

29 February 2024

Public Contracts Review Board
Notre Dame Ditch
Floriana FRN 1601
Malta



Dear Sirs

Re: Negotiated Procedure for the Provision of Home Help in the Community Services in Malta – AACC – Ref. NP03/2024 (“2024 Negotiated Procedure”)

1. We have been instructed by **Bad Boy Cleaning Services Limited (C8836)** (the “**Claimant**”) to lodge an application in terms of Regulation 270 of the Public Procurement Regulations (the “**PPR**”) in connection with the above-captioned 2024 Negotiated Procedure.
2. The Claimant is aggrieved by the Contracting Authority’s decision to resort to a negotiated procedure without prior publication and to award the 2024 Negotiated Procedure to **Support Services Limited (C30778)** (the “**Incumbent Contractor**”).

A. Background

3. On the 14 April 2023, the Department of Contracts on behalf of the Active Ageing and Community Care (the “**Contracting Authority**”) issued CT2390/2022 *Framework Agreement for the Provision of Home Help Services in the Community within the Active Ageing and Community Care* (the “**Framework Agreement**”) (**Document C-2**).
4. On 23 May 2023, no less than 6 tenderers submitted their offer pursuant to the Framework Agreement (**Document C-3**).
5. The Claimant submits that the Framework Agreement was issued to open the relevant market for the provision of home help services to genuine competition.

As shall be proven during these proceedings, the Incumbent Contractor has long been the beneficiary of direct awards for the provision of the subject-matter of the Framework Agreement.

6. The Claimant has now learnt that *half-way through* the evaluation of the Framework Agreement, and on 28 July 2023, the Contracting Authority invited the Incumbent Contractor to participate (presumably exclusively) in NP19/2023 *Negotiated Procedure for the Provision of Home Help in the Community Services in Malta* (the "**2023 Negotiated Procedure**") (**Document C-4**).

7. The Claimant was not invited to the 2023 Negotiated Procedure and was not aware of it at the time of its issue.

The Incumbent Contractor was, naturally, the only economic operator to submit an offer for the price of €1,923,740.

8. On 28 August 2023, the 2023 Negotiated Procedure was awarded to the Incumbent Contractor (**Document C-5**).

9. On 24 October 2023, 3 tenderers were shortlisted and invited to enter into the Framework Agreement, namely, the Claimant, the Incumbent Contractor, and Villa Anna Teresa Operating Limited (C87095) (**Document C-6**).

No appeals were lodged against the Contracting Authority's decision of 24 October 2023

10. However, and on 4 January 2024, the Contracting Authority, yet again, invited the Incumbent Contractor to participate (presumably exclusively) in NP01/2024 *Negotiated Procedure for the Provision of Home Help in the Community Services in Malta* (the "**Cancelled Negotiated Procedure**"). The Incumbent Contractor was, naturally, the only economic operator to submit an offer for the price of €867,230.

However, this Negotiated Procedure was cancelled by the Contracting Authority on the 11 January 2024 (**Document C-7**).

11. The Claimant was not invited to the First Negotiated Procedure and was not aware of it at the time of its issue.

12. Just a few days later, once again unbeknownst to the Claimant, the Contracting Authority on the 23 January 2024 invited the Incumbent Contractor to participate in the above-captioned **2024 Negotiated Procedure** with the only difference being the financial value which in this case was of €961,870. This is an increase of just short of €100,000.

13. The Claimant, out of pure coincidence, learnt of this Negotiated Procedure through Government's electronic public procurement system ("**ePPS**").¹ The Claimant was not

¹ <www.etenders.gov.mt>

invited to this Negotiated Procedure, and therefore, the Claimant has no information about it other than what appeared publicly on ePPS (**Document C-8**).

14. On 20 February 2024, the Contracting Authority issued a decision recommending the award of the 2024 Negotiated Procedure to the Incumbent Contractor by accepting its financial offer of **€1,011,010** (**Document C-1**).

The Contracting Authority communicated this decision by issuing a notice purporting to be a voluntary ex-ante transparency notice and put the market on notice that in view of this notice, a minimum 10-day standstill period shall be observed, and this in accordance with Regulation 270 of the PPR. Therefore, any appeals in terms of the PPR ought to be lodged by 1 March 2024.

15. The Claimant was not notified of this decision. The Claimant learnt about this decision, again coincidentally, by checking on ePPS.
16. That in view of the above, the Claimant is aggrieved by the decisions and conduct taken by the Contracting Authority with respect to this Negotiated Procedure and this as will be explained below.

B. First Ground of Appeal: The Contracting Authority could not award the Negotiated Procedure to the Incumbent Contractor

17. The Claimant submits that the Contracting Authority is recommending the award of this 2024 Negotiated Procedure to the Incumbent Contractor without this being permissible at law.
18. That the Negotiated Procedure could have been awarded without prior publication in terms of Regulations 150 *et seq.* of the PPR which require:
 - a. The Director General (Contracts)'s prior approval to use the negotiated procedure without prior publication. This approval must be requested and provided in writing **in advance**. The Contracting Authority must have sent a duly substantiated request to substantiate the need to use this procedure.

and

 - b. That one of the grounds provided for in Regulation 154 of the PPR for the use of the negotiated procedure without prior publication subsists.
19. The Claimant submits that according to Regulation 150(1) of PPR, the prior approval of the Director General (Contracts) must have been obtained for the use of a negotiated procedure without prior publication, and, that it is practice, that the Director General's

prior approval is also obtained prior to the award of any public contract pursuant to negotiated procedure.

This is not just a formalistic exercise but rather is an approval which is required as a matter of law; *ad validitatem*.

20. The Claimant submits that it has no evidence in hand, at the date of filing of this application, that this prior approval was duly obtained. On this basis, the Claimant is assuming that such a prior approval was *not* obtained since, as shall be explained in the subsequent paragraph, any such request (if made at all) could not have substantiated the use of the negotiated procedure without prior publication.
21. The Claimant has gone through each ground exhaustively listed in Regulation 154 of the PPR (in the case of public service contracts) and none of those grounds exist in the case of the Negotiated Procedure:
 - a. Regulation 154(a) is inapplicable because the Framework Agreement was awarded according to law to three tenderers and therefore it cannot be said that there were “*no tenderers or no suitable tenderers or no requests to participate [...] in response to an open procedure*”.
 - b. Regulation 154(b) is inapplicable since competition in the market for the provision of the services described in the 2024 Negotiated Procedure is clearly evidenced in the number of interested tenderers who took part in the Framework Agreement.
 - c. Regulation 154(c) is inapplicable since there is evidently no case of extreme urgency as contemplated in the law—which as this Honourable Board is aware, has been interpreted restrictively by jurisprudence of the Courts of Justice of the European Union. It is opportune to raise, at such an early stage, that urgency caused by the Contracting Authority’s negligence or delay to issue a new tender does not qualify as “extreme urgency”.

In furtherance to this, there is no evidence of “extreme urgency” given that the Contracting Authority had the time to issue no less than 3 Negotiated Procedures (as evidenced above) relating to the same subject matter in the *interim*.
 - d. Regulation 154(d) is inapplicable *inter alia* because repetition of similar services cannot be resorted to 3 years following the conclusion, that is, the signing of a public contract awarded by means of an open, competitive tender procedure. This is not the case as shall be proven during the proceedings.
 - e. Regulation 154(e) is inapplicable because it certainly cannot be said that any design contest was involved, where design contest is defined as, “*those*

procedures which enable the contracting authority to acquire, mainly in the fields of town and country planning, architecture and engineering or data processing, a plan or design selected by a jury after being put out to competition with or without the award of prizes”.

- f. Regulation 154(f) is inapplicable since the Incumbent Contractor is not, according to the Claimant’s knowledge and that provided on the Malta Business Registry website, in winding-up or any similar procedure.
22. Therefore, and on this basis, the Contracting Authority had no basis or grounds to recommend the award the 2024 Negotiated Procedure to the Contract Beneficiary by way of a “negotiated procedure without prior publication” in accordance with law.
- C. Second Ground of Appeal: The Contracting Authority has not used the VEAT notice mandatorily required by law**
23. The Claimant submits that the Contracting Authority has failed to use the VEAT notice mandatorily required by law.
24. Article 3a of the Remedies Directive provides:

Content of a notice for voluntary ex ante transparency

The notice referred to in the second indent of Article 2d(4), the format of which shall be adopted by the Commission in accordance with the advisory procedure referred to in Article 3b(2), shall contain the following information:

- (a) the name and contact details of the contracting authority;*
- (b) a description of the object of the contract;*
- (c) a justification of the decision of the contracting authority to award the contract without prior publication of a contract notice in the Official Journal of the European Union;*
- (d) the name and contact details of the economic operator in favour of whom a contract award decision has been taken; and*
- (e) where appropriate, any other information deemed useful by the contracting authority*

25. The standard form is attached to this application as **Document C-9**.
26. The “voluntary ex-ante transparency notice” purportedly uploaded on ePPS by the Contracting Authority is not valid given that it does not comply with the standard form and does not provide the minimum information a VEAT notice should disclose.

27. Further, the notice should also have been published on the Official Journal of the European Union. The Claimant has found no such notice published on the CJEU.

THEREFORE, the Claimant humbly demands that this Honourable Board should:

- a. declare that the issue of the 2024 Negotiated Procedure is wrong and, or illegal;
- b. declare that the Contracting Authority's recommendation of the 2024 Negotiated Procedure to the Incumbent Contractor is wrong and, or illegal;
- c. cancel and revoke the 2024 Negotiated Procedure and, or the proposed award of the 2024 Negotiated Procedure to the Incumbent Contractor;
- d. order the refund of the deposit paid by the Claimant;

subject to any declaration or order as it deems fit and opportune.

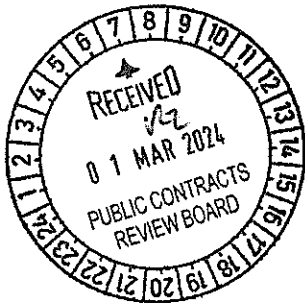
Yours sincerely,
Ganado Advocates


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In the Public Contracts Review Board



In the records of an appeal lodged in connection with procurement procedure reference number NP03/2024 (the "Negotiated Procedure") in the names of:

Bad Boy Cleaning Services Limited (C8836)

versus

Active Ageing & Community Care et

APPLICATION of the appellant Bad Boy Cleaning Services Limited (C8836)

1. This is an application for the disclosure of documentation and/or information pertaining to the negotiation procedure in question, namely:
 - a. The duly substantiated request submitted by Active Ageing and Community Care as Contracting Authority ("CA") to the Department of Contracts ("DOC") in terms of Regulation 150(2) of the Public Procurement Regulations ("PPR"); and
 - b. The procurement documentation of the Negotiated Procedure

This application is being filed simultaneously with an appeal in terms of Regulation 270 of the PPR.

2. The Appellant seeks the disclosure of these specific and narrow categories of documents and/or information for it to be in a position to exercise its remedy at law effectively.
3. That the requests being made are certainly not unreasonable nor are they intended to distort competition in any way. The Appellant will substantiate in a detailed manner why each request is relevant to the dispute in question and why the disclosure of such information and/or documentation should not be considered as being of a commercial sensitive nature.
4. The Appellant submits that its requests for disclosure ought to be upheld for the following reasons.
5. **First** the requested disclosures are necessary to ensure the efficacy of the remedies framework provided in the PPR to which the Appellant is entitled. The Appellant must be aware of this documentation and/or information to be able to effectively scrutinise the decision to award the Negotiated Procedure to the Incumbent Contractor.
6. **Second**, the information to be disclosed simply does not (and cannot) constitute commercially sensitive information or a trade secret, which may prejudice the legitimate commercial interests of the Incumbent Contractor, if disclosed.
7. **Third**, the requested information is clearly very important to the award of this Negotiated Procedure. Given the importance of this information, the essential content of the information

must be accessible to the Appellant in view of the principle of transparency and the right to an effective remedy.¹

8. **Fourth**, this information, which was specifically submitted by the Incumbent Contractor to the CA within the context of this Negotiated Procedure, has absolutely no commercial value in the wider context of the Incumbent Contractor's activities, and therefore, its disclosure cannot and should be refused.²
9. The Appellant will now substantiate why each request should be upheld by this Honourable Board:

A. Disclosure of the Duly Substantiated Request Submitted in terms of Regulation 150(2) of the PPR

10. This information is of particular importance in determining whether the CA abided by that laid out in Regulation 150 of the PPR which provides as follows:

"(1) Upon being requested in writing by the contracting authority the Director may, subject to any conditions he may deem appropriate to impose, approve the use of the negotiated procedure without prior publication for public works contracts, public supply contracts and public service contracts as specified in the following regulations.

(2) The request made by the contracting authority must duly substantiate the need for the negotiated procedure."

Additionally, and in accordance with Regulation 154, there exist only a handful of instances where the negotiated procedure can be used, and this as set out in detail in the Appellant's appeal lodged on the 1 March 2024.

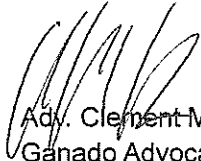
B. Procurement Documentation of the Negotiated Procedure

11. Given that there is no tender dossier and given the fact that the Appellant has absolutely no information about the Negotiated Procedure in question, this has had the effect of impeding as well as hindering the effective use of the Appellant's remedies at law.
12. The Appellant has a right at law to request such information given that it was not invited to the Negotiated Procedure in question and therefore has no knowledge about it other than the singular document that appears on the ePPS already attached to the appeal and marked as "**Document C-4**".
13. The documentation being requested is most certainly public information and therefore should be disclosed in these proceedings without any delay.
14. Furthermore, the Appellant submits that the requested information ought to be disclosed before the hearing and made available to the Appellant in advance given its right to effective judicial protection, but more importantly, so that the case is efficiently carried out.

¹ C-54/21 Antea Polska (17 November 2022) para 80.

² Ibid para 79.

THEREFORE, in view of the above, the Appellant humbly requests that this Honourable Board orders the CA, before any hearing is scheduled, to disclose the information and documentation requested above to the Appellant and/or the Appellant's legal counsel, as the case may be, save for any declaration or order that it deems fit and opportune.



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TODAY, 29 FEBRUARY 2024
VALLETTA, MALTA



Bank of Valletta p.l.c
 Registration Number: C 2833
 Registered Office: 58 Zachary Street, Valletta VLT 1130 - Malta

Pay third party

Printed by: Mrs. Claudine Ellul Sullivan
 Printed on: 29/02/2024 - 06:28
 Document ID: 19254797

Transaction details

Payer's name:	BAD BOY CLEANING
Beneficiary name:	Cashier Malta Government
Relation:	Administrative Services
Reason:	Other
Payment details:	Deposit re Appeal Ref. NP03/2024 ... 2024 Negotiated Procedure
Currency:	EUR - Euro
Beneficiary IBAN/Account:	MT55MALT011000040001EURCMG5001H
Beneficiary IBAN/Account type:	Valid IBAN of country - Malta
Bank name:	Other bank
Bank address / Bank's BIC:	Insert the beneficiary bank BIC manually
Bank's BIC:	MALMTMT
Beneficiary address:	No
From account:	1480014801 9 (EUR)
Charges should be paid by:	Shared - I pay BOV charges; Cashier Malta Government pays the beneficiary bank charges
Amount:	EUR 5,055.05
BOV to transfer the money:	as soon as possible
Receiving bank to get the money as:	normal priority payment
Saved template:	no

Additional information

Credit amount:	EUR 5,055.05
Debited amount (excluding charges):	EUR 5,055.05
Estimated amount to be withdrawn from account:	EUR 5,059.05
Transaction charge:	EUR 4.00

Transaction result

Status:	Your instructions have been processed successfully.
Transaction ID:	139440092

Document C-1



ACTIVE AGEING AND COMMUNITY CARE
MINISTRY FOR HEALTH & ACTIVE AGEING
FXB Building,
Mdina Road
Qormi
Tel: (+356) 2278 8444-451-232
email: procurement-aacc@gov.mt



Date: 20th February 2024

In terms of Regulations/Clauses 270-276 of Part IX of LN 352 of 2016, the public is hereby notified that the following award will be made as indicated below:

AdvertNo.	Subject	Decision		Recommended Tenderer	Grand total cost excl. VAT
		Award	Cancellation		
NP03/2024	Negotiated Procedure for the Provision of Home Help in the Community Services in Malta	Yes	No	Support Services Ltd	€1,011,010.00

****Notification****

This direct award is subject to a "voluntary Ex-Ante Transparency Notice" (VEAT Notice) where economic operators have the opportunity to challenge the decision of the award. In view of this a minimum 10-day standstill period, before the contract is awarded must be observed.


FOR HEAD OF CONTRACTING AUTHORITY
Mary Grace Balzan
Procurement Manager 1
Active Ageing & Community Care



REFERENCE NUMBER: CT2390/2022

SERVICES
FRAMEWORK AGREEMENT FOR THE PROVISION OF
HOME HELP SERVICES IN THE COMMUNITY
WITHIN THE ACTIVE AGEING & COMMUNITY CARE

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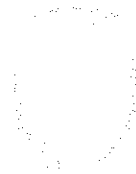
This project is being financed through local budget.

DEPARTMENT OF CONTRACTS

Notre Dame Ravelin
Floriana
FRN 1600
Malta
Tel: (356) 2122 0212
Email: info.contracts@gov.mt

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SECTION 1 - INSTRUCTIONS TO TENDERERS

Pre-Ambles

1. Objectives of this Invitation

Pursuant to the provisions of the Public Contracts Regulations, the beneficiary, intends to award a framework agreement to multiple economic operators and subsequently shall issue “Call-off” contracts for the Provision of home help services in the community within Active Ageing and Community Care.

2. Scope of Services

This is a call for the provision of home help services in the community.

3. Procurement process

Candidates who would like to participate in the selection of shortlisted candidates are required to submit the requested information on the basis of which evaluation will be made to establish their compliance to the requirements laid down by the Contracting Authority.

Candidates are required to make their submission which will be progressively evaluated through the following stages, moving from one stage to the next if they are compliant in the previous stage.

- Administrative compliance
- Eligibility and Selection compliance, and
- Technical compliance

Candidates who are administratively compliant, meet the selection criteria and are technically compliant shall be shortlisted candidates and will be required to participate in call-off contracts for the provision of service in accordance with the published provisions in this document by submitting their financial offer for the service requested. The prices submitted in tenders for call-off contracts shall be for the items offered in the initial framework and shall take account of all that is required for the full and proper performance of the contract in accordance with the terms and conditions laid down in the initial framework and the requirements of the tenders for call-off contracts.

Shortlisted candidates have to guarantee that they will provide services of the same quality as that offered in the initial framework during the duration of the framework agreement.

4. Participation in framework agreement

Participation in the framework agreement shall be open to all persons and organisations that satisfy the criteria for participation set out in this invitation. Providers who enter into the framework agreement with the Contracting Authority shall be invited to compete in subsequent ‘call-offs’ or ‘call-offs with mini competitions’ for award of Call-Off contracts.

The Contracting Authority shall reserve the right to strike-off a provider from the framework agreement should the contractor’s performance prove unsatisfactory as detailed in the Technical Specifications.

5. *Duration of framework agreement*

The framework agreement shall run for an overall period of three (3) years, with the possibility to be extended for two (2) periods of six (6) months each from the date of the signature on Contract as endorsed by the Contracting Authority and the respective providers.

6. *Use of framework agreement*

The framework agreement sets out the terms and conditions for subsequent call-offs but in itself places no obligations, on the Contracting Authority to procure anything. As contracts are established only when a “Call- Off” is adjudicated, the Contracting Authority will therefore remain free to use the framework agreement when it so deems it appropriate, but to go elsewhere if it does not.

The Contracting Authority thus reserves the right that, during the service life of the framework agreement, it may appoint other providers from outside the framework agreement, and through other procedures, procure services that are similar or identical to those procured under the framework agreement.

In line with S.L.601.03 the contract signed shall also identify the Contracting Authorities that shall make use of the framework.

7. *Signing of the framework agreement*

If a shortlisted candidate fails to sign and return the agreement and any other required documentation within the prescribed timeframe, the Contracting Authority may consider the acceptance of the candidacy to be cancelled without prejudice to the Contracting Authority’s right to seize the bid bond, claim compensation or pursue any other remedy in respect of such failure, and the successful candidate will have no claim whatsoever on the Contracting Authority.

Only the signed framework agreement will constitute an official commitment on the part of the Contracting Authority, and shortlisted candidates will not become shortlisted candidates until the framework agreement has been signed by the Contracting Authority and the selected candidate.

8. *“Call-off contracts”*

Providers who enter into the framework agreement with the Contracting Authority shall be invited to compete in subsequent restricted competition procedures for award of Call-Off contracts every six (6) calendar months.

Each “Call-off” contract awarded to a Provider will be covered by a specific Contract of Services.

Contractors shall not be able to exchange, transfer, or otherwise re-assign any “Call-Off” adjudicated to them, to other contractors in the framework agreement without the written consent of the Contracting Authority.

9. *Pricing Mechanism*

The financial offer submitted at the establishment stage of the Framework Agreement will only be binding in the case where the shortlisted candidate/s are not sufficient to ensure genuine competition.

10. *Performance Guarantee*

Where the contract is a Framework Contract, the Special Conditions may allow for the performance guarantee to cover the yearly/annual total contract value. The Performance Guarantee shall be submitted after the award of a call off and not in the initial Framework.

1. *General Provisions*

1.1 The subject of this framework contract is the provision of Home Help services in the Community within the 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**.

This Framework Agreement shall be operative for a period of three (3) years from the date of the last signature of the first contract of service with the possibility to be extended for two (2) periods of six (6) months each, (each such period as an 'Extension'). Each Call-off shall be issued every six (6) months. **The successful tenderer will have three (3) weeks to be used for mobilisation purposes, The INCOTERM²⁰²⁰ applicable shall be Delivery Duty Paid (DDP).**

1.3 The Estimated Procurement Value for this Call for Tenders has been based on comprehensive research including appropriate financial analysis. In the context of this procurement, the Estimated Procurement Value, based on market research, is that of €10,519,000.00 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 The final beneficiary of this framework contract is Active Ageing and Community Care within the Ministry for Active Ageing.

2. Timetable

The timetable is as per the dates set through the CfT workspace on the ePPS.

	DATE	TIME*
Deadline for request for any additional information from the Contracting Authority.	29/04/2023	09:30am
Clarifications by registered users to be sent online through www.etenders.gov.mt		
Last date on which additional information can be issued by the Contracting Authority	04/05/2023	09:30am
Deadline for Submission of Tenders (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)	16/05/2023	09:30am
Tender Opening Session (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)	16/05/2023	10:00am
* Central European Summer Time (CEST) as applicable		

3. Lots

- 3.1 This tender is not divided into lots, and tenders must be for the whole of quantities indicated. Tenders will not be accepted for incomplete quantities.

This tender is not divided into lots due to accountability and manageability purposes involved in the provision of services.

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

Economic Operators are to complete the Eligibility Section through the tender response format ^(Note 2)

If applicable, the necessary forms - such as the Power of Attorney, are to be uploaded through the tender response format/ePPS/xml structure by the Economic Operator, as indicated in the relevant fields of the tender structure.

(B) Exclusion (including Blacklisting) and Selection Criteria - information to be submitted through the European Single Procurement Document (ESPD) in the tender response format^(Note 2)

The Exclusion (including Blacklisting) criteria are to be completed by the Economic Operator in the ESPD (Tender response format) under Part III titled 'Exclusion Grounds' which includes the following:

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

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

Selection Criteria ^(Note 2) - NOT APPLICABLE

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

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 (2020 till 2022) to ensure that he has the financial capability to operate such a project according to the criteria hereunder.

The general yearly turnover during the past three (3) years shall be not less than €1,000,000 per year. This information shall be included in the indicated field of the integrated ESPD.

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

i. Performance of Service of the Specified Type

List of principal services of a similar nature being Home Help to substantiate the below. The list should include:

- a. The number of services of a similar nature as described above effected between 2020 and 2022. 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 between 2020 and 2022. 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.

ii. **Subcontracting Proportion**

Provide data concerning subcontractors and the percentage of works to be subcontracted. This information shall be included in the online ESPD form in Part IV: Selection criteria - Technical and professional ability.

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

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

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

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

(C) Specifications

- (i) Tenderer's Technical Offer in response to specifications to be submitted online through the prescribed Tender Response Format and by using the Tender Preparation Tool provided. ^(Note 3)

The Technical offer shall include the following:

Tenderer's Technical Offer ^(Note 3)

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

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). ^(Note 2)

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.

- (ii) Literature - Not applicable
- (iii) Samples - Not applicable

(D) Financial Offer

- (i) A financial offer calculated on the basis of **Delivered Duty Paid (DDP) (Grand Total)** for the required service will be requested later on for each Call-Off for which the cheapest compliant offer will be recommended for award.
- (ii) A filled-in Financial Bid Form is still to be submitted as per Tender Response Format. However, the financial offer submitted at the establishment stage of the Framework Agreement will only be binding in the case where the shortlisted candidate/s are not sufficient to ensure genuine competition.
(Note 3)

In case of any discrepancy the xml tender structure shall prevail.

The above does not apply in instances wherein the financial bid form consists of a Bill of Quantities (BoQ) or financial bid forms where the total can be arithmetically worked out and/or corrected if, as, and when necessary / applicable.

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 rectifications shall be allowed. Only clarifications on the submitted information may be requested. Tenderers will be requested to clarify the submitted information within five (5) working days from notification.*

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 sole award criterion will be the price. The contract will be awarded to the tenderer submitting the cheapest priced offer satisfying the administrative and technical criteria.

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 framework contract 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 8444/232/451
Email: procurement-aacc@gov.mt

At tendering stage, all correspondence related to the framework contract is to be made through the electronic public procurement system (ePPS). On award of the contract, the Contractor will be provided with full contact details of the AACC Representative who will be in charge of this service. All correspondence shall include the framework contract reference number.

- 2.5 The contract is made up of the following documents, in order of precedence:
- (a) the signed agreement;
 - (b) the Special Conditions;
 - (c) the General Conditions;
 - (d) the Contracting Authority's terms of reference and design documentation;
 - (e) the Contractor's technical offer, and the design documentation submitted by the Contractor (drawings);
 - (f) the financial bid form (after arithmetical corrections if any)/breakdown;
 - (g) the tender declarations in the Tender Response Format;
 - (h) any other documents forming part of the contract.

Addenda have (including clarifications/rectifications at evaluation stage) the order of precedence of the document they are modifying.

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.

This is a Framework Agreement, thus the Performance Guarantee may cover the yearly/annual total contract value¹, which means that the performance guarantee is calculated on the total contract value, and then divided by the number of years covered by the contract.

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 and polo-shirt. 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

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

13.2 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 Conditions:

- 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 has to provide the training course certificate of attendance for every employee, showing that all employees have carried out the necessary training.
- e. In view of the sensitive nature of this service, the nominated employees may be required to sit in front of the Contracting Authority's selection panel prior to them being engaged on the contract.
- f. 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.
- g. 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).

- h. 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.
- i. The minimum rates payable to Contractors shall be in line with the latest Department of Contracts Circular No 04/2023 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.
- j. The following tables depict the Minimum Hourly Rates Payable to Contractors (excl. vat) for the year 2023. Contractors are to note that their employees are to receive the Government Weekly Allowances and Government Bonuses in their appropriate month.

Home Helpers - Salary Scale 18 Minimum Hourly Rates Payable to Contractors (excl. VAT)	Mon-Sat Basic Rate	Vacation Leave	Bonus / Weekly Allowance	Public Holidays	National Insurance	Sick Leave	Maternity Leave Fund	Total Cost payable to Contractor
2023	€6.34	€0.91	€0.25	€0.49	€0.64	€0.21	€0.03	€8.87

Article 18: Execution of the Contract

- 18.1 The contract shall be effective from the date of the last signature on the first contract for service. The Contractor will have three (3) weeks to be used for mobilisation purposes.
- 18.2 Each Call-off shall be issued every six (6) months. This Framework Agreement shall be operative for a period of three (3) years from the date of the last signature of the first contract of service with the possibility to be extended for two (2) periods of six (6) months each, (each such period as an 'Extension').

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 contract price shall be imposed on the Contractor for every day elapsed as 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 €50.00 excluding vat, per household 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 €50.00 excluding vat, per household 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 within one (1) week - **€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 above 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 number of requests for home help service provision by the general public. 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, this 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: Financial Guarantee

- 27.2 Not applicable.

Article 30: Revision of Prices

- 30.1 In addition to the General Conditions, the price shall be fixed in line with each call-off made by the Contracting Authority to cover the period as stipulated in the call-off.

The Contracting Authority reserves the right to issue call-offs at its discretion, however it is expected that each call-off shall cover the supply of a minimum of 6 (six) months during which the price shall remain fixed for this period. No adjustment to the price shall be allowed or entertained during this period.

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.



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SECTION 3 - TERMS OF REFERENCE (Note 3)

Where in this framework contract 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 three (3) years and providing an estimate of seven thousand five hundred (7,500) 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 ($\pm 20\%$) 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 Service Provider

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
 - Act as Relievers to Contractor'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'.

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 residences 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 to clean up, put things in order and change bed linen.
- Helping in the preparation of breakfast.
- Accompanying clients for short walks (if requested by client).
- Helping clients to do their laundry.
- Ironing of clients' personal clothes as needed.
- 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 when a helper terminates employment. This is to be done within 24-hours from occurrence and by means of an email to the Contracting Authority's supervisor.

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.
- 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

If, and when, required by the Health Authority 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. 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 place of work.

7. Quality of Service Provision

The Contractor must ensure that the expected level of service is provided. The Contractor shall have a Quality of Service which shall include, but not limited to, the following Standard Operating Procedures (SOPs) and Policies:

- Complaints;
- Incident Reporting;
- Disciplinary Proceedings;
- Smoking;
- Substance Abuse;
- Mobile Use;
- Gifts Policy;
- Uniform;
- Data Protection and Confidentiality;
- Zero Tolerance to Abuse.

Within one (1) month from signature on contract agreement, the Contractor shall provide full SOPs and Policies accordingly.

8. 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:

- 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.

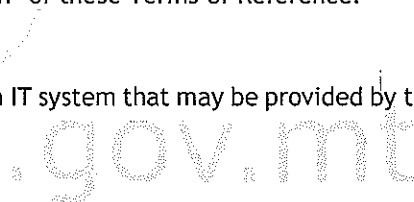
4.3.2. Customer Care

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 service for new clients

The Contractor must commence the service for new clients 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 of helper to client.
- 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 a temporary period of time.

Failure by the Contractor to commence service within this timeframe will incur a penalty of €50 per household 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 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 €50 per household 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 €50 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 are 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 and always provide a receipt.
- viii. Helpers are required to safeguard the property of clients during delivery of service and are required to report any loss or damage to third party property to the Contracting Authority.
- ix. Helpers should enable service users by 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 Contracting Authority.

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 Contracting Authority;
- 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 is to be provided in all localities in Malta.

5.2 - Commencement Date & Period of Execution

Commencement should be within three (3) weeks from the last date of the signature of the contract and the period of execution of the contract will be three (3) years from the date of the last signature on contract agreement, with the possibility to be extended for two (2) periods of six (6) months each (each such period as an 'Extension').

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 800 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 his/her 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 800 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 reason were 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. 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 €50 per household 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 €50 per household 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 above 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 this framework contract.

SECTION 4 - SUPPLEMENTARY DOCUMENTATION

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

4.2 - Glossary

4.3 - Specimen Performance Guarantee

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

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

4.6 - General Conditions of Contract

The full set of General Conditions for Services Contracts (Version 4.5) can be viewed/downloaded from the 'Resources Section' at: www.etenders.gov.mt

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

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

4.7 - General Rules Governing Tendering

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



CFT TITLE: CT2390/2022 - Framework Contract for the Provision of Home Help Services in the Community within the Active Ageing and Community Care (Status: Established)

CFT CA UNIQUE ID: CT2390/2022

NUMBER OF ENVELOPES: 1

DATE OF PUBLICATION/INVITATION: 14/04/2023 08:57

CLOSING DATE: 23/05/2023 09:30

OPENING DATE: 23/05/2023 10:00

SORT: ENVELOPE (A-Z) ▾

Table with 4 columns: Envelope Type, Name, ID, and Amount. Rows include RJ-JV, Support Services Ltd, J.F. SERVICES Limited, BAD BOY CLEANING SERVICES LIMITED, Villa Anna Teresa, and ACJ Cleaning and Hospitality Services Ltd.

Recommendation Attachment

SORT: EVAL. ROUND (A-Z) ▾

Table with 3 columns: ID, Date/Time, and Action. Row 1: 1, 24/10/2023 15:52, Download

NUMBER OF APPEALS: 0

CFT TITLE: **Negotiated Procedure for the Provision of Home Help in the Community Services in Malta (Status: Awarded)**

CFT CA UNIQUE ID: NP19/2023

NUMBER OF ENVELOPES: 1

DATE OF PUBLICATION/INVITATION: 28/07/2023 09:55

CLOSING DATE: 04/08/2023 09:30

OPENING DATE: 04/08/2023 10:00

SORT: ENVELOPE (A-Z) ▾

Single	Support Services Ltd	196617	1,923,740.00
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Recommendation Attachment

SORT: EVAL. ROUND (A-Z) ▾

1	28/08/2023 14:14	Download
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NUMBER OF APPEALS: 0

Awarded Details

AWARDING DATE : 04/10/2023 11:13

SORT: EO NAME (A-Z) ▾

Support Services Ltd	N/A	1923740.00
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Document C-5



ACTIVE AGEING AND COMMUNITY CARE
MINISTRY FOR ACTIVE AGEING
FXB Building,
Mdina Road
Qormi
Tel: (+356) 2278 8444-451-232
email: procurement-aacc@gov.mt



Date: 28th August 2023

In terms of Regulations/Clauses 270-276 of Part IX of LN 352 of 2016, the public is hereby notified that the following award will be made as indicated below:

Advert No.	Subject	Decision		Recommended Tenderer	Grand total cost excl. VAT
		Award	Cancellation		
NP19/2023	Negotiated Procedure for the Provision of Home Help in the Community Services in Malta	Yes	No	Support Services Ltd	€1,923,740.00

Notification

This direct award is subject to a "voluntary Ex-Ante Transparency Notice" (VEAT Notice) where economic operators have the opportunity to challenge the decision of the award. In view of this a minimum 10-day standstill period, that is till Thursday 07th September 2023, before the contract is awarded must be observed.

Mary Grace Balzan
Procurement Manager 1
Active Ageing & Community Care


FOR HEAD OF CONTRACTING AUTHORITY

Document C-6

The public is hereby notified that during the session held on Tuesday, 24 October 2023, the General Contracts Committee made the recommendations indicated below. The Director General (Contracts) has agreed with their recommendations.

Advert No.	Subject	Decision		Shortlisted Tenderer	Price Excluding VAT	Deposit
		Award	Fresh Call / Cancellation		€	€
CT 2390/2022	FRAMEWORK CONTRACT FOR THE PROVISION OF HOME HELP SERVICES IN THE COMMUNITY WITHIN THE ACTIVE AGEING AND COMMUNITY CARE	Yes	-	TID 192773 Support Services Ltd TID 192768 Bad Boys Cleaning Services Limited TID 192802 Villa Anna Teresa	n/a	€52,595.00

Tenderers are informed that any objection to the decisions listed above must reach the Public Contracts Review Board by not later than Friday, 03 November 2023, or ten days from the date of notification to the respective bidder. Objections must be accompanied by a deposit to the amount indicated against each respective advert, otherwise will not be considered. Tenderers are to note that this information does not imply any obligation on the part of Government to actually implement any of the decisions indicated.

Anthony Cachia (signed)

Director General (Contracts)

Graziella Calleja (signed)

Secretary

General Contracts Committee

24 October 2023

Date



CFT TITLE: **Negotiated Procedure for the Provision of Home Help in the Community Services in Malta (Status: Cancelled)**

CFT CA UNIQUE ID: NP01/2024

NUMBER OF ENVELOPES: 1

DATE OF PUBLICATION/INVITATION: 04/01/2024 11:13

CLOSING DATE: 11/01/2024 09:30

OPENING DATE: 11/01/2024 10:00

SORT: ENVELOPE (A-Z) ▾

Single	Support Services Ltd	203587	867,230.00
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CFT TITLE: **Negotiated Procedure for the Provision of Home Help in the Community Services in Malta (Status: Evaluation)**

CFT CA UNIQUE ID: NP03/2024

NUMBER OF ENVELOPES: 1

DATE OF PUBLICATION/INVITATION: 16/01/2024 10:31

CLOSING DATE: 23/01/2024 09:30

OPENING DATE: 23/01/2024 10:00

SORT: ENVELOPE (A-Z) ▾

Single	Support Services Ltd	203767	961,870.00
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Recommendation Attachment

SORT: EVAL. ROUND (A-Z) ▾

1	20/02/2024 13:22	Download
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NUMBER OF APPEALS: 0



Voluntary ex ante transparency notice

- Directive 2014/23/EU
- Directive 2014/24/EU
- Directive 2014/25/EU
- Directive 2009/81/EC

This notice aims at providing voluntary prior transparency as referred to in Article 2d(4) of Directives 89/665/EEC and 92/13/EEC on remedies, and Article 60(4) of Directive 2009/81/EC.

Section I: Contracting authority/entity

I.1) Name and addresses

Official name:			National registration number: ²
Postal address:			
Town:	NUTS code:	Postal code:	Country:
Contact person:			Telephone:
E-mail:			Fax:
Internet address(es)			
Main address: (URL)			
Address of the buyer profile: (URL)			

I.4) Type of the contracting authority (in the case of a notice published by a contracting authority)

- | | |
|---|---|
| <input type="radio"/> Ministry or any other national or federal authority, including their regional or local subdivisions | <input type="radio"/> Regional or local agency/office |
| <input type="radio"/> National or federal agency/office | <input type="radio"/> Body governed by public law |
| <input type="radio"/> Regional or local authority | <input type="radio"/> European institution/agency or international organisation |
| | <input type="radio"/> Other type: |

I.5) Main activity (in the case of a notice published by a contracting authority)

- | | |
|--|--|
| <input type="radio"/> General public services | <input type="radio"/> Housing and community amenities |
| <input type="radio"/> Defence | <input type="radio"/> Social protection |
| <input type="radio"/> Public order and safety | <input type="radio"/> Recreation, culture and religion |
| <input type="radio"/> Environment | <input type="radio"/> Education |
| <input type="radio"/> Economic and financial affairs | <input type="radio"/> Other activity: |
| <input type="radio"/> Health | |

I.6) Main activity (in the case of a notice published by a contracting entity)

- | | |
|--|--|
| <input type="radio"/> Production, transport and distribution of gas and heat | <input type="radio"/> Railway services |
| <input type="radio"/> Electricity | <input type="radio"/> Urban railway, tramway, trolleybus or bus services |
| <input type="radio"/> Extraction of gas and oil | <input type="radio"/> Port-related activities |
| <input type="radio"/> Exploration and extraction of coal and other solid fuels | <input type="radio"/> Airport-related activities |
| <input type="radio"/> Water | <input type="radio"/> Other activity: |
| <input type="radio"/> Postal services | |

Section IV: Procedure

IV.1) Description

IV.1.1) Type of procedure (please complete Annex D)

- Negotiated procedure without prior publication (in accordance with Article 32 of Directive 2014/24/EU)
- Negotiated procedure without prior call for competition (in accordance with Article 50 of Directive 2014/25/EU)
- Negotiated procedure without publication of a contract notice (in accordance with Article 28 of Directive 2009/81/EC)
- Award of a concession without prior publication of a concession notice (in accordance with Article 31(4) and (5) of Directive 2014/23/EU)
- Award of a contract without prior publication of a call for competition in the Official Journal of the European Union in the cases listed below (please complete point 2 of the Annex D)

IV.1.3) Information about framework agreement

The procurement involves the establishment of a framework agreement

IV.1.8) Information about the Government Procurement Agreement (GPA)

The procurement is covered by the Government Procurement Agreement yes no

IV.2) Administrative information

IV.2.1) Previous publication concerning this procedure ²

Notice number in the OJ S: [][][][]/S [][][]-[][][][][][][]

Section V: Award of contract/concession ¹

Contract No: [] Lot No: ²[] Title:

V.2) Award of contract/concession

V.2.1) Date of conclusion of the contract/concession award decision: (dd/mm/yyyy)			
V.2.2) Information about tenders The contract has been awarded to a group of economic operators <input type="radio"/> yes <input type="radio"/> no			
V.2.3) Name and address of the contractor/concessionaire ¹			
Official name:		National registration number: ²	
Postal address:			
Town:	NUTS code:	Postal code:	Country:
E-mail:		Telephone:	
Internet address: (URL)		Fax:	
The contractor/concessionaire will be an SME <input type="radio"/> yes <input type="radio"/> no (SME – as defined in Commission Recommendation 2003/361/EC)			
V.2.4) Information on value of the contract/lot/concession (excluding VAT)			
Initial estimated total value of the contract/lot/concession: ² []			
Total value of the contract/lot/concession: []			
or			
Lowest offer [] / Highest offer [] taken into consideration			
Currency: [][][]			
for framework agreements – total maximum value for this lot			
for contracts based on framework agreements, if required – value of contract(s) for this lot not included in previous contract award notices			
V.2.5) Information about subcontracting⁸			
<input type="checkbox"/> The contract/lot/concession is likely to be subcontracted			
Value or proportion likely to be subcontracted to third parties ⁴			
Value excluding VAT: [] Currency: [][][]			
Proportion: []%			
Short description of the part of the contract to be subcontracted:			
(Only in the case of a notice covered by Directive 2009/81/EC)			
<input type="checkbox"/> All or certain subcontracts will be awarded through a competitive procedure (see Title III of Directive 2009/81/EC)			
<input type="checkbox"/> A share of the contract will be subcontracted through a competitive procedure (see Title III of Directive 2009/81/EC)			
Minimum percentage: [] / Maximum percentage: []			
(The maximum percentage may not exceed 30 % of the value of the contract)			

Section VI: Complementary information

VI.3) Additional information:²

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VI.4) Procedures for review

VI.4.1) Review body		
Official name:		
Postal address:		
Town:	Postal code:	Country:
E-mail:		Telephone:
Internet address: (URL)		Fax:
VI.4.2) Body responsible for mediation procedures²		
Official name:		
Postal address:		
Town:	Postal code:	Country:
E-mail:		Telephone:
Internet address: (URL)		Fax:
VI.4.3) Review procedure		
Precise information on deadline(s) for review procedures:		
VI.4.4) Service from which information about the review procedure may be obtained²		
Official name:		
Postal address:		
Town:	Postal code:	Country:
E-mail:		Telephone:
Internet address: (URL)		Fax:

VI.5) Date of dispatch of this notice: (dd/mm/yyyy)

It is the contracting authority's/contracting entity's responsibility to ensure compliance with European Union law and any applicable laws.

¹ please repeat as many times as needed

² if applicable

⁴ if this information is known

⁸ optional information

²⁰ importance may be given instead of weighting

²¹ importance may be given instead of weighting; if price is the only award criterion, weighting is not used

Annex D1 – General procurement

Justification for the award of the contract without prior publication of a call for competition in the Official Journal of the European Union

Directive 2014/24/EU

(please select the relevant option and provide an explanation)

- 1. Justification for the choice of the negotiated procedure without prior publication of a call for competition in accordance with Article 32 of Directive 2014/24/EU**
- No tenders or no suitable tenders/requests to participate in response to
 - open procedure
 - restricted procedure
 - The products involved are manufactured purely for the purpose of research, experiment, study or development under the conditions stated in the directive (for supplies only)
 - The works, supplies or services can be provided only by a particular economic operator for the following reason:
 - absence of competition for technical reasons
 - procurement aiming at the creation or acquisition of a unique work of art or artistic performance
 - protection of exclusive rights, including intellectual property rights
 - Extreme urgency brought about by events unforeseeable for the contracting authority and in accordance with the strict conditions stated in the directive
 - Additional deliveries by the original supplier ordered under the strict conditions stated in the directive
 - New works/services, constituting a repetition of existing works/services and ordered in accordance with the strict conditions stated in the directive
 - Service contract to be awarded to the winner or one of winners under the rules of a design contest
 - Procurement of supplies quoted and purchased on a commodity market
 - Purchase of supplies or services on particularly advantageous terms:
 - from a supplier which is definitively winding up its business activities
 - from the liquidator in an insolvency procedure, an arrangement with creditors or a similar procedure under national laws and regulations
- 2. Other justification for the award of the contract without prior publication of a call for competition in the Official Journal of the European Union**
- The procurement falls outside the scope of application of the directive

3. Explanation

Please explain in a clear and comprehensive manner why the award of the contract without prior publication in the Official Journal of the European Union is lawful, by stating the relevant facts and, as appropriate, the conclusions of law in accordance with the directive: (500 words maximum)

Annex D2 – Utilities

Justification for the award of the contract without prior publication of a call for competition in the Official Journal of the European Union

Directive 2014/25/EU

(please select the relevant option and provide an explanation)

- 1. Justification for the choice of the negotiated procedure without prior publication of a call for competition in accordance with Article 50 of Directive 2014/25/EU**
- No tenders or no suitable tenders/requests to participate in response to a procedure with prior call for competition
 - The contract involved is purely for the purpose of research, experiment, study or development under the conditions stated in the directive
 - The works, supplies or services can be provided only by a particular economic operator for the following reason:
 - absence of competition for technical reasons
 - procurement aiming at the creation or acquisition of a unique work of art or artistic performance
 - protection of exclusive rights, including intellectual property rights
 - Extreme urgency brought about by events unforeseeable for the contracting entity and in accordance with the strict conditions stated in the directive
 - Additional deliveries by the original supplier ordered under the strict conditions stated in the directive
 - New works/services, constituting a repetition of existing works/services and ordered in accordance with the strict conditions stated in the directive
 - Service contract to be awarded to the winner or one of winners under the rules of a design contest
 - Procurement of supplies quoted and purchased on a commodity market
 - Purchase of supplies or services on particularly advantageous terms
 - from a supplier which is definitively winding up its business activities
 - from the liquidator in an insolvency procedure, an arrangement with creditors or a similar procedure under national laws and regulations
 - Bargain purchase taking advantage of a particularly advantageous opportunity available for a very short time at a price considerably lower than market prices
- 2. Other justification for the award of the contract without prior publication of a call for competition in the Official Journal of the European Union**
- The procurement falls outside the scope of application of the directive

3. Explanation

Please explain in a clear and comprehensive manner why the award of the contract without prior publication in the Official Journal of the European Union is lawful, by stating the relevant facts and, as appropriate, the conclusions of law in accordance with the directive: (500 words maximum)

Annex D3 – Defence and security

Justification for the award of the contract without prior publication of a call for competition in the Official Journal of the European Union

Directive 2009/81/EC

(please select the relevant option and provide an explanation)

- 1. Justification for the choice of the negotiated procedure without publication of a call for competition in accordance with Article 28 of Directive 2009/81/EC**
- No tenders or no suitable tenders/requests to participate in response to
 - restricted procedure
 - negotiated procedure with prior publication of a contract notice
 - competitive dialogue
 - The contract concerns research and development services other than those referred to in Article 13 of Directive 2009/81/EC (for services and supplies only)
 - The products involved are manufactured purely for the purpose of research, experiment, study or development under the conditions stated in the directive (for services and supplies only)
 - All tenders submitted in reply to a restricted procedure, negotiated procedure with prior publication of a contract notice or competitive dialogue were irregular or unacceptable. Only those tenderers were included in the negotiations which have satisfied the qualitative selection criteria
 - The works, supplies or services can be provided only by a particular economic operator for the following reason:
 - absence of competition for technical reasons
 - protection of exclusive rights, including intellectual property rights
 - The periods for the restricted procedure and the negotiated procedure with prior publication of a contract notice are incompatible with the urgency resulting from a crisis
 - Extreme urgency brought about by events unforeseeable by the contracting authority/entity and in accordance with the strict conditions stated in the directive
 - Additional deliveries by the original supplier ordered under the strict conditions stated in the directive
 - New works/services, constituting a repetition of existing works/services and ordered in accordance with the strict conditions stated in the directive
 - Procurement of supplies quoted and purchased on a commodity market
 - Purchase of supplies or services on particularly advantageous terms
 - from a supplier which is definitively winding up its business activities
 - from the liquidator in an insolvency procedure, an arrangement with creditors or a similar procedure under national laws and regulations
 - Contract related to the provision of air and maritime transport services for the armed forces of a Member State deployed or to be deployed abroad, under the strict conditions stated in the directive
- 2. Other justification for the award of the contract without prior publication of a call for competition in the Official Journal of the European Union**
- The contract has as its object services listed in Annex II B to the directive
 - The procurement falls outside the scope of application of the directive

3. Explanation

Please explain in a clear and comprehensive manner why the award of the contract without prior publication in the Official Journal of the European Union is lawful, by stating the relevant facts and, as appropriate, the conclusions of law in accordance with the directive: (500 words maximum)

Annex D4 – Concession

Justification for the award of the concession without prior publication of a concession notice in the Official Journal of the European Union

Directive 2014/23/EU

(please select the relevant option and provide an explanation)

1. Justification for the award of the concession without publication of a concession notice in accordance with Article 31(4) and (5) of Directive 2014/23/EU

No applications, no tenders or no suitable tenders/applications in response to a prior concession award procedure

The works or services can be provided only by a particular economic operator for the following reason:

concession aiming at the creation or acquisition of a unique work of art or artistic performance

absence of competition for technical reasons

existence of an exclusive right

protection of intellectual property rights and exclusive rights other than those defined in point (10) of Article 5 of the directive

2. Other justification for the award of the concession without prior publication of a concession notice in the Official Journal of the European Union

The procurement falls outside the scope of application of the directive

3. Explanation

Please explain in a clear and comprehensive manner why the award of the contract without prior publication in the Official Journal of the European Union is lawful, by stating the relevant facts and, as appropriate, the conclusions of law in accordance with the directive: (500 words maximum)