



MALTA HOTELS
& RESTAURANTS
ASSOCIATION

REFERENCE NUMBER: MHRA/ESF/01/2021

CARRYING CAPACITY STUDY OF TOURISM IN THE MALTESE ISLANDS

This project is being financed through local budget/EU funds.

IMPORTANT:

- No Bid Bond is requested for this tender.

Date Published: 11th August, 2021

Deadline for Submission: 3rd September, 2021

at 12:30pm
CET/CEST

Tender Opening: 3rd September, 2021

At 1:00pm
CET/CEST

IMPORTANT

The Malta Hotels & Restaurants Association (MHRA)

Address: 2, Triq il-Gallina, San Gwann, Tel. 21318133, Email: mhra@mhra.org.mt



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



Table of Contents

Table of Contents	2
SECTION 1 - INSTRUCTIONS TO TENDERERS	3
1.	3
2. Timetable	4
3. Lots	4
6. Clarification Meeting/Site Visit/Workshop.....	5
7. Selection and Award Requirements	5
8. Tender Guarantee (Bid bond)	Error!
Bookmark not defined.	
9. Criteria for Award	6
SECTION 2 -	11
SECTION 3 - SPECIAL CONDITIONS	14
SECTION 4 -SPECIFICATIONS/TERMS OF REFERENCE (Note 3)	18
SECTION 5 - SUPPLEMENTARY DOCUMENTATION	27
5.1 - Draft Contract Form.....	27
5.2 - Glossary	27
5.3 - Specimen Performance Guarantee.....	Error! Bookmark not defined.
5.4 - Specimen Tender Guarantee (Bid Bond) - where applicable	27
5.4 - General Conditions of Contract	27

~~~~~

## SECTION 1 - INSTRUCTIONS TO TENDERERS

### 1. General Instructions

- 1.1 In submitting a tender, the tenderer accepts in full and in its entirety, the content of this tender document, including subsequent Clarifications issued by the Non Governmental Organisation (NGO), whatever the economic operator's own corresponding conditions may be, which through the submission of the tender is waived. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document. These Instructions to Tenderers complement the General Rules Governing Tenders for NGOs.

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

**Prospective tenderers must submit their offer by depositing it in the tender box, located at *address of NGO*. Prospective tenderers take full responsibility to submit their offer by the set tender submission deadline**

**Note:**

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

The Estimated Procurement Value for this Call for Tenders has been based on comprehensive research including appropriate financial analysis. In the context of this procurement, the Estimated Procurement Value, based on market research, is that of € 88,000.00 excluding VAT.

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

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

- 1.2 The subject of this tender is to conduct a Carrying Capacity Study of Tourism in the Maltese Islands. The study will examine the sustainability of the Maltese tourism sector with a view of providing concrete policy recommendations for long term sustainability of the Maltese tourism sector. The study will, in particular assess the accommodation supply which is very influential on the development of the sector and which has long-term implications on sustainability of the sector. The study will identify the current baseline situation, identify gaps and challenges, highlight opportunities, and propose recommendations. These recommendations will help facilitate the continued dialogue among policy makers and stakeholders, aiming towards the sustainable development of Malta's tourism sector, which is a key economic sector, representing around 24% of Malta's GDP, (direct and indirect impact). The framework of the study aims at optimizing tourism activity by increasing benefits whilst minimizing the adverse impacts. The key performing indicators of the study will also help to monitor developments of the sector over the years to come.

This will be a comprehensive study which considers all aspects of sustainable development: environmental, economic, and social. It will assist the process of policy

## Version 1.2 NGO procurement document

making, through tangible policy recommendations which will improve the quality and sustainability of the sector.

- 1.3 The place of acceptance of the services shall be The Malta Hotels and Restaurants Association Head Office. the time-limits for the execution of the contract shall be 120 Calendar Days, from the last signature of the contract and which may be extended by a further 30 days if required and the INCOTERM<sup>2020</sup> applicable shall be **Delivery Duty Paid (DDP)**.
- 1.4 This is a global price contract.
- 1.5 This call for tenders is being issued under an open procedure.
- 1.6 The beneficiary of this tender is *The Malta Hotels and Restaurants Association (MHRA)*.
- 1.7 This tender is not a reserved contract

## 2. Timetable

2.

|                                                                                                                                                                                          | DATE                           | TIME      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-----------|
| Deadline for request for any additional information from the NGO<br><br><b>Clarification requests should be addressed to:<br/><a href="mailto:mhra@mhra.com.mt">mhra@mhra.com.mt</a></b> | 22 <sup>nd</sup> August 2021   | 12:30 hrs |
| Last date on which additional information can be issued by the NGO                                                                                                                       | 26 <sup>th</sup> August 2021   | 12:30 hrs |
| Deadline for submission of tenders/Tender opening session (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering for NGOs)                          | 3 <sup>rd</sup> September 2021 | 12:30 hrs |

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

## 3. Lots

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

## 4. Variant Solutions

- 4.1 Variant solutions are not permissible.

## ***5. Financing***

- 5.1 The project is *co-financed* by the European Union/Government of Malta, in accordance with the rules of European Social Fund programme.
- 5.2 The Contracting Authority of this tender is *The Malta Hotels and Restaurants Association (MHRA)*.

## ***6. Clarification Meeting/Site Visit***

- 6.1 No clarification meeting/site visit is planned.

## ***7. Selection and Award Requirements***

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

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

Economic Operators are to complete the Eligibility Section through the ESPD and the necessary documents as follows: <sup>(Note2)</sup>

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

- (ii) Information re Joint Venture/Consortium <sup>(Note 2)</sup>

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

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

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

- (i) Tenderer's Technical Offer in response to specifications. <sup>(Note 3)</sup>

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

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

**(D) Financial Offer**

- (i) The Tender Form and Tenderer's Declaration are to be completed and submitted with the offer

- (ii) A financial offer is to be submitted by filling in **Financial Bid Form**, and is to be calculated on the basis of **Delivered Duty Paid (DDP)<sup>2020</sup> (Grand Total)** for the **services** tendered. [inclusive of spare parts/after-sales services/maintenance/training as applicable] <sup>(Note 3)</sup>

**Notes to Clause 7:**

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

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

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

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

**9. Criteria for Award**

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

Each technical offer will be evaluated in accordance with the award criteria and the associated weighting as detailed in the evaluation grid of this tender document (Article 9.3). No other award criteria will be used. The award criteria will be examined in accordance with the requirements as indicated in the Technical Specifications.

## 9.2 The evaluation process

At this step of the evaluation process, the Evaluation Committee will analyze the administratively compliant tenders' technical conformity in relation to the published Terms of Reference/Technical Specifications (Section 4).

When evaluating technical offers, each evaluator awards for each criterion/sub-criterion a score out of a maximum of 100 in accordance with the technical criteria and any sub-criteria as outlined in the evaluation grid. The score given to the criterion/ sub criterion (out of 100) will be multiplied by the weighting indicated against each criterion/ sub criterion.

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

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

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

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

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

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

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

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

## Overall Best Price Quality Ratio (BPQR) evaluation

Conclusion of tender evaluation under BPQR:

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

Where:

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

### 9.3 Evaluation Grid

| Criteria/ Sub Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Weighting (%)                                                                                                                                                                                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Rationale                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 10                                                                                                                                                                                                                                                  |
| <p>Sub-Criterion A:</p> <p>A review of approximately 500-600 words of the Terms of Reference in Section 4.2 by the contractor vis-à-vis the specific objectives (Section 2.2) of the tender and the results to be achieved by the Contractor (Section 2.3), thus demonstrating a degree of understanding of the contract.</p> <p>Marks will be given as follows:<br/>(The EO's submission should not only indicate what is already in the tender document but should go over and above to show a clear understanding of the purpose of this tender.)</p> <ul style="list-style-type: none"> <li>• Review of the specific objectives of the Tender showing a clear understanding of the specified objectives listed in the Terms of Reference. (7 Marks)</li> </ul> <p><i>For the 'Specific Objectives' criteria, a '0' score (implying that the bidder shall be disqualified) shall be allotted if the Economic Operator does not provide as a minimum a simple list of each objective mentioned in Section 2.2.</i></p> <ul style="list-style-type: none"> <li>• Review of each of the results to be achieved by this contract as listed in Section 2.3.</li> </ul> <p><i>For the 'Results to be achieved by the Contractor' criteria, a '0' score (implying that the bidder shall be disqualified) shall be allotted if the Economic Operator does not provide as a minimum a simple list of each result mentioned in Section 2.3. (3 Marks)</i></p> | <p>Maximum 10 marks</p> <p>The review of the specific objectives will be allocated 7 marks of the total marks allocated to this section</p> <p>The review of the results will be allocated 3 marks of the total marks allocated to this section</p> |



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                            |
| <p><b>2. Strategy</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <p><b>80</b></p>                                                                                                                                                                                                                                           |
| <p>Sub-criterion A: (mandatory)<br/> A descriptive report (of approximately 900 - 1000 words) which provides a thorough understanding of the activities planned under this contract with respect to the contract objectives as per Terms of Reference article 4.2.<br/> Marks for understanding of Activities 1.1 - 1.8 will be given as follows:</p> <ul style="list-style-type: none"> <li>• Activity 1.1 - The general methodology proposed based on the literature review carried out 2 marks</li> <li>• Activity 1.2 - Baseline &amp; Gap Analysis 4 marks</li> <li>• Activity 1.3 - Trend Forecasting 4 marks</li> <li>• Activity 1.4 - Impact &amp; Constraints Mapping 4 marks</li> <li>• Activity 1.5 - Identify the implications arising from Spatial limitations and the host community/residents' tolerance level 4 marks</li> <li>• Activity 1.6 - Destinations, Attractions &amp; Tourism Asset Eco-system Mapping 4 marks</li> <li>• Activity 1.7 - Trends &amp; Opportunities 4 marks</li> <li>• Activity 1.8 - Recommendations &amp; Validation of Conclusions 4 marks</li> </ul> <p><i>For the 'Understanding of Activities 1.1 - 1.8' criteria, a '0' score (implying that the bidder shall be disqualified) shall be allotted if the Economic Operator does not provide as a minimum a simple list of each activity mentioned in Terms of Reference Article 4.2.</i></p> | <p>Maximum 30 marks</p> <p>2 marks will be allocated to Activity 1.1 whereas the remaining marks will be divided equally (i.e 4 marks for each activity) among activities 1.2-1.8 mentioned in Section 4.2 of the Terms of Reference.</p>                  |
| <p>Sub-criterion B: (mandatory)<br/> A descriptive report (of approximately 500 words) identifying the major milestones to be achieved in the execution of this contract and a description of the approach proposed to undertake the 8 activities (1.1 - 1.8) by the Contractor in connection to the achievement of the contract objectives, as per Terms of Reference Article 2<br/> The identification of the major milestones for Activities 1.1 - 1.8 will be given as follows:</p> <ul style="list-style-type: none"> <li>• Activity 1.1 - The general methodology proposed based on the literature review carried out (1 mark)</li> <li>• Activity 1.2 - Baseline &amp; Gap Analysis (2 marks)</li> <li>• Activity 1.3 - Trend Forecasting (2 marks)</li> <li>• Activity 1.4 - Impact &amp; Constraints Mapping (2 marks)</li> <li>• Activity 1.5 - Identify the implications arising from Spatial limitations and the host community/residents' tolerance level (2 marks)</li> <li>• Activity 1.6 - Destinations, Attractions &amp; Tourism Asset Eco-system Mapping (2 marks)</li> <li>• Activity 1.7 - Trends &amp; Opportunities (2 marks)</li> <li>• Activity 1.8 - Recommendations &amp; Validation of Conclusions (1 mark)</li> </ul>                                                                                                                                           | <p>Maximum 20 marks</p> <p>1 mark will be allocated to Activity 1.1 and Activity 1.8 whereas the remaining points will be divided equally (i.e 2 marks for each activity) among activities 1.2-1.7 mentioned in Section 4.2 of the Terms of Reference.</p> |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Sub-criterion C: (mandatory)</p> <p>The EO must provide the following Key Experts, as per educational and professional qualifications of the Key Experts as per Article 6.1 of the Terms of Reference. The EOs are to fill in the Key Expert Forms clearly identifying the respective role of each of the below 2 Key Experts. The role of the respective key experts cannot be fulfilled by the same individual. In addition, the Statement of Exclusivity and Availability Form, the Self- Declaration Form relating to public employees (if applicable), the CVs the Key Experts and copy of qualification and MQRIC statement if a foreign qualification is to be submitted.</p> <ul style="list-style-type: none"> <li>• Key Expert 1: Research Expert<br/>The Research Expert shall as a minimum possess a recognised Bachelor' s qualification at MQF Level 6 (or equivalent) in one of the following areas Tourism Studies, Business, Management, International Studies, Sociology, Public Policy, Law, European Studies</li> <li>• Key Expert 2: Research Coordinator<br/>The Research Coordinator shall as a minimum possess a recognised Bachelor' s qualification at MQF Level 6 (or equivalent) in one of the following areas Tourism Studies, Business, Management, International Studies, Sociology, Public Policy, Law, European Studies</li> </ul> <p><i>For the 'Experts' criteria, a '0' score (implying that the bidder shall be disqualified) shall be allotted if the Economic Operator does not provide a minimum of:</i></p> <ul style="list-style-type: none"> <li>○ Key Expert 1 - MQF Level 6 (or equivalent)</li> <li>○ Key Expert 2 - MQF Level 6 (or equivalent)</li> </ul> | <p>Maximum 5 Marks</p> <p>As per gradation</p> <p>Key Expert 1 : Research Expert<br/>MQF Level 6 (or equivalent) (2 marks)<br/>MQF Level 7 (or equivalent) (4 marks)<br/>MQF Level 8 (or equivalent) (5 full marks)</p> <p>Maximum 5 Marks</p> <p>As per gradation</p> <p>Key Expert 2: Research Coordinator<br/>MQF Level 6 (or equivalent) (2 marks)<br/>MQF Level 7 (or equivalent) (4 marks)<br/>MQF Level 8 (or equivalent) (5 full marks)</p> |
| <p>Sub-criterion D: (mandatory)</p> <p>A report (of approximately 900 words) explaining and giving an in-depth insight of the methodology to be adopted to carry out the comprehensive consultation process involving the various industry players (private, government, NGO etc.)</p> <ul style="list-style-type: none"> <li>• Consultation Process- a description of which entities (both private and Governmental) the bidder intends on consulting in carrying out this research study. The contractor must mention these entities and explain why these particular entities have been chosen.(5 marks) Furthermore, the extent of their involvement must be clearly defined. (5 marks)</li> <li>• Data Collection Methodology - In addition to the data collected through desk research, in carrying out this research study, the research team must carry out original research in the form of interviews/questionnaires. The</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <p>Maximum 10 Marks</p> <p>The review of the consultation process will be allocated a total of 10 marks with 5 marks allocated to the description of the external entities involved in the study and the remaining 5 marks based on the extent of the involvement of these entities.</p> <p>Maximum 10 Marks</p> <p>The review of the data collection methodology will be allocated 10</p>                                                          |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>interviews/questionnaires can be carried out in person or virtually.</p> <p>Bidders must explain how they intend on carrying out these interviews/questionnaires (5 marks), which entities will be asked to participate and the total number of interviews/questionnaires which will be carried out. (5 marks)</p>                                                                                                                                                                                                                                                                                                           | <p>marks in total with the first 5 marks allocated to the method in which interviews/questionnaires will be carried out and the final 5 marks for the entities which will be asked to participate in these data gathering exercises and the number of interviews/questionnaires carried out.</p>                                                                                                                  |
| <p><b>3. Timetable of Activities</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <p><b>10</b></p>                                                                                                                                                                                                                                                                                                                                                                                                  |
| <p>Sub-criterion A: (mandatory)</p> <p>A Gantt Chart or similar project management network diagram, outlining:</p> <ul style="list-style-type: none"> <li>- the timing (3 marks)</li> <li>- the sequence (3 marks)</li> <li>- and duration of the activities under this contract (4 marks)</li> </ul> <p>taking into account the requirements and timeframes of the Terms of Reference).</p> <p><i>For the 'Timetable of Activities' criteria, a '0' score implying that the bidder shall be disqualified) shall be allotted if the Economic Operator does not meet the minimum requirements of the Terms of Reference.</i></p> | <p>Maximum 10 Marks</p> <p>3 marks will be awarded for Gantt Charts which present an outline of the timing of each activity.</p> <p>6 marks will be awarded for Gantt Charts which clearly defines the timing and sequence on each activity.</p> <p>A maximum of 10 marks will be awarded for presenting a Gantt Chart which clearly presents and defines the timing, sequence and duration of each activity.</p> |
| <p><b>Total Criteria Weight</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <p><b>100</b></p>                                                                                                                                                                                                                                                                                                                                                                                                 |

## SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

### Part X of the Public Procurement Regulations

270. Any tenderer or candidate concerned, or any person, having or having had an interest or who has been harmed or risks being harmed by an alleged infringement or by any decision taken including a proposed award in obtaining a contract, a rejection of a tender or a cancellation of a call for tender after the lapse of the publication period, may file an appeal by means of an objection before the Review Board, which shall contain in a very clear manner the reasons for their complaints.

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

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

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

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

275. The NGO involved, as the case may be, shall be precluded from concluding the contract during the period of ten calendar days allowed for the submission of appeals. The award process shall be completely suspended if an appeal is eventually submitted.

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

- (a) any decision by the General Contracts Committee or the Special Contracts Committee or by the NGO shall be made public by affixing it to the notice-board of the same NGO as the case may be or by uploading it on Government's e-procurement platform prior to the award of the contract if the call for tenders is administered by the NGO;
- (b) the appeal of the complainant shall also be affixed to the notice-board of the Review Board and shall be communicated by fax or by other electronic means to all participating tenderers;
- (c) the NGO and any interested party may, within ten calendar days from the day on which the appeal is affixed to the notice-board of the NGO and uploaded if/where applicable on the Government's e-procurement platform, file a written reply to the appeal. These replies shall also be affixed to the notice-board of the Review Board and where applicable it shall also be uploaded on the Government's e-procurement platform;
- (d) within three working days of the publication of the replies, the Secretary of the Review Board shall prepare a report (the Analysis Report) analysing the appeal and any reply to it. This report shall be circulated to the persons who file an appeal and to all parties who submitted a reply to the appeal;
- (e) after the preparatory process is duly completed, the Director or the Head of the NGO shall forward to the Chairman of the Review Board all documentation pertaining to the call for tenders in question including files, tenders submitted, copies of deposit receipts and any motivated letter;
- (f) The secretary of the board shall inform all the participants of the call for tenders, the NGO of the date or dates as the case maybe when the appeal will be heard;
- (g) When the oral hearing is concluded, the Public Contracts Review Board, if it does not deliver the decision on the same day, shall reserve decision for the earliest possible date to be fixed for the purpose, but not later than six weeks from the day of the oral hearing:

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

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

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

## SECTION 3 - SPECIAL CONDITIONS

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

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

### Article 2: Notices and Written Communications

- 2.4 Further to what is stated in the General Conditions, any communication should be made to: Project Leader (ESF 4.148), Malta Hotels and Restaurants Association,  
2, Triq il-Gallina, San Gwann,  
Email: mhra@mhra.org.mt

### Article 5: Supply of Information

- 5.1 As per General Conditions.

### Article 6: Assistance with Local Regulations

- 6.1 As per General Conditions.

### Article 7: Obligations of the Contractor

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

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

13.2 Not Applicable

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

14.3 As per General Conditions.

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

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

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

16.4 As per General Conditions.

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

18.1 Performance of the contract is to commence upon date of final signature of the contract.

18.2 Specify the performance period(s) according to the date stipulated in the previous sub-Article 18.1.

The period of execution of tasks shall commence on the date fixed in accordance with Article 18.1 and shall be for a period of 120 days which may be extended by a further 30 days if required.

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

19.2 The contractor acknowledges that performance of his/her obligations within the stipulated time limit(s) is crucial for the purposes of ensuring that the Contracting Authority achieves the desired outcomes of this Contract, which form the basis of a larger project. Accordingly, the contractor agrees that if the contractor fails to provide the report within the time limit(s) specified in the contract the Contracting Authority shall, without further notice and without prejudice to its other remedies under the contract, be entitled to liquidated damages of €250 daily to a maximum of 15% of the total value of the contract.

## Article 20: Amendment of the Contract

20.2 As per General Conditions.

## Article 24: Interim and Final Progress Reports

24.1

Further to the provisions of the General Conditions, three Interim progress reports must be prepared and submitted; the first upon the completion and approval by the MHRA of the methodology and literature review, the second report upon completion and approval of the Trend Baseline and Gap Analysis, Forecasting, Impact and Constraints Mapping, Implication, Eco-system Mapping and Trends and Opportunities and the final interim report upon the completion and approval of the Recommendations. Each report must be accompanied by a corresponding invoice for the first, second and third instalment respectively. Each invoice issued should contain the amount in Euro net of VAT, the VAT component and the Total. All contractors are to be in possession of a VAT number. The approved interim reports should be submitted in two (2) hard copies and one (1) soft copy versions to the MHRA.

A draft final technical report must be submitted on completion of the research report prior to the end of the period of execution of the contract. Following approval of the final technical report by MHRA, a final invoice covering final payment shall be issued by the Contractor. The Final technical report must explain how each activity was carried out and how the necessary responsibilities were met. This report must be supplied in two (2) hard copies and one (1) soft copy versions to the MHRA including also any physical evidence such as: original copies of the interviewing sheets used (where applicable); examples of interviewing transcripts (where applicable); and Bibliographies lists.

Note that the interim and final technical reports are additional to any other reports required in Section 4.2 of the Terms of Reference.

MHRA reserves the right to request further progress reports at any stage of the execution of the contract should the need arise. The above requested reports must be sufficiently detailed and must demonstrate a clear link between the activities carried out and the contract obligations. The progress reports must be delivered within time periods as agreed

## Article 26: Payments and Interest on Late Payment

26.1 This is a global-price contract.

### Global Price Contract

| Narrative | Percentage (%) |
|-----------|----------------|
|-----------|----------------|



|                                                                                                                                                                                        |                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| First Payment - To be Paid upon completion, submission and approval of the Research Literature Review and Methodology.                                                                 | 20%                                                                                                                                                                                                                                   |
| Payment 2 - Conclusion, Delivery & Approval of Trend Baseline and Gap Analysis, Forecasting, Impact & Constraints Mapping, Implications, Eco-system Mapping and Trends & Opportunities | 30%                                                                                                                                                                                                                                   |
| Payment 3 - Conclusion, Delivery & Approval of Recommendations.                                                                                                                        | 20%                                                                                                                                                                                                                                   |
| Balance                                                                                                                                                                                | 30%of the remaining contract value stated within 30 days of the approval by the Contracting Authority. A final progress report shall accompany the final invoice. Such approval or rejection may not be delayed by more than 30 days. |
| <b>TOTAL</b>                                                                                                                                                                           | <b>100%</b>                                                                                                                                                                                                                           |

26.2 As per General Conditions.

**Article 27: Pre-Financing Guarantee**

27.2 Not applicable.

**Article 30: Revision of Prices**

30.1 As per General Conditions.

**Article 32: Breach of Contract**

Where the results of any enquiry or investigation identifies losses, damages or claims incurred by the Contracting Authority in consequence of a breach of contract by the Contractor or any Sub-Contractor, the Contracting Authority shall be entitled to deduct from any sums held by the Contracting Authority (and which would otherwise be payable to the Contractor) both the value of such losses, damages or claims attributable to the Contractor and the cost of the enquiry or investigation. Where the Contracting Authority does not hold any such sums from which deductions may be made, such sums may be recovered from the Contractor as a civil debt, or from any sum held by the Contracting Authority in relation to any other contract between the Contracting Authority and the Contractor.

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

**Note:**

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

### *1. Background Information*

#### **1.1 - Beneficiary Country**

Malta

#### **1.2 - NGO**

The Malta Hotels and Restaurants Association (MHRA)

#### **1.3 - Relevant Country Background**

The tourism sector is a key part of Malta's economy, contributing to roughly 24% of the country's GDP when accounting for spill over effects into other areas. In the last 20 years, the Maltese Islands have undergone significant transformation in terms of economic diversification, population numbers, tourist numbers, quality of infrastructure, and so on. Despite the economic changes, tourism has always maintained its status as one of Malta's key sectors, despite the significant growth of other economic sectors that developed over the years. This highlights the importance of ensuring the long-term sustainability of the tourism sector.

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

Due to Malta's small size and naturally limited resources, growing tourist figures are increasingly putting a strain on the country's infrastructure (such as transport, drainage systems, waste management, beaches, and so on,) it can also constrain the use of recreational facilities and public services, that are also shared by the local inhabitants, this in addition to the strains experienced by residents as a result of a significant increase in private rented accommodation taking place on year-round basis, which is sometimes seen as an intrusion in the private life of locals. This problem is compounded further by a sharp increase in rental values of residential properties. Research will be conducted as part of this study in order to assess the tolerance level of the local community to avoid the risk of the community becoming hostile towards tourists, if left unchecked. The study will identify areas where we have reached, or are close to reaching saturation points, which can give rise to pressures on the infrastructure and conflicts with local inhabitants amongst other concerns. The study will identify potential limiting factors and associated risks.

In this regard, tourism policy needs to take into account these important factors which will have a bearing on the long-term sustainability of Malta's tourism sector, and guide development of tourism on the basis of a long-term sustainable framework and aim at optimizing tourism activity by increasing benefits whilst minimizing any adverse impacts. This is crucial for the sector to continue to grow without having significant adverse social and environmental effects.

Furthermore, identifying this vision will enable policymakers and stakeholders to identify the labour supply needs and specific skills needed for current and future workers in the sector, helping inform curricula, lifelong learning and employee programmes, and other training.

The above must all be analysed in the context of the economic repercussions of Covid-19 on this sensitive sector.

## 1.5 - Related Programmes and Donor Activities

Not applicable

## 2. Contract Objectives and Expected Results

### 2.1 - Overall Objectives

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

- To analyse the sustainability of the Maltese tourism sector.
- To establish the preferred development scenario for the coming years.
- To facilitate continued policy dialogue between stakeholders and policymakers.
- To draw a tangible recommendation improving the quality and sustainability of the sector, taking into consideration the social and environmental impact in the context of long-term sustainability.

### 2.2 - Specific Objectives

The objectives of this contract [which are not necessarily those of the project] are as follows:

- To assess existing and prospective socio-economic and environmental impacts of tourism, and the effects of further tourism growth.
- To facilitate further development and evolution of Malta's tourism sector.
- The study will have to take into account the impact of Covid-19 on the tourism sector.
- To identify existing tourist bed supply.
- To carry out an analysis of new applications to establish the likely increase of bed supply over the coming years.
- To map out implications associated with additional and potential oversupply of beds.
- To propose recommendations for a strategic way forward are to be made on the basis of an analysis the information findings and collection of data.
- The study will also help inform a series of workshops with stakeholders, including employees, focusing on the main areas which emerge from the study.

### 2.3 - Results to be Achieved by the Contractor

The results to be achieved by the contractor are the following:

One research report which includes:

- I. A baseline and gap analysis of the current scenario.
- II. The identification of emerging trends in the industry.
- III. The identification of current and potential supply side capacity constraints.
- IV. The impact of Spatial limitations and the host community/residents' tolerance level.
- V. Destinations, Attractions & Tourism Asset Eco-system Mapping.
- VI. The identification of opportunities to address the key constraints.
- VII. Key findings and recommendations to policy makers.

### ***3. Assumptions and Risks***

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

The study will mainly be based on updated national data and specific surveys. Assumptions will have to be made in relation to the developments of trends and tourist behaviour. In terms of forecast of tourist arrivals this is another volatile area especially because of the uncertainties within the airline sector, and assumptions have to be made as the results published by global institutions on the subject are sometimes conflicting.

#### **3.2 – Risks**

The volatility of the sector during the recovery period post the pandemic period can distort and change the course of tourism development as we know it, and therefore proposed development scenarios will be based on certain assumptions that may change, which can affect the entire sector.

### ***4. Scope of the Work***

#### **4.1 – General**

##### **4.1.1 Project Description**

The purpose of the project is to carry out a study into the sustainability of the Maltese tourism sector. It will identify the baseline situation, identify gaps and challenges, highlight opportunities, and propose recommendations. The latter will help facilitate further development and evolution of Malta's tourism sector, which is a key economic sector. The study will analyse the impact Covid-19 has had, and will have, on the tourism sector in the short-medium term, especially in terms of existing and future bed supply, and the implications associated with over supply. It will facilitate continued policy dialogue with stakeholders and policymakers to present tangible recommendations improving the quality and sustainability of the sector, while limiting its social and environmental impact and enhancing its long-term growth in terms of jobs and skills. The study will also help inform a series of workshops targeting employees, focusing on the main areas which emerge from the study.

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

Malta & Gozo

##### **4.1.3 Target Groups**

All tourism stakeholders private & public sector

## 4.2 - Specific Activities

In carrying out all of the below activities, the contractor must observe the latest visibility guidelines concerning acknowledgement of EC financing of the project. Furthermore, it is imperative that the research study includes gender disaggregated data. Additionally, any focus groups, interviews etc. are equally accessible to both males and females and persons with disabilities.

### **Activity 1 - Literature Review and Methodology**

Within three weeks from the last signature date on the contract or as otherwise indicated by the MHRA, the contractor is expected to provide a literature review. Furthermore, also within this three-week period, the contractor must develop the methodology required to carry out the research and liaise with the MHRA project management team throughout this process.

### **Activity 2 – Research Study**

The comprehensive study will have to consider all aspects of sustainable development: environmental, economic, and social.

More specifically, the study will feature seven principal aspects:

- A. Baseline & Gap Analysis:** Establish a current baseline capacity assessment of the Maltese Islands' existing tourism product, assets and supporting infrastructure; including an evaluation of non-regulated accommodation, growth sectors such as cruise lines, international cultural events, heritage, corporate, and other market segments. This will also involve a review of current levels of utilisation of existing tourism infrastructure and country specific amenities (heritage sites, entertainment venues, coast, beaches, sport facilities, among others) to understand areas of current over- or under-utilisation. Moreover, tourism's impact on Malta's general infrastructure (waste treatment, drainage, energy, transport, among others) and the public sentiment surrounding tourism will be analysed. The baseline assessment will serve to identify any gaps and omissions in available approved data sources and make recommendations to address them.
- B. Trend Forecasting:** Identify and understand emerging sector trends relevant for Malta and its island context, based on desk-top literature reviews, precedent analysis, industry dialogues, research and a critical review of existing tourism statistics and growth forecasts. This should be accompanied with a profiling of the tourism experience across the value chain for defined tourist categories and demographics, including tourists with disabilities i.e. accessible tourism.

Following this profiling, a range of growth scenarios for each category and in aggregate, should be developed. This will lead us to a series of visionary scenarios that describe future-facing tourism offers and products capable of securing a significant share of higher-value visitor segments.

The impact of the Covid-19 pandemic on the tourism sector cannot be understated. This must be factored into any strategic review or study, not only during the initial 'recovery period' but also in the medium term, as it may take a number of years before Malta returns to the tourist arrival figures we were accustomed to before the pandemic. The pandemic will no doubt have a profound effect on travel behaviour and the recovery will probably take long (2), as it is expected to have significant negative economic repercussions for entrepreneurs as well as consumers across the globe. In addition to this, the pandemic may have instilled in people a fear to travel. This factor is not to be underestimated as it may contribute to lengthen the recovery period.

In addition to what was described above, the study must contemplate a medium-term scenario involving lower-volume operations with decreased airline connectivity, lower

accommodation occupancies, less crowded facilities, restrictions on mass events and the development of personalized guiding tools in lieu of traditional person-to-person interactions.

It can be expected that tourists will be more sensitive to large crowds and populated activities, with stricter hygiene protocols for all services provided. This will have an impact on tourism as we used to know it, and all service providers will need to adapt to these new realities which will also impinge on operating costs at a time when prices will be under pressure.

In a post-COVID-19 scenario, collective accommodation establishments are bound to face stiff competition from private rented accommodation providers, stand-alone units offered in the peer-to-peer platforms which will position themselves as better suited to guarantee social distancing.

- C. **Impact & Constraints Mapping:** linked to the previous aspect, this step involves identifying current and potential supply side capacity constraints relating to each of the growth demand scenarios for each tourist category (identified above) and the likely impact on the demand for economic and social infrastructure such as road usage and public transport, airport and ports, utilities such as energy and water supply, waste generation and treatment, together with public services such as healthcare, police, security and emergency.
  
- D. Identify the **implications arising from the two main limiting factors**, which are - Spatial limitations and the host community/residents' tolerance level. Underline the importance that we need to ensure that we do not exceed these limitations. The study may also indicate other limiting factors that have developed over the years, as a result of the unprecedented growth of the sector over the past ten years.
  
- E. **Destinations, Attractions & Tourism Asset Eco-system Mapping:** Identify, profile and spatially locate on existing Geographic Information System (GIS) that may be made available for the study, based platforms, relevant tourism destinations, tourist density dispersal flows and transport modes, spend and activity profile to inform the development of a tourist overload 'heat-map' to identify the most and least popular destinations and activities and identify sites for future development. Review these spatial patterns considering possible future scenarios.
  
- F. **Trends & Opportunities:** Identify opportunities to address the key constraints highlighted in the growth scenarios across the following fields: Regulation & Policy, Investment Priorities, large scale infrastructure needs, Private Sector Engagement, Land Use. Linked to these opportunities, the study will proceed to develop an economic assessment of the future employment levels and skill needs of the Maltese tourism sector, in relation to the Maltese labour market's ability to meet the sector's needs in the future.

Tying into the challenges posed by COVID-19, for the Maltese tourism product to remain competitive it is crucial that it is armed with market intelligence and that specific research is conducted in conjunction with the main stakeholders, to prepare the sector to adapt and implement to the necessary changes to maximise on market share. Malta will need to work on market-specific profiles of segments most likely to be amongst the earliest to start travelling once the situation eases. The study will seek to understand whether tourists will change their preferences post-covid19. Amongst other things, the contractor would have to look at socio-demographic and behavioural profiles of travellers; the development of package travelling versus independent travelling and dynamic packaging; assess types of accommodation which is more sought-after and direct accommodation suppliers accordingly; evaluate impact on the type of events and activities that may have become less appealing and look for activities that have may increase in popularity; look into effects on frequency and modes of travel and transport;

assess the perception on destinations that are likely considered overcrowded; and look at market segments that offer added value.

**G. Recommendations & Validation of Conclusions:** Present the key findings and opportunities in a final report, including recommendations to policymakers.

Policy makers and relevant stakeholders should be engaged both during the time the study is being conducted, and after its completion. A working group among stakeholders will be set up to discuss these recommendations. The latter will then be presented to Government in bilateral meeting(s). Furthermore, a business seminar will be organised during which the study and its findings will be presented, providing an opportunity for dialogue between tourism businesses, Government, and other stakeholders.

## 4.3 - Project Management

### 4.3.1 *Responsible Body*

The Malta Hotels and Restaurants Association (MHRA)

### 4.3.2 *Management Structure*

The management structure of the MHRA is entrusted to its Chief Executive Officer (CEO) who is also the Project Leader for this project. All-decision making processes must be approved by the CEO. Throughout the period of execution of the project, the Contractor is therefore expected to keep close contact with the CEO and the Project Manager or with any person delegated by the CEO for such purpose. In particular, the Contractor shall, at all times, keep the CEO and the Project Manager informed about the general progress of the project entrusted to them.

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

None.

## 5. Logistics and Timing

### 5.1 - Location

Malta & Gozo.

### 5.2 - Commencement Date & Period of Execution

The intended commencement date is the final signature of the contract and the period of execution of the contract will be 120 days from this date with the possibility of extending by a further 30 days. Article 18.1 of the Special Conditions will determine the actual commencement date and period of execution.

## **6. Requirements**

### **6.1 – Personnel & Key Experts**

The Service Provider must provide two (2) Key Experts for this project. A Key Expert cannot be responsible for more than one role for the scope of this project:

- **Key Expert 1: Research Expert**

The Research Expert shall as a minimum possess a recognised Bachelor's qualification at MQF Level 6 or equivalent in one of the following areas Tourism Studies, Business, Management, International Studies, Sociology, Public Policy, Law, European Studies.

- **Key Expert 2: Research Coordinator**

The Research Coordinator shall as a minimum possess a recognised Bachelor's qualification at MQF Level 6 or equivalent in one of the following areas Tourism Studies, Business, Management, International Studies, Sociology, Public Policy, Law, European Studies.

#### **6.1.1 Other Experts**

CVs for experts other than the key experts are not examined prior to the signature of the contract.

The Contractor shall select and hire other experts as required.

All experts must be independent and free from conflicts of interest in the responsibilities accorded to them.

The selection procedures used by the Consultant 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 NGO.

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

As appropriate.

### **6.2 – Accommodation**

Not applicable

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

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

### **6.4 – Equipment**

No equipment is to be purchased on behalf of the NGO as part of this service contract or transferred to the NGO at the end of this contract.



## **7. Reports**

### **7.1 - Reporting Requirements**

(Please refer/peg to Article 24 of the Special/General Conditions)

Three Interim progress reports must be prepared and submitted; the first upon the completion and approval by the MHRA of the methodology and literature review, the second report upon completion and approval of the Trend Baseline and Gap Analysis, Forecasting, Impact and Constraints Mapping, Implication, Eco-system Mapping and Trends and Opportunities and the final interim report upon the completion and approval of the Recommendations. Each report must be accompanied by a corresponding invoice for the first, second and third instalment respectively. Each invoice issued should contain the amount in Euro net of VAT, the VAT component and the Total. All contractors are to be in possession of a VAT number. The approved interim reports should be submitted in two (2) hard copies and one (1) soft copy versions to the MHRA.

A draft final technical report must be submitted on completion of the research report prior to the end of the period of execution of the contract. Following approval of the final technical report by MHRA, a final invoice covering final payment shall be issued by the Contractor. The Final technical report must explain how each activity was carried out and how the necessary responsibilities were met. This report must be supplied in two (2) hard copies and one (1) soft copy versions to the MHRA including also any physical evidence such as: original copies of the interviewing sheets used (where applicable); examples of interviewing transcripts (where applicable); and Bibliographies lists.

Note that the interim and final technical reports are additional to any other reports required in Section 4.2 of the Terms of Reference.

MHRA reserves the right to request further progress reports at any stage of the execution of the contract should the need arise. The above requested reports must be sufficiently detailed and must demonstrate a clear link between the activities carried out and the contract obligations. The progress reports must be delivered within time periods as agreed at the time. Failure to present such reports in due course may lead to the exercise of penalties as stipulated in the Special Conditions.

### **7.2 - Submission & approval of progress reports**

[Two (2) hard copies and one (1) soft copy of the progress reports referred to above must be submitted to the Project Leader or Project's Leader's delegated person identified in the contract. The progress reports must be written in English. The Project Leader or Project's Leader's delegated person is responsible for approving the progress reports.

## **8. Monitoring and Evaluation**

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

The approval of the CEO is to be sought prior to any final decision taken by the Contractor. The CEO shall be informed about progress of the work and shall be given any information requested upon a written request.

## 8.2 – Special Requirements

8.2.1. The Contractor shall ensure the application of the principle of gender equality in the carrying out of the Contract, and shall thus, inter alia, not discriminate on the basis of sex, marital status, family responsibilities, age, religion/belief, race/ethnic origin, sexual orientation, disability or gender identity, gender expression and sex characteristics.

8.2.2. The principle of equality entails, inter alia, that there shall be no discrimination whatsoever on the grounds of sex, marital status, family responsibilities, age, religion/belief, race/ethnic origin, sexual orientation, disability or gender identity, gender expression and sex characteristics 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 work of equal value shall apply.

8.2.3. The Contractor 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, marital status, family responsibilities, age, religion/belief, race/ethnic origin, sexual orientation, disability or gender identity, and this in accordance with all relevant national and European laws and regulations relating to employment and equality.

8.2.4. It is imperative that the research study includes gender disaggregated data. Additionally, any focus groups, interviews etc. are equally accessible to both males and females and persons with disabilities.

8.2.5 The Contractor must prove that all due diligence has been taken by his/her organisation in order to promote equality and avoid discrimination. In this regard, In their bid, Contractors must provide a copy of their equality policy (if available) or show how equality is mainstreamed within their own working procedures.

## SECTION 5 - SUPPLEMENTARY DOCUMENTATION

### *5.1 - Draft Contract Form*

### *5.2 - Glossary*

### *5.4 - Specimen Tender Guarantee*

### *5.4 - General Conditions of Contract*

The full set of General Conditions for Works Contracts, for Supplies Contracts and for Services Contracts (latest version as applicable on the date of the publication of this tender) can be viewed/downloaded from the 'Resources Section' at:

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

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

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

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

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