



REFERENCE NUMBER:	SPD7/2023/044
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**-SERVICES-**  
**TENDER FOR THE PROVISION OF  
MESSENGER SERVICES WITH DRIVING  
DUTIES AT THE MALTA COMPETITION &  
CONSUMER AFFAIRS AUTHORITY  
(MCCAA)**

**This project is being financed through local budget.**

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

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## SECTION 1 - INSTRUCTIONS TO TENDERERS

### 1. General Instructions

- 1.1 The subject of this tender is Tender for The Provision of Messenger Services with Driving Duties at the Malta Competition & Consumer Affairs Authority (MCCAA).
- 1.2 The place of acceptance of the services/supplies/works shall be MCCAA, Mizzi House, National Road Blata l-Bajda HMR9010, the time-limits for the execution of the contract shall be three (3) calendar years from the order to start services issued by the Contracting Authority (as per sub-article 18.2 of Section 2 - Special Conditions in this tender dossier), and the INCOTERM<sup>2020</sup> applicable shall be Delivery Duty Paid (DDP).
- 1.3 The Estimated Procurement Value for this Call for Tenders has been based on comprehensive research including appropriate financial analysis. In the context of this procurement, the Estimated Procurement Value, based on market research, is that of €120,848.00 excluding VAT.

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

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

- 1.4 The final beneficiary of this tender is Malta Competition & Consumer Affairs Authority.

### 2. Timetable

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

	DATE	TIME*
Clarification Meeting/Site Visit	[Not-Applicable]	[N/A]
Deadline for request for any additional information from the Contracting Authority. <b>Clarifications by registered users to be sent online through <a href="http://www.etenders.gov.mt">www.etenders.gov.mt</a></b>	11/08/2023	09.30 am
Last date on which additional information can be issued by the Contracting Authority	16/08/2023	09.30 am
Deadline for Submission of Tenders (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)	25/08/2023	09.30 am
Tender Opening Session (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)	25/08/2023	10.00 am

\* All times Central European Time (CET)/Central European Summer Time (CEST) as applicable

### **3. Lots**

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

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

- 4.1 No clarification meeting/site visit is planned.

### **5. Selection and Award Requirements**

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

#### **(A) Eligibility Criteria**

Economic Operators are to complete the Eligibility Section through the tender response format <sup>(Note 2)</sup>

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

#### **(B) Exclusion (including Blacklisting) and Selection Criteria - information to be submitted through the tender response format (available from [www.etenders.gov.mt](http://www.etenders.gov.mt)).**

<sup>(Note 2)</sup>

- (i) Confirmation that the bidder and any sub-contractors (if any) engaged throughout the execution of the contract do not fall under any of the grounds listed under Part VI of LN352/2016 concerning exclusion grounds including blacklisting through the tender response format.

- (ii) Declaration concerning Selection Criteria

#### **Subcontracting Proportion**

Provide the name/s of subcontractor/s and the relative percentage of services to be subcontracted. This information is to be submitted online through the tender response format. <sup>(Note 2)</sup>

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

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

### (C) Specifications

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

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

Key Expert 1 - Supervisor: Minimum Quantity 1.

As minimum the KE shall be able to communicate effectively both verbally and in writing, in Maltese and English languages.

In possession of a valid clean police conduct/certificate

In possession of a valid Health and Safety/ First Aid qualification or equivalent from an accredited institution (or else have an OHSAs as a Key Expert).

Furthermore, the tenderers are to submit a valid and recent copy of the police conduct.

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

**(D) Financial Offer**

(i) A financial offer calculated on the basis of **Delivered Duty Paid (DDP) 2020 (Grand Total)** for the services tendered as per Tender Response Format. <sup>(Note 3)</sup>

(ii) A filled-in Financial Bid Form as per Tender Response Format. <sup>(Note 3)</sup>

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

**This condition shall not apply to financial bid forms constituted of a Bill of Quantities (BoQ), or financial bid forms where the total can be arithmetically worked out and/or corrected if, as, and when necessary / applicable.**

**Notes to Clause 5:**

1. *Not applicable for departmental tenders.*

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

*All Rectifications are free of charge.*

3. *No rectification shall be allowed. Only clarifications on the submitted information may be requested. Tenderers will be requested to clarify the submitted information within five (5) working days from notification.*

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

**6. Criteria for Award**

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

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

The (BPQR) is established by weighing technical quality against price on a 60/40  basis respectively. This is done by multiplying;

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

## 6.2 The evaluation process:

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

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

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

Tenderers must achieve an average technical score of (60)\*\*. The average technical score is arrived at by adding the individual weighted scores of each evaluator divided by the number of evaluators. Those tenderers that do not obtain the minimum set average technical score will be eliminated.

The offer achieving the highest technical score will be awarded 100% of the technical weight. The other offers will be awarded scores in proportion to the offer with the highest technical score as per below formula;

Technical score =  $\frac{\text{Average Technical Score of the Respective Offer}}{\text{Highest Average Technical Score}} \times \text{Technical Weight}$

The financial offers for tenders which were not eliminated during the technical evaluation (i.e., those which have achieved an average technical score of (60)\*\* or more and/or those which have achieved the set threshold for individual criterion/sub-criterion) will be evaluated. The Evaluation Committee will also check that the financial offers contain no arithmetical errors.

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

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

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



## Overall Best Price Quality Ratio (BPQR) evaluation

Conclusion of tender evaluation under BPQR:

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

Where:

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



**Evaluation Grid**

Criteria/Sub-Criteria		Weighting (%)	Threshold (%) *
Any Information regarding third parties is to be blacked out in line with the GDPR. <i>3<sup>rd</sup> Party information relates to any information/documentation that specifically includes the Economic Operator's employees/personnel name (or any other identifier) shall be greyed out in line with GDPR.</i>			
<b>A - Personnel to be employed on the contract (mandatory)</b>		<b>Maximum 14 points</b>	
<b>A1. Skills and Capabilities(Mandatory)</b>			
	<p><b>i) The Economic Operator is to provide a declaration that all employees to be employed on contract shall possess a valid driving license B and B1 as per Terms of Reference Article 6.1.</b></p> <p><i>At tendering stage the Economic Operator shall submit a declaration and then a copy of the valid driving license shall be presented during Implementation stage.</i></p> <p><i>For the above criteria, a '0' score shall be allotted if the required declaration is not submitted at tendering stage whereas full marks will be given if the requested declaration is provided accordingly.</i></p>	5 points or 0	100% or 0
	<p><b>ii) Declaration by the Economic Operator that the employees to be employed on contract will have the ability to communicate in Maltese and/or English as per Terms of Reference Article 6.1.1</b></p> <p><i>For the above criteria, a '0' score shall be allotted if the required declaration is not submitted whereas full marks will be given if the requested declaration is provided accordingly.</i></p>	5 points or 0	100% or 0
	<p><b>iii) Economic Operator is to provide a declaration that all personnel performing the requested service will have clean police conduct as per Terms of Reference Article 6.1.1</b></p> <p><i>At tendering stage the Economic Operator shall present the declaration whilst the actual police conducts of the employees to be employed on contract shall be presented during Implementation Stage.</i></p> <p><i>For the above criteria, a '0' score shall be allotted if the required declaration is not submitted at tendering stage whereas full marks will be given if the requested declaration is provided accordingly</i></p>	4 points or 0	100% or 0

<b>B. Contract Management and Operations - Overall Coordination Strategy and Contract Infrastructure</b>		<b>Maximum 45 points</b>	
<b>B1 - Managerial and Supervisory Function (Mandatory)</b>			
	<p>The Economic Operator is to submit a report in the form of a write-up of approximately 200 words for each of the below criterion as per Terms of Reference Article 6.1.1a outlining the following :-</p> <p>- A list of measures to ensure:</p> <p style="padding-left: 40px;">a) <b>Time keeping</b></p> <p style="padding-left: 40px;">b) <b>Adequate level of service</b></p> <p><i>Marks for this criterion will be allotted within a spectrum from 0 to 100% - if a 0 is allotted the bid shall be disqualified</i></p>	<p>Max of 5 points</p> <p>Max of 5 points</p>	<p>Max of 100%</p> <p>Max of 100%</p>
<b>B2 - Contingency plans (Mandatory)</b>			
	<p>The Economic Operator is to submit a Contingency Plan in the form of a report of approximately 200 words (for each) including a response time of two (2) hours as per Terms of Reference Article 3.2 in the event of emergencies which will include provisions for the following :-</p> <p style="padding-left: 40px;">i) <b>Temporary Absence of personnel not being able to carry out their duties such as immediate replacement of sick personnel</b></p> <p style="padding-left: 40px;">ii) <b>Immediate replacement of personnel in case of industrial actions</b></p> <p style="padding-left: 40px;">iii) <b>Measures in place that will ensure punctual attendance at the place of work in case of public transport breakdown</b></p> <p style="padding-left: 40px;">iv) <b>Flexibility in working hours (exigencies may require that personnel is provided in a flexible manner) - the Economic Operator is to provide a plan of how employees can work in a flexible manner.</b></p> <p><i>Marks for this criterion will be allotted within a spectrum from 0 to 100% - if a 0 is allotted the bid shall be disqualified.</i></p>	<p>Max of 4 points</p> <p>Max of 4 points</p> <p>Max of 4 points</p> <p>Max of 4 points</p>	<p>Max of 100%</p> <p>Max of 100%</p> <p>Max of 100%</p> <p>Max of 100%</p>

<b>B3 - Reporting (Mandatory)</b>			
	<p>The Economic Operator is to submit templates indicating the following Reporting Requirements and shall be in line with the Terms of Reference Article 7.1</p> <p>(i) Draft monthly reports including timetables to illustrate the number of hours rendered in services for the respective month (A draft template to be provided showing no. of hours per month)</p> <p>(ii) Draft Incident report in case of accidents (Draft incident report to be provided)</p> <p><i>For the reports criteria a '0' score shall be allotted if the Economic Operator does not provide a draft report template and / or the draft report template submitted does not illustrate all the minimum requirements. Full marks will be given if the draft report is submitted and it illustrates all the minimum requirements accordingly.</i></p>	<p>4 points or 0</p> <p>4 points or 0</p>	<p>100% or 0</p> <p>100% or 0</p>
<b>B4 - Methodology (Mandatory)</b>			
	<p>The Economic Operator is to submit a Proposed methodology in approximately 300 words demonstrating how the economic operator shall ensure that the employee/s provide/s the expected level of service as per Article 8 in the Terms of Reference.</p> <p><i>Marks for this criterion will be allotted within a spectrum from 0 to 100% - if a 0 is allotted the bid shall be disqualified.</i></p>	<p>Max of 6 points</p>	<p>Max of 100%</p>
<b>B5 - Uniform / Attire (Mandatory)</b>			
	<p><b>Uniform Messengers/Drivers' attire</b></p> <p>i) The Economic Operator shall provide a photo/visual/picture of the proposed uniform as per Terms of Reference Article 6.3</p> <p>ii) Uniform declaration - The Personnel employed on this Contract are entitled to Supportive Employment Conditions. Accordingly, good practice in the sector dictates that official Work Uniforms shall be supplied by the Employer free of charge and without any form of conditions in relation to payment.</p>	<p>3 points or 0</p> <p>2points or 0</p>	<p>100% or 0</p> <p>100% or 0</p>

	<p>To this end, the Economic Operator shall also submit a Self-Declaration that specifies that No Deposit and/or Payment (or any Sums of Money) will be held/requested from the Personnel employed on this Contract as a form of Guarantee, or otherwise, against the provision of their official Work Uniform. The Self-Declaration shall also specify that No deductions from the Personnel's wage shall be made except where permitted by law or by an order of a competent court.</p> <p>For this specific contract employees cannot be charged any Payment on the allotted uniform (deposit included), not even if it is specified in the Collective Agreement.</p> <p><i>For the Uniform / Attire criteria, a '0' score will be allotted if the Economic Operator does not provide a picture/visual/photo and the declaration of the uniform and/or the picture/visual/photo and the declaration provided does not illustrate all the minimum requirements. Full marks will be given if the picture/visual/photo and the declaration of the uniform is provided and it illustrates all minimum requirements stipulated in this call for tenders.</i></p>		
<b>C - Social Aspects</b> <b>C1 - Equal Opportunities</b>		<b>Maximum 41 points</b>	
	<p><b>Proof that the Economic Operator meets the legal requirements of the employment of the disabled people. Proof / evidence through appropriate Jobsplus (or equivalent) documentation shall be provided. (Mandatory)</b></p> <p><i>A score of '0' shall be allotted if this documentation is not submitted, whereas full marks will be given if this documentation is provided accordingly. If a '0' score shall be allotted the bid shall be disqualified.</i></p>	<p>4 points or 0</p>	<p>100% or 0</p>
<b>C2 Employment Conditions</b>			
	<p><b>(i) Employees have a written contract; (Mandatory)</b></p> <p><i>A copy of a contract of employment is to be provided</i>  <i>A score of '0' shall be allotted if this documentation is not submitted, whereas full marks will be given if this documentation is provided accordingly. If a '0' score shall be allotted the bid shall be disqualified.</i></p>	<p>5 points or 0</p>	<p>100% or 0</p>
	<p><b>(ii) Wages are paid by credit transfer - costs of which are borne by the contractor; (Mandatory)</b></p>	<p>5 points or 0</p>	<p>100% or 0</p>

	<p><i>Proof to be provided, e.g. agreement with banks or written communication between bidder and Bank, or the provision of a proof re direct credit/bank transfer, confirming direct credit settlement of wages.</i></p> <p><i>A score of '0' shall be allotted if this documentation is not submitted, whereas full marks will be given if this documentation is provided accordingly. If a '0' score shall be allotted the bid shall be disqualified.</i></p>		
	<p><b>(iii) Employees are provided with detailed pay slips; (Mandatory)</b></p> <p><i>A copy of a pay slip is to be provided</i></p> <p><i>A score of '0' shall be allotted if this documentation is not submitted, whereas full marks will be given if this documentation is provided accordingly. If a '0' score shall be allotted the bid shall be disqualified.</i></p>	5 points or 0	100% or 0
	<p><b>(iv) Contractor provides insurance cover to its employees in case of injury during work;(Add-on)</b></p> <p><i>Copy of insurance cover is to be provided</i></p> <p><i>A score of '1%' shall be allotted if this documentation is not submitted, whereas full marks will be given if this documentation is provided accordingly.</i></p>	4 points	100% or 1% as a minimum
	<p><b>(v) Declaration of the freedom of employees to join a Trade Union</b></p> <p>Economic Operator has to provide a declaration that employees can join a Trade Union with no restrictions being imposed (Mandatory)</p> <p><i>A score of '0' shall be allotted if this declaration is not submitted, whereas full marks will be given if this declaration is provided accordingly. If a '0' score shall be allotted the bid shall be disqualified.</i></p>	4 points or 0	100% or 0

	<p>(vi) Collective Agreement Criterion (Add-on)</p> <p>Regulation 2(1) of the EIRA Act defines a collective agreement as ‘an agreement entered into between an employer, or one or more organizations of employers, and one or more organizations of employees regarding conditions of employment in accordance with the provisions of any law in force in Malta’.</p> <p>In accordance with Article 5 of the EIRA Act, if the Conditions of Employment are prescribed in a Collective Agreement, the Economic Operator (registered in Malta) being a party thereto shall, within 15 days of the signing of such a Collective Agreement, send to the Director General responsible for Employment and Industrial Relations a copy thereof duly authenticated.</p> <p>In respect to the above, additional points shall be allocated to bidders who put a tangible effort in pursuing good conditions of employment.</p> <p>The points indicated below are not incremental and such points shall be allotted respective to the submissions being referred to under each of (i) to (v).</p> <p>Wherever there is a reference to ‘valid’ in the wording below, it shall be construed as follows: Validity of the Collective Agreement is deemed as having an expiry date that shall at least be for 90 days from the Submission Deadline of the Procurement Call.</p> <p>Bidders should submit one of the following as part of their submission:</p> <p><i>i)A Conditions of Employment Description whereby the Economic Operator shall submit a Write-Up Report in the form of a Conditions of Employment Report of approximately 300 words making sure to meet the minimum requirements as per Terms of Reference Article indicated above. This shall briefly outline the principles and criteria of Employment Law Conditions as set by the Employment and Industrial Act (CAP 452) as well as any applicable Subsidiary Legislations. Specific reference shall also be made to how these Conditions of Employment relate to the Personnel employed on this Contract. 2 points</i></p> <p>OR</p> <p><i>(ii)A signed Declaration by a Union Representative stating that negotiations have started with the Economic Operator in order to enact a Collective Agreement. 3 points</i></p> <p>OR</p> <p><i>(iii)A identical copy of an expired (i.e. Validity Period exceeds the demarcated 90 day period as per above definition) Collective Agreement duly signed by the involved parties and submitted by the Economic Operator to DIER. 4 points</i></p>	<p>Maximum of 6 Points as described below:</p> <p>(i) 2 Points</p> <p>(ii) 3 Points</p> <p>(iii) 4 Points</p>	<p>ePPS points. Maximum of 100% as described below:</p> <p>(i) 35%</p> <p>(ii) 50%</p> <p>(iii) 65%</p>
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	<p><i>OR</i> <i>(iv) An identical copy of a valid Collective Agreement duly signed by the involved parties and submitted by the Economic Operator to DIER. 5 points</i></p> <p><i>OR</i> <i>(v) An identical copy of a valid Collective Agreement duly signed by the involved parties and submitted by the Economic Operator to DIER including the acknowledgement by DIER that the Collective Agreement has been submitted for registration at their end. 6 points</i></p> <p>If an Economic Operator is registered in a foreign country and has (or applied for/renewed) an equivalent Collective Agreement in place, it shall also submit appropriate documentation from the Competent Authority as per above details. In addition, the Economic Operator shall also submit a Self-Declaration whereby it is declared that such a Collective Agreement meets the minimum criteria of the Employment and Industrial Act (CAP 452).</p> <p><i>For the above Sub-Criterion, a '1%' score shall be allotted if the requested Conditions of Employment Report is not submitted. A '1%' score shall also be allotted if the submitted Conditions of Employment Report does not meet all minimum requirements. If a score of '1%' shall be allotted, the bidder shall not be disqualified.</i></p> <p>(vii) Vacation Leave Criteria:</p> <p>A Transfer of Business Process shall be deemed to signify a seamless continuation of employment. Accordingly, Regulations 3(A) of the Transfer of Business (Protection of Employment) Regulations S.L. 452.85 states that 'On the completion of a transfer, all the transferor's rights, powers, obligations and liabilities under or in connection with any contract of employment referred to in sub-regulation (1) shall be transferred to the transferee: Provided that the transferor shall be civilly liable to reimburse the transferee for the payment of the pro rata annual leave entitlement not availed of during employment with the transferor in respect of the period during which the transferor was the employer, whilst the transferor shall have the civil right to be reimbursed by the transferee in respect of any annual leave which had been granted to the employee by the transferor prior to the date of transfer which was in excess of the pro rata entitlement of annual leave till the date of transfer'.</p>	<p>(iv) 5 Points</p> <p>(v) 6 Points</p> <p>3 points or 0</p>	<p>(iv) 85%</p> <p>(v) 100%</p> <p><i>The Minimum Point that shall be allotted is 1%.</i></p> <p>100% or 0</p>
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	<p>Provided further that in the case where employees were employed in the business or part of the business to be transferred have been made redundant prior to a transfer of business which would have otherwise resulted in the transfer of their employment with the transferee, the transferee has an obligation to re-employ, with the same conditions of employment, such employees if their previous posts become available within one year from the notice of redundancy according to and in terms of article 36 of the Act and the transferor shall provide all the necessary information in order for the transferee to be able to abide by this requirement.</p> <p>To this end, the Economic Operator shall submit a Self-Declaration that specifies that any Vacation Leave Days already booked and approved by the current outing Contractor will be subsequently honoured by the Economic Operator (incoming Contractor) within the limitations established by any prevailing law. (Mandatory)</p>		
	<p><b>(vii) Health &amp; Safety - Quality assurance systems ascertaining a safe working environment</b></p> <p>The Economic Operator shall submit a report in the form of a write-up of approximately 200 words to outline the measures adopted. (Mandatory)</p> <p><i>Marks for this criterion will be allotted within a spectrum from 0 to 100% - if a 0 is allotted the bid shall be disqualified</i></p>	<p>Max of 5 points</p>	<p>Max of 100%</p>
<p><b>Total Criteria Weight</b></p>		<p><b>100</b></p>	

**BPQR Requirements** - Bidders are to be aware that the BPQR requirements listed in Section 1 (Instructions to Tenderers) as in Article 6.2 of this document, are to be considered as Note 3 (mandatory deliverables).

## SECTION 2 - SPECIAL CONDITIONS

These conditions amplify and supplement, if necessary, the General Conditions governing the contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. Other Special Conditions may be indicated afterwards.

### *Article 2: Notices and Written Communications*

- 2.4 Following the award of the tender, and unless otherwise instructed and agreed to in writing, all communications between the Contractor and the Contracting Authority must include the publishing reference number and contract title. which will be effected between each entity's representatives, namely the Project Manager appointed by the Contracting Authority and the Contractor's Project Manager.

Such communications are to be directed to the following email address:

MCCAA  
Mizzi House,  
National Road,  
Blata l-Bajda  
HMR9010

E-mail address: [procurement.mccaa@mccaa.org,mt](mailto:procurement.mccaa@mccaa.org,mt)

The contact person and further details shall be provided upon signature of the contract. It is important to note that all written communications are made in English Language.

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

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

### *Article 5: Supply of Information*

- 5.1 As per General Conditions.

**Article 6: Assistance with Local Regulations**

6.1 Further to the provisions of the General Conditions, it is the Contractor's responsibility to ensure that the messengers services with driving duties employed on this contract are in possession of the necessary licenses to perform duties as Drivers. These permits/licenses are to be valid for the whole duration of the contract.

The Contractor shall be also bound with all national legislations, regulations, standards, and/or Codes of practices, which are in effect during the execution of the contract, regarding health and safety issues, as they apply for the contractor's particular operating situation and nature of work activities.

**Article 7: General Obligations**

7.12 The Contractor shall, within fifteen (15) calendar days of receipt of the contract, sign and date the contract and return it together with a copy of the Performance Guarantee copy of insurance policy and required police conduct. The Contractor is further obliged to forward the original performance guarantee to the Contracting Authority. The Contract will not be endorsed by the Contracting Authority/Central Government Authority until the performance guarantee, copy of insurance policy and required police conduct are submitted is submitted. The amount of the guarantee shall be 4% where the amount of the total contract value is between €10,000 and €500,000 ex VAT, and 10% where the amount of the total contract value is €500,000 or above.

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

Where the contract is a Framework Contract, or when a contract is awarded to one contractor over a period of years for recurrent services, the Performance Guarantee may cover the yearly/annual total contract value<sup>1</sup>, which means that the performance guarantee is calculated on the total contract value, and then divided by the number of years covered by the contract

The Contractor has the possibility to provide the Contracting Authority with a Single Bond covering two (2) or more Contract Agreements (that qualify for a performance guarantee) with the same Contracting Authority. If an additional contract is awarded to a given contractor, which results in an economic operator's current cumulative contracts value to go beyond the contract value range currently covered by the Single Bond, the contractor is to be requested to; either submit a separate Performance Guarantee for the additional contract; or else submit a new Single Bond to cover the new total contracts value or submit an amendment to the original Single Bond specifying the new amount. If a Contractor opts to make use of a Single Bond, one must submit an endorsed and signed letter from the respective Contracting Authority / Entity specifying which contracts shall be covered by the said Single Bond. The letter would need to be resubmitted should a new Contract Agreement be covered by the Single Bond. The same process shall take place if a Contract Agreement no longer forms part of the Single Bond since the Contract would have been fully implemented and executed.

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

In addition, if the inclusion of a new Contract Value does not affect the current amount of the Single Bond because the applicable Cumulative Contracts Value Range would not have been exceeded, the letter would need to specify this accordingly. In absence of the said letter, the new Contract Agreement would not be signed<sup>2</sup>.

- 7.15 Where the Performance Guarantee needs to be retained, this shall be released within thirty (30) calendar days from settlement of the final invoice.

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

- 13.2 Further to the General Conditions, the Contractor is to also have an Employer's Liability insurance cover. This policy is to cover all employees assigned to this contract against any loss, damage, death or bodily injury which may occur to any person, which may arise out of the performance of the Services or in connection with the required services, as a consequence of negligence, breach of statutory duty, omission or default of the part of the Contractor, or any person for whom the Contractor is responsible, including, without limitation, the Contractor's personnel and any sub-contractors. Such insurance shall have a cover of €2,000,000 per occurrence up to an aggregate of €4,000,000 and shall include a cross liability clause such that the insurance shall apply to the Contractor and the Contracting Authority as separate insured entities.

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

- 13.3 Further to what is stipulated in the general conditions, a copy of the insurance policy is to be submitted to the Contracting Authority upon contract signing.

***Article 14: Intellectual and Industrial Property Rights***

- 14.3 As per General Conditions.

***Article 15: Scope of the Services***

- 15.1 The scope of the services is defined in Section 3 (Terms of Reference).

***Article 16: Personnel and Equipment***

- 16.4 Further to the provisions of the General Conditions, one (1) of the Messenger/Drivers shall report to MCCA, Mizzi House National Road, Blata l-Bajda from: 08:00hrs till 16:30hrs and one (1) messenger/driver shall report from 09:00hrs till 17:30hrs, in both cases it includes a thirty (30) minute daily non-payable break from Monday to Friday. The Authority may adjust these timings as per its exigencies. The employee/s engaged in the execution of the contract shall have a good police conduct.

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<sup>2</sup> The latest version of the Procurement Policy Note #21 and #22 shall apply.

The Contracting Authority reserves the right to request for a valid police conduct certificate, recently issued i.e. three (3) calendar months, for each and every nominated Key Expert and engaged personnel by the contractor.

- 16.6 The CA may also request for a replacement of a Key Experts and/or any employee/s engaged with this contract.

Other reason to refuse and/or request for a replacement is inappropriate conduct.

Such replacements if applicable, are subject to a nominee by the contractor within i.e three (3) working days from when notified to do so and are to be substantiated by a recent CVs and equivalent (or better) tender requirements at the contractor's cost/s and endorsed by the CA.

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

- 16.8 A Transfer of Business Process shall be deemed to signify a seamless continuation of employment. Accordingly, Regulation 3(A) of the Transfer of Business (Protection of Employment) Regulations S.L.452.85 states that 'On the completion of a transfer, all the transferor's rights, powers, obligations and liabilities under or in connection with any contract of employment referred to in sub-regulation (1) shall be transferred to the transferee:

Provided that the transferor shall be civilly liable to reimburse the transferee for the payment of the pro rata annual leave entitlement not availed of during employment with the transferor in respect of the period during which the transferor was the employer, whilst the transferor shall have the civil right to be reimbursed by the transferee in respect of any annual leave which had been granted to the employee by the transferor prior to the date of transfer which was in excess of the pro rata entitlement of annual leave till the date of transfer.

Provided further that in the case where employees were employed in the business or part of the business to be transferred have been made redundant prior to a transfer of business which would have otherwise resulted in the transfer of their employment with the transferee, the transferee has an obligation to re-employ, with the same conditions of employment, such employees if their previous posts become available within one year from the notice of redundancy according to and in terms of article 36 of the Act and the transferor shall provide all the necessary information in order for the transferee to be able to abide by this requirement.

To this end, the Economic Operator shall submit a Self-Declaration that specifies that any Vacation Leave Days already booked and approved by the current outgoing Contractor will be subsequently honoured by the Economic Operator (incoming Contractor) within the limitations established by any prevailing law.

**Article 18: Execution of the Contract**

- 18.1 The Contract is to commence from the date of written order to start services issued by the Contracting Authority and such order will occur at the Contracting Authority's discretion, by not later than one (1) calendar month after the last signature of the contract.

- 18.2** The performance period of the contract shall be three (3) calendar years from the date stipulated in the written order to start services issued by the Contracting Authority as indicated in Article 18.1 of the Special Conditions.

***Article 19: Delays in Execution***

- 19.2** If the Contractor does not perform the services in accordance to the contract, the Contracting Authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to liquidated damages for every day, or part thereof, which shall elapse between the end of period within which the Messenger Driver/s would have been required to execute his/their duty and the date of actual execution. The penalty payable will be of €100 (Hundred Euro) per calendar day up to the maximum percentage of 15% of the total contract value. Should the maximum penalty be met, Article 19.3 of the General Conditions will come into force.

The Service Provider shall have a period of a minimum of twenty-four (24) hours to a maximum of forty-eight (48) hours from written notification to submit representations on the default. Therefore, if the contractor keeps failing to fulfill its obligations in respect of this contract, it will result in defaulting.

If no representations on the default are presented by the Service Provider, the Contracting Authority will proceed with the monetary deduction. The Contracting Authority shall have the right to deduct penalties from the retained payments, and/or claim it under the performance guarantee quoted above, and/or claim the amount directly from the Contractor.

If the Contractor does not perform the services in accordance with the contract, the Contracting Authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to liquidated damages for every day, or part thereof, which shall elapse between the end of period within which the Messenger Driver/s would have been required to execute his/their duty and the date of actual execution. The penalty payable will be of €100 (Hundred Euro) per day up to the maximum percentage of 15% of the total contract value. Should the maximum penalty be met, Article 19.3 of the General Conditions will come into force.

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

- 20.1** Further to the General Conditions, in case, following the evaluation of offers, there are a number of bidders that have been ranked jointly first, whereby such number of bidders exceeds the number of years envisaged for the particular contract duration, then the latter contract can be modified to cover a duration in years equal to the number of bidders ranked jointly first. When taking up such option the CA is forfeiting any other option for extension of contract duration. In such cases, any incumbent contractor that is part of the list of bidders ranking jointly first is to start the contract implementation in the first year, whilst the remaining years are to be allocated to the remaining bidders through a lottery system.

- 20.2** *Not Applicable*

- 20.5** *Not Applicable*

- 20.6** *Not Applicable*



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

24.1 Kindly refer to Article 7.1 of Section 3 - Terms of Reference.

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

26.1 This is a fee-based contract. Payments shall be made in Euro (€).

Payments will be affected on a monthly basis, on the presentation of the original signed fiscal invoice, which is to be countersigned and verified for correctness by the Contracting Authority. The invoice must be accompanied by timesheets of officers and any other report listed in Article 7.1. of Section 3 - Terms of Reference. Payment will be processed within thirty (30) calendar days from the monthly invoice certification by the Contracting Authority.

Payments are subject to penalty incurred during the period of the contract.

26.2 As per General Conditions.

**Article 27: Financial Guarantee**

27.5 As per General Conditions.

**Article 30: Revision of Prices**

30.1 Provided that, tender prices in respect of hourly or daily rates, will be revised in line with any increases determined by Government in respect of its policies. Further to what it is being stipulated in the General Conditions, the rates will be applicable according to the latest version of the Contracts Circular issued by the Department of Contracts related to precarious services.

Any costs related to services provided beyond normal core hours, communication, documentation, equipment, devices, accommodation, travelling and transportation, is to be solely borne by the contractor and no claims will be entertained by the Contracting Authority.

30.4 As per General Conditions.

**Article 32: Breach of Contract**

32.5 As per General Conditions

32.6 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 per Terms of Reference 3.2(i to iv) - € 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. Failing to attend, investigate and effectively remedy any complaint made against the Contractor's personnel within a maximum of two (2) calendar days from issue of such complaint - € 50 per incident.

5. Failure to abide by the Contracting Authority's policies and directives including but not restricted to those relating to parking, uniforms, smoking policy, slovenly appearance - € 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.

7. The messenger driver should only make use of the CA's vehicle for official duties and only as per the CA's instructions. Other personal purposes or activities not as per the CAs duties is strictly forbidden - €200 per incident

8. In the case a fine/points deduction or contravention is issued to the driver/messenger whilst on duty with a Contracting Authority's vehicle is to be borne by the driver/messenger and any points deducted from the driving licence are also to be deducted from the driver/messenger's respective driving licence.

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.



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

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

### 1. Background Information

#### 1.1 - Beneficiary Country

Malta.

#### 1.2 - Central Government Authority

Department of Contracts.

#### 1.3 - Contracting Authority

Malta Competition & Consumer Affairs Authority (MCCA)

#### 1.4 - Relevant Country Background

Not Applicable.

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

Not applicable

#### 1.6 - Related Programmes and Donor Activities

Not Applicable

### 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:

- Drive MCCA Officers to various meetings, according to the needs of the Authority and as assigned by the responsible officer;
- Collection and delivery of internal and external mail, documents and newspapers, as may be required by the Authority and as assigned by the responsible officer;
- Clean and ensure that the Authority's provided vehicles are maintained in the best possible manner, liaising with supplier as and when required;
- Carrying of material and setting up for meetings, conferences and events as may be necessary;
- Running of errands due to the exigency of the Authority;
- Other exigencies that may occur, being basic maintenance and basic clerical requirements.

#### 2.2 - Specific Objectives

As per clause 2.1 above.

### **2.3 - Results to be achieved by the Consultant**

The results to be achieved are those of messenger services with driving duties as per below:

- (i) Efficient and effective achievement of the above (clause 2.2) mentioned objectives
- (ii) Good working co-operation is to be established and maintained between the Messenger/Driver and the Administrative Team within the Contracting Authority.

## **3. Assumptions and Risks**

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

The Contractor is to be in possession of all valid licenses and permits, throughout the contract period, as required by the Laws of Malta (and/or issued by the Police Commissioner), as well as any licenses or permits that may come into force during the contract period, to enable the Contractor fulfil the scope of this contract. The engaged driver/messengers by the Contractor will be authorised by the Contracting Authority subject to a recently valid Category B driving licence.

The recording of the daily timesheets of the contractors' employees shall be according to the systems employed by the Contracting Authority which consist of the Biometric finger print punching in and out.

The CA reserve the right to periodically change the operating procedures, hence expect cooperation and such adherence from the contractor as and when notified to do so.

The Contractor shall entail to take action in cases where any inappropriate action takes place during working hours from the Messenger Driver especially whilst driving. Such actions might include:

- The use of foul/inappropriate language;
- The use of mobile phone while driving;
- Excessive/Reckless driving;
- Allowing unauthorised persons to board the Authority Car;
- Breach of any confidential information.
- Notwithstanding that the messenger/driver is to have a recent clean police conduct and a valid driving licence, the contractor's drivers are to respect the stipulated driving laws and regulations.

### **3.2 - Risks**

Contractor shall assume full responsibility and accountability regarding the health and safety of their employees and/or sub-contractors. The Economic Operator must make necessary Contingency Plans which are to include a response time a maximum replacement time of not more than two (2) hour in the event of the following emergencies which will include provisions for the:-

- (i) Immediate replacement of sick personnel
- (ii) Immediate replacement of personnel in case of industrial actions
- (iii) Measures in place that will ensure punctual attendance at the place of work in case of public transport breakdown.
- (iv) Flexibility in working hours (exigencies may require that personnel is provided in a flexible manner)

## 4. Scope of the Work

### 4.1 - General

#### 4.1.1 *Project Description*

The messenger drivers are expected to work on a forty (40) hour, five (5) day week basis, from Monday to Friday excluding Public Holidays, one messenger driver from 08:00hrs till 16:30hrs and the other messenger/driver from 09:00hrs till 17:30hrs including a daily non-payable thirty (30) minute break.

The number of hours which the two (2) messengers/drivers services are required are as follows:

- September to December 2023 - 1040 total number of hours for two (2) messengers
- January to December 2024 - 4160 total number of hours for two (2) messengers
- January to December 2025 - 4160 total number of hours for two (2) messengers
- January to September 2026 - 3120 total number of hours for two (2) messengers

Break for Officers to be provided by the Contractor and for which no payment will be due by the Contracting Authority. The above mentioned times are subject to change in line with exigencies of this Office;

The contractor must submit one (1) rate per hour from Monday to Friday; other allowances and all other costs have to be taken into consideration and factored in the rate submitted by the tenderers.

Rates are to be adjusted annually in accordance with the rates stipulated in the MCCA Collective Agreement as approved by the Department for Industrial and Employment Regulations.

During the execution of the contract, the only allowable amendments to the rates shall be any change in government policies and/or also as per Contract Circulars including but not limited to the cost of living (COLA) adjustments sanctioned by the Government of Malta. No other rate revision shall be entertained.

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

The messenger will be reporting for duties at the MCCA, Mizzi House, National Road, Blata l-Bajda and will be required to render duties as requested by the Contracting Authority, and which may involve provision of driver services to all locations all locations in the Maltese Islands.

#### 4.1.3 *Target Groups*

Staff employed with the Malta Competition & Consumer Affairs Authority.

### 4.2 - Specific Activities

- Provide employees who shall use reasonable skill and care in the provision of the service to be provided in accordance with good organisation practice, and who are of a good moral character;
- Take all reasonable precautions not to disclose, and to ensure that the employee to be employed on contract shall be contractually bound not to disclose, any confidential information of any nature Such obligation will not apply to any information that is or has become public knowledge through any event or circumstances beyond the control of the Company.

The Company shall furthermore comply with the provisions of the Data Protection Act (Cap 586 of the Laws of Malta) and ensure that his employees are contractually bound to comply with said Act;

- The performance of the duties engaged by the messenger with driving duties shall follow the instructions made by the Contracting Authority's designated personnel. These shall include:

- a) delivering documents among Directorates/Sections/Premises which falls under the remit of MCCA ;
- b) running errands on behalf of office staff;
- c) assisting and directing the public in reception areas as required and assisting in the search of books, documents, answering telephone calls at the reception etc;
- d) operating office machines such as: photocopier, scanner, and laminator;
- e) keeping simple records such as vehicle logbooks and letters delivered by hand;
- f) receiving and transmitting messages;
- g) driving a car and seeing that it is kept clean and carrying out minor maintenance;
- h) Provide assurance of an efficient and uninterrupted service at all times.

The number of hours for the Messenger/Driver services of two (2) Messenger/Driver are required as follows:

- September to December 2023 - 1040 total number of hours for two (2) messengers
- January to December 2024 - 4160 total number of hours for two (2) messengers
- January to December 2025 - 4160 total number of hours for two (2) messengers
- January to September 2026 - 3120 total number of hours for two (2) messengers

### **4.3 - Project Management**

#### **4.3.1 Responsible Body**

Malta Competition & Consumer Affairs Authority (MCCA)

#### **4.3.2 Management Structure**

The general direction for this project will be implemented by the Director for Human Resources or by his designate. The two (2) messenger/drivers will answer directly to the Director HR or his designate.

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

To be able to perform their duties the messengers shall be provided a vehicle by the Contracting Authority. The contractor's personnel are to be free from any conflict of interest and the Contracting Authority reserves the right to request for an oath and/or sign a Confidentiality and Non-Disclosure Agreement.

## **5. Logistics and Timing**

### **5.1 - Location**

The messengers with driving duties will be required to provide their services as required, and to all locations within the Maltese Islands including Gozo. The Head Office shall be MCCA, Mizzi House, National Road Blata l-Bajda. Vehicles in use by the messenger with driving duties shall be kept inside the garage of the premises at Mizzi House, National Road, Blata l-Bajda.

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

The period of execution of the contract will be of thirty-six (36) calendar months, effective from the date of the commencement order that will be issued by the Contracting Authority within one (1) calendar month from the last signature of the contract.

## **6. Requirements**

### **6.1 - Personnel and Key Experts**

#### **6.1.1. Key Experts**

One (1) Supervisor is to be employed in the company in order to liaise with the Contracting Authority, to ensure that the services provided being asked for in this tender are met. As minimum the Key Expert shall be able to communicate effectively both verbally and in writing, in Maltese and English languages.

- In possession of a valid clean police conduct/certificate
- In possession of a valid Health and Safety / First Aid qualification or equivalent from an accredited institution (*or else have an OHSAs as a Key Expert*).

Furthermore, the tenderers are to submit a valid and recent copy of the police conduct (to corroborate the KE Form and CV)

The Supervisor will be the focal point of the Contracting Authority. Also the supervisor shall be fluent in Maltese and/or English Language.

Furthermore, an immediate visit by the Supervisor will be required in order to take action on any report received from the Contracting Authority. In this regard, the Supervisor is required to be reachable by means of a personal mobile phone (device and connectivity will not be provided by the Contracting Authority) during the execution of the contract.

The Economic Operator shall provide a list of measures to ensure:

- i. Timekeeping
- ii. An Adequate level of service is provided

#### **6.1.1.b Personnel**

The Contractor must ensure the availability of messenger during all the hours being requested.

(i) All employees employed to be employed on contract shall possess a valid driving license B and B1. At tendering stage the Economic Operator shall submit a declaration and then a copy of the valid driving license shall be presented during Implementation stage.

(ii) The employees to be employed on contract shall have the ability to communicate in Maltese and/or English.

(iii) Declaration by the economic operator that all personnel performing the requested service will have a clean police conduct. At tendering stage the Economic Operator shall provide a declaration. Then the actual Police Conducts for the employees to be employed shall be presented during Implementation Stage

Once the Commencement order is issued by the Contracting Authority the Contractor shall provide the Contracting Authority with a valid police conduct certificate issued by the Commissioner of Police within thirty (30) calendar days from when the Contractor is notified by the Contracting Authority and a certificate issued by the Jobsplus indicating full details regarding:

1. The employees to be assigned with the provision of the services
2. Other employees to substitute such employees on leave (whether paid or unpaid, sick or any other absenteeism)
3. Copy of identification of each employee assigned on the contract.

Identification shall be used only for security purposes, and to this end, consent is to be given by the employee, in line with the General Data Protection Regulations.

Certificates are not to be issued earlier than the date of the commencement of contract.

It shall be the responsibility of the Contractor to inform the Contracting Authority with the replacement of any of the same employees by a minimum of five (5) working days before such instances takes place.

No replacement shall be allowed prior to the presentation of the above indicated certificates.

The Contracting Authority reserves the right not to accept any of the employees and in such instances the Contractor shall replace the employee/s with one/s acceptable to the Contracting Authority within one (1) working day.

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

The Contractor is to ensure availability as appropriate of support staff and backstopping for the proper execution of the contract. Drivers/Messengers are to be replaced in case of vacation leave, sick leave, and any other reason. In case that any of the messengers with driving duties on roster fails to turn up for work a replacement is to be sent within two (2) hours.

#### **6.2 - Accommodation**

The Contracting Authority will be providing an adequate space to keep any personal belongings at their own risk.

Whilst the contractor personnel have to be responsible to keep such provisions in good conditions, the Contracting Authority cannot assume any responsibility in case of theft.

#### **6.3 - Facilities to be provided by the Consultant**

*The Contractor shall:*

- *Provide the Messenger full uniform*
- *Support their activities under the contract and ensure that the messenger are paid regularly and in a timely fashion*

Uniform consists of:

MALE MESSENGERS

- Navy Blue Jacket - Fully lined, single breasted, turned down collar with two (2) jetted external;



- White short sleeved shirt for Summer and Log Sleeved Shirt for Winter
- Navy Blue Trousers -
- Dark Coloured shoes

#### FEMALE MESSENGERS

- Navy Blue Jacket - Fully lined, single breasted, turned down collar with two jetted external
- White short sleeved shirt for Summer and Log Sleeved Shirt for Winter
- Navy Blue Skirt -
- Dark Coloured shoes.

### **6.4 - Equipment**

No equipment is to be purchased on behalf of the Contracting Authority as part of this service contract or transferred to the Contracting Authority at the end of this contract. Vehicle to carry out duties shall be provided by the Contracting Authority, and which shall be kept clean at all times. Any damages incurred / accidents involving this vehicle / contraventions incurred, are to be reported immediately to Designated Officer within the designated Officer in charge.

## **7. Reports**

### **7.1 - Reporting Requirements**

Documents required by the Contracting Authority include:

- Monthly invoices showing the number of hours rendered in services for the respective month
- Detailed monthly timesheets/timetables of officers to include: name of site, name and surname of officer, date, time in, time out, number of working hours. Timesheets/ Timetables are to be certified correct by the Contractor as well as the Head of the Contracting Authority or by his/her representative.
- Incident Reporting - All incidents must be reported on the same day of the incident's occurrence to the Head of the Contracting Authority or any person delegated by him/her. Such report should include all relevant details including but not limited to photos taken on-site of the accident with relation to the incident and the time and place where the incident has occurred and details of the messenger/driver reporting the incident. Any action taken with regards to such incident must also be inserted within this report.

### **7.2 - Submission & Approval of Progress Reports**

One (1) hard copy and one (1) soft copy of the progress reports referred to above must be submitted to the Project Manager identified in the contract. The progress reports must be written in English. The Project Manager is responsible for approving the progress reports.

## **8. Monitoring and Evaluation**

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

The main indicator of achievement of this Contract is that the level of service rendered by the Contractor be:

- (i) Efficient and effective achievement of the above mentioned (as per clause 2.1 in the Terms of Reference) objectives
- (ii) Good working co-operation is to be established and maintained between the Messenger/Driver and the Administrative Team within the Contracting Authority

Personnel performing duties at MCCA are to register their arrival and departure to/from work by signing an attendance sheet provided by the Contractor. Attendance is also monitored by the punching in and out through the Contracting Authority's Biometric punching system. A punching in and out report shall be verified with the attendance sheet provided by the contractor once every month, both the report and the attendance sheet must be exactly the same. In case of discrepancy between the attendance sheet and the punching in/out report, the Contracting Authority's punching in/out report shall prevail in order to curb any irregularities in the attendance.

The Contracting Authority reserves the right at any time during the contract to carry out supervision on all the services being provided and detailed in the 43 of Reference. The Contracting Authority reserves the right to demand the improvement or replacement of any services provided by the service provider of this is not according to standard, such improvement or replacement of service shall be notified in writing to the Contractor and the improvement and replacement shall be done by not later than five (5) working days from the date of notification.

### **8.2 - Special Requirements**

The team of personnel performing duties at the MCCA is to be assigned duties At MCCA and other premises under the remits of MCCA during the whole term of the contract.

The vehicles shall not be used for any other purposes by the contractor other than carrying out duties as detailed in this contract

## **9 - Employment Conditions**

The economic operators shall submit evidence of the following:

- a. Employees have a written contract;
- b. Wages are paid by direct credit - costs of which are borne by the contractor;
- c. Employees are provided with detailed pay slips;
- d. Contractor provides insurance cover to its employees
- e. Declaration of the freedom of employees to join a Trade Union
- f. A collective agreement registered with the Department of Industrial and Employment Relations.
- g. Health & Safety - quality assurance systems ascertaining a safe working environment

**BPQR Requirements** - Bidders are to be aware that the BPQR requirements listed in Section 1 (Instructions to Tenderers) as in Article 6.2 of this document, are to be considered as part of this section and all requirements are Note 3 (mandatory deliverables).



## SECTION 4 - SUPPLEMENTARY DOCUMENTATION

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

### ***4.2 - Specimen Guarantees***

### ***4.3 - Ultimate Beneficiary Owner (UBO) form***

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

### ***4.4 - General Conditions of Contract***

The full set of General Conditions for Services Contracts (Version 4.6) can be viewed/downloaded from the 'Resources Section' at: [www.etenders.gov.mt](http://www.etenders.gov.mt)

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

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

[etenders.gov.mt](http://www.etenders.gov.mt)

### ***4.5 - General Rules Governing Tendering***

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