bank. The Supplier shall be required, from time to time, to show the Bank that this requirement is being met. This includes completion and updating of the asset registers as necessary which forms a fundamental integral part of the PPM system;
- 1.25. be responsible for keeping a high level of hygiene with respect to water. A full set of records, which are deemed to be the Bank's property, shall be kept by the Supplier detailing the work carried out, the tests performed and the results obtained. The Supplier shall ensure at all times that the water testing regime fully complies with the Occupational Safety and health Act 2005 and any other applicable legislations. For reasons of clarity, a 6 monthly microbiological water testing regime is required approved reputed laboratories and reports of which to be documented and submitted to the Bank;
- 1.26. allow the Bank or its appointed consultant to view a cleaning and disinfection exercise. Should the cleaning and disinfection exercise carried out by the Supplier not rectify the problem, the Supplier shall at its own expense continue to perform the task until the problem is resolved to the satisfaction of the Bank or its appointed consultant. The Bank may employ a consultant to monitor water hygiene;
- 1.27. provide the Bank all forms and records required for recording and certification purposes, as agreed between the Supplier and the Bank, from time to time;
- 1.28. not carry out any repair work or alteration other than maintenance work unless directed by the Bank;
- 1.29. notify the Bank if it uses a specialist contractor to perform the Service;
- 1.30. provide the most modern-cost effective and technological advanced maintenance tools and equipment, meeting any applicable environmental preferability criteria as detailed hereunder: -

- (a) operate with a sound level of 70dBA or less;
- (b) battery-powered equipment shall be equipped with environmentally preferable sealed batteries such as Lithium-Ion, absorbed glass mat or gel cell batteries;
- (c) equipped with vacuums, guards and/or other devices for capturing fine particulates;
- (d) designed with safeguards, such as rollers or rubber bumpers, to reduce potential damage to building surfaces; and

1.30 as and when instructed by the Bank, perform diversionary work (space planning) to the Bank Sites. These works relate to the operation of the building where occupants move in and out or modify their office layouts.

2. Operating Hours

2.1 The Supplier undertakes to provide the Services mentioned in this Agreement on a 24-hour a-day, seven-day-a-week basis, or as informed, from time to time, by the Bank.

2.2 The Plant and Equipment shall be required to operate at all times, or as agreed by the Bank. Subject to the Plant and Equipment being out of service and undergoing maintenance work, any Plant and Equipment down time shall be logged and shall be reported under Schedule

3. Replacement of Plant and Equipment

3.1 If during the term of the Agreement, there are refurbishment/ renovation works being carried out within the Bank Sites, the Supplier shall only provide the Services in relation to the areas that are not affected by the refurbishment/renovation. Such areas shall be identified by the Bank and shall be communicated to the Supplier in writing.

3.2 Where in the view of the Bank, a Plant and Equipment require complete replacement, the Bank may provide the Supplier a 14 days' notice to remove the item from the scope of the Agreement and instruct another supplier to effect the replacement. The Supplier shall co-operate with such supplier as may be necessary for the proper execution of the replacement and subsequently, if relevant, co-operate with the supplier for any post-replacement maintenance period. Following completion of the replacement, the Bank may provide the Supplier a 14 days' notice to include the replacement item back within the scope of this Agreement in which event the Supplier shall comply with any requirements/restrictions of any guarantee(s)/warranties from the manufacturer and/or installer to the extent notified to the Supplier 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.

4. Plant Operating and Design Standards

4.1. All Plant and Equipment shall be maintained, and operated wherever possible within the Supplier's control, to achieve the following standards, or as near as is practicable to these standards (any recorded deviations must be reported).

External Design Parameters	Summer Mean Max	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 Max	17°C
Internal Areas	Offices, banking halls meeting rooms, other occupied air-conditioned areas	22°C ± 1.5°C dry bulb, 50% ± 20% relative humidity
	Data centre	22°C ± 1.5°C dry bulb, 50% ± 10% relative humidity
	Non-air-conditioned areas	Uncontrolled
Staircases & Lobbies	Uncontrolled	n/a
Plant Rooms	Natural/forced ventilation	n/a
Toilets	Minimum Natural/forced ventilation,	10 air changes per hour
Hot Water Services	Hot water stored	60°C
	Hot water taps not less than	50°C after 2 minutes
	Cold water stored not greater than	20°C
	Cold water taps not greater than	20°C
Supply Air	Offices	16 l/s per person
	Kitchens	Minimum 20 air changes per hour; negatively pressurised to prevent migration of smells and filtered according to ecologically acceptable standards
Heat Load Densities	Lighting	15W/m ²
	Small power	30W/m ²
	Occupancy	10W/m ²
Noise Levels	Ventilator Plant	NR65
	Tank Room	NR65
	Electric Rooms	NR65
	Storage	NR45
	Workshops	NR45
	Corridors in Basements	NR50
	Chiller Rooms (Chillers not running)	NR70
Internal Areas	Dealing rooms	NR38
	Offices	NR35
	Meeting/conference rooms	NR30
	Reception area/common areas	NR45

4.2. These standards are to be maintained within the designated areas at all times. Some of the Bank Sites operate for 24 hours a day, 365 days a year.

5. Description of system to be maintained

5.1. The Supplier shall have access to all appropriate drawings and specifications to assist with carrying out the duties.

5.1.1. ATM and Premises

5.1.1.1. Each of the Bank's building is to be treated as a separate entity. A majority of these buildings are owned by the Bank, the remaining properties are rented. The list of the premises is set out in Schedule 5 (Bank Sites).

5.1.1.2. The mechanical services comprise of air conditioning, hot and cold-water services, firefighting equipment and standby generators. Offices, banking halls and common areas are generally air conditioned by split or cassette type air conditioning units. In some instance, air-conditioning is supplied via a central plant. There is no treatment of the supplied air. Data centres are provided with conditioned air from a central dedicated plant. Operating conditions are in accordance with those criteria specified in clause 4.1 and 4.2 of the Agreement. The standby diesel generators are located within plant areas.

5.1.1.3. The electrical services comprise three main coded services: raw power from the CEB supply, essential power supplied from the generators and critical power supplied from the UPS's and generators.

5.1.2. Schedule of Major Mechanical and Electrical Plant Items

Mechanical Plant

- Pressurisation units
- Pumps
- Calorifiers
- Chillers
- Condensers
- Compressors
- Storage Tanks
- Plumbing Services
- Air handling units
- Air conditioning units (wall, ceiling, cassette type)
- Ventilation Supply Systems
- Ventilation Extract Systems
- Ducted Air Systems
- Humidifiers
- Fan Convectors
- Fan Coil Units
- Supply fans
- Extract fans
- Water Softener

- Chemical water treatment
- Rain and wastewater systems
- Drains
- Gutters
- Catering Equipment
- Lifting equipment
- Variable refrigerant volume (VRV)
- Variable Air Volume (VAV)

Electrical

- HV distribution
- LV distribution
- Control Panels
- Small Power Distribution
- Internal lighting
- External lighting
- Earthing
- Lightning Protection system
- Electrical Risers
- Fire Alarm systems
- Standby Generators
- UPS equipment
- Signage boards

Fire Services

- Dry Riser system
- Fire dampers
- Sprinkler system
- Fire Hose reels/Hydrants
- Fire extinguishers

Public Health

- Sump pumps
- Drainage
- Sanitary fittings
- Distribution
- Sewerage systems

Exclusions

- TV Systems
- IT equipment
- IT accessories
- Data systems

- Audio-Visual display equipment
- Vending Machines
- Security Systems

5.1.3. Priority of responses

The priority for maintaining the operation of equipment and services shall be:

PRIORITY 1: (Within 1 Hour)	Fire detection, alarm and protection systems, UPS and stand-by generation systems and potential hazard to health and safety
PRIORITY 2: (within 2 hours)	Essential services (Including air conditioning) to Computer Rooms and Dealing Rooms including power, chilled water, air conditioning.
PRIORITY 3: (Same day)	Normal building services to offices and areas including power, lighting, air conditioning, heating, cold water etc.

6. Planned Maintenance System

6.1. The Supplier shall be responsible for the provision and operation of an up-to-date windows based computerised Planned Maintenance System which incorporates the programmed maintenance of plant and equipment, in accordance with the specified Maintenance Specification, as set out below, associated operational requirements and the HVAC Guide Parts 1 – 5. The system shall 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 including verification of white goods

Options

- Invoice Control
- Stock control
- Purchase orders

6.2. The Planned Maintenance system shall be operated by fully trained personnel with an in-depth knowledge of mechanical, electrical and plumbing systems, 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 business core hours, i.e. Monday – Friday 08:00 to 17:00. 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 Ltd at the conclusion of the contract period. The hardware shall be provided by the Bank upon receipt of system requirements from the Supplier.

- 6.3. Should this Agreement be terminated prior to the end of Agreement, the Supplier shall ensure that all data is up to date and entered in the Planned Maintenance System.
- 6.4. The Supplier shall, in conjunction with the computerised maintenance system, operate a help desk facility. The help desk shall represent the primary point of contact for the Bank. The help desk operator shall be a dedicated individual. The help desk operator shall be fully trained personnel with an in-depth knowledge of mechanical, electrical and plumbing systems, with a deputy in the event of leave, absenteeism etc. The help desk shall operate in accordance with the hours stated in this clause. The service shall be backed up with a 24-hour answer service that shall strictly be operated out of hours. The answering service shall incorporate What's App and text messages requesting callers to state the reason for their call, time and date. The message will also advise caller of an alternative contact number to be used only in extreme emergencies.
- 6.5. 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 the Bank 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 5.1.3 above (Priority of Response). The system shall be fully auditable, the Supplier shall submit statistic to the Head of Facilities Management, Facilities Management Department in monthly meetings to monitor reaction times. A manual system shall be implemented immediately, with the computerised system operating within 30 days.

7. Repairs and Replacement

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

8. Major Breakdown Incidents

- 8.1. The Plant and Equipment shall be maintained so as to avoid any major breakdown and repetitive call outs. The reporting arrangements shall adequately account for underlying reasons giving rise to these breakdowns.
- 8.2. If there are any repair or replacements due to accidental damage by third parties or by acts of vandalism, then the Supplier shall immediately notify the Bank in writing such work as found to be necessary in order that the Bank 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 the Bank.

9. Removal of Materials and Disposals

- 9.1. In the event of repairs or replacement of redundant equipment being carried out under this Agreement the Supplier shall arrange for the removal of any parts or materials from the Bank Sires and leave in a tidy condition. All such parts and materials shall remain the property of the Bank.
- 9.2. All materials being removed for disposal shall be disposed of fully in accordance with the waste disposal regulations, environmental regulations and local authority requirements.
- 9.3. All rubbish, debris and equipment shall be removed from site and all areas left in a clean and tidy state upon completion of works.

10. Emergency Callouts

Emergency callouts are defined as unexpected work that may arise from time to time which will require immediate attention. The Supplier shall be required to identify such work and to respond in a cost-effective manner to restore the Plant and Equipment to safe working order. Response to emergency call outs shall generally be in accordance with the requirements of clause 5.1.3 (Priority of Response).

10.1. Emergency Work of Immediate Necessity

In the event that the Supplier or its Personnel consider the emergency work is necessary and that such work to be provided that the Day Work Charges (when agreed by the Bank to be an additional fee) as defined shall never exceed the Emergency Work maximum specified. In the event that such work is considered necessary the Supplier will use his best endeavours to advise by the Bank as soon as possible of the emergency and the work he proposes to carry out.

10.2. Emergency Work Requested by the Bank

The Supplier shall respond to a request by the Bank at any time for emergency maintenance to the Plant and Equipment specified in this Agreement. The Supplier shall use its 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. The Bank shall classify the priority of the request.

10.3. Emergency Call-Out Response

- 10.4. The Supplier shall recognise the Bank's requirement for a ONE HOUR response for those items deemed as priority at any one time. All other equipment shall have a 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 Supplier failing to respond within the aforementioned time period the Bank shall be fully entitled to employ another organisation to undertake all necessary remedial work with the Supplier 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.

11. Energy Targeting

Shall be required to maintain an energy monitoring and targeting system so as to allow all energy costs to be adequately controlled. Any recommendations for reduction of energy consumption at any of the Bank Sites shall be brought to the attention of the Head of Facilities Management, Facilities Management or any nominated person for further discussion and possible implementation.

12. Consumables and Spares

12.1. Consumable

12.1.1. The Supplier shall provide the following consumable items for all appropriate equipment contained mentioned in this Agreement. Consumables shall be of good and heavy-duty quality and replaced in compliance with the manufacturers' recommendations.

- Filter (strainers) inclusive of gaskets
- Manometer fluid, pipework 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
- Valve packing and seals
- and 2 port valve gland seals
- Pipework gaskets
- Angle and Ball valves and tap washers
- Bottle traps
- WC Pan adapters
- All cleaning materials/chemicals/oils/lubrication/rags
- Dosing Chemicals - Heating/Cooling Systems
- Treatment Chemicals - CWS, HWS Systems
- Lamps to all Landlords areas of the Bank Sites
- Internal and external LED bulbs(excluding complete replacement of light fittings for inbuilt luminaires) – a schedule of luminaire will be shared with the supplier upon award of the contract for like replacement

12.1.2. The Supplier shall be responsible for all the associated costs within the Agreement, including but not limited to costs and expenses of consumables. All materials should comply with the statutory requirements of the applicable legislations.

12.2. Strategic Spares

Strategic Spares are defined as spares necessary to prevent any plant item essential for the continued business operations of SBM Ltd being out of use for in excess of 2 hours. The Supplier shall provide a list of Strategic Spares considered necessary for the Plant and

Equipment in order that this may be discussed with the Bank. The Supplier shall 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.

12.3. Future Replacement of Plant and Equipment

On the establishment of this Agreement, the Supplier shall assist the Bank with a forecast of the costs not included in this Agreement which the Bank 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.

12.4. Record Drawings and Operation and Maintenance Manuals

- 12.5. The Supplier 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 the Bank 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 the Bank, and any so issued shall be accounted for and returned. Any sensitive plans or drawings or documents must remain on the Bank Sites where arrangements will be made for them to be viewed, and worked on if necessary, under controlled supervision.

13. Permit to Work and Hot Work Permit

- 13.1. The Bank operates a Permit to Work and Hot Works permit system, whereby all works undertaken by the Supplier are rigidly controlled to ensure that safe working conditions are maintained throughout the job. The Supplier 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 equipment;
- Work involving the removal of guards from plant and equipment;
- Working with or removing asbestos or other deleterious materials/substances;
- Working at heights;
- Working in confined spaces;
- Any other works as agreed between the Supplier and the Bank e.g. disconnecting/reconnecting pipes, pipe fittings, or components in electrical, water, air or other systems.

13.2. Permits are not limited to the above and are required for all works executed within the Bank Site's on Plant and Equipment which are the responsibility of the Bank. This shall include provision of attendance as necessary.

14. Access to Restricted Areas

Access to restricted areas (such as but not limited to Vaults locked risers, information technology/communications areas or sensitive/secure areas as defined by the Bank) shall only be permitted upon the Bank's written approval.

15. Retention

At the end of the Agreement the last monthly payment for the maintenance and operations for the Bank Sites shall be retained by the Bank. Within the last 60 days of the Agreement period, a joint inspection of the Bank Sites shall be undertaken by the Bank and the Supplier 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 Supplier, and should this be agreed by the Bank, the costs of any such remedial work shall be deducted from the retention monies.

16. Operations

16.1. Mechanical System

16.1.1. The Plant and Equipment shall be required to operate during the core operating hours as defined in the Invitation to Tender, together with any extensions to the operating hours as agreed to and directed by the Head of Facilities Management or any 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 Weekly Meeting.

16.1.2. Subject to the design parameters, the internal temperatures to be maintained during at all times as specified by the requirements laid down above under clause 4 above shall apply. Similarly, hot water storage and supply criteria, and cold-water 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.

16.2. **Electrical System**

16.2.1. All mains, sub mains and small power distribution systems are to be maintained and tested in accordance with but not limited to the technical specification, IEE Wiring Regulations requirements and the British Standard BS 7671.

16.2.2. All lighting systems (internal and external systems) on Bank Sites are to have lamps replaced immediately on lamp failure. Besides, a cyclical maintenance programme for lighting has to be established for all the premises. A programme for annual lamp and luminaire cleaning should be instigated as a part of this Agreement. The Supplier is to carry out minimum monthly 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 Agreement.

16.2.3. The emergency lighting 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.

16.2.4. Fire Alarm 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. The maintenance of fire alarm systems in renovated service units including Archives Coromandel will be done by a third contractor. The supplier has the responsibility to carry out monthly inspection and maintain the fire alarm system in the other remaining service units /premises. For reasons of clarity, the supplier has the responsibility to carry out the first level intervention during a faulty operation or alarms. The supplier is also expected to liaise and assist with the third-party contractor to remedy the situation for the renovated premises.

16.2.5. The Supplier shall be responsible for undertaking the visual and physical tests necessary to comply with the Electricity at Work requirements, and for tagging all inspected equipment. Responsibility for IT equipment includes the power supply lead, but not the equipment itself. It is estimated that there are upward of 2,000 items to be tested. The Supplier shall keep records of all the Portable Appliance Test results in an appropriate format to be agreed with the Bank.

- 16.2.6. The Supplier shall ascertain that the diesel level of the generator equipment is up to the required make for continuous 8 hours operations in case of main failure and assist in the filling exercise (inclusive of transportation to the plantroom areas); where necessary the diesel is supplied by the Bank.
- 16.2.7. The Supplier shall ensure that the public health systems are maintained and tested in accordance with the agreement requirements. The Supplier shall also arrange for the cleaning of the sewer system and emptying of any septic tanks, as required, taking into account the Health and Safety issues.
- 16.2.8. The Bank's fire protection systems shall be maintained and tested in accordance with the Agreement requirements and meeting any statutory requirements. Failure of monthly tests will be considered a performance failure and reported at the periodic meeting.
- 16.2.9. The Supplier shall be responsible for the maintenance of all items associated to the normal operations of the UPS. Duties will include monthly inspection of the UPS system and liaising with the third-party contractor for any faults. The Supplier shall note that no equipment is to be connected to the UPS without the approval of the Bank. The Supplier is to note that the UPS are essential equipment for the sound operations of the core business for SBM Ltd and should be closely monitored and maintained as part of this Agreement. The UPS system is being maintained by a third-party contractor. However, the supplier has the responsibility to carry out monthly inspection and attend the first level intervention and liaise with the third-party contractor to remedy the situation
- 16.2.10. The Supplier shall be responsible for the maintenance of all items associated to the normal operations of the standby generator sets. Duties will include timely refuelling and monthly inspection of the coolant and battery cranking voltage amongst The Supplier shall note that no equipment is to be connected to the essential DB without approval of the Bank. The Supplier is to note that the standby generator sets are essential equipment for the sound operations of the core business for SBM Ltd and should be closely monitored and maintained as part of this Agreement. The standby generators are being maintained by third-party contractors. However, the supplier has the responsibility to carry out our monthly inspection and attend the first level intervention and liaise with the third-party contractor to remedy the situation

16.3. **Periodic Tests**

- 16.3.1. Control of Legionellosis (including Legionnaires Disease) is to be carried out strictly in accordance with the Occupational Safety and Health Act 2005. Records and Certificates of all Water Treatment must be scrupulously documented and maintained and held available for immediate inspection.
- 16.3.2. The Supplier shall be responsible for testing the alarm once a week, and for conducting a full maintenance procedure. Sprinkler system testing shall be in accordance with the latest applicable legislation.

16.3.3. The Supplier shall be responsible for conducting a monthly test procedure, under the direction of the Head of Facilities Management or any nominated person.

16.3.4. The basic maintenance tests/activities shall consist of, but not limited to the following scope:

Description	Frequency
Verification of External and internal Lighting and making good	Monthly including monthly night checks
UPS	Inspection for proper operation and verification of Batteries – Monthly
Electrical RCD Tests	Monthly
Verification of Electrical Panels	Monthly
Verification of White goods	Monthly
Earth Test	Half Yearly
Sump Pump, transfer and fire fighting pump	Monthly
Plumbing accessories (Bottle traps, angle valves, flexible hose, jet spray)	Monthly verification and cleaning
Sewer systems including manhole	Monthly verification and cleaning
Cleaning of Water Tank	Half Yearly
Fire Alarm	Weekly tests and Monthly Inspection
Fire extinguishers	Half yearly and issue of maintenance certificate
Generator	Monthly inspection (coolant, oil and fuel level) only. Replenishment of fuel as and when required ON & OFF Load Test - Alternate Month;
Air-conditioning system	Inspection and Cleaning of filters only – monthly;
Rainwater	monthly
Metering system (electrical and water)	Monthly monitoring of readings
Water tests (Microbiological and hardness tests)	Half yearly
All systems	Monthly check paying particular attention and highlighting any health and safety issues

During the monthly inspection, in addition to the mechanical and electrical systems, the supplier is expected to carry out a monthly verification on the openings, furniture and fittings and carry out minor repairs/readjustments.

The supplier is required to submit a comprehensive report to detail the results of the different tests carried out. The supplier is also expected to submit a detailed quotation for any making good following any anomalies noted.

16.4. Emergency Procedures

16.4.1. The Supplier shall be required to assist the Head of Facilities Management or any nominated person in preparing for or responding to any emergency situation.

16.4.2. The recommendations contained in BS 5588, Part 3, 1988, Appendix A; and BS 5588, Part 8, Appendix A are to be adopted.

16.4.3. The requirements of the Bank for action in the event of an emergency shall be communicated to the Supplier and updated from time to time. The Supplier shall ensure that its Personnel are aware of the latest situation and shall liaise with the Bank in any way necessary to assist in the safe evacuation and/or other emergency procedures as deemed necessary at the time of such emergencies.

16.4.4. Any systems installed by tenants independent of the Bank Site's systems will NOT be maintained under this Agreement.

18. Call out Procedures

18.1. In the event of an emergency affecting the building, contact either during normal working hours or out of hours may be made with certain Bank's designated representative. The contact numbers will be provided to the Supplier. Requests for copies of the numbers from any other Personnel will be referred to the Supplier. If a major problem occurs at any time of day or night that affects any of the services that the Bank 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.

18.2. 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 (Toilet overflow etc.)
- Gas leak
- Terrorist Threat
- Medical Emergency

Part B

Service Levels and Service Credits

The Supplier's performance shall be monitored using the following key performance indicators as detailed in the table hereunder:

Ref.	Key Performance Indicators
1	No. of justified complaints received
2	Immediate/Timely Resolution of justified complaints taking into account its complexity
3	No. of repeated complaints
4	No. of planned activities/operations not completed as per schedule
5	No of times attitudinal or other Issues observed with staff including not wearing uniform/badge etc.
6	No of SLAs breached
7	Poor contract management and supervision
8	Failure in planning and scheduling of activities
9	Failure in the No. of quality audits/inspections which should be done on a monthly basis
10	No of Shortage of consumables reported
11	No. of delay in delivery of consumables
12	Timely replacement of consumables.
13	Usage of inappropriate or/and unapproved consumables
14	Equipment availability and no of failures
15	Shortage of labour – maintenance operatives' turnover
16	Employees position not filled within a period of 2 weeks for supervisor/contract manager
17	Lack of Staff training/coaching
18	Non-adherence to environmental or/and health and safety or/and statutory requirements.

The Supplier shall be allowed a maximum of two (2) failures on the above KPI's on a quarterly basis e.g. one (1) failure in planning and scheduling activities and one (1) failure in the hours of inspections. Any additional complaint or failure, such as for poor contract management and supervision, shall amount to a breach.

Unreasonable breakdowns and repair work, as well as continual replacements arising during the Term may, at the Bank's sole discretion, be considered as inadequate Supplier performance and poorly executed proactive planned preventive maintenance work.

Service Credit

In the event of non-compliance with the Service Levels for each type of Service Level as set out above, the Bank shall be entitled to charge the Supplier 10% of the monthly Fees or 1.5 times the assessed total costs of the failures, whichever is the highest.

Part C
Premises, Plant and Equipment

1. Bank Sites

The Bank Sites are SBM Bank (Mauritius) Ltd Premises located in the regions of Mauritius including Rodrigues.

The Bank sites have been divided into 2 sections: Recently Renovated premises & and non-renovated service units. These have been detailed in Schedule 5, Bank sites.

The list of the above-mentioned premises has been detailed in the asset register.

2. Schedule of plant and equipment

2.1. The details within this Schedule (also known as the “**Asset Register**”) constitute approximately 80% of the sites’ assets.

2.2. The asset register shall consist of, but not limited to the following services;

- Air conditioning systems
- Fire alarm systems where applicable
- Lighting
- General Power Outlets and accessories
- Clean power distribution and accessories
- Non-essential power distribution and accessories
- General Appliances (excluding IT services and accessories)
- Public Health services and fittings
- Firefighting equipment
- UPS equipment
- Generator set
- Conduits/trunking systems for data, telephone, security alarm systems and other low voltage systems
- Signage panels
- External lighting systems

2.3. The Supplier shall ascertain that an asset register is prepared for each premise.

2.4. It is the responsibility of the Supplier to prepare the asset registers for those premises, where no such document is available.

2.5. The Supplier shall within the first sixty (60) days of this Agreement verify and ascertain the assets as listed (excluding IT equipment and fitting and accessories) and complete the schedule.

2.6. A copy of the updated Schedule shall be given to the Head of Facilities Management at the end of this 60-day period.

- 2.7. The Supplier shall continue to update the Schedules as necessary to maintain them as an accurate record of the site's assets.
- 2.8. The Asset Register shall be kept as a part of the PPM system, with an up-to-date hard copy available for rapid reference. The Asset Register shall be updated by the Supplier as required to ensure that it is an accurate record of Plant and Equipment at any time. The Supplier shall utilise the referencing system already in place.

SCHEDULE 2–Fees As annexed

SCHEDULE 3 – Invoicing and Payment Provisions

1. The Supplier must provide and invoice in the form required by the Bank as notified by the Bank from time to time.
2. The Supplier shall include on or with each invoice provided to the Bank under the Agreement, reference to the relevant purchase/service order to which they relate, the full details of hours actually worked and a breakdown of fees to reflect the content of work associated with the Plant and Equipment, and any other details as are necessary for the Bank to verify the accuracy of the invoice and the Supplier's compliance with the Agreement. All invoices issued by the Supplier shall list the line items in the same order and format as the purchase order to which they relate, if applicable.
3. The Bank shall confirm to the Supplier within three (3) Business Days of receipt if the invoice has been rejected. For the Term, the terms and conditions contained in the Agreement take precedence over any standard terms and conditions referred to by purchase orders subsequently received, if any. Any invoice rejected by the Bank, other than for reasons relating to the Fees, shall be returned to the Supplier for correction and resubmission.
4. Subject to:
 - (a) paragraph 8 below; and
 - (b) the Supplier providing the Services in accordance with the Agreement,the Bank shall pay to the Supplier the Fees within thirty (30) Days after the date on which the Bank receives the invoice properly raised in accordance with paragraph 1 above from the Supplier.
5. If at any time the Bank acting in good faith disputes all or any of the Fees before payment of an invoice raised:
 - (a) the Bank shall notify the Supplier within thirty (30) Days after the date of receipt of a proper invoice for the Fees, specifying in reasonable detail its reasons for disputing the invoice;
 - (b) the Bank shall pay to the Supplier within thirty (30) Days after the date of receipt of the relevant invoice, all amounts not disputed by the Bank; and
 - (c) if the parties are unable to resolve the dispute within forty (40) Days of notice given in accordance with paragraph 5(a), either Party may escalate the matter for resolution in accordance with Clause 25 (Dispute Resolution).

6. Upon resolution of a dispute any sum which the Bank agrees to pay (whether such agreed sum is in the amount originally invoiced or a reduced amount) shall be payable in the same manner as set out in paragraph 7, within thirty (30) Business Days of the resolution of the dispute. Any sum which the Supplier agrees to pay or refund to the Bank shall be payable within thirty (30) Days of the resolution of the dispute or, at the Bank's option, shall be set off against amounts payable by the Bank to the Supplier.
7. Payment of an invoice shall not prevent the Bank from subsequently disputing all or any of the Fees in good faith whether during or after the Term and any sum which the Supplier agrees to pay or refund to the Bank following resolution of the dispute shall be paid by the Bank.
8. The Bank and the Supplier shall each be responsible for its own out-of-pocket costs, fees and expenses relating to invoicing, including any electronic invoicing if required by the Bank in accordance with paragraph 1.

SCHEDULE 4 – Governance and Management Information

1. Interpretation

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

2. Definitions

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

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

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

Periodic Report(s) means periodic meeting reports, which shall include, but not limited to:

- Daily attendance of technicians
- 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
- Assets transferred/removed/replaced
- 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
- Spares required
- Systems temperature logs
- Graphical representation of performance statistics
- Financial status
- Photographic details

3. Purpose

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

4. Governance and Reporting

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

For the Bank:

[Name]

Head of Facilities Management

Email: [•]

Tel: [•]

Mob: [•]

For the Supplier:

[Name, position title]

Email: [•]

Tel: [•]

Fax: []

- 4.2. Each Party shall ensure that its respective Designated Representatives shall perform their activities and responsibilities in accordance with this Schedule 4 (Governance and Management Information).

5. Internal Meeting

- 5.1. The purpose of an internal meeting is to provide a forum for each Party to, but not limited to :
- 5.1.1. review the performance of the Services against the Service Levels and other standards required by this Agreement;
 - 5.1.2. guide the relationship between the Parties throughout the duration of the Agreement,
 - 5.1.3. review the procedures and processes used by the Supplier and the Bank in connection with the Services;
 - 5.1.4. review the management information provided by the Supplier and the Bank ;
 - 5.1.5. discuss and resolve any issues and put in place any improvements required;
 - 5.1.6. have responsibility for strategic development of the delivery of the Services,
 - 5.1.7. review the Periodic Reports;
 - 5.1.8. discuss and approve the proposals made by the Supplier to improve the Services;
 - 5.1.9. monitor progress of the implementation of any improvements to be made to the Services;
 - 5.1.10. discuss how to deal with any complaints relating to the provision of the Services;
 - 5.1.11. discuss any recently published changes to Regulatory Requirements and agree any associated actions; and
 - 5.1.12. act as an escalation point for resolution of disputes between the Parties.
- 5.2. The Internal Meeting shall happen on a monthly basis or as otherwise agreed between the Parties.

SCHEDULE 5– Bank Sites

1. The Bank comprises of SBM Reginal Premises, Off Site ATM and other premises divided into lots. Each building is to be treated as a separate entity. A majority of these building are owned by the **Bank**; the remaining properties are rented. The list of the premises is detailed below:(refer to reviewed table in ITB)

LOT 1 - SOUTHERN REGION			
Service Units - Renovated			
Rose Belle			
Mahebourg			
Surinam			
Chemin Grenier			
Service Units - Non Renovated			
Plaine Magnien			
Riv des Anguilles			
Grand Bois			
L'Escalier			
SSRIA Counter, Arrival			
SSRIA Counter, Departure			
Offsite ATMs			
SBM ATM London Way, Mahebourg			
SBM ATM 1314, Soulliac			
SBM ATM Bo Vallon, Mahebourg			
SBM ATM Plaisance Shopping Village, Rose Belle			
SBM ATM Savemart, Nouvelle France			
SBM ATM SSRIA			
SBM ATM SSRIA (Sterile Area)			
Other Premises			
Chemin Grenier (Ex Branch)			
Mahebourg (Ex Branch)			
LOT 2 - PLAINE WILHEMS REGION			
Service Units - Renovated			
Curepipe			
Mesnil			
Vacoas			
Q. Bornes			
Bambous			
Beau Bassin			
Stanley			
Rose Hill			
Ebene			
Riviere Noire			
Service Units - Non Renovated			

Candos			
Offsite ATMs			
SBM ATM Soflo, Floreal			
SBM ATM Manhattan, Curepipe			
SBM ATM Winners, Forest Side			
SBM ATM Allee Brillant			
SBM ATM Winners, Reunion, Vacoas			
SBM ATM Winners, St Paul			
SBM ATM London Way, Vacoas			
SBM ATM D-Square Commercial Centre, Bonne Terre			
SBM ATM Mauritius Post, Glen Park			
SBM ATM Phoenix Mall, Phoenix			
SBM ATM Lolo, Valentina Mall, Phoenix			
SBM ATM La City, Trianon			
SBM ATM Orchard, Quatre Bornes			
SBM ATM Super U, Belle Rose			
SBM ATM Intermart, Ebene			
SBM ATM Les Allees d'Helvetia, St Pierre			
SBM ATM Bagatelle Mall			
SBM ATM Peerbhai, Rose Hill			
SBM ATM Spar Windsor, Beau Bassin			
SBM ATM Tang Way, Beau Bassin			
SBM ATM Intermart, Chebel			
SBM ATM Winners, Roches Brunnes			
SBM ATM Winners, Coromandel			
SBM ATM Palm Square, La Mivoie, Tamarin			
SBM ATM Cascavelle Mall, Cascavelle			
SBM ATM Les Flamboyant, Flic en Flac			
SBM ATM La Gaulette			
SBM ATM London Way, Tamarin			
Other Premises			
Belle Rose Store, Belle Rose			
LOT 3 - PORT LOUIS & NORTHERN REGION			
Service Units - Renovated			
Cassis			
Pope Hennessy			
Royal Street PLouis			
Plaine Verte			
Fond Du Sac			
Goodlands			
Grand Bay			
Long Mountain			
Pamplemousses			
Triolet			

Service Units - Non Renovated			
SSRNH			
Labourdonnais			
Riv. Du Rempart			
Offsite ATMs			
SBM ATM Mauritius Post, Port Louis (Registrar Building)			
SBM ATM Bank of Mauritius (BOM) Tower			
SBM ATM Spar Brabant, Port Louis			
SBM ATM Mahogany Mall, Beau Plan			
SBM ATM Caudan Waterfront			
SBM ATM Riche Terre Mall			
SBM ATM Winners, Terre Rouge			
SBM ATM Super U, Grand Bay			
SBM ATM London Way, Pointe aux Sables			
SBM ATM Lolo, Morcellement St Andre			
SBM ATM Winners, Pereybere			
SBM ATM La Croisette, Grand Baie			
SBM ATM Kinoo Square, Port Louis			
SBM ATM Riverside Mall, Riviere du Rempart			
SBM ATM Simla Way ATM, Baie du Tombeau			
SBM ATM Super U, Goodlands			
SBM ATM Victoria Urban Terminal No 1			
SBM ATM Victoria Urban Terminal No 2			
SBM ATM Telecom Tower, Port Louis			
Other Premises			
SBM Printing Unit, MEDCOR			
SBM Archives, Coromandel			
SBM Archives, Plaine Lauzun			
Level 8, Tower 3, United Docks, Caudan			
Grand Bay (Ex Branch)			
Triolet (Ex Branch)			
LOT 4 - EASTERN REGION & RODRIGUES			
Service Units - Renovated			
St Pierre			
Q. Militaire			
Réduit			
Lallmatie			
Service Units - Non Renovated			
Bel Air			
Mt. Blanche			
Flacq			
Offsite ATMs			
SBM ATM VIP Way, Flacq			
SBM ATM Charle de Gaule St, Flacq (SSMS)			
SBM ATM Super U, Flacq			

Rodrigues Region - Renovated Service Units			
Port Mathurin			
Plaine Corail			
Rodrigues Region - Non Renovated Service Units			
La Ferme			
Mont Lubin			

2. The above Bank Sites are split into four regions for the benefit of the Supplier. It is suggested that the Supplier assign maintenance team/mobile engineers to the corresponding Bank Sites. For clarity purposes, the ex-premises as highlighted above are no longer operational, however, given that some assets are still stored/installed, the supplier is expected to provide the corresponding assistance to Bank assigned representative as and when required.