

RFQ / 01 / 2022



Request for Quotations

RFQ / 01 / 2022

Premises Cleaning Services

Issue Date: Tuesday 17 May 2022

RFQ Closing Date: Monday 13 June 2022
Closing Time: **18:00 CET**

Classification of Document Data: MDB-Public

1 GENERAL INFORMATION

1.1 Purpose

1.1.1 The Malta Development Bank (herein referred as “MDB” or the “Bank”) performs a promotional role in line with public policy with the objective to contribute towards sustainable economic development that benefits the Maltese people in areas including private sector development, skills and technology, infrastructure development, green economy and community services.

1.1.2 The MDB is currently seeking to acquire cleaning services for its main offices located in Floriana.

2 SUBMISSION OF PROPOSAL

2.1.1 The Bank is the point of contact for this RFQ. Please refer any queries to:

Procurement Officer
Malta Development Bank
 7 Market Street,
 Floriana,
 Malta,
 FRN 1083.

Telephone: 2226 1713
 Email: procurement@mdb.org.mt

2.1.2 Applicants are to quote the reference number of this request for quotation in all correspondence.

2.1.3 Proposals shall include the final price, including the delivery to the Bank’s premises, the delivery date, the ESPD Form as well additional information that will allow MDB to evaluate the proposal according to the defined Evaluation Award Criteria.

2.2 Timetable

	Date	Time (CET)
Publication of RFQ	17 May 2022	18:00
Clarification Meeting/Site Visit	27 May 2022	14:00
Deadline for request for any clarifications. Any requests for clarifications will only be entertained if received on procurement@mdb.org.mt .	3 June 2022	18:00
Deadline for Submission of Proposals All the documentation shall be submitted by procurementproposals@mdb.org.mt .	13 June 2022	18:00

- 2.2.1 Any RFQ addenda/updates by the MDB will be circulated by email from procurement@mdb.org.mt and on the MDB [website www.mdb.org.mt](http://www.mdb.org.mt).
- 2.2.2 Late submissions will not be accepted. Evaluation of the quotations received will take place after the closing date. The Bank will not assume any liability associated with the late submissions of RFQs. All submissions will be dealt with in strictest confidence. Any decision taken by the Bank in this regard shall be deemed final.

3 GENERAL CONDITIONS

- 3.1.1 The Bank shall award the Quotation on the basis of the most economically advantageous proposal in terms as indicated in the paragraph Evaluation Award Criteria.
- 3.1.2 The Bank may in its absolute discretion change, as deemed necessary in view of circumstances, the basis of, or the procedure of the RFQ process. Any decision taken by the Bank shall be deemed final.
- 3.1.3 The Bank reserves the right to extend the closing date and to cancel the RFQ and evaluation process at any stage. The Bank shall inform all the prospective applicants without being liable for any costs and damages including, without limitation, damages for any loss of profits, in any way connected with the cancellation of the request for quotation.
- 3.1.4 The Bank reserves the right to reject a proposal which appears to be priced abnormally low in relation to the Services to be provided. The Bank reserves the right to request further clarification, documentary evidence, explanation or elaboration in writing on any aspect of the application or declarations made.
- 3.1.5 The Bank reserves the right to reject or disqualify a proposal if:
- a. the Applicant fails to comply fully with the requirements of the RFQ and the information given at the time of proposal is incomplete, or additional requested information is not provided;
 - b. the Applicant is guilty of a serious misrepresentation in supplying any information required in this document and/or in relation to this or any past proposals;
 - c. the Applicant has, directly or indirectly, engaged in Corruptive, Fraudulent, Collusive or Obstructive practices in competing for the RFQ in question;
 - d. there is a change in identity, control, financial standing, or other factor impacting on the selection and/or evaluation process affecting the

Applicant.

- 3.1.6 In addition, since the Bank has a zero tolerance towards the commission of fraud, a proposal shall also be rejected if the Applicant fails to commit itself through a signed anti-fraud declaration in the form contained in Annex I.
- 3.1.7 If the Bank becomes or is made aware, after award of the Project, that an Applicant failed to comply with any of the requesting criteria, the Bank is entitled to terminate the contract without prior notice. The MDB reserves the right to claim payment from the non-compliant Applicant of any damages, loss and expenses incurred as a result of the termination.
- 3.1.8 Subcontracting and awarding this RFQ in Lots may be accepted after seeking the Bank's prior written consent.
- 3.1.9 The Bank draws the attention of prospective Applicants to the conditions concerning employment in Malta and the obligation to comply with all regulations, rules or instructions concerning the conditions of employment of any class of employee. Successful Applicants may also be requested to submit a certified Jobsplus list of personnel employed by them.
- 3.1.10 The Bank may, notwithstanding any provision to the contrary in this RFQ, publicise or otherwise disclose, to any third party, information regarding the contract, the identity of Applicants (including details of their respective members), the RFQ process, or the award of Services (including, without limitation, details of costs and fees) at any time.
- 3.1.11 If, for any reason whatsoever, the Successful Applicant fails to enter into the Awarded Contract with the Bank, the Bank reserves the right to award the Contract to the next best placed Applicant and the Bank shall subsequently communicate such decision to all Applicants.

3.2 GDPR and Freedom of Information Compliance

- 3.2.1 The MDB is subject to the provisions of the Freedom of Information Act (Chapter 496 of the Laws of Malta) as well as other legislation governing access to information. Therefore, where Applicants consider any information that they provide in the course of this RFQ process to be commercially sensitive or confidential in nature, they should identify that information as "commercially sensitive" or "confidential" and specify the applicable reasons. The nature of the documentation may then be taken into account by the MDB in considering requests (if any) for access to such information under the Freedom of Information Act or other applicable law. Applicants should note that on conclusion of a contract for the services that are the subject-matter of this quotation, a right of access to the contract and associated documents to the eligible persons under the said Act will be available to the extent required by the same or other

applicable law.

- 3.2.2 The submission of any Personal Data (including any personal data contained in any curriculum vitae) (“Personal Data”) shall be provided by the Applicant for the use by the MDB of that Personal Data for the purpose of evaluating the proposals and in performance of arising contractual obligations. Once it obtains any Personal Data, the MDB will act as data controller of such data and will retain it for (a) in respect of an unsuccessful applicant, up to one year following completion of the appointment of the successful applicant and (b) in respect of a successful applicant, up to seven years following completion of the Services. An Applicant may exercise his/her rights in connection with the processing of his/her personal information by MDB by contacting the DPO by email at dpo@mdb.org.mt. For further information in relation to how the MDB processes personal data, including an individual’s various rights under data protection law and details of how to contact the MDB, please refer to the MDB’s Privacy Notice which is available at: <https://mdb.org.mt/en/home/Pages/Privacy-Notice.aspx>.

4 INFORMATION REQUESTED

4.1 Economic Operator Information

- 4.1.1 The MDB is asking interested Economic Operators to submit a response containing a signed ESPD Form.

4.2 Requirement Details

- 4.2.1 The premises at 5 Market Street in Floriana house the MDB’s main offices. The premises have a basement, ground floor and another four floors over the street level. The Bank is requesting interested Economic Operators to offer proposals for the general cleaning of the premises. The contract shall be for a period of twelve (12) months. Subject to satisfactory performance, the contract may be extended for another twelve (12) months for a total of twenty-four (24) months. The selected Economic Operator/Contractor is to provide high quality eco-friendly cleaning services. The cleanliness level and efficiency of the service will be reviewed periodically.
- 4.2.2 The cleaning of all internal and external surfaces of the premises includes windows, doors, glass surfaces, furniture, fixtures, fittings, signs, boards, stairways, staircase railings, ceiling, floor, walls, etc. The service shall also include the cleaning of toilets/lavatories, restrooms and kitchenettes; emptying of all rubbish bins in accordance with waste separation policy; and ad hoc requests related to cleaning.
- 4.2.3 The cleaning service shall be available from Mondays to Fridays between 8:00 and 16:00. Cleaning of the general office areas shall be carried out before 9:00 and/or

after 15:00. There may be instances where the cleaning services may be required to be carried out on Saturdays. These cases will be dealt with through prior notification. In this respect, Economic Operators are also to provide their Overtime Rate per hour, inclusive of VAT, within the Financial Bid Form.

- 4.2.4 The Economic Operator shall ensure that at least one cleaner is available between 8:00 and 16:00. The Economic Operator shall manage replacements and shall provide replacement personnel on the same day in the case of justified/planned absences where these are necessary. Cleaner/s shall log their entry and exit times in the MDB’s attendance system.
- 4.2.5 The Economic Operator shall also provide a contact telephone number which shall be always available.
- 4.2.6 The commencement of this contract shall be within one (1) week from the signing of the contract. Economic Operators are to submit their standard works contract with the submission.

4.3 Award Criteria

4.3.1 The award criteria for this Call for Quotations will be based on the following:

Weightings	Evaluation Award Criteria
15%	Compliance with requirements specifications
15%	Statement of works / schedule of works
15%	Supplier standing and experience
55%	Total cost including delivery service of cleaning materials

4.4 Site Visit

- 4.4.1 A clarification meeting/site visit will be held. This will allow interested Economic Operators to seek clarifications on the schedule of works which includes the volume of work, the Bank’s expectations, consumption rates of consumable items, etc. Any clarifications will be documented and shared with all interested parties on the MDB website.
- 4.4.2 Meetings/visits by individual prospective Economic Operators during the call for quotation period other than this meeting/site visit for all prospective tenderers cannot be permitted.

4.5 Cleaning Schedule

4.5.1 The following are guidelines of the expected cleaning schedules. However, the Bank

reserves the right to adjust these schedules accordingly.

Daily	<ul style="list-style-type: none"> - Empty wastepaper containers, sanitary bins and shredders. - Thoroughly clean toilets at least once and as required. <i>The cleaning process should include disinfection and replenishing services in toilets (soap in dispensers, toilet seat disinfectant, toilet and towel rolls to be provided by the Bank). Service job sheet is to be kept updated inside toilets.</i> - Service sanitiser dispenser units. - Vacuum where necessary.
Weekly	<ul style="list-style-type: none"> - Wash all office floors thoroughly. <i>Washing of Offices must be carried out before 9:00 or after 15:00 or on Saturdays, or as instructed by the Bank.</i> - Wipe/disinfect furniture, fittings, equipment, telephone handsets, handrails, doors. - Polish internal glass surfaces including brass plate etc. - Replace wastepaper bag and wipe and disinfect container.
Monthly	<ul style="list-style-type: none"> - Wash all windows thoroughly from the inside and outside - Wash and disinfect wastepaper containers and dustbins.

4.5.2 The following table details the MDB main premises office layout and area per floor:

Area	Total Area (sq. m)
Basement	165
Canteen, including sitting area, living area, dining area and Kitchenette	
Stores	
Ground floor	128
Entrance and reception/office	
Conference room/waiting area	
Restrooms (2 cubicles)	
First floor	180
Equipment room	
6 Offices	
Kitchenette	
Restrooms (3 cubicles)	
Second floor	175
5 Offices	
Kitchenette	
Restrooms (3 cubicles)	
Third floor:	221
5 Offices	
Conference room	
Kitchenette	
Restrooms (3 cubicles)	
Fourth Floor	209
Chairman & Board Room	
CEO	
Deputy CEO	
PA to Chairman	

Kitchenette
1 Restroom

- 4.5.3 The cleaning staff shall dispose of all waste in accordance with the established waste separation procedures set by the Bank in conjunction with Local Council waste collection schedules.
- 4.5.4 The Bank has an inventory of circa 75 chairs that need to be washed bi-annually with the method of washing and the timing to be agreed between both parties.
- 4.5.5 The Economic Operator shall be responsible for the provision of the relevant equipment, trolleys and cleaning agents whilst also ensuring adequate provisions of all cleaning tools and environmentally friendly materials as may be required to ensure that the provision of the service is carried out in accordance with the best practices in the profession. The transfer of equipment and cleaners from and to the site of work is the responsibility of the Economic Operator.
- 4.5.6 The following provides an indicative average **weekly** consumption of cleaning tools and materials. This information is provided only for guidance purposes.

White Plastic Bags Large (32"x40" approx.)	10 bags
White Plastic Bags Medium (26"x32" approx.)	10 bags
White Plastic Bags Small (19"x23" approx.)	20 bags
Floor detergent	4 litres
All-Purpose cleaner	3 litres
Toilet Cleaner	4 litres
Hand soap	4 litres
Dishwashing Liquid	1 litre
Bleach	3 litres
Degreaser	2 litres
Gloves	10 pairs

- 4.5.7 The cleaning equipment and agents must be environmentally friendly and compliant with the EU Ecolabel. Storage facilities for tools and cleaning materials will be provided by the Bank. Material Safety Data Sheets (MSDS) are to be provided to the Bank as well as being kept at each storage site together with the respective materials.
- 4.5.8 Economic Operators shall submit a declaration confirming that all the Cleaning Products, Textile Accessories and Consumable Goods to be used to perform tasks related to this cleaning service shall be in line with the following:
 - i. Eco-Labelled Hard Surface Cleaning Products: The chemical composition of the Hard Surface Cleaning Products must be compliant with Criterion 1 (Toxicity to Aquatic Organisms) and Criterion 4 (Excluded or Restricted Substances) of the EU Ecolabel for hard surfaces.

RFQ / 01 / 2022

- ii. Microfiber Textile Cleaning Accessories: All textile cleaning accessories must be made of microfiber or be compliant to the technical requirements of the EU Ecolabel for hard surface cleaning products. In addition, each such accessory should include the relevant product maintenance, specifically indicating product use and washing instructions.
- iii. Consumable Goods:
A Minimum of 70% of all Hand Soap, by volume at purchase, must be compliant to the technical requirements of the EU Ecolabel for rinse-off cosmetic products.
A Minimum of 50% of all Textile Towel Rolls, expressed in number of rolls, must be compliant to the technical requirements of the EU Ecolabel for textile products.
The Tissue Paper Products must be compliant with the requirements of an EN ISO 14024 Type I ecolabel.
- iv. Cleaning Products - Concentrated Undiluted:
Concentrated Undiluted Cleaning Products to be utilised shall have a Minimum Dilution Rate of 1/80.
- v. Consumable Goods: Vacuum Cleaners
The Energy Efficiency Class of the Vacuum Cleaners to be utilised shall have a Minimum Energy Efficiency Rating Class of A+, as laid down in Commission Delegated Regulation (EU) No 665/2013.

4.5.9 The declaration shall also include a list of all the Cleaning Products, Textile Accessories and Consumable Goods to be used to perform tasks related to this cleaning service. The list shall also include Brand Names, as and where applicable. The MDB has its own new industrial Vacuum Cleaner but may, in exceptional circumstances, require the temporary use of the Economic Operator's own Vacuum Cleaner.

4.6 Economic Operator employee management

4.6.1 The Economic Operator shall maintain a pool of two, maximum 3 workers, to be allocated duties at the MDB premises. The Economic Operator shall not substitute the employees mentioned in Clause 4.2.4 above with other employees unless:

- the Economic Operator is instructed to do so by the MDB;
- the above-mentioned employees terminate their employment with the Economic Operator; or
- the above-mentioned employees are on vacation leave or sick leave.

4.6.2 Any and all substitutions of employees shall be advised to the MDB at least one working day before the effective date of substitution, except in the case of sick leave.

4.6.3 The MDB reserves the right to:

- escort the Contractor's employees in restricted areas or areas of controlled access;
- interview the contractor's employees;
- choose from the interviewed employees who can work in the building as daily personnel and relievers;

RFQ / 01 / 2022

- not accept any of the contractor's employees who are not properly groomed.
- 4.6.4 The Economic Operator shall be bound to remove/replace any employee who is considered by the Bank to be unsuitable within 48 hours from being advised in writing. The Economic Operator shall ensure that the number of staff remains adequate to meet requirements.
- 4.6.5 Economic Operators must ensure that employees:
- have, at least, one (1) year experience in a similar position;
 - are over eighteen (18) years of age;
 - are able to understand and communicate in Maltese or English;
 - hold the necessary residence permits and are covered by an employment licence to work in Malta;
 - are registered with the national employment agency (Jobsplus); and
 - are in possession of the necessary training/certification in relation to the tasks they perform.
- 4.6.6 Economic Operator's employees will be required to comply with the MDB Code of Conduct, including instructions regarding dress and behaviour on site. On the commencement of the contract, the Economic Operator shall provide the Bank with the names, addresses, photographs, and photocopies of ID Cards and clean Police Conduct Certificates (which will be required to be updated every twelve months) of the employees and of substitutes who will be working at the Bank. In some cases, the Bank may require additional documentation and/or declarations from Economic Operator staff for the purpose of security clearance.
- 4.6.7 This being a contract for service, the Economic Operators or their employees, are not entitled to any leave and/or sick leave or any other entitlements offered by the Bank to its own employees or to any fee or compensation for absence due to illness, voluntary or statutory leave or public holidays.
- 4.6.8 The Economic Operator is required to provide a smart uniform to cleaning personnel routinely engaged on MDB premises. All items of uniform should be free from visible branding and approved by the Bank. Safety shoes and wellington boots are to be provided where required or indicated by the Bank.
- 4.6.9 The Economic Operator shall fulfil the whole of the work notwithstanding any omission or inconsistency in the contract requirements and specifications.
- 4.6.10 The Economic Operator shall assume responsibility of all risks of accident or damage to the workplace, from whatever cause arising, and shall be responsible for the sufficiency of all means used by him for the fulfilment of the contract and shall not be relieved from such responsibility by any approval that may have been given by the

Bank.

4.6.11 Notwithstanding the supervision carried out by the Economic Operator, the Bank will also carry out its supervision and monitoring to ensure the quality and adherence with these requirements. When the Bank feels that the quality and/or quantity of services being given do not meet with the RFQ requirements, it will inform the Economic Operator in writing of such deficiencies. Upon receipt of such a notice in writing, the Economic Operator will take immediate remedial action to rectify such position without delay, in a manner that will not adversely affect the performance of the obligations emanating from the Contract.

4.6.12 This is a fee-based contract paid monthly. Payments will be made upon certification of services by the MDB, based on the invoices issued by the Economic Operator on the actual number of hours worked.

4.7 Insurance Policies

4.7.1 **Public Liability Insurance Policy:** The Economic Operator undertakes to have in place prior to the commencement of operation of the Contract, a public liability insurance policy covering the legal liability to pay damages and claimants costs and expenses in respect of injury to third parties or third-party property damage arising in connection with the provision of supplies or services to the Bank. The policy should include clauses noting cover for property temporarily occupied to carry out work and property being worked upon. The policy should also note the Bank as additional assured with the incorporation of a cross liability clause, thus validating claims between the insured parties and between an insured party and employees of another insured party. In addition, the policy is to indemnify the Bank's directors, officers and employees should a claim be directed against them.

4.7.2 The policy should:

- a) include an indemnity clause and waiver of subrogation in favour of the Bank;
- b) cover liability for property in the care, custody and control of the Economic Operator, including property of the Bank which is being handled;
- c) cover liability for damage to other property/premises of the Bank, including premises temporarily occupied for the purpose of carrying out the contracted service;
- d) cover liability arising out of the use of cranes, aerial platform vehicles, fork lifters and any other equipment whilst being used as a tool of trade, irrespective if licensed for road use or not;
- e) cover liability for vehicles not licensed for the road whilst used within Bank premises or in the vicinity of the premises.

4.7.3 Details of this insurance are to be submitted to the Bank seven (7) days following

signing of the Contract.

- 4.7.4 **Employer's Liability Insurance Policy:** The Economic Operator undertakes to subscribe to, to issue and have in place, prior to the commencement of operation of the Contract, an employer's liability insurance policy covering the legal liability in respect of any accident, loss or injury that may be sustained by employees of the Economic Operator, whether accidental or otherwise, during the provision of supplies or services to the Bank. The policy is to contain a waiver of subrogation against the Bank, its directors, officers and employees. In addition, the policy is to indemnify the Bank its directors, officers and employees should a claim by an employee or employees of the Economic Operator be directed against the Bank, its directors, officers and employees. Details of this insurance policy may be requested.
- 4.7.5 The Economic Operator:
- a) shall not cancel the insurance policies held by him and required by the Bank and or make any material change thereto without the express written consent of the Bank;
 - b) may change the insurers with whom the insurances are held on an annual basis upon notice to the Bank at least fifteen (15) working days prior to any such change. In the event that such a change results in revisions to the terms or cover, the Bank's consent will be required before the change can be implemented;
 - c) shall maintain the insurance policies on favourable terms, as generally available to a prudent Economic Operator in respect of risks insured in the international insurance market in accordance with Good Industry Practice;
 - d) shall maintain the insurance policies with a reputable insurance company.
- 4.7.6 The Economic Operator shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as avoided in whole or in part.
- 4.7.7 The Economic Operator shall use reasonable endeavours to notify the Bank as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or avoid any insurance, or any cover or claim under any insurance in whole or in part.
- 4.7.8 The Bank may purchase (if possible) any of the insurance policies which the Economic Operator has failed to maintain in full force and effect pursuant to this provision. The Bank may recover the premium and other costs incurred in doing so as a debt due from the Economic Operator.
- 4.7.9 The Bank may from time to time submit a request in writing to the Economic Operator, demanding evidence of the existence of all insurance policies, copies of all policy terms, and evidence of the timely payment of premiums and the Economic Operator shall provide all such evidence within ten (10) working days of such written request.
- 4.7.10 The Economic Operator shall indemnify and defend the Bank, its agents and

employees from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against the Bank, including, but not limited to, all litigation costs and expenses, legal fees, settlement payments and damages, based on, arising from, or relating to:

- a) allegations or claims that the possession of or use by the Bank of any patented device, any copyrighted material, or any other services provided or licensed to the Bank under the terms of the Contract, in whole or in part, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or,
- b) any acts or omissions of the Economic Operator or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

4.8 Additional items

4.8.1 Sanitary Bins

- a. Economic Operators shall supply Five (5) sanitary bins. All bins should include biodegradable plastic bags for a clean, easy, discreet way to dispose with antibacterial disinfectants or the equivalent for maximum hygiene. Brochures with dimensions shall also be provided.
- b. Emptying of the Sanitary Bins shall be carried out daily whilst cleaning and washing of the Bins shall be carried out once a week.

4.9 Response Format

4.9.1 Responses are to be straightforward, clear, concise and specific to the information requested. In order for submissions to be considered complete, Economic Operator must provide all the requested information mentioned in this document as well as any other comments, observations or suggestions which potentially may assist the MDB in the Request for Quotations.

4.9.2 The response by the Economic Operators shall clearly highlight any clauses where they cannot meet the requirements. It is therefore assumed that if the Economic Operator does not highlight non-compliance, the Economic Operator is complying and is able to execute the requests being made in this specification with the highest standard.

4.9.3 Economic Operators are to ensure that the following documents have been included in their respective proposal:

- (i) ESPD Form
- (ii) Statement of work / Schedule of works
- (iii) Equipment and product details and brochures
- (iv) Employee profiles
- (v) Sample Works Services Contract
- (vi) Financial Bid Form

4.9.4 Economic Operators who fail to provide the requested information shall result in the proposal not being considered any further.

4.10 Financial Bid Form

4.10.1 The proposal price must cover all the works as described in the RFQ document.

4.10.2 The Economic Operator must provide a breakdown of the overall price in Euro (€) including VAT, highlighting the cost for every cleaner per hour.

4.10.3 Different options are to be clearly identifiable and marked 'Option 1', 'Option 2' etc. for each individual option clearly outlining the price of the relative option.

4.10.4 If the Economic Operator offers a discount, the discount must be absorbed in the rates listed.

4.10.5 The prices for the contract, must be inclusive of all works to be provided. The prices quoted are fixed and not subject to revision or escalation in costs.

4.10.6 Quotations are to be submitted and shall be awarded including any taxes/charges and any import duties applicable.

	Amount (€) including VAT
1. Cleaning services per hour cost	
2. Projected Monthly Cost	
3. Projected Yearly Cost	
Total (incl. VAT)	
4. Overtime rate per hour cost	
Additional Items	
a) Sanitary bins	

Annex I



Anti-Fraud Declaration

I, the undersigned, hereby declare that in my official capacity to bind _____ [name of company] _____ shall, upon award of this Request for Quotation in relation to the Premises Cleaning Services, bind itself to undertake all of the following:

- a. not to commit any form of fraud;
- b. to take appropriate measures to deter fraud;
- c. to introduce and maintain necessary procedures to prevent, detect and deal with suspected fraudulent activity;
- d. to report to the Bank all suspected fraud concerning any arrangement entered into with the Bank;
- e. if required, to assist the Bank in the investigation of suspected fraudulent activity and in the recovery of wrongfully obtained assets concerning an arrangement entered into with the Bank; and
- f. to ensure employees of the company report any suspicion of fraud.

Name:

Designation:

For and on behalf of Name of Company:

Date:

MDB guarantees that any personal data processed within this form shall be in accordance with the requirements of local and EU legislation on data protection in force at the time of the data processing including the General Data Protection Regulation- (GDPR) (Regulation (EU) 2016/679. All the personal data collection in this form will be considered under the classification of 'confidential'. Persons have the right to access and port their personal data, rectify, erase and restrict their personal data and to object to processing in terms of the GDPR.

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