



REFERENCE NUMBER: ESF.02.163/3

# TENDER FOR THE PROVISION OF SKILLS DEVELOPMENT WORKSHOPS FOR CHILDREN IN OUT-OF-HOME CARE

This project is being financed through the European Structural and Investment Funds 2014-2020.

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Date Published: 16 September 2022

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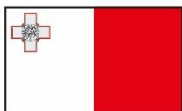
Deadline for Submission: 10 October 2022

at 09:30am  
CET/CEST

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Tender Opening: 10 October 2022

At 10:00am  
CET/CEST



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



## IMPORTANT

Clarifications shall be uploaded and will be available to view/download from  
[www.church.mt](http://www.church.mt)

**Fondazzjoni Sebħ VO/1622**

72B, Triq Villambrosa, Hamrun HMR 1127

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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 Non Governmental Organisation (NGO), whatever the economic operator's own corresponding conditions may be, which through the submission of the tender is waived. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document. These Instructions to Tenderers complement the General Rules Governing Tenders for NGOs.

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

Prospective tenderers must submit their offer by depositing it in the tender box, located at Archbishop's Curia, St Calcedonius Square, Floriana FRN 1535 MALTA. Any references in the tender document or tender forms to uploading of tender documentation and forms is to be ignored. Tenderers must submit one original tender offer as well as a soft copy on a USB (soft copies of the tender offers submitted on CD are strictly not acceptable). It is important that the full tender bid package is provided in soft copy given that due to Covid 19 pandemic, utilisation of the soft copy will be highly required throughout the evaluation process. Tender reference number and tender title must be clearly indicated on the sealed bid. Prospective tenders take full responsible to submit their offer by the set tender submission deadline.

### Note:

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

The Estimated Procurement Value for this Call for Tenders has been based on comprehensive research including appropriate financial analysis. In the context of this procurement, the Estimated Procurement Value, based on market research, is that of €25,000.00 excluding VAT.

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

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

- 1.2 The subject of this tender is the provision of skills development workshops for children in out-of-home care.
- 1.3 The place of acceptance of the contract shall be the care homes managed by Fondazzjoni Sebħ, Fondazzjoni Dar San Guzepp, and St Patrick's Residential Services, the time-limits for the execution of the contract as per Article 18 of the Terms of Reference, 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 Fondazzjoni Sebħ.
- 1.7 This tender is not a reserved contract.

## 2. Timetable

2.

|                                                                                                                                                                                          | DATE       | TIME     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------|
| Clarification Meeting/Site Visit (Refer to Clause 6.1)                                                                                                                                   | -          | -        |
| Deadline for request for any additional information from the NGO<br><br>Clarification requests should be addressed to:<br><a href="mailto:projects.sfd@sebh.mt">projects.sfd@sebh.mt</a> | 27/09/2022 | 17:00hrs |
| Last date on which additional information can be issued by the NGO                                                                                                                       | 3/10/2022  | 17:00hrs |
| Deadline for submission of tenders                                                                                                                                                       | 10/10/2022 | 09:00hrs |

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

## 3. Lots

- 3.1 This tender is not divided into lots, and tenders must be for 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, in accordance with the rules of Operational Programme II - European Structural and Investment Funds 2014-2020.
- 5.2 The Contracting Authority of this tender is Fondazzjoni Sebh.

## 6. Clarification Meeting/Site Visit

- 6.1 No clarification meeting/site visit is planned.

## 7. Selection and Award Requirements

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

### (A) Eligibility Criteria

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

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

- (ii) Power of Attorney (if applicable) <sup>(Note 2)</sup>
- (iii) Information re Joint Venture/Consortium (if applicable) <sup>(Note 2)</sup>

## **(B) Exclusion (including Blacklisting) and Selection Criteria**

Information to be submitted through the completion of the following declaration forms:

- (i) Declaration concerning Exclusion Grounds <sup>(Note 2)</sup>
- (ii) Declaration concerning Selection Criteria <sup>(Note 2)</sup>

## **(C) Technical Specifications**

- (i) Tenderer's Technical Offer in response to the Technical Offer Form Questionnaire <sup>(Note 3)</sup>

**All technical criteria listed in the Technical Offer Form are of a mandatory nature and thus failure to complete any item will disqualify the submitted offer.**

- (ii) **Key Experts** <sup>(Note 2)</sup>

The Contractor, whether a natural person, or a legal entity, is to assign 7 Key Experts. A Key Expert cannot be in more than 1 role for the scope of this project.

Together with the Key Expert Form, the following are to be submitted at Tendering stage for each Key Expert/s:

- i. Statement of Availability Form;
- ii. Key Expert Self-Declaration Form (if applicable); and
- iii. CVs and Qualifications.

### **Key Expert 1**

Minimum requirements:

- A recognised qualification at MQF level 8 (or equivalent) in Psychotherapy and valid warrant.
- Have good writing and speaking skills in English and Maltese.

### **Key Expert 2**

Minimum requirements:

- A recognised qualification at MQF level 7 (or equivalent) in: Family Therapy and Systemic Practices; or an equivalent comparable qualification and valid warrant.
- Have good writing and speaking skills in English and Maltese.

### **Key Expert 3**

Minimum requirements:

- A recognised qualification at MQF level 7 (or equivalent) in: Clinical Psychology; Counselling; or an equivalent comparable qualification and valid warrant.
- Have good writing and speaking skills in English and Maltese.

### **Key Expert 4**

Minimum requirements:

- A recognised qualification at MQF level 6 (or equivalent) in Social Work or an equivalent comparable qualification and valid warrant.
- Have good writing and speaking skills in English and Maltese.

### **Key Expert 5**

Minimum requirements:

- A recognised qualification at MQF level 6 (or equivalent) in Occupational Therapy or an equivalent comparable qualification.

- Have good writing and speaking skills in English and Maltese.

#### **Key Expert 6**

Minimum requirements:

- A recognised qualification at MQF level 5 (or equivalent) Real Estate License of either an Agent, Manager or Property Broker (Sensar).
- Have good writing and speaking skills in English and Maltese.

#### **Key Expert 7**

Minimum requirements:

- A recognised qualification at MQF level 6 (or equivalent) in: Architecture; Interior Design; or an equivalent comparable qualification.
- Have good writing and speaking skills in English and Maltese.

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

- (i) The Tender Form and Tenderer's Declaration is 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 Financial Bid Form and is to be calculated on the basis of **Delivered Duty Paid (DDP)<sup>2020</sup> (Grand Total)** for the services tendered.  
<sup>(Note 3)</sup>

#### **Notes to Clause 7:**

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

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

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

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

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

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 X of the Public Procurement Regulations

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

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

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

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

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

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

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

- (a) any decision by the General Contracts Committee or the Special Contracts Committee or by the NGO shall be made public by affixing it to the notice-board of the same NGO as the case may be or by uploading it on Government's e-procurement platform prior to the award of the contract if the call for tenders is administered by the NGO;
- (b) the appeal of the complainant shall also be affixed to the notice-board of the Review Board and shall be communicated by fax or by other electronic means to all participating tenderers;
- (c) the NGO and any interested party may, within ten calendar days from the day on which the appeal is affixed to the notice-board of the NGO and uploaded if/where applicable on the Government's e-procurement platform, file a written reply to the appeal. These replies shall also be affixed to the notice-board of the Review Board and where applicable it shall also be uploaded on the Government's e-procurement platform;

- (d) within three working days of the publication of the replies, the Secretary of the Review Board shall prepare a report (the Analysis Report) analysing the appeal and any reply to it. This report shall be circulated to the persons who file an appeal and to all parties who submitted a reply to the appeal;
- (e) after the preparatory process is duly completed, the Director or the Head of the NGO shall forward to the Chairman of the Review Board all documentation pertaining to the call for tenders in question including files, tenders submitted, copies of deposit receipts and any motivated letter;
- (f) The secretary of the board shall inform all the participants of the call for tenders, the NGO of the date or dates as the case maybe when the appeal will be heard;
- (g) When the oral hearing is concluded, the Public Contracts Review Board, if it does not deliver the decision on the same day, shall reserve decision for the earliest possible date to be fixed for the purpose, but not later than six weeks from the day of the oral hearing:  
Provided that for serious and justified reasons expressed in writing by means of an order notified to all the parties, the Public Contracts Review board may postpone the judgment for a later period.
- (h) The secretary of the board shall keep a record of the grounds of each adjournment and of everything done in each sitting;
- (i) After evaluating all the evidence and after considering all submissions put forward by the parties, the Review Board shall decide whether to accede or reject the appeal.

## SECTION 3 - SPECIAL CONDITIONS

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

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

### Article 2: Notices and Written Communications

- 2.4 All communication relating to this contract is to be directed to the Project Leader at the following address:

Project Leader ESF.02.163  
Fondazzjoni Sebh  
72B, Triq Villambrosa  
Hamrun HMR 1127

Email: [project.sfd@sebh.com](mailto:project.sfd@sebh.com)

The language of the contract and of all written communication between the Contractor and Contracting Authority shall be in English.

### Article 3: Order of Precedence of Contract Documents

- 3.1 The contract is made up of the following documents, in order of precedence:
- (a) the Contract;
  - (b) Clarifications issued during the Tender Process;
  - (b) the Special Conditions;
  - (c) the General Conditions;
  - (d) the Contracting Authority's technical specifications;
  - (e) the Contractor's technical offer, and the design documentation (drawings);
  - (f) the financial bid form (after arithmetical corrections);
  - (g) the tender declarations in the Tender Offer;
  - (h) any other documents forming part of the contract.

Addenda have 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 Further to the provisions of the General Conditions, the Contracting Authority will apply for Protection of Minors Act (POMA) certification prior to the commencement of this assignment

and signing of the contract. The Contractor shall be expected to provide all the necessary documentation to process this certification in a timely manner.

Additionally, the Contractor shall present the Contracting Authority with a Police Conduct Certificate issued by the Criminal Records Office for each Key Expert, the delivery of workshops will not commence prior to receipt of valid Police Conduct Certificates.

The Contractor shall be responsible for observing all applicable laws and regulations in the course of execution of this contract, including for procuring the necessary permits, licenses or other official authorization that may be required for the undertaking of contract activities as per General Conditions.

## **Article 7: Obligations of the Contractor**

- 7.12** The Contractor shall, within 15 calendar days of receipt of the contract, sign and date the contract and return it together with a copy of the Performance Guarantee, if applicable.

The Contractor is further obliged to forward the original performance guarantee to the Contracting Authority.

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

- 7.15** The Performance Guarantee shall be released within 30 days of the signing of the provisional acceptance certificate following final deliverable of the contract.

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

- 13.3** As per General Conditions.

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

- 14.2** The Contractor shall not publish articles relating to the services or refer to them when carrying out any services for others, or divulge information obtained from the Contracting Authority, without the prior written consent of the Contracting Authority.

- 14.3** Copyright, intellectual and industrial property rights shall remain the property of the service provider and the Contracting Authority shall not use all or any part of the course material for its own purposes.

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

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

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

- 16.4** As per General Conditions.

### **Article 17: Replacement of Personnel and Trainees**

- 17.1 The Contractor shall not make changes in the personnel agreed under the terms of the contract without notifying the Contracting Authority. Changes are subject to the approval of the Contracting Authority.

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

- 18.1 The Performance of the Contract shall commence upon the commencement letter is issued by the contracting authority.
- 18.2 Contract shall have a delivery period of 22 weeks.

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

- 19.2 Should the workshops not be finalized within the duration outline in Article 18, a penalty of €50 will be imposed for every working day of delay.
- Should the workshops not be finalized by the end of April 2023 a €50 penalty charge will apply for every working day beyond this date.

### **Article 20: Amendment of the Contract**

- 20.2 As per General Conditions.

### **Article 24: Interim and Final Progress Reports**

- 24.1 Further to the provisions of the General Conditions, the Contractor shall provide the reports as indicated under Article 7.1 of Section 4 of the Terms of Reference.

### **Article 26: Payments and Interest on Late Payment**

- 26.1 The following is the payment schedule for the Global Price Contract, applicable to all lots.

| Payment         | Narrative                                                   | Percentage (%)            |
|-----------------|-------------------------------------------------------------|---------------------------|
| Interim Payment | Following completion of the first 50% of the workshops.     | 50% of Net Contract Value |
| Final Payment   | Following completion of the remaining 50% of the workshops. | 50% of Net Contract Value |
| <b>TOTAL</b>    |                                                             | <b>100%</b>               |

### **Article 27: Pre-Financing Guarantee**

- 27.2 Not applicable.

### **Article 30: Revision of Prices**

- 30.1 As per General Conditions

### Article 39: Further Additional Clauses

- 39.1** In cases where the contract is for any reason terminated, apart from any other rights pertaining to it under the Contract, the Contracting Authority, shall have the right to obtain the same service from other suppliers and all extra cost shall be borne by the defaulting Contractor.
- 39.2** The Contracting Authority shall not be responsible for any expenses, unless pre-agreed in writing, by both parties.
- 39.3** Furthermore, the appointed Contractor shall treat all information, material and correspondence related to the execution of this contract as strictly confidential and shall not disclose any such information, materials and correspondence to any third party whatsoever without a prior written consent of the Contracting Authority.
- All property issued by the Contracting Authority to the Contractor in connection with this Contract Agreement shall remain the property of latter and shall be used in the execution of the Contract Agreement, and for no other purpose whatsoever without the prior approval of the Contracting Authority. The Contractor shall keep all the Contracting Authority's property in safe custody and good condition, set aside and clearly marked as the property of Fondazzjoni Sebh.
- On expiry or earlier termination of the Contract Agreement, the Contractor shall, if so required, either return such property to the Contracting Authority or otherwise dispose of it as instructed by the Contracting Authority.

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

### Note:

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

### 1. Background Information

#### 1.1 - Beneficiary Country

Malta

#### 1.2 - NGO

Fondazzjoni Sebh

#### 1.3 - Relevant Country Background

Malta's ESF Operational Programme for the 2014-2020 period aims to achieve inclusive growth by fostering an economy which is conducive to economic, social and territorial cohesion. The objective of the Programme, in line with Malta's targets under the Europe 2020 strategy for smart, sustainable and inclusive growth, focuses on employment, social inclusion, education and capacity building. One of the Priority Axis of OP II is ***Towards a more inclusive society (Priority Axis 2)*** for which a specific call was issued targeting NGOs and Public Entities.

Following a thorough selection process, a number of projects were selected to benefit from EU funding. These are currently during their implementation stage. The project that this contract forms part of, ***Deinstitutionalisation and improved life chances through research, education and training***, is one of the approved projects and will receive support through this grant.

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

This third stage of the project is centred around children residing in out-of-home care and the development of a support programme delivered through a series of workshops based on research carried out with this same target group.

This project aims to address the problem of lack of research and statistical clarity about this target group of children in out-of-home care, by carrying out the proposed research study. Together with the importance of encouraging the development of children's basic social skills and competences and the expression of pro-social behaviour so as to prevent juvenile crime and delinquency.

The goal being that implementing a support programme which will be able to address the needs and issues faced by these vulnerable individuals in a manner which is enjoyable and effective and equips them with the right skills to be successful in life as they grow older, exit residential care and become independent citizens.

#### 1.5 - Related Programmes and Donor Activities

This tender is being issued as part of a project which is part-financed by the European Social Fund; Operational Programme II - Investing in human capital to create more opportunities and promote the wellbeing of society - 2014-2020.

## **2. Contract Objectives and Expected Results**

### **2.1 - Overall Objectives**

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

- Provide vulnerable individuals with improved life chances opportunities for integration within society and in the labour market.

### **2.2 - Specific Objectives**

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

- Address the lack of tailor made education, training and support services to support vulnerable groups including children and their parents.

### **2.3 - Results to be Achieved by the Consultant**

The outcomes linked to this expected result in the case of the children are expected to be the following:

1. Improve emotional intelligence skills
2. Improve anger management skills
3. Develop teamwork skills
4. Strengthen empathy skills
5. Improved employability skills
6. Improved access to education/training
7. Access to extra-curricular activities

Furthermore, results to be achieved by the Contractor include:

- i. Meeting with the Project Leader within one (1) week following notification of award to sign the contract and to hold a kick-off meeting.
- ii. Draw up the minutes of meetings held with the Project Leader, including the kick off meeting, and any other relevant stakeholders.

## **3. Assumptions and Risks**

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

The list below is a non-exhaustive list of factors being assumed:

- a) The Contractor is flexible and capable of adhering to specific targets within the stipulated deadlines without jeopardising the quality of work.
- b) The Contractor has to ensure availability of the Key Experts for the duration of the assignment.
- c) The Contractor has to ensure the availability of the required expertise including the adequate skills and the necessary resources within the stipulated time frame and in line with the budget proposed by the Contractor.
- d) The Contractor is flexible and capable to manage transport logistics.
- e) The Contractor will be expected to address any issues and concerns, which may arise during the implementation of the contract and undertake the necessary consultation with all relevant stakeholders. In particular close co-operation and discussions on the resulting issues and concerns need to be undertaken with the Contracting Authority.

- f) High quality work and timely reporting (including language and presentation) is expected.
- g) The Contractor has to take note of the publicity requirements as outlined in the Manual of Procedures covering the ESF fund (which may be downloaded from the eufunds.gov.mt website) and ensure compliance with these requirements in all reports prepared.
- h) Each task will be deemed concluded once the relevant report is formally accepted by the Contracting Authority.
- i) It is being assumed by the Contracting Authority that the Contractor can undertake training activities in both Maltese and English language. Such request by the Contracting Authority shall not be against any additional costs/payments.

## 3.2 – Risks

The tenderer has to consider the following non-exhaustive list of risks and should propose mitigation measures in this regard:

- a) Unforeseen delays in the implementation of the contract.
- b) Ensure the availability of the required expertise including adequate skills and the necessary resources within the stipulated time frame and in line with the budget proposed by the Contractor.
- c) Varying number of participants due to sickness, work commitments, workload or official other disturbances.

## 4. Scope of the Work

### 4.1 – General

#### 4.1.1 Project Description

Fondazzjoni Sebħ and its partners Fondazzjoni Dar San Guzepp, and St Patrick’s Residential Services have set out on a project entitled ***Deinstitutionalisation and improved life chances through research, education, and training***.

The project that was approved for EU funding by the ESF Managing Authority consist of three main activities, a research study, care worker’s training programme and children’s training programme. Participating in this project shall be care workers and children in residential care homes managed by the NGOs Fondazzjoni Sebħ, Fondazzjoni Dar San Guzepp, and St Patrick’s Residential Services.

This project seeks to improve life chances and quality of life of children residing in residential care by tackling this in a holistic manner, by also understanding and acknowledging the impact care workers have on these children’s development.

This contract (and its lots), which is a key component of the above-mentioned project, focuses on supporting children in out-of-home care through the delivery of various workshops aimed at equipping these minors with the skills needed to navigate life and its challenges.

#### 4.1.2 Geographical Area to be covered

Malta

#### 4.1.3 Target Groups

Children aged 7-17 years old residing in out-of-home care services managed by Fondazzjoni Sebħ, Fondazzjoni Dar San Guzepp, and St Patrick’s Residential Services.

## 4.2 - Specific Activities

### 4.2.1 WORKSHOP CONSIDERATIONS

- a) Fees quoted to include trainer costs, attendance certificates, use of audio-visual equipment and any additional resources required to deliver the courses effectively.
- b) Any resources, materials, and equipment to be used during practical/workshops are to be provided by the bidder.
- c) Workshop descriptions provided are binding and not indicative.
- d) Workshops to be delivered in an interactive and engaging manner fit for the target groups, using appropriate communication techniques.
- e) Bidder to provide and issue attendance certificates to participants.
- f) Bidders to provide evidence of suitability of Key Experts delivering workshops as stated in tender terms of reference.
- g) Should any of the nominated Key Experts not be available, the Contractor is to inform the Contracting Authority and provide name and qualifications of substitute Key Expert which shall only be approved if qualifications are according to the criteria defined in this Terms of Reference. A request for a substitute Key Expert is to be made to the Contracting Authority immediately of knowing that nominated Key Expert is not available.
- h) Workshops are to be held between Monday - Friday with the possibility of Saturday sessions if necessary.
- i) Number of attendees to vary +/- 20% from the approximate number indicated and will not alter fee quoted by bidder.
- j) Workshop sessions should be adapted to the target group's level of understanding and knowledge.
- k) The location for the delivery of the workshop shall be determined by the Contracting Authority.
- l) The Contracting Authority will assign its staff to accompany and supervise the children attending the workshops.
- m) In cases where sessions go beyond the agreed time on the final timetable, no additional fees will be paid to the Contractor.
- n) The Contracting Authority will provide the Contractor with the background of the participants, if needed, to assist the Contractor in the drafting of the workshop programme.
- o) Any material used in the sessions, including notes, literature, power point presentations, need to be made available to the Contracting Authority for future reference.
- p) The Contracting Authority reserves the right to carry out its own Trainee satisfaction questionnaire to evaluate the service being delivered by the Contractor. Such a questionnaire will audit, amongst other things, the type, level, and method of delivery of the training and will also audit the training facility being used to deliver the training. If serious, major concerns result from this audit then the Contracting Authority will inform the Contractor and provide him/her with a list of recommendations and remedial actions. The Contractor is expected to take the necessary action immediately, and by not later than five (5) working days from the receipt of such recommendations.

#### 4.2.2 WORKSHOPS DESCRIPTIONS

##### Workshop 1. The Art of Being Myself

| Total Duration per Group (hours) | Workshop Duration per Group (days) | No. of Participants | No. of Groups | Total Hours |
|----------------------------------|------------------------------------|---------------------|---------------|-------------|
| 6                                | 2                                  | 72                  | 4             | 24          |

##### Sessions Content:

1. Emotional Control
  - i. Emotional Regulation
  - ii. Managing assertiveness
  - iii. Understanding and accepting emotions
  - iv. Coping Skills
  - v. Effectively handling bad news
  - vi. Coping in a helpless situation
  - vii. Emotional Control Techniques
2. Emotional Expression
  - i. Effective expression of emotions and feelings
  - ii. Asserting oneself
  - iii. Healthy expression of anger
  - iv. Using different means of expression
  - v. Establishing and maintaining emotional boundaries

##### Target Participants (2 Groups per Category):

- i. Category A: 7-12 years old
- ii. Category B: 13-17 years old

##### Delivered by:

- i. Key Expert 1
- ii. Key Expert 2
- iii. Key Expert 3

##### Workshop 2. Relationships

| Total Duration per Group (hours) | Workshop Duration per Group (days) | No. of Participants | No. of Groups | Total Hours |
|----------------------------------|------------------------------------|---------------------|---------------|-------------|
| 6                                | 2                                  | 72                  | 4             | 24          |

##### Sessions Content:

1. Managing Relationships
  - i. Understanding relationships with carers and family
  - ii. Living in a family like environment
  - iii. Polite interactions
  - iv. Positive ways of how to listen and share thought and feelings
  - v. Establishing and maintaining boundaries
2. Facing Disagreements
  - i. Enhancing listening skills
  - ii. Conflict management strategies
  - iii. Assuming responsibility for own feelings
  - iv. Resolving conflict with peers
  - v. Resolving conflict with authoritative figures

##### Target Participants (2 Groups per Category):

- i. Category A: 7-12 years old
- ii. Category B: 13-17 years old

##### Delivered by:

- i. Key Expert 1
- ii. Key Expert 2
- iii. Key Expert 3

### Workshop 3. Let's Get Organised

| Total Duration per Group (hours) | Workshop Duration per Group (days) | No. of Participants | No. of Groups | Total Hours |
|----------------------------------|------------------------------------|---------------------|---------------|-------------|
| 2                                | 1                                  | 72                  | 4             | 8           |

#### Sessions Content:

##### 1. Organisational Skills

- i. Prioritizing between what you want vs what needs to be done
- ii. Labelling and sorting personal items
- iii. Planning ahead
- iv. Setting realistic targets
- v. Creating a timetable of important appointments and events

#### Target Participants (2 Groups per Category):

- i. Category A: 7-12 years old
- ii. Category B: 13-17 years old

#### Delivered by:

- i. Key Expert 4
- ii. Key Expert 5

### Workshop 4. Independent Living

| Total Duration per Group (hours) | Workshop Duration per Group (days) | No. of Participants | No. of Groups | Total Hours |
|----------------------------------|------------------------------------|---------------------|---------------|-------------|
| 6                                | 2                                  | 34                  | 3             | 18          |

#### Sessions Content:

##### 1. Looking for a Home

- i. Obtaining information about available services
- ii. Legal matters related to housing
- iii. Looking for a flat
- iv. Renting a flat
- v. Applying for a loan and understanding the established bank procedures
- vi. Understanding other financial responsibilities to purchase/rent a house
- vii. Money management to sustain independent living

##### 2. Turning my House into a Home

- i. Colour schemes
- ii. Soft furnishings
- iii. Affordable and beautiful designs
- iv. Spatial planning

#### Target Participants:

- i. Category C: 14-17 years old

#### Delivered by:

- i. Key Expert 6
- ii. Key Expert 7

## Workshop 5. Employment

| Total Duration per Group (hours) | Workshop Duration per Group (days) | No. of Participants | No. of Groups | Total Hours |
|----------------------------------|------------------------------------|---------------------|---------------|-------------|
| 3                                | 1                                  | 34                  | 3             | 9           |

### Sessions Content:

1. Entering the Workforce for the First Time
  - i. Obtaining information about available services
  - ii. Filling in a CV
  - iii. Preparing for an interview
  - iv. Seeking support from various agencies and NGOs
  - v. Applying for training programmes and schemes
  - vi. Information on how to pay taxes, insurances etc

### Target Participants:

- i. Category C: 14-17 years old

### Delivered by:

- i. Key Expert 4

### 4.2.3 TRANSPORT

Transport services for the participants and accompanying staff must be provided by the Contractor through the use of appropriate vehicles. Transport is required for both reaching the workshop venue and returning back from the venue.

The workshops will be delivered within premises in Malta to be provided by the Contracting Authority.

## 4.3 - Project Management

### 4.3.1 Responsible Body

Fondazzjoni Sebħ

### 4.3.2 Management Structure

The Project Leader with the support of the Project Manager will be responsible to oversee the work carried out by the Contractor and Key Experts/Trainers.

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

Facilities to be provided by the Contracting Authority.

## 5. Logistics and Timing

### 5.1 – Location

Facilities to be provided by the Contracting Authority, specific workshop location to be communicated to the Contractor ahead of the Workshops.

Workshops will be held at the following premises available to the Contracting Authority:

- Fondazzjoni Sebħ - Ħamrun
- St Patrick's Home - Sliema

- St Joseph Home - Hamrun

## 5.2 - Commencement Date & Period of Execution

The intended commencement date is 1 November 2022 and the period of execution of the contract will be five (5) months from this date. Article 18.1 of the Special Conditions will determine the actual commencement date and period of execution.

## 6. Requirements

### 6.1 – Personnel

#### 6.1.1 Key Experts

The Consultant shall select and hire other experts as required according to the profiles identified in these Terms of Reference. CV's and Qualifications claimed in the CVs must be supported by certificates are to be submitted at tendering stage as per Key Expert Form.

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

#### 6.1.2 Support Staff and Backstopping

As appropriate.

### 6.2 – Accommodation

Office accommodation for each expert working on the contract is to be provided by the Bidder.

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

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

### 6.4 – Equipment

No equipment is to be purchased on behalf of the NGO / beneficiary country as part of this service contract or transferred to the NGO / beneficiary country at the end of this contract. Any equipment related to this contract which is to be acquired by the beneficiary country must be purchased by means of a separate supply tender procedure.

## **7. Reports**

### **7.1 - Reporting Requirements**

Further to the provisions of the General Conditions, the Contractor is to submit the following reports in soft and hard copies, written in English, to the Contracting Authority:

- i. Attendance reports are to be completed by the Contractor following each workshop session, template for the attendance report will be provided by the Contractor.
- ii. Evaluation report for each of the workshop delivered, following the completion of each workshop, this shall include:
  - a. Analysis of the participants' feedback
  - b. Participants' involvement and responsiveness
  - c. Workshop highlights and achievements
  - d. Concerns identified during the training
  - e. Recommendations and conclusions
  - f. Total number of participants who started the workshop
  - g. Total number of participants who completed the workshop

The Contractor will need to implement adequate mechanisms to ensure compliance with General Data Protection Regulations (GDPR).

All reports referred to above must be submitted to the Project Manager, the Project Manager is responsible for approving these reports.

### **7.2 – Meeting Requirements**

Regular update meetings with the Contracting Authority are expected during the project implementation. These will be held as the need arises. The objectives of these meetings are for the Contractor to provide regular updates with regard to the contract deliverables and to discuss any difficulties the Contractor may be encountering in this respect. The Contracting Authority, on the other hand, shall provide clarifications and possibly additional contextual information which the Contractor will need to take into account. The outcome of these regular meetings may result in the Contractor having to review the work undertaken. Where possible, these meetings will be held at the Contracting Authority's premises.

The Contractor is required to draft minutes of all contract meetings held with the Contracting Authority.

## **8. Monitoring and Evaluation**

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

- Persons supported towards the deinstitutionalisation through the provision of skills and support services

## **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](http://www.etenders.gov.mt)

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

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

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

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