



## Call for Tenders (“CfT”) CfT#: 01/22

# Research Study on Bullying and Ostracism at the Workplace in Malta

**This project is being financed through EU funds**

ESF Project Ref: ESF.02.150

**This project is being co-financed through local funds**

NCF Project Ref: NCF 21.2021

**IMPORTANT:**

No Bid Bond is requested for this tender

<b>Date Published:</b>	<b>25<sup>th</sup> August 2022</b>	
<b>Deadline for Submission:</b>	<b>26<sup>th</sup> September 2022</b>	<b>at 17:00hrs CET/CEST</b>
<b>Tender Opening:</b>	<b>27<sup>th</sup> September 2022</b>	<b>at 18:30hrs CET/CEST</b>

**bBrave (VO 1422)**  
c/o 3, Honeycomb, Triq Preziosi, Sqaq Nru. 2, ĦAL LIJA · LJA 1190 · MALTA | +356 79 80 81 82  
[quotes@bbrave.org.mt](mailto:quotes@bbrave.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

<b>Table of Contents .....</b>	<b>2</b>
<b>SECTION 1 - INSTRUCTIONS TO TENDERERS .....</b>	<b>3</b>
1. General Instructions .....	3
2. Timetable.....	4
3. Lots.....	4
4. Variant Solutions .....	4
5. Financing .....	4
6. Clarification Meeting/Site Visit .....	4
7. Selection and Award Requirements.....	5
8. Tender Guarantee (Bid Bond) .....	6
9. Criteria for Award.....	6
10. Award & Appeals.....	7
<b>SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS.....</b>	<b>8</b>
<b>SECTION 3 - SPECIAL CONDITIONS.....</b>	<b>10</b>
<b>SECTION 4 -SPECIFICATIONS/TERMS OF REFERENCE .....</b>	<b>16</b>
<b>TENDERER’S TECHNICAL OFFER .....</b>	<b>16</b>
<b>Terms of Reference.....</b>	<b>16</b>
1. Background Information .....	18
2. Contract Objectives and Expected Results .....	20
3. Assumptions and Risks .....	21
4. Scope of the Work.....	23
5. Logistics and Timing .....	27
6. Purposely left BLANK .....	27
7. Reports.....	27
8. Monitoring and Evaluation .....	27
<b>SECTION 5 - SUPPLEMENTARY DOCUMENTATION.....</b>	<b>29</b>
<b>SECTION 6 -SUBMISSION CHECKLIST.....</b>	<b>30</b>

~~~~~

## 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 Contracting Authority bBrave, the Non-Governmental Organisation (hereinafter referred to as “bBrave”), 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* (see Doc 1M).

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 *through e-mail at [quotes@bbrave.org.mt](mailto:quotes@bbrave.org.mt)*. 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 bBrave will accept equivalent standards. However, it will be the responsibility of the respective tenderers to prove that the standards they quoted are equivalent to the standards requested by bBrave.

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 thirty-three thousand euro (€33,000) excluding VAT.

The purpose of this value shall be the guidance of prospective tenderers 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 bBrave. Economic Operators are free to submit financial offers above or below the Estimated Procurement Value. However, bBrave reserves the right to accept or reject financial offers exceeding the Estimated Procurement Value.

- 1.2 The subject of this tender is the carrying out of a research study on bullying and ostracism at the workplace in Malta, as part of the project entitled ‘*Bullying and Ostracism at the Workplace in Malta*’ hereafter referred to as the “**Project**”:

- The holding of a survey among a minimum of 2,400 respondents;
- The holding of a minimum of 10 focus groups with at least 12 participants per group;
- The production of a final report, which includes commentary on data analysis; and
- The presentation of the survey findings and other participation (including addressing questions and participation in discussions) at a conference or other event to promote survey findings with stakeholders.

- 1.3 The place of acceptance of the services shall be at a location in Malta indicated by bBrave, the time-limits for the execution of the contract shall be for a maximum period of two hundred and twelve (212) days from this date (other than the participation in an event which is earmarked around the end of the whole Project - to take place within six (6) months from the submission of the final report), 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 bBrave.
- 1.7 This tender is not a reserved contract.

## 2. Timetable

|                                                                                                                                                                                         | DATE                            | TIME  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------|
| Deadline for request for any additional information from bBrave<br><br>Clarification requests should be addressed to:<br><a href="mailto:quotes@bbrave.org.mt">quotes@bbrave.org.mt</a> | 13 <sup>th</sup> September 2022 | 23:59 |
| Last date on which additional information can be issued by bBrave                                                                                                                       | 18 <sup>th</sup> September 2022 | 23:59 |
| Deadline for submission of tenders<br>(unless otherwise modified in terms of Clause 10 of the <i>General Rules Governing Tenders for NGOs</i> )                                         | 26 <sup>th</sup> September 2022 | 17:00 |
| Tender opening session<br>(unless otherwise modified in terms of Clause 10 of the <i>General Rules Governing Tenders for NGOs</i> )                                                     | 27 <sup>th</sup> September 2022 | 18:30 |

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

## 3. Lots

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

## 4. Variant Solutions

- 4.1 Variant solutions are not permissible.

## 5. Financing

- 5.1 The project is *co-financed* by the European Union through the European Social Fund: Cohesion Policy 2014 - 2020 Operational Programme II.
- 5.2 The project is being co-financed through the NGO Co-Financing Fund (“NCF”) managed by the Malta Council for the Voluntary Sector.
- 5.3 The Contracting Authority of this tender is bBrave.

## 6. Clarification Meeting/Site Visit

- 6.1 No clarification meeting/site visit is planned.
- 6.2 Bidders are to submit requests for clarifications concerning this CfT on [quotes@bbrave.org.mt](mailto:quotes@bbrave.org.mt) by the 13<sup>th</sup> September 2022 at 23:59hrs. Replies to clarifications will be posted on the website: <https://bbrave.org.mt/news/> and the official Facebook page of bBrave: <https://www.facebook.com/bbravemalta/>.

## 7. Selection and Award Requirements

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

### (A) Eligibility Criteria

Economic Operators are to complete the necessary documents as follows: <sup>(Note2)</sup>

- (i) No Bid Bond is required. <sup>(Note 1)</sup>
- (ii) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment by completing the minimum hourly workers' costs declaration involving the provision of the employees' services (See Doc 1A). <sup>(Note 2)</sup>
- (iii) Power of Attorney (if applicable) (See Doc 1B). <sup>(Note 2)</sup>
- (iv) Information re Joint Venture/Consortium (See Doc 1C). <sup>(Note 2)</sup>
- (v) By submitting an offer, the bidder is confirming that he/she shall provide the Ultimate Beneficiary Owner Sheet upon contract signature (See Doc 1D).

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

- (i) Declaration concerning exclusion grounds (See Doc 1E).
- (ii) Declaration concerning *Selection Criteria* (See Doc 1F).

### (C) Technical Specifications

Economic Operators are to supply the following information / documents as follows:

- (i) Tenderer's Technical Offer in response to specifications (see Doc 1T): The Tenderer is expected to provide an outline on how it plans to carry out its tasks within the timeframe noted within the Special Conditions (Article 28: Execution of the Contract), and further explained within the Terms of Reference (See Section 4 further below). A brief commentary is to be presented together with a timetable or Gantt Chart that will aid bBrave in understanding how the Contractor will approach the research study; <sup>(Note 3)</sup>
- (ii) Key Experts Form (See Doc 1G);
- (iii) Statement of Availability Form (See Doc 1H);
- (iv) Self-declaration form for Key Experts (relating to public employees) (See Doc 1I);
- (v) For Bidders which are entities only: evidence that equality is mainstreamed within their own working procedures (see Article 23 of the Special Conditions);
- (vi) Detailed CVs of key persons proposed to work on the Project; <sup>(Note 2)</sup>
- (vii) Proof of Qualifications of Key Expert/s\*; and
- (viii) Professionals Declaration Form (where applicable) (See Doc 1J).

#### I. \*Key Expert - Study Coordinator:

The Study Coordinator leading the research study and findings shall:

- Be in possession of a degree at MQF Level 8 from a recognized educational institution as certified by the National Commission for Further and Higher Education. Qualification/s should be relevant to the fields of Psychology, Sociology, Law, Economics, Industrial Relations, Business or Management (or related disciplines);
- Provide evidence of training in statistics; and
- be able to communicate verbally and in writing in the English language.

The **Study Coordinator** will be the contact person assigned to liaise with bBrave. As the contact person, the Study Coordinator is expected as a minimum to:

- Lead and manage the contract as awarded to the Contractor;
- Liaise with bBrave;
- Coordinate on behalf of the Contractor; and
- Be available to discuss with bBrave on any issues related to the contract as well as decide on issues on behalf of the Contractor.

(ix) No samples are required to be submitted.

#### **(D) Financial Offer**

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

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

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

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

### **8. Tender Guarantee (Bid bond)**

8.1 No tender guarantee (bid bond) is required.

### **9. Criteria for Award**

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

## **10. Award & Appeals**

- 10.1 Following determination by the Project's Evaluation Committee, the *Notice of Award* will be posted on the website: <https://bbrave.org.mt/news/> and the official Facebook page: <https://www.facebook.com/bbravemalta/> of bBrave.
- 10.2 Unsuccessful Bidders shall be given the right to appeal the decision within ten (10) calendar days from publication of the *Notice of Award*. Such appeal must be addressed to the Project Appeals Board at [quotes@bbrave.org.mt](mailto:quotes@bbrave.org.mt), outlining the basis of the appellant's objection and attaching any evidence (as may be applicable). If an appeal is lodged, the Contract award process shall be suspended until the Project Appeals Board publishes its decision, which shall be final and binding on the appellant and all interested parties in the tendering process.

## SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

*{references hereunder to government officers or bodies shall, in this case, be taken to refer to bBrave equivalent officers or bodies; similarly, references to a public contract shall be taken to refer to the contract to be signed with the successful Tenderer; references to publication shall also include publication on bBrave's website}*

**Part IX of the Public Procurement Regulations (SL 601.03)**  
**Appeals from decisions taken after the closing date for the submissions of an offer**  
*(applicable to procurement where the estimated value meets or exceeds Euro5K)*

**270.** *Where the estimated value of the public contract meets or exceeds five thousand euro (€5,000) 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 Public Contracts Review Board, which shall contain in a very clear manner the reasons for their complaints.*

**271.** *The objection shall be filed within ten (10) calendar days following the date on which the contracting authority or the authority responsible for the tendering process 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.*

**274.** *The Secretary of the Public Contracts Review Board shall immediately notify the Director, the Sectoral Procurement Directorate and, or the contracting authority, as the case may be, that an objection had been filed with his authority thereby immediately suspending the award procedure.*

**275.** *The Department of Contracts, the Sectoral Procurement Directorate or the contracting authority involved, as the case may be, shall be precluded from concluding the contract during the period of ten (10) 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, the Sectoral Procurement Directorate or the Special Contracts Committee or by the contracting authority, shall be made public by affixing it to the notice-board of the Department of Contracts, the Sectoral Procurement Directorate or of the office of the contracting authority, 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 Department of Contracts;*

*(b) the appeal of the complainant shall also be affixed to the notice-board of the Public Contracts Review Board and shall be communicated by fax or by other electronic means to all participating tenderers;*

*(c) the contracting authority and any interested party may, within ten (10) calendar days from the day on which the appeal is affixed to the notice board of the Review Board and uploaded 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 they shall also be uploaded on the government's eProcurement platform;*

*(d) the authority responsible for the tendering process shall within ten (10) days forward to the chairman of the Public Contracts Review Board all documentation pertaining to the call for tenders in question including files and tenders submitted;*

*(e) the secretary of the Review Board shall inform all the participants of the call for tenders, the Department of Contracts, the Sectoral Procurement Directorate and the contracting authority of the date or dates, as the case may be, when the appeal will be heard;*

*(f) 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 (6) 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;*

*(g) the secretary of the Review Board shall keep a record of the grounds of each adjournment and of everything done in each sitting;*

*(h) after evaluating all the evidence and after considering all submissions put forward by the parties, the Public Contracts Review Board shall decide whether to accede or reject the appeal or even cancel the call if it appears to it that this is best in the circumstances of the case.*

## SECTION 3 - SPECIAL CONDITIONS

These conditions amplify and supplement, if necessary, the *General Rules Governing Tenders for NGOs, v1.2* (the “General Rules”) (see [Doc 1M](#)) governing the contract. Unless these Special Conditions provide otherwise, those General Rules 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 Rules. Other Special Conditions are indicated within and 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 authorised signatory/ies for that NGO’; Furthermore, any references to the Contracting Authority throughout the General Rules shall be deemed to be referring to bBrave, the NGO responsible for this procurement. This is a tender governed by the Laws of Malta, and Tenderers are deemed to know all relevant laws, acts and regulations governing the operations and activities underlying the Tender and any resulting activities.

Any tender expenses are to be borne by the participant / tenderer.

### Article 9: Submitting a Tender

Tenderers must submit their offer through e-mail at [quotes@bbrave.org.mt](mailto:quotes@bbrave.org.mt) by the submission deadline determined in this CfT.

### Article 13: Opening of Tenders

Tenders shall be opened after the submission deadline, and the tenderer(s)’ name and tendered price(s) will be published.

### Article 14: Secrecy of the Procedure

In addition to the General Rules, the Contractor shall treat all documents and information received in connection with the contract as private and confidential, and shall not, save in so far as may be necessary for the purposes of the performance thereof, publish or disclose any particulars of the contract without the prior consent in writing of bBrave or the Project Manager after consultation with bBrave. If any disagreement arises as to the necessity for any publication or disclosure for the purpose of the contract, the decision of bBrave shall be final.

### Article 20: Signing of the Contract

Clauses 20.6 and 20.7 of the General Rules do not apply for this tender document.

### Article 22: Data Protection and Freedom of Information

Further to Article 14 hereinabove, and the General Rules provisions, the provisions of the *Data Protection Act* under the Laws of Malta (Cap 586) and the *General Data Protection Regulation* (EU) No. 2016/679 shall apply.

### Article 23: Equality

bBrave strongly supports equal opportunities. It shall ensure that its selection of the successful Bidder shall be free of discrimination and based on objective factors.

In the case of Bidders who are not individuals, Bidders must provide evidence that equality is mainstreamed within their own working procedures, such as by one or more of the following options:

- a. including an equality policy;
- b. providing a brief write-up on how they achieve equality within their organisation; *or*
- c. providing the NCPE Equality Mark certification.

The following Articles are in addition to the *General Rules Governing Tenders for NGOs, v1.2* and add to the Special Conditions above:

#### **Article 24: Conflict of Interest**

The Contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified in writing to the Contracting Authority without delay.

bBrave reserves the right to verify that such measures are adequate and may require additional measures to be taken if necessary. The Contractor shall ensure that its staff, including its management, is not placed in a situation which could give rise to conflict of interests.

#### **Article 25: Intellectual and Industrial Property Rights**

All intellectual property collected, collated and developed as part of, or ancillary to, this contract and the Project shall be vested in bBrave.

The rights to the data generated in the research and the reports will be exclusively owned by bBrave and the Contractor may NOT use this data beyond the purposes of this CfT, unless this is carried out upon prior written agreement with bBrave. The final report, including findings and other information generated in the process of preparing it, will be owned by bBrave, and all intellectual property rights are to be upheld at any time, perpetually.

#### **Article 26: Scope of the Services**

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

#### **Article 27: Personnel and Equipment**

The Contractor shall be the sole provider of any Personnel and equipment required in executing the contract, and shall adopt all measures necessary to provide and continue to provide its staff with the equipment and backup required to enable them to carry out their specified duties efficiently.

#### **Article 28: Execution of the Contract**

The services to be rendered by the tenderer shall be deemed to commence from the date of the last signature on the contract (the "**Commencement Date**"), and shall be concluded within two hundred and twelve (212) days from this date (other than the participation in an event which is earmarked for the end of the whole Project - to take place within six (6) months from the submission of the final report).

The contract shall be executed through the performance of the following tasks in order to achieve the specific objectives as defined in paragraph 2.2 of the Terms of Reference:

|                                                         |
|---------------------------------------------------------|
| <b>Tasks in chronological order</b>                     |
|                                                         |
| <b>Briefing / Training</b>                              |
| <b>Phase I - Quantitative approach (Questionnaires)</b> |
| <b>Phase II - Qualitative approach (Focus Groups)</b>   |
| <b>Phase III - Final Report</b>                         |
| <b>Presentation</b>                                     |

### **Article 29: Interim Progress Reports**

Further to the provisions of the General Rules, in addition to those reports identified in ‘Execution of the Contract’ hereinabove, the Contractor must produce interim progress reports (generally on a monthly basis, but bimonthly when the quantitative work is being carried out), which are to be submitted by the end of each month (and also mid-month for bimonthly reports) as agreed with the Project Leader or as identified in the Contract. These reports must be submitted by email, in word format, to the Project Leader and the Project Manager, and will be subject to approval or otherwise by the Project Leader.

### **Article 30: Delays in Execution**

bBrave reserves the right to impose penalties as the Contracting Authority in the event of delays in the commencement and execution of tasks listed in the table in Article 28 hereinabove (to be further expounded upon in the contract). The daily rates for liquidated damages shall be of 0.5% of the tender value per day’s delay, up to a maximum of €3000, for each task experiencing delays.

Penalties will be automatically deducted from payment.

If total penalties reach or exceed either €11,000 (in aggregate) or 33% of the contract value, whichever occurs first, the bBrave reserves the right, after giving notice to the Contractor and having obtained prior approval of the Central Government Authority, to:

- a) terminate the contract; and
- b) complete the services at the Contractor’s own expense.

### **Article 31: Payments and Interest on Late Payment**

This is a global price contract.

Payments will be made in Euro.

Payments shall be authorized by bBrave and paid by bBrave and/or the Managing Authority after receipt of invoice and due processing by bBrave and the Managing Authority and/or other relevant funding authorities.

The provisions of the General Rules shall apply.

**Option 1: Global Price Contract**

| <b>Narrative</b>                                                                                                                     | <b>Percentage (%)</b>                                                                                                                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Interim Payment upon: Submission of Research Study Questionnaire - Phase I                                                           | 20%                                                                                                                                                                                                                                                          |
| Interim Payment upon: Submission of evidence of having carried out 30% of complete, valid questionnaires, together with interim data | 20%                                                                                                                                                                                                                                                          |
| Interim Payment upon: Submission of evidence of having carried out 60% of complete, valid questionnaires, together with interim data | 20%                                                                                                                                                                                                                                                          |
| Interim Payment upon: Submission of Final Report                                                                                     | 30%                                                                                                                                                                                                                                                          |
| Balance upon participating in event                                                                                                  | The balance (10%) of the final certified value of the contract, subject to the maximum contract value, after deduction of the amounts already paid. A final progress report shall accompany the final invoice setting out the services actually carried out. |
| <b>TOTAL</b>                                                                                                                         | <b>100%</b>                                                                                                                                                                                                                                                  |

**Article 32: Indemnification**

In executing the contracted services, the Contractor shall at its own expense indemnify, protect and defend, bBrave, their agents and employees, from and against all actions, claims, losses or damage arising from any act or omission by the Contractor in the performance of the services, including any violation of any legal provisions, or rights of third parties, for instance in respect of data protection, patents, trademarks and other forms of intellectual property such as copyrights.

At its own expense, the Contractor shall indemnify, protect and defend bBrave, their agents and employees, from and against all actions, claims, losses or damages arising out of the Contractor's performance of the contract provided that:

- a) the Contractor is notified of such actions, claims, losses or damages not later than 30 days after bBrave becomes aware of them;
- b) the ceiling on the Contractor's liability to bBrave shall be limited to an amount equal to the contract value, and such ceiling shall not apply to any losses or damages caused to third parties by the Contractor or by the Contractor's wilful misconduct;
- c) the Contractor's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.

At its own expense, the Contractor shall, upon request of bBrave, remedy any defect in the performance of the services in the event of the Contractor's failure to perform its obligations under the contract.

The Contractor shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

- a) bBrave omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Contractor, or requiring the Contractor to implement a decision or recommendation with which the Contractor disagrees or on which it expresses a serious reservation; or
- b) the improper execution of the Contractor's instructions by agents, employees or independent Contractors of bBrave.

The Contractor shall remain responsible for any breach of its obligations under the contract for such period after the services have been performed as may be determined by the law governing the contract.

### **Article 33: Modification of the Contract**

Variations made to the Contract signed following the conclusion of the tender procedure may only be made if the Parties so agree in writing. Any additional services (i.e. new services not included in the original tender) shall be capped at 50% of the contract value. Such variations require the endorsement of the relevant Managing Authority, in this case the Planning and Priorities Co-ordination Division (PPCD).

### **Article 34: Breach of Contract**

Breach of Contract occurs when either party commits a breach of contract where it fails to discharge any of its obligations under the Contract.

Without prejudice to any other remedies mentioned in this contract, where a breach of Contract is attributable to the Contractor, bBrave shall be entitled to one or more of the following remedies as of right:

- a) request performance of an obligation and in case of non-performance, bBrave may cause the performance thereof itself at the expense of the Contractor;
- b) terminate all or part of the contract;
- c) conclude a contract with a third party replacing the Contractor, after prior termination of the original contract;
- d) institute proceedings for damages.

Unless otherwise provided in the Special Conditions, recovery of damages, disbursements or expenses resulting from the application of measures provided for in this Article shall be effected without the need for a judicial declaration, by deduction from the sums due to the Contractor, from the deposit, or by payment under the guarantee.

### **Article 35: Force Majeure**

Neither party shall be considered to be in breach of its obligations under the Contract if the performance of such obligations is prevented by any circumstances of force majeure which arise after the date of signature of the contract by both parties.

The term "force majeure", as used herein shall mean acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars, whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar unforeseeable events, beyond the control of either party and which by the exercise of due diligence neither party is able to overcome.

If either party considers that any circumstances of force majeure have occurred which may affect performance of its obligations it shall notify the other party immediately giving details of the nature, the

probable duration and likely effect of the circumstances. Unless otherwise directed by the Project Leader in writing, the Contractor shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance of its obligations which are not prevented by the force majeure event. The Contractor shall not put into effect such alternative means unless directed so to do by the Project Leader. Provided that the Project Leader shall still be obliged to follow the rules established under the Public Procurement Regulations, related to modifications where this is applicable.

For a fee-based contract, if the Contractor incurs additional costs in complying with the Project Leader's directions or using alternative means as per above, the amount thereof shall be certified by the Project Leader subject to what is allowed under this Contract.

### **Article 36: Sub-Contracting**

Any agreement by which the Contractor entrusts performance of a part of the services to a third party is considered to be a sub-contract.

The Contractor must seek the prior written authorisation of bBrave before entering into a sub-contract. The intention to sub-contract must be indicated in the tender submission. This authorisation or refusal thereof will be based on the services to be sub-contracted and the identity of the intended sub-contractor. bBrave shall notify the Contractor in writing of its decision, stating reasons, should it withhold such authorisation.

The Contractor shall be responsible for the acts, defaults and negligence of its sub-contractors and their experts, agents or employees, as if they were the acts, defaults or negligence of the Contractor, its experts, agents or employees. No sub-contract can create contractual relations between any sub-contractor and bBrave. bBrave's approval of the sub-contracting of any part of the contract or of the engagement by the Contractor of sub-contractors to perform any part of the services shall not relieve the Contractor of any obligations under the contract.

If a sub-contractor is found by bBrave or the Project Manager to be incompetent in discharging its duties, bBrave may request the Contractor forthwith, either to provide a sub-contractor with qualifications and experience acceptable to bBrave as a replacement, or to resume the performance of the services itself. Those services entrusted to a sub-contractor by the Contractor cannot be entrusted to third parties by the sub-contractor. In addition, bBrave shall not be bound to the sub-contractors and the legal relationship shall be solely with the Contractor. Any change of sub-contractor without the prior written consent of bBrave shall be considered to be a breach of contract.

### **Article 37: Notices and Written Communications**

Any notice or communication to bBrave relating to this contract shall be sent in writing by email to:

Dr. Aaron Zammit Apap  
The Secretary General  
bBrave

Email: [secgen@bbrave.org.mt](mailto:secgen@bbrave.org.mt)  
Contact No: +356 9944 8633

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

### TENDERER'S TECHNICAL OFFER (ORGANISATION & METHODOLOGY)

*N.B. The Key Experts Form, the Statement of Availability Form, the Self-declaration form for Key Experts (relating to public employees) and CVs are subject to Note 2 (on p6). Any other components of the technical offer are under Note 3 (on p6).*

Where in this tender document a standard is quoted, it is to be understood that the Contracting Authority (bBrave) 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.

A technical offer (see Doc 1T) is to be provided by the Economic Operator in response to Terms of Reference. The submission shall be in a structured form and is to be in the same sequence as listed hereunder for ease of reference and evaluation.

#### 1. RATIONALE

The Researcher is required to carry out a study on bullying and ostracism at the workplace in Malta. This Contractor shall design the research questions in a way that the objectives are met successfully (See Section 2. Below on Contract Objectives and Expected Results in the Terms of Reference).

#### 2. STRATEGY

The Tenderer is expected to provide an outline on how it plans to carry out its tasks within the timeframe noted within the Special Conditions (Article 28: Execution of the Contract), and further explained within the Terms of Reference below. A brief commentary is to be presented together with a timetable or Gantt Chart that will aid bBrave in understanding how the Contractor will approach the research study.

In achieving the objectives within the rationale of the Study set out above, the Contractor is bound to conduct both quantitative and qualitative approaches. The methodology is explained in further detail within section 4.2 of the Terms of Reference, whereby a quantitative approach will be opted for with 2400 participants. A qualitative approach will then be undertaken through the use of 10 focus groups (with at least 12 participants per group).

Upon finalising the data analysis based on the research undertaken, the Contractor is bound to present everything in a report as per format and contents noted within the Terms of Reference section. In addition, the results will need to be presented in a conference or other event that will be held by bBrave aimed to launch the final study results.

#### 3. TIMETABLE OF ACTIVITIES

All activities are to be carried out in line with the timeframe indicated (Refer to Article 28: Execution of the Contract under the Special Conditions).

The Research Study can be summarised in 4 phases after a briefing is held between the Contractor and bBrave.



First, the Research Study Questionnaire (Survey) will be drafted by the Contractor and finalised with bBrave and its Consultative Committee. Once this text is closed, training will be held and then the actual research should be carried out and interim data presented to bBrave.

Secondly, once the research for Phase I is finalised and all the data presented to bBrave, the Contractor should also prepare the draft Research Study Questionnaires for the focus groups, based on the topics identified by bBrave. These drafts shall also be finalised with bBrave and its Consultative Committee.

The third phase will entail the presentation of the draft final report. This final report will then be used in the last phase whereby the Contractor shall present to bBrave bodies (and possibly stakeholders) by the 212<sup>th</sup> day from the Commencement Date of the Contract, and at an event at the end of the Project - to take place within six (6) months from the submission of the final report.

The Contractor must produce monthly progress reports (and bimonthly reports when the quantitative work is being carried out), which are to be submitted by the end of each month (and also mid-month for bimonthly reports) as agreed with the Project Leader or as identified in the Contract.

# Terms Of Reference

**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

Republic of Malta

### 1.2 - NGO

bBrave is Malta's first and only voluntary organisation to focus specifically on anti-bullying. Its mission is to raise awareness on different forms of bullying, to facilitate assistance for individuals experiencing bullying and for the reform of individuals displaying bullying behaviour in Malta.

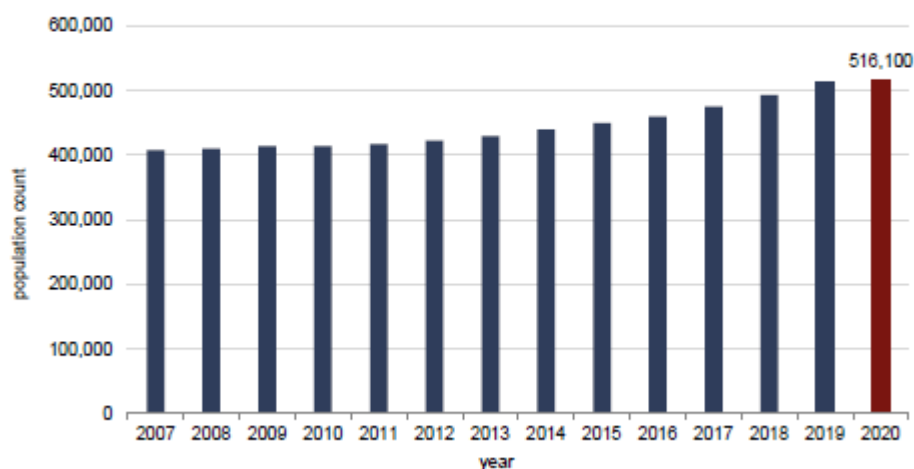
Membership is open to the general public. The Organisation is registered with the Commissioner for Voluntary Organisations (VO 1422). It is also a registered legal person with the Registrar for Legal Persons (LPA-118) and a youth organisation with Agenzija Zghazagh (AZ 252/2017).

bBrave is a Core Member of the Anti-Bullying Alliance (ABA), an international coalition of organisations and individuals that are united against bullying. bBrave works on all forms of bullying, cutting across all ages.

### 1.3 - Relevant Country Background

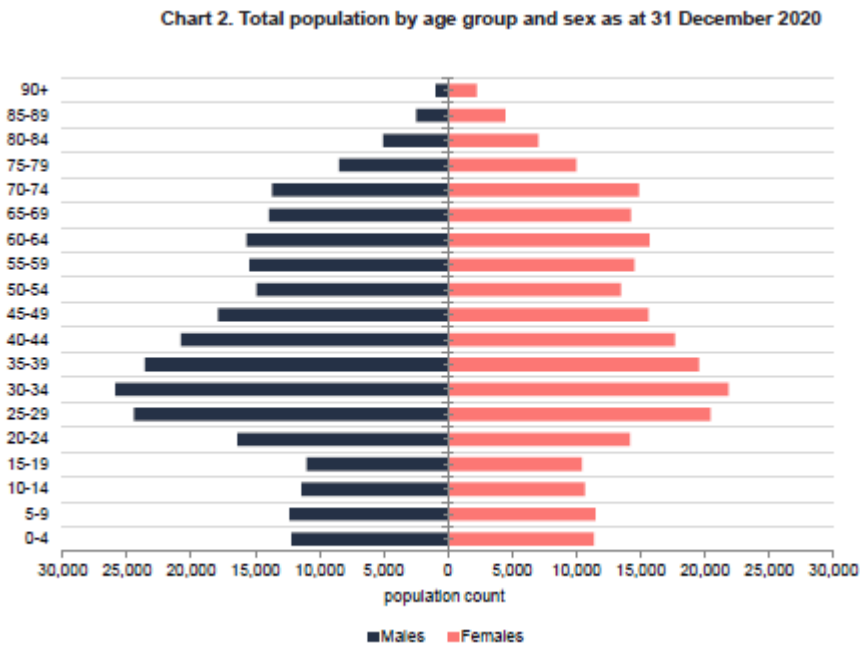
The population of Malta and Gozo totalled to approximately 516,100 in 2020<sup>1</sup>.

Chart 1. End-of-year total population estimates by year



<sup>1</sup> See [https://nso.gov.mt/en/News\\_Releases/Documents/2021/07/News2021\\_122.pdf](https://nso.gov.mt/en/News_Releases/Documents/2021/07/News2021_122.pdf), accessed on 15<sup>th</sup> June 2022.

This can be analysed between age groups and sex as per following table:



The above chart shows that a significant percentage of the population is within the workforce of the country, and this makes them all subject persons to the study undertaken by this project. Malta is no exception and hence bullying may also occur in every workplace.

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

Bullying at the workplace can take many forms. Persons bullying at the workplace act in various ways to bully their targets, such as excessive criticism, and engaging co-workers to target the worker in a negative ‘campaign, against them. Indeed, one of the most common and most hurtful consequences of bullying at the workplace is that it often leads to the target’s social exclusion. In fact, the link between workplace bullying and social exclusion has been well documented abroad. Ostracism is an insidious form of workplace bullying that causes immediate and long-term psychological injury to the recipient.

The importance of such criteria within the society can be assessed from the following sources as well;

1. National Strategic Policy for Poverty Reduction & Social Inclusion, Malta 2014-2024, Ministry for the Family, Children’s Rights and Social Solidarity.
2. Employee Wellbeing: A Harassment & Bullying Free Workplace, by the People and Standards Division, Office of the Prime Minister, 2021.
3. Equality Policy for the Public Service, by Public Administration HR Office, Office of the Prime Minister, 2013.
4. Equality for Men and Women Act, 2003 (Cap 456).
5. Employment and Industrial Relations Act, 2002 (Cap 452).
6. Equal Treatment of Persons Order, 2007 (SL 460.15).
7. Equal Opportunities (Persons with Disability) Act, 2000 (CAP 413).
8. Equal Treatment in Employment Regulations, 2004 (SL 452.95).

9. Stharrig Pan-Ewropew tal-opinjoni jiet dwar is-saħħa u s-sigurtà fuq il-post tax-xogħol (EU-OSHA), 2013.
10. Employee Wellbeing at the Workplace, 2021 (MISCO).
11. Employee Wellbeing at the Workplace, 2021 (MISCO).

No detailed study has ever been conducted in Malta to determine the causes and consequences of workplace bullying. The proposed research and tools to be developed aim to determine the extent and causes of the workplace bullying problem nationally in order to effectively address them. Thus, the sample of individuals selected for the study will be representative of the national working population, based on a sampling grid to be provided by bBrave, cutting across age groups, gender, economic sector and the regions of Malta, which shall include a diversity of people, including different ethnicities, disabilities, beliefs, etc. This will ensure that no one individual is underrepresented, resulting in a study which seeks to ensure gender equality and non-discrimination for all at the workplace.

## 1.5 - Related Programmes and Donor Activities

The Project is co-financed:

- by the European Union through the European Social Fund: Cohesion Policy 2014 - 2020 Operational Programme II; and
- through the NGO Co-Financing Fund (“NCF”) managed by the Malta Council for the Voluntary Sector.

## 2. Contract Objectives and Expected Results

### 2.1 - Overall Objectives

To carry out a study on bullying and ostracism at the workplace in Malta, seeking to understand the context, frequency and the most common forms of workplace bullying in Malta and their effects. The project will aim to contribute towards the identified development needs, in light of:

- i. Increase in the number of persons at risk of poverty, social exclusion and persons facing severe material deprivation;
- ii. Imbalances in the labour market due to discrimination and unequal treatment; and
- iii. Lack of tailor-made education, training and support services to support vulnerable groups including children and their parents.

These are to be addressed by a research campaign that will primarily consist of a quantitative national survey targeting Malta’s working population, seeking to determine the context and frequency of the issue of workplace bullying in Malta. The Contractor is expected to carry out the survey with a mixed sample, using a variety of survey methods. It is envisaged that a sample size, representative of Malta’s working population, will include 2400 individuals participating in surveys through face-to-face, online and/or phone methods. The sample of individuals selected for the study must be reflective of the working population in Malta, based on a sampling grid to be provided by bBrave, cutting across age groups, gender, economic sector and the regions of Malta, which shall include a diversity of people, including different ethnicities, disabilities, beliefs, etc.; as well as ensure that the methods to be used are evidence based and justifiably appropriate for reaching the objectives of the research. Qualitative focus groups will follow to discuss further certain prominent features that arise from the initial part of the study.

### 2.2 - Specific Objectives

The objective of this contract is to conduct the research study in line with the objectives set above. More specifically:

- To identify the frequency of workplace bullying;
- To identify the types of bullying;
- To identify the reasons for bullying; and
- To identify the effects of bullying, both social & health-related and economic.

In addressing the above objectives, the Contractor is expected to explore areas that include;

- i. Bullying types: whether the bullying taking place is physical, verbal, psychological, exclusionary (ostracism), online or other;
- ii. Reasons: why bullying takes place - due to age, gender, sexuality, body appearance, ethnicity, social class, disability, religion, political beliefs, socio-economic status / family background, work-related reasons (e.g. to seek favour, for instance for greater chances of promotion), etc.;
- iii. Bullying experience: to explore when the first bullying experience took place, any pattern in subsequent bullying, frequency and intervals;
- iv. Behaviour: the attitude of the person bullying and the person being bullied, any changed behaviour, etc;
- v. Effects: any effects resulting from the bullying behaviour, including on one's mental health; and
- vi. Solutions: whether there is awareness on possible solutions, including where to seek help.

Ultimately, the research will result in a better understanding of the issue of workplace bullying in Malta; identifying the causes and effects of the issue, as well as the possible gaps and hinderances precluding individuals from speaking out or seeking help.

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

Primarily, the Research Study will seek to determine the context, frequency and identify different forms of bullying, in order to better understand the extent of the problem in Malta and thus be in a better position to address it.

This is expected to be achieved through a mix of:

1. Quantitative research study using appropriate criteria, based on a sampling grid to be provided by bBrave, cutting across age groups, gender, economic sector and the regions of Malta, which shall include a diversity of people, including different ethnicities, disabilities, beliefs, etc.;
2. Qualitative research study from the use of focus groups to discuss further certain prominent features that arise from the initial part of the study.

In carrying out the above, the Contractor is expected to:

- Develop valid and reliable questionnaires;
- Seek all possible means to contact the respondents and obtain a high participation rate; and
- Deliver the results through the specified interim and final reports noted within Section 3 (Special Conditions) above and hereinbelow, while participating in the final presentation of the study.

## 3. Assumptions and Risks

### 3.1 - Assumptions Underlying the Project Intervention

In carrying out the project, it is assumed that the following is in place:

- Relationship with bBrave: The Contractor shall consult and expect good co-operation from bBrave. It is vitally important to establish close and strong working relationships between the two parties, based on trust and transparency. However, the responsibility of implementing this contract lies with the Contractor.

- Sites and venues: Any locations required to undertake the research are to be provided by the Contractor.
- Reports: Results are to be presented in a detailed and clear format with data subdivided by the relevant variables, e.g. age, gender, employment sector and bullying type.
- Data: The raw and aggregate data will need to be inputted on Excel or other similar tool, cleaned and coded appropriately. The final reports will first need to be submitted in draft Word format and shall be deemed concluded once it is formally accepted by bBrave.
- Flexibility: It should be clear that bBrave is expecting the Contractor to be flexible (and available) during the implementation of the contract.
- Other Costs: Any other costs related to the study, including those related to research, staff and marketing of the study are to be covered by the cost of the contract.
- Language: The working languages for the research will be English and Maltese. Therefore, the interviewers should be able to communicate in both written and spoken English and Maltese.
- Data protection: The Contractor is fully knowledgeable on legal obligations (including the *Data Protection Act* (Chapter 586 of the Laws of Malta) and the *General Data Protection Regulation* (EU) No. 2016/679) and will seek the required consent, as well as handle and use such data for the sole fulfilment of this contract on behalf of bBrave. Any data records will be discarded in line with legislation upon acceptance of completion of work and throughout the implementation of the contract will be handled securely and respecting privacy at all times by anyone working for the Contractor.

**For the above to be implemented, the following additional assumptions are considered:**

- The Contractor understands the requirements and objectives of this tender.
- The Contractor shall make sure that all necessary permits or authorisations are obtained from the respective authorities for the carrying out of the project activities.
- The Contractor shall be responsible for all proof-reading of any text, written in Maltese or English.
- The Contractor shall use correct and non-discriminatory language for all project outputs produced.

### 3.2 – Risks

Besides the assumptions noted in 3.1 above, the tenderer must consider the following non-exhaustive list of risks and should propose mitigating measures in this regard. Hence, the Contractor is expected to:

- Ensure adherence with the proposed timings without jeopardising the quality of the work.
- Ensure availability of the staff for the duration of the assignment.
- Ensure a high response rate from the individuals in the workforce to be interviewed, taking into consideration various obstacles such as incorrect details and participants not wanting to participate in the survey.
- Modify the data collection process in response to force majeure (that includes but is not limited to a COVID-19 outbreak) or public health restrictive measures that limit face-to-face data collection methods. In such situations, the Contractor shall be expected to switch to remote data collection (100% online) in support of continued research. Any amendments to the data collection method of this research study are subject to approval by bBrave. Bids submitted by prospective contractors should be primarily based on a methodology whereby the quantitative surveys shall be held face-to-face, by phone and/or online; whereas the qualitative focus groups shall be held face-to-face.
- Data Protection - Given the sensitivity and nature of the study, it is fundamental that the data of every participant will be anonymised to ensure the best results to be obtained from the research study.
- Risk of not capturing a particular workforce within the sample.

## 4. Scope of the Work

### 4.1 - General

#### 4.1.1 Project Description

The research study is to take the form of a nation-wide study, envisaged to be undertaken in order to assess the prevalence of workplace bullying across Malta (including Gozo). The sample size and composition will reflect the working population in Malta (including Gozo). Thus, the results of such a study will be of benefit to businesses across the island.

The report resulting from the study will subsequently be used for the creation of a toolkit (including template anti-bullying policy and training material) and an awareness campaign.

Since there is lack of data on this area of research, the study will aim to provide a snapshot of the current situation in Malta when dealing with workplace bullying. Unfortunately, no comparison to an existing study can be made, hence the target is to gather the necessary information from the general working population.

#### 4.1.2 Geographical Area to be covered

Republic of Malta

#### 4.1.3 Target Groups

- The research campaign will primarily consist of a quantitative national survey targeting Malta's working population (include 2400 individuals participating in surveys through face-to-face, online and/or phone methods); the sample size must be reflective of the working population in Malta, based on a sampling grid to be provided by bBrave, cutting across age groups, gender, economic sector and the regions of Malta, which shall include a diversity of people, including different ethnicities, disabilities, beliefs, etc.; the methods to be used are to be evidence based and justifiably appropriate for reaching the objectives of the research.
- A qualitative study will be undertaken (through a minimum of 10 focus groups with at least 12 participants per group, lasting between 90 - 120 minutes each) to determine the most common forms of bullying at the workplace, and to discuss further certain prominent features that arise from the initial part of the study; thus focus group discussions will also be based on the results of the quantitative study previously undertaken, providing a narrative to the numbers and validation of the previous research. Moreover, the focus groups may/will also be used to subsequently field test the anti-bullying tools developed through the project, to ensure the effectiveness of each; the exact number of focus groups and participants per group will again be determined by the awarded service provider (but should not be less than 10 and 12 respectively), whilst ensuring that the sample size is reflective of the working population in Malta and methods presented are justifiably appropriate for reaching the objectives of the research.
- Target groups should seek to be adequately representative of the workforce, ensuring gender equality and non-discrimination.

## 4.2 - Specific Activities

The subject of this tender is the carrying out of a research study on bullying and ostracism at the workplace in Malta, as part of the project entitled '*Bullying and Ostracism at the Workplace in Malta*'. In achieving this level of study, the aim is to address the following:

### I. Target population and sample

The targeted population is all the workforce within the Maltese islands and no discrimination based on age, gender, ethnicity, social class, disability, religions, family background, etc... or other similar factors shall be made in the sample selection (the sample shall be made using the sampling grid to be provided by bBrave). This will primarily include:

- The holding of a survey among a minimum of 2,400 respondents; and
- The holding of a minimum of 10 focus groups with at least 12 participants per group (lasting between 90 - 120 minutes each).

### II. Methodology

The study will opt for 2 different methodologies, a survey and focus groups as noted in (I) above.

The Contractor has to ensure that the highest possible response rate is achieved, with a valid 2,400 respondents for the survey (fully completed responses that can be included in the survey adopting the sampling grid to be provided by bBrave). Each respondent or potential respondent need to receive information beforehand introducing one to the study that will be undertaken and highlighting the need of one's participation, while including other important information, including the voluntary participation on an anonymous basis.

No proxy respondents are allowed to answer on behalf of the participant, except in cases of language barrier or literacy defaults or disabilities. Proxies should be used only in exceptional cases, and where unequivocal consent by the interviewee has been given. The use of a proxy shall not extend to replace the unavailable respondent for the survey.

### III. Training

Joint training sessions lasting around 90 minutes each shall be held between the Contractor and bBrave after the draft quantitative questionnaire shall be drafted:

- a. Session 1: General training on the Study in general, bullying, tips on how to approach disabled interviewees, and the introduction of the questionnaire; and
- b. Session 2: after some days from Session 1, giving interviewers time to test the questionnaire, to meet again to go through the questionnaire and address any questions or comments to ensure that a uniform interpretation is given to all the questions. Moreover, interviewers should be trained on support options available for interviewees if these are required (including crisis) and other ethical considerations.

### IV. Research tool

The questionnaires to be developed for the survey and focus groups, need to be sent to bBrave within stipulated the deadlines and approved by the Project Leader.



The Contractor is to ensure that no participant information can be directly linked to the individual respondents; all data protection requirements are to be adhered to throughout, anonymising the data collected.

The research tool developed needs to be in both Maltese and English, with sufficient literature review conducted beforehand that allows relevant questions to be asked. Preference should be given to validated instruments / modules / questions for use in this research exercise. Naturally, interviewers need to be able to interview individuals in both the Maltese and the English language.

The quantitative questionnaires being carried out online should offer the option for the individuals to opt for a phone interview, should they prefer, to avoid excluding interviewees who are less comfortable or able to using online solutions.

Both the quantitative questionnaires and focus groups should:

- reasonably accommodate to cater for the impairment-related requirements of disabled interviewees, where necessary. These requirements include, but are not limited to, the provision of sign-language interpreting, the provision of an 'easy-read version', the explanation of interview questions to persons with intellectual disability, and communication with persons with communication difficulties; in the case of the quantitative questionnaires, disabled interviewees should be offered a face-to-face option if this facilitates their participation; and
- inform participants of support options, including crisis lines / contacts. Interviewers should be well versed with the options available to be able to guide participants if the need arises.

#### V. Data Processing

i During the fieldwork, the tenderer is expected to provide bBravewith all the raw data collected in the appropriate format.

ii. Collation, inputting, and coding of the survey findings is the ultimate responsibility of the tenderer. Such data processing should follow a method which is mutually agreed with the project leader.

iii. The results of the data collection shall be presented in frequency tables indicating a distribution of counts for each question included in the survey.

iv. All data analysis related to the study findings is to be done by the Contractor. Each question included in the survey needs to be analysed by socio-demographic variables, where applicable, including all the relevant variables e.g. age, gender, employment sector and bullying type.

v. Reporting of the total distributions/frequency results and cross-tabulations with socio-demographic variables need to be presented in the final report.

vi. The Contractor must provide bBrave with the contact details (Name, Surname, telephone number and email addresses) of those participants who agree to pass on their details to enable bBrave to carry out follow-up audits. For the avoidance of any doubt, this data must include all contact details of participants in focus groups. All such contact information must not be collected in a manner as to associate such contacts with the answers given by the participants.

vii. All data compiled or prepared by the Contractor in the performance of the contract shall be the absolute property of bBrave.

## VI. Reports

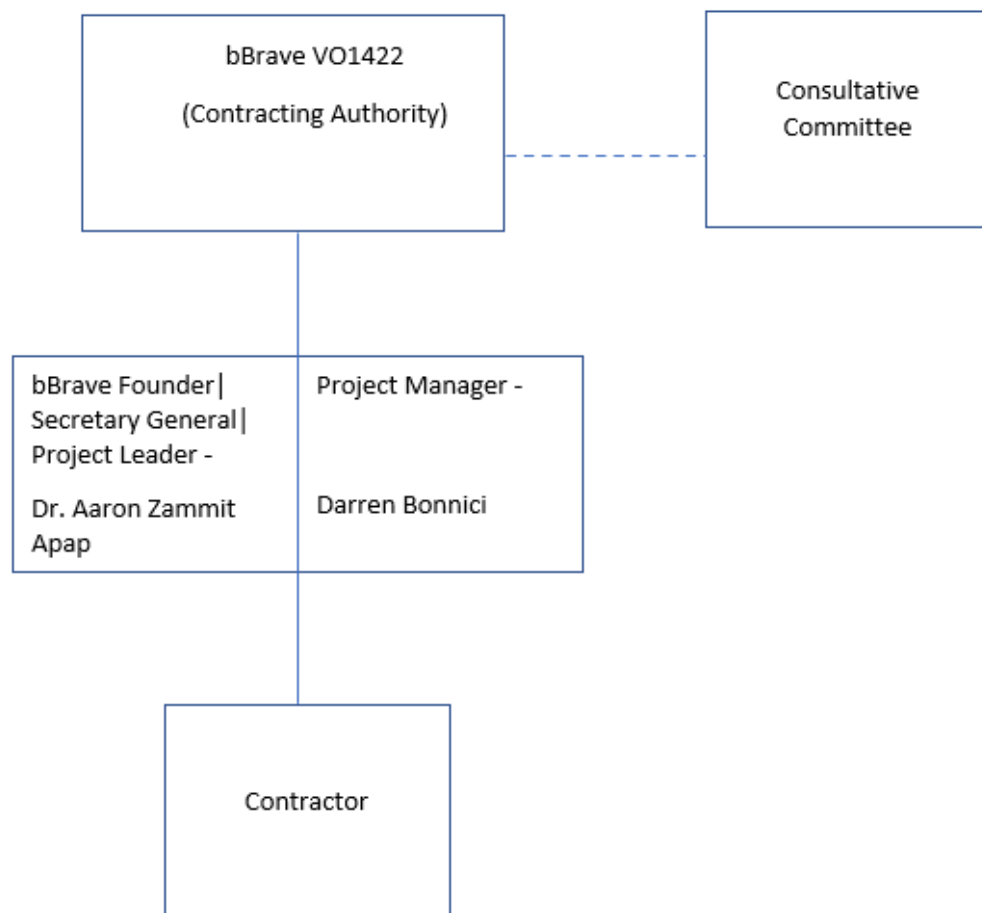
- The participation in bBrave meetings related to the Project (estimated at around 30 hours in total);
- The submission of Interim Progress Reports (See Section 8.1 - Definition of Indicators below);
- The production of a final report (at least 30-40 pages), which includes detailed commentary on data analysis (See Section 8.1 - Definition of Indicators below);
- The presentation of the survey findings and other participation (including addressing questions and participation in discussions) at a conference or other event to promote survey findings with stakeholders (estimated to occupy a maximum of 2 representatives of the tenderer for one full day's work).

## 4.3 - Project Management

### 4.3.1 Responsible Body

The Contracting Authority is bBrave (VO 1422), Malta's anti-bullying NGO.

### 4.3.2 Management Structure



As outlined in the above Chart, the Contractor will be directly responding to bBrave, and both the Project Leader and Project Manager will be representing bBrave.

## **5. Logistics and Timing**

### **5.1 - Location**

Malta.

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

The intended commencement date shall be the date of the last signature on the contract, and the period of execution of the contract will be over two hundred and twelve (212) days from this date (other than the participation in an event which is earmarked around the end of the whole Project - to take place within six (6) months from the submission of the final report).

## **6. Purposely left BLANK**

## **7. Reports**

### **7.1 - Reporting Requirements**

Interim progress reports and the final report must be prepared in accordance with the requirements of Section 3 hereinabove.

There must be a final report and final invoice at the end of the period of execution. The draft interim progress reports and the final report must be submitted in line with the 'Execution of Contract' timeline.

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

One (1) copy after each phase, in the form of interim progress reports referred to above must be submitted to the Project Leader and Project Manager identified in the contract. The progress reports must be written in English and submitted by email to the Project Leader and Project Manager. The Project Leader and Project Manager are responsible for approving the progress reports.

## **8. Monitoring and Evaluation**

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

The main key performance indicators showing progress of the study include the 'Interim Progress Reports' and the Final Report (see, *inter alia*, Section 4.2. VI. above).

#### **A. Interim Progress Reports**

The **interim progress reports** should be in line with the *Visual Identity Guidelines 2014 - 2020* (see Doc 1N), where applicable.

The **interim progress reports** shall generally be submitted on a monthly basis (and bimonthly when the quantitative work is being carried out) by the end of each month (and also mid-month for bimonthly reports) as agreed with the Project Leader or as identified in the Contract. They should contain, as a minimum:

- a. General update on the status of the work;
- b. During the carrying out of the quantitative interviews (initial questionnaire): an update on how many people have been interviewed over the reporting period from each pre-identified category in terms of the sampling grid;

- c. During the carrying out of the qualitative interviews (focus groups): an update on which groups have been concluded, the number of persons participating in the focus groups, and dates on the ones scheduled;
- d. Any foreseen factors which may speed up or delay the work;
- e. Any other relevant information.

These interim reports must be submitted by email to the Project Leader and the Project Manager.

## B. Final Report

The **final report** should be in line with the *Visual Identity Guidelines 2014 - 2020* (see [Doc 1N](#)).

Prior to the submission of the first draft of this final report, descriptive statistics of each variable (e.g. frequencies / histograms) on all questions in the questionnaire should be presented to bBrave by the Contractor, further to which bBrave shall indicate any patterns and features it wishes the Contractor to prepare a commentary on. An initial meeting shall be set-up to discuss such patterns and features and to agree on how the final report shall be split, which should be drafted in a format that will incorporate as a minimum:

- a. Executive summary;
- b. Introduction and Context;
- c. Overview of Literature review findings;
- d. Sample Selection & Methodology;
- e. Findings presented in graphical / tabulated and text format (a plan for which is to be pre-agreed upon with bBrave);
- f. Extraction of key points;
- g. Discussion of findings (including a separate commentary on each of the focus groups held); and
- h. Recommendations and Conclusions.

This final report must be professionally designed by the Contractor, submitted in pdf e-copy and in 100 hard copies in colour and soft bound format (A4).

NB All data collected, when presented to bBrave must be cleaned, put in Microsoft excel format and coded using coding standards such as ISCO 08 (employment), NACE (Rev 2) (economic sector) and NUTS (region) - the latter location codes may be made available by bBrave upon request.

## SECTION 5 - SUPPLEMENTARY DOCUMENTATION

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

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

### ***5.3 - 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.

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

The contents of this procurement document complement the latest version of the General Rules Governing Tenders for NGOs (see Doc 1M) 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, where applicable (available from the Resources section of [www.etenders.gov.mt](http://www.etenders.gov.mt)).

## SECTION 6 -SUBMISSION CHECKLIST

### 6.1 - Checklist

The following checklist should assist Tenderers in ensuring that all required information and documentation is submitted:

- Tenderer's Technical Offer (Doc 1T)
- Declaration re the Minimum Hourly Workers' Cost (Doc 1A)
- Power of Attorney (*if applicable*) (Doc 1B)
- Information re Joint Venture/Consortium (*if applicable*) (Doc 1C)
- Ultimate Beneficiary Owner Sheet (*upon contract signature*) (Doc 1D)
- Declaration concerning exclusion grounds (Doc 1E)
- Declaration concerning Selection Criteria (Doc 1F)
- Key Experts Form (Doc 1G)
- Statement of Availability Form (Doc 1H)
- Self-declaration form for Key Experts (*relating to public employees*) (Doc 1I)
- Evidence that equality is mainstreamed within Tenderer's working procedures (*for Bidders which are entities only*)
- Detailed CVs of key persons proposed to work on the Project
- Proof of Qualifications of Key Expert/s
- Evidence of training in Statistics for Key Expert/s
- Professionals Declaration Form (*where applicable*) (Doc 1J)
- The Tender Form and Tenderer's Declaration (Doc 1K)
- Financial Bid Form (Doc 1L)

This Project is being carried out with the support of:



kellimni.com  
we are here for you 24/7



THE MALTA CHAMBER



VOICE OF THE WORKERS



to protect and promote  
Office of the Commissioner for  
Mental Health  
Malta



Foundation for Social Welfare Services  
Here for you



In collaboration with:

