



DEPT REF
NUMBER: MIP/TQF/SAP/D39/12

SERVICES TENDER FOR

PROVISION OF CLEANING SERVICES

AT THE GATEWAY BUILDING, SAFI AVIATION PARK

Participation Fee: Free of Charge

Date Published: Friday 16th November 2012

Closing Date: Thursday 6th December 2012 at 10:00am CET

IMPORTANT:

- No Bid Bond is requested for this tender
- Clarifications will be available to view / download from the relevant tender page of the Malta Enterprise website: <http://www.maltaenterprise.com/en/tenders> . Tenderers are to send an email on tenders@maltaenterprise.com for any queries.

SERVICE TENDER TEMPLATE

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Checklist	
We, the undersigned, hereby confirm that we have:	<i>Tick</i>
<i>Examined carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document.</i>	
<i>Included Total Price as per Financial Offer (Volume 4 Financial Bid) in the Tender Form (Volume 1, Section 2)</i>	
<i>Submitted a duly filled in/signed Tender Form (Volume 1 Section 2)</i>	
<i>Signed the Statement on Conditions of Employment (Volume 1 Section 4)</i>	
<i>Submitted Experience relevant to this project (Volume 1, Section 4) as indicated in Clause 6.1.2 of the Instructions to Tenderers, and included any additional sheets where necessary</i>	
<i>Duly filled in the General Information Form (Volume 1 Section 4)</i>	
<i>Duly filled in the General Arrangements about Health & Safety Form (Volume 1 Section 4)</i>	
<i>Submitted Technical Offer (Volume 3, Section 2)</i>	
<i>Submitted a total price as per Bill of Quantities (Volume 4)</i>	

Notes to Tenderers

1. All questions contained in the forms must be answered by the tenderer.
2. Any additional sheets required when compiling the submission must be numbered consecutively.
3. If a question does not apply to the tenderer, the words "**not applicable**" should be entered alongside with a brief explanation why it is not applicable.
4. Financial data and declarations presented by the tenderer must be given in Euro.
5. Attached documentation/certificates must always be accompanied by a relevant translation in English.
6. The person signing the tender document guarantees the truthfulness and accuracy of all the statements made.
7. The accuracy of the answers to the forms, their completeness and the attached documentation will be taken into account in the tender evaluation. Please refer to Clause 1.1 of the Instructions to Tenderers.
8. The tenderer must fill in, sign and submit **each form**. In cases where a form is deemed to be not applicable, the tenderer must cross out the form or write "not applicable" and sign it, providing a brief explanation why. If a particular field within forms is left blank, or not correctly entered, the tender may be deemed **to be not compliant**.
9. No corrections shall be made by using correction fluid or a similar product. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by a full signature at each and every alteration. The Contracting Authority/Departmental Contracts Committee reserves the right to reject the bid if corrections are not made in accordance with the above.

VOLUME 1 SECTION 1 – INSTRUCTIONS TO TENDERERS

A. GENERAL PART

1. General Instructions

- 1.1 In submitting a tender, the tenderer accepts in full and in its entirety, the content of this tender document, including subsequent Clarifications issued by Malta Industrial Parks Limited (MIP), whatever his own corresponding conditions may be, which he hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document.

No account can be taken of any reservation in the tender as regards the tender document; any disagreement, contradiction, alteration or deviation shall lead to the tender offer not being considered any further.

The Evaluation Committee shall, after having obtained approval from the Departmental Contracts Committee, request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-Clause 16.1(a), 16.1(b), and 16.1(c) of these Instructions to Tenderers. Such rectification/s must be submitted within two (2) working days from notification, and will be subject to a non-refundable administrative penalty of €50: failure to comply shall result in the tender offer not being considered any further.

No rectification shall be allowed in respect of the documentation as outlined in sub-Clause 16.1(d), 16.1(e) and 16.1(f) of these Instructions to Tenderers. Only clarifications on the submitted information in respect of the latter may be eventually requested.

- 1.2 This is a call for tenders for the provision of **cleaning services at the Gateway Building at Safi Aviation Park.**

- 1.3 This is a unit-price (Bill of Quantities) contract.

- 1.4 The tenderer will bear all costs associated with the preparation and submission of the tender. Malta Industrial Parks Limited will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.

- 1.5 Malta Industrial Parks Limited retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

2. Timetable

	DATE	TIME*
Clarification Meeting (Refer to Clause 9.2)	26 November 2012	9.00am
Deadline for request for any additional information from the Contracting Authority	27 November 2012	10.00am
Last date on which additional information are issued by the Contracting Authority	30 November 2012	
Deadline for submission of tenders / Tender Opening Session (unless otherwise modified in terms of Clause 11.3)	Thursday, 6 December 2012	10:00am

* All times Central European Time (CET)

3. Lots

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

4. Financing

- 4.1 The project is financed from local budget funds.

5. Eligibility

- 5.1 Participation in tendering is open on equal terms to all natural and legal persons of the Member States of the European Union, the beneficiary country, any other country in accordance with Regulation 64 of the Public Procurement Regulations.
- 5.2 Natural persons, companies or undertakings who fall under any of the conditions set out in Regulation 50 of the Public Procurement Regulations, 2010 (Legal Notice 296 of 2010) may be excluded from participation in and the award of contracts. Tenderers or candidates who have been guilty of making false declarations will also incur financial penalties representing 10% of the total value of the contract being awarded.
- 5.3 Not applicable
- 5.4 All materials, equipment and services to be supplied under the contract must originate in an eligible country. For these purposes, "origin" means the place where the materials and/or equipment are mined, grown, produced or manufactured and/or from which services are provided.

6. Selection Criteria

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

- 6.1.1 No evidence of economic and financial standing is required.

- 6.1.2 Information about the tenderer's technical capacity.

(An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the contracting authority that it will have at its disposal the resources necessary for the execution of the contract, for example, by producing an undertaking by those entities to place the necessary resources at the disposal of the economic operator)

This information must follow the relevant forms (Volume 1 Section 4)* of the tender document and include:

- Evidence of relevant experience in providing cleaning services over the period January-2009 to June-2012.
 - The minimum total value of such services shall not be less than Euro 100,000 for the period between January 2009 to June 2012.
 - The minimum number of contracts during the period January 2009 to June 2012 must be at least 3 in number.
- Equipment to be employed on contract (Volume 1 Section 4).

- A declaration, including necessary details, that demonstrates and guarantees that the tenderer has the **required set-up, tools and equipment** and availability of **necessary personnel** to be used to provide cleaning services as required, to ensure the required service delivery (Volume 1 Section 4).
- Profile of Company, including its business activities and an organisation chart of personnel (supplied by Contractor).
- Technical Offer (Volume 3 Section 2).

In so listing the end clients, the tenderer is giving his consent to the Evaluation Committee, so that the latter may, if it deems necessary, contact the relevant clients, with a view to obtain from them an opinion on the works provided to them, by the tenderer.

**Tenderers are required to add additional sheets/attach documentation, where necessary, for all the required information to complement the information submitted in the Forms, as well as for any additional/supporting information.*

No part of the services is to be subcontracted to any person/company/entity. The selected tenderer must be able to carry out all (100%) of the services itself.

7. Multiple Tenders

- 7.1 A tenderer may submit multiple tender offers.
- 7.2 Not applicable
- 7.3 A company may not tender for a given contract both individually and at the same time be nominated as a sub-contractor by another tenderer.
- 7.4 Not applicable

8. Tender Expenses

- 8.1 The tenderer will bear all costs associated with the preparation and submission of the tender.
- 8.2 Malta Industrial Parks Limited will neither be responsible for, nor cover, any expenses or losses incurred by the tenderer through site visits and inspections or any other aspect of his tender.

9. Site Inspection

- 9.1 A tenderer may visit the site of the works and its surroundings for the purpose of assessing, at his own responsibility, expense and risk, factors necessary for the preparation of his tender and the signing of the contract for the works.
- 9.2 A site visit, will be held at the site as per timetable article 2. All queries are to be submitted in writing on tenders@maltaenterprise.com. Any clarifications in response to written requests shall be posted online as a clarification note as per Clause 11.2.

Meetings/visits by individual prospective tenderers during the tender period other than this meeting/site visit cannot be permitted. All bidders are asked to register their interest in attending this session by sending an email to tenders@maltaenterprise.com indicating the name of the company and names of attendees, not later than 3 days before the date of the visit.

B. TENDER DOCUMENTS

10. Content of Tender Document

- 10.1 The set of tender documents comprises the following documents and should be read in conjunction with any clarification notes issued in accordance with Clause 24:
- | | |
|----------|---|
| Volume 1 | Instructions to Tenderers |
| Volume 2 | <ul style="list-style-type: none">• Draft Contract• General Conditions (available online from www.contracts.gov.mt/conditions)• Special Conditions |
| Volume 3 | Terms of Reference |
| Volume 4 | Model Financial Bid/Bill of Quantities |
- 10.2 Tenderers bear sole liability for examining with appropriate care the tender documents, including those design documents available for inspection, and any clarification notes to the tender documents issued during the tendering period, and for obtaining reliable information with respect to conditions and obligations that may in any way affect the amount or nature of the tender or the execution of the works. In the event that the tenderer is successful, no claim for alteration of the tender amount will be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.
- 10.3 The tenderer must provide all documents required by the provisions of the tender document. All such documents, without exception, must comply strictly with these conditions and provisions and contain no alterations made by the tenderer.

11. Explanations/Clarification Notes Concerning Tender Documents

- 11.1 Any questions are to be submitted in writing to Malta Industrial Parks Limited through sending an email to tenders@maltaenterprise.com up to the date indicated in Clause 2. Malta Industrial Parks Limited shall reply to all tenderers' questions received, and amend the tender documents by publishing clarification notes, by the date indicated in Clause 2.
- 11.2 Questions and answers, and alterations to the tender document will be published as a clarification note under the Tenders Section of the Malta Enterprise website (www.maltaenterprise.com/en/tenders) within the respective tender's page. Clarification notes will constitute an integral part of the tender documentation, and it is the responsibility of tenderers to visit this website and be aware of the latest information published online prior to submitting their Tender.
- 11.3 Malta Industrial Parks Limited may, at its own discretion, as necessary and in accordance with Clause 24, extend the deadline for submission of tenders to give tenderers sufficient time to take clarification notes into account when preparing their tenders.

12. Labour Law

- 12.1 Particular attention is drawn to the conditions concerning the employment of labour in Malta and the obligation to comply with all regulations, rules or instructions concerning the conditions of employment of any class of employee.

13. Law

- 13.1 By submitting their tenders, tenderers are accepting that this procedure is regulated by Maltese Law, and are deemed to know all relevant laws, acts and regulations of Malta that may in any way affect or govern the operations and activities covered by the tender and the resulting contract. . Contractors shall comply with the local laws. Particular attention is drawn to the obligations concerning the employment of labour in Malta and compliance with the Health and Safety Act.

C. TENDER PREPARATION

14. Language of Tenders

- 14.1 The tender and all correspondence and documents related to the tender exchanged by the tenderer and Malta Industrial Parks Limited must be written in English.
- 14.2 Supporting documents and printed literature furnished by the tenderer may be in another language, provided they are accompanied by an accurate translation into English. For the purposes of interpretation of the tender, the English language will prevail.

15. Presentation of Tenders

- 15.1 Tenders must satisfy the following conditions:
- (a) **All tenders must be submitted in one original, clearly marked “original”, and one identical copy (including all documentation as in the original) signed in the same way as the original and clearly marked “copy”.**
 - (b) Both the “original” and the “copy” are to be separately sealed and placed in another sealed envelope/package so that the bid can be identified as one tender submission. Following the tender opening session, the copy shall be kept, unopened, at Malta Industrial Parks Limited, for verification purposes only should the need arise.
 - (c) All tenders must be hand-delivered by date and time as advertised in the Government Gazette and as indicated in the timetable at Clause 2 and deposited in the tender box at the main lobby of Malta Industrial Parks Ltd, Gwardamangia Hill, Pieta' MEC 0001, Malta.
 - (d) The sealed envelope/package, as per (b) above, must bear only:
 - (i) the above address;
 - (ii) the reference of the invitation to tender concerned (MIP/TQF/SAP/D39/12);
 - (iii) the name of the tenderer.

16. Content of Tender (Single-Envelope System)

- 16.1 The tender must comprise the following duly completed documents, inserted in a single, sealed envelope (unless their volume requires a separate submission):

- (a) Not applicable ^(Note 1)

General/Administrative Information^(Note 2)

- (b)
 - (i) Statement on Conditions of Employment (Volume 1 Section 4)
 - (ii) General Information about the Tenderer (Volume 1 Section 4)
 - (iii) General Arrangements about Health & Safety (Volume 1 Section 4)
 - (iv) Profile of Company, including its business activities and an organisation chart of personnel (as indicated in clause 6.1.2 of Instructions to Tenderers).

Selection Criteria

- (c) *Financial and Economic Standing*^(Note 2)
- (i) (No Evidence of economic and financial standing is required)
- (d) *Technical Capacity*^(Note 3)
- (i) Experience as Contractor as per 6.1.2 of Instructions to Tenderers (Volume 1 Section 4)
- (ii) Equipment to be employed on Contract (Volume 1 Section 4)
- (iii) Tenderer's Statements (Volume 1 Section 4)
- (iv) Literature (Volume 1 Section 4)
- Technical Specifications*^(Note 3)
- (e) (i) Tenderer's Technical Offer in response to Terms of Reference (Volume 3) **(cheapest technically compliant)**
- (f) *Financial Offer/Bill of Quantities*^(Note 3)
- (i) The Tender Form in accordance with the form provided in Volume 1, Section 2;
- (ii) A financial bid in the form provided in Volume 4.

Notes to Clause 16.1:

- 1. Tenderers will be requested to clarify/rectify, within two working days from notification, the tender guarantee only in the following two circumstances: either incorrect validity date, and/or incorrect value.*
- 2. Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within two working days from notification.*
- 3. No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

Tenderers must indicate where the above documentation is to be found in their offer by using an index. All documentation is to be securely bound/filed.

Tenderers are NOT required NOR expected to submit, with their offer, any components of the tender document except those specifically mentioned in Clause 16.

17. Tender Prices

- 17.1 The tender price must cover the whole of the works as described in the tender documents. A tenderer may include in his tender the overall discount.
- 17.2 The tenderer must provide a breakdown of the overall price in Euro (€).
- 17.3 Tenderers must quote all components of the price **inclusive** of taxes, customs and import duties and any discounts. Tenderers not registered with the VAT authority in Malta, must **still** include in their financial offer any VAT that the contracting authority may have to pay either in Malta or the country where the tenderer is registered irrespective of the reverse charge mechanism. The financial offer will be considered as the total financial cost to the contracting authority including any VAT that may have to be paid not through the winning tenderer. Except as may otherwise be provided for in the contract, no payment will be made for items which have not been costed.

- 17.4 Tenderers are to submit only one option.
- 17.5 If the tenderer offers a discount, the discount must be absorbed in the rates of the Bill of Quantities of the overall price. The discount must be quoted for the price including taxes and for the whole of the works.

17.6 Intentionally left blank

- 17.7 The prices for the contract, must include all of the works to be provided. The prices quoted are fixed and not subject to revision or escalation in costs, unless otherwise provided for in the Special Conditions.

18. Currencies of Tender and Payments

- 18.1 The currency of the tender is the Euro (€). All sums in the breakdown of the overall price, in the questionnaire and in other documents must be expressed in Euro (€), with the possible exception of originals of bank and annual financial statements.
- 18.2 Payments will be made upon certification of services by Malta Industrial Parks Limited, based on the invoice issued by the Contractor, in accordance with the timeframes, terms and conditions of the contract.
- 18.3 All correspondence relating to payments, including invoices and interim and final statements, must be submitted as outlined in the contract.

19. Period of Validity of Tenders

- 19.1 Tenders must remain valid for a period of 150 days after the deadline for submission of tenders indicated in the contract notice, the tender document or as modified in accordance with Clauses 11.3 and/or 24. Any tenderer who quotes a shorter validity period will be rejected.
- 19.2 In exceptional circumstances Malta Industrial Parks Limited may request that tenderers extend the validity of tenders for a specific period. Such requests and the responses to them must be made in writing. A tenderer may refuse to comply with such a request, in which case his tender will no longer be considered for award. If the tenderer decides to accede to the extension, he may not modify his tender.
- 19.3 The successful tenderer must maintain his tender for a further 60 days from the date of notification of award.

20. Tender Guarantee (Bid Bond)

- 20.1 No tender guarantee (bid bond) is required.

21. Variant Solutions

- 21.1 No variant solutions will be accepted. Tenderers must submit a tender in accordance with the requirements of the tender document.
- 21.2 The rates and prices inserted in the bill of quantities (if applicable) must tally with the conditions laid down in the tender documents.

22. Preparation and Signing of Tenders

- 22.1 All tenders must be submitted in one original, clearly marked "original", and one identical copy (including all documentation as in the original) signed in the same way as the original and clearly marked "copy". Tenders must comprise the documents specified in Clause 16 above.

It is the responsibility of the tenderers to ensure that both the original and the copy are an identical representation of one another.

- 22.2 The tenderer's submission must be typed in, or handwritten in indelible ink. Any pages on which entries or corrections to his submission have been made must be initialled by the person or persons signing the tender. All pages must be numbered consecutively by hand, machine or in any other way acceptable to Malta Industrial Parks Limited.
- 22.3 The tender must contain no changes or alterations, other than those made in accordance with instructions issued by Malta Industrial Parks Limited (issued as clarification notes) or necessitated by errors on the part of the tenderer. In the latter case, corrections must be initialled by the person signing the tender.
- 22.4 The tender will be rejected if it contains any alteration, tampering, addition or deletion to the tender documents not specified in a clarification note issued by Malta Industrial Parks Limited.

D. SUBMISSION OF TENDERS

23. Sealing and Marking of Tenders

- 23.1 The tenders must be submitted in English and deposited in Malta Enterprise's tender box **before** the deadline specified in Clause 2 or as otherwise specified in accordance with Clause 11.1 and/or 24.1. They must be submitted:

EITHER by recorded delivery (courier service) or hand delivered to Malta Industrial Parks Limited at the following address:

Malta Industrial Parks Ltd,
Gwardamangia Hill,
Pieta' MEC 0001,
Malta

Tenders submitted by any other means will not be considered.

- 23.2 Tenderers must seal the original and the copy of their tender as outlined in Clause 15.
- 23.3 If the envelope/package is not sealed and marked as required in Sub clause 15.1, Malta Industrial Parks Limited will assume no responsibility for the misplacement or premature opening of the tender.

24. Extension of Deadline for Submission of Tenders

- 24.1 Malta Industrial Parks Limited may, at its own discretion, extend the deadline for submission of tenders by issuing a clarification note in accordance with Clause 11. In such cases, all rights and obligations of Malta Industrial Parks Limited and the tenderer regarding the original date specified in the contract notice will be subject to the new date.

25. Late Tenders

- 25.1 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by Malta Industrial Parks Limited.
- 25.2 No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

26. Alterations and Withdrawal of Tenders

- 26.1 Tenderers may alter or withdraw their tenders by written notification prior to the above deadline. No tender may be altered after the deadline for submission.
- 26.2 Any notification of alteration or withdrawal must be prepared, sealed, marked and submitted in accordance with Clause 23, and the envelope must also be marked with "alteration" or "withdrawal".

E. OPENING AND EVALUATION OF OFFERS

27. Opening of Tenders

- 27.1 **Tenders will be opened in public session on the date and time as stated in the Government Gazette and as indicated in the timetable at Clause 2 (or as otherwise specified in accordance with Clause 11.1 and/or 24.1) at Malta Industrial Parks Ltd, Gwardamangia Hill, Pieta' MEC 0001, Malta. A 'Summary of Tenders Received' which will be published on the notice board at the main lobby of Malta Industrial Parks Ltd, Gwardamangia Hill, Pieta' MEC 0001.**
- 27.2 At the tender opening, the tenderers' names, the tender prices, written notification of alterations and withdrawals, and any other information Malta Industrial Parks Limited may consider appropriate will be published.
- 27.3 Envelopes marked "withdrawal" will be read out first and returned to the tenderer.
- 27.4 Reductions or alterations to tender prices made by tenderers after submission will not be taken into consideration during the analysis and evaluation of tenders.

28. Secrecy of the Procedure

- 28.1 **After the opening of the tenders, no information about the examination, clarification, evaluation or comparison of tenders or decisions about the contract award may be disclosed before the notification of award.**
- 28.2 Information concerning checking, explanation, opinions and comparison of tenders and recommendations concerning the award of contract, may not be disclosed to tenderers or any other person not officially involved in the process unless otherwise permitted or required by law.
- 28.3 Any attempt by a tenderer to approach any member of the Evaluation Committee/Malta Industrial Parks Limited directly during the evaluation period will be considered legitimate grounds for disqualifying his tender.

29. Clarification of Tenders

- 29.1 When checking and comparing tenders, the evaluation committee may, after obtaining approval from the Departmental Contracts Committee, ask a tenderer to clarify any aspect of his tender.
- 29.2 Such requests and the responses to them must be made by e-mail. They may in no circumstances alter or try to change the price or content of the tender, except to correct arithmetical errors discovered by the evaluation committee when analysing tenders, in accordance with Clause 31.

30. Tender Evaluation Process

- 30.1 The following should be read in conjunction with Clause 27.

30.2 Part 1: Administrative Compliance

The Evaluation Committee will check the compliance of tenders with the instructions given in the tender document, and in particular the documentation submitted in respect of Clause 16.

The Evaluation Committee shall, after having obtained approval from the Departmental Contracts Committee, request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-Clause 16.1(a), 16.1(b) and 16.1(c) of these Instructions to Tenderers. Such rectification/s must be submitted within two (2) working days from notification, and will be subject to a non-refundable administrative penalty of €50: failure to comply shall result in the tender offer not being considered any further. No rectification shall be allowed in respect of the documentation as outlined in sub-Clause 16.1(d), 16.1(e), and 16.1(f) of these Instructions to Tenderers.

Only clarifications on the submitted information in respect of the latter may be eventually requested.

30.3 Part 2: Eligibility and Selection Compliance

Tenders which have been considered administratively compliant shall be evaluated for admissibility as outlined below:

(i) Eligibility Criteria

- Tender Form (Volume 1, Section 2)

(ii) Selection Criteria

- Evidence of technical capacity (sub-Clause 6.1.2)

30.4 Part 3: Technical Compliance

At this step of the evaluation process, the Evaluation Committee will analyse the administratively-compliant tenders' technical conformity in relation to the technical specifications, and Technical Offer (Volume 3 Section 2), classifying them technically compliant or non-compliant.

30.5 Part 4. Financial Evaluation

The financial offers for tenders which were not eliminated during the technical evaluation (i.e., those found to be technically compliant) will be evaluated.

The Evaluation Committee will check that the financial offers contain no arithmetical errors as outlined in Clause 31. The financial evaluation will have to identify the best financial offer.

31. Correction of Arithmetical Errors

- 31.1 Admissible tenders will be checked for arithmetical errors by the Evaluation Committee. Errors will be corrected as follows:
- (a) where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;
 - (b) where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will prevail.
- 31.2 The amount stated in the tender will be adjusted by the Evaluation Committee/Departmental Contracts Committee in the event of error, and the tenderer will be bound by that adjusted amount. In this regard, the Evaluation Committee shall seek the prior approval of the Departmental Contracts Committee to communicate the revised price to the tenderer. If the tenderer does not accept the adjustment, his tender will be rejected.
- 31.3 When analysing the tender, the evaluation committee will determine the final tender price after adjusting it on the basis of Clause 31.1.

F. CONTRACT AWARD

32. Criteria for Award

- 32.1 The sole award criterion will be the price. The contract will be awarded to the cheapest priced tender satisfying the administrative and technical criteria.

33. Right of Malta Industrial Parks Limited to accept or reject any Tender

- 33.1 Malta Industrial Parks Limited reserves the right to accept or reject any tender and/or to cancel the whole tender procedure and reject all tenders. Malta Industrial Parks Limited reserves the right to initiate a new invitation to tender.
- 33.2 In the event of a tender procedure's cancellation, tenderers will be notified by Malta Industrial Parks Limited. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes will be returned, unopened, to the tenderers.
- 33.3 Cancellation may occur where:
- (a) the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all;
 - (b) the economic or technical parameters of the project have been fundamentally altered;
 - (c) exceptional circumstances or force majeure render normal performance of the project impossible;
 - (d) all technically compliant tenders exceed the financial resources available;

- (e) there have been irregularities in the procedure, in particular where these have prevented fair competition.

In no circumstances will Malta Industrial Parks Limited be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a tender, even if Malta Industrial Parks Limited has been advised of the possibility of damages. The publication of a contract notice does not commit Malta Industrial Parks Limited to implement the programme or project announced.

34. Notification of Award, Contract Clarifications

- 34.1 Prior to the expiration of the period of validity of tenders, Malta Industrial Parks Limited will notify the successful tenderer, in writing, that his tender has been recommended for award by the Departmental Contracts Committee, pending any appeal being lodged in terms of Part XIII of the Public Procurement Regulations (being reproduced in Volume 1, Section 6).
- 34.2 Unsuccessful bidders shall be notified with the outcome of the evaluation process, and will be provided the following information:
- (i) the criteria for award;
 - (ii) the name of the successful tenderer;
 - (iii) the recommended price of the successful bidder;
 - (iv) the reasons why the tenderer did not meet the technical specifications/notification that the offer was not the cheapest (if applicable);
 - (v) the deadline for filing a notice of objection (appeal);
 - (vi) the deposit required if lodging an appeal.
- 34.3 The recommendations of the Evaluation Committee shall be published on the Notice Board at the main lobby of Malta Enterprise.

35. Contract Signing and Performance Guarantee

- 35.1 After the lapse of the appeals period, and pending that no objections have been received and/or upheld, the successful tenderer may be invited to clarify certain contractual questions raised therein. Such clarification will be confined to issues that had no direct bearing on the choice of the successful tender. The outcome of any such clarifications will be set out in a Service Level Agreement, to be signed by both parties and incorporated into the contract.
- 35.2 Within 15 calendar days of receiving the contract (against acknowledgment of receipt) from Malta Industrial Parks Limited, the successful tenderer will sign and date the contract and return it to Malta Industrial Parks Limited with the performance guarantee and Financial Identification Form (if applicable). On signing of the contract by Malta Industrial Parks Limited, the successful tenderer will become the Contractor and the contract will enter into force.
- 35.3 Before Malta Industrial Parks Limited signs the contract with the successful tenderer, the successful tenderer may be requested to provide the documentary proof or statements required to show that it does not fall into any of the exclusion situations listed in Clause 7 of the Tender Form (Volume 1, Section 2).
- 35.4 If the selected tenderer fails to sign and return the contract, other required documentation, and any guarantees required within the prescribed 15 calendar days, Malta Industrial Parks Limited may consider the acceptance of the tender to be cancelled without prejudice to Malta Industrial Parks Limited's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on Malta Industrial Parks Limited.

The tenderer whose tender has been evaluated as [second cheapest] may be recommended for

award, and so on and so forth.

- 35.5 Only the signed contract and service level agreement will constitute an official commitment on the part of Malta Industrial Parks Limited, and activities may not begin until the contracts have been signed by Malta Industrial Parks Limited and the successful tenderer.
- 35.6 Not applicable
- 35.7 The performance guarantee referred to in the General Conditions is set at 10% of the amount of the contract and must be presented in the form specified in Volume 2, Section 4, to the tender document the performance guarantee shall be released within 30 days of the signing of the Final Statement of Account (Final Bill), unless the Special Conditions provide otherwise.

36. Commencement of Services

- 36.1 Following the signing of the contract by both parties, the Project Manager will issue a written notice of commencement of the services in accordance with the General Conditions, as specified by the Special Conditions.
- 36.2 The Contractor must inform Malta Industrial Parks Limited's representative by return mail that he has received the notice.

G. MISCELLANEOUS

37. Ethics Clauses

- 37.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or Malta Industrial Parks Limited during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties.
- 37.2 Without Malta Industrial Parks Limited's prior written authorisation, the Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or sub-contracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 37.3 When putting forward a candidacy or tender, the candidate or tenderer must declare that he is affected by no potential conflict of interest, and that he has no particular link with other tenderers or parties involved in the project.
- 37.4 The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He must refrain from making public statements about the project or services without MIP's prior approval. He may not commit MIP in any way without its prior written consent.
- 37.5 For the duration of the contract, the Contractor and his staff must respect human rights and undertake not to offend the political, cultural and religious morals of Malta.
- 37.6 The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to MIP.

- 37.7 The Contractor and his staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor are confidential.
- 37.8 The contract governs the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 37.9 The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, Malta Industrial Parks Limited may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.
- 37.10 The tender(s) concerned will be rejected or the contract terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

38. Data Protection and Freedom of Information

- 38.1 Any personal data submitted in the framework of the procurement procedure and/or subsequently included in the contract shall be processed pursuant to the Data Protection Act (2001). It shall be processed solely for the purposes of the performance, management and follow-up of the procurement procedure and/or subsequent contract by Malta Industrial Parks Limited without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with National and/or Community law.
- 38.2 The provisions of this contract are without prejudice to the obligations of Malta Industrial Parks Limited in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). Malta Industrial Parks Limited, prior to disclosure of any information to a third party in relations to any provisions of this contract which have not yet been made public, shall consult the contractor in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of Malta Industrial Parks Limited in terms of the Act.

39. Gender Equality

- 39.1 In carrying out his/her obligations in pursuance of this contract, the tenderer shall ensure the application of the principle of gender equality and shall thus 'inter alia' refrain from discriminating on the grounds of gender, marital status or family responsibilities. Tenderers are to ensure that these principles are manifest in the organigram of the company where the principles aforementioned, including the selection criteria for access to all jobs or posts, at all levels of the occupation hierarchy are amply proven. In this document words importing one gender shall also include the other gender.

VOLUME 1 SECTION 2 – TENDER FORM

Publication reference: Service Tender for Provision of Cleaning Services at the Gateway Building at Safi Aviation Park (MIP/TQF/SAP/D39/12)

A TENDER SUBMITTED BY

Name(s) of tenderer(s)	Nationality

B CONTACT PERSON (for this tender)

Name		Surname	
Telephone	() _____	Fax	() _____
Address		
E-mail			

C TENDERER'S DECLARATION(S)

In response to your letter of invitation to tender for the above contract, we, the undersigned, hereby declare that:

1 We have examined, and accept in full and in its entirety, the content of this tender document (including subsequent Clarifications Notes issued by Malta Industrial Parks Limited) for invitation to tender No [MIP/TQF/SAP/D39/12] of [16 November 2012]. We hereby accept the contents thereto in their entirety, without reservation or restriction. We also understand that any disagreement, contradiction, alteration or deviation shall lead to our tender offer not being considered any further.

2 We offer to provide, in accordance with the terms of the tender document and the conditions and time limits laid down, without reserve or restriction, cleaning services at the Gateway Building in Safi Aviation Park.

3 The total price of our tender (inclusive of duties, VAT, Eco-Contribution (if any), use of tools, equipment and all other taxes/charges and any discounts) is:

[€.....] *Grand Total as per Financial Bid (Volume 4)*

4 This tender is valid for a period of 150 days from the final date for submission of tenders.

5 If our tender is accepted, we undertake to provide a performance guarantee of 10% of the contract value as required by the General Conditions.

6 We are making this application in our own right for this tender and led by ourselves for this tender. We confirm that we are not tendering for the same contract in any other form.

7 We are not bankrupt or under an administration appointed by the Court, or under proceedings leading to a declaration of bankruptcy. We also declare that we have not been convicted criminally, or found guilty of professional misconduct. Furthermore, we are up-to-date in the payment of social security contributions and other taxes.

8 We accept that we shall be excluded from participation in the award of this tender if compliance certificates in respect of declarations made under Clause 7 of this declaration are not submitted by the indicated dates.

9 We agree to abide by the ethics clauses of the instructions to tenderers and, in particular, have no potential conflict of interests or any relation with other candidates or other parties in the tender procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other tender in this procedure. We recognise that our tender may be excluded if we propose key experts who have been involved in preparing this project or engage such personnel as advisers in the preparation of our tender.

10 We will inform Malta Industrial Parks Limited immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any false, inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the Government of Malta and the European Communities.

11 Our tender submission has been made in conformity with the Instructions to Tenderers, and in this respect we confirm having included in the appropriate packages as required, the following documentation:

(a) Tender Guarantee ^[Note 1]

- Not Applicable

(b) General Information ^[Note 2]

- Statement on Conditions of Employment
- General Information about the Tenderer (Volume 1 Section 4)
- General Arrangements for Health & Safety (Volume 1 Section 4)
- Company Profile

Selection Criteria

(c) *Financial and Economic Standing*^(Note 2)

- Not Applicable

(d) *Technical Capacity*^(Note 3)

- Experience as Contractor (Volume 1 Section 4)
- Equipment to be employed on contract (Volume 1 Section 4)
- Tenderer's Statements (Volume 1 Section 4)
- Literature (Volume 1 Section 4)

(e) *Evaluation Criteria/Technical Specifications*^(Note 3)

- Tenderer's Technical Offer in response to Terms of Reference (Volume 3)

(f) *Tender Form (Volume 1 Section 2) and Financial Offer/Bill of Quantities (Volume 4)*^(Note 3)

Notes:

1. *Tenderers will be requested to clarify/rectify, within two working days from notification, the tender guarantee only in the following two circumstances: either incorrect validity date, and/or incorrect value. This is indicated by the symbol ○*
2. *Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within two working days from notification. This is indicated by the symbol ○*
3. *No rectification shall be allowed. Only clarifications on the submitted information may be requested. This is indicated by the symbol ●*

12 I acknowledge that Malta Industrial Parks Limited shall request rectifications in respect of incomplete/non-submitted information pertinent to the documentation listed in Clause 11(a), 11(b), and 11(c) of this Tender Form. We understand that such rectification/s must be submitted within two (2) working days, and will be subject to a non-refundable administrative penalty of €50, and that failure to comply shall result in our offer not being considered any further.

13 We note that Malta Industrial Parks Limited is not bound to proceed with this invitation to tender and that it reserves the right to cancel or award only part of the contract. It will incur no liability towards us should it do so.

Name and Surname: _____

I.D. / Passport Number: _____

Signature of tenderer: _____

Duly authorised to sign this tender on behalf of: _____

Company VAT No: _____
(if applicable)

Stamp of the firm/company: _____

Place and date: _____

VOLUME 1 SECTION 4 - TENDERER'S STATEMENTS

Form 1. Statement on Conditions of Employment

**Tenderers are to ensure that self-employed personnel are not engaged on this contract.
Non-compliance will invalidate the contract.**

It is hereby declared that all employees engaged on this contract shall enjoy working conditions such as wages, salaries, vacation and sick leave, maternity and parental leave as provided for in the relative Employment Legislation. Furthermore, we shall comply with Chapter 424 of the Laws of Malta (Occupational Health and Safety Authority Act) as well as any other national legislation, regulations, standards and/or codes of practice or any amendment thereto in effect during the execution of the contract.

In the event that it is proved otherwise during the execution of the contract it is hereby being consented that the contract is terminated with immediate effect and that no claim for damages or compensation be raised by us.

I agree and commit to submit a copy of the monthly payslips of the employees being detailed to carry out the services and also the copies of the FS3 forms at the end of the year if so requested.

Signature:

(the person or persons authorised to sign on behalf of the tenderer)

Date:

Form 2. Experience as Contractor

Evidence of the company's relevant documented experience relating to the service subject of this tender:

- List of contracts performed during the period Jan-2009 to June-2012, where cleaning services were provided by the tenderer.
- The minimum total value of such services shall not be less than Euro 100,000 for the period between Jan 2009 and June 2012.
- The minimum number of contracts during the period Jan 2009 and June 2012 must be at least 3 in number.

Description of Services	Total Value of Services (Euro incl. VAT)	Starting Month and Year	Ending Month and Year	Client*/ Contracting Authority*

In so listing the end clients, the tenderer is giving his consent to the Evaluation Committee, so that the latter may, if it deems necessary, contact the relevant clients, with a view to obtain from them an opinion on the works provided to them, by the tenderer.

Note to table: Tenderers are required to add additional sheets/attach documentation, where necessary, for all the required information to complement the information submitted in the Forms, as well as for any additional/supporting information. The tenderer should provide evidence of being the sole or lead company in at least 2 of the 5 cases submitted as evidence.

Signature:

(the person or persons authorised to sign on behalf of the tenderer)

Date:

Form 3. General Information about the Tenderer

Details of Bidder

Name of Tenderer:			
Address:			
Postcode			
Company Reg:		Date of Registration:	
E-mail Address:			
Tel. Nos. :			
Fax Nos.:			
Mobile no.:			
VAT Registration no.:			
I.D. Card No.:			

Name:

Signature:

(the person or persons authorised to sign on behalf of the tenderer)

Date:

Form 4. General Arrangements for Health & Safety

To be filled in by the Contractor:

Main Contractor: _____

Address of Contractor: _____

Date: _____

We declare that we understand the contents of Act XXVII of 2000 (Occupational Health and Safety Authority Act 2000), L.N. 281 of 2004 as well as may other legislation, regulations, standard, and /or codes of practice, in effect during the execution of work activity and agree to observe and comply with its contents when carrying out work for Malta Industrial Parks Limited.

We also undertake to bring its contents to the attention of all our employees and sub-contractors.

In accordance with L.N. 281 of 2004 we Appointas
Health and Safety Supervisor in Charge of the construction stage for the whole duration of the project.

We acknowledge receipt of “Guidelines for Contractors” and agree to observe its contents and comply with all Statutory Legislation when carrying out work for Malta Industrial Parks Ltd on MIP premises.

We also undertake to bring its contents to the attention of all our employees and sub-contractors.

SIGNED _____

NAME & INITIALS _____

TITLE _____

ON BEHALF OF
(NAME OF COMPANY) _____

Distribution:

Original Contact Person: To be Notified
 Address: Malta Industrial Parks Ltd, Gwardamangia Hill, Pieta' MEC 0001

Duplicate - To be retained by contractor

Guidelines:

1. LEGAL OBLIGATIONS

Contractors are to comply with all current legislation and code of practice. Contractors must keep themselves up-to-date with, and be aware of, all relevant Health and Safety Acts, Regulations, Approved Codes of Practice and Guidance. Compliance with such documents etc. is a requirement whilst working for Malta Industrial Parks Limited.

2. SAFETY

Malta Industrial Parks Ltd expects a high standard of safe working from its contractors to ensure the safety, not only of their own employees but also of shop owners, customers and third parties.

3. INFORMATION TO CONTRACTOR'S EMPLOYEES

Contractors must ensure that their employees have seen these Guidelines and have been instructed to comply with them. They must hold a copy on site.

4. SUB-CONTRACTORS

Main contractors must ensure that any sub-contractors employed by them for the course of this project are provided with the information contained with these guidelines.

5. HEALTH AND SAFETY QUERIES

If contractors are in any about the appropriate health and measures to be adopted to ensure the safety of shop owners, customers and third parties, They must refer the matter to their own Health and Safety advisers and advise Malta Industrial Parks Ltd Management.

6. EMPLOYERS LIABILITY

Contractors must hold an Employers Liability policy of insurance to meet the requirements and must produce evidence of same.

7. SITE MONITORING

Contractors must satisfy themselves at regular intervals that their work is up to legal requirements and standards. As such Malta Industrial Parks Ltd expects regular safety inspections to be carried out by the contractor, and will call for evidence of such. In addition, ad hoc inspections by the Contract Administrator etc. will be undertaken. If conditions are found to be unsafe, unhealthy, or increase the risk of fire, then the Contract Administrator will take appropriate action.

8. MACHINERY

The Contract is to ensure that all relevant moving parts of machinery are correctly guarded at all times. The Contractor must ensure that all tools, plant and equipment used by employees or sub-contractors on works for the maintaining are:

8.1 suitable for the work being done

8.2 comply with all legal requirements, safe codes of practice and guidance notes

8.3 properly maintained with their suitable certificates (where appropriate)

Where necessary adequate protective equipment must be worn to ensure that the machinery can be used safely.

9. ACCIDENTS

All accidents on site are to be reported by the Contractor to Malta Industrial Parks Limited Contract Administrator. This does not abrogate the Contractor's responsibility to advise the Authorities of any accident and dangerous occurrences. The Contract Administrator will investigate as appropriate, and may require the Contractor to change working practices.

Form 5. Equipment to be Employed on Contract

Equipment proposed and available for the performance of the contract

	DESCRIPTION (Type/Make/Model)	Power/ Capacity	Number Of Units	Age (Years)	Owned (O), Hired (H), and % of ownership	Origin (Country)	Present approximate value in €
					____ /%		
					____ /%		
					____ /%		
					____ /%		
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					____ /%		

Signature:

(the person or persons authorised to sign on behalf of the tenderer)

Date:

Form 6. Literature

1. List of literature to be submitted with the tender:

Item	Description	Reference in Tender Document
1.1	Details and photos of uniforms	Selection Criteria 6.1.2
1.2	Profile of Company	Selection Criteria 6.1.2
1.3		
1.4		
1.5		
1.6		
1.7		
1.8		

Signature:

(the person or persons authorised to sign on behalf of the tenderer)

Date:

Form 7. Tenderer's Statements

We, the undersigned, hereby confirm that:

We have the **required set-up, tools and equipment** and availability of **necessary personnel** to be used to provide cleaning services as required, to ensure that the service delivery in this tender is achieved.

We also certify that we have thoroughly read, understood and accepted to adhere with the conditions enclosed in the tender document.

We agree to be fully bound to the Terms of Reference in this Tender, especially but not limited to the personnel requirements requested.

Signature:

(the person or persons authorised to sign on behalf of the tenderer)

VOLUME 1 SECTION 5 – GLOSSARY

Definitions

Note: the present definitions are given here for convenience only, in the context of the tender procedure. The definitions set out in the contract as concluded are determining for the relations between the parties to the contract.

Administrative order: Any written or oral instruction or order issued by the Project Manager to the Contractor regarding the execution of the services.

Beneficiary Country: The Maltese Islands.

Breakdown of the overall price: A heading-by-heading list of the rates and costs making up the price for a lump-sum contract.

Budget Breakdown: In a fee-based contract, the schedule which breaks down the contract value, stating out the fee rates and the provision for incidental expenses.

Cash Flow Forecast: The Contractor's estimate of the cash flows arising directly from the execution of a fee-based contract.

Conflict of interest: Any event influencing the capacity of a candidate, tenderer or supplier to give an objective and impartial professional opinion, or preventing him, at any moment, from giving priority to the interests of Malta Industrial Parks Limited and the Contracting Authority. Any consideration relating to possible contracts in the future or conflict with other commitments, past or present, of a candidate, tenderer or supplier, or any conflict with his own interests. These restrictions also apply to sub-contractors and employees of the candidate, tenderer or supplier.

Contract: The signed agreement entered into by the parties for the performance of the services, including all attachments thereto and all documents incorporated therein.

Contract Value: The total value of the contract to be paid by the Contracting Authority in terms of the agreed terms and conditions.

Contracting Authority: means the final beneficiary of the contract - Malta Industrial Parks Limited (hereinafter referred to as 'MIP').

Contractor: The party which contracts to perform the services.

Day: Calendar day.

Drawings: Drawings provided by the Contracting Authority, and/or drawings provided by the Contractor and approved by the Project Manager, for the carrying out of the services.

EC: The European Community.

EU: The European Union.

Evaluation Committee: a committee made up of an odd number of voting members (at least three) appointed by Malta Industrial Parks Limited and possessing the technical, linguistic and administrative capacities necessary to give an informed opinion on tenders.

Fee-Based Contract: A contract under which the services are provided on the basis of fixed fee rates for each day/hour worked by experts/service provider.

Final Beneficiary: The Department/Entity or other government body on whose behalf Malta Industrial Parks Limited has issued this tender.

Foreign currency: Any currency permissible under the applicable provisions and regulations other than the Euro, which has been indicated in the tender.

General conditions: The general contractual provisions setting out the administrative, financial, legal and technical clauses governing the execution of contracts.

General damages: The sum not stated beforehand in the contract, which is awarded by a court or an arbitration tribunal, or agreed between the parties, as compensation payable to an injured party for a breach of the contract by the other party.

Global Price Contract: A contract under which the services are performed for an all-inclusive fixed price.

In writing: This includes any hand-written, typed or printed communication, including fax transmissions and electronic mail (e-mail).

Liquidated damages: The sum stated in the contract as compensation payable by the Contractor to the Contracting Authority for failure to complete the contract or part thereof within the periods under the contract, or as payable by either party to the other for any specific breach identified in the contract.

Modification: An instruction given by the Project Manager which modifies the works.

Month: Calendar month.

National currency: The currency of the country of the Contracting Authority.

Period: A period begins the day after the act or event chosen as its starting point. Where the last day of a period is not a working day, the period expires at the end of the next working day.

Period of Execution: The execution period shall be bound by the commencement date and the completion date of the relevant works order, to specifications.

Plant: appliances and other machinery, and, where applicable under the law and/or practice of the state of the Contracting Authority, the temporary structures on the site required to carry out the works but excluding equipment or other items required to form part of the permanent works.

Project: The project in relation to which the services are to be provided under the contract.

Project Manager: The natural or legal person responsible for monitoring the implementation of the contract on behalf of the Malta Industrial Parks Limited. For the purposes of this tender, the Project Manager may be the Architect, Engineer or the Supervisor appointed by Malta Industrial Parks Limited.

Public Service: Government Ministries and Departments.

Services: Activities to be performed by the Contractor under the contract such as technical assistance, studies, training and designs.

Special conditions: The special conditions laid down by the Contracting Authority as an integral part of the tender document, amplifying and supplementing the general conditions, clauses specific to the contract and the terms of reference.

Tender document/s: The dossier compiled by the Contracting Authority and containing all the documents needed to prepare and submit a tender.

Tender price: The sum stated by the tenderer in his tender for carrying out the contract.

Terms of Reference: The document in Volume 3, Section 1, drawn up by the Contracting Authority giving the definition of its requirements and/or the objectives in respect of the provision of services, specifying, where relevant, the methods and resources to be used by the Contractor and/or the results to be achieved by it.

Time Limits: Those periods in the contract which shall begin to run from the day following the act or event which serves as the starting point for those periods. Should the last day of the period fall upon a non-working day, the period shall expire at the end of the first working day following the last day of the period.

Works Order: A written request provided by the Contracting Authority defining a task to be completed.

Written communications: Certificates, notices, orders and instructions issued in writing under the contract.

VOLUME 1 SECTION 6 – EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

Part II - Rules governing public contracts whose value does not exceed one hundred and twenty thousand euro (€120,000)

The procedure for the submission of separate packages in the tender offer is stipulated in Part II of the Public Procurement Regulations (Legal Notice 296/2010), reproduced hereunder for ease of reference.

- 21(1) Where the estimated value of the public contract exceeds twelve thousand euro (€12,000) and is issued by an authority listed in Schedule 1, any tenderer or candidate concerned shall have a right to make a complaint to the Review Board in accordance with this regulation.
- (2) (a) The contracting authority shall be obliged to issue a notice and affix an advertisement, in a prominent place at its premises, indicating the awarded public contract, the financial aspect of the award and the name of the successful tenderer. The contracting authority shall, by electronic means or by fax, inform the tenderer or candidate concerned of the publication of the award. The contracting authority shall be precluded from concluding the contract during the period allowed for the submission of appeals.
(b) The award process shall be completely suspended if an appeal is eventually submitted.
- (3) Any tenderer or candidate concerned who is aggrieved by the award indicated by the contract authority may, within five working days from the publication of the notice, file a letter of objection, together with a deposit, with the contracting authority, clearly setting forth any reason for his complaint. The deposit to be paid in respect of tenders valued at less than forty-seven thousand euro (€47,000) shall be four hundred euro (€400), while those between forty-seven thousand euro (€47,000) and one hundred and twenty thousand euro (€120,000) shall be 0.5% of the estimated value of the tender, with a minimum deposit of four hundred euro (€400). The letter by the complaining tenderer shall be affixed on the notice board of the contracting authority and shall be brought to the attention of the recommended tenderer.
- (4) After the expiry of the period allowed for the submission of a complaint, the contracting authority shall deliver the letter of complaint, the deposit receipt and all documents relating to the public contract in question to the Review Board who shall examine the matter in a fair and equitable manner. In its deliberation the Review Board shall have the authority to obtain, in any manner it deems appropriate, any other information not already provided by the contracting authority. The Review Board shall determine the complaint by upholding or rejecting it. The written decision of the Review Board shall be affixed on the notice board of the contracting authority and copies thereof shall be forwarded to the Director of Contracts and all the parties involved.
- (5) The tenderer or candidate concerned who is not satisfied with the decision granted by the Review Board may refer the matter to the Court of Appeal (Inferior Jurisdiction) in terms of article 41(6) of the Code of Organization and Civil Procedure within a period of sixty days. Such recourse however may not delay the Head of the contracting authority from implementing the Review Board's decision.
- (6) Tender documents issued in terms of this Part shall include a clause informing tenderers that the award of the contract is subject to the right of recourse as provided for in this regulation, a copy of which should be reproduced in the documents.
- (7) The Minister shall have the authority by order to extend the provisions of this regulation in order that recourse as provided in this regulation be made available also by authorities listed in Schedule 3 and to prescribe the procedure by which such recourse is to be granted.

VOLUME 2

VOLUME 2 SECTION 1 – DRAFT CONTRACT FORM

Financed by: [Local Funds]
Project: [Service Tender for Provision of Cleaning Services at the Gateway Building in Safi Aviation Park]
Contract Number: [MIP/TQF/SAP/D39/12]

This contract is concluded between:

Malta Industrial Parks Limited
Gwardamangia Hill,
Pieta' MEC 0001
Malta

(hereinafter called "Malta Industrial Parks Limited") on behalf of [name of Contracting Authority and address] on the one part, and

[Name of Contractor]
[Address]

(hereinafter called "The Contractor") on the other part,

Whereas Malta Industrial Parks Limited is desirous that certain services should be executed by the Contractor, viz.:

[Tender for the Provision of Cleaning Services at the Gateway Building in Safi Aviation Park]

and has accepted a tender by the Contractor for the execution and completion of such services and the remedying of any defects therein.

It is hereby agreed as follows:

1. In this contract words and expressions shall have the meanings assigned to them in the contractual conditions set out below.
2. The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:
 - (a) this Contract,
 - (b) the Special Conditions,
 - (c) the General Conditions,
 - (d) the Terms of Reference,
 - (e) the Contractor's technical offer (Organization & Methodology) (including any clarifications made during adjudication),
 - (f) the Financial Offer (after arithmetical corrections)/breakdown,
 - (g) the Tender Form,
 - (h) any other documents forming part of the contract.

Addenda shall have the order of precedence over the document they are modifying.

3. In consideration of the payments to be made by the Contracting Authority to the Contractor as hereinafter mentioned, the Contractor undertakes to execute and complete the works and remedy defects therein in full compliance with the provisions of this Contract.
4. The Contracting Authority hereby agrees to pay the Contractor in consideration of the execution and completion of the works and remedying of defects therein the amount of:
 - Contract price (*including* VAT/other taxes): €.....
 - Contract price in words:..... Euro

or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract. VAT shall be paid in compliance with Value Added Tax Act (Chapter 406 of the Laws of Malta).
5. The Contractor hereby agrees to submit a performance guarantee amounting to €..... equivalent to 10% of the contract value together with the signed contract.
6. In witness whereof the parties hereto have signed the contract. This contract shall take effect on the date on which it is signed by the last party.

Done in English in two originals: one for Malta Industrial Parks Limited and one for the Contractor.

Malta Industrial Parks Ltd:

Contractor:

Signed by:

Signed by:

.....

.....

In the capacity of:

In the capacity of:

.....

.....

Being fully authorized by and acting on behalf of

Being fully authorized by and acting on behalf of

.....

.....

Date:

Date:

VOLUME 2 SECTION 2 – GENERAL CONDITIONS

The full set of General Conditions for Services Contracts (Version 1.02 dated 1 December 2011) can be viewed/downloaded from:

www.contracts.gov.mt/conditions

The Services Tender General Conditions document can be downloaded by following this link:

<https://secure2.gov.mt/eprocurement/conditions>

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.

VOLUME 2 SECTION 3 – 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 should be indicated afterwards.

Article 2: Notices and Written Communications

2.2 Communication is to be addressed to:

Malta Industrial Parks Limited
Gwardamangia Hill
Pieta MEC 0001, Malta
Tel: 2542 0000

Email: facilities@maltaenterprise.com

Article 7: Obligations of the Contractor

7.8 The performance guarantee shall be in the format given in Volume 2, Section 4 and shall be provided in the form of a bank guarantee. It shall be issued by a bank in accordance with the eligibility criteria applicable for the award of the contract. It must be submitted to the Contract Authority within 15 days of receipt of notification of award.

7.9 The Contractor has to ensure that it abides by the requirements and legislation of local laws, in particular those related to Occupational Health & Safety.

7.10 Contractor shall adhere to industry standards, methodologies, techniques and procedures and shall exercise a degree of skill, care and diligence in accordance with generally accepted practices and principles.

7.11 The Contractor shall obtain and maintain all approvals, permissions, permits and licenses required to comply with national laws and regulations that may be applicable for the provision of the Services.

Article 13: Medical, Insurance and Security Arrangements

13.3 Further to the provisions of the General Conditions, the Contractor/s shall insure against legal liability to third parties, in the joint names of the Client and the Contractor/s, for any loss, damage, death or bodily injury which may occur to any physical property or to any person, which may arise out of the performance of the cleaning services as a consequence of negligence, breach of statutory duty, omission or default on the part of the Contractor/s, or any person for whom the Contractor/s is/are responsible, including, without limitation, the Contractors' personnel. Such insurance shall be for a limit of not less than €500,000 (Five Hundred Thousand Euro) and shall include a cross liability clause such that the insurance shall apply to the Contractor/s and the Client as separate insured entities.

Occupational Health and Safety

Further to the provisions of the General Conditions, the Contractor/s shall comply with technical and organisational requirements arising from the Contract and/or imposed by law.

The Contractors' staff shall comply with the client's policies and procedures currently in force or which may come into force in the future.

The Contractor shall assume full responsibility regarding the safety of his/her employees and including any third parties which may be affected by the contractors' doings and /or omissions in the execution of this contract.

The contractor shall be bound to conform to all Occupational Health and Safety legislation, regulations, standards, and/or codes of practice, in effect during the execution of the contract, as they apply for the contractors' particular operating situation and nature of works activities.

Article 15: Scope of the Services

15.1 The scope of the services is defined in the Terms of Reference

Article 18: Commencement of the Contract

18.1 The date for commencing performance shall be within 2 weeks from a work order issued by MIP. The contractor is to liaise with MIP on the day (i.e. either Monday, Wednesday or Friday) on which the **weekly** cleaning regimen will be provided. The contract term is for a period of 2 years, extendable at the discretion of MIP for a further period of 6 months at the same rates and conditions of the contract. Said Contract Extension would be always subject to good practices and the rendering of an efficient service by the Contractor/s and subject to clearances required by Procurement Regulations in force at the time of the request for extension. Notwithstanding, Malta Industrial Parks Ltd reserves the right to terminate the contract at any time and for any reason.

Article 19: Delays in Execution

19.2 A penalty of Eur 50 per incident shall be deducted from the contract payments in case the Contractor fails to provide the service on the agreed dates.

A penalty of Eur 50 per incident shall be deducted from the contract payments in case the Contractor fails to provide the cleaning services to the standard expected without any justification.

A penalty of Eur 250 per incident shall be levied in case of disorderly or unlawful conduct against the client's personnel or visitors.

In the event that the client considers that a penalty is to be made in respect of any of the abovementioned incidents, the contractor shall be given a written notification together with relevant evidence to support the client's assertion for penalties.

Any incidents of the service either not being provided or not delivered to a reasonable standard will, without prejudice to any penalties that would be levied, be subject to liquidated damages calculated on the hourly rate charged by another contractor to MIP so as to ensure that the service is provided without interruption or to a professionally acceptable level of service. This clause will also apply if the contractor decides to abandon the site and will continue until such time as the contract is terminated and MIP can enter into a new agreement with another contractor.

Further to the penalties stipulated above, if the successful Contractor has been found to have seriously or repeatedly failed to meet their contractual obligations, the Malta Industrial Parks Ltd may, after giving notice to the successful Contractor:

- Terminate the contract; and
- Complete the services at the successful Contractor's own expense.

Article 26: Payments and Interest on Late Payment

- 26.1 Payments to be made monthly, in Euro, on the presentation of the relevant invoice by the contractor and accompanied by monthly chits showing name of cleaners, start and end time, and countersigned by the client's representative. MIP will not be bound to pay any fees where these are not evidenced by such records.
- 26.2 The maximum period in which payments are to be effected shall be of 150 days, failing which the provisions of the Late Payments Directive will come into effect (30 days as per General Conditions).

Article 39: Further Additional Clauses

- 39.1 No subcontracting is allowed. The Contractor shall also not be allowed to assign any part of the services.
- 39.2 The prices quoted are fixed and not subject to revision or escalation in costs.
- 39.3 The Contractor shall fully understand and agree that if in the course of the duration of the contract, it is charged before a court of criminal and civil jurisdiction with an alleged breach of any of the provisions of the Employment and Industrial Relations Act, the Occupational Health and Safety Authority Act, the Employment and Training Services Act or any of the provisions of their subsidiary legislation, (hereinafter referred to as "labour laws").
- (a) the contract may, at the sole discretion of MIP, be suspended or terminated. No action for damages shall lie against MIP with respect to any such suspension;
- (b) where the contract has been suspended in accordance with (a) above, if the judicial decision becomes res judicata and the Contractor is found guilty of the charges brought against that person,
- (i) the contract shall be terminated with effect from the date of suspension of the contract, or from the date of the judicial decision, as appropriate, and no action for damages shall lie against MIP with respect to such termination;
- (ii) MIP may, at its sole discretion, exact a financial penalty equivalent to up to 20% of the total value of the contract;
- 39.4 Failure, on the part of the Contractor, to meet the obligations and standards set throughout the tender document may lead to the termination of this contract at any time during the execution of the contract, in particular failure to meet the Contract Objectives and Expected Results (*in line with Article 2 of Volume 3 Section 1 – Contracting Authority's Requirements Terms of Reference*)
- 39.5 In the event that the Contractor fails to inform Malta Industrial Parks Ltd of any issues, which may potentially impact the provision of the services, and Malta Industrial Parks Ltd suffers any loss or damages due to the negative impact on the provision of the services, the Contractor shall indemnify Malta Industrial Parks Ltd for the loss or damage incurred.
- The Contractor accepts the condition that Malta Industrial Parks Ltd can choose to terminate this contract, in case of a breach of contract.
- 39.6 a) Further to the conditions stated in Form 1 Volume 4 (Statement of Conditions of Employment), the Contractor shall provide any worker employed under this contract with an appropriate payslip in respect of any payment given by the Contractor and shall forward a copy of such payslip to the Malta Industrial Parks Ltd as may be requested. Such a copy is to be sent to the Malta Industrial Parks Ltd within one week from the date of request. Such payslip is to include:
- i. The normal hours of work undertaken by the employee
 - ii. The number of hours worked as overtime
 - iii. The number of hours worked on Sundays and Public Holidays
 - iv. The number of hours availed by the employees as Vacation leave

- v. The number of hours availed as sick leave and vacation leave by the employees.
- vi. Basic wages in respect of period covered by payslip
- vii. Statutory bonuses/income supplements
- viii. Other Allowances applicable
- ix. NI contribution
- x. Any deductions from wages.

Failure to adhere to any of the above clauses will render the contract as invalid and will result in the cancellation of this same contract.

VOLUME 2 SECTION 4 – SPECIMEN PERFORMANCE GUARANTEE

[LETTERHEAD OF THE REGISTERED FINANCIAL INSTITUTION PROVIDING THE GUARANTEE]

The Chairman
Malta Industrial Parks Ltd, Gwardamangia Hill, Pieta' MEC 0001
Malta

[Date]

Dear Sir,

Our Guarantee Number for €.....

Account: **[Account Holder's Name]**

In connection with the contract entered into between yourself and **[Name and Address of Contractor]** hereinafter referred to as "the Contractor" as per the latter's tender and your acceptance under **[MIP/TQF/SAP/D39/12]**, whereby the Contractor undertook the **[Tender for Cleaning Services at the Gateway Building in Safi Aviation Park]** in accordance with Article 7.8 of the General Conditions for Service Contracts forming part of the contract documents, we hereby guarantee to pay you on demand a maximum sum of **€[amount in words and numbers]** in case the obligations of the above-mentioned contract are not duly performed by the Contractor.

This guarantee will become payable on your first demand and it shall not be incumbent upon us to verify whether such demand is justified.

For avoidance of doubt it is hereby declared that although this instrument gives rise to legal relations between the guarantor and the beneficiary, it is hereby specifically declared for all intents and purposes of law that this guarantee does not exempt the above-mentioned Contractor from any obligations, acts of performance or undertaking assumed under the tender documents as ratified in the contract.

Any payments due to the Contractor in respect of the obligations entered into under the contract above referred to shall be made through this Bank.

This guarantee expires on one **month after the [expiry date]** and unless it is extended by us or returned to us for cancellation before that date any demand made by you for payment must be received in writing not later than the aforementioned expiry date.

This document should be returned to us on utilization or expiry or in the event of the guarantee being no longer required.

After the expiry date and in the absence of a written demand being received by us before such expiry date, this guarantee shall be null and void, whether returned to us or not, and our liability hereunder shall terminate.

This guarantee is personal to you, and is not transferable or assignable.

Yours faithfully,

.....
[Signatory on behalf of Guarantor]

VOLUME 3 SECTION 1 – CONTRACTING AUTHORITY’S REQUIREMENTS (TERMS OF REFERENCE)

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Terms Of Reference

Note:

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

1. Background Information

1.1 - Beneficiary Country

Malta

1.2 - Central Government Authority

Departmental Contracts Committee

1.3 - Contracting Authority

Malta Industrial Parks Limited
Gwardamangia Hill, Pieta' MEC 0001

1.4 - Relevant Background

Malta Industrial Parks Ltd (MIP) is the Government Agency responsible for the administration of Government-owned industrial parks in terms of the Commissioner of Land Ordinance (Cap. 169 of the Laws of Malta), and in furtherance to this it develops and manages industrial facilities to support Malta's economic development, ensuring an optimal use of land that adds the greatest value possible.

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 cleaning services in and on the Gateway Building at Safi Aviation Park. The Gateway Building comprises a reception manned by Armed Forces of Malta (AFM) officers, two toilets, a kitchenette, a lounge area (at rear of the building), an office on the first floor and two rooms hosting essential services on the first floor.

Cleaning services will also include the cleaning of the building's windows from the inside and outside, the cleaning of aluminium composite panels covering part of the building exterior, the cleaning of PV panels and the cleaning of a ventilation system filter on the roof, on an ad hoc basis as required by MIP. These will involve works at height. At no point during the service delivery must Contractor staff step or thread upon the PV panels.

These services will be delivered in order to ensure that the environment greeting staff and visitors to the facility is clean, well kept and hygienically sound.

2.2 - Specific Objectives

See 2.1 above.

2.3 - Results to be Achieved by the Consultant

The Contractor will be required to deliver the cleaning service to a professional standard and to a frequency and response time as stipulated in this tender. The successful Contractor is expected to assign experienced and qualified cleaning personnel who are qualified to provide the service in a professional manner.

3. Assumptions and Risks

3.1 - Assumptions Underlying the Project Intervention

The Contractor is to be in possession of all valid licences and permits, throughout the contract period, as required by the Laws of Malta, as well as any licences or permits that may come into force during the contract period, to enable the Contractor to fulfil the scope of this contract.

The quantities included in the financial schedule are only indicative and MIP reserves the right to reduce or increase the quantities. In so doing, MIP would not be held liable to any damages whatsoever.

Any award resulting from this tender shall, for all intents and purposes, not constitute a contract of employment, and all personnel assigned in the execution of this contract shall not be deemed nor considered as employees of Malta Industrial Parks Ltd.

The attendance recording of the contractor's employees shall be on records showing the Contractor's staff name(s) date, start and end time, and signed off by the client's representative. Copies of such records for the month in question are to be attached to the corresponding invoice to enable payment.

The tender is not open to individual cleaners and consequently only applications from established entities will be considered.

3.2 - Risks

The major risk in this contract is from falls from height when the exterior cleaning or PV panel cleaning services are required. The Contractor should take the necessary precautions to this effect. It is to be emphasised that the PV panels should not be trodden on under no circumstances.

In respect of delivery of such services at height, a licensed and insured cherry picker or similar equipment must be used.

4. Scope of the Work

4.1 - General

4.1.1 Project Description

MIP requires cleaning services at the Gateway Building in Safi Aviation Park. A site plan is attached showing the building layout and structure.

The services will be required to be given at the following locations in or on the building:

- a. Guardroom/reception (groundfloor)
- b. Toilets and kitchenette (groundfloor)
- c. Lounge area at rear of building (groundfloor)

- d. Office (first floor)
- e. Service rooms reached either through the office or through the service shaft (first floor)
- f. Glass windows and aluminium-composite panelling on the building exterior (ground and first floors)
- g. Curved PV panels and the ventilation system filter (roof)

The frequency of the services shall be as follows:

For locations (a) to (e) above:

- (i) **Every Monday, Wednesday and Friday:** Emptying of waste bins and removal of waste; collection of any dirty dishes/mugs and cleaning up in the kitchenette; cleaning of toilet rooms ie cleaning of the wash hand basin, toilet seat, bowl, fixtures, fittings, mirror and window sill, refilling liquid soap dispenser; washing of floor;
- (ii) On a **weekly** basis, on either the Monday, Wednesday or Friday (day to be determined by MIP), the **following tasks as well:** dusting of doors, desk and table tops, office furniture and equipment including telephones; dusting of chairs with cleanable surfaces & sofas; chemically treating toilet bowls and hand basins to prevent blockage; wash stairs; wipe reception desks and clean doors inside and out.

Tenderers are to note that point (a) of Financial Bid (Volume 4) is referring to a weekly rate for the services above where a set of duties is carried out on Monday, Wednesday and Friday, with the additional tasks being carried out, as specified above, on one of the same days. The rate requested shall be per week.

Cleaning agents to be provided by MIP. Cleaning tools such as but not limited to brooms, buckets and cleaning trolleys, to be provided by the Contractor. Service to be provided after 1700hrs. Although the service is being requested to be given on a Monday, Wednesday and Friday, MIP reserves the right to change the day of delivery of the services, on occasion e.g. such as before an event at Safi Aviation Park, by giving the contractor a lead time of 1 week. For each cleaning visit, the Contractor's staff should fill in an attendance chit showing the names of the cleaning staff, as well as starting and ending time of service, and have this endorsed by the client's representative.

Non-endorsement of the chit will not serve as a valid record for payment purposes.

For locations (f) and (g) above:

On an 'as required' basis by MIP. The Contractor is to mobilise to carry out the works within 4 working days from date of work order by MIP. It is expected that a reasonable frequency for such works would be once every quarter. However this is not binding on MIP and MIP may increase or decrease such frequencies as it may deem fit.

Cleaning agents to be provided by MIP. Cleaning tools and equipment to be provided by the Contractor.

In respect of the cleaning of the PV panels, contractor's staff are to use a licensed and insured cherry picker or similar equipment to reach this area and are not to thread upon these panels in any circumstances. The panels' surface is to be scrubbed and rinsed with clean water to ensure that the panels continue to generate the maximum amount of electricity. While delivering this service, the Contractor's staff are also to take out and clean the filter for the ventilation system which is situated by the PV panels on the roof.

Service to be provided during normal business hours (0800hrs-1700hrs). For each cleaning visit, the Contractor's staff should fill in an attendance chit showing the names of the cleaning staff, as well as starting and ending time of service, and have this endorsed by the client's representative.

Non-endorsement of the chit will not serve as a valid record for payment purposes.

In view of the risk of slippage during the delivery of the services (such as washing of stairs/floors), appropriate warning signs are to be placed by the contractor's staff close to where the service is being delivered. Responsibility for health and safety during the service delivery shall lie with the Contractor.

No equipment is to be purchased by MIP at the end of the contract or alternatively transferred to ME at the end of the contract.

Supervision

The contractor will be bound to supervise its employees and carry out control activities. This supervision will form part of the contract and no separate payment for this service will be made.

Miscellaneous

The Contractor is responsible for ensuring that the employment of its cleaning personnel is in accordance with the current Maltese legislation. Further to this, Contractors are to ensure that self-employed personnel are not engaged on this contract.

Contractor hereby guarantees that all employees engaged on this contract shall enjoy working conditions such as wages, salaries, vacation and sick leave, maternity and parental leave as provided for in the relative Employment Legislation. Furthermore, Contractor shall comply with Chapter 424 of the Laws of Malta (Occupational Health and Safety Authority Act) as well as any other national legislation, regulations, standards and/or codes of practice or any amendment thereto in effect during the execution of the contract. In the event that it is proved otherwise during the execution of the contract the Contractor gives consent that the contract is terminated with immediate effect with no claim for damages or compensation being raised.

Contractor agrees and commits to submit a copy of the monthly payslips of the employees being detailed to carry out the services and also the copies of the FS3 forms if so requested, within 5 working days of receiving the request.

All absenteeism, including Vacation and Sick leave and any other form of leave has to be made good by the contractor from a relieving pool managed directly by the contractor, and pre-agreed with Malta Industrial Parks Ltd. It is expected that the Contractor covers the agreed service in full.

Malta Industrial Parks Ltd reserves the right to request the removal and/or replacement of any personnel from the premises at any time during the contract period and at its reasonable discretion, if any such personnel are unsuitable to perform the tasks entrusted to them, misbehaved in any manner or are otherwise unsuitable for the services required.

In the event of such a request being made by Malta Industrial Parks Ltd, the Contractor shall redeploy and substitute, with immediate effect, any cleaning personnel, who in the opinion of Malta Industrial Parks Ltd is not suitable to provide the services due to lack of good conduct or skills. Such personnel shall not be re-employed in the performance of this contract without the prior written consent of Malta Industrial Parks Ltd.

In the event of any minor incident not justifying the immediate removal of an Personnel, the Malta Industrial Parks Ltd shall inform the Contractor of the occurrence of any such incident and the Contractor shall, within not more than twenty-four hours, provide details of remedial action taken or planned to be taken. In the event of the occurrence of three minor incidents in relation to the same Personnel, the Client shall have the right to request the Contractor to replace any such Personnel, and the Contractor shall comply with any such request within not more than ten working days from the date of the request.

4.1.2 *Geographical Area to be covered*

Not applicable.

4.2 - Specific Activities

As per 4.1.1

4.3 - Project Management

4.3.1 Responsible Body

Malta Industrial Parks Limited.
Gwardamangia Hill, Pieta' MEC 0001

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

The contractor shall make good and repair or replace as the case may be any damages caused to the building's interior and exterior by the delivery of his services, excluding any damages caused by cleaning agents and normal wear and tear.

5. Logistics and Timing

5.1 – Location

The only location where the services under this tender are to be executed is the Gateway Building in Safi Aviation Park.

5.2 - Commencement Date & Contract Period of Execution

The date for commencing performance and period of execution shall be as indicated in Article 18 of the Special Conditions.

6. Requirements

6.1 – Personnel

6.1.1 Operators carrying out the service

General

The contractor will be required to provide personnel who would be fully under the contractor's control and responsibility. No subcontracting will be allowed. The Contractor will be responsible for its personnel's performance as well as ensuring that the pool of cleaning personnel carrying out these services have at least 1 year of similar experience, are over 18 years of age, can communicate well in Maltese and English, possess a clean police conduct certificate and are physically fit to carry out these duties in a professional manner.

Contractor cannot plead non-availability of personnel for any reason as a reason not to carry out the services on the indicated days and times. It is to ensure that its staff carrying out the service are adequately supported with the necessary tools and equipment to be able to deliver the service, and wear an appropriate uniform.

The Contractor shall be liable towards Malta Industrial Parks Ltd for any damages that any one of its cleaning personnel may cause to Malta Industrial Parks Ltd or third parties. In this respect, Malta Industrial Parks Ltd reserves the right to seek compensation for any damages sustained, due to negligence and/or errors made by cleaning personnel of the Contractor.

6.1.2 Support Staff and Backstopping

Not applicable.

6.2 – Accommodation

Not applicable

6.3 - Facilities to be provided by the Consultant

The Contractor shall provide the necessary tools, equipment and skilled staff required to carry out the tasks.

The Contractor shall ensure that such personnel are adequately supported and equipped. In particular it shall ensure that there is sufficient administrative provision to enable the cleaning personnel to concentrate on their primary responsibilities. It must also transfer funds as necessary to support its activities under the contract and to ensure that its employees are paid regularly and in a timely fashion.

6.4 – Site Instructions and Equipment

The Contractor is to provide at its own cost all the required tools and equipment for the performance of the service. All such equipment is to be maintained in a good state of repair and function throughout the term of the contract at the Contractor's expense to ensure that it is fit for purpose. No equipment is to be stored on site. Moreover, MIP shall not be held liable for any loss, theft or damage of or to the equipment/material being used by the Contractor during the delivery of the service.

7. Reports

7.1 - Reporting Requirements

To be pre-agreed in writing with Malta Industrial Parks Limited.

7.2 - Submission & approval of progress reports

To be pre-agreed in writing with Malta Industrial Parks Limited.

8. Service Quality

8.1 - Definition of Indicators

MIP may perform impromptu site visits so as to assess the performance of the service of the cleaning and penalties will be levied for non-compliance.

Contractors should note that MIP shall monitor the performance of the Contractor for:

- a. Attendance, timing and keeping to response times;
- b. Level of cleaning service provided;
- c. Any improper or disorderly conduct by Contractor's personnel;
- d. Investigation and remedy of any complaint;

8.2 - Special Requirements

The Contractor binds itself to:

- Supervise cleaning personnel and monitor their performance to render professional service required by Malta Industrial Parks Ltd.
- The Contractor accepts the condition that Malta Industrial Parks Ltd can choose to terminate this contract, in case of a breach of contract.

VOLUME 3 SECTION 2 – TENDERER’S TECHNICAL OFFER

The tenderer is expected to present a technical offer, addressing the specific requirements listed hereunder, in addition to formally endorsing all the requirements of the Terms of Reference:

1. Licences and permits

The tenderer is to present a copy of the relevant company licences and permits, as required by the Laws of Malta, to fulfill the services required in the scope of this tender.

2. Tenderer’s Organisational Structure

The proposed Organizational Structure to implement the requirements included in this tender document.

3. Method Statement

The Tenderer is to provide a written method statement as a proposal for the provision of cleaning services at this site. This proposal must include any risk assessment which shall take into account health & safety measures of the cleaning personnel, especially where they relate to working at heights.

4. Insurance

The Tenderer must commit to submit within 15 days of contract award, a suitable liability insurance policy which covers both the Tenderer’s employees and third parties for liabilities which may be incurred in the course of providing the cleaning services.

5. Personnel Uniforms

The tenderer is to provide photos of the proposed uniform.

6. Contingency Planning

Tenderers are to submit their contingency plans in the event of the following emergencies:

- a. industrial action effecting the tenderer’s work force;
- b. breakdown of the public transport system that may affect the ability of the security staff to arrive punctually to their place of work;

7. Conditions of Employment

The tenderer shall indicate the conditions of employment of its cleaning personnel who would be performing work on the successful tenderer’s behalf in relation to the awarded contract.

The Evaluation Committee may request further information on any matter related to employment conditions should this be considered necessary.

8. Risks and Assumptions

An explanation of the risks and assumptions affecting the execution of the contract

VOLUME 4 - FINANCIAL BID

Bill of Quantities

	Service	Qty	Unit	Rate (€ Inc. VAT) *	Total (€ Inc. VAT)
a.	Cleaning of the guardroom/reception, toilets, kitchenette, lounge area, first floor office and service rooms, on a regimen of 3 times per week (Monday, Wednesday, Friday) with further treatment being applied on one of these days (as determined by MIP) and as described under Terms of Reference Section 4.1.1 'Project Description' (Pg 43). Rate to be a lump sum for the provision of this service per week.	104	Weeks		
b.	Cleaning of glass façade forming the Gateway Building from the inside and outside at ground and at first floor. Service to also include the cleaning of the aluminium composite panels cladding the building at ground and first floor. Service as described under Terms of Reference Section 4.1.1 'Project Description' (Pg 43).	8**	Quarter		
c.	Cleaning of the PV panels on the roof of the Gateway Building using a licensed and insured cherry picker or similar equipment. Service also to include the cleaning of the ventilation system's filter located near the PV panels. Service as described under Terms of Reference Section 4.1.1 'Project Description' (Pg 43).	8**	Quarter		
				Total	

* Rate is inclusive of VAT, tools, equipment and all other charges, but is exclusive of cleaning agents which shall be supplied by MIP.

** Quantities are indicative and for evaluation purposes only. MIP reserves the right to requested more or less cleaning services at any time during the term of the contract, at the same applicable rate.