

**Request for Proposals for the Provision of Care
Worker Services for Care Homes for Older Persons &
Dementia Activity Centres Falling Within the Active
Ageing & Community Care (AACC)**

Issued by: Active Ageing & Community Care (AACC)

RP03/2021 - AACC/95/2021

Issue Date: **10th June 2021**

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

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SECTION 1 - INSTRUCTIONS TO TENDERERS

1. General Provisions

1.1 The subject of this tender is **Provision of Care Worker Services** to the entities falling within the Active Ageing & Community Care (AACC) as follows:

- **Lot 1 - Care Worker Services for Bormla, Floriana & Mosta Care Homes for Older Persons, Safi Dementia Activity Day/Night Centre, Dar Padova Dementia Activity Centre/Night Shelter Gozo**
- **Lot 2 - Care Worker Services for Mtarfa Care Home for Older Persons**
- **Lot 3 - Care Worker Services for Mellieha Care Home for Older Persons**
- **Lot 4 - Care Worker Services for Case Management Service in the Community**

1.2 The place of acceptance of the services shall be at the entities listed under Clause 4.1 of Section 3 'Terms of Reference' for a period of one (1) year from the date of the last signature of the contract agreement, and the INCOTERM²⁰²⁰ applicable shall be **Delivery Duty Paid (DDP)**.

1.3 The Estimated Procurement Value for this Call for Tenders 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 **€4,887,451.38** excluding VAT and distributed as follows:

- **Lot 1 - €2,214,606.90**
- **Lot 2 - €896,299.20**
- **Lot 3 - €1,487,589.12**
- **Lot 4 - €288,956.16**

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/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. Lots

3.1 This tender is divided into lots as follows:

- Lot 1 - Care Worker Services for Bormla, Floriana & Mosta Care Homes for Older Persons, Safi Dementia Activity Day/Night Centre, Dar Padova Dementia Activity Centre/Night Shelter Gozo
- Lot 2 - Care Worker Services for Mtarfa Care Home for Older Persons
- Lot 3 - Care Worker Services for Mellieha Care Home for Older Persons
- Lot 4 - Care Worker Services for Case Management Service in the Community

Tenderers may submit a tender for several lots (one or more lots).

3.2 The tenderer must offer the whole of the quantity or quantities indicated for each lot. Under no circumstances will tenders for part of the quantities required be taken into consideration. Each lot may form a separate contract and the quantities indicated for different lots will be indivisible.

3.3 Contracts will be awarded lot by lot, in accordance with the award criteria at Article 5.

4. 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)

IMPORTANT NOTE: The ESPD must be submitted by each subcontractor and/or partner in a group, consortium, joint venture or similar.

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: ^(Note 2)

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

Tenderers submitting offers in respect of Lot 1 must also meet the following minimum requirements. This information is not required for Lots 2, 3 and 4.

i) Insurance Cover

The tenderer confirms that they already have or can commit to obtain, prior to the commencement of the contract, a Business Liability Insurance to cover up to €700,000 per occurrence, with unlimited number of occurrences, as indicated in Clause 13 of the Special Conditions.

ii) Credit Facility

The minimum credit facility required is seven hundred thousand euro (€700,000) which has to be valid for the first three (3) months. The tenderer shall submit a statement from a bank or a financial institution recognised by the MFSA certifying such credit facilities during tendering stage. In the

case of a consortium/joint venture the aforementioned statement must cover all members/companies forming the consortium/joint venture.

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

i) **Performance of Services of the specified type**

Bidders submitting offers for **Lot 1, Lot 2 and Lot 3** are to submit a list of principal services of a similar nature and magnitude being carer services including sums, dates and recipients, whether public or private, involved. This information is to be submitted in the table provided in Question Reference Number 4C.1.2. This information is not required for Lot 4.

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 indicating the number of services per annum.

- **Lot 1** - The minimum value must not be less than €750,000 incl. VAT for the quoted period.
- **Lot 2** - The minimum value must not be less than €300,000 incl. VAT for the quoted period.
- **Lot 3** - 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 services listed.

ii) **Subcontracting Proportion**

Provide data concerning subcontractors and the percentage of services to be subcontracted. For each subcontractor please write down the name, the services which you intend to subcontract and the percentage that you intend to subcontract. This information shall be included in the online ESPD form in Part IV: Selection criteria - Technical and professional ability.

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** ^(Note 2) - **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) Technical Offer

- (i) Tenderer's Technical Offer (consisting of all forms and documents below) in response to the Tenderer's Technical Offer - Organisation & Methodology Form available with this Request for Proposals. ^(Note 3)

The Technical Offer shall include the following:

1. **Tenderer's Technical Offer (Organisation & Methodology)** ^(Note 3)
2. **Key Experts Form, the Statement of Availability Form, the Self-declaration form for Key Experts (relating to public employees) and CVs** ^(Note 2A)

Key Expert in the role of Supervisor shall be as a minimum a Senior Carer/Carer as further amplified in Section 3 - Terms of Reference Clause: 6.1.1

(ii) **Literature** - Not Applicable

(iii) **Samples** - Not Applicable

(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 [**inclusive of training**] ^(Note 3)
- (ii) A filled-in **Financial Bid Form** (as per document available with this Request for Proposals). ^(Note 3)

Notes to Clause 4:

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.

5. 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 Terms of Reference/Technical Specifications.

The (BPQR) is established by weighing technical quality against price on a 60/40 basis respectively. This is done by multiplying;

- the technical scores awarded to the offers by 0.60
- the financial scores awarded to the offers by 0.40

Tenderers must achieve an average technical score of (60)**. 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 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*.

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 (60%)** 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

6.2 Evaluation Grids in respect of all Lots.

Evaluation Grid - Lot 1

Total Criteria Weight		TOTAL POINTS	Points (%)
Information about 3 rd parties is to be grayed out in line With the GDPR			
1.	PERSONNEL TO BE EMPLOYED ON CONTRACT & LICENSING	24	
Skills and Capabilities	SUB-CRITERION 1A - QUALIFICATION OF CARERS	Maximum: 1 point	
	In order to ensure a good quality service, all carers shall be pegged with government salary scales as per Special Conditions Articles 7.17 and 39.5 and shall as a minimum possess a qualification as stated in Section 3 - Terms of Reference No 4.2 Specific Activities, Clause 3 - Qualification for Carers		
MANDATORY	Economic operator is to submit a declaration that employees to be employed on contract shall possess qualification in health care as specified in Section 3 - Terms of Reference No 4.2 Specific Activities, Clause 3 - Qualification for Carers and must have a certificate of MQF Level 3 (or equivalent) issued by Malta Qualification Recognition Information Centre (MQRIC). If the equivalent certificate is not issued by MQRIC, the Economic Operator is responsible to ascertain that such a certificate is recognised by the Malta Qualification Recognition Information Centre. <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>	1 point or 0	(100% or 0)

<p>MANDATORY</p>	<p>SUB-CRITERION 1B - LICENSE FOR SOCIAL WELFARE SERVICE</p> <p>Economic operator is to submit a declaration that s/he is licensed by the Social Care Standards Authority (SCSA) to provide the respective social welfare service.</p> <p>If license has not yet been issued, Economic Operator is expected to submit documentary evidence from SCSA that the process has been started.</p> <p>As per Section 3, No 2.2 Specific Objectives, No e).</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>Maximum: 1 point</p> <p>1 point or 0</p>	<p>(100% or 0)</p>
	<p>SUB-CRITERION 2 - INDUCTION COURSE</p>	<p>Maximum: 13 points</p>	
<p>MANDATORY</p>	<p>The induction course prior to commencement of employment shall establish clear foundations and expectations of the role of the employee in the respective area. A certificate of attendance for all induction courses provided (and any applicable proof) to employees engaged on contract shall be issued to every attendee and presented to the Contracting Authority during implementation stage.</p> <p>All expenses related to the induction course are to be incurred by the Contractor.</p> <p>As per Section 3, No 4.2 Specific Activities, Clause 4.</p> <p>Proposed methodology through the submission of a write-up report of approximately 4,000 - 5,000 words demonstrating how the economic operator shall equip all employees with the relevant induction course pertaining their respective role and for the provision of expected quality of service.</p> <p>In such methodology, the Economic Operators are requested to submit the programme of:</p> <ul style="list-style-type: none"> i. An INDUCTION COURSE provided prior to commencement of employment to carers which induction course shall establish clear foundations and expectations including topics to be covered as per hereunder list which topics shall include and are not limited to: <ul style="list-style-type: none"> a) Role of the Carer 		<p>Allotment of marks within a spectrum from 0 to 100%</p>

- b) Food Handling
- c) Basic Life Support
- d) Ethics, Integrity, Social Responsibility
- e) Communication and Documentation
- f) Basic First Aid (How to deal with an emergency, bleeding, trips and falls, burns and hypothermia)
- g) Moving and handling
- h) Training for Communication and Customer Skills (soft skills)
- i) Health and Safety
- j) Infection Prevention and Control
- k) Contenance Care

Once tender is awarded, one (1) month from the employment date of each employee, the Service Provider shall submit proof that the induction course has been duly effected and that the number of hours indicated in the technical offer have been delivered accordingly.

ii. A **SPECIALISED DEMENTIA INDUCTION COURSE**

provided prior to commencement of employment to all carers working in a dementia unit environment and those carers who are in direct contact and require special knowledge and skills to provide excellent care assistance for people with dementia. Topics to be covered shall be as per hereunder list which topics shall include and are not limited to:

- a) Knowledge on dementia disorders;
- b) Person-centred care;
- c) Care interactions;
- d) Enriching the person's life via activities;
- e) Understanding, coping and dealing with problem behaviours;
- f) Interacting with families;
- g) Care planning and use of restraints.

Once tender is awarded, one (1) month from the employment date of each employee, the Service Provider shall submit proof that the specialised dementia induction course has been duly effected and that the number of hours indicated in the technical offer have been delivered accordingly.

	<p>For the above criteria, marks shall be given in terms of:</p> <ul style="list-style-type: none"> a) Quality of induction programmes being offered to respective employees; (2 points) b) Duration of programmes being offered; (1 point); ((1) point will be given to the Economic Operator providing the highest number of hours and exceeding 32 hours in total of all the combined induction courses); c) How the proposed induction course translates the Service Provider’s values towards holistic care; (5 points) d) Provision of practice-based learning with theoretical or knowledge-based content including active participation from participants. (5 points) 		
	<p>SUB-CRITERION 3 - ORIENTATION/SHADOWING</p>	<p>Maximum: 1 point</p>	
<p>MANDATORY</p>	<p>All carers to be employed on contract shall be given an orientation/shadowing session after they have passed successfully an interview conducted by the Head of the Care Home for Older Person/Dementia Activity Centre Coordinator/Case Manager Practice Nurse. The Orientation/Shadowing session shall establish clear foundations and expectations and the carers shall receive information regarding policies, procedures, standards and documentation to support practice and to familiarise with the Care Home for Older Persons/Dementia Activity Centres/Case Management Service.</p> <p>The duration of the orientation/shadowing session shall be effected as per hereunder:</p> <ul style="list-style-type: none"> a) <u>Care Homes for Older Persons</u> Split on three (3) consecutive days for a total of thirty-three (33) hours excluding break. b) <u>Dementia Activity Centre</u> Split on four (4) consecutive days for a total of thirty-six (36) hours excluding break. <p>All expenses related to the orientation/shadowing session are to be incurred by the Contractor.</p> <p>As per Section 3, No 4.2 Specific Activities, Clause 5.</p>	<p>1 point or 0</p>	<p>(100% or 0)</p>

	<p>Economic operator is to submit a declaration that all employees to be employed on contract shall be given orientation/shadowing session according the respective place of work this is: for a total of thirty-three (33) hours excluding break split on three (3) consecutive days for employees working in care homes for older persons, for a total of thirty-six (36) hours excluding break split on four (4) consecutive days for employees working in a Dementia Activity Centre.</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>SUB-CRITERION 4 - ONGOING STAFF TRAINING</p>	<p>Maximum: 6 Points</p>	
<p>MANDATORY</p>	<p>Proposed methodology through the submission of a write-up report of approximately 2,000 - 2,500 words demonstrating how the Economic Operator shall provide staff with yearly ongoing training. The methodology shall emphasise the importance of maintaining a continuous learning programme to develop a core of well-trained employees whose performance will enhance the company's abilities to provide the Care Home for Older Persons/Dementia Activity Centres/Case Management Team a high level of service. Topics are to be clearly portrayed according to employees working in all respective areas. At the end of every 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. A certificate of attendance of employees engaged on contract shall be issued to every attendee yearly and presented to the Contracting Authority during the implementation stage.</p> <p>All expenses related to the ongoing staff training are to be incurred by the Service Provider.</p> <p>As per Section 3, No 4.2 Specific Activities, Clause 6.</p> <p>For the above criteria, marks shall be given in terms of:</p> <ul style="list-style-type: none"> a) Quality of ongoing staff training programmes being offered to respective employees including specialised programmes; (3 points) b) Duration of programmes being offered; (1 point); (one (1) point will be given to the Economic Operator providing the highest total number of hours and <u>exceeding 16 hours yearly</u> for the ongoing staff training); 		<p>Allotment of marks within a spectrum from 0 to 100%</p>

	<p>c) Provision of practice-based learning with theoretical or knowledge-based content including active participation from participants. (2 points)</p>		
	<p>SUB-CRITERION 5 - OTHER SKILLS</p>	<p>Maximum: 2 points</p>	
<p>MANDATORY</p>	<p>The Service Provider shall provide a mix of carers whereby some of them are able to communicate fluently in at least the English language (spoken and written) and some are able to communicate fluently (spoken and written) in both Maltese and English. The carers shall have good communication and customer care skills.</p> <p><u>Lot 1</u></p> <p><u>Bormla, Mosta & Floriana Care Homes for Older Persons</u></p> <p>The Service Provider shall bind oneself to have all carers who are able to communicate fluently in the English language (spoken and written) and a minimum of 25% of all carers provided during the day and 10% of all carers provided during the night in a particular care home who are able to communicate fluently in both Maltese and English (spoken and written). The Service Provider shall bind oneself to have the aforementioned mix of carers both during the day and night, in each respective Care Home for Older Persons. It is imperative that the residents' language needs are met at all times.</p> <p><u>Safi Dementia Activity Day/Night Centre and Dar Padova Activity Centre/Night Shelter</u></p> <p>The Service Provider shall bind oneself to have all carers who are able to communicate fluently in the English language (spoken and written) and a minimum of 80% of all carers provided during the day and night in a particular dementia activity centre who are able to communicate fluently in both Maltese and English (spoken and written). The Service Provider shall bind oneself to have the aforementioned mix of carers both during the day and night, in each respective Dementia Activity Centres. It is imperative that the residents' language needs are met at all times.</p> <p>To this effect, it will not be acceptable that during contract performance, the Service Provider does not provide the mix of carers as requested leading to residents/beneficiaries suffering due to language barrier.</p> <p>Economic Operator is requested to submit a declaration stating that s/he shall bind oneself to have all carers who</p>	<p>1 point or 0</p>	<p>100% or 0</p>

	<p>are able to communicate fluently in the English language (spoken and written) and confirms the minimum number of carers for each lot who are able to communicate fluently in both Maltese and English (spoken and written).</p> <p>As per Section 3, No 4.2 Specific Activities, Clause 7.</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>If Maltese language lessons are needed, these shall be provided by the Service Provider and all proposed employees shall sit for a Maltese Proficiency Test by a competent authority as determined by the Contracting Authority and a certificate shall be issued to every attendee and presented to the Contracting Authority within one (1) year from course application.</p> <p>All expenses related to the Maltese language lessons are to be incurred by the contractor.</p> <p>As per Section 3, No 4.2 Specific Activities, Clause 7.</p> <p>Economic Operators are requested to submit a declaration that if Maltese language lessons are needed, these shall be provided by the Service Provider.</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>	1 point or 0	100% or 0
MANDATORY			
2.	CONTRACT MANAGEMENT AND OPERATIONS - OVERALL COORDINATION STRATEGY AND CONTRACT INFRASTRUCTURE	61	
	SUB-CRITERION 1: QUALITY OF SERVICE PROVISION	Maximum: 19	
MANDATORY	<p>Proposed methodology through the submission of a write-up report of approximately 6,500 - 7,000 words demonstrating how the economic operator shall ensure that the employees on site provide the expected level of service.</p> <p>This shall include, but not limited to:</p> <ul style="list-style-type: none"> • Vision and mission for the quality of the service provided (2 points); • Organogram (1 point); 		Allotment of marks within a spectrum from 0 to 100%

	<ul style="list-style-type: none"> • List and respective executive summary of Standard Operating Procedures (SOPs) and policies of which must include the following: (10 points) <ul style="list-style-type: none"> ➤ Rights and Obligations of the Resident; ➤ Infection Control; ➤ Least Restraints Use; ➤ Discharge, Death and Dying (inclusive of different religions); ➤ Valuables and Financial Affairs; ➤ Complaints; ➤ Incident Reporting; ➤ Disciplinary Proceedings’ ➤ Smoking; ➤ Uniform; ➤ Promoting Continence; ➤ Data Protection; ➤ Moving and Handling; ➤ Zero Tolerance to Abuse; ➤ Managing Suicidal Threats. • Pool of employees and necessary skills match including staff qualifications (2 points); • Research tools that will be used in the methodology to measure standards of services provision (2 points); • Actions taken to rectify shortcomings in service provision (2 points). <p>As per Section 3, No 4.2 Specific Activities, Clause 8.</p>		
	<p>SUB-CRITERION 2: KEY EXPERT - SUPERVISOR</p>	<p>Maximum: 14 points</p>	
<p>MANDATORY</p>	<p>The Supervisor shall be employed on an on call 24-hour basis and will be responsible for the co-ordination of the service provision and to assist with the replacements/rosters. Supervisor shall allocate a minimum of four (4) hours weekly on-site visit at each Care Home for Older Persons, Dementia Activity Centres and for the Case Management Service in the community. An attendance sheet shall be submitted per month and shall be certified correct by the Head of Care Home, Dementia Activity Coordinator or Case Management Practice Nurse as applicable.</p>		<p>Allotment of marks within a spectrum from 0 to 100%</p>

	<p>Supervision expenses are to be incurred by the contractor.</p> <p>Show through the submission of a write-up report of approximately 1,500 - 2,000 words how the Key Expert will ensure that the following tasks will be carried out in a timely manner:</p> <ul style="list-style-type: none"> a) Provision of advice and assisting the carers on duty to determine way forward with regards to issues arisen during service provision. (Maximum: 2 points) b) Provision of advice and making recommendations to the Contracting Authority related to service provision. (Maximum: 2 points) c) Attending to meeting/s requested by the Contracting Authority. (Maximum: 1 point) d) Co-ordination of adequate level of service provision including but not limited to provision of assistance on a 24/7 basis (including Sundays and Public Holidays). (Maximum: 2 points) e) Assistance with replacements/rosters. (Maximum: 1 point) f) Proper supervision and inspection of carers deployed, at least a minimum of four (4) hours weekly on-site visit at each Care Home for Older Persons, Dementia Activity Centre and Case Management Service in the community and a copy of inspection report is to be submitted monthly by the Service Provider to the Contracting Authority. (Maximum: 2 points) g) Strengths, weaknesses, opportunities and threats of the project and possible ways to mitigate these (Maximum: 4 points) <p>As per Section 3, Article 6.1.1: Key Expert 1 - Supervisor.</p>		
	<p>SUB-CRITERION 3: KEY EXPERT QUALIFICATION AND EXPERIENCE</p>	<p>12 points</p>	
<p>MANDATORY</p>	<p>For this tender, the <u>Key Expert in the role of Supervisor shall be as a minimum a Senior Carer/Carer</u> having at least MQF Level 4 qualification (or equivalent) in health care issued by a registered and licensed institution and that qualification must have a certificate of MQF grading (or equivalent) issued by Malta Qualification Recognition Information Centre (MQRIC) or University of Malta (UOM).</p>		<p>Allotment of marks within a spectrum from 0 to 100%</p>

	<p>If the equivalent certificate is not issued by MQRIC, the Economic Operator is responsible to ascertain that such certificate is recognised by the Malta Qualification Recognition Information Centre. The proposed Key Expert shall have as a minimum five (5) years' experience in caring and who is fluent in English (written and spoken).</p> <p>The Economic Operator shall provide details including CVs, qualification certificates including MQF Level, Food Handling and Basic Life Support certificates for the proposed Key Expert as listed in Section 1, Article 5 (C) (i) 2 and Section 3 - Terms of Reference, Article 6.1.1.</p> <p>Tenderers meeting the minimum requirements in terms of <u>qualification</u> shall be awarded two (2) points, whereas higher qualification shall be awarded additional points as per below:</p> <ul style="list-style-type: none"> • MQF Level 4 qualification (or equivalent) in health care issued by a registered and licensed institution and that qualification must have a certificate of MQF grading (or equivalent) issued by Malta Qualification Recognition Information Centre (MQRIC) or UOM - 2 points • MQF Level 5 qualification (or equivalent) in health care issued by a registered and licensed institution and that qualification must have a certificate of MQF grading (or equivalent) issued by Malta Qualification Recognition Information Centre (MQRIC) or UOM - 4 points • MQF Level 6 qualification (or equivalent) in health care issued by a registered and licensed institution and that qualification must have a certificate of MQF grading (or equivalent) issued by Malta Qualification Recognition Information Centre (MQRIC) or UOM - 6 points <p>Tenderers meeting the minimum requirements in terms of <u>experience</u> shall be awarded two (2) points, whereas greater experience shall be awarded additional points as per below:</p> <ul style="list-style-type: none"> • Five (5) years' experience as Senior Carer / Carer - (2 points) • More than seven (7) years but less than ten (10) years' experience as Senior Carer / Carer - (4 points) • More than ten (10) years' experience as Senior Carer / Carer - (6 points) 	<p>Maximum: 6 points for Qualification</p> <p>Maximum: 6 points for Experience</p>
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	SUB-CRITERION 4: BACK-UP CAPACITY (CONTINGENCY PLANS)	Maximum: 4 points	
MANDATORY	<p>The Economic Operator is to submit a Contingency Plan in the form of a write-up report, of approximately 1,000 to 1,500 words.</p> <p>The contingency plan is to include response time in the event of emergencies and which shall also include at least provisions for the following:</p> <ol style="list-style-type: none"> i. Substitution of personnel in case of unexpected absence, such as industrial actions affecting the Service Provider’s workforce within a maximum of two (2) hours. (Maximum: 2 points) ii. Breakdown of public transportation system that may effect the ability of the personnel to arrive punctually to their place of work within a maximum of two (2) hours. (Maximum: 2 points) 	Maximum: 2 points for each criterion	Allotment of marks within a spectrum from 0 to 100%
	SUB-CRITERION 5: REPORTING REQUIREMENTS	Maximum: 10 points	
MANDATORY	<p>The Service Provider shall keep any records as may be reasonably required by the AACC Representative. Such records shall consist of documents which serve to provide evidence that any services to be performed by the Service Provider have been performed in accordance with agreed terms and standards, and in accordance with applicable good and prudent practices. The said records shall be open to inspection without prior notice by the AACC Representative which may, if it requires, request and obtain a copy of the said records.</p> <p>AACC shall pay the Service Provider for services rendered on a monthly basis. All invoices issued by the Service Provider shall be accompanied by timesheets of all carers working in the respective Care Home for Older Persons / Dementia Activity Centre / Case Management Service in the Community.</p> <p><u>Details for Invoice</u></p> <ul style="list-style-type: none"> • Name of Care Home for Older Persons / Dementia Activity Centre / Case Management Service in the Community • Month when services are carried out • Total hours for weekdays including Saturdays • Total hours for Sundays & Public Holidays • Hourly Rate for weekdays including Saturdays • Hourly rate for Sundays & Public Holidays 	2 points or 0	100% or 0

<p><u>Details of Timesheet</u></p> <ul style="list-style-type: none"> • Date when work was performed • Name & Surname of Carer • Time In • Time Out • Signature of person in charge • Hours worked on weekdays including Saturdays • Hours worked on Sundays & Public Holidays • Indication if carer was on leave or sick leave <p>The Contracting Authority reserves the right to request additional details during the course of the contract as it deems necessary.</p> <p>Economic Operator is expected to submit <u>an invoice and timesheet template</u> including all details mentioned above (Maximum: 1 point for each template).</p> <p>As per Section 3, No 7.1 Reporting Requirements, Clauses 7.1.1.</p> <p><i>For the above criteria, '0' score shall be allotted if the required template is not submitted whereas full marks will be given if the requested template is provided accordingly.</i></p>		
<p>The Service Provider shall submit an Incident Report within twenty-four (24) hours from occurrence of incident. In case of serious incidents, Service Provider shall inform Contracting Authority imminently. The Service Provider is to adhere to any respective Standard Operating Procedure which will come into force following signing of contract agreement.</p> <p>Economic Operator is expected to submit <u>an incident report template in case of an incident</u>. The incident report shall at least include date of incident, name of person/s involved, description of the incident, name of witness/es and medical/Police reports (if applicable).</p> <p>As per Section 3, No 7.1 Reporting Requirements, Clauses 7.1.2.</p> <p><i>For the above criteria, '0' score shall be allotted if the required template is not submitted whereas full marks will be given if the requested template is provided accordingly.</i></p>	<p>1 point or 0</p>	<p>100% or 0</p>
<p>The successful contractor must ensure that s/he has the necessary resources to guarantee the replacement of staff on vacation and sick leave. The Contractor is to ensure an efficient and uninterrupted provision of services at all times. Emergency replacements shall be provided by the</p>		

	<p>Service Provider within two (2) hours from notification. With regards to replacement of staff, if for example a replacement is required at Mtarfa Home, the Service Provider shall provide staff from Mtarfa Home staff complement who are already employed at Mtarfa Home. This applies to the other Care Homes for Older Persons, Dementia Activity Day/Night Centre, Night Shelter and Case Management Service in the community.</p> <ul style="list-style-type: none"> The Service Provider shall submit a <u>Daily Emergency Staff Replacement template</u> illustrating daily emergency replacements per Government Care Home for Older Persons / Dementia Activity Centre / Case Management Service and <u>Standard Operating Procedure</u> as to how emergency staff replacement is dealt within the stipulated timeframes. It is imperative to note that in case of emergency leave or sick leave it is the Service Provider who shall make the necessary arrangements and contact the respective staff for replacement. (Maximum: 7 points: 1 point for template and 6 points for Standard Operating Procedure and its efficacy) <p>As per Section 3, No 7.1 Reporting Requirement Clauses 7.1.3 and 7.1.4.</p> <p><i>For the above criteria, '0' score shall be allotted if the required template and SOP is not submitted whereas full marks will be given if the requested template and SOP is provided accordingly.</i></p>	7 points or 0	100% or 0
	SUB-CRITERION 6: CARER UNIFORM	Maximum: 2 points	
MANDATORY	<p>The Economic Operator shall provide, at his/her own cost, uniform to all carers employed on this contract bearing the contractor's logo. As a minimum the uniform shall incorporate a tunic, trouser, cardigan and shoes. The Economic Operator shall ensure that all carers maintain a smart and clean appearance in line with the Dress Code Policy of the AACC and is bound to adhere to any amendments of the Dress Code Policy during performance of contract. All carers or other authorized representatives shall wear means of photo identification provided by the Contractor. This form of identification must be worn at all times during employees' shift at Care Homes for Older Persons, Dementia Activity Centres and when on duty at AACC premises and beneficiaries' residences.</p> <p>Economic Operators are to provide details of the uniform together with a visual/picture/photo illustrating all minimum requirements.</p> <p>As per Section 3, No 4.2 Specific Activities, Clause 19.</p>	2 points or 0	100% or 0

	<i>A '0' score will be allotted if the Economic Operator does not provide a visual/picture/photo of the uniform and/or the visual/picture/photo provided does not illustrate all minimum requirements. Full marks will be given if the visual/picture/photo of the uniform for all staff categories is provided and illustrates all minimum requirements stipulated in this call for tenders.</i>		
3.	SOCIAL ASPECTS	15	
	SUB-CRITERION 1: EQUAL OPPORTUNITIES	Maximum: 3 points	
ADD-ON	<p>Evidence that economic operator is an Equal Opportunities employer in line with the Equality Mark (or equivalent) issued by the NCPE (or equivalent).</p> <p>Economic operator is expected to submit a copy of the National Commission for the Promotion of Equality (NCPE) Equality Mark or equivalent certification.</p>	2 points	100% or 1% as a minimum
MANDATORY	<p>Proof that the economic operator meets the Legal requirements for the employment of disabled people.</p> <p>Economic operator is expected to submit documentary evidence from Jobsplus (or equivalent) that the legal requirement for the employment of disabled people is in place.</p> <p><i>For the above criteria, '0' score shall be allotted if the required documentary evidence is not submitted whereas full marks will be given if the requested documentary evidence is provided accordingly.</i></p>	1 point or 0	100% or 0
	SUB-CRITERION 2: PROOF OF GOOD WORKING CONDITIONS	Maximum: 10 points	
	<i>All proofs submitted should not relay 3rd party information such as employee personal details. As such, all 3rd party personal details should be blacked out.</i>		
MANDATORY	<p>Wages are paid by credit transfer; costs of which are borne by the Contractor.</p> <p>Proof is to be provided e.g. Agreement with a Bank or Written communication between bidder and Bank confirming credit transfer settlement of wages.</p> <p><i>For the above criteria, '0' score shall be allotted if the required agreement with a Bank or written communication between bidder and Bank confirming direct credit settlement of wages is not submitted whereas full marks will be given if the requested agreement with a Bank or written communication between bidder and Bank confirming direct credit settlement of wages is provided accordingly.</i></p>	1 point or 0	100% or 0

MANDATORY	<p>Employees are provided with a detailed payslip.</p> <p>Economic operators are expected to provide a copy of a payslip.</p> <p><i>For the above criteria, '0' score shall be allotted if the required <u>payslip</u> is not submitted whereas full marks will be given if the requested <u>payslip</u> is provided accordingly.</i></p>	2 points or 0	100% or 0
MANDATORY	<p>Employees have a written contract.</p> <p>Economic operators are expected to provide a copy of a written contract agreement between the bidder and an employee.</p> <p><i>For the above criteria, '0' score shall be allotted if the required <u>contract agreement</u> is not submitted whereas full marks will be given if the requested <u>contract agreement</u> is provided accordingly.</i></p>	1 point or 0	100% or 0
ADD-ON	<p>Contractor to provide proof of insurance cover to its employees in case of injury during work.</p> <p>Economic operators are expected to provide a copy of the current and valid employers' liability insurance cover.</p> <p>As per Section 3, No 2.1 Specific Objectives, c).</p> <p><i>For the above criteria, '0' score shall be allotted if the required copy of the current and valid employers' liability insurance cover is not submitted whereas full marks will be given if the requested copy of the current and valid employers' liability insurance cover is provided accordingly.</i></p>	2 points	100% or 1%
ADD-ON	<p>A collective agreement is in place and registered with the Department of Industrial and Employment Relations (or an equivalent foreign authority if the Economic Operator is registered abroad. In all instances, the collective agreement must include the criteria of employment law conditions as set by Employment and Industrial Act (EIRA) Cap 452 and subsidiary applicable Legislations.</p> <p>EIRA CAP 452 may be accessed from http://www.justiceservices.gov.mt/DownloadDocument.aspx?app=lom&itemid=8918&l=1</p> <p>Economic Operators are to provide a copy of a valid collective agreement, as an attestation of the above.</p> <p>In addition if a company is registered in a foreign country and has a collective agreement in place the Economic Operator shall also submit a self-declaration whereby it is</p>	2 points	100% or 1% as a minimum

	declared that such agreement include the minimum criteria of Employment Law as described above.		
ADD-ON	Contractor provides bonuses over and above those stipulated by the state. Economic operator is to provide proof by submitting a copy of a bonus statement.	2 points	100% or 1% as a minimum
	SUB-CRITERION 3: TRADE UNION MEMBERSHIP	Maximum: 1 point	
MANDATORY	<p>Confirm through a declaration by the Contractor that employees are free to join a trade union of their choice, with no restrictions imposed.</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>	1 point or 0	100% or 0
	SUB-CRITERION 4: IMMUNISATION AND VACCINATION	Maximum: 1 point	
MANDATORY	<p>Confirm through a declaration that all carers performing the requested services are to be given all compulsory statutory immunization and vaccinations provided by the Government to all Maltese citizens. If foreign carers are proposed, the Economic Operator shall declare that all compulsory statutory immunization and vaccinations given to all Maltese citizens will be given to proposed carers at the Contractor's expense and these shall include vaccines against Hepatitis B. Moreover, the Economic Operator shall ensure that all proposed carers have undergone Tuberculosis (TB) screening.</p> <p>As per Section 3, No 4.2 Specific Activities, Clause 27.</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>	1 point or 0	100% or 0
	Total:	100	Maximum : 100%

Evaluation Grid - Lot 2

	CRITERIA	TOTAL POINTS	Points (%)
1.	PERSONNEL TO BE EMPLOYED ON CONTRACT & LICENSING	24	
Skills and Capabilities	SUB-CRITERION 1A - QUALIFICATION OF CARERS	Maximum: 1 point	
	In order to ensure a good quality service, all carers shall be pegged with government salary scales as per Special Conditions Articles 7.17 and 39.5 and shall as a minimum possess a qualification as stated in Section 3 - Terms of Reference No 4.2 Specific Activities, Clause 3 - Qualification for Carers		
	Economic operator is to submit a declaration that employees to be employed on contract shall possess qualification in health care as specified in Section 3 - Terms of Reference No 4.2 Specific Activities, Clause 3 - Qualification for Carers and must have a certificate of MQF Level 3 (or equivalent) issued by Malta Qualification Recognition Information Centre (MQRIC). If the equivalent certificate is not issued by MQRIC, the Economic Operator is responsible to ascertain that such a certificate is recognised by the Malta Qualification Recognition Information Centre. <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>	1 point or 0	(100% or 0)
MANDATORY			
	SUB-CRITERION 1B - LICENSE FOR SOCIAL WELFARE SERVICE	Maximum: 1 point	
	Economic operator is to submit a declaration that she/he is licensed by the Social Care Standards Authority (SCSA) to provide the respective social welfare service. If license has not yet been issued, Economic Operator is expected to submit documentary evidence from SCSA that the process has been started. As per Section 3, No 2.2 Specific Objectives, No e). <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>	1 point or 0	(100% or 0)
	SUB-CRITERION 2 - INDUCTION COURSE	Maximum: 13 points	

	<p>The induction course prior to commencement of employment shall establish clear foundations and expectations of the role of the employee in the respective area. A certificate of attendance for all induction courses provided (and any applicable proof) to employees engaged on contract shall be issued to every attendee and presented to the Contracting Authority during implementation stage.</p> <p>All expenses related to the induction course are to be incurred by the Contractor.</p> <p>As per Section 3, No 4.2 Specific Activities, Clause 4.</p> <p>Proposed methodology through the submission of a write-up report of approximately 4,000 - 5,000 words demonstrating how the economic operator shall equip all employees with the relevant induction course pertaining their respective role and for the provision of expected quality of service.</p> <p>In such methodology, the Economic Operators are requested to submit the programme of:</p> <ol style="list-style-type: none">I. An <u>INDUCTION COURSE</u> provided prior to commencement of employment to carers which induction course shall establish clear foundations and expectations including topics to be covered as per hereunder list which topics shall include and are not limited to:<ol style="list-style-type: none">a) Role of the Carerb) Food Handlingc) Basic Life Supportd) Ethics, Integrity, Social Responsibilitye) Communication and Documentationf) Basic First Aid (How to deal with an emergency, bleeding, trips and falls, burns and hypothermia)g) Moving and handlingh) Training for Communication and Customer Skills (soft skills)i) Health and Safetyj) Infection Prevention and Controlk) Continence Care <p>Once tender is awarded, one (1) month from the employment date of each employee, the Service Provider shall submit proof that the induction course has been duly</p>		<p>Allotment of marks within a spectrum from 0 to 100%</p>
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MANDATORY

effected and that the number of hours indicated in the technical offer have been delivered accordingly.

II. A **SPECIALISED DEMENTIA INDUCTION COURSE** provided prior to commencement of employment to all carers working in a dementia unit environment and those carers who are in direct contact and require special knowledge and skills to provide excellent care assistance for people with dementia. Topics to be covered shall be as per hereunder list which topics shall include and are not limited to:

- a) Knowledge on dementia disorders;
- b) Person-centred care;
- c) Care interactions;
- d) Enriching the person's life via activities;
- e) Understanding, coping and dealing with problem behaviours;
- f) Interacting with families;
- g) Care planning and use of restraints.

Once tender is awarded, one (1) month from the employment date of each employee, the Service Provider shall submit proof that the specialised dementia induction course has been duly effected and that the number of hours indicated in the technical offer have been delivered accordingly.

For the above criteria, marks shall be given in terms of:

- h) Quality of induction programmes being offered to respective employees; (2 points)
- i) Duration of programmes being offered; (1 point); ((1) point will be given to the Economic Operator providing the highest number of hours and **exceeding 32 hours** in total of all the combined induction courses);
- j) How the proposed induction course translates the Service Provider's values towards holistic care; (5 points)

	k) Provision of practice-based learning with theoretical or knowledge-based content including active participation from participants. (5 points)		
	SUB-CRITERION 3 - ORIENTATION/SHADOWING	Maximum: 1 point	
MANDATORY	<p>All carers to be employed on contract shall be given an orientation/shadowing session after they have passed successfully an interview conducted by the Head of the Care Home for Older Person/Dementia Activity Centre Coordinator/Case Manager Practice Nurse. The Orientation/Shadowing session shall establish clear foundations and expectations and the carers shall receive information regarding policies, procedures, standards and documentation to support practice and to familiarise with the Care Home for Older Persons/Dementia Activity Centres/Case Management Service.</p> <p>The duration of the orientation/shadowing session shall be effected as per hereunder:</p> <p>a) <u>Care Homes for Older Persons</u></p> <p>Split on three (3) consecutive days for a total of thirty-three (33) hours excluding break.</p> <p>All expenses related to the orientation/shadowing session are to be incurred by the Contractor.</p> <p>As per Section 3, No 4.2 Specific Activities, Clause 5.</p> <p>Economic operator is to submit a declaration that all employees to be employed on contract shall be given orientation/shadowing session according the respective place of work this is: for a total of thirty-three (33) hours excluding break split on three (3) consecutive days for employees working in care homes for older persons.</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>	1 point or 0	(100% or 0)
	SUB-CRITERION 4 - ONGOING STAFF TRAINING	Maximum: 6 Points	
MANDATORY	<p>Proposed methodology through the submission of a write-up report of approximately 2,000 - 2,500 words demonstrating how the Economic Operator shall provide staff with yearly ongoing training. The methodology shall emphasise the importance of maintaining a continuous learning programme to develop a core of well-trained employees whose performance will enhance the company's abilities to provide the Care Home for Older</p>		Allotment of marks within a spectrum from 0 to 100%

	<p>Persons/Dementia Activity Centres/Case Management Team a high level of service. Topics are to be clearly portrayed according to employees working in all respective areas. At the end of every 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. A certificate of attendance of employees engaged on contract shall be issued to every attendee yearly and presented to the Contracting Authority during the implementation stage.</p> <p>All expenses related to the ongoing staff training are to be incurred by the Service Provider.</p> <p>As per Section 3, No 4.2 Specific Activities, Clause 6.</p> <p>For the above criteria, marks shall be given in terms of:</p> <ul style="list-style-type: none"> a) Quality of ongoing staff training programmes being offered to respective employees including specialised programmes; (3 points) b) Duration of programmes being offered; (1 point); (one (1) point will be given to the Economic Operator providing the highest total number of hours and exceeding 16 hours yearly for the ongoing staff training); c) Provision of practice-based learning with theoretical or knowledge-based content including active participation from participants. (2 points) 		
	SUB-CRITERION 5 - OTHER SKILLS	Maximum: 2 points	
MANDATORY	<p>The Service Provider shall provide a mix of carers whereby some of them are able to communicate fluently in at least the English language (spoken and written) and some are able to communicate fluently (spoken and written) in both Maltese and English. The carers shall have good communication and customer care skills.</p> <p><u>Lot 2 - Mtarfa Care Home for Older Persons</u></p> <p>The Service Provider shall bind oneself to have all carers who are able to communicate fluently in the English language (spoken and written) and a minimum of 25% of all carers provided during the day and 10% of all carers provided during the night who are able to communicate fluently in both Maltese and English (spoken and written). The Service Provider shall bind oneself to have the aforementioned mix of carers both during the day and</p>	1 point or 0	100% or 0

	<p>night, at Mtarfa Care Home for Older Persons. It is imperative that the residents' language needs are met at all times.</p> <p>To this effect, it will not be acceptable that during contract performance, the Service Provider does not provide the mix of carers as requested leading to residents/beneficiaries suffering due to language barrier.</p> <p>Economic Operator is requested to submit a declaration stating that s/he shall bind oneself to have all carers who are able to communicate fluently in the English language (spoken and written) and confirms the minimum number of carers for each lot who are able to communicate fluently in both Maltese and English (spoken and written).</p> <p>As per Section 3, No 4.2 Specific Activities, Clause 7.</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>If Maltese language lessons are needed, these shall be provided by the Service Provider and all proposed employees shall sit for a Maltese Proficiency Test by a competent authority as determined by the Contracting Authority and a certificate shall be issued to every attendee and presented to the Contracting Authority within one (1) year from course application.</p> <p>MANDATORY</p> <p>All expenses related to the Maltese language lessons are to be incurred by the contractor.</p> <p>As per Section 3, No 4.2 Specific Activities, Clause 7.</p> <p>Economic Operators are requested to submit a declaration that if Maltese language lessons are needed, these shall be provided by the Service Provider.</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>	1 point or 0	100% or 0
2.	CONTRACT MANAGEMENT AND OPERATIONS - OVERALL COORDINATION STRATEGY AND CONTRACT INFRASTRUCTURE	61	
	SUB-CRITERION 1: QUALITY OF SERVICE PROVISION	Maximum: 19	
	<p>MANDATORY</p> <p>Proposed methodology through the submission of a write-up report of approximately 6,500 - 7,000 words demonstrating how the economic operator shall ensure that</p>		Allotment of marks within a spectrum

	<p>the employees on site provide the expected level of service.</p> <p>This shall include, but not limited to:</p> <ul style="list-style-type: none"> • Vision and mission for the quality of the service provided (2 points); • Organogram (1 point); • List and respective executive summary of Standard Operating Procedures (SOPs) and policies of which must include the following: (10 points) <ul style="list-style-type: none"> ➤ Rights and Obligations of the Resident; ➤ Infection Control; ➤ Least Restraints Use; ➤ Discharge, Death and Dying (inclusive of different religions); ➤ Valuables and Financial Affairs; ➤ Complaints; ➤ Incident Reporting; ➤ Disciplinary Proceedings’ ➤ Smoking; ➤ Uniform; ➤ Promoting Continence; ➤ Data Protection; ➤ Moving and Handling; ➤ Zero Tolerance to Abuse; ➤ Managing Suicidal Threats. • Pool of employees and necessary skills match including staff qualifications (2 points); • Research tools that will be used in the methodology to measure standards of services provision (2 points); • Actions taken to rectify shortcomings in service provision (2 points). <p>As per Section 3, No 4.2 Specific Activities, Clause 8.</p>		<p>from 0 to 100%</p>
	<p>SUB-CRITERION 2: KEY EXPERT - SUPERVISOR</p>	<p>Maximum: 14 points</p>	
	<p>The Supervisor shall be employed on an on call 24-hour</p>		

	<p>basis and will be responsible for the co-ordination of the service provision and to assist with the replacements/rosters. Supervisor shall allocate a minimum of four (4) hours weekly on-site visit at each Care Home for Older Persons, Dementia Activity Centres and for the Case Management Service in the community. An attendance sheet shall be submitted per month and shall be certified correct by the Head of Care Home, Dementia Activity Coordinator or Case Management Practice Nurse as applicable.</p> <p>Supervision expenses are to be incurred by the contractor.</p> <p>Show through the submission of a write-up report of approximately 1,500 - 2,000 words how the Key Expert will ensure that the following tasks will be carried out in a timely manner:</p> <ul style="list-style-type: none"> a) Provision of advice and assisting the carers on duty to determine way forward with regards to issues arisen during service provision. (Maximum: 2 points) b) Provision of advice and making recommendations to the Contracting Authority related to service provision. (Maximum: 2 points) c) Attending to meeting/s requested by the Contracting Authority. (Maximum: 1 point) d) Co-ordination of adequate level of service provision including but not limited to provision of assistance on a 24/7 basis (including Sundays and Public Holidays). (Maximum: 2 points) e) Assistance with replacements/rosters. (Maximum: 1 point) f) Proper supervision and inspection of carers deployed, at least a minimum of four (4) hours weekly on-site visit at each Care Home for Older Persons, Dementia Activity Centre and Case Management Service in the community and a copy of inspection report is to be submitted monthly by the Service Provider to the Contracting Authority. (Maximum: 2 points) g) Strengths, weaknesses, opportunities and threats of the project and possible ways to mitigate these (Maximum: 4 points) <p>As per Section 3, Article 6.1.1: Key Expert 1 - Supervisor.</p>	<p>Allotment of marks within a spectrum from 0 to 100%</p>
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MANDATORY

	SUB-CRITERION 3: KEY EXPERT QUALIFICATION AND EXPERIENCE	12 points	
<p>MANDATORY</p>	<p>For this tender, the <u>Key Expert in the role of Supervisor shall be as a minimum a Senior Carer/Carer</u> having at least MQF Level 4 qualification (or equivalent) in health care issued by a registered and licensed institution and that qualification must have a certificate of MQF grading (or equivalent) issued by Malta Qualification Recognition Information Centre (MQRIC) or University of Malta (UOM). If the equivalent certificate is not issued by MQRIC, the Economic Operator is responsible to ascertain that such certificate is recognised by the Malta Qualification Recognition Information Centre. The proposed Key Expert shall have as a minimum five (5) years' experience in caring and who is fluent in English (written and spoken).</p> <p>The Economic Operator shall provide details including CVs, qualification certificates including MQF Level, Food Handling and Basic Life Support certificates for the proposed Key Expert as listed in Section 1, Article 5 (C) (i) 2 and Section 3 - Terms of Reference, Article 6.1.1.</p> <p>Tenderers meeting the minimum requirements in terms of <u>qualification</u> shall be awarded two (2) points, whereas higher qualification shall be awarded additional points as per below:</p> <ul style="list-style-type: none"> • MQF Level 4 qualification (or equivalent) in health care issued by a registered and licensed institution and that qualification must have a certificate of MQF grading (or equivalent) issued by Malta Qualification Recognition Information Centre (MQRIC) or UOM - 2 points • MQF Level 5 qualification (or equivalent) in health care issued by a registered and licensed institution and that qualification must have a certificate of MQF grading (or equivalent) issued by Malta Qualification Recognition Information Centre (MQRIC) or UOM - 4 points • MQF Level 6 qualification (or equivalent) in health care issued by a registered and licensed institution and that qualification must have a certificate of MQF grading (or equivalent) issued by Malta Qualification Recognition Information Centre (MQRIC) or UOM - 6 points <p>Tenderers meeting the minimum requirements in terms of <u>experience</u> shall be awarded two (2) points, whereas</p>	<p>Maximum: 6 points for Qualification</p> <p>Maximum: 6 points for Experience</p>	<p>Allotment of marks within a spectrum from 0 to 100%</p>

	<p>greater experience shall be awarded additional points as per below:</p> <ul style="list-style-type: none"> • Five (5) years’ experience as Senior Carer / Carer - 2 points • More than seven (7) years but less than ten (10) years’ experience as Senior Carer / Carer - 4 points • More than ten (10) years’ experience as Senior Carer / Carer - 6 points 		
	SUB-CRITERION 4: BACK-UP CAPACITY (CONTINGENCY PLANS)	Maximum: 4 points	
MANDATORY	<p>The Economic Operator is to submit a Contingency Plan in the form of a write-up report, of approximately 1,000 to 1,500 words.</p> <p>The contingency plan is to include response time in the event of emergencies and which shall also include at least provisions for the following:</p> <ol style="list-style-type: none"> Substitution of personnel in case of unexpected absence, such as industrial actions affecting the Service Provider’s workforce within a maximum of two (2) hours. (Maximum: 2 points) Breakdown of public transportation system that may affect the ability of the personnel to arrive punctually to their place of work within a maximum of two (2) hours. (Maximum: 2 points) 	Maximum: 2 points for each criterion	Allotment of marks within a spectrum from 0 to 100%
	SUB-CRITERION 5: REPORTING REQUIREMENTS	Maximum: 10 points	
	<p>The Service Provider shall keep any records as may be reasonably required by the AACC Representative. Such records shall consist of documents which serve to provide evidence that any services to be performed by the Service Provider have been performed in accordance with agreed terms and standards, and in accordance with applicable good and prudent practices. The said records shall be open to inspection without prior notice by the AACC Representative which may, if it requires, request and obtain a copy of the said records.</p>		
MANDATORY	<p>AACC shall pay the Service Provider for services rendered on a monthly basis. All invoices issued by the Service Provider shall be accompanied by timesheets of all carers working in the respective Care Home for Older Persons / Dementia Activity Centre / Case Management Service in the Community.</p>	2 points or 0	100% or 0

<p><u>Details for Invoice</u></p> <ul style="list-style-type: none"> • Name of Care Home for Older Persons / Dementia Activity Centre / Case Management Service in the Community • Month when services are carried out • Total hours for weekdays including Saturdays • Total hours for Sundays & Public Holidays • Hourly Rate for weekdays including Saturdays • Hourly rate for Sundays & Public Holidays <p><u>Details of Timesheet</u></p> <ul style="list-style-type: none"> • Date when work was performed • Name & Surname of Carer • Time In • Time Out • Signature of person in charge • Hours worked on weekdays including Saturdays • Hours worked on Sundays & Public Holidays • Indication if carer was on leave or sick leave <p>The Contracting Authority reserves the right to request additional details during the course of the contract as it deems necessary.</p> <p>Economic Operator is expected to submit <u>an invoice and timesheet template</u> including all details mentioned above (Maximum: 1 point for each template).</p> <p>As per Section 3, No 7.1 Reporting Requirements, Clauses 7.1.1.</p> <p><i>For the above criteria, '0' score shall be allotted if the required template is not submitted whereas full marks will be given if the requested template is provided accordingly.</i></p>		
<p>The Service Provider shall submit an Incident Report within twenty-four (24) hours from occurrence of incident. In case of serious incidents, Service Provider shall inform Contracting Authority imminently. The Service Provider is to adhere to any respective Standard Operating Procedure which will come into force following signing of contract agreement.</p> <p>Economic Operator is expected to submit <u>an incident report template in case of an incident</u>. The incident report shall at least include date of incident, name of person/s involved, description of the incident, name of witness/es and medical/Police reports (if applicable).</p>	<p>1 point or 0</p>	<p>100% or 0</p>

	<p>As per Section 3, No 7.1 Reporting Requirements, Clauses 7.1.2.</p> <p><i>For the above criteria, '0' score shall be allotted if the required template is not submitted whereas full marks will be given if the requested template is provided accordingly.</i></p>		
	<p>The successful contractor must ensure that s/he has the necessary resources to guarantee the replacement of staff on vacation and sick leave. The Contractor is to ensure an efficient and uninterrupted provision of services at all times. Emergency replacements shall be provided by the Service Provider within two (2) hours from notification. With regards to replacement of staff, if for example a replacement is required at Mtarfa Home, the Service Provider shall provide staff from Mtarfa Home staff complement who are already employed at Mtarfa Home. This applies to the other Care Homes for Older Persons, Dementia Activity Day/Night Centre, Night Shelter and Case Management Service in the community.</p> <ul style="list-style-type: none"> • The Service Provider shall submit a Daily Emergency Staff Replacement template illustrating daily emergency replacements per Government Care Home for Older Persons / Dementia Activity Centre / Case Management Service and Standard Operating Procedure as to how emergency staff replacement is dealt within the stipulated timeframes. It is imperative to note that in case of emergency leave or sick leave it is the Service Provider who shall make the necessary arrangements and contact the respective staff for replacement. (Maximum: 7 points: 1 point for template and 6 points for Standard Operating Procedure and its efficacy) <p>(As per Section 3, No 7.1 Reporting Requirement Clauses 7.1.3 and 7.1.4)</p> <p><i>For the above criteria, '0' score shall be allotted if the required template and SOP is not submitted whereas full marks will be given if the requested template and SOP is provided accordingly.</i></p>	<p>7 points or 0</p>	<p>100% or 0</p>
	<p>SUB-CRITERION 6: CARER UNIFORM</p>	<p>Maximum: 2 points</p>	
<p>MANDATORY</p>	<p>The Economic Operator shall provide, at his/her own cost, uniform to all carers employed on this contract bearing the contractor's logo. As a minimum the uniform shall incorporate a tunic, trouser, cardigan and shoes. The Economic Operator shall ensure that all carers maintain a smart and clean appearance in line with the Dress Code Policy of the AACC and is bound to adhere to any amendments of the Dress Code Policy during performance of contract. All carers or other authorized representatives</p>	<p>2 points or 0</p>	<p>100% or 0</p>

	<p>shall wear means of photo identification provided by the Contractor. This form of identification must be worn at all times during employees' shift at Care Homes for Older Persons, Dementia Activity Centres and when on duty at AACC premises and beneficiaries' residences.</p> <p>Economic Operators are to provide details of the uniform together with a visual/picture/photo illustrating all minimum requirements.</p> <p>As per Section 3, No 4.2 Specific Activities, Clause 19.</p> <p><i>A '0' score will be allotted if the Economic Operator does not provide a visual/picture/photo of the uniform and/or the visual/picture/photo provided does not illustrate all minimum requirements. Full marks will be given if the visual/picture/photo of the uniform for all staff categories is provided and illustrates all minimum requirements stipulated in this call for tenders.</i></p>		
3.	SOCIAL ASPECTS	15	
	SUB-CRITERION 1: EQUAL OPPORTUNITIES	Maximum: 3 points	
ADD-ON	<p>Evidence that economic operator is an Equal Opportunities employer in line with the Equality Mark (or equivalent) issued by the NCPE (or equivalent).</p> <p>Economic operator is expected to submit a copy of the National Commission for the Promotion of Equality (NCPE) Equality Mark or equivalent certification.</p>	2 points	100% or 1% as a minimum
MANDATORY	<p>Proof that the economic operator meets the Legal requirements for the employment of disabled people.</p> <p>Economic operator is expected to submit documentary evidence from Jobsplus (or equivalent) that the legal requirement for the employment of disabled people is in place.</p> <p><i>For the above criteria, '0' score shall be allotted if the required documentary evidence is not submitted whereas full marks will be given if the requested documentary evidence is provided accordingly.</i></p>	1 point or 0	100% or 0
	SUB-CRITERION 2: PROOF OF GOOD WORKING CONDITIONS	Maximum: 10 points	
	<i>All proofs submitted should not relay 3rd party information such as employee personal details. As such, all 3rd party personal details should be blacked out.</i>		
MANDATORY	<p>Wages are paid by credit transfer; costs of which are borne by the Contractor.</p> <p>Proof is to be provided e.g. Agreement with a Bank or Written communication between bidder and Bank confirming credit transfer settlement of wages.</p>	1 point or 0	100% or 0

	<p><i>For the above criteria, '0' score shall be allotted if the required agreement with a Bank or written communication between bidder and Bank confirming direct credit settlement of wages is not submitted whereas full marks will be given if the requested agreement with a Bank or written communication between bidder and Bank confirming direct credit settlement of wages is provided accordingly.</i></p>		
MANDATORY	<p>Employees are provided with a detailed payslip.</p> <p>Economic operators are expected to provide a copy of a payslip.</p> <p><i>For the above criteria, '0' score shall be allotted if the required <u>payslip</u> is not submitted whereas full marks will be given if the requested <u>payslip</u> is provided accordingly.</i></p>	2 points or 0	100% or 0
MANDATORY	<p>Employees have a written contract.</p> <p>Economic operators are expected to provide a copy of a written contract agreement between the bidder and an employee.</p> <p><i>For the above criteria, '0' score shall be allotted if the required <u>contract agreement</u> is not submitted whereas full marks will be given if the requested <u>contract agreement</u> is provided accordingly.</i></p>	1 point or 0	100% or 0
ADD-ON	<p>Contractor to provide proof of insurance cover to its employees in case of injury during work.</p> <p>Economic operators are expected to provide a copy of the current and valid employers' liability insurance cover.</p> <p>As per Section 3, No 2.1 Specific Objectives, c).</p> <p><i>For the above criteria, '0' score shall be allotted if the required copy of the current and valid employers' liability insurance cover is not submitted whereas full marks will be given if the requested copy of the current and valid employers' liability insurance cover is provided accordingly.</i></p>	2 points	100% or 0
ADD-ON	<p>A collective agreement is in place and registered with the Department of Industrial and Employment Relations (or an equivalent foreign authority if the Economic Operator is registered abroad. In all instances, the collective agreement must include the criteria of employment law conditions as set by Employment and Industrial Act (EIRA) Cap 452 and subsidiary applicable Legislations.</p> <p>EIRA CAP 452 may be accessed from http://www.justiceservices.gov.mt/DownloadDocument.aspx?app=lom&itemid=8918&l=1</p> <p>Economic Operators are to provide a copy of a valid collective agreement, as an attestation of the above.</p>	2 points	100% or 1% as a minimum

	In addition if a company is registered in a foreign country and has a collective agreement in place the Economic Operator shall also submit a self-declaration whereby it is declared that such agreement include the minimum criteria of Employment Law as described above.		
ADD-ON	Contractor provides bonuses over and above those stipulated by the state. Economic operator is to provide proof by submitting a copy of a bonus statement.	2 points	100% or 1% as a minimum
	SUB-CRITERION 3: TRADE UNION MEMBERSHIP	Maximum: 1 point	
MANDATORY	<p>Confirm through a declaration by the Contractor that employees are free to join a trade union of their choice, with no restrictions imposed.</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>	1 point or 0	100% or 0
	SUB-CRITERION 4: IMMUNISATION AND VACCINATION	Maximum: 1 point	
MANDATORY	<p>Confirm through a declaration that all carers performing the requested services are to be given all compulsory statutory immunization and vaccinations provided by the Government to all Maltese citizens. If foreign carers are proposed, the Economic Operator shall declare that all compulsory statutory immunization and vaccinations given to all Maltese citizens will be given to proposed carers at the Contractor's expense and these shall include vaccines against Hepatitis B. Moreover, the Economic Operator shall ensure that all proposed carers have undergone Tuberculosis (TB) screening.</p> <p>As per Section 3, No 4.2 Specific Activities, Clause 27.</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>	1 point or 0	100% or 0
	Total:	100	Maximum: 100%

Evaluation Grid - Lot 3

	CRITERIA	TOTAL POINTS	Points (%)
1.	PERSONNEL TO BE EMPLOYED ON CONTRACT & LICENSING	24	
Skills and Capabilities	SUB-CRITERION 1A - QUALIFICATION OF CARERS	Maximum: 1 point	
	In order to ensure a good quality service, all carers shall be pegged with government salary scales as per Special Conditions Articles 7.17 and 39.5 and shall as a minimum possess a qualification as stated in Section 3 - Terms of Reference No 4.2 Specific Activities, Clause 3 - Qualification for Carers.		
MANDATORY	<p>Economic operator is to submit a declaration that employees to be employed on contract shall possess qualification in health care as specified in Section 3 - Terms of Reference No 4.2 Specific Activities, Clause 3 - Qualification for Carers and must have a certificate of MQF Level 3 (or equivalent) issued by Malta Qualification Recognition Information Centre (MQRIC). If the equivalent certificate is not issued by MQRIC, the Economic Operator is responsible to ascertain that such a certificate is recognised by the Malta Qualification Recognition Information Centre.</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>	1 point or 0	(100% or 0)
	SUB-CRITERION 1B - LICENSE FOR SOCIAL WELFARE SERVICE	Maximum: 1 point	
	<p>Economic operator is to submit a declaration that she/he is licensed by the Social Care Standards Authority (SCSA) to provide the respective social welfare service.</p> <p>If license has not yet been issued, Economic Operator is expected to submit documentary evidence from SCSA that the process has been started.</p> <p>As per Section 3, No 2.2 Specific Objectives, No e).</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>	1 point or 0	(100% or 0)
	SUB-CRITERION 2 - INDUCTION COURSE	Maximum: 13 points	
MANDATORY	The induction course prior to commencement of employment shall establish clear foundations and		Allotment of marks within a spectrum

<p>expectations of the role of the employee in the respective area. A certificate of attendance for all induction courses provided (and any applicable proof) to employees engaged on contract shall be issued to every attendee and presented to the Contracting Authority during implementation stage.</p> <p>All expenses related to the induction course are to be incurred by the Contractor.</p> <p>As per Section 3, No 4.2 Specific Activities, Clause 4.</p> <p>Proposed methodology through the submission of a write-up report of approximately 4,000 - 5,000 words demonstrating how the economic operator shall equip all employees with the relevant induction course pertaining their respective role and for the provision of expected quality of service.</p> <p>In such methodology, the Economic Operators are requested to submit the programme of:</p> <ul style="list-style-type: none">i. An <u>INDUCTION COURSE</u> provided prior to commencement of employment to carers which induction course shall establish clear foundations and expectations including topics to be covered as per hereunder list which topics shall include and are not limited to:<ul style="list-style-type: none">a) Role of the Carerb) Food Handlingc) Basic Life Supportd) Ethics, Integrity, Social Responsibilitye) Communication and Documentationf) Basic First Aid (How to deal with an emergency, bleeding, trips and falls, burns and hypothermia)g) Moving and handlingh) Training for Communication and Customer Skills (soft skills)i) Health and Safetyj) Infection Prevention and Controlk) Continence Care <p>Once tender is awarded, one (1) month from the employment date of each employee, the Service Provider shall submit proof that the induction course has been duly effected and that the number of hours indicated in the technical offer have been delivered accordingly.</p>	<p>from 0 to 100%</p>
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- ii. A **SPECIALISED DEMENTIA INDUCTION COURSE** provided prior to commencement of employment to all carers working in a dementia unit environment and those carers who are in direct contact and require special knowledge and skills to provide excellent care assistance for people with dementia. Topics to be covered shall be as per hereunder list which topics shall include and are not limited to:
- a. Knowledge on dementia disorders;
 - b. Person-centred care;
 - c. Care interactions;
 - d. Enriching the person’s life via activities;
 - e. Understanding, coping and dealing with problem behaviours;
 - f. Interacting with families;
 - g. Care planning and use of restraints.

Once tender is awarded, one (1) month from the employment date of each employee, the Service Provider shall submit proof that the specialised dementia induction course has been duly effected and that the number of hours indicated in the technical offer have been delivered accordingly.

For the above criteria, marks shall be given in terms of:

- a) Quality of induction programmes being offered to respective employees; (2 points)
- b) Duration of programmes being offered; (1 point); ((1) point will be given to the Economic Operator providing the highest number of hours and **exceeding 32 hours** in total of all the combined induction courses);
- c) How the proposed induction course translates the Service Provider’s values towards holistic care; (5 points)
- d) Provision of practice-based learning with theoretical or knowledge-based content including active participation from participants. (5 points)

	SUB-CRITERION 3 - ORIENTATION/SHADOWING	Maximum: 1 point	
MANDATORY	<p>All carers to be employed on contract shall be given an orientation/shadowing session after they have passed successfully an interview conducted by the Head of the Care Home for Older Person/Dementia Activity Centre Coordinator/Case Manager Practice Nurse. The Orientation/Shadowing session shall establish clear foundations and expectations and the carers shall receive information regarding policies, procedures, standards and documentation to support practice and to familiarise with the Care Home for Older Persons/Dementia Activity Centres/Case Management Service.</p> <p>The duration of the orientation/shadowing session shall be effected as per hereunder:</p> <p>a) <u>Care Homes for Older Persons</u></p> <p>Split on three (3) consecutive days for a total of thirty-three (33) hours excluding break.</p> <p>All expenses related to the orientation/shadowing session are to be incurred by the Contractor.</p> <p>As per Section 3, No 4.2 Specific Activities, Clause 5.</p> <p>Economic operator is to submit a declaration that all employees to be employed on contract shall be given orientation/shadowing session according the respective place of work this is: for a total of thirty-three (33) hours excluding break split on three (3) consecutive days for employees working in care homes for older persons.</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>	1 point or 0	(100% or 0)
	SUB-CRITERION 4 - ONGOING STAFF TRAINING	Maximum: 6 Points	
MANDATORY	<p>Proposed methodology through the submission of a write-up report of approximately 2,000 - 2,500 words demonstrating how the Economic Operator shall provide staff with yearly ongoing training. The methodology shall emphasise the importance of maintaining a continuous learning programme to develop a core of well-trained employees whose performance will enhance the company's abilities to provide the Care Home for Older Persons/Dementia Activity Centres/Case Management Team a high level of service. Topics are to be clearly portrayed according to employees working in all respective areas. At the end of every programme a suitable</p>		Allotment of marks within a spectrum from 0 to 100%

	<p>assessment must be undertaken to ascertain that the employees have attained the required competence and skills relative to their area of deployment. A certificate of attendance of employees engaged on contract shall be issued to every attendee yearly and presented to the Contracting Authority during the implementation stage.</p> <p>All expenses related to the ongoing staff training are to be incurred by the Service Provider.</p> <p>As per Section 3, No 4.2 Specific Activities, Clause 6.</p> <p>For the above criteria, marks shall be given in terms of:</p> <ul style="list-style-type: none"> a) Quality of ongoing staff training programmes being offered to respective employees including specialised programmes; (3 points) b) Duration of programmes being offered; (1 point); (one (1) point will be given to the Economic Operator providing the highest total number of hours and exceeding 16 hours yearly for the ongoing staff training); c) Provision of practice-based learning with theoretical or knowledge-based content including active participation from participants. (2 points) 		
	<p>SUB-CRITERION 5 - OTHER SKILLS</p>	<p>Maximum: 2 points</p>	
<p>MANDATORY</p>	<p>The Service Provider shall provide a mix of carers whereby some of them are able to communicate fluently in at least the English language (spoken and written) and some are able to communicate fluently (spoken and written) in both Maltese and English. The carers shall have good communication and customer care skills.</p> <p><u>Lot 3 - Mellieha Care Home for Older Persons</u></p> <p>The Service Provider shall bind oneself to have all carers who are able to communicate fluently in the English language (spoken and written) and a minimum of 25% of all carers provided during the day and 10% of all carers provided during the night who are able to communicate fluently in both Maltese and English (spoken and written). The Service Provider shall bind oneself to have the aforementioned mix of carers both during the day and night, at Mellieha Care Home for Older Persons. It is imperative that the residents' language needs are met at all times.</p>	<p>1 point or 0</p>	<p>100% or 0</p>

	<p>To this effect, it will not be acceptable that during contract performance, the Service Provider does not provide the mix of carers as requested leading to residents/beneficiaries suffering due to language barrier.</p> <p>Economic Operator is requested to submit a declaration stating that s/he shall bind oneself to have all carers who are able to communicate fluently in the English language (spoken and written) and confirms the minimum number of carers for each lot who are able to communicate fluently in both Maltese and English (spoken and written).</p> <p>As per Section 3, No 4.2 Specific Activities, Clause 7.</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>If Maltese language lessons are needed, these shall be provided by the Service Provider and all proposed employees shall sit for a Maltese Proficiency Test by a competent authority as determined by the Contracting Authority and a certificate shall be issued to every attendee and presented to the Contracting Authority within one (1) year from course application.</p> <p>MANDATORY</p> <p>All expenses related to the Maltese language lessons are to be incurred by the contractor.</p> <p>As per Section 3, No 4.2 Specific Activities, Clause 7.</p> <p>Economic Operators are requested to submit a declaration that if Maltese language lessons are needed, these shall be provided by the Service Provider.</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>	1 point or 0	100% or 0
2.	CONTRACT MANAGEMENT AND OPERATIONS - OVERALL COORDINATION STRATEGY AND CONTRACT INFRASTRUCTURE	61	
	SUB-CRITERION 1: QUALITY OF SERVICE PROVISION	Maximum: 19	
	<p>MANDATORY</p> <p>Proposed methodology through the submission of a write-up report of approximately 6,500 - 7,000 words demonstrating how the economic operator shall ensure that the employees on site provide the expected level of service.</p> <p>This shall include, but not limited to:</p>		Allotment of marks within a spectrum from 0 to 100%

	<ul style="list-style-type: none"> • Vision and mission for the quality of the service provided (2 points); • Organogram (1 point); • List and respective executive summary of Standard Operating Procedures (SOPs) and policies of which must include the following: (10 points) <ul style="list-style-type: none"> ➤ Rights and Obligations of the Resident; ➤ Infection Control; ➤ Least Restraints Use; ➤ Discharge, Death and Dying (inclusive of different religions); ➤ Valuables and Financial Affairs; ➤ Complaints; ➤ Incident Reporting; ➤ Disciplinary Proceedings’ ➤ Smoking; ➤ Uniform; ➤ Promoting Continence; ➤ Data Protection; ➤ Moving and Handling; ➤ Zero Tolerance to Abuse; ➤ Managing Suicidal Threats. • Pool of employees and necessary skills match including staff qualifications (2 points); • Research tools that will be used in the methodology to measure standards of services provision (2 points); • Actions taken to rectify shortcomings in service provision (2 points). <p>As per Section 3, No 4.2 Specific Activities, Clause 8.</p>		
	SUB-CRITERION 2: KEY EXPERT - SUPERVISOR	Maximum: 14 points	
MANDATORY	The Supervisor shall be employed on an on call 24-hour basis and will be responsible for the co-ordination of the service provision and to assist with the replacements/rosters. Supervisor shall allocate a minimum of four (4) hours weekly on-site visit at each Care Home for Older Persons,		Allotment of marks within a spectrum from 0 to 100%

	<p>Dementia Activity Centres and for the Case Management Service in the community. An attendance sheet shall be submitted per month and shall be certified correct by the Head of Care Home, Dementia Activity Coordinator or Case Management Practice Nurse as applicable.</p> <p>Supervision expenses are to be incurred by the contractor.</p> <p>Show through the submission of a write-up report of approximately 1,500 - 2,000 words how the Key Expert will ensure that the following tasks will be carried out in a timely manner:</p> <ul style="list-style-type: none"> a) Provision of advice and assisting the carers on duty to determine way forward with regards to issues arisen during service provision. (Maximum: 2 points) b) Provision of advice and making recommendations to the Contracting Authority related to service provision. (Maximum: 2 points) c) Attending to meeting/s requested by the Contracting Authority. (Maximum: 1 point) d) Co-ordination of adequate level of service provision including but not limited to provision of assistance on a 24/7 basis (including Sundays and Public Holidays). (Maximum: 2 points) e) Assistance with replacements/rosters. (Maximum: 1 point) f) Proper supervision and inspection of carers deployed, at least a minimum of four (4) hours weekly on-site visit at each Care Home for Older Persons, Dementia Activity Centre and Case Management Service in the community and a copy of inspection report is to be submitted monthly by the Service Provider to the Contracting Authority. (Maximum: 2 points) g) Strengths, weaknesses, opportunities and threats of the project and possible ways to mitigate these (Maximum: 4 points) <p>As per Section 3, Article 6.1.1: Key Expert 1 - Supervisor.</p>		
	<p>SUB-CRITERION 3: KEY EXPERT QUALIFICATION AND EXPERIENCE</p>	<p>12 points</p>	
<p>MANDATORY</p>	<p>For this tender, the <u>Key Expert in the role of Supervisor shall be as a minimum a Senior Carer/Carer</u> having at least</p>		<p>Allotment of marks within a</p>

	<p>MQF Level 4 qualification (or equivalent) in health care issued by a registered and licensed institution and that qualification must have a certificate of MQF grading (or equivalent) issued by Malta Qualification Recognition Information Centre (MQRIC) or University of Malta (UOM). If the equivalent certificate is not issued by MQRIC, the Economic Operator is responsible to ascertain that such certificate is recognised by the Malta Qualification Recognition Information Centre. The proposed Key Expert shall have as a minimum five (5) years’ experience in caring and who is fluent in English (written and spoken).</p> <p>The Economic Operator shall provide details including CVs, qualification certificates including MQF Level, Food Handling and Basic Life Support certificates for the proposed Key Expert as listed in Section 1, Article 5 (C) (i) 2 and Section 3 - Terms of Reference, Article 6.1.1.</p> <p>Tenderers meeting the minimum requirements in terms of qualification shall be awarded two (2) points, whereas higher qualification shall be awarded additional points as per below:</p> <ul style="list-style-type: none"> • MQF Level 4 qualification (or equivalent) in health care issued by a registered and licensed institution and that qualification must have a certificate of MQF grading (or equivalent) issued by Malta Qualification Recognition Information Centre (MQRIC) or UOM - 2 points • MQF Level 5 qualification (or equivalent) in health care issued by a registered and licensed institution and that qualification must have a certificate of MQF grading (or equivalent) issued by Malta Qualification Recognition Information Centre (MQRIC) or UOM - 4 points • MQF Level 6 qualification (or equivalent) in health care issued by a registered and licensed institution and that qualification must have a certificate of MQF grading (or equivalent) issued by Malta Qualification Recognition Information Centre (MQRIC) or UOM - 6 points <p>Tenderers meeting the minimum requirements in terms of experience shall be awarded two (2) points, whereas greater experience shall be awarded additional points as per below:</p> <ul style="list-style-type: none"> • Five (5) years’ experience as Senior Carer / Carer - 2 points • More than seven (7) years but less than ten (10) years’ experience as Senior Carer / Carer - 4 points 	<p>Maximum: 6 points for Qualification</p> <p>Maximum: 6 points for Experience</p>	<p>spectrum from 0 to 100%</p>
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	<ul style="list-style-type: none"> More than ten (10) years' experience as Senior Carer / Carer - 6 points 		
	SUB-CRITERION 4: BACK-UP CAPACITY (CONTINGENCY PLANS)	Maximum: 4 points	
MANDATORY	<p>The Economic Operator is to submit a Contingency Plan in the form of a write-up report, of approximately 1,000 to 1,500 words.</p> <p>The contingency plan is to include response time in the event of emergencies and which shall also include at least provisions for the following:</p> <ol style="list-style-type: none"> Substitution of personnel in case of unexpected absence, such as industrial actions affecting the Service Provider's workforce within a maximum of two (2) hours. (Maximum: 2 points) Breakdown of public transportation system that may effect the ability of the personnel to arrive punctually to their place of work within a maximum of two (2) hours. (Maximum: 2 points) 	Maximum: 2 points for each criterion	Allotment of marks within a spectrum from 0 to 100%
	SUB-CRITERION 5: REPORTING REQUIREMENTS	Maximum: 10 points	
MANDATORY	<p>The Service Provider shall keep any records as may be reasonably required by the AACC Representative. Such records shall consist of documents which serve to provide evidence that any services to be performed by the Service Provider have been performed in accordance with agreed terms and standards, and in accordance with applicable good and prudent practices. The said records shall be open to inspection without prior notice by the AACC Representative which may, if it requires, request and obtain a copy of the said records.</p> <p>AACC shall pay the Service Provider for services rendered on a monthly basis. All invoices issued by the Service Provider shall be accompanied by timesheets of all carers working in the respective Care Home for Older Persons / Dementia Activity Centre / Case Management Service in the Community.</p> <p><u>Details for Invoice</u></p> <ul style="list-style-type: none"> Name of Care Home for Older Persons / Dementia Activity Centre / Case Management Service in the Community Month when services are carried out Total hours for weekdays including Saturdays Total hours for Sundays & Public Holidays Hourly Rate for weekdays including Saturdays 	2 points or 0	100% or 0

<ul style="list-style-type: none"> Hourly rate for Sundays & Public Holidays <p><u>Details of Timesheet</u></p> <ul style="list-style-type: none"> Date when work was performed Name & Surname of Carer Time In Time Out Signature of person in charge Hours worked on weekdays including Saturdays Hours worked on Sundays & Public Holidays Indication if carer was on leave or sick leave <p>The Contracting Authority reserves the right to request additional details during the course of the contract as it deems necessary.</p> <p>Economic Operator is expected to submit <u>an invoice and timesheet template</u> including all details mentioned above (Maximum: 1 point for each template).</p> <p>As per Section 3, No 7.1 Reporting Requirements, Clauses 7.1.1.</p> <p><i>For the above criteria, '0' score shall be allotted if the required template is not submitted whereas full marks will be given if the requested template is provided accordingly.</i></p>		
<p>The Service Provider shall submit an Incident Report within twenty-four (24) hours from occurrence of incident. In case of serious incidents, Service Provider shall inform Contracting Authority imminently. The Service Provider is to adhere to any respective Standard Operating Procedure which will come into force following signing of contract agreement.</p> <p>Economic Operator is expected to submit <u>an incident report template in case of an incident</u>. The incident report shall at least include date of incident, name of person/s involved, description of the incident, name of witness/es and medical/Police reports (if applicable).</p> <p>As per Section 3, No 7.1 Reporting Requirements, Clauses 7.1.2.</p> <p><i>For the above criteria, '0' score shall be allotted if the required template is not submitted whereas full marks will be given if the requested template is provided accordingly.</i></p>	<p>1 point or 0</p>	<p>100% or 0</p>
<p>The successful contractor must ensure that s/he has the necessary resources to guarantee the replacement of staff on vacation and sick leave. The Contractor is to ensure an efficient and uninterrupted provision of services at all</p>	<p>7 points or 0</p>	<p>100% or 0</p>

	<p>times. Emergency replacements shall be provided by the Service Provider within two (2) hours from notification. With regards to replacement of staff, if for example a replacement is required at Mtarfa Home, the Service Provider shall provide staff from Mtarfa Home staff complement who are already employed at Mtarfa Home. This applies to the other Care Homes for Older Persons, Dementia Activity Centre/Night Shelter and Case Management Service in the community.</p> <ul style="list-style-type: none"> The Service Provider shall submit a <u>Daily Emergency Staff Replacement template</u> illustrating daily emergency replacements per Government Care Home for Older Persons / Dementia Activity Centre / Case Management Service and <u>Standard Operating Procedure</u> as to how emergency staff replacement is dealt within the stipulated timeframes. It is imperative to note that in case of emergency leave or sick leave it is the Service Provider who shall make the necessary arrangements and contact the respective staff for replacement. (Maximum: 7 points: 1 point for template and 6 points for Standard Operating Procedure and its efficacy) <p>(As per Section 3, No 7.1 Reporting Requirement Clauses 7.1.3 and 7.1.4.</p> <p><i>For the above criteria, '0' score shall be allotted if the required template and SOP is not submitted whereas full marks will be given if the requested template and SOP is provided accordingly.</i></p>		
	<p>SUB-CRITERION 6: CARER UNIFORM</p>	<p>Maximum: 2 points</p>	
<p>MANDATORY</p>	<p>The Economic Operator shall provide, at his/her own cost, uniform to all carers employed on this contract bearing the contractor's logo. As a minimum the uniform shall incorporate a tunic, trouser, cardigan and shoes. The Economic Operator shall ensure that all carers maintain a smart and clean appearance in line with the Dress Code Policy of the AACC and is bound to adhere to any amendments of the Dress Code Policy during performance of contract. All carers or other authorized representatives shall wear means of photo identification provided by the Contractor. This form of identification must be worn at all times during employees' shift at Care Homes for Older Persons, Dementia Activity Centres and when on duty at AACC premises and beneficiaries' residences.</p> <p>Economic Operators are to provide details of the uniform together with a visual/picture/photo illustrating all minimum requirements.</p> <p>As per Section 3, No 4.2 Specific Activities, Clause 19.</p>	<p>2 points or 0</p>	<p>100% or 0</p>

	A '0' score will be allotted if the Economic Operator does not provide a visual/picture/photo of the uniform and/or the visual/picture/photo provided does not illustrate all minimum requirements. Full marks will be given if the visual/picture/photo of the uniform for all staff categories is provided and illustrates all minimum requirements stipulated in this call for tenders.		
3.	SOCIAL ASPECTS	15	
	SUB-CRITERION 1: EQUAL OPPORTUNITIES	Maximum: 3 points	
ADD-ON	Evidence that economic operator is an Equal Opportunities employer in line with the Equality Mark (or equivalent) issued by the NCPE (or equivalent). Economic operator is expected to submit a copy of the National Commission for the Promotion of Equality (NCPE) Equality Mark or equivalent certification.	2 points	100% or 1% as a minimum
MANDATORY	Proof that the economic operator meets the Legal requirements for the employment of disabled people. Economic operator is expected to submit documentary evidence from Jobsplus (or equivalent) that the legal requirement for the employment of disabled people is in place. <i>For the above criteria, '0' score shall be allotted if the required documentary evidence is not submitted whereas full marks will be given if the requested documentary evidence is provided accordingly.</i>	1 point or 0	100% or 0
	SUB-CRITERION 2: PROOF OF GOOD WORKING CONDITIONS	Maximum: 10 points	
	<i>All proofs submitted should not relay 3rd party information such as employee personal details. As such, all 3rd party personal details should be blacked out.</i>		
MANDATORY	Wages are paid by credit transfer; costs of which are borne by the Contractor. Proof is to be provided e.g. Agreement with a Bank or Written communication between bidder and Bank confirming credit transfer settlement of wages. <i>For the above criteria, '0' score shall be allotted if the required agreement with a Bank or written communication between bidder and Bank confirming direct credit settlement of wages is not submitted whereas full marks will be given if the requested agreement with a Bank or written communication between bidder and Bank confirming direct credit settlement of wages is provided accordingly.</i>	1 point or 0	100% or 0
MANDATORY	Employees are provided with a detailed payslip.	2 points or 0	100% or 0

	<p>Economic operators are expected to provide a copy of a payslip.</p> <p><i>For the above criteria, '0' score shall be allotted if the required <u>payslip</u> is not submitted whereas full marks will be given if the requested <u>payslip</u> is provided accordingly.</i></p>		
MANDATORY	<p>Employees have a written contract.</p> <p>Economic operators are expected to provide a copy of a written contract agreement between the bidder and an employee.</p> <p><i>For the above criteria, '0' score shall be allotted if the required <u>contract agreement</u> is not submitted whereas full marks will be given if the requested <u>contract agreement</u> is provided accordingly.</i></p>	1 point or 0	100% or 0
ADD-ON	<p>Contractor to provide proof of insurance cover to its employees in case of injury during work.</p> <p>Economic operators are expected to provide a copy of the current and valid employers' liability insurance cover.</p> <p>As per Section 3, No 2.1 Specific Objectives, c).</p> <p><i>For the above criteria, '0' score shall be allotted if the required copy of the current and valid employers' liability insurance cover is not submitted whereas full marks will be given if the requested copy of the current and valid employers' liability insurance cover is provided accordingly.</i></p>	2 points	100% or 0
ADD-ON	<p>A collective agreement is in place and registered with the Department of Industrial and Employment Relations (or an equivalent foreign authority if the Economic Operator is registered abroad. In all instances, the collective agreement must include the criteria of employment law conditions as set by Employment and Industrial Act (EIRA) Cap 452 and subsidiary applicable Legislations.</p> <p>EIRA CAP 452 may be accessed from http://www.justiceservices.gov.mt/DownloadDocument.aspx?app=lom&itemid=8918&l=1</p> <p>Economic Operators are to provide a copy of a valid collective agreement, as an attestation of the above.</p> <p>In addition if a company is registered in a foreign country and has a collective agreement in place the Economic Operator shall also submit a self-declaration whereby it is declared that such agreement include the minimum criteria of Employment Law as described above.</p>	2 points	100% or 1% as a minimum
ADD-ON	<p>Contractor provides bonuses over and above those stipulated by the state. Economic operator is to provide proof by submitting a copy of a bonus statement.</p>	2 points	100% or 1% as a minimum

	SUB-CRITERION 3: TRADE UNION MEMBERSHIP	Maximum: 1 point	
MANDATORY	<p>Confirm through a declaration by the Contractor that employees are free to join a trade union of their choice, with no restrictions imposed.</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>	1 point or 0	100% or 0
	SUB-CRITERION 4: IMMUNISATION AND VACCINATION	Maximum: 1 point	
MANDATORY	<p>Confirm through a declaration that all carers performing the requested services are to be given all compulsory statutory immunization and vaccinations provided by the Government to all Maltese citizens. If foreign carers are proposed, the Economic Operator shall declare that all compulsory statutory immunization and vaccinations given to all Maltese citizens will be given to proposed carers at the Contractor's expense and these shall include vaccines against Hepatitis B. Moreover, the Economic Operator shall ensure that all proposed carers have undergone Tuberculosis (TB) screening.</p> <p>As per Section 3, No 4.2 Specific Activities, Clause 27.</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>	1 point or 0	100% or 0
	Total:	100	Maximum: 100%

Evaluation Grid - Lot 4

	CRITERIA	TOTAL POINTS	Points (%)
1.	PERSONNEL TO BE EMPLOYED ON CONTRACT & LICENSING	24	
Skills and Capabilities	SUB-CRITERION 1A - QUALIFICATION OF CARERS	Maximum: 1 point	
	In order to ensure a good quality service, all carers shall be pegged with government salary scales as per Special Conditions Articles 7.17 and 39.5 and shall as a minimum possess a qualification as stated in Section 3 - Terms of Reference No 4.2 Specific Activities, Clause 3 - Qualification for Carers		
MANDATORY	<p>Economic operator is to submit a declaration that employees to be employed on contract shall possess qualification in health care as specified in Section 3 - Terms of Reference No 4.2 Specific Activities, Clause 3 - Qualification for Carers and must have a certificate of MQF Level 3 (or equivalent) issued by Malta Qualification Recognition Information Centre (MQRIC). If the equivalent certificate is not issued by MQRIC, the Economic Operator is responsible to ascertain that such a certificate is recognised by the Malta Qualification Recognition Information Centre.</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>	1 point or 0	(100% or 0)
	SUB-CRITERION 1B - LICENSE FOR SOCIAL WELFARE SERVICE	Maximum: 1 point	
	<p>Economic operator is to submit a declaration that she/he is licensed by the Social Care Standards Authority (SCSA) to provide the respective social welfare service. If license has not yet been issued, Economic Operator is expected to submit documentary evidence from SCSA that the process has been started.</p> <p>As per Section 3, No 2.2 Specific Objectives, No e).</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>	1 point or 0	(100% or 0)
	SUB-CRITERION 2 - INDUCTION COURSE	Maximum: 13 points	
	The induction course prior to commencement of employment shall establish clear foundations and expectations of the role of the employee in the respective		

<p>MANDATORY</p>	<p>area. A certificate of attendance for all induction courses provided (and any applicable proof) to employees engaged on contract shall be issued to every attendee and presented to the Contracting Authority during implementation stage.</p> <p>All expenses related to the induction course are to be incurred by the Contractor.</p> <p>As per Section 3, No 4.2 Specific Activities, Clause 4.</p> <p>Proposed methodology through the submission of a write-up report of approximately 4,000 - 5,000 words demonstrating how the economic operator shall equip all employees with the relevant induction course pertaining their respective role and for the provision of expected quality of service.</p> <p>In such methodology, the Economic Operators are requested to submit the programme of:</p> <ul style="list-style-type: none">i. An <u>INDUCTION COURSE</u> provided prior to commencement of employment to carers which induction course shall establish clear foundations and expectations including topics to be covered as per hereunder list which topics shall include and are not limited to:<ul style="list-style-type: none">a) Role of the Carerb) Food Handlingc) Basic Life Supportd) Ethics, Integrity, Social Responsibilitye) Communication and Documentationf) Basic First Aid (How to deal with an emergency, bleeding, trips and falls, burns and hypothermia)g) Moving and handlingh) Training for Communication and Customer Skills (soft skills)i) Health and Safetyj) Infection Prevention and Controlk) Continence Care <p>Once tender is awarded, one (1) month from the employment date of each employee, the Service Provider shall submit proof that the induction course has been duly effected and that the number of hours indicated in the technical offer have been delivered accordingly.</p>	<p>Allotment of marks within a spectrum from 0 to 100%</p>
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	<p>ii. A <u>SPECIALISED DEMENTIA INDUCTION COURSE</u> provided prior to commencement of employment to all carers working in a dementia unit environment and those carers who are in direct contact and require special knowledge and skills to provide excellent care assistance for people with dementia. Topics to be covered shall be as per hereunder list which topics shall include and are not limited to:</p> <ul style="list-style-type: none"> a. Knowledge on dementia disorders; b. Person-centred care; c. Care interactions; d. Enriching the person’s life via activities; e. Understanding, coping and dealing with problem behaviours; f. Interacting with families; g. Care planning and use of restraints. <p>Once tender is awarded, one (1) month from the employment date of each employee, the Service Provider shall submit proof that the specialised dementia induction course has been duly effected and that the number of hours indicated in the technical offer have been delivered accordingly.</p> <p>For the above criteria, marks shall be given in terms of:</p> <ul style="list-style-type: none"> a) Quality of induction programmes being offered to respective employees; (2 points) b) Duration of programmes being offered; (1 point); ((1) point will be given to the Economic Operator providing the highest number of hours and <u>exceeding 32 hours</u> in total of all the combined induction courses); c) How the proposed induction course translates the Service Provider’s values towards holistic care; (5 points) d) Provision of practice-based learning with theoretical or knowledge-based content including active participation from participants. (5 points) 		
	<p>SUB-CRITERION 3 - ORIENTATION/SHADOWING</p>	<p>Maximum: 1 point</p>	

<p>MANDATORY</p>	<p>All carers to be employed on contract shall be given an orientation/shadowing session after they have passed successfully an interview conducted by the Head of the Care Home for Older Person/Dementia Activity Centre Coordinator/Case Manager Practice Nurse. The Orientation/Shadowing session shall establish clear foundations and expectations and the carers shall receive information regarding policies, procedures, standards and documentation to support practice and to familiarise with the Care Home for Older Persons/Dementia Activity Centres/Case Management Service.</p> <p>The duration of the orientation/shadowing session shall be effected as per hereunder:</p> <p>a) <u>Case Management Service in the Community</u></p> <p>Split on two (2) consecutive weeks for a total of eighty (80) hours excluding break.</p> <p>All expenses related to the orientation/shadowing session are to be incurred by the Contractor.</p> <p>As per Section 3, No 4.2 Specific Activities, Clause 5.</p> <p>Economic operator is to submit a declaration that all employees to be employed on contract shall be given orientation/shadowing session according the respective place of work this is: for a total of eighty (80) hours excluding break split on two (2) consecutive weeks for employees working in the case management team.</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>1 point or 0</p>	<p>(100% or 0)</p>
<p>SUB-CRITERION 4 - ONGOING STAFF TRAINING</p>		<p>Maximum: 6 Points</p>	
<p>MANDATORY</p>	<p>Proposed methodology through the submission of a write-up report of approximately 2,000 - 2,500 words demonstrating how the Economic Operator shall provide staff with yearly ongoing training. The methodology shall emphasise the importance of maintaining a continuous learning programme to develop a core of well-trained employees whose performance will enhance the company's abilities to provide the Care Home for Older Persons/Dementia Activity Centres/Case Management Team a high level of service. Topics are to be clearly portrayed according to employees working in all respective areas. At the end of every programme a suitable assessment must be undertaken to ascertain that the employees have attained the required competence and</p>		<p>Allotment of marks within a spectrum from 0 to 100%</p>

	<p>skills relative to their area of deployment. A certificate of attendance of employees engaged on contract shall be issued to every attendee yearly and presented to the Contracting Authority during the implementation stage.</p> <p>All expenses related to the ongoing staff training are to be incurred by the Service Provider.</p> <p>As per Section 3, No 4.2 Specific Activities, Clause 6.</p> <p>For the above criteria, marks shall be given in terms of:</p> <p>a) Quality of ongoing staff training programmes being offered to respective employees including specialised programmes; (3 points)</p> <p>b) Duration of programmes being offered; (1 point); (one (1) point will be given to the Economic Operator providing the highest total number of hours and <u>exceeding 16 hours yearly</u> for the ongoing staff training);</p> <p>c) Provision of practice-based learning with theoretical or knowledge-based content including active participation from participants. (2 points)</p>		
	<p>SUB-CRITERION 5 - OTHER SKILLS</p>	<p>Maximum: 2 points</p>	
<p>MANDATORY</p>	<p>The Service Provider shall provide a mix of carers whereby some of them are able to communicate fluently in at least the English language (spoken and written) and some are able to communicate fluently (spoken and written) in both Maltese and English. The carers shall have good communication and customer care skills.</p> <p><u>Lot 4 - Case Management Service in the Community</u></p> <p>The Service Provider shall bind oneself to have all carers who are able to communicate fluently in the English language (spoken and written) and a minimum of 80% of all carers provided during the day who are able to communicate fluently in both Maltese and English (spoken and written). The Service Provider shall bind oneself to have the aforementioned mix of carers during the day for the Case Management Service in the community. It is imperative that the residents' language needs are met at all times.</p> <p>To this effect, it will not be acceptable that during contract performance, the Service Provider does not provide the mix of carers as requested leading to residents/beneficiaries suffering due to language barrier.</p>	<p>1 point or 0</p>	<p>100% or 0</p>

	<p>Economic Operator is requested to submit a declaration stating that s/he shall bind oneself to have all carers who are able to communicate fluently in the English language (spoken and written) and confirms the minimum number of carers for each lot who are able to communicate fluently in both Maltese and English (spoken and written).</p> <p>As per Section 3, No 4.2 Specific Activities, Clause 7.</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>If Maltese language lessons are needed, these shall be provided by the Service Provider and all proposed employees shall sit for a Maltese Proficiency Test by a competent authority as determined by the Contracting Authority and a certificate shall be issued to every attendee and presented to the Contracting Authority within one (1) year from course application.</p> <p>All expenses related to the Maltese language lessons are to be incurred by the contractor.</p> <p>As per Section 3, No 4.2 Specific Activities, Clause 7.</p> <p>Economic Operators are requested to submit a declaration that if Maltese language lessons are needed, these shall be provided by the Service Provider.</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>	1 point or 0	100% or 0
2.	<p>CONTRACT MANAGEMENT AND OPERATIONS - OVERALL COORDINATION STRATEGY AND CONTRACT INFRASTRUCTURE</p>	61	
	<p>SUB-CRITERION 1: QUALITY OF SERVICE PROVISION</p>	Maximum: 19	
	<p>Proposed methodology through the submission of a write-up report of approximately 6,500 - 7,000 words demonstrating how the economic operator shall ensure that the employees on site provide the expected level of service.</p> <p>MANDATORY</p> <p>This shall include, but not limited to:</p> <ul style="list-style-type: none"> • Vision and mission for the quality of the service provided (2 points); • Organogram (1 point); 		Allotment of marks within a spectrum from 0 to 100%

	<ul style="list-style-type: none"> • List and respective executive summary of Standard Operating Procedures (SOPs) and policies of which must include the following: (10 points) <ul style="list-style-type: none"> ➤ Rights and Obligations of the Resident; ➤ Infection Control; ➤ Least Restraints Use; ➤ Discharge, Death and Dying (inclusive of different religions); ➤ Valuables and Financial Affairs; ➤ Complaints; ➤ Incident Reporting; ➤ Disciplinary Proceedings’ ➤ Smoking; ➤ Uniform; ➤ Promoting Continence; ➤ Data Protection; ➤ Moving and Handling; ➤ Zero Tolerance to Abuse; ➤ Managing Suicidal Threats. • Pool of employees and necessary skills match including staff qualifications (2 points); • Research tools that will be used in the methodology to measure standards of services provision (2 points); • Actions taken to rectify shortcomings in service provision (2 points). <p>As per Section 3, No 4.2 Specific Activities, Clause 8.</p>		
	<p>SUB-CRITERION 2: KEY EXPERT - SUPERVISOR</p>	<p>Maximum: 14 points</p>	
<p>MANDATORY</p>	<p>The Supervisor shall be employed on an on call 24-hour basis and will be responsible for the co-ordination of the service provision and to assist with the replacements/rosters. Supervisor shall allocate a minimum of four (4) hours weekly on-site visit at each Care Home for Older Persons, Dementia Activity Centres and for the Case Management Service in the community. An attendance sheet shall be submitted per month and shall be certified correct by the Head of Care Home, Dementia Activity Coordinator or Case Management Practice Nurse as applicable.</p>		<p>Allotment of marks within a spectrum from 0 to 100%</p>

	<p>Supervision expenses are to be incurred by the contractor.</p> <p>Show through the submission of a write-up report of approximately 1,500 - 2,000 words how the Key Expert will ensure that the following tasks will be carried out in a timely manner:</p> <ul style="list-style-type: none"> a) Provision of advice and assisting the carers on duty to determine way forward with regards to issues arisen during service provision. (Maximum: 2 points) b) Provision of advice and making recommendations to the Contracting Authority related to service provision. (Maximum: 2 points) c) Attending to meeting/s requested by the Contracting Authority. (Maximum: 1 point) d) Co-ordination of adequate level of service provision including but not limited to provision of assistance on a 24/7 basis (including Sundays and Public Holidays). (Maximum: 2 points) e) Assistance with replacements/rosters. (Maximum: 1 point) f) Proper supervision and inspection of carers deployed, at least a minimum of four (4) hours weekly on-site visit at each Care Home for Older Persons, Dementia Activity Centre and Case Management Service in the community and a copy of inspection report is to be submitted monthly by the Service Provider to the Contracting Authority. (Maximum: 2 points) g) Strengths, weaknesses, opportunities and threats of the project and possible ways to mitigate these (Maximum: 4 points) <p>As per Section 3, Article 6.1.1: Key Expert 1 - Supervisor.</p>		
	<p>SUB-CRITERION 3: KEY EXPERT QUALIFICATION AND EXPERIENCE</p>	<p>12 points</p>	
<p>MANDATORY</p>	<p>For this tender, the <u>Key Expert in the role of Supervisor shall be as a minimum a Senior Carer/Carer</u> having at least MQF Level 4 qualification (or equivalent) in health care issued by a registered and licensed institution and that qualification must have a certificate of MQF grading (or equivalent) issued by Malta Qualification Recognition Information Centre (MQRIC) or University of Malta (UOM). If the equivalent certificate is not issued by MQRIC, the Economic Operator is responsible to ascertain that such</p>		<p>Allotment of marks within a spectrum from 0 to 100%</p>

	<p>certificate is recognised by the Malta Qualification Recognition Information Centre. The proposed Key Expert shall have as a minimum five (5) years' experience in caring and who is fluent in English (written and spoken).</p> <p>The Economic Operator shall provide details including CVs, qualification certificates including MQF Level, Food Handling and Basic Life Support certificates for the proposed Key Expert as listed in Section 1, Article 5 (C) (i) 2 and Section 3 - Terms of Reference, Article 6.1.1.</p> <p>Tenderers meeting the minimum requirements in terms of qualification shall be awarded two (2) points, whereas higher qualification shall be awarded additional points as per below:</p> <ul style="list-style-type: none"> • MQF Level 4 qualification (or equivalent) in health care issued by a registered and licensed institution and that qualification must have a certificate of MQF grading (or equivalent) issued by Malta Qualification Recognition Information Centre (MQRIC) or UOM - 2 points • MQF Level 5 qualification (or equivalent) in health care issued by a registered and licensed institution and that qualification must have a certificate of MQF grading (or equivalent) issued by Malta Qualification Recognition Information Centre (MQRIC) or UOM - 4 points • MQF Level 6 qualification (or equivalent) in health care issued by a registered and licensed institution and that qualification must have a certificate of MQF grading (or equivalent) issued by Malta Qualification Recognition Information Centre (MQRIC) or UOM - 6 points <p>Tenderers meeting the minimum requirements in terms of experience shall be awarded two (2) points, whereas greater experience shall be awarded additional points as per below:</p> <ul style="list-style-type: none"> • Five (5) years' experience as Senior Carer / Carer - 2 points • More than seven (7) years but less than ten (10) years' experience as Senior Carer / Carer - 4 points • More than ten (10) years' experience as Senior Carer / Carer - 6 points 	<p>Maximum: 6 points for Qualification</p> <p>Maximum: 6 points for Experience</p>	
	<p>SUB-CRITERION 4: BACK-UP CAPACITY (CONTINGENCY PLANS)</p>	<p>Maximum: 4 points</p>	
	<p>The Economic Operator is to submit a Contingency Plan in the form of a write-up report, of approximately 1,000 to 1,500 words.</p>		

<p>MANDATORY</p>	<p>The contingency plan is to include response time in the event of emergencies and which shall also include at least provisions for the following:</p> <ul style="list-style-type: none"> i. Substitution of personnel in case of unexpected absence, such as industrial actions affecting the Service Provider’s workforce within a maximum of two (2) hours. (Maximum: 2 points) ii. Breakdown of public transportation system that may effect the ability of the personnel to arrive punctually to their place of work within a maximum of two (2) hours. (Maximum: 2 points) 	<p>Maximum: 2 points for each criterion</p>	<p>Allotment of marks within a spectrum from 0 to 100%</p>
<p>SUB-CRITERION 5: REPORTING REQUIREMENTS</p>		<p>Maximum: 10 points</p>	
<p>MANDATORY</p>	<p>The Service Provider shall keep any records as may be reasonably required by the AACC Representative. Such records shall consist of documents which serve to provide evidence that any services to be performed by the Service Provider have been performed in accordance with agreed terms and standards, and in accordance with applicable good and prudent practices. The said records shall be open to inspection without prior notice by the AACC Representative which may, if it requires, request and obtain a copy of the said records.</p> <p>AACC shall pay the Service Provider for services rendered on a monthly basis. All invoices issued by the Service Provider shall be accompanied by timesheets of all carers working in the respective Care Home for Older Persons / Dementia Activity Centre / Case Management Service in the Community.</p> <p><u>Details for Invoice</u></p> <ul style="list-style-type: none"> • Name of Care Home for Older Persons / Dementia Activity Centre / Case Management Service in the Community • Month when services are carried out • Total hours for weekdays including Saturdays • Total hours for Sundays & Public Holidays • Hourly Rate for weekdays including Saturdays • Hourly rate for Sundays & Public Holidays <p><u>Details of Timesheet</u></p> <ul style="list-style-type: none"> • Date when work was performed • Name & Surname of Carer • Time In • Time Out • Signature of person in charge • Hours worked on weekdays including Saturdays 	<p>2 points or 0</p>	<p>100% or 0</p>

<ul style="list-style-type: none"> • Hours worked on Sundays & Public Holidays • Indication if carer was on leave or sick leave <p>The Contracting Authority reserves the right to request additional details during the course of the contract as it deems necessary.</p> <p>Economic Operator is expected to submit <u>an invoice and timesheet template</u> including all details mentioned above (Maximum: 1 point for each template).</p> <p>As per Section 3, No 7.1 Reporting Requirements, Clauses 7.1.1.</p> <p><i>For the above criteria, '0' score shall be allotted if the required template is not submitted whereas full marks will be given if the requested template is provided accordingly.</i></p>		
<p>The Service Provider shall submit an Incident Report within twenty-four (24) hours from occurrence of incident. In case of serious incidents, Service Provider shall inform Contracting Authority imminently. The Service Provider is to adhere to any respective Standard Operating Procedure which will come into force following signing of contract agreement.</p> <p>Economic Operator is expected to submit <u>an incident report template in case of an incident</u>. The incident report shall at least include date of incident, name of person/s involved, description of the incident, name of witness/es and medical/Police reports (if applicable).</p> <p>As per Section 3, No 7.1 Reporting Requirements, Clauses 7.1.2.</p> <p><i>For the above criteria, '0' score shall be allotted if the required template is not submitted whereas full marks will be given if the requested template is provided accordingly.</i></p>	<p>1 point or 0</p>	<p>100% or 0</p>
<p>The successful contractor must ensure that s/he has the necessary resources to guarantee the replacement of staff on vacation and sick leave. The Contractor is to ensure an efficient and uninterrupted provision of services at all times. Emergency replacements shall be provided by the Service Provider within two (2) hours from notification. With regards to replacement of staff, if for example a replacement is required at Mtarfa Home, the Service Provider shall provide staff from Mtarfa Home staff complement who are already employed at Mtarfa Home. This applies to the other Care Homes for Older Persons, Dementia Activity Centre/Night Shelter and Case Management Service in the community.</p>	<p>7 points or 0</p>	<p>100% or 0</p>

	<ul style="list-style-type: none"> The Service Provider shall submit a Daily Emergency Staff Replacement template illustrating daily emergency replacements per Government Care Home for Older Persons / Dementia Activity Centre / Case Management Service and Standard Operating Procedure as to how emergency staff replacement is dealt within the stipulated timeframes. It is imperative to note that in case of emergency leave or sick leave it is the Service Provider who shall make the necessary arrangements and contact the respective staff for replacement. (Maximum: 7 points: 1 point for template and 6 points for Standard Operating Procedure and its efficacy) <p>(As per Section 3, No 7.1 Reporting Requirement Clauses 7.1.3 and 7.1.4.</p> <p><i>For the above criteria, '0' score shall be allotted if the required template and SOP is not submitted whereas full marks will be given if the requested template and SOP is provided accordingly.</i></p>		
	SUB-CRITERION 6: CARER UNIFORM	Maximum: 2 points	
MANDATORY	<p>The Economic Operator shall provide, at his/her own cost, uniform to all carers employed on this contract bearing the contractor's logo. As a minimum the uniform shall incorporate a tunic, trouser, cardigan and shoes. The Economic Operator shall ensure that all carers maintain a smart and clean appearance in line with the Dress Code Policy of the AACC and is bound to adhere to any amendments of the Dress Code Policy during performance of contract. All carers or other authorized representatives shall wear means of photo identification provided by the Contractor. This form of identification must be worn at all times during employees' shift at Care Homes for Older Persons, Dementia Activity Centres and when on duty at AACC premises and beneficiaries' residences.</p> <p>Economic Operators are to provide details of the uniform together with a visual/picture/photo illustrating all minimum requirements.</p> <p>As per Section 3, No 4.2 Specific Activities, Clause 19.</p> <p><i>A '0' score will be allotted if the Economic Operator does not provide a visual/picture/photo of the uniform and/or the visual/picture/photo provided does not illustrate all minimum requirements. Full marks will be given if the visual/picture/photo of the uniform for all staff categories is provided and illustrates all minimum requirements stipulated in this call for tenders.</i></p>	2 points or 0	100% or 0
3.	SOCIAL ASPECTS	15	

	SUB-CRITERION 1: EQUAL OPPORTUNITIES	Maximum: 3 points	
ADD-ON	<p>Evidence that economic operator is an Equal Opportunities employer in line with the Equality Mark (or equivalent) issued by the NCPE (or equivalent).</p> <p>Economic operator is expected to submit a copy of the National Commission for the Promotion of Equality (NCPE) Equality Mark or equivalent certification.</p>	2 points	100% or 1% as a minimum
MANDATORY	<p>Proof that the economic operator meets the Legal requirements for the employment of disabled people.</p> <p>Economic operator is expected to submit documentary evidence from Jobsplus (or equivalent) that the legal requirement for the employment of disabled people is in place.</p> <p><i>For the above criteria, '0' score shall be allotted if the required documentary evidence is not submitted whereas full marks will be given if the requested documentary evidence is provided accordingly.</i></p>	1 point or 0	100% or 0
	SUB-CRITERION 2: PROOF OF GOOD WORKING CONDITIONS	Maximum: 10 points	
	<i>All proofs submitted should not relay 3rd party information such as employee personal details. As such, all 3rd party personal details should be blacked out.</i>		
MANDATORY	<p>Wages are paid by credit transfer; costs of which are borne by the Contractor.</p> <p>Proof is to be provided e.g. Agreement with a Bank or Written communication between bidder and Bank confirming credit transfer settlement of wages.</p> <p><i>For the above criteria, '0' score shall be allotted if the required agreement with a Bank or written communication between bidder and Bank confirming direct credit settlement of wages is not submitted whereas full marks will be given if the requested agreement with a Bank or written communication between bidder and Bank confirming direct credit settlement of wages is provided accordingly.</i></p>	1 point or 0	100% or 0
MANDATORY	<p>Employees are provided with a detailed payslip.</p> <p>Economic operators are expected to provide a copy of a payslip.</p> <p><i>For the above criteria, '0' score shall be allotted if the required <u>payslip</u> is not submitted whereas full marks will be given if the requested <u>payslip</u> is provided accordingly.</i></p>	2 points or 0	100% or 0
MANDATORY	<p>Employees have a written contract.</p> <p>Economic operators are expected to provide a copy of a written contract agreement between the bidder and an employee.</p>	1 point or 0	100% or 0

	<i>For the above criteria, '0' score shall be allotted if the required <u>contract agreement</u> is not submitted whereas full marks will be given if the requested <u>contract agreement</u> is provided accordingly.</i>		
ADD-ON	<p>Contractor to provide proof of insurance cover to its employees in case of injury during work.</p> <p>Economic operators are expected to provide a copy of the current and valid employers' liability insurance cover.</p> <p>As per Section 3, No 2.1 Specific Objectives, c).</p> <p><i>For the above criteria, '0' score shall be allotted if the required copy of the current and valid employers' liability insurance cover is not submitted whereas full marks will be given if the requested copy of the current and valid employers' liability insurance cover is provided accordingly.</i></p>	2 points	100% or 0
ADD-ON	<p>A collective agreement is in place and registered with the Department of Industrial and Employment Relations (or an equivalent foreign authority if the Economic Operator is registered abroad. In all instances, the collective agreement must include the criteria of employment law conditions as set by Employment and Industrial Act (EIRA) Cap 452 and subsidiary applicable Legislations.</p> <p>EIRA CAP 452 may be accessed from http://www.justiceservices.gov.mt/DownloadDocument.aspx?app=lom&itemid=8918&l=1</p> <p>Economic Operators are to provide a copy of a valid collective agreement, as an attestation of the above.</p> <p>In addition if a company is registered in a foreign country and has a collective agreement in place the Economic Operator shall also submit a self-declaration whereby it is declared that such agreement include the minimum criteria of Employment Law as described above.</p>	2 points	100% or 1% as a minimum
ADD-ON	Contractor provides bonuses over and above those stipulated by the state. Economic operator is to provide proof by submitting a copy of a bonus statement.	2 points	100% or 1% as a minimum
	SUB-CRITERION 3: TRADE UNION MEMBERSHIP	Maximum: 1 point	
MANDATORY	<p>Confirm through a declaration by the Contractor that employees are free to join a trade union of their choice, with no restrictions imposed.</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>	1 point or 0	100% or 0

	SUB-CRITERION 4: IMMUNISATION AND VACCINATION	Maximum: 1 point	
MANDATORY	<p>Confirm through a declaration that all carers performing the requested services are to be given all compulsory statutory immunization and vaccinations provided by the Government to all Maltese citizens. If foreign carers are proposed, the Economic Operator shall declare that all compulsory statutory immunization and vaccinations given to all Maltese citizens will be given to proposed carers at the Contractor's expense and these shall include vaccines against Hepatitis B. Moreover, the Economic Operator shall ensure that all proposed carers have undergone Tuberculosis (TB) screening.</p> <p>As per Section 3, No 4.2 Specific Activities, Clause 27.</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>	1 point or 0	100% or 0
	Total:	100	Maximum : 100%

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 other Mandatory criteria, whereby the specific criterion within the BPQR allows for a gradation of points a range from 0 up to 100% of the marks per criterion may be allotted. If a score of '0' shall be allotted, the bidder shall be disqualified.

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 Any written communication relating to this contract following the award of the contract must state the contract title and reference number and must be directed to:

Chief Executive Officer (CEO)
Active Ageing & Community Care
FXB Building, Level 1
Mdina Road
Qormi
QRM 9014
Email: procurement-aacc@gov.mt
Telephone: 2278 8000/444/445

At tendering stage, all correspondence related to the tender is to be made through the electronic public procurement system (ePPS).

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

- 7.12 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.

Where the contract is a Framework Contract, or when a contract is awarded to one contractor over a period of years for recurrent services, the Performance Guarantee may cover the

yearly/annual total contract value¹, which means that the performance guarantee is calculated on the total contract value, and then divided by the number of years covered by the contract. *[Therefore, the amount shall be calculated proportionately, for example, if the total contract value is equivalent to Euro750,000 exclusive of VAT (therefore subject to 10% PG) and the contract shall cover 3 years, the amount of the Performance Guarantee shall be that of: 10% of Euro750,000 exclusive of VAT, therefore Euro 75,000 divided by 3 years = €25,000 as PG].*

If a Procurement Procedure was published with lots and subsequently awarded accordingly, each lot shall be regarded as a separate contract, even if the same contractor wins more than one (1) lot. As a result, the amount of the Performance Guarantee shall be calculated per lot.

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.

7.16 The Economic Operator shall provide, at his/her own cost, uniform to all carers employed on this contract bearing the contractor's logo. As a minimum the uniform shall incorporate a tunic, trouser, cardigan and shoes. The Economic Operator shall ensure that all carers maintain a smart and clean appearance in line with the Dress Code Policy of the AACC and is bound to adhere to any amendments of the Dress Code Policy during performance of contract. All carer workers or other authorized representatives shall wear means of photo identification provided by the Contractor. This form of identification must be worn at all times during employees' shift at Care Homes for Older Persons, Dementia Activity Centres and when on duty at AACC premises and beneficiaries' residences.

In addition to the General Conditions, the contractor shall ensure adherence to the requirement as laid down in Article 4.2 of Section 3 - Terms of Reference. Failure to comply with any of the obligations specified therein, the contractor shall become liable to penalties as deemed fit by the Contracting Authority if the contractor pursues in his non-compliance after three (3) warnings issued.

7.17 The contractor undertakes to take over any redundant staff under the current contracts in line with the Transfer of Business (Protection of Employment) Regulations of Malta.

The contractor shall pay his employees not less than the national minimum wage as stipulated by the applicable national law. **The contractor shall pay the employees at the end of the month and covering the previous period worked within the same month.**

¹ **Total contract value means the price for which the contract is going to be awarded following endorsement by all parties.**

The minimum rates payable by the Contractor to carers shall be in line with the latest Department of Contracts Circular No 20/2020 and any other circulars which supersede the one issued by the Department of Contracts or of any other competent authority.

- 7.18** The Contractor shall be responsible to see that all carers performing the requested services shall be given all compulsory statutory immunization and vaccinations provided by the Government to all Maltese citizens. If foreign carers are proposed, the Contractor shall ensure that all compulsory statutory immunization and vaccinations given to all Maltese citizens will be given to proposed carers at the Contractor's expense and these shall include vaccinations against Hepatitis B. Moreover, the Contractor shall ensure that all proposed carers have undergone Tuberculosis (TB) screening. Furthermore, the Service Provider shall be bound to conform with the Occupational Health & Safety Authority Act 2000 (Cap.424).
- 7.19** 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. Within six (6) months from the date of signature on contract the first risk assessment report shall be submitted to the Contracting Authority 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.

Article 13: Medical, Insurance and Security Arrangements

- 13.2** Within fifteen (15) calendar days of signing the contract, the contractor shall take out and maintain an insurance policy to cover, during the period of execution of the contract, the following aspects:

a) Employers' Liability on the terms hereunder

Insured: The Contractor and/or the Active Ageing & Community Care and/or the Government of Malta for their respective rights and interests.

Business: The provision of Care Workers to complement the existing nursing staff in all the entities falling under the responsibility of the Active Ageing & Community Care.

Geographical Limits: The Maltese islands

Definition of Employees: Care Workers listed on the books of the Contractor and defined as such according to qualifications and recognition as better described in the tender document, Section 3 - Terms of Reference, 4. Scope of Work, 4.2.1 Qualifications and Training. Care Workers engaged by the Contractor who are on loan or secondment or hired or sub-contracted shall also be included in on this Definition, subject to a contract of service or any other contract defining them as being on loan or secondment or hired or sub-contracted.

Posting: According to the directives as mandated by the Active Ageing & Community Care including facilities and rosters with all entities and/or facilities that the Active Ageing & Community Care administers or with whom they have contractual agreements in place with for the provision of health and/or medical services.

Limitations: The limitations and extent of work is as described in the tender document, Section 3 - Terms of Reference, 4. Scope of Work, 4.2.2 Job Description of Care Workers.

Period: Twelve months from date of signing of the contract agreement.

Limit of Liability: €2,500,000 any one occurrence but increased to €5,000,000 in the annual aggregate.

Estimated Annual Wage roll: *To be defined upon award of Contract*

Contractor is to also define amount of employees

Extensions:

- Employee to Employee Extension
- EIRA Extension
- Additional Employees
- Employees who are hired or loaned or seconded
- Riot, Strikes and Civil Commotion
- Compensation for Court Awards
- Indemnity to Principals where the latter are defined to being; Active Ageing & Community Care and/or the Government of Malta
- Insured's Representatives
- Injury leave extension: Cover is to be extended to indemnify the insured in respect of liability within the terms of any recognised conditions of employment for payment of wages during injury leave to employees in respect of Injuries caused during the period of insurance during the actual discharge of their duty. The cover shall extend to include the full amount of any injury benefit entitlement under the terms of Social Security Act 1987 (or any subsequent replacement act) shall be deducted from any such payment
- Outside office Duties - Cover is to Indemnify the insured for liability arising out of but not limited to; routine tasks/services required to be performed by the Insured's employees at alternative sites when such services are in compliment to routine services as required at those indicated by the Postings assigned.

Jurisdiction: The Laws of the Republic of Malta.

b) Third Party Liability on the terms hereunder

Insured: The Contractor and/or the Active Ageing & Community Care and/or the Government of Malta and/or any other facility extending its services to the Active Ageing & Community Care for their respective rights and interests.

Business: The provision of Care Workers to complement the existing nursing staff in all the entities falling under the responsibility of the Active Ageing & Community Care.

Definition of Employees: Care Workers listed on the books of the Contractor and defined as such according to qualifications and recognition as better described in the tender document, Section 3 - Terms of Reference, 4. Scope of Work, 4.2.1 Qualifications and Training.

Care Workers engaged by the Contractor who are on loan or secondment or hired or sub-contracted shall also be included in on this Definition, subject to a contract of service or any other contract defining them as being on loan or secondment or hired or sub-contracted.

Further reference with respect to the applicable Qualifications and/or Training can also be referred to in the Qualifications' Section at the end of this document.

Type:

Section 1 - General Third Party Liability

In respect of the Legal Liability of the Insured to pay damages and claimants' costs and expenses in respect of injury to third parties or third party property damage in connection with the business, and costs and expenses incurred by the insured in the defence of a claim, subject to such costs being authorised in writing by insurers.

Section 2 - Errors and Omissions

In respect of the provision of services as described in the tender document, Section 3 - Terms of Reference, 4. Scope of Work, 4.2.2 Job Description of Care Workers.

This insurance is to be extended to cover Wrongful Acts as better described herewith:

- negligent act, error or omission, negligent misstatement or negligent misrepresentation
- unintentional breach of any implied statutory term concerning necessary quality, safety or fitness
- unintentional breach of an implied contractual duty to use reasonable care and skill unintentional breach of warranty of authority, breach of duty, breach of trust, breach of confidence, misuse of information or breach of privacy
- unintentional infringement of any intellectual property right
- libel, slander or defamation or passing off
- dishonesty of employees

Geographical Limits: The Maltese islands

Posting: According to the directives as mandated by the Active Ageing & Community Care, who for the extent of this policy are to be regarded as Principals, including facilities and rosters with all entities and/or facilities that the Active Ageing & Community Care administers or with whom they have contractual agreements in place with for the provision of health and/or medical services.

Period: Twelve months from date of signing of the contract agreement.

Limit of Liability: €2,500,000 any one occurrence but unlimited in the period of insurance.

Extensions:

1. Cover for Cross liability
2. Employee to Employee
3. Indemnity to Principals
4. Including liability arising from use or operation of plant and equipment
5. Cover for Motor Contingency extension
6. Food and drink extension
7. Including liability towards the Contractor and their employees and sub-contractors and their employees contracted as outsourced service providers, at the insured's premises and for which the insured is found legally responsible
8. Including liability arising out of the use of concessionaires and their employees and contractors, sub-contractors and their employees contracted as outsourced service

- providers at the insured's premises and for which the insured is found legally responsible - This will be granted subject that full subrogation rights are retained
9. Including Waiver of rights of subrogation against Joint Insureds and/or Principals
 10. Tenants Liability

Specific to Errors & Omissions

11. Retroactive Cover date as of inception of first policy, subject to renewal of cover.
12. Extended reporting period following cancellation of Contract with the Contracting Authority of six (6) months.

Jurisdiction: The Laws of the Republic of Malta

Qualifications: The training and/or qualifications formally recognised by the Maltese Authorities with respect to the eligibility to hold the post of a Care Worker are as per Clause 4.2.1 of Section 3 - Terms of Reference.

Should an individual hold different or foreign training and/or qualifications, then it shall be the MQRIC's sole discretion to approve such training and/or qualifications together with recognition thereto.

The insurance policy shall include a cross liability clause covering the contractor and its subcontractor/s and/or partner/s and their representative/s together with the Active Ageing & Community Care and/or the Government of Malta for their respective rights and interests.

All insurance policies are to be issued on a Maltese paper and licensed by the MFSA. Insurance cover notes must be presented to the Contracting Authority within fifteen (15) calendar days from signing of the contract. The full policy contract inclusive of the applicable schedule and related endorsements must be presented to the Contracting Authority within thirty (30) calendar days of the signing of the Contract.

Renewal as well as any other endorsements issued throughout the period of insurance in respect of any alterations to the insurance contract must be presented to the Contracting Authority, indicating any changes in the conditions of the contract of insurance cover within thirty (30) calendar days from their issue.

In the event where an Insurer issues a notice of cancellation of any (or all) of the current insurance cover or notifies of his intention not to renew the covers upon their expiry, the Contractor must immediately notify the Contracting Authority in writing within twenty four (24) hours and take steps for alternative arrangements for the provision and up keeping of the insurance conditions as stated in this tender document throughout the tenure of the Contract.

The Active Ageing & Community Care may request for fresh policy schedules at its discretion and according to the needs of the time.

If and so far as the Contractor fails to purchase and hold in force any of the insurance policies referred to above, the Contracting Authority may take steps effect to procure such covers itself with the applicable terms, conditions, warranties, exceptions and exclusions being applicable to the Contractor. Similarly the applicable insurance premium shall be charged on to the Contractor.

13.4 Not applicable.

- 13.8** The contractor is to have a Health and Safety Coordinator holding a certificate by a recognised Health and Safety Authority (available 24/7) for health & safety services acting on his/her behalf and act as per requirement in L.N. 36 of 2003, Section 9 and ensure compliance with Chapter 424 of the Laws of Malta, and any subsidiary Legal Notices.

Article 14: Intellectual and Industrial Property Rights

- 14.3** Not applicable.

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, **with regards to Bormla / Floriana / Mosta / Mtarfa & Mellieha Care Homes for Older Persons and Dar Padova Dementia Activity Centre / Night Shelter, the Contractor shall within ten (10) calendar days from the date of the last signature on the contract agreement forward to the Contracting Authority the list of carers being proposed to carry out the services of carers in each Home and Dar Padova Dementia Activity Centre / Night Shelter.**

When called for an interview the carers shall bring the following true copies of certificates:

- a) Details of the qualifications;
- b) Copy of the qualifications of the carers including Certification at MQF Level 3, Moving and Handling, Food Handling and Basic Life Support certificates;
- c) Valid Police Conduct certificate issued within the last month for all Maltese carers or stamped certificate by Embassy/Consulate and valid Police Conduct certificate issued within the last month for all carers who are foreigners as applicable;
- d) Copy of vaccination records against Hepatitis B and Covid19, and proof that they have undergone Tuberculosis (TB) screening for both Maltese and foreign carers;
- e) Certificate of Attendance for the Induction Course and the Specialised Dementia induction Course carried out.

During interview, the Contracting Authority will assess and identify who of the carers should sit for the Maltese Language course. The Contracting Authority will inform by email the Service Provider prior to orientation sessions with the list of carers required to sit for the Maltese proficiency test provided by a competent authority as determined by the Contracting Authority and a certificate shall be issued to every attendee and presented to the Contracting Authority within six (6) months from course application. The Service Provider is to provide such training at his own expense.

With regards to Safi Dementia Activity Day/Night Centre and the Case Management Service in the community the Contractor shall within thirty (30) calendar days from when being

notified by the Contracting Authority, to forward to the Contracting Authority the list of carers being proposed to carry out the required services.

When called for an interview the carers shall bring the following true copies of certificates:

- a) Details of the qualifications;
- b) Copy of the qualifications of the carers including Certification at MQF Level 3, Moving & Handling, Food Handling and Basic Life Support certificates;
- c) Certificate of Attendance for the Specialised Dementia Induction Course carried out including active participation and practice-based learning with theoretical or based knowledge-based content in the following topics:
 - i. Knowledge on dementia disorders;
 - ii. Person-centred care;
 - iii. Care interactions;
 - iv. Enriching the person's life via activities;
 - v. Understanding, coping and dealing with problem behaviours;
 - vi. Interacting with families;
 - vii. Care planning and use of restraints.
- d) Valid Police Conduct certificate issued within the last month for all Maltese carers or stamped certificate by Embassy/Consulate and valid Police Conduct certificate issued within the last month for all carers who are foreigners as applicable;
- e) Copy of vaccination records against Hepatitis B and Covid19, and that they have undergone Tuberculosis (TB) screening for both Maltese and foreign carers;

During interview, the Contracting Authority will assess and identify who of the carers should sit for the Maltese Language course. The Contracting Authority will inform by email the Service Provider prior to orientation/shadowing sessions with the list of carers required to sit for the Maltese proficiency test provided by a competent authority as determined by the Contracting Authority and a certificate shall be issued to every attendee and presented to the Contracting Authority within six (6) months from course application. The Service Provider is to provide such training at his own expense.

During the orientation/shadowing session the Head of Home/Deputy Nurse/Dementia Activity Centre Coordinator/Case Manager Practice Nurse, will determine the suitability of the proposed candidate and check that qualifications, Valid Police Conduct certificate for all Maltese carers or stamped certificate by Embassy/Consulate and valid Police Conduct certificate for all carers who are foreigners as applicable, vaccination records, certificate of attendance for the induction course and the specialized dementia induction course carried out; are provided and kept in the personal file of the carer at the respective Home, Dementia Activity Centre/Night Shelter and AACC to be employed at.

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

16.4 As per General Conditions.

16.5 Further to the provisions of the General Conditions, the Service Provider shall provide a mix of carers whereby some of them are able to communicate fluently in at least the English language (spoken and written) and some are able to communicate fluently (spoken and written) in both Maltese and English. The carers shall have good communication and customer care skills.

For Lot 1: Bormla, Mosta and Floriana Care Homes for Older Persons, the Service Provider shall bind oneself to have all carers who are able to communicate fluently in the English language (spoken and written) and a minimum of 25% of all carers provided during the day and 10% of all carers provided during the night in a particular care home who are able to communicate fluently in both Maltese and English (spoken and written). The Service Provider shall bind oneself to have the aforementioned mix of carers both during the day and night, in each Care Home for Older Persons. It is imperative that the residents' language needs are met at all times.

For Lot 1: Safi Dementia Activity Day/Night Centre and Dar Padova Activity Centre/Night Shelter, the Service Provider shall bind oneself to have all carers who are able to communicate fluently in the English language (spoken and written) and a minimum of 80% of all carers provided during the day and night in a particular dementia activity centre who are able to communicate fluently in both Maltese and English (spoken and written). The Service Provider shall bind oneself to have the aforementioned mix of carers both during the day and night, in each respective Dementia Activity Centres. It is imperative that the residents' language needs are met at all times.

For Lot 2: Mtarfa Care Home for Older Persons, the Service Provider shall bind oneself to have all carers who are able to communicate fluently in the English language (spoken and written) and a minimum of 25% of all carers provided during the day and 10% of all carers provided during the night who are able to communicate fluently in both Maltese and English (spoken and written). The Service Provider shall bind oneself to have the aforementioned mix of carers both during the day and night, at Mtarfa Care Home for Older Persons. It is imperative that the residents' language needs are met at all times.

For Lot 3: Mellieha Care Home for Older Persons, the Service Provider shall bind oneself to have all carers who are able to communicate fluently in the English language (spoken and written) and a minimum of 25% of all carers provided during the day and 10% of all carers provided during the night who are able to communicate fluently in both Maltese and English (spoken and written). The Service Provider shall bind oneself to have the aforementioned mix of carers both during the day and night, at Mellieha Care Home for Older Persons. It is imperative that the residents' language needs are met at all times.

For Lot 4: Case Management Service in the Community, the Service Provider shall bind oneself to have all carers who are able to communicate fluently in the English language (spoken and written) and a minimum of 80% of all carers provided during the day who are able to communicate fluently in both Maltese and English (spoken and written). The Service Provider shall bind oneself to have the aforementioned mix of carers during the day for the Case Management Service in the community. It is imperative that the residents' language needs are met at all times.

To this effect, it will not be acceptable that during contract performance, the Service Provider does not provide the mix of carers as requested leading to residents/beneficiaries suffering due to language barrier.

If Maltese language lessons are needed, these shall be provided by the Service Provider and all proposed employees shall sit for a Maltese Proficiency Test by a competent authority as determined by the Contracting Authority and a certificate shall be issued to every attendee and presented to the Contracting Authority within one (1) year from course application.

All expenses related to the Maltese proficiency test are to be incurred by the contractor.

Article 17: Replacement of Personnel and Trainees

Further to the General Conditions, replacement of personnel, under the circumstances mentioned in the Terms of Reference, must take place immediately as indicated therein. The relevant penalties apply in case the Contractor fails to do so.

Article 18: Execution of the Contract

- 18.1** The provision of carer services to Care Homes for Older Persons and Dar Padova Dementia Activity Centre / Night Shelter shall commence within **three (3) weeks from the date of the last signature on contract agreement**: these three (3) weeks shall be utilised for interviews and mobilisation purposes.

With regards to Safi Dementia Day/Night Centre; this Centre is not yet in function, however, when carers will be required, the Service Provider will be informed in writing **three (3) weeks in advance**. These three (3) weeks shall be utilised for interviews and mobilisation purposes.

With regards to the Carer services for the case management service in the community, this is a new service, however, when carers will be required the Service Provider will be informed in writing **three (3) weeks in advance**. These three (3) weeks shall be utilised for interviews and mobilisation purposes.

- 18.2** The Contract shall run for a period of one (1) year from the date of the last signature on contract agreement being that of the Contracting Authority.

Article 19: Delays in Execution

- 19.2** Without prejudice and in addition to penalties applicable laid down elsewhere in the contract, failure by the Contractor to provide services as per Section 3 - Terms of Reference within the time frame of **three (3) weeks from the date of the last signature on contract agreement with respect of service provided to Care Homes for Older Persons and Dar Padova Dementia Activity Centre / Night Shelter and three (3) weeks as regards service provided to Safi Dementia Activity Day/Night Centre and the Case Management Service in the community**, will constitute a material breach of the contract agreement and will incur a penalty of €1,000 for every day of mere delay.

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

- a) terminate the contract; and

- b) complete the services at the Contractor's own expense.

19.8 Without prejudice and in addition to penalties applicable laid down elsewhere in the contract, the Contractor shall become liable to the penalty in the circumstances indicated hereunder.

AACC shall monitor the following incidents and deductions shall be made from Contract payments that are either due or become due to the Contractor.

In the event that AACC considers that a deduction is to be made in respect of any of the below listed failures, then AACC, prior to any monetary deduction being made against the Service Provider, shall give written notification and provide suitable evidence to the Service Provider that supports AACC's assertion that AACC is entitled to make a failure deduction. The Service Provider shall have a period of a minimum of twenty-four (24) hours to a maximum of forty-eight (48) hours to submit representations on the default. If no response within stipulated time is received from the Service Provider, the Contracting Authority will proceed with the monetary deduction.

The maximum amount of penalties allowed is of 20% of the contract value, and when this amount is reached, the Contracting Authority reserves the right to invoke Article 19.3 of the Special Conditions.

General - Penalty Clauses

- 1) Each time the Service Provider is found to be in default of the Service Provider's suitable resource levels obligation - **€300 per incident per day.**
- 2) Each time that the Senior Care Worker/Carer assigned to that particular Care Home or Entity are not on site - **€300 per incident per day.**
- 3) Failure to submit the records and returns as specified in Section 3, No 7.1 Reporting Requirements - **€300 per failure.**
- 4) Failure to immediately effect replacement of personnel and/or direct management staff - **€400 per incident per day.**

Where the Contractor is unable to provide a replacement on a number of occasions, the Contracting Authority will send written notification letters, after which the Contracting Authority may either decide to terminate the contract, if the proper performance is jeopardized, or the Contracting Authority has the right to find an alternative Service Provider and charge the contractor the full costs incurred, as well an additional 50% of the said costs, as a penalty.

- 5) Failure to replace a carer within two (2) hours from notification by the Contracting Authority, should it be known that the service is not being carried out properly due to a language barrier - **€300 per incident per day.**
- 6) Any unlawful, riotous or disorderly conduct by any of the Contractor's personnel against or amongst the Contracting Authority's personnel - **€400 per incident.**
- 7) Failing to attend, investigate and effectively remedy any complaint presented in writing to Contractor either through an official written letter or by e-mail made against the

Contractor's personnel within a maximum of five (5) hours from issue of such complaint from Head of Home / AACC Management - **€300 per incident.**

- 8) Failure to abide by the Contracting Authority's policies and directives including but not restricting to those relating to, security, safety and environmental protection and any other policies and directives which may come into force following award of contract agreement - **€300 per incident.**
- 9) Failure of the Service Provider's employees and/ or subcontracted employees to maintain a smart and clean appearance at all times when providing the service at Care Homes for Older Persons / Dementia Activity Centre/s / Night Shelter / Case Management Service in the community - **€200 per incident.**
- 10) Failure of the Service Provider's employees and/ or subcontracted employees to wear the appropriate uniforms, identification tag and protective clothing or equipment, or, are, otherwise in breach of Health and Safety Regulations - **€200 per incident.**
- 11) Failure to comply with the administrative orders issued in terms of the Contract by the Contracting Authority, subject to a fifteen (15) day notice to be issued by the Contracting Authority - **€200 per day default.**
- 12) Failure to inform the Contracting Authority of any error, omission, fault, incident and defect - **€200 per incident.**
- 13) Failure to provide documentation regarding proposed personnel to be employed for verification purposes for the implementation of the contract (Valid Police Conduct certificate issued within the last month for all Maltese carers or stamped certificate by Embassy/Consulate and valid Police Conduct certificate issued within the last month for all carers who are foreigners as applicable and qualifications where applicable) - **€100 per day default for each employee.**
- 14) Failure to maintain insurance policies, including but not limited to medical insurance and professional indemnity insurance - **€100 per day default.**
- 15) Failure to give vaccinations/immunisation and ensuring that the carers have undergone Tuberculosis (TB) screening - **€250 per day default.**
- 16) Failure to provide training to the care workers by the stipulated timeframe as required in the Terms of Reference - **€150 per day default for each care worker and training course.**

Provided that the imposition of the deductions as aforesaid shall not waive the Service Provider's duty to perform any of its obligations or to rectify any of the shortcomings giving rise to the deduction.

Provided further that the deductions as aforesaid shall be effected by way of penalty and without prejudice to AACC's right to claim damages from the Service Provider if the Service Provider's default's result in such damages.

Article 20: Modification of the Contract

- 20.1** Further to the provisions of the General Conditions, the contracting authority reserves the right to increase or decrease the number of hours according to the exigencies of the service

for each respective Care Home/s and all other Entities mentioned in all Lots, and by doing so would not be held liable to any damages or other costs whatsoever.

20.2 As per General Conditions.

20.5 **For all Lots:** Further to the General Conditions, the percentage allowed as modification for repetition of service shall not exceed fifty (50) percent of the total contract value. Such repetition of service shall be allowed in instances where the increase in the number of hours is necessary to achieve the original scope of the contract, and these inter alia may be requested under the following circumstances such as;

- an increase in the number of patients requiring care within the Care Home and all other entities as mentioned in all Lots,
- establishment of new entities/units/functions within the Active Ageing & Community Care
- expansion of existing Care Homes and other Entities as mentioned in all Lots
- unforeseen illnesses or disease outbreak to be treated in the Care Homes and other Entities as mentioned in all lots.

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 Further to the provisions of the General Conditions, the percentage allowed as modification for additional services shall not exceed 20% of the total contract value. Additional services may be due to new carer services to be provided in the Care Home for Older Persons or new openings of Dementia Activity Centres / Night Shelters or new services being launched. Should the Contracting Authority require additional services the Contractor must be willing to provide such services at the same rates applicable for this contract within a period agreed both by the Contracting Authority and the Service Provider. The prerogative to order such additional services shall vest in the Contracting Authority and if not used the Contractor shall have no claim against Government.

Article 24: Interim and Final Progress Reports

24.1 Further to the provisions of the General Conditions, for reports requirements refer to Section 3 - Terms of Reference No 7.1 - Reporting Requirements.

Article 26: Payments and Interest on Late Payment

26.1 This is a fee-based contract.

26.2 As per General Conditions.

26.9 AACC shall pay the Service Provider for services rendered on a monthly basis. AACC shall settle any invoice received not later than sixty (60) days from the day on which AACC receives the relevant invoice. All invoices issued by the Service Provider shall be accompanied by timesheets of all carers working in the respective Care Home for Older Persons / Dementia Activity Centre / Night Shelter / Case Management Service in the community.

The **invoice** shall include the following details:

- Name of Care Home for Older Persons / Dementia Activity Centre
- Month when services are carried out

- Total hours for weekdays including Saturdays
- Total hours for Sundays and Public Holidays
- Hourly rate for weekdays including Saturdays and
- Hourly rate for Sundays & Public Holidays

The **timesheet** shall include the following details:

- Date when work was performed
- Name and surname of carer
- Time in
- Time out
- Signature of person in charge
- Hours worked on weekdays including Saturdays
- Hours worked on Sundays & Public Holidays
- Indication if carer was on leave or sick leave

The Contracting Authority reserves the right to request additional details as it deems necessary.

Article 27: Pre-Financing Guarantee

27.2 Not applicable as no pre-financing shall be effected for this tender.

Article 30: Revision of Prices

30.1 Provided that, tender prices in respect of hourly or daily rates, will be revised in line with any increases determined by Government in respect of its policies. Such revision of prices shall be applicable between the closing date of the call for tenders and the conclusion of the contract (as applicable).

During the execution of this contract, the only allowable amendment to the rates shall be any cost of living (COLA) adjustments as sanctioned by the Government of Malta; this shall be carried out on an annual basis. No other rate revision shall be entertained.

Article 32: Breach of Contract

32.2 As per General Conditions

Article 39: Further Additional Clauses

39.1 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.

39.2 Throughout the contract period, the Contractor shall employ personnel to satisfactorily perform the duties assigned to them as per Section 3 - Terms of Reference, Article 4.2 - Specific Activities. The Contracting Authority shall retain sole and absolute right to ask the Contractor to replace any of its employees due to unsatisfactory performance.

39.3

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.

39.4

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.

39.5

The Contractor shall bind itself to pay employees in the category of carers 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)

1.4 - Relevant Country Background

The Ministry for Senior Citizens and Active Ageing provides an extensive service to the older persons through the Active Ageing and Community Care. This includes residential care services (both long term and short term) to older persons and persons with disability in an emotionally safe and secure environment who can no longer cope with living in their own home.

1.5 - Current State of Affairs in the Relevant Sector

A society for all ages enables several generations to invest in one another and share in the fruits of that investment. It is a society in which the respect, equality, independence, participation, care, self-fulfilment and dignity of senior citizens will be pursued at all times. Through the National Strategic Policy for Active Ageing: Malta 2014 - 2020, Government commits itself towards achieving a society for all ages ensuring that our nation adopts specific measures that will transform Malta into an age-friendly nation.

Indeed, three key values that we believe should lie at the heart of present and future Maltese society:

A society for all ages...

One that adjusts its structures and functioning, as well as its policies and plans, to the needs and capabilities of all, thereby releasing the potential and the benefit for all.

The value of intergenerational equity...

A truly democratic society champions equal respect, equivalent opportunities and comparable living standards between different generations.

Empowerment...

A commitment in renewing public policies on ageing so as to focus on the needs and wishes of the older population.

Indeed, maintaining the autonomy and independence of older generations, as well as guaranteeing a smooth transition from community to long-term care settings, represent key goals. Advances in healthy life years improve well-being of senior citizens, extend working lives, provide an incentive for economic growth, and most importantly, decrease the pressure on health and social care systems.

Taking a proactive stance in all that concerns population ageing does not only include managing various social and health care services targeting senior citizens, but also enacting policies that improve social inclusion and participation rates well beyond statutory retirement age.

- The main objection of the Active Ageing and Community Care (AACC) is that of transforming the society of ageing from one of dependency to active ageing, to enable independence and dignity with advancing age. As well, as providing Care Services in the community that assist senior citizens, in aging-in-place. The objective is largely preventative, involving all age groups in the process of ageing actively across the life course. priority setting and decision making;
- access to identified, priority social groups;
- financial structures and flows.

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 AACC is calling for tender offers from Carers providers to be considered for the Provision of Carers for Care Homes for Older Persons / Dementia Activity Centres / Night Shelters / Case Management Service in the community as per hereunder:

- Lot 1 - Carer Services for Bormla, Floriana & Mosta Care Homes for Older Persons, Safi Dementia Activity Centre/Night Shelter and Dar Padova Dementia Activity Centre/Night Shelter Gozo
- Lot 2 - Carer Services for Mtarfa Care Home for Older Persons
- Lot 3 - Carer Services for Mellieha Care Home for Older Persons
- Lot 4 - Carer Services for Case Management Service in the community

2.2 - Specific Objectives

The objectives of this contract [which are not necessarily those of the project] are as follows:

- a) The provision of efficient and uninterrupted carer services for Care Homes for Older Persons, Dementia Activity Centres/Night Shelters and Case Management Service in the community as per above to ensure that the duties as described under ‘Specific Activities’ and according to ‘Summary of Activities’ are carried out to the satisfaction of the Contracting Authority.
- b) Provision of carers who are qualified, with good moral character and with a clean valid Police Conduct certificate for all Maltese carers or stamped certificate by Embassy/Consulate and a clean valid Police Conduct certificate for all carers who are foreigners, as applicable, to perform duties as carers.
- c) The Service Provider, and his/her employees, shall be covered by an insurance policy throughout the duration of the contract.
- d) Proper supervision and inspection of carers deployed, at least a minimum of four (4) hours weekly on-site visit at each Care Home for Older Persons, Dementia Activity Centre/Night Shelter and Case Management Service in the community and a copy of inspection report is to be submitted monthly by the Service Provider to the Contracting Authority.
- e) To ensure that prior initiating service provision, the Company is licensed or have started the process to obtain the license by the Social Care Standards Authority or other competent authority.

2.3 - Results to be achieved by the Consultant

1. The timely and regular provision of carers to carry out their duties as per Section 3 - Terms of Reference, Article 4.2 - Specific Activities and according to ‘Summary of Activities’ and as per schedules indicated in Section 4.1.1 - Project Description hereunder.

2. To provide qualified carers, physically fit for work, who are of good moral conduct and who have a clean valid Police Conduct certificate for all Maltese carers or stamped certificate by Embassy/Consulate and a clean valid Police Conduct certificate issued within the last month for all carers who are foreigners as applicable.
3. Proper supervision and inspection of carers deployed, at least a minimum of four (4) hours weekly on-site visit at each Care Home for Older Persons, Dementia Activity Centre/Night Shelter and Case Management Service in the community and a copy of inspection report is to be submitted monthly by the Service Provider to the Contracting Authority.

3. Assumptions and Risks

3.1 - Assumptions Underlying the Project Intervention

A major assumption in the project is that the Service Provider has the necessary resources to carry out the tasks entrusted to him/her as per No 4.2 - Specific Activities. The selected Contractor will be expected to demonstrate that s/he will commit and devote appropriate resources in terms of staff, time and competencies for the fulfilment of the contract.

Moreover, it is assumed that the contractor is acquainted with Care Homes environment exigencies.

3.2 – Risks

- The Service Provider shall ensure the continuous availability of staff to perform the obligations emanating from contract agreement.
- The Service Provider shall ensure any personnel entrusted to carry out any obligation are competent, have adequate training and qualifications (commensurate to the tasks entrusted to them), and have been properly vetted by the Service Provider prior being employed.
- The Service Provider shall assume full responsibility and accountability regarding the health and safety of his/her employees.
- The Contractor shall be responsible for managing all risk arising from the nature of the contracted services. The Contractor shall assume all and full responsibility for any damages arising, whether such damages are of a material, moral or reputational nature, whether such liabilities are of a public or private nature and whenever risk imperils the effective performance of this present contract.

4. Scope of the Work

4.1 – General

4.1.1 Project Description

- a) The AACC requires the provision of Carers for Care Homes for Older Persons, Dementia Activity Centres/Night Shelters and Case Management Service in the community as per

hereunder tables. The estimated number of carer working hours for the duration of the contract shall be as follows:

- 85% of the hours will be worked from Monday to Saturday,
- 15% will be worked on Sundays and public Holidays.

Carers are expected to be available from Monday to Sunday (24-hour daily coverage). This requirement may be decreased or increased as necessary. All absenteeism, including vacation and sick leave and any other form of leave has to be made good by the Contractor from a relieving pool. The relieving pool shall be managed directly by the Contractor.

Lot 1 - Carer Services for Bormla, Floriana & Mosta Care Homes for Older Persons, Safi Dementia Activity Centre and Dar Padova Gozo

Care Home for Older Persons / Dementia Activity Centre / Night Shelter	Estimated Total Hours per Month	85% Hours worked from Monday to Saturday (estimated)	15% Hours worked on Sundays & Public Holidays (estimated)
Bormla	7,087	6,024	1,063
Floriana	1,000	850	150
Mosta	1,700	1,445	255
Safi Dementia Activity Day/Night Centre	4,464	3,794	670
Dar Padova Gozo Dementia Activity Centre/Night Shelter Gozo	2,310	1,964	346

- b) With regards to **Safi Dementia Activity Day/Night Centre**; this Centre is not yet in function, however, when carers will be required the Service Provider will be informed in writing three (3) weeks in advance. These three (3) weeks shall be utilised for interviews and mobilisation purposes.
- c) **Safi Dementia Activity Day/Night Centre** will operate on twenty-four hour basis on a seven day week. From 07:00 till 17:00 the centre will be used as a dementia activity centre whilst from 17:00 till 07.00 the centre will be used as a night shelter. The centre will be on allocation a 3:1 ratio of carers to service users.

Lot 2 - Carer Services for Mtarfa Care Home for Older Persons

Care Home for Older Persons	Estimated Total Hours per Month	85% Hours worked from Monday to Saturday (estimated)	15% Hours worked on Sundays & Public Holidays (estimated)
Mtarfa	6,700	5,695	1,005

Lot 3 - Carer Services for Mellieha Care Home for Older Persons

Care Home for Older Persons	Estimated Total Hours per Month	85% Hours worked from Monday to Saturday (estimated)	15% Hours worked on Sundays & Public Holidays (estimated)
Mellieha	11,120	9,452	1,668

Lot 4 - Carer Services for Case Management Service

Entity	Estimated Total Hours per Month	85% Hours worked from Monday to Saturday (estimated)	15% Hours worked on Sundays & Public Holidays (estimated)
AACC	2,160	1,836	324

- a) With regards to the **Carer services for the case management service in the community**, this is a new service, however, when carers will be required the Service Provider will be informed in writing three (3) weeks in advance. These three (3) weeks shall be utilised for interviews and mobilisation purposes.

4.1.2 Geographical Area to be covered

Malta and Gozo

4.1.3 Target Groups

For Lot 1, 2 and 3 the target groups shall be older persons residing in the Care Homes for Older Persons, Dementia Activity Centres and Dar Padova whilst for Lot 4 the target group shall be older persons living in the community.

4.2 - Specific Activities

- The carers shall carry out their duties, to the satisfaction of the AACC/Head of Home/Deputy Nurse/Case Manager Practice Nurse as described in the 'Summary of Activities'.
- The carers providing the service shall work as required by the AACC management/Head of Home/Deputy Nurse/Case Manager Practice Nurse. Any work requirement, which might include night duty, will not give any right to any increase in the rate payable to the successful Contractor.

3. Qualification of Carers

- a) Eligibility to work as a care worker requires one of the following conditions:

- Award of one of the following MCAST qualifications:

- BTEC Diploma in Health and Social Care or equivalent - MQF Level 3 (or equivalent)
- BTEC Extended Diploma in Health and Social Care (Health Studies) or equivalent - MQF Level 4
- BTEC Extended Diploma in Health and Social Care (Social Care) or equivalent - MQF Level 4
- BTEC Higher National Diploma in Health and Social Care (Practice) or equivalent - MQF Level 5
- Bachelor of Science (Honours) in Health and Social Care (Practice) or equivalent - MQF Level 6

OR

- a) Original proof of the successful completion of one of the following ETC/JobsPlus courses:
- b) A training programme for support workers working with persons with disability with a minimum of six (6) months experience in the field and at MQF Level 4.
- c) Basic qualifications for Home Care Personnel with a minimum of six (6) months experience in the field and at MQF Level 3.

OR

- a) A Care Assistant course, organised by the Department of the Elderly within the MFCS.

OR

- a) A qualification in Care by a registered/licensed institution. The qualification needs to be officially pegged at a minimum Level 3 on the MQF. A care worker certificate at Level 2 awarded by a registered/licensed training institution may be accepted on condition that a Level 3 care worker training certificate will be presented within eighteen (18) months from commencement of employment.

2) Induction Course

All carers to be employed on contract shall be given an induction course prior to commencement of employment which shall establish clear foundations and expectations of the role of the employee in the respective area. A certificate of attendance for all induction courses provided (and any applicable proof) to employees engaged on contract shall be issued to every attendee and presented to the Contracting Authority during implementation stage.

All expenses related to the induction course are to be incurred by the Contractor.

The Economic Operator shall submit a proposed methodology through the submission of a write-up report of approximately 4,000 - 5,000 words demonstrating how the Economic Operator shall equip all employees with the relevant induction course pertaining their respective role and for the provision of expected quality of service.

In such methodology, the Economic Operators are requested to submit programme of:

- i. An **Induction Course** provided prior to commencement of employment to carers which induction course shall establish clear foundations and expectations including topics to be covered as per hereunder list which topics shall include and are not limited to:
 - a) Role of the Carer
 - b) Food Handling
 - c) Basic Life Support
 - d) Ethics, Integrity, Social Responsibility
 - e) Communication and Documentation
 - f) Basic First Aid (How to deal with an emergency, bleeding, trips and falls, burns and hypothermia)
 - g) Moving and handling
 - h) Training for Communication and Customer Skills (soft skills)
 - i) Health and Safety
 - j) Infection Prevention and Control
 - k) Continence Care

Once tender is awarded, one (1) month from the employment date of each employee, the Service Provider shall submit proof that the induction course has been duly effected and that the number of hours indicated in the technical offer have been delivered accordingly.

The Contracting Authority shall be notified beforehand with date, time and place of upcoming induction programmes.

- ii. A **Specialised Dementia Induction Course** provided prior to commencement of employment to all carers working in a dementia unit environment and those carers who are in direct contact and require special knowledge and skills to provide excellent care assistance for people with dementia. Topics to be covered shall be as per hereunder list which topics shall include and are not limited to:
 - a) Knowledge on dementia disorders
 - b) Person-centred care
 - c) Care interactions
 - d) Enriching the person's life via activities
 - e) Understanding, coping and dealing with problem behaviours
 - f) Interacting with families
 - g) Care planning and use of restraints

Once tender is awarded, one (1) month from the employment date of each employee, the Service Provider shall submit proof that the induction course has been duly effected and that the number of hours indicated in the technical offer have been delivered accordingly.

The Contracting Authority shall be notified beforehand with date, time and place of upcoming induction programmes.

3) **Orientation/Shadowing Session**

All carers to be employed on contract shall be given an orientation/shadowing session after they have passed successfully an interview conducted by the Head of the Care Home for Older Person/Dementia Activity Centre Coordinator/Case Manager Practice Nurse. The Orientation/Shadowing session shall establish clear foundations and expectations and the carers shall receive information regarding policies, procedures, standards and documentation to support practice and to familiarise with the Care Home for Older Persons/Dementia Activity Centres/Case Management Service being assigned to. The duration of the orientation/shadowing session shall be effected as per hereunder:

a) Care Home for Older Persons

Split on three (3) consecutive days for a total of thirty-three (33) hours excluding break.

b) Dementia Activity Centre

Split on four (4) consecutive days for a total of thirty-six (36) hours excluding break.

c) Case Management Service in the Community

Split on two (2) consecutive weeks for a total of eight (80) hours excluding break.

During the orientation/shadowing session the Head of Home/Deputy Nurse/Dementia Activity Centre Coordinator/Case Manager Practice Nurse will determine the suitability of the proposed candidate and check that qualifications, valid Police Conduct certificate for all Maltese carers or stamped certificate by Embassy/Consulate and valid Police Conduct certificate for all carers who are foreigners as applicable, vaccination records, certificate of attendance for the induction course and the specialized dementia induction course carried out; are provided and kept in the personal file of the carer at the respective place of work to be employed at.

All expenses related to the orientation/shadowing session are to be incurred by the Contractor.

4) Ongoing Staff Training

Proposed methodology through the submission of a write-up report of approximately 2,000 - 2,500 words demonstrating how the Economic Operator shall provide staff with yearly ongoing training. The methodology shall emphasise the importance of maintaining a continuous learning programme to develop a core of well-trained employees whose performance will enhance the company's abilities to provide the Care Homes for Older Persons/Dementia Activity Centres/Case Management Team a high level of service. Topics are to be clearly portrayed according to employees working in all respective areas. At the end of every 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. A certificate of attendance of employees engaged on contract shall be issued to every attendee yearly and presented to the Contracting Authority during the implementation stage.

All expenses related to the ongoing staff training are to be incurred by the Service Provider.

5) Other Skills

The Service Provider shall provide a mix of carers whereby some of them are able to communicate fluently in at least the English language (spoken and written) and some are able to communicate fluently (spoken and written) in both Maltese and English. The carers shall have good communication and customer care skills.

For **Lot 1 - Bormla, Mosta & Floriana Care Home for Older Persons**, the Service Provider shall bind oneself to have all carers who are able to communicate fluently in the English language (spoken and written) and a minimum of 25% of all carers provided during the day and 10% of all carers provided during the night in a particular care home who are able to communicate fluently in both Maltese and English (spoken and written). The Service Provider shall bind oneself to have the aforementioned mix of carers both during the day and night in each respective Care Home for Older Persons. It is imperative that the residents' language needs are met at all times.

For **Lot 1 - Safi Dementia Activity Day/Night Centre and Dar Padova Activity Centre/Night Shelter**, the Service Provider shall bind oneself to have all carers who are able to communicate fluently in the English language (spoken and written) and a minimum of 80% of all carers provided during the day and night in a particular dementia activity centre who are able to communicate fluently in both Maltese and English (spoken and written). The Service Provider shall bind oneself to have the aforementioned mix of carers both during the day and night in each respective Dementia Activity Centre. It is imperative that the residents' language needs are met at all times.

For **Lot 2 - Mtarfa Care Home for Older Persons**, the Service Provider shall bind oneself to have all carers who are able to communicate fluently in the English language (spoken and written) and a minimum of 25% of all carers provided during the day and 10% of all carers provided during the night who are able to communicate fluently in both Maltese and English (spoken and written). The Service Provider shall bind oneself to have the aforementioned mix of carers both during the day and night at Mtarfa Home for Older Persons. It is imperative that the residents' language needs are met at all times.

For **Lot 3 - Mellieha Care Home for Older Persons**, the Service Provider shall bind oneself to have all carers who are able to communicate fluently in the English language (spoken and written) and a minimum of 25% of all carers provided during the day and 10% of all carers provided during the night who are able to communicate fluently in both Maltese and English (spoken and written). The Service Provider shall bind oneself to have the aforementioned mix of carers both during the day and night at Mellieha Home for Older Persons. It is imperative that the residents' language needs are met at all times.

For **Lot 4: Case Management Service in the Community**, the Service Provider shall bind oneself to have all carers who are able to communicate fluently in the English language (spoken and written) and a minimum of 80% of all carers provided during the day who are able to communicate fluently in both Maltese and English (spoken and written). The Service Provider shall bind oneself to have the aforementioned mix of carers during the day for the

Case Management Service in the community. It is imperative that the residents' language needs are met at all times.

To this effect, it will not be acceptable that during contract performance, the Service Provider does not provide the mix of carers as requested leading to residents suffering due to language barrier.

Economic Operator is requested to submit a declaration stating that s/he shall bind oneself to have all carers who are able to communicate fluently in the English language (spoken and written) and confirms the minimum number of carers for each lot who are able to communicate fluently in both Maltese and English (spoken and written).

If Maltese language lessons are needed, these shall be provided by the Service Provider and all proposed employees shall sit for a Maltese Proficiency Test by a competent authority as determined by the Contracting Authority and a certificate shall be issued to every attendee and presented to the Contracting Authority within one (1) year from course application.

All expenses related to the Maltese proficiency test are to be incurred by the contractor.

Any carers who are currently employed by virtue of any previous contract and who will be retained in their employment through this contract must be able to fulfil the criteria regarding spoken and written languages as per clause 7 above. If they do not have this capability, the Contractor must provide training so as the criteria are met at the Contractor's expense. Moreover, same carers must possess qualifications mentioned in clause 3 above, must be given an induction course as per clause 4 above and an orientation/shadowing session as per clause 5 above.

6) Quality of Service Provision

The Economic Operator shall submit a proposed methodology demonstrating how the Economic Operator shall ensure that the employees on site provide the expected level of service. This shall include but not limited to:

- Vision and mission for the quality of the service provided;
- Organogram;
- List and respective executive summary of Standard Operating Procedures (SOPs) and policies of which must include the following:
 - Rights and Obligations of the Resident;
 - Infection Control;
 - Least Restraints Use;
 - Discharge, Death and Dying (inclusive of different religions);
 - Valuables and Financial Affairs;
 - Complaints;
 - Incident Reporting;
 - Disciplinary Proceedings'
 - Smoking;

- Uniform;
 - Promoting Contenance;
 - Data Protection;
 - Moving and Handling;
 - Zero Tolerance to Abuse;
 - Managing Suicidal Threats;
- Pool of employees and necessary skills match including staff qualifications;
 - Research tools that will be used in the methodology to measure standards of services provision;
 - Actions taken to rectify shortcomings in service provision.
- 7) The carers shall maintain a good standard of work practice, keep a clean environment, be prepared to share and bear responsibility and when in doubt be able to know to whom to refer.
 - 8) The contractor and his personnel shall not divulge any information obtained in any way whether directly, indirectly, accidentally or otherwise during the performance of their duties in line with the General Data Protection Regulations.
 - 9) The carers shall maintain confidentiality, be polite, courteous and show respect for privacy.
 - 10) In order to ensure maximum security and compliance, all staff of the Contractor shall abide by any directive or instruction given by any official of the AACC given from time to time and shall fully co-operate in the implementation of any security measures imposed.
 - 11) In the event of non-compliance with such regulations or instructions by any employee of the Contractor, the AACC reserves the right to demand the immediate withdrawal and replacement of such employee by the Contractor.
 - 12) Contractor shall at all times deploy carers from the pool approved by AACC. The AACC shall have the right to request the Contractor to immediately re deploy and/or replace any person representing the Contractor who is deemed to be undesirable by the AACC or its representative.
 - 13) The Contractor is obliged to allocate the same carer wherever there are vacant rosters. On signing the contractual Agreement, the Head of Home / Activity Centre Coordinator / Case Manager Practice Nurse must inform the contractor on the number and type of roster/s which are vacant.
 - 14) The contractor shall carry out the services forming the subject of this contract in a manner that shall not cause inconvenience or affect the older persons residing in Care Homes for Older Persons/older persons attending Dementia Activity Centres/Night Shelters/older persons living in the community.

- 15) The contractor shall be responsible to provide daily services during such hours as may be communicated in writing by the AACC/Head of Home/Deputy Nurse/Case Manager Practice Nurse/Dementia Activity Centre Coordinator to the Contractor from time to time.
- 16) Should the Contractor anticipate at any time during the execution of the contact that employees will be unable to carry out the work within the contract time, must at once give notice accordingly, in writing, to the AACC/AACC Nursing Management/Head of Home/Deputy Nurse/Dementia Activity Centre Coordinator/Case Manager Practice Nurse explaining the cause of this.

17) Carers Uniform

The Economic Operator shall provide, at his/her own cost, uniform to all carers employed on this contract bearing the contractor's logo. As a minimum the uniform shall incorporate a tunic, trouser, cardigan and shoes. The Economic Operator shall ensure that all carers maintain a smart and clean appearance in line with the Dress Code Policy of the AACC and is bound to adhere to any amendments of the Dress Code Policy during performance of contract.

All carer workers or other authorized representatives shall wear means of photo identification provided by the Contractor. This form of identification must be worn at all times during employees' shift at Care Homes for Older Persons, Dementia Activity Centres and while on duty at AACC premises and beneficiaries' residences.

Staff is required to wear a uniform at all times when on duty.

Wherever staff changing facilities are available uniforms are to be worn only whilst on duty and should not be worn while commuting from home to work and vice versa.

The uniform should be clean and neatly pressed.

Hats or headgear may not be worn unless required for safety or as part of the uniform.

Shoes are to be clean and of an appropriate design applicable to their work environment. Flip flops are not acceptable for work. Sports shoes can be worn as long as they are clean, not fancy, well maintained and appropriate to the work environment.

- 18) The Contractor shall be in a position to employ suitably trained carers in accordance with the set requirements stipulated within this tender document. The Contractor within ten (10) calendar days from the date of the last signature on the contract agreement shall forward to the Contracting Authority the list of carers being proposed to carry out the services of carers in each Care Home for Older Persons / Dar Padova Activity Centre/Night Shelter.

When called for an interview the carers shall bring the following true copies of certificates:

- a) Details of the qualifications;
- b) Copy of the qualifications of the carers including Certification at MQF Level 3, Moving & Handling, Food Handling and Basic Life Support certificates;

- c) Valid Police Conduct certificate issued within the last month for all Maltese carers or stamped certificate by Embassy/Consulate and valid Police Conduct certificate issued within the last month for all carers who are foreigners as applicable;
- d) Copy of vaccination records against Hepatitis B and undergone Tuberculosis (TB) screening for both Maltese and foreign carers;
- e) Certificate of Attendance for the Induction Course and the Specialised Dementia induction Course carried out.

With regards to Safi Dementia Activity Day/Night Centre and the Case Management Service in the community the Contractor shall within thirty (30) calendar days from when being notified by the Contracting, to forward to the Contracting Authority the list of carers being proposed to carry out the required services.

When called for an interview the carers shall bring the following true copies of certificates:

- a) Details of the qualifications;
- b) Copy of the qualifications of the carers including Certification at MQF Level 3, Moving and Handling, Food Handling and Basic Life Support certificates;
- c) Certificate of Attendance for the Specialised Dementia Induction Course carried out including active participation and practice-based learning with theoretical or based knowledge-based content in the following topics:
 - i. Knowledge on dementia disorders;
 - ii. Person-centred care;
 - iii. Care interactions;
 - iv. Enriching the person's life via activities;
 - v. Understanding problem behaviours;
 - vi. Interacting with families;
 - vii. Care planning and use of restraints.
- d) Valid Police Conduct certificate issued within the last month for all Maltese carers or stamped certificate by Embassy/Consulate and valid Police Conduct certificate issued within the last month for all carers who are foreigners as applicable;
- e) Copy of vaccination records against Hepatitis B and that they have undergone Tuberculosis (TB) screening for both Maltese and foreign carers;

During interview, the Contracting Authority will assess and identify who of the carers should sit for the Maltese Language course. The Contracting Authority will inform by email the Service Provider prior to orientation/shadowing sessions with the list of carers required to sit for the Maltese proficiency test.

- 19) The Contractor shall at all times maintain the standard of the work to be carried out as per Section 3 - Terms of Reference, Article 4.2 - Specific Activities and 'Summary of Activities' attached to the satisfaction of the AACC/AACC Nursing Management/Head of Home/Deputy Nurse/Dementia Activity Centre Coordinator/Case Manager Practice Nurse. The Contractor shall, therefore, abide by any recommendations and instructions which are

given by the AACC/AACC Nursing Management/Head of Home/Deputy Nurse/Dementia Activity Centre Coordinator/Case Manager Practice Nurse aimed at improving the required standard.

- 20) The Contractor, his employees or agents shall not cause or permit to be done in the vicinity of the Care Homes for Older Persons/Dementia Activity Centres/beneficiaries own residence or in any part thereof, anything which might interfere with the due working of the Care Homes for Older Persons/Dementia Activity Centres/beneficiaries own residence or the performance of any operations connected therewith, or cause damage, inconvenience or discomfort to any person properly using the Care Homes for Older Persons or resorting thereto.
- 21) The contractor is duty bound to keep a record of all employees assigned for duties in the respective Care Home for Older Persons/Dementia Activity Centre/Dar Padova/Case Management Service as well as Vacation and Sick leave records.
- 22) All carers performing the requested services are to be given all compulsory statutory immunization and vaccinations provided by the Government to all Maltese citizens. If foreign carers are proposed, the Economic Operator shall provide all compulsory statutory immunization and vaccinations given to all Maltese citizens at his expense and these shall include vaccines against Hepatitis B. Moreover, the Economic Operator shall ensure that all proposed carers have undergone Tuberculosis (TB) screening. Furthermore, the Contractor shall be bound to conform with the Occupational Health and Safety Authority Act 2000 (Cap. 424).

A. Summary of Activities of a Carer working at a Care Home for Older Persons

Responsible to: AACC/Head of Home/Deputy Nurse

1. Assistance to residents:

- a) Assists residents in meeting their Activities of Daily Living and dietary requirements.
- b) Assist residents in personal care, hygiene and grooming.
- c) Distributes meals to residents according to their stated preference.
- d) Assists/feed residents in feeding to feed them when unable to do so.
- e) Participates in handovers (morning and evening).
- f) Follows the Individualized Care Plan and documents after care is given.
- g) Assists residents in sustaining mobility.
- h) Assists in moving, handling and turning of bed bound resident as required to avoid pressure sores and injury.
- i) Assists in transfer procedures of residents as, for example, from bed to chair, to wheelchair to stretcher both within and outside the Home as delegated.
- j) Helps residents in boarding and alighting from coaches/ambulances and other vehicles.

- k) Assists residents to meet their elimination needs when needed such as assisting residents to bathroom and using commodes.
- l) Delivers bedpans, urinals and other containers for voiding / elimination needs when required by residents.
- m) Changing of disposable containment products such pads, pull ups, nappies and incontinence sheets.
- n) Cares for urinary catheter making sure that the catheter is clean and urinary bag kept below pelvic area. Moreover, the catheter and urine bag tubing is secured and not kinked.
- o) Disposes of residents' organic waste, after the nursing staff would have made the necessary observation and/or recording.
- p) Takes action with regards to actual and potential health and safety hazards, seeking appropriate advice where required.
- q) Reports immediately to the nurse, any problems encountered while providing any care to the residents.
- r) Maintains resident safety through:
 - i. Using good hygiene techniques, particularly hand hygiene to prevent cross infection.
 - ii. Observing and assisting mental state of residents where appropriate.
 - iii. Assisting in providing the resident with a safe environment by removing, for example, loose carpets, unstable stools, and safely utilising all available Home equipment etc.
- s) Helps to make all residents comfortable.
- t) Establishes a caring trustful relationship with the resident leading to an effective carer/resident communication.
- u) Assists in the administration of last offices.
- v) Assists the interdisciplinary team during an emergency.
- w) Assists the nurse in giving treatment to the residents.
- x) Keeps residents' rooms neat.
- y) Stores and moves supplies.
- z) Accompanies and supervises on outings, to hospitals, health centres etc. for their respective appointments and for emergency care.
- aa) Carries out the following as and when asked:
 - i. Weighs residents and takes their height.
 - ii. Collects urine and empties urinary catheter bags.

2. Domestic Activities

- a) Carrying out bed-making.

- b) Assists in collection of crockery, cutlery and other utensils following residents' meals or servings.
- c) Cleans trolleys, beds, bedside lockers, bed tables and other Home apparatus / furniture.
- d) Cleans bedpans, urinals, containers for organic waste and other soiled receptacles, as well as soiled instruments.
- e) Keeps sluice-room clean and tidy.
- f) Moves safely and lifts heavy articles related to the Home.
- g) Participates in embellishment of the Home.
- h) Sorts out and stores clean linen.
- i) Disposes of soiled linen in appropriate laundry bags and wheels to disposal room in Home.
- j) Does ward errands.
- k) Assists in clerical duties.
- l) The carer may be delegated other caring tasks according to level of competence.
- m) The carer is also expected to participate in training/professional development programmes which will be required from time to time to enhance one's skills.

***** Caution: Carer must NEVER, even when instructed to, carry out the following:**

- a) Gives feeds to enterally fed patients.
- b) Provides care related to the provision of continuous, intermittent and bolus intravenous infusions.
- c) Treats wounds.
- d) Attempts to insert, change, irrigate any indwelling catheter/NG Tube/Stoma.
- e) Taking and recording B.G.M., Blood Pressure, Pulse and Temperature or gives subcutaneous injections (insulin administration)

B. Summary of Activities of a Carer working in a Dementia Activity Day/Night Centre

Responsible to: AACC/Head of Home/Deputy Nurse/Dementia Activity Centre Coordinator

- a) To assist in all aspects of physical care of service users to meet their needs, to the agreed standards.
- b) To give best practice standards of care to service users.
- c) To participate in comprehensive and dynamic range of activities carried out to service user.

- d) To demonstrate knowledge and understanding of issues affecting service users with dementia.
- e) To be aware of the benefits of key working, and to be responsible for specific clients, completing care plans and reports and attending reviews.
- f) To participate in providing the right environment to motivate and stimulate all service users and to meet their requirements.
- g) To participate in activities which successfully integrate service users into the social life of the service to meet their needs’.
- h) To encourage and enable users to develop and achieve their interests by providing a person-centred approach to meet their needs.
- i) To ensure that all service users are given opportunities for participation and to evaluate the effectiveness of the service to meet their needs and improve the services provided.
- j) To work effectively and efficiently in a team setting to ensure the smooth running on the centre.
- k) To keep themselves informed about activities which are used for therapeutic and rehabilitative purposes in the services.
- l) To participate in activity groups of service users to meet their needs to agreed standards.
- m) To liaise effectively with the officer in charge of the Dementia Care Centre, and other members of staff to meet the requirements of the centre to the agreed standards.
- n) To ensure that all activity areas are set up in an organised way, observing the Health and Safety procedures, to the agreed standard.
- o) To communicate with the officer in charge of the Dementia Care Centre and other senior staff, any concerns regarding service users.
- p) To show flexibility and initiative when working with clients to meet their needs.
- q) To complete care plans for service users as directed to agreed timeframes and standards.
- r) To comply with the department’s policies and procedures at all times. These include, but are not limited to equal opportunities, confidentiality, data protection and health and safety.
- s) To carry out any other duties as may be deemed appropriate to the carer, and under the guidance of the dementia activity centre coordinator and the AACC.

C. Summary of Activities of a Carer working within the Case Management Service

Responsible to: **Case Manager Practice Nurse**

Case management is the process of planning, co-ordinating and reviewing the care of an

individual in the community. Case management is meant to address complex, fragmented, duplicative and uncoordinated systems in the community. The Case Management Team will provide Case Management community care for those having chronic, ongoing and complex conditions.

The Case Management Team will be composed of Case Manager Practice Nurse/s, Nurses and Carers. The role of the carer in the Case Management Team is to assist the nurse in all procedures required to be carried out in the process of Case Management. The main role of the carer is to assist the nurse in providing good quality of care to all service users in the community. The carer is to follow up these cases in the community and report to the nurse any changes required in the Care Plans.

- a) Assist the Nurse Case Management Service to provide good quality of care to service users in the community.
- b) Assist the Nurse Case Management to formulate individualised Care Plans.
- c) Demonstrates ability to communicate effectively.
- d) Assist the Nurse Case Management in conducting audits.
- e) Serves as a point of reference in co-ordinating community care for a group of service users requiring Case Management.
- f) Assist individuals to participate in their own care and to remain living in their own home whenever possible by providing the needed assistance through health and community services.
- g) Carry out home visits to get a better insight and more vivid picture of the service users' situation, environment, support network and mental status among others.
- h) Assist the Nurse Case Management to explain and discuss any health issues and concerns with the client and the informal carers.
- i) Be an active member of the interdisciplinary professional team and work/liase with other professionals, entities, NGOs, health and social services so as to ensure optimal care to the service user.
- j) Alert the Case Manager Nurse of any changes in the service user's health and behaviour status.
- k) Assist the Case Manager Nurse to devise standardised/specific Care Plans for service users.
- l) Provide health promotion education to the service user, informal carer and relatives.
- m) Monitor and follow up service users and the family and together with other professionals.
- n) To monitor any changes in service user requirements, responding according to agreed expectations and providing prompt feedback to relevant contacts.
- o) Demonstrates an understanding of informal service users' needs and provides support and information as required.

- p) Utilizes established criteria to identify abuse and follow standards of care to recognize and report mistreatment.
- q) Making use of Information Technology systems, so as to maintain and effective information base of useful information required for sharing of information so as to ensure a smooth operation of service provision.

3. Code of Conduct

- a) Be understanding and show respect and dignity to elderly, relatives and colleagues.
- b) Carry out with diligence and safety those duties delegated by health care professionals.
- c) Maintain confidentiality.
- d) Submit ideas/proposals towards the improvement in quality of service.
- e) Respect the cultural, spiritual and religious beliefs of older persons and relatives.
- f) Be punctual for duty.
- g) Attire and attitudes should reflect the mission of the organisation.
- h) When on duty be always neatly groomed and wearing appropriate attire.
- i) Long hair is to be neatly tied up and nails clipped and kept short. Nail extensions are not permitted.
- j) Rings and jewellery, (apart from marriage ring) are to be removed before starting the duty.
- k) Carers should comply with the Dress Code as stipulated by the AACC.

4. Dress Code

a) PURPOSE

- i. To establish the standard dress code for employees working at Active Ageing and Community Care Department and other entities falling under its remit.
- ii. To inform all staff working within the Active Ageing and Community Care Department and other entities falling under its remit about the expected dress code.

b) INFORMATION

The nature of the work brings the employees in direct contact with members of the public. In some instances, staff is exposed to specific risks related to their work such as infectious diseases. Both from a public relations point of view, and from a safety point of view, it is important that all staff should be appropriately attired at all times.

c) UNIFORMS

- i. When staff are required to wear a uniform, this should be worn at all times when on duty.
- ii. The uniform should be clean and neatly pressed.

d) IDENTIFICATION BADGE

Every employee should wear a personal identification card including his/her photograph. This card is to be worn at all times whilst on duty and must be displayed on the front portion of the outer garment, clearly visible and not obscured in any way.

e) PERSONAL HYGIENE

Both from a public relations point of view as well as a sign of respect to work colleagues, all staff deployed are required to present themselves at work in an acceptable level of personal hygiene.

f) SHOES

Shoes are to be clean and of an appropriate design applicable to their work environment. Flip flops are not acceptable for work. Sports shoes can be worn as long as they are clean, not fancy, well maintained and appropriate to the work environment.

g) MAKEUP AND COSMETIC FRAGRANCES

If makeup is worn this is to be subdued and in conformity with the professional appearance that staff should project. Should cosmetic fragrances be used, these are to be of subtle nature and used in moderation so as not to be overpowering or cause irritation to elderly persons/or colleagues.

h) JEWELLERY

Jewellery worn must be appropriate to the work environment and project a professional image in accordance with infection control and safe work practices, both for the staff members themselves and also for elderly persons and colleagues.

i) HAIR STYLES

Hair, beards and moustaches are to be clean and well groomed. Hairstyles are to respect infection control and safe work practices of the particular area and portray a professional image at all times. Long hair should be tied back and put off the shoulder while working.

j) NAILS

Nails have to be of a length that does not interfere with work and are in line with infection control and safe work practices. Nail polish/art/varnish can be applied, if it is in line with infection control policies and safe work practices.

k) BODY ART

Tattoos and body art must be covered at all times unless absolutely impossible.

l) PIERCING

Visible body piercing decorations, with the exception of one pair of appropriate earrings, must be removed or covered at all times while on duty.

m) ATTIRE WHEN ATTENDING ACTIVITIES ON BEHALF OF THE SERVICE

When attending training courses, seminars, etc under the auspices of the AACC or when representing AACC at meeting, it is expected that all staff will dress appropriately in order to project a professional image for oneself and for the AACC.

n) PERSONAL CLOTHING

Clothing worn at work which is not part of the uniform and is bought on one's own initiative, e.g. over-jackets etc, should, as much as possible, follow a similar colour scheme as that of uniform items of clothing.

o) CHEWING GUM

This habit conveys a slap stick image and staff are banned from chewing gum while on duty.

p) MANAGER'S RESPONSIBILITY

Heads of Departments may issue specific guidelines as necessitated by the requirements of the particular department/unit falling under their responsibility. These guidelines are to reflect the general principles presented in this policy.

Managers/Heads of Sections are responsible to ensure that all staff working in their area follows the dress code policy; they are to take appropriate actions, which may include disciplinary action, when staff violates this policy.

4.3 - Project Management

4.3.1 *Responsible Body*

The final beneficiary who will be responsible for managing the contract is Active Ageing & Community Care.

4.3.2 *Management Structure*

The services provided by the Contractor will be under the management of the particular Care Home for Older Persons/Dementia Activity Day/Night Centre/Case Manager Practice Nurse. Any issues that may arise and which may not be solved at Care Home level/Dementia Activity Centre/Case Manager Practice Nurse must be dealt with AACC management and the Contractor is expected to collaborate with AACC management.

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

As appropriate.

5. Logistics and Timing

5.1 – Location

The location from where the project will be managed will be the Active Ageing & Community Care Qormi. However, the provision of carer services shall be as per below:

- Lot 1 - Carer Services for Bormla, Floriana & Mosta Care Homes for Older Persons, Safi Dementia Activity Day/Night Centre, Dar Padova Dementia Activity Centre/Night Shelter Gozo
- Lot 2 - Carer Services for Mtarfa Care Home for Older Persons
- Lot 3 - Carer Services for Mellieha Care Home for Older Persons
- Lot 4 - Carer Services for Case Management Service in the Community

5.2 - Commencement Date & Period of Execution

The provision of carer services to Care Homes for Older Persons and Dar Padova (Dementia Activity Day/ Night Centre) shall commence within **three (3) weeks from the date of the last signature on contract agreement**: these three (3) weeks shall be utilised for interviews and mobilisation purposes.

With regards to Safi Dementia Centres; this Centre is not yet in function, however, when carers will be required, the Service Provider will be informed in writing **three (3) weeks in advance**. These three (3) weeks shall be utilised for interviews and mobilisation purposes.

With regards to the Carer services for the case management service in the community, this is a new service, however, when carers will be required the Service Provider will be informed in writing three (3) weeks in advance. These three (3) weeks shall be utilised for interviews and mobilisation purposes.

The Contract shall run for a period of one (1) year from the date of the last signature on contract agreement being that of the Contracting Authority.

6. Requirements

6.1 – Personnel and Key Experts

6.1.1 Key Expert - Supervisor

For this tender, the **Key Expert in the role of Supervisor shall be as a minimum a Senior Carer/Carer** having at least MQF Level 4 qualification (or equivalent) in health care issued by a registered and licensed institution and that qualification must have a certificate of MQF grading (or equivalent) issued by Malta Qualification Recognition Information Centre (MQRIC) or University of Malta (UOM). If the equivalent certificate is not issued by MQRIC, the Economic Operator is responsible to ascertain that such certificate is recognised by the Malta Qualification Recognition Information Centre. The proposed Key Expert shall have as a minimum five (5) years' experience in caring and who is fluent in English (written and spoken).

The Economic Operator shall provide details including CVs, qualification certificates including MQF Level, Food Handling and Basic Life Support certificates for the proposed Key Expert as listed in Section 1, Article 5 (C) (i) 2.

The Supervisor shall be employed on an on call 24-hour basis and will be responsible for the co-ordination of the service provision and to assist with the replacements/rosters. Supervisor shall allocate a minimum of four (4) hours weekly on-site visit at each Care Home, Dementia Activity Day/Night Centre and Case Management Service in the community. An attendance sheet shall be submitted per month and shall be certified correct by the Head of Care Home, Dementia Activity Coordinator or Case Management Practice Nurse as applicable. Supervision expenses are to be incurred by the contractor.

Show through the submission of a write-up report of approximately 1,500 - 2,000 words how the Key Expert will ensure that the following tasks will be carried out in a timely manner:

- a) Provision of advice and assisting the carers on duty to determine way forward with regards to issues arisen during service provision.
- b) Provision of advice and making recommendations to the Contracting Authority related to service provision.
- c) Attending to meeting/s requested by the Contracting Authority.
- d) Co-ordination of adequate level of service provision including but not limited to provision of assistance on a 24/7 basis (including Sundays and Public Holidays).
- e) Assistance with replacements/rosters.
- f) Proper supervision and inspection of carers deployed, at least a minimum of four (4) hours weekly on-site visit at each Care Home for Older Persons, Dementia Activity Day/Night Centre and Case Management Service and a copy of inspection report is to be submitted monthly by the Service Provider to the Contracting Authority.
- g) Strengths, weaknesses, opportunities and threats of the project and possible ways to mitigate these

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.

6.1.2 *Support Staff and Backstopping*

The Contractor is to ensure availability as appropriate of Support Workers and backstopping for the proper execution of the contract.

6.2 – Accommodation

No accommodation shall be provided for this contract.

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.

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 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.

7. Reports

7.1 - Reporting Requirements

The Service Provider shall keep any records as may be reasonably required by the AACC Representative. Such records shall consist of documents which serve to provide evidence that any services to be performed by the Service Provider have been performed in accordance with agreed terms and standards, and in accordance with applicable good and prudent practices. The said records shall be open to inspection without prior notice by the AACC Representative which may, if it requires, request and obtain a copy of the said records.

7.1.1 AACC shall pay the Service Provider for services rendered on a monthly basis. All invoices issued by the Service Provider shall be accompanied by timesheets of all carers working in the respective Care Home for Older Persons / Dementia Activity Centre / Case Management Service in the Community.

The invoice shall include the following details:

- Name of Care Home for Older Persons / Dementia Activity Centre / Case Management Service in the Community
- Month when services are carried out
- Total hours for weekdays including Saturdays
- Total hours for Sundays and Public Holidays

- Hourly rate for weekdays including Saturdays and
- Hourly rate for Sundays & Public Holidays

The **timesheet** shall include the following details:

- Date when work was performed
- Name and surname of carer
- Time in
- Time out
- Signature of person in charge
- Hours worked on weekdays including Saturdays
- Hours worked on Sundays & Public Holidays
- Indication if carer was on leave or sick leave

The Contracting Authority reserves the right to request additional details as it deems necessary.

7.1.2 The Service Provider shall submit an Incident Report within twenty-four (24) hours from occurrence of incident. In case of serious incidents, Service Provider shall inform Contracting Authority imminently. The Service Provider is to adhere to any respective Standard Operating Procedure which will come into force following signing of contract agreement.

7.1.3 The successful contractor must ensure that s/he has the necessary resources to guarantee the replacement of staff on vacation and sick leave. The Contractor is to ensure an efficient and uninterrupted provision of services at all times. Emergency replacements shall be provided by the Service Provider within two (2) hours from notification. With regards to replacement of staff, if for example a replacement is required at Mtarfa Home, the Service Provider shall provide staff from Mtarfa Home staff complement who are already employed at Mtarfa Home. This applies to the other Care Homes for Older Persons.

All absenteeism, including Vacation and Sick leave and any other form of leave has to be made good by the contractor from a relieving pool chosen by the AACC and already provided with orientation/ shadowing session at the respective home where staff replacement is needed. The relieving pool shall be managed directly by the Contractor. The AACC may reduce the number of carers at any one time within the terms of the contract. The contractor shall be informed officially in writing at least one (1) week in advance.

7.1.4 The Service Provider shall submit a **Daily Emergency Staff Replacement template** illustrating daily emergency replacements per Government Care Home for Older Persons / Dementia Activity Centre and Standard Operating Procedure as to how emergency staff replacement is dealt within the stipulated timeframes. It is imperative to note that in case of emergency leave or sick leave it is the Service Provider who shall make the necessary arrangements and contact the respective staff for replacement.

7.1.5 Changes in the staff allocated at each entity.

7.1.6 Replacement of personnel indicating if this was at management's request.

7.1.7 The Service Provider shall submit a Complaints Report further to investigations carried out following any complaint made against the Contractor's personnel. Complaints are to be made and presented in writing to Contractor either through an official written letter or by e-mail. This should also include any action/s taken and/or recommendations.

- 7.1.8 Other incidents that result from the action of the Contractor's personnel / Supervisor.
- 7.1.9 Interim progress reports must be prepared every six (6) months during the period of execution of the contract.
- 7.1.10 There must be a final progress report and final invoice at the end of the period of execution. The draft final progress report must be submitted at least one (1) month before the end of the period of execution of the contract. Note that these interim and final reports are additional to any required in Section 4.2 of these Terms of Reference.
- 7.1.11 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. Within six (6) months from the date of signature on contract the first risk assessment report shall be submitted to the Contracting Authority 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.

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

General - Penalty Clauses

- 1) Each time the Service Provider is found to be in default of the Service Provider's suitable resource levels obligation - **€300 per incident per day.**
- 2) Each time that the Senior Care Worker/Carer assigned to that particular Care Home or Entity are not on site - **€300 per incident per day.**
- 3) Failure to submit the records and returns as specified in Section 3, No 7.1 Reporting Requirements - **€300 per failure.**
- 4) Failure to immediately effect replacement of personnel and/or direct management staff - **€400 per incident per day.**

Where the Contractor is unable to provide a replacement on a number of occasions, the Contracting Authority will send written notification letters, after which the Contracting Authority may either decide to terminate the contract, if the proper performance is jeopardized, or the Contracting Authority has the right to find an alternative Service Provider and charge the contractor the full costs incurred, as well an additional 50% of the said costs, as a penalty.

- 5) Failure to replace a carer within two (2) hours from notification by the Contracting Authority, should it be known that the service is not being carried out properly due to a language barrier - **€300 per incident per day.**
- 6) Any unlawful, riotous or disorderly conduct by any of the Contractor's personnel against or amongst the Contracting Authority's personnel - **€400 per incident.**
- 7) Failing to attend, investigate and effectively remedy any complaint presented in writing to Contractor either through an official written letter or by e-mail made against the Contractor's personnel within a maximum of five (5) hours from issue of such complaint from Head of Home / AACC Management - **€300 per incident.**
- 8) Failure to abide by the Contracting Authority's policies and directives including but not restricting to those relating to, security, safety and environmental protection and any other policies and directives which may come into force following award of contract agreement - **€300 per incident.**
- 9) Failure of the Service Provider's employees and/ or subcontracted employees to maintain a smart and clean appearance at all times when providing the service at Care Homes for Older Persons / Dementia Activity Centre/s / Night Shelter / Case Management Service in the community - **€200 per incident.**
- 10) Failure of the Service Provider's employees and/ or subcontracted employees to wear the appropriate uniforms, identification tag and protective clothing or equipment, or, are, otherwise in breach of Health and Safety Regulations - **€200 per incident.**
- 11) Failure to comply with the administrative orders issued in terms of the Contract by the Contracting Authority, subject to a fifteen (15) day notice to be issued by the Contracting Authority - **€200 per day default.**
- 12) Failure to inform the Contracting Authority of any error, omission, fault, incident and defect - **€200 per incident.**
- 13) Failure to provide documentation regarding proposed personnel to be employed for verification purposes for the implementation of the contract (Valid Police Conduct certificate issued within the last month for all Maltese carers or stamped certificate by Embassy/Consulate and valid Police Conduct certificate issued within the last month for all carers who are foreigners as applicable and qualifications where applicable) - **€100 per day default for each employee.**
- 14) Failure to maintain insurance policies, including but not limited to medical insurance and professional indemnity insurance - **€100 per day default.**
- 15) Failure to give vaccinations/immunisation and ensuring that the carers have undergone Tuberculosis (TB) screening - **€250 per day default.**
- 16) Failure to provide training to the care workers by the stipulated timeframe as required in the Terms of Reference - **€150 per day default for each care worker and training course.**

Provided that the imposition of the deductions as aforesaid shall not waive the Service Provider's duty to perform any of its obligations or to rectify any of the shortcomings giving rise to the deduction.

Provided further that the deductions as aforesaid shall be effected by way of penalty and without prejudice to AACC's right to claim damages from the Service Provider if the Service Provider's default's result in such damages.

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)- not applicable

These are available to view and download from the 'Resources Section' at: 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

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).