



Reference number: MJEG/MPU/103/2020

Tender for the Services of a Targeted Programme Related to the Process of Alternative Dispute Resolution and Related EU Legislation



This project is being financed 50%
through local budget and 50%
through EU funds.



Important: No Bid Bond is applicable.

Ministerial Procurement Unit

Ministry for Justice, Equality and Governance

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SECTION 1 - INSTRUCTIONS TO TENDERERS

1. General Instructions

- 1.1 The subject of this contract is a targeted programme related to the process on ADR and related EU legislation.
- 1.2 The place of acceptance of the services shall be MCCA, Mizzi House, National Road, Blata l-Bajda HMR9010, the time-limits for the execution of the contract shall be for nine (9) months, and the INCOTERM²⁰¹⁰ applicable shall be Delivery Duty Paid (DDP).
- 1.3 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 € 40,000 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.

2. Timetable

The timetable is as per the dates set through the CfT workspace on the ePPS.

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. Clarification Meeting/Site Visit/Workshop

- 4.1 No clarification meeting/site visit is planned.
- 4.2 The last date on which the Contracting Authority (CA) shall issue a clarification is four days prior to the closing date of the tender, i.e. 29th June 2020.

5. 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 Eligibility Section through the tender response format ^(Note 2)

(B) Exclusion (including Blacklisting) and Selection Criteria - information to be submitted through the tender response format (available from www.etenders.gov.mt). ^(Note 2)

(i) Confirmation that the bidder and any sub-contractors (if any) engaged throughout the execution of the contract do not fall under the any of the grounds listed under Part VI of LN352/2016 concerning exclusion grounds including blacklisting through the tender response format.

(ii) Declaration concerning Selection Criteria

(If applicable)

Provide the name/s of subcontractor/s and the relative percentage of works/services/supplies to be subcontracted. This information is to be submitted online through the tender response format. ^(Note 2)

It is being understood that if the information being requested regarding sub-contracting is left empty, it will be assumed that no sub-contracting will take place (0% subcontracting).

(C) Specifications

(i) Tenderer's Technical Offer in response to specifications to be submitted online through the prescribed Tender Response Format and by using the Tender Preparation Tool provided. ^(Note 3)

(D) Financial Offer

(i) A financial offer calculated on the basis of **Delivered Duty Paid (DDP)** ²⁰¹⁰ **(Grand Total)** for the services tendered as per Tender Response Format [inclusive of programme/ final report services as applicable]. ^(Note 3)

(ii) A filled-in Financial Bid Form (as per document available to download online from www.etenders.gov.mt) as per Tender Response Format. ^(Note 3)

In case of any discrepancy between the information provided in the Financial Bid Form and the grand total in the tender response format (xml tender structure), the latter shall prevail. This condition shall not apply to the financial bid forms constituting of a Bill of Quantities (BoQ) or financial bid forms where the total can be arithmetically worked out and corrected, as necessary and when applicable.

Notes to Clause 5:

1. *Not applicable for departmental tenders.*

2. *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.*

All Rectifications are free of charge.

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

Requests for Clarifications and/or Rectifications concerning a previous request dealing with the same shortcoming shall not be entertained.

6. Criteria for Award

- 6.1 The contract will be awarded to the tenderer submitting the offer with the Best Price Quality Ratio (BPQR) in accordance with the below.

The BPQR is established by weighing technical quality against price on a 60/40 basis respectively. This is done by multiplying;

- the technical scores awarded to the offers by 0.60
- the financial scores awarded to the offers by 0.40

Tenderers must achieve an average technical score of 60. The average technical score is arrived at by adding the individual weighted scores of each evaluator divided by the number of evaluators. Those tenderers that do not obtain the minimum set average technical score will be eliminated.

Sections	Evaluation Criteria	Sub criteria	Link with Terms of reference	Score
RATIONALE 30 max	Illustration of the Programme and Accreditation/ Recognised	<p>A write-up of approximately 300 words is to be provided illustrating:</p> <ol style="list-style-type: none"> Understanding of the process of alternative dispute resolution (5 marks max). High level programme structure and relevance to ADR process (5 marks max). <p>Additional 5 marks will be given to those modules that are already accredited/ recognized Award at the Malta/ European Qualifications Framework Level 5 (or equivalent), at the time of submission. In case the programme is accredited/ recognised at the European Qualification Framework but not Malta Qualifications Framework, bidders shall have already submitted an application with MQRIC (5 marks)</p> <p>Additional 10 marks will be given to those modules that are already accredited/ recognized Certificate at Malta/ European Qualifications Framework Level 5 (or equivalent), at the time of submission. In case the programme is accredited/ recognised at the European Qualification Framework but not Malta Qualifications Framework, bidders shall have already submitted an application with MQRIC (10 marks)</p>	2.2	20

	Rationale of Project	<p>A write-up of approximately 200 words is to be provided illustrating the understanding of the rationale of the requirements as stipulated in the terms of reference. The marks shall be allotted in line with the understanding on the following aspects:</p> <p>a) to facilitate the Malta Competition and Consumer Affairs Authority's (MCCAA) ability to further facilitate consumers' redress through internal capacity building and improved processes, and by improving their online alternative dispute resolution (ADR) mechanism (5 marks max)</p> <p>b) to support implementation of the grant by providing targeted programme to officials, employees and experts related to the process on ADR and related EU legislation. The aim is to enable better consumers' means of redress through effective and efficient ADR (5 marks max)</p>	1.5 and 1.6	10
RISKS AND ASSUMPTIONS AFFECTING THE	Risk	Analysis of risks listed in the TORs (Article 3) in a write-up of approximately 200 words; (3 points)	3.2	5

EXECUTION OF THE CONTRACT 5 marks max		<p>The identification of acceptable approaches and proposed mitigation measures in light of these risks in a write-up of approximately 200 words. (2 points)</p> <p>(Refer to Article 3 of the Terms of Reference for further details)</p>		
STRATEGY AND TIMETABLE OF THE ACTIVITIES 5 marks max	Timetable	<p>A Gantt chart/ time table showing:</p> <ul style="list-style-type: none"> - the timing (2 marks) - sequence (2 marks) and - duration of all activities (1 mark) 	4.3.4	5
TARGET AUDIENCE 10 marks max	Target audience	<p>A write-up of approximately 200 words providing information on the strategy to ensure appropriateness of the programme methodology for the mix of target audience, taking into consideration that they will be primarily as one cohort. The marks shall be allotted in line with the following - depending on the methodology proposed vis a vis:</p> <p>a) The main aim of the course which targets an audience composed mainly of employees of the MCCA with experience in handling consumer complaints through conciliation procedures, lawyers specialising in the field of consumer legislation or other legislation where MCCA can be the residual ADR, and other officials and managers wanting to learn about ADR processes due to their involvement in the various remits of the MCCA. (5 marks)</p> <p>b) The bidder shall take into consideration the mix of skills and qualifications of participants and shall also take into consideration that some officers do not have an academic background. (5 marks)</p>	4.1.3	10
	Proposed 'Programme' / 'Syllabus and	A write-up of approximately 300 words on the 'Programme' illustrating the below 'knowledge, skills and competences'/'	4.2	13

<p>PROGRAMME</p> <p>E</p> <p>40 marks max</p>	<p>Learning Outcomes</p>	<p>‘proposed syllabus and learning outcomes’.</p> <p>The marks allotment shall be as follows:</p> <ul style="list-style-type: none"> • Introduction to different kinds of alternative dispute resolution mechanisms and the different kinds of outcomes from diverse ADR procedures and methods (1 mark max). • Preparing the parties for the ADR process and what is expected from the process (1 mark max). • Notions of independence, impartiality and how to maintain confidentiality during the ADR process and how these notions are to be assessed and maintained for the whole duration of the process (1 mark max). • Negotiation strategies and skills to avoid common mistakes (1 mark max). • Conducting the ADR session: recognising issues and problems in the various stages of the process, leading the parties, reframing arguments, minuting and summarising the ADR session (1 mark max). • Applying the relevant legislation to the issue at hand (1 mark max). • Conducting research with the aim of formulating a reasoned opinion on the issue at hand (1 mark max). • Writing the final settlement agreement/report (1 mark max). • Providing examples of best practices in ADR processes in the different EU Member States (1 mark max). • Define what is ADR and its benefits whilst also identifying the differences between the various ADR processes (1 mark max). • Identify what makes an ADR procedure different from a conciliation procedure (1 mark max). • Explain the important aspects of the process to the parties involved whilst identifying crucial issues pertaining to the dispute during the process (1 mark max). • Summarise and evaluate the process in a comprehensive report and explain the implications of the outcome of the 	
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		ADR process on the parties involved in the dispute resolution process (1 mark max).		
	Learning approach	<p>A report (Approx. 200 words) describing the strategy to be used in order to maximize class engagement/ hands on programme, including any time over and above the 15% of the total time of the contact hours. (5 marks).</p> <p>A list of case studies to be utilised during the programme. Refer for the last point of 4.2.b(d) of the terms of reference (1 mark per case, max 5 marks).</p>	4.2.b (d)	10
	Learning material	<p>Provision of Model Presentations and handouts of the programme</p> <p>(i) Lecture notes (2 points)</p> <p>(ii) Group work (2 points)</p> <p>(iii) Role Play and video replays (2 points)</p> <p>(iv) Videos (1 point)</p>	4.2.b(d)	7
	Assessment method	A report of Approx. 200 words on the type of assessment to be given to students (5 marks max) and how students will be supported (5 marks max).	4.2.c	10
PERSONNEL AND KEY EXPERTS 10 marks max	Key Expert(s)	<p>Proof of qualifications and courses in the area:</p> <p>Key Expert (Trainer(s)/ Facilitator(s)):</p> <ul style="list-style-type: none"> EQF/ MQF Level 6 (or equivalent) in the area of law and/ or negotiation and/ or alternative dispute resolution and/ or mediation and/or other areas which may deem to be pertinent to these. [1 mark for EQF/ MQF level 6 (or equivalent), 3 marks for EQF/ MQF Level 7 (or equivalent), 5 marks for MQF Level 8 (or equivalent)] Extra marks shall be allotted if the key expert (s) received certificates of attendance or recognised training in other courses in the area of complaints or disputes resolution between consumers and traders in line with the ADR legislation (1 mark per course up to 5 marks) 	6.1.b	10
Total criteria				

SECTION 2 - 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 may be indicated afterwards.

Article 2: Notices and Written Communications

- 2.4 Head of Finance
Mizzi House, National Road
Blata l-Bajda HMR9010
- Tel: 23952000
E-mail address: procurement.mccaa@mccaa.org.mt

Article 5: Supply of Information

- 5.1 As per General Conditions.

Article 6: Assistance with Local Regulations

- 6.1 Further to the provisions of the General Conditions, the contractor shall be fully responsible to obtain recognition/ accreditation by the Malta Qualifications Recognition Information Centre (MQRIC)/ National Commission for Higher Education for the Malta Qualification Framework Level 5 Award or Certificate or Proof of Malta Qualification Framework Level 5 recognition. The recognition/ accreditation shall be obtained within six months from the order to start service.

Article 7: General Obligations

- 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.

Economic Operators have the possibility to provide the Contracting Authority with a Single Bond covering the performance guarantees for all the contracts with the same Contracting Authority. If an additional contract is awarded to a given contractor, which results in an economic operator's current cumulative contracts value to go beyond the contract value range currently covered by the Single Bond, the contractor is to be requested to; either submit a separate Performance Guarantee for the additional contract; or else submit a new Single Bond to cover the new total contracts value or submit an amendment to the original Single Bond specifying the new amount. If an Economic Operator chooses to make use of the Single Bond, he must submit a letter from the respective Contracting Authority specifying that the amount of the Single Bond covers the new Contract, otherwise the new Contract Agreement would not be signed.

- 7.15 The performance Guarantee shall be released 30 days from settlement of the final invoice, subject to submission and approval of the final report by the Malta Competition and Consumer Affairs Authority.

Article 13: Medical, Insurance and Security Arrangements

- 13.3 As per General Conditions.

Article 14: Intellectual and Industrial Property Rights

- 14.3 As per General Conditions

Article 15: Scope of the Services

- 15.1 The scope of the services is defined in Section 3 (Terms of Reference).

Article 16: Personnel and Equipment

- 16.1 As per General Conditions and as defined in Section 3, Article 6 (Terms of Reference).

Article 18: Execution of the Contract

- 18.1 The contract shall commence from the order to start service.

- 18.2 The period of execution shall be nine (9) months from the order to start service.

Article 19: Delays in Execution

- 19.2 If the Contractor does not perform the services in accordance to the contract, the Contracting Authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to liquidated damages for every day, or part thereof, which shall elapse between the end of period within which would have been required to execute his/her duty and the date of actual execution. The penalty payable will be of €100 (Hundred Euro) per day up to the maximum percentage of 15% of the total contract value. In case MQRIC / NCFHE does not recognise or accredit the programme at Malta Qualification Framework Level 5 within the timeframe stipulated by MCCA, the contractor shall also be subject to financial penalties representing 10% of the total value of the contract.

Should the maximum penalty be met, Article 19.3 of the General Conditions will come into force.

Article 20: Modification of the Contract

Not applicable

Article 24: Final Progress Reports

- 24.1 A final report shall be submitted in word and pdf format within 30 days from the completion of the service.

Article 26: Payments and Interest on Late Payment

- 26.1 This is a global-price contract.

Narrative	Percentage (%)
Pre financing	40 % of the value of the contact within fifteen working days of the contact signature. Pre-financing guarantee shall be retained until it is fully released upon the project completion i.e. 30 days from the submission and approval of the final progress report and final invoice.
Interim Payment	20 % of the value of the contact at the end of step 4.2.a of the terms of reference.
Balance	A Balance of 40% shall be paid within 30 days of the approval by the Contracting Authority. A final progress report shall accompany the final invoice. Such approval or rejection may not be delayed by more than 30 days.
TOTAL	100%

- 26.2 As per General Conditions.

Article 27: Pre-Financing Guarantee

- 27.2 As per General Conditions
- 27.5 Pre-financing guarantee shall be retained until it is fully released upon the project completion i.e. 30 days from the submission and approval of the final progress report and final invoice.

Article 30: Revision of Prices

As per General Conditions.

Article 32: Breach of Contract

- 32.5 In case of breach of contract which impact on the final grant amount of the EU funding, the contracting authority will be entitled to recovery of damages up to the full value of the contract.

Article 39: Further Additional Clauses

Not applicable.

SECTION 3 –TERMS OF REFERENCE (Note 3)

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

1. Background Information

1.1 - Beneficiary Country

Malta.

1.2 - Central Government Authority

Department of Contracts.

1.3 - Contracting Authority

Malta Competition and Consumer Affairs Authority

1.4 - Relevant Country Background

N/A

1.5 - Current State of Affairs in the Relevant Sector

In Malta the Complaints and Conciliation Directorate within the Office for Consumer Affairs handles complaints and acts as the residual ADR entity in cases where there are no sector specific Alternative Dispute Resolution (ADR) entities. This ensures that Maltese consumers have full ADR coverage and thus access to out-of-court settlement, regardless the nature of their purchase and regardless from where the purchase was made

1.6 - Related Programmes and Donor Activities

The Malta Competition and Consumer Affairs Authority (MCCAA) has been awarded a grant for the action entitled 'Effective Redress through Alternative Dispute Resolution – ERADR'. The aim of the project is to facilitate the Malta Competition and Consumer Affairs Authority's (MCCAA) ability to further facilitate consumers' redress through internal capacity building and improved processes, and by improving their online alternative dispute resolution (ADR) mechanism.

2. Contract Objectives and Expected Results

2.1 - Overall Objectives

To support implementation of Work Package 3 of the grant 'Effective Redress through Alternative Dispute Resolution – ERADR' by providing targeted programme to officials, employees and experts related to the process on ADR and related EU legislation. The aim is to enable better consumers' means of redress through effective and efficient ADR.

2.2 - Specific Objectives

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

- To deliver a programme to a minimum of 15 employees, officers and experts involved in the ADR process related to the process on ADR and related EU legislation. Additional marks will be allocated if the programme leads to an Award or Certificate recognised/ accredited in line with the Malta Qualification Framework (MQF) Level 5. The programme shall have a minimum of 25 contact hours. Non accredited training may also be considered though preference will be to recognised / accredited programmes. A write-up of approximately 300 words is to be provided illustrating the understanding of the process of alternative dispute resolution and a high-level programme structure and relevance to ADR process. A write-up of approximately 200 words shall also be provided illustrating the understanding of the rationale of the requirements as stipulated in the terms of reference. The below document refers to aid bidders understanding the difference between Certificate and Award:
<https://ncfhe.gov.mt/en/resources/Documents/Publications/The%20Malta%20Qualifications%20Framework/The%20Malta%20Qualifications%20Framework.pdf>

2.3 - Results to be achieved by the Consultant

1. To deliver a programme to a minimum of 15 employees, officers and experts involved in the ADR process related to the process on ADR and related EU legislation. Additional marks will be allocated if the programme leads to an Award or Certificate recognised/ accredited in line with the Malta Qualification Framework (MQF) Level 5., p

3. Assumptions and Risks

3.1 - Assumptions Underlying the Project Intervention

- a) The number of participants may be increased or decreased by the MCCA, and this shall not affect the price submitted by the bidder in view that the number of participants will depend on the changing circumstances. It is not envisaged that the number of participants exceeds 25

- b) Any hiring of course leaders, trainers and specialized experts to deliver the Programme shall be at the cost of the contractor. Bidder should declare the intention to sub-contract works, of part thereof, during the tender process.
- c) Any costs related to accommodation, meal expenses, subsistence, flights and related costs for key experts engaged are to be borne by the contractor.
- d) The contractor shall present a copy of the acknowledgement receipt issued by the Malta Qualifications Recognition Information Centre (MQRIC)/ National Commission for Higher Education (NCFHE) with the bid submission. In case MQRIC / NCFHE does not recognize/ accredit the programme at Malta Qualification Framework Level 5 within the timeframe stipulated by MCCA, the contractor shall also be subject to financial penalties representing 10% of the total value of the contract in line with Article 10.2.
- e) The contractor must ensure that the Programme is delivered as planned and within the stipulated deadline. The contractor may be required to refund to MCCA any funds which are not granted by the Consumers, Health, Agriculture and Food Executive Agency (CHAFAEA) or the European Commission in case of delays which result in loss of funding for the MCCA.
- f) If the trainer engaged by the contractor and presented in the bid is not available on the dates scheduled, terminates his/ her agreement/ contract with the contractor, the contractor shall provide a suitable trainer with same or equivalent similar knowledge and qualifications.

3.2 – Risks

The contractor shall also take into consideration the below non-exhaustive list of risk and should provide any mitigating measure in this regard. The contractor is expected to:

- Take into account the risks, especially in terms of timing and scope, particularly given the COVID-19 pandemic;
- Ensure adherence to proposed programme plan and deadlines;
- Ensure availability of experts for the duration of the contract, taking into consideration potential illnesses and other considerations;
- Propose contingency plans if required;
- Any other limitation identified by the contractor as requested under the section covering the terms of reference.

A report of approximately 200 words presenting an analysis of risks listed in the TORs shall be presented. The identification of acceptable approaches and proposed mitigation measures in light of these risks in a write-up of approximately 200 words.

4. Scope of the Work

4.1 – General

4.1.1 *Project Description*
Refer to section 4.2.

4.1.2 *Geographical Area to be covered is Malta*

4.1.3 *Target Groups*

- a) The aim is that this course targets an audience composed mainly of employees of the MCCAА with experience in handling consumer complaints through conciliation procedures, lawyers specialising in the field of consumer legislation or other legislation where MCCAА can be the residual ADR, and other officials and managers wanting to learn about ADR processes due to their involvement in the various remits of the MCCAА.
- b) The contractor shall take into consideration the mix of skills and qualifications of participants and shall also take into consideration that some officers do not have an academic background.
- c) A write-up of approximately 200 words providing information on the strategy to ensure appropriateness of the programme methodology for the mix of target audience, taking into consideration that they will be primarily as one cohort is to be provided at tendering stage.

4.2 - Specific Activities

- a) **Planning** - During phase one, the contractor shall provide to the MCCAА within six weeks of the contract award:
 - Finalised learning outcomes and syllabus in line with these terms of reference;
 - Proposed dates and timetable for the Programme;
 - Confirmation that Programme is to be held at MCCAА or relevant details in line with 5.1.
 - Provide evidence of recognition/accreditation that the programme is accredited/recognised (if applicable).
- b) **Implementation** - During phase two, the contractor shall implement the Programme taking into consideration feedback by the MCCAА during phase 1. The course shall include contact hours and may also include an element of online learning.
 - a) Syllabus - Areas which may be covered during the Programme are available hereunder. Syllabus is not being necessarily understood within the legal regimes governed by the National Commission for Higher Education/ Malta Qualifications Recognition Information Centre, but according to the definition that MCCAА is applying to communicate the indicative needs. This is in view that syllabus and learning outcomes are being used interchangeably with knowledge, skills and competencies. The contractor may also propose other relevant areas for consideration of the MCCAА.

- Introduction to different kinds of alternative dispute resolution mechanisms and the different kinds of outcomes from diverse ADR procedures and methods.
 - Preparing the parties for the ADR process and what is expected from the process.
 - Notions of independence, impartiality and how to maintain confidentiality during the ADR process and how these notions are to be assessed and maintained for the whole duration of the process.
 - Negotiation strategies and skills to avoid common mistakes.
 - Conducting the ADR session: recognising issues and problems in the various stages of the process, leading the parties, reframing arguments, minuting and summarising the ADR session.
 - Applying the relevant legislation to the issue at hand.
 - Conducting research with the aim of formulating a reasoned opinion on the issue at hand.
 - Writing the final settlement agreement/report.
 - Providing case studies and examples of best practices in ADR processes in the different EU Member States.
- b) Learning outcomes - Learning outcomes which may be covered during the Programme are available hereunder. The contractor may also propose other relevant learning outcomes for consideration of the MCCA. Learning outcomes is not being understood within the legal regimes governed by the National Commission for Higher Education/ Malta Qualifications Recognition Information Centre, but according to the definition that MCCA is applying is applying to communicate the indicative needs. After following the Programme, participants should be able to:
- Define what is ADR and its benefits whilst also identifying the differences between the various ADR processes;
 - Identify what makes an ADR procedure different from a conciliation procedure;
 - Explain the important aspects of the process to the parties involved whilst identifying crucial issues pertaining to the dispute during the process;
 - Summarise and evaluate the process in a comprehensive report and explain the implications of the outcome of the ADR process on the parties involved in the dispute resolution process;
- c) Contact hours - The programme shall include a minimum of 25 contact hours and assessment. In case the number of contact hours exceeds 40 hours, this shall be clearly indicated at bidding stage. The contact hours shall be in the English language.
- d) Learning approach - It is required that a minimum of 15% of the programme should be hands on programme, in that participants are given the opportunity to participate in an ADR process, through a case study leading to an outcome of the process in the form of a report. The hands-on approach should not exceed 50% of the programme and shall include group work, role play and video replays and videos.
- e) Learning material - The implementation shall include provision of handouts and visual aids (power point or equivalent) to all participants. The documentation to trainers may be provided in hard copy or soft copy on a USB. The visual aids shall

be in the English Language, well designed, clear and include the necessary references to literature/ law, when relevant.

- c) **Assessment** - During phase three, participants should work on the assessment whilst the contractor shall provide the necessary support on an individual and group basis, as required. The participants assessments shall be graded by the contractor and results shall be communicated to the participants. A report of approx. 200 words on the type of assessment to be given to students and how students will be supported shall be submitted at bidding stage.
- d) **Reporting** - During phase four, a report shall be provided to MCCA A with the last invoice. The report shall be in line with section 7 of the terms of reference and article 24.1 of the special conditions.

4.3 - Project Management

4.3.1 *Responsible Body*

Malta Competition and Consumer Affairs Authority.

4.3.2 *Management Structure*

This Grant is managed by a Project Management Team (PMT), which was set up specifically to oversee the management and implementation process of this initiative. Therefore, the proposed project will fit within the operations of the MCCA A by being carried out through the set up PMT.

As a general overview, the PMT is responsible for the following actions:

1. Overseeing all aspects related to the implementation of the project; 2. Take decisions related to the management, administration and implementation of the initiative; 3. Making sure that time-frames are being respected; and 4. Prepare and submit the necessary reports relating to the project.

Although the PMT will be set up specifically to manage this project, the members of this team already have experience when it comes to implementing similar initiatives.

The key staff complement necessary to implement this project will consist of the MCCA A's employees. Therefore, the management and implementation of this project will be in the hands of existing staff within the MCCA A and no new staff will be recruited to provide support for the project's implementation.

The Project Leader is tasked with ensuring that project aims and objectives are achieved. The PL ensures that all deadlines are respected and liaises directly with the European Commission on any matters related to the project. The PL is responsible to that all rules related to procurement are respected. Lastly, the PL is responsible for organising the PMT meetings.

The Project Manager (PM) is tasked to oversee the implementation of the project by managing the resources available in the most effective manner and delegating duties according to the needs of the project and as approved by the Project Management Team. Moreover, the PM is also tasked to communicate with other stakeholders involved in the

project to ensure effective project management and that deliverables are produced according to the agreed requirements.

The Project Coordinator is tasked with implementation of the day-to-day operations of the project as directed by the Project Manager. The Project Coordinator is also responsible to take minutes within the project management team meetings.

The Work Package Coordinator for this contract is tasked with implementation of the day-to-day operations of Work Package 2; coordinating between the different stakeholders, supplying information and resources required to implement the different activities within the work package. The Coordinator is also the Director responsible for the ADR process.

The project team works within the Human Resources Director, The Finance Director and the Senior Manager responsible for quality to ensure smooth implementation of this project.

4.3.3 *Facilities to be provided by the Contracting Authority and/or other parties*

In case the Programme is not held at MCCA, the contractor shall bear any cost associated with, conference facilities. In such case, the venue shall be approved by the MCCA. In case the programme will not be held at MCCA, a description of the venue used for the programme including size, amenities, accessibility in terms of location, facilities, standard audio/visual equipment required for the delivery of the programme shall be provided.

4.3.4 *Organisation*

A Gantt chart/ timetable showing the below based on this document shall be presented by the bidder at tendering stage:

- the timing,
- sequence and
- duration of all activities

5. Logistics and Timing

5.1 - Location

- a) The Programme shall be ideally held at the Malta Competition and Consumer Affairs Authority Head Office in Blata l-Bajda, unless otherwise approved by the MCCA. In case the Programme is not held at MCCA, the contractor shall bear any cost associated with the conference facilities.. In such case, the venue shall be approved by the MCCA. In case the programme will not be held at MCCA, a description of the venue used for the programme including size, amenities, accessibility in terms of location, facilities, standard audio/visual equipment required for the delivery of the programme shall be provided.
- b) The Programme shall be held during the working hours of the MCCA from 09:00 to 17:00.

5.2 - Commencement Date & Period of Execution

The contract shall commence from the order to start service. The period of execution shall be nine (9) months from the order to start service.

6. Requirements

6.1 - Personnel and Key Experts

The contractor shall select and hire other experts as required according to the profiles identified in these Terms of Reference.

All experts must be independent and free from conflicts of interest in the responsibilities accorded to them.

The selection procedures used by the contractor to select these other experts shall be transparent, and shall be based on pre-defined criteria, including professional qualifications and language skills. The findings of the selection panel shall be recorded. The selection of experts shall be subject to approval by the Contracting Authority.

The following are the minimum requirements for the key experts:

a) Key Expert(s) - Trainer(s)/ Facilitator(s)

Skills:

- Be proficient in the English Language (both written and spoken)
- Have the skills to make the Programme interactive
- Have a demonstrated knowledge with clear evidence on ADR and relevant EU legislation.

Role:

- Responsibility to design (if applicable), implement the programme and assess the participants.
- Contribute to the delivery of the report as identified in section 7 of the terms of reference.
- Ensure the required coordination on behalf of the contractor;
- Be available to discuss with the MCAA on any issue related to the contract as well as to decide on behalf of the contractor;
- Avoid any cancellation and/ or delays due to any risk.
- Ensure delivery of the report as identified in section 7 of the terms of reference.

Qualification and Courses:

- EQF/ MQF Level 6 (or equivalent) in the area of law and/ or negotiation and/ or alternative dispute resolution and/ or mediation and/or other areas which may deem to be pertinent to these.
- Preferably attended courses in the area of complaints or disputes resolution between consumers and traders in line with the ADR legislation.
- The Contracting Authority may request evidence on the proficiency of the English Language. Should the evidence provided not be up to the expectation of the MCCA, a change in key expert may be requested and the contractor shall change the expert without delay, failure of which may result in termination of the contract.

6.2 – Accommodation

A desk in an open plan environment for the programme coordinator working on the contract may be provided at MCCA for the duration of the contact hours of the programme. Any costs related to accommodation, meal expenses, subsistence, flights and related costs for key experts engaged are to be borne by the contractor.

6.3 - Facilities to be provided by the Contactor

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.

The contractor shall provide handouts and visual aids (power point or equivalent) to all participants. The documentation to trainees may be provided in hard copy or soft copy on a USB. The visual aids shall be in the English Language, well designed, clear and include the necessary references to literature/ law, when relevant.

6.4 – Equipment

No equipment is to be purchased on behalf of the Contracting Authority/beneficiary country as part of this service contract or transferred to the Contracting Authority/beneficiary country at the end of this contract. Any equipment related to this contract which is to be acquired by the beneficiary country must be purchased by means of a separate supply tender procedure.

7. Reports

7.1 - Reporting Requirements

(Please refer/peg to Article 26 of the Special/General Conditions).

There must be a final progress report and final invoice at the end of the period of execution. The draft final progress report must be submitted at least one month before the end of the period of execution of the contract. Note that the final progress report is additional to any required in Section 4.2 of these Terms of Reference.

The report shall be approximately three to five pages and shall include:

- Summary of course evaluation (template to be provided by MCCA)
- Summary of participants results in the assessment.
- Recommendations for further programme/s.

7.2 - Submission & Approval of Progress Reports

One copy of the progress reports referred to above must be submitted to the Project Manager identified in the contract. The progress reports must be written in English. The Project Leader is responsible for approving the progress reports.

8. Monitoring and Evaluation

8.1 - Definition of Indicators

Participants who meet the requirements of the course shall be granted a certificate or award at MQF level 5. In case the course is not recognized/ accredited within the framework of the National Commission for Higher Education/ Malta Qualifications Recognition Information Centre, a certificate of attendance shall be presented to a minimum of 15 participants.

8.2 - Special Requirements

Not applicable

SECTION 4 - SUPPLEMENTARY DOCUMENTATION

4.1 - Draft Contract Form

4.2 - Glossary

4.3 - Specimen Performance Guarantee

These are available to view and download from the 'Resources Section' at: www.etenders.gov.mt

4.4 - General Conditions of Contract

The full set of General Conditions for Services Contracts (Version 4) 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.

4.8 - General Rules Governing Tendering

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).