

# **Request for Proposals for the Provision of Cleaning Services Using Environmentally Friendly Cleaning Products for Entities Within the Active Ageing & Community Care (AACC)**

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**Issued by: Active Ageing & Community Care (AACC)**

**RP01/2021 - AACC/92/2021**

**Issue Date: 10<sup>th</sup> June 2021**

**Response/Submission Date and Time: 18<sup>th</sup> June 2021 till 10:00am**

**Active Ageing & Community Care  
FXB Buildings  
346, Mdina Road,  
Qormi QRM 9014**

**Telephone: 22788800/444/445  
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## Contents

<b>SECTION 1 - INSTRUCTIONS TO TENDERERS .....</b>	<b>3</b>
2. Timetable .....	3
3. Selection and Award Requirements .....	4
4. Criteria for Award.....	6
<b>SECTION 2 - SPECIAL CONDITIONS.....</b>	<b>17</b>
Article 2: Notices and Written Communications .....	17
Article 5: Supply of Information .....	17
Article 6: Assistance with Local Regulations.....	17
Article 7: General Obligations.....	17
Article 13: Medical, Insurance and Security Arrangements.....	19
Article 14: Intellectual and Industrial Property Rights.....	19
Article 15: Scope of the Services.....	19
Article 16: Personnel and Equipment .....	19
Article 18: Execution of the Contract.....	24
Article 19: Delays in Execution .....	24
Article 20: Modification of the Contract.....	25
Article 23: Verifications and Checks.....	26
Article 24: Interim and Final Progress Reports .....	26
Article 26: Payments and Interest on Late Payment .....	26
Article 27: Pre-Financing Guarantee .....	27
Article 30: Revision of Prices .....	27
Article 32: Breach of Contract.....	27
Article 39: Further Additional Clauses .....	27
<b>SECTION 3 - TERMS OF REFERENCE (Note 3) .....</b>	<b>29</b>
<b>SECTION 4 - SUPPLEMENTARY DOCUMENTATION.....</b>	<b>52</b>
4.1 - Draft Contract Form (as uploaded with this document) .....	52
4.2 - Glossary .....	52
4.3 - Specimen Performance Guarantee .....	52
4.4 - Specimen Tender Guarantee (Bid Bond).....	52
4.7 - General Conditions of Contract.....	52
4.8 - General Rules Governing Tendering.....	52
Appendix 1 .....	53

## SECTION 1 - INSTRUCTIONS TO TENDERERS

### 1. General Provisions

- 1.1 The subject of this tender is the Provision of Cleaning Services using Environmentally Friendly Cleaning Products for various Entities falling under the responsibility of the Active Ageing & Community Care (AACC) as specified in 4.2.1 Specific Activities of Section 3 'Terms of Reference'.

The place of acceptance of the services shall be the various entities under the responsibility of the Active Ageing & Community Care being Government Homes for Older Persons including Bormla Home, Mtarfa Home, Mosta Home, Floriana Home and Msida Home, Centru Servizz Anzjan and Dar Padova Gozo.

- 1.2 The time-limits for the execution of the contract shall be for a period of one (1) year. The commencement of the contract shall be within two (2) weeks from the last date of the signing of the contract agreement, and the INCOTERM<sup>2010</sup> applicable shall be **Delivery Duty Paid (DDP)**.
- 1.3 The Estimated Procurement Value for this Request for Proposals has been based on comprehensive research including appropriate financial analysis. In the context of this procurement, the Estimated Procurement Value, based on market research, is that of €1,454,943.00 excluding VAT.

The purpose of this value shall be the guidance of prospective bidders when submitting their offer and is not to be considered as a binding capping price.

Therefore, the published Estimated Procurement Value is not restrictive and final on the Contracting Authority. Economic Operators are free to submit financial offers above or below the Estimated Procurement Value. However, the Contracting Authority reserves the right to accept or reject Financial Offers exceeding the Estimated Procurement Value.

- 1.4 Responses to this request for proposals are to be submitted in the Tender Box at:

Active Ageing and Community Care,  
FXB Buildings  
346, Mdina Road,  
Qormi QRM 9014

All submissions will be dealt with in strictest confidence.

### 2. Timetable

Clarifications can be sought by not later than **noon (12:00pm) of Tuesday 15<sup>th</sup> June 2021**. Any queries and requests for clarifications are to be sought through email: [procurement-aacc@gov.mt](mailto:procurement-aacc@gov.mt)

Queries submitted through other emails will not be considered. The Tenderer will bear all costs associated with the preparation and submission of the tender.

All clarifications will be posted by the Contracting Authority within a reasonable time and will be made available on the Active Ageing & Community Care website: <https://activeageing.gov.mt/publications/?lang=en>

Offers should be deposited **ONLY** in the Tender Box located at the **Reception Area, Active Ageing & Community Care, FXB Building, 346, Mdina Road, Qormi** by not later than **10.00am on Friday 18<sup>th</sup> June 2021**.

Any offers submitted after this date and time will be automatically rejected.

All offers submitted, as per above, must bear only:

- (i) the above address;
- (ii) the reference of the invitation to tender/cfq concerned;
- (iii) the name of the tenderer.

The offers must be submitted in the English language and deposited in tender box as indicated above. They must be submitted EITHER by recorded delivery (official post/courier service) or hand delivered. Offers submitted by other means will not be considered.

A Schedule with all offers received will be made available at the Contracting Authority's Notice Board located at the Reception Area of the **Active Ageing & Community Care, FXB Building, 346, Mdina Road, Qormi**.

### ***Secrecy of the Procedure***

After the opening of the tenders, no information about the examination, clarification, evaluation or comparison of tenders or decisions about the contract award may be disclosed before the notification of award.

Information concerning checking, explanation, opinions and comparison of tenders and recommendations concerning the award of contract, may not be disclosed to tenderers or any other person not officially involved in the process unless otherwise permitted or required by law.

Any attempt by a tenderer to approach any member of the Evaluation Committee/Contracting Authority directly during the evaluation period will be considered legitimate grounds for disqualifying his tender.

### ***3. Selection and Award Requirements***

In order to be considered eligible for the award of the contract, economic operators must provide evidence that they meet or exceed certain minimum criteria described hereunder.

#### **(A) Eligibility Criteria**

If applicable, the necessary forms - such as the Power of Attorney, are to be submitted with the tender offer by the Economic Operator.

#### **(B) Exclusion (including Blacklisting) and Selection Criteria - information to be submitted through the European Single Procurement Document (ESPD)<sup>(Note 2)</sup>**

The Exclusion (including Blacklisting) criteria are to be completed by the Economic Operator in the ESPD (as per document available with this Request for Proposals) under Part III titled 'Exclusion Grounds' which includes the following:

- A. Grounds relating to Criminal Convictions
- B. Grounds relating to the payment of taxes or social security contributions
- C. Grounds relating to insolvency, conflicts of interests or professional misconduct
- D. Purely national exclusion grounds

Kindly note that the above information is to be filled in as per ESPD Document available with this Request for Proposals. It is the Economic Operator's responsibility to ensure that the correct information is reflected in the ESPD Document for the above criteria.

Selection Criteria requirements are to be completed by the Economic Operator in the ESPD Document under Part IV titled 'Selection Criteria' which includes the following: <sup>(Note 2)</sup>

- (a) **Suitability** <sup>(Note 2)</sup> - **NOT APPLICABLE**
- (b) **Economic and Financial Standing** <sup>(Note 2)</sup> - **NOT APPLICABLE**
- (c) **Technical and Professional Ability** <sup>(Note 2)</sup>
  - i. **For Service Contracts: Performance of Service of the Specified Type**
    - 1) List of principal services of a similar nature and magnitude being cleaning services to substantiate the below. The list should include:
      - a. The number of services of a similar nature as described above carried out for each year effected during the last three (3) years being 2018 - 2020. The minimum value must not be less than two (2) similar services for the quoted period.
      - b. The value of services of a similar nature as described above effected during the last three (3) years being 2018 - 2020. The minimum value must not be less than €500,000 excl. VAT, in total for the quoted period.

In so listing the end clients, the bidder is giving his consent to the Evaluation Committee, so that the latter may, if it deems necessary, contact the relevant clients, with a view to obtain from them an opinion on the services provided to them, by the bidder. The Evaluation Committee reserves the right to request additional documentation in respect of the deliveries listed.
    - 2) **Subcontracting Proportion**

Provide data concerning subcontractors and the percentage of works to be subcontracted.

Any subcontractor proposed and disclosed at this stage shall be evaluated in line with the Exclusion and Blacklisting Criteria as per these Instructions to Tenderers. Furthermore, if the sub-contractor is relied upon by the Contractor to meet the standards established in the selection criteria, apart from submitting the relevant commitments in writing, such reliance will be evaluated to verify its correctness and whether in effect these criteria are satisfied.

It is being understood that if the information being requested regarding sub-contracting is left empty, it will be assumed that no sub-contracting will take place (0% subcontracting)
- (d) **Quality Assurance Schemes and Environmental Management Standards** <sup>(Note 2)</sup> - **NOT APPLICABLE**

It is the Economic Operator's responsibility to ensure that the correct information is reflected in the ESPD document available with this Request for Proposals for the above criteria.

**(C) Specifications**

- (i) Tenderer's Technical Offer (consisting of all forms and documents as stated below) in response to the Tenderer's Technical Offer - Organisation & Methodology Form available with this Request for Proposals. <sup>(Note 3)</sup>
- (ii) **Literature** as per Form marked 'Literature List' to be submitted with the Technical offer at tendering stage. Alternatively, an Economic Operator can quote a reference number under which he/she has already supplied items so that there would be no need to submit literature. <sup>(Note 2)</sup>
- (iii) **Samples** as per Form marked 'Samples List' may be requested during the adjudication stage to supplement the technical offer submitted. If requested, the Samples must be submitted within **five (5) working days** of being notified to do so. <sup>(Note 3)</sup> If Samples are not submitted within the specified timeframe offer will not be considered further.

Samples of the chemicals, detergents and disinfectants which are being proposed to be used during the duration of the project. All samples must comply with the Green Public Procurement Criteria as per Appendix 1 of the tender document.

All samples shall be labeled with Tenderer Name, Name of Item and Quote Reference. The samples submitted are to be sealed and in their original packing showing the manufacturer and other pertinent details. Unlabelled samples will not be considered. **All costs related to the submission and delivery of samples, if requested is to be borne by the tenderer.**

**(D) Financial Offer**

- (i) A financial offer calculated on the basis of **Delivered Duty Paid (DDP) (Grand Total)** for the **services** tendered as per document available with this Request for Proposals. <sup>(Note 3)</sup>
- (ii) A filled-in **Financial Bid Form** (as per document available with this Request for Proposals). <sup>(Note 3)</sup>

**Notes to Clause 5:**

*1. Tenderers will be requested to clarify/rectify, within five (5) working days from notification, the tender guarantee only in the following four circumstances: incorrect validity date, and/or incorrect value, and/or incorrect addressee and incorrect name of the bidder. Rectification in respect of the Tender Guarantee (Bid Bond) is free of charge.*

*2. Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five (5) working days from notification.*

*3. No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

Requests for Clarifications and/or Rectifications concerning a previous request dealing with the same shortcoming shall not be entertained.

**4. Criteria for Award**

6.1 The contract will be awarded to the tenderer submitting the offer with the Best Price/Quality Ratio (BPQR) in accordance with the below.

Each technical offer will be evaluated in accordance with the award criteria and the associated weighting as detailed in the evaluation grid as per below. No other award criteria will be used. The award criteria will be examined in accordance with the requirements as indicated in the Technical Specifications.

The (BPQR) is established by weighing technical quality against price on a 70/30  basis respectively. This is done by multiplying;

- the technical scores awarded to the offers by 0.70
- the financial scores awarded to the offers by 0.30

Tenderers must achieve an average technical score of (70)\*\*. The average technical score is arrived at by adding the individual weighted scores of each evaluator divided by the number of evaluators. Those tenderers that do not obtain the minimum set average technical score will be eliminated.

6.2 The Evaluation Process:

At this step of the evaluation process, the Evaluation Committee will analyse the administratively-compliant tenders' technical conformity in relation to the published Terms of Reference/Technical Specifications.

When evaluating technical offers, each evaluator awards for each criterion/sub-criterion a score out of a maximum of 100 in accordance with the technical criteria and any sub-criteria as outlined in the evaluation grid.

If thresholds are set for each/any of the criteria/sub-criteria by setting a value out of 100, those offers that do not obtain the set threshold for the individual criterion/sub-criterion will be eliminated\*.

Tenderers must achieve an average technical score of (70)\*\*. The average technical score is arrived at by adding the individual weighted scores of each evaluator divided by the number of evaluators. Those tenderers that do not obtain the minimum set average technical score will be eliminated.

The offer achieving the highest technical score will be awarded 100% of the technical weight. The other offers will be awarded scores in proportion to the offer with the highest technical score as per below formula;

$$\text{Technical score} = \frac{\text{Average Technical Score of the Respective Offer} \times \text{Technical Weight}}{\text{Highest Average Technical Score}}$$

The financial offers for tenders which were not eliminated during the technical evaluation (i.e., those which have achieved an average technical score of (XX)\*\* or more and/or those which have achieved the set threshold for individual criterion/sub-criterion) will be evaluated. The Evaluation Committee will also check that the financial offers contain no arithmetical errors.

The offer with the lowest price will be awarded 100% of the financial weight. The other offers will be awarded scores in proportion to the offer with the lowest price as per below formula;

$$\text{Financial score} = \frac{\text{Lowest Priced Offer}}{\text{Financial Offer of the Tender Being Considered}} \times \text{Financial Weight}$$

The BPQR will be awarded to the offer that has obtained the highest score after adding the respective technical and financial scores as visualised below;

### Overall Best Price Quality Ratio (BPQR) evaluation

Conclusion of tender evaluation under BPQR:

$$\text{Score}_i = \left( \left( \frac{\text{Tech}_i}{\text{Tech}_{\max}} \times W_{\text{Tech}} \right) + \left( \frac{\text{Fin}_{\min}}{\text{Fin}_i} \times W_{\text{Fin}} \right) \right)$$

Where:

- $\text{Tech}_i$  is the technical score of the supplier
- $\text{Tech}_{\max}$  is the maximum technical score achieved amongst all suppliers
- $\text{Fin}_{\min}$  is the minimum financial price offered amongst all suppliers
- $\text{Fin}_i$  is the financial price of the supplier
- $W_{\text{Tech}}$  is the weight of the technical envelope
- $W_{\text{Fin}}$  is the weight of the financial envelope

#### Evaluation Grid

Criteria/Sub-criteria	Points	Points (%) *
<b>A - Employees to be employed on the Contract</b>	<b>8 points</b>	
<b>A.1 - Skills and Capabilities</b>		
The economic operator is to submit:		
i. A Declaration that all personnel performing the requested service shall be given basic training in the provision of cleaning services and refresher courses, which are to include sessions on infection prevention and control, general hygiene and waste management. A proposal including lists of lectures and subjects to be covered is to be submitted. Personnel performing the requested service shall be provided with regular in-service refresher lectures during the performance of the contract at a minimum frequency of two hours per year	4 points or 0	(100% or 0)



<p>per employee. The training should be delivered by competent persons.  <b>(Mandatory)</b> (4 points)</p> <p>As per Section 3 ‘Terms of Reference’, Clause 4.2 ‘Specific Activities’, Specs 1.2.4 ‘The provision of Training for the Contractor’s Employees’ and Spec 2.15 ‘Staff Training’</p> <p>i. Declaration by the economic operator that all personnel performing the requested service shall have the ability to communicate in Maltese and/or fluent English.  <b>(Mandatory)</b> (2 points)</p> <p>As per Section 3 ‘Terms of Reference’, Clause 4.2 ‘Specific Activities’, Spec 2.14 ‘Written &amp; Oral Skills’</p> <p>ii. Declaration by the economic operator that all personnel performing the requested service shall have a clean police conduct certificate.  <b>(Mandatory)</b> (2 points)</p> <p>As per Section 3 ‘Terms of Reference’, Clause 4.2 ‘Specific Activities’, Spec 2.4 ‘Police Conduct Certificate’</p> <p>For the above criteria ‘0’ score shall be allotted if the required declaration is not submitted whereas full marks will be given if the requested declaration is provided accordingly.</p>	<p>2 points or 0</p> <p>2 points or 0</p>	<p>(100% or 0)</p> <p>(100% or 0)</p>
<p><b>B - Contract Management and Operations</b></p>	<p><b>60 points</b></p>	
<p><b>B.1 - Contract Management/Supervision</b></p>	<p><b>8 points</b></p>	
<p>The Economic Operator is to submit the following:</p> <p>i. A Declaration that one suitably qualified full-time employed manager together with a deputy manager are to be assigned exclusively to AACCC together with a team of two (2) qualified supervisors (Supervisor Residential Homes and Supervisor Community &amp; Support Services) must be present in the times as indicated in the</p>	<p>2 points or 0</p>	<p>(100% or 0)</p>

<p>Terms of Reference - Spec. no. 2.3 - Managerial &amp; Supervisory Staff.  <b>(Mandatory) (2 points)</b></p> <p>As per Section 3 ‘Terms of Reference’, Clause 4.2 ‘Specific Activities’, Spec 2.3 ‘Managerial &amp; Supervisory Staff’</p> <p>The Economic Operator is to submit a write-up report of approximately 1,000 words together with templates indicating the following measures:</p> <p>ii. A list of measures to ensure time keeping and employees attendance record  <b>(Mandatory) (3 points)</b></p> <p>As per Section 3 ‘Terms of Reference’, Clause 4.2 ‘Specific Activities’, Spec 2.5 ‘Employee Attendance Record’</p> <p>iii. A list of measures, including the proposed cleaners working shift/roster system, to ensure an adequate level of service  <b>(Mandatory) (3 points)</b></p> <p>As per Section 3 ‘Terms of Reference’, Clause 4.2 ‘Specific Activities’, Spec 5 ‘Hours of Work and Cleaning Staff required per month for each entity within the AACC’</p> <p>The points shall be allotted within a spectrum from 0% to 100%. If a ‘0’ is allotted to any of the criteria, the offer shall be disqualified.</p>	<p>3 points or 0</p> <p>3 points or 0</p>	<p>(100% or 0)</p> <p>(100% or 0)</p>
<p><b>B.2 - Backup Capacity (Contingency Plans)</b></p>	<p>20 points</p>	
<p>The Economic Operator is to propose a Contingency Plan through the submission of a write-up report of approximately 2,000 - 2,500 words showing that the Economic Operator can realistically deal with unexpected and undesirable occurrences.</p> <p>This shall include, but not limited to:</p> <p>i. Sick personnel  <b>(Mandatory) (4 points)</b></p> <p>ii. Industrial action affecting the contractor’s work force  <b>(Mandatory) (4 points)</b></p>	<p>4 points or 0</p> <p>4 points or 0</p>	<p>(100% or 0)</p> <p>(100% or 0)</p>

<p>iii. Breakdown of the public transportation system that may affect the ability of the cleaning staff to arrive punctually to their place of work. <b>(Mandatory)</b> (4 points)</p> <p>iv. National calamities where the number of cleaning staff has to be substantially increased at very short notice. <b>(Mandatory)</b> (4 points)</p> <p>v. Additional cleaning services that may be requested as and when required. <b>(Mandatory)</b> (4 points)</p> <p>As per Section 3 'Terms of Reference', Clause 4.2 'Specific Activities', Spec 2.19 'Contingency Planning'</p> <p>The points shall be allotted within a spectrum from 0% to 100%. If a '0' is allotted to any of the criteria, the offer shall be disqualified.</p>	<p>4 points or 0</p> <p>4 points or 0</p> <p>4 points or 0</p>	<p>(100% or 0)</p> <p>(100% or 0)</p> <p>(100% or 0)</p>
<p><b>B.3 - Reporting Requirements</b></p>	<p>12 points</p>	
<p>The Economic Operator is to submit a write-up report of approximately 1,000 - 1,500 words together with templates indicating the following Reporting Requirements:</p> <p>i. Draft Monthly Report Template including timetables to illustrate the number of hours rendered in requested services for the respective month <b>(Mandatory)</b> (3 points)</p> <p>ii. Draft Monthly Report Template of Vacation Leave Planned for the subsequent month <b>(Mandatory)</b> (3 points)</p> <p>iii. Draft Report Template of the inspections to ensure an adequate level of the service <b>(Mandatory)</b> (3 points)</p> <p>iv. Draft Report Template in case of any incident or complaint logged by the Contracting Authority or any other entity under its remit, showing date, time, personnel involved and the circumstances of the case. <b>(Mandatory)</b> (3 points)</p>	<p>3 points or 0</p> <p>3 points or 0</p> <p>3 points or 0</p> <p>3 points or 0</p>	<p>(100% or 0)</p> <p>(100% or 0)</p> <p>(100% or 0)</p> <p>(100% or 0)</p>

<p>As per Section 3 ‘Terms of Reference’, Clause 7.1 ‘Reporting Requirements’</p> <p>For the above criteria ‘0’ score shall be allotted if the required declaration is not submitted whereas full marks will be given if the requested declaration is provided accordingly.</p>		
<p><b>B.4 - Methodology</b></p>	<p>10 points</p>	
<p>Proposed methodology (scheduled work plan) through the submission of a write-up report of approximately 2,000 - 2,500 words demonstrating the following:</p> <p>i. An understanding of the Terms of Reference and provide a comprehensive and holistic cleaning plan which covers all areas including:                  Room Service                  Spring cleaning                  Periodic cleaning                  Communal, Public &amp; Non Public Areas  <b>(Mandatory)</b> (5 points)</p> <p>As per Section 3 ‘Terms of Reference’, Clause 4.2 ‘Specific Activities’, Spec 1.3 ‘Work and Work Routines’</p> <p>ii. An understanding of the Terms of Reference with particular emphasis on:                  Hard and Semi-hard Floor cleaning                  General cleaning                  Pantry cleaning                  Bathroom cleaning                  Sanitary cleaning                  Specialist cleaning                  Catering  <b>(Mandatory)</b> (5 points)</p> <p>As per Section 3 ‘Terms of Reference’, Clause 4.2 ‘Specific Activities’, Spec 3.2 ‘Holistic Cleaning System’</p> <p>The points shall be allotted within a spectrum from 0% to 100%. If a ‘0’ is allotted to any of the criteria, the offer shall be disqualified.</p>	<p>5 points or 0</p> <p>5 points or 0</p>	<p>100% or 0</p> <p>100% or 0</p>
<p><b>B.5 - Other Requirements</b></p>	<p>10 points</p>	
<p>i. Uniforms/Attire</p>	<p>2 points or 0</p>	<p>(100% or 0)</p>

<p>Economic Operators are to provide photos illustrating all minimum requirements set in Terms of Reference  <b>(Mandatory)</b> (2 points)</p> <p>As per Section 3 ‘Terms of Reference’, Clause 4.2 ‘Specific Activities’, Spec 2.9 ‘Appearance &amp; Uniforms’</p> <p>For the Uniform/Attire and Safety &amp; Protective Clothing criteria ‘0’ score shall be allotted if the Economic Operator does not provide a picture/visual/photo of the uniform/attire and/or the picture/visual/photo provided does not illustrate all minimum requirements. Full marks will be given if the picture/visual/photo of the uniform/attire is provided and illustrates all minimum requirements stipulated in this request for proposals.</p> <p>ii. Equipment  Economic Operators are to submit a detailed list of equipment to be utilised for the provision of cleaning services and the proposed implementation strategy.  <b>(Mandatory)</b> (4 points)</p> <p>As per Section 3 ‘Terms of Reference’, Clause 4.2 ‘Specific Activities’, Spec 3.3 ‘Cleaning Materials and Equipment’ and 3.4 ‘Equipment’</p> <p>iii. Green Public Procurement - Cleaning Services and Products:  A list of cleaning products to be used during the contract is to be submitted. Safety Data Sheets for cleaning products must be presented. It is to be accompanied by proof that each product carries EU Ecolabel. In case of products, which do not carry the EU Ecolabel, please provide the documentation listed in the Verification available at Appendix 1.  <b>(Mandatory)</b> (4 points)</p> <p>As per Section 3 ‘Terms of Reference’, Clause 4.2 ‘Specific Activities’, Spec 3.3.1 (g) ‘Green Public Procurement - Cleaning Services and Products’</p> <p>For the above criteria ‘0’ score shall be allotted if the required declaration is not submitted whereas full marks will be given if the requested declaration is provided accordingly.</p>	<p>4 points or 0</p> <p>4 points or 0</p>	<p>(100% or 0)</p> <p>(100% or 0)</p>
<p><b>C - Social Aspects</b></p> <p><b>Any information regarding third parties is to be blacked out in line with the GDPR</b></p>	<p>32 points</p>	
<p><b>C.1 - Equal Opportunities</b></p>	<p>Maximum of 4 points</p>	

<p><b>N.B. to Economic Operators with no Employees:</b>  ‘Economic Operators with no Employees’ that are sub-contracting the services to known third parties, at tendering stage, are also to provide the necessary proof/evidence as per the set requirements of the ‘Company with Employees’ on behalf of the sub-contractors.</p> <p>The Economic Operator is to submit:</p> <p>i. Evidence that economic operator is an Equal Opportunities employer in line with the Equality Mark or equivalent <b>(Add on)</b> (maximum of 2 points)</p> <p><i>A copy of the NCPE (or equivalent) Equality Mark certificate is to be provided.</i></p> <p>ii. Proof that the economic operator meets the Legal Requirements for the employment of disabled people. <b>(Mandatory)</b> (2 points)</p> <p><i>Proof/evidence through appropriate documentation through Jobs Plus or the relative state body shall be provided.</i></p>	<p>2 points</p> <p>2 points or 0</p>	<p>100% or 1% as a minimum</p> <p>100% or 0</p>
<p><b>C.2 - Employment Conditions</b></p>	<p>Maximum of 28 points</p>	
<p><b>N.B. to Economic Operators with no Employees:</b>  ‘Economic Operators with no Employees’ that are sub-contracting the services to known third parties, at tendering stage, are also to provide the necessary proof/evidence as per the set requirements of the ‘Company with Employees’ on behalf of the sub-contractors.</p> <p><b>All proof submitted should not rely on 3<sup>rd</sup> party information such as employee personal details. All 3<sup>rd</sup> party personal details should be blacked out.</b></p> <p>The Economic Operator is to submit proof indicating the following:</p> <p>i. Existing/Potential Employees have a written contract <b>(Mandatory)</b> (2 points)</p> <p><i>A copy of the contract agreement between the bidder and an employee is to be provided.</i></p>	<p>2 points or 0</p>	<p>100% or 0</p>

<p>ii. Wages are paid by credit transfer - costs which are borne by the contractor <b>(Mandatory)</b> (2 points) <i>Proof is to be provided eg: Agreement between Bank or Written communication between bidder and Bank confirming direct credit settlement of wages.</i></p>	<p>2 points or 0</p>	<p>100% or 0</p>
<p>iii. Planned schedule of payment dates for the years 2021 and 2022 indicating the dates when wages are paid to employees <b>(Add on)</b> (maximum of 3 points)</p>	<p>3 points</p>	<p>100% or 1% as minimum</p>
<p>iv. Employees are provided with a detailed payslip <b>(Mandatory)</b> (3 points)  <i>A copy of a payslip is to be provided.</i></p>	<p>3 points or 0</p>	<p>100% or 0</p>
<p>v. Contractor to provide proof of insurance cover to its employees in case of injury during work <b>(Add on)</b> (maximum of 4 points)  <i>A copy of an Employers' Liability Insurance Cover is to be provided.</i></p>	<p>4 points</p>	<p>100% or 1% as minimum</p>
<p>vi. Declaration by the Contractor of freedom of employees (no restrictions imposed) to join a Trade Union <b>(Mandatory)</b> (3 points)</p>	<p>3 points or 0</p>	<p>100% or 0</p>
<p>vii. The Economic Operator is to submit a copy of a Valid Collective Agreement that is in place and registered with the Department of Industrial and Employment Relations <b>(Add on)</b> (maximum of 3 points)</p>	<p>3 points</p>	<p>100% or 1% as minimum</p>
<p>viii. Health and Safety resources (quality assurance systems employed by the contractor to ascertain a good/safe working environment). Resources to be provided by economic operator for window cleaning to ensure safety to employees. <b>(Mandatory)</b> (4 points)  As per Section 3 'Terms of Reference', Clause 4.2 'Specific Activities', Spec 2.18 'Occupational Health and Safety'</p>	<p>4 points or 0</p>	<p>Maximum of 100%</p>
<p>ix. Free immunisation to staff. The economic operator is to submit a declaration that all</p>		

<p>personnel performing the requested service is given the required vaccinations at his expense especially Covid19 vaccine.  <b>(Mandatory)</b> (4 points)</p> <p>As per Section 3 ‘Terms of Reference’, Clause 4.2 ‘Specific Activities’, Spec 2.16 ‘Vaccinations’</p> <p><i>For sub-criterion ix. - The points shall be allotted within a spectrum from 0% to 100%. If a ‘0’ is allotted in respect of any of the criteria, the offer shall be disqualified.</i></p>	<p>4 points or 0</p>	<p>100% or 0</p>
<p><b>Total Criteria Weight</b></p>	<p>100</p>	

**All declarations submitted at tendering stage will be verified during the implementation of the contract.**

For **MANDATORY** requirements, unless otherwise specified in each criterion, if the Declaration/Proof/Certificate/List/Picture/Template/Visuals/Photos (or any other information as requested in each criterion) is not provided or else it is not in line with the specified requirements, automatically a score of ‘0’ shall be allotted and the bidder shall be disqualified. Full marks will be given if the required information is submitted and it provides all the minimum requirements.

For **ADD-ON** criteria, if the Declaration/Proof/Certificate/List/Picture/Template/Visuals/Photos (or any other information as requested in each criterion) are provided, full marks will be allotted. However, if not provided or else the contents of the submitted information is not in line with the specified requirements, automatically a score of ‘1%’ will be allotted. If Add-on criteria are not submitted the offer will not be disqualified.



## SECTION 2 - SPECIAL CONDITIONS

These conditions amplify and supplement, if necessary, the General Conditions governing the contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. Other Special Conditions may be indicated afterwards.

### Article 2: Notices and Written Communications

- 2.4 The formal contact person for the Contracting Authority shall be the Chief Executive Officer (CEO) who may delegate authority to a representative within the Contracting Authority. All correspondence shall include the contract/tender reference number. Any written communication relating to this contract following the award of the contract must be sent to:

Active Ageing and Community Care  
FXB Building, Level 1  
Mdina Road  
Qormi QRM 9014

Telephone: 2278 8800/444/445  
Email: [procurement-aacc@gov.mt](mailto:procurement-aacc@gov.mt)

### Article 5: Supply of Information

- 5.1 As per General Conditions.

### Article 6: Assistance with Local Regulations

- 6.1 As per General Conditions.

### Article 7: General Obligations

- 7.2 The Contractor shall ensure that this Contract is executed with due care and diligence and to the highest professional standards and in full coordination with the Contracting Authority.

The Contractor shall give prompt notice to the Contracting Authority of any error, omission, fault or other defect in the services which may come to his attention.

The Contractor shall ensure compliance with all applicable legislation and, without prejudice of the generality of the foregoing, shall:

- (a) obtain, maintain in force and renew as may be necessary at his own expense, any licences, permits or consents required to enable him lawfully to provide the required

Services. Nothing in this Contract shall be construed as exempting the Contractor from obtaining and renewing such licenses, permits or consents or of keeping them in force at all times during the Period of Execution.

- (b) comply with all Health and Safety legislation and shall diligently undertake all actions necessary to ensure that, in the performance of its obligations under the Contract, the safety of its employees, agents and sub-contractors, the general public and Contracting Authority's employees is not compromised. Assume full responsibility and accountability regarding the health and safety of his/her employees including third parties involved in the execution of this Contract.
- (c) The contractor must have ALL the following standards and provide the necessary documentation to confirm these. Economic Operators are to note that any subsequent regulation/s will be deemed acceptable as far as the certification submitted conforms with the regulation/standard listed below:
- UNI EN ISO 9001:2008 - Quality Management System Standard
  - BS OHSAS 18001:2007 - Occupational Health and Safety Management System Standard.
  - All other standards and legislations as mentioned in the Terms of Reference

The Contractor will be required to supply cleaners who will be exclusively under his charge and for whose performance he will be fully accountable. The labour force will be required to perform as directed by the Person responsible of the Unit/Home management to predetermined specifications and hygiene standards. Regular checks by AACC management representative will be carried out to assess performance and penalties will be levied for non-compliance to established standards. The contractor will provide the manpower as directed by the AACC management. The contractor will be penalised for every hour of labour lost which may result from lateness, absenteeism or abandonment of posts by his employees and no payment will be made for such absences. Furthermore, the contractor is duty bound to provide documentary evidence of the supply of manpower. These documents must be presented together with the invoice when claiming payment.

The Contractor is responsible for all debts and its obligations vis-à-vis third parties and the Contracting Authority shall in no manner be held responsible for any debts or obligations incurred by the Contractor.

The Contractor shall be entirely responsible to pay all taxes, stamp duties, license fees, other such levies or charges, in existence or which may be imposed outside and within Malta.

#### 7.12

The Contractor shall, within 15 calendar days of receipt of the contract, sign and date the contract and return it together with a copy of the Performance Guarantee. The Contractor is further obliged to forward the original performance guarantee to the Contracting Authority. The Contract will not be endorsed by the Contracting Authority/Central Government Authority until the performance guarantee is submitted. The amount of the guarantee shall be 4% where the amount of the total contract value is between €10,000 and €500,000 ex VAT, and 10% where the amount of the total contract value is €500,000 or above.

Economic Operators have the possibility to provide the Contracting Authority with a Single Bond covering the performance guarantees for all the contracts with the same Contracting Authority. If an additional contract is awarded to a given contractor, which results in an

economic operator's current cumulative contracts value to go beyond the contract value range currently covered by the Single Bond, the contractor is to be requested to; either submit a separate Performance Guarantee for the additional contract; or else submit a new Single Bond to cover the new total contracts value or submit an amendment to the original Single Bond specifying the new amount. If an Economic Operator chooses to make use of the Single Bond, he must submit a letter from the respective Contracting Authority specifying that the amount of the Single Bond covers the new Contract, otherwise the new Contract Agreement would not be signed.

- 7.15 The Performance Guarantee shall be released within 30 days of completion date of the contract, that is after the one (1) year contract period.

### **Article 13: Medical, Insurance and Security Arrangements**

- 13.2 Further to the provisions of the General Conditions;

The Contractor shall keep the Contracting Authority indemnified against any loss or damages which it may incur as a result of anything done or omitted to be done by the Contractor or his employees, agents or sub-contractors in terms of this Contract. For such purposes the Contractor shall take out a Professional Indemnity Insurance Policy the terms and value of which shall be subject to final approval by the Contracting Authority.

The Contractor shall, without limiting his obligations and responsibilities under the Contract, within 20 days of the signing of the contract, take out insurance in the joint names of the Contractor and Contracting Authority against liabilities for death of or injury to any person or loss of or damage to any property arising out of the performance of the Contract. Any insurance policy under this Clause shall include a cross liability clause such that the insurance shall apply to the Contractor and to Contracting Authority as separate insured parties.

If the Contractor fails to effect or keep in force any of the insurances required under the Contract, or fails to provide evidence of the existence of the policies to Contracting Authority, then in any such case, the Contracting Authority may, at the Contractor's expense, effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time to time deduct the amount so paid from any monies due or to become due to the Contractor or recover the same as a debt due from the Contractor.

In the event that the Contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the Contract, he shall indemnify Contracting Authority against all losses and claims arising from such failure.

- 13.3 As per General Conditions.

### **Article 14: Intellectual and Industrial Property Rights**

- 14.3 As per General Conditions.

### **Article 15: Scope of the Services**

- 15.1 The scope of the services is defined in Section 3 (Terms of Reference).

### **Article 16: Personnel and Equipment**

16.4

Further to what is stated in the General Conditions;

The cleaners will be expected to abide by the rules and codes as established by the AACC's management and will be required to wear an appropriate uniform (to be agreed upon with the AACC's management) and identification. The uniform is to be provided and maintained by the contractor. Identification cards will be provided by the AACC. The contractor will supervise his employees and assume responsibility for their performance and will be duty bound to appoint a competent manager and proper assistance to take care of the cleaning operations during day and evening time. The contractor is also obliged to provide a working supervisor during night-time. The contractor would also be responsible for the replacement and substitution of the complement assigned to the Units and Homes, as directed by the AACC's management, to maintain the sufficient staffing levels at all times.

The successful contractor must ensure the presence of one suitably qualified full-time employed manager deputised by a suitably and equivalently qualified deputy to be assigned exclusively to AACC, together with a team of two (2) suitably qualified supervisors (Supervisor Residential Homes & Supervisor Community Services & Support Services), at any given time during day-time that is from 07.00 hours up to 17.00 hrs. One evening supervisor covering all areas from 17.00hrs up to midnight is required. No supervisor will be required to be present during night time however, due to the nature of the work, the manager or his/her deputy must after 17.00hrs be on call and reachable by telephone before the start of the following days' shift.

All contractor's employees must be in possession of a good police conduct certificate prior to being allowed access to all entities under the remit of the AACC. Copies of such certificates must be presented to the Assistant Director Support Services or any person delegated by the AACC's Management. The Contractor shall within five (5) working days from the last signature of the contract provide: names, copy of ID Cards and a recent valid police conduct (issued within the last one (1) month from the last date on contract agreement) for the cleaning personnel who will perform the duties at the premises.

The contractor is duty bound to keep a record of all employees assigned to duties in AACC's premises by date and location. Records are to be kept for a minimum of one year. The timekeeping templates and certification by the supervisor are to be submitted monthly and are to include attendance sheets of all the cleaning staff showing dates and hours of service. In case of any incident the contractor shall submit an incident report showing date, time, personnel involved and the circumstances of the case.

The Contractor must carry out a Risk Assessment Report by a competent person or authority in accordance with the Occupational Health and Safety legislation issued by a competent person. The first risk assessment report shall be submitted to the Contracting Authority within six (6) months from the date of signature on contract and subsequently the report shall be constantly up to date and revised every six (6) months. A copy of each risk assessment report shall be submitted to the Contracting Authority accordingly.

The contractor must ensure that he has the necessary resources to guarantee the replacement of staff on sick leave and vacation leave.

The Client (AACC) shall have the right, at all times, to oblige the contractor to remove forthwith from the premises any person under the contractor's responsibility who the client,

at his sole discretion, deems undesirable on the premises and the contractor will replace that removed person as necessary.

Photo identity badges that can also act as proximity cards in certain units will be issued to all staff employed by the Client, the Contractor and other permanent contractors following confirmation of their employment. When staff leaves their employment, the ID badge must be returned to the Client. Temporary ID badges will be issued to temporary staff. Such ID badges shall be issued by the Client. ID badges must be worn at all times in a visible position with photograph showing. The contractor is duty bound to compensate the client for lost and damaged ID badges entrusted to him and/or his employees.

The Contractor shall provide uniforms to all employees, at his expense, which shall be to the satisfaction of the Client for his employees serving at the AACC and shall ensure that they maintain a smart and clean appearance. A sample of the proposed uniform must be submitted with the bid.

The Contractor shall provide safety and protective clothing and other safety and personal protective equipment for its employees as deployed and required in the course of their duties or as instructed by the Client.

The Contractor shall at all times maintain an Organisational Structure which includes the number of employees deployed at the AACC and details on each employee which include the respective Curriculum Vitae.

The Contractor shall ensure, that his employees at AACC are aware of the Entity Authorities' regulations and that they fully comply with such regulations.

To ensure maximum security and compliance with AACC regulations, all staff of the Contractor shall abide by any directives or instructions given by the Client and shall fully cooperate in the implementation of any security measures imposed.

All cleaning staff should have good oral communication skills in the Maltese language. Staff who cannot speak basic Maltese may be considered if they can fluently speak English. The client reserves the right to interview any staff being proposed for employment by the Contractor.

The contractor will be bound to provide his employees engaged in the execution of this tender for periodical training required for the execution of their duties at his own expense. The cost of the training will be borne by the contractor who is also bound to make the employees receiving training available at the contractor's expense. After the initial training, staff should also be provided with regular in-service refresher lectures during the duration of the contract at a minimum frequency of 2 hours per year per employee. The client may require all newly deployed cleaning staff to undertake induction training, the cost of which would be covered by the contractor. Full details of the competence and experience of the proposed trainers should be provided. The individual/s giving the training should have experience of general hygiene and a working knowledge of infection control.

**The Contractor is bound to ensure, at his own expense, that his employees have received statutory or other normally given immunization and vaccination, including but not solely, vaccines against Hepatitis B (and vaccines against seasonal influenza). The Contractor shall keep a record of the employees' vaccinations and also provide the information to AACC when requested.**

The contractor is to endeavour to minimise his staff turnover so as to ensure that staff accustom themselves to the work routines in the areas where they are posted.

It is to be made clear that Contractor's Employees engaged on this contract shall enjoy working conditions i.e. wages/salaries, vacation and sick leave/maternity and parental leave etc as provided for in the relative employment legislation. As indicated in this tender document, they shall, moreover, comply with Chapter 424 of the Laws of Malta (Occupational Health and Safety Authority Act) as well as any other national legislation, regulations, standards, and/or codes of practice, or/and any amendment thereto.

**The Contractor shall take on the employees of the current contractor who will be affected by the transfer and to abide fully with the transferee's obligations in terms of the Transfer of Business Regulations.**

Transfer of Business as per L.N. 433 of 2002 as amended by L.N. 427 of 2007; L.N. 195 of 2010; L.N.129 of 2011; L.N. 443 of 2011; L.N. 363 of 2012: The current Contractor's employees, that is, those employees employed through the existing Contractor/s, are to be retained in employment with the Contracting Authority by the successful Contractor. Failure on the part of the Contractor to comply with this clause shall render the Contractor liable to the penalties stipulated under clause 19 of these Special Conditions.

#### **Occupational Health and Safety**

The contractor must abide to Chapter 424, Act 27 of 2000, article 6 (1), where it shall be the duty of the employer to ensure the health and safety at all times of all persons who might be affected by the work being carried out for such employer. The contractor shall take the necessary measures as per article 6 (2) of Act 27 of 2000 by following the general principals of prevention that is by:

- a) The avoidance of risk
- b) The identification of hazards associated with work;
- c) the evaluation of those risks which cannot be avoided;
- d) the control at source of those risks which cannot be avoided;
- e) the taking of all the necessary measures to reduce risk as much as reasonably practicable, including the replacement of the hazardous by the non-hazardous or by the less hazardous;
- f) by adapting to technical progress in the interest of occupational health and safety; and
- g) by the development of a coherent overall prevention policy which covers technology, the organisation of work, working conditions, social relationships and the influence of factors related to the working environment.

As per legal notice 36 of 2003, Article 5, the cleaning contractor shall:

- a) identify hazards at the place of work and shall avoid risks to occupational health and safety
- b) evaluate those risks to the health and safety of workers which cannot be avoided and shall combat them at source;

Without prejudice to the generality of the foregoing the cleaning contractor shall as per legal Notice 36 of 2003, Article 6 (1), evaluate risks to occupational health and safety, *inter alia* (among other things) in the choice of work equipment, the chemical substances or chemical

preparations used, the work practices or activities, and the design and fitting-out of work places, as well as the workers' capabilities to carry out safely the task or tasks entrusted to them.

With respect to the same Legal Notice 36 of 2003, Article 6 (4), the Cleaning Contractor shall take appropriate steps to ensure that only workers who have received adequate and suitable training may have access to areas where there is serious and specific danger.

If the contractor shall have 5 or more workers employed he/she must conduct a risk assessment as per Legal Notice 36 of 2003, Article 10 (1), a copy of this risk assessment shall be handed over to the Contracting Authority. The Service Provider must carry out a Risk Assessment Report issued by a competent person or authority in accordance with the Occupational Health and Safety legislation. The first risk assessment report shall be submitted to the Contracting Authority within six (6) months from the date of signature on contract and subsequently the report shall be constantly up to date and revised every six (6) months. A copy of each risk assessment report shall be submitted to the Contracting Authority accordingly.

### Cleaning Materials and Equipment

The client may inspect all cleaning materials and equipment to ensure that:

All equipment is kept in ship shape condition and within the technical parameters submitted with this tender.

- a) The materials used are only those included in the Cleaning Manual, as proposed in this tender.
- b) That the percentage of active ingredients within the chemicals found on the AACC's premises in storage or being used by the contractors' employees are as submitted and declared in this tender.
- c) No change in the materials or cleaning dilution will be allowed without prior approval from the Client.
- d) Products must originate from companies with ISO 9001 accreditation and be introduced into the AACC's buildings in original sealed containers.
- e) In order to guarantee consistency and reduce wastages, dilution of cleaning chemicals must be undertaken using automatic or technical dosing systems that eliminate variation in end dilution from operator error.
- f) Detergents, disinfectants and degreasing Agents supplied shall be labeled appropriately including contents and dilution instructions, whilst providing evidence of a respective MCCA notification. Safety data sheets (SDS) for cleaning chemicals must be presented with all cleaning chemicals supplied by the contractor as per **Legal Notice 198 of 2015**. A copy of these SDSs shall be sent to the Health and Safety Officer and another copy shall be kept readily available next to the chemicals in the event of an accident. If the brand of the cleaning chemical is changed to a different brand, even if it is the same type of cleaning chemical, an SDS for the new brand shall be submitted to replace the old brand of chemical. The Contractor is highly recommended to comply rigidly with the specifications, terms and conditions as described in Section 4 - Terms of Reference.

### Equipment

All equipment must be maintained in an adequate state of repair and function throughout the duration of the contract to ensure that it is fit for function and does not pose any hazard to the operator, patients, clients staff or visitors or else to the environment.

Equipment used for cleaning shall be frequently disinfected and sanitized. Any work equipment that shall be provided by the contractor must be compliant as per **Legal Notice 293 of 2016**, Schedule 1. The work equipment provided by the contractor shall be the contractor's responsibility and the same contractor shall assess the premises prior to introduce any work equipment to assure the health and safety of all the personnel. The contractor shall also assure that the work equipment operator shall be certified and competent to operate the work equipment provided by the same contractor. Chemicals, detergents and disinfectants for sanitising and cleaning shall be used. The manufacturer's direction and instructions have to be followed precisely for more effective cleaning and sanitising.

### **Article 18: Execution of the Contract**

**18.1** The commencement of the contract shall be within two (2) weeks from the last date of the signing of the contract.

The successful tenderer will be bound by a mobilization period of two (2) weeks from the date of the last signature of the Contract Agreement.

**18.2** The performance period of the contract shall be for a period of one (1) year from the last signature of the contract agreement (being that of the Contracting Authority).

### **Article 19: Delays in Execution**

**19.2** The amount of liquidated damages for every day of mere delay, or part thereof, elapsing between the commencement period of execution and the actual commencement of execution shall be €500 (five hundred euro).

**19.3** If these liquidated damages exceed more than 20% of the total contract value, the Contracting Authority may, after giving notice to the Contractor and having obtained prior approval of the Central Government Authority refer to article 19.3 of the General Conditions stating:

- a) terminate the contract; and
- b) complete the services at the Contractor's own expense.

**19.8** The Contractor shall ensure that any employee, working in a specific entity, who is not available to provide the Cleaning Services as a result of sick leave, leave of other absence are promptly replaced by another employee who is adequately trained and sufficiently skilled to replace the absent employee. The contractor will be fined €50 (fifty euro) per hour if he fails to provide a replacement immediately.

The contractor undertakes to provide a service level in each calendar month of not less than ninety-five per cent in the entities specified in the Terms of Reference. For each eight hours (or part thereof) of which the successful tenderer falls below the service level of ninety-five per cent (95%), the successful tenderer shall pay a penalty of €25 (twenty-five euro) per month.



The contractor will be penalized €50.00 (fifty euro) (after the first 30 minute of grace period elapses) for every hour of labour lost which may result from lateness, absenteeism or abandonment of post by his employees and no payment will be made for such absences. No grace period will be allowed for abandonment of post and the penalty will be applied immediately.

The contractor will be penalized €20.00 (twenty euro) for every detergent that is out of stock or not at hand for the disposal of the cleaning staff. No grace period will be allowed.

The contractor will be penalized €20.00 (twenty euro) for every piece of equipment which is missing or not at hand for the disposal of the cleaning staff. No grace period will be allowed.

The contractor will be penalized €100.00 (hundred euro) for every staff found working without the appropriate induction training or the refresher course.

The Client may at all reasonable times observe, inspect and carry out audits according to internationally accepted norms so as to measure the level of cleanliness in the areas entrusted to the contractor. The audits may take the form of visual inspections and/or environmental swabbing for microbiological and/or ATP counts. The decision of the auditor appointed by the Client in such circumstances is final and binding. The Contractor shall, in the event that the specification is not met, be allowed two (2) working days to take remedial measures and come within the acceptable levels of hygiene. In the event that the Contractor does not ensure compliance with the specification within this time period the Contractor shall become liable to pay the Client a penalty amounting to €120 daily for each area.

## Article 20: Modification of the Contract

20.2 As per General Conditions.

20.5 Further to what is stated in the General Conditions:  
The Contracting Authority reserves the right to effect modifications and variations to the contract in case more cleaning services are required for:

- a) Extension of building to any entity that might be constructed (such as new rooms are added in Government Homes for Older Persons) or changes in the utilization of available premises (if an entity has to move from one premise to another bigger premise),
- b) introduction of new services to the public by the various entities included in this tender
- c) Operation growth in the entities

The above circumstances will eventually lead to increased demand for cleaning services to cope with the expansion of Services within the various entities under the remit of the Active Ageing & Community Care. Such variations are capped at 30% of the total contract value. The prerogative to order such repetition of services shall vest in the Contracting Authority and if not used the contractor shall have not right to claim against Government.

20.6 Not Applicable

### **Article 23: Verifications and Checks**

**23.5** The successful bidder will be required to supply cleaners who will be exclusively under his charge and for whose performance he will be fully accountable. The labour force will be required to perform as directed by the Person responsible of the Unit/Home management to predetermined specifications and hygiene standards. Regular checks by AACC management representative will be carried out to assess performance and penalties will be levied for non-compliance to established standards.

The Client may at all reasonable times observe, inspect and carry out audits according to internationally accepted norms so as to measure the level of cleanliness in the areas entrusted to the contractor. The audits may take the form of visual inspections and/or environmental swabbing for microbiological and/or ATP counts. The decision of the auditor appointed by the Client in such circumstances is final and binding. The Contractor shall, in the event that the specification is not met, be allowed two (2) working days to take remedial measures and come within the acceptable levels of hygiene.

The client may inspect all cleaning materials and equipment as stated Section 3 - Terms of Reference, spec number 3.3 and 3.4.

### **Article 24: Interim and Final Progress Reports**

**24.1** Further to the provisions of the General Conditions, the Contractor shall provide to the Contracting Authority reports, including without limitation, the following reports:

- a) The timekeeping templates and certification by the supervisor are to be submitted monthly and are to include attendance sheets of all the cleaning staff showing dates and hours of service, indicating also which equipment was utilized during cleaning operations;
- b) In case of any incident the contractor shall submit an incident report showing date, time, personnel involved and the circumstances of the case.
- c) If the contractor shall have 5 or more workers employed he/she must conduct a risk assessment as per Legal Notice 36 of 2003, Article 10 (1), a copy of this risk assessment shall be handed over to the Contracting Authority. The Service Provider must carry out a Risk Assessment Report issued by a competent person or authority in accordance with the Occupational Health and Safety legislation. The first risk assessment report shall be submitted to the Contracting Authority within six (6) months from the date of signature on contract and subsequently the report shall be constantly up to date and revised every six (6) months. A copy of each risk assessment report shall be submitted to the Contracting Authority accordingly.
- d) Six monthly reports on detergents in line with Article 39 of Special Conditions
- e) Any other information the Contracting Authority deems essential to be included in the reports.

### **Article 26: Payments and Interest on Late Payment**

26.1

This is a fee-based contract.

The contractor shall submit a monthly statement of all the service provided to the entity. This statement is also to include detailed information of any extra hours of cleaning provided.

The Contracting Authority shall, within thirty (30) days of receiving such statements, either approve, or following discussion with the Contractor, amend the amount claimed by the Contractor. The Contracting Authority shall notify the Contractor of any such amendment or approval. In the event that the Contracting Authority approves any statement or in the event of agreement between the Contracting Authority and the Contractor on any adjustment proposed by the Contracting Authority, the Contractor shall forthwith invoice the Contracting Authority for payment of the agreed amount and such amount shall be due and payable within sixty (60) days after receipt of such invoice.

26.2

Further to what is stated in the General Conditions, the Contracting Authority shall pay the Contractor sums due within sixty (60) days of the date on which an admissible payment is registered, in accordance with Article 26 of these General Conditions. This period shall begin to run from the approval of these documents by the competent department referred to in Article 26.1 of the Special Conditions. These documents shall be approved either expressly or tacitly, in the absence of any written reaction in the 30 days following their receipt accompanied by the requisite documents.

#### Article 27: Pre-Financing Guarantee

27.2

Not applicable.

27.5

Not applicable.

#### Article 30: Revision of Prices

30.1

The prices quoted are fixed and not subject to revision or escalation in costs. However, the contracted hourly rates as submitted in the tender bid will be increased by the **Cost of Living Adjustment (COLA)** as sanctioned by the Government of Malta in respect of its policies and as instructed by the Central Government Authority. No other requests for increases or extra payments will be considered.

#### Article 32: Breach of Contract

32.2

As per General Conditions

#### Article 39: Further Additional Clauses

39.1

The contractor is committed, during the whole period of the contract to prove, when requested by the contracting authority, that all cleaning chemicals supplied by the contractor are as per **Legal Notice 198 of 2015**.

39.2

The Contractor may be expected to take on the employees of the present service provider, who will be affected by the transfer. The transfer of the employees is to fully comply with the transfer of business regulations.

- 39.3** Throughout the Contract Period, the Contractor shall employ personnel to satisfactorily perform the duties assigned to them as per Section 3 - Terms of Reference, Spec 2.1 - Rules and Codes & Spec 2.6 - Employee Replacement. The Contracting Authority shall retain sole and absolute right to ask the Contractor to replace any of its employees due to unsatisfactory performance.
- 39.4** All and any risks deriving from the employment by the Contractor of its employees under this Contract for the provision of the services required, shall be borne exclusively by the Contractor and the Contractor shall not hold the Contracting Authority responsible against any such risks throughout the Contract Period and thereafter.
- 39.5** All work to be carried out by the Contractor's employees and/or subcontracted employees in the provision of the services to the Contracting Authority, shall be under the direction of the Contracting Authority through the Management of the Service Provider.
- 39.6** All employees engaged on this contract shall enjoy working conditions including vacation and sick leave, maternity and parental leave, government weekly allowances and government bonuses in their appropriate month as provided in the relative Employment Legislation. The Contractor shall bind itself to pay employees the minimum hourly rates applicable as per Department of Contracts Circular No 20/2020 or any other Circulars which supersede.



## SECTION 3 - TERMS OF REFERENCE (Note 3)

Where in this tender document a standard, brand or label is quoted, it is to be understood that the Contracting Authority will accept equivalent standards, brands or labels. However, it will be the responsibility of the respective bidders, at tendering stage, to prove that the standards, brands or labels they quoted are equivalent to the standards requested by the Contracting Authority.

### 1. Background Information

#### 1.1 - Beneficiary Country

Malta.

#### 1.2 - Central Government Authority

Department of Contracts.

#### 1.3 - Contracting Authority

Active Ageing & Community Care (AACC) within the Ministry for Senior Citizens and Active Ageing

### 2. Contract Objectives and Expected Results

#### 2.1 - Overall Objectives

The overall objectives of the project of which this contract will be a part are as follows:

- The Active Ageing & Community Care referred to in this contract, as AACC or The Client, requires the provision of Cleaning Services for its Offices, Units and Old Peoples Home. The AACC has decided to select a company or a consortium that is in a position to offer a holistic integrated global solution for the provision of cleaning services including the supply of materials, equipment (including training in the use thereof) and labour. The company or consortium should have the appropriate skills, financial strength and experience required to successfully carry out the task.

#### 2.2 - Specific Objectives

The Cleaning Contractor would be required to undertake the following tasks under the following considerations:

- Project Magnitude
- Supply of Manpower, Materials and Equipment
- Work and work routines
- Service and Product Quality Levels
- Key Performance Indicators

## 2.3 - Results to be achieved by the Consultant

- a. to provide cleaning services at the AACC and other various entities falling within the responsibility of the AACC both in Malta and Gozo.
- b. It is expected to provide comprehensive cleaning service as required by all Entities. However, the amount of time and when these are required shall be determined solely at the discretion of AACC Management and its Entities.
- c. To provide an efficient and uninterrupted cleaning services at all times.
- d. That in this challenging environment, in order to guarantee continuity of care, it must identify and nominate one suitably qualified full-time employed manager together with a deputy manager are to be assigned exclusively to AACC together with a team of two (2) qualified supervisors (Supervisor Residential Homes and Supervisor Community & Support Services) to act as liaison with AACC Management.
- e. The Contractor shall ensure, that his employees at AACC are aware of the Entity Authorities' regulations and that they fully comply with such regulations. To ensure maximum security and compliance with AACC regulations, all staff of the Contractor shall abide by any directives or instructions given by the Client and shall fully cooperate in the implementation of any security measures imposed.

## 3. Assumptions and Risks

### 3.1 - Assumptions Underlying the Project Intervention

The contractor should have the appropriate skills, financial strength, resources and experience required to successfully carry out the task outlined.

The contractor is to be in possession of all licences and permits throughout the contract period as required by the laws of Malta (and/issues by the Police Commissioner) as well as any licences or permits that may come into force during the contract period, to enable the contractor to fulfil the scope of this contract.

The contractor is duty bound to keep a record of all employees assigned to duties in AACC's premises by date and location. Records are to be kept for a minimum of one year. The timekeeping templates and certification by the supervisor are to be submitted monthly and are to include attendance sheets of all the cleaning staff showing dates and hours of service. In case of any incident the contractor shall submit an incident report showing date, time, personnel involved and the circumstances of the case.

The Service Provider must carry out a Risk Assessment Report by a competent person or authority in accordance with the Occupational Health and Safety legislation issued by a competent person.

## 4. Scope of the Work

### 4.1 – General

#### 4.1.1 Project Description

To provide high quality cleaning services to the following Entities within Active Ageing & Community Care (AACC):

- AACC Main Office at Mdina Road, Qormi consisting of two storey offices with a small car park,
- Centru Servizz Anzajn - a small Unit of 12 persons at Old Mint Street, Valletta
- Government Homes for Older Persons being:  
Bormla Home, Floriana Home, Mosta Home, Mtarfa Home and Msida Home
- Dar Padova Dementia Centre at Ghajnsielem, Gozo.

#### 4.1.2 Geographical Area to be covered

Malta and Gozo.

## 4.2 - Specific Activities

### 1.1 Duration of Contract

The successful tenderer will be bound by a mobilization period of two weeks from the date of the last signature of the Contract Agreement. The total execution of the contract is for a period of one (1) year.

### 1.2 Description of Required Services

This is a comprehensive contract that consists of four (4) different components incorporated into one contract being:

- ❖ Duration of Contract and Description of Required Services
- ❖ General Cleaning Services for Entities within the AACC
- ❖ Service and Product Quality Levels
- ❖ Key Performance Indicators

#### 1.2.1 Supply of Manpower

**The Contractor shall take on the employees of the current contractor who will be affected by the transfer and to abide fully with the transferee's obligations in terms of the Transfer of Business Regulations.**

Transfer of Business as per L.N. 433 of 2002 as amended by L.N. 427 of 2007; L.N. 195 of 2010; L.N.129 of 2011; L.N. 443 of 2011; L.N. 363 of 2012: The current Contractor's employees, that is, those employees employed through the existing Contractor/s, are to be retained in employment with the Contracting Authority by the successful Contractor. Failure on the part of the Contractor to comply with this clause shall render the Contractor liable to the penalties stipulated under clause 19 of these Special Conditions.

The successful bidder will be required to supply cleaners who will be exclusively under his charge and for whose performance he will be fully accountable. The labour force will be required to perform as directed by the Person responsible of the Unit/Home management to predetermined specifications and hygiene standards. Regular checks by AACC management representative will be carried out to assess performance and penalties will be levied for non-compliance to established standards.

The contractor will provide the manpower as directed by the AACC management. The contractor will be penalised for every hour of labour lost which may result from lateness, absenteeism or abandonment of posts by his employees and no payment will be made for such absences. Furthermore, the contractor

is duty bound to provide documentary evidence of the supply of manpower. These documents must be presented together with the invoice when claiming payment.

The quoted **per man hour** price must be inclusive of all cleaning materials, equipment costs, related disposable costs, training, disposals, supervisory and all other operating costs/taxes/charges.

### **1.2.2 Supply of Materials**

AACC is keen to introduce a modern cleaning system utilising state of the art cleaning techniques incorporating detergents and solvents that are effective as well as environmentally friendly. Biodegradable chemicals and other non-toxic agents that are good substitutes for traditional albeit harmful and toxic cleaning chemicals such as bleaches, strong alkalis and acids are desirable and will be considered favourably.

The system should offer a **total cleaning solution** and incorporate an auditing system that measures the effectiveness and results of cleaning efforts utilising the materials and equipment. Damages resulting from the wrong use of chemical remains the responsibility of the contractor at all times.

The successful bidder will supply detergents (cleaning media, solvents, etc.), cleaning disposables and re-usable (cloths, fibres, etc) for the purpose of carrying out the cleaning regimes as detailed in the contract. It is envisaged that the detergents supplied will be compatible with one another and with the buildings, furniture and equipment finishes and form part of a holistic approach for the carrying out of the entire cleaning operations.

Attention is also due to the finishes and the adverse effect some cleaning substances may have on particular finishes. Tenderers are to indicate the chemicals (eco-friendly) that will be used on the materials as listed in their submissions. Damages resulting from the wrong use of chemical remains the responsibility of the contractor at all times.

### **1.2.3 Supply of Equipment**

The successful bidder will supply his own cleaning equipment and will be responsible for its maintenance. The cleaning equipment, which has to be suitable for use in the areas includes vacuum cleaners, motorised floor cleaners, trolleys, cleaning hand tools, ladders, power washers, etc. The tenderer will be responsible to equip his work force with the necessary equipment to the satisfaction of the AACC's Management. A list of such cleaning equipment, machinery including a full description, quantity and specifications (including noise generation), to be utilised in the areas is to be supplied with this tender document.

### **1.2.4 The provision of Training for the Contractor's Employees**

The successful bidder will be responsible for the delivery of training in the use of materials and equipment to all employees who will participate in the cleaning operations. Complete details of the proposed training should be provided, including lists of lectures and subjects covered. The course should be delivered by competent persons. Tenderers must submit the training programmes they propose to deliver with their submission including details of the training programme and the syllabus covered. At the end of the programme a suitable assessment must be undertaken to ascertain that the employees have attained the required competence and skills relative to their area of deployment.

The AACC's Management and all other entities falling under its remit may at any time subject the contractor's employees to an assessment and the contractor will be obliged to deploy the staff member thus assessed according to his/her competence.



### **1.3 Work and Work Routines**

#### **1.3.1. Cleaning Services**

- i. The Service Provider shall keep all areas under his responsibility in a hygienic and clean state.
- ii. **Room service shall be carried out daily from Monday to Sunday and it comprises:**
  - a) emptying of waste paper baskets and carry waste to the main storage area for collection
  - b) dust wiping
  - c) damp flat mopping
  - d) damp cleaning of furniture surfaces, bed side tables, height adjustable table and others
  - e) washing shower/toilet room
  - f) washing of toilet and wash hand basin
  - g) other cleaning duties arising from exceptional circumstances
- iii. **Spring cleaning must be done at least once a week and it comprises:**
  - a) washing of shower room including all fixtures shelves, etc.
  - b) wiping of all wall tiles
  - c) changing waste paper basket plastic bag
  - d) damp cleaning of all furniture
  - e) dusting of walls and ceilings
  - f) cleaning of fridges/freezers and other appliances
  - g) washing of balconies
  - h) damp cleaning of beds
  - i) clean simple non-patient care equipment and appliances after use
  - j) clean wall-mounted hand hygiene liquid soap and other dispensers and holders and refill with products as necessary
- iv. **Periodic Cleaning**

For the purpose of this agreement, Periodic Cleaning has been categorized into 2 categories: those to be carried out every six (6) to eight (8) weeks and those carried out every six (6) months.

- a) Every six (6) to eight (8) weeks the Service Provider should periodically clean the following:
  - Windows and doors cleaning
  - Washing the floors (mechanical scrubbing) and vacuum cleaning (including carpets)
  - Washing and wiping of hanging electrical fittings such as fluorescent tubes, and fans
- b) Every six (6) months the Service Provider should periodically clean the following:
  - Washing/dry cleaning of curtains and bed spreads according to manufacturer's instructions (cleaning of curtains and bed spreads is done inhouse since Govt. Homes for Older Persons mentioned in the document have a Laundry Section within their premises).
  - Deep cleaning of fridges and freezers

- Clean windows inside and outside - the task of window cleaning from the outside requires the use of special equipment such as a high-up. This should be done every six (6) months at a minimum.
  - c) All areas/items which fall under periodic cleaning are to be cleaned as often as required as the need arises. Soiled items are to be cleaned immediately and not wait for the period cleaning.
  - d) Other areas & areas adjacent to residents' rooms
- v. **The Service Provider is also responsible to keep all other areas and areas adjacent to the residents' rooms clean and this entails the daily dust wiping, damp flat mopping and washing of the following areas:**
- The Dining Area/s
  - Main Kitchen
  - Kitchenettes
  - Living Areas
  - Common Toilets/Showers
  - Offices
  - Treatment Room/s
  - Stores
  - Staff room/s
  - Dirty Utility
  - Corridors
  - Stairways, handrails, halls and waiting areas

All cleaning services (i.e. room service, spring cleaning and periodic cleaning) carried out for the residents' rooms also apply to the above areas. The main kitchen and the kitchenettes are to be daily thoroughly cleaned.

vi. **Communal, Public & Non-Public Areas**

This entails the daily dust wiping, damp flat mopping and washing of all public, non public and communal areas such as offices, corridors, lifts foyers, reception, chapel and multi faith room, and public toilets. Certain areas such as areas which are located on ground floor & offices are to be daily cleaned. Windows, glass doors and service areas such as plant rooms and boiler rooms are to be kept clean at all times. The Clients Representative for the Home, Unit or Area will ensure that all such communal areas and amenities are kept clean at all times. It is imperative to include adequate signage to indicate wet floors/cleaning in progress.

**THIS IS ONLY AN INDICATIVE LIST AND THE LIST OF DUTIES AS WELL AS THE ARTICLES AND EQUIPMENT TO BE CLEANED MAY BE CHANGED ACCORDING TO WORK EXIGENCIES AND AT THE DISCRETION OF AACC MANAGEMENT.**

**2. OTHER GENERAL SPECIFICATIONS GOVERNING CLEANING SERVICES FOR ENTITIES WITHIN THE AACC**

**2.1 Rules & Codes**

The cleaners will be expected to abide by the rules and codes as established by the AACC's management and will be required to wear an appropriate uniform (to be agreed upon with the AACC's management) and identification. The uniform is to be provided and maintained by the contractor. Identification cards will be provided by the AACC. The contractor will supervise his employees and assume responsibility for their performance and will be duty bound to appoint a competent manager and proper assistance to take care of the cleaning operations during day and evening time. The contractor is also obliged to provide a working supervisor during night-time. The contractor would also be responsible for the replacement and substitution of the complement assigned to the Units and Homes, as directed by the AACC's management, to maintain the sufficient staffing levels at all times.

## **2.2 Chemical Listing**

Attention has also to be given due to the finishes and the adverse effect some cleaning substances may have on particular finishes. Tenderers are to indicate the chemicals that will be used on the materials as listed in their submissions. Damages resulting from the wrong use of chemical remains the responsibility of the contractor at all times.

## **2.3 Managerial & Supervisory Staff**

The successful contractor must ensure the presence of one suitably qualified full-time employed manager deputised by a suitably and equivalently qualified deputy to be assigned exclusively to AACC, together with a team of two (2) suitably qualified supervisors (Supervisor Residential Homes & Supervisor Community Services & Support Services), at any given time during day-time that is from 07.00 hours up to 17.00 hrs. One evening supervisor covering all areas from 17.00hrs up to midnight is required. No supervisor will be required to be present during night-time, however due to the nature of the work, the manager or his/her deputy must after 17.00hrs be on call and reachable by telephone before the start of the following days' shift.

## **2.4 Police Conduct Certificate**

All contractor's employees must be in possession of a good police conduct certificate prior to being allowed access to all entities under the remit of the AACC. Copies of such certificates must be presented to the Assistant Director Support Services or any person delegated by the AACC's Management.

The Contractor shall within five (5) working days from the last signature of the contract provide: names, copy of ID Cards and a recent valid police conduct (issued within the last one (1) month from the last date on contract agreement) for the cleaning personnel who will perform the duties at the premises.

## **2.5 Employee Attendance Record**

The contractor is duty bound to keep a record of all employees assigned to duties in AACC's premises by date and location. Records are to be kept for a minimum of one year.

The timekeeping templates and certification by the supervisor are to be submitted monthly and are to include attendance sheets of all the cleaning staff showing dates and hours of service.

In case of any incident the contractor shall submit an incident report showing date, time, personnel involved and the circumstances of the case.

## **2.6 Employee Replacement**

The contractor must ensure that he has the necessary resources to guarantee the replacement of staff on sick leave and vacation leave.

### **2.7 Undesirable Employees**

The Client (AACC) shall have the right, at all times, to oblige the contractor to remove forthwith from the premises any person under the contractor's responsibility who the client, at his sole discretion, deems undesirable on the premises and the contractor will replace that removed person as necessary.

### **2.8 Identity Badges**

Photo identity badges that can also act as proximity cards in certain units will be issued to all staff employed by the Client, the Contractor and other permanent contractors following confirmation of their employment. When staff leaves their employment, the ID badge must be returned to the Client. Temporary ID badges will be issued to temporary staff. Such ID badges shall be issued by the Client. ID badges must be worn at all times in a visible position with photograph showing. The contractor is duty bound to compensate the client for lost and damaged ID badges entrusted to him and/or his employees.

### **2.9 Appearance & Uniforms**

The Contractor shall provide uniforms to all employees, at his expense, which shall be to the satisfaction of the Client for his employees serving at the AACC and shall ensure that they maintain a smart and clean appearance. A sample of the proposed uniform must be submitted with the bid.

### **2.10 Safety & Protective Clothing**

The Contractor shall provide safety and protective clothing and other safety and personal protective equipment for its employees as deployed and required in the course of their duties or as instructed by the Client.

### **2.11 Organisational Structure & Curriculum Vitae**

The Contractor shall at all times maintain an Organisational Structure which includes the number of employees deployed at the AACC and details on each employee which include the respective Curriculum Vitae.

### **2.12 Departmental Regulations**

The Contractor shall ensure, that his employees at AACC are aware of the Entity Authorities' regulations and that they fully comply with such regulations.

### **2.13 Directives & Instructions**

To ensure maximum security and compliance with AACC regulations, all staff of the Contractor shall abide by any directives or instructions given by the Client and shall fully cooperate in the implementation of any security measures imposed.

### **2.14 Written & Oral Skills**

All cleaning staff should have good oral communication skills in the Maltese language. Staff who cannot speak basic maltese may be considered if they can fluently speak English. The client reserves the right to interview any staff being proposed for employment by the Contractor.

### **2.15 Staff Training**

The contractor will be bound to provide his employees engaged in the execution of this tender for periodical training required for the execution of their duties at his own expense. The cost of the training will be borne by the contractor who is also bound to make the employees receiving training available at the contractor's expense. After the initial training, staff should also be provided with regular in-service refresher lectures during the duration of the contract at a minimum frequency of 2 hours per year per employee. The client may require all newly deployed cleaning staff to undertake induction training, the cost of which would be covered by the contractor. Full details of the competence and experience of the proposed trainers should be provided. The individual/s giving the training should have experience of general hygiene and a working knowledge of infection control.

### **2.16 Vaccinations**

**The Contractor is bound to ensure, at his own expense, that his employees have received statutory or other normally given immunization and vaccination, including but not solely, vaccines against Hepatitis B (and vaccines against seasonal influenza). The Contractor shall keep a record of the employees' vaccinations and also provide the information to AACC when requested.**

### **2.17 Employee Turnover**

The contractor is to endeavour to minimise his staff turnover so as to ensure that staff accustom themselves to the work routines in the areas where they are posted.

It is to be made clear that Contractor's Employees engaged on this contract shall enjoy working conditions i.e. wages/salaries, vacation and sick leave/maternity and parental leave etc as provided for in the relative employment legislation. As indicated in this tender document, they shall, moreover, comply with Chapter 424 of the Laws of Malta (Occupational Health and Safety Authority Act) as well as any other national legislation, regulations, standards, and/or codes of practice, or/and any amendment thereto.

### **2.18 Occupational Health and Safety**

The contractor must abide to Chapter 424, Act 27 of 2000, article 6 (1), where it shall be the duty of the employer to ensure the health and safety at all times of all persons who might be affected by the work being carried out for such employer. The contractor shall take the necessary measures as per article 6 (2) of Act 27 of 2000 by following the general principals of prevention that is by:

- a) The avoidance of risk
- b) The identification of hazards associated with work;
- c) the evaluation of those risks which cannot be avoided;
- d) the control at source of those risks which cannot be avoided;
- e) the taking of all the necessary measures to reduce risk as much
- f) as reasonably practicable, including the replacement of the hazardous
- g) by the non-hazardous or by the less hazardous;
- h) by adapting to technical progress in the interest of occupational health and  
a. safety; and
- i) by the development of a coherent overall prevention policy which covers

- j) technology, the organisation of work, working conditions, social relationships
- k) and the influence of factors related to the working environment.

As per legal notice 36 of 2003, Article 5, the cleaning contractor shall:

- i. identify hazards at the place of work and shall avoid risks to occupational health and safety
- ii. evaluate those risks to the health and safety of workers which cannot be avoided and shall combat them at source;

Without prejudice to the generality of the foregoing the cleaning contractor shall as per legal Notice 36 of 2003, Article 6 (1), evaluate risks to occupational health and safety, *inter alia* (among other things) in the choice of work equipment, the chemical substances or chemical preparations used, the work practices or activities, and the design and fitting-out of work places, as well as the workers' capabilities to carry out safely the task or tasks entrusted to them.

With respect to the same Legal Notice 36 of 2003, Article 6 (4), the Cleaning Contractor shall take appropriate steps to ensure that only workers who have received adequate and suitable training may have access to areas where there is serious and specific danger.

If the contractor shall have 5 or more workers employed he/she must conduct a risk assessment as per Legal Notice 36 of 2003, Article 10 (1), a copy of this risk assessment shall be handed over to the Contracting Authority. The Service Provider must carry out a Risk Assessment Report by a competent person or authority in accordance with the Occupational Health and Safety legislation issued by a competent person. The first risk assessment report shall be submitted to the Contracting Authority within six (6) months from the date of signature on contract and subsequently the report shall be constantly up to date and revised every six (6) months. A copy of each risk assessment report shall be submitted to the Contracting Authority accordingly.

## **2.19 Contingency Planning**

The bidders are to submit their contingency plans, in the event of emergencies such as but not limited to:

- a) sick personnel
- b) industrial action effecting the contractor's work force or the AACC's cleaning employees. AACC have 12 employees doing cleaning and pantry work.
- c) break down of the public transportation system that may affect the ability of the cleaning staff to arrive punctually to their place of work,
- d) national calamities where the number of cleaners has to be substantially increased at very short notice.
- e) **The contractor shall be responsible for execution of daily works during such hours as may be communicated in writing by the Contracting Authority to the contractor from time to time. Additional cleaning services will be requested as and when required.**

## **3. Service and Product Quality Levels**

### **3.1 Cleaning Standards**

**3.1.1** The Client may at all reasonable times observe, inspect and carry out audits according to internationally accepted norms so as to measure the level of cleanliness in the areas entrusted to the contractor.

**3.1.2** The audits may take the form of visual inspections and/or environmental swabbing for microbiological and/or ATP counts. The decision of the auditor appointed by the Client in such circumstances is final and binding. The Contractor shall, in the event that the specification is not met, be allowed two (2) working days to take remedial measures and come within the acceptable levels of hygiene. In the event that the Contractor does not ensure compliance with the specification within this time period the Contractor shall become liable to pay the Client a penalty amounting to €120 daily for each area.

**3.1.3 Standards** - The successful contractor must have **ALL** the following standards and provide the necessary documentation to confirm these. Economic Operators are to note that any subsequent regulation/s will be deemed acceptable as far as the certification submitted conforms with the regulation/standard listed below:

- a. UNI EN ISO 9001:2008 - Quality Management System Standard
- b. BS OHSAS 18001:2007 - Occupational Health and Safety Management System Standard

### **3.2 Holistic Cleaning System**

**3.2.1** The contractor is to provide a comprehensive and holistic cleaning plan which covers all the areas and:

- a) The plan must include a manual incorporating a comprehensive set of procedures to cover the whole span of cleaning duties. This manual, as a minimum, has to include a separate section for each of the following specific duties:

#### **HARD AND SEMI-HARD FLOOR CLEANING**

- Dust Controlling
- Damp Mopping (double bucket)
- Damp Mopping (spot)
- Flat Mopping
- Spray Cleaning
- Floor Scrubbing
- Automatic Scrubber Drying
- Floor Stripping
- Applying polish
- Stain removal
- Suction Cleaning
- Water Extraction

#### **GENERAL CLEANING**

- Damp Dusting
- Horizontal and Vertical Surfaces
- Lamps
- Chairs/Settees
- Beds

- Glass
- Internal Glass and Mirrors
- External Glass
- High Dusting
- Furniture Polishing
- Walls
- Walls Washing
- Spot cleaning
- Carpet Shampoo
- Window/s Washing

**PANTRY CLEANING (including but not exclusively)**

- Manual Washing Up
- Microwave
- Ovens
- Refrigerator
- Sinks

**BATHROOM CLEANING**

- Bath
- Hand Wash Basin
- Replenishing Consumables
- Soap Dispenser (and refilling)
- Paper Towel Holder
- Toilet Roll/Tissue
- Shower
- Disinfection of floor and wall tiles

**SANITARY CLEANING**

- Toilet Area
- Sluice
- Toilet

**SPECIALIST CLEANING**

- Curtain changing
- Steam cleaning temporary absence

**CATERING**

- Assist in distribution of meals (Breakfasts, Lunch, Afternoon Tea, Dinner, Coffee Breaks, special events etc...)
- Assist in the preparation of meals
- Assist in collecting food trays after meals

b) It should additionally be pointed out that the Infection Control policy of Government Homes for Older Persons within the AACC establishes that simple detergents are the norm for general cleaning purposes. Disinfectants are only used for surfaces where there is direct contact with the patient or else in rooms accommodating patients with infections. In these cases, chlorine-based disinfectants are normally utilised.

c) The manual should include comprehensive details of each duty including the precise equipment, materials and chemicals to be used for each and every duty.



d) It is additionally expected that the methods proposed, and especially the equipment and cleaning chemicals indicated, have been used within healthcare facilities of similar characteristics as Old People Homes.

e) The system may be modified during the duration of the contract after joint discussion between the successful contractor and the client.

f) The composition of the chemicals, their dosage, their Health and Safety Data Sheets and the dosage (dilution) must be specified for each cleaning activity.

### **3.3 Cleaning Materials and Equipment**

**3.3.1** The client may inspect all cleaning materials and equipment to ensure that:

All equipment is kept in ship shape condition and within the technical parameters submitted with this tender.

- a) The materials used are only those included in the Cleaning Manual, as proposed in this tender.
- b) That the percentage of active ingredients within the chemicals found on the AACC's premises in storage or being used by the contractors' employees are as submitted and declared in this tender.
- c) No change in the materials or cleaning dilution will be allowed without prior approval from the Client.
- d) Products must originate from companies with ISO 9001 accreditation and be introduced into the AACC's buildings in original sealed containers.
- e) In order to guarantee consistency and reduce wastages, dilution of cleaning chemicals must be undertaken using automatic or technical dosing systems that eliminate variation in end dilution from operator error.
- f) Detergents, disinfectants and degreasing Agents supplied shall be labeled appropriately including contents and dilution instructions, whilst providing evidence of a respective MCCA notification. Safety data sheets (SDS) for cleaning chemicals must be presented with all cleaning chemicals supplied by the contractor as per **Legal Notice 198 of 2015**. A copy of these SDSs shall be sent to the Health and Safety Officer and another copy shall be kept readily available next to the chemicals in the event of an accident. If the brand of the cleaning chemical is changed to a different brand, even if it is the same type of cleaning chemical, an SDS for the new brand shall be submitted to replace the old brand of chemical. The Contractor is highly recommended to comply rigidly with the specifications, terms and conditions.

g) **Green Public Procurement**

**GPP Requirements - Cleaning Services and Products**

- i. presentation of a list of cleaning products that shall be used

- ii. compliance of said products with criteria as established by the National GPP and reproduced at Clause 4.2.D.iv - CLEANING SERVICES, of the Terms of Reference:

Proof is to be (a) either the EU Ecolabel or (b) if the products do not carry the EU Ecolabel the following information must be clearly provided:

For each product offered, all substances contained above 0.01% by weight of the final product must be listed, together with their CAS-Number<sup>3</sup> (where available) and any risk phrases with which they are classified.

The name and function of all biocides must be listed. For all biocides classified as R50/53 or R51/53 the log Pow or BCF must be given.

The total quantity of elementary phosphorus must be given. (The total quantity of phosphates per wash must be given).

The Economic Operator is to submit a list of cleaning products to be used during the contract. Safety Data Sheets for cleaning products must be presented. It is to be accompanied by proof that each product carries EU Ecolabel. In case of products, which do not carry the EU Ecolabel, please provide the documentation listed in the Verification available at Appendix 1 of the Request for Proposalsf.

### 3.4 Equipment

All equipment must be maintained in an adequate state of repair and function throughout the duration of the contract to ensure that it is fit for function and does not pose any hazard to the operator, patients, clients staff or visitors or else to the environment.

Equipment used for cleaning shall be frequently disinfected and sanitized. Any work equipment that shall be provided by the contractor must be compliant as per **Legal Notice 293 of 2016**, Schedule 1. The work equipment provided by the contractor shall be the contractor's responsibility and the same contractor shall assess the premises prior to introduce any work equipment to assure the health and safety of all the personnel. The contractor shall also assure that the work equipment operator shall be certified and competent to operate the work equipment provided by the same contractor. Chemicals, detergents and disinfectants for sanitising and cleaning shall be used. The manufacturer's direction and instructions have to be followed precisely for more effective cleaning and sanitising.

## 4. Key Performance Indicators

Penalties will be imposed on the contractor for infringements of the conditions of this tender as follows, (vide penalty grid produced hereunder):

The contractor will be penalized €20.00 (twenty euro) (after the first 30 minute of grace period elapses) for every hour of labour lost which may result from lateness, absenteeism or abandonment of post by his employees and no payment will be made for such absences. No grace period will be allowed for abandonment of post and the penalty will be applied immediately.

The contractor will be penalized €20.00 (twenty euro) for every detergent that is out of stock or not at hand for the disposal of the cleaning staff. No grace period will be allowed.

The contractor will be penalized €20.00 (twenty euro) for every piece of equipment which is missing or not at hand for the disposal of the cleaning staff. No grace period will be allowed.

The contractor will be penalized €50.00 (twenty euro) for every staff found working without the appropriate induction training or the refresher course.

**5. Hours of Work and Cleaning Staff required per month for each entity within the AACC**

Cleaning Services for AACC Entities in Malta consists of: Government Homes for Older Persons including Bormla Home, Floriana Home, Mosta Home and Mtarfa Home, Centru Servizz Anzjan in Valletta and Active Ageing & Community Care Offices in Qormi.

**i) Hours of Work required per month for Bormla Home:**

The number of hours required by Bormla Home is 114 hours daily of cleaning services from Monday to Sunday, for an average total amount of 3467.5 hours per month.

It is of utmost importance that the Contractor will be required to liaise with each respect home to find a compromise and be diplomatic in assigning the cleaning employees according to the shifts as required by each Home for Older Persons since different Homes have different kinds of shifts as indicated in the tables above.

**ii) Hours of Work and Cleaning Staff required per month for Floriana Home:**

Roster DCDO is equivalent to the following working hours:

D = from 7am to 6pm (1hr 30mins break)

C = from 7am to 1pm (40 mins break)

O = off duty

Roster DODO means day in day out and working hours are as follows:

D = from 7am to 7pm (1hr 30mins break)

Floriana Home	Roster (as explained above) (Monday to Sunday)	Estimated Hours over a period of one (1) month	Number of Cleaners	Total of Hours Required over a period of (1) month
Daily Cleaners	DCDO	142.50	3	427.50
Pantry	DODO	157.50	3	472.50
<b>OVERALL</b>			<b>6</b>	<b>900</b>

It is of utmost importance that the Contractor will be required to liaise with each respect home to find a compromise and be diplomatic in assigning the cleaning employees according to the shifts as required by each Home for Older Persons since different Homes have different kinds of shifts as indicated in the tables above.

**iii) Hours of Work and Cleaning Staff required per month for Mosta Home:**

Roster DCDO is equivalent to the following working hours:

- D = from 7am to 7pm (1hr break)
- C = from 7am to 1pm (30 mins break)
- O = off duty

Roster MMMMMMO is equivalent to the following working hours:

- M = from 7am to 2pm (30 mins break)
- O = off duty

Roster M/A shift means day in day out and working hours are as follows:

- M = from 7am to 12pm (15mins break)
- A = from 2pm to 7pm (15 mins break)

Mosta Home	Roster (as explained above) (Monday to Sunday)	Number of Cleaners
Full-time Cleaners	DCDO	6
Part-time Cleaners	MMMMMMO	6
Part-time Cleaners	M/A	2
<b>Total of Hours Required over a period of (1) month OVERALL 2,211 hours</b>		

It is of utmost importance that the Contractor will be required to liaise with each respect home to find a compromise and be diplomatic in assigning the cleaning employees according to the shifts as required by each Home for Older Persons since different Homes have different kinds of shifts as indicated in the tables above.

**iv) Hours of Work and Cleaning Staff required per month for Mtarfa Home:**

The estimated cleaning hours required over a period of one (1) month for Mtarfa Home is 3,332.5 hours.

Number of cleaners		Roster From Monday to Saturday working hours
1	Part-time/Relievers	From 06:30am till 12:30pm (6hrs + no break)
3	Part-time/Relievers	From 07:00am till 01:00pm (6hrs + no break)
3	Full-timer	From 07:00am till 02:00pm (7hrs + 20 minutes break) 2days off in a week
3	Full-timer	From 07:00am till 07:00pm (11hrs + 1hr break + 1duty of 6hrs in Off duty once every month)
2	Full-timer	From 06:30am till 06:30pm (11hrs + 1hr break + 1duty of 6hrs in Off duty once every month)
1	Part-timer/Relievers	Laundry Duty - from 07:00am till 02:00pm (6.5hrs + 30 minutes break - ¾ times a week)
Number of Cleaners		Roster - Sunday working hours
1	Part-time/Relievers	From 06:30am till 12:30pm

		(6hrs + no break)
2	Full-timer	From 06:30am till 06:30pm (11hrs + 1hr break)
3	Full-timer	From 07:00am till 07:00pm (11hrs + 1hr break)
1 or 2	Full-timer	From 07:00am till 02:00pm (7hrs + 20 minutes break)
1 or 2	Part-timer/Relievers	From 07:00am till 12:00pm (5hrs no break)
1	Part-timer/Relievers	Laundry Duty - from 07:00am till 02:00pm (6.5hrs + 30 minutes break -Sunday In/Sunday Out)
Total of Hours Required over a period of (1) month <b>OVERALL 3,332.5 hours</b>		

It is of utmost importance that the Contractor will be required to liaise with each respect home to find a compromise and be diplomatic in assigning the cleaning employees according to the shifts as required by each Home for Older Persons since different Homes have different kinds of shifts as indicated in the tables above.

**v) Hours of Work and Cleaning Staff required per month for Centru Servizz Anzjan, Valletta:**

The number of hours required by Centru Servizz Anzjan at Old Mint Street, Valletta are five (5) hours of cleaning services from 08:00am till 01:30pm (30 mins break) from Monday to Friday for an average total amount of 110 hours per month.

**vi) Hours of Work and Cleaning Staff required per month for Active Ageing & Community Care Premises, Qormi:**

The number of hours required by Active Ageing & Community Care (AACC) are 120 hours of cleaning services from 07:00am till 03:15pm (15 mins break) from Monday to Friday excluding Public Holidays, for an average total amount of 600 hours per month. The number of cleaning staff required is:

- 80hrs (2 persons on a 40 hr week) on the 1<sup>st</sup> floor and,
- 40 hrs (1 person on a 40 hr week) on the 2<sup>nd</sup> floor

**vii) Hours of Work and Cleaning Staff required per month for Dar Padova Gozo:**

Hours required daily from Monday to Sunday for cleaning services are eight (8) hours being two (2) hours dedicated for the night shelter and six (6) hours for the Dementia Activity Centre at Dar Padova, Ghajnsielem, Gozo. Cleaning services will be held according to the timeframes agreed upon with Dar Padova Gozo Management upon award of the Contract.

**It is of utmost importance that the Contractor will be required to liaise with each respect home to find a compromise and be diplomatic in assigning the cleaning employees according to the shifts as required by each Home for Older Persons since different Homes have different kinds of shifts as indicated in the tables above.**

### 4.3 - Project Management

#### 4.3.1 *Responsible Body*

Active Ageing & Community Care within the Ministry for Senior Citizens and active Ageing is the main responsible body. Then there will be the Nursing Management Team for All Government Homes for Older Persons and Head Care Centres for each entity.

### 5. *Logistics and Timing*

#### 5.1 – Location

- AACC Main Office at Mdina Road, Qormi
- Centru Servizz Anzjan at Old Mint Street, Valletta
- Government Homes for Older Persons being:  
Bormla Home, Floriana Home, Mosta Home, Mtarfa Home and Msida Home
- Dar Padova Dementia Centre at Ghajnsielem, Gozo.

#### 5.2 - Commencement Date & Period of Execution

The successful tenderer will be bound by a mobilization period of two weeks from the date of the last signature of the Contract Agreement. The total execution of the contract is for a period of one (1) year. Article 18.1 of the Special Conditions will determine the actual commencement date and period of execution.

### 6. *Requirements*

#### 6.1 – Personnel and Key Experts

##### 6.1.1 *Other Experts*

The experts required are;

- a. Cleaning Manager
- b. Deputy Cleaning Manager
- c. Supervisor Residential Homes
- d. Supervisor Community & Support Services

The contractor has to submit, in his offer, one suitably qualified full-time employed manager deputised by a suitably and equivalently qualified deputy to be assigned exclusively to AACC, together with a team of two (2) suitably qualified supervisors (Supervisor Residential Homes & Supervisor Community Services & Support Services), who have the appropriate qualifications, such as certificates/diplomas in general hygiene, elderly homes cleaning and a working knowledge of infection control.

In the case that a manager and/or supervisor is absent from work, due to leave, sick leave or off-duty, this member of staff must be substituted accordingly.

The Consultant shall select and hire other experts as required according to the profiles identified in the Organisation & Methodology and these Terms of Reference.

All experts must be independent and free from conflicts of interest in the responsibilities accorded to them.

The selection procedures used by the Consultant to select these other experts shall be transparent, and shall be based on pre-defined criteria, including professional qualifications, language skills and work experience. The findings of the selection panel shall be recorded. The selection of experts shall be subject to approval by the Contracting Authority.

## 6.2 – Accommodation

*Not applicable.*

## 6.3 - Facilities to be provided by the Consultant

The Consultant shall ensure that experts are adequately supported and equipped. In particular it shall ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support its activities under the contract and to ensure that its employees are paid regularly and in a timely fashion.

- a. The successful tenderer shall, without entitlement to any contribution from the AACC Management, be responsible for the payment of all salaries, wages, statutory bonuses (if applicable), overtime compensation and all and any dues or fees payable to the Employees in connection with their performance of the Cleaning Services for the Contracting Authority. The successful tenderer shall also be responsible for the payment of personal income taxes and social security contributions (if payable) to the authorities on behalf of the Employees.
- b. The successful tenderer shall hold the AACC Management harmless against any claims in respect of the wages, salaries, bonuses or other emoluments payable to the Employees for work provided to the AACC Management. The successful tenderer shall also hold the AACC Management harmless against any claims made by any competent authority in Malta for the payment of amounts due by way of income tax or social security contributions in relation to the employment of the Employees.
- c. The Contractor shall provide uniforms to all employees, at his expense, which shall be to the satisfaction of the Client for his employees serving at the AACC and shall ensure that they maintain a smart and clean appearance. A sample of the proposed uniform must be submitted with the bid.
- d. It is to be made clear that Contractor's Employees engaged on this contract shall enjoy working conditions i.e. wages/salaries, vacation and sick leave/maternity and parental leave etc as provided for in the relative employment legislation. As indicated in this tender document, they shall, moreover, comply with Chapter 424 of the Laws of Malta (Occupational Health and Safety Authority Act) as well as any other national legislation, regulations, standards, and/or codes of practice, or/and any amendment thereto.
- e. The successful tenderer shall use commercially reasonable efforts to keep Employee turnover at a minimum and shall ensure that Employee turnover does not adversely impact the provision of the Cleaning Services.

- f. The successful tenderer shall under all circumstances be responsible to ensure that all his subcontractors and other persons engaged to do work or to render services in terms of the awarded contract are aware of the penalties provided in this clause, which penalties are also applicable to them.
- g. All cleaning staff should have good oral communication skills in the Maltese language. Staff who cannot speak basic maltase may be considered if they can fluently speak English. The client reserves the right to interview any staff being proposed for employment by the Contractor.
- h. The contractor will be bound to provide his employees engaged in the execution of this tender for periodical training required for the execution of their duties at his own expense. The cost of the training will be borne by the contractor who is also bound to make the employees receiving training available at the contractor's expense. After the initial training, staff should also be provided with regular in-service refresher lectures during the duration of the contract at a minimum frequency of 2 hours per year per employee. The client may require all newly deployed cleaning staff to undertake induction training, the cost of which would be covered by the contractor. Full details of the competence and experience of the proposed trainers should be provided. The individual/s giving the training should have experience of general hygiene and a working knowledge of infection control.
- i. **The Contractor is bound to ensure, at his own expense, that his employees have received statutory or other normally given immunization and vaccination, including but not solely, vaccines against Hepatitis B (and vaccines against seasonal influenza). The Contractor shall keep a record of the employees' vaccinations and also provide the information to AACC when requested.**
- j. The contractor is to endeavour to minimise his staff turnover so as to ensure that staff accustom themselves to the work routines in the areas where they are posted.
- k. **The Contractor shall take on the employees of the current contractor who will be affected by the transfer and to abide fully with the transferee's obligations in terms of the Transfer of Business Regulations.**

## 6.4 – Equipment

No equipment is to be purchased on behalf of the Contracting Authority/beneficiary country as part of this service contract or transferred to the Contracting Authority/beneficiary country at the end of this contract. Any equipment related to this contract which is to be acquired by the beneficiary country must be purchased by means of a separate supply tender procedure.

### Cleaning Materials and Equipment

The client may inspect all cleaning materials and equipment to ensure that:

All equipment is kept in ship shape condition and within the technical parameters submitted with this tender.

- a) The materials used are only those included in the Cleaning Manual, as proposed in this tender.



- b) That the percentage of active ingredients within the chemicals found on the AACC's premises in storage or being used by the contractors' employees are as submitted and declared in this tender.
- c) No change in the materials or cleaning dilution will be allowed without prior approval from the Client.
- d) Products must originate from companies with ISO 9001 accreditation and be introduced into the AACC's buildings in original sealed containers.
- e) In order to guarantee consistency and reduce wastages, dilution of cleaning chemicals must be undertaken using automatic or technical dosing systems that eliminate variation in end dilution from operator error.
- f) Detergents, disinfectants and degreasing Agents supplied shall be labeled appropriately including contents and dilution instructions, whilst providing evidence of a respective MCAA notification. Safety data sheets (SDS) for cleaning chemicals must be presented with all cleaning chemicals supplied by the contractor as per **Legal Notice 198 of 2015**. A copy of these SDSs shall be sent to the Health and Safety Officer and another copy shall be kept readily available next to the chemicals in the event of an accident. If the brand of the cleaning chemical is changed to a different brand, even if it is the same type of cleaning chemical, an SDS for the new brand shall be submitted to replace the old brand of chemical. The Contractor is highly recommended to comply rigidly with the specifications, terms and conditions.

**g) Green Public Procurement - Cleaning Products**

**GPP Requirements - Cleaning Services**

- i. presentation of a list of cleaning products that shall be used
- ii. compliance of said products with criteria as established by the National GPP and reproduced at Clause 4.2.D.iv - CLEANING SERVICES, of the Terms of Reference:

Proof is to be (a) either the EU Ecolabel or (b) if the products do not carry the EU Ecolabel the following information must be clearly provided:

For each product offered, all substances contained above 0.01% by weight of the final product must be listed, together with their CAS-Number<sup>3</sup> (where available) and any risk phrases with which they are classified.

The name and function of all biocides must be listed. For all biocides classified as R50/53 or R51/53 the log Pow or BCF must be given.

The total quantity of elementary phosphorus must be given. (The total quantity of phosphates per wash must be given).

The Economic Operator is to submit a list of cleaning products to be used during the contract. Safety Data Sheets for cleaning products must be presented. It is to be accompanied by proof that each product carries EU Ecolabel. In case of products, which do not carry the EU Ecolabel, please provide the documentation listed in the Verification available at Appendix 1 of the Request for Proposals.

## Equipment

All equipment must be maintained in an adequate state of repair and function throughout the duration of the contract to ensure that it is fit for function and does not pose any hazard to the operator, patients, clients staff or visitors or else to the environment.

Equipment used for cleaning shall be frequently disinfected and sanitized. Any work equipment that shall be provided by the contractor must be compliant as per **Legal Notice 293 of 2016**, Schedule 1. The work equipment provided by the contractor shall be the contractor's responsibility and the same contractor shall assess the premises prior to introduce any work equipment to assure the health and safety of all the personnel. The contractor shall also assure that the work equipment operator shall be certified and competent to operate the work equipment provided by the same contractor. Chemicals, detergents and disinfectants for sanitising and cleaning shall be used. The manufacturer's direction and instructions have to be followed precisely for more effective cleaning and sanitising.

## 7. Reports

### 7.1 - Reporting Requirements

The Contractor shall provide to the Contracting Authority reports, including without limitation, the following reports:

- The timekeeping templates and certification by the supervisor are to be submitted monthly and are to include attendance sheets of all the cleaning staff showing dates and hours of service, indicating also which equipment was utilized during cleaning operations;
- In case of any incident the contractor shall submit an incident report showing date, time, personnel involved and the circumstances of the case.
- If the contractor shall have 5 or more workers employed he/she must conduct a risk assessment as per Legal Notice 36 of 2003, Article 10 (1), a copy of this risk assessment shall be handed over to the Contracting Authority. The Service Provider must carry out a Risk Assessment Report issued by a competent person or authority in accordance with the Occupational Health and Safety legislation. The first risk assessment report shall be submitted to the Contracting Authority within six (6) months from the date of signature on contract and subsequently the report shall be constantly up to date and revised every six (6) months. A copy of each risk assessment report shall be submitted to the Contracting Authority accordingly.
- Six monthly reports on detergents in line with Article 39 of Special Conditions
- Any other information the Contracting Authority deems essential to be included in the reports.

#### Standards

The contractor must have ALL the following standards and provide the necessary documentation to confirm these. Economic Operators are to note that any subsequent regulation/s will be deemed acceptable as far as the certification submitted conforms with the regulation/standard listed below:

- UNI EN ISO 9001:2008 - Quality Management System Standard
- BS OHSAS 18001:2007 - Occupational Health and Safety Management System Standard.
- All other standards and legislations as mentioned in the Terms of Reference

## 7.2 - Submission & Approval of Progress Reports

Two (2) copies of the progress reports referred to above must be submitted to the Project Manager identified in the contract. The progress reports must be written in English. The Project Manager is responsible for approving the progress reports.

## 8. Monitoring and Evaluation

### 8.1 - Definition of Indicators

#### **Key Performance Indicators**

Penalties will be imposed on the contractor for infringements of the conditions of this tender as follows, (vide penalty grid produced hereunder):

- The contractor will be penalized €20.00 (twenty euro) (after the first 30 minute of grace period elapses) for every hour of labour lost which may result from lateness, absenteeism or abandonment of post by his employees and no payment will be made for such absences. No grace period will be allowed for abandonment of post and the penalty will be applied immediately.
- The contractor will be penalized €20.00 (twenty euro) for every detergent that is out of stock or not at hand for the disposal of the cleaning staff. No grace period will be allowed.
- The contractor will be penalized €20.00 (twenty euro) for every piece of equipment which is missing or not at hand for the disposal of the cleaning staff. No grace period will be allowed.
- The contractor will be penalized €50.00 (twenty euro) for every staff found working without the appropriate induction training or the refresher course.

## SECTION 4 - SUPPLEMENTARY DOCUMENTATION

### ***4.1 - Draft Contract Form (as uploaded with this document)***

### ***4.2 - Glossary***

### ***4.3 - Specimen Performance Guarantee***

### ***4.4 - Specimen Tender Guarantee (Bid Bond)***

These are available to view and download from the 'Resources Section' at: [www.etenders.gov.mt](http://www.etenders.gov.mt).

### ***4.7 - General Conditions of Contract***

The full set of General Conditions for Services Contracts (Version 4) can be viewed/downloaded from the 'Resources Section' at: [www.etenders.gov.mt](http://www.etenders.gov.mt)

It is hereby construed that the tenderers have availed themselves of these general conditions, and have read and accepted in full and without reservation the conditions outlined therein, and are therefore waiving any standard terms and conditions which they may have.

These general conditions will form an integral part of the contract that will be signed with the successful tenderer/s.

### ***4.8 - General Rules Governing Tendering***

The contents of this procurement document complement the latest version of the General Rules Governing Tenders applicable on the date of the publication of this tender, the Terms of Use and the Manual for Economic Operators applicable to Government's e-Procurement Platform (available from the Resources section of [www.etenders.gov.mt](http://www.etenders.gov.mt)).

## Appendix 1

### Cleaning Services and Cleaning Products in line with the National Green Public Procurement Guidelines

The Economic Operator is to submit a list of cleaning products to be used during the contract. Safety Data Sheets for cleaning products must be presented. It is to be accompanied by proof that each product carries EU Ecolabel. In case of products, which do not carry the EU Ecolabel, please provide the documentation as listed in the above Verification.

Products provided by the Cleaning company must meet the following criteria and must conform with the following specifications:

#### National Green Public Procurement Guidelines

Cleaning Products	All purpose cleaners	Sanitary cleaners	Window cleaners	Hand dishwashing detergents	Laundry detergents	Dishwasher detergents
These criteria should be applied only to products for cleaning operations where: a) The cleaning need and performance standard required is similar to that for households and; b) The cleaning process, conditions and equipment used are similar to those used in households.						
<b>1.1 Subject Matter</b>						
Purchase of environmentally friendly cleaning products.	X	X	X	X	X	X
<b>1.2 Technical Specification</b>						
<b>Fitness for use</b>						
Samples of all products may be supplied to the contracting authority for testing.	X	X	X	X	X	X
<b>Chemical Requirements</b>						
No ingredient (substance or preparation) shall be included in the product in a quantity that exceeds 0.01% by weight of the final product that is classified with any of the risk phrases, or combinations thereof, as outlined in the following table in accordance with Directive 67/548/EEC and its amendments or Directive 1999/45/EC and its amendments. These criteria do not apply to biocides, which are dealt with separately below:	X	X	X	X	X	X
<ul style="list-style-type: none"> <li>• R31(contact with acids liberates toxic gases)</li> </ul>	X					
<ul style="list-style-type: none"> <li>• R40, 45, 49 (carcinogenic)</li> </ul>	X	X	X	X	X	X

• R42, (sensitising), <b>exceeding 0.1% by weight of the final product</b>	X	X	X	X		
• R43 (sensitising), <b>exceeding 0.1% by weight of the final product</b>	X	X	X	X		
• R46,60,61,62,63 (toxic for reproduction)	X	X	X	X	X	X
• R50/53, 51/53 (toxic to aquatic organisms)	X	X	X	X	X	X
• R59 (dangerous to the ozone layer)	X	X	X	X	X	
• R68 (possible risk of irreversible effects)	X	X	X	X	X	X

The following ingredients must not be included in the product:

• Phosphorus	X (up to: 0.02g per functional unit)	X (up to: 0.02g per functional unit)	X			
• Phosphate					X (up to: 25g per wash)	X (up to: 25g per wash)
• Biocides, unless used as preservatives	X	X	X	X		
• Biocides which are classified as R50/53 or R51/53 in accordance with Directive 67/548/EEC and its amendments or Directive 1999/45/EC and its amendments, unless they are not potentially bio accumulative. In this context, a biocide is considered to be potentially bio accumulative if the log Pow (log octanol/water partition coefficient) > or= to 3,0 (unless the experimentally determined BCF < or= 100).	X	X	X	X		

• Preservatives which are or may be classified as R50/53 in accordance with Directive 67/548/EEC and its amendments or Directive 1999/45/EC and its amendments					X	X
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#### Verification (for chemical requirements)

<b>All products carrying the EU Ecolabel will be deemed to comply.</b> If the product does not carry the EU Ecolabel the following information must be clearly provided:	X	X	X	X	X	X
• For each product offered, all substances contained above 0.01% by weight of the final product must be listed, together with their CAS-Number <sup>3</sup> (where available) and any risk-phrases with which they are classified.	X	X	X	X	X	X
• The name and function of all biocides must be listed. For all biocides classified as R50/53 or R51/53 the log Pow or BCF must be given.	X	X	X	X		
• The total quantity of elementary phosphorus must be given.	X (per functional unit)	X (per 100g of product)				
• The total quantity of phosphates per wash must be given.					X	X

#### Packaging requirements

All products must be delivered with clear dosing instructions.	X	X	X	X	X	X
Sprays containing propellants must not be used.	X	X	X			
The primary packaging parts shall be easily separable into mono-material parts.	X	X	X	X		

The cardboard packaging shall consist of ≥ 80% recycled material.					X	X
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1.3 Contract Performance Clauses						
The contractor is committed, during the whole period of the contract to prove, when requested by the contracting authority, that the ingredients of all products supplied meet the biodegradability conditions outlined in the Detergents Regulation 648/2004.	X	X	X	X	X	X

