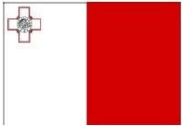


REFERENCE: GWU01/2021

TENDER FOR RESEARCH SERVICES AND THE DESIGN AND PRINTING OF A RESEARCH PAPER ON THE 'NATIONAL LIVING INCOME IN MALTA'



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



This project is being financed through EU funds.

IMPORTANT: No Bid Bond is requested for this tender.

Date Published: 28th of July 2021

Deadline for Submission: 31st August 2021 **at 09:30am CET/CEST**

Tender Opening: 31st August 2021 **At 10:00am CET/CEST**

IMPORTANT

General Workers' Union

Workers' Memorial Building, South Street, Valletta
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SECTION 1 – INSTRUCTIONS TO TENDERERS

1. General Instructions

1.1 In submitting a tender, the tenderer accepts in full and in its entirety, the content of this tender document, including subsequent Clarifications issued by the General Workers' Union (GWU), 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 the reception of the GWU's headquarters, *Workers' Memorial Building, South Street, Valletta*. 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 €58,474.57 excluding VAT.

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

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

1.2 The subject of this tender is the research for and production of a research paper on the introduction of a living income in Malta as part of the EU funded project ESF.04.160 – The Maltese Living Income, through the procurement of the following services:

- Participation in a one to one meeting between the Selected Bidder and the GWU as Contracting Authority to discuss the parameters of the research, the

scope of the project it is part of, the expectations of the Contracting Authority from the Selected Bidder

- Presentation of an inception report by the Selected Bidder outlining to the Contracting Authority the proposed detailed methodology for the research, to be compliant with the timeframes set by the Contracting Authority
- Research by interview of a minimum of 1,000 persons to be able to gather a reliable sample, on the introduction of a living wage in Malta. A list of stakeholders is to be provided by the Contracting Authority. The sample size and selection process to be used by the Selected Bidder is to be approved by the Contracting Authority.
- Research through five focus groups of minimum five persons each with specific target groups such as single parents and other vulnerable groups (the specific target groups will be provided by the Contracting Authority and the Selected Bidder will be expected to select a representative sample from these target groups)
- Desk research to analyse and compile the data into an economic and social impact assessment
- Drafting of a research paper to be presented to relevant stakeholders before being approved by the Contracting Authority and finalized by the Selected Bidder
- Design and printing of three spiralbound hard copies of a research paper gathering the findings of the research (interviews, focus groups and economic & social impact assessment mentioned above)
- Participation in an information session to be organised by the GWU, including delivery of a 45 minute presentation on the research methodology, research findings and the recommendations put forward

1.3 The place of acceptance of the services shall be the GWU's - Workers' Memorial Building, South Street, Valletta and the selected venue (to be confirmed) for the planned information session after the finalization of the research paper, the time-limits for the execution of the contract shall be twenty-two (22) weeks from date of last signature on contract, and the INCOTERM²⁰²⁰ 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 General Workers' Union (GWU).

1.7 This tender is not a reserved contract.

2. Timetable

DATE	TIME*	
Clarification Meeting/Site Visit	N/A	N/A
Deadline for request for any additional information from the GWU. Clarifications by registered users to be sent by email on info@gwu.org.mt	18/08/2021	23:45hrs
Last date on which additional information can be issued by the GWU	23/08/2021	17:00hrs
Deadline for Submission of Tenders (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)	31/08/2021	09:30hrs
Tender Opening Session (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)	31/08/2021	10:00hrs

* 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 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 This project is co-financed by the European Union, in accordance with the rules of the European Social Fund as part of the project ESF.04.160 – The Maltese Living Income.

5.2 The Contracting Authority of this tender is the General Workers' Union (GWU).

6. Clarification Meeting/Site Visit/Workshop

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 European Single Procurement Document (ESPD) and the necessary documents as follows:

(Note 2)

- (i) No Bid Bond is required (Note 1)
- (ii) Declare agreement, conformity and compliance with the provisions of the Statement of Conditions of Employment by submitting a declaration to this effect.
- (iii) Declare agreement, conformity and compliance with the provisions of the Statement of Conditions of Employment by completing the minimum hourly workers' costs declaration involving the provision of the employees' services. (Note 2)
- (iv) Power of Attorney (if applicable) (Note 2)
- (v) Information re Joint Venture/Consortium (Note 2)

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

(Note 2)

- (i) Confirmation that the bidder and any sub-contractors (if any) engaged throughout the execution of the contract do not fall under any of the exclusion grounds or are blacklisted under any offence listed under Part VI of the Public Procurement Regulations
- (ii) Declaration concerning Selection Criteria requested for this tender document

(C) Technical Specifications

- (i) Tenderer's Technical Offer in response to specifications. (Note 3)
 - (a) Tenderer's Technical Offer (Organisation and Methodology) (Note 3)
 - (b) Equality Policy **Form** (Note 2)
 - (c) Key Experts Form, the Statement of Availability Form, the Self-declaration form for Key Experts (relating to public employees) and CVs (Note 2)

List of key experts required for the successful performance of the contract

Key Expert 1 – Social Dialogue Expert: in possession of a minimum qualification of MQF level 7 or equivalent, in social sciences or related area. Through his/her CV, the social dialogue expert must demonstrate knowledge of relevant evidence-based research.

Key Expert 2 – Economist: in possession of a minimum qualification of MQF level 7 or equivalent, in economics or related area. Through his/her CV, the economist must demonstrate knowledge of relevant evidence-based research.

A Key Expert cannot be proposed for more than one (1) role for the scope of this tender.

- (ii) Literature – Not Applicable
- (iii) Samples – Not Applicable

(D) Financial Offer

- (i) A financial offer calculated on the basis of **Delivered Duty Paid (DDP) ²⁰¹⁰ (Grand Total)** for the services tendered.
(Note 3)
- (ii) A filled-in Financial Bid Form (as per document available to download online from www.etenders.gov.mt) is to be submitted.

Notes to Clause 7:

1. Not applicable for departmental tenders.

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

All Rectifications are free of charge.

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

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

8. Criteria for Award

8.1 The sole award criterion will be the price. The contract will be awarded to the tenderer submitting the cheapest priced offer satisfying the administrative and technical criteria.

SECTION 2 – EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

Part X of the Public Procurement Regulations

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

271. The objection shall be filed within ten calendar days following the date on which the GWU 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 GWU of the whole tender or if the tender is divided into lots according to the estimated value of the tender set by the GWU 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 GWU 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 GWU shall be made public by affixing it to the notice-board of the same GWU 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 GWU;
- (b) the appeal of the complainant shall also be affixed to the noticeboard of the Review Board and shall be communicated by fax or by other electronic means to all participating tenderers;
- (c) the GWU and any interested party may, within ten calendar days from the day on which the appeal is affixed to the noticeboard of the GWU 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 noticeboard 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 GWU 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 GWU 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 may be indicated afterwards.

Article 2: Notices and Written Communications

- 2.4 Further to the contents in the General Conditions, all written communication in relation to this contract between the GWU and the Contractor must state the Contract title and identification number.
- (i) All communication must be addressed in the English language
 - (ii) During the tender period, all communication must be sent through email and be addressed to the Project Leader, Mr Josef Bugeja, jbugeja@gwu.org.mt copying in the GWU generic email address, info@gwu.org.mt
 - (iii) During the execution of the contract, all communication must be carried out through phone and email. The specific phone number(s) and email address(es) to be used will be communicated to the Selected Bidder by the Contracting Authority. The three spiralbound hard copies of the research paper are to be addressed to the Project Leader and hand delivered or posted to the address:

Project Leader
General Workers' Union
Workers Memorial Building, South Street
Valletta, Malta
VLT1103

Telephone:
+35625679200
Email: info@gwu.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: General Obligations

- 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 GWU. The Contract will not be endorsed by the GWU/ Head Responsible for the GWU 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 excl. VAT, and 10% where the amount of the total contract value is €500,000 or above.

Economic Operators have the possibility to provide the GWU with a SingleBond covering the performance guarantees for all the contracts with the GWU. If an additional contract is awarded to a given contractor, which results in an economic operator's current cumulative contracts value to go beyond the contract value range currently covered by the Single Bond, the contractor is to be requested to; either submit a separate Performance Guarantee for the additional contract; or else submit a new Single Bond to cover the new total contracts value or submit an amendment to the original Single Bond specifying the new amount. If an Economic Operator chooses to make use of the Single Bond, he must submit a letter from the respective NGO specifying that the amount of the Single Bond covers the new Contract, otherwise the new Contract Agreement would not be signed.

- 7.15 The performance Guarantee shall be released at the end of the contract within thirty (30) days from payment of final invoice.

Article 13: Medical, Insurance and Security Arrangements

- 13.2 Not applicable
- 13.3 As per General Conditions.

Article 14: Intellectual and Industrial Property Rights

- 14.3 The GWU retains all the rights to any information, data and images provided to the Contractor for the execution of the Contract. The Contractor shall not use, reuse, or distribute the data or any of its derivatives in a way or manner other than for the sole purpose of executing this Contract.

Article 15: Scope of the Services

- 15.1 The scope of the services is defined in Section 4 (Terms of Reference).
- 15.5 Not applicable

Article 16: Personnel and Equipment

- 16.4 As per General Conditions.

Article 18: Execution of the Contract

- 18.1 The contract is to commence from the date of last signature on contract.
- 18.2 The duration of the contract is for a period of twenty-two (22) weeks from date of last signature on contract.

Article 19: Delays in Execution

- 19.2 Without prejudice and in addition to penalties applicable laid down elsewhere in the contract, a daily penalty of one hundred Euros (€100), per report indicated period delayed may be charged to the Contractor if he fails to satisfactorily provide the requested services/reports as stipulated in the contract, and/or the service is found to be seriously lacking in quantity, quality or efficiency and/or the Contractor breaches any of the conditions stipulated in the contract.

In such case, the GWU shall issue Notification Warning letters or Default Notices, notifying the Contractor of his/her breach of contract and requesting immediate remedial action by the Contractor who shall remedy the failure within two (2) working days from the notification, or else, as may be otherwise required by the GWU.

The NGO shall have the right to deduct penalties from payments, and/or claim it under the performance guarantee quoted above, and/or claim the amount directly from the Contractor.

The maximum amount of damages shall not exceed 20% of the contract value, pursuant to which the GWU will have the right to invoke the clauses relating to the termination of the contract and subsequent penalties.

Moreover, the GWU reserves the right to engage other contractors to execute the contract and any extra expenses incurred, further to the contract rates, shall be borne by the contractor.

Article 20: Modification of the Contract

- 20.2 As per General Conditions
- 20.5 The percentage allowed as modification for repetition of services, should not exceed 30%. Besides of unforeseen circumstances, this clause may be used in the case the GWU requires the services of the contractor to undertake research and training in other areas not referred to in the procurement documents.
- 20.6 The percentage allowed as modification for additional services, should not exceed 20%.

Article 24: Interim and Final Progress Reports

- 24.1 Further to the provisions of the General Conditions, the following reports must be submitted:

Report name	Description	Date when report is due for submission
Inception Report and Sample Questionnaire	The contractor must set out the conceptual framework to be used in the research studies, including but not limited to, methodology, data sources, needs and collection, identify family types, discuss data gaps, and key deliverables. The report must also include a workplan with the proposed timelines. A sample of the questionnaire is to be drafted by the winning bidder and passed on for approval by the project leader appointed by the GWU.	Within four (4) weeks from the last date of signature of the contract
Interim Progress Report	The contractor must provide an Interim Progress Report outlining the preliminary analysis of the research and data collection activities carried out and any progress achieved. The report is to include a preliminary analysis of the research and data collected	Within 7 weeks from the last date of signature of the contract
Final Progress Report	A report on the research activity must be prepared and include: <ol style="list-style-type: none"> 1. Feedback Report – a report on the findings of the research to be presented to the Social Partners and stakeholders for their feedback. 2. Research Paper – presenting the findings, conclusions and recommendations of the research that has been undertaken, taking into consideration the feedback received. The research paper must include an executive summary, the report of the research itself and technical annexes including data used for evaluation. 3. Simplified summary – a brief of the final report written in lay person's terms for stakeholders to better understand the final report. 	Within 22 weeks from the last date of signature of the contract.

Article 26: Payments and Interest on Late Payment

26.1 This is a global-price contract

Further to the provisions of the General Conditions, a 25% pre-financing payment shall be paid upon signing of contract and provision of pre-financing guarantee of the same value.

Narrative	Percentage (%)
Pre-financing Payment	40% of the original contract value against a pre-financing guarantee
Interim Payment	30% of the original contract value The interim payment is to be set against deliverables. The Selected Bidder is to provide the Contracting Authority with: <ul style="list-style-type: none"> An interim progress report which includes a summary of any difficulties encountered with the research process A draft soft copy of the research report
Balance	The balance of the contract value stated within 30 days of the approval by the GWU. A final progress report shall accompany the final invoice. Such approval or rejection may not be delayed by more than 30 days.
TOTAL	100%

26.2 As per General Conditions

Article 27: Pre-Financing Guarantee

27.2 The contractor must provide a Pre-Financing Guarantee covering 40% of the contract awardvalue equivalent to the pre-financing payment.

27.5 The pre-financing Guarantee must remain valued until it is released by the GWU on receipt of the Final Progress Report, if this is satisfactory to the Contracting Authority. The contents of the Final Progress Report will be checked against the contract signed with the Selected Bidder and the agreed deliverables, before the pre-financing guarantee is released.

Article 30: Revision of Prices

- 30.1 As per General Conditions
- 30.5 As per General Conditions

Article 32: Breach of Contract

- 32.5 Refer to Article 19 of the Special Conditions.

Article 39: Further Additional Clauses

- 39.1 Any designs, logos and/or branding developed by the Selected Bidder as part of this contract (including the final design of the research paper and both its soft and hard copies) shall be distributed and used as deemed fit by the Contracting Authority. The Selected Bidder shall not restrict the Contracting Authority in being able to distribute the soft and/or hard copies of the research paper to third parties, unless to give credit to the Selected Bidder for its artwork or other artistic renderings approved by the Contracting Authority as part of the final design of the research paper.

SECTION 4 - SPECIFICATIONS/TERMS OF REFERENCE

(Note 3)

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

1. Background Information

1.1 - Beneficiary Country

Malta

1.2 - NGO

General Workers' Union (GWU)

1.3 - Relevant Country Background

The aim of this project will be to tackle the issue of poverty and in-work poverty in Malta and improve the capacity of the GWU to engage in social dialogue. To gather more information on the poverty situation on the island and how this can be remedied, through the development of 1 research paper on the introduction of a National Living Income (NLI) in Malta

Lack of research on the implementation of a living income, including living wage in Malta: Currently Malta only implements a system of minimum wage through law. The National minimum wage on the island according to the National Agreement on the Minimum Wage signed in 2017 is set at €179.33 for persons 18 and over. The issue here is the concept of a minimum wage differs greatly from that of a National Living Income (NLI).

According to research conducted by the International Labour Office, in its study on minimum wage systems, it describes a minimum wage as the minimum amount of remuneration that an employer is required to pay wage earners for the work performed during a given period, which cannot be reduced by collective agreement or an individual contract. A NLI differs in that it is not the minimum that an organisation can pay a person by law for work done but it is the minimum remuneration required for that person to meet their basic needs. This is important as more often than not the minimum wage does not offer the ability for persons which earn this wage to have enough, in terms of finances to meet their basic needs every month.

Research on the implementation of this in Malta is very limited, with the last study on this subject matter conducted in 2016 by Caritas titled a Minimum Essential Budget for a Decent Living. In this study Caritas focused on three specific family types, these being, a couple with two children below 14 years of age, a single parent with two children and an elderly couple. When looking at possible variables for their social standing the study assumed that these persons used state services such as health

care, education, lived in social housing while also benefiting from the Fund for European Aid (FEAD), in addition to this it was also assumed that these family types were in good health.

When looking at the basic needs that these family types needed to live so as to develop the budget, focus was put on 10 needs these being: - Household goods, - Laundry, - Care and services, - Housing, - Food, - Clothing, - Personal care, - Health, - Education and leisure, - Transport.

Although the list covers a number of different areas, it is important to note that some needs were restricted somewhat. In the dimensions of leisure for example costs for items of activities such as eating out, games or toys were not factored in. In its study Caritas established that to have a decent living, a couple with two children required €11,446, a single parent with two children had a minimum budget of €9,197 while an elderly couple aged 65+ should have a minimum budget of €6,527. Of these three family types it was identified that only the elderly couple aged 65+ met this minimum budget.

Although the above mentioned research provides interesting information especially in terms of the family types which were studied, the research was not a holistic one leaving out not only a number of different family types but also variables for calculating the budget that a family or person would need to live a decent life.

It is important that when research into the introduction of a living income, this research must be wide and far reaching as for it to be a proper living wage, then all people must be able to live a decent life. If a NLI is developed based on incomplete data then the end result could be a similar situation as with the minimum wage in Malta, which is not enough for many to live a decent life. Notwithstanding this data, the GWU aims to not only update this study to current market trends taking into consideration recent impacts of the Covid-19 pandemic, but to also have a larger overview of the basic needs of not only different family types but also workers. Further to this government entities might also be interested to implement similar studies in the future. As an independent body, the GWU would need its own study to be able to analyse any studies conducted by the government in the future.

Indirectly, through the development of the research paper the project will be tackling the issue of in-work poverty. This phenomena of in-work poverty primarily deals with persons who are in employment, but at the same time are at risk of poverty. When looking at an analysis compiled by the European Social Policy Network, titled In-work poverty in Malta it is noted that, the overall in-work at-risk-of-poverty rate of employed persons for 2017, in Malta stood at 5.9%. Compared to the EU average, this is somewhat low, with the EU figure standing at 9.6% for the same year. Notwithstanding this, during the period 2012-2017 a worrying trend could be observed, during this period there was an increase of 13.5% in the number of employed persons who were at risk of in-work poverty. The development of the research paper on the introduction of a NLI could assist in tackling this issue in the long term, primarily due to the fact that it will serve as a basis on which a NLI could be introduced.

In the analysis compiled by the European Social Policy Network study, it was also noted that when analysing the issue of adequacy for different types of families living on the minimum wage or on a pension there were disparities between the income deprived when compared to up to 60% of national equivalised disposable household

median. As a result, it is noted that a double income or at least one and a half incomes is quickly becoming essential for families living on the minimum wage to live a decent life. In this analysis, it is clear that the current situation for in-work poverty, especially when looking at persons/families on the minimum wage is not all that positive. This is further exasperated with the fact that across 2019, Malta had one of the lowest minimum wage increases across Europe. According to data from EU agency, Eurofound, Malta's minimum wage only increased by 2% in a year for 2019. Across the EU, only France saw an increase in minimum wage lower than that of Malta, with this standing at 1%, while there were no increases in Belgium and Latvia.

1.4 - Current State of Affairs in the Relevant Sector

The GWU is the largest trade union on the island representing over 46,000 persons. As a union the GWU looks to support its representatives by offering them support and protection, often acting as a mediator between employees, the employer and also the government. As a result of this, the most important skills needed by the GWU are those related to strategic communication, to be able to promote its message effectively in a targeted manner and also lobbying so as to seek influence and also push their agenda at both government level and also amongst employers.

The GWU has one of the most important roles when it comes to social dialogue since it is one of the largest trade unions on the island protecting the rights of a large number of workers. In Malta's Operational Programme II for the 2014-2020 period it is noted that Government believes that further investment is essential for social partners and civil society bodies to develop the necessary socio-economic technical expertise and capacity. This particular expertise is needed by social partners, such as the GWU, primarily to actively contribute towards the formulation of policies both at a national and at a European level. In this statement, it is clear that investment is needed when it comes to the building of the capacity social partners, so that they have the necessary expertise to contribute in the development of policy.

The Malta Council for Economic and Social Development (MCESD) is one of the main fora in which the GWU puts forward its policy recommendations. The MCESD is the main link between Government and social partners for social dialogue in Malta. In 2011, the MCESD released a research study on social and civil dialogue in Malta and Gozo. In this study, which looked at the understanding of the public on social dialogue in Malta, 26.1% of respondents, who believed that social dialogue was being conducted in Malta, understood that this was being conducted by trade unions. From this it can be understood, that for the public, trade unions have a large role in the conducting of social dialogue in Malta, more so than voluntary organisations and employers' associations which stood at 7% and 14.6% respectively. When looking at the SWOT analysis, one of the threats which was highlighted for the MCESD was that if awareness and effective communication are not fostered within MCESD participating partners will seek other means by which to deliver their views. This is of note for both the GWU and this project. To be able to

lobby Government successfully, the GWU and other stakeholders need to be able to communicate effectively with the public and get public support. This is needed to put pressure on policy makers to implement effective policies. It is clear, from this SWOT analysis, that over the years the MCESD has struggled to communicate its policy suggestions with the public along with policy makers. This further substantiates the need for stakeholders such as the GWU to invest in building the capacity of its administrative staff to improve their ability to communicate their ideas.

In recent years though the GWU has struggled significantly to push forward its ideas and also to properly communicate its policy recommendations. This is mainly a result of challenges faced by administrative staff in keeping up with modern forms of communication, with an increased dependence on somewhat antiquated forms of communication. To be able to function independently from the MCESD, the GWU is in need of the necessary expertise to be able to push its ideas unilaterally.

1.5 - Related Programmes

The tender is being issued as part of a project funded by the European Social Fund, Priority Axis 4 - Building the institutional administrative capacity. The Project's reference and title are ESF.04.160 - The Maltese Living Income.

From a policy perspective, the research element of this Project also runs complementary to recent initiatives being targeted by the European Commission. In her first State of the Union speech, President of the European Commission Ursula von der Leyen pushed forward a proposal "for adequate minimum wages". This proposal represented a system and framework to implement adequate minimum wages, with the aim of improving the working and living conditions of workers.

Further to this the GWU is currently implementing another ESF project titled "Improving General Workers' Union Capacity for Better Social Dialogue". This project focuses on strengthening the capacity of the GWU by providing training to (i) GWU representatives on the shop floor; (ii) other members of the GWU that intend to become Union representatives; and (iii) GWU employees. Both of these projects, once completed, will enable for not only the strengthening of the GWU in its general operations, but also in engaging with stakeholders and in social dialogue.

2. Contract Objectives and Expected Results

2.1 - Overall Objectives

The overall objective of this contract is to develop a research paper on "The introduction of a National Living Income in Malta". The aim of this project will be to tackle the issue of poverty and in-work poverty in Malta. This will be achieved by gathering more information on the poverty situation in Malta and Gozo and how this can be remedied, through the development of the said research paper. The research paper will then be presented to government entities, social partners and other relevant stakeholders for review, to take

on board any potential recommended amendments subject to the approval of the Contracting Authority.

The research paper will also contribute to increased participation of stakeholders in an indirect manner. The research paper will create a basis on which the GWU along with other stakeholders involved in the field of workers' rights and the combating of poverty, to engage with policy makers and government to reduce in-work poverty. The data available on the issue of a NLI is somewhat old and also is very limited. As a result, it doesn't offer enough of an argument which can be used by stakeholders to start the introduction of a NLI in Malta. The need for such data is quite high primarily due to the issue of poverty in Malta. As noted, Malta has quite a low rate of in-work poverty when compared to the rest of Europe, with this number standing at around 5.2%, compared to the 8.9% at EU level. Notwithstanding this, between the period of 2012-2017 a worrying trend can be observed, with an increase of 13.5% of persons in Malta being at risk of in-work poverty.

In addition to this, in 2019, Malta had the fourth lowest minimum wage increase across Europe. This highlights the fact that wage increases to the minimum wage are not increasing at the rate that is needed to combat that of in-work poverty. To combat this phenomena it is important that persons are paid enough to be able to live a decent life. This research paper will look thoroughly at the situation in Malta to identify the extent of in-work poverty in Malta along with the different family types which have the most significant of needs.

The GWU along with a number of different stakeholders in Malta which look to combat poverty, have in recent years, been engaging with the government and policy makers to start the introduction of a NLI. Unfortunately, a lot of this pressure has been done without any strong data and also proposal to push forward the introduction of a NLI. Through the data gathered for this study, the GWU, along with stakeholders in this field will have a better starting point and as a result, will be able to push their agenda in a better manner.

2.2 - Specific Objectives

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

- Drafting of an Inception Report and Sample Questionnaire
- Developing a research paper on the introduction of a National Living Income in Malta.
- Consulting with relevant stakeholders prior to finalising the research paper so their feedback can be taken on board
- Finalise the research paper, including putting forward a set of

recommendations

- Participating in an event to be organised by the Contracting Authority to present the research paper methodology, findings and recommendations to relevant stakeholders

2.3 - Results to be achieved by the Service Provider

The presentation of a final report.

Development of a research paper on the Introduction of a National Living Income in Malta.

To include headings of the research paper e.g.

- Preamble
- Context
- Research methodology
- Literature review
- Presentation of raw data
- Analysis of raw data
- Recommendations
- Conclusion

The Selected Bidder would be required to submit an interim progress report which includes a summary of any difficulties encountered together with the research process. Also, a draft copy of the research report is to be submitted.

The Selected Bidder is to present a final report and the development of a research paper on the Introduction of a National Living Income in Malta. The research paper is to include the headings, such as:

- Preamble
- Literature Review
- Context
- Research Methodology
- Presentation and Analysis of Raw Data
- Results
- Recommendations
- Conclusion

The final research paper is to be submitted as a draft to the GWU. In turn, the GWU will send the draft research paper to the project partners and copy the Selected Bidder and provide a deadline by when feedback is to be sent to the Selected Bidder (on an email address specified by the Selected Bidder). The Selected Bidder will then be required to gather all feedback received and discuss it during a meeting organized by GWU and involving representatives from the other project partners. GWU is to approve any and all changes subsequently made to the research paper before it is finalized.

3. Assumptions and Risks

3.1 - Assumptions Underlying the Project Intervention

The implementation of this project should progress smoothly, although it is inevitable that a number of issues may arise during the contracts period. Therein it is assumed that:

1. The Service Provider will be equipped in terms of technical knowledge and resources to perform all the work according to these Terms of Reference and within the stipulated timeframes.
2. The Service Provider is well aware of the work and role of the GWU and the Project Partners Moviment Graffiti and Alleanza Kontra I-Faqar.
3. The Service Provider is able to absorb a certain level of technical information associated with the project and be capable to engage with stakeholders.
4. All personnel involved in the contract have the necessary qualifications and competences to perform their tasks diligently.
5. The Service Provider has the necessary contingencies in place for the prompt substitution of personnel or equipment, should the need arise, for the smooth continuation of work. In this regard the Service Provider shall detail such contingency measures that may be foreseen to be required for the fulfilment of the contract's results as referred to in Article 2.3 of this document, within the duration of the contract at no additional cost to the GWU.
6. Good cooperation shall exist between the Service Provider, the GWU, and other relevant stakeholders.
7. The Service Provider is equipped to perform all meetings even online as necessary.

3.2 – Risks

Tenderers are required to take full account of risks when developing their bid and when carrying out the contract, such as:

1. Data limitations.
2. Delays in vetting, publishing and adjudicating tender offers and obtaining the necessary approvals.
3. Appeals lodged during the tendering/contracting process of the works tender/s.

4. Scope of the Work

4.1 – General

4.1.1 Project Description

The project will be able to tackle the issue of poverty and in-work poverty in

Malta and improve the capacity of the GWU to engage in social dialogue.

This aim will be partly achieved through the project objective of gathering more information in the poverty situation on the island and how this can be remedied, through the development of 1 research paper on the introduction of a National Living Income (NLI) in Malta. The results of this research paper will in turn be communicated to NGOs and stakeholders operating in the fields of poverty and workers' rights.

Currently Malta only implements a system of minimum wage through law. The National Minimum Wage on the island according to the "National Agreement on the Minimum Wage" signed in 2017 is set at €179.33 for persons 18 and over. The issue here is the concept of a minimum wage differs greatly from that of a National Living Income (NLI).

According to a research conducted by the International Labour Office, in its study on minimum wage systems, it describes a minimum wage as the "minimum amount of remuneration that an employer is required to pay wage earners for the work performed during a given period, which cannot be reduced by a collective agreement or an individual contract". A NLI differs in that it is not the minimum that an organization can pay a person by law for work done but it is the minimum remuneration required for that person to meet their basic needs. This is important as more often than not, the minimum wage does not offer the ability for persons which earn this wage to have enough, in terms of finances to meet their basic needs every month.

Research on the implementation of this in Malta is very limited, with the last study on this subject matter conducted in 2016 by Caritas titled a 'Minimum Essential Budget for a Decent Living'.

The Research re the Introduction of a National Living Income is wide and far reaching, as for it to be a proper living wage, then all people must be able to live a decent life. This research paper aims not only to update this study to current market trends including taking into consideration recent impacts of the COVID-19 pandemic, but also to have a larger overview of the basic needs of not only different family types but also workers.

4.1.2 *Geographical Area to be covered*

Malta and Gozo.

4.1.3 *Target Groups*

The research to be performed under this contract is to target different family types, including (non-exhaustive list):

- A single person living on their own
- A single elderly person
- A couple with 1 child
- A couple with more than 2 children
- Single parent with 1 child or more than 2 children
- Families with dependents such as persons/children with special

- needs
- Families with other form of dependents

Data for the above cohorts is to be disaggregated by age and gender to facilitate analysis of the data gathered.

4.2 - Specific Activities

The project is planned to be executed as follows:

Task No	Description	Date when deliverable is due within the last contract signature:
1	Prepare a workplan and a sample of the questionnaire	4 weeks
2	Interim Progress Report which is to include preliminary analysis of the research and data collected	7 weeks
3	Final Progress Report	22 weeks

The Service Provider shall be required to undertake the following tasks:

Task 1 – Prepare a workplan

Within 4 weeks from the date of the last signature of the contract, the Service Provider shall submit a work plan together with a sample of the questionnaire to be approved by the Project

Leader as appointed by the GWU. The work plan shall outline the planned implementation of the contract, including timeframes and deliverables. The development of the work plan should be based on an analysis on data needs, sources, availability and a review of applicable methodologies. The work plan should amongst others:

1. identify data sources that will be utilised for the research activities.
2. specify data needs for the data collection processes.
3. outline different existing methodologies that would be applicable to meet the objectives of this tender.
4. identify the preferred methodologies that will be utilized.
5. provide a justification on how the selected methodologies and the proposed approach will be satisfying the objectives of this tender.
6. indicate the stakeholders to be consulted.
7. indicate and discuss data gaps and limitations.
8. identify alternative solutions to address identified data gaps and limitations.
9. show how the reliability and validity of the data will be guaranteed by the Service Provider.
10. propose timelines for the implementation of each activity whilst including milestones and alternatives in case of unforeseen

- circumstances to meet deadlines; and
11. specify contingency measures to ensure that all required surveys will be carried out within stipulated timeframes despite of adverse weather conditions.

Task 2- Research and compile a Research Paper on the Introduction of a National Living Income in Malta

The Selected Bidder must throughout the contract, especially in the production of its reports, observe the latest visibility guidelines concerning acknowledgement of EC financing of the project.

4.3 - Project Management

4.3.1 Responsible Body

The overall responsibility of the implementation and management of this contract lies with the General Workers' Union, subject to the full support from the Selected Bidder.

4.3.2 Management Structure

The General Workers' Union is the Beneficiary responsible for this contract. GWU's administration is responsible for the implementation and management of this contract. The administration will oversee the contract implementation and will monitor the progress of the contract, ensuring the submission of quality deliverables within stipulated timeframes.

The Service Provider shall operate in liaison with the designated Contact Person, Mr Kendrick Bondin (kbondin@gwu.org.mt) on the ESF project, who is answerable to the Project Leader, Mr Joseph Bugeja, the GWU's General Secretary. The contact person will be responsible of all the day to day tasks of the research and the Project Leader will be responsible of all financial and final approvals.

4.3.3 Facilities to be provided by the GWU and/or other parties

The Contracting Authority will provide the meeting and boardroom facilities for meetings with the Service Provider and will make arrangements for the final event during which the methodology, findings and recommendations of the research paper will be presented to relevant stakeholders. The Service Provider is expected to make independent arrangements for any other activities related to the implementation of the contract. The Service Provider is to provide all other facilities/equipment/software required for the execution of this contract.

5. Logistics and Timing

5.1 – Location

The contract may be pursued, in any effective manner, from any location.

5.2 - Commencement Date & Period of Execution

The contract is to commence from the date of last signature on contract.

The duration of the contract is for a period of twenty-two (22) weeks from date of last signature on contract.

6. Requirements

6.1 – Personnel and Key Experts

6.1.1 *Key Experts*

Key Expert 1 – Social Dialogue Expert

A social dialogue expert in possession of a minimum qualification of MQF level 7 or equivalent, in social sciences or related area. Through his/her CV, the social dialogue expert must demonstrate knowledge of relevant evidence-based research.

Key Expert 2 – Economist

An economist in possession of a minimum qualification of MQF level 7 or equivalent, in economics or related area. Through his/her CV, the economist must demonstrate knowledge of relevant evidence-based research.

A Key Expert cannot be proposed for more than one (1) role for the scope of this tender.

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

Other experts

Other experts may be required, such as research assistants, who shall be selected by the Service Provider and approved by the GWU. CVs for such 'other experts' may be required but are not examined prior to the signature of the contract.

6.2 – Accommodation

The Service Provider shall cover his lodging and accommodation costs.

6.3 - Facilities to be provided by the Service Provider

The Service Provider shall ensure that experts are adequately supported and equipped. 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.

6.4 – Equipment

No equipment is to be purchased on behalf of the GWU as part of this service contract or transferred to the GWU 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

Further to the provisions of the General Conditions and Article 24 of the Special Conditions, the Service Provider is to provide:

1. **Inception Report**, including the work plan, is submitted within four (4) weeks from the last date of signature of the contract together with a detailed methodology plan for the interviews, focus groups and desk research including samples of materials to be used such as questionnaires, which are to be approved prior to use by the Contracting Authority.
2. **Interim Progress Report**, including draft research paper, preliminary analysis of the research and data collection activities carried out, summary of progress achieved and a draft template (including suggested stylistic design) for the research paper. The draft template including suggested stylistic design for the research paper is subject to modification and review by the Contracting Authority.

3. A **Final Progress Report** must be prepared and include:
- a. Feedback Report – a report on the findings of the research to be presented to the GWU.
 - b. Research Paper – a final research report presenting the findings and conclusions of the research as well as recommendations arising from the research that has been undertaken, taking into consideration the feedback received from government entities, social partners and other relevant stakeholders. The research paper must include an executive summary, the report of the research itself and technical annexes including data used for evaluation.
 - c. Simplified summary – a brief of the final report written in lay person's terms for stakeholders to better understand the final report.

7.2 - Submission & Approval of Progress Reports

A copy of the reports referred to in Article 7.1 must be submitted to the Project Leader identified in the contract. The reports must be written in English. The Project Leader is responsible for approving the reports.

Two (2) hard copies shall also be provided of the Final Research Report (Research Paper). The reports must be available for dissemination in wide variety of formats (electronic (pdf & word), screen-reader user and easy to read text). The Service Provider shall be required to take care of the design of the Final Progress Report, including the Final Research Paper which will be disseminated amongst government entities, social partners and other relevant stakeholders.

8. Monitoring and Evaluation

8.1 - Definition of Indicators

During the period of the service of contract, it will be necessary for the GWU to evaluate the qualitative result of the work being carried out.

The GWU shall utilise the following indicators to monitor the Service Provider:

1. Adequate updating on progress to the GWU by the Service Provider;
2. Timely submission of Reports as identified in Article 7.1;
3. Quality of updating and quality of reports submitted;
4. Prompt revision of specific reports following comments by the GWU and consulted stakeholders;

8.2 - Special Requirements

As appropriate.

SECTION 5 – SUPPLEMENTARY DOCUMENTATION

5.1 – *Draft Contract Form*

5.2 – *Glossary*

5.3 – *Specimen Performance Guarantee*

These are available to view and download from the 'Resources Section' at: www.etenders.gov.mt

5.4 – *General Conditions of Contract*

The full set of General Conditions for Services Contracts (Version 4.2) can be viewed/downloaded from the 'Resources Section' at: 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.

5.5 – *General Rules Governing Tendering*

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