

Request for Proposals for the Provision of Home Help in  
the Community Services in Malta for  
the Active Ageing & Community Care (AACC)

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

**RP04/2021 - AACC/91/2021**

Issue Date: **25<sup>th</sup> June 2021**

Response/Submission Date and Time: **5<sup>th</sup> July 2021 till 10.00am**

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

**Telephone: 22788800/444/445  
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# SECTION 1 - INSTRUCTIONS TO TENDERERS

## 1. General Provisions

- 1.1 The subject of this request for proposal is the provision of Home Help in the Community Services for Active Ageing and Community Care to elderly and persons with special needs identified and approved by Active Ageing and Community Care (AACC).
- 1.2 The place of acceptance of the services shall be the **Active Ageing and Community Care. The contract shall be effective from the date of the last signature on contract agreement and the successful tenderer will have two (2) weeks to be used for mobilisation purposes**, the time-limits for the execution of the contract shall be for a period of **one (1) year from the date of the last signature on contract agreement**, and the INCOTERM<sup>2010</sup> 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 **€3,208,660.00** excluding VAT.

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

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

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

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

All submissions will be dealt with in strictest confidence.

## **2. Timetable**

Clarifications can be sought by not later than **noon (12:00pm) of Thursday 1st July 2021**. Any queries and requests for clarifications are to be sought through email: [procurement-aacc@gov.mt](mailto:procurement-aacc@gov.mt)

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

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

**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 Monday 5<sup>th</sup> July 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) if applicable, the number of the lot(s) to which the tender refers;
- (iv) 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** and on the AACC website.

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

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

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

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

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

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

**(A) Eligibility Criteria**

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

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

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

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

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

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

- (a) **Suitability<sup>(Note 2)</sup> - NOT APPLICABLE**
- (b) **Economic and Financial Standing<sup>(Note 2)</sup>**

**Bidders submitting offers must meet the following minimum requirements.**

**General Yearly Turnover**

The Economic Operator shall provide its general yearly turnover for the past three (3) financial years being 2018-2020 to ensure that he has the financial capability to operate such a project according to the criteria hereunder.

The minimum yearly turnover during the past three (3) years (being 2018-2020) shall be not less than €1,000,000 in total/per year. This information shall be included in the indicated field of the ESPD.

- (c) **Technical and Professional Ability<sup>(Note 2)</sup>**

**i. For Service Contracts: Performance of Service of the Specified Type**

List of principal services of a similar nature being **Home Help in the Community Services to the elderly and vulnerable groups** to substantiate the below. The list should include:

- a. The number of services of a similar nature as described above effected during the last three (3) years (being 2018 - 2020). The minimum value must not be less than two (2) similar services for the quoted period.
- b. The value of services of a similar nature as described above effected during the last three (3) years (being 2018 - 2020). The minimum value must not be less than €1,000,000 excl. VAT, in total for the quoted period.

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

### **Subcontracting Proportion**

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

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

It is being understood that if the information being requested regarding sub-contracting is left empty, it will be assumed that no sub-contracting will take place (0% subcontracting)

- (d) **Quality Assurance Schemes and Environmental Management Standards** <sup>(Note 2)</sup> - **NOT APPLICABLE**

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

### **(C) Specifications**

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

**The Technical offer shall include the following:**

**Tenderer's Technical Offer (Organisation and Methodology)** <sup>(Note 3)</sup>

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

**Key Experts - Home Help Service Coordinators** - who will be in liaison with the Active Ageing and Community Care for the smooth and efficient running of the

service as further amplified in Clause 6.1.1 'Key Experts' of Section 3 'Terms of Reference'.

Public employees may be recruited as experts as long as it is ascertained through the attached self-declaration; that they do not fall in any of the provisions laid down in the Public Administration Act - Chapter 497 of the Laws of Malta (First Schedule Code of Ethics Article 5).

This self-declaration is to be endorsed by all Key Experts (who are also Public Employees). <sup>(Note 2)</sup>

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

#### **(D) Financial Offer**

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

#### **Notes to Clause 5:**

*1. Tenderers will be requested to clarify/rectify, within five (5) working days from notification, the tender guarantee only in the following four circumstances: incorrect validity date, and/or incorrect value, and/or incorrect addressee and incorrect name of the bidder. Rectification in respect of the Tender Guarantee (Bid Bond) is free of charge. (currently Bid Bonds are not applicable)*

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

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

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

#### **4. Criteria for Award**

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

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

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

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

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

## 6.2 The Evaluation Process:

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

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

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

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 (70)\*\* or more and/or those which have achieved the set threshold for individual criterion/sub-criterion) will be evaluated. The Evaluation Committee will also check that the financial offers contain no arithmetical errors.

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

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

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



## Overall Best Price Quality Ratio (BPQR) evaluation

Conclusion of tender evaluation under BPQR:

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

Where:

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

### Evaluation Grid

Criteria/Sub-criteria	Total Criteria Weight	TOTAL POINTS	Points on ePPS
A.	PERSONNEL TO BE EMPLOYED ON CONTRACT	12	
	SUB-CRITERION 1 - HOME HELPERS COURSES & TRAINING	Maximum: 12 points	
	<p>The Economic Operator is to submit:</p> <p>i. A Declaration that all personnel performing the requested service shall have the ability to communicate in both Maltese and English and that non-Maltese speaking helpers will be provided with a basic course in the Maltese language within six months of employment. All expenses related to the Maltese language lessons are to be incurred by the Economic Operator (2 points);</p> <p>ii. A Declaration that all personnel performing the requested service shall have a clean police conduct certificate issued within the last one (1) month from the last date on contract agreement (2 points);</p> <p>iii. A Declaration that all personnel performing the requested service shall be given at least eight (8) hours of</p>	<p>2 points or 0</p> <p>2 points or 0</p>	<p>100% or 0</p>
	<b>MANDATORY</b>		

	<p>training to ensure quality service provision. The training should be delivered by competent persons and a certificate of attendance should be given to every attendee. Expenses are to be incurred by the Contractor (4 points);</p> <p>iv. A proposal including the training programme and duration is to be submitted. This must include, but not limited to, training on general cleaning, infection prevention and control, standards of service delivery and customer care (4 points).</p> <p>As per Section 3 'Terms of Reference', Clause 4.2 'Specific Activities', Spec 2 'Home Helpers' and Spec 3 'Training Course'.</p> <p><i>For the above criteria, '0' score shall be allotted if the required declarations are not submitted whereas full marks will be given if the requested declarations are provided accordingly.</i></p>	<p>4 points or 0</p> <p>4 points or 0</p>	
<b>B.</b>	<b>CONTRACT MANAGEMENT AND OPERATIONS - OVERALL COORDINATIONAL STRATEGY AND CONTRACT INFRASTRUCTURE</b>	<b>71 points</b>	
	<b>SUB-CRITERION 1 - QUALITY OF SERVICE PROVISION</b>	<b>Maximum: 34 points</b>	
<b>MANDATORY</b>	<p>The Economic Operator is to submit the proposed methodology (scheduled work plan) through a write-up report of approximately 4,000 - 4,500 words demonstrating how the Economic Operator shall ensure that the expected level of service is to be provided. This shall include, but not limited to:</p> <p>i. Vision and mission for the quality of the provided service (2 points);</p> <p>ii. List of Standard Operating Procedures (SOPs) and Policies including the following:</p> <ul style="list-style-type: none"> <li>• Complaints (2 points);</li> <li>• Incident Reporting (2 points);</li> <li>• Disciplinary Proceedings (2 points);</li> </ul>	<p>Maximum of 2 points</p>	

	<ul style="list-style-type: none"> <li>• Smoking (2 points);</li> <li>• Substance Abuse (2points);</li> <li>• Mobile Use (2 points);</li> <li>• Gifts Policy (2 points);</li> <li>• Uniform (2 points);</li> <li>• Data Protection and Confidentiality (2 points);</li> <li>• Zero Tolerance to Abuse (2 points).</li> </ul>	Maximum: 2 points every criteria	Allotment of marks within a spectrum of 0 to 100%
MANDATORY	<p>iii. Actions taken to rectify shortcomings in service provision (2 points);</p> <p>As per Section 3 ‘Terms of Reference’, Clause 4.2 ‘Specific Activities’, Spec 8 ‘Quality of Service Provision’</p>	Maximum: 2 points	
MANDATORY	<p>iv. A Declaration that the Economic Operator has an adequate IT infrastructure to support day-to-day work as well as would be in a position to utilise an IT system or software provided by Active Ageing and Community Care if requested (2 marks);</p> <p>As per Section 3 ‘Terms of Reference’, Clause 4.3 ‘Additional Services’, Spec 4.3.3 ‘IT System’</p>	Maximum: 2 points	
MANDATORY	<p>v. A list of measures of how the Economic Operator aims to ensure that new requests for Home Help services are commenced within the timeframe indicated in Clause 4.4 of Section 3 ‘Terms of Reference’ as well as to how urgent cases will be catered for (4 points);</p> <p>As per Section 3 ‘Terms of Reference’, Clause 4.4 ‘Response time to allocate new services’</p>	Maximum: 4 points	
	<p>vi. A list of measures of how the Economic Operator aims to ensure that effective mechanisms to replace the Contractor’s Home Helpers as well as to relieve Active Ageing and Community Care’s Home Helpers are in place (4 points).</p> <p>As per Section 3 ‘Terms of Reference’, Clause 4.5 ‘Replacement mechanism for vacation leave and sick leave’</p>	Maximum: 4 points	

	<p><i>For the above criteria, points shall be allotted within a spectrum from 0% to 100%. If '0' is allotted in respect of any of the criteria, the offer shall be disqualified.</i></p>		
	<p><b>SUB-CRITERION 2 - BACK-UP CAPACITY (CONTINGENCY PLANS)</b></p>	<p><b>Maximum: 8 points</b></p>	
<p><b>MANDATORY</b></p>	<p>The Contractor must ensure that s/he has the necessary resources to guarantee an efficient and uninterrupted provision of services at all times. The Contractor shall have in place a contingency plan that can realistically deal with the below eventualities.</p> <p>The Economic Operator is to submit a Contingency Plan through the submission of a write-up report in the form of a write-up report of approximately 2,000 to 2,500 words. The contingency plan is to include the <b>response time in the event of emergencies</b> and which shall also include at least provisions for the following:</p> <ol style="list-style-type: none"> <li>i. Substitution of personnel in case of sick at short notice/emergency leave and/or for any reason if personnel fails to report duty, resignation or exoneration within a maximum of twenty-four (24) hours (2 points);</li> <li>ii. Substitution of personnel in case of unexpected absence, such as industrial actions affecting the Contractor's workforce within a maximum of twenty-four (24) hours (2 points);</li> <li>iii. Breakdown of public transportation system that may affect the ability of staff to arrive punctually at their work place within a maximum of twenty-four (24) hours (2 points);</li> <li>iv. Force majeure situations including any act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, fire, explosion or exceptionally bad weather (2 points).</li> </ol>	<p>Maximum: 2 points every criteria</p>	<p><b>Allotment of marks within a spectrum of 0 to 100%</b></p>
<p><b>MANDATORY</b></p>			

	<p>As per Section 3 ‘Terms of Reference’, Clause 4.2 ‘Specific Activities’, Spec 9 ‘Contingency Planning’.</p> <p><i>For the above criteria, points shall be allotted within a spectrum from 0% to 100%. If ‘0’ is allotted in respect of any of the criteria, the offer shall be disqualified.</i></p>		
	<b>SUB-CRITERION 3: REPORTING REQUIREMENTS</b>	<b>Maximum: 10 points</b>	
<b>MANDATORY</b>	<p>The Economic Operator is to submit a write-up report of approximately 1,000 - 1,500 words together with templates indicating the following Reporting Requirements:</p> <ul style="list-style-type: none"> <li>i. Draft Monthly Report Template including rosters to illustrate the number of hours rendered in requested services for the respective month (2 points);</li> <li>ii. Draft Weekly Report Template of relieving services (2 points);</li> <li>iii. Draft Weekly Report Template of clients who refused service (2 points);</li> <li>iv. Draft Attendance Record Sheet Template of Home Helpers (2 points);</li> <li>v. Draft Report Template in case of any incidents or complaints logged (2 points).</li> </ul> <p>As per Section 3 ‘Terms of Reference’, Clause 7.1 ‘Reporting Requirements’</p> <p><i>For the above criteria, ‘0’ score shall be allotted if the required templates are not submitted whereas full marks will be given if the requested templates are provided accordingly.</i></p>	2 points or 0 for every criteria	100% or 0
	<b>SUB-CRITERION 4 - KEY EXPERTS (HOME HELP SERVICE COORDINATORS)</b>	<b>Maximum: 14 points</b>	
	<p>The Contractor shall appoint Home Help Service Coordinators who will be in liaison with the Active Ageing and Community Care for the smooth and efficient running of the service. In the Home Help Service Coordinator’s absence, a deputy Service Coordinator/representative shall be present.</p> <p>The Economic Operator is to submit:</p>		

<p><b>MANDATORY</b></p>	<p>i. A Declaration that the Economic Operator will employ the required number of Home Help Service Coordinators at a minimum ratio of one Service Coordinator per 600 households (Currently the number of households who use Home Help service stands at around 3000) (2 points).</p> <p>As per Section 3 ‘Terms of Reference’, Clause 6.1.2 ‘Support Staff and Backstopping’.</p> <p>ii. A Declaration that Home Help Service Coordinators will have a minimum of three (3) years’ work experience in hospitality services, management or operations and that they will be in possession of MQF Level 5 (or equivalent) in Management, Human Resources, Operations, Hospitality or other comparable qualification (2 points).</p> <p>As per Section 3 ‘Terms of Reference’, Clause 6.1.1 ‘Key Expert - Home Help Service Coordinators’.</p> <p><i>For the above criteria, ‘0’ score shall be allotted if the required templates are not submitted whereas full marks will be given if the requested templates are provided accordingly.</i></p>	<p>2 points or 0</p> <p>2 points or 0</p>	<p>100% or 0</p>
<p><b>MANDATORY</b></p>	<p>The Economic Operator is to show through the submission of a write-up report of approximately 1,000 - 1,500 words how the Home Help Service Coordinators will ensure that the following tasks will be carried out in a timely manner:</p> <p>a. Plan and coordinate visits to introduce helpers to clients when introducing new service and/or when helpers are changed (2 points);</p> <p>b. Responsible for all aspects of the day-to-day operations ensuring smooth efficient service provision that meets the expectations and needs of the clients and the Contracting Authority, managing staff teams and ensuring compliance with service delivery standards and that the quality of the</p>	<p>Maximum of 2 points</p> <p>Maximum of 2 points</p>	

<p><b>MANDATORY</b></p>	<p>services provided meets tender requirements (2 points);</p> <p>c. Deal with incidents/complaints related to Clause 4.6 of Section 3 'Terms of Reference' (2 points);</p> <p>d. Liaise with Active Ageing and Community Care's Home Help Administration Office and Area Supervisors to report incidents/issues during service provision as well as to submit the required reports/lists as per Clause 7.1 of Section 3 'Terms of Reference' (1 point);</p> <p>e. Provide advice and make recommendations to the Contracting Authority related to service provision (1 point);</p> <p>f. Attend a minimum of four (4) meetings with the Contracting Authority, or as requested (either the Home Help Service Coordinator or his/her representative) (1 point);</p> <p>g. Assist with replacements and rosters (1 point).</p> <p>As per Section 3 'Terms of Reference', Clause 6.1.1 'Key Expert - Home Help Service Coordinators'.</p> <p><i>For the above criteria, points shall be allotted within a spectrum from 0% to 100%. If '0' is allotted in respect of any of the criteria, the offer shall be disqualified.</i></p>	<p>Maximum of 2 points</p> <p>Maximum of 1 point</p> <p>Maximum of 1 point</p> <p>Maximum of 1 point</p> <p>Maximum of 1 point</p>	<p><b>Allotment of marks within a spectrum of 0 to 100%</b></p>
	<p><b>SUB-CRITERION 5 - UNIFORM/ATTIRE</b></p>	<p><b>Maximum: 5 points</b></p>	
	<p>The Economic Operator is to submit:</p> <p>i. Details of the uniform/attire together with a clear coloured visual/picture/photo illustrating all minimum requirements, including the Economic Operator's logo and the identification badge showing the employees' details coloured photo and Economic Operator's logo (3 points).</p>	<p>3 points or 0</p>	<p><b>100%</b></p>

<b>MANDATORY</b>	<p>As per Section 3 'Terms of Reference', Clause 4.2 'Specific Activities', Spec 4 'Uniform'</p> <p>ii. A declaration that the Economic Operator will supply employees with a visor/mask/surgical mask, disposable gloves and alcohol sanitisers. In the case of surgical masks, a new mask per day is to be given to every employee (2 points).</p> <p>As per Section 3 'Terms of Reference', Clause 4.2 'Specific Activities', Spec 5 'Protective Clothing and Products'</p> <p><i>For the above criteria '0' score shall be given if the required submissions are not submitted whereas full marks will be given if the requested submissions are provided accordingly.</i></p>	2 points or 0	or 0
<b>C.</b>	<b>SOCIAL ASPECTS</b>	<b>17 points</b>	
	<b>Any information regarding third parties is to be blacked out in line with GDPR</b>		
	<b>SUB-CRITERION 1 - EQUAL OPPORTUNITIES</b>	<b>Maximum: 5 points</b>	
	<p><b>N.B. to Sole Traders/ Companies with no Employees:</b>  'Sole Traders/Companies with no Employees' that are sub-contracting the services to known third parties, at tendering stage, are also to provide the necessary proof/evidence as per the set requirements of the 'Company with Employees' on behalf of the sub-contractors.</p>		
<b>ADD-ON</b>	<p>The Economic Operator is to submit:</p> <p>i. Evidence that the Economic Operator is an Equal Opportunities employer in line with the Equality Mark or equivalent (3 points).</p> <p><i>A copy of the NCPE (or equivalent) Equality Mark certificate is to be provided.</i></p> <p><i>For the above criteria, 1% of the maximum score shall be allotted if the required documentary evidence are not submitted whereas full marks</i></p>	3 points or 1%	<b>100% or 1% as a minimum</b>



	<i>will be given if the requested documentary evidence are provided accordingly.</i>		
<b>MANDATORY</b>	<p>ii. Proof that the Economic Operator meets the Legal Requirements for the employment of disabled people (2 points).</p> <p><i>Proof/evidence through appropriate documentation through Jobs Plus or the relative state body shall be provided.</i></p> <p><i>For the above criteria, '0' score shall be allotted if the required documentary evidence are not submitted whereas full marks will be given if the requested documentary evidence are provided accordingly.</i></p>	2 points or 0	100% or 0
<b>SUB-CRITERION 2: PROOF OF GOOD WORKING CONDITIONS</b>		<b>Maximum: 9 points</b>	
	<p><b>N.B. to Sole Traders/ Companies with no Employees:</b>  'Sole Traders/Companies with no Employees' that are sub-contracting the services to known third parties, at tendering stage, are also to provide the necessary proof/evidence as per the set requirements of the 'Company with Employees' on behalf of the sub-contractors.</p> <p><b>All proof submitted should not rely on 3<sup>rd</sup> party information such as employee personal details. All 3<sup>rd</sup> party personal details should be blacked out.</b></p>		
<b>MANDATORY</b>	<p>The Economic Operator is to submit proof indicating the following:</p> <p>i. Wages are paid by credit transfer - costs of which are borne by the Contractor (2 points);</p> <p><i>Proof is to be provided eg: Agreement between Bank or Written communication between bidder and Bank confirming direct credit settlement of wages.</i></p>	2 points or 0	100% or 0
<b>MANDATORY</b>	<p>ii. Employees have a written contract (2 points);</p> <p><i>Economic Operators are expected to provide a copy of a written contract agreement between the bidder and an employee.</i></p>	2 points or 0	100% or 0

	<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>		
<b>MANDATORY</b>	<p>iii. Employees are provided with a detailed payslip (1 point);</p> <p><i>Economic Operators are expected to provide a copy of a payslip.</i></p> <p><i>For the above criteria, '0' score shall be allotted if the required documentary evidence are not submitted whereas full marks will be given if the requested documentary evidence are provided accordingly.</i></p>	1 point or 0	100% or 0
<b>ADD-ON</b>	<p>iv. A Valid 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 minimum criteria of Employment Law conditions as set by Employment and Industrial Act (EIRA) CAP 452 and subsidiary applicable legislations. EIRA CAP 452 may be accessed from <a href="http://www.justiceservices.gov.mt/DownloadDocument.aspx?app=lom&amp;itemid=8918&amp;l=1">http://www.justiceservices.gov.mt/DownloadDocument.aspx?app=lom&amp;itemid=8918&amp;l=1</a> (2 points)</p> <p>Economic Operators are to provide a copy of a Valid Collective Agreement as an attestation of the above. It is the responsibility of the Economic Operator to provide valid proof that the collective agreement was duly registered with the DIER.</p> <p><i>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 includes the minimum criteria of Employment Law as described above.</i></p> <p><i>For the above criteria, 1% of the maximum score shall be allotted if the required documentary evidence are not submitted whereas full marks will be given if the requested documentary evidence are provided accordingly.</i></p>	2 points or 1%	100% or 1% as a minimum

<p><b>ADD-ON</b></p>	<p>v. Economic Operators are to provide proof of insurance cover to their employees in case of injury during work (2 points);</p> <p><i>A copy of an Employers' Liability Insurance Cover is to be provided.</i></p> <p><i>For the above criteria, 1% of the maximum score shall be allotted if the required documentary evidence are not submitted whereas full marks will be given if the requested documentary evidence are provided accordingly.</i></p>	<p>2 points or 1%</p>	<p>100% or 1% as a minimum</p>
<p><b>SUB-CRITERION 3: TRADE UNION MEMBERSHIP</b></p>		<p>Maximum: 1 point</p>	
<p><b>MANDATORY</b></p>	<p>i. Confirm through a declaration by the Economic Operator that employees are free to join a trade union of their choice, with no restrictions imposed (1 point).</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><b>SUB-CRITERION 4: IMMUNISATION AND VACCINATION</b></p>		<p>Maximum: 2 points</p>	
<p><b>MANDATORY</b></p>	<p>Free immunisation to staff.</p> <p>i. The Economic Operator is to submit a declaration that all personnel performing the requested service is given the required vaccinations, including but not solely, vaccines against COVID-19 and INFLUENZA, shall ensure that all proposed carers have undergone Tuberculosis (TB) screening. All vaccines are to be given at the contractor's expense. (2 points).</p> <p>As per Section 3 'Terms of Reference', Clause 4.2 'Specific Activities', Spec 6 'Immunisation'</p> <p><i>For the above criteria, '0' score shall be allotted if the required declarations are not submitted whereas full marks will be given if the requested declarations are provided accordingly.</i></p>	<p>2 points or 0</p>	<p>100% or 0</p>
<p>100</p>			

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

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

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

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

### Article 5: Supply of Information

5.1

As per General Conditions.

### Article 6: Assistance with Local Regulations

6.1

As per General Conditions.

### Article 7: General Obligations

7.12

The Contractor shall, within fifteen (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.

Once the above percentages have been determined on the total contract value, and hence 4% or 10% have been defined, the following shall apply.

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 value<sup>1</sup>, 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]*

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 thirty (30) days of completion date of the contract, that is, after the three (3) year contract period. If the contract is extended for another two (2) periods of six (6) months each, the Performance Guarantee shall be extended accordingly.
- 7.16 The Economic Operator shall provide, at his/her own cost, uniforms to all home helpers employed on this contract bearing the contractor's logo. As a minimum the uniform shall incorporate a trouser, polo-shirt and shoes. The Economic Operator shall ensure that all employees employed on this contract, maintain a smart and clean appearance. All employees 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 rendering services showing the employees' coloured photo and contractor's logo.
- 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.

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

- 13.2 The Contractor shall be responsible to see that all employees performing the requested services shall be given all compulsory statutory immunization and vaccinations provided by the Government to all Maltese citizens. If foreign employees are proposed, the Contractor shall ensure that all compulsory statutory immunization and vaccinations given to all Maltese citizens will be given to proposed employees at the Contractor's expense and these

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

shall include, but not limited, to Covid19 vaccine and influenza. Moreover, the Contractor shall ensure that all proposed home helpers have undergone Tuberculosis (TB) screening.

The Contractor, and his/ her employees, shall be covered by an insurance policy throughout the duration of the contract. Economic operators are expected to provide a copy of the current and valid employers' liability insurance cover. The Contracting Authority will not affect any payments to the Contractor until the Insurance documents required have been submitted.

13.3 As per General Conditions.

#### **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 Condition:

- a. The Contractor, within five (5) working days from the date of the last signature on the contract agreement, shall forward to the Contracting Authority the list of all employees being proposed to carry out the services. This list is to include valid police conduct certificate of all employees being employed issued within the last one (1) month from the last date on contract agreement. Updates of these certificates may be requested as and when required by the Contracting Authority. Furthermore, when a new employee is employed the Police Conduct shall be submitted beforehand.
- b. The Contractor shall also ensure that his/her employees or other authorized representatives wear a coloured photographed identification badge provided by the Contractor. This form of identification must be present at all times when employees are rendering the required services.
- c. The Contractor must provide at his/her own cost uniforms with the Contractor's logo for all the staff. Details of the uniforms (together with a visual/picture/photo) being provided by the tenderer shall be submitted with tender offer.
- d. The Contractor shall be responsible to see that all employees performing the requested services shall be given all compulsory statutory immunization and vaccinations provided by the Government to all Maltese citizens. If foreign employees are proposed, the Contractor shall ensure that all compulsory statutory immunization and vaccinations given to all Maltese citizens will be given to proposed employees at the Contractor's expense and these shall include, but not limited, to Covid19 vaccine and influenza. Moreover, the Contractor shall ensure that all proposed home helpers have undergone Tuberculosis (TB) screening and also provide the information to Active Ageing and Community Care when requested.

- e. The Contractor has to provide the training course certificate of attendance for every employee, showing that all employees have carried out the necessary training.
- f. In view of the sensitive nature of this service, the nominated employees are required to sit in front of the Contracting Authority's selection panel prior to them being engaged on the contract.
- g. Throughout the Contract Period, the Contractor shall employ personnel to satisfactorily perform the duties assigned to them as specified in Section 3 'Terms of Reference'. The Contracting Authority shall retain sole and absolute right to ask the Contractor to replace any of its employees due to unsatisfactory performance.
- h. The Contractor undertakes to take over any redundant staff under the current contracts in line with the transfer of business regulations of Malta (Protection of Employment).
- i. All employees engaged on this contract shall enjoy working conditions including vacation and sick leave, maternity and parental leave as provided in the relative Employment Legislation.
- j. The minimum rates payable to Contractors 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 any other competent authority. Home Helpers are pegged to Salary Scale 18.
- k. The following tables depict the Minimum Hourly Rates Payable to Contractors (excl. vat) for the period 2021 - 2022 based on the Collective Agreement 2017 - 2024. Contractors are to note that their employees are to receive the Government Weekly Allowances and Government Bonuses in their appropriate month as per Contracts Circular 20/2020.

Home Helpers - Salary Scale 18 Minimum Hourly Rates Payable to Contractors (excl. VAT)	Basic Rate	Vacation Leave	Bonus / Weekly Allowance	Public Holidays	National Insurance	Sick Leave	Maternity Leave Fund	Total Cost payable to Contractor
2021	€5.95	€0.90	€0.25	€0.47	€0.60	€0.20	€0.03	€8.40
2022	€6.09	€0.96	€0.25	€0.48	€0.61	€0.21	€0.03	€8.63

## Article 18: Execution of the Contract

- 18.1 The contract shall be effective from the date of the last signature on contact agreement, being that of the Contracting Authority. The Contractor will have two (2) weeks to be used for mobilisation purposes.
- 18.2 The time-limits for the execution of the contract shall be for a period of one (1) year from the date of the last signature on contract agreement.



## 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 perform the services within the period of execution specified in the contract, the Contracting Authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to liquidated damages for every day, or part thereof, which shall elapse between the end of the period of execution specified in the contract and the actual end of the period of execution.

The daily penalty of €100 up to a limit of 20% of the total price shall be imposed on the Contractor for every day elapsed post what is stipulated in Clause 5.2 of Section 3 'Terms of Reference'.

**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 after having obtained prior approval of the Central Government Authority:

- a. Terminate the contract; and
- b. Complete the service 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 cases of delay in the provision of service.

1. A penalty of €36 per client per week of undelivered service shall be imposed on the Contractor for every client s/he fails to provide service within the indicated timeframe as per Clause 4.4 of Section 3 'Terms of Reference';
2. A penalty of €36 per client per week of undelivered service shall be imposed on the Contractor for every client s/he fails to provide a replacement/reliever within the indicated timeframe as per Clauses 4.5 and 4.5.1 of Section 3 'Terms of Reference'.

Moreover, Active Ageing and Community Care shall monitor the following incidents and deductions shall be made from contract payments that are either due or become due to the Contractor.

1. Failure to provide ANY documentation regarding proposed personnel to be employed for verification purposes for the implementation of the contract - **€50 per day default for every employee.**
2. Failure to submit the records and returns as specified in Clause 7.1 'Reporting Requirements' of these 'Terms of Reference' - **€100 per incident.**
3. Failure in finding the Home Helper giving service during an inspection by Active Ageing and Community Care's Supervisors - **€100 per incident.**
4. Any unlawful, riotous or disorderly conduct by any of the Contractor's personnel against or amongst the Contracting Authority's personnel or service users - **€200 per incident.**

**In the event that the Contracting Authority considers that a deduction is to be made in respect of any of the below listed failures, prior to any monetary deduction being made against the Contractor, Active Ageing and Community Care shall give written notification and provide suitable evidence to the Contractor that supports the Contracting Authority's assertion that it is entitled to make a failure deduction. The Contractor 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 representations**

on the default are presented by the Contractor, 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.

Provided that the imposition of the deductions as aforesaid shall not waive the Contractor'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 the Contracting Authority's right to claim damages from the Contractor if the Contractor's defaults results in such damages.

Active Ageing and Community Care will ultimately check that all services requested are being delivered throughout the execution of the contract on time and to the satisfaction of the Contracting Authority.

## **Article 20: Modification of the Contract**

**20.2** As per General Conditions.

**20.5** Further to the provisions of the General Conditions, the percentage allowed as modification for repetition of services shall not exceed 30% of the total contract value. Should the Contracting Authority require repetition of services the Contractor must provide such services within one (1) week of being notified to do so unless otherwise indicated by the Contracting Authority at the same rates applicable for this contract. Increases in requirements may be due to an increase in the service provision required by the Contracting Authority. The prerogative to order such repetition of services shall vest in the Contracting Authority and if not used the Contractor shall have no claim against Government.

**20.6** No requests for additional services shall be entertained.

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

**24.1** The following documents/lists/reports to be sent to contracting Authority as follows:

Immediately:

1. Reports for incidents/problems as listed in Clause 4.6(ii) of Section 3 'Terms of Reference' shall be submitted within twenty-four (24) hours from incident occurrence.
2. When new cases are allocated to a new helper the roster for the current month is to be submitted to Area Supervisor within forty-eight (48) hours and presented the following month as requested below.
3. The name of helper, day and time of service when replacing vacation leave or sick leave within twenty-four (24) hours prior to service provision.
4. Any instance of relieving service refusal by clients as indicated in Clause 4.5 of these Terms of Reference by the end of the working day.

5. When a client does not answer the door for the helper, these should be reported to Home Help Service Supervisors before the helper leaves the client's residence, as per Clause 4.8.3 'Supervision' Spec (c) of Section 3 'Terms of Reference'.

The Contractor is obliged to immediately inform the Active Ageing and Community Care's Home Help Support Services Officer about any service hours that for any reasons service was not provided.

Weekly:

1. List of relieving services to clients, which should include name of helper who provided the service, and day and time of service.
2. List of clients who refused relieving service.

Monthly:

1. Active Ageing and Community Care shall pay the Contractor for services rendered on a monthly basis. All invoices issued by the Contractor shall be accompanied by Home Helpers' attendance records. Attendance records shall include at least name and surname of Home Helper, date, time in, time out, number of working hours, any vacation and sick leave taken and client's signature. The Contracting Authority reserves the right to request additional details as it deems necessary.
2. Rosters of the Contractor's helpers indicating the client's details contact numbers and date and time of service provision including also updated copies of any changes in rosters.
3. An updated list in excel format of Home Help Service clients which should include clients' particulars, hours allocated, day and time of service provision and date of commencement of service.
4. A list of clients in excel format of those that for any reason terminated the service including also reason for termination of service and last day of service provision.
5. A list in excel format of home helpers providing service including ID and phone number.
6. Any other information considered necessary by the Contracting Authority.

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

**26.1** This is a fee-based contract.

**26.2** As per General Conditions.

**26.9** Active Ageing and Community Care shall pay the Contractor for services rendered on a monthly basis. All invoices issued by the Contractor shall be accompanied by the attendance records of Home Helpers. Attendance records shall include at least name and surname of Home Helper, date, time in, time out, number of working hours, any vacation and sick leave taken and client's signature.

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

### **Article 27: Pre-Financing Guarantee**

27.2 No pre-financing is required for this tender.

### **Article 30: Revision of Prices**

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

### **Article 32: Breach of Contract**

32.2 As per General Conditions.

### **Article 39: Further Additional Clauses**

39.1 The Contractor 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 as implied by the DIER.

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.

## SECTION 3 - TERMS OF REFERENCE <sup>(Note 3)</sup>

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 and Community Care

#### **1.4 - Relevant Country Background**

The Government of Malta provides an extensive service to the elderly through the Active Ageing and Community Care. This includes community-based care to elderly and persons with special needs.

#### **1.5 - Current State of Affairs in the Relevant Sector**

In the firm belief that older persons and persons with special needs are happier to remain in their own home, Active Ageing and Community Care set out to create a wide network of services that could provide support to these client groups in their own home according to their particular needs. The provision of a domiciliary service to persons with special needs and elderly clients identified and approved for service by Active Ageing and Community Care forms part of these services provided to the Community. The services to be provided by the Home Helpers are indicated in Clause 4.2 'Specific Activities' of these Terms of Reference.

### *2. Contract Objectives and Expected Results*

#### **2.1 - Overall Objectives**

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

- The provision of Home Helpers for service at private residences of identified and approved elderly persons and persons with special needs. The duration of contract is for a period of one (1) year and providing seven thousand (7,000) weekly service hours.

Active Ageing and Community Care reserves the right to increase or decrease the hours of Home Help services hours by up to twenty per cent (20%) and would not, by doing so, be held liable to any damages on other costs whatsoever.

## 2.2 - Specific Objectives

The objectives of this contract are as follows:

1. The provision of Home Helpers to undertake domiciliary service at the residences of identified and approved elderly persons, persons with special needs and any other persons indicated by the Contracting Authority. Consequently, the Contractor must ensure the availability of staff at all times and upon specific request
2. The Contracting Authority may request the Contractor to provide a number of home helpers (not exceeding 20 people) working a minimum of 20 hours weekly. Their engagement with Contracting Authority will be terminated when their service is no longer required.
3. The Contracting Authority may request the Contractor to provide a number of service hours and a number of helpers for a number of days to perform thorough general cleaning of a household as identified by the contracting authority. Thorough general cleaning may also include the removal of unnecessary clutter.

## 2.3 - Results to be achieved by the Consultant

1. Active Ageing and Community Care requires that the Contractor would be responsible for the provision of Home Helpers. The Home Helpers shall carry out their duties, as described under 'Specific Activities' Clause 4.2 of these Terms of Reference, to the satisfaction of the Contracting Authority.
2. The Contracting Authority requests the Contractor to have an adequate number of helpers available in the relieving pool to:
  - Replace Active Ageing and Community Care's helpers when requested by the Contracting Authority
  - Relieve tenderer's own helpers.

## 3. Assumptions and Risks

### 3.1 - Assumptions Underlying the Project Intervention

1. The Contractor has the necessary personnel/resources to carry out the tasks entrusted to him/her as per Clause 4.2 'Specific Activities' of these Terms of Reference. 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.
2. The Contracting Authority expects that the Contractor has experience and knowhow in the provision of such services being the provision of Home Help services to the elderly and persons with disabilities.

3. The Contractor is to be in possession of all valid licenses and permits, throughout the contract period, as required by the laws of Malta as well as any licenses or permits that may come into force during the contract period, to enable the Contractor to fulfil the scope of the contract.
4. The recording of the daily attendance of the Contractor's employees along with the clients' signatures.

### 3.2 – Risks

1. The Contractor shall assume full responsibility and accountability regarding the conduct and health and safety of their employees.
2. The Contractor shall ensure the continuous availability of staff at all times in order to perform the obligations emanating from the contract agreement.
3. The Contractor shall ensure any personnel entrusted to carry out any obligation are competent, have adequate training and have been properly vetted by the Contractor prior to being employed.

## 4. Scope of the Work

### 4.1 – General

#### 4.1.1 *Project Description*

Active Ageing and Community Care requires the provision of Home Helpers to carry out domiciliary services at the private residences of persons as specified in Clause 2.2 'Specific Objectives' of these Terms of Reference. The services to be carried out are listed under Clause 4.2 'Specific Activities', Spec 1 'Tasks'.

The Contracting Authority requires the service to be provided from Monday to Saturday.

The time legend for the provision of the Home Help service will be as follows:

- Mondays to Saturdays strictly between 7.00am and 4.00pm.
- Travel time between residence cannot be deducted from the client's service hours

#### 4.1.2 *Geographical Area to be covered*

All localities in mainland Malta.

#### 4.1.3 *Target Groups*

Elderly persons and persons with special needs living in the Community and any other persons indicated by the Contracting Authority.

### 4.2 - Specific Activities

## 1. Tasks

### Personal assistance

- Helping clients in dressing, grooming and bed making.
- Helping in the preparation of breakfast.
- Accompanying clients for short walks (if requested by client).
- Helping clients to wash their own clothes and hanging of the same wash load.
- Ironing and darning of personal clients' clothes should be carried out as need be.
- The helper may be requested by the Active Ageing and Community Care's Area Supervisor to visit their clients (those without any family or social support) when admitted to an acute hospital. Otherwise, service is suspended for the duration of hospital stay. If client is admitted to a long stay residential home, service will be terminated.

### Errands

- Shopping/errands or accompanying clients to grocers or supermarkets or any other particular shop within a walking distance of not more than fifteen (15) minutes.
- Delivery of prescriptions and/or collection of medicine from local pharmacies within walking distance.
- Others errands within walking distance as necessary.

### Domestic work

- Dusting of furniture, washing of floor by using a mop or squeezer or carpet cleaning.
- Cleaning of kitchenware.
- General cleaning of bathroom.
- Cleaning of fridge, cooker and kitchen cupboards and other appliances.
- Cleaning of main residence door.
- Cleaning of front porch (Drive-ins and porches around villas and corner houses are not included).
- Cleaning of internal yards and back yards.
- General cleaning of rooftops or large terraces once before the winter season. Common rooftops for apartments are not included.
- Cleaning of internal staircases. Common stairs in flats are not included except for the front landing and section of stairs leading to clients' apartments.
- Cleaning and disposing of pet excreta. Helper should not perform such task, unless such waste poses an immediate danger to the client.
- Cleaning of windowpanes that can be easily reached.

### Thorough general cleaning

**General clean-up of a residence which the contracting authority identifies as being in a poor state of hygiene as specified in Clause 2.2 'Specific Objectives' of these Terms of Reference and in addition to duties included in domestic work listed above.**

**During provision of domestic work a sturdy 3-step stool may only be used.**



## **2. Home Helpers**

### **Screening**

Due to the nature of the service being delivered by the Contractor's Home Helpers within the residences of the elderly persons, the Contracting Authority deems it appropriate to periodically screen Contractor's helpers.

The Contracting Authority reserves the right to request the Contractor to replace a particular Home Helper and not to deploy a particular Home Helper to Home Help clients.

The Contractor must inform Home Help section and respective Contracting Authority's supervisor via email when a helper terminates employment.

The Contractor shall within five (5) working days from the last signature of the contract agreement forward to the Contracting Authority the list of all employees being proposed to carry out the service. This list is to include valid police conduct certificate of all employees being employed issued within the last one (1) month from the last date on contract agreement. To this effect, the Contracting Authority will not recognise any service provided by any helper who is not on the list provided by the Contractor or any helper who has not provided a recent police conduct.

### **Language**

Home Helpers must be able to communicate in both Maltese and English language.

The Contractor must provide non-Maltese speaking helpers with a basic course in the Maltese language within six months of employment. All expenses related to the Maltese language lessons are to be incurred by the Contractor.

To this effect, it will not be acceptable that during contract performance, the Contractor refuses to provide the required service to the elderly/beneficiary due to the language barrier. A working knowledge of both languages is deemed to be acceptable.

## **3. Training Course**

The Contractor will be responsible for the delivery of a training course to Home Helpers. This must not be less than eight (8) hours of training on general cleaning, infection prevention and control, standards of service delivery and customer care. A certificate of attendance shall be issued to every attendee. All expenses related to the induction course are to be incurred by the Contractor.

## **4. Uniform**

The Contractor shall provide at his/her own cost the necessary uniforms for the intended service delivery.

- a. The uniform shall have the Contractor's logo.
- b. The Contractor shall provide a coloured photographed identification badge with the Contractor's logo which must be worn at all times when employees are rendering the required services.

- c. The uniform has to be appropriate for work performance and adequate for all seasons; therefore, this should include but not limited to short/long-sleeved T-shirts or polo shirts, trousers and shoes.
- d. Every Home Helper on duty shall wear a full company uniform which should be clean and smart at all times.
- e. Personnel must at all times wear appropriate shoes.
- f. Headwear is not compulsory, however, any sunshades and/or thermal caps, as appropriate or necessary, are to be provided by the Contractor.

## **5. Protective Clothing and Products**

The Contractor is to provide employees with a visor/cloth mask/surgical mask, disposable gloves and alcohol sanitisers. In the case of surgical masks, a new mask per day is to be given to every employee.

## **6. Immunisation**

The Contractor is bound to ensure, that all personnel performing the requested service is given the required vaccinations, including but not solely, vaccines against COVID-19 and INFLUENZA, shall ensure that all proposed carers have undergone Tuberculosis (TB) screening. All vaccines are to be given at the Contractor's expense.

## **7. Confidentiality**

The Contractor and his/her employees shall take all reasonable precautions not to disclose to any third party any confidential information of any nature which may have been obtained from the post of work.

## **8. Quality of Service Provision**

The Contractor must ensure that the expected level of service is provided. The Contractor shall have a Quality of Service Provision methodology which shall include, but not limited to:

- The vision and mission for the quality of the provided service;
- A list of Standard Operating Procedures (SOPs) and Policies including the following. Within one (1) month from signature on contract agreement, the Contractor shall provide full SOPs and Policies accordingly.
  - Complaints;
  - Incident Reporting;
  - Disciplinary Proceedings;
  - Smoking;
  - Mobile Use;
  - Gifts Policy;
  - Uniform;
  - Data Protection and Confidentiality;

➤ Zero Tolerance to Abuse.

- The actions to be taken to rectify shortcomings in service provision;
- A list of measures of how the Contractor aims to ensure that new requests for Home Help services are commenced within the timeframe indicated in Clause 4.4 of these Terms of Reference as well as to how urgent cases will be catered for;
- A list of measures of how the Contractor aims to ensure that effective mechanisms to replace the Contractor's Home Helpers as well as to relieve Active Ageing and Community Care's Home Helpers are in place.

## 9. Contingency Planning

The Contractor must ensure that s/he has the necessary resources to guarantee an efficient and uninterrupted provision of services at all times. The Contractor shall have in place a contingency plan that can realistically deal with the below eventualities.

The contingency plan is to include the **response time in the event of emergencies** and which shall also include at least provisions for the following:

- a. Substitution of personnel in case of sick at short notice/emergency leave and/or for any reason if personnel fails to report duty, resignation or exoneration within a maximum of twenty-four (24) hours;
- b. Substitution of personnel in case of unexpected absence, such as industrial actions affecting the Contractor's workforce within a maximum of twenty-four (24) hours;
- c. Breakdown of public transportation system that may affect the ability of staff to arrive punctually at their work place within a maximum of twenty-four (24) hours; and
- d. Force majeure situations including any act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, fire, explosion or exceptionally bad weather.

## 4.3 – Additional Services

### 4.3.1 *Transfer of service to client's summer residence*

Home help clients may request to transfer service to their summer residence. The Contractor must provide service to clients' summer residence only when requested by the Contracting Authority. A different helper may be allocated when service is approved at summer residence.

### 4.3.2. *Customer Care*

The Contractor must provide clients with a landline contact number in addition to a mobile number.

The Contractor must provide administrative staff to attend calls from clients during the hours stipulated in Clause 4.1.1 'Project Description' of these Terms of Reference.

### 4.3.3 *IT System*

The Contractor may be requested to utilise an IT system that may be provided by the Contracting Authority.

#### 4.4 – Response time to allocate new service

The Contractor must commence service within the specified timeframe (Table A), save for urgent cases as indicated by the Contracting Authority, in which case, service is to be provided within five (5) working days.

**Table A**

Week 1	Client referrals to Contractor (Monday - Wednesday)
By Week 2	The Contractor identifies helper and notifies client
By Week 3	Service to commence

##### 1st week

During Mondays, Tuesdays and Wednesdays Home Help section will provide the Contractor with client's details and hours of service requested.

##### By the end of the 2nd week

- i. The Contractor identifies a helper.
- ii. The Contractor notifies client.

##### By the 3rd week

- i. The Contractor performs an introductory visit in collaboration with the Active Ageing and Community Care's Supervisors.
- ii. The Contractor notifies Active Ageing and Community Care Home Help Section about commencement day and provides respective Area Supervisor with helper's timetable.
- iii. Home Help service to commence.

The Contracting Authority may request service provision for both permanent and temporary period of time.

**Failure by the Contractor to commence service within this timeframe will incur a penalty of €36 per client per week of undelivered service.**

##### **4.4.1 Introduction of helper to clients**

Visits to introduce helpers to clients should be planned beforehand by the Contractor's Service Coordinator. Before introducing any new helper, the Home Help Service Supervisor at Active Ageing and Community Care should always be informed. The Contractor's Service Coordinator should inform client about the date and time of visit. Helpers must always be accompanied by the Contractor's Service Coordinator or his/her representative when introducing new service and whenever helpers are changed. Active Ageing and Community Care's Home Help Supervisors may accompany the Contractor's Service Coordinator or his/her representative when introducing new service.

During introduction, the Contractor's Service Coordinator or his/her representative and Active Ageing Community Care's Home Help Supervisors must clearly explain and in writing indicate:

1. Day(s) and time when service is to be provided and the commencement date.
2. The duties to be performed as to the Description of Service form provided by the Contracting Authority.
3. Provide clients with the Contractor's Help Line telephone number.
4. Sign an introduction confirmation form (signed by the client, helper and the Contractor's Service Coordinator).

#### **4.5 – Replacement mechanism for vacation leave and sick leave**

As soon as request for vacation leave is submitted or helper reports sick, the Contractor must inform clients immediately and give them information about who, when and what time the service will be provided. Same information must be submitted to the Home Help Administration office and the Active Ageing and Community Care's respective Area Supervisor immediately via e-mail.

For vacation leave replacements, the Contractor must ensure that a replacement is available on the same day of scheduled service.

When a helper avails of sick leave, the relieving service is to be provided ideally on the same day of service and if not possible agreement must be reached with client for an alternative day within the same week or on Saturday or the following week should the service be scheduled on a Friday. Relieving service must be provided within the timeframe as indicated in Clause 4.1.1 'Project Description' of these Terms of Reference.

Relieving service hours should be equivalent to the amount of clients' service hours incurred during the sick leave or vacation leave period.

**When client refuses the relieving service offered to him, Home Help administration office and Active Ageing and Community Care's respective Area Supervisor must be informed via e mail on the same day.** Failure to receive information in time will be considered as failure by the Contractor to provide service by a replacement helper.

**Failure by the Contractor to provide a replacement helper will incur a penalty of €36 per client per week of undelivered service.**

##### **4.5.1 Replacement mechanism for vacation leave and sick leave for clients receiving service by Active Ageing and Community Care Home Helpers**

The Contractor is requested to allocate helpers to relieve Active Ageing and Community Care Social Assistants when on sick or vacation leave. Active Ageing and Community Care Home Help Supervisors will provide the Contractor with all necessary information for whom the relieving service is being requested.

**Failure by the Contractor to provide a replacement helper will incur a penalty of €36 per client per week of undelivered service.**

##### **4.5.2 Public Holidays and Sundays**

Service is not provided during Public Holidays and Sundays. Service should not be provided on another day when day of service falls on a public holiday.

## 4.6 – Standards of Service Delivery

- i. High ethical standards to be observed during provision of Home Help service in a way which maintains and respects the privacy, dignity and lifestyle of the client.
- ii. Clients are to be safeguarded from any form of abuse or exploitation including physical, financial, psychological, sexual abuse, neglect, discriminatory abuse or self-harm or inhuman or degrading attitude through deliberate intent, negligence or ignorance. Similarly, Home Helpers are to be safeguarded from any abuse or exploitation by clients or any other family members. Reports relating to such incidents must be submitted to the Contracting Authority within twenty-four hours from incident occurrence.
- iii. Helper must never give service if client/s is not present.
- iv. Helpers must always wear an identification badge and uniform provided by the Contractor.
- v. Helpers must never discuss their personal or family problems with clients or involve themselves in clients' family concerns.
- vi. Helpers must never accept residence keys and are prohibited from accepting power of attorney.
- vii. Helpers must ensure the safe handling of clients' money when paying bills or shopping on behalf of the client.
- viii. Helpers are required to safeguard the property of clients during delivery of service and are required to report to any loss or damage to third party property.
- ix. Helpers should enable service users providing information, assistance, and support where needed.
- x. Days and hours of service allocated are always to be observed and any type of arrangement between helper and client is not permitted, unless authorised by Active Ageing and Community Care's Area Supervisor.

### 4.6.1 Home Helpers are NOT to:

- smoke within the clients' property.
- accept gifts or cash.
- use clients' credit cards.
- make personal use of the client's property.
- borrow or lend money.
- sell or dispose of goods belonging to the client and their family.
- sell goods or services to clients.
- take responsibility for looking after any valuable on behalf of the clients.
- take any unauthorised person (including children) or pets into the client's home.
- engage in a personal, physical relationship with the client.

## 4.7 – Managing and Reporting Incidents

When problems/incidents specified in Clause 4.6(ii) of these 'Terms of Reference' occur these are to be reported immediately, within twenty-four (24) hours, to the Contracting Authority. The

incident report shall at least include date and time of incident, name of person/s involved, description of the incident, name of witness/es and medical/Police reports (if applicable).

Problems/incidents/complaints relating to the other standards listed in Clause 4.6 'Standards of Service Delivery' above, shall be dealt with by the Contractor's Home Help Service Coordinator.

Only the Contracting Authority has the right to suspend or terminate any service provision.

## 4.8 - Project Management

### 4.8.1 *Responsible Body*

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

### 4.8.2 *Management Structure*

The whole project will be under the direction of the Manager, Home Help Section within Active Ageing and Community Care. This Office is responsible to instruct the Contractor about the provision of new services, terminations and other changes. Home Help administration staff will provide the Contractor with clients' relevant information and the number of weekly hours to be allocated as approved by the Home Help Allocation Board.

The Manager of the Home Help Section will be the liaison officer between the Contracting Authority and the Contractor. This officer will be based at Active Ageing and Community Care.

It is the responsibility of the Contractor or his representative to manage and deploy on a daily basis the helpers as requested by the Contracting Authority.

### 4.8.3 *Supervision*

Active Ageing and Community Care's Home Help Supervisors will liaise with the Contractor and monitor closely the daily developments and matters arising. Furthermore, they will perform regular home visits and telephone calls to ensure that:

- a. Service is being provided as approved by the Home Help allocation board;
- b. Service is delivered with efficiency and guidelines as indicated in Clause 4.2 'Specific Activities' of these Terms of Reference are being respected;
- c. If the client informs the Contractor's Service Coordinator beforehand with regards to requests for change or refusal of service for a particular day, these must be communicated by the Contractor's Service Coordinator to Active Ageing and Community Care, at least one day before.
- d. If the client informs the Contractor's Service Coordinator on the same day with regards to requests for change or refusal of service for a particular day, these must be communicated by the Contractor's Service Coordinator to Active Ageing and Community Care immediately.
- e. If the client informs the Contractor's Service Coordinator less than two (2) hours before service or if the Contractor's helper goes to a particular residence to provide service and nobody answers the door (if not informed beforehand), this will be considered as service provided. However, in the latter case, the helper **MUST** report this to her employer before leaving the residence. The Contractor's Service Coordinator **MUST** immediately inform

the Contracting Authority and Active Ageing and Community Care's Area Supervisor so that all necessary actions will be taken to identify the reason.

Active Ageing and Community Care's Supervisors may also receive complaints from clients and helpers, discuss, investigate and take necessary actions accordingly. The Contractor is obliged to provide any information requested.

## **5. Logistics and Timing**

### **5.1 – Location**

The service to be provided in all localities in Malta.

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

Commencement should be within two (2) weeks from the last date of the signature of the contract and the period of execution of the contract will be one (1) year from the date of the last signature on contract agreement.

Article 18.1 of the Special Conditions will determine the actual commencement date and period of execution.

## **6. Requirements**

### **6.1 – Personnel and Key Experts**

#### **6.1.1 Key Expert - Home Help Service Coordinators**

The Contractor shall appoint Home Help Service Coordinators who will be in liaison with the Active Ageing and Community Care for the smooth and efficient running of the service. In the Home Help Service Coordinator's absence, a deputy Service Coordinator/representative shall be present. The Contractor shall employ the required number of Service Coordinators at a minimum ratio of one Service Coordinator per 600 households, as per Clause 6.1.2 of these Terms of Reference.

**The Home Help Service Coordinators must have at least three (3) years' work experience in hospitality services, management or operations.**

The Home Help Service Coordinators shall be in possession of MQF Level 5 (or equivalent) in Management, Human Resources, Operations, Hospitality or other comparable qualification, 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). If the equivalent certificate is not issued by MQRIC, the Contractor is responsible to ascertain that such certificate is recognised by the Malta Qualification Recognition Information Centre.

The Home Help Service Coordinator shall perform the following duties which are not limited to:

- a. Plan and coordinate visits to introduce helpers to clients when introducing new service and/or when helpers are changed;



- b. Responsible for all aspects of the day-to-day operations ensuring smooth efficient service provision that meets the expectations and needs of the clients and the Contracting Authority, managing staff teams and ensuring compliance with service delivery standards and that the quality of the services provided meets tender requirements;
- c. Deal with problems/incidents/complaints related to Clause 4.6 of these Terms of Reference;
- d. Liaise with Active Ageing and Community Care's Home Help Administration Office and Area Supervisors to report incidents/issues during service provision as well as to submit the required reports/lists as per Clause 7.1 of these Terms of Reference;
- e. Provide advice and makes recommendations to the Contracting Authority related to service provision;
- f. Attend a minimum of four (4) meetings with the Contracting Authority, or as requested (either the Home Help Service Coordinator or his/her representative);
- g. Assist with replacements and rosters.

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.

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.

#### **6.1.2 Support Staff and Backstopping**

The Contractor must provide Service Coordinators at a minimum ratio of one employee per 600 households.

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

#### **6.2 – Accommodation**

Not Applicable.

#### **6.3 - Facilities to be provided by the Service Provider**

Not applicable.

#### **6.4 – Equipment**

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

## 7. Reports

### 7.1 - Reporting Requirements

The following documents/lists/reports to be sent to contracting Authority as follows:

#### Immediately:

1. Reports for incidents/problems as listed in Clause 4.6(ii) of these Terms of Reference shall be submitted within twenty-four (24) hours from incident occurrence.
2. When new cases are allocated to a new helper the roster for the current month is to be submitted to Area Supervisor within forty-eight (48) hours and presented the following month as requested below.
3. The name of helper, day and time of service when replacing vacation leave or sick leave within twenty-four (24) hours prior to service provision.
4. Any instance of relieving service refusal by clients as indicated in Clause 4.5 of these Terms of Reference by the end of the working day.
5. When a client does not answer the door for the helper, these should be reported to Home Help Service Supervisors before the helper leaves the client's residence, as per Clause 4.8.3 'Supervision', Spec (c) of these Terms of Reference.

The Contractor is obliged to immediately inform the Active Ageing and Community Care's Home Help Support Services Officer about any service hours that for any reasons service was not provided.

#### Weekly:

1. List of relieving services to clients, which should include name of helper who provided the service, and day and time of service.
2. List of clients who refused relieving service.

#### Monthly:

1. Active Ageing and Community Care shall pay the Contractor for services rendered on a monthly basis. All invoices issued by the Contractor shall be accompanied by the attendance records of Home Helpers. Attendance records shall include at least name and surname of Home Helper, date, time in, time out, number of working hours, any vacation and sick leave taken and client's signature. The Contracting Authority reserves the right to request additional details as it deems necessary.
2. Rosters of the Contractor's helpers indicating the client's details contact numbers and date and time of service provision including also updated copies of any changes in rosters.
3. An updated list in excel format of Home Help Service clients which should include clients' particulars, hours allocated, day and time of service provision and date of commencement of service.

4. A list of clients in excel format of those that for any reason terminated the service including also reason for termination of service and last day of service provision.
5. A list in excel format of home helpers providing service including ID and phone number.
6. Any other information considered necessary by the Contracting Authority.

## 8. Monitoring and Evaluation

### 8.1 - Definition of Indicators

The following performance measurements shall be used to track progress towards achieving a service of excellence:

1. Low number of clients' complaints received by Contracting Authority
2. Number of failed service provision

Active Ageing and Community Care shall monitor the following incidents and deductions shall be made from contract payments that are either due or become due to the Contractor.

#### General - Penalty Clauses

1. Failure to provide service within the indicated timeframe as per Clause 4.4 of these 'Terms of Reference' - **a penalty of €36 per client per week of undelivered service.**
2. Failure to provide a replacement/reliever within the indicated timeframe as per Clauses 4.5 and 4.5.1 of these 'Terms of Reference' - **a penalty of €36 per client per week of undelivered service.**
3. Failure to provide ANY documentation regarding proposed personnel to be employed for verification purposes for the implementation of the contract within one (1) week - **€50 per day default for every employee.**
4. Failure to submit the records and returns as specified in Clause 7.1 'Reporting Requirements' of these 'Terms of Reference' - **€100 per incident.**
5. Failure in finding the Home Helper giving service during an inspection by Active Ageing and Community Care's Supervisors - **€100 per incident.**
6. Any unlawful, riotous or disorderly conduct by any of the Contractor's personnel against or amongst the Contracting Authority's personnel or service users - **€200 per incident.**

In the event that the Contracting Authority considers that a deduction is to be made in respect of any of the below listed failures, prior to any monetary deduction being made against the Contractor, Active Ageing and Community Care shall give written notification and provide suitable evidence to the Contractor that supports the Contracting Authority's assertion that it is entitled to make a failure deduction. The Contractor 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 representations on the default are presented by the Contractor, 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.

Provided that the imposition of the deductions as aforesaid shall not waive the Contractor'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 the Contracting Authority's right to claim damages from the Contractor if the Contractor's defaults results in such damages.

Active Ageing and Community Care will ultimately check that all services requested are being delivered throughout the execution of the contract on time and to the satisfaction of the Contracting Authority.

## 8.2 - Special Requirements

- i) The Contractor is to ensure an efficient and **uninterrupted Home Help services** at all times.
- ii) The Contractor shall take on the employees of the current contractor who will be affected by the transfer and to abide fully with the transferee's obligations in terms of the Transfer of Business Regulations.
- iii) The Contracting Authority in his absolute discretion shall have the power to terminate the contract in the following circumstances:
  - a. Should the Contractor for any cause whatsoever, become unable or fail to carry out the contract with efficiency;
  - b. Should the Contractor not progress with the work in the manner intended by the contract, and in conformity with the terms of this contract;
  - c. Should the Contractor's preparations for commencement and his/her subsequent rate of progress be slow for any cause whatsoever, that in the opinion of the Contracting Authority s/he will be unable to complete and deliver the work within specified times;
  - d. Should the Contractor refuse or neglect to comply with the direction given to him/her by the Contracting Authority, or in any other respect, act contrary to the terms of the contract. In such an event the Contractor shall become liable to any penalties envisaged in the condition of tender.

## SECTION 4 - SUPPLEMENTARY DOCUMENTATION

### ***4.1 - Draft Contract Form***

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

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

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

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

### ***4.6 - General Conditions of Contract***

The full set of General Conditions for Services Contracts (Version 4.2) can be viewed/downloaded from the 'Resources Section' at: [www.etenders.gov.mt](http://www.etenders.gov.mt)

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

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

### ***4.7 - General Rules Governing Tendering***

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