



Expression of Interest

Invitation for the Provision of Health and Safety Advisors to Design and Develop Three Health and Safety Courses required for the Construction Industry Skill Card

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1. Introduction

1.1 The Building and Construction Authority (hereinafter referred to as the Contracting Authority or the BCA) is a public entity established under Chapter 623 of the Laws of Malta, known as the Building and Construction Authority Act.

1.2 Since the BCA took over the Building Industry Consultative Council's (BICC) education and skill certification responsibilities, the authority is looking to engage **three health and safety advisors** (hereinafter referred to as the Service Providers) who together, will formulate three different health and safety course syllabi. The health and safety course is one of the requirements for an individual to be issued a Construction Industry Skill Card (CISC). With this, BCA aims to achieve uniformity across the board.

1.3 The BCA is looking to establish a working group where through its expertise, it establishes a standardised:



- Basic health and safety course (MQF Level 1);
- Health and safety course for Supervisory (MQF Level 3) and; a
- Health and Safety course for Professionals (MQF Level 4).

1.4 The Service Provider is expected to provide professional advice within the working group and shall follow the specific instructions of the Contracting Authority.

1.5 The period of performance shall commence from the **Letter of Approval date.**

1.6 The period of performance shall be for a period of twelve (12) weeks.

- After 4 weeks, the working group is to submit the package for The Basic Health and Safety (MQF Level 1)
- After 8 weeks, the working group is to submit the package for Health and Safety for Supervisory (MQF Level 3)
- After 12 weeks, the working group is to submit the package for Health and Safety for Professionals (MQF Level 4)



2. Duties, Functions and Responsibilities

The contracted Service Provider should, in particular, be requested to provide a service as follows:

- Develop and establish learning outcomes, as per timeframes in Clause 1.6, for every individual health and safety course, which in return will be the sole property of BCA.
- Design three different PowerPoint presentations (one for every course), as per Clause 1.6, that will be used during the delivery of the course.

3. Other Obligations

3.1 The Service Provider agrees to submit to the BCA the official mobile number, and email address and agree to inform the Contracting Authority immediately of any changes of such details;

3.2 The prepared material cannot be disseminated by the service provider, as it is the sole property of the BCA.

4. Terms and conditions

4.1 The Service Provider shall assume responsibility for the contents of any report drafted by himself/herself.



- 4.2 The Service Provider must execute any assignment with the outmost integrity.
- 4.3 During the term of the contract with the Authority and at all times thereafter, the Service Provider shall keep all confidential information in confidence.
- 4.4 The Service Provider shall make use of their own equipment and shall refrain from purchasing any items/equipment on behalf of the Contracting Authority or the Ministry as part of the contract with the Authority.
- 4.5 Any dispute which may arise between the Service Provider and the Authority in connection with the execution of this Contract will first be dealt with in an amicable way and if unresolved, will be settled through arbitration proceedings.
- 4.6 As per clause 1.6, after 4 weeks, the BCA will request the first finalised course – Basic Health and Safety. After 8 weeks, BCA will request the second finalised course – Health and Safety for Professionals. At the end of the 12-week period, BCA will ask for the final course outline – Health and Safety for Supervisors. Should the working group fail to meet such milestones, BCA reserves the right to cancel its obligations to the working group.



5. Duration of Contract and Payment

- 5.1 The period of performance shall commence from the last signature of the Contract and shall run for a period of twelve (12) weeks.
- 5.2 Payment to the Service Providers will be of a fixed fee every 4 weeks, as per clause 1.6, upon submission of the whole package, of seven hundred euro (€700) excluding VAT and shall be affected against the submission of a fiscal invoice which is to be issued upon the completion of every milestone.
- 5.3 Payments may be stopped whenever, in the opinion of the Contracting Authority, the Service Provider is in breach of the conditions of the contract.
- 5.4 All invoices issued by the Service Provider to the BCA for payment for services rendered in terms of the contract shall be payable to the Service Provider within thirty (30) calendar days from the date on which the said invoice has been received by the BCA.
- 5.5 The Service Provider needs to be in possession of a valid VAT number.
- 5.6 Every invoice presented to the BCA should contain an Invoice date, the Service Provider general details, the amount in Euro (net of Vat) and the VAT Component together with the total amount due.



5.7 The Service Provider shall be responsible to pay VAT, Income Tax and National Insurance Contributions and any other dues that may be applicable as a result of the engagement and throughout the contract's duration.

6. Termination

6.1 Without prejudice to any other provision hereof, the contract shall terminate, at the option of the Contracting Authority, by giving written notice of termination to the Service Provider, without prejudice to any claim for damages or other remedy to which the Authority may be entitled either at law or under this Agreement, on the occurrence of any one or more of the following events:

6.1.1 If the Service Provider breaches, or habitually neglects, or proves ineffective in accomplishing, or demonstrates an incapacity/inability to fulfil the duties/obligations which it is required to perform under the terms of this Agreement;

6.1.2 If the Service Provider fails to obey any order and/or instruction or fails to observe any policy and/or directive promulgated from time to time by the Contracting Authority;



- 6.1.3 If the Service Provider, at any time during the term of this contract, fails to cooperate with the Contracting Authority and/or its officers.
- 6.1.4 If it should become apparent to the Contracting Authority that any matter disclosed, warranted or represented to the Contracting Authority by or on behalf of the Service Provider is materially or adversely misleading or incorrect;
- 6.1.5 If the Service Provider fails to fulfil any of his/her obligations under this contract;
- 6.1.6 If the Service Provider fails to comply with the terms and conditions of the Contract, and such non-compliance is deemed to be of material significance by the Contracting Authority; and g) Upon the occurrence of any event or circumstance which gives the Contracting Authority good reason to believe that the Service Provider may not perform any obligation/s referred to in the contract.
- 6.2 The Service Provider may, for a valid reason, at any time after the expiration of four (4) months from the commencement of the contract, terminate the contract by giving a one (1) month notice in writing; subject to the completion of any tasks active at that point in time. The one (1) month notice period will start to reckon from the



date on which the letter of termination is received by the BCA via registered post or by electronic mail.

6.3 If the Service Provider terminates the service otherwise than in accordance with the terms of the contract, he/she shall be liable to pay, by way of pre-liquidated damages the equivalent of 10% of the initial contract value.

7. Selection of Candidates

The candidates will be interviewed by a selection board to assess their suitability for the post. Candidates must provide an original official identity document (identity card or passport) and original certificates/qualifications for verification at the interview stage. Candidates will be notified by email of the outcome. The result of the interview will remain valid for one (1) year.

8. Eligibility Requirements

Eligible applicants need to possess any of the following:

- A minimum of MQF Level 6 Bachelor's degree in Health and Safety or in a related field and at least 5 years' working experience within the industry.

OR

An MQF Level 5 Diploma in Health and Safety or in a related field and at least 10 years' working experience within the industry.



Apart from the above, the eligible applicants should be:

- Fluent in speaking and writing in Maltese and English; and
- of good moral character, trustable, team driven, and motivated to perform their duties diligently and zealously.

9. Submission

9.1 Interested parties are to submit their interest by filling in Annex I and Annex II of this Expression of Interest and attach all relevant documentation as being indicated in clause

9.2 Submissions are to reach the BCA by not later than **17 June 2024** via the email address indicated in clause 9.4

9.3 Applicants are required to submit:

- Updated Curriculum Vitae.
- Copy of relevant original certificates related to health and safety, as indicated in Clause 8



9.4 The Expression of Interest including all documents may be submitted to the BCA, electronically on the following email address: procurement.bca@bca.org.mt

9.5 A contract is to be signed within fifteen (15) days from the notification of the result of the interview.

9.6 By submitting their interest, the applicants are accepting that this procedure is regulated by Maltese Law and are deemed to be aware of all relevant laws, acts and regulations of Malta that may in any way affect or govern the operations and activities covered by this procedure.

9.7 Applicants shall bear all costs associated with the preparation and submission of their interest. The BCA shall not reimburse any fee associated with the preparation of the expression of interest in the event that any or all interest/s is/are rejected.

9.8 The Contracting Authority reserves the right to:

- Issue any new additional information during the publication period.
- Cancel this Expression of Interest.
- Reject all interests that had been received.
- Initiate a new Expression of Interest.



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Annex I – Submission Table

<u>General Details</u>	
Name of Service Provider	
Address	
Email Address	
Mobile No.	
VAT Registration No.	
ID Card No.	



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Annex II – Declaration Form Schedule of Fixed Rate

I hereby declare and agree to carry out the services at the rates established below:

Item No.	Description	Period of Performance	Fixed Rate (incl. Taxes/Charges but excl. VAT)	Total (incl. Taxes/Charges, but excl. VAT)
1.1	Fixed fee for completed package for the Basic Health and Safety Course (MQF Level 1)	4 weeks	€700	€700
1.2	Fixed fee for completed package for the Health and Safety for Supervisory (MQF Level 3)	8 weeks	€700	€700
1.3	Fixed fee for completed package for the Health and Safety for Professionals (MQF Level 4)	12 weeks	€700	€700
Total				€2,100

Date: _____

Signature: _____

Declaration:

- I declare that by signing this form, I have read, understood, and agreed to abide to all the clauses mentioned in this Expression of Interest.