



## *Expression of Interest*

# ***Invitation for the Provision of Tuition Services from Qualified Tutors for the Delivery of Courses in relation to the achievement of the Masons' License:***

**Published on 15<sup>th</sup> December 2025**

### **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 The BCA is looking to engage educative **tutors** (hereinafter referred to as the Service Providers) who could deliver and lecture on modules related to the achievement of the Masons' License as indicated in Schedule II (regulations 15 and 20) of SL 623.12. The achievement of the Masons' License Course includes theoretical and practical sessions. Attending and passing all the modules in this course is one of the requirements for an individual to achieve the Masons' License, which will eventually be listed in the Construction Industry Skill Card (CISC).
- 1.3 The BCA is looking to engage tutors who are to deliver different modules forming part of the course that will lead to the achievement of the Masons' License (practical and theoretical sessions), separately or collectively: The modules as indicated in Schedule II of SL 623.12 are as follows.



- Geometry (including practical sessions)
- Health and Safety
- Building Construction
- Concrete Structures
- Other Skills
- Binding Legislation

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

1.5 The period of performance shall commence from the **date of the last signature on the contract.**

1.6 The period of the contract shall be of two (2) years.

## **2. Duties, Functions and Responsibilities:**

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

- Provide tutoring services for the aforementioned modules, 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 expressly agreed that no additional remuneration or extra costs shall be entertained for the delivery of any course or session on Saturdays. It is worth mentioning that the dates and times are stipulated by the Building and Construction Authority.
- Prepare lesson plans, presentations, and other material that are required for the delivery of the respective modules according to



Schedule II (regulations 15 and 20) of SL 623.12 (refer to attached legislation) within the timeframe as per Clause 1.6.

No preparation is required by the service providers for the exam paper since this is the responsibility of the Masons' License Board.

- The Service provider agrees to provide tutoring services that meet or exceed the Authority's standards of tutoring, according to and not limited to the student's age and educational level. The Service providers must maintain an understanding of the course's curriculum as stipulated in Schedule II of SL623.12, and expectations of the Authority, respectively. The Service providers are required to treat students with courtesy and professionalism, and to behave appropriately during these sessions that cater to the age and educational level of the student.
- The Service Providers agree 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 the BCA with their official contact number and email address. The Service provider agrees to inform the Contracting Authority immediately of any changes to such details.
- 3.2 The service provider cannot disseminate any material provided by the BCA, as it is the sole property of the Building and Construction Authority.
- 3.3 Any material, lesson plans, or presentations created by the Service Provider for the specific execution of this contract shall become the intellectual property of the Building and Construction Authority.

#### **4. Terms and conditions**

- 4.1 The Service Providers shall assume responsibility for the quality of lessons delivered.
- 4.2 The Service Providers must execute any assignment or task with the utmost integrity.
- 4.3 During the term of the contract with the Authority and at any time thereafter, the Service Providers shall keep all information in confidence.
- 4.4 The Service Providers shall make use of their own equipment that is to be used during the 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 a 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 a Service provider fail to meet certain standards and expectations, the Building and Construction Authority reserves the right to cancel its obligations to the individual and prohibit him from further carrying out 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 two (2) years.



- 5.2 Payment to the Service Providers will be a fixed fee (lump sum) for every course carried out after the Service Provider has finished the course. 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 Providers need to have a valid VAT number.
- 5.6 Every invoice presented to the BCA should contain an Invoice date, the Service Provider's 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 for paying 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 every individual course completed.



## **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 Providers, 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 a Service Provider breaches, and/or habitually neglects, and/or proves ineffective in accomplishing or demonstrates an inability to fulfil the duties/obligations which are a requirement under the terms of this Agreement.
- 6.3 If a Service Provider fails to follow any order and/or instruction or fails to observe any policy and/or directive promulgated from time to time by the Contracting Authority.
- 6.4 If a 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 a 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 run 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 two (2) years .

## **8. Eligibility Requirements**

Hereunder are the eligibility requirements for each module as stipulated in Schedule II (regulations 15 and 20) of SL 623.12.



## **8.1 Geometry**

The Geometry module includes practical sessions. The module total hours are ten (10) hours.

Eligible applicants need to possess any of the following:

- MQF Level 7 Master of Architecture or in a related field, and a minimum of 2 years working experience in the Industry.

OR

- MQF Level 6 Bachelor's degree in Built Environment or in a related field, and a minimum of 4 years' working experience in the Industry.

OR

- A Mason's License and a minimum of 10 years working experience in the Industry.

## **8.2 Health and Safety**

The module total hours are ten (10) hours.

Eligible applicants need to possess any of the following:

- MQF Level 7 Master's in Occupational Health and Safety or in a related field, and a minimum of 2 years' working experience in the Industry.

OR

- MQF Level 6 Bachelor's degree in Occupational Health and Safety or in a related field, and a minimum of 4 years' working experience in the Industry.



OR

- MQF Level 5 Diploma in Occupational Health and Safety and a minimum of 6 years' working experience in the Industry.

### **8.3 Building Construction, Concrete Structures and Other Skills**

The above three (3) modules are amalgamated and will be delivered collectively during the same sessions. The module total hours are twenty (20) hours.

- Eligible applicants must be in possession of a valid warrant issued by the Periti Warranting Board as per Chapter 390 Periti Act.

### **8.4 Binding Legislation**

The module total hours are ten (10) hours.

- Eligible applicants must be in possession of a valid warrant to practice as a lawyer at the Courts of Law on the Maltese Islands. Furthermore, eligible applicant must possess knowledge about the Construction Industry regulations in place.

For all modules, all eligible applicants should be:

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

Applicants may apply for more than one module, provided they meet the eligibility requirements for each module. However, an applicant may only be selected for **one** module. Following the interviews, the Contracting Authority



will decide which single module the applicant is to be assigned to, regardless of how many modules the applicant applied for.

## **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 indicated in clause 8.
- 9.2 Submissions are to reach the BCA by not later than **28<sup>th</sup> December 2025** on the following email address: [procurement.bca@bca.org.mt](mailto:procurement.bca@bca.org.mt) as indicated in clause 9.4.
- 9.3 Applicants are required to submit:
- Updated Curriculum Vitae.
  - Copy of relevant original certificates, as indicated in Clause 8
  - A Certificate of Conduct issued by the Criminal Records Office not earlier than three months prior to the date of this Expression of Interest.
- 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](mailto: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 interviews.
- 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.

## **10 Courses**

The below table is to be used as an agenda for each applicant; the below table 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:

<b><u>Course Module</u></b>	<b><u>Estimated number of courses depending on number of applicants and engaged tutors</u></b>	<b><u>Rate per Course</u></b>	<b><u>Course Duration</u></b>
Geometry (including practical sessions)	9 courses to be delivered in a two (2) year period	<b><u>€ 500 per course</u></b>	<b><u>10 hours per course</u></b>
Health & Safety	9 courses to be delivered in a two (2) year period	<b><u>€ 500 per course</u></b>	<b><u>10 hours per course</u></b>
Building Construction, Concrete Structures, Other Skills	4 courses to be delivered in a two (2) year period	<b><u>€ 1,000 per Course</u></b>	<b><u>20 hours per course</u></b>
Binding Legislation	9 courses to be delivered in a two (2) year period	<b><u>€ 500 per Course</u></b>	<b><u>10 hours per course</u></b>



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The Building and Construction Authority is planning to conduct an estimate of two (2) course-sessions in one (1) year for two (2) consecutive years. According to the number of applicants, for each course, the applicants may be divided into several groups. The number of students per course will not exceed thirty (30) in total. Different groups may be attending different modules simultaneously to keep abreast of the schedule. The first course is estimated to be scheduled by mid/end January 2026. It is up to the discretion of the Authority to assign the courses to any tutor according to their availability and to the availability assigned to the BCA's scheduled courses.



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## **Annex I – Submission Table**

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



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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:

<b>Item No.</b>	<b>Module</b>	<b>Period of Performance</b>	<b>Estimated number of courses depending on number of applicants and engaged tutors</b>	<b>Lump Sum rate per hour (incl. Taxes/Charges but excl. VAT)</b>	<b>Tick below for the module for which you are applying</b>
1	Geometry (including practical sessions)	2 years	9 Courses	€ 500 per course	
2	Health & Safety	2 years	9 Courses	€ 500 per course	
3	Building Construction, Concrete Structures, Other Skills	2 years	4 Courses	€ 1,000 per Course	
4	Binding Legislation	2 years	9 Courses	€ 500 per Course	

**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.