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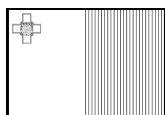
Tender Reference: DT-NCPE/04/2011

EXTERNAL EXPERTISE SERVICES TENDER

Date Published: April 15 2011

Closing Date: May 6 2011 at Noon CET

This Tender is free of charge



This project is supported by the European Union Programme
for Employment and Social Solidarity
PROGRESS (2007-2013)



IMPORTANT:

- No Bid Bond is requested for this tender

Clarifications shall be uploaded and will be available to view/download from www.equality.gov.mt

The information contained in this Tender Document does not necessarily reflect the opinion or the position of the European Commission. This tender reflects the author's view, and the Commission is not liable for any use that may be made of the information contained therein.

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# VOLUME 1 SECTION 1 - INSTRUCTIONS TO TENDERERS

## A. GENERAL PART

### 1. General Instructions

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

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

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

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

- 1.2 This is a call for tenders for the provision of External Expertise Services for the Project VS/2010/0819 - '*Gender Mainstreaming - in Practice*'
- 1.4 The tenderer will bear all costs associated with the preparation and submission of the tender. The Contracting Authority will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.
- 1.5 The Contracting Authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

### 2. Timetable

|                                                                                                                    | DATE                    | TIME*             |
|--------------------------------------------------------------------------------------------------------------------|-------------------------|-------------------|
| Clarification Meeting<br>(Refer to Clause 9.1)                                                                     | Wednesday April 27 2011 | 2:30pm            |
| Deadline for request for any additional information from the Contracting Authority                                 | Friday April 29 2011    | 5:00pm            |
| Last date on which additional information are issued by the Contracting Authority                                  | Tuesday May 3 2011      | 5:00pm            |
| Deadline for submission of tenders & Tender Opening Session<br>(unless otherwise modified in terms of Clause 11.3) | Friday May 6 2011       | 12:00pm<br>(noon) |

\* All times Central European Time (CET)

### 3. Lots

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

### 4. Financing

- 4.1 This project is supported by the European Union, in accordance with the rules of the European Union Programme for Employment and Social Solidarity - PROGRESS (2007-2013).

## 5. Eligibility

- 5.1 Participation in tendering is open on equal terms to all natural and legal persons of the Member States of the European Union, the beneficiary country, any other country in accordance with Regulation 76 of the Public Procurement Regulations.
- 5.2 Natural persons, companies or undertakings who fall under any of the conditions set out in Regulation 50 of the Public Procurement Regulations, 2010 (Legal Notice 296 of 2010) may be excluded from participation in and the award of contracts. Tenderers or candidates who have been guilty of making false declarations will also incur financial penalties representing 10% of the total value of the contract being awarded.
- 5.3 Tenders submitted by companies forming a joint venture/consortium must also fulfil the following requirements:
- One partner must be appointed lead partner and that appointment confirmed by submission of powers of attorney signed by legally empowered signatories representing all the individual partners. The tender must include a preliminary agreement or letter of intent stating that all partners assume joint and several liability for the execution of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, all partners, individually and collectively.
  - All partners in the joint venture/consortium are bound to remain in the joint venture/consortium until the conclusion of the contracting procedure. The consortium/joint venture winning this contract must include the same partners for the whole performance period of the contract other than as may be permitted or required by law.
- 5.4 All materials, equipment and services to be supplied under the contract must originate in an eligible country. For these purposes, "origin" means the place where the materials and/or equipment are mined, grown, produced or manufactured and/or from which services are provided.

## 6. Selection Criteria

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

**In the case of a joint venture, the joint venture as a whole must satisfy the minimum qualifications required below.**

- 6.1.1 No evidence of economic and financial standing is required.
- 6.1.2 Information about the tenderer's technical capacity.

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

This information must be reflected in the forms in Volume 1, Section 3 of the tender documents and include:

- The external expert must be an EU National who:
  - Has worked on project/activities in EU member state/s OR has worked on project/activities for an EU member state based company, organisation or other entity.
  - AND has (as shown through his/her profile and CV) gathered significant

knowledge and experience relating to gender mainstreaming in EU member states. (Individuals having performed work on Maltese projects or projects relating specifically to Malta are not eligible)

- The external expert must also provide:
  - Evidence of 5 years experienceAnd
  - Evidence of relevant experience in carrying out services of a similar nature over the past five (5) years including the nature and value, as well as contracts in hand and contractually committed.
    - The minimum number of projects of a similar scope/nature completed by the Key Expert in the last five (5) years must be at least two (2) in number. Such projects must have taken place in an EU member state or for an EU member state based company, organisation or other entity. (Individuals having performed work on Maltese projects or projects relating specifically to Malta are not eligible)
    - In so listing the end clients, the tenderer is giving his consent to the Evaluation Committee, so that the latter may, if it deems necessary, contact the relevant clients, with a view to obtain from them an opinion on the works provided to them, by the tenderer.
- A list of the key expert and other staff proposed (if applicable) for the execution of the contract.
- Signed Declaration of Exclusivity and Availability by the Key Expert and the Key Expert's CV must be submitted at tender submission stage.

#### 6.1.2.1 Key Expert

- The expert who has a crucial role in implementing the contract is referred to as the *Key Expert*. The Key Expert is responsible for liaising with the Contracting Authority and overseeing the implementation of the services provided: s/he is the person representing the bidder and is responsible for coordinating the services provided as agreed with NCPE.
- This person must possess the relevant academic and / or professional requirements (stipulated below) and must be able to deliver within the stipulated deadlines. The key expert's education and / or professional qualifications are considered as minimum selection criteria for any bid to be considered.
- The profile of the key expert must be clearly submitted by the bidder/s along with the proposal for every activity within this term of reference.

A *Curriculum Vitae* and 1 (one) reference letter <sup>1</sup> must be handed in together with the bid.

#### Qualifications and Experience required for the Key Expert:

Qualifications and Skills: Minimum of a Masters' Degree or equivalent in a social science, law or any related area.

Experience: - At least five (5) years experience in consultancy / training on projects related to gender equality and / or gender mainstreaming; and  
- In-depth knowledge and experience of gender equality and gender mainstreaming in the EU Context. This should include a thorough knowledge and experience of gender mainstreaming methods and their effective implementation, gender impact assessment tools, as well as good practices and procedures of gender mainstreaming that are followed in other EU member States; and

<sup>1</sup> Reference letter/s need to be relevant and need to have specified the tasks carried out, and if necessary as part of the bid the bidder should explain how such work is relevant to responsibilities listed in this tender.

## 7. Only One Tender Per Tenderer

- 7.1 Submission or participation by a tenderer in more than one tender for a contract will result in the disqualification of all those tenders for that contract in which the party is involved.
- 7.2 A company may not tender for a given contract both individually and as a partner in a joint venture/consortium.
- 7.3 A company may not tender for a given contract both individually/partner in a joint venture/consortium, and at the same time be nominated as a sub-contractor by any another tenderer, or joint venture/consortium.
- 7.4 A company may act as a sub-contractor for any number of tenderers, and joint ventures/consortia, provided that it does not participate individually or as part of a joint venture/consortium, and that the nominations do not lead to a conflict of interest, collusion, or improper practice.

## 8. Tender Expenses

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

## 9. Clarification Meeting

- 9.1 A clarification meeting/site visit will be held on the date and time indicated in Clause 2, at: **National Commission for the Promotion of Equality (NCPE), Gattard House, National Road, Blata l-Bajda HMR 9010, Malta** to answer any questions on the tender document which have been forwarded in writing (including emails), or are raised during the same meeting. Minutes will be taken during the meeting, and these (together with any clarifications in response to written requests which are not addressed during the meeting) shall be posted online as a clarification note as per Clause 11.2 and sent via e-mail to all bidders having attended the meeting or having registered an interest with NCPE by sending an e-mail to [equality@gov.mt](mailto:equality@gov.mt).

This does not prevent the contracting authority from replying to clarifications sent in writing prior to the date of the meeting. All such written responses shall be forwarded via e-mail to all parties who would have registered an interest in the tender and shall be posted online as a clarification note as per Clause 11.2. Further clarifications may be sent post the clarification meeting and will be answered by no later than the date stipulated under Clause 2.

Meetings by individual prospective tenderers during the tender period other than this meeting for all prospective tenderers cannot be permitted.

## B. TENDER DOCUMENTS

### 10. Content of Tender Document

- 10.1 The set of tender documents comprises the following documents and should be read in conjunction with any clarification notes issued in accordance with Clause 24:
- |          |                                                                                                                                                                                                                                         |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Volume 1 | Instructions to Tenderers                                                                                                                                                                                                               |
| Volume 2 | <ul style="list-style-type: none"><li>• Draft Contract</li><li>• General Conditions (available online from <a href="http://www.contracts.gov.mt/conditions">www.contracts.gov.mt/conditions</a>)</li><li>• Special Conditions</li></ul> |
| Volume 3 | Terms of Reference                                                                                                                                                                                                                      |
| Volume 4 | Model Financial Bid                                                                                                                                                                                                                     |
| Volume 5 | Other Documents                                                                                                                                                                                                                         |



- 10.2 Tenderers bear sole liability for examining with appropriate care the tender documents, including those design documents available for inspection, and any clarification notes to the tender documents issued during the tendering period, and for obtaining reliable information with respect to conditions and obligations that may in any way affect the amount or nature of the tender or the execution of the works. In the event that the tenderer is successful, no claim for alteration of the tender amount will be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.
- 10.3 The tenderer must provide all documents required by the provisions of the tender document. All such documents, without exception, must comply strictly with these conditions and provisions and contain no alterations made by the tenderer.

## **11. Explanations/Clarification Notes Concerning Tender Documents**

- 11.1 Tenderers may submit questions in writing to the Contracting Authority through:
- sending an email to [equality@gov.mt](mailto:equality@gov.mt)
  - fax number +356 2590 3851

up to 8 calendar days (closing date included) before the deadline for submission of tenders. The Contracting Authority must reply to all tenderers' questions, and amend the tender documents by publishing clarification notes or corrigenda, up to at least 6 calendar days before the deadline for submission of tenders.

- 11.2 Questions and answers, and alterations to the tender document will be published as a clarification note or corrigendum respectively, on the website of the National Commission for the Promotion of Equality ([www.equality.gov.mt](http://www.equality.gov.mt)) within the relevant project's space in the 'Public Tenders' Section in the 'Projects' page. They shall also be sent via e-mail to all those who would have registered an interest in the tender. Clarification notes will constitute an integral part of the tender documentation, and it is the responsibility of tenderers to visit this website and be aware of the latest information published online prior to submitting their Tender.
- 11.3 The Contracting Authority may, at its own discretion, as necessary and in accordance with Clause 24, extend the deadline for submission of tenders to give tenderers sufficient time to take clarification notes into account when preparing their tenders.

## **12. Labour Law**

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

## **13. Law**

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

## **C. TENDER PREPARATION**

### **14. Language of Tenders**

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

### **15. Presentation of Tenders**

- 15.1 Tenders must satisfy the following conditions:
- (a) All tenders must be submitted in one original, clearly marked "original", and one identical copy (including all documentation as in the original) signed in the same way

- as the original and clearly marked “copy”.
- (b) Both documents are to be separately sealed and placed in another sealed envelope/package so that the bid can be identified as one tender submission. Following the tender opening session, the copy shall be kept, unopened, at the National Commission for the Promotion of Equality (NCPE), for verification purposes only should the need arise.
  - (c) All tenders must be received by date and time indicated in the timetable in Clause 2 and delivered by hand or via registered post (to be received by no later than the same deadline) to the National Commission for the Promotion of Equality (NCPE), Gattard House, National Road, Blata l-Bajda Hamrun 9010, Malta.
  - (d) All package, as per (b) above, must bear only:
    - (i) the above address;
    - (ii) the reference of the invitation to tender concerned;
    - (iii) the name of the tenderer.

## 16. Content of Tender (Single-Envelope System)

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

- (a) *General/Administrative Information*<sup>(Note 1)</sup>
  - (i) Statement on Conditions of Employment (Volume 1, Section 3)

*Selection Criteria*
- (b) *Financial and Economic Standing*<sup>(Note 1)</sup>
  - (i) (No Evidence of economic and financial standing is required)
- (c) *Technical Capacity*<sup>(Note 2)</sup>
  - (i) Experience as Contractor (Volume 1, Section 3)
  - (ii) Personnel (Key Experts) to be employed on contract (Volume 1, Section 3)
- (d) *Evaluation Criteria/Technical Specifications*<sup>(Note 2)</sup>
  - (i) Tenderer’s Technical Offer in response to specifications/Terms of Reference (Volume 3)
    - Rationale
    - Strategy
    - Timetable of Activities
  - (ii) List of documents (Volume 1, Section 3)
- (e) *Financial Offer*<sup>(Note 2)</sup>
  - (i) The Tender Form in accordance with the form provided in Volume 1, Section 2; a separate Tender Form is to be submitted for each option tendered, each form clearly marked ‘Option 1’, ‘Option 2’ etc.;

### Notes to Clause 16.1:

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

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

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

## 17. Tender Prices

- 17.1 The tender price must cover the whole of the works as described in the tender documents.
- 17.2 The tenderer must provide the overall price in Euro (€).
- 17.3 Tenderers must quote all components of the price inclusive of taxes, customs and import duties, and any discounts. Except as may otherwise be provided for in the contract, no payment will be made for items which have not been costed.
- 17.4 If the tenderer offers a discount, the discount must be absorbed in the rates of the Bill of Quantities/Financial Statement.
- 17.5 The prices for the contract must include all of the works to be provided. The prices quoted are fixed and not subject to revision or escalation in costs, unless otherwise provided for in the Special Conditions.
- 17.6 The budget available for this tender is **€18,634.80** excluding VAT

## **18. Currencies of Tender and Payments**

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

## **19. Period of Validity of Tenders**

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

## **20. Tender Guarantee (Bid Bond)**

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

## **21. Variant Solutions**

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

## **22. Preparation and Signing of Tenders**

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

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

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

## **D. SUBMISSION OF TENDERS**

### **23. Sealing and Marking of Tenders**

- 23.1 The tenders must be submitted in English and deposited or received by registered post to the National Commission for the Promotion of Equality (NCPE) **before** the deadline specified in Clause 2 or as otherwise specified in accordance with Clause 11.1 and/or 24.1. They must be submitted:

EITHER by recorded delivery (official postal/courier service) or hand delivered to:

**National Commission for the Promotion of Equality  
Gattard House  
National Road  
Blata l-Bajda HMR 9010  
Malta**

Tenders submitted by any other means will not be considered.

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

### **24. Extension of Deadline for Submission of Tenders**

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

### **25. Late Tenders**

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

### **26. Alterations and Withdrawal of Tenders**

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

## **E. OPENING AND EVALUATION OF OFFERS**

## **27. Opening of Tenders**

- 27.1 Tenders will be opened in public session on the date and time indicated in the timetable at Clause 2 (or as otherwise specified in accordance with Clause 11.1 and/or 24.1) at the National Commission for the Promotion of Equality, Gattard House, National Road, Blata l-Bajda HMR 9010. A 'Summary of Tenders Received' will be drawn up and published on the notice board at the respective department and shall be also available to view on the Commission's website, [www.equality.gov.mt](http://www.equality.gov.mt).
- 27.2 At the tender opening, the tenderers' names, the tender prices, written notification of alterations and withdrawals, the presence of the requisite tender guarantee and any other information the Contracting Authority may consider appropriate will be published.
- 27.3 Envelopes marked "withdrawal" will be read out first and returned to the tenderer.
- 27.4 Reductions or alterations to tender prices made by tenderers after submission will not be taken into consideration during the analysis and evaluation of tenders.

## **28. Secrecy of the Procedure**

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

## **29. Clarification of Tenders**

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

## **30. Tender Evaluation Process**

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

### **30.2 Part 1: Administrative Compliance**

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

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

### **30.3 Part 2: Eligibility and Selection Compliance**

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

(i) *Eligibility Criteria*

- Tender Form (Volume 1, Section 2)

(ii) *Selection Criteria*

- Evidence of technical capacity (sub-Clause 6.1.2)

30.4 **Part 3: Technical Compliance**

At this step of the evaluation process, the Evaluation Committee will analyse the administratively-compliant tenders' technical conformity in relation to the Terms of Reference (Volume 3, and the documentation requested by the Contracting Authority as per sub-Clause 16(d)).

Tenders who are deemed to be provisionally technically compliant through the evaluation of their technical offer (especially the specifications) shall be requested to submit samples and/or CVs of other experts and Declarations of Exclusivity and Availability so that the Evaluation Committee will corroborate the technical compliance of the offers received.

When evaluating technical offers, each evaluator awards each offer a score out of a maximum 100 points in accordance with the technical criteria and any sub-criteria as outlined below. The aggregate final score is arrived at by calculating the arithmetical average of the individual final score of each evaluator.

**Evaluation Grid**

| Criterion                                                                            | Maximum Score Possible |
|--------------------------------------------------------------------------------------|------------------------|
| <b>1. Rationale</b>                                                                  |                        |
| Degree of Understanding                                                              | /15                    |
| Ownership: opinion on the key issues                                                 | /10                    |
| Assessment of work: risks, assumptions and limitations                               | /5                     |
| <b>Sub-Total (Rationale)</b>                                                         | <b>/30</b>             |
| <b>2. Strategy</b>                                                                   |                        |
| <u>Methodology</u> : Meeting the Scope                                               | /15                    |
| <u>Methodology</u> : Scientific background and justification to methodology proposed | /10                    |
| <u>Methodology</u> : Feasibility                                                     | /10                    |
| Measures taken and considerations made to ensure equal opportunities                 | /10                    |
| Measures taken and considerations made to protect the environment                    | /5                     |
| <b>Sub-Total (Strategy)</b>                                                          | <b>/50</b>             |
| <b>3. Timetable of Activities</b>                                                    |                        |
| Coordination and Organisation of work                                                | /10                    |

|                                            |             |
|--------------------------------------------|-------------|
| Reasonableness of timeframes proposed      | /10         |
| <b>Sub-Total (Timetable of Activities)</b> | <b>/20</b>  |
|                                            |             |
| <b>TOTAL POINTS AWARDED</b>                | <b>/100</b> |

Only tenders with average scores of at least 70 points will qualify for the financial evaluation.

Out of the tenders reaching this minimum threshold, the best technical offer is awarded 100 points. The others receive points calculated using the following formula:

$$\text{Technical score} = \frac{\text{final score of the technical offer in question} \times 100}{\text{final score of the best technical offer}}$$

### 30.5 Part 4. Financial Evaluation

The financial offers for tenders which were not eliminated during the technical evaluation (i.e., those which have achieved an average score of 70 points or more) will be evaluated.

The Evaluation Committee will check that the financial offers contain no arithmetical errors as outlined in Clause 31.

The tender with the lowest financial offer receives 100 points. The others are awarded points by means of the following formula:

$$\text{Financial score} = \frac{\text{lowest financial offer}}{\text{financial offer of the tender being considered}} \times 100$$

## 31. Correction of Arithmetical Errors

31.1 Admissible tenders will be checked for arithmetical errors by the Evaluation Committee. Errors will be corrected as follows:

- (a) where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;
- (b) where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will prevail.

31.2 The amount stated in the tender will be adjusted by the Evaluation Committee in the event of error, and the tenderer will be bound by that adjusted amount. In this regard, the Evaluation Committee shall seek the prior approval of the Departmental Contracts Committee to communicate the revised price to the tenderer. If the tenderer does not accept the adjustment, his tender will be rejected and his tender guarantee forfeited.

31.3 When analysing the tender, the evaluation committee will determine the final tender price after adjusting it on the basis of Clause 31.1.

## F. CONTRACT AWARD

### 32. Criteria for Award

32.1 The quality of 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 (Article 30.4). 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 Most Economically Advantageous Tender (MEAT) is established by weighing technical quality against price on an 80/20 basis respectively. This is done by multiplying:

- the technical scores awarded to the offers by 0.80
- the financial scores awarded to the offers by 0.20

### **33. Right of the Contracting Authority to accept or reject any Tender**

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

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

### **34. Notification of Award, Contract Clarifications**

- 34.1 Prior to the expiration of the period of validity of tenders, the Contracting Authority will notify the successful tenderer, in writing, that his tender has been recommended for award by the Departmental Contracts Committee, pending any appeal being lodged in terms of Part II section 21 of the Public Procurement Regulations (being reproduced in Volume 1, Section 5).
- 34.2 Unsuccessful bidders shall be notified with the outcome of the evaluation process, and will be provided the following information:
- (i) the criteria for award;
  - (ii) the name of the successful tenderer;
  - (iii) the recommended price of the successful bidder;
  - (iv) the score obtained by the unsuccessful bidder, and the score of the successful bidder;
  - (v) the deadline for filing a notice of objection (appeal);
  - (vi) the deposit required if lodging an appeal.
- 34.3 The recommendations shall be published on the Notice Board of the National Commission for the Promotion of Equality (NCPE) and published online on the NCPE's website, [www.equality.gov.mt](http://www.equality.gov.mt)

### **35. Contract Signing and Performance Guarantee**

- 35.1 After the lapse of the appeals period, and pending that no objections have been received and/or upheld (if applicable), the successful tenderer may be invited to clarify certain contractual questions raised therein. Such clarification will be confined to issues that had no direct bearing on the choice of the successful tender. The outcome of any such clarifications will be set out in a Memorandum of Understanding, to be signed by both parties and incorporated into the contract.
- 35.2 Within 15 calendar days of receiving the contract (against acknowledgment of receipt) from the Contracting Authority, the successful tenderer will sign and date the contract and return it to the Contracting Authority with the Financial Identification Form (if applicable). On signing of the contract by the Contracting Authority, the successful tenderer will become the Contractor and the contract will enter into force.
- 35.3 Before the Contracting Authority signs the contract with the successful tenderer, the



successful tenderer may be requested to provide the documentary proof or statements required to show that it does not fall into any of the exclusion situations listed in Clause 7 of the Tender Form (Volume 1, Section 2). The above mentioned documents must be submitted by every member of a Joint Venture/Consortium (if applicable).

- 35.4 If the selected tenderer fails to sign and return the contract, other required documentation, and any guarantees required within the prescribed 15 calendar days, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's right to seize the guarantee (if applicable), claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.

The tenderer whose tender has been evaluated as second most economically advantageous may be recommended for award, and so on and so forth.

## **36. Commencement of Services**

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

## **G. MISCELLANEOUS**

### **37. Ethics Clauses**

- 37.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties.
- 37.2 Without the Contracting Authority's prior written authorisation, the Contractor and their staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or sub-contracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 37.3 When putting forward a candidacy or tender, the candidate or tenderer must declare that he is affected by no potential conflict of interest, and that he has no particular link with other tenderers or parties involved in the project.
- 37.4 The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. They must refrain from making public statements about the project or services without the Contracting Authority's prior approval. They may not commit the Contracting Authority in any way without its prior written consent.
- 37.5 For the duration of the contract, the Contractor and their staff must respect human rights.
- 37.6 The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and their staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
- 37.7 The Contractor and their staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor are confidential.
- 37.8 The contract governs the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 37.9 The Contractor shall refrain from any relationship likely to compromise their independence or that of their 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.

- 37.10 The tender(s) concerned will be rejected or the contract terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.
- 37.11 The tender(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 37, entitled Ethics Clauses, herein stipulated.

### **38. Data Protection and Freedom of Information**

- 38.1 Any personal data submitted in the framework of the procurement procedure and/or subsequently included in the contract shall be processed pursuant to the Data Protection Act (2001). It shall be processed solely for the purposes of the performance, management and follow-up of the procurement procedure and/or subsequent contract by 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.
- 38.2 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 relations to any provisions of this contract which have not yet been made public, shall consult the contractor in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the Contracting Authority in terms of the Act.

### **39. Gender Equality**

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

## VOLUME 1 SECTION 2 - TENDER FORM

(A separate, distinct Tender Form must be submitted for EACH OPTION - if applicable - submitted)

Tender reference: DT-NCPE/04/2011

Name of Tender: Services Tender for the provision of External Expertise for the Project VS/2010/0819  
*Gender Mainstreaming - in Practice*

### A TENDER SUBMITTED BY

|                      | Name(s) of tenderer(s) | Nationality | Proportion of Responsibilities <sup>2</sup> |
|----------------------|------------------------|-------------|---------------------------------------------|
| Leader <sup>1</sup>  |                        |             |                                             |
| Partner <sup>1</sup> |                        |             |                                             |
| Etc ...              |                        |             |                                             |

1. Add/delete additional lines for partners as appropriate. Note that a sub-contractor is not considered to be a partner for the purposes of this tender procedure. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as 'leader' (and all other lines should be deleted)
2. Proposed proportion of responsibilities between partners (in %) with indication of the type of the works to be performed by each partner (the company acting as the lead partner in a joint venture/consortium, they must have the ability to carry out at least 50% of the contract works by its own means. If a company is another partner in a joint venture/consortium (i.e. not the lead partner) it must have the ability to carry out at least 10% of the contract works by its own means).

| Service intended to be sub-contracted | Name and details of sub-contractors | Value of sub-contracting as percentage of the total cost <sup>3</sup> | Experience in similar services (details to be specified) |
|---------------------------------------|-------------------------------------|-----------------------------------------------------------------------|----------------------------------------------------------|
| 1                                     |                                     |                                                                       |                                                          |
| 2                                     |                                     |                                                                       |                                                          |
| (.)                                   |                                     |                                                                       |                                                          |

3. The maximum amount of sub-contracting must not exceed 30 % of the total contract value. The main contractor must have the ability to carry out at least 70% of the contract works by his own means.

### B CONTACT PERSON (for this tender)

|                  |                         |                |              |
|------------------|-------------------------|----------------|--------------|
| <b>Name</b>      |                         | <b>Surname</b> |              |
| <b>Telephone</b> | (____) _____            | <b>Fax</b>     | (____) _____ |
| <b>Address</b>   | .....<br>.....<br>..... |                |              |

**C TENDERER'S DECLARATION(S)**

**To be completed and signed by the tenderer (including each partner in a consortium).**

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

- 1 We have examined, and accept in full and in its entirety, the content of this tender document (including subsequent Clarifications Notes issued by the Contracting Authority) for invitation to tender No [\_\_\_\_\_/\_\_\_\_\_] of [...../...../.....]. We hereby accept the contents thereto in their entirety, without reservation or restriction. We also understand that any disagreement, contradiction, alteration or deviation shall lead to our tender offer not being considered any further.
- 2 We offer to execute, in accordance with the terms of the tender document and the conditions and time limits laid down, without reserve or restriction, the following works:  
  
Lot No [\_\_\_\_]:[.....] [*description of works*]
- 3 The total price of our tender (inclusive of duties, VAT, other taxes and any discounts) is:  
  
Lot No 1: [.....]
- 4 This tender is valid for a period of 150 days from the final date for submission of tenders.
- 5 We are making this application in our own right and [**as partner in the consortium** led by < name of the leader / ourselves > ] for this tender [Lot No]. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, each member, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance]. We are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the tender procedure.
- 6 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.
- 7 We accept that we shall be excluded from participation in the award of this tender if compliance certificates in respect of declarations made under Clause 7 of this declaration are not submitted by the indicated dates.
- 8 We agree to abide by the ethics clauses of the instructions to tenderers and, in particular, have no potential conflict of interests or any relation with other candidates or other parties in the tender procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other tender in this procedure. We recognise that our tender may be excluded if we propose key experts who have been involved in preparing this project or engage such personnel as advisers in the preparation of our tender.
- 9 We will inform the Contracting Authority 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.
- 10 Our tender submission has been made in conformity with the Instructions to Tenderers, and in this respect we confirm having included in the appropriate packages as required, the following documentation:

- (a) **General Information** <sup>(Note 1)</sup>
  - o Statement on Conditions of Employment

**Selection Criteria** <sup>(Note 1)</sup>

**(b) Technical Capacity** <sup>(Note 2)</sup>

- Experience as Contractor
- Personnel (Key Experts) to be employed on contract

**(c) Evaluation Criteria/Technical Specifications** <sup>(Note 2)</sup>

- Tenderer's Technical Offer
- List of Documents

**(d) Tender Form, and Financial Offer** <sup>(Note 2)</sup>

**Notes:**

1. *Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within two working days from notification. This is indicated by the symbol ◯*
2. *No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

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

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

Name and Surname: \_\_\_\_\_

I.D. / Passport Number: \_\_\_\_\_

Signature of tenderer: \_\_\_\_\_

Duly authorised to sign this  
tender on behalf of: \_\_\_\_\_

Company/Lead Partner VAT No:  
*(if applicable)* \_\_\_\_\_

Vat Status: \_\_\_\_\_

Stamp of the firm/company: \_\_\_\_\_

Place and date: \_\_\_\_\_

# VOLUME 1 SECTION 3 - TENDERER'S STATEMENTS

## 1. Statement on Conditions of Employment

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

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

Signature: .....

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

Date: .....

## 2. Experience as Contractor

List of contracts of similar nature and extent performed during the past five (5) years:

| Description of Services | Total Value of Services | Period of Execution<br>(mm/yy to mm/yy) | Client*/<br>Contracting Authority* |
|-------------------------|-------------------------|-----------------------------------------|------------------------------------|
|                         |                         |                                         |                                    |
|                         |                         |                                         |                                    |
|                         |                         |                                         |                                    |
|                         |                         |                                         |                                    |
|                         |                         |                                         |                                    |
|                         |                         |                                         |                                    |
|                         |                         |                                         |                                    |
|                         |                         |                                         |                                    |
|                         |                         |                                         |                                    |
|                         |                         |                                         |                                    |

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

Date: .....

### 3. Key Expert

The CV and profile of the Key Expert is to be included with the bid.

| Name of Expert | Proposed Position | Nationality | Age | Educational Background | Specialist Area of Knowledge | Years of Experience | Languages and Degree of Fluency (VG; G; W) |
|----------------|-------------------|-------------|-----|------------------------|------------------------------|---------------------|--------------------------------------------|
|                |                   |             |     |                        |                              |                     |                                            |
|                |                   |             |     |                        |                              |                     |                                            |
|                |                   |             |     |                        |                              |                     |                                            |
|                |                   |             |     |                        |                              |                     |                                            |
|                |                   |             |     |                        |                              |                     |                                            |
|                |                   |             |     |                        |                              |                     |                                            |
|                |                   |             |     |                        |                              |                     |                                            |
|                |                   |             |     |                        |                              |                     |                                            |

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

Date: .....



### 3.1 Statement on Exclusivity and Availability

#### TO BE COMPLETED BY THE KEY EXPERT

**PUBLICATION REF: DT-NCPE/04/2011**

I, the undersigned, hereby declare that I agree to participate exclusively with the tenderer

..... [name of *tenderer*]

in the above-mentioned service tender procedure. I further declare that I am able and willing to work for the period(s) foreseen for the position for which my CV has been included in the event that this tender is successful, namely:

| From                           | To                           |
|--------------------------------|------------------------------|
| .....<br>< start of period 1 > | .....<br>< end of period 1 > |
| .....<br>< start of period 2 > | .....<br>< end of period 2 > |
| < etc >                        | < etc >                      |

I confirm that I am not engaged in another project in a position for which my services are required during the above periods.

By making this declaration, I understand that I am not allowed to present myself as a candidate to any other tenderer submitting a tender to this tender procedure. I am fully aware that if I do so, I will be excluded from this tender procedure, the tenders may be rejected, and I may also be subject to exclusion from other tender procedures and contracts.

Furthermore, should this tender be successful, I am fully aware that if I am not available at the expected start date of my services for reasons other than ill-health or *force majeure*, I may be subject to exclusion from other tender procedures and contracts and that the notification of award of contract to the tenderer may be rendered null and void.

Name of Key Expert: .....

Signature: .....

Date: .....

### 3.2 - Sub-Contracting (Where applicable / If Known)

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

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

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

Date: .....

## 4. List of Documents

### 1. List of documents to be submitted with the tender include:

| Item | Description                                                                                                                                                                                  | Reference in Technical Specifications |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| 1.   | Requirements for forming a joint venture/consortium (if applicable)                                                                                                                          | VOLUME 1 SECTION 1 - 5.3              |
| 2.   | Curriculum Vitae and at least 1 reference letter of the key expert                                                                                                                           | VOLUME 1 SECTION 1 - 6.1.2            |
| 3.   | The profile of the key expert                                                                                                                                                                | VOLUME 1 SECTION 1 - 6.1.2.1          |
| 4.   | Sub-Contracting (Where applicable / If Known)                                                                                                                                                | VOLUME 1 SECTION 1 - 3.3              |
| 5.   | Evidence of relevant experience in carrying out services of a similar nature over the past 5 years including the nature and value, as well as contracts in hand and contractually committed. | VOLUME 1 SECTION 1 - 6.1.2            |
| 6.   | TENDER FORM                                                                                                                                                                                  | VOLUME 1 SECTION 2                    |
| 7.   | TENDERER'S STATEMENTS 2. Experience as Contractor                                                                                                                                            | VOLUME 1 SECTION 3 - 2                |
| 8.   | TENDERER'S STATEMENTS 3. Key Expert and two other Consultancy Team Members                                                                                                                   | VOLUME 1 SECTION 3 - 3                |
| 9.   | TENDERER'S STATEMENTS 3.1 Statement on Exclusivity and Availability                                                                                                                          | VOLUME 1 SECTION 3.1                  |
| 10.  | TENDERER'S STATEMENTS 3.2 - Data on Joint Venture/Consortium (Where applicable)                                                                                                              | VOLUME 1 SECTION 3.2                  |
| 11.  | TENDERER'S STATEMENTS - List of Documents                                                                                                                                                    | VOLUME 1 SECTION 3.4                  |
| 12.  | Specific Activities                                                                                                                                                                          | VOLUME 3 SECTION 1 4.2                |
| 13.  | TENDER'S TECHNICAL OFFER                                                                                                                                                                     | VOLUME 3 SECTION 2                    |
| 14.  | FINANCIAL BID                                                                                                                                                                                | VOLUME 4                              |
| 15.  | OTHER DOCUMENTS                                                                                                                                                                              | VOLUME 5                              |

Signature: .....

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

Date: .....

## VOLUME 1 SECTION 4 - GLOSSARY

### Definitions

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

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

**Beneficiary Country:** The Maltese Islands.

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

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

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

**Central Government Authority:** means the Department of Contracts.

**Commission:** The European Commission.

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

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

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

**Contracting Authority:** means the final beneficiary of the contract.

**Contractor:** The party which contracts to perform the services.

**Day:** Calendar day.

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

**EC:** The European Community.

**EU:** The European Union.

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

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

**Final Beneficiary:** The Department/Entity or other government body on whose behalf the Department of Contracts has issued this tender.

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

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

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

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

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

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

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

**Month:** Calendar month.

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

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

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

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

**Project Manager:** The natural or legal person responsible for monitoring the implementation of the contract on behalf of the Contracting Authority.

**Public Service:** Government Ministries and Departments.

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

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

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

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

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

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

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

# VOLUME 1 SECTION 5 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

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

The procedure for the submission of appeals is stipulated in Part II article 21 of the Public Procurement Regulations (Legal Notice 296/2010), reproduced hereunder for ease of reference.

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

## VOLUME 2

### VOLUME 2 SECTION 1 - DRAFT CONTRACT FORM

Financed by: This project is supported by the European Union Programme for Employment and Social Solidarity PROGRESS (2007-2013)

This contract is concluded between:

National Commission for the Promotion of Equality  
Gattard House  
National Road  
Blata l-Bajda HMR 9010  
Malta

(hereinafter called “The Contracting Authority”) on the one part, and

[Name of Contractor]  
[Address]

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

Whereas the Contracting Authority is desirous that certain services should be executed by the Contractor, viz.:

#### **[Contract Title]**

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

#### **It is hereby agreed as follows:**

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

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

3. In consideration of the payments to be made by the Contracting Authority to the Contractor as hereinafter mentioned, the Contractor undertakes to execute and complete the works and remedy defects therein in full compliance with the provisions of the contract.

4. The Contracting Authority hereby agrees to pay the Contractor in consideration of the execution and completion of the works and remedying of defects therein the amount of:
- Contract price (*excluding* VAT/other taxes): €.....
  - Contract price in words:..... Euro
- or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract. VAT shall be paid in compliance with National Law (in particular the VAT Act 1998, the Act No X of 2003 and relevant Legal Notices).
5. In witness whereof the parties hereto have signed the contract. This contract shall take effect on the date on which it is signed by the last party.

Done in English in three originals: two for the Contracting Authority, and one for the Contractor.

**Contracting Authority:**

**Contractor:**

Signed by:

Signed by:

.....

.....

In the capacity of:

In the capacity of:

.....

.....

Being fully authorised by and acting on behalf of

Being fully authorised by and acting on behalf of

.....

.....

Date: .....

Date: .....



## VOLUME 2 SECTION 2 - GENERAL CONDITIONS

The full set of General Conditions for Services Contracts (Version 1.02 dated 2 June 2010) can be viewed/downloaded from:

**[www.contracts.gov.mt/conditions](http://www.contracts.gov.mt/conditions)**

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

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

## VOLUME 2 SECTION 3 - SPECIAL CONDITIONS

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

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

- 2.2 National Commission for the Promotion of Equality (NCPE), Gattard House, National Road, Blata l-Bajda HMR 9010 (“the Contracting Authority”); equality@gov.mt

On the one part,

And

<Indicate Name of the Contractor and acronym; postal address and email address of the Contractor>

On the other part.

Procedure to be used by the Parties to Communicate: As per General Conditions.

### *Article 5: Supply of Information*

- 5.1 The Contracting Authority shall supply the Contractor promptly with any information and/or documentation at its disposal which may be relevant to the performance of the contract. Such documentation may be retained by the Contractor unless otherwise directed by the Contracting Authority.

### *Article 6: Assistance with Local Regulations*

- 6.1 As per General Conditions.

### *Article 7: Obligations of the Contractor*

- 7.8 No performance guarantee is being requested as part of this contract. Without prejudice to Article 19, the Contractor shall be liable up to the amount (inclusive of VAT) already accrued to them or already paid to them for the non-performance of their obligations.

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

- 13.3 Not applicable.

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

- 14.3 As per General Conditions.

- 14.4 Without prejudice to the other provisions of Article 14, any image, text, quote, concept, video, audio or other such item provided by the Service Provider to the Contracting Authority that leads to law suits or disputes due to infringements of data protection or intellectual and industrial property rights that can be traced back to the service provider, shall not be borne by the Contracting Authority but shall remain the direct and distinct responsibility of the Service Provider.

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

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

### *Article 16: Personnel and Equipment*

- 16.3 As per General Conditions.

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

18.1 The date of commencing performance shall be upon signature of this contract by both parties. All services are to be carried out and completed by 15<sup>th</sup> December 2011.

**Article 19: Delays in Execution**

19.2 The Contractor is hereby obliging him/herself to pay to the Contracting Authority the amount of Euro 50 for every day of delay in delivering the services within the established time limits agreed to in this contract. This payment is due as pre liquidated damages and shall be due for each day of delay between the established date of execution and the actual date of delivery of the service. Pre liquidated damages become due where the delay is attributable to acts or defaults of the Contractor whether these arise out of negligence or otherwise.

**Article 20: Amendment of the Contract**

20.2 As per General Conditions.

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

24.1 The Contractor shall submit technical progress reports as specified in the Terms of Reference. Both the interim and the final reports must include a detailed summary of any progress until that time together with all necessary proofs of such work. It must also include a copy of the invoice. These requisites are a minimum and may be varied from time to time according to needs that may arise or as indicated by NCPE.

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

26.1 This is a global-price contract.

The payments will be made according to the following schedule, subject to the provisions of Articles 28 to 33 of the General Conditions:

| Narrative                                         | Activities <sup>2</sup>                                    | Percentage of Work Completed |
|---------------------------------------------------|------------------------------------------------------------|------------------------------|
| Interim Payment (upon approval of interim report) | Activity 1<br>Activity 2.D                                 | 30%                          |
| Interim Payment (upon approval of interim report) | Activity 2.E<br>Activity 2.F                               | 20%                          |
| Balance (upon approval of the final report)       | Activity 2.A<br>Activity 2.B<br>Activity 2.C<br>Activity 3 | 50%                          |

26.2 Upon approval of the corresponding documentation and invoice, payment will be processed within maximum 60 days, failing which the provisions of the Late Payments Directive will come into effect (30 days as per General Conditions).

**Article 28: Audit Certificate**

28.4 Not applicable.

**Article 39: Further Additional Clauses**

The tender(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 37, entitled Ethics Clauses, stipulated in the Instructions to

<sup>2</sup> Interim payments will become due as soon as the corresponding activities have been completed and reported accordingly.

Tenderers.

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with Part IV (Domestic Arbitration) of the Malta Arbitration Act, 1996 and the Arbitration Rules of the Malta Arbitration Centre at present in force.

# VOLUME 3 SECTION 1 - CONTRACTING AUTHORITY'S REQUIREMENTS (TERMS OF REFERENCE)

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# Terms Of Reference

**Note:**

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

## 1. Background Information

### 1.1 - Beneficiary Country

Malta

### 1.2 - Contracting Authority

National Commission for the Promotion of Equality (NCPE)  
Gattard House  
National Road  
Blata l-Bajda HMR 9010  
MALTA

### 1.3 - Relevant Country Background

Gender Equality has over the years been sought through three different approaches:

- Equal Treatment: Treating women the same as men. Very often this results in treating everyone the same, taking characteristics generally attributable to males as the norm.
- Positive Action: Targeting specific measures at women. These are, however, often sporadic and tend to produce only short term results.
- Gender Mainstreaming: Analysing the underlying institutional framework which might be responsible for bringing about or accentuating inequalities, and caring out the necessary reforms after the different needs and characteristics of both men and women are analysed and taken into account.

Gender mainstreaming has been defined by the United Nations as ‘the process of assessing the implications for women and men of any planned action, including legislation, policies or programmes, in any area and at all levels. It is a strategy for making women’s as well as men’s concerns and experiences an integral dimension of the design, implementation, monitoring and evaluation of the policies and programmes in all political, economic and societal spheres so that women and men benefit equally, and inequality is not perpetuated.’<sup>3</sup>

Mainstreaming strategy is not aimed at changing women but rather accepts their situations, priorities and needs, as the starting point in (re)designing organisations and institutions. The ultimate goal is to achieve gender equality.

Since as far back as 1989, it has been the ‘Government’s wish that women’s concerns be integrated into all its policies’ and that ‘in the drafting of all legislation and in the implementation of Government policy, women’s concerns are to be given all due consideration’ (OPM/119/89). The importance that Government attaches to gender mainstreaming was again highlighted in 2000 (OPM Circular No 24/2000). Regard should also be made to Directive 2002/73/EC of the European Parliament and of the Council of 23 September 2002 amending Council Directive 76/207/EEC on the

<sup>3</sup> <http://www.un.org/womenwatch/osagi/pdf/presentationjune2001.PDF>

implementation of the principle of equal treatment for men and women as regards access to employment, vocational training and promotion, and working conditions, which came into effect on the 5 October 2005. This Directive states, *inter alia*, that

1(a) Member States shall actively take into account the objective of equality between men and women when formulating and implementing laws, regulations, administrative provisions, policies and activities...

This article thus obliges all Member States of the European Union to actively take into account the objective of equality between men and women when formulating laws, regulations, administrative provisions, policies and activities in the fields of access to employment, vocational training and promotion, and working conditions, and to carry out gender impact assessments as a means of implementing gender mainstreaming.

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

The National Commission for the Promotion of Equality (NCPE) is an autonomous, government-funded body that was set up in January 2004. NCPE's Commission is composed of one Commissioner, six other members appointed by the Minister, and an Executive Director.

NCPE is responsible for safeguarding equal treatment on the grounds of sex and family responsibilities in employment, education and financial services, as well as on sex and racial or ethnic origin in the access to, and supply of, goods and services.

In fact, the primary task of NCPE is to monitor the implementation of:

- Chapter 456 of the Laws of Malta - *Equality for Men and Women Act*;
- Legal Notice 85 of 2007 - *Equal Treatment of Persons Order*; and
- Legal Notice 181 of 2008 - *Access to Goods and Services and their Supply (Equal Treatment) Regulations, 2008*.

In particular, NCPE seeks to enhance gender equality, as established under the *Equality for Men and Women Act*. To this end, the functions of NCPE are:

(a) to identify, establish and update all policies directly or indirectly related to issues of equality for men and women;

(b) to identify the needs of persons who are disadvantaged by reasons of their sex and to take such steps within its power and to propose appropriate measures in order to cater for such needs in the widest manner possible;

(c) to monitor the implementation of national policies with respect to the promotion of equality for men and women;

(d) to liaise between, and ensure the necessary coordination between, government departments and other agencies in the implementation of measures, services or initiatives proposed by Government or the Commission from time to time;

(e) to keep direct and continuous contact with local and foreign bodies working in the field of equality issues, and with other groups, agencies or individuals as the need arises;

(f) to work towards the elimination of discrimination between men and women;

(g) to carry out general and independent investigations with a view to determine whether the provisions of this Act are being complied with;

(h) to independently investigate complaints of a more particular or individual character to determine whether the provisions of this Act are being contravened with respect to the complainant and, where deemed appropriate, to mediate with regard to such complaints;

(i) to inquire into and advise or make determinations in an independent manner on any matter relating to equality between men and women as may be referred to it by the Minister;

(j) to provide independent assistance, where and as appropriate, to persons

suffering from discrimination in enforcing their rights under this Act;

(k) to keep under review the working of this Act, and where deemed required, at the request of the Minister or otherwise, submit proposals for its amendment or substitution;

(l) to perform such other function as may be assigned by this or any other Act or such other functions as may be assigned by the Minister.

Legal Notice 85 of 2007 - *Equal Treatment of Persons Order* emanating from EU Race Directive 2000/43/EC<sup>4</sup>, extends NCPE's remit to include the promotion of equality on the grounds of race / ethnic origin in the access to and supply of goods and services. By virtue of this Legal Notice, NCPE ensures that no person, establishment or entity, whether in the private or public sector, discriminates against any other person in relation to:

- a) Social protection, including social security and healthcare;
- b) Social advantages;
- c) Education;
- d) Access to and supply of goods and services which are available to public, including housing; and
- e) Access to any other service as may be designated by law for the purposes of this regulation.

Moreover, NCPE is also responsible for enhancing equality between genders in the access to and supply of goods and services, as established by Legal Notice 181 of 2008 - *Access to Goods and Services and their Supply (Equal Treatment) Regulations, 2008*. Hence, NCPE also works to combat direct and indirect discrimination as well as sexual harassment on the grounds of gender in the provision of goods and services. In effect, the functions of NCPE are extended to safeguard gender equality in this sphere, and specifically to:

- (a) providing independent assistance to victims of discrimination in pursuing their complaints about discrimination;
- (b) conducting independent surveys concerning discrimination; and
- (c) publishing independent reports and making recommendations on any issue relating to such discrimination.

NCPE receives various requests for assistance, consisting mainly on the following issues: employment; working conditions, family friendly measures; childcare; discrimination by financial institutions, educational institutions and / or in provision of a good or service; sexual harassment; information about rights and responsibilities in relation to equal treatment. Also, NCPE investigates complaints lodged by the general public or by other entities, on gender discrimination in employment, education and financial services, as well as on racial or gender discrimination in the access to and supply of goods and services. NCPE also has the power to initiate an ex officio investigation in case that it is aware of any breach of the law in spheres within its remit and responsibilities.

The Commission also has a Research and Documentation Centre at its premises that is open to the public. This library consists of over 6000 books, journals and articles, covering various literature related to equality issues.

### **1.5 - Related Programmes and Donor Activities**

The National Commission for the Promotion of Equality (NCPE) has (/had) a number of other related programmes aimed at promoting equality and combating discrimination:

<sup>4</sup> Council Directive 2000/43/EC of 29 June 2000 implementing the principle of equal treatment between persons irrespective of racial or ethnic origin



**a) ESF 3.47 Unlocking The Female Potential**

The main objective of this project is to facilitate and increase the overall female employment rate by providing indirect incentives for work. As outlined in national policy documents and the EU Lisbon objectives, this is necessary for the economic competitiveness and sustainability of the state. This project consists of two main components, namely research and an equality mark campaign. The research component spans over two years, and aims to provide policy makers with vital information by indicating the inhibitors for women in the job market, taking into consideration possible limited access to training, opportunities and incentives. Moreover, to increase the employer's sensitivity on equality issues, the project will be launching and promoting an Equality Mark, which will be awarded to those employers who make gender equality one of their values, and whose management is based on the recognition of the potential of all employees irrespective of their gender and caring responsibilities.

**b) VS/2009/0405 Strengthening Equality Beyond Legislation**

This project aimed at reaching out to specific target groups to sensitise and stimulate specific action by stakeholders to contribute towards safeguarding equal treatment on the grounds of race/ethnic origin, age, religion and sexual orientation. To this end, the objectives of this project sought to implement further legislation on non-discrimination through awareness raising, training, and research; develop a national policy to combat discrimination and promote equality beyond legislation; and disseminate information on EU and national policy and legislation in the non-discrimination field.

**c) VS/2007/0477 Voice for All**

The overall aim of this project was to challenge the thinking processes that may give rise to discriminatory attitudes and mentalities. Such a goal can only be achieved through social change, for which time is needed. However, if people are guided, trained, and led by examples of good practices, the process will be accelerated. These objectives were achieved by raising awareness and providing training to the general public, educators / teachers and secondary school students, the media (journalists), communication students and advertising agencies, public sector representatives from different ministries and departments, private sector companies, as well as civil society and NGOs, on the different grounds of discrimination.

**d) VS/2007/0442 Living Equality**

The overall objective of this project was to build on what has already been achieved from various projects co-funded through the European Social Fund, Community Framework Fund and the Equal Projects. This project was aimed at monitoring and identifying further capacity building needs for the actual implementation of gender mainstreaming in all government departments and in the national policy-making programmes. This project has addressed public officers by providing them with training on gender sensitivity. Staff members of ministries and departments responsible for policy and programmes were also trained on the use of gender mainstreaming tools. This project created an ongoing mechanism to promote initiatives and debates on the implementation process of gender mainstreaming. Because the training and monitoring were based on a two-tier level across ministries and departments, the priority areas highlighted by the Roadmap and the European Pact for Gender Equality were addressed. As part of this project, a research was carried out at pan-European level, focusing on particular sectors, to explore the introduction of the Gender Responsive Budget (GRB) in policy-making in Malta. This project therefore emphasised the importance of corporate social responsibilities in the context of gender.

**e) VP/2006/006 Mosaic - One in Diversity**

The overall objectives of this project were to address the fears and misconceptions that lie behind discrimination. Mosaic activities were two pronged. They provided capacity building via train the trainers sessions and capacity building for both staff and volunteers of the organisations participating in the Mosaic Network. They also aided through the dissemination of information through the media, high visibility during Diversity Days, forum theatre sessions and through informative publications aimed at addressing fears and misconceptions that lie behind the six recognised grounds of discrimination by the EU which are sex, race/ethnicity, religion / belief, disability, age and sexual orientation.

f) **Maximising Talent for the Public Service - A strategy for increasing the representation of women in decision-making positions in the Maltese Public Service**  
This report was written by Professor Patricia Leighton for the Manpower Planning Office of the Office of the Prime Minister and the Department for Women in Society, Malta.. The project undertook the exploration of the reasons for the under representation of women in decision-making roles in the public service and to develop a strategy to improve the situation. The report set out practical, measurable and achievable recommendations which aimed to lead to sustainable development. The report also identified several major imperatives of change including the question of social justice for women and the enhancing of the quality of decision-making itself. The report further highlights the waste caused by the under-utilisation of women's talent in the education, their advanced qualifications and the distinctive skills and experience they have to offer. The report presented 20 substantive recommendations that are mostly concerned with human resource management and were broadly derived from tried and tested initiatives in other employing organisations, especially in the public sector.

## **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:

- Strengthen knowledge and understanding of gender mainstreaming;
- Produce and disseminate tools for gender mainstreaming;
- Provide 'on the job' training, thereby enabling effective mainstreaming;
- Highlight good practices with the aim of exposing benefits gained by mainstreaming;
- Provide examples of national policies which are gender mainstreamed;
- Empower stakeholders to propose action which is gender sensitive;
- Create a Network of support, i.e. establish a network of persons within National Ministries who are empowered in implementing effective gender mainstreaming and also a network whose members support each other in this task.

### **2.2 - Specific Objectives**

The objectives of this contract are as follows:

An external expert to train the Consultancy Team to ensure that the team is strongly empowered on gender mainstreaming while having an individual from whom they can obtain further assistance. The external expert will be available throughout the implementation of the project to mentor and advise the Consultancy Team. The external expert must proactively ensure that the Consultancy Team is carrying out its role as part of the project through advising and mentoring the same team.

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

A continuous framework of evaluation throughout the project implementation is to be achieved by the external expert together with the Consultancy Team (which will be composed of three (3) national persons who will be identified by NCPE through a separate procurement).

## **3. Assumptions and Risks**

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

- It is assumed that the external expert will be available throughout the term of the project.
- It is assumed that the external expert will work in collaboration with the consultancy team, as well as other service providers who will be providing other services procured separately from this contract, such as researchers and publishers as and when requested by NCPE
- It is assumed that advice given will be based on sound knowledge and/or information and can be substantiated.
- It is assumed that the external expert will take up contract and provide guidance to other service providers involved in this project as and when requested by NCPE
- It is assumed that all presentations, documents, papers etc adhere to EU funding

publicity obligations as provided by NCPE and that all drafts are given in a timely manner.

### 3.2 - Risks

- It is assumed that the external expert will respect the deadlines stated in this tender as well as deadlines set by NCPE.
- Event dates may be modified subject to the exigencies of the project.

## 4. Scope of the Work

### 4.1 - General

#### 4.1.1 Project Description

*Gender Mainstreaming - in Practice* is a project co-funded by EU PROGRESS 2007-2013 funds and implemented by the National Commission for the Promotion of Equality (NCPE) Malta.

The action involved in the project is multi-fold. It seeks to establish a network of persons within National Ministries who are empowered in implementing effective gender mainstreaming and also a network whose members support each other in this task. Throughout the project, the focus is on providing 'on the job' training, thereby capitalising on the knowledge that the target groups have of relevant concepts. At the same time, tools will be designed to ensure the creation of policies that address the needs of men and women. Trainees will be supported by a mentoring facility, i.e. the Consultancy team, the members of which will be available to assist public employees with difficulties they encounter in their gender mainstreaming exercise. Throughout the project, the Consultancy Team will also be holding bilateral meetings with high level officials, thereby sensitising them further on the need and benefits of gender mainstreaming, and providing one-to-one information and advice.

The activities will include as symposium on good practices, two mapping studies, a gender impact assessment study of not more than four policies, preferably ones that cut across a number of Ministries, bilateral meetings, train the trainer workshop, training workshops for public employees and stakeholders, and a final conference. Tools produced will include a gender mainstreaming checklist in infrastructure projects, a step-by-step guide, a checklist for gender impact assessment of government action and a factsheet on gender mainstreaming.

The following is the planned (tentative) project timetable:

- A. Joint Announcement of the Project (NCPE with Ministry of Education, Employment and the Family) / Symposium on good Practices in Gender Mainstreaming: June 2011
- B. Mapping Studies: May 2011 - June 2011
- C. Gender Impact Assessment of Policies: June 2011 - January 2012
- D. Train the Trainer Workshop: June 2011
- E. Bilateral Meetings: June 2011 - May 2012
- F. Gender Mainstreaming Checklist in Infrastructure Projects: June 2011 - October 2011
- G. Step-by-Step Guide for Gender Impact Assessments: June 2011 - November 2011
- H. Checklist for Gender Mainstreaming of Government Action: June 2011 - November 2011
- I. Fact Sheet on Gender Mainstreaming: June 2011 - November 2011
- J. Training Workshops for Public Employees: February 2012 - March 2012
- K. Training Workshop for Stakeholders: February 2012 - March 2012
- L. Final Conference: April 2012

This tender is commissioned to provide external expertise for the project *Gender Mainstreaming - in Practice*. The following are the activities on which the External Expert will work directly<sup>5</sup>:

- A. Train the Trainer Workshop
- B. Final Conference

The External Expert will be expected to be involved indirectly on all the other activities, by mentoring the Consultancy Team in all the activities the team is carrying out, as well as by being available throughout the term of the project to be consulted on any arising matter.

<sup>5</sup> A detailed description of what is expected of the External Expert in relation to each activity is found in *Section 4.2 Specific Activities*.

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

Malta and Gozo

#### 4.1.3 *Target Groups*

Ministries and Government Departments, Entities, Agencies and Commissions  
Public Employees  
Policy Makers, Designers and Implementers  
Stakeholders (including social partners, NGOs and professional associations)  
Developers, Implementers and Managers of Infrastructure Projects

## 4.2 - Specific Activities

This tender has one lot which comprises three (3) activities as stipulated hereunder:

### **Lot 1: External Expertise**

It is important to note that the external expert is to **make his/her own travel arrangements** from the budget available as part of this tender. The external expert may choose to visit the Consultancy Team at any time during the project as part of the methodology in carrying out his/her duties but must be present in Malta to deliver the training as detailed in Activity 1 and to give a presentation as detailed in Activity 3.

#### **Activity 1: Train the Trainer Workshop**

The external expert will provide training to the Consultancy Team and NCPE technical staff to ensure that they are fully empowered, in turn, to act as mentors and trainers of public employees and stakeholders through the other activities and beyond the project lifetime. Through the training, the external expert is to strengthen the Consultancy Team's knowledge of gender mainstreaming methods and tools, empower them in implementing gender mainstreaming including building their knowledge to better allow for the development of a strategy is geared towards a specific target group or document during any of the project activities outlined under Activity 2. The rationale and methodology proposed must take into consideration the scope of the activities outlined under Activity 2.

The expert will therefore conduct a two (2) day training activity (venue will be in Malta and venue and logistics will be covered by NCPE) to strengthen the Consultancy Team's knowledge of gender mainstreaming and focusing on cases of good practices and methods of gender mainstreaming that are used in other EU Member States. The training will strengthen the team's knowledge of gender mainstreaming and gender impact assessment tools.

*(Following this, the Consultancy Team will visit a relevant entity (identified by NCPE) - such as another national equality body or a gender equality government authority - in any EU member state to gain knowledge of how equality and gender mainstreaming are implemented and integrated in that entity / country. In this manner, the Consultancy Team will be better equipped to give training and conduct the other activities in this project.)*

The External Expert is expected to:

- give a two (2) day training to the Consultancy Team and NCPE technical staff to strengthen the team's knowledge of gender mainstreaming methods and tools

**Bidders must present a clear rationale and methodology to be implemented during this training workshop.**

#### **Activity 2: Mentoring and Advising the Consultancy Team**

The External Expert will be available throughout the implementation of the project to mentor, supervise and review the Consultancy Team on the following activities which will be implemented by persons identified by NCPE through a separate procurement, and which will either be carried out by the Consultancy Team or will be analysed / reviewed by the Consultancy Team. *(The activities and activity descriptions indicated below may vary to a reasonable degree according to the needs of the project or as indicated by NCPE):*

##### **A. Bilateral Meetings**

*The Consultancy Team will undertake a series of meetings with Policy Makers (designated persons from Ministries who participate in policy designing and drafting). The scope of these meetings is to establish a network and channel of communication between the Consultancy Team, NCPE and policy makers. This will provide an ongoing assessment on this mainstreaming exercise, thereby allowing these activities to be directed towards addressing the needs of the public employees. The network will also provide policy makers with access to expert assistance and mentoring in the implementation of a gender mainstreaming strategy, thereby providing public employees with advice and assistance that is tailored according to their needs and to deal with the obstacles that each Ministry or policy maker is facing. Through these bilateral meetings, the Consultancy Team will also be identifying issues - in the way policies are designed - that need to be changed or addressed, identify policies in place that have a particular effect on gender related issues, and identify policies currently in place which would serve as good examples for a gender impact assessment exercise.*

These meetings will be facilitated by NCEP and are to take place throughout the project term at such regular intervals as is considered adequate by the Consultancy Team, but at least once every 3 months, starting from June 2011.

#### **B. Training Workshops for Public Employees**

The Consultancy Team will provide at least eight (8) half-day training workshops for public employees grouped by Ministries, introducing them to the mainstreaming tools produced by the project activities and enabling the participants to use such tools in their daily tasks. Training will be provided by focusing on case studies relevant to the remit of Ministries they represent, whereby participants are to be asked to use the tools provided and apply them to specific policies to which they adhere at their job. The Consultancy Team will also assist and mentor public employees on issues related to gender mainstreaming. Each training workshop will address circa 15 employees from each Ministry, thereby ensuring the sustainability of the project activities and facilitating the implementation of the tools and studies produced by the project. NCEP will facilitate and organise the logistics for these training workshops.

For both the training and the mentoring, the Consultancy Team is to use the Step-by-Step Guide for Gender Impact Assessments and the Gender Impact Assessment of Policies (described below) which will be developed by persons identified by NCEP through a separate procurement.

#### **C. Training Workshop for Stakeholders**

The Consultancy Team will provide a one-day training workshop to a maximum of thirty-five (35) stakeholders, focusing on enhancing knowledge and understanding of gender equality mainstreaming tools and methods, and the implementation of such tools. The rationale behind this workshop is that stakeholders, including social partners, NGOs, and associations of persons in a profession, have good potential for stimulating policy change and drafting of new policies and laws. Nevertheless, at times - in lobbying for new policies or programmes - the proposals made by such stakeholders may be misleading, in that the action proposed would not have adequately addressed its impact on men and women. Through the training of such stakeholders, one would be increasing the levels at which gender impact assessments are undertaken. This would complement the process of mainstreaming that would be expected of public employees in drafting and implementing policy, as those lobbying for policy and action by the policy makers would be aware of the impacts of their proposals on men and women, and would consequently propose actions which have already been gender mainstreamed. NCEP will facilitate and organise the logistics for these training workshops.

#### **D. Mapping Studies**

The Consultancy Team will analyse the final reports of the mapping studies (which would have been carried out by the researchers who will be identified by NCEP through a separate procurement) to the different Ministries and create debate thereon. The Mapping Studies will consist of a two-fold mapping exercise and will collect information from both the policy makers and also the stakeholders.

The first mapping exercise will consider the structure, processes and procedures followed in determining needs for policies, and in designing, drafting and approving policies. This will be carried out with public employees occupying office across different levels within Ministries and also members of the equality committees. The study is expected to query whether and to what extent gender mainstreaming currently has a place in policy making, and to identify strengths and deficiencies in the strategies, processes and procedures followed. It will also identify who is consulted, what issues are considered and to what extent, and which data and statistics are taken into consideration in formulating policy. This will provide the Consultancy Team with studied information on the current structures of policy making, thereby giving them the opportunity to identify recommendations on how gender mainstreaming can be included in the national structure.

The second mapping exercise will address stakeholders who work with persons affected by policies. This will include social partners, NGOs and professionals. The purpose of this study is to assess the influence that these stakeholders may have on policy drafters and identify how this influence can be developed further; identify policies that are viewed by stakeholders as being particularly disadvantageous to already disadvantaged groups (as well as the respective strategy adopted to view such policies); identify the needs that policies are to address; identify methods of collection of data and whether these stakeholders compile gender segregated data; and consider the effects of some policies on the disadvantaged groups. This mapping study will also assist the Consultancy Team in their Bilateral Meetings and in the guidance they will offer for the other activities.

The Consultancy Team will analyse the Mapping Studies; identify (from the Mapping Studies) recommendations on how gender mainstreaming can be included in the national structure; and present the final reports of the Mapping Studies to the different Ministries and create debate thereon.

#### **E. Gender Impact Assessment of Policies**

Through the bilateral meetings (described above) with the focal points from different Ministries, the Consultancy Team would have identified a number of policies, which will then be assessed from a gender impact perspective. This study will be published and disseminated to public employees, thereby providing them with practical examples of the assessment that they are expected to undertake in designing policies. Furthermore, the study will also provide tools for the 'hands-on' training workshops which will be provided to public employees (described above). The study is expected to focus on not more than four (4) policies (those affecting the largest number of Ministries), and to provide a gender impact assessment of such policies. The Consultancy Team will

review the gender impact assessment of these policies.

#### **F. Checklists, Guide and Factsheet**

The Consultancy Team will review the four (4) tools (developed as part of this project by persons identified by NCPE through a separate procurement) prior to publication.

The 4 tools produced will consist of the following:

##### Gender Mainstreaming Checklist in Infrastructure Projects

This checklist will address the differentiated access to the use of - and control over - infrastructure facilities and services by men and women. Although a sizeable amount of funds from national budgets is voted for infrastructure projects, yet these projects are not assessed with regards to their gender impact and the issue has not as yet been formally addressed within the national forum. The checklist will be established for developers, implementers and managers of infrastructure projects. This will provide a guide to managers and implementers to plan, design and evaluate infrastructure projects in a gender-sensitive manner.

##### Step-by-Step Guide for Gender Impact Assessments

This guide will take policy makers through the process of gender mainstreaming and provide them with examples, since policy makers and implementers in Malta do not as yet have such a step-by-step guide. The need for this tool arises from the fact that men and women are affected differently by policies; and policies which may appear to be neutral may be found to have a different impact on men and women when assessed through a gender perspective.

This guide will be user-friendly and have an easily explained manner, so as to serve as a reference point to public employees and guide them through gender impact assessment exercises that are required in their daily tasks, thus ensuring that unintended negative consequences are pre-empted. This tool will be disseminated to public employees and stakeholders, and is to be used by the Consultancy Team in the training, assistance and mentoring that they will be providing to public employees and the training to be given to stakeholders (described above).

##### Checklist for Gender Impact Assessment of Government Action

Accompanying the Step-by-Step Guide there will be a short checklist providing focal issues that one is to consider in undertaking a gender impact assessment. This will provide an easy and 'at hand' checklist which public employees will tick away for any action or decision taken by them, thereby providing a system of accountability on the implementation of gender mainstreaming.

This checklist will be disseminated within public administration.

##### Fact sheet on Gender Mainstreaming

This gender mainstreaming fact sheet will provide basic information on gender mainstreaming and its benefits in a user-friendly manner. This product will continue to disseminate information, thereby ensuring a continuous effort of promoting gender mainstreaming and awareness raising.

The External Expert is expected to:

- Advise and mentor the Consultancy Team, who will be: conducting Bilateral Meetings; reviewing plans and content for activities; drafting guidelines for studies; reviewing all studies and tools prior to publication; implementing training to public employees and to stakeholders; and assisting and mentoring public employees with difficulties that arise throughout the project or as indicated by NCPE. The Consultancy Team will be identifying needs and obstacles and ensuring, through their guidance, that these are addressed in the activities and tools.
- Provide continuous evaluation through feedback and guidance of the activities being carried out throughout the project implementation term

Bidders must present a clear rationale and methodology to be implemented to ensure constant availability, advising and mentoring upon the request of the Consultancy Team.

#### **Activity 3: Final Conference**

A final conference, bringing the project to a close, will bring together speakers addressing issues relative to gender mainstreaming which go beyond the general application of gender impact assessments. The External Expert will give a presentation on a relevant subject identified through the project to ensure it gives added-value on this area beyond project lifetime, gathering his/her knowledge, taking stock of experience gone through during project and looking ahead. Such subject needs to be approved by NCPE.

The External Expert is expected to:

- give a 20 minute presentation (minimum) on gender mainstreaming during the project's final conference or as indicated by NCPE

In addition to the methodology presented in the bid, once the tender is awarded, extensive methodology is to be submitted to NCPE on each activity involved for its approval.

### **4.3 - Project Management**

#### **4.3.1 Responsible Body**

National Commission for the Promotion of Equality (NCPE)  
Gattard House, National Road, Blata l-Bajda HMR 9010, Malta

#### **4.3.2 Management Structure**

The management structure of NCPE is entrusted to its Executive Director. All decision making processes must be vetoed by the Executive Director. Throughout the period of execution of the project, the service provider is therefore expected to keep close contact with the Executive Director and the Manager or with any other person delegated by the Executive Director for such purpose. In particular, the service provider shall, at all times, keep the Executive Director and the Manager informed about the general progress of the project entrusted to them.

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

Not applicable.

## **5. Logistics and Timing**

### **5.1 - Location**

Malta

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

The intended commencement date is upon last signature of the contract in May 2011 and the period of execution of the contract will be upon completion of the project, that is, the 15<sup>th</sup> December 2011 or as indicated by NCPE.

#### **Lot 1: External Expertise**

##### **Activity 1: Train the Trainer Workshop**

Target Date: must be completed by June 2011

##### **Activity 2: Mentoring and Advising the Consultancy Team**

Target Date: A. must be completed by May 2012  
B. must be completed by March 2012  
C. must be completed by March 2012  
D. must be completed by June 2011  
E. must be completed by January 2012  
F. must be completed by November 2011

##### **Activity 3: Final Conference**

Target Date: must be completed by April 2012



## **6. Requirements**

### **6.1 - Personnel**

#### **6.1.1 Other Experts**

CVs for experts other than the key expert are not required at tender submission stage but may be requested pre or post signing of the contract.

The service provider shall select and hire other experts as required. For the purposes of this contract, international experts are considered to be those whose ordinary residence is outside the beneficiary country while local experts are considered to be those whose ordinary residence is in the beneficiary country.

The service provider should pay attention to the need to ensure the active participation of local professional skills where available, and a suitable mix of international and local staff in the project teams. All experts must be independent and free from conflicts of interest in the responsibilities accorded to them.

The selection procedures used by the service provider to select these other experts shall be transparent, and shall be based on pre-defined criteria, including professional qualifications, language skills and work experience. The findings of the selection panel shall be recorded. The selection of experts shall be subject to approval by the Contracting Authority.

Note that civil servants and other staff of the Public Service of the beneficiary country cannot be recruited as experts (see sub-article 9.5 of the General Conditions).

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

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

### **6.2 - Accommodation**

Office accommodation of a reasonable standard and of approximately 10 square metres for each expert working on the contract is to be provided by the service provider. No office space will be provided by the Contracting Authority, and thus the costs of the office accommodation are to be covered by the bidder in the global price provided for this contract.

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

The service provider 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. It must also transfer funds as necessary to support its activities under the contract and to ensure that its employees are paid regularly and in a timely fashion.

If the service provider 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 Contracting Authority / beneficiary country as part of this service contract or transferred to the Contracting Authority / 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)*

Interim progress reports must be prepared for the activities (as detailed in the Special Conditions) during the period of execution of the contract. They must be accompanied by a corresponding invoice. Every invoice issued should contain the amount in Euro net of VAT, the VAT component and the Total. **All service providers are to be in a possession of a VAT number.**

There must be a final progress report and final invoice at the end of the period of execution. The draft final progress report must be submitted at least one month before the end of the period of execution of the contract. Note that these interim and final progress reports are additional to any required in Section 4.2 of these Terms of Reference.

### 7.2 - Submission & approval of progress reports

**TWO** copies of the progress reports referred to above must be submitted to the Executive Director identified in the contract. The progress reports must be written in English. The Executive Director is responsible for approving the progress reports. Note that other reports beside these interim and final reports may be requested by the Executive Director.

## 8. Monitoring and Evaluation

### 8.1 - Definition of Indicators

The approval of the Executive Director is to be sought prior to any final decision taken by the service provider. The Executive Director shall be informed about the progress of the work and shall be given any information requested upon a simple verbal/written request.

### 8.2 - Special Requirements

8.2.1. The Service Provider shall ensure the application of the principle of gender equality in the carrying out of the Contract, and shall thus, inter alia, refrain from discriminating on the basis of sex, marital status or family responsibilities.

8.2.2. The principle of gender equality entails, inter alia, that there shall be no discrimination whatsoever on the grounds of sex in the conditions, including selection criteria, for access to all jobs or posts, whatever the sector or branch of activity, and to all levels of the occupational hierarchy. The principle of equal pay for the same work or work of equal value shall apply.

8.2.3. The Service Provider shall thus manage the work, give promotions, distribute tasks, offer training opportunities, and arrange the working conditions on the basis of the worker's performance and, or track record or qualifications and not his or her sex, familial or other status, and this in accordance with all relevant national and European laws and regulations relating to employment and equality.

8.2.4. In carrying out his or her obligations in pursuance of this contract, the Service Provider shall therefore be bound to ensure an equal distribution of the sexes in the different occupational levels. If this for some reason will not be possible, and therefore the distribution is unbalanced in favour of either one of the sexes, the Service Provider is required to submit a proper and detailed explanation to justify such imbalances.

8.2.5. The Service Provider must prove that all due diligence has been taken by his/her organisation in order to promote equality and avoid discrimination. In this regard, the implementation of a written equal opportunities policy which has been duly explained to all those concerned, shall be considered to be an indication of such due diligence.

# VOLUME 3 SECTION 2 - TENDERER'S TECHNICAL OFFER (ORGANISATION & METHODOLOGY)

To be completed by the tenderer

## 1. RATIONALE

- Any comments on the Terms of reference of importance for the successful execution of activities, in particular its objectives and expected results, thus demonstrating the degree of understanding of the contract. **Any comments contradicting the Terms of reference or falling outside their scope will not form part of the final contract**
- An opinion on the key issues related to the achievement of the contract objectives and expected results
- An explanation of the risks and assumptions affecting the execution of the contract

## 2. STRATEGY

- An outline of the approach proposed for contract implementation
- State the measures which will be taken to ensure equality mainstreaming throughout the project
- An explanation on the measures taken and considerations made throughout the execution of the project to protect the environment.
- A list of the proposed activities considered to be necessary to achieve the contract objectives
- The related inputs and outputs
- In the case of a tender being submitted by a consortium, a description of the input from each of the consortium partners and the distribution and interaction of tasks and responsibilities between them
- A description of the support facilities (back-stopping) that the team of experts will have from the contractor during the execution of the contract
- A description of sub-contracting arrangements foreseen, if any and within the limit indicated in clause 3 of the Instructions to tenderers, with a clear indication of the tasks that will be entrusted to a sub-contractor and a statement by the tenderer guaranteeing the eligibility of any sub-contractor

## 3. TIMETABLE OF ACTIVITIES

- The timing, sequence and duration of the proposed activities, taking into account mobilisation time
- The identification and timing of major milestones in execution of the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the Terms of reference

## VOLUME 4 - FINANCIAL BID

Global price for External Expert as outlined in the Tender Document, Ref: DT-NCPE/04/2011:

| Description          | Price inclusive of all taxes but excluding VAT<br>Amount in Euro (€)             | VAT<br>Amount in Euro (€)                                                        | Total inclusive of VAT<br>Amount in Euro (€)                                     |
|----------------------|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| [insert Description] | €.....<br>Amount in Words:<br>.....<br>.....<br>.....<br>.....<br>.....<br>..... | €.....<br>Amount in Words:<br>.....<br>.....<br>.....<br>.....<br>.....<br>..... | €.....<br>Amount in Words:<br>.....<br>.....<br>.....<br>.....<br>.....<br>..... |

## VOLUME 5 - OTHER DOCUMENTS

(Other documents that the tenderer might wish to attach to the tender document)

### List of documents attached

| No  | Name | Document No |
|-----|------|-------------|
| 1.  |      |             |
| 2.  |      |             |
| 3.  |      |             |
| 4.  |      |             |
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