



Fondazzjoni għall-Opri Soċjali
fl-Arcidjoċesi ta' Malta

REFERENCE NUMBER: ESF.02.155/01

TENDER FOR THE PROVISION OF A RESEARCH STUDY ON THE YOUTH AND COMMUNITY OF SENGLEA

This project is being financed through the European Structural and Investment Funds 2014-2020.

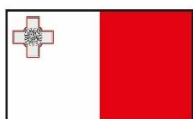
IMPORTANT:

- No Bid Bond is requested for this tender.

Date Published: 14/05/2021

Deadline for Submission: 07/06/2021 at 12:00pm
CET/CEST

Tender Opening: 07/06/2021 At 12:30pm
CET/CEST



Operational Programme II - European Structural and Investment Funds 2014-2020
"Investing in human capital to create more opportunities and promote the well-being of society"
Project part-financed by the European Social Fund
Co-financing rate: 80% European Union; 20% National Funds



IMPORTANT

Clarifications shall be uploaded and will be available to view/download from
www.church.mt/tenders

Fondazzjoni għall-Opri Soċjali fl-Arcidjoċesi ta' Malta

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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 Non Governmental Organisation (NGO), whatever the economic operator's own corresponding conditions may be, which through the submission of the tender is waived. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document. These Instructions to Tenderers complement the General Rules Governing Tenders for NGOs.

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

Prospective tenderers must submit their offer by email to [fosam.procurement@gmail.com](mailto:fosam.procurement@gmail.com). Prospective tenderers take full responsibility to submit their offer by the set tender submission deadline.

**Note:**

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

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 € €16,900 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

- 1.2 The subject of this tender is the conducting of a research study to assess the Senglea community environment, focusing on young people aged between 12 and 19 and their families in order to better understand the difficulties they currently face as well as their interests and needs, also in terms of education and employment.
- 1.3 The place of acceptance of the services shall be the at the *Fondazzjoni għall-Opri Socjali fl-Arcidjocesi ta' Malta*, c/o Archbishop's Curia, St Calcedonius Square, Floriana, Malta, the time-limits for the execution of the contract shall be 60 days, and the INCOTERM<sup>2020</sup> applicable shall be **Delivery Duty Paid (DDP)**.
- 1.4 This is a global price for service contract.
- 1.5 This call for tenders is being issued under an open procedure.
- 1.6 The beneficiary of this tender is *Fondazzjoni għall-Opri Socjali fl-Arcidjocesi ta' Malta*.
- 1.7 This tender is not a reserved contract.

## 2. Timetable

2.

|                                                                                                                                                                                                        | DATE     | TIME            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------|
| Clarification Meeting - Not Applicable                                                                                                                                                                 | N/A      | N/A             |
| Deadline for request for any additional information from the NGO<br><br>Clarification requests should be addressed to:<br><a href="mailto:fosam.procurement@gmail.com">fosam.procurement@gmail.com</a> | 25/05/21 | 16:00           |
| Last date on which additional information can be issued by the NGO                                                                                                                                     | 31/05/21 | 16:00           |
| Deadline for submission of tenders<br>(unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering for NGOs)                                                            | 07/06/21 | 12:00<br>(noon) |
| Tender opening session<br>(unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering for NGOs)                                                                        | 07/06/21 | 12:30           |
| * 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. Variant Solutions

- 4.1 Variant solutions are not permissible.

## 5. Financing

- 5.1 The project is *co-financed* by the European Union/Government of Malta, in accordance with the rules of the European Social Fund 2014-2020.
- 5.2 The Contracting Authority of this tender is *Fondazzjoni għall-Opri Socjali fl-Arcidjocesi ta' Malta*.

## 6. Clarification Meeting/Site Visit

N/A

Meetings between economic operators and the NGO are not permitted.

## 7. 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 necessary documents as follows: <sup>(Note2)</sup>

- (i) No Bid Bond is required. <sup>(Note 1)</sup>

- (ii) Declare agreement, conformity and compliance with the General Rules Governing Tendering in the form provided. <sup>(Note 2)</sup>
- (iii) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment in form provided. <sup>(Note 2)</sup>
- (iv) Power of Attorney (if applicable) <sup>(Note 2)</sup>
- (v) Information re Joint Venture/Consortium <sup>(Note 2)</sup>

(B) Exclusion (including Blacklisting) Criteria and Selection Criteria - information to be submitted through the completion of the following declaration forms:

- (i) Declaration concerning exclusion grounds
- (ii) Declaration concerning *Selection criteria*

### **(C) Technical Specifications**

Tenderer's Technical Offer in response to specifications, which must include:

- (i) **Key Experts** <sup>(Note 2)</sup>

#### **Key Expert 1 (Project Manager and Lead Expert)**

Minimum requirements:

- A recognised PHD at MQF level 8 qualification or equivalent in: Social Policy and Social Work; Social Sciences; Social Studies; Social Wellbeing; Personal and Social Development; Community Studies; Sociology; Family Studies; or an equivalent comparable professional qualification.
- Have excellent written and spoken skills in English and Maltese.

#### **Key Expert 2: Research Coordinator**

Minimum requirements:

- A recognized Bachelor's qualification at MQF Level 6 qualification or equivalent in: Anthropology; Sociology; Public Policy; Youth and Community Studies; Personal and Social Development; Social Policy and Social Work, Psychology; Family Studies; or an equivalent comparable professional qualification.
- Have excellent written and spoken skills in English and Maltese.

The **Key Experts Form**, the **Statement of Exclusivity and Availability Form**, the **Self-declaration form for the Key Expert**, the **Key Experts' CVs** and the **proof of qualifications** are to be submitted at Tendering submission stage. The Self-declaration form for Key Experts (relating to public employees) is also to be provided, where applicable.

- (ii) Tenderer's Technical Offer (Organization and Methodology) <sup>(Note 3)</sup>

**(D) Financial Offer**

- (i) The Tender Form and Tenderer's Declaration are to be completed and submitted with the offer; a separate Tender Form is to be submitted for each option tendered, each form clearly marked 'Option 1', 'Option 2' etc.; <sup>(Note 3)</sup>
- (ii) A financial offer is to be submitted by filling in **Financial Bid Form**, and is to be calculated on the basis of **Delivered Duty Paid (DDP)<sup>2020</sup> (Grand Total)** for the **services** tendered. <sup>(Note 3)</sup>

**Notes to Clause 7:**

*1. Tenderers will be requested to clarify/rectify, within five (5) working days from notification, the tender guarantee only in the following four circumstances: incorrect validity date, and/or incorrect value, and/or incorrect addressee and incorrect name of the bidder. Rectification in respect of the Tender Guarantee (Bid Bond) is free of charge.*

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

*3. No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

*Request for Clarification and / or rectifications concerning a previous request dealing with the same shortcoming shall not be entertained.*

**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 tenderer submitting the cheapest priced offer satisfying the administrative and technical criteria.

## SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

### Part X of the Public Procurement Regulations

270. 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, a rejection of a tender or a cancellation of a call for tender after the lapse of the publication period, may file an appeal by means of an objection before the Review Board, which shall contain in a very clear manner the reasons for their complaints.

271. The objection shall be filed within ten calendar days following the date on which the NGO has by fax or other electronic means sent its proposed award decision or the rejection of a tender or the cancellation of the call for tenders after the lapse of the publication period.

272. The communication to each tenderer or candidate concerned of the proposed award or of the cancellation of the call for tenders shall be accompanied by a summary of the relevant reasons relating to the rejection of the tender as set out in regulation 242 or the reasons why the call for tenders is being cancelled after the lapse of the publication period, and by a precise statement of the exact standstill period.

273. The objection shall only be valid if accompanied by a deposit equivalent to 0.50 per cent of the estimated value set by the NGO of the whole tender or if the tender is divided into lots according to the estimated value of the tender set by the NGO for each lot submitted by the tenderer, provided that in no case shall the deposit be less than four hundred euro (€400) or more than fifty thousand euro (€50,000) which may be refunded as the Public Contracts Review Board may decide in its decision.

274. The Secretary of the Review Board shall immediately notify the Director and/or the NGO as the case maybe that an objection had been filed with his authority thereby immediately suspending the award procedure.

275. The NGO 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.

276. The procedure to be followed in submitting and determining appeals as well as the conditions under which such appeals may be filed shall be the following:

- (a) any decision by the General Contracts Committee or the Special Contracts Committee or by the NGO shall be made public by affixing it to the notice-board of the same NGO as the case may be or by uploading it on Government's e-procurement platform prior to the award of the contract if the call for tenders is administered by the NGO;
- (b) the appeal of the complainant shall also be affixed to the notice-board of the Review Board and shall be communicated by fax or by other electronic means to all participating tenderers;
- (c) the NGO and any interested party may, within ten calendar days from the day on which the appeal is affixed to the notice-board of the NGO and uploaded if/where applicable on the Government's e-procurement platform, file a written reply to the appeal. These replies shall also be affixed to the notice-board of the Review Board and where applicable it shall also be uploaded on the Government's e-procurement platform;
- (d) 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 appeal and any reply to



it. This report shall be circulated to the persons who file an appeal and to all parties who submitted a reply to the appeal;

(e) after the preparatory process is duly completed, the Director or the Head of the NGO 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 and any motivated letter;

(f) The secretary of the board shall inform all the participants of the call for tenders, the NGO of the date or dates as the case maybe when the appeal will be heard;

(g) When the oral hearing is concluded, the Public Contracts Review Board, if it does not deliver the decision on the same day, shall reserve decision for the earliest possible date to be fixed for the purpose, but not later than six weeks from the day of the oral hearing:

Provided that for serious and justified reasons expressed in writing by means of an order notified to all the parties, the Public Contracts Review board may postpone the judgment for a later period.

(h) The secretary of the board shall keep a record of the grounds of each adjournment and of everything done in each sitting;

(i) After evaluating all the evidence and after considering all submissions put forward by the parties, the Review Board shall decide whether to accede or reject the appeal.

## 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.

For the purposes of contracts issued by NGOs, the term 'approval from the Central Government Authority' shall be substituted by the term 'approval by the Head responsible for that NGO'; Furthermore, any references to the Contracting Authority throughout the General Conditions shall be deemed to be referring to the NGO responsible for that procurement.

### Article 2: Notices and Written Communications

- 2.4 Contact details of the contracting Authority are as follows:

Fondazzjoni għall-Opri Soċjali fl-Arcidjocesi ta' Malta  
Archbishop's Curia, St Calcedonius Square, Floriana, Malta  
Tel: (356) 21245350  
Email: [fosam.procurement@gmail.com](mailto:fosam.procurement@gmail.com)

All communication is to bear the tender title and reference number. Communications between the Contracting Authority and/or the Project Leader on one hand, and the Contractor on the other, shall be exclusively in writing and in the English language.

### Article 5: Supply of Information

- 5.1 As per General Conditions.

### Article 6: Assistance with Local Regulations

- 6.1 As per General Conditions.

Further to the General Conditions, the Contractor is responsible to abide with national law/policies regarding the right of minors to confidentiality and informed consent, and will be taking all necessary measures to ensure that no national, regional or international law is broken in this regard.

### Article 7: Obligations of the Contractor

- 7.12 The Contractor shall, within fifteen (15) calendar days of receipt of the contract, sign and date the contract and return it together with a copy of the Performance Guarantee. The Contractor is further obliged to forward the original performance guarantee to the Contracting Authority. The Contract will not be endorsed by the Contracting Authority until the performance guarantee is submitted. The amount of the guarantee shall be 4%

where the amount of the total contract value is between €10,000 and €500,000 ex VAT, and 10% where the amount of the total contract value is €500,000 or above.

The performance guarantee shall be held against payment to the Contracting Authority for any loss resulting from the Contractor's failure to perform his contractual obligations fully and properly.

- 7.15 The performance Guarantee shall be released within 30 days from settlement of the final Invoice.

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

- 13.3 Not applicable.

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

- 14.1 All deliverables, reports, data and any other supporting material compiled or prepared by the Contractor in the performance of the contract shall be the absolute property of the Contracting Authority. No part of the publications, including the findings, analysis or recommendations that come out of such studies, may be reproduced in any format or by any means without prior consent from the Foundation.

- 14.3 As per General Conditions

### **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**

- 16.4 As per General Conditions.

- 16.5 Further to the provisions of the General Conditions, any equipment which may be deemed necessary by the Contractor for the execution of the contract shall be at the cost of the contractor.

### **Article 18: Execution of the Contract**

- 18.1 The commencement date of the Contract is 2 weeks from the date of award issued by the Contracting Authority.

- 18.2 The Contract shall have a delivery period of **3 months**.

Unless where otherwise stated, Should the period of execution of works be extended for any reason, the period of execution of the present contract shall be extended accordingly. The contractor shall not be entitled to request any additional payment in this respect in a court or tribunal.

### Article 19: Delays in Execution

19.2 As per general conditions.

### Article 20: Amendment of the Contract

20.2 As per General Conditions.

### Article 24: Interim and Final Progress Reports

24.1 Not applicable - No interim and final progress reports are to be provided further to the reports and deliverables outlined in the Terms of Reference.

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

26.1 This is a global-price contract.

The payments that shall be carried out as follows on the presentation of an invoice provided by the supplier, will be made according to the following schedule:

| Narrative                                                                                                                                                                                                | Percentage (%) |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1 <sup>st</sup> Payment<br>upon completion of Activity 1 (minutes of the Kick-off meeting and adoption of methodology) as outlined in Section 4.2 of the Terms of Reference by the Contracting Authority | 10%            |
| 2 <sup>nd</sup> Payment<br>upon approval of Activity 2 (Literature Review & Interview Script) as outlined in Section 4.2 Terms of Reference by the Contracting Authority                                 | 30%            |
| Final Payment<br>upon approval of the Final Cohesive Report as outlined in Section 4.2 of the Terms of Reference by the Contracting Authority                                                            | 60%            |
| <b>TOTAL</b>                                                                                                                                                                                             | <b>100%</b>    |

26.2 As per General Conditions.

## Article 27: Pre-Financing Guarantee

27.2 Not applicable.

## Article 30: Revision of Prices

As per General Conditions

## Article 32: Breach of Contract

Without prejudice to the General Conditions and to Contracting Authority's right to dissolve 'ipso jure' the contract in the case of infringement of any condition thereunder and apart from the deduction established for delay in delivery, any such infringement shall render the contractor, in each case, liable to a deduction by way of damages of 5 per cent of the value of the contract, unless the Contracting Authority elects, with regard to each particular infringement, but not necessarily with regard to all infringements, to claim actual damages incurred.

## Article 39: Further Additional Clauses

### 39.1 Ethics clauses

- 39.1.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his/her candidacy or tender and may result in administrative penalties.
- 39.1.2 Without the Contracting Authority's prior written authorisation, the Contractor and his/her staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or sub-contracting basis, supply other services, carry out works or supply equipment for the project.
- 39.1.3 When putting forward a candidacy or tender, the candidate or tenderer is declaring that he/she is affected by no potential conflict of interest, and that he/she has no particular link with other tenderers or parties involved in the project.
- 39.1.4 The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his/her profession. He/she must refrain from making public statements about the project or services without the Contracting Authority's prior approval. She/he may not commit the Contracting Authority in any way without its prior written consent.
- 39.1.5 For the duration of the contract, the Contractor and his/her staff must respect human rights.
- 39.1.6 The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his/her staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
- 39.1.7 The Contractor and his/her staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor are confidential and remain so even after completion of contract.

- 39.1.8** The contract governs the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 39.1.9** The Contractor shall refrain from any relationship likely to compromise his/her independence or that of his/her staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.
- 39.1.10** The tender(s) concerned will be rejected or the contract terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.
- 39.1.11** The tenderer(s) concerned will be rejected or the contract terminated if it emerges that the award or execution of a contract is carried out, implemented or otherwise fulfilled in any manner which is contrary to Clause 39.1, entitled Ethics Clauses, herein stipulated.
- 39.2 Data Protection and Freedom of Information**
- 39.2.1** Any personal data submitted in the framework of the procurement procedure and/or subsequently included in the contract shall be processed pursuant to the Data Protection Act (2018). It shall be processed solely for the purposes of the performance, management and follow-up of the procurement procedure and/or subsequent contract by the Contracting Authority without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with National and/or Community law.
- 39.2.2** The provisions of this contract are without prejudice to the obligations of the Contracting Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Contracting Authority, prior to disclosure of any information to a third party in relation to any provisions of this contract which have not yet been made public, shall consult the contractor in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the Contracting Authority in terms of the Act.
- 39.3 Gender Equality**
- 39.3.1** In carrying out his/her obligations in pursuance of this contract, the tenderer shall ensure the application of the principles of gender equality and equal opportunities to all and shall thus 'inter alia' refrain from discriminating on the grounds of sex/gender and family responsibilities, sexual orientation, age, religion or belief, racial or ethnic origin, and gender identity, gender expression or sex characteristics in employment; banks and financial institutions, as well as education. All publicity and marketing relating activities are also to be free from stereotypes and any form of discrimination. This will ensure that any publicity and marketing activities are socially inclusive.

## SECTION 4 -TERMS OF REFERENCE (Note 3)

**Note:**

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

### 1. Background Information

#### 1.1 - Beneficiary Country

Malta

#### 1.2 - NGO

Fondazzjoni għall-Opri Soċjali fl-Arcidjocesi ta' Malta

#### 1.3 - Relevant Country Background

Malta's ESF Operational Programme for the 2014-2020 period aims to achieve inclusive growth by fostering an economy which is conducive to economic, social and territorial cohesion. The objective of the Programme, in line with Malta's targets under the Europe 2020 strategy for smart, sustainable and inclusive growth, focuses on employment, social inclusion, education and capacity building. One of the Priority Axis of OP II is ***Towards a more inclusive society (Priority Axis 2)*** for which a specific call was issued targeting NGOs.

Following a thorough selection process, a number of projects were selected to benefit from EU funding. The project that this contract forms part of, ***Empowering Youth in Senglea to build a better society through knowledge, music and volunteering***, is one of the approved projects and will receive support through this grant.

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

This project sheds light on the situation of children and young people between 12 and 19 years old living in Senglea, one of the three cities located in the Cottonera area.

The South Harbour Region (of which Senglea forms part of) registered the highest rate of at-risk-of-poverty or social exclusion, where one in three (33.3%) residents is at risk<sup>1</sup>. In this context, the socio-economic situation of Senglea is particularly worrying. Being the most densely populated town in Europe<sup>2</sup> and the smallest locality in Malta, Senglea is bound to face numerous issues. The most critical data refers to social problems, which has already resulted into numerous negative consequences for its inhabitants, some of which are:

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<sup>1</sup> National Strategy Policy for Poverty Reduction and for Social Inclusion Malta 2014-2024

<sup>2</sup> National Census 2011

- a high number of persons at-risk-of-poverty in the Southern Harbour<sup>3</sup>;
- a high percentage of unemployed or inactive persons in Cottonera<sup>4</sup>;
- the lowest bracket in terms of gross annual basic salary and average household disposable income in the Southern Harbour area<sup>5</sup>; and
- the highest average number of school absences per student in Senglea.<sup>6</sup>

Considering that the causes of poverty and social exclusion among children mainly emanate from the fact that they either belong to large families or single parent households or whose parents are working poor or jobless, unfortunately children and young people living in Senglea, and more in general in the Cottonera area, face high level of poverty and social exclusion.

Currently, Senglea has no local facilities to support and nourish young people, that would offer the possibility to socialise and develop one's skills for enhanced empowerment. When coupled with Senglea's segregation from the Cottonera area, these realities continue to create a feeling of social isolation within Senglea's younger inhabitants, thus creating a chain of effects including depression, academic problems, lack of basic skills, poverty and others.

In this regard, FOSAM has embarked on a project aiming to support the young generation in Senglea as described in Section 4.1 of these Terms of Reference.

## 1.5 - Related Programmes and Donor Activities

This tender is being issued as part of a project which is part-financed by the European Social Fund; Operational Programme II - Investing in human capital to create more opportunities and promote the wellbeing of society - 2014-2020.

## 2. Contract Objectives and Expected Results

### 2.1 - Overall Objectives

A research to assess the social environment of Senglea (and extending to the Cottonera area in general), mostly focusing on vulnerable young people aged between 12 and 19 with the aim to gather a better understanding of the social context and the difficulties that this target group currently faces as well as their interests and needs in terms of education and/or employment.

The results of the contractor will feed into a larger project which aims to develop an educational hub in Senglea, providing second chance opportunities to vulnerable youth, through training in a number of areas and support services targeted towards improving the youth's wellbeing as well as enhancing their social inclusion.

### 2.2 - Specific Objectives

The specific objectives of this contract are as follows:

- attaining a better understanding of the particularities of the area (Senglea and extended areas within Cottonera), assessing what initiatives are currently being done or have been done with/for the community, including the identification of common

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<sup>3</sup> Regional Statistics Malta, 2019, p. 32 (NSO)

<sup>4</sup> National Census 2011

<sup>5</sup> Kottonera Strategy Document, p. 27

<sup>6</sup> Statistics on Pre-Primary, Primary and Secondary Formal Education 2012/2013 - 2016/2017 (NSO)



internationally-found issues and come up with success stories and innovative approaches to help young people integrate into society.

- carry out a needs assessment with young people living in Senglea (including possible extended areas within the Cottonera) and aged between 12 to 19 years which will feed into the training activities and support services.
- present a cohesive report covering the results of the previous objectives together with recommendations on how to best address the identified difficulties.

## 2.3 - Results to be Achieved by the Consultant

The result to be achieved as a result of this contracts is a cohesive report covering:

- assessment of initiatives that are currently being undertaken or have been done within Senglea
- identification of common international issues and success stories and innovative approaches to help young people integrate into society
- the needs assessment undertaken with the youth (age 12 to 19 years)
- recommendations in relation to:
  - the matching of the needs of the individuals with the most suitable available educational courses.
  - the identification of the most appropriate support services to be covered through the ESF project, taking into account the available budget.
  - Recommendations for further actions to be considered to improve the overall wellbeing of the youth in Senglea.

## 3. Assumptions and Risks

### 3.1 - Assumptions Underlying the Project Intervention

- It is assumed that the researcher/s will deliver high quality work which address the requirements of the Terms of Reference.
- It is assumed that the advice, findings, content, analysis and recommendations provided by the researcher/s at any stage of the project will be based on sound knowledge and that the information be substantiated.
- It is assumed that all Covid-19 measures and protocols are adhered to at all times, particularly when the contractor is in contact with the target group and other third parties.
- It is assumed that the participants contacted by the researcher/s will be informed of the aims of this research. It is assumed that the Contractors will liaise continuously with the Foundation and will work in collaboration with the Foundation's Project Leader and contact person(s) employed as part of the project or as otherwise required.
- It is assumed that validity and reliability of the information provided are safeguarded throughout this research. In other words, dependability, consistency and truthfulness are a MUST along all the stages of the research.
- It is assumed that before asking the participants any questions, the researcher will clearly outline the scope of the research and ensure full confidentiality of any information which is to be provided.
- It is assumed that due diligence has been exercised in ensuring that every output/deliverable has been proofread and revised to ensure a coherent and comprehensive use of language, flow of ideas and respective illustrations.
- It is assumed that the researcher/s will print all the material needed for the carrying out of the research.

### 3.2 – Risks

The major risks include but are not limited to:

- Lack of collaboration from the target group and their parent/s
- No consent from the parent/s of the minors that form part of the target group
- Compromising of the privacy of participants and/or ethical standards in any way
- The impact and situation concerning Covid-19, including that of a full or partial lockdown. Depending on how the national situation regarding Covid-19 develops, this may also negatively impact the rate of participation from the target group in the primary research to be conducted.
- Poor representation sample
- Time limits may not be used as a justification for sub-standard work. It is expected that the Contractor has sufficient organisational capacity to handle pressure, maintain high quality work standards and deliver on time.

## 4. Scope of the Work

### 4.1 – General

#### 4.1.1 Project Description

This project is the first activity of a bigger project being implemented by the Fondazzjoni għall-Opri Soċjali fl-Arcidjocesi ta' Malta (referred to as 'The Foundation'). In this larger project, an educational hub especially dedicated to children and young people aged between 12 and 19 years old will be established in Senglea. In this hub, the Foundation and its partners will be organising and providing vocational training opportunities based on the peer-education approach, as well as individual support and guidance to these children and young people. More specifically:

- *An educational hub* will be set up at the Parish office of Senglea, with the aim of creating an inclusive and friendly learning community, as well as a safe meeting space for the local youth. The new educational hub will also be used by social development professionals for the organisation of individual and /or group guidance sessions with children and young people: it is expected that hosting these meetings in a safe and friendly environment will help them to open up and feel more comfortable when speaking about their difficulties.
- *Vocational training programmes*, focusing on artistic and creative skills, will be provided to 40 young people aged between 12 and 19 years living in Senglea and more in general in the Cottonera area. The vocational courses will aim to equip the youth with technical knowledge as well as with social skills that will empower them and improve their chances of successful involvement in the labour market, thus reducing the risk of poverty and social exclusion. The topics of the courses will focus on music, gilding, painting, woodwork and welding. The courses will be fine-tuned to their specific needs and skills. In order to ensure the effectiveness of the educational experience, the targeted participants will be divided in groups according to their interests.
- *Tailor-made individual and/or group guidance* will also be made available to the young people involved in the project in order to ensure that customised support is provided directly to young people and indirectly to their families encountering any sort of social difficulties. The individual and/group sessions are expected to address issues related mostly to education and involvement in the labour market, thus providing educational and employment guidance.

Through the proposed activities, the project will be giving a second chance opportunity to the youth in Senglea to improve their well-being and improve their life chances. This idea was motivated by the numerous social challenges which are present in Senglea and the Cottonera area in general, as described in Section 1.4 of the Terms of Reference.

To be able to design and carry out an effective programme of training and guidance as explained above, the Foundation needs to assess the area's (Senglea and more in general Cottonera) social environment, focusing on the target group comprised of young people aged

between 12 and 19. This assessment will be done through a research, which is the subject of this tender. This research project consists of 3 main activities:

- (i) Research Study
- (ii) Needs Assessment (Young People)
- (iii) Compilation of a cohesive report

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

Cottonera (focusing mainly on Senglea), Malta

#### 4.1.3 *Target Groups*

Children and young people aged between 12-19 years old living in Senglea (including possible extended areas within the Cottonera)

## 4.2 - Specific Activities

The specific activities of this tender are:

- (i) Research - This first part of the research aims at attaining a better understanding of the particularities of the area, assessing what initiatives are currently being done or have been done with/for the community. Moreover, it will identify common issues found internationally and come up with success stories and innovative approaches to help young people integrate into society.
- (ii) Needs Assessment (Young People) - The needs assessment will be carried out through the design and distribution of questionnaires to young people to be filled in during circa 40 individual interviews with each young person living in Senglea and aged between the selected age bracket. This activity will help in the creation of the groups for each training being proposed in the most adequate way, also addressing the individual social and educational needs, as well as to identify the most suitable support services to propose to young people being at risk of exclusion and poverty.
- (iii) Draft of a Cohesive Report - The document will bring together the desk research and the needs assessment undertaken under the preceding two activities and will include analysis and recommendations on how to best address the identified difficulties.

To execute the above activities the following activities are envisaged:

#### **Activity 1: KICK-OFF MEETING AND ADOPTION OF METHODOLOGY**

Following the award, a kick-off meeting will be held between the contractor and the contracting authority to:

- Discuss the proposed methodology and present an updated methodology within 1 week from the kick-off meeting. The final methodology must clearly include, amongst other elements, potential limitations of the methodology and the study. These limitations have to be clearly justified and must be supported mitigation measures to address such limitations, as much as possible.
- Discuss the proposed report structure and approval of a draft structure which might need to evolve and be adapted during the course of implementation of the research. This will set clear expectations on the kind of information that will be presented in the final technical report.

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## **Activity 2: LITERATURE REVIEW & INTERVIEW SCRIPT**

In the second activity, the tenderer is to provide:

### *a. Literature review*

The contractor is to provide a literature review of minimum ten (10) pages (The font has to be Times New Roman size 12 with 1.5 line spacing on A4 size paper, or as otherwise indicated). The aim of this literature review is to develop a clear understanding of the social environment and context of the Cottonera area, focusing primarily on Senglea. The researcher needs to make reference to the various issues mentioned in Section 1.4 of this Terms of Reference, and a multitude of other social issues that form the realities of the Senglea community. Special focus is to be given to the realities of children and young people aged 12-19 years old who live in these areas. Throughout the literature review, the researcher needs to take into account the latest relevant studies and statistics, and clearly indicate documents used and referred to in the compilation of the research.

The research must identify common issues internationally and come up with success stories and innovative approaches to help young people integrate into society.

The results of the desk research (especially in relation to international best practices/success stories) should guide the preparation of the interview script.

This literature review is to be carried out and delivered to the Contracting Authority within **three (3) weeks** of commencement date for feedback.

### *b. Interview Questions*

Before starting the needs assessment, the contractor shall first draft the interview questions addressed to target group. This will be subject to the approval of the Contracting Authority.

The questions need to be formulated in a way that engages with the interviewees about the realities of their social lives, the difficulties these people currently face as well as their interests and needs in terms of education and/or employment. In this respect, the findings of the literature review will be helpful in determining what questions and issues should be raised with the participants. In this way, the results of the interviews will be complimentary to the literature review, and at the same time seek to find answers that are not currently available through desk research.

Moreover, questions shall be drafted in both the Maltese and English languages, and designed in a way that they could be asked either face-to-face (in person) or via telephone.

This interview questions are to be presented in draft format to the Contracting Authority for feedback within **ten (10) days** from the stipulated submission date of the literature review.

### *c. Establish eligibility and selection criteria*

The Contractor is expected to propose eligibility and selection criteria for the target group to participate in the study and eventually in the activities of the project. These will be subject to the approval of the Contracting Authority.

It is important to note that at least 75% of the targeted participants must be living specifically in Senglea, whilst the other may hail from the Cottonera area. This must be factored in the eligibility/ selection criteria set.

This eligibility and selection criteria are to be presented in draft format to the Contracting Authority for feedback within **ten (10) days** of the approval of the methodology by the contracting authority.

### *d. Draft consent forms*

Due to the fact that Activity 3 below involves the engagement, communication with, and storage of sensitive information of minors (the Maltese Civil Code defines the minor as any

person who has not yet attained the age of eighteen years), the Contractor will be obliged to obtain consent from the minors' parents or legal guardians before carrying out the interview. In this regard, the Contractor must draft a consent form (both in the Maltese and English languages), which then needs to be signed by the research participant and in the case of minors, by the parents/guardian. The consent form is subject to the approval of the Contracting Authority.

The contractor is to submit the draft consent forms within **ten (10) days** of the approval of the methodology by the contracting authority.

### **Activity 3: QUALITATIVE ANALYSIS**

- The qualitative analysis must be carried out through face-to-face interviews with at least forty (40) individuals aged 12-19 years old identified through the eligibility / selection criteria set in Step 2.
- The contractor is responsible for publishing a call for participants, stating the approved eligibility / selection criteria.
- The contractor is responsible for carrying out the selection process for all participants of this study, based on the approved eligibility / selection criteria. The selection process can be initiated following the endorsement of the consent forms and the eligibility / selection criteria by the Contracting Authority.
- Interviews are to be help in person (face-to-face interviews). Should this not be permissible due to Covid-19 pandemic restrictions, the contractor should then conduct interviews via video calls. Telephone interviews should only be opted for if the participant does not have the necessary facilities to carry out a video call.
- From the interviews, the researcher needs to assess each participant's social reality, including but not limited to his/her family, educational background, needs, social and psychological issues, way of life, motivations and interests.
- The information gathered through this step should feed into the creation of the groups for each training being proposed in the project (as described in section 4.1.1 of these ToRs) in the most adequate way, also addressing the individual social and educational needs, as well as to identify the most suitable support services to propose to the identified target group.

In the case of minors, before starting an interview, the researcher needs to obtain consent from the interviewee's parents or legal guardians. Only the consent forms approved as part of Activity 2 above are to be used. Consent forms are to be signed by both parents or legal guardians, and can only be signed by one parent or legal guardian instead of two, when the sole parent/legal guardian is able to provide proof of sole care and custody. Such proof is to be made available to the contracting authority upon request.

Prior to the implementation of the research study, a Gender Impact Assessment (GIA) should be developed, which takes into consideration the position of all genders prior to the start of training by the foundation. This concise assessment should also question 'If the training is not implemented, what will the situation of men and women be?' and 'What is the potential impact of the training on men and women in particular groups (such as, according to various age groups or ethnic group)?' More information on the implementation of a GIA can be found here: [https://ncpe.gov.mt/en/Documents/Projects\\_and\\_Specific\\_Initiatives/Gender\\_Mainstreaming\\_in\\_Practise/gmip\\_step\\_by\\_step.pdf](https://ncpe.gov.mt/en/Documents/Projects_and_Specific_Initiatives/Gender_Mainstreaming_in_Practise/gmip_step_by_step.pdf). The contents of the GIA will also be discussed in the Kick-off meeting.

The contractor is free to choose the place for conducting the face-to-face interviews, while keeping in mind the need to keep full confidentiality throughout the exercise. As stated in Section 4.3.3 below, the contracting authority are offering their own premises as a location free of charge to the contractor, for the sole purpose to conduct face-to-face interviews with the participants. In the case of minors (children aged 12-17 years), parent/s are allowed to be present during the interview. Furthermore:

- The results of the analysis carried out will be sex disaggregated
- The Foundation will select the participants on the basis of the agreed eligibility and selection criteria.

The field research is to be undertaken within **5 weeks** following the endorsement of the interview questions and the selection of participants based on the approved eligibility / selection criteria.

#### **Activity 4: FINAL COHESIVE REPORT & PRESENTATION**

##### *a. Final Cohesive Report*

At the end of the project, the Contractor must prepare a detailed cohesive report summing up all the activities carried out. This should be submitted to the Contracting Authority within **10 weeks** from the commencement date. The Contracting Authority will review the above-mentioned document and provide feedback to the Contractor. The Contractor is requested to provide the updated report by not later than **four (4) calendar days** from the receipt of the last reviewed document.

The report is to be presented in line with the report structure as agreed with the Contracting Authority.

*In terms of conclusions and recommendations:* On the basis of the findings of the desk and qualitative research, the contractor is to draw a brief conclusion about the current social situation in Senglea and the Cottonera area in general, focusing on the social realities, issues, needs and interests of the target group. This will feed into a section dedicated to recommendations, in which the contractor is to provide a set of recommendations on how to best assign individuals to the different training programmes available and provide recommendations for the most apt support services to be provided through the ESF project, taking into account the parameters set, such as the budget.

Finally, the recommendations section should not only highlight the key areas where further research is needed, but also identify key areas where further action is needed.

The Contractor is to ensure that in any report/deliverable submitted, it is to observe the latest visibility guidelines concerning acknowledgement of EU financing of the project. All reports/deliverables referred to above must be written in English (the interview script should also be drafted in Maltese). The Contractor is to submit one soft copy and one hard copy for each report/deliverable.

##### *b. Presentation of findings*

In addition to the final technical report, the Contractor may also be requested to present the findings in a presentation to the Contractor and other stakeholders.

### **4.3 - Project Management**

#### **4.3.1 Responsible Body**

Fondazzjoni għall-Opri Soċjali fl-Arcidjocesi ta' Malta

#### **4.3.2 Management Structure**

The Contractor's point of reference for any issues pertaining to the implementation of the Contract is the Contracting Authority.

#### **4.3.3 Facilities to be provided by the contracting authority and/or other parties**

The contracting authority are offering the availability of their premises in '27, Triq San Lawrenz, Senglea' free of charge to the contractor for the sole purpose of conducting face-to-face interviews with the research participants. To request the use of these premises, the contractor would need prior permission from the Contracting Authority and/or the project leader.



Other than that, the necessary office space and facilities, including access to printers, fax, photocopiers and telephone facilities, other IT equipment must be provided by the Contractor chosen to perform the duties required by this document.

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.

## **5. Logistics and Timing**

### **5.1 – Location**

Contractor's premises, and qualitative research to be conducted in Senglea and the Cottonera area in general.

As per Section 4.3.3 of these *Terms of Reference*.

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

Article 18.1 of the Special Conditions determines the actual commencement date and period of execution.

## **6. Requirements**

### **6.1 – Personnel**

#### **6.1.1 Minimum requirements for Tender's Key Expert**

The Contractor, whether a natural person, or a legal entity, is to assign two (2) Key Experts. A Key Expert cannot be in more than 1 role for the scope of this project:

##### Key Expert 1: Project Manager and Lead Expert

Key Expert 1 shall possess the educational qualifications as outlined hereunder:

Minimum qualifications required:

- A recognised PHD at MQF level 8 qualification or equivalent in: Social Policy and Social Work; Social Sciences; Social Studies; Social Wellbeing; Personal and Social Development; Community Studies; Sociology; Family Studies; or an equivalent comparable professional qualification;
- Have excellent written and spoken skills in English and Maltese;

##### Key Expert 2: Research Coordinator

Key Expert 2 shall possess the educational qualifications as outlined hereunder:

Minimum qualifications required:

- A recognized Bachelor's qualification at MQF Level 6 qualification or equivalent in: Anthropology; Sociology; Public Policy; Youth and Community Studies; Personal and Social Development; Social Policy and Social Work, Psychology; Family Studies; or an equivalent comparable professional qualification;
- Have excellent written and spoken skills in English and Maltese.

The qualifications of the proposed experts must be recognised by the Malta Qualifications Recognition Information Centre (MQRIC) which is the competent body within the National Commission for Further and Higher Education (NCFHE) that recognises qualifications against the Malta Qualifications Framework (MQF). The Evaluation Committee reserves the right to request an official document proving the MQRIC equivalence of the proposed expert's qualifications at

evaluation stage. Failure to provide such proof within the stipulated timeframe will result in the submitted tender not being considered further.

The **Key Experts Form**, the **Statement of Exclusivity and Availability Form**, the **Self-declaration form for the Key Expert**, the **Key Experts' CVs** and the **proof of qualifications** are to be submitted at Tendering submission stage. The Self-declaration form for Key Experts (relating to public employees) is also to be provided, where applicable.

#### 6.1.3 *Support Staff and Backstopping*

All support staff and backstopping costs should be included in the total fixed rate proposed by the Contractor.

### 6.2 – Accommodation

No office space will be provided by the Contracting Authority and thus the costs of the office accommodation are to be covered by the Contractor in the global price provided for this contract.

### 6.3 - Facilities to be provided by the Contractor

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

If the Contractor is a consortium, the arrangements should allow for the maximum flexibility in project implementation. Arrangements offering each consortium partner a fixed percentage of the work to be undertaken under the contract should be avoided.

### 6.4 – Equipment

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

## 7. Reports

### 7.1 - Reporting Requirements

*(Please refer/peg to Article 26 of the Special/General Conditions)*

*No interim or final progress reports are envisaged during the period of execution of the contract.* There is however, a number of deliverables that must be submitted during the timeframes as stated in the ToRs.

The final deliverable on this tender is a Cohesive Report bringing together the desk research and the needs assessment undertaken under the preceding two activities and will include analysis and recommendation on how to best address the identified difficulties.

Note:



- All reports must be sufficiently detailed and must demonstrate a clear link between the activities carried out and the contract obligations.
- All deliverables must be delivered within time periods as agreed at the time. Failure to do so may lead to the exercise of penalties as stipulated in the Special Conditions.
- All deliverables will be reviewed by the Contracting Authority and the Contractor may be asked to clarify queries or amend report as necessary. The Contractor will then be obliged to provide the requested replies/amendments by not later than three (3) calendar days from the receipt of the last reviewed document.
- All reports are to be presented in soft copy in both Microsoft Office Word and PDF format. This will allow the contracting authority to edit the report as well as request changes, and provide comments and recommendations which would be embedded in the report itself.

## 7.2 - Submission & approval of progress reports

Not applicable.

## 8. Monitoring and Evaluation

### 8.1 - Definition of Indicators

Specific performance measures chosen because they provide valid, useful, practical and comparable measures of progress towards achieving expected results. Can be quantitative: measures of quantity, including statistical statements; or qualitative: judgements and perception derived from subjective analysis.

### 8.2 - Special Requirements

N/A

## **SECTION 5 - SUPPLEMENTARY DOCUMENTATION**

### ***5.1 - Draft Contract Form***

### ***5.2 - Glossary***

### ***5.3 - Specimen Performance Guarantee***

### ***5.4 - General Conditions of Contract***

The full set of General Conditions for Services Contracts (version 4.1) 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.

It is important to note that since this tender is being issued by an NGO, any reference to the Central Government Authority and the Department of Contracts within the General Conditions, should be read as the Contracting Authority.

### ***4.8 - General Rules Governing Tendering for NGOs***

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)).