REFERENCE NUMBER: ESF.02.163/1

SERVICE TENDER TO CONDUCT A LITERATURE REVIEW, TRAINING NEEDS ANALYSIS, AND CHILDREN'S NEEDS ASSESSMENT IN THE CONTEXT OF MINORS IN INSTITUTIONALISED CARE

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

Date Published:	**14 May 2021**	
Deadline for Submission:	**7 June 2021**	**at 12:00pm CET/CEST**
Tender Opening:	**7 June 2021**	**At 12:30pm CET/CEST**

Operational Programme II - European Structural and Investment Funds 2014-2020
"Investing in human capital to create more opportunities and promote the well-being of society"
Project part-financed by the European Social Fund
Co-financing rate: 80% European Union; 20% National Funds

IMPORTANT

Clarifications shall be uploaded and will be available to view/download from www.church.mt

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SECTION 1 – INSTRUCTIONS TO TENDERERS

1. General Instructions

1.1 In submitting a tender, the tenderer accepts in full and in its entirety, the content of this tender document, including subsequent Clarifications issued by the Non-Governmental Organisation (NGO), whatever the economic operator's own corresponding conditions may be, which through the submission of the tender is waived. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document. These Instructions to Tenderers complement the General Rules Governing Tenders for NGOs.

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

Prospective tenderers must submit their offer by email to projects.sfd@sebh.mt Prospective tenderers take full responsibility to submit their offer by the set tender submission deadline.

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

The Estimated Procurement Value for this Call for Tenders has been based on comprehensive research including appropriate financial analysis. In the context of this procurement, the Estimated Procurement Value, based on market research, is that of € 28,000 excluding VAT.

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

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

1.2 The subject of this tender is the provision of research services with the overarching theme being that of children residing in institutional care homes managed by Fondazzjoni Sebħ, Fondazzjoni Dar San Guzepp, and St Patrick's Residential Services.

1.3 The place of acceptance of the services shall be the care homes managed by Fondazzjoni Sebħ, Fondazzjoni Dar San Guzepp, and St Patrick's Residential Services, the time-limits for the execution of the contract shall be 15 weeks, and the INCOTERM^{2020} applicable shall be **Delivery Duty Paid (DDP).**

1.4 This is a global price contract.

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

1.6 The beneficiary of this tender is Fondazzjoni Sebħ.

1.7 This tender is not a reserved contract.

2. Timetable

2.

	DATE	TIME
Clarification Meeting/Site Visit (Refer to Clause 6.1)	-	-
Deadline for request for any additional information from the NGO **Clarification requests should be addressed to:** projects.sfd@sebh.mt	28 May 2021	12:00pm
Last date on which additional information can be issued by the NGO	2 June 2021	12:00pm
Deadline for submission of tenders	7 June 2021	12:00pm
Tender opening session	7 June 2021	12:30pm
* All times Central European Time (CET) / Central European Summer Time (CEST) as applicable		

3. Lots

3.1 This tender is not divided into lots, and tenders must be for the whole of quantities indicated. Tenders will not be accepted for incomplete quantities.

4. Variant Solutions

4.1 Variant solutions are not permissible.

5. Financing

5.1 The project is *co-financed* by the European Union, in accordance with the rules of Operational Programme II – European Structural and Investment Funds 2014-2020.

5.2 The Contracting Authority of this tender is Fondazzjoni Sebħ.

6. Clarification Meeting

6.1 No clarification meeting/site visit is planned.

7. Selection and Award Requirements

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

(A) Eligibility Criteria

Economic Operators are to complete the necessary documents as follows:

(i) No Bid Bond is required.(Note 1)

(ii) Declare agreement, conformity and compliance with the General Rules Governing Tenders for NGOs. (Note 2A)

(iii) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment by submitting a declaration to this effect. (Note 2)

(iv) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment by completing the minimum hourly workers' costs declaration involving the provision of the employees' services. (Note 2)

(v) Power of Attorney (if applicable) (Note 2)

(vi) Information re Joint Venture/Consortium (if applicable)(Note 2)

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

(i) Declaration Concerning Exclusion Grounds (Note 2)

(ii) Declaration Concerning Selection Criteria (Note 2)

(C) Technical Specifications

Tenderer's Technical Offer in response to specifications, which must include:

(i) Tenderer's Technical Offer (Organization and Methodology) (Note 3)

(ii) Key Experts (Note 2):

The Contractor, whether a natural person, or a legal entity, is to assign two (2) Key Experts. A Key Expert cannot be in more than 1 role for the scope of this project:

<u>Key Expert 1: Project Manager and Lead Expert</u>

Minimum requirements:

- A recognised qualification at MQF level 8 (or equivalent) in: Social Policy and Social Work; Social Sciences; Social Studies; Social Wellbeing; Personal and Social Development; Community Studies; Sociology; Family Studies; Adult Education; Anthropology; or an equivalent comparable professional qualification.
- Have excellent written and spoken skills in English and Maltese.

Key Expert 2: Research Coordinator

Minimum requirements:

- A recognised qualification at MQF level 6 (or equivalent) in: Social Policy and Social Work; Social Sciences; Social Studies; Social Wellbeing; Personal and Social Development; Community Studies; Sociology; Family Studies; Adult Education; Anthropology; or an equivalent comparable professional qualification.
- Have excellent written and spoken skills in English and Maltese.

The **Key Experts Form**, the **Statement of Exclusivity and Availability Form**, the **Self-declaration form for the Key Expert,** the **Key Experts' CVs and the proof of qualification** are be to submitted at Tendering submission stage. (Note 2)

(D) Financial Offer

(i) The Tender Form and Tenderer's Declaration are to completed and submitted with the offer; a separate Tender Form is to be submitted for each option tendered, each form clearly marked 'Option 1', 'Option 2' etc.; (Note 3)

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

Notes to Clause 7:

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

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

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

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

8. Tender Guarantee (Bid bond)

8.1 No tender guarantee (bid bond) is required.

9. Criteria for Award

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

SECTION 2 – EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

Part **X** of the Public Procurement Regulations

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

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

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

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

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

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

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

(a) any decision by the General Contracts Committee or the Special Contracts Committee or by the NGO shall be made public by affixing it to the notice-board of the same NGO as the case may be or by uploading it on Government's e-procurement platform prior to the award of the contract if the call for tenders is administered by the NGO;
(b) the appeal of the complainant shall also be affixed to the notice-board of the Review Board and shall be communicated by fax or by other electronic means to all participating tenderers;

(c) the NGO and any interested party may, within ten calendar days from the day on which the appeal is affixed to the notice-board of the NGO and uploaded if/where applicable on the Government's e-procurement platform, file a written reply to the appeal. These replies shall also be affixed to the notice-board of the Review Board and where applicable it shall also be uploaded on the Government's e-procurement platform;

(d) within three working days of the publication of the replies, the Secretary of the Review Board shall prepare a report (the Analysis Report) analysing the appeal and any reply to

it. This report shall be circulated to the persons who file an appeal and to all parties who submitted a reply to the appeal;

(e) after the preparatory process is duly completed, the Director or the Head of the NGO shall forward to the Chairman of the Review Board all documentation pertaining to the call for tenders in question including files, tenders submitted, copies of deposit receipts and any motivated letter;

(f) The secretary of the board shall inform all the participants of the call for tenders, the NGO of the date or dates as the case maybe when the appeal will be heard;

(g) When the oral hearing is concluded, the Public Contracts Review Board, if it does not deliver the decision on the same day, shall reserve decision for the earliest possible date to be fixed for the purpose, but not later than six weeks from the day of the oral hearing:
Provided that for serious and justified reasons expressed in writing by means of an order notified to all the parties, the Public Contracts Review board may postpone the judgment for a later period.

(h) The secretary of the board shall keep a record of the grounds of each adjournment and of everything done in each sitting;

(i) After evaluating all the evidence and after considering all submissions put forward by the parties, the Review Board shall decide whether to accede or reject the appeal.

SECTION 3 – SPECIAL CONDITIONS

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

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

Article 2: Notices and Written Communications

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

Project Leader ESF.02.163
Fondazzjoni Sebħ
72B, Triq Villambrosa
Ħamrun ĦMR 1127

Email: project.sfd@sebh.com

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

Article 3: Order of Precedence of Contract Documents

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

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

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

Article 5: Supply of Information

5.1 As per General Conditions.

Article 6: Assistance with Local Regulations

6.1 As per General Conditions.

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

Article 7: Obligations of the Contractor

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

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

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

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

Article 13: Medical, Insurance and Security Arrangements

13.3 Not applicable.

Article 14: Intellectual and Industrial Property Rights

14.1 All reports and data such as visuals, photographs, graphics, write-ups, editorial content, maps, diagrams, drawings, specifications, plans, statistics, calculations, databases, software and supporting records or materials acquired, compiled or prepared by the Contractor in the performance of the contract shall be the absolute property of the Contracting Authority.

The Contractor shall, upon completion of the contract, deliver all such documents and data to the Contracting Authority. The Contractor may not retain copies of such documents and data and shall not use them for purposes unrelated to the contract without the prior written consent of the Contracting Authority.

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

Article 15: Scope of the Services

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

Article 16: Personnel and Equipment

16.4 As per General Conditions.

Article 17: Replacement of Personnel and Trainees

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

Article 18: Execution of the Contract

18.1 The commencement date of the Contract is the date of the last signature on the Contract by the Contractor and the Contracting Authority.

18.2 The Contract shall have a delivery period of 15 weeks.

Article 19: Delays in Execution

19.2 The Contractor may be bound by a flat rate compensation per day as a penalty of any delays to the delivery time specified in this Tender and the maximum aggregate amount for such compensation is 2/1000 of the contract price per day's delay, up to a limit of 10% of the total price.

Article 20: Amendment of the Contract

20.2 As per General Conditions.

Article 24: Interim and Final Progress Reports

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

Article 26: Payments and Interest on Late Payment

26.1 **Global Price Contract**

Payment	Deliverable	Value
Interim Payment 1	Following the submission of the Final Literature Review	30% of Net Contract Value
Interim Payment 2	Following the submission of the Final Children's Needs Assessment Report	30% of Net Contract Value
Final Payment	Following the approval of the Final Training Needs Analysis Report	40% of Net Contract Value
TOTAL		**100%**

Article 27: Pre-Financing Guarantee

Not Applicable

Article 30: Revision of Prices

As per General Conditions.

Article 32:

Without prejudice to the General Conditions and to Contracting Authority's right to dissolve 'ipso jure' the contract in the case of infringement of any condition thereunder and apart from the deduction established for delay in delivery, any such infringement shall render the contractor, in each case, liable to a deduction by way of damages of 5 per cent of the value of the contract, unless the Contracting Authority elects, with regard to each particular infringement, but not necessarily with regard to all infringements, to claim actual damages incurred.

Article 39: Further Additional Clauses

39.1 In cases where the contract is for any reason terminated, apart from any other rights pertaining to it under the Contract, the Contracting Authority, shall have the right to obtain the same service from other suppliers and all extra cost shall be borne by the defaulting Contractor.

39.2 The Contracting Authority shall not be responsible for any expenses, unless pre-agreed in writing, by both parties.

39.3 For every deliverable, the Contractor shall make available the pertinent raw data (quantitative and qualitative, recorded and processed in any medium whatsoever) supporting the results, recommendations and other project outputs. In each case, the raw data remains the property of the Contracting Authority.

39.4 Furthermore, the appointed Contractor shall treat all information, material and correspondence related to the execution of this contract as strictly confidential and shall not disclose any such information, materials and correspondence to any third party whatsoever without a prior written consent of the Contracting Authority.

All property issued by the Contracting Authority to the Contractor in connection with this Contract Agreement shall remain the property of latter and shall be used in the execution of the Contract Agreement, and for no other purpose whatsoever without the prior approval of the Contracting Authority. The Contractor shall keep all the Contracting Authority's property in safe custody and good condition, set aside and clearly marked as the property of Fondazzjoni Sebħ.

On expiry or earlier termination of the Contract Agreement, the Contractor shall, if so required, either return such property to the Contracting Authority or otherwise dispose of it as instructed by the Contracting Authority.

SECTION 4 – TERMS OF REFERENCE (Note 3)

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

1. Background Information

1.1 - Beneficiary Country

Malta

1.2 - NGO

Fondazzjoni Sebħ

1.3 - Relevant Country Background

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

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

1.4 - Current State of Affairs in the Relevant Sector

Local studies have highlighted the urgency to give importance to the needs of children in out-of-home care at a national level (Abela et al., 2012). In fact, evidence has been provided on the need for "a fundamental revision of residential care for children in the Maltese Islands" (Aldgate & Cole, 2012, p. viii.). According to the 2017 statistic published by the Foundation for Social Welfare Services (FSWS), there were 216 children in residential care.

Despite the awareness that family-based care is, in most situations, more beneficial for children and young persons (in out-of-home care) than residential care, it remains difficult to find foster carers who are able to meet the needs of the children and young persons who need this type of care (FSWS, 2017). The needs of this cohort of minors are becoming ever more complex and meeting them is becoming more demanding: a combination which is not easy to satisfy in today's world, where, amongst other developments, lifestyles are becoming increasingly individualised. This lack of foster placements leads to the utilisation of residential care, with efforts being made to focus on placements which provide the elements of care which children and young persons need, such as individual attention and unconditional acceptance (Bonello, 2016).

Local studies on residential care have highlighted the lack of clarity regarding both official statistics in this field and the description of remits of Homes (DSWS, 2012; Farrugia, 2011). This

initiative aims to address this problem of lack of research and statistical clarity about this target group of children in out-of-home care, by carrying out the proposed research study.

This project aims to improve the chances of de-instutionalisation and quality of life of children living in residential homes / out-of-home care manged by the applicant and their partners. This will be achieved through a carefully crafted programme which will tackle the needs of not only the resident children but also of the institution caring for them, more specifically the home's staff.

1.5 - Related Programmes and Donor Activities

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

2. Contract Objectives and Expected Results

2.1 - Overall Objectives

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

- To address the lack of tailor-made education, training and support services to support vulnerable groups including children.
- To address the skills gaps and updating skills and knowledge of professionals and other persons working with vulnerable groups.

2.2 - Specific Objectives

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

- To carry out a Literature Review on the training programmes and methods available internationally across residential homes for carers and children.
- To carry out a Training Needs Analysis of Care Workers.
- To carry out a Children's Needs Assessment.

2.3 - Results to be Achieved by the Consultant

In line with the above, the expected results of this research study which looks at the environment of care homes, the needs of the staff and children residing in care homes will be three folds, as it will provide local care homes with the information, best practices, and approaches available to improve their service delivery, it will also highlight the skills gaps held internally and paths to address them, together with a better and more objective understanding of the children's needs. The long-term result being that the children are equipped with the necessary skills and confidence to lead an independent life, a life towards de-institutionalisation.

Results to be achieved by the consultant:

1. Meet with the Project Leader within one (1) week following notification of award to sign the contract and to hold a kick-off meeting. During the kick-off meeting the research methodology will be agreed to and reflected in the minutes of the meeting.
2. Draw up the minutes of meetings held with the Project Leader, including the kick off meeting, and any other relevant stakeholders.
3. Literature Review

a) Provide a draft literature review within four (4) weeks of the kick-off meeting, which is subject to the Contracting Authority's approval.
b) Provide the Final Literature Review within five (5) working days following feedback by the Contracting Authority, which would be subject to their approval.

4. Training Needs Analysis
   a) Provide the draft overarching TNA report within a maximum of nine (9) weeks from the kick-off meeting, which would be subject to Contracting Authority's approval.
   b) Provide the revised TNA reports within five (5) working days following feedback by Contracting Authority.

5. Children's Needs Analysis
   a) Provide the draft overarching children's needs analysis report within a maximum of fourteen (14) weeks from the kick-off meeting, which would be subject to Contracting Authority's approval.
   b) Provide the revised children's needs analysis report within five (5) working days following feedback by Contracting Authority.

3. Assumptions and Risks

3.1 - Assumptions Underlying the Project Intervention

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

a) The Contractor is flexible and capable of adhering to specific targets within the stipulated deadlines without jeopardising the quality of work.
b) The Contractor has to ensure availability of the Key Experts for the duration of the assignment.
c) The Contractor has to ensure the availability of the required expertise including the adequate skills and the necessary resources within the stipulated time frame and in line with the budget proposed by the Contractor.
d) The Contractor will be expected to address any issues and concerns, which may arise during the implementation of the tender and undertake the necessary consultation with all relevant stakeholders. In particular close co-operation and discussions on the resulting issues and concerns need to be undertaken with the Contracting Authority.
e) High quality work and timely reporting (including language and presentation) is expected.
f) The Contractor has to take note of the publicity requirements as outlined in the Manual of Procedures covering the ESF fund (which may be downloaded from the eufunds.gov.mt website) and ensure compliance with these requirements in all reports prepared.
g) Each task will be deemed concluded once the relevant report is formally accepted by the Contracting Authority.
h) Although the final reports are expected to be provided in English, it is being assumed by the Contracting Authority that the Contractor can undertake interviews, presentations and provide any methodological tools, also in Maltese, if so requested by the Contracting Authority. Such request by the Contracting Authority shall not be against any additional costs/payments.

3.2 – Risks

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

- Unforeseen delays in the implementation of the contract.

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

4. Scope of the Work

4.1 – General

4.1.1 Project Description

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

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

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

This contract, which is a key component of the above-mentioned project, revolves around the services of a research team, whose expertise will be sought to carry out the activities outlined below.

4.1.2 Geographical Area to be covered

Malta

4.1.3 Target Groups

The target groups of this project include the residential homes run by Fondazzjoni Sebh which are Dar San Nikola, Dar Sagra Familja, Dar Fra Diego, Dar Santa Tereza and Dar il-Milja, the residential homes that are run by the Malta Missionaries of St Paul which include Dar San Guzepp and the residential homes run by the Salesians that include St Patricks Home and Dar Don Bosco.

The number of persons participating in this intervention is:

- 80 Staff of the NGOs Fondazzjoni Sebħ, Fondazzjoni Dar San Guzepp, and St Patrick's Residential Services
- 30 Children residing in the care homes managed by NGOs Fondazzjoni Sebħ, Fondazzjoni Dar San Guzepp, and St Patrick's Residential Services

4.2 - Specific Activities

The contract specific activities are made up of the following three (3) components identified hereunder.

The Contractor will undertake to perform the tasks assigned in accordance with the highest professional standards of quality and independence and to observe the highest integrity throughout the process (on data, research, analysis, presentation, etc.).

The Contractor shall meet the Contracting Authority (CA) within one (1) week following notification of award to sign the contract and hold a kick-off meeting. During this meeting the CA will provide an overview of the objective of the project for the experts to have a clear vision on what the service entails and to provide clear timeframes as to this contract's deliverables.

4.2.1 **Activity 1: Literature Review**

The Contractor shall carry out a Literature Review on the situation faced locally and internationally by minors living in residential care homes. The aim of this Literature Review is to develop a clear understanding of the current situation on the topics aforementioned, taking into account relevant studies and statistics, clearly indicating documents used and referred to in the compilation of the research.

The literature review shall:

(i) Outline of the current state of affairs in care homes in Malta.
(ii) Outline of the current state of affairs in care homes internationally.
(iii) Identify care homes best practices and success stories.

The literature review is to focus on the last five (5) years, i.e. from 2015-2020.

The literature review is to serve as a reference point for the proceeding activities, with the researcher drawing out comparisons from the primary and secondary research.

A draft version of the literature review must be presented to the CA for approval, within four (4) weeks following the signing of the contract.

The Contractor shall update the Draft Literature Review with the edits agreed to with the CA and shall prepare the Final Literature Review within five (5) working days following feedback by the CA.

4.2.2 **Activity 2: Staff Training Needs Analysis**

The Contractor shall carry out a Training Needs Analysis (TNA) amongst the staff of Fondazzjoni Sebħ, Dar San Guzepp, and St Patrick's Residential Services, Divisions are categorised as follows:

- Group A – Directors
- Group B – Senior Managers
- Group C – Home Managers
- Group D – Social Workers
- Group E – Care Coordinators
- Group F – Care Workers

The Contractor shall provide the draft overarching TNA report within a maximum of nine (9) weeks from kick-off meeting, which would be subject to the CA's approval.

The overarching report, which will be submitted would need to include a TNA report for each Division identified above, as well as outline the overall main skills needed within these three NGOs residential care homes.

As part of this activity the Contractor shall be expected to identify a minimum of three (3) conference, international or local, that would be beneficial and suitable for Group F – Care

Workers to attend. Together with identifying a minimum of four (4) international care home in which Group F – Care Workers can carry out a visit and be able to experience fist-hand the care practices being implemented by other service providers also working in the field of minors' residential care.

The contractor will be expected to provide the revised Final TNA reports within five (5) working days following feedback by the CA. This TNA shall serve as the basis for staff training which will take place following the completion of this research contract.

The TNA shall constitute of the following phases:

Phase 1: Initiation

An initial meeting with the Contractor shall be organised by the CA to discuss the requirements, the work plan, the methodology for the work to be undertaken, and to clarify possible questions and issues. Based on the outcome of this meeting, a clear work plan with timelines, and any other relevant points discussed in this meeting may be drawn up.

The Contractor shall examine relevant available secondary documentation about the TNA and the CA's training and development experiences to date. This documentation may include:

- Organisational charts; and
- Position descriptions, as appropriate.

The Contractor shall also:

- Plan the work in relation to this contract;
- Prepare management interview data collection tools as necessary; and
- Schedule management interviews.

Phase 2: Data Collection

The Contractor shall design questionnaires to identify training needs at organizational and division/group level. The proposed data collection instruments would need to be approved by the CA.

The Contractor shall collect and tabulate completed TNA responses from management and individuals. In the eventuality of a low response rate, the Contractor shall alert the CA to issue the necessary communication and follow-up to ensure as comprehensive response as possible.

The Contractor shall carry out a minimum of five (5) interviews with management and staff to ascertain understanding of their personal training needs. Based on these interviews, the management or employee TNA response may be revised to reflect the understanding.

The Contractor shall carry out meetings with management to moderate the self-assessment TNA responses of employees. Changes between the employee self-assessment and the management view shall be recorded.

Phase 3: Data Analysis

The Contractor shall analyse both division/group- and organisational-unit needs, synthesising the findings at both levels. A report consolidating each division/group and organization's identified needs is required.

The Contractor will validate the findings with management.

Phase 4: Reporting

The Contractor shall draft the first version of each report incorporating findings and conclusions related to the consultation exercise carried out with the relevant staff. The report shall clearly indicate the training and skills needed internally by the three NGOs for them to improve and

update their service offering. To this effect the contractor shall prepare a list of recommended training programmes/areas for staff to attend based upon the TNA findings.

The Contractor shall update the Draft TNA Reports and overarching report with the edits agreed to with the CA and shall prepare the Final TNA Report.

4.2.3 **Activity 3: Children's Needs Assessment**

The Contractor shall carry out a Needs Assessment with institutionalised minors aged 7-17 years old residing in the care homes managed by Fondazzjoni Sebħ, Dar San Guzepp, and St Patrick's Residential Services.

Age groups of the minors residing in these care homes are split as follows:

- Group A – 7-10-year olds
- Group B – 11-14-year olds
- Group C – 15-17-year olds

The Contractor shall provide the draft overarching Needs Assessment report within a maximum of fourteen (14) weeks from kick-off meeting, which would be subject to the CA's approval. The overarching report, which will be submitted would need to include a Needs Assessment report for each age group identified above, as well as outline the overall main skills and service gaps identified by the participating institutionalised minors.

The contractor will be expected to provide the revised Final Needs Assessment reports within five (5) working days following feedback by the CA. This Needs Assessment shall serve as the basis for support services and skills development workshops which will take place following the completion of this research contract.

Phase 1: Initiation

An initial meeting with the Contractor shall be organised by the CA to discuss the requirements, the work plan, the methodology for the work to be undertaken, and to clarify possible questions and issues. Based on the outcome of this meeting, a clear work plan with timelines, and any other relevant points discussed in this meeting may be drawn up.

The CA will apply for Protection of Minors Act (POMA) certification prior to the commencement of this assignment. The Contractor shall be expected to provide all the necessary documentation to process this certification in a timely manner.

Phase 2: Data Collection

The Contractor shall design questionnaires to identify the children's needs at group and individual level. The proposed data collection instruments would need to be discussed with the CA.

The Contractor shall collect and tabulate completed Needs Assessment responses from the thirty (30) participating children. In the eventuality of a low response rate, the Contractor shall alert the Contracting Authority to issue the necessary communication and follow-up to ensure as comprehensive response as possible.

The Contractor shall carry out interviews or meetings with children in the presence of NGO staff who shall be made aware of the line of questioning prior to the beginning of the data collection exercise.

The Contractor is to ensure that as this relates to a study with minors, all ethical considerations are to be taken very seriously.

Phase 3: Data Analysis

The Contractor shall analyse both individual and age group needs, synthesising the findings at both levels. A report consolidating these findings is required.

The Contractor will validate the findings with the CA.

Phase 4: Reporting

The Contractor shall draft the first version of each report incorporating findings and conclusions related to the primary research carried out with the residents of these homes.

The report shall include recommendations as to beneficial training programmes or support programmes suitable for these children based on their findings.

The Contractor shall update the Draft Needs Assessment Report and overarching report with the edits agreed to with the CA and shall prepare the Final TNA Report.

This Needs Assessment shall serve as basis for the minor's support programme which will take place following the completion of this research contract.

4.3 - Project Management

4.3.1 Responsible Body

Fondazzjoni Sebħ

4.3.2 Management Structure

The Project Leader with the support of the Project Manager will be responsible to oversee the work carried out by the Project Researchers.

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

Fondazzjoni Sebħ will provide the meeting facilities for meetings between the Contracting Authority and the Contractor.

The Contractor is expected to make independent arrangement for any desk work related to the contract.

5. Logistics and Timing

5.1 – Location

The entire project shall be undertaken in Malta. No specific location is being identified as the main operational base that the Contractor should use.

5.2 - Commencement Date & Period of Execution

The intended commencement date is 5 July 2021 and the period of execution of the contract will be 15 weeks from this date. Article 18.1 of the Special Conditions will determine the actual commencement date and period of execution.

The timeframes for the deliverables will be discussed based on this tender and agreed upon during the kick-off meeting.

6. Requirements

6.1 – Personnel

The Contractor, whether a natural person, or a legal entity, is to assign two (2) Key Experts. A Key Expert cannot be in more than 1 role for the scope of this project:

Key Expert 1: Project Manager and Lead Expert

Minimum requirements:

- A recognised qualification at MQF level 8 (or equivalent) in: Social Policy and Social Work; Social Sciences; Social Studies; Social Wellbeing; Personal and Social Development; Community Studies; Sociology; Family Studies; Adult Education; Anthropology; or an equivalent comparable professional qualification.
- Have excellent written and spoken skills in English and Maltese.

Key Expert 2: Research Coordinator

Minimum requirements:

- A recognised qualification at MQF level 6 (or equivalent) in: Social Policy and Social Work; Social Sciences; Social Studies; Social Wellbeing; Personal and Social Development; Community Studies; Sociology; Family Studies; Adult Education; Anthropology; or an equivalent comparable professional qualification.
- Have excellent written and spoken skills in English and Maltese.

The qualifications of the proposed experts must be recognised by the Malta Qualifications Recognition Information Centre (MQRIC) which is the competent body within the National Commission for Further and Higher Education (NCFHE) that recognises qualifications against the Malta Qualifications Framework (MQF). The Evaluation Committee reserves the right to request an official document proving the MQRIC equivalence of the proposed expert's qualifications at evaluation stage. Failure to provide such proof within the stipulated timeframe will result in the submitted tender not being considered further.

6.1.1 Other Experts

The Contractor may nominate other experts as deemed necessary to support the key and senior experts during the execution of this contract. These should also be free from conflict of interest.

The Evaluation Committee reserves the right to request the tenderers to provide documentation to substantiate their claims in respect to the staff proposed.

Any other additional experts shall be subject to approval by the Contracting Authority.

6.1.2 Support Staff and Backstopping

Any expenses related to this have to be covered by the Contractor and no extra funds will be allocated for this purpose.

6.2 – Accommodation

No office space will be provided by the Contracting Authority and thus the costs of the office accommodation are to be covered by the Contractor in the global price provided for this contract.

6.3 - Facilities to be provided by the Contractor

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

6.4 – Equipment & Resources

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

Contractors are to have access to scientific journals and literature necessary to carry out the Literature Review. These shall be made available to the experts carrying out the research.

7. Reports

7.1 - Reporting Requirements

During the implementation of this contract, the Contractor must provide to the CA the following reports the stipulated timeframe:

a) A *Draft Literature Review* within four (4) weeks.
b) A *Final Literature Review* within five (5) weeks.
c) A *Draft Training Needs Analysis* within nine (9) weeks.
d) A *Final Training Needs Analysis* within ten (10) weeks.
e) A *Draft Children's Needs Assessment* within fourteen (14) weeks.
f) A *Draft Children's Needs Assessment* within fifteen (15) weeks.

7.2 - Submission & approval of progress reports

The contractor must submit at least one (1) physical copy and one (1) soft copy (both PDF and Word format) of all the reports mentioned above. These reports must be written in English and are subject to approval by the CA.

Original invoices are to be submitted to the CA following the approval by the CA of the final reports as indicated in article 26.1 of the Special Conditions.

8. Monitoring and Evaluation

8.1 - Definition of Indicators

Not applicable.

8.2 - Special Requirements

As appropriate.

SECTION 5 – SUPPLEMENTARY DOCUMENTATION

5.1 – Draft Contract Form

5.2 – Glossary

5.3 – Specimen Performance Guarantee

5.4 – General Conditions of Contract

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

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

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

It is important to note that since this tender is being issued by an NGO, any reference to the Central Government Authority and the Department of Contracts within the General Conditions, should be read as the Contracting Authority.

5.5 – General Rules Governing Tendering for NGOs

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