

Tender Number SJC/2014/09

DEPARTMENT NOTICE

Sealed tenders will be received at the Management Office, St James Cavalier Centre for Creativity, Valletta, up to 11.00am on Thursday 22 January 2015 for **PROVISION OF CLEANING SERVICES AT THE *FONDAZZJONI CENTRU GHALL-KREATTIVITA` PREMISES***

No Tender shall be considered unless:

- (a) it is received at the Management Office, St James Cavalier Centre for Creativity, Valletta, on or before the date and hour fixed above;
- (b) it is made on the prescribed form which contains the conditions of contract;
- (c)(i) in the case of a Limited Liability Company, it is signed by a person or persons duly authorized to act on behalf of the Company;
 - (ii) in all other cases it is signed by the party tendering;
- (d) the postal address, telephone number and age of the tenderer (where applicable) are to be stated in the tender.

The successful tenderer shall, where the conditions for tender so specify, call to sign the contract where and when required to do so. The contract fees shall be borne by the successful tenderer. The tenderer whose officer is accepted shall incur a penalty equal to ten per cent of the estimated value of the contract should he fail to call either personally or by proxy to sign the contract for two consecutive times when requested to do so. Moreover, if the said tenderer fails to furnish information and/or documents necessary for the drawing up of the contract, this shall be construed as unwillingness from the part of the tenderer to sign the penalty aforesaid. This notwithstanding, the said tenderer shall remain responsible to carry out his obligations governing the contract and shall be subject to the penalties specified in those conditions although a formal contract was not executed.

Tenderers shall not retract or withdraw their tenders for the period specified in the relative Form of Tender. During this period, which shall commence from the date of expiration of the time fixed for the presentation of tenders, the tenders shall remain binding and may be accepted at any time.

The *Fondazzjoni* reserves the right to accept or reject, wholly or in part, any of the tenders received or to divide the service among two or more contractors.

The contract shall run of period of 3 years (36 months) commencing on the signing of the contract by both parties. However the *Fondazzjoni Centru Ghall-Kreattivita`* reserves the

option to extend the hire period by another year (12 months) on termination on the same terms and conditions.

Form of Tender and any further information regarding the conditions of the contract, may be obtained from the St James Cavalier Centre for Creativity's website: www.sjcav.org or email: info@sjcav.org

RUPERT CEFAI
Chairman

CARMEN CALLUS
Operations Manager

SJC FILE NUMBER: SJC/2014/09

DEPARTMENT: *FONDAZZJONI CENTRU GHALL-KREATTIVITA`*

**TENDER FOR THE PROVISION OF CLEANING SERVICES AT THE
*FONDAZZJONI CENTRU GHALL-KREATTIVITA` PREMISES***

Date Published: Friday 28 November 2014

Deadline for Submission: Thursday 22 January 2015

Tender Opening: Thursday 22 January 2015 at 11am (CET)

Participation is free

Important:

No Bid Bond is requested for this tender

Clarifications shall be uploaded and will be available to view/download from www.sjcav.org

**Tender for the Provision of Cleaning Services at the
Fondazzjoni Centru Ghall-Kreattività` Premises**

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SECTION 1 – INSTRUCTIONS TO TENDERERS

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 the Central Government Authority, 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.

1.2 This subject of this tender is the provision of security guard services at the *Fondazzjoni Centru Ghall-Kreattivita`* premises.

1.3 This is unit-price contract.

1.4 This call for tenders is being issued under an open procedure.

2. *Timetable*

	DATE	TIME
Clarification Meeting /Site Visit	Friday 12 December 2014	Noon (12pm)
Deadline for request for any additional from the <i>Fondazzjoni Centru Ghall-Kreattivita`</i> Deadline for submission of tenders / Tender Opening Session	10 calendar days before deadline for submission of tender As indicated in the Government Gazette	Not Applicable 11:00am
* All times Central European Time (CET)		

3. *Lots*

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

4. *Variant Solutions*

4.1 No variant solutions will be accepted. Tenderers must submit a tender in accordance with the requirements of the tender document.

5. *Financing*

5.1 The project is financed from local budget funds.

6. *Clarification/Meeting/Site Visit*

6.1 A clarification meeting/site visit will be held on the date and time indicated in Clause 2, at St James Cavalier Centre for Creativity, Valletta to answer any questions on the tender document which have been forwarded in writing, or are raised during the same meeting.

7. *Selection and Award Requirements*

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

(A) Eligibility Criteria

- (i) No Bid Bond is required
- (ii) Declare agreement, conformity and compliance with the General Rules Governing Tendering Version 1.6 dated 26 April 2013 in the Tender Response Format (available from www.etenders.gov.mt)
- (iii) Declare agreement, conformity and compliance with the provisions of the Statement on conditions of Employment in Tender Response Format.
- (iv) Declare agreement, conformity and compliance with the provisions of the Statement of Conditions of employment in tender Response Format. Please also attach the minimum hourly workers' costs involving the provision of the employees' services.
- (v) Power of Attorney (if applicable)
- (vi) Data on Joint Venture/Consortium (if applicable) ^(Form 2)
- (vii) Sub-contracted ^(Form 3)

(B) Selection Criteria

Financial and Economic Standing

- (i) No evidence of financial and economic standing is required

Proof of Technical Capacity

- (ii) Meet the following minimum requirements:
 - (1) List of principal services (as per Form marked Experience as Contractor) of a similar nature being the provision of security guard services, to substantiate (2 and 3) below ^(Form 3)
 - (2) State the value of services of a similar nature being security guards service, as described above effected during the last (3) three years (being 2010-2013); the minimum value of which must not be less than €135,000 in total for the quoted period. This information is to be submitted.
 - (3) A list of the current complement of security guards employed full time proposed for the execution of the contract as per form "Overview if Tenderer's Personnel". This list is to be corroborated

and supported by a document issued by the Malta Employment and Training Corporation (ETC) or equivalent.

Public officers and employees of government agencies and government entities of the beneficiary country cannot be recruited as experts.

The Evaluation Committee reserves the right to request the tenderers to substantiate their claims in respect to the staff proposed by requesting CV's or key staff and signed Declarations of Exclusivity and Availability during the evaluation stage.

- (4) A copy of the relevant license and permits as required by the Laws of Malta that enables the tenderer to fulfil the scope of this contract, to be submitted online through the prescribed tender response format and by using the Tender Preparation Tool Provided.
- (5) No sub-contracting is allowed.

(C) Technical Specifications

- (i) Tenderer's Organisation and Methodology in response to the Terms of Reference to be submitted through the prescribed tender Response Format and by using the Tender Preparation Tool provided.
- (ii) A filled-in copy of the Terms of Reference Response Format, through which the tenderer is to confirm adherence to all requirements thereto, to be submitted through the prescribed Tender Response format any by using the Tender Preparation Tool provided.

(D) Financial Offer

- (i) A filled-in Financial Bid Form (as per document available)
- (ii) A filled-in financial Bid Form/Bill of Quantities (as per document available)

Notes to Clause 7.1:

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.

8. Tender Guarantee (Bid Bond)

8.1 No tender guarantee (bid bond) is required.

9. Criteria for Award

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

SECTION 2 – EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

Procedure for the Submission of Appeals – regulation 84 of the Public Procurement Regulations

The procedure for the submission of appeals is stipulated I Part XIII of the Public Procurement Regulations (Legal Notice 296/2010), reproduced hereunder for ease of reference.

1. Any tenderer or candidate concerned, or any person, having or having had an interest or who has been harmed or risks being harmed by an alleged infringement or by any decision taken including a proposed award in obtaining a contract or a cancellation of a call for tender, may file a notice of objection with the Review Board.

The notice shall be filed within ten calendar days following the date on which the contracting authority has by fax or other electronic means sent its proposed award decision.

The communication to each tenderer of the proposed award shall be accompanied by a summary of the relevant reasons relating to the ejection of the tender as set out in regulation 44(3), and by a precise statement of the exact standstill period.

The notice of objection shall only be valid if accompanied by a deposit equivalent to 0.75 per cent of the estimated value of the whole tender prior to publication of if the tender is divided into lots according to the estimated of the tender for each lot submitted by the tenderer, provided that in no case shall the deposit be less than one thousand and two hundred euro (€1,200) or more than fifty-eight thousand euro (€58,000). The Secretary of the Review Board shall immediately notify the Director that an objection had been filed with his contracting authority thereby immediately suspending the award procedure. The Department of Contracts or the contracting authority involved, as the case may be, shall be precluded from concluding the contract during the period of ten calendar days allowed for the submission of appeals. The award process shall be completely suspended if an appeal is eventually submitted.

2. The procedure to be followed in submitting and determining complaints as well as the conditions under which such complaints may be filed shall be the following:
 - (a) any decision by the General Contracts Committee (or a Special Contracts Committee) and by a contracting authority, shall be made public at the Department of Contracts or at the office of the contracting authority prior to the award of the contract;
 - (b) the notice of objection duly filed in accordance with sub-regulation (1) shall be made public by the Review Board not later than the next working day following its filing;
 - (c) within three working days of the publication of the replies the Secretary of the review Board shall prepare a report (the Analysis Report) analysing the letter of objection. This report shall be circulated to the persons who file an objection and interested parties. After the preparatory process is duly completed, the Head of the contracting authority shall forward to the Chairman of the review Board all documentation pertaining to the call for tenders in question including files, tenders submitted, copies of deposit receipts, any motivated letter, who shall then proceed as stipulated in Part XIV;

(d) the Director or the Head of the contracting authority shall publish a copy of the decision of the Review Board at his department or at the premises of the relevant contracting authority, as the case may be.

Copies of the decision shall be forwarded by the secretary of the Board to the complaining tenderer, any persons who had registered or had an implied interest.

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 The format contact person for the Contracting Authority shall be the Operations Manager, which may delegate authority to the Officials in charge of all cleaning matters at the *Fondazzjoni*. The Contractor shall at all times respect the Contracting Authority's preferred and/or established lines of communications.

Article 3: Assignment

- 3.1– 4 Without prejudice for the content of article 3, the Contractor shall not be allowed to assign any of part of the services

Article 4: Sub-Contracting

- 4.1 - 9 No Sub-contracting is allowed.

Article 5: Supply of Information

- 5.1 Further to the provisions of the General Conditions, the Contracting Authority shall provide to the Contractor details of all of the relevant Operational Policies and Procedures in force at the *Fondazzjoni*.

5.2 Article 6: Assistance with Local Regulations

- 6.1 As per General Conditions.

Article 7: Obligations of the Contractor

- 7.8 The Contractor shall, within 15 days of receipt of the contract for signature, furnish the Contracting authority with a guarantee for the full and proper performance of the contract. The amount of the guarantee shall be 10% of the estimated yearly contract sum, including any amounts stipulated in addenda to the contract. The performance guarantee shall be in the format available to download from www.contracts.gov.mt/tenders and shall be provided in the form of a bank guarantee.

Article 10: Administrative and financial penalties

- 10.3 Further to the provisions of the General Conditions, the following penalties, in instances of absences, that shall be deducted from any Contract payments that are either due or become due to the Contractor for, shall apply:

1. Each time the Contractor is found to be in default of the Contractor's resource levels obligation - €100 per incident.

2. Failure to immediately effect replacement of personnel and/or direct management staff as paragraph 4.2.1 above - €100 per incident.

3. Any unlawful, riotous or disorderly conduct by any of the Contractor's personnel against or amongst the Contracting Authority's staff or the general public - €100 per incident.

4. Failure to attend, investigate and effectively remedy any complaint made against the Contractor's personnel within a maximum of 2 (two) calendar days from issue of such complaint from the *Fondazzjoni Centru Ghall-Kreattivita`* Management - €50 per incident.

5. Failure to abide by the Client's policies and directives including but not restricted to those relating to parking, uniforms, smoking policy, slovenly appearance, use of mobile phones/IT equipment, security, safety, fire prevention and control, and environmental protection - €50 per incident.

6. The Contractor will be held fully responsible to make good at his own expense, or indemnify the Contracting Authority, for any damages caused or which resulted from any action which cannot be attributed by the Contractor to any particular person.

In the event that the Contracting Authority considers that a deduction is to be made in respect of any of the above listed incidents, the Contractor shall be given written notification and relevant evidence to support its assertion for entitlement.

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 Security 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/re responsible, including, without limitation, the Contractors' personnel and any sub-Contractors.

Article 14: Intellectual and Industrial Property Rights

14.3 All copyright in Documentary Material resulting from the Contractors' provision of the Services shall automatically vest in the Contracting Authority. Any such documentary material shall be handed to the Contracting Authority on termination of the contract.

Article 15: Scope of the Services

15.1 The scope of the services is defined in Section 4 (Terms of Reference).

Article 16: Personnel and Equipment

16.1 Further to the provisions of the General Conditions, the personnel employed on this contract shall comply with the parameters stipulated in Volume 3 (Terms of Reference).

All employees are to be given a detailed payslip containing all relevant details including the amount paid, normal hours worked, overtime hours, hours worked on Sundays and public holidays, hours availed of as leave or sick leave, a breakdown of bonuses/allowances as well as deductions made (such as social security contributions and income tax).

16.3 As per General Conditions

16.4 Further to the provisions of the General Conditions, the appointment of personnel shall be as per procedure, and relevant approvals, as stipulated in Volume 3 (Terms of Reference).

Article 18: Execution of the Contract

18.1 The date for commencing performance shall be communicated in writing, and shall be within 15 days from the last date of the signing of the contract.

18.2 The contract shall run for a period of 3 years (36months) commencing on the signing of the contract. The *Fondazzjoni* reserves the option to extend the contract by another year (12) calendar months. During the execution of the contract, the only allowable amendments to the rates shall be any cost of living (COLA) adjustments sanctioned by the Government of Malta. No other rate revision shall be entertained.

Article 19: Delays in Execution

19.2 The rate for liquidated damages shall be calculated on the hourly rate/per security guard employed as charged by another Contractor, to the Contracting Authority, to enable replacement of services being forfeited by the Contractor, until the contract is terminated and the Contracting Authority can enter into a new agreement with another contractor.

Article 20: Amendment of the Contract

20.2 As per General Conditions.

Article 24: Interim and Final Progress Reports

24.1 Without prejudice to the general condition, the reporting requirements are as specified in Section 4 (Terms of Reference).

Article 26: Payments and Interest on late Payment

26.1 This is a unit-price contract.

Payments will be effected on a monthly basis, on the presentation of the relevant invoices by the Contractor.

26.2 The maximum period in which payments are to be effected is set at 30 days from receipt of claim for payment.

Article 27: Pre-Financing Guarantee

27.2 Not applicable.

Article 28: Audit Certificate

28.4 Not applicable.

Article 30: Revision of prices

30.1 Further to the provisions in the general condition:

- The prices quoted are fixed and not subject to revision or escalation in costs.
- However the contracted hourly rates as submitted in the tender bid will be increased by the Cost of Living Adjustment (COLA) as sanctioned by the Government of Malta.

No other requests for increases or extra payments will be considered.

Further Additional Clauses

Article 39: Laws and Language of the Contract

39.1 The law of Malta shall govern all matters not covered by the contract.

39.2 The language of the contract and of all written communications between the Contractor and the contracting Authority, the Central Government Authority and/or the Project Manager shall be English.

Article 40: Confidentiality

40.1 The contractor and his staff are not bound not to divulge any information obtained in any way whether directly, indirectly, accidentally or otherwise during the performance of their duties.

Article 41: Conditions of Employment

41.1 The Contractor shall fully understand and agree that if in the course of the duration of the contract, is charge before a court of criminal and civil jurisdiction or Tribunal 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 the *Fondazzjoni Centru Ghall-Kreattività* be suspended or terminated. No action for damages shall lie against the *Fondazzjoni Centru Ghall-Kreattività* and/or the Beneficiary with respect to any such suspension;
- (b) Where the contract has been suspended in accordance with (i) 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 the *Fondazzjoni Centru Ghall-Kreattività* and/or the Beneficiary with respect to such termination;
 - (ii) the *Fondazzjoni Centru Ghall-Kreattività* may, at its sole discretion, after giving one month's notice, either terminate any other contract which had already been awarded to the Contractor exact a financial penalty equivalent to up to 20% of the total value of the contract r contracts;
- (c) The person in whose favour the contract is awarded shall under all circumstances be responsible to ensure that all persons engaged to do work or to render services in terms of the awarded contract are aware of the penalties provided in this clause, which penalties are also applicable to them.

Mandatory Conditions

1. A guarantee that the services provided will not be subcontracted to third parties;
2. A guarantee that the contractual work will not be carried out by self-employed persons but solely by employees of the tenderer;
3. A guarantee that all the employees of the tenderer, whether providing services to the contracting authority or not, have a written contract of service and are registered with the Employment & Training Corporation. On award of the contract the tenderer shall furnish a list of employees who will be providing services to the contracting authority as well as having copies of the written contracts of service of any of the employees available at any time for inspection;
4. All employees are to be given a detailed payslip containing all relevant details including the amount paid, normal hours worked, overtime hours, hours worked on Sundays and public holidays, hours availed of as leave or sick leave, a breakdown of bonuses/allowances as well as deductions made (such as social security contributions and income tax);
5. Employee's wage/salaries are paid only by direct payment in the employee's bank account;
6. The tenderer is to guarantee that the relevant bank statements of wage/salaries' deposit and copies of the detailed payslips are to be made available as and when required by the Director of Industrial & Employment Relations;
7. The contractor shall be obliged to specify the minimum hourly workers' costs in tenders involving the provision of employees' services and shall also provide a breakdown of the employee costs in tenders where the tender requires a global sum covering the services to be provided. Guidance from the Department of Industrial and Employment Relations will be sought by the contracting authority for an estimate of the minimum statutory hourly costs for the particular work in the specific sector which is being tendered for.

SECTION 4 – TERMS OF REFERENCE

1. Background Information

1.1 Beneficiary Country

Malta

1.2 Contracting Authority/Entity

Fondazzjoni Centru Ghall-Kreattivita`

1.3 Relevant Country Background

St James Cavalier Centre for Creativity, Valletta

The Mission Statement for St James Cavalier Centre for Creativity focuses on St James` role as a catalyst for the contemporary art scene in Malta, as well as its role as hub were people of all ages and from all walks of life an join in the enriching act or creativity.

Emphasising the need to foster aesthetic and cultural awareness among the younger generation and the socially and economically disadvantaged, the Mission Statement looks forward to offering an ongoing dialogue between the various artistic disciplines. It also recognises and stresses the contribution it can make to Malta's economic and social development.

2. Contract Objectives and expected Results

2.1 Overall Objectives

The overall objectives of the project of this contract will be the provision of cleaning services at the St James Cavalier Centre for Creativity, Valletta and any other premises falling under the responsibility of the *Fondazzjoni Centru Ghall-Kreattivita`* as may be required.

The Contractor will be expected to visit his personnel on site whilst on duty, on a regular basis (at least monthly).

The Contractor is expected to operate as requested by the Contracting Authority, and cover the working hours required, including Sunday and all Public and National holidays.

The Contractor is to provide the required quantity of suitably vetted, thoroughly and appropriately trained and experienced cleaning personnel.

The contractor will be expected to provide replacement/substitute cleaners to cover any leave, (vacation, sick, etc.), resignation or exoneration (on the part of the Contracting Authority) of its personnel. Any such replacement employees are expected to be competent and adequately trained, particularly where the operation of cleaning equipment is concerned.

The Contractor`s employees must be in possession of CLEAN police conduct certificate.

The Contractor is responsible for ensuring that the employment of its employees is in accordance with current relative Maltese Legislation.

The Contracting Authority reserves the right to refuse any employee of the Cleaning Company from performing duties at the *Fondazzjoni Centru Ghall-Kreattività`* premises, at any period of time during the period of the contract.

The Contractor is to fully and immediately comply with all directions and instructions that are issued either verbally or in writing by the Contracting Authority.

The responsibility for the health and safety of the Contractor's personnel shall remain with the Contractor.

The Contractor shall be responsible for ensuring that each member of the Contractor's staff are fully vetted, competent, trained and certified to carry out their particular tasks and demonstrate flexibility consistent with the exigencies of the Works.

3. Uniform & General Appearance

3.1 The Contractor is to provide at his own cost the necessary uniforms for the intended service delivery.

- Every personnel on duty at St James Cavalier Centre for Creativity, Valletta shall wear a full Company uniform which should be clean and smart at all times. An identification card is to worn on the chest.
- The uniform may have the Contractor's insignia.

4. Attitude

4.1 It is essential that all cleaning personnel on duty have a sense of responsibility, together with a positive attitude by:-

- Keeping himself/herself smart and active
- Projecting a pleasant personality and a helpful and cordially attitude towards people.

4.2 Working Hours

For the purpose of this contract, the core business hours (Mondays-Sundays including Public & National Holidays) are construed to be from 06:00 till 21:00hrs all year round.

Cleaning personnel may also be requested to work after midnight on some occasions.

The Contracting Authority may require detailing of additional cleaning personnel and this shall be communicated to the service provider in good time (normally two to three days beforehand).

5 Training

5.2 The provision of Training

- The Contractor/s shall be responsible for ensuring that each member of his staff is fully competent, trained, experienced and certified to carry out their particular tasks and demonstrate flexibility consistent with the exigencies of the Contracting Authority.
- The successful Contractor/s will be responsible, at his/her own cost, for the delivery of regular refresher training courses to his/their staff/personnel in areas such as health and safety, first aid, fire fighting etc.

6. Attendance

The Contracting Authority shall monitor the performance of the Contractor for attendance and punctuality of the contractor's employees.

All cleaning personnel detailed at St James Cavalier Centre for Creativity, Valletta are to register their arrival and departure to/from work by means of electronic registration (e.g. palm reading machine) as determined by management.

7. National Green Public Procurement Guidelines

The contractor is committed, during the whole period of the contract to prove, when requested by the contracting authority, that the ingredients of all products supplied meet the biodegradability conditions outlined in the Detergents Regulation 648/2004.

SECTION 5 - CONTRACTING AUTHORITY'S REQUIREMENTS

Overall Objectives

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

The Contract Authority requires the services of **cleaners** to carry out duties at St James Cavalier Centre for Creativity, Valletta.

Given the nature of the operations at the Centre, the incumbent is expected to be required to work late or on weekends, public and national holidays in order to meet the needs and deadlines required for the success of the artistic and cultural activities. The normal hours of work would be scheduled to reflect this need.

The Contract Authority reserves the right to increase the number of cleaners needed during the course of the tender.

Tenderer shall quote one rate per man hour inclusive of VAT and all other charges. No requests for payment except that indicated in the schedule of prices will be entertained. However the rate paid will be increased by any cost of living adjustment (COLA) granted by the Government during the running of the contract.

The person in whose favour the contract is awarded shall under all circumstances be responsible to ensure that all his subcontractors and other persons engaged to do work or to render services abide to the rules of the Centre.

The successful tenderer shall, without entitlement to any contribution from the Contracting Authority, be responsible for the payment of all salaries. Wages, statutory bonuses, overtime compensation and all and any dues or fees payable to the Employees in connection with their performance of the Cleaning Services for the Contracting Authority. The successful tenderer shall also be responsible for the payment of personal income taxes and social security contributions to the authorities on behalf of the Employees.

The Contracting Authority shall have the right at any time to request the successful bidder to remove any Employee from the Contracting Authority's premises if the Contracting Authority, in its reasonable discretion, deems that any such Employee is unsuitable to perform the tasks entrusted to him, in the event that any such Employee has misbehaved in any manner.

The successful tenderer shall provide his Employees with appropriate uniforms, at the cost of the Contractor and shall ensure that the Employees shall wear these uniforms at all times during the working hours.

The contractor is to ensure an efficient and uninterrupted Cleaning services at all times.

Cleaning Services:

The Contract Authority will provide details of the areas where these services are required prior to the entry into force of the contract.

The areas shall include the St James Cavalier Centre for Creativity, Valletta or other areas falling within the responsibility of the *Fondazzjoni Centru Ghall-Kreattivita`*.

Equipment, detergents and disinfectants used for cleaning should be provided by the Contracting Authority.

Any change from the list of personnel has to be approved by *the Fondazzjoni Centru Ghall-Kreattivita`*.

Code of conduct:

Be understanding and show respect to staff, visitors and colleagues.

Carry out with diligence and safety their duties.

Be punctual for duty and are to register their arrival and departure to/from work by means of electronic registration (e.g. palm reading machine).

Be of good moral character; (a Police certificate of good conduct issued within 6 months prior to their allocation within the *Fondazzjoni Centru Ghall-Kreattivita`*).

When on duty all employees are expected to be always neatly groomed and wearing appropriate attire.

Commencement Date & Period of Execution

The intended commencement date is within 7 working **days** of the last signature of the contract.

The Contract shall be for a period of 3 (three) years (36 months) and the Contract Authority reserves the option to extend the hire period by another year (12 months) on termination on the same terms and conditions.

Form 2 – Data on Joint Venture/Consortium (Where applicable)

1	Name	
2	Managing Board’s Contact Details	Address: Telephone: Fax: Email:	
3	Agency in the state of the Contracting Authority, if any <i>(in the case of a Joint Venture/Consortium with a foreign lead partner)</i>	Address: Telephone: Fax: Email:	
4	Names of Partners	(i)..... (ii)..... (iii)..... (iv).....	
5	Name of Lead Partner	
6	Agreement governing the formation of the Joint Venture/Consortium <i>(Enclose Joint Venture/ Consortium Agreement)</i>		
	Place of Signature:	Date of Signature:	
	
7	Proposed proportion of responsibilities between partners (in %) with indication of the type of the works to be performed by each* <small>* The company acting as the lead partner in a joint venture/consortium, they must have the ability to carry out at least 50% of the contract works by its own means. If a company is another partner in a joint venture/consortium (i.e. not the lead partner) it must have the ability to carry out at least 10% of the contract works by its own means</small>		
 -% -%	
 -% -%	

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

Date:.....

Form 3 - Sub-Contracting
(IF APPLICABLE)

If the tenderer plans to sub-contract part of the works, he must provide the following details:

Service/s intended to be sub-contracted	Name and details of sub-contractors	Value of sub-contracting as percentage of the total cost	Experience in similar services (details to be specified)

Signature:.....
(the person or persons authorised to sign on behalf of the tender)

Date:.....

Form 4 - List of Trained Personnel
(IF APPLICABLE)

Please indicate the personnel trained in cleaning services

Name and Surname	Designation	Qualifications	Employed from	Years of Experience

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

Date:

VOLUME 2

VOLUME 2 SECTION 1 - DRAFT CONTRACT FORM

Financed by: *Fondazzjoni Centru Ghall-Kreattività`*

Project: **PROVISION OF CLEANING SERVICES AT THE *FONDAZZJONI CENTRU GHALL-KREATTIVITA` PREMISES***

Contract Number:

This contract is concluded between:

Fondazzjoni Centru Ghall-Kreattività`
St James Cavalier
Centre for Creativity
Valletta VLT 1060
Malta

(hereinafter called “Fondazzjoni”) on behalf on one part, and

[Name of Contractor]
[Address]

(hereinafter called “The Contractor”) on the other part,

Whereas the *Fondazzjoni Centru Ghall-Kreattività`* is desirous that certain supplies should be [supplied, manufactured, delivered, installed, commissioned, maintained, etc.] by the Contractor, viz.:

TENDER FOR THE PROVISION OF CLEANING SERVICES AT THE *FONDAZZJONI CENTRU GHALL-KREATTIVITA` PREMISES*

and has accepted a tender by the Contractor for the provision of such supplies 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 place of acceptance of the supplies shall be [.....], the time limits for delivery shall be [.....], and the INCOTERM²⁰⁰⁰ applicable shall be delivery duty paid (DDP).
3. 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 technical specifications and design documentation,
 - (e) the Contractor’s technical offer (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 of the document they are modifying.

4. In consideration of the payments to be made by the Contracting Authority to the Contractor as hereinafter mentioned, the Contractor undertakes to deliver all supplies, and remedy defects therein in full complex with the provisions of the contract.

5. 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 (*excluding/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 National Law (in particular the VAT Act 1998, the Act No X of 2003 and relevant Legal Notices).

6. The Contractor hereby agrees to submit a performance guarantee amounting to €..... equivalent to 10% of the contract value together with the signed contract.

7. 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 the *Fondazzjoni Centru Ghall-Kreattività`*, and one for the Contractor.

Fondazzjoni Centru Ghall-Kreattività`:

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:

FINANCIAL OFFER

Fee for the Provision of Cleaning Services at the *Fondazzjoni Centru Ghall-Kreattività* Premises

Advert Number SJC/2014/09:

FINANCIAL BID BREAKDOWN

For contracts on Monday to Sunday basis

Item	Description	No. Of Hours	Rate per hour inclusive of all taxes but excluding VAT (€)	VAT (€)	Rate per hour Inclusive of all taxes & VAT (€)	Total inclusive of VAT (€)
	<u>BILL A - Monday to Saturday</u>					
1	Hourly workers' cost (Not less than €4.52 per hour excluding VAT)					
2	Rate per hour for all other expenses to carry out the services as per Terms of Reference including but not limited to materials, administrative charges etc. ^(a)					
	GRAND TOTAL INCLUDING VAT AND ANY OTHER TAXES AS APPLICABLE TO BE CARRIED FORWARD TO SUMMARY SHEET					^(a)

Item	Description	No. Of Hours	Rate per hour inclusive of all taxes but excluding VAT (€)	VAT (€)	Rate per hour Inclusive of all taxes & VAT (€)	Total inclusive of VAT (€)
	<u>BILL B – Sundays & Public/National Holidays</u>					
1	Hourly workers’ cost for Saturdays & Public Holidays (This rate should reflect the proportionality afforded by relevant Employment Legislation regarding work carried out on Public Holidays)					
2	Rate per hour for all other expenses to carry out the services as per Terms of Reference including but not limited to materials, administrative charges etc. ^(a)					
GRAND TOTAL INCLUDING VAT AND ANY OTHER TAXES AS APPLICABLE TO BE CARRIED FORWARD TO SUMMARY SHEET						(b)

Notes:

(a) Tenderers are reminded that the Contracting Authority is entitled to reject any offer which is considered to be abnormally low according to Regulation 29 (1)(2) & (3) of LN296/2010.

(b) To be carried forward to Summary Sheet.

SUMMARY SHEET

Item	Total carried forward €
BILL A – Monday to Saturday	
BILL B – Sundays & Public/National Holidays	
GRAND TOTAL INCLUDING VAT AND ANY OTHER TAXES AS APPLICABLE TO BE CARRIED FORWARD TO TENDER RESPONSE FORMAT	

Tel/Mobile No: _____ **Fax No:** _____

VAT Registration No: _____

Police/Trading Licence No: _____ **Valid up to:** _____

I/We declare that the above information is correct.

Signature: **Name:**

I.D. No: **Date:**