



REFERENCE NUMBER: ESF.02.163/2

SERVICE TENDER FOR THE PROVISION OF TRAINING FOR NGO STAFF

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

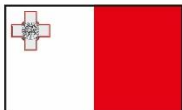
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Deadline for Submission: 29 July 2022

at 09:30am
CET/CEST

Tender Opening: 29 July 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

Fondazzjoni Sebħ VO/1622

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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:

- Lot 1 - €4,500 (excluding VAT)
- Lot 2 - €16,000 (excluding VAT)
- Lot 3 - €10,000 (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 training services to staff members of NGO's Fondazzjoni Sebħ, Fondazzjoni Dar San Guzepp, and St Patrick's Residential Services.
- 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> | 16/07/2022 | 17:00hrs |
| Last date on which additional information can be issued by the NGO                                                                                                                       | 21/07/2022 | 17:00hrs |
| Deadline for submission of tenders/Tender opening session (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering for NGOs)                          | 29/07/2022 | 09:30hrs |
| * All times Central European Time (CET) / Central European Summer Time (CEST) as applicable                                                                                              |            |          |

## **3. Lots**

- 3.1 This tender is divided into three (3) lots. Tenderers may submit a tender for one or more lots.
- 3.2 The tenderer must offer the whole of the quantity or quantities indicated for each lot. Under no circumstances will tenders for part of the quantities required be taken into consideration. Each lot may form a separate contract and the quantities indicated for different lots will be indivisible.
- 3.3 Contracts will be awarded lot by lot, in accordance with the award criteria at Article 9.

## **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 Sebħ.

## **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** <sup>(Note 2)</sup>

- (i) No Bid Bond is required. <sup>(Note 1)</sup>
- (ii) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment by submitting a declaration to this effect.
- (iii) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment by completing the minimum hourly workers' costs declaration involving the provision of the employees' services. <sup>(Note 2)</sup>
- (iv) Power of Attorney (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: <sup>(Note 2)</sup>

- (i) Declaration concerning exclusion grounds
- (ii) Declaration concerning *Selection Criteria*

### **(C) Technical Specifications**

- (i) Tenderer's Technical Offer in response to specifications. <sup>(Note 2)</sup>

The Technical Offer shall consist of the following:

- a. **Key Experts Forms; Statement of Availability Form, Public Employees Declaration Form and Professionals Declaration Form and CVs for each Key Expert/s/Trainer/s are to be submitted through the tender response format.**  
<sup>(Note 2)</sup>

#### **Lot 1: Social Aspects in the Digital World, Use of Substances, and Legal Obligations**

- Key Expert 1 - Digital Skills
- Key Expert 2 - Addiction
- Key Expert 3 - Legal Aspects of Residential Care

#### **Lot 2: Supporting Children in Residential Care through a Recovery Journey**

- Key Expert 4 - Trauma, Behaviour, Families, Self-Care, and Helping Skills
- Key Expert 5 - Trauma, Behaviour, Families, Self-Care, and Helping Skills
- Key Expert 6 - Trauma, Behaviour, Families, Self-Care, and Helping Skills

#### **Lot 3: Understanding the Physical and Social Aspects of Minors in Out of Home Care**

- Key Expert 7 - Understanding the Physical and Social Aspects of Minors in Out of Home Care
- Key Expert 8 - Understanding the Physical and Social Aspects of Minors in Out of Home Care
- Key Expert 9 - Understanding the Physical and Social Aspects of Minors in Out of Home Care

- b. Tenderer's Technical Offer <sup>(Note 3)</sup>

- 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.**

**(D) Financial Offer**

- (i) The Tender Form and Tenderer's Declaration are to be completed and submitted with the offer; a separate Tender Form is to be submitted for each option tendered, each form clearly marked 'Option 1', 'Option 2' etc.; <sup>(Note 3)</sup>
- (ii) A financial offer is to be submitted by filling in **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 maybe that an objection had been filed with his authority thereby immediately suspending the award procedure.

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

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

- (a) any decision by the General Contracts Committee or the Special Contracts Committee or by the 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 As per General Conditions.

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 authorisation 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**

**14.3** 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 18: Execution of the Contract**

**18.1** The performance of the contract shall commence with an introductory meeting between the Service Provider and the Contracting Authority within three (3) working days from the date of the Contracting Authority's endorsement of the Contract Agreement.

**18.2** The duration of the contract shall be for a period of:

- Lot 1 - four (4) weeks
- Lot 2 - twelve (12) weeks
- Lot 3 - twelve (12) weeks

Training sessions must be completed by the end of February 2023.

#### Article 19: Delays in Execution

- 19.2 Should the training programme 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 training not be finalized by the end of February 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, Interim training reports must be prepared after the conclusion of each course during the period of execution of the contract. Format of the report is to be that agreed with the Contracting Authority within ten (10) days from the date of last signature on the contract.

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

- 26.1 Indicate whether this is a global-price contract.

The following is the payment schedule for Global Price Contract, applicable to all Lots.

| Narrative       |                                                                                                                                                                            | Percentage (%) |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Interim Payment | A 50% payment following 50% completion of courses, against proof of the course reports and presentation of a valid invoice.                                                | 50%            |
| Balance         | The balance of the contract value 50% shall be paid following the full completion of the courses, against proof of the course reports and presentation of a valid invoice. | 50%            |
| <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

## 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 second stage of this project is that centred around out-of-home care workers and development of a training programme based on research carried out with these same workers.

These individuals working with this vulnerable group of children take on instrumental role and responsibility in shaping these children, and therefore play a vital role in their development. Research has shown that the greatest impact of residential treatment outcome was the young persons' relationship with their care workers (Grech, 2017). Leading researchers in residential care, such as Anglin (2002, 2014a), have highlighted that residential care work is extremely important, complex, and demanding. Studies on residential care-work practices are scarce, especially those focusing on how care workers intervene with children in care and their families (Harder, Knorth & Kalverboer, 2013). Considering these gaps and given that family-centred practice has been associated with improved behaviour in children (Geurts, Boddy, Noom & Knorth, 2012), this intervention will seek to explore practices of care work within the out-of-home residences run by Fondazzjoni Sebh, St Patrick's and St Joseph's.

A study carried out locally showed that most care workers at that time were not professionally trained on how to work therapeutically with adolescents (Abela & Sammut Scerri, 2003). The care workers experienced the collaborative approach adopted in the study as empowering, and

acknowledged the need for further training to be more therapeutically effective with the residents (Abela & Sammut Scerri, 2003). In response to the 2003 study, the current head of care Brincat, emphasized that at the time, unlike residential care workers, the residential social workers would have been trained. A lack of systematic training was also identified within the Church Homes (Aldgate et al., 2008) because at that time they were expected to “learn on the job” (p. 7). Given this situation together with the fact that no further studies have been carried out with this population since 2003 further emphasises the pertinence of this project.

The NGO’s participating in this project acknowledge the importance of proper training, skills and competences necessary for these employees working with this vulnerable group in order to be able to provide the assistance and care these children require. Through continuous professional development programmes care workers will maintain, improve and broaden their skills, knowledge and expertise, as well as develop the required qualities for professional practice. Through such training, care workers would feel more empowered and capable of dealing with complex situations and thus will be helping their service users with the best practice methods to ensure a better quality of life. This investment will therefore contribute to the overall capacity building of these three institutions to facilitate the deinstitutionalisation of persons in residential care.

## 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 this contract are as follows:

- To enhance and strengthen the skills set of staff working within Fondazzjoni Sebħ and its partners Fondazzjoni Dar San Guzepp, and St Patrick’s Residential Services

### 2.2 - Specific Objectives

The objectives of this contract are as follows:

- To address the skills gaps and updating skills and knowledge of professionals and other persons working with vulnerable groups.

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

1. Training in Digital Skills & Addiction Legal Aspects of residential Care
2. Training in Trauma, Behaviour, Families, Self-Care, and Helping Skills
3. Training in Understanding the Physical and Social Aspects of Minors in Out of Home Care

## 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 will be expected to address any issues and concerns, which may arise during the implementation of the tender 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.
- e) High quality work and timely reporting (including language and presentation) is expected.
- f) 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.
- g) Each task will be deemed concluded once the relevant report is formally accepted by the Contracting Authority.
- h) It is being assumed by the Contracting Authority that the Contractor can undertake training activities also in Maltese, if so requested by the Contracting Authority. Such request by the Contracting Authority shall not be against any additional costs/payments.

### 3.2 – Risks

The tenderer has to take into account 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 the NGOs multi-disciplinary team by addressing the skills gaps and updating of knowledge in the field of residential care.

#### 4.1.2 *Geographical Area to be covered*

Malta

#### 4.1.3 *Target Groups*

NGO staff members working within Fondazzjoni Sebħ, Fondazzjoni Dar San Guzepp, and St Patrick's Residential Services.

Target Participant Groups:

- Care Workers/Social Support Workers
- Care Co-Ordinators
- House Leaders/Home Managers
- Social Workers/Professional Workers
- Senior Managers

## 4.2 - Specific Activities

#### 4.2.1 Course / Training Considerations - **APPLICABLE TO ALL LOTS**

- a) Fees quoted to include trainer costs, facilities, coffee breaks, lunch breaks (for full day courses), attendance certificates, use of audio-visual equipment and any additional resources required to deliver the courses effectively.
- b) Premises including lecture rooms and workshops to be provided by the bidder. Any resources, materials and equipment to be used during practical/workshops are to be provided by the bidder.
- c) In case of any COVID 19 public restrictions, class-based training is not possible and training shifts to remote lecturing, bidder has to provide the necessary software that allows participants to interact with the tutor and other participants online.
- d) Course descriptions provided are binding and not indicative.
- e) Bidder to provide and issue attendance certificates to participants.
- f) Bidders to provide evidence of suitability of Key Experts delivering courses 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) A 10-minute coffee break every 2 hours is required. For full day courses (6 hours or more per session), an additional 30-minute lunch break is to be scheduled in the program. Coffee service to be provided for half-day courses, including a selection of tea, coffee, water, biscuits, and pastries. A small lunch (light snack-sandwiches, fruit and a drink - tea, coffee, water and soft drink) is to be provided for full day courses in addition to the coffee service. The necessary COVID-19 standards and guidance applicable are to be followed.
- i) Courses are to be held between 0800hrs and 1700hrs, held between Monday - Friday with the possibility of Saturday sessions if necessary.



- j) Number of attendees to vary +/- 20% from the approximate number indicated and will not alter fee quoted by bidder. The necessary COVID-19 standards and guidance applicable are to be followed.
- k) Courses are to be held in Malta. Bidders from overseas are to send trainers to Malta unless there are travel restrictions in place by the local Authorities or the Authorities of the country from where trainers will be travelling. In case of any COVID 19 public health restrictions and class-based training is not possible, training can be shifted remotely.
- l) Training session should be delivered in-person, since these sessions should be interactive with practical examples and hands-on experience, with the possibility of streaming the sessions also in case any of the participants cannot make it on the day. The Service provider has to have the necessary infrastructure in place to allow this live streaming of these training sessions ex. Zoom or Teams. The trainer might also be asked to record the live sessions.
- m) Training sessions should be adapted to the target group's level of understanding and knowledge.
- n) The location for the delivery of the training and any equipment and material, needed to deliver the training onsite in-person and streamed, are at the responsibility of the Service provider.
- o) The location for the delivery of the training and any equipment and material, needed to deliver the training onsite in-person and via Teams, are at the responsibility of the Service provider.
- p) The training location should include also:
  - a. Free parking facilities for the Target group.
  - b. The cost for the coffee breaks and light lunch must be included in the financial bid (if applicable).
  - c. Water must be made available for the Target group for the whole duration of the training sessions.
- q) No training can be carried out between the 19<sup>th</sup> December 2022 - 4<sup>th</sup> January 2023.
- r) All the training sessions need to be concluded before the end of February 2023. Under no circumstance, can the training sessions be extended beyond this date.
- s) In cases where training sessions go beyond the agreed time on the final timetable, no additional fees will be paid to the Contractor.
- t) Within three (3) working days from the endorsement of the contract the Contractor must hold a meeting with the Contracting Authority to discuss the contents of each Lot. During this meeting a timeline will be drawn and agreed by both parties, including when the Contractor should submit the final training programme and timetable to the Contracting Authority.
- u) The Contracting Authority will provide the Contractor with the background of the participants, if needed, to assist the Contractor in the drafting of the training programme.
- v) Any material used in the training session, including notes, literature, power point presentations, need to be made available to the Contracting Authority and participants both during the training and after, for future reference.
- w) 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 Course Descriptions

##### Lot 1 - Social Aspects in the Digital World, Use of Substances, and Legal Obligations

###### Required Qualification for trainers:

###### Key Expert 1 - Digital Skills

Minimum one (1) Key Expert to act as a trainer delivering the course in Digital Skills, competence in the field is required, hence, qualification at or above MQF/EQF Level 6 or equivalent in a related field (such as Marketing, Digital Marketing, Communication, Journalism). CV and copy of certificates are to be provided.

###### Key Expert 2 - Addiction

Minimum one (1) Key Expert to act as a trainer delivering the course in Addiction, competence in the field is required, hence, qualification at or above MQF/EQF Level 6 or equivalent in a related field (such as Addiction Science, Psychology, Counselling, Mental Health). CV and copy of certificates are to be provided.

###### Key Expert 3 - Legal Aspects of Residential Care

Minimum one (1) Key Expert to act as a trainer delivering the course in Digital Skills, competence in the field is required, hence, holding a Warrant to Practice Law in Malta and practicing in the field/s of Family Law, Civil Law, Child Protection. CV and copy of certificates are to be provided.

| Recommended Course Duration (hrs) | Split on number of days (recommended) | Number of groups | Approximate number of trainees per group |
|-----------------------------------|---------------------------------------|------------------|------------------------------------------|
| 6                                 | 1                                     | 3                | 20                                       |

The aim of this course is to provide an understanding of the following topics:

- Digital Skills
  - i. Understanding social media platforms
  - ii. Knowing online world of children/safety online
  - iii. How it is part of their life and development and forming their identity
  - iv. What does the online space give them - we need to understand them more
  - v. Cyber bullying and online safety
  - vi. How can workers use digital media as a tool
- Addiction
  - i. Substance abuse
  - ii. Gambling
  - iii. How to speak to children about addictions
  - iv. Self-harm
- Legal Aspects of Residential Care
  - i. Standards - SCSA
  - ii. Standards - Health & Safety
  - iii. Child Protection Alternative Care Act

~End of Lot 1~

|                                                                                   |
|-----------------------------------------------------------------------------------|
| <b>Lot 2 - Supporting Children in Residential Care through a Recovery Journey</b> |
|-----------------------------------------------------------------------------------|

**Required Qualification for trainers:****Key Expert 4 - Trauma, Behaviour, Families, Self-Care, and Helping Skills**

Minimum one (1) Key Expert to act as a trainer delivering the course, competence in the field is required, hence, qualification at or above MQF/EQF Level 8 or equivalent in a related field (such as Social Sciences). CV and copy of certificates are to be provided.

**Key Expert 5 - Trauma, Behaviour, Families, Self-Care, and Helping Skills**

Minimum one (1) Key Expert to act as a trainer delivering the course, competence in the field is required, hence, qualification at or above MQF/EQF Level 7 or equivalent in a related field (such as Social Sciences, Social Work, Social Care). CV and copy of certificates are to be provided.

**Key Expert 6 - Trauma, Behaviour, Families, Self-Care, and Helping Skills**

Minimum one (1) Key Expert to act as a trainer delivering the course, competence in the field is required, hence, qualification at or above MQF/EQF Level 7 or equivalent in a related field (such as Psychotherapy, Psychologist, Systematic Therapists, Family Therapy or Counselling). CV and copy of certificates are to be provided.

| Recommended Course Duration (hrs) | Split on number of days (recommended) | Number of groups | Approximate number of trainees per group |
|-----------------------------------|---------------------------------------|------------------|------------------------------------------|
| 20                                | 5                                     | 4                | 20                                       |

The aim of this course is to provide an understanding of the following topics:

- Trauma
  - i. Understand Trauma and ongoing trauma experienced by children in residential care (developmental and relational trauma)
  - ii. Loss and rejection
  - iii. Abuse - understanding abuse and grooming
  - iv. Impact of Trauma on children's behaviour, development, relationships etc
  - v. Impact of sexual trauma in children on sexual development and behaviour
  - vi. Trauma related to children in residential care
  - vii. Trauma informed practice
  - viii. Impact on Mental health
  - ix. Trauma and enhancing resilience (how can resilience be enhanced)
- Behaviour
  - i. Importance of positive relationships with caregivers
  - ii. Understanding challenging behaviour and causes
  - iii. Understanding the system and impact on behaviour
  - iv. Positive Discipline
  - v. Practical Skills
  - vi. Leadership skills for Care workers (assertiveness, boundaries, leading a group of children)
- Families
  - i. Understanding families
  - ii. Importance of family contact and engagement of families in the care plan
  - iii. Systemic Approach
  - iv. Bronfenbrenner ecological systems theory
- Self-Care
  - i. Vicarious Trauma (how trauma affects workers)

- ii. Supervision - understanding supervision and scope and how it is used to support staff
  - iii. Boundary Settings
  - iv. Dealing with burnout
  - v. Team Dynamics (parallel process) - understanding each other better
  - vi. Emotional relationship with children - Professional Boundaries
  - vii. Supervision for supervisors in residential care - supporting staff and counter transference
- Helping Skills
    - i. Value based system
    - ii. Communication and counselling skills (empathy and listening skills)
    - iii. Knowing when to refer and how to encourage children to engage or attend therapy

~End of Lot 2~

**Lot 3 - Understanding the Physical and Social Aspects of Minors in Out of Home Care**

**Required Qualification for trainers:**

**Key Expert 7 - Understanding the Physical and Social Aspects of Minors in Out of Home Care**

Minimum one (1) Key Expert to act as a trainer delivering the course, competence in the field is required, hence, qualification at or above MQF/EQF Level 8 or equivalent in a related field (such as Social Sciences). CV and copy of certificates are to be provided.

**Key Expert 8 - Understanding the Physical and Social Aspects of Minors in Out of Home Care**

Minimum one (1) Key Expert to act as a trainer delivering the course, competence in the field is required, hence, qualification at or above MQF/EQF Level 7 or equivalent in a related field (such as Social Sciences, Social Work, Social Care). CV and copy of certificates are to be provided.

**Key Expert 9 - Understanding the Physical and Social Aspects of Minors in Out of Home Care**

Minimum one (1) Key Expert to act as a trainer delivering the course, competence in the field is required, hence, qualification at or above MQF/EQF Level 7 or equivalent in a related field (such as Psychotherapy, Psychologist, Systematic Therapists, Family Therapy or Counselling). CV and copy of certificates are to be provided.

| Recommended Course Duration (hrs) | Split on number of days (recommended) | Number of groups | Approximate number of trainees per group |
|-----------------------------------|---------------------------------------|------------------|------------------------------------------|
| 14                                | 3                                     | 4                | 20                                       |

The aim of this course is to provide an understanding of the following topics:

- Physical Development (psychosocial development)
  - i. Stages of physical development
  - ii. Emotional development and social
  - iii. Disability and learning difficulties and supporting their integration with other children
  - iv. Attachment
  - v. Ericson
  - vi. Marcia & Blos - adolescent development
- Understanding Sexuality
  - i. Stages of sexuality and understanding sexual behaviour of children
  - ii. Understanding harmful sexual behaviour
  - iii. Gender identity and gender fluidity
  - iv. Sexual identity

- v. Healthy sexual practice
- Supporting Minors with their Formal Education
  - i. Learning styles
  - ii. Learning aids
  - iii. Using online resources
- Preparing Minors for life following Out of Home Care
  - i. Financial literacy & planning
  - ii. Support in budgeting (expenses)
  - iii. Community resources
  - iv. Integration in the community
  - v. Ongoing support
  - vi. Preparing children from a young age for independent and self-sufficient living

~End of Lot 3~

## 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 Trainers.

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

Training facilities and equipment needed to deliver the training, in-person, online and record it, will be provided by the Contractor, as outlined in Section 4.2.

## 5. Logistics and Timing

### 5.1 – Location

The Contract will be managed by Fondazzjoni Sebħ and any meetings with the Service Provider will happen at a site chosen by the Project Leader once the contract is endorsed.

The training sessions will occur at a location chosen by the Contractor, in the Southern Harbour or Northern Harbour Regions of Malta. This location has to be fit for purpose to comfortably accommodate a maximum of 24 participants and provide them with the necessary training, as outline in Section 4.2.

### 5.2 - Commencement Date & Period of Execution

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 / Trainers*

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 trainers 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.

Premises including training rooms to be provided by the bidder. Any resources, materials and equipment to be used during training sessions are to be provided by the bidder. The bidder must ensure that facilities are clean with adequate sanitary facilities, and accessible to all participants.

## 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

Course reports must be prepared after the conclusion of each course during the period of execution of the contract. Format of report is to be that agreed with the Contracting Authority's Project Leader prior to commencement of courses.

### 7.2 - Submission & approval of progress reports

One (1) soft and two (2) hard copies of the course reports referred to above must be submitted to the Project Leader identified in the contract within one (1) week of the completion of each course. The progress reports must be written in English.

### **7.3 – Certificates & Attendance Sheets**

Certificates of achievement-completion are to be provided to trainees that successfully complete the course within one (1) month of the course completion.

Attendance sheets are required by not later than three (3) days following each session. The Contracting Authority will be providing attendance sheet templates to be used by the Contractor.

## **8. Monitoring and Evaluation**

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

Number of participants undertaking ESF finance training.

Number of participants successfully completing the training and gaining a certification upon completion.

## **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)).