



Malta Air Traffic Services Limited

**P.O BOX 1
MALTA INTERNATIONAL AIRPORT
MALTA**

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Closing Date: 16th September 2014

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SUBJECT:

**Tender for the Provision of Cleaning and Housekeeping
Services for the Malta Air Traffic Services Limited
2014**

This tender is free of charge

TENDER FOR THE PROVISION OF CLEANING AND HOUSEKEEPING SERVICES

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1.0 INTRODUCTION

1.0.1 This Tender, which is being issued by Malta Air Traffic Services Limited (MATS – the Contracting Company), is for the provision of environmentally friendly cleaning and housekeeping services.

1.0.2 Prospective bidders are to ensure that their Tender Document shall contain no changes or alterations, other than those made in accordance with the instructions issued by the Contracting Company (which are issued as clarification notes or addenda) or those necessitated by errors on the part of the tenderer. In this case, bidders shall ensure that any corrections are properly and duly crossed, dated and initialed in ink by the person signing the tender.

2.0 TENDER PROCESS

2.1.1 Tenderers bear the sole liability of examining with appropriate care the Tender documents and any clarification notes to the Tender documents issued during the Tendering period, and for obtaining reliable information with respect to conditions and obligations that may in any way affect the amount or nature of the Tender or the execution of the works. In the event that the tenderer is successful, no claim for alteration of the Tender amount shall be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.

2.1.2 The duration of contract is of **two years** from date of commencement and by mutual consent, the agreement of the three-year period may be extended by one year.

2.1.3 Tenderers shall promptly notify the Chief Finance Officer of Malta Air Traffic Services Limited, of any ambiguity or discrepancy that they may discover upon examination of the Tender Document.

2.1.4 Tenderers requiring clarification or interpretations of the Tender Document shall make a written request via e-mail (email address: mario.j.azzopardi@maltats.com) at least six (6) working days prior to the closing date for receipt of Tenders. Any request after this date shall not be accepted.

2.1.5 MATS Limited may, at its own discretion, extend the deadline for submission of Tenders to give tenderers sufficient time to take clarification notes into account when preparing their Tenders.

2.1.6 Participation in tendering is open on equal terms, to all natural and legal persons of the member States of the European Union, the beneficiary country, and any other country in accordance with Regulation 76 of the Public Procurement Regulations.

2.1.7 Natural persons, companies or undertakings who fall under any of the conditions set out in Regulation 50 of the Public Contracts Regulations, 2010 (Legal Notice 296 of 2010) shall be excluded from participation in the award of the Contracts. Tenderers or candidates who have been guilty of making false declarations shall incur financial penalties representing 10% of the total value of the contract being awarded.

2.1.8 The Tenderer shall bear all costs associated with the preparation and submission of the Tender. MATS Limited shall neither be responsible for, nor cover, any expenses or losses incurred by the Tenderer through site visits and inspections or any other aspect of his/her Tender.

2.2 Assigned Employees

2.2.1 The tenderer shall accept the provision to carry out cleaning and house-keeping services at MATS premises including all outposts as specified in the attached “Housekeeping and Cleaning Schedule” attached to this tender and marked Document ‘A’ and as required by the Company.

2.2.2 The contractor shall be expected to schedule **four** full time (8hrs) employees during office hours from Monday to Friday, and **two** employees on Saturdays, Sundays and public holidays for a minimum of five hours daily, as required by the Company.

2.2.3 The Contractor shall indemnify the Company, its shareholders and its employees against any liabilities in respect of any personal injuries or damage to property. To this end the Contractor shall take out adequate insurance for a sum to be agreed with the Contracting Company in order to cover both personal injuries, injuries and/or damage to third parties and damages to Company's properties.

2.2.4 Particular attention is drawn to the conditions concerning the assigned cleaning staff. The Contractor must assign only suitably trained personnel with a clean police conduct and who qualify to be granted the Airport Security Pass. Prior to deployment of such personnel the Contractor must present to the Contracting Company with particulars including ID number, experience and a clean police conduct. MATS reserves the right to ask the Contractor to redeploy and replace any employee assigned for such duties by giving sufficient reason justifying such request. The tenderer shall agree to employ any of the existing contractors' employees, since they are already in possession of the Airport Security Passes and, so, have access to security restricted areas within the airport and have already attended security awareness courses.

2.2.5 The Contractor shall have available at the Company's premises all equipment required to carry out the services and works contemplated in this agreement.

2.2.6 The Contractor shall provide uniforms for his employees that shall be to the satisfaction of the Contracting Company. The Contractor shall also provide safety and protective clothing and safety equipment for all employees deployed to the Company as required in the course of their duties.

2.2.7 All equipment required, including safety and protective clothing as well as uniforms and other services is to be supplied by the tenderer.

2.2.8 The Contractor shall make arrangements so that the necessary Airport Security Passes are issued for the assigned personnel.

2.2.9 **Law**

By submitting their Tenders, tenderers are accepting that this procedure is regulated by Maltese Law, and are deemed to know all relevant laws, acts and regulations of Malta that may in any way affect or govern the operations and activities covered by the Tender and the resulting contract.

2.3 Language of Tenders / Preparation of Tenders

2.3.1 The Tender and all correspondence and documents related to the Tender exchanged by the tenderer and the Contracting Company shall be written in English. Supporting documents and printed literature furnished by the tenderer may be in another language, provided they are accompanied by an accurate translation into English. For the purposes of interpretation of the Tender, the English language shall prevail.

2.3.2 The Tenderer's submission shall be typed in, or handwritten in indelible ink and signed by the person listed in the Tenderers Details Form enclosed with the Tender Document. Any pages on which entries or correction to his/her submission have been made shall be initialed by the person listed in the Tenderers Details Form. All pages shall be numbered consecutively by hand, machine or in any other way acceptable by the Contracting Company.

2.3.3 The Tender shall contain no changes or alterations, other than those made in accordance with instructions issued by the Contracting Company (issue as clarification notes) or necessitated by errors on the part of the tenderer. In the latter case, corrections shall be initialed by the person signing the tender.

2.3.4 The Tender shall be rejected if it contains any alteration, tampering, addition or deletion to the Tender documents not specified in a clarification note issued by the Contracting Company.

2.4 Tender Rates/Prices

2.4.1 Notwithstanding the provisions of payment terms referred to under the relative Clause of the General Conditions for Service Contracts (article 26, Payments and Interest on late payments) no pre-financing will be paid in this contract. Payment under this contract shall be effected within a reasonable period of time. This shall be taken to mean that payment is to be effected within 60 days from the presentation of a correct tax invoice to MATS Limited.

2.4.2 Provided that the invoices are accepted and certified by the Company and that the services conducted are carried out to the satisfaction of the Officer in charge of the Contract. Any penalties which shall be incurred by the Contractor shall be deducted from these bills. The Contractor shall be bound to conform in all respects with VAT legislation and regulations.

2.5 Conditions of Employment

2.5.1 The following conditions are mandatory conditions of any service contract resulting from the outcome of this tender:

The Contractor shall be bound not to sub-contract the cleaning services, or any part of, to a third party. This exclusion does not apply to bona fide self-employed individuals, and that the tenderer is guaranteeing that no work will be carried out by persons designated as self-employed where their actual employment status in terms of the Employment Status National Standard Order, LN44/2012, is that of an employee.

2.5.2 A guarantee that all the employees of the tenderer, whether providing services to the contracting Company or not, have a written contract of service and are registered with the Employment & Training Corporation. On award of the contract the tenderer should supply copies of the contracts of all the employees to the Finance and Administration Section. Tenderer shall ensure that 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).

2.5.3 Tenderer shall ensure that employee's wages/salaries are paid only by direct payment in the employee's account number. 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. 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.

2.5.4 Apart from the above conditions which the tenderer must abide with, MATS Limited will for any contracts awarded - keep accurate timesheets of the work carried out by the employees at the Finance and Administration Office.

2.5.5 Following the award of the tender, if it results that a tenderer has not adhered in any way to the conditions of the contract and/or has in any way breached industrial and employment legislation, then the contract may be terminated.

2.5.6 Any breach of regulations emanating from the Employment and Industrial Relations Act, the Employment and Training Services Act and the Occupational Health and Safety Authority Act may constitute sufficient grounds for the termination of any contract awarded as indicated above.

2.5.7 The Contract for Services shall be read, governed and construed in accordance with the Laws of Malta and any controversy in relation thereto shall be submitted to final and binding arbitration in terms of Part IV of the Arbitration Act (Chapter 387 of the Laws of Malta)

3.0 TENDER SUBMITTALS

3.1 Method of Submissions

A written proposal for this call of Tender shall be submitted at the Finance and Administration Section of the Malta Air Traffic Services Limited Luqa, by the time and date indicated on the front page of this document. Tenders are to be delivered to the following address:

**Chief Finance Officer
Malta Air Traffic Services Limited
Finance and Administration Section
PO Box 1
Malta International Airport
Luqa LQA 5000**

Late submissions shall not be accepted. The proposal for this Tender shall be closed in a sealed package with the Advert Name clearly marked on it and submitted either by recorded delivery (official postal/courier service) .Any other method of submission shall NOT be accepted.

The tenderer shall abide with all the conditions specified in OPM Circular No 12/2013 dated 1 July 2013 regarding service contracts awarded by Government and public sector organisations.

3.2 TENDERER'S DECLARATION(S)
To be completed and signed by the tenderer

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

We have examined, and accept in full and in its entirety, the content of this tender Document. We hereby accept the contents thereto in their entirety, without reservation or restriction. We also understand that any disagreement, contradiction, alteration or deviation shall lead to our tender offer not being considered any further. We offer to provide / supply, in accordance with the terms of the tender document and the conditions and time limits laid down, without reserve or restriction, the following services / supplies:

Provision of environmentally friendly Cleaning Services

The rates/prices of our tender (inclusive of VAT, duties, other taxes and any discounts) is:
[.....]

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

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

We have no potential conflict of interests or any relation with other candidates or other parties in the tender procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other tender in this procedure.

We recognise that our tender may be excluded if we propose key experts who have been involved in preparing this project or engage such personnel as advisers in the preparation of our tender.

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

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

TENDERER'S DETAILS

Name of Tenderer

.....
.....

Address

.....
.....

**VAT Registration Number
(if applicable)**

.....

Name of Contact Person

.....

I.D. / Passport Number

.....

Email address

.....

Telephone Number

.....

Fax Number

.....

Signature

.....

Date

.....

3.4 STATEMENT ON CONDITIONS OF EMPLOYMENT

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

I hereby declare that no part of the services to be provided under this contract shall be subcontracted.

I hereby declare that all the employees have a written contract of service and are registered with the competent Authority of my country.

I hereby declare that employees shall 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 contributions and income tax).

I hereby declare that all the wages/salaries of my employees are paid only by direct payment in the employee's bank account. I hereby declare that during the execution of this contract, if and when requested by the Contracting Company or the Director of Industrial and Employment Relations, I shall provide a copy of the contracts of service, payslips, FS3 forms and bank statement of wages/salaries deposits of any of my employees irrespective of whether such employees are employed on this contract for inspection. I hereby declare that I shall submit to the Contracting Company a list of the employees to be engaged on the contract after the award of the contract.

I hereby declare that if I am found in breach of any of the above declarations I accept that this contract will be terminated and that I will have no right to be compensated for any damage I may have suffered or will suffer in the future in respect to this termination.

I am hereby attaching the minimum hourly workers' costs for this contract and a breakdown of the employees' costs in global sum contracts.

Name and surname

Signature of Tenderer

I.D. No

Date

NOTE:

Prospective tenderers are advised to note that their tendered rate for item 1 when calculated per hour as based on the declared number of working hours/day in the Tenderer's Declaration below, should be greater than the minimum hourly wages rate for 2014 plus applicable allowances for vacation leave, bonus/weekly allowance, public holidays and NI (if employee is principally employed with tenderer), VAT and applicable tenderer's rates for sick leave and other leave entitlements (bereavement leave, birth , marriage , maternity etc.)

3.5 BREAKDOWN OF TENDERER'S EMPLOYEES' COSTS (To be completed by tenderer)

<u>Employee Category</u>	<u>Wage: € /hour</u>	<u>Employer's National Insurance contribution : € /hour</u>	<u>Vacation Leave: € / hour</u>	<u>Bonus: € / hour</u>	<u>Public Holidays € / hour</u>	<u>Sick leave and other leave Entitlements € /hour</u>	<u>TOTAL : € /hour</u>

3.6 AREAS COVERED BY AGREEMENT STANDARDS OF SERVICE

The area falling within this agreement are designed and briefly defined as follows:

Air Traffic Control Centre

Aerodrome Operators- rest room, kitchenette and bathroom

Administration building

Technical Section

Drivers Rest Room

MATS outstations – Benghajsa station, Dingli Radar, Hal-Far Radar, Fawwara, TAR and Comcen

Cleaning of offices shall include, but is not limited to, the following duties:

Housekeeping and cleaning duties shall be carried out with the aim of keeping clean and tidy at all times, the exterior, interiors, furniture, furnishings, accessories, fixtures and fittings as applicable to all areas covered by this agreement.

Daily (Monday to Friday) housekeeping and cleaning tasks shall include:

Sweeping and/or vacuum washing cleaning floors, and other surfaces like furniture and other object.

Washing and cleaning windows, frames, glass surfaces, space frames, cladding, soffit ceilings and other high level objects.

Taking charge/manning and cleaning of toilets/ bathrooms.

Collecting garbage and putting it into skips.

Use of hand tools, equipment, ladder and other machinery related to performance of cleaning tasks.

Reporting of faults, defects, shortcomings and performing related tasks.

Servicing tea and coffee during meeting.

Clean up after accidental spillages and other emergency janitorial function.

Empty wastebaskets and ashtrays

Spot clean doors, walls and dust desk top/spot vacuum

Dust and spot wipe of desktop and furniture, equipment, ledges windows sills, pictures

Sweep, dust/wet mop, spot vacuum floors

Weekend housekeeping and cleaning tasks shall include:

Operations – sweeping and washing floors, bathrooms, kitchenette and empty waste baskets of Entrance, Tower, Rest room, Operational Area, Common Area , Bathroom and Kitchenette)

Workshop - sweeping and washing floors, bathrooms, kitchenette and empty waste baskets of Workshop, Restroom, four equipment rooms and bathroom.

FDSU - sweeping and washing floors, bathrooms, kitchenette and empty waste baskets of FDSU main office, kitchenette and rest room.