



Expression of Interest

Invitation for the Provision of Tuition Services from Qualified Tutors for the Delivery of Courses in relation to Health and Safety:

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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 educative **tutors** (hereinafter referred to as the Service Providers) who could provide accredited Health and Safety services, including presenting, lecturing and assessing material and correcting of the latter. Carrying out and passing the health and safety course is one of the requirements for an individual to be issued a Construction Industry Skill Card (CISC).

1.3 The BCA is looking to appoint tutors who are to deliver Health and Safety courses, separately or collectively:

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

1.4 The Service Provider is expected to provide professional service through the process of delivering these courses and shall follow the specific instructions issued by the Contracting Authority.



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

1.6 The period of contract shall be of one (1) year.

2. Duties, Functions and Responsibilities:

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

- Provide tutoring services for the aforementioned courses, during the day or in the afternoon/evening (after office hours) between Monday and Saturday, during the contract duration as mentioned in Clause 1.6. It is worth mentioning that the dates and times are stipulated by the Building and Construction Authority.
- Prepare lesson plans, and work with the presentations and assessment material/templates that is to be provided by the Building and Construction Authority and assess and correct any assessment for every course that is to be issued, within the timeframe as per Clause 1.6.
- The Tutor agrees to provide tutoring services that meet or exceed the Authority's standards of tutoring, according and not limited to the student's age and educational level. The Tutor must maintain an understanding of the course's curriculum and expectations provided to the tutor from the Authority respectively, as approved by the MFHEA. The Tutor is required to treat the student with courtesy and professionalism, and to moreover behave in a suitable manner during these sessions that cater to the age and educational level of the student.
- The tutor agrees to carry out these courses at any location/premises stipulated by the Building and Construction Authority.



3. Other Obligations

- 3.1 The Service Provider agrees to provide to the BCA their official mobile number, and email address and agrees to inform the Contracting Authority immediately of any changes to such details.
- 3.2 The prepared material being the presentations and assessments provided cannot be disseminated by the service provider, as it is the sole property of the Building and Construction Authority.

4. Terms and conditions

- 4.1 The Service Provider shall assume responsibility for the quality of lessons being given and assessments supervised and/or corrected from their end.
- 4.2 The Service Provider must execute any assignment or task with the outmost integrity.
- 4.3 During the term of the contract with the Authority and at any time thereafter, the Service Provider shall keep all information in confidence.
- 4.4 The Service Provider shall make use of their own equipment that are to be used during their delivery of presentations 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 amicably and, if unresolved, will be settled through arbitration proceedings.



4.6 Should the tutor fail to meet certain standards and expectations, the Building and Construction Authority reserves the right to cancel its obligations to the individual and prohibit them from further carrying out their duties through this expression of interest.

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 one (1) year.

5.2 Payment to the Service Providers will be of a fixed fee (lump sum) for every course carried out after the tutor has finished the supervision and corrected assessments from each course carried out. Payment shall be affected against the submission of a fiscal invoice to be issued upon the completion of every requirement.

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 Building and Construction Authority 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 Building and Construction Authority, subject to satisfactory services rendered.

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.



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- 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 because of the engagement and throughout the contract's duration.
- 5.8 The Service Provider is to issue an invoice for each, and every individual course completed upon submission of the student's results of their examinations and the service provider has signed off all the students' certifications upon completion of the respective course.

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:
- 6.2 If the Service Provider breaches, and/or habitually neglects, and/or proves ineffective in accomplishing or demonstrates an inability to fulfil the duties/obligations which is considered to be a requirement under the terms of this Agreement.
- 6.3 If the Service Provider fails to follow any order and/or instruction or fails to observe any policy and/or directive promulgated from time to time from and by the Contracting Authority.
- 6.4 If the Service Provider, at any time during the term of this contract, fails to cooperate with the Contracting Authority and/or its officers and no mutual agreement has been reached between the individual and the Contracting Authority.



- 6.5 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.
- 6.6 If the Service Provider fails to fulfil any of his/her obligations under this contract.
- 6.7 If the Service Provider fails to comply with the terms and conditions of the Contract, and such non-compliance is deemed to be of significance by the Contracting Authority; and 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.
- 6.8 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.
- 6.9 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 **the 8th of October 2025** 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
- Police Conduct Certificate, issued within three months prior the date of submission of application.

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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10. Courses

This section is to be considered as an estimate for candidates willing to apply for this Expression of Interest. The Building and Construction Authority estimates to carry these amounts of courses:

<u>Course</u>	<u>Average Numbers for Courses carried out</u>	<u>Cost</u>
Basic health and safety course (MQF Level 1)	<u>2 per month</u>	<u>350 per course</u>
Health and Safety course for Professionals (MQF Level 4)	<u>1 every 4 months</u>	<u>1000 per course</u>

Keeping in mind that the Building and Construction Authority is planning to conduct an estimate of 24 courses for Basic Health and Safety courses every year and an estimate of 3 courses for the Health and Safety Professional every year, it is up to the discretion of the Authority to assign the courses to any tutor according to their availabilities and to the availabilities assigned to the BCA's scheduled courses.



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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	Lump Sum rate per course (incl. Taxes/Charges but excl. VAT)
1.1	Basic Health and Safety Course (MQF Level 1)	1 year	€350
1.2	Professional Health and Safety Course (MQF Level 4)	1 year	€1000
Total			

The Contracting Authority reserves the right to procure higher or lower quantities than those mentioned in the above table. If these quantities are not used, the Service Provider shall have no claim against Government.

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.