

Secretariat for
Catholic Education
Archdiocese of Malta

Training Educators for Diversity



FILE REFERENCE: TED FORTRAIN 03/2012

ADVERT NUMBER: TED 03/2012

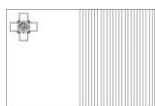
TENDER FOR THE PROVISION OF A PROFESSIONAL DEVELOPMENT PROGRAMME FOR CHURCH SCHOOLS TO BE DELIVERED BY FOREIGN TUTORS

Date Published: FEBRUARY 5, 2012

Closing Date: MARCH 21, 2012 at 10:00 am CET

The tender document may be downloaded free of charge at www.maltadiocese.org/lang/en/tenders-jobs/; bidders are, however, required to note that a fee of €150 shall be charged for each submission received prior to insertion in the tender box provided for this purpose. It shall be the responsibility of each bidder to ensure that an appropriate receipt is obtained and retained for future reference.

Operational Programme II – Cohesion Policy 2007-2013
Empowering People for More Jobs and a Better Quality of Life
Project part-financed by the European Union
European Social Fund
Co-financing rate: 85% EU Funds; 15% Beneficiary



Investing in your future

IMPORTANT:

Tenderers are required to ensure that the mandatory tender guarantee (bid bond) of €60,000 is to remain valid up to August 20, 2012.

Any clarifications shall be available for viewing at www.maltadiocese.org/lang/en/tenders-jobs/.

Secretariat for Catholic Education

No.16 - The Mall - Floriana FRN 1472 - Malta. Tel: (356) 2779 0060 - Fax: (356) 2779 0078

Table of Contents

Table of Contents	2
VOLUME 1 SECTION 1 - INSTRUCTIONS TO TENDERERS	4
A. GENERAL PART	4
1. General Instructions	4
2. Timetable	4
3. Lots	5
4. Financing	5
5. Eligibility	5
6. Selection Criteria	6
7. Only One Tender Per Tenderer	6
8. Tender Expenses	7
9. Site Inspection	7
B. TENDER DOCUMENTS	7
10. Content of Tender Document	7
11. Explanations/Clarification Notes Concerning Tender Documents	7
12. Labour Law	8
13. Law	8
C. TENDER PREPARATION	8
14. Language of Tenders	8
15. Presentation of Tenders	8
16. Content of Tender (Single-Envelope System)	9
17. Tender Prices	10
18. Currency of Tender and of Payments	10
19. Period of Validity of Tenders	10
20. Tender Guarantee (Bid Bond)	10
21. Variant Solutions	Error! Bookmark not defined.
22. Preparation and Signing of Tenders	11
D. SUBMISSION OF TENDERS	11
23. Sealing and Marking of Tenders	11
24. Extension of Deadline for Submission of Tenders	12
25. Late Tenders	12
26. Alterations and Withdrawal of Tenders	12
E. OPENING AND EVALUATION OF OFFERS	12
27. Opening of Tenders	12
28. Secrecy of the Procedure	12
29. Clarification of Tenders	13
30. Tender Evaluation Process	13
31. Correction of Arithmetical Errors	15
F. CONTRACT AWARD	15
32. Criteria for Award	15
33. Right of the Secretariat for Catholic Education to accept or reject any Tender	15
34. Notification of Award, Contract Clarifications	16
35. Contract Signing and Performance Guarantee	16
36. Commencement of Services	17
G. MISCELLANEOUS	17
37. Ethics Clauses	17
38. Data Protection and Freedom of Information	18
39. Gender Equality	18

VOLUME 1 SECTION 2 - TENDER FORM	19
VOLUME 1 SECTION 3 - TENDER GUARANTEE FORM	22
VOLUME 1 SECTION 4 - TENDERER'S STATEMENTS	23
1. Statement on Conditions of Employment	23
2. Experience as a Contractor	24
3. Statement on Exclusivity and Availability	25
VOLUME 1 SECTION 5 - GLOSSARY	Error! Bookmark not defined.
VOLUME 1 SECTION 6 - PROCEDURE FOR THE SUBMISSION OF APPEALS	28
VOLUME 2 SECTION 1 - DRAFT CONTRACT FORM	29
VOLUME 2 SECTION 2 - GENERAL CONDITIONS	31
VOLUME 2 SECTION 3 - SPECIAL CONDITIONS	32
VOLUME 2 SECTION 4 - SPECIMEN PERFORMANCE GUARANTEE	33
VOLUME 3 SECTION 1 - TERMS OF REFERENCE SET BY THE SECRETARIAT..	34
1. Background Information	35
1.1 - Beneficiary Country	35
1.2 - Central Authority.....	35
1.3 - Contracting Authority	35
1.4 - Categories of Educators covered by the Programme	35
1.5 - Related Programmes and Activities.....	35
2. Contract Objectives and Expected Results	36
2.1 - Overall Objectives of the Programme	36
2.2 - Specific Objectives of the Contract.....	36
3. Scope of the Contract	37
3.1 - General.....	37
3.2 - Specific Activities	37
3.3 - Management and Reporting Structure	38
4. Logistics and Timing	38
4.1 - Facilities to be provided by the Contracting Authority.....	38
4.2 - Facilities to be provided by the Contractor	38
4.3 - Commencement Date and Period of Execution	39
VOLUME 4 - FINANCIAL BID40

~~~~~

# VOLUME 1 SECTION 1 - INSTRUCTIONS TO TENDERERS

## A. GENERAL PART

### 1. General Instructions

- 1.1 In submitting the tender, the tenderer accepts in full and in its entirety, the content of this tender document, including subsequent clarifications issued by the Secretariat for Catholic Education. Tenderers are expected to examine carefully, and comply with, all instructions, forms, contract provisions and specifications contained in this tender document.

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

The Evaluation Committee may request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in Clause 16.1(a), 16.1(b), and 16.1(c) of these Instructions to Tenderers. Such rectification/s must be submitted within five (5) working days from notification. Failure to comply shall result in the tender offer not being considered any further.

No rectification shall be allowed in respect of the documentation as outlined in Clause 16.1(d), 16.1(e) and 16.1(f) of these Instructions to Tenderers. Only clarifications on the information submitted in respect of the latter may eventually be requested.

- 1.2 This is a call for tenders for the provision of foreign tutors to deliver a two-year professional development programme for Church Schools in Malta and Gozo as part of a wider training project entitled “*Training Educators for Diversity.*” (TED) The project is being undertaken by the Secretariat for Catholic Education (SCE) within the Archdiocese of Malta, in partnership with the Private Schools Association (PSA) and is co-funded by the European Social Fund (ESF). TED is a Continuing Professional Development (CPD) programme aimed at addressing skills mismatches resulting from recent local educational reforms and strengthening the effective use of ICT in the classroom. TED shall involve all educators engaged in Church schools including teachers, teaching assistants and school management teams.
- 1.3 This is a unit price contract. Tenderers are required to submit a fixed and all-inclusive price per participant for the duration of the project, covering each service required and all expenses relating thereto.
- 1.4 The tenderer will bear all costs associated with the preparation and submission of the tender. The Secretariat for Catholic Education shall in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.
- 1.5 The Secretariat for Catholic Education will retain ownership of all tenders received under this tender procedure. Tenderers shall, consequently, have no right to request to have their tenders returned to them.

### 2. Timetable

|                                                                                               | DATE             | TIME*    |
|-----------------------------------------------------------------------------------------------|------------------|----------|
| Publication of Tender document                                                                | February 5, 2012 | n/a      |
| Deadline for request of additional information or clarification                               | March 5, 2012    | 12:00 pm |
| Last date on which additional information is issued by the Secretariat for Catholic Education | March 15, 2012   | 3:00 pm  |

|                                                                                                                 |                |          |
|-----------------------------------------------------------------------------------------------------------------|----------------|----------|
| Deadline for submission of tenders / Tender Opening Session (unless otherwise modified in terms of Clause 11.3) | March 21, 2012 | 10:00 am |
| Announcement of winning bid                                                                                     | April 3, 2012  | 3:00 pm  |
| Deadline for submission of appeals                                                                              | April 13, 2012 | 12:00 pm |
| Announcement of Final Award                                                                                     | April 30, 2012 | 3:00 pm  |
| Latest date for presentation of Performance Bond and signing of the contract                                    | May 15, 2012   | 12:00 pm |
| * All times Central European Time (CET)                                                                         |                |          |

### 3. Lots

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

### 4. Financing

- 4.1 The project is co-financed by the European Union and the Secretariat for Catholic Education within the Archdiocese of Malta, in accordance with the rules of the European Social Fund in terms of Cohesion Policy 2007-2013 Operational Programme II *“Empowering People for more Jobs and a better Quality of Life.”*
- 4.2 The beneficiary of the financing is the Secretariat for Catholic Education, Archdiocese of Malta.

### 5. Eligibility

- 5.1 Participation in this tender is open on equal terms to all natural and legal persons of the Member States of the European Union, the beneficiary country, any other country in accordance with Regulation 76 of the Public Procurement Regulations.
- 5.2 Natural persons, companies or undertakings who fall under any of the conditions set out in Regulation 50 of the Public Procurement Regulations, 2010 (Legal Notice 296 of 2010) may be excluded from participation in and the award of contracts.
- 5.3 Tenders submitted by companies forming a joint venture or consortium must also fulfil the following requirements:
- One partner must be appointed lead partner, with the appointment being confirmed by the submission of powers of attorney duly signed by the legally empowered signatories representing each and every individual partners. The tender must include a preliminary agreement or letter of intent signed by each partner stating that all the partners assume joint and several liability for the execution of the contract, and that the lead partner is authorised to bind, and receive instructions for and on behalf of, all partners, both individually and collectively.
  - All the partners in the joint venture or consortium are bound to remain in the joint venture/consortium until the conclusion of the contracting procedure. A consortium/joint venture winning this contract must incorporate the same partners for the whole performance period of the contract other than as may be permitted or required by law.
- 5.4 All services to be supplied under this contract must originate in an eligible country; for the purpose of this contract, "origin" shall mean the country from where the services are going to be provided.

## 6. Selection Criteria

- 6.1 In order to be considered eligible for the award of the contract, tenderers must provide sufficient evidence to satisfy the Evaluation Committee that they meet or exceed each and every one of the minimum qualification criteria described in sub-Clause 6.1.2 hereunder. In the case of companies, or companies forming a joint venture or consortium, the company, or the joint venture/consortium as a whole, must satisfy the selection requirements (a) through (c) set out in sub-Clause 6.1.2 below.
- 6.1.1 No evidence of economic and financial standing is required.
- 6.1.2 Tenderers must provide sufficient evidence of their ability to successfully undertake the specified contract by submitting pertinent information relating to the following selection criteria, in accordance with the relevant form in Volume 1, Section 4 of the tender document:
- a) ten years experience in the provision of Continuing Professional Development programmes for school management teams, administrative support staff, teachers and learning support assistants in Primary and Secondary schools
  - b) ten years experience in the provision of both school-based bespoke training programmes and standard training courses open to individual subscription, within the context of (a) above;
  - c) ten years experience in the undertaking of (a) and (b) above either within the local educational context, or in an educational setting comparable to and compatible with the local context with respect to institutional set-up, support structures, quality standards, curriculum and student assessment.

In so doing, the tenderer shall be giving explicit permission to the Evaluation Committee to contact specific clients with a view of obtaining an opinion on the services provided by the tenderer, should this be deemed necessary.

In addition, in the case of companies, or companies forming a joint venture or consortium, the company, or the joint venture/consortium is required to clearly nominate a key expert to act as Training Director for the duration of the contract. The scale and scope of the envisaged activities are expected to require the full and undivided attention of the Training Director assigned to the project, for the duration of the contract. The designated expert would, therefore, be required to spend extended periods of time on the island, in view of the complex and diverse nature of the envisaged training programme.

More specifically, the tenderer must provide sufficient evidence to satisfy the Evaluation Committee that either the tenderer himself or herself (in the case of natural persons) or the key expert nominated to act as Training Director (in the case of a company, joint venture or consortium) meets or exceeds the following qualifications criteria.

- a) be in possession of a recognised university qualification in the field of education with a minimum of five years experience in school management;
- b) possess a minimum of five years experience on CPD programmes in education and be proficient in training needs analysis in an educational setting;
- c) possess a sufficient understanding of the aims of the project and of the Secretariat, and of the operating environment in local Church schools, to engage effectively with school leaders in the successful implantation of the project;
- d) possess excellent communication skills in spoken and written English and be proficient in the use of windows-based office applications;
- e) be willing and able to spend extended periods of time on island.

Tenderers are required to provide the *curriculum vitae* of the key expert who shall act as Training Director, as well as a list of any other staff proposed for engagement in the execution of the contract. The Evaluation Committee reserves the right to request tenderers to substantiate their claims in respect of the Training Director and any additional staff proposed, as well as the right to request signed Declarations of Exclusivity and Availability, during the evaluation stage.

## 7. Only One Tender per Tenderer

- 7.1 Submission or participation by a tenderer in more than one tender for a contract will result in the disqualification of all those tenders for that contract in which the party is involved.

- 7.2 A company may not tender for a given contract both individually and as a partner in a joint venture or consortium.
- 7.3 Sub-contracting is not permissible in this tender.
- 7.4 Tenderers may be required by the Evaluation Committee, during the evaluation stage, to demonstrate that they are able to call upon or employ enough human and capital resources to ensure the successful execution of the contract.

## 8. Tender Expenses

- 8.1 The tenderer will bear all costs associated with the preparation and submission of the tender.
- 8.2 The Secretariat for Catholic Education will neither be responsible for, nor cover, any expenses or losses incurred by the tenderer through any aspect of this tender.

## 9. Site Inspection

- 9.1 No clarification meeting is planned. Meetings with and/or visits by individual prospective tenderers during the tender period are neither envisaged nor permissible in this tender.

## B. TENDER DOCUMENTS

### 10. Content of Tender Document

- 10.1 The set of tender documents comprises the following documents and should be read in conjunction with any clarification notes issued in accordance with Clause 24:
- |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Volume 1 | <ul style="list-style-type: none"> <li>• Instructions to Tenderers</li> <li>• Tender Form</li> <li>• Tender Guarantee Form</li> <li>• Tenderer's Statements</li> <li>• Glossary</li> <li>• Procedure for the submission of appeals</li> </ul>                                                                                                                                                                                                                                                                                                                                    |
| Volume 2 | <ul style="list-style-type: none"> <li>• Draft Contract Form</li> <li>• General Conditions for Service Tenders as available online on the resources page at <a href="http://www.contracts.gov.mt">www.contracts.gov.mt</a>, with the general proviso that any reference to the Department of Contracts and/or its concomitant internal structures is construed to refer to the Secretariat for Catholic Education and its corresponding structures, for the purposes of this tender document;</li> <li>• Special Conditions</li> <li>• Specimen Performance Guarantee</li> </ul> |
| Volume 3 | Terms of Reference                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Volume 4 | Financial Bid                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
- 10.2 Tenderers bear sole liability for examining with appropriate care the tender documents and any clarification notes to the tender documents issued during the tendering period, and for obtaining reliable information with respect to conditions and obligations that may in any way affect the amount or nature of the tender or the execution of the works. In the event that the tenderer is successful, no claim for alteration of the tender amount will be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.
- 10.3 The tenderer must provide all documents required by the provisions of the tender document. All such documents, without exception, must comply strictly with these conditions and provisions and contain no alterations made by the tenderer.

### 11. Explanations/Clarification Notes Concerning Tender Documents

- 11.1 Tenderers may submit questions in writing up to Monday, March 5, 2012 at 12:00 pm to the Project Co-ordinator at the Secretariat for Catholic Education through an e-mail addressed to [alphacam@maltanet.net](mailto:alphacam@maltanet.net).

The Project Co-ordinator shall reply on behalf of the Secretariat for Catholic Education to all

tenderers' questions, and amend the tender documents by publishing appropriate clarification notes, up to at least 6 calendar days before the deadline for submission of tenders.

- 11.2 Questions and answers, and alterations to the tender document, will be published as a clarification note on the website of the Secretariat for Catholic Education. ([www.maltadiocese.org/lang/en/tenders-jobs/](http://www.maltadiocese.org/lang/en/tenders-jobs/)) Clarification notes will constitute an integral part of the tender documentation, and it is the responsibility of each tenderer to visit this website and be aware of the latest information published online prior to submitting the tender.
- 11.3 The Secretariat for Catholic Education may, at its own discretion, as necessary and in accordance with Clause 24.1, extend the deadline for submission of tenders to give tenderers sufficient time to take clarification notes into account when preparing the tender.

## **12. Labour Law**

- 12.1 Particular attention is drawn to the conditions concerning the employment of labour in Malta and the obligation to comply with all regulations, rules or instructions concerning the conditions of employment of any class of employee.

## **13. Law**

- 13.1 By submitting their tenders, tenderers are accepting that this procedure is regulated by Maltese Law, and are deemed to know all relevant laws, acts and regulations of Malta that may in any way affect or govern the operations and activities covered by the tender and the resulting contract.

# **C. TENDER PREPARATION**

## **14. Language of Tenders**

- 14.1 The tender and all correspondence and documents related to the tender exchanged by the tenderer and the Secretariat for Catholic Education must be written in English.
- 14.2 Supporting documents and printed literature furnished by the tenderer may be in another language, provided that they are accompanied by an accurate translation into English. For the purposes of interpretation of the tender, the English language will prevail.

## **15. Presentation of Tenders**

- 15.1 Tenders must satisfy the following conditions:
- (a) All tenders must be submitted in one original, clearly marked "original", and one identical copy (including all documentation as in the original) signed in the same way as the original and clearly marked "copy".
  - (b) Both documents are to be separately sealed and placed in another sealed envelope/package so that the bid can be identified as one tender submission. Following the tender opening session, the copy shall be kept, unopened, at the offices of the Secretariat for Catholic Education for verification purposes only, should the need arise.
  - (c) All tenders must be received by date and time indicated in the timetable at Clause 2 and deposited in the tender box at the offices of the Secretariat for Catholic Education, No.16, The Mall, Floriana, Malta.
  - (d) All package, as per (b) above, must only bear:
    - (i) the above address
    - (ii) the reference of the invitation to tender concerned
    - (iii) the name of the tenderer



## 16. Content of Tender (Single-Envelope System)

16.1 The tender must comprise the following duly completed documents, inserted in a single, sealed envelope (unless the submissions are so voluminous as to require specific packaging):

- (a) An original bid bond for the amount of €60,000, in the form provided in Volume 1, Section 3. (see Note 1 below)
- (b) *General/Administrative Information* (see Note 2 below)
  - (i) Statement on Conditions of Employment (Volume 1, Section 4)
- (c) *Minimum Selection Criteria* (see Note 2 below)
  - (i) Tenderers must demonstrate that they meet or exceed the minimum eligibility criteria set out in sub-Clause 6.1.2 by means of written submissions to this effect in accordance with the relevant forms in Volume 1, Section 4 of the tender document;
  - (ii) Tenderers must demonstrate that they meet or exceed the minimum qualifications criteria for the Training Director set out in sub-Clause 6.1.2 by means of written submissions to this effect;
  - (iii) Tenderers must submit their *curriculum vitae*, or the *curriculum vitae* of the key expert who shall act as Training Director, as well as a list of any other staff proposed for engagement in the execution of the contract.
- (d) *Evaluation Criteria - Technical Capacity* (Note 3)

Tenderers must demonstrate that they possess sufficient technical capability to successfully undertake the contract by providing proof of:

- (i) experience and ability in the professional development of large numbers of educators in practical classroom skills through group training, personal coaching, and mentoring;
  - (ii) experience and ability in the professional development of school leaders and school management teams;
  - (iii) experience and ability in the deployment of large numbers of CPD tutors in educational institutions, including overseas;
  - (iv) knowledge of the local context relevant to this tender and operational experience therein.
- (e) *Evaluation Criteria - Implementation Strategy* (Note 3)

Tenderers are required to explain how they propose to generate a successful response, in a timely manner, to the complex and diverse training requirements which are expected to be set by the eighty or so schools involved in the project. In particular, tenderers are required to express their experience and ability in the management and administration of the activities described in (i) through (iii) above, including the appraisal criteria adopted in engaging tutors.

- (f) *Financial Offer* (See Note 3 below)
  - (i) The Tender Form as provided in Volume 1, Section 2;
  - (ii) A financial bid in the form provided in Volume 4

### Notes to Clause 16.1:

1. *Tenderers will be requested to clarify/rectify, within five working days from notification, the tender guarantee only in the following two circumstances: either incorrect validity date, and/or incorrect value.*
2. *Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents, within five working days from notification.*
3. *No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

Tenderers must indicate where the above documentation is to be found in their offer by using an index. All documentation is to be securely bound or filed.

Tenderers are NOT required NOR expected to submit, with their offer, any components of the tender document except those specifically mentioned in Clause 16.

## **17. Tender Prices**

- 17.1 Tenderers are required to quote a price for each and every service stipulated in the tender document. An incomplete financial bid shall automatically disqualify a tenderer.
- 17.2 Tenderers must quote prices inclusive of Value Added Tax and any discounts. No payment will be made for any cost elements which have not been included in the tender price except as may otherwise be provided for in the contract.
- 17.3 The quoted prices shall be fixed and may not be subject to any revision or escalation in costs, unless otherwise provided for in the contract.

## **18. Currency of Tender and of Payments**

- 18.1 The currency of this tender is the Euro (€). All currency figures appearing in any of the documents submitted must be expressed in Euro (€), with the possible exception of originals of any bank and annual financial statements if so requested.
- 18.2 Payments will be made upon certification of services by the Project Co-ordinator, following the issue of the relevant invoice by the Contractor, in accordance with the timeframes stipulated in Clause 4.1 of the Special Conditions, and the terms and conditions of the contract. Payments will be affected by the Secretariat for Catholic Education on a monthly basis and solely in accordance with the timeframes, terms and conditions of the contract.
- 18.3 All correspondence relating to payments, including invoices and interim and final statements, must be submitted as stipulated in the contract.

## **19. Period of Validity of Tenders**

- 19.1 Tenders must remain valid for a period of 150 days after the deadline for submission of tenders indicated in the contract notice, the tender document or as modified in accordance with Clauses 11.3 and/or 24. Any tender quoting a shorter validity period will be rejected.
- 19.2 In exceptional circumstances the Secretariat for Catholic Education may request that tenderers extend the validity of tenders for a specific period. Such requests, and the responses to them, must be made in writing. A tenderer may refuse to comply with such a request without forfeiting the tender guarantee (Bid Bond). However, the respective tender will no longer be considered for award. If the tenderer does decide to accede to the extension, the respective tender may not be modified in any way. The tenderer is, however, bound to extend the validity of the tender guarantee for the revised period of validity of the tender.
- 19.3 The successful tenderer will be required to maintain the validity of the respective tender for a further minimum period of 60 days from the date of notification of award.

## **20. Tender Guarantee (Bid Bond)**

- 20.1 The tender guarantee is set at €60,000 (Sixty Thousand Euro) and must be an original and valid guarantee presented in the form specified in Section 3 of the tender document. The guarantee must be issued by a local Maltese Bank or a Financial Institution licensed by a recognized Financial Regulator in the country where the tenderer is located and which assumes responsibility for claims and payments to the amount as stated above. This guarantee must remain valid up to and including the 20<sup>th</sup> of August, 2012. The tender guarantee must be drawn up in the name of the Secretariat for Catholic Education, No.16, The Mall, Floriana, Malta.

The tender guarantee (bid bond) is intended as a pledge that the tenderer will not retract the offer up to the expiry date of the guarantee and, if successful, that the tenderer will enter into a contract with the Secretariat for Catholic Education on the terms and conditions stated in the tender document.

Hence, the guarantee shall be forfeited if the tenderer withdraws the tender before the above-mentioned validity date or if the tenderer fails to provide the Performance Guarantee in the event of being awarded the tender.

Tender guarantees provided by tenderers which have not been selected shall be released within 30 calendar days from the signing of the contract. The tender guarantee of the successful tenderer shall be released upon submission of a valid performance guarantee and following the signing of the contract.

Tenders that are not accompanied by the stipulated tender guarantee by the published closing time of the tender will be automatically disqualified.

Tenderers may only be requested to rectify the tender guarantee submitted under either of the following circumstances: (a) if the guarantee bears an incorrect validity date, and/or (b) if the guarantee bears an incorrect value. Such rectification/s must be submitted within five (5) working days. Failure to comply in time will result in the respective tender not being considered any further.

## **21. Variant Solutions**

- 21.1 No variant solutions or pricing options will be accepted. Tenderers must submit their tender strictly in accordance with the requirements of the tender document.

## **22. Preparation and Signing of Tenders**

- 22.1 All tenders must be submitted in one original, clearly marked “original”, and one identical copy (including all documentation as in the original) signed in the same way as the original and clearly marked “copy”. Tenders must comprise all documents specified in Clause 16 above. It is the responsibility of the tenderer to ensure that both the original and the copy are an identical representation of one another.
- 22.2 The tenderer’s submission must be typed in, or handwritten in indelible ink, and any pages on which entries or corrections have been made must be initialled by the person or persons signing the tender. All pages must be numbered consecutively by hand, machine or in any other way acceptable to the Secretariat for Catholic Education.
- 22.3 The tender must contain no changes or alterations, other than those made in accordance with instructions issued by the Secretariat for Catholic Education (issued as clarification notes) or necessitated by errors on the part of the tenderer, in which case, all corrections must be initialled by the person or persons signing the tender.
- 22.4 The tender will be rejected if it contains any other alteration, tampering, addition or deletion to the tender documents not specified in a clarification note issued by the Secretariat for Catholic Education or necessitated by clearly evident errors on the part of the tenderer.

## **D. SUBMISSION OF TENDERS**

### **23. Sealing and Marking of Tenders**

- 23.1 Tenders must be submitted in English and deposited in the apposite tender box located at the offices of the Secretariat for Catholic Education before the deadline specified in Clause 2 or as otherwise specified in accordance with Clause 11.1 and/or 24.1. Tenders may also be submitted by recorded delivery (official postal/courier service) to the address below. Tenders submitted by any other means will not be considered.

**The Secretariat for Catholic Education  
No.16, The Mall,  
Floriana  
Malta**

- 23.2 Tenderers must seal the original and the copy of their tender as outlined in Clause 15.1.
- 23.3 The Secretariat shall assume no responsibility for the misplacement or premature opening of the tender if the outer envelope is not sealed and marked as required in Clause 15.1 above.

## **24. Extension of Deadline for Submission of Tenders**

- 24.1 The Secretariat for Catholic Education may, at its own discretion, extend the deadline for submission of tenders by issuing a clarification note in accordance with Clause 11.3. In such an eventuality, all the rights and obligations of the Secretariat for Catholic Education, and the tenderer, regarding the original date specified in the contract notice will be subject to the new closing date.

## **25. Late Tenders**

- 25.1 Any tenders received after the deadline for submission specified in the contract notice or in these instructions will be retained by the Secretariat for Catholic Education. The associated guarantees will be returned to the respective tenderers.
- 25.2 The Secretariat for Catholic Education will accept no liability for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

## **26. Alterations and Withdrawal of Tenders**

- 26.1 Tenderers may alter or withdraw their tenders by written notification prior to the stipulated deadline. No tender may be altered after the deadline for submissions.
- 26.2 Any notification of alteration or withdrawal must be prepared, sealed, marked and submitted in accordance with Clause 23, and the envelope must also be marked with the word "alteration" or "withdrawal" as the case may be.
- 26.3 The withdrawal of a tender in the period between the deadline for submission and the date of expiry of the validity of the tender shall result in the forfeiture of the tender guarantee provided for in Clause 20.1

## **E. OPENING AND EVALUATION OF OFFERS**

### **27. Opening of Tenders**

- 27.1 Tenders will be opened in public on the date and time indicated in the timetable at Clause 2 (or as otherwise specified in accordance with Clause 11.1 and/or 24.1) at the Secretariat for Catholic Education, No.16 The Mall, Floriana, Malta by the appointed Evaluation Committee. The committee shall draw up a 'Summary of Tenders Received' which shall be published at a suitable location at the Secretariat as well as on the Secretariat's website at [www.maltadiocese.org/lang/en/tenders-jobs/](http://www.maltadiocese.org/lang/en/tenders-jobs/).
- 27.2 The tenderers' names, the prices quoted, the presence of the requisite tender guarantee, any written notification of alterations and withdrawals, and any other information that the Secretariat for Catholic Education may consider appropriate, shall be published following the opening of the tenders at the appointed time.
- 27.3 Envelopes marked "withdrawal" will be read out first and returned to the tenderer.
- 27.4 Reductions or alterations to tender prices made by tenderers after submission will not be taken into consideration during the evaluation of tenders.

### **28. Secrecy of the Procedure**

- 28.1 After the opening of the tenders, no information about the examination, clarification, evaluation or comparison of tenders or decisions about the contract award may be disclosed before the notification of award.
- 28.2 No information concerning verifications, opinions, comparisons and recommendations concerning the award of the contract, may be disclosed to tenderers or any other person not officially involved in the process, unless otherwise permitted or required by law.
- 28.3 Any attempt by a tenderer to approach any member of the Evaluation Committee or of the Secretariat for Catholic Education, either directly or indirectly, during the evaluation period shall be considered legitimate grounds for disqualification of the respective tender.

## 29. Clarification of Tenders

- 29.1 When checking and comparing tenders, the Evaluation Committee may ask a tenderer to clarify any aspect of the relevant tender, subject to obtaining prior approval by the Head of the Secretariat for Catholic Education.
- 29.2 Such requests and the responses thereto must be made on e-mail. The response may not alter, or try to alter, any quoted price or the content of the tender in any way, except to correct arithmetical errors as may be requested in accordance with Clause 31.1

## 30. Tender Evaluation Process

- 30.1 The following should be read in conjunction with Clause 27.

### 30.2 Part 1: Administrative Compliance

The Evaluation Committee will check the compliance of tenders with the instructions given in the tender document and, in particular, the documentation submitted in respect of Clause 16.1 (a), (b), (c), (d), (e) and (f).

The Evaluation Committee shall, after having first obtained approval by the Head of the Secretariat for Catholic Education, request rectifications in respect of incomplete or missing information pertinent to the documentation requested in Clause 16.1(a), 16.1(b) and 16.1(c) above. Such rectification/s must be submitted within five (5) working days from notification. Failure to comply shall result in the tender offer not being considered any further. No rectification shall be allowed in respect of the documentation requested in Clause 16.1(d), 16.1(e) and 16.1(f) of these instructions to tenderers. Only clarifications on the submitted information in respect of the latter clauses may eventually be requested.

### 30.3 Part 2: Eligibility and Selection Compliance

Tenders which have been considered administratively compliant shall be evaluated for admissibility as outlined below:

#### *(i) Selection Criteria*

- ten years experience in the provision of Continuing Professional Development programmes for school management teams, administrative support staff, teachers and learning support assistants in Primary and Secondary schools
- ten years experience in the provision of both school-based bespoke training programmes and standard training courses open to individual subscription, within the context of (a) above;
- ten years experience in the undertaking of (a) and (b) above either within the local educational context, or in an educational setting comparable to and compatible with the local context with respect to institutional set-up, support structures, quality standards, curriculum and student assessment.

#### *(ii) Minimum Qualifications Criteria for Key Expert*

- a recognised university qualification in the field of education
- a minimum of five years experience in school management
- a minimum of five years experience on CPD programmes in education
- proficiency in undertaking training needs analysis in an educational setting
- proficiency in the use of windows-based office applications
- excellent communication skills in spoken and written English
- sufficient understanding of the aims of the project
- sufficient understanding of the aims of the Secretariat
- sufficient understanding of the operating environment in local Church schools
- willingness and ability to spend extended periods of time on the island

The Evaluation Committee shall classify all administratively compliant tenders as compliant or non-compliant in terms of the eligibility and selection criteria. Tenders may also be deemed to be provisionally compliant, in which case they may be requested at this stage to submit further documentary proof, CVs and Declarations of Exclusivity and Availability (as per

Volume 1, Section 4) so that the Evaluation Committee may corroborate further the technical compliance of the offers received.

### 30.4 Part 3: Technical Compliance

The Evaluation Committee shall proceed to analyse all eligible tenders, in terms of the technical capability of each tenderer to successfully undertake the contract, by examining the following factors:

- (i) experience and ability in the professional development of large numbers of educators in practical classroom skills through group training, personal coaching, and mentoring;
- (ii) experience and ability in the professional development of school leaders and school management teams;
- (iii) experience and ability in the deployment of large numbers of CPD tutors in educational institutions, including overseas;
- (iv) knowledge of the local context relevant to this tender and operational experience therein;
- (v) experience and ability in the management and administration of (i) through (iii) above, including appraisal criteria for the engagement of tutors;
- (vi) the proposed implementation strategy.

Each evaluator shall award each offer a score out of a maximum of 100 points in accordance with the criteria outlined below. The aggregate final score will be arrived at by calculating the mathematical average of the individual final score for each evaluator.

#### Evaluation Grid

| Criterion                                                       | Maximum Score Possible |
|-----------------------------------------------------------------|------------------------|
|                                                                 |                        |
| <b>1. Technical Capacity</b>                                    |                        |
| a) experience in imparting practical classroom skills           | 10                     |
| b) experience in the professional development of school leaders | 10                     |
| c) experience in the deployment of large numbers of CPD tutors  | 20                     |
| d) knowledge and experience in the local context                | 20                     |
|                                                                 |                        |
| <b>2. Methodology</b>                                           |                        |
| e) managerial and administrative capacity                       | 25                     |
| f) the proposed implementation strategy                         | 15                     |
|                                                                 |                        |
| <b>TOTAL</b>                                                    | <b>100</b>             |

Only tenderers obtaining an average score greater than 85 will qualify for the financial evaluation. The best technical offer out of the tenders reaching this threshold shall be awarded 100 points. The others shall receive points calculated using the following formula:

$$\text{Technical score} = \frac{\text{final score of the technical offer in question} \times 100}{\text{final score of the best technical offer}}$$

The tenderers obtaining the three highest technical scores will then be requested to make a personal presentation to the Evaluation Committee within a reasonable period of time to further substantiate their submissions with respect to technical compliance and enable the Evaluation Committee to arrive at a definitive technical score.

### 30.5 Part 4. Financial Evaluation

The financial offers for tenders which are judged to be technically compliant shall then be evaluated. The Evaluation Committee will first check that the financial offers contain no arithmetical errors in accordance with Clause 31.1 below. The financial evaluation shall

identify the best financial offer.

The tender with the lowest aggregate financial offer, weighted according to the level of expected activity for each service required, receives 100 points. The others are awarded points by means of the following formula:

$$\text{Financial score} = \frac{\text{lowest financial offer}}{\text{financial offer of the tender being considered}} \times 100$$

### **31. Correction of Arithmetical Errors**

- 31.1 Admissible tenders will be checked for arithmetical errors by the Evaluation Committee and any errors corrected as follows:
- (a) whenever there is a discrepancy between amounts in figures and in words, the amount in words will prevail;
  - (b) whenever there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will prevail.
- 31.2 The amount stated in the tender will be adjusted by the Evaluation Committee in the event of error, and the tenderer will be bound by that adjusted amount. In this regard, the Evaluation Committee shall seek the prior approval of the Head of the Secretariat for Catholic Education to communicate the revised price to the tenderer. The respective tender will be rejected and the tender guarantee forfeited, should the tenderer not accept the adjustment.
- 31.3 When analysing the tender, the Evaluation Committee will determine the final tender prices after making any necessary adjustments in terms of Clause 31.1 above.

## **F. CONTRACT AWARD**

### **32. Criteria for Award**

- 32.1 The contract shall be awarded to the most economically advantageous tender which meets the threshold for technical compliance and satisfies the administrative, eligibility and selection criteria. No other award criteria will be used.

The most economically advantageous tender shall be established by weighting technical quality against price on an 85:15 basis. The Evaluation Committee will multiply the technical score awarded to each admissible offer by 0.85 and add the resulting figure to the corresponding financial score multiplied by 0.15, with the highest score indicating the best offer overall.

In the event that the tenderer so judged as having submitted the most economically advantageous tender is not one of the three tenderers previously requested to make a presentation to the Evaluation Committee, it would be necessary for the said tenderer to undergo the same procedure, before the Evaluation Committee may confirm the award or otherwise.

### **33. Right to accept or reject any or all of the tenders received**

- 33.1 The Secretariat for Catholic Education reserves the right to accept or reject any or all of the tenders received and/or to cancel the tender procedure entirely. The Secretariat for Catholic Education reserves the right to initiate a new invitation to tender at its own discretion.
- 33.2 In the event of a tender procedure's cancellation, tenderers will be notified in writing by the Secretariat for Catholic Education. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes will be returned, unopened, to the respective tenderers.
- 33.3 Cancellation may occur whenever:
- (a) the tender procedure has been unsuccessful, namely when no qualitatively or financially worthwhile tender has been received, or when no response is received;

- (b) the economic or technical parameters of the project have been fundamentally altered;
- (c) exceptional circumstances or force majeure render the performance of the project impossible;
- (d) all technically compliant tenders exceed the financial resources available;
- (e) there have been irregularities in the procedure, in particular, where these have prevented fair competition.

The Secretariat for Catholic Education shall not be liable for damages, whatever their nature or relation to the cancellation of a tender (in particular, damages arising from loss of profits) and whatever the circumstances, even if the Secretariat had been advised beforehand of the possibility of damages. The publication of this tender does not commit the Secretariat for Catholic Education to implement the project referred to in the tender.

### **34. Notification of Award, Contract Clarifications**

- 34.1 Prior to the expiration of the period of validity of tenders, the Secretariat for Catholic Education shall notify the successful tenderer, in writing, that the respective tender has been recommended for award by the Evaluation Committee, pending any appeal being lodged in terms of the appeals procedure set out in Volume 1, Section 6 below.
- 34.2 Unsuccessful tenderers shall be notified of the outcome of the evaluation process in writing and will be provided the following information:
  - (i) the criteria for award
  - (ii) the name of the successful tenderer
  - (iii) the recommended price of the successful tenderer
  - (iv) either (a) the reasons why the tenderer did not meet the qualification criteria, or (b) notification that the offer was not the most economically advantageous offer (whichever is applicable)
  - (v) the deadline for filing a notice of appeal
  - (vi) the deposit required if lodging an appeal.
- 34.3 The recommendations of the Evaluation Committee shall be published at an appropriate location at the offices of the Secretariat for Catholic Education as well as on the Secretariat's website at [www.maltadiocese.org/lang/en/tenders-jobs/](http://www.maltadiocese.org/lang/en/tenders-jobs/).

### **35. Contract Signing and Performance Guarantee**

- 35.1 After the lapse of the appeals period, and provided that no objections have been received and upheld, the successful tenderer may be invited to clarify certain contractual questions raised therein. Such clarification will be confined to issues that had no direct bearing on the choice of the successful tender. The outcome of any such clarifications will be set out in a Memorandum of Understanding, to be signed by both parties and incorporated into the contract.
- 35.2 Within 15 calendar days of receiving the contract (against acknowledgment of receipt) from the Secretariat for Catholic Education, the successful tenderer shall sign and date the contract and return it to the Secretariat for Catholic Education together with the appropriate Performance Guarantee and the Financial Identification Form. The successful tenderer will become the Contractor, and the contract shall enter into force, immediately upon the signing of the contract by the Head of the Secretariat for Catholic Education.
- 35.3 The successful tenderer may be requested to provide documentary proof or statements to show that the tenderer does not fall within any of the exclusions listed in Clause 7 of the Tender Form (Volume 1, Section 2) prior to the signing of the contract. The above mentioned documents must be submitted for each and every member in the case of a Joint Venture or Consortium.
- 35.4 If the selected tenderer fails to sign and return the contract, any other required documentation, and the required performance guarantee within the prescribed 15 calendar days, the Secretariat for Catholic Education may consider the acceptance of the tender to be cancelled without prejudice to the rights of the Secretariat for Catholic Education to seize the tender guarantee, claim compensation, or pursue any other remedy in respect of such failure. The defaulting tenderer will have no resultant claim whatsoever on the Secretariat for Catholic Education.



The tenderer whose offer has been evaluated as being the next most economically advantageous tender may then be recommended for award. The procedure will be repeated until the award is accepted.

- 35.5 Only the signed contract will constitute an official commitment on the part of the Secretariat for Catholic Education and activities may not commence until a contract has been signed between the Secretariat for Catholic Education and the successful tenderer.
- 35.6 Tender guarantees (bid bonds) provided by tenderers who have not been selected shall be released within 30 calendar days from the signing of the contract. The tender guarantee of the successful tenderer shall be released upon submission of a valid performance guarantee and following the signing of the contract.
- 35.7 The initial performance guarantee is set at 10% of the amount of the contract and must be presented in the form specified in Volume 2, Section 4, of this tender document. The initial performance guarantee shall be reduced proportionately on a quarterly basis subject to satisfactory service delivery throughout the preceding period. The performance guarantee shall, in any event, be released in full within 30 days of final payment being made.

## **36. Commencement of Services**

- 36.1 The Project Leader shall issue a written notice of the engagement of the contractor to all partners in the project following the signing of the contract by both parties.

## **G. MISCELLANEOUS**

### **37. Ethics Clauses**

- 37.1 Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors, or influence the Evaluation Committee or the Secretariat for Catholic Education during the process of examining, clarifying, evaluating and comparing tenders, will automatically and immediately lead to the rejection of the tender.
- 37.2 The Contractor and any staff assigned to the project, or any other company which the Contractor is associated or linked with, may not, even on an ancillary or sub-contracting basis, supply other services, carry out works or supply equipment for the project, without the prior written consent of the Head of the Secretariat for Catholic Education. This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 37.3 Each tenderer must declare that there exists no potential conflict of interest in submitting the tender and that the tenderer has no particular link with any other tenderers or parties involved in the project.
- 37.4 The Contractor must act impartially and as a faithful adviser in accordance with best practice at all times. The Contractor must refrain from making public statements about the project or the services being rendered without the prior written consent of the Head of the Secretariat for Catholic Education. The Contractor not commit the Secretariat for Catholic Education in any way without the prior written consent of the Head of the Secretariat for Catholic Education.
- 37.5 The Contractor and any staff assigned to the project must respect human rights and undertake not to offend the political, cultural and religious morals of Malta for the duration of the contract.
- 37.6 The Contractor may not accept any payment connected with the contract other than that provided for in the said contract. The Contractor and any staff assigned to the project must not exercise any activity or receive any advantage inconsistent with their obligations to the Secretariat for Catholic Education.
- 37.7 The Contractor and any dependent staff are obliged to maintain professional secrecy for the entire duration of the contract and following its completion. All reports and documents drawn up or received by the Contractor are to be considered as confidential.
- 37.8 The contract governs the Parties' use of all reports and documents drawn up, received, or

presented by them, during the execution of the contract.

- 37.9 The Contractor shall refrain from any relationship likely to compromise the Contractor's independence or that of any dependent staff. Should the Contractor cease to be independent in the manner described, the Secretariat for Catholic Education may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim for compensation.
- 37.10 The tender concerned will be rejected or the contract terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified, or commissions paid to a company which has every appearance of being a front company.

### **38. Data Protection and Freedom of Information**

- 38.1 Any personal data submitted within the framework of the procurement procedure and/or subsequently included in the contract shall be processed pursuant to the Data Protection Act (2001). It shall be processed solely for the purposes of the performance and management of, and the follow-up to, the procurement procedure and/or subsequent contract by the Secretariat for Catholic Education without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with National and/or Community law.
- 38.2 The provisions of this contract are without prejudice to the obligations of the Secretariat for Catholic Education in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Secretariat for Catholic Education, prior to the disclosure of any information to a third party in relation to any provisions of this contract which has not yet been made public, shall consult the Contractor in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the Secretariat for Catholic Education in terms of the Act.

### **39. Gender Equality**

- 39.1 The Contractor shall ensure the application of the principles of gender equality in carrying out obligations in pursuance of this contract and shall, thus, '*inter alia*' refrain from discrimination on the grounds of gender, marital status or family responsibilities. Tenderers are to ensure that these principles are manifest in the organigram of the tenderer and that the principles aforementioned, including the selection criteria for access to all jobs and posts, at all levels of the occupational hierarchy, are amply respected. Any words in this document referring to one gender shall also be construed to include the other gender.

# VOLUME 1 SECTION 2 - TENDER FORM

Publication reference: TED 03/2012

**TENDER FOR THE PROVISION OF A PROFESSIONAL DEVELOPMENT PROGRAMME FOR CHURCH SCHOOLS BY FOREIGN TUTORS**

File Ref. TED FORTRAIN 03/2012

**A TENDER SUBMITTED BY**

|                      | Name(s) of tenderer(s) | Nationality | Proportion of Responsibilities <sup>2</sup> |
|----------------------|------------------------|-------------|---------------------------------------------|
| Leader <sup>1</sup>  |                        |             |                                             |
| Partner <sup>1</sup> |                        |             |                                             |
| Etc ...              |                        |             |                                             |

1. Add/delete additional lines for partners as appropriate. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as 'leader' (and all other lines should be deleted)
2. Proposed proportion of responsibilities between partners (in %) with indication of the type of the works to be performed by each partner (the company acting as the lead partner in a joint venture or consortium must have the ability to carry out at least 50% of the contract works through its own means. If a company is a partner in a joint venture or consortium (i.e. not the lead partner) it must have the ability to carry out at least 10% of the contract works through its own means.

**B CONTACT PERSON (for this tender)**

|                  |                         |                |              |
|------------------|-------------------------|----------------|--------------|
| <b>Name</b>      |                         | <b>Surname</b> |              |
| <b>Telephone</b> | (____) _____            | <b>Fax</b>     | (____) _____ |
| <b>Address</b>   | .....<br>.....<br>..... |                |              |
| <b>E-mail</b>    |                         |                |              |

## C TENDERER'S DECLARATION(S)

To be completed and signed by the tenderer (including each partner in a joint venture or consortium).

In response to your letter of invitation to tender for the above contract we, the undersigned, hereby declare that:

- 1 We have examined, and accept in full and in its entirety, the content of this tender document (including subsequent Clarifications Notes issued by the Secretariat for Catholic Education) for the invitation to tender ref. TED FORTRAIN 03/2012 issued on February 5, 2012. We hereby accept the contents thereto in their entirety, without reservation or restriction. We also understand that any disagreement, contradiction, alteration or deviation shall lead to our tender offer not being considered any further.
- 2 We offer to execute, in accordance with the terms of the tender document and the conditions and time limits laid down, without reserve or restriction, all of the services detailed in the tender document.
- 3 The unit price for the tender (inclusive of V.A.T., any other taxes or duties and any discounts) is:
  - (i) Three-day training session: Euro ..... per participant
  - (ii) Two-day training session: Euro ..... per participant
  - (iii) One-day coaching sessions: Euro ..... per participant
  - (iv) One-day mentoring sessions: Euro ..... per participant
- 4 This tender is valid for a period of one hundred and fifty (150) days from the final date for submission of tenders.
- 5 If our tender is accepted, we undertake to provide an initial performance guarantee of 10% of the contract value as required by the conditions set for this tender.
- 6 We are making this application in our own right/as partners in a joint venture/consortium formed for this tender and led by ..... We confirm that we are not tendering for the same contract in any other form. As a partner in a joint venture/consortium we hereby confirm that: (a) all partners shall be jointly and severally liable at law for (i) the submissions made in relation to this tender and (ii) the performance of the contract in the event of the award of the relevant contract; (b) the lead partner is authorized to bind, and receive instructions for and on behalf of, each member; (c) all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the performance of the contract. We are fully aware that, in the case of a joint venture or consortium, the composition of the joint venture or consortium cannot be modified in the course of the tender procedure. **(PLEASE DELETE WHERE NOT APPLICABLE)**
- 7 We are not bankrupt or under an administration appointed by the Court, or under proceedings leading to a declaration of bankruptcy. We also declare that we have not been convicted criminally or otherwise found guilty of professional misconduct. Furthermore, we are up-to-date in the payment of social security contributions and other taxes.
- 8 We accept that we shall be excluded from the award of this tender if appropriate compliance certificates in respect of declarations made under Clause 7 above are requested by the Secretariat for Catholic Education and are not submitted by the date or dates indicated in the said request.
- 9 We agree to abide by the ethics clauses of the instructions to tenderers and, in particular, we declare that we have no potential conflict of interests or any relation with any other party in the tender procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other tender in this procedure. We recognize and accept that our tender may be excluded if we propose key experts who have been involved in preparing this project or engage such personnel as advisers in the preparation of our tender.
- 10 We will inform the Secretariat for Catholic Education immediately should there be any change in the above circumstances at any stage during the tender procedure or during the implementation of the contract should we be awarded the contract. We also recognise and accept that any false, inaccurate or incomplete information deliberately provided in our tender submissions may result in our exclusion from this and any other contracts funded by the European Commission and/or the Secretariat for Catholic Education.
- 11 Our tender submissions have been made in conformity with the Instructions to Tenderers and we hereby confirm having included in the appropriate package the following documentation as required:

- (a) **Tender Guarantee** (see Note 1 below)
  - Bid Bond
  
- (b) **General Administrative Information** (see Note 2 below)
  - Statement on Conditions of Employment
  
- (c) **Selection Criteria** (see Note 2 below)
  - Experience as a Contractor
  - Key Expert and any other staff to be employed on the contract
  
- (d) **Evaluation Criteria** (see Note 3 below)
  - Technical Capacity
  - Implementation Strategy
  
- (d) **Financial Offer** (see Note 3 below)
  - The Tender Form
  - The Financial Bid

**Notes:**

1. *Tenderers will be requested to rectify, within five working days from notification, the tender guarantee only in the following two circumstances: either incorrect validity date, and/or incorrect value. This is indicated by the symbol ○*
2. *Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents, within five working days from notification. This is indicated by the symbol ○*
3. *No rectification shall be allowed. Only clarifications on the submitted information may be requested. This is indicated by the symbol ●*

- 12 We acknowledge and accept that the Secretariat for Catholic Education may only request rectifications in respect of incomplete/non-submitted information pertinent to the documentation listed in Clause 11(a), 11(b), and 11(c) of this Tender Form. We understand that such rectification/s must be submitted within five (5) working days, and that failure to comply shall result in our offer not being considered any further.
- 13 We note that the Secretariat for Catholic Education is not bound to proceed with this invitation to tender and that it reserves the right to cancel or award only part of the contract. The Secretariat would incur no liability towards us should it choose to do so.

Name and Surname: \_\_\_\_\_

I.D. / Passport Number: \_\_\_\_\_

Signature of tenderer: \_\_\_\_\_

Duly authorised to sign this tender on behalf of: \_\_\_\_\_

Tenderer's V.A.T. No: \_\_\_\_\_

Tenderer's Stamp : \_\_\_\_\_

Date and Place : \_\_\_\_\_

# VOLUME 1 SECTION 3 - TENDER GUARANTEE FORM

[On the headed notepaper of the financial institutions providing the guarantee]

Whereas the Secretariat for Catholic Education within the Maltese Archdiocesan has invited tenders for the Provision of a Professional Development Programme for Church Schools by Foreign Tutors and whereas ..... [Name of tenderer] (hereinafter referred to as the Tenderer) is submitting such a tender in accordance with such invitation, we ..... [Name of Bank], hereby guarantee to pay the Secretariat for Catholic Education upon the first demand in writing a maximum sum of ..... Euro (€.....) in case the Tenderer withdraws the tender before the expiry date or in case the Tenderer fails to provide the Performance Bond if called upon to do so in accordance with the Conditions of Contract.

This guarantee becomes payable on your first demand and it shall not be incumbent upon us to verify whether such demand is justified.

This guarantee is valid for a period of one hundred and fifty (150) days from the closing date of submission of tenders, and expires on August 20, 2012. Unless it is extended by us or returned to us for cancellation before that date, any demand made by you for payment must be received at this office in writing by not later than the above-mentioned expiry date.

This document should be returned to us for cancellation or utilisation or expiry or in the event of the guarantee being no longer required.

After the expiry date and in the absence of a written demand being received by us before such expiry date, this guarantee shall become null and void, whether returned to us for cancellation or not, and our liability hereunder shall terminate.

Yours faithfully,

.....  
Bank Manager

.....  
Date

# VOLUME 1 SECTION 4 - TENDERER'S STATEMENTS

## 1. Statement on Conditions of Employment

It is hereby declared that all employees engaged on this contract shall enjoy working conditions such as wages, salaries, vacation and sick leave, maternity and parental leave as provided for in the relative Employment Legislation. Furthermore, we bind ourselves to comply with Chapter 424 of the Laws of Malta (Occupational Health and Safety Authority Act) as well as with any other national legislation, regulations, standards and/or codes of practice or any amendment thereto in effect during the execution of the contract.

We hereby consent to the termination of the contract with immediate effect and renounce all our rights to any claim for damages or compensation in the event that it is proved otherwise during the execution of the contract.

Signature: .....

*(the person or persons authorised to sign on behalf of the tenderer)*

Date: .....

## 2. Experience as a Contractor

### List of services performed by the Tenderer satisfying the stipulated criteria

- a) ten years experience in the provision of Continuing Professional Development programmes for school management teams, administrative support staff, teachers and learning support assistants in Primary and Secondary schools
- b) ten years experience in the provision of both school-based bespoke training programmes and standard training courses open to individual subscription, within the context of (a) above;
- c) ten years experience in the undertaking of (a) and (b) above in an educational setting comparable to and compatible with the local context with respect to institutional set-up, support structures, quality standards, curriculum and student assessment.

| Description of Services | Total Value of Services | Period of Execution | Client/s |
|-------------------------|-------------------------|---------------------|----------|
|                         |                         |                     |          |
|                         |                         |                     |          |
|                         |                         |                     |          |
|                         |                         |                     |          |
|                         |                         |                     |          |
|                         |                         |                     |          |

Signature: .....

*(the person or persons authorised to sign on behalf of the tenderer)*

Date: .....



### 3. Statement on Exclusivity and Availability

**TO BE COMPLETED BY KEY PERSONNEL ENGAGED ON THE CONTRACT IF SO REQUIRED**

**TENDER REF: TED FORTRAIN 03/2012**  
**PROVISION OF A PROFESSIONAL DEVELOPMENT PROGRAMME FOR CHURCH SCHOOLS**  
**BY FOREIGN TUTORS TO THE SECRETARIAT FOR CATHOLIC EDUCATION**

I, the undersigned, hereby declare that I agree to participate exclusively with the tenderer

..... [name of *tenderer*]

in the above-mentioned service tender procedure. I further declare that I am able and willing to work for the period foreseen for the position for which my CV has been included in the event that this tender is successful, namely from June 2012 through to May 2014. I confirm that I am not at present engaged in another project in a position for which my services are required during this period.

By making this declaration, I understand that I am not allowed to present myself as a candidate to any other tenderer submitting a tender to this tender procedure. I am fully aware that if I do so, I shall be excluded from this tender procedure, the tenders may be rejected, and that I may also be subject to exclusion from other tender procedures and contracts.

Furthermore, should this tender be successful, I am fully aware that if I am not available at the expected start date of my services for reasons other than ill-health or *force majeure*, I may be subject to exclusion from other tender procedures and contracts and that the notification of award of contract to the tenderer may be rendered null and void.

Name of Key Person: .....

Signature: .....

Date: .....

## VOLUME 1 SECTION 5 - GLOSSARY

### Definitions

*Note: the present definitions are given here for convenience only, in the context of the tender procedure. The definitions set out in the contract as concluded are determining for the relations between the parties to the contract.*

**Administrative order:** Any written or oral instruction issued by the Project Leader or the Project Coordinator to the Contractor regarding the execution of the services.

**Beneficiary Country:** The Maltese Islands.

**Breakdown of the overall price:** A heading-by-heading list of the rates and costs making up the price for a lump-sum contract.

**Budget Breakdown:** In a fee-based contract, the schedule which breaks down the contract value, stating out the fee rates and the provision for incidental expenses.

**Cash Flow Forecast:** The Contractor's estimate of the cash flows arising directly from the execution of a fee-based contract.

**Commission:** The European Commission.

**Conflict of interest:** Any event influencing the capacity of a candidate, tenderer or supplier to give an objective and impartial professional opinion, or preventing him, at any moment, from giving priority to the interests of the Secretariat for Catholic Education. Any consideration relating to possible contracts in the future or conflict with other commitments, past or present, of a candidate, tenderer or supplier, or any conflict with his own interests. These restrictions also apply to sub-contractors and employees of the candidate, tenderer or supplier.

**Contract:** The signed agreement entered into by the parties for the performance of the services including all attachments thereto and all documents incorporated therein.

**Contract Value:** The total value of the contract to be paid by the Secretariat for Catholic Education in terms of the agreed terms and conditions.

**Contractor:** The party which contracts to perform the services.

**Day:** Calendar day.

**EC:** The European Community.

**EU:** The European Union.

**Evaluation Committee:** a committee made up of an odd number of voting members (at least three) appointed by the Secretariat for Catholic Education and possessing the technical, linguistic and administrative capacities necessary to give an informed opinion on tenders.

**Fee-Based Contract:** A contract under which the services are provided on the basis of fixed fee rates for each day/hour worked by experts/service providers.

**Foreign currency:** Any currency permissible under the applicable provisions and regulations other than the Euro, which has been indicated in the tender.

**General conditions:** The general contractual provisions setting out the administrative, financial, legal and technical clauses governing the execution of the contract.

**General damages:** The sum not stated beforehand in the contract, which is awarded by a court or an arbitration tribunal, or agreed between the parties, as compensation payable to an injured party for a breach of the contract by the other party.

**Global Price Contract:** A contract under which the services are performed for an all-inclusive fixed price.

**In writing:** This includes any hand-written or printed communication, including fax transmissions and electronic mail (e-mail).

**Liquidated damages:** The sum stated in the contract as compensation payable by the Contractor to the Secretariat for Catholic Education for failure to complete the contract or part thereof within the periods under the contract, or as payable by either party to the other for any specific breach identified in the contract.

**Modification:** An instruction initiated by the Project Leader which modifies the works.

**Month:** Calendar month.

**National currency:** The Maltese currency.

**Period:** A period begins the day after the act or event chosen as its starting point. Where the last day of a period is not a working day, the period expires at the end of the next working day.

**Project:** The project in relation to which services are to be provided under the contract.

**Project Manager:** The natural or legal person responsible for monitoring the implementation of the contract on behalf of the Secretariat for Catholic Education.

**Services:** Activities to be performed by the Contractor under the contract.

**Special conditions:** The special conditions laid down by the Secretariat for Catholic Education as an integral part of the tender document, amplifying and supplementing the general conditions, clauses specific to the contract and the terms of reference.

**Tender document/s:** The dossier compiled by the Secretariat for Catholic Education and containing all the documents needed to prepare and submit a tender.

**Tender price:** The sum stated by the tenderer in his tender for carrying out the contract.

**Terms of Reference:** The document in Volume 3, Section 1, drawn up by the Secretariat for Catholic Education giving the definition of its requirements and/or the objectives in respect of the provision of services, specifying, where relevant, the methods and resources to be used by the Contractor and/or the results to be achieved by it.

**Time Limits:** Those periods in the contract which shall begin to run from the day following the act or event which serves as the starting point for those periods. Should the last day of the period fall upon a non-working day, the period shall expire at the end of the first working day following the last day of the period.

**Written communications:** Certificates, notices, orders and instructions issued in writing under the contract.

## VOLUME 1 SECTION 6 - PROCEDURE FOR THE SUBMISSION OF APPEALS

- (1) Any tenderer 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 or a cancellation of a call for tender, may file a notice of objection with the Head of the Secretariat for Catholic Education.

The notice shall be filed within ten calendar days following the date on which the Secretariat for Catholic Education has by fax or other electronic means sent its proposed award decision.

The notice of objection shall only be valid if accompanied by a deposit equivalent to one per cent of the estimated value of the tender submitted by the tenderer, provided that in no case shall the deposit be less than one thousand and two hundred euro (€1,200) or more than fifty-eight thousand euro (€58,000). The Head of the Secretariat shall immediately notify the Evaluation Committee that an objection had been filed, thereby immediately suspending the award process. The Secretariat for Catholic Education 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 submitted.

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

- (2)
  - a) any decision by the Secretariat for Catholic Education shall be published at a suitable location at the offices of the Secretariat for Catholic Education prior to the award of the contract;
  - b) the notice of objection duly filed in accordance with sub-regulation (1) above shall be made public by the Head of the Secretariat for Catholic Education by not later than the next working day following its filing;
  - c) the Appeals Board shall prepare a report (the Analysis Report) analysing the letter of objection within three working days of the publication of an appeal; this report shall be circulated to the person who filed the objection and any other interested parties. After the preparatory process is duly completed, the Head of the Secretariat for Catholic Education shall forward all documentation pertaining to the call for tenders in question including files, tenders submitted, copies of deposit receipts, any motivated letter, to the Chairperson of the Appeals Board who shall then proceed to verify whether the objection/s may be upheld.
  - d) the Head of the Secretariat for Catholic Education shall publish a copy of the decision of the Appeals Board at a suitable location at the offices of the Secretariat for Catholic Education.

Copies of the decision shall be forwarded by the Head of the Secretariat to the complainant and any other persons who had registered, or had an implied, interest.

## VOLUME 2

### VOLUME 2 SECTION 1 - DRAFT CONTRACT FORM

Financed by: European Social Fund (85%) - Secretariat for Catholic Education (15%)  
Project: TRAINING EDUCATORS FOR DIVERSITY  
Contract Number: TED FORTRAIN 02/2012

This contract is concluded between:

The Secretariat for Catholic Education  
No. 16, The Mall  
Floriana  
Malta

(hereinafter called “The Secretariat for Catholic Education”) on the one part, and

[Name of Contractor]  
[Address]

(hereinafter called “The Contractor”) on the other part,

Whereas the Secretariat for Catholic Education is desirous that certain services should be executed by the Contractor, viz.:

#### **PROVISION OF A PROFESSIONAL DEVELOPMENT PROGRAMME BY FOREIGN TUTORS**

and has accepted a tender by the Contractor for the execution and completion of such services and the remedying of any defects therein.

**It is hereby agreed as follows:**

1. In this contract words and expressions shall have the meanings assigned to them in the contractual conditions set out below.
2. The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:
  - (a) this Contract
  - (b) the Special Conditions
  - (c) the Terms of Reference
  - (d) the Financial Offer
  - (e) the Tender Form
  - (f) any other documents forming part of the contract.

Addenda shall have the order of precedence of the document they are modifying.

3. In consideration of the payments to be made by the Secretariat for Catholic Education to the Contractor as hereinafter mentioned, the Contractor undertakes to execute and complete the stipulated services and remedy any defects therein in full compliance with the provisions of the contract, in default of which the Secretariat for Catholic Education shall have the right to demand payment of the Performance Guarantee, and to terminate the contract at its own discretion, if no remedial action is manifestly undertaken within twelve weeks of written notice being duly served to the contractor.

4. The Secretariat for Catholic Education hereby agrees to pay the Contractor, in consideration of the execution and completion of the stipulated services, and the remedying of any defects therein, at the following rates:

- Three-day training programme: €uro ..... per participant (including V.A.T.)
- Two-day training programme: €uro ..... per participant (including V.A.T.)
- One-day coaching sessions: €uro ..... per participant (including V.A.T.)
- One-day mentoring sessions: €uro ..... per participant (including V.A.T.)

V.A.T. shall be paid in compliance with National Law (in particular the VAT Act 1998, the Act No X of 2003 and relevant Legal Notices).

5. In witness whereof the parties hereto have signed the contract. This contract shall take effect on the date on which it is signed by the last party.

Done in English in two originals: one for the Secretariat for Catholic Education and one for the Contractor.

**Secretariat for Catholic Education:**

**Contractor:**

Signed by:

Signed by:

.....

.....

In the capacity of:

In the capacity of:

.....

.....

Being fully authorized by and acting on behalf of

Being fully authorized by and acting on behalf of

.....

.....

Date: .....

Date: .....

## VOLUME 2 SECTION 2 - GENERAL CONDITIONS

The full set of General Conditions for Service Contracts (Version 1.02 dated June 2, 2010) are available online on the resources page at:

[www.contracts.gov.mt](http://www.contracts.gov.mt)

It is hereby understood that any reference to the Department of Contracts and/or its concomitant internal structures shall be construed to refer to the Secretariat for Catholic Education and its corresponding structures.

It is hereby also construed that 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 other 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.

## VOLUME 2 SECTION 3 - SPECIAL CONDITIONS

These conditions amplify, and supplement as necessary, the General Conditions governing the contract. Unless the Special Conditions provide otherwise, the General Conditions shall remain fully applicable.

### *1. Scope of the Services to be provided*

- 1.1 The scope of the services to be provided is defined in Volume 3 (Terms of Reference)

### *2. Execution of the Contract*

- 2.1 The Contractor shall be engaged on a service contract for the provision of the stipulated services commencing on the date of signing of the contract and terminating on May 31, 2014, unless otherwise agreed to by both parties.

### *3. Delays in execution of the Contract*

- 3.1 The Secretariat for Catholic Education reserves the right to suspend payments in the event of non-performance of any service within the stipulated period of execution until such time as the services are satisfactorily delivered. Any outstanding payments shall be forfeited should the Contractor default on the contract and/or should the contract be terminated in terms of the contractual agreement.

### *4. Payments and interest on Late Payment*

- 4.1 Any certified payments due shall be affected on a monthly basis in terms of Clause 4.2 below, commencing one month from the signing of the contract, and subject to satisfactory performance in terms of Clause 3.1 above.
- 4.2 Payment shall become due at the end of the month immediately following the lapse of sixty days from date of invoice, failing which the provisions of the Late Payments Directive will come into effect. The Contractor may, thus, claim late-payment interest at the rediscount rate applied by the Central Bank of Malta plus seven percentage points, from the first day of the month following which the payment deadline expired. The late-payment interest shall apply to the time which elapses between the date of the payment deadline (exclusive), and the date on which full payment is issued. (inclusive)



## VOLUME 2 SECTION 4 - SPECIMEN PERFORMANCE GUARANTEE

### (LETTERHEAD OF THE REGISTERED FINANCIAL INSTITUTION PROVIDING THE GUARANTEE)

The Archbishop's Delegate for Catholic Education  
Secretariat for Catholic Education  
No.16 The Mall  
Floriana  
Malta

[Date]

Dear \_\_\_\_\_,

Our Guarantee Number ..... for €.....

Account: [Account Holder's Name]

In connection with the contract entered into between yourself on behalf of the Secretariat for Catholic Education and [Name and Address of Contractor] hereinafter referred to as "the Contractor" as per the latter's tender and your acceptance under File Reference TED FORTRAIN 03/2012 whereby the contractor undertook the provision of Project Management Services in accordance with Article 7.8 of the General Conditions for Service Contracts forming part of the contract documents, we hereby guarantee to pay you on demand a maximum sum of €[amount in works and numbers] in case the obligations of the above-mentioned contract are not duly performed by the Contractor.

This guarantee will become payable on your first demand and it shall not be incumbent upon us to verify whether such demand is justified.

For avoidance of doubt it is hereby declared that although this instrument gives rise to legal relations between the guarantor and the beneficiary, it is hereby specifically declared for all intents and purposes of law that this guarantee does not exempt the above-mentioned Contractor from any obligations, acts of performance or undertaking assumed under the tender documents as ratified in the contract.

Any payments due to the contractor in respect of the obligations entered into under the contract above referred to shall be made through this Bank.

This guarantee expires on May 31, 2014 and, unless it is extended by us or returned to us for cancellation before that date, any demand made by you for payment must be received in writing by not later than the aforementioned expiry date.

This document should be returned to us on utilization or expiry or in the event of the guarantee being no longer required.

After the expiry date and in the absence of a written demand being received by us before such expiry date, this guarantee shall become null and void, whether returned to us or not, and our liability hereunder shall terminate.

This guarantee is personal to you, and is not transferable or assignable.

Yours Faithfully,

.....  
[Signatory on behalf of Guarantor]

# VOLUME 3 - THE TERMS OF REFERENCE SET BY THE SECRETARIAT FOR CATHOLIC EDUCATION

## Table of Contents

|                                                                   |                                     |
|-------------------------------------------------------------------|-------------------------------------|
| 1. Background Information .....                                   | <b>Error! Bookmark not defined.</b> |
| 1.1 - The Beneficiary country.....                                | <b>Error! Bookmark not defined.</b> |
| 1.2 - The Central Authority .....                                 | <b>Error! Bookmark not defined.</b> |
| 1.3 - The Contracting Authority .....                             | <b>Error! Bookmark not defined.</b> |
| 1.4 - Categories of educators covered by the programme .....      | <b>Error! Bookmark not defined.</b> |
| 1.5 - Related Programmes and Activities .....                     | <b>Error! Bookmark not defined.</b> |
| 2. Contract Objectives and Expected Results .....                 | <b>Error! Bookmark not defined.</b> |
| 2.1 - Overall objective of the programme.....                     | <b>Error! Bookmark not defined.</b> |
| 2.2 - Specific objectives of this contract.....                   | <b>Error! Bookmark not defined.</b> |
| 3. Scope of the Contract .....                                    | <b>Error! Bookmark not defined.</b> |
| 3.1 - General.....                                                | <b>Error! Bookmark not defined.</b> |
| 3.2 - Specific activities .....                                   | <b>Error! Bookmark not defined.</b> |
| 3.3 - Management and reporting structure.....                     | <b>Error! Bookmark not defined.</b> |
| 4. Logistics and Timing .....                                     | <b>37</b>                           |
| 4.2 - Facilities to be provided by the Contracting Authority..... | <b>37</b>                           |
| 4.2 - Commencement date and period of execution .....             | <b>37</b>                           |

# Terms of Reference

## 1. Background Information

### 1.1 - Beneficiary Country

Malta

### 1.2 - The Central Authority

The Secretariat for Catholic Education within the Maltese Archdiocesan, acting in partnership with the Private Schools Association, is responsible for the running of the project.

### 1.3 - The Contracting Authority

The Secretariat for Catholic Education is the contracting authority for any service to be provided within the scope of this project.

### 1.4 - Categories of educators covered by the programme

Pre-primary education is the responsibility of kindergarten assistants. Kindergarten assistants have to follow a two-year post-secondary course leading to the National Diploma in Early Years prior to employment. It is planned that graduate kindergarten teachers shall start being recruited by 2015.

Primary, secondary and post-secondary education is the responsibility of teachers having a good academic and pedagogical grounding. Initial teacher education for both generalist and specialist teachers generally involves a four-year Bachelor of Honours degree course in Education, or a Bachelor of Honours degree course in one or more subject areas followed by a one-year post-graduate certificate in education (PGCE). The University of Malta offers both paths into the teaching profession. On successful completion of the course, graduate teachers may apply for employment within either the state or the non-state sector.

Within the state sector, teachers are employed as civil servants while within the non-state sector they are employed directly by the school. Teachers need to attend in-service training annually, as well as three sessions devoted to school, staff and curriculum development. Newly appointed teachers have been required to follow a two-year mentoring period, as from October 2007, before being awarded a professional warrant, as well as an induction course at the beginning of their professional career.

A Council for the Teaching Profession was set up for the first time in July 2008. It is composed of both elected and appointed members from among the teaching profession. The Council advises the Minister of Education on professional issues including the granting of professional warrants and is intended to function as the regulator of the teaching profession in Malta.

Children with special educational needs are educated within mainstream schools wherever possible. A statementing moderating panel, on the basis of assessments by specialists, recommends the kind of educational support and facilities required by the child to benefit from inclusion in mainstream education, and the school, in consultation with parents and teachers draws up an individualised educational programme (IEP) for each pupil. Inclusive Education Co-ordinators (INCOs) are responsible for managing inclusive education at school level. Support may include the services of a Learning Support Assistant (LSA) on a part-time or full-time basis. Significant emphasis is placed on various aspects of inclusive education during initial teacher education while teachers in service are offered training in various related aspects of inclusive and special education.

### 1.5 - Related Programmes and Activities

#### I. Review of the National Curriculum

The consultation process on the National Curriculum Framework (NCF) started in 2008 and is now nearing completion. The Directorate for Quality and Standards in Education is leading consultations

with all stakeholders in order to ensure that the new curriculum framework will reflect the changing realities of Maltese society. The teaching of science across the compulsory education cycle is also separately under review within the consultation process. In parallel with and complementary to the review of the NCF, a National Policy for the attainment of Core Competencies in primary education was launched in October 2009, after a piloting phase during the preceding school year. The core competencies that are being targeted are literacy, e-literacy and mathematics. This policy sets out to develop an integrated approach for the acquisition of these core competencies that includes early support, early identification, integration and intervention.

## II. Early Childhood Education

Early Years provision has been available and accessible for decades in both the state and non-state sectors. However the need was felt to design a national policy based on the cultural needs and the national climate, and to identify shared understandings and expectations of early childhood education and care. A working group reviewed the existing provision and made the necessary recommendations in a published report entitled '*Early Childhood Education and Care*' in April 2006. This report provided recommendations intended to contribute to the provision of good, quality care in the field. It covered aspects of finance, participation and access, transition, staff qualifications, learning programmes, monitoring and evaluation as well as research. The University of Malta has started to offer a Master's and a Bachelor's degree in Early Childhood Education and Care in line with the recommendation of the report, and as part of the agreement between the MEDC and the Malta Union of Teachers, kindergarten assistants currently in service were able to attend up-skilling courses at MCAST as from October 2009. The diploma now constitutes an entry qualification for those aspiring to teach at pre-primary level while it is envisaged that the recruitment of pre-primary teachers in possession of a Bachelor's degree in Early Childhood Education and Care shall start in 2015.

## III. The Transition from Primary to Secondary Education

The '*11plus Examination Review Working Group*' was set up in 2006 in order to study and possibly rationalise the assessment regime and to make the transition from primary to secondary education smoother. The working group presented its recommendations in September 2008 in the report entitled '*Transition from Primary to Secondary School in Malta*'. The reform was launched in November 2009 and shall start to be implemented in Church schools in October 2011. One of the salient changes in this reform is the removal of streaming and selection both at primary and secondary levels of education. This involves a paradigm shift from a preparatory to a developmental approach to education. The old examination system at the end of primary education is being replaced by an end-of-primary examination aimed at assessing each pupil's achievement and not at selecting or streaming pupils. A number of Church Schools are building new primary schools to act as feeder schools to their existing secondary component, while other schools are being enlarged to cater for more students.

## IV. Certificate of Secondary Education

The school leaving certificate which is awarded to students at the end of their compulsory education is being replaced by a new type of certification. The new certificate shall be a record of achievement based on the student's profile throughout the lower secondary education cycle. This document shall include a record of achievement in the formal, informal and non-formal educational experience. It shall also record the student's attendance during the five year cycle and the development of personal qualities.

## 2. Contract Objectives and Expected Results

### 2.1 - Overall objective of the programme

The overall objective of the project is to enable educators in Church schools to maintain, and better, present educational outcomes in the face of increased diversity and technological change in the classroom, in support of national educational reforms.

### 2.2 - Specific objectives of the contract

The object of this contract is to provide a sufficient number of foreign tutors to supplement and complement local tutors in successfully undertaking the envisaged professional development programme, with a view of up-skilling educational practitioners in local Church schools in practical classroom skills, within the framework of the project guidelines.

### **3. Scope of the Contract**

#### **3.1 - General**

##### **3.1.1 Project Description**

The project shall operate under the direction of the Secretariat for Catholic Education within the organisational framework of the Maltese Archdiocesan and in partnership with the Private Schools Association, known as the PSA, the NGO representing all church schools in Malta and Gozo. The PSA shall secure the necessary coordination and cooperation from its members to ensure that the project timetable is followed and shall ensure that the purpose behind each activity is well disseminated and understood by all staff pertaining to its members.

The PSA represents the eighty or so pre-junior, primary, secondary and higher secondary schools run by various congregations of the Catholic church as well as by the Malta and Gozo diocese, with a teaching population of almost 1,800 Heads of School, Assistant Heads, subject teachers, primary teachers, learning support assistants, pre-grade staff and early childhood educators, and other professional support staff.

The training project entails the re-skilling and up-skilling of all educators engaged Church schools in Malta and Gozo. The programme is estimated to entail the provision of almost 15,000 hours of training over two scholastic years. It aims to improve the quality and relevance of the current educational experience, bringing it more in line with to-day's classroom reality, within the context of on-going educational reforms which will see even more diversity in terms of student needs and the technological environment required to address them adequately. This is perceived to necessitate a sustained and closely monitored investment in training designed to ensure that educators at every level obtain the relevant practical skills.

The project shall also adopt a novel approach as to how schools manage the continuing professional development of their staff. Schools have hitherto been mainly dependent on the central provision of CPD even if this did not meet their specific needs. The programme shall train in-house CPD coordinators who would help their school to identify training needs that will initially be met by the training opportunities provided during the project.

##### **3.1.2 Target Groups**

The staff complement in Church schools at the end of 2010 consisted of 131 members of school management teams i.e. heads and assistant heads; 339 primary school teachers; 776 secondary school teachers, 84 kindergarten assistants; and 424 learning support assistants. Eight of the eighty schools are located in Gozo and have an aggregate staff complement of 150. Gozitan schools cater for around 1,250 pupils out of a present total of 16,500. In addition, three new primary schools have just opened this scholastic year with an additional fifty new staff members and 500 pupils.

#### **3.2 - Specific Activities**

The Contractor shall assist in the establishment of an appropriate set of CPD priorities for each school through the use of a standard methodology. The Contractor shall address the identified priorities through personal instruction, coaching and mentoring in practical classroom and leadership skills, effective use of ICT resources in a virtual learning environment, peer mentoring and lesson observation, and site visits to review best classroom and leadership practice, with a view of facilitating wider knowledge and skills transfer.

The planned professional development programme is estimated to involve around 3,300 separate training and certification events between July 2012 and May 2014. The certification events, which fall beyond the scope of the services to be provided by the Contractor, shall consist of extended visits by accredited assessors to individual schools, at least once a term, for the purposes of certification.

The planned programme envisages 180 training events spread over three days, and another 360 spread over two days. Each such training event shall host twelve participants. 1,440 one-day individual coaching sessions, and a further 540 one-day individual mentoring sessions, are also planned, with six participants being hosted each such day.

In addition, the programme includes the holding of five major educational conferences featuring expert speakers on suitable themes of significant educational impact, spread over two days, with five expert speakers being invited for each conference. Four such conferences are planned for Malta, with 200 participants being invited each time. Another conference shall be held in Gozo with the participation of a further 100 members of staff from Church schools in Gozo.

Tenderers are required to note that only 80% of the tutors, coaches, mentors and expert speakers to be engaged in the programme just described are expected to be foreign educational practitioners provided by the Contractor in terms of this tender. It must also be emphasised that, given the constraints imposed by the typical scholastic year, the educational entitlement of every student, and the stipulations of the relevant collective agreement, it is envisaged that most events and activities will require to be staged concurrently.

The Contractor shall specifically be required to:

- a) provide experienced practitioners to tutor all categories of educators indicated above
- b) provide experienced practitioners to coach all categories of educators indicated above
- c) provide experienced practitioners to mentor all categories of educators indicated above
- d) provide expert speakers for the planned educational conferences
- e) identify training needs for each school through a standard methodology
- f) formulate a detailed training programme in conjunction with the Project Manager
- g) respond to identified training needs by providing suitable trainers on the required dates
- h) assign specific activities to specific tutors according to their area of specialisation
- i) manage event registrations as directed by the Project Co-ordinator
- j) issue formal attendance certificates at the end of each event
- k) produce course notes and other training material as required
- l) undertake the layout and design of course notes and other printed material as directed
- m) ensure the accurate and timely dissemination of course notes and other material
- n) participate in the gathering of feedback from participants as requested
- o) provide all possible assistance in setting up a CPD co-ordinators network
- p) liaise with other duly appointed service providers as directed by the Project Leader
- q) undertake any other service assigned by the Project Leader in terms of the contract

### ***3.3 - Management and Reporting Structure***

The Training Director shall report directly to the Project Leader during regular monthly management meetings, submitting regular progress reports in the format established by the Project Leader. The meetings will serve to closely monitor the implementation of the project and to facilitate timely guidance from the Project Leader as and when required. In addition, the Training Director shall also be required to liaise, communicate and co-ordinate events and follow-up requirements on a day-to-day basis with the project management team through the office of the Project Co-ordinator

## **4. Logistics and Timing**

### ***4.1 - Facilities to be provided by the Contracting Authority***

All training and meeting venues shall be provided by the Secretariat and the members of the Private Schools Association benefiting from the training, except for educational conferences, which shall be held at a suitable location able to accommodate and cater for a large number of delegates. In addition, the Secretariat shall provide any required logistical support in the form of publicity and media communication services.

### ***4.2 - Facilities to be provided by the Contractor***

All overseas travel arrangements, as well as local transport to and from training events, shall be the responsibility, and at the charge, of the Contractor. The Contractor shall likewise be responsible for the tutors' accommodation and subsistence, and all expenses related thereto. The Contractor shall also be responsible for the production and dissemination of course notes and any other training materials, and all expenses related thereto.

#### ***4.3 - Commencement Date and Period of Execution***

The earliest expected commencement date is May 16, 2012 and the period of execution of the contract is not expected to exceed twenty four months from this date. Article 2.1 of the Special Conditions shall determine the actual commencement date and period of execution.

## VOLUME 4 - FINANCIAL BID

Unit Prices for the Provision of a Professional Development Programme  
by Foreign Tutors as described in the Tender Document [Advert No. TED 03/2012]

| Description                    | Price per Participant inclusive of all taxes but excluding V.A.T.<br>Amount in Euro (€) | V.A.T.<br>Amount in Euro (€)                 | Total Price per Participant inclusive of V.A.T.<br>Amount in Euro (€) |
|--------------------------------|-----------------------------------------------------------------------------------------|----------------------------------------------|-----------------------------------------------------------------------|
| (a) three-day training session | €.....<br>Amount in words:<br>.....<br>.....                                            | €.....<br>Amount in words:<br>.....<br>..... | €.....<br>Amount in words:<br>.....<br>.....                          |
| (a) two-day training session   | €.....<br>Amount in words:<br>.....<br>.....                                            | €.....<br>Amount in words:<br>.....<br>..... | €.....<br>Amount in words:<br>.....<br>.....                          |
| (a) one-day coaching sessions  | €.....<br>Amount in words:<br>.....<br>.....                                            | €.....<br>Amount in words:<br>.....<br>..... | €.....<br>Amount in words:<br>.....<br>.....                          |
| (a) one-day mentoring sessions | €.....<br>Amount in words:<br>.....<br>.....                                            | €.....<br>Amount in words:<br>.....<br>..... | €.....<br>Amount in words:<br>.....<br>.....                          |