REFERENCE NUMBER: CFT.01.2026

TENDER FOR RESEARCH, ANALYSIS AND POLICY DEVELOPMENT SERVICES

This project is being financed through EU funds.

IMPORTANT:

No Bid Bond is requested for this tender.

Date Published:	**[27/10/2026]**	
Deadline for Submission:	**[23/11/2026]**	**at 09:30am CET**
Tender Opening:	**[23/11/2026]**	**At 10:00am CET**

Malta Employers' Association

A: 35/1, South Street, Valletta VLT 1100, Malta

T: (+356) 21 237 585

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Co-funded by the European Union

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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 Contracting Authority, 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.

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 €20,000 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 provision of **Research, Analysis and Policy Development Services**. The winning bidder must work in cooperation with the Malta Employers to undertake specific activities in Work Package 2 of the EU Funded project ESF+.02.362 - RETAIN: Ensuring the Empowerment and Inclusion of an Ageing Workforce. The following services are being requested:

- Participation in a one to one meeting between the Selected Bidder and the Contracting Authority to discuss the parameters of the research, the scope of the project it is part of, and the expectations of the Contracting Authority from the Selected Bidder.
- Undertaking of desk research to examine the effects of an ageing workforce in Malta: determining the prevalence and implications of ageism, and the economic and social impact of an ageing working population.
- Preparation, moderation and analysis of a focus group session with employers from different sectors/industries and other relevant stakeholders, to analyse their specific needs and concerns in relation to preparing for, integrating and managing an older workforce into the workplace.
- Preparation and analysis of an online survey distributed amongst the Contracting Authority's member organisations, to determine older worker' needs and concerns as they near retirement age.
- Development of a draft Research Publication incorporating and summarizing the findings of the various research activities in this tender and presenting it to the Contracting Authority.

- Development of a draft set of recommendations for policy in Malta, in relation to older worker's wellbeing and integration at the workplace; to be presented to the Contracting Authority for final approval.
- Development and presentation to the Contracting Authority a proposed framework and content for the development of guidance aimed at supporting employers to prepare for, manage and integrate an older workforce at the workplace.

1.3 The place of acceptance of the services shall be Malta Employers' Association – 35/1, South Street, Valletta, VLT 1100, Malta, the time-limits for the execution of the contract shall be twenty six (26 weeks) from date of last signature on contract, and the INCOTERM[2020] applicable shall be **Delivery Duty Paid (DDP).**

1.4 This is a fee-based contract.

1.5 This call for tenders is being issued under an open procedure.

1.6 The beneficiary of this tender is the Malta Employers' Association.

1.7 This tender is not a reserved contract.

1.8 **Bid submission procedure**

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

Address: Malta Employers' Association, 35/1 South Street, Valletta, VLT 1100, Malta
Telephone: (+356) 21 237 585
Email: admin@maltaemployers.com
Contact Person: Kurt Cortis, EU Funding & Projects Executive

2. Timetable

	DATE	TIME
Clarification Meeting/Site Visit (Refer to Clause 6.1)	N/A	N/A
Deadline for request for any additional information from the Malta Employers' Association. **Clarification requests should be addressed to:** *admin@maltaemployers.com*	10/11/2026	09:30 CET
Last date on which additional information can be issued by the Malta Employers' Association.	15/11/2026	09:30 CET
Deadline for submission of tenders	23/11/2026	09:30 CET
Tender opening session	23/11/2026	10:00 CET
* 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 No variant Solutions will be accepted.

5. Financing

5.1 The project is *co-financed* by the European Union, in accordance with the rules of European Social Fund Plus as part of the project ESF+.02.362 – RETAIN: Ensuring the Empowerment and Inclusion of an Ageing Workforce.

5.2 The Contracting Authority of this tender is the Malta Employers' Association.

6. Clarification Meeting/Site Visit

6.1 No clarification meeting/site visit is planned.

7. Selection and Award Requirements

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

(A) Eligibility Criteria

Economic Operators are to complete the necessary documents as follows: (Note2)

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

(i) Declaration concerning exclusion grounds

(C) Technical Specifications

(ii) Tenderer's Technical Offer in response to specifications. **(Note 3)**

(iii) **Key Experts Form** **(Note 2)**
(iv) **CVs of Key Experts** **(Note 2)**
(v) **Statement of Availability Form** **(Note 2)**
(vi) **Public Employees Declaration Form** (if applicable) **(Note 2)**

(D) Financial Offer

(vii) **The Tender Form and Tenderer's Declaration** are to completed and submitted with the offer.

(viii)

A financial offer is to be submitted by filling in **Financial Bid Form**, and is to be calculated on the basis of **Delivered Duty Paid (DDP)[2020] (Grand Total)** for the services tendered. (Note 3)

Notes to Clause 7:

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

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

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

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

8. Tender Guarantee (Bid bond)

8.1 No tender guarantee (bid bond) is required.

9. Criteria for Award

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

SECTION 2 – EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

Part IX of the Public Procurement Regulations – S.L. 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.*

***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 contracting authority of the whole tender or if the tender is divided into lots according to the estimated value of the tender set by the contracting authority 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 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 Conditions governing the contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. Other Special Conditions should be indicated afterwards.

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

Article 2: Notices and Written Communications

2.4 **Address**: Malta Employers' Association, 35/1 South Street, Valletta, VLT 1100, Malta
Telephone: (+356) 21 237 585
Email: admin@maltaemployers.com
Contact Person: Kurt Cortis, EU Funding & Projects Executive

2.5 The contract is made up of the following documents, in order of precedence:

(a) the signed agreement;
(b) the Special Conditions;
(c) the General Conditions;
(d) the Contracting Authority's terms of reference and design documentation;
(e) the Contractor's technical offer;
(f) the financial bid form (after arithmetical corrections if any)/breakdown;
(g) any other documents forming part of the contract.

Addenda have (including clarifications/rectifications at evaluation stage) the order of precedence of the document they are modifying.

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 Contracting Authority. The Contract will not be endorsed by the Contracting Authority until the performance guarantee is submitted. The amount of the guarantee shall not exceed 4% where the amount of the total contract value is between €10,000 and €500,000 ex VAT, and 10% where the amount of the total contract value is €500,000 or above.

Once the above percentages have been determined on the total contract value, and hence 4% or 10% have been defined, the following shall apply.

7.15 The Performance Guarantee shall be released after the Contracting Authority has deemed the satisfactory completion and formal acceptance of all contracted services/deliverables.

Article 13: Medical, Insurance and Security Arrangements

13.2 As per General Conditions.

13.3 As per General Conditions.

Article 14: Intellectual and Industrial Property Rights

14.3 All reports, research findings, analyses, recommendations and other deliverables produced specifically under this contract shall become the property of the Contracting Authority upon acceptance and payment. The Contractor shall retain ownership of any pre-existing intellectual property incorporated into the deliverables, while granting the Contracting Authority the necessary rights for its unrestricted use for the purposes of the project.

Article 15: Scope of the Services

15.1 The scope of the services is defined in Section 3 (Terms of Reference).

15.5 N/A

Article 16: Personnel and Equipment

16.4 Further to the provisions of the General Conditions, the services shall be personally delivered by the Key Expert identified in the successful tender. Replacement of the nominated Key Expert shall only be permitted with the prior written approval of the Contracting Authority and the proposed replacement shall possess qualifications and experience at least equivalent to those required under the Tender Document.

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-six (26) 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 Contracting Authority 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 Contracting Authority.

The Contracting Authority 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 Contracting Authority will have the right to invoke the clauses relating to the termination of the contract and subsequent penalties.

Moreover, the Contracting Authority 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 24: Interim and Final Progress Reports

24.1 Not applicable.

Article 26: Payments

26.1 This shall be a fee-based contract over a period of twenty-six (26) weeks, equivalent to approximately six (6) months.

The Contractor shall be paid in six (6) equal monthly instalments, each corresponding to one-sixth of the total awarded contract value.

The total number of hours worked over the entire contract period shall not exceed 416 hours.

Monthly Payment	Basis	Allocated Monthly Hours	Percentage of Contract Value
1	**Payment shall be effected subject to the Contracting Authority's verification and approval that the required monthly hours have been duly completed and that adequate supporting evidence of the work performed during the relevant period has been submitted and accepted.**	69	16.67%
2		69	16.67%
3		69	16.67%
4		69	16.67%
5		69	16.67%
6		71	16.65%
Total		416	100%

26.2 **Monthly Claim Procedure:**

- The Service Provider shall submit a monthly timesheet confirming the number of hours worked during the relevant month. Each timesheet entry shall clearly identify the activity or task performed. The Contracting Authority shall provide the template to be used for this purpose.

- The Service Provider shall also submit a monthly invoice indicating the total number of hours worked during the relevant month, calculated against the hourly rate approved under this Contract.

- Each monthly timesheet and corresponding invoice shall be supported by adequate evidence substantiating the work performed during the relevant period, to the satisfaction of the Contracting Authority.

26.3 As per General Conditions.

Article 27: Pre-Financing Guarantee

27.2 Not applicable.

Article 30: Revision of Prices

30.1 As per General Conditions

Article 32: Breach of Contract

32.2 As per General Conditions

Article 40: Compliance with local Employment Regulations

The Contractor shall be bound to conform and comply with the Employment and Industrial Relations Act (CAP 452), its Subsidiary Legislations (including the Employment Agencies Regulations S.L. 452.130), and any other subsequent Legal Notices that may come into force, as well as any other national legislations, regulations, standards and codes of practice, in force during the execution of the contract, as applicable to the Contractor's particular operating situation and nature of activities.

Article 41: Further Additional Clauses

Not Applicable

Article 42: Settlement of Disputes

42.1 By variance to the General Conditions of Contract, any dispute, controversy, or claim arising out of or relating to this Contract, including its breach, termination, or invalidity, which cannot be settled amicably between the Contracting Authority and the Service Provider, shall be referred to the sole jurisdiction of the National Courts of Malta.

42.2 The language of the proceedings shall be English, and the substantive governing law shall be the Laws of Malta.

SECTION 4 – TERMS OF REFERENCE (Note 3)

Where in this tender document a standard, brand or label is quoted, it is to be understood that the Contracting Authority 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 Contracting Authority.

1. Background Information

1.1 - Beneficiary Country

Malta.

1.2 - Central Government Authority

Department of Contracts.

1.3 - Contracting Authority

Malta Employers' Association

1.4 – Context: ESF+.02.362 - RETAIN

The aim of the project RETAIN is to tackle the national issue of an ageing workforce in Malta.

Primarily, the RETAIN project undertakes research amongst older workers and employers, determining their needs and concerns, resulting in the development of a Guide for Employers, supporting them in preparing, managing and integrating an older workforce effectively, and a Policy Recommendations document, detailing potential Government support.

Furthermore, the RETAIN project develops and pilots four training Programmes targeting older workers and employers, supporting their transition, upskilling, integration and management.

Lastly, the project undertakes various national awareness initiatives to challenge stereotypes, strengthen intergenerational solidarity and encourage both personal and structural adaptation.

1.5 – An ageing workforce in Malta

As Malta deals with a declining birth rate and rising life expectancy, it faces the pressing challenge of an ageing population and, consequently, an ageing workforce. Without timely and strategic intervention, this demographic shift is widely expected by economists and policymakers to negatively impact the economy.

Economist Bloom et al (2010) suggests that an ageing population's negative impact on economic growth is due to reduced labour force participation and savings rates. Many economists agree that a higher old-age dependency ratio (the number of economically dependent persons per 100 economically productive persons) is undoubtedly costlier to maintain nationally. Additionally, due to increased fiscal pressures, governments typically shift their expenditure from productive investment to increased spending on health care, old age infrastructure and public pensions, negatively impacting productivity growth and capital accumulation (Young, 2018).

The 2024 Ageing Report for Malta report by the Economic Policy Division within the Ministry for Finance, projects that the share of 65+ will increase from 19.3 per cent of the population in

2022 to 33.6 per cent in 2027 (an increase of 14.3 percentage points). Conversely, the share of very young people (0-14 years) in the total population is projected to decrease from a 13.4 per cent share in 2022 to an 11.1 per cent share in 2070.

1.6 - Rationale and Needs Analysis

RETAIN seeks to promote the retention of older workers beyond retirement age. Not only does this support economic resilience, but evidence also shows that companies with a higher proportion of experienced employees (aged 55+) often achieve stronger client retention and improved risk management outcomes.

However, promoting prolonged employment must go hand in hand with understanding its wider implications. One must consider the evolving needs and wellbeing of older workers, the incentives and support structures required by employers, and the systemic barriers that currently hinder progress.

The RETAIN project aims to address the following interconnected needs:

- Older workers require support in navigating the transition to extended employment, ensuring their physical, social, and financial wellbeing.
- Employers, in turn, need practical guidance on how to integrate, plan for, and manage an ageing workforce effectively.
- More broadly, society must foster a culture of respect for age diversity and strengthen intergenerational solidarity, recognising the value and potential of all age groups in shaping a resilient and inclusive future.

2. Contract Objectives and Expected Results

2.1 - Overall Objectives

The general objective of this contract is to contribute to addressing the national challenge of an increasingly ageing workforce in Malta through the undertaking of comprehensive local research on the subject.

In particular, this contract seeks to:

- Examine the ageing of Malta's workforce, including the prevalence and implications of ageism and the economic and social impact of an ageing working population.
- Identify employers' needs and concerns in preparing for, managing and integrating an older workforce.
- Identify the specific needs, capacities and constraints of older workers across different sectors and industries as they approach retirement age.
- Contribute to the development of effective policy measures in Malta in relation to an ageing workforce and the inclusion of older workers.
- Contribute to the development of guidance aimed at supporting employers in preparing for, managing and integrating older workers within the workplace.

Ultimately, the ESF+ project RETAIN aims to enhance the active inclusion and continued participation of older workers in the workplace.

The activities undertaken through this contract will provide an evidence base for the wider project and will contribute to the development of practical tools, employer support measures and policy recommendations. Through these outputs, the RETAIN project aims to support the

continued participation and wellbeing of older workers and contribute towards improving their quality of life both before and after retirement.

2.2 - Specific Objectives

- Participation in a one to one meeting between the Selected Bidder and the Contracting Authority to discuss the parameters of the research, the scope of the project it is part of, and the expectations of the Contracting Authority from the Selected Bidder.
- Undertaking of desk research to examine the effects of an ageing workforce in Malta: determining the prevalence and implications of ageism, and the economic and social impact of an ageing working population.
- Preparation, moderation and analysis of a focus group session with employers from different sectors/industries and other relevant stakeholders, to analyse their specific needs and concerns in relation to preparing for, integrating and managing an older workforce into the workplace.
- Preparation and analysis of an online survey distributed amongst the Contracting Authority's member organisations, to determine older workers needs and concerns as they near retirement age.
- Development of a draft Research Publication incorporating and summarizing the findings of the various research activities in this tender and presenting it to the Contracting Authority.
- Development of a draft set of recommendations for policy in Malta, in relation to older worker's wellbeing and integration at the workplace; to be presented to the Contracting Authority for final approval.
- Development and presentation to the Contracting Authority a proposed framework and content for the development of guidance aimed at supporting employers to prepare for, manage and integrate an older workforce at the workplace.

2.3 - Results to be achieved by the Service Provider

- Research Publication: The Service Provider shall develop a research report summarising the results, key insights and findings arising from the primary and secondary research undertaken under this contract, including the desk research, focus group and online survey. The final document shall be submitted to the Contracting Authority for review and approval.
- Draft Set of Policy Recommendations for Malta: The Service Provider shall develop a draft set of policy recommendations for Malta, informed by the findings of the desk research and the feedback gathered from employers and older workers through the research activities undertaken under this contract.
- Presentation of a Proposed Framework for Employer Guidance: The Service Provider shall prepare and deliver a presentation outlining a proposed framework and structure for employer guidance on preparing for, managing and integrating an older workforce. The final employer guidance document will be developed separately by the Contracting Authority and does not form part of this contract.
- Proposed Content for Employer Guidance: The Service Provider shall prepare a document setting out proposed content and key areas for inclusion in the employer guidance. This shall be informed by the findings of the research undertaken under this contract. The final employer guidance document will be developed separately by the Contracting Authority and does not form part of this contract.

3. Assumptions and Risks

3.1 - Assumptions Underlying the Project Intervention

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 Contacting Authority (the Malta Employers' Association).

3. The Service Provider is able to absorb a certain level of technical information associated with the project and be capable of engaging with stakeholders.

4. Good cooperation shall exist between the Service Provider, the Contracting Authority, and other relevant stakeholders.

5. The Service Provider is equipped to perform all meetings even online as necessary.

3.2 – Risks

Risk	Potential impact
Low participation in the focus group and online survey	Insufficient primary data may limit the reliability and usefulness of the research findings.
Lack of representative participation	Findings may disproportionately reflect particular sectors, organisation sizes or respondent groups.
Limited availability of Malta-specific data	The desk research may not provide sufficient evidence on ageing, ageism and the experiences of older workers in Malta.
Contradictory or inconclusive research findings	Differences between desk research, employer feedback and survey results may make it difficult to draw clear conclusions or formulate recommendations.
Delays in feedback or approval from the Contracting Authority	Delays may affect subsequent deliverables and the overall implementation timetable.

4. Scope of the Work

4.1 – General

4.1.1 Geographical Area to be covered

Malta and Gozo

4.1.2 Target Groups

- Workers nearing retirement age (55+)
- Employers
- HR Representatives
- Other workers at senior/managerial level

4.2 - Specific Activities

Indicative Timeline:

Activity No.	Project Months	Month					
		1	2	3	4	5	6
1	One-to-One meeting with the Contracting Authority						
2	Desk Research						
3	Focus groups with employers						
4	Online Survey with the Contracting Authority's members						
5	Development of the Research Publication						
6	Development of a draft set of policy recommendations for Malta						
7	Development of the framework and content for Employer Guidance						

Activity 1 – one-to-one meeting

The Service Provider shall be required to attend an online or in-person one-to-one meeting with the Contracting Authority to discuss the objectives and scope of the contract, clarify the role and responsibilities of the Service Provider, and agree on the expected results and specific outputs to be developed.

Following this meeting, the Service Provider shall submit to the Contracting Authority a proposed framework and methodology for the implementation of the contract. The remaining activities under the contract shall commence upon approval of the proposed framework and methodology by the Contracting Authority.

NB. For certain activities as outlined below, the Service Provider shall work in collaboration with designated members of the Contracting Authority. The relevant members of the Contracting Authority shall be identified during this initial one-to-one meeting. Following approval of the methodology and framework, the Contracting Authority shall determine the specific tasks and responsibilities for all contract activities and communicate them to the Service Provider and the designated members of the Contracting Authority.

Activity 2 – desk research

The Desk Research will seek to answer the questions:
"What are the implications of an ageing workforce for Malta and other European countries?"
"What can employers, workers and policymakers do to support longer, productive and inclusive working lives?"

The results of this research will be validated during the surveys and focus group. More specifically, the desk research will be undertaken to examine the ageing of Malta's workforce,

the prevalence and implications of ageism, and the economic and social impact of an ageing working population.

The research should draw on existing national and European statistics, academic and policy literature, labour-market reports, legislation, strategies and good practice examples. Particular attention should be given to the Maltese context, while European and international evidence should be used for comparison and to identify approaches that could be adapted locally. The desk research can cover:

- A cross-country analysis of
    - Demographic and labour-market trends
    - Ageing across economic sectors
    - Policy and legislative framework
    - Good practices and interventions
- An analysis of academic literature on the
    - Ageism in employment
    - Employer challenges associated with an ageing workforce
    - Needs of older workers
    - Economic and social implications

The findings will subsequently inform the design of the employer focus group, the online survey with older workers, and contribute to the development of policy recommendations, employer guidance, the Research Publication, and other ESF+.02.362 project outputs.

NB. For this activity, the Service Provider shall work in collaboration with designated members of the Contracting Authority. The relevant members of the Contracting Authority shall be identified during the initial one-to-one meeting at the start of the contract. Following approval of the methodology and framework submitted by the Service Provider, the Contracting Authority shall determine the specific tasks and responsibilities required for implementing the desk research and communicate them to the Service Provider and the designated members of the Contracting Authority.

Activity 3 – focus group

A Focus Group will be held with employers, per sector/industry, and other relevant stakeholder to analyse their specific needs and concerns in relation to preparing for, integrating and managing an older workforce. One or several focus group sessions may be organised depending on the number of stakeholders identified in the desk research.

Structure and Composition: One physical focus group event shall be organised. An in-person event is crucial for ensuring the engagement of participants.

Particularly, we seek to determine:

- what are their primary concerns with retaining older workers? (e.g., concerns about Productivity and Costs?)
- What specific needs do employers have for integrating, planning and managing an older workforce? (e.g., Are existing schemes effective? What other financial incentives are needed?
- Are government policies facilitating retention?

The results of this research will directly feed into contribute to the development of the employer guidance, the recommendations for policy, the Research Publication, and other ESF+.02.362 project outputs.

For this activity, the Service Provider shall work in collaboration with designated members of the Contracting Authority. The relevant members of the Contracting Authority shall be identified during the initial one-to-one meeting at the start of the contract. Following

approval of the methodology and framework submitted by the Service Provider, the Contracting Authority shall determine the specific tasks and responsibilities required for implementing the focus group and communicate them to the Service Provider and the designated members of the Contracting Authority.

Activity 4 online questionnaire

An online questionnaire will be used to undertake a comparative analysis of specific needs, capacities, and constraints of older workers in different sectors/industries. A questionnaire will be sent to older workers (55+ years) amongst the Association's members (employers).

Several key stakeholder companies will be selected to participate in this survey. These stakeholder companies will be requested to redistribute the questionnaire internally amongst their staff and encourage them to fill it in.

The survey will aim to understand the specific needs of older workers at the workplace as they near retirement age, asking for example:

- What flexible retirement frameworks are expected? (e.g., phased retirement, part-time work, job-sharing, telecommuting).
- What flexible working arrangements are expected? (e.g., reduced hours, remote work, hybrid work, job sharing).
- What digital upskilling is needed for older workers?
- Are needs different between genders?

The results of this research will contribute to the development of policy recommendations, employer guidance, the Research Publication, and other ESF+.02.362 project outputs.

For this activity, the Service Provider shall work in collaboration with designated members of the Contracting Authority. The relevant members of the Contracting Authority shall be identified during the initial one-to-one meeting at the start of the contract. Following approval of the methodology and framework submitted by the Service Provider, the Contracting Authority shall determine the specific tasks and responsibilities required for implementing the focus group and communicate them to the Service Provider and the designated members of the Contracting Authority.

Activity 5 – research publication

The Service Provider shall compile, analyse and consolidate the findings arising from all research activities undertaken under this contract, including the desk research, focus group and online survey, into a draft Research Publication. The publication shall present the methodology applied, the main findings emerging from the research, relevant trends and recurring themes, and the principal conclusions relating to Malta's ageing workforce.

The Service Provider shall ensure that findings from the different research activities are appropriately compared and triangulated, highlighting areas of convergence, divergence and any identified gaps in the available evidence. The draft publication shall be structured in a clear and coherent manner and shall be submitted to the Contracting Authority for review, feedback and approval.

Activity 6 – recommendations for policy

Based on the evidence and findings generated through the research activities undertaken under this contract, the Service Provider shall develop a draft set of policy recommendations addressing the wellbeing, continued participation and integration of older workers within the Maltese labour market.

The recommendations shall take into consideration the needs and concerns identified by employers and older workers, as well as relevant findings emerging from the desk research. The Service Provider shall ensure that the proposed recommendations are evidence-based, relevant to the Maltese context and clearly linked to the findings of the research. The draft recommendations shall be presented to the Contracting Authority for review, feedback and final approval.

Activity 7 – framework and content for employer guidance

The Service Provider shall develop a proposed framework and structure for guidance aimed at supporting employers in preparing for, managing and integrating an older workforce within the workplace. The framework shall be informed by the findings of the desk research, focus group and online survey and shall identify the optimal format to be used, including principal themes, sections and areas that should be addressed within the eventual employer guidance.

In addition to the proposed framework, the Service Provider shall prepare proposed content and key points for inclusion under the identified areas. The Service Provider shall present the proposed framework and content to the Contracting Authority, explaining how these respond to the needs, challenges and good practices identified through the research.

The development of the final employer guidance shall remain the responsibility of the Contracting Authority and shall not form part of this contract.

4.3 - Project Management

4.3.1 Responsible Body

The overall responsibility of the implementation and management of this contract lies with the Malta Employers' Association, subject to the full support from the Selected Bidder.

4.3.2 Management Structure

The Malta Employers' Association is the Contracting Authority responsible for this contract. The Malta Employers' EU Funding & Projects Team, hereby referred to as the 'Team' is responsible for the implementation and management of this contract. The Team will oversee the contract implementation and will monitor the progress of the contract, ensuring the submission of quality deliverables within stipulated timeframes.

For the purposes of this contract, the Service Provider shall be the individual nominated as the Key Expert and shall personally carry out the contracted services.

The Service Provider shall operate in liaison with the designated Contact Person, Mr Kurt Cortis (kurt.cortis@maltaemployers.com) for this contract, who is answerable to the Director General of Malta Employers, Mr Kevin J Borg (kjborg@maltaemployers.com).

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

The Contracting Authority shall:

- Outline and communicate to the service provide specific tasks to collaboratively implement certain activities in this contract.
- Provide the venue and facilities for the organisation of Activity 3 – focus group.
- Suggest a list of Association members to participate in Activity 4 – online questionnaire
- Be responsible for printing, distributing and promoting the Research Publication once the draft provided by the Service Provider is reviewed/approved.

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-six (26) weeks from date of last signature on contract.

6. Requirements

6.1 – Personnel and Key Experts

The services under this contract shall be performed by a single expert. The bidder shall nominate himself/herself as the Key Expert and shall personally undertake the services required under this contract.

Key Expert 1 - Research, Analysis and Policy Development Expert

A Research, Analysis and Policy Development Expert possessing a minimum qualification at MQF Level 7, in Economics or a related field. Relevant professional experience in research, analysis and policy development may be accepted in lieu of the minimum academic qualification.

The expert shall demonstrate, through his/her CV, that he/she possesses the required academic qualifications and/or relevant professional experience.

6.2 – Accommodation

Not applicable.

6.3 - Facilities to be provided by the Bidder/Service Provider

This contract is intended to be implemented by a single expert. The bidder shall nominate himself/herself as the Key Expert identified under Section 6.1 and shall personally undertake the services required under this contract.

The nominated Key Expert shall therefore meet the minimum qualification and/or professional experience requirements specified under Section 6.1 and shall provide the relevant supporting information through his/her CV as part of the tender submission.

The Service Provider shall be responsible for providing, at his/her own expense, all facilities, equipment, software, communication tools and other resources necessary for the proper implementation of the contract, except for those facilities expressly identified in these Terms of Reference as being provided by the Contracting Authority.

6.4 – Equipment

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

7. Reports

7.1 - Reporting Requirements

As indicated in section 2.3 of the Terms of Reference.

7.2 - Submission & Approval of Progress Reports

As indicated in section 2.3 of the Terms of Reference

8. Monitoring and Evaluation

8.1 - Definition of Indicators

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

The Contracting Authority shall utilise the following indicators to monitor the Service Provider:

- **Verification and approval of monthly payment claims:** ensuring that monthly invoices and timesheets are correctly completed and submitted, and are supported by adequate evidence substantiating the hours worked and activities undertaken.
- **Effective communication on progress:** ensuring that the Service Provider provides the Contracting Authority with timely and adequate updates on the progress of the contracted activities.
- **Timely submission of reports:** ensuring that all reports identified in Section 2.3 of the Terms of Reference are submitted within the required timeframes.
- **Quality of updates and submitted results:** ensuring that all documents, outputs and results submitted for review and approval are of an appropriate standard and comply with the requirements of this tender. Where approval by the Contracting Authority is required, such approval shall be obtained in accordance with the conditions specified in the tender documentation.
- **Timely revision of submitted results:** where any document, output or result requires revision or amendment following review by the Contracting Authority, the Service Provider shall carry out the requested amendments within a mutually agreed timeframe and, in any case, no later than one month following the end date of the contract, in accordance with the provisions of this tender.

8.2 - Special Requirements

Not applicable

SECTION 5 – SUPPLEMENTARY DOCUMENTATION

5.1 – Draft Contract Form

5.2 – Glossary

5.3 – Specimen Performance Guarantee

5.4 – Specimen Tender Guarantee

5.4 – General Conditions of Contract

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

www.etenders.gov.mt

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

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

4.8 – General Rules Governing Tendering for NGOs

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