
Request for Proposals for the Provision and Distribution of
Meals to Eligible Persons Living within the Community –
Meals on Wheels Service

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

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Issue Date: **10th June 2021**

Response/Submission Date and Time: **18th 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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SECTION 1 - INSTRUCTIONS TO TENDERERS

1. General Provisions

- 1.1 The subject of this Request for Proposals is the Provision and Distribution of Meals to Eligible Persons Living in the Community, referred to as Meals on Wheels service, as per Terms of Reference.
- 1.2 The services shall be delivered to the residence of the Eligible Persons in the Community. 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 signing of the contract agreement, and the INCOTERM²⁰¹⁰ 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 €1,676,262.50 excluding VAT.

It is to be pointed out that 60% of the cost of the meal will be paid by Government and the remaining 40% of the cost of the meal will be paid by eligible persons.

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 15th June 2021**. Any queries and requests for clarifications are to be sought through email: 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>

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 18th 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 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)^(Note 2)

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 ESPD tender response format is pre-populated by the system. It is the Economic Operator's responsibility to ensure that the correct information is reflected in the ESPD tender response format for the above criteria.

Selection Criteria requirements are to be completed by the Economic Operator in the ESPD (Tender response format) under Part IV titled 'Selection Criteria' which includes the following: ^(Note 2)

(a) Suitability^(Note 2)

Membership of a particular organisation needed:

The Economic Operator is to submit a copy of the Trading License and/or a copy of the food business certificate to operate in his/her own name as a catering establishment from the place where the CPU is located. This information shall be included in the ESPD in Question Reference number 4A.1 and 4A.1.1.

(b) Economic and Financial Standing^(Note 2) - NOT APPLICABLE

(c) Technical and Professional Ability^(Note 2)

i. Performance of Services of the Specified Type

Bidders submitting offers are to submit a list of principal services of a similar nature, being provision and distribution of meals. This information is to be submitted in the table provided in Question Reference Number 4C.1.2.

The list should include the value of services of a similar nature and magnitude 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 €500,000 incl. VAT 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.

ii. **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).

The maximum amount of sub-contracting must not exceed 25% of the total contract value. The main contractor must have the ability to carry out at least 75% of the contract works by his own means.

(d) **Quality Assurance Schemes and Environmental Management Standards^(Note 2) - NOT APPLICABLE**

It is the Economic Operator's responsibility to ensure that the correct information is reflected in the ESPD tender response format for the above criteria.

(C) Specifications

(i) Tenderer's Technical Offer (consisting of all forms and documents below) in response to the terms of reference to be submitted through the prescribed Response Format.^(Note 3)

(a) **Key Experts Form, the Statement of Availability Form, the Self-declaration form for Key Experts (relating to public employees) and CVs^(Note 2)**

Key Expert 1 - Project Coordinator with at least two (2) years' experience in these services.

Key Expert 2 - A Nutritionist or Dietician registered with the Council for the Professions Complementary to Medicine or the equivalent EU Regulatory Entity if the meals are prepared abroad. A proof of this registration including registration number must be submitted with the tender.

The Evaluation Committee reserves the right to request the tenderers to substantiate their claims in respect of the key staff proposed by requesting CVs of Key Staff, signed Declarations of Exclusivity and Availability and signed Self-Declaration (relating to conflict of interest) forms during the evaluation stage.

- (b) **Tenderer’s Technical Offer (Organisation and Methodology)** ^(Note 3)
- (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. ^(Note 2)

The above literature is to be clearly marked individually in the tender document submitted.

- (iii) During evaluation stage the Evaluation Committee reserves the right to ask the Tenderer to bring a sample of one day’s menu (based on the Tender Menu and Conditions). If requested, the sample menu must be delivered **within five (5) working days** from being notified to do so ^(Note 3). If sample is not delivered within the specified timeframe, offer will not be considered further.

During evaluation stage the Evaluation Committee reserves the right to view the vehicles that are being offered for the performance of the contract. If requested, the viewing of the vehicles shall be done **within five (5) working days** from being notified to do so ^(Note 3). If viewing of the vehicles will not be done within the specified timeframe, offer will not be considered further.

(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. ^(Note 3)
- (ii) A filled-in Financial Bid Form (as per document available with this Request for Proposals). ^(Note 3)

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. (currently Bid Bonds are not applicable)

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 (XX)**. 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;

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

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:

- Tech_i is the technical score of the supplier
- Tech_{\max} is the maximum technical score achieved amongst all suppliers
- Fin_{\min} is the minimum financial price offered amongst all suppliers
- Fin_i is the financial price of the supplier
- W_{Tech} is the weight of the technical envelope
- W_{Fin} is the weight of the financial envelope

Evaluation Grid

Criteria/Sub-criteria	Weighting (%)
A. Contingency and Risk Management Plans:	Maximum of 42 points
<p>The Economic Operator is to provide a write-up report of approximately 2,000 - 2,500 words determining the methodology vis-a-vis Contingency and Risk Management Plans to be adopted during contract implementation and showing that the Economic Operator can realistically deal in providing meals as per Menu (Article 4.2.6 of the Terms of Reference). This will include, but not limited to:</p> <ul style="list-style-type: none"> a) Content of meals b) Provision of raw materials with regards meal specification/portion sizes and Menu samples c) On-time delivery of meals - Economic Operators are to also indicate the routes to be catered for according to the number of meals and localities, the number of envisaged routes and the number of allocated vehicles to cater for each route, in order that all meals are provided between 07:30am and 1:00pm. Number of estimated meals per locality is attached at Appendix 1. d) The overall process of managing the way resources are obtained, stored and moved to the locations where they are required. 	10 points

<p>e) Food grade containers to be used (Mandatory) (10 points)</p> <p>As per Section 3 ‘Terms of Reference, Clause 4.2 ‘Specific Activities’ and Clause 5 ‘Logistics and Timing’</p> <p><i>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.</i></p>	
<p>The Economic Operator is to submit a write-up report of approximately 1,500 - 2,000 words determining the methodology to be adopted during contract implementation indicating the following measures:</p> <p>i. To provide a number of changes in the menu, delivery times, prepaid voucher system/digital platform for ordering and paying online, and any other conditions, accordingly, which were not defined in the tender terms of reference. (Mandatory) (4 points)</p> <p>ii. To provide special meals and diets, such as meals for celiac persons (gluten free diet), diabetic and low salt meals, liquidized and soft consistency food, as and when requested by the eligible person/s. The provision of packed lunches must also be made available by the contractor on request by eligible person/s. (Mandatory) (4 points)</p> <p>iii. To provide a two (2) week cyclical menu for both seasonal menus, inclusive of pictorial symbols of the food and complete with nutritional analysis in both English and Maltese language. Each menu should be available in normal, diabetic, low salt, soft food, gluten free, lactose free, nuts free and vegetarian forms. The format of the menu proposed shall be a true representation of what is being offered and illustrating all minimum requirements set in Terms of Reference. (Mandatory) (4 points)</p> <p>As per Section 3 ‘Terms of Reference, Clause 4.2 ‘Specific Activities’</p> <p><i>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.</i></p>	<p>4 points for each criterion</p>
<p>The Economic Operator is to propose a Contingency Plan through the submission of a write-up report of approximately 1,000 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. Breakdown of all machinery and equipment being utilised for the provision of the service that may affect the ability of the delivery of meals to arrive on time to eligible persons.</p>	<p>5 points for each criterion</p>

<p>(Mandatory) (5 points)</p> <p>ii. Breakdown of the vehicles being utilised for the provision of the service that may affect the ability of the delivery of meals to arrive on time to eligible persons.</p> <p>(Mandatory) (5 points)</p> <p>As per Section 3 ‘Terms of Reference, Clause 4.2 ‘Specific Activities’</p> <p><i>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.</i></p>	
<p>The Economic Operator is to submit a write-up report of approximately 1,000 - 1,500 words together with a timetable to show how;</p> <p>i. the use of resources will ensure the timely delivery of tasks as specified in the Terms of Reference including but not limited to Clause 5 - Logistics and Timing (Mandatory) (4 points)</p> <p>ii. Technical details of all transport vehicles that are going to be used during the contract including Vehicle type - The Contractor is to make use of Euro 5 compliant or better refrigerated transport used solely for this purpose. (Mandatory) (6 points)</p> <p>As per Section 3 ‘Terms of Reference, Clause 4.2 ‘Specific Activities’ and Clause 5 ‘Logistics and Timing’</p> <p><i>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.</i></p>	<p>4 points</p> <p>6 points</p>
<p>B. Quality Assurance</p>	<p>Maximum of 20 points</p>
<p>The Economic Operator is to submit proof indicating the following:</p> <p>i. That Meals should be individually plated into microwave/oven safe food grade containers, which should be single use containers, at the Central Processing Unit (CPU). The containers shall keep meals safely sealed without any dispersion of food out of the container. The said containers must bear storage and reheating instructions in Maltese, English and Italian as well as pictorial symbols of these instructions. The contractor must fully abide with all Local and EU Food and Safety Legislations. Literature detailing technical specifications of microwave/oven safe food grade containers is to be provided with tender offer. (Mandatory) (4 points)</p>	<p>4 points for each criterion</p>

<p>ii. That the vehicles have standard certification to transport meals. (Mandatory) (4 points)</p> <p><i>Proof obtained officially from the Environmental Health Directorate/Public Health Regulation Division, that contractor's vehicles conform to the Food Safety Act 2002, the national food and nutrition policy and any other applicable legislation.</i></p> <p>iii. A Declaration that the refrigerated vehicles shall be capable to maintain the meals chilled at 5° C temperature and maintained in such temperatures till time of delivery to eligible persons. (Mandatory) (4 points)</p> <p>iv. A Declaration that Contractor will be eligible to periodical quality control inspections by the Environmental Health Directorate, Public Health Regulations Division to ensure that both local and EU Food and Safety Legislations are rigorously observed and that the overall environment upholds the highest hygienic standards. (Mandatory) (4 points)</p> <p>v. Health and Safety resources (quality assurance systems employed by the contractor to ascertain a good/safe working environment) to ensure safety to his/her employees during the execution of the contract. (Mandatory) (4 points)</p> <p>As per Section 3 'Terms of Reference, Clause 4.2 'Specific Activities'</p> <p><i>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.</i></p>	
<p>C. Reporting Requirements</p>	<p>Maximum of 13 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 Delivery Note Template to be duly signed by the eligible person or his/her representative as proof of the delivery of the meal. (Mandatory) (2 points)</p> <p>ii. Draft Monthly Schedule Template (in Excel Format) listing name, surname, location, meal or packed lunch and delivery note number. The Final layout of this schedule will be agreed upon with the contractor upon award of contract. (Mandatory) (2 points)</p>	<p>2 points</p> <p>2 points</p>

<p>iii. Draft Operations Report Template based on the Key Performance Indicators (KPIs) as listed in Section 3 ‘Terms of Reference’, Clause 8.1 to be submitted by not later than the end of June and end of December of each calendar year. (Mandatory) (2 points)</p>	<p>2 points</p>
<p>iv. Draft Monthly Report of Bacteriological Analysis of each of the constituents of a full meal for the parameters as listed in Section 3 ‘Terms of Reference’, Clause 4.2 Spec 18 and any other Mircobiological species that may be relevant. (Mandatory) (2 points)</p>	<p>2 points</p>
<p>v. Draft Report of a Structural set up of a Complaint Management System in case of any incident or complaint is logged by the eligible persons which must be also easily accessible to service users thus has to include a manned customer care telephone line available between 07:00am and 03:00pm daily. Documentation detailing the supervision/investigation of complaints and Client Satisfactory Surveys must be kept available for evaluation by the Contracting Authority. (Mandatory) (3 points)</p>	<p>3 points</p>
<p>vi. Report of a Hazard Analysis Critical Control Point (HACCP) monitoring and control process covering the whole process (i.e from purchases of raw materials to delivery of meals to eligible persons). The documentary evidence must be kept up-to-date and must be available for inspection upon request by the Contracting Authority during the validity term of the contract. Results of independent audits of the HACCP System in place are to be submitted with the tender offer. (Mandatory) (2 points)</p>	<p>2 points</p>
<p>As per Section 3 ‘Terms of Reference, Clause 7.1 ‘Reporting Requirements’</p>	
<p><i>For the above criteria ‘0’ score shall be allotted if the required template/report is not submitted whereas full marks will be given if the requested template/report is provided accordingly.</i></p>	
<p>D. Supervision and Other Requirements - Key Experts and relative training</p>	<p>Maximum of 25 points</p>
<p>The Service Provider shall appoint: Key Expert 1 - A Project Coordinator who will be in liaison with Active Ageing & Community Care for the smooth and efficient running of the service. In the absence of the Project Coordinator another person is to be appointed to act in his stead.</p>	

Key Expert 2 - A Nutritionist or Dietician registered with the Council for the Professions Complementary to Medicine or the equivalent EU Regulatory Entity if the meals are prepared abroad. A proof of this registration including registration number must be submitted with the tender. Proposed menus submitted to the Contracting Authority must be accompanied by a nutritional analysis, prepared by a Dietician/Nutritionist registered with the Council for the Professions Complimentary to Medicine.

The bidder should show through the submission of a write-up report of approximately 1,000 - 1,500 words how the Project Coordinator will ensure the smooth and efficient running of the service and how the registered Nutritionist/Dietician will conduct the nutritional analysis.

(Mandatory) (maximum of 5 points)

5 points for each criterion

As per Section 3 'Terms of Reference, Clause 6.1 'Personnel and Key Experts'

Maximum 25 points

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.

Further to the above - the Economic Operator is also to submit the following:

- i. A list of measures, in the case that the Contracting Authority demands improvement or replacement of any service provided by the Contractor, if there are consistent complaints vis-à-vis appearances, taste or smell, and over/under cooking.

(Mandatory) (maximum of 5 points)

As per Section 3 'Terms of Reference, Clause 4.2 'Specific Activities'

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.

- ii. Uniforms/Tags
Economic Operators are to provide photos illustrating all minimum requirements set in Terms of Reference with regards uniforms and identification tags of employees involved in the delivery of meals to eligible persons.

(Mandatory) (5 points)

As per Section 3 'Terms of Reference, Clause 6.3 'Facilities to be provided by the Consultant'

For the Uniform and Identification Tags criteria '0' score shall be allotted if the Economic Operator does not provide a picture/visual/photo of the uniform/tags 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/tags is provided and illustrates all minimum requirements stipulated in this request for proposals.

- iii. Ad hoc testing
A list of measures and laboratory protocol to be used in the case that the Contracting Authority appoint an independent accredited laboratory to carry out ad hoc testing of food sampling
(Mandatory) (5 points)

As per Section 3 ‘Terms of Reference, Clause 4.2 ‘Specific Activities’, Specs 18-22

For Ad hoc testing criteria ‘0’ score shall be allotted if Economic Operator does not provide the laboratory protocol to be used in performing the tests of food sampling. Quality Assurance on the proficiency tests related to the above tests must be included. Full marks will be given if the protocol and tests requirements stipulated in this request for proposals are provided.

The economic operator is to submit:

- i. A Declaration that all personnel performing the requested service must be registered as food handlers with the Food Safety Commission according to Law. Copies of certificates and documentation must be submitted when requested by the Contracting Authority. Contractor shall also submit details of on-going staff-training programme related to food hygiene and safety.
(Mandatory) (5 points)

As per Section 3 ‘Terms of Reference, Clause 4.2 ‘Specific Activities’, Spec 17

For the above food handling criterion, a ‘0’ score shall be allotted if Economic Operator does not provide the declaration related to the training requested. Full marks will be given if the requested declaration as stipulated in this call for tenders are provided.

Total Criteria Weight

100

For **MANDATORY** requirements, unless otherwise specified 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.

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

On award of the contract, the Contractor will be provided with full contact details of the AACC Representative who will be in charge of this service.

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 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 is to have adequate communication facilities for urgent/confirmed communications.

The Contractor shall ensure compliance with all applicable legislation and, without prejudice of the generality of the foregoing, shall fully abide with all current Local and EU Food and Safety Legislations.

- 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 12: Indemnification

As per General Conditions.

Article 13: Medical, Insurance and Security Arrangements

- 13.2** As per General Conditions.

- 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 the provisions of the General Conditions, the Contractor is solely responsible for all the equipment.

Article 18: Execution of the Contract

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

18.2 A mobilisation period of two (2) weeks from the last date of the signing of the contract will be granted to the Contract. The period of execution shall be for one (1) year from this date.

The Contracting Authority will forward the details of the current eligible persons to whom meals or packed lunches are to be provided and delivered. The number of eligible persons may vary from day to day. Changes in the number of persons shall be communicated immediately to the Contractor who in turn shall commence the services to these new eligible persons within one (1) day from notification.

Article 19: Delays in Execution

19.2 In the event of failure by the Contractor to provide the service as detailed or to render any service required under this Contract, the Contractor shall incur a penalty of €233.00 per day for each failure up to a limit of 20% of the total price.

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 Penalties will be imposed on the Contractor for infringements of the conditions of this tender as follows:

- a) the Contractor will be fined €100 (hundred euro) if he fails to deliver the meals within the stipulated time;
- b) Failure to provide the meal ordered/chosen by the client, the Contractor will be fined €100 (hundred euro) per meal;
- c) Failure to deliver the meal to the client's door, the Contractor will be fined €100 (hundred euro) per meal;
- d) Failure to deliver meals directly to the client or his/her designated person and failure to get the delivery meal receipt signed by the client or his/her designated person, Contractor will be fined €50 (fifty euro) per occasion;
- e) Failure to deliver in vehicles bearing Company's Logo, the Contractor will be fined €50 (fifty euro) per day;
- f) Failure to deliver the meals in the appropriate temperature as dictated by Food Safety Maltese Laws and/or if contents of the meal is dispersed out of the container resulting in loss of food, the Contractor will be fined €100 (hundred euro) for every meal delivered.

- g) The Contractor has to be sure that staff delivering meals are wearing the company's uniform, otherwise the Contractor will be penalized €100 (hundred euro) per route;
- h) If Contractor fails to conduct and update the '*Client Satisfactory Survey*' as indicated in the Terms of Reference, the Contractor will be penalized €500 (five hundred euro) per survey;
- i) Failure by the Contractor to set up & maintain a customer care system as indicated in the Terms of Reference (*Three consecutive instances of not answering the telephone calls or failure to act upon instructions an email within three (3) hours*), the Contractor will be penalized €300 (three hundred euro) per instance.
- j) Failure by the Contractor to send a copy the Environmental Health Officers Inspection Report to AACC via email within two days from receiving it, the Contractor will be fined €150 (one hundred and fifty euro) for each delay.

Article 20: Modification of the Contract

- 20.2 As per General Conditions.
- 20.5 Subject to what is stated in the Public Procurement Regulations, the repetition of services shall be capped at 30% of the contract value if there is an increase in persons requiring meals-on-wheels service. The prerogative to order such repetition of services shall vest in the Contracting Authority and if not used the Contractor shall have no claim against Government.
- 20.6 No request for additional services shall be entertained.

Article 23: Verification and Checks

- 23.1 The Contracting Authority reserves the right to request independent audits of the Hazard Analysis Critical Control Point (HACCP) system during the validity term of the contract.
- 23.6 Further to what is stated in the General Conditions;
 - The Contracting Authority reserves the right to check presentation, quality, portion sizes and weight at any stage during the validity term of the contract.
 - The Contracting Authority reserves the right to ask for the presentation of any Reports\Notices\Undertakings\Orders issued by the Environmental Health Directorate, Public Health Regulations Division with regards to the Contractor's premises\stores\vehicles both during the adjudication process as well as during the validity term of the contract.
 - The Contracting Authority reserves the right to demand original documentation and certificates of all employees registered as food handlers with the Food Safety Commission according to Law.
 - The Contracting Authority reserves the right to randomly appoint an independent accredited laboratory to carry out *ad hoc* testing of food sampling.

Article 24: Interim and Final Progress Reports

24.1

The Contractor shall submit:

- A delivery note duly signed by the eligible person or his/her representative as proof of the delivery of the meal;
- On a monthly basis a schedule (in an Excel form) listing name, surname, location, meal or packed lunch and delivery note number. The final layout of this schedule will be agreed upon with the contractor;
- The Contractor shall submit to the Contracting Authority an operations report based on the Key Performance Indicators (KPIs) as listed Clause 8.1 below, twice yearly, one report by not later than the end of June and the other report by not later than the end of December of each calendar year, during the performance of the contract;
- An annual Client Satisfactory Survey;
- HACCP Report and Bacteriological Analysis Monthly Reports must be performed at the Contractor's expense and shall be sent by the Contractor as and when required by the Contracting Authority.

Article 26: Payments and Interest on Late Payment

26.1

This is a unit-price (fee-based) contract.

The contractor shall submit a monthly invoice indicating the total number of meals delivered daily. The quantity of eligible persons and meals supplied, categorized and itemized as chilled meal or packed lunch must be evident on the contractor's invoice. Delivery Notes duly signed by the eligible person or his/her representative at his/her residence are to be presented as backing documentation with each and every invoice.

The Contracting Authority shall, within thirty (30) days of receiving such invoices, 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 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. If the Contractor fails to provide invoices in the requested format, the Contracting Authority reserves the right of withholding payment until this situation is remedied. Any penalties which may be incurred by the Contractor shall be deducted from any payments due to the Contractor.

26.2

The maximum period in which payments are to be effected is of 60 days, failing which the provisions of the Late Payments Directive will come into effect.

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.

Article 32: Breach of Contract

- 32.5 As per General Conditions.

Article 39: Further Additional Clauses

Not Applicable

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.

PROVISION AND DISTRIBUTION OF MEALS TO ELIGIBLE PERSONS LIVING WITHIN THE COMMUNITY - MEALS ON WHEELS SERVICE

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.

1.4 - Relevant Country Background

The Ministry for Senior Citizens and Active Ageing provides an extensive service to the eligible persons through the Active Ageing and Community Care. This includes the provision of the Meals on Wheels Service.

1.5 - Current State of Affairs in the Relevant Sector

The Elderly services of the Active Ageing and Community Care (AACC) aim at providing creative, high quality programmes to assist the elderly both within the state owned residences and also within their own homes.

In the firm belief that older persons and persons with disability are happier to remain in their own home, the AACC set out to create a wide network of services that could provide support to these client groups in their own home according to their particular needs.

Both community and institutional service settings have flourished rapidly over the past few years. The growing number and proportion of older citizens and persons with disabilities along with AACC untiring efforts to enhance the quality of life of these people require ongoing monitoring and effective management of resources.

1.6 - Related Programmes and Donor Activities

To complement other community services being delivered by the Active Ageing & Community Care (AACC) such as Commcare, Telecare, Home Help, Incontinence, Handyman, Telephone Rebate, Night Shelters and Active Ageing Centres.

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 provision and delivery of meals as requested by the Contracting Authority to those persons who are eligible for the service.

2.3 - Results to be achieved by the Consultant

1. The delivery of meals to those persons who are eligible for the service in a hygienic and timely manner as requested by the Contracting Authority and in full observance of level regulation and standard.
2. The proper execution of the contract.

3. Assumptions and Risks

3.1 - Assumptions Underlying the Project Intervention

It is assumed that the number of persons eligible for such a service can fluctuate during the period of the contract. Any changes will be notified by giving the Contractor one (1) day pre advice.

3.2 – Risks

Not applicable.

4. Scope of the Work

4.1 – General

4.1.1 Project Description

The provision and delivery of meals to those persons who are eligible for the service as advised by the Contracting Authority.

4.1.2 Geographical Area to be covered

Malta (excluding Gozo and Comino).

4.1.3 Target Groups

Elderly persons who are eligible and who qualify for the service. Details of all the eligible persons will be given to the successful tenderer within one (1) week from the last date of the signature of the contract.

4.2 - Specific Activities

1. The Contractor shall be responsible for the preparation, transportation and delivery of meals, which may consist also of a packed lunch, to the residence of eligible persons as advised by the Contracting Authority. The number of persons receiving the service at present amounts to about 785 persons (which amount can vary by $\pm 20\%$) all over the island of Malta but excluding Gozo and Comino.

2. Eligible persons are each entitled for a maximum of seven (7) meals per week. Currently there are fifty (50) persons that are entitled for a maximum of fourteen (14) meals per week, that is, two (2) meals daily. The number of persons receiving two (2) meals per day may differ in the circumstances of a deceased persons or any other persons that stops the service always with the approval of the Contracting Authority.

3. Each meal shall consist of two courses and a dessert. A menu in Maltese and English shall be in place and cover a two-week period. The menu, which should include pictorial symbols of the food, must be provided by the Contractor and approved by the Contracting Authority as stipulated in this document. Each menu must have three (3) choices for the first plate, for the second plate and for the dessert. Menus for packed lunches are to be submitted separately. Menus shall be seasonal with one menu starting from June to September and the other from October to May. No alterations to the menus can be made without the prior approval from the Contracting Authority. Proposed menus submitted to the Contracting Authority must be accompanied by a nutritional analysis, prepared by a Dietician/Nutritionist registered with the Council for the Professions Complimentary to Medicine. Food bags/containers should be clearly labelled with the client's name, address and meal chosen before delivery.

4. Meals should be delivered:

Chilled to 5°C temperature and maintained in such temperature till time of delivery to eligible persons. Meals should be individually plated into microwave/oven safe food grade containers, which should be single use containers, at the Central Processing Unit (CPU). The said containers must bear storage and reheating instructions in Maltese, English and Italian as well as pictorial symbols of these instructions. **A visible, bright coloured sticker should be attached to the meals indicating the type of meal in the box (for example pasta/meat etc) stating "To be consumed within 24 hours". Clear instructions of how the client must heat or regenerate the food provided must also be inserted on the sticker.**

The containers shall keep meals safely sealed without any dispersion of food out of the container. The contractor must fully abide with all Local and EU Food and Safety Legislations. Literature detailing technical specifications of microwave/oven safe food grade containers is to be provided with tender offer.

The Contractor is to make use of Euro 5 compliant or better refrigerated transport used solely for this purpose. Details of all transport vehicles and equipment that are being proposed for use are to be submitted with the tender offer.

Delivery Vehicles should be clearly marked with the Company's Logo that can easily be seen.

On-time delivery of meals - Economic Operators are to also indicate the routes to be catered for according to the number of meals and localities, the number of envisaged routes and the number of allocated vehicles to cater for each route, in order that all meals

are provided between 07:30am and 01:00pm. Number of estimated meals per locality is attached at Appendix 1.

During evaluation stage the Evaluation Committee reserves the right to view the vehicles that are being offered for the performance of the contract. If requested, the viewing of the vehicles shall be done **within five (5) working days** from being notified to do so. If viewing of the vehicles will not be done within the specified timeframe, offer will not be considered further.

5. The Contractor is to provide meals within the established shelf-life anytime between 07:30 am and 1;00 pm.

6. The Contractor is to provide eligible persons with printed menus, according to Regulation (EU) 1169/2011 and subsequent amendments, inclusive of pictorial symbols of the food, that should denote the type of meal which are to be classified as follows:

- a) Normal
- b) Diabetic
- c) Low salt
- d) Soft food
- e) Gluten free
- f) Lactose free
- g) Nuts free
- h) Vegetarian (Should include the absence of molluscs, gluten, lactose, milk, lupin (from flour), eggs)

The Contractor is to provide eligible persons with a personalized copy of the chosen menu with the respective meal delivery.

The Bidder must submit a specimen of a two (2) week cyclical menu for both seasonal menus complete with nutritional analysis with his\her tender document. Menus are to be submitted in Maltese and English versions. The format of the menu proposed shall be a true representation of what is being offered. **Failure to include menu complete with analysis with the submission of the tender documents will result in an automatic exclusion of same tender.**

7. All equipment (i.e. food containers, specialized transport vehicles as described above), used for the delivery of meals must be approved by the Contracting Authority. The Contractor is solely responsible for all the equipment. Vehicles used in the delivery of meals must have to be registered with the food safety commission.

8. The Contracting Authority reserves the right, during the evaluation of the Tender, to sample one day's menu (based on the Tender Menu and Conditions). The sample shall be delivered within five (5) days from being notified to do so.

9. The Contracting Authority may request a number of changes in the menu, delivery times and any other conditions, accordingly. Any alternative agreed upon must not involve extra costs.

10. The Contractor must ensure that all food purchased, stored, prepared, cooked, distributed and served must conform to the provisions of both local and EU Food and Safety Legislations. The Contracting Authority reserves the right before or after the award of contract to obtain official confirmation from the Environmental Health Directorate, Public Health Regulation

Division, that the Contractor's CPU premises, stores, vehicles and catering practices conform to the Food Safety Act 2002, the national food and nutrition policy and any other applicable legislation.

11. The Contractor must provide a structural set up of a Complaints Management System through which eligible persons can lodge their complaints accordingly. The compliant management system is to be easily accessible to the service users thus has to include a manned customer care telephone line available between 7.00am and 3.00pm daily.

For the purpose of data records, on a monthly basis, copies of complaints received complete with respective corrective actions on the part of the Contractor must be sent by the Contractor to the Contracting Authority. Details of the complaints management system are to be presented with the tender offer. This process may also entail helping eligible persons in the filling in of menu choices. The Contracting Authority reserves the right to carry out audits/investigations should there be the need to do so.

12. The Contractor must allocate adequate number of hours per week for supervision to ensure and monitor quality as well as to investigate complaints as the case may be. Documentation detailing the supervision\investigation of complaints and Client Satisfaction Surveys must be kept available for evaluation by the Contracting Authority.

13. The Contractor would also be subject to periodical quality control inspections by the Environmental Health Directorate, Public Health Regulation Division to ensure that both local and EU Food and Safety Legislations are rigorously observed and that the overall environment upholds the highest hygienic standards. The Contracting Authority reserves the right to ask for the presentation of any Reports\Notices\Undertakings\Orders issued by the said Directorate with regards to the Contractor's premises\stores\vehicles both during the adjudication process as well as during the validity term of the contract.

14. The Contracting Authority reserves the right to demand the improvement or replacement of any service provided by the Contractor, if there are consistent complaints vis-à-vis appearances, taste or smell, and over/under cooking.

15. The Contracting Authority reserves the right to carry out any inspections and demand the improvement or replacement of any services provided by the Contractor. Such replacement can include the purchase of alternative services from other service providers at the expense of the Contractor. Such replacement will be sought by the Contracting Authority if the Contractor's premises\stores\vehicles are awarded a low grade (i.e. Grade D or lower) by the Environmental Health Directorate following two consecutive inspections.

16. A Hazard Analysis Critical Control Point (HACCP) monitoring and control process covering the whole process (i.e. from purchases of raw materials to delivery of meals to eligible persons) must be in place. Failure to produce documentary evidence of the HACCP system with the submission of the tender documents will result in an automatic exclusion of same tender. This documentary evidence must be kept up-to-date and must be available for inspection upon request by the Contracting Authority during the validity term of the contract. Results of independent audits of the HACCP system in place are to be submitted with the tender offer.

17. Employees of the Contractor must be registered as food handlers with the Food Safety Commission according to Law. Copies of these certificates must be submitted when requested by the Contracting Authority. The Contracting Authority reserves the right to demand original documentation. The Contractor has to maintain an on-going staff-training program related to

food hygiene and safety. Details of the said training must be submitted with the tender documents.

18. The Contractor shall bind himself to perform, at his expense, on a monthly basis a bacteriological analysis of each of the constituents of a full meal. The laboratory analysis must be performed by an independent laboratory for the parameters listed underneath:

- Total viable count (37 degrees Celsius)/gram
- Enterobacteriaceae Count/gram
- Faecal Coliform Count/gram
- Coagulate positive Staphylococci Count/gram
- Bacillus cerius Count/gram
- Complobacter Count/gram
- Vibrio Spp
- Clostridium perfringens Count/gram
- Salmonella Spp
- Listeria Spp
- and any other Microbiological species that may be relevant.

The Contracting Authority reserves the right to randomly appoint an independent accredited laboratory to carry out *ad hoc* testing.

Copies of the said results must be forwarded to the Contracting Authority five (5) days from the date of sampling. In those cases where results are outside the permitted range, the corrective action undertaken by the Contractor must be forwarded to the Contracting Authority within 48 hours. The corrective action should also include re-sampling.

19. The Contractor is to keep a sample of all food items made available on the day's menu. The samples are to be taken just before dispatch from the production unit. They have to be kept frozen in sealed containers/plastic bags. Each container is to be coded, dated and kept frozen for a minimum of 20 days after the date of production/service.

20. The Laboratory Protocol to be used in performing the above tests must also accompany the Tender Documents. Quality Assurance on the proficiency testing related to the above tests must be included.

21. The date of sampling shall be communicated to the laboratory and to the Contracting Authority by the Contractor.

22. The Analytic Laboratory shall send a copy of the results to the Contracting Authority at the same time as that sent to the Contractor.

23. The Contractor is also expected to ensure that all machinery is to be maintained in good working order and that no machine breakdown would, at any time, interfere with the food production, its preparation and delivery.

24. The Contracting Authority will not be responsible for any damage or loss sustained by the Contractor.

25. The Contractor will be liable to any damages or ill effects both direct and consequential incurred by the eligible persons arising from the provision of this service.

26. The Contractor shall assume full responsibility and accountability regarding the health and safety of his/her own team in the execution of his work.

27. The Contractor shall be advised of the details of the current eligible persons to whom meals or packed lunch are to be provided and delivered. The number of eligible persons may vary from day to day. Changes in the number shall be communicated immediately to the Contractor who in turn shall commence the service to these new eligible persons within one (1) day from notification. The Contractor is to have adequate communication facilities for urgent/confirmed communications.

28. The bidder must submit with his/her tender a contingency plan that could be set in action and executed immediately in case if, he/she is awarded the contract and he/she will not be in a position, at any time during the running of the contract, to deliver the meals as required.

29. The Contractor shall be bound to conform in all respects and at all times during the duration of this contract with all current legislation and regulations.

4.2.1 Contents of Meals

The Contractor, on a daily basis, shall provide meals or packed lunches to eligible persons:

Each meal shall consist of a mixture of two courses and a cold dessert. Each meal shall have at least three (3) choices for first and main course. The dessert shall consist of a choice between fresh fruit and sweets. Each menu should be available in normal, diabetic, low salt, soft food, gluten free, lactose free, nuts free and vegetarian forms.

As regards packed lunches' menu, there shall be a variety of choices to choose from.

The Contractor shall provide to the Contracting Authority a 14-Day cycle menu five (5) weeks prior to the initiation of winter and summer cycles substantially similar to the nature and quality of the menu set forth below.

4.2.2 Meal Specifications

The Contractor shall ensure compliance throughout the term of this Contract with the following Meal Specifications/portion sizes:

SOUP	200mls (Cooked Weight)
CHICKEN	100gms Boneless (Cooked Weight)
LAMB	100gms (Cooked Weight)
BEEF	100gms (Cooked Weight)
MINCED BEEF	200gms (Cooked Weight)
CASSEROLES	200gms with Meat Content 90/100gms (Cooked Weight)

FISH	200gms with sauce extra 70mls (Cooked Weight)
CARBS (potatoes)	130gms (Cooked Weight)
VEG	80gms (Cooked Weight)
PASTA	200gms (Cooked Weight)

COMPLETE MEAL EXAMPLE - COTTAGE PIE, ETC 240gms

CRUMBLES	120gms
CUSTARD SAUCE for topping	100mls
CUSTARD SAUCE on its own	200mls
MILK PUDDINGS	200mls

GRAVY & SAUCES Accompaniments 100mls

(CALORIC INTAKE PER DAY - 2000 - 2500 CALS)

SANDWICH 2 slices bread with 20/30gms filling

DESSERT 150grms

National nutrient goals and dietary guidelines are to be adopted by the Contractor in the design and preparation of well-balanced menus.

“No - added salt” (sodium content), diet plans shall be provided for all Meals produced and/or supplied by the Contractor.

Cooked weights of portions of meat and fish must be strictly adhered to.

All kinds of soups (such as ‘Minestra’ broths, purees, etc) must be made of fresh products. Limited dried pulses are allowed.

Dehydrated foods are not acceptable to be served.

Pasta and farinaceous courses must weigh not less than 200grams cooked weight.

The main item of the meal (such as fish steak or meat steak) of the second course should not be less than 120 grams cooked weight if no additional ingredients are included. In the case of other main items of meals the cooked weight should not be less than 160 grams. If sandwiches are provided a minimum of 120 grams of bread must be used.

Accompanied vegetables (Kontorni) must not be less than 200 grams, cooked weight, when potatoes are not served. If potatoes are served the cooked weight of vegetables including potatoes must not be less than 200 grams.

Dessert should consist of a choice between fresh fruit and sweet. The weight of either fruit or sweets should not be less than 150 grams.

4.2.2.1 Menu Examples

The following are indicative examples of the types and nature of Meals and packed lunches expected to be provided by the Contractor. The said tables are not meant to be binding on the Contractor but merely to provide to the Contractor an adequate basis upon which the meal production and menus can be based.

First Courses

Soups - Fresh

Maltese Minestrone
Peas Soup
Lentil Soup
Pea Ham Soup
Spring Vegetable Soup
Fish Soup
Chicken Soup
Scotch Broth
Chicken/Mushroom Soup
Asparagus Soup
Potato & Leek Soup
Risotto with Tomato Sauce
Chicken Salad

Entrees

Spagetti Carbonara
Tortellini
Tortellini with Tomato Sauce
Baked Macaroni
Fettucini with Tomato Sauce
Penne with Tuna Salad
Penne with Rikotta Sauce
Penne Napolitana
Macaroni with Lean Meat Sauce
Fusilli Vegetariana
Cheese & Tomato Salad
Mixed Salad
Pizza (thick/thin crust)

Entrees

Lasagna
Spaghetti Bolognaise
Cold rice salad

Ham Salad
Salad Nicoise
Tuna Salad
Egg Mayonnaise
Maltese Salad
Cheese Salad
Kuskus
Baked Rice

Main Courses

Roast Chicken
Roast Lamb
Roast Pork
Roast Beef
Quiche Lorraine
Turkey Breast
Braised Lamb
Cheese & Tomato Omelette
Chicken/bean Balls Burger
Braised Steak
Bragioli
Stuffed Cabbages
Poached fish pie
Rabbit in gravy

Fresh Fish
Poached Fish
Fried Fish

Lasagne
Chicken Cutlets
Chicken Stew
Rice with Vegetable Legume
Ham Omelette
Meat Loaf
Tuna Burgers
Chicken Casserole
Liver
Stuffed Aubergines

Cannelloni
Rikotta Pie
Meat Pie (Lean Meat)
Fish Pie
Beef Stew
Cottage Pie
Steamed Meat
Baked Rice
Veggy Quiche
Stuffed Vegetables
Tuna & Spinach Flan
Crumble Fish
Bigilla Salad
Stuffed Marrows

Meat, chicken and fish dishes served with vegetables & potatoes

Desserts

Fresh Fruit
Fresh Fruit Salad
Poached Fruit
Jelly - sugar free
Strawberry Mousse
Cheese & Biscuit Honey rings
Yogurts - choice of plain, fruit base, low fat

Custard
Chocolate Blancmange
Cream Caramel
Carrot Cake
Chocolate Mousse
Diplomatic Pudding Quarezimal

Apple Crumble
Apple Strudel
Trifle
Gateau
Plain Cake

Packed Lunches

Cheese Sandwich
Beef Sandwich
Ham Sandwich
Chicken Sandwich

Tomato Sandwich Cucumber Sandwich
Pork Sandwich

The sandwiches should be a mixture of white/whole meal/brown bread. A variety of other bread should be used as such rolls and buns.

The service does not include the provision of any kind of beverages.

4.2.3 Other Requirements

The Contractor shall provide special Meals and diets, such as Meals for celiac persons (gluten free diet), diabetic and low salt meals, liquidized and soft consistency food, as and when requested by the eligible person. The provision of packed lunches shall also be made available by the Contractor on request by the eligible persons.

4.2.4 Payment by the Eligible Persons

Tenderers are to note that 60% of the cost of meal is to be paid by Government and the remaining 40% of the cost of each meal will be paid by eligible persons.

Since the eligible persons pay per meal for the service being provided the contractor will collect the payment per meal due from the eligible persons at the rate as advised by the Contracting Authority. All payments collected are to be forwarded to the Contracting Authority at the end of each calendar month.

Prepaid vouchers should be introduced by the Contractor to minimise the problem of clients who are not given proper change, receipts or in cases where clients don't pay for their meals. The printing and distribution of vouchers should be the responsibility of the service provider. The Service provider would in return be provided with the payment in advance from the part of the client. In cases where clients have already bought the vouchers and afterwards the same client stops the service, either because he/she is deceased or under any other circumstances and as approved by the Contracting Authority, the contractor is obliged to reimburse the client for the unused vouchers.

Moreover, the contractor should introduce and provide an alternative system such as a digital platform where clients can order their menu and also pay online. The traditional order system and prepaid voucher system must also be there for those eligible persons that cannot master the online method. So both systems must be in place for the whole duration of the contract.

The Contractor shall issue a delivery note (in duplicate) to the eligible person receiving the meal as:

- a. proof of delivery of the meal, and
- b. as a receipt to the eligible person for the sum paid.

This delivery note is to be signed as follows:

- a. by the Contractor's representative delivering the meal as proof of receipt of the money, and
- b. by the eligible person as proof of receipt of the meal.

One copy of the delivery note is to be given to the eligible person, while the second copy of the delivery note is to be attached to the monthly invoices as provided for in the Special Conditions Article 26.

4.3 - Project Management

4.3.1 *Responsible Body*

Active Ageing & Community Care (AACC) under the Ministry for Senior Citizens & Active Ageing (MSCA).

4.3.2 *Management Structure*

The whole project will be under the direction of the CEO Active Ageing and community Care (AACC). Any issues that may arise and which may not be solved in the first instance may be referred to the CEO - AACC or any Representatives delegated by him, who will be the liaison with the Contractor. This officer will be based at the Active Ageing & Community Care.

Eligible persons will be given menus that shall be provided by the Contractor. Representatives from the Active Ageing & Community Care will monitor the services being offered and will carry out surprise visits to the clients homes with the aim of assessing the actual services rendered to the clients. They will deal with matters that may arise. If these matters remain unresolved, the matter is referred to the Liaison officer for his/her consideration. The Contractor will abide with the decision undertaken by the Liaison Officer within the parameters of this tender.

4.3.3 *Facilities to be provided by the Contracting Authority and/or other parties*

No facilities will be provided by the Contracting Authority, tenderers must provide all the equipment, premises etc. required for the execution of the contract.

The Contracting Authority shall provide the Contractor with the details of the current eligible persons to whom meals or packed lunches are to be provided and delivered.

5. Logistics and Timing

The meals shall be provided and delivered punctually by the contractor as requested and to the entitled persons at their residence.

The service provider shall employ an extra person to accompany the driver to ensure that;

- the right food with the appropriate consistency is delivered at all time,
- food is delivered timely between 07:30am and 01:00pm,
- the food delivered is the one ordered by the beneficiaries,
- food orders and menu choices are properly obtained from the beneficiaries,
- an audit trail of the receipt is being kept ensuring health and safety of all beneficiaries, and
- eliminate parking problems and traffic congestions if the vehicle is to stop in the middle of the road when no parking spaces are available.

5.1 – Location

The meals are to be delivered to the entitled persons' residence around Malta.

5.2 - Commencement Date & Period of Execution

The intended commencement date is on the last date of the signing of the contract. A mobilization period of two (2) weeks from the last date of the signing of the contract will be granted to the Contractor. The period of execution of the contract will be for a period of one (1) year from this date.

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 The Service Provider shall appoint a Project Coordinator who will be in liaison with Active Ageing & Community Care for the smooth and efficient running of the service. In the absence of the Project Coordinator another person is to be appointed to act in his stead.

Key Expert 1 - Project Coordinator with at least two (2) years experience in these services.

Key Expert 2 - A Nutritionist or Dietician registered with the Council for the Professions Complementary to Medicine or the equivalent EU Regulatory Entity if the meals are prepared abroad. A proof of this registration including registration number must be submitted with the tender.

Moreover, in the course of the performance of the contract, and on the basis of a written and justified request, the Contracting Authority shall have the right to ask for a replacement if it considers that the Key Expert is inefficient or does not properly perform its duties under the contract. 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.

The Evaluation Committee reserves the right to request the tenderers to substantiate their claims in respect to the staff proposed by requesting CVs of key staff, signed Declarations of Exclusivity and Availability and signed Self-Declaration (relating to conflict of interest) forms during the evaluation stage.

6.1.2 *Support Staff and Backstopping*

The contractor is to provide any support and back stopping of all staff needed during the performance of the contract.

6.2 – Accommodation

No accommodation shall be offered to the Contractor.

6.3 - Facilities to be provided by the Consultant

The Contractor shall ensure that his/her employees are adequately supported and equipped. Moreover, all employees involved in the delivery of meals must wear uniforms, details of which are to be submitted in the tender offer. They shall also wear identification tags. 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.

If the Consultant is a consortium, the arrangements should allow for the maximum flexibility in project implementation. Arrangements offering each consortium partner a fixed percentage of the work to be undertaken under the contract should be avoided.

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.

7. Reports

7.1 - Reporting Requirements

The provision of information by the Contractor regarding the service being provided should include the following:

- A delivery note duly signed by the eligible person or his\her representative as proof of the delivery of the meal;
- On a monthly basis a schedule (in an Excel form) listing name, surname, location, meal or packed lunch and delivery note number. The final layout of this schedule will be agreed upon with the contractor;
- The Contractor shall submit to the Contracting Authority an operations report based on the Key Performance Indicators (KPIs) as listed Clause 8.1 below, twice yearly, one report by not later than the end of June and the other report by not later than the end of December of each calendar year, during the performance of the contract;
- An annual Client Satisfactory Survey;
- HACCP Report and Bacteriological Analysis Monthly Reports must be performed at the Contractor's expense and shall be sent by the Contractor as and when required by the Contracting Authority.

7.2 - Submission & Approval of Progress Reports

The reports shall be submitted monthly.

8. Monitoring and Evaluation

8.1 - Definition of Indicators

KEY PERFORMANCE INDICATORS:

- *Number of complaints on the service*
- *Statistical analysis of feedback from the eligible persons such as client satisfaction surveys*
- *Reports and assessments from Environmental Health Officers*
- *Audits by NAO or AACC*

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

- a) the Contractor will be fined €100 (hundred euro) if he fails to deliver the meals within the stipulated time;
- b) Failure to provide the meal ordered/chosen by the client, the Contractor will be fined €100 (hundred euro) per meal;
- c) Failure to deliver the meal to the client's door, the Contractor will be fined €100 (hundred euro) per meal;
- d) Failure to deliver meals directly to the client or his/her designated person and failure to get the delivery meal receipt signed by the client or his/her designated person, Contractor will be fined €50 (fifty euro) per occasion;
- e) Failure to deliver in vehicles bearing Company's Logo, the Contractor will be fined €50 (fifty euro) per day;
- f) Failure to deliver the meals in the appropriate temperature as dictated by Food Safety Maltese Laws and/or if contents of the meal is dispersed out of the container resulting in loss of food, the Contractor will be fined €100 (hundred euro) for every meal delivered;
- g) The Contractor has to be sure that deliveries made by staff are wearing the company's uniform otherwise, the Contractor will be penalized €100 (hundred euro) per route;
- h) If Contractor fails to conduct and update the '*Client Satisfactory Survey*' as indicated in the Terms of Reference, the Contractor will be penalized €500 (five hundred euro) per survey;
- i) Failure by the Contractor to set up & maintain a customer care system as indicted in the Terms of Reference (*Three consecutive instances of not answering the telephone calls or failure to act upon instructions an email within three (3) hours*), the Contractor will be penalized €300 (three hundred euro) per instance.
- j) Failure by the Contractor to send a copy the Environmental Health Officers Inspection Report to AACC via email within two days from receiving it, the Contractor will be fined €150 (one hundred and fifty euro) for each delay.

SECTION 4 - SUPPLEMENTARY DOCUMENTATION

4.1 - Draft Contract Form

4.2 - Glossary

4.3 - Specimen Performance Guarantee

4.4 - Specimen Tender Guarantee (Bid Bond) - not applicable

These are available to view and download from the 'Resources Section' at: www.etenders.gov.mt.

4.6 - General Conditions of Contract

The full set of General Conditions for Services Contracts (Version 4.2) can be viewed/downloaded from the 'Resources Section' at: 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.

4.7 - 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).

Appendix 1**Number of meals per locality (being currently distributed)**

All meals are to be delivered between 07:30am and 01:00pm

• Attard -29
• Balzan- 11
• Birgu -2
• B’kara- 46
• Bahar ic-Caghaq -1
• Bormla- 7
• Dingli -7
• Fgura -23
• Furjana-3
• Gharghur- 2
• Ghaxaq- 3
• Gudja -8
• Gzira -19
• Hamrun -28
• Iklin-3
• Kalkara-4
• Kirkop-1
• Lija-3
• Luqa-10
• Marsa-2
• Marsaxlokk-1
• Marsascala-22
• Mdina-1
• Mellieha-8
• Mgarr-1
• Mosta-32
• Mqabba-3
• Msida-18
• Mtarfa-4
• Naxxar-40
• Poala-24
• Pembroke-5
• Pieta’-9
• Qormi-16
• Qrendi-6
• Rabat-29

• Safi-2
• San Gwann-23
• Santa Lucia-8
• Santa Venera-11
• Senglea-8
• Siggiewi-11
• Sliema-65
• Sangiljan-25
• St Paul's Bay-24
• Swieqi-14
• Tarxien-30
• Ta Xbiex-7
• Valletta-18
• Zabbar-24
• Zebbug-16
• Zejtun-17
• Zurrieq-14