



Reference number: MFED 746/2021

# Open Call / Negotiated Procedure for the Provision of Cleaning Services in State Schools and Educational Facilities (including Summer) in Malta and Gozo using Environmentally Friendly Products

etenders.gov.mt

This project is being financed through local budget funds.

**Important: No Bid Bond is applicable.**

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Floriana, Malta

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- Documents for the participation in the above Open Call / Negotiated Procedure can be collected from the Ministry for Education Department, Procurement Section, Office 205 C, Floriana or downloaded from the MFED website as from Friday, 26th November 2021.
- Offers are to be submitted, by not later than Monday, 6<sup>th</sup> December 2021, at 12:00 hrs (noon), at the above-mentioned address, Ministry for Education Department, Procurement Section, Office 205 C, Floriana, Tendering Box.

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## SECTION 1 - INSTRUCTIONS TO TENDERERS

### 1. General Provisions

1.1 The subject of this call is the provision of environmentally friendly cleaning services, including products, in State Schools and Educational Facilities (including Summer) in Malta and Gozo and for:

- Lot 1 - St Nicholas College
- Lot 2 - St Therese College
- Lot 3 - St Thomas More College
- Lot 4 - St Ignatius College
- Lot 5 - St Margaret College
- Lot 6 - St Gorg Preca College
- Lot 7 - Maria Regina College
- Lot 8 - St Claire College
- Lot 9 - St Benedict College
- Lot 10 - Gozo College
- Lot 11 - Mikiel Anton Vassalli College (Malta and Gozo)
- Lot 12 - MFED Entities (Malta and Gozo)

The above colleges/entities include an estimate of about hundred (100) state schools and educational facilities centres around Malta and Gozo.

The Contracting Authority reserves the right:

- a) to amend the number of hours specified in the published financial bid forms,
- b) the minimum hours projected to form part of this contract shall be that of 80% of the below estimated hours.

1.2 The place of acceptance of the services shall be at the various MFED state schools and educational facilities, the time-limits for the execution of the contract shall be a period of one (1) year from Administrative Order Date, which Administrative Order shall be issued within five (5) working days from date of last signature on contract and the INCOTERM<sup>2020</sup> applicable shall be Delivery Duty Paid (DDP).

1.3 The Estimated Procurement Value for this Call 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;

- € 735,813.33 - Lot 1 - St Nicholas College
- € 897,333.00 - Lot 2 - St Therese College
- €1,022,960.00 - Lot 3 - St Thomas More College
- € 825,546.67 - Lot 4 - St Ignatius College
- € 574,293.33 - Lot 5 - St Margaret College
- € 717,866.67 - Lot 6 - St Gorg Preca College
- €1,651,093.33 - Lot 7 - Maria Regina College
- €1,040,906.67 - Lot 8 - St Claire College
- € 753,760.00 - Lot 9 - St Benedict College
- € 623,786.67 - Lot 10 - Gozo College

- € 197,413.33 - Lot 11 - Mikiel Anton Vassalli College (Malta and Gozo)
- € 610,186.67 - Lot 12 - MFED Entities (Malta and Gozo)

The above estimates are for one (1) year 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 The final beneficiary of this call is the Ministry for Education (MFED).

## 2. Timetable

	DATE	TIME*
Deadline for request for any additional information from the Contracting Authority.  Clarifications are to be submitted by e-mail on: <a href="mailto:procurement-educ.mfed@gov.mt">procurement-educ.mfed@gov.mt</a>	30/11/2021	12:00 hrs (noon)
Last date on which additional information can be issued by the Contracting Authority on MFED website.	02/12/2021	12:00 hrs (noon)
Deadline for Submission of Tenders in the Tendering Box at the Ministry for Education Department, Procurement Section, Office 205 C, Floriana.	06/12/2021	12:00 hrs (noon)

\* All times Central European Time (CET)

## 3. Lots

3.1 This call is divided into lots. Tenderers may submit an offer for several lots (one or more lots).

1. Lot 1 - St Nicholas College
2. Lot 2 - St Therese College
3. Lot 3 - St Thomas More College
4. Lot 4 - St Ignatius College
5. Lot 5 - St Margaret College
6. Lot 6 - St Gorg Preca College
7. Lot 7 - Maria Regina College
8. Lot 8 - St Claire College
9. Lot 9 - St Benedict College
10. Lot 10 - Gozo College
11. Lot 11 - Mikiel Anton Vassalli College (Malta and Gozo)
12. Lot 12 - MFED Entities (Malta and Gozo)

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

3.3 Contracts will be awarded lot by lot, in accordance with the award criteria at Article 9.

#### **4. Clarification Meeting/Site Visit/Workshop**

4.1 No clarification meeting/site visit is planned.

#### **5. 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**

**Document - Eligibility Part 1** - (A hard copy of this document is being included with the tender documents, which can be collected when collecting the tender documents or downloaded from MFED website. <sup>(Note 2)</sup>

and to be submitted during tendering process.

Economic Operators are to sign document marked Part1 - Eligibility. <sup>(Note 2)</sup>

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

##### **(B) Exclusion (including Blacklisting) and Selection Criteria - to be submitted with the offer** <sup>(Note 2)</sup>

The Exclusion (including Blacklisting) criteria are to be completed by the Economic Operator under Part III titled 'Exclusion Grounds' of document marked Part 2 ESPD which includes the following:

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

Selection Criteria requirements are to be completed by the Economic Operator in the ESPD Form under Part IV titled 'Selection Criteria' . A hard copy of the ESPD Form is being included with the tender documents, which can be collected in person or downloaded from MFED website. <sup>(Note 2)</sup>

If Subcontracting, kindly submit ESPD document of subcontractor/s.

The selection Criteria includes the following:

(a) **Suitability** <sup>(Note 2)</sup>

Not Applicable

(b) **Economic and Financial Standing** <sup>(Note 2)</sup>

Not applicable.

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

Performance of Services of a specified type

**For lots 1, 2,4,6,9:**

List of principal services of a similar nature and magnitude being cleaning services effected during the last three (3) years (being 2018-2020): the minimum value of which must not be less than €250,000 excluding VAT in total for the quoted period. The minimum number of projects must not be less than three (3) projects. One (1) of the projects must not be less than €80,000 (excl. VAT).

**For lots 5, 10,12:**

List of principal services of a similar nature and magnitude being cleaning services effected during the last three (3) years (being 2018-2020): the minimum value of which must not be less than 200,000 excluding VAT in total for the quoted period. The minimum number of projects must not be less than three (3) projects. One (1) of the projects must not be less than €70,000 (excl. VAT).

**For lots 3, 8:**

List of principal services of a similar nature and magnitude being cleaning services effected during the last 3 years (being 2018-2020): the minimum value of which must not be less than €300,000 excluding VAT in total for the quoted period. The minimum number of projects must not be less than three (3) projects. One (1) of the projects must not be less than €100,000 (excl. VAT).

**For lots 7:**

List of principal services of a similar nature and magnitude being cleaning services effected during the last 3 years (being 2018-2020): the minimum value of which must not be less than €550,000 excluding VAT in total for the quoted period. The minimum number of projects must not be less than three (3) projects. One (1) of the projects must not be less than €150,000 (excl. VAT).

For all the above submit the filled-in “List of Projects” officially signed by a warranted Auditor confirming the successful execution and cost of the respective project/s with the offer.

In so listing the end clients, the tenderer 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 tenderer. The Evaluation Committee reserves the right to request additional documentation in respect of the services listed.

**Subcontracting Proportion**

Provide the name/s of subcontractor/s and the relative percentage of service to be subcontracted. *(Note 2)*

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.**

### (C) Specifications

- (i) Tenderer's Technical Offer in response to specifications to be submitted with the offer. <sup>(Note 3)</sup>

The Technical Offer shall consist of:

- a) **Tenderer's Technical Offer (Organisation and Methodology)** (if any criteria requested in the BPQR are not provided by the bidder, shall render the offer as technically non-compliant). <sup>(Note 3)</sup>

### (D) Financial Offer

- (i) A financial offer calculated on the basis of **Delivered Duty Paid (DDP)<sup>2020</sup> (Grand Total)** for the services tendered. <sup>(Note 3)</sup>
- (ii) A filled-in Financial Bid Form (as per documents available) according to the respective Lot being offered. <sup>(Note 3)</sup>

#### Notes to Clause 5:

1. n/a

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.

## 6. 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 of this tender document. 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 60/40 basis respectively.

This is done by multiplying;

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

Evaluation Grid for all Lots:

Criteria/ Sub Criteria	Weighting in points
Any information regarding third parties is to be greyed out in line with the GDPR	
<b>A - Employees to be employed</b>	<b>Maximum of 18 points</b>
<b>A1 : Skills and Capabilities (Mandatory)</b>	
<p>Bidders must provide a declaration confirming the following for each cleaner to be employed on this contract:</p> <ul style="list-style-type: none"> <li>i. Provision of basic training as specified in Article 6.1.1 of the Terms of Reference, consisting of:                             <ul style="list-style-type: none"> <li>a) Basic Cleaning Training (3 marks)</li> <li>b) Use of Chemicals Training (3 marks)</li> <li>c) Health &amp; Safety Training related to cleaning (3 marks)</li> </ul> </li> <li>ii. Ability to communicate in Maltese and/or English as per Terms of Reference Article 6.1.1 (3 marks)</li> <li>iii. Are in possession of a clean police conduct as per Terms of Reference Article 6.1.1 (3 marks)</li> </ul> <p>At tendering stage the Economic Operator shall provide a declaration. Then the actual police conducts for each of the personnel to be employed on the contract shall be submitted at contract signature stage.</p> <ul style="list-style-type: none"> <li>iv. Are in possession of the Protection of Minor’s Act (POMA) Certificate as per Terms of Reference Article 6.1.1 (3 marks)</li> </ul> <p>At tendering stage the Economic Operator shall provide a declaration. Then the actual certificates for each of the personnel to be employed on the contract shall be submitted at contract signature stage.</p> <p><i>For the criteria A1 (i) till A1 (iv), a ‘0’ score shall be allotted if the required declarations are not submitted at tendering stage whereas full marks will be given if the requested declarations are provided. If a ‘0’ score is allotted the bid shall be disqualified.</i></p>	<p>18 points or 0 100% or 0</p>



<b>B - Contract Management and Operations - Overall Coordination</b>	<b>Maximum of 54 points</b>
<p><b>B1 - Strategy and Contract Infrastructure (mandatory Criteria)</b></p> <p>The Economic Operator is to provide a list of measures in the form of a report of approximately 800 words as per Terms of Reference Article 6.1.1 so as to ensure the below:</p> <ul style="list-style-type: none"> <li>i. Time keeping (4 marks)</li> <li>ii. Adequate levels of service (4 marks)</li> <li>iii. Practice of Waste Management and sorting of waste as per relevant waste separation management system adopted by the Colleges in line with prevailing Wasteserv Malta guidelines (4 marks)</li> </ul> <p><i>Marks for the above will be allotted within a spectrum from 0 to 100 if the minimum requirements are not attained a '0' score shall be allotted, and the bid shall be disqualified.</i></p>	<p style="text-align: center;">Max of 12 points</p> <p style="text-align: center;">Max of 100%</p>
<p><b>B2 - Back up capacity (Contingency Plan) (Mandatory)</b></p> <p>Bidder must submit a contingency plan of approximately 800 words in the form of write-up which is to include the response time of two (2) hours, maximum, and back-up emergencies outlined in the Terms of Reference under Article 3.2 in the event of emergencies which may include but are not limited to the provisions for the following:</p> <ul style="list-style-type: none"> <li>i. Immediate replacement of employees not being able to carry out their duties such as Sick employees (bidders are to ensure that cleaners reported sick will be replaced) (2 marks)</li> <li>ii. Industrial actions effecting the service providers workforce (2 marks)</li> <li>iii. Breakdown of public transportation system that may affect the ability of the cleaning staff to arrive punctually to the workplace (bidders are to ensure that in case of a breakdown in public transport the Cleaning services are still provided as per contract) (2 marks)</li> </ul> <p><i>Marks for the above will be allotted within a spectrum from 0 to 100 if the minimum requirements are not attained a '0' score shall be allotted, and the bid shall be disqualified.</i></p>	<p style="text-align: center;">Max of 6 points</p> <p style="text-align: center;">Max of 100%</p>

<p><b>B3 - Reporting requirements (Mandatory):</b></p> <p>The Economic Operator is to submit draft templates indicating the following reporting requirements. The Reporting Requirements shall include the following, in line with Article 7.1 of the Terms of Reference.</p> <p><b>Bidder has to submit;</b></p> <ul style="list-style-type: none"> <li>i. Draft Monthly reports to illustrate the number of hours rendered in cleaning services per location for the respective month. (4 marks)</li> <li>ii. Draft incidents report in case of accident (4 marks)</li> <li>iii. Draft Inspections Report (4 marks)</li> </ul> <p><i>For the reports criteria, a '0' score shall be allotted if the Economic Operator does not provide a report template and/or the report template submitted does not illustrate all minimum requirements. Full marks will be given if the report template is submitted, and it illustrates all minimum requirements accordingly.</i></p>	<p>12 points or 0 100% or 0</p>
<p><b>B4 - Methodology (Mandatory Criteria)</b></p> <p>The Economic Operator is to submit a proposed methodology, through the submission of a write-up report of approximately 800 words as an understanding of the Terms of Reference specifying the importance of a successful execution of activities, which shall include:</p> <ul style="list-style-type: none"> <li>(i) An explanation of the risks affecting the execution of the contract and how the economic operator shall mitigate these risks in order to achieve the Specific Activities outlined in Section 3 - Terms of Reference Article 4.2 (5 marks)</li> <li>(ii) Roster methodology - Show how the use of resources will ensure the effective and efficient delivery of the tasks as per Article 4.3 of the Terms of Reference) (5 marks)</li> <li>(iv) how thorough inspections, including the frequency of inspections are going to be carried out as per Terms of Reference Article 7.1 and 8.1 (5 marks),</li> </ul> <p><i>Marks for the above will be allotted within a spectrum from 0 to 100. If the minimum requirements are not attained a '0' score shall be allotted, and the bid shall be disqualified.</i></p>	<p>Max of 15 points Max of 100%</p>

<p><b>B5 Uniform’s cleaning attire and GPP Requirements (Mandatory); (5 marks)</b></p> <p>The Economic Operator is to provide photos/visuals/images of the summer and winter uniforms/attire to be worn by the cleaners. Pictures/Visuals/Photos need to illustrate all the minimum requirements for the uniforms as stipulated in Section 3 Terms of Reference Article 6.1.2.</p> <ul style="list-style-type: none"> <li>i. A full summer uniform consisting of shirt and trousers and non slip shoes</li> <li>ii. A full winter uniform consisting of sweater and trousers and non-slip shoes</li> </ul> <p>(Visual/image/photo of attire for each set of uniforms is to be provided, duly having the company name/logo on the shirt and sweater)</p> <p><i>For the Uniform/Attire criteria, a ‘0’ score will be allotted if the Economic Operator does not provide a picture/visual/photo of the uniform and/or the picture/visual/photo does not illustrate all the minimum requirements. Full marks shall be given if the picture/visual/photo of the uniform is provided and illustrates all the minimum requirements stipulated in this call for tender</i></p>	<p>5 points or 0 100% or 0</p>
<p><b>Adherence to GPP minimum requirements as listed in the Terms of Reference Article 4.4. (4 marks)</b></p> <p>The bidder must supply a list of the products that will be used, together with proof of compliance with the specifications. Proof is to be submitted that the products carry (a) either the EU Ecolabel or (b) if the products do not carry the EU Ecolabel the following information must be clearly provided:</p> <ul style="list-style-type: none"> <li>- For each product offered, all substances contained above 0.01% by weight of the final product must be listed, together with the CAS-Number<sup>3</sup> (where available) and any risk phrases with which they are classified.</li> <li>- The name and function of all biocides must be listed. For all biocides classified as R50/53 or R51/53 the log Pow or BCF must be given.</li> <li>- The total quantity of elementary phosphorus must be given.</li> </ul> <p><i>For the Cleaning Products criteria, a ‘0’ score will be allotted if the Economic Operator does not provide a list of the products to be used and/or does not provide the accompanying proof of compliance (as detailed above) and/or the list of products to be used and/or proof of compliance provided do not illustrate all minimum requirements. Full marks will be given if both the list of products to be used and the accompanying proof of compliance as detailed above are provided and illustrate all minimum requirements stipulated in this call for tenders. If a score of ‘0’ shall be allotted, the bidder shall be disqualified.</i></p>	<p>4 points or 0 100% or 0</p>

<b>C - Social Aspects</b>	<b>Maximum of 28 points</b>
<b>C1 : Equal Opportunities</b>	
<p>i. Proof that the employer meets the legal requirements as per Chapter 210 of the Laws of Malta for the employment of persons with a disability. Valid proof through appropriate documentation from Jobsplus (or equivalent) is to be provided outlined in the Terms of Reference under Article 6.1.3. (Mandatory)</p> <p>Proof through appropriate documentation from Jobsplus (or equivalent).</p>	<p><b>5 points or 0</b> <b>100% or 0</b></p>
<b>C2: Employment Conditions</b>	
<p><b>Proof of good working conditions as outlined in the Terms of Reference under Article 9.</b></p> <p><b>The economic operator is to include measure/s taken in favour of the employee (3 marks for each of the following criteria):</b></p> <p>i. wages are being paid by credit transfer- all costs are borne by the contractor - (Bidder is to submit proof, e.g. Agreement with Banks or statement showing transfer or written communication confirming the above requirement) (Mandatory)</p> <p>ii. employees are provided with a payslip, (Bidder is to submit a copy of an employee’s payslip) (Mandatory)</p> <p>iii. employees have a written contract, (Bidder is to submit a copy of an employee’s written agreement or template thereof) (Mandatory)</p> <p>iv. employees are provided with transport allowance or provision, (bidder is to provide a copy of an agreement or payslip which clearly attests this) (Add-on)</p> <p>v. employees have no restrictions in joining a trade union a declaration is to be provided by the bidder (Mandatory)</p> <p>vi. A valid Collective Agreement in place - A collective agreement is in place and registered with the Department of Industrial and Employment Relations (or an equivalent foreign authority if the Economic Operator is registered abroad. In all instances, the collective agreement must include the criteria of employment law conditions as set by Employment and Industrial Act (EIRA) Cap 452 and subsidiary applicable Legislations. If a company is registered in a foreign country and has a collective agreement in place the Economic Operator shall also submit a self-declaration whereby it is declared that such agreement include the minimum criteria of Employment Law as described above</p> <p>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></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</p>	<p><b>18 points</b></p> <p>For Mandatory The points allotment shall be either 0 or 100%</p> <p>For Add-ons The points allotment shall be either 1% or 100%</p>

<p>the DIER. 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. (Add-on)</p>	
<p><b>vii.</b> Health and Safety Resources as outlined in the Terms of Reference under Article 10 - The economic Operator is to provide a write-up of approximately 800 words which shall include the measures to be used to ensure the best Health and Safety policies for employees during all cleaning tasks which include cleaning services from heights, for façade and internal windows cleaning (Mandatory)</p> <p><i>The score of this criterion shall be within a spectrum from 0 to 100%. If a '0' score shall be allotted the bidder shall be disqualified</i></p>	<p>Max of 5 points</p> <p>Max of 100%</p>
<p>Total Criteria Weight <span style="float: right;">100</span></p>	

For Mandatory requirements, if the Declaration/Proof/List/Picture/Template (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.

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 requirements, if the Declaration/Proof/List/Picture/Template (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 '1%' shall be allotted.

## 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 Following the award of the contract any communication shall be done in writing addressed to the MFED Project Leader.

MFED Project Leader name, address, email address and contact number shall be communicated to the successful bidder within two (2) working days from date of last signature on contract.

### Article 5: Supply of Information

- 5.1 As per General Conditions.

### Article 6: Assistant with Local Regulations

- 6.1 As per General Conditions

### Article 7: Obligations of the Contractor

7.12 The Contractor shall, within 15 calendar days of receipt of the contract, sign and date the contract and return it together with a copy of the Performance Guarantee. The Contractor is further obliged to forward the original performance guarantee to the Contracting Authority. The Contract will not be endorsed by the Central Government Authority until the performance guarantee is submitted. The amount of the guarantee shall be 10% of the total contract value for each Lot whereby offer exceed 500K exc vat.

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 upon completion of the contract.

7.16 Within two (2) working days from date of last signature on contract, contractors have to nominate a supervisor for each lot (12 in total). Details of supervisor including a valid police certificate and the Protection of Minors ACT (POMA) certificate is to be submitted to the MFED Project Leader or his/her delegate.

The Contractor's Supervisor shall provide effective random supervision, not less than twice a week per school in order to assess that the delivery of cleanliness is up to the Contracting Authority desired levels with the aim to keep the Colleges/Schools/Educational Facilities clean and tidy at all times.

The contractor shall provide all necessary supervision during the execution of the contract.

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

**13.2** Further to the provisions of the General Conditions, the Contractor shall be responsible for insuring all personnel when on duty for any injuries incurred and for any damages or any liabilities to third party. The awarded Contractor must take out an Employers Liability and include the Contracting Authority as an additional assured under its policy. The awarded Contractor is to ensure that the policy is kept in force for the whole duration of the contract and that any potential claims are notified to insurers in a timely manner in line with the relative policy conditions. Limit of Liability must be not less than Euro 500,000 (five hundred thousand Euros) per each occurrence with the number of occurrences being unlimited and shall include a cross liability clause such that the insurance shall apply to the Contractor and the Contracting Authority as separate insured entities.

The Contractor shall effect and maintain insurance against losses and claims arising from loss or damage to property or from the death or injury to any person employed by the Contractor or any of its sub-contractors, in such manner that the Contracting Authority and the Contracting Authority's representative are indemnified under the policy of insurance. In relation to sub-contractors' employees, such insurance may be effected by the relevant subcontractor, but the Contractor shall be responsible to ensure full compliance.

The Contracting Authority will not affect any payments to the Contractor until the insurance documents required have been submitted.

The MFED will not be liable in case of claims during the execution of the Contract.

**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).

**15.5** Not applicable.

### **Article 16: Employees and Equipment**

**16.4** Further to the provisions of the General Conditions, the names and all relevant details of the employees employed shall be provided to the Contracting Authority within five (5) working days from notification to do so. Contractor's employees deployed on this contract shall have Protection Of Minors Act Certification and a clean police conduct.

**16.6** Within five (5) working days from order to start service, the Contractor is to submit to the MFED HR Office copy of POMA Certificate and Police Conduct Certificate of each employee. The Police Conduct Certificate and POMA certification must not be less than six (6) months old.



16.7 The Contractor shall inform the Contracting Authority at least two (2) working days before the change of any employee and will provide the Contracting Authority with name and all relevant details and documentation of the replacement employee as specified in Section 3 - Terms of Reference.

16.8 The Contractor shall, refrain from substituting the employees allocated for this contract to prevent unnecessary problems with the operations on site. Nonetheless, when any of the employees shall be unavailable, due to holidays and sick leave, the successful Contractor shall ensure that the responsible Project Manager of the Contracting Authority is informed of the duration of the absence of the respective employee. In case of any emergencies occurring and/or the need of replacement, employee should be on site within two (2) hours from notification by the Contracting Authority.

16.9 The Contractor shall redeploy and substitute, with immediate effect, any employee who in the opinion of the Contracting Authority is not competent to execute the requested works/services to the required standards and/or is not of good conduct. Such employees shall not be reemployed in the performance of this contract without the written consent of the Contracting Authority.

16.10 The contractor shall supply employees working on site with uniforms which must be worn while carrying out their duties.

16.11 The Contracting Authorities reserves the right to inspect the products or equipment that shall be used by the employees (cleaning officers) during the course of their duty, for the duration of the contract period.

16.12 The contractor shall allocate all necessary resources to safeguard the health and safety of the operatives, including those of subcontractors, and of any persons whom the works may affect. The contractor shall undertake to perform all necessary risk assessments, Health and Safety procedures and maintain all relevant supporting records as required by Maltese Legislation, good practice and as may be required. The Contracting Authority reserves the right to request provision of these records at any time during the contract period.

16.13 This also includes the provision of all necessary Personal Protective Equipment (PPE) provided by the Contractor, mainly to employees on site who must wear safety boots, gloves, masks and all the necessary safety clothing to protect themselves; vaccinations and medical check-ups if required) to all employees, including those of subcontractors employed on site or who are employed to execute the services requested in this contract.

16.14 The Contractor shall ensure that the employees on site have been inoculated and given the necessary vaccines as deemed fit in particular against Tuberculosis, Hepatitis A & B, Tetanus, Polio and Typhoid. The Contracting Authority reserves the right to request certification.

16.15 - The successful bidder will be expected to 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.

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

**18.1** The contract shall commence on date specified in the Administrative Order issued by MFED Project Leader.

The administrative order shall be issued within five (5) working days from date of last signature on contract.

**18.2** The Contract shall run for a period of one (1) year from Administrative Order Date.



## Article 19: Delays in Execution

**19.2** The flat rate compensation per calendar day for penalty of delay and the maximum aggregate amount for such compensation shall be fifty euro (€50) per calendar day per cleaner up to a limit of 20% of the total price, if the Contractor fails to satisfactorily provide

- a) the requested services as stipulated in the contract and/or
- b) the Service is found to be lacking quantity, quality or efficiency and/or
- c) the Contractor breaches any of the conditions stipulated in the contract and/or
- d) the Contractor does not provide the cleaner.

## Article 20: Amendment of the Contract

**20.2** As per General Conditions.

**20.5** Subject to what is stated in the Public Procurement Regulations the repetition of services (extra hours) shall be capped at a 20% of the contract value.

Such repetition of services are to be used instances where it is necessary to amend the number of hours in order to achieve the original scope of the contract which may be requested due to an increase

- a) due to unanticipated circumstances and because of any new COVID-19 measures which require an increase in cleaning services.
- b) due to new schools, MFED entities which require additional cleaners because of increase in cleaning services

**20.6** Not Applicable

## Article 24: Interim and Final Progress Reports

**24.1** Further to the provisions of the General Conditions, monthly reports required by the Contracting Authority include:

- i) Reports of hours worked must be prepared every month during the period of execution of the contract. The monthly report shall include timesheets to illustrate the number of hours rendered in cleaning services for the respective month and indicating all tasks carried out per individual.
- ii) All cleaning tasks shall be logged in on a daily basis. The details logged shall include the name of the cleaner (employee), date, area and cleaning activity.
- iii) Also, the monthly report shall include the Supervisor's report including the attendance sheet of inspection visits carried out by the Supervisor and the respective checklist with comments were applicable.
- iv) In case of an Accident an Incident Report is to be submitted within five (5) working Days.

## Article 26: Payments and Interest on Late Payment

26.1 This is a fee-based contract.

Payments will be made in Euros.

Payment is to be made monthly upon a valid invoice. Along with the monthly invoice, the contractor shall present the monthly report including all the necessary information as specified in Article 24.1. If the reports are not presented or would be missing any of the requested information, the payment would be stalled until all necessary information is provided to MFED.

**Payments shall be processed only if invoices are sent to MFED Project Leader with the relative documentation that is timesheets and employee's pay slips.**

Payments will be affected within thirty (30) days of receipt of invoice .

The Contracting Authority is bound to procure 80% of the awarded Contract Value.

26.2 As per General Conditions

## Article 27: Pre-Financing Guarantee

27.2 Not applicable

27.5 Not applicable

## Article 30: Revision of Prices

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

30.5 Not applicable.

## Article 32: Breach of Contract

32.2 As per General Conditions.

32.5 Should the MFED incur any damages because of the contractor not providing cleaning according to the MFED requirements, these damages shall be deducted from invoices due to be paid.

## Article 39: Further Additional Clauses

Not Applicable.

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

Where in this document a standard is quoted, it is to be understood that the Contracting Authority will accept equivalent standards. However, it will be the responsibility of the respective bidders to prove that the standards they quoted are equivalent to the standards requested by the Contracting Authority.

A technical offer is to be provided by the Economic Operator in response to Terms of Reference. The submission shall be in a structured form and is to be in the same sequence as listed hereunder for ease of reference and evaluation.

### **1. Background Information**

#### **1.1 - Beneficiary Country**

Malta.

#### **1.2 - Central Government Authority**

Department of Contracts.

#### **1.3 - Contracting Authority**

Ministry for Education (MFED).

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

In Malta schools are divided into two categories: state and private schools.

State schools are free to all students and can be found in all the main towns or villages in Malta and Gozo. Transport to and from school is also free, as are books and other school materials. Parents will, however, need to buy their children's school uniform.

There are two types of private schools in Malta: church schools and independent schools. Both offer pre-primary to upper secondary education. Both types are regulated by the Ministry of Education meaning the curricula are similar across various schools.

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

The objective of the Ministry for Education is to provide present and future generations with the necessary skills and talents for citizenship and employability, in the 21<sup>st</sup> century and beyond.

Our children need to develop their personal and social potential and acquire the appropriate knowledge, key skills, competences, and attitudes through a value-oriented formation including equity, social justice, diversity, and inclusivity.

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

### **2.1 - Overall Objectives**

- a) The overall objectives of this contract shall be the maintaining of high standards of cleanliness in Colleges, Schools and Educational Facilities mentioned as follows:
1. Lot 1 - St Nicholas College
  2. Lot 2 - St Therese College
  3. Lot 3 - St Thomas More College
  4. Lot 4 - St Ignatius College
  5. Lot 5 - St Margaret College
  6. Lot 6 - St Gorg Preca College
  7. Lot 7 - Maria Regina College
  8. Lot 8 - St Claire College
  9. Lot 9 - St Benedict College
  10. Lot 10 - Gozo College
  11. Lot 11 - Mikiel Anton Vassalli College (Malta and Gozo)
  12. Lot 12 - MFED Entities (Malta and Gozo)

### **2.2- Specific Objectives**

- a) The specific objective of this contract shall be the maintaining of high standards of cleanliness in Colleges, Schools and Educational Facilities mentioned as follows:
1. Lot 1 - St Nicholas College
  2. Lot 2 - St Therese College
  3. Lot 3 - St Thomas More College
  4. Lot 4 - St Ignatius College
  5. Lot 5 - St Margaret College
  6. Lot 6 - St Gorg Preca College
  7. Lot 7 - Maria Regina College
  8. Lot 8 - St Claire College
  9. Lot 9 - St Benedict College
  10. Lot 10 - Gozo College
  11. Lot 11 - Mikiel Anton Vassalli College (Malta and Gozo)
  12. Lot 12 - MFED Entities (Malta and Gozo)

- b) The tenderer shall provide all necessary supervision during the execution of the contract.

Upon contract signature, the Contractor shall have to nominate a Supervisor for each lot (12 in total).

Details of supervisor including a valid police certificate and the Protection of Minors ACT (POMA) certificate is to be submitted to the MFED Project Leader or his delegate at Contract Signature Stage.

- c) The provision of daily cleaning services (Monday to Friday, including Summer, but excluding Public Holidays) required and to work at the mentioned Colleges, Schools, and Education Facilities premises.
- d) The tenderer employees shall wear uniforms and contractor shall ensure that they maintain a smart and clean appearance.

The Contracting Authority reserves the right to request cleaning services on Saturdays, Sundays, Public Holidays and during evening classes, according to its exigencies. Rates shall be as those submitted with the offer.

- e) The Contracting Authority reserves the right to decrease or increase the number of cleaning hours or change the above-mentioned premises according to its exigencies.
- f) All the necessary cleansing materials and equipment to perform the Environmentally Friendly Cleaning Services shall be provided by the Contractor.
- g) Water and Electricity supply shall be provided by the Contracting Authority.
- h) The Contractor shall provide safety and protective clothing.
- i) The Contractor shall provide a cleaning cart to his/her employees.
- j) The Contractor shall be covered by an insurance policy in force throughout the duration of the contract.

### **3. Assumptions and Risks**

#### **3.1 - Assumptions Underlying the Project Intervention**

The co-operation between the Contracting Authority and the Contractor is being assumed.

#### **3.2 – Risks**

Unsatisfactory services may interfere with the proper daily routine of the colleges, schools, and educational facilities.

In view of this, the bidder is to provide a contingency plan including response time of a maximum of two (2) hours in the event of emergencies at no extra costs. Such emergencies may include but are not limited to:

- Immediate replacement of employees not being able to carry out their duties such as sick employees.
- industrial actions; and
- breakdown of public transportation.

In case of any emergencies occurring, a replacement cleaner should be on site within two (2) hours from notification by the Contracting Authority.

**(Documentation shall be submitted at tendering stage)**

### **4. Scope of the Work**

#### **4.1 – General**

##### **4.1.1 Project Description**

Cleaning services at State Schools and Educational Facilities.

- 4.1.2 *Geographical Area to be covered*  
In Malta and Gozo.

## 4.2 - Specific Activities

- 4.2.1 The Contract shall be operative for a period of one (1) year.
- 4.2.2 The Cleaning Services shall be carried out at all times to the satisfaction of the Contracting Authority. The Contracting Authority reserves the right to amend the work plan to meet its varying exigencies.
- 4.2.3 The Cleaning Services shall generally include the following:
- a) Cleaning of classrooms, corridors and other MFED space.
  - b) Cleaning of any equipment at MFED space.
  - c) Sweeping and washing of floors, and stairs.
  - d) Cleaning of Passengers' and Goods' Lifts (if applicable).
  - e) Dusting and emptying of wastepaper baskets.
  - f) Cleaning of wash hand basins in all rooms/offices and premises.
  - g) Emptying of waste bins; removal of garbage bags in all rooms/offices and premises.
  - h) Periodic acid treatment of toilet bowls, wash hand basins and sinks where necessary.
  - i) Sweeping and cleaning of roof and terraces.
  - j) Refilling the soap dispenser, air fresheners etc.
  - k) Washing of rooms/offices and galleries.
  - l) Cleaning of windows and doors; and
  - m) Cleaning of glass on all facades of Colleges/Schools and Educational Facilities buildings (inclusive of lifting equipment, cleaning materials and any necessary permits).
  - n) Any other cleaning requested by the Contracting Authority.
- 4.2.4 The daily Cleaning Services required of the contracting authority's facilities are as indicated below:
- a) Wash hand basins, toilets, toilet seats, toilet bowls.
  - b) Cleaning the washing of tumblers, cups/saucers and cutlery etc.
  - c) Sweeping and washing of floors in foyer, reception area, internal corridors, and circulation areas.
  - d) Removal of garbage from the offices/rooms and halls including emptying the waste paper baskets from kitchenettes, staff restrooms and public restrooms;
  - e) Washing and laundry such as hand towels, dish cloths, and tablecloths.
  - f) Cleaning of MFED space as requested by the Contracting Authority.

g) Cleaning of equipment as requested by the Contracting Authority.

4.2.5 The sweeping of the roof shall be done as required, or/and as directed by the representative of the Contracting Authority.

4.2.6 **It is to be made clear that all cleaning materials, soap, detergents/powder, disinfectants, floor cloths, floor and furniture and glass polish, cloths mops, brushes, brooms, garbage bags, 'wet floor signs, cleaning tools and other equipment etc. are being provided by the Contractor.**

4.2.7 The person/s assigned by the Contractor shall be responsible for the execution of assigned tasks. To this end, the employees, detailed on such services must:

- a) Be able to handle day-to-day workload under minimal or no supervision.
- b) Provide a reliable, expert service and apply safety and hygienic rules relating to the cleaning aspects.
- c) Inspect cleaning equipment prior to making in use this equipment into service.
- d) Be of good moral character.
- e) A Police conduct certificate shall be provided for every employee engaged in this contract at contract signature stage. Police Conduct Certificate not to be older than six months from date of last signature on contract. This shall not be older than (6) six months before the date of the last signature on contract.
- f) POMA certification for each employee shall be provided for every employee engaged in this contract at contract signature stage. This shall not be older than six (6) months before the date of last signature on contract.
- g) Be ready to work the working hours agreed upon in the contract.
- h) Maintain the assigned equipment provided in a clean and safe operating condition.
- i) Make proper use of the cleaning material.
- j) The cleaning services to be provided shall include the refilling of the soap dispensers, air fresheners and changing of garbage bags.
- k) The Contractor is to abide by the OHSA Regulations and CA's Health and Safety Policy.
- l) Wear the uniform provided by the contractor and must carry an identification tag or badge.

4.2.8 The successful Contractor is to provide a contact name and contact number of the Supervisor, for each lot, who will be responsible for the employees on site.

4.2.9 The Contractor's Supervisor will be expected to visit his/her employees on site, randomly, not less than twice a week per school, whilst on duty, and submit a report to the Contracting Authority. It is expected that this supervision will form part of the whole contract and no separate payment for this service will be made. This report is to be submitted within five (5) working days from end of month.

4.2.10 The Contracting Authority shall hold the Contractor responsible in case any of the allocated cleaning employees are found to be absent, without proper authorisation, from the place of work at any time during the established service hours.

4.2.11 The site shall not be used for any other purpose other than carrying out the services under this contract. No slogans, advertisements, notices etc. will be permitted without prior approval.

### 4.3 Hours Schedule

- a) The Contracting Authority reserves the right to shift the hours specified hereunder within other schools or educational facilities within the same lot.
- b) It is the Contractor's responsibility to ensure transport for his employees to the respective assigned schools and facilities.
- c) The hours per school are to be determined between the MFED and the Contractor on a yearly basis.
- d) The Contracting Authority reserves the right
  - i. to amend the number of hours specified hereunder,
  - ii. the minimum hours projected to form part of this contract shall be that of 80% of the below estimated hours.

	Hours for one (1) year
Lot 1 – St Nicholas College	82,000
Lot 2 – St Theresa College	100,000
Lot 3 – St Thomas More College	114,000
Lot 4 – St Ignatius College	92,000
Lot 5 – St Margaret College	64,000
Lot 6 – St Gorg Preca College	80,000
Lot 7 – Maria Regina College	184,000
Lot 8 – St Claire College	116,000
Lot 9 – St Benedict College	84,000
Lot 10 – Gozo College	68,000
Lot 11 – Mikiel Anton Vassalli College (Malta and Gozo)	22,000
Lot 12 – MFED Entities (Malta and Gozo)	68,000



## 4.4 Cleaning Products

### Green Public Procurement and Verifications

The bidder must supply a list of the products that will be used, together with proof of compliance with the above specifications.

Products used by the cleaning company must meet the following criteria:

#### National Green Public Procurement Guidelines

Cleaning Products	All purpose cleaners	Sanitary cleaners	Window cleaners	Hand dishwashing detergents	Laundry detergents	Dishwasher detergents
<p>These criteria should be applied only to products for cleaning operations where:</p> <p>a) The cleaning need and performance standard required is similar to that for households and;</p> <p>b) The cleaning process, conditions and equipment used are similar to those used in households.</p>						

#### 1.1 Subject Matter

Purchase of environmentally friendly cleaning products.	X	X	X	X	X	X
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#### 1.2 Technical Specification

Fitness for use	All purpose cleaners	Sanitary cleaners	Window cleaners	Hand dishwashing detergents	Laundry detergents	Dishwasher detergents
Samples of all products may be supplied to the contracting authority for testing.	X	X	X	X	X	X

Chemical Requirements	All purpose cleaners	Sanitary cleaners	Window cleaners	Hand dishwashing detergents	Laundry detergents	Dishwasher detergents
No ingredient (substance or preparation) shall be included in the product in a quantity that exceeds 0.01% by weight of the final product that is classified with any of the risk phrases, or combinations thereof, as outlined in the following table in accordance with Directive 67/548/EEC and its amendments or Directive 1999/45/EC and its amendments. These criteria do not apply to biocides, which are dealt with separately below:	X	X	X	X	X	X
• R31(contact with acids liberates toxic gases)	X					
• R40, 45, 49 (carcinogenic)	X	X	X	X	X	X
• R42, (sensitising), exceeding 0.1% by weight of the final product	X	X	X	X		
• R43 (sensitising), exceeding 0.1% by weight of the final product	X	X	X	X		
• R46,60,61,62,63 (toxic for reproduction)	X	X	X	X	X	X
• R50/53, 51/53 (toxic to aquatic organisms)	X	X	X	X	X	X
• R59 (dangerous to the ozone layer)	X	X	X	X	X	
• R68 (possible risk of irreversible effects)	X	X	X	X	X	X

The following ingredients must not be included in the product:

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

Verification (for chemical requirements)						
All products carrying the EU Ecolabel will be deemed to comply. If the product does not carry the EU Ecolabel the following information must be clearly provided:	X	X	X	X	X	X
<ul style="list-style-type: none"> <li>For each product offered, all substances contained above 0.01% by weight of the final product must be listed, together with their CAS-Number3 (where available) and any risk-phrases with which they are classified.</li> </ul>	X	X	X	X	X	X
<ul style="list-style-type: none"> <li>The name and function of all biocides must be listed. For all biocides classified as R50/53 or R51/53 the log Pow or BCF must be given.</li> </ul>	X	X	X	X		
<ul style="list-style-type: none"> <li>The total quantity of elementary phosphorus must be given.</li> </ul>	X (per functional unit)	X (per 100g of product)				
<ul style="list-style-type: none"> <li>The total quantity of phosphates per wash must be given.</li> </ul>					X	X

Packaging requirements						
All products must be delivered with clear dosing instructions.	X	X	X	X	X	X
Sprays containing propellants must not be used.	X	X	X			
The primary packaging parts shall be easily separable into mono-material parts.	X	X	X	X		
The cardboard packaging shall consist of ≥ 80% recycled material.					X	X

## 4.5 - Project Management

### 4.5.1 Responsible Body

Ministry for Education (MFED).

### 4.5.2 Management Structure

Ministry for Education (MFED).

### 4.5.3 Facilities to be provided by the Contracting Authority and/or other parties

Water and Electricity supply shall be provided by the Contracting Authority.

The Contracting Authority shall provide storage space for the Contractor's cleaning products and equipment.

## 5. Logistics and Timing

### 5.1 - Location

Unless otherwise instructed, cleaning services shall be at State School and Educational Facilities according to the twelve (12) lots mentioned in this document.

The Contracting Authority reserves the right to increase the number of cleaning hours according to its exigencies, applying the same rates and conditions as stipulated in the contract agreement. In such cases when the Contracting Authority requires additional service, a twenty-four (24) hour notice before the start of the required service will be given to the Contractor.

## 5.2 - Commencement Date & Period of Execution

The cleaning services are intended to commence from last signature on contract following an administrative order which administrative order shall be issued within five (5) working days from last signature of contract. The execution period is of one (1) year from administrative order date.

## 6. Requirements

### 6.1 - Employees

#### 6.1.1 Main Employees

One (1) supervisor, for each lot, is to be employed by the contractor in order to liaise with MFED's project leader or his/her representative to ensure that the cleaning requirements being asked for in this call are met.

The bidder shall provide a list of measures which the assigned supervisor would use to ensure:

- a) Timekeeping: Timesheets to illustrate the number of hours rendered in cleaning services and indicating all tasks carried out per individual. The details logged shall include the name of the cleaner (employee), time-in, time-out, date, area and cleaning activity.
- b) Adequate level of service: the economic operator shall declare that inspections will be held (minimum once a week) including the drafting and submittal of an inspection report.

The Contractor is to provide employees who:

- c) Are over 18 years of age
- d) Were given training for the below:
  - i) Basic Cleaning Training
  - ii) Use of Chemicals Training
  - iii) Health & Safety Training related to cleaning
- e) Can communicate in Maltese and/or English
- f) Are in possession of a clean police conduct and POMA Certificate  
**(documents for each employee to be employed on contract shall be submitted at contract signature stage.)**

#### 6.1.2 Uniforms/Cleaners' attire:

The Contractor's employees employed on contract shall wear an appropriate uniform which shall be to the satisfaction of the Contracting Authority. The uniform shall consist of:

- a) A full summer uniform consisting of shirt and trousers and non-slip shoes
- b) A full winter uniform consisting of sweater and trousers and non-slip shoes

Tight fitting clothing is not acceptable. The uniforms shall reflect the company's corporate identity and shall include means of employee identification.

Safety wear and apron (where required) are also to be considered as part of the uniform.

Bidders are to provide a visual/picture/image.  
(document shall be submitted at tendering stage)

### 6.1.3 Social Aspects

The economic operator shall provide:

- i. Proof that the employer meets the legal requirements as per Chapter 210 of the Laws of Malta for the employment of persons with a disability. Valid proof through appropriate documentation from Jobsplus (or equivalent)  
Bidders shall be disqualified if they do not meet the requisite quota established by applicable law for the employment of persons with a disability, or failed to pay any fine (or part thereof) as established by law, prior to the publication date of this document

Proof through appropriate documentation from Jobsplus (or equivalent).

(documents shall be submitted at tendering stage)

## 6.2 - Accommodation

Not applicable.

## 6.3 - Facilities to be provided by the Consultant

All equipment and Cleaning Products are to be provided by the Contractor.

## 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

Reports of hours worked must be prepared every month during the period of execution of the contract. The monthly report shall include timesheets to illustrate the number of hours rendered in cleaning services for the respective month and indicating all tasks carried out per individual. All cleaning tasks shall be logged in on a daily basis. The details logged shall include the name of the cleaner (employee), date, area and cleaning activity. Reports must be accompanied by the monthly invoice.

Also, the monthly report shall include the supervisor's report including the attendance sheet of inspection visits carried out by the supervisor and the respective checklist with comments were applicable.

(Draft document shall be submitted at tendering stage)

In case of an Accident an Incident Report is to be submitted within five (5) working Days. The report shall include the following details:-

- General details (e.g. date, time, location, etc) and;
- b. The CA's endorsement;
- c. Details of injured person/s (*if any*);
- d. Details of witness/es (*if any*);
- e. Details of person compiling report;
- f. Details on the cause of incident and any contributing factors;
- g. Details on treatment (*if applicable*) and;
- h. Other details.

When inspections shall be carried out and Inspections Report is to be submitted within five (5) working days. This report shall included the following details:-

- General details (e.g. date, time, location, etc) and;
- b. The CA's endorsement;
- c. Details of the Inspection that has been carried out
- d. Findings following the Inspection
- c. Ways to mitigate any issues that have been found

(Draft document shall be submitted at tendering stage)

## **8. Monitoring and Evaluation**

### **8.1 - Definition of Indicators**

- a) Employees performing duties at the Contracting Authority are to register their arrival and departure to/from work by signing an attendance sheet provided by the Contractor.
- b) The service will be monitored by the Contractor's Supervisor, who shall inspect state schools and educational facilities premises in order to assess that the delivery of cleanliness is up to the Contracting Authority desired levels and fill the Supervisor's report as specified in Article 7.1 of these Terms of Reference.

### **8.2 - Special Requirements**

Not Applicable.

## **9 - Employment Conditions**

The economic operator must proof good working conditions at tendering stage and is to include to below measure/s taken in favour of the employee as minimum:

- i. declaration that wages are being paid by credit transfer- all costs are borne by the contractor - (Bidder is to submit proof, e.g. Agreement with Banks or statement showing transfer or written communication confirming the above requirement)
- ii. employees are provided with a payslip, (Bidder is to submit a copy of an employee's payslip)
- iii. employees have a written contract, (Bidder is to submit a copy of an employee's written agreement or template thereof)
- iv. employees are provided with transport allowance or provision, (bidder is to provide a copy of an agreement or payslip to attest this)

v. employees have no restrictions in joining a trade union a declaration is to be provided by the bidder

vi. A valid Collective Agreement in place - A collective agreement is in place and registered with the Department of Industrial and Employment Relations (or an equivalent foreign authority if the Economic Operator is registered abroad. In all instances, the collective agreement must include the criteria of employment law conditions as set by Employment and Industrial Act (EIRA) Cap 452 and subsidiary applicable Legislations. If a company is registered in a foreign country and has a collective agreement in place the Economic Operator shall also submit a self-declaration whereby it is declared that such agreement include the minimum criteria of Employment Law as described above

EIRA CAP 452 may be accessed from  
<http://www.justiceservices.gov.mt/DownloadDocument.aspx?app=lom&itemid=8918&l=1>

Economic Operators are to provide a copy of a valid collective agreement, as an attestation of the above.

**(documents shall be submitted at tendering stage)**

## 10. Health and Safety

The contractor shall allocate all necessary resources to safeguard the health and safety of the operatives, including those of subcontractors, and of any persons providing cleaning services during the contract which includes cleaning services from heights and for windows cleaning. The contractor shall undertake to perform all necessary risk assessments, Health and Safety procedures and maintain all relevant supporting records as required by Maltese Legislation, good practice and as may be required. The Contracting Authority reserves the right to request provision of these records at any time during the contract period.

This also includes the provision of all necessary Personal Protective Equipment (PPE) provided by the Contractor, mainly to employee on site who must wear safety boots, gloves, masks and all the necessary safety clothing to protect themselves; vaccinations and medical check-ups if required) to all employees, including those of subcontractors employed on site or who are employed to execute the services requested In this contract.

The Contractor shall ensure that the employee on site have been inoculated and given the necessary vaccines as deemed fit in particular against Tuberculosis, Hepatitis A & B, Tetanus, Polio and Typhoid. The Contracting Authority reserves the right to request certification.

## SECTION 4 - SUPPLEMENTARY DOCUMENTATION

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

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

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

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

### ***4.4 - 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.

### ***4.5 - 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 call, 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)).