



# Ministry for the Environment, Sustainable Development, and Climate Change

Department of Fisheries and Aquaculture

Government Farm

Ingiered Street

Marsa

MRS 3303

Malta

Telephone: (+356)22926800

Email: [infofisheries.mesdc@gov.mt](mailto:infofisheries.mesdc@gov.mt)

## Call for an Expression of Interest

**PROVISION OF SERVICES FOR LEGAL OR NATURAL PERSONS TO PROVIDE  
A SERVICE AS TUNA ATTENDANTSTO THE DEPARTMENT OF FISHERIES AND  
AQUACULTURE.**

Expression of Interest: 004/2019

Opening Date for Submissions: 26/04/2019

Closing Date for Submissions: 10/05/2019

*Department of Fisheries & Aquaculture  
Ingiered Road, Marsa, MRS 3303, Malta.  
Telephone: (+356)22926800. Email: [infofisheries.mesdc@gov.mt](mailto:infofisheries.mesdc@gov.mt)*

## **1. Objective of public call**

- 1.1 The Department of Fisheries and Aquaculture (DFA) within the Ministry for Environment, Sustainable Development and Climate Change (MESDC) hereinafter referred to as the ‘contracting authority’, is hereby publishing this call with the purpose of identifying eligible persons to provide services of **tuna attendant** within the Control Unit. The prospective candidates will be required to provide support to officers within the Control Unit and to perform other ancillary duties.
- 1.2 The selected applicant/s, herein afterwards referred to as ‘service provider/s’, shall be subject to standards of performance and expected outputs during the contract period, and unsatisfactory performance may lead to termination of the contract according to established procedures and good practice.
- 1.3 The services will be provided on contract for a period of twelve (12) months. After expiry of the twelve (12) months, the service providers may be offered a new contract for another period of twelve (12) months under the same terms and conditions.
- 1.4 All references to any particular gender shall be construed to refer and include the other gender.

## **2 Applicable Rules and Regulations**

The service provider/s shall conform to the business ethos of the Government of Malta. For the duration of the contract, s/he shall act in all respects according to instructions and direction as given by the Acting Director General (DFA) or his delegated representative. The service provider/s is furthermore bound to maintain confidentiality of all proceedings and of correspondence in relation to this service.

## **3 Duration of Contract and Payment**

- 3.1 The selected service provider/s shall be expected to enter into a contract to provide the said service for such period as indicated in clause 1.3, based on a **Day In – Day Out roster on a seven (7) day shiftweek**. In exceptional circumstances, service providers may be required to perform reduced or extra hours of service. The contract period shall commence **on the last date of signature of the contract agreement**.
- 3.2 The payment rate is €6.92 excluding VAT per hour of rendered service.
- 3.3 The service provider/s shall be held responsible, as applicable, to settle any dues in the form of taxes and/or other contributions arising out of and related to this contract agreement and this in accordance with the prevalent legislation in Malta. The service provider is responsible to pay social security contributions, income tax, VAT and any other dues/taxes that may be applicable.
- 3.4 Payment by the contracting authority for the contracted service shall be made in arrears every end of month against an invoice issued and duly signed by the service provider. Payment is subject to the endorsement of the direct supervisor in charge who certifies that the services were rendered.
- 3.5 The service provider/s shall render service from a place of work designated by the Acting Director General (DFA) or his delegated representative.
- 3.6 The contracting authority reserves the right to annul the Expression of Interest (EOI) procedure and reject all expressions without thereby incurring any liability to the affected applicants. In so doing the contracting authority shall not be liable to give any reason whatsoever.

#### **4 Termination of Services**

- 4.1 The Contracting Authority reserves the right to terminate this contract with a one week's notice prior to the termination of the contract period, without having to provide any justification.

- 4.2 If the Service Provider terminates his service otherwise than in accordance with this agreement, he is obliged to provide a week's notice. Failure to provide a week's notice the Service Provider, would be liable to pay as liquidation damages the equivalent of one week's payment.

## **5 Services required**

- 5.1 The services required by the tuna attendant shall include but not exclusively limited to the following:

- i. data inputting of relevant fisheries catch data and related information;
- ii. collecting statistical information, in particular with relation to fish sizes, on the basis of length and weight and the amount of catch (including by catch);
- iii. carry out duties at sea or perform tasks on fisheries related activities at any DFA location;
- iv. carry out observation and necessary reporting duties during the harvest of farmed blue fin tuna;
- v. carry out other duties as instructed by the Chief Fisheries Protection Officer and /or his representative;
- vi. carry out other office work as deemed necessary by the Department;
- vii. carry out any other duties or tasks that may be assigned by the Director Fisheries and/or his representative.

- 5.2 Furthermore, the service provider/s in carrying out his/her duties as tuna attendant:

- i. shall be required to work on a Day in - Day out basis as or/and as deemed necessary by the Department;
- ii. shall treat all information as confidential especially that with respect to specialised knowledge gained during implementation of their stated duties and responsibilities;
- iii. must make use of their own means of transportation to fulfil the obligations mentioned in the clauses above;

- iv. must accept all of the above requirements in writing as a condition on his service contract;
- 5.3 The Service Provider/s shall treat all information as confidential. Successful applicants will be required to sign a declaration of confidentiality as part of the service contract. Any potential conflict of interest, prior to or during provision of service, must be declared by the Service Provider/s. Potential conflict of interests will be considered by the Contracting Authority before a contract is offered to the successful applicants

## **6 Eligibility requirements:**

- 6.1 At the time of application, applicants must:
  - 6.1.1 Be citizens of Malta, or
  - 6.1.2 Be citizens of another EU Member State, or
  - 6.1.3 Be citizens of other countries to which EU provisions on free movement of persons apply, or
  - 6.1.4 Be the spouses and children, even if they are third country nationals, of any person mentioned at 6.1.1, 6.1.2 and 6.1.3 above, provided they are eligible to work in Malta. This should be determined with the advice of the Director, Citizenship and Expatriate Affairs;
  - 6.1.5 Possess a good command of the Maltese and English language, both in reading and writing;
  - 6.1.6 Provide a medical certificate attesting the suitability of the applicant to carry out the services should he/she be successful; and
  - 6.1.7 Be of good moral character (applicants must produce a certificate of conduct issued by the Police dated not earlier than one (1) month from date of application);
- 6.2 Successful candidates will be required to attend training and courses provided from time to time by the contracting authority. Such training and courses will be mandatory

and failure to attend will lead to termination of the contract for the service. The training and courses will be given during normal working hours.

- 6.3 Successful applicants undertake to perform the duties assigned to them to the best of their ability, commitment and endeavor.

## 7 Selection Process

- 7.1 The Contracting Authority will be carrying out a technical evaluation of the offers received, based on the criteria mentioned below. The order of merit will be established by the contracting authority through an interview for which eligible applicants shall be required to attend. The maximum marks allocated for each established criteria is as follows:

<b>Criteria</b>	<b>Marks</b>
Basic knowledge of data management procedures	15
General skills which show that the applicant/s possess the necessary abilities to provide the service at the Fisheries Control Unit, as indicated in clause 5 of this document with the least supervision.	35
Level/Standard of Education	20
General knowledge of Computer Office applications	15
Personal Qualities	15
<b>TOTAL MARKS</b>	<b>100</b>

- 7.2 Eligible applicants will be assessed by a Selection Board to determine their suitability to carry the services. The maximum mark for this selection process is one hundred per cent (100%) and the pass mark is fifty per cent (50%).
- 7.3 Copies of educational certificates and/or reference letters should be attached with the application and original certificates presented during the interview.

## 8 Application procedure

Written applications, which are to include a detailed CV, a certificate of conduct issued by the Police dated not earlier than one (1) month from date of application, copies of the original certificates, employment record history from Jobplus, and all other supporting documents and all eligibility requirements listed in clause 6 as applicable, must be deposited by hand in the tender box provided at the:

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by the closing time and date indicated in this document and in the advert as published in the Government Gazette.

- 8.1 **By the closing time and date, ALL applications must be physically deposited in the tender box provided at the Department of Fisheries and Aquaculture. In the event that any call for EOI is extended by the contracting authority, the new time and date will be construed to mean the (new) submission date. Any application delivered/received after the lapse of the closing time and date shall be considered as a late submission. Late submissions shall not be accepted.**
- 8.2 Submissions shall be contained in a sealed package/envelope with the **advert title** clearly marked on the outside of the package/envelope and submitted either by recorded delivery (official postal/courier service), or hand delivered and in all instances deposited in the Tender Box at the above address. **Any other method of submission shall NOT be accepted.**

## 9 Notification of Award of Contract for Service

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- 9.1 The Contracting Authority shall notify in writing the successful applicant that his/her application has been recommended by the Selection Committee.
  
- 9.2 All applicants shall be notified with the outcome of the evaluation process, and shall be provided with the list showing the order of merit. In all instances, procedure shall be regulated pursuant to the Data Protection Act and any other relevant legislation.