



REFERENCE

[LADDER 006]

NUMBER:

# REQUEST FOR TENDERS - SOFTWARE - MEMBER MANAGEMENT SYSTEM

The project is part-financed by the European Union in accordance with the rules of the European Social fund 2014 – 2020, Operational Programme II

- No Bid Bond is requested for this tender.

Date Published:

19<sup>th</sup> September 2021

Deadline for Submission:

6<sup>th</sup> October 2021

At 12:00pm CET/CEST

Tender Opening:

6<sup>th</sup> October 2021

At 12:00pm CET/CEST

## Malta Chamber of SMEs

Contact details (43/45, Kapuccini Street, Floriana, FRN 1052, t: 21232881)



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 Funds; 20% National Funds



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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 depositing it in the tender box, located at *43/45, Kapuccini Street, Floriana*. 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.**

- 1.2 The subject of this tender is the provision and supply of a Client Relationship Management (CRM) System which is able to handle the needs of the organisation which are further highlighted in the technical specifications. The aim is to have an integrated solution that can collaborate and enhance the performance of the organisation thus strengthening social dialogue in Malta. The system should (amongst others) achieve;

1.A Membership Management system that allows to have a full visibility of all the data; be able to create any queries and be flexible to analyse the data in any form.

2.A Membership Management system that allows the full visibility of all the interactions with the member and non-member.

3. Having the facility to manage and maintain cases, follow-up and track and able to monitor the status of each case.

4. Having a dynamic reporting tool with multiple criteria.

- 1.3 The place of acceptance of the services/supplies/works shall be at Malta Chamber of SMEs, 43/45, Kapuccini Street, Floriana, the time-limits for the execution of the contract shall be 11 months, and the INCOTERM<sup>2020</sup> 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 *Malta Chamber of SMEs*.
- 1.7 This tender is not a reserved contract.

## 2. Timetable

2.	DATE	TIME
Clarification Meeting (Refer to Clause 6.1)	28 <sup>th</sup> September 2021	11:00
Deadline for request for any additional information from the Malta Chamber of SMEs  Clarification requests should be addressed to: <a href="mailto:admin@smechamber.mt">admin@smechamber.mt</a>	23 <sup>rd</sup> September 2021	12:00
Last date on which additional information can be issued by the Malta Chamber of SMEs	29 <sup>th</sup> September 2021	17:00
Deadline for submission of tenders/Tender opening session	6 <sup>th</sup> October 2021	12:00

(unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering for NGOs)		
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\* 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 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 part-financed by the European Union in accordance with the rules of the European Social fund 2014 – 2020, Operational Programme II
- 5.2 The Contracting Authority of this tender is *Malta Chamber of SMEs*

### ***6. Clarification Meeting/Site Visit***

- 6.1 A clarification meeting will be held on the date and time indicated in Clause 2, at Malta Chamber of SMEs, 43/45, Kapuccini Street, Floriana to answer any questions on the tender document which have been forwarded in writing, or are raised during the same meeting. Minutes will be taken during the meeting, and these (together with any clarifications in response to written requests which are not addressed during the meeting) shall be posted online on the NGOs website as a clarification note as per the General Rules Governing Tendering for NGOs.

Meetings between economic operators and the NGO, other than that provided in this clause during the tendering period are not permitted.

## ***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 Eligibility Section and the necessary documents as follows: <sup>(Note2)</sup>

- (i) No Bid Bond is required. <sup>(Note 1)</sup>
- (ii) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment by completing and submitting the form with title Statement on Conditions of Employment.
- (iii) 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. <sup>(Note 2)</sup>
- (iv) Power of Attorney (if applicable) <sup>(Note 2)</sup>
- (v) Information re Joint Venture/Consortium (if applicable) <sup>(Note 2)</sup>

(B) Exclusion (including Blacklisting) and Selection Criteria – information to be submitted through the completion of the following declaration form:

- (i) Declaration concerning exclusion grounds
- (ii) Declaration concerning *Selection Criteria*

### **(C) Technical Specifications**

- (i) Tenderer's Technical Offer in response to specifications. <sup>(Note 3)</sup>

**Key Experts Form; the Statement of Availability Form; the Self-declaration form for Key Experts (relating to public employees); and CVs** <sup>(Note 2)</sup>

Tenderer's Technical Offer (Organization and Methodology) (Note <sup>3</sup>)

- Tenderer's Technical Specifications Conformity Form** – The bidder is to submit this form together with other requested forms as part of this application, confirming conformity with the requested criteria and requirements.
- (ii)
- (iii) The Key Experts eligible for consideration to provide inspection and/ or verification services in relation to this tender must as a **minimum provide evidence of the below:**

Key expert/s need to present the and at a minimum have the following: <sup>(Note 2)</sup>

**1. Key expert 1 – Project Manager**

- The Project Manager must have a minimum MQF Level 6 in IT / Business related field or equivalent. **Evidence to be provided.**
- A copy of the CV of the Key Expert/s who will carry out the work, highlighting their educational and professional qualifications, capabilities and background must be submitted.

**2. Key expert 2 – Application Analyst**

- The Application Analyst must have a minimum MQF Level 5 in IT / Computing related field or equivalent. **Evidence to be provided.**
- A copy of the CV of the Key Expert/s who will carry out the work, highlighting their educational and professional qualifications, capabilities and background must be submitted.

**3. Key expert 3 – Application Developer and QA tester**



- The Application Developer and QA tester must have a minimum MQF Level 5 in Software Development related field or equivalent. **Evidence to be provided.**
- A copy of the CV of the Key Expert/s who will carry out the work, highlighting their educational and professional qualifications, capabilities and background must be submitted.

The Evaluation Committee reserves the right to request the tenderers to substantiate their claims in respect to the staff proposed by requesting Documentation during the evaluation stage. If requested, the Documentation must be submitted within ten (10) working days of being notified to do so. If Documentation is not submitted within the specified timeframe the offer will not be considered further.

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

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

#### (D) Financial Offer

- (i) The Tender Form and Tenderer's Declaration are to be completed and submitted with the offer; <sup>(Note 3)</sup>

- (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)<sup>2020</sup> (Grand Total)** for the **services** tendered. [inclusive of support and training as applicable] <sup>(Note 3)</sup>

#### 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.*

#### 8.1 8. Tender Guarantee (Bid bond)

No tender guarantee (bid bond) is required.

### ***9. Criteria for Award***

#### 9.1 The contract will be awarded to the tenderer submitting the offer with the E Price/Quality Ratio (BPQR) in accordance with the below.

Each technical offer will be evaluated in accordance with the award criteria the associated weighting as detailed in the evaluation grid of this ten document (Article 9.3). No other award criteria will be used. The award crit will be examined in accordance with the requirements as indicated in Technical Specifications.

The (BPQR) is established by weighing technical quality against price on a This is done by multiplying:

70/30 \* basis respectively.

- the technical scores awarded to the offers by 0.70
- the financial scores awarded to the offers by 0.30

#### 9.2 The evaluation process

At this step of the evaluation process, the Evaluation Committee will analyse the administratively-compliant tenders' technical conformity in

relation to the published Terms of Reference/Technical Specifications (Section 4).

When evaluating technical offers, each evaluator awards for each criterion/sub-criterion a score out of a maximum of 100 in accordance with the technical criteria and any sub-criteria as outlined in the evaluation grid. The score given to the criterion/ sub criterion (out of 100) will be multiplied by the weighting indicated against each criterion/ sub criterion.

If thresholds are set for each/any of the criteria/ sub criteria by setting a value out of 100. Those offers that do not obtain the set threshold for the individual criterion/ sub criterion will be eliminated

Tenderers must achieve an average technical score of 35%. 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.

The offer achieving the highest technical score will be awarded 100% of the technical weight. The other offers will be awarded scores in proportion to the offer with the highest technical score as per below formula;

$$\text{Technical score} = \frac{\text{Average Technical Score of the Respective Offer}}{\text{Highest average Technical Score}} \times \text{Technical Weight}$$

The financial offers for tenders which were not eliminated during the technical evaluation (i.e., those which have achieved an average technical score of 35% or more and/or those which have achieved the set threshold for individual criterion/ sub criterion) will be evaluated. The Evaluation Committee will also check that the financial offers contain no arithmetical errors.

The offer with the lowest price will be awarded 100% of the financial weight. The other offers will be awarded scores in proportion to the offer with the lowest price as per below formula;

$$\text{Financial score} = \frac{\text{Lowest Priced Offer}}{\text{Financial Offer of the Tender Being Considered}} \times \text{Financial Weight}$$

The BPQR will be awarded to the offer that has obtained the highest score after adding the respective technical and financial scores as visualized below;

## Overall Best Price Quality Ratio (BPQR) evaluation

Conclusion of tender evaluation under BPQR:

$$\text{Score}_i = \left( \left( \frac{\text{Tech}_i}{\text{Tech}_{\max}} \times W_{\text{Tech}} \right) + \left( \frac{\text{Fin}_{\min}}{\text{Fin}_i} \times W_{\text{Fin}} \right) \right)$$

Where:

- ◆  $\text{Tech}_i$  is the technical score of the supplier
- ◆  $\text{Tech}_{\max}$  is the maximum technical score achieved amongst all suppliers
- ◆  $\text{Fin}_{\min}$  is the minimum financial price offered amongst all suppliers
- ◆  $\text{Fin}_i$  is the financial price of the supplier
- ◆  $W_{\text{Tech}}$  is the weight of the technical envelope
- ◆  $W_{\text{Fin}}$  is the weight of the financial envelope

### 9.3 Evaluation Grid

Criterion / Sub-criterion	Maximum Score Possible	Breakdown of Score (marks)
<b>1. Rationale</b>	<b>15</b>	
<u>Sub-Criterion A –</u>  <b>Understanding of Terms of Reference</b>  Marks will be awarded based on the bidder's clear Understanding of the contract and the execution of each activity as described in the Terms of Reference.	5	
<u>Sub-Criterion B –</u>  <b>Assessment of Key Issues</b>  Marks shall be allocated based on the bidder's key issues related to the achievement of the contract objectives and expected	5	5 marks for each criterion will be allocated for the proposal that is deemed 'Exceptional' – meaning that it incorporates all elements mentioned in the ToR and also provides a proposal that by far exceeds the expected results.  2 marks for each criterion will be allocated for the proposal that is deemed 'Good' –

results after the execution of each activity.		meaning that it incorporates all elements mentioned in the ToR but is also deemed as addressing, over and above, the expected results.
<u>Sub-Criterion C –</u>  <b>Risk Analysis and Mitigation</b>  Marks shall be awarded according to the explanation of the risks and assumptions affecting the execution of the contract included in Section 3 of the Terms of Reference. (2 marks)  Marks will also be awarded on the proposed mitigating measures to the identified risks and any additional assumptions and risks which may be identified by the bidder. (3 marks)	5 (total)	1 mark will be allocated for each criterion just meeting the minimum requirements of the ToR.
<b>2. Strategy</b>	<b>30</b>	
<u>Sub-Criterion D -</u>  <b>Implementation Strategy</b>  A detailed overview of the general approach based on the activities highlighted in the Terms of reference and in line with the timeframes as per sections 4.2 and 5.2 of the Terms of Reference (ToR).  A draft plan, including key activities mentioned under section 4.2 of the ToR below is to be submitted with this offer.	15	15 marks will be allocated for the Strategy that is deemed 'Exceptional' – meaning that it incorporates all timeframes and includes the target audience mentioned in the ToR and also provides milestones that exceed by far the expected results.  12 marks will be allocated for the strategy that is deemed 'Good' – and, therefore, meeting all the requirements of the ToR and also goes beyond what is expected.  6 marks will be allocated for each criterion for just meeting the minimum requirements of the ToR.
<u>Sub-Criterion E -</u>		

<p><b>An outline of the approach proposed for contract implementation</b></p> <p>The approach proposed for contract implementation and the description of how resources shall be allocated, including human resources, towards achieving the contract results in a timely and qualitative manner; (5 marks)</p> <p>The explanation of the approach behind the proposed execution of each activity; (5 marks)</p> <p>The explanation of how the proposed approach will render the expected results within the set time-frame. (5 marks)</p>	<p>Max score = 15 marks</p>	<p>5 marks (Maximum total of 15 marks) for each criterion will be allocated for the proposal that is deemed 'Exceptional' – meaning that it incorporates all elements mentioned in the ToR and also provides a proposal that by far exceeds the expected results.</p> <p>4 marks for each criterion will be allocated for the proposal that is deemed 'Good' – meaning that it incorporates all elements mentioned in the ToR but is also deemed as addressing, over and above, the expected results.</p> <p>2 marks will be allocated for each criterion just meeting the minimum requirements of the ToR.</p>
<p><b>3. Time-table of Activities</b></p>	<p><b>10</b></p>	
<p><u>Sub-Criterion F –</u></p> <p><b>Schedule of Activities</b></p> <p>Gantt Chart that illustrates the timing, sequence and duration of the activities, taking into account the requirements and timeframes as per section 4.2.1 and 5.2 of the Terms of Reference (ToR).</p>	<p>10</p>	<p>10 marks will be allocated for the Gantt Chart that is deemed 'Exceptional' – meaning that it incorporates all timeframes mentioned in the ToR and also provides milestones that exceed by far the expected results.</p> <p>7 marks will be allocated for the Gantt Chart that is deemed 'Good' – and, therefore, meeting all the requirements of the ToR and also goes beyond what is expected.</p> <p>5 marks will be allocated for each criterion for just meeting</p>

		the minimum requirements of the ToR.
<b>4. Implementation of the technical specifications</b>	<b>36</b>	
<p><u>Sub-Criteria G –</u></p> <p>The Bidder is required to fill in the <b>Technical Specifications Conformity Form</b> as part of the tender submission, marking Yes or No in each field.</p> <p><b>Modules</b></p> <p><b>GENERIC:</b></p> <p>Marks will be awarded based on the level on the requirements the software provided can provide.</p> <p>Although those listed as 'must have' are to be provided as a minimum requirement, those listed as 'Nice to have' are optional which will however carry additional marks.</p> <p>Those bidders who at a minimum cannot provide those criteria listed as 'Must Have' will be automatically disqualified.</p>	6	<p>6 = Exceptional – Capable of achieving all listed requirements over and above (those listed Nice to Have) the minimum (Must Have)</p> <p>4 = Good – Capable of achieving more than the minimum required (at least capable of achieving 50% of the '<b>Nice to Have</b>' within this Module)</p> <p>2 = Minimum Requirements' – Capable of achieving all criteria's Listed as <b>Must Have</b></p>
<p><b>FINANCE:</b></p> <p>Marks will be awarded based on the level on the requirements the software provided can provide.</p> <p>Although those listed as 'must have' are to be provided as a minimum requirement, those listed as 'Nice to have' are optional</p>	6	<p>6 = Exceptional – Capable of achieving all listed requirements meaning all criteria listed (All Must have + All Nice to Have)</p>

<p>which will however carry additional marks.</p> <p>Those bidders who at a minimum cannot provide those criterias listed as 'Must Have' will be automatically disqualified.</p>		<p>4 = Good – Capable of achieving more than the minimum required (at least capable of achieving 50% of the '<b>Nice to Have</b>' within this Module)</p> <p>2 = Minimum Requirements' – Capable of achieving all criteria's Listed as <b>Must Have</b></p>
<p><b>CRM / MEMBERS / MARKETING:</b></p> <p>Marks will be awarded based on the level on the requirements the software provided can provide.</p> <p>Although those listed as 'must have' are to be provided as a minimum requirement, those listed as 'Nice to have' are optional which will however carry additional marks.</p> <p>Those bidders who at a minimum cannot provide those criteria listed as 'Must Have' will be automatically disqualified.</p>	<p>6</p>	<p>6 = Exceptional – Capable of achieving all listed requirements meaning all criteria listed (All Must have + All Nice to Have)</p> <p>4 = Good – Capable of achieving more than the minimum required (at least capable of achieving 50% of the '<b>Nice to Have</b>' within this Module)</p> <p>2 = Minimum Requirements' – Capable of achieving all criteria's Listed as <b>Must Have</b></p>
<p><b>Surveys:</b></p> <p>Marks will be awarded based on the level on the requirements the software provided can provide.</p> <p>Although those listed as 'must have' are to be provided as a minimum requirement, those listed as 'Nice to have' are optional</p>	<p>6</p>	<p>6 = Exceptional – Capable of achieving all listed requirements meaning all criteria listed (All Must have + All Nice to Have)</p> <p>4 = Good – Capable of achieving more than the minimum required (at least capable of achieving 50% of</p>



<p>which will however carry additional marks.</p> <p>Those bidders who at a minimum cannot provide those criteria listed as 'Must Have' will be automatically disqualified.</p>		<p>the '<b>Nice to Have</b>' within this Module)</p> <p>2 = Minimum Requirements' – Capable of achieving all criteria's Listed as <b>Must Have</b></p>
<p><b>Events:</b></p> <p>Marks will be awarded based on the level on the requirements the software provided can provide.</p> <p>Although those listed as 'must have' are to be provided as a minimum requirement, those listed as 'Nice to have' are optional which will however carry additional marks.</p> <p>Those bidders who at a minimum cannot provide those criteria listed as 'Must Have' will be automatically disqualified.</p>	6	<p>6 = Exceptional – Capable of achieving all listed requirements meaning all criteria listed (All Must have + All Nice to Have)</p> <p>4 = Good – Capable of achieving more than the minimum required (at least capable of achieving 50% of the '<b>Nice to Have</b>' within this Module)</p> <p>2 = Minimum Requirements' – Capable of achieving all criteria's Listed as <b>Must Have</b></p>
<p><b>Procurement:</b></p> <p>Marks will be awarded based on the level on the requirements the software provided can provide.</p> <p>Although those listed as 'must have' are to be provided as a minimum requirement, those listed as 'Nice to have' are optional which will however carry additional marks.</p> <p>Those bidders who at a minimum cannot provide those criteria listed as 'Must</p>	6	<p>6 = Exceptional – Capable of achieving all listed requirements meaning all criterias listed (All Must have + All Nice to Have)</p> <p>4 = Good – Capable of achieving more than the minimum required (at least capable of achieving 50% of the '<b>Nice to Have</b>' within this Module)</p> <p>2 = Minimum Requirements' – Capable of achieving all criteria's Listed as <b>Must Have</b></p>

Have' will be automatically disqualified.		
<p><b>Note:</b> Modules titled:</p> <p><b>Registration and RENEWALS online; and Integrations</b></p> <p>Will not be individually scored since these are basic technical requirements which need to be achieved by the contractor and reflected in the technical specifications' conformity form requested to be completed by the bidder.</p>		
<b>5. Key Experts</b>	<b>9</b>	
<p><u>Sub-Criterion H –</u></p> <p><b>Criteria and Requirements:</b></p> <p><b>Key Expert 1 – Project Manager:</b> Marks shall be allocated based on the bidder's explanation on how the Project Manager will effectively contribute toward the contract taking into account the requirements and responsibilities as outlined under section 6.1.1 of the ToR</p>	<b>3</b>	<p>3 marks will be allocated for the proposal that is deemed 'Exceptional' – meaning that it incorporates all requirements mentioned in the ToR under section 6.1.1 and also provides a proposal that by far exceeds the expected results.</p> <p>2 marks for each criterion will be allocated for the proposal that is deemed 'Good' – meaning that it incorporates all requirements mentioned in the ToR under section 6.1.1 but is also deemed as addressing, over and above, the expected results.</p> <p>1 mark will be allocated for each criterion just meeting the minimum requirements of the ToR under section 6.1.1.</p>
<p><b>Key Expert 2 – Application Analyst:</b> Marks shall be allocated based on the bidder's explanation on how the Application Analyst will effectively contribute</p>		<p>3 marks will be allocated for the proposal that is deemed 'Exceptional' – meaning that it incorporates all requirements mentioned in the ToR under section 6.1.1 and also provides a proposal</p>

toward the contract taking into account the requirements and responsibilities as outlined under section 6.1.1 of the ToR	3	<p>that by far exceeds the expected results.</p> <p>2 marks for each criterion will be allocated for the proposal that is deemed 'Good' – meaning that it incorporates all requirements mentioned in the ToR under section 6.1.1 but is also deemed as addressing, over and above, the expected results.</p> <p>1 mark will be allocated for each criterion just meeting the minimum requirements of the ToR under section 6.1.1.</p>
<b>Key Expert 3 – Application developer and QA tester:</b> Marks shall be allocated based on the bidder's explanation on how the Application Developer and QA Tester will effectively contribute toward the contract taking into account the requirements and responsibilities as outlined under section 6.1.1 of the ToR		<p>3 marks will be allocated for the proposal that is deemed 'Exceptional' – meaning that it incorporates all requirements mentioned in the ToR under section 6.1.1 and also provides a proposal that by far exceeds the expected results.</p> <p>2 marks for each criterion will be allocated for the proposal that is deemed 'Good' – meaning that it incorporates all requirements mentioned in the ToR under section 6.1.1 but is also deemed as addressing, over and above, the expected results.</p> <p>1 mark will be allocated for each criterion just meeting the minimum requirements of the ToR under section 6.1.1.</p>
<b>TOTAL</b>	<b>100</b>	

## 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 Any requests for clarifications and communication relating to the contract between the Contracting Authority and the contractor must state the contract title and the contract reference number and must be sent by post, e mail or by hand to:

Ms. Abigail Mamo  
LADDER Project Leader  
43/45  
Triq Il-Kapuccini  
Floriana

Email: [admin@smechamber.mt](mailto:admin@smechamber.mt)

### **Article 5: Supply of Information**

- 5.1 Further to the provisions of the General Conditions, before provisional acceptance of the supplies, the Contractor shall supply operation and maintenance manuals together with drawings, which shall be in such detail to enable the Contracting Authority to operate, and maintain, the CRM provided. Manuals and drawings to be supplied in the English Language both in digital form and a hard copy is to be also provided. The service shall not be considered completed for the purpose of provisional acceptance until such manuals and drawings have been supplied to the Contracting Authority.

Manuals shall be kept updated if changes to the system are made by the contractor.

#### **Article 6: Assistance with Local Regulations**

- 6.1 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 not exceed 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, following the successful completion of the user testing, training and acceptance.

#### **Article 13: Medical, Insurance and Security Arrangements**

- 13.1 N/A

#### **Article 14: Intellectual and Industrial Property Rights**

- 14.3 Save where otherwise provided in the Special Conditions, the Contractor shall indemnify the Contracting Authority against any claim resulting from the use as specified in the contract of patents, licenses, drawings, models, or brand or trademarks, unless such infringement results from compliance with the design or specification provided by the Contracting Authority.
- The Contracting Authority shall not be liable for any infringements pertaining to illegal software and/or licensing. It is the responsibility of the Contractor to comply with the intellectual property laws and regulations for the provision of all works to be carried out for the successful completion of this tender
- The Contractor shall not have the right to use any data, reports, works or other property referred to in this Clause for its own purposes without obtaining the prior written consent of Project Leader

The Contractor will be asked to sign a Non-Disclosure Agreement due to sensitive data which the Contractor may gain access to. The Contractor will ensure that all his staff working on this project sign a non-disclosure agreement due to sensitive data, which the contractor's staff may gain access to.

#### **Article 15: Scope of the Services**

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

**15.5** Further to the provisions of the General Conditions, before provisional acceptance of the supplies, the Contractor shall supply operation and maintenance manuals together with drawings, which shall be in such detail to enable the Contracting Authority to operate, and maintain, the CRM provided. Manuals and drawings to be supplied in the English Language both in digital form and a hard copy is to be also provided. The service shall not be considered completed for the purpose of provisional acceptance until such manuals and drawings have been supplied to the Contracting Authority.

Manuals shall be kept updated if changes to the system are made by the contractor.

Manuals and drawings to be supplied in the English Language both in digital form and a hard copy is to be also provided.

The Contractor shall be responsible for obtaining and maintaining any approvals, registrations, permits or licenses necessary or advisable for the provision of the Services and it shall comply with all applicable laws concerning the Service.

The Contractor represents and warrants that:

- a) it has the resources, know-how, qualifications, and necessary ability to undertake the work required to perform the Services and deliver the Deliverables and that the Contractor shall provide the Services with the degree of diligence expected from a Consultant in the business of providing similar services;
- b) it is not debarred in any way from performing the Services;
- c) it shall act at all times in its relations with Malta Chamber of SMEs in good faith; and
- d) it has advised Malta Chamber of SMEs fully of any conflict of interest of which it is aware regarding the Service as at the date of the Agreement



and further undertakes to inform the SME Chamber as soon as practicable of any conflict of interest regarding the Agreement of which it may become aware during the continuance of this Agreement.

#### **Article 16: Personnel and Equipment**

- 16.3 Further to the General Conditions, the contractor must ensure the CRM provided is compatible to existing hardware and software. Any platforms used must be market tested, robust and reliable.

- 16.4 As per General Conditions.

#### **Article 18: Execution of the Contract**

- 18.1 The performance of the contract is to commence from the date of the last signature of the Contract.
- 18.2 The period during which the CRM shall be developed and installed is 11 **months** from the commencement date, stipulated in the previous sub-Article 18.1.

*Unless where otherwise stated, Should the period of execution of on-site works be extended for any reason, the period of execution of the present contract shall be extended accordingly. The contractor shall not be entitled to request any additional payment in this respect in a court or tribunal.*

#### **Article 19: Delays in Execution**

- 19.2 The number of liquidated damages for every day, or part thereof, elapsing by the end of the period of execution will be of 1/5000 of the contract price per day's delay, up to a limit of 20% 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 General Conditions, Following User Training, the Contractor shall perform user testing to verify that the functionality of the system conforms to the requirements in the tender document, or otherwise modified by mutual agreement in writing.

Every important milestone of the development of the system must be recorded and reported to client forthwith demos and beta sessions (if applicable) are to be carried out accordingly.

Additionally, a final report presented not later than 15 days after the implementation period of the contract. The draft final report must be submitted beforehand.

#### **Article 26: Payments and Interest on Late Payment**

- 26.1 This is a global-price contract.

Payments will be made in Euro.

Further to the provisions of the General Conditions, the unit prices/rates submitted shall be fixed and shall not be subject to adjustment in the event of fluctuations in the cost of duties or any other matter affecting the cost

#### **Global Price Contract**

<b>Narrative</b>	<b>Percentage (%)</b>
Pre-financing Payment	A pre-financing payment of 30% of the total price against an invoice and proof of the 4% performance guarantee.
Interim Payment	Interim Payment of 30% of the total amount following deployment of product and on certification and Acceptance after user testing and against an invoice.
Balance	The balance (40%) of the contract value stated within 30 days of the completion of all contract activities specified under the terms of reference. A final progress report shall accompany the final invoice.
<b>TOTAL</b>	<b>100%</b>

- 26.2 Further to the General Conditions, on completion, payments will be made in Euro by the Contracting Authority against a fiscal invoice, following satisfactory acceptance testing by the Contractor to the satisfaction of the Contracting Authority's Project Leader.

**Article 27: Pre-Financing Guarantee**

- 27.2 In its entirety Article 27 is not applicable.

- 27.5 Not applicable.

**Article 30: Revision of Prices**

- 30.1 As per General Conditions

- 30.5 As per General Conditions

**Article 32: Breach of Contract**

- 32.2. As per General Conditions

**Article 39: Further Additional Clauses**

- 39.1 The awarded tenderer must adhere to the EU publicity requirements' as per Regulation (EU) 1303/2013 . This includes but not limited to;
- All reports;
  - Training power point presentations;
  - User Manuals;

Version 1.2 NGO procurement document

- website;
- User interface;
- All printed or digital material produced throughout this Contract; and
- Attendance Sheets

The Visual Identity guidelines published by the Planning and Priorities Coordination Division must be followed throughout and can be found [here](#)

## SECTION 4 –SPECIFICATIONS/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 – Registered Social Partner

Registered under the Department of Industrial and Employment Relations – RTU 006

#### 1.3 - Relevant Country Background

Not Applicable

#### 1.4 - Current State of Affairs in the Relevant Sector

Malta Chamber of SMEs is the main representative for micro, small and medium businesses in Malta. The SME Chamber represents a wide variety of economic sectors of different sizes. Malta Chamber of SMEs was founded 70 years ago as an organisation dedicated to defending the rights of small retailers. Nowadays, the SME Chamber has grown to include all economic operators representing all economic sectors. Throughout the years, Malta Chamber of SMEs has upgraded their status to that of a social partner, and are now recognised as an employers' body and is one of the most important and biggest interest groups in Malta. A non-political organisation, the SME Chamber works to ensure mutual cooperation with the relevant authorities.

The project in general is a comprehensive effort to improve the output of social dialogue. Being an organisation that has been in the work of social dialogue since its inception, over 70 years, we have now wide experience and a proven track record that ours is a true vocation and that our organisation and its employees have a calling for this social field. This is evidenced not just by past projects that have been implemented but also by all the activities the organisation carries out.

The only direction the organisation can now take in order to improve the current situation in terms of strengthening its network and having a more effective social dialogue is to complement a reform into our systems that is accompanied by a human development strategy. Simply adding on resources is not wise since the service will become unsustainable and working more of current staff would not be possible since they have reached their maximum capacity. What is required now is to make space and complement the capabilities of the employees by giving them the tools they dearly need to work with and train them to use them proficiently. Once this takes place, staff members will be in a position to also continue their development and investment in skills beyond this as now they will be allowed the space to do so.

Ahead of this tender, the SME Chamber engaged the services of a proficient service provider, through a titled - "Call for quotations - System Gap Analysis", in order to carry out a system gap analysis based on the needs and objectives of the entity and translate any findings from such system gap analysis in a technical statement of requirements which are being included in this tender under section 4.2.

**A summary of the research conducted and its findings can be found under Annex 1 included in this document.**

This is being done through a project called ESF.04.159 - 'Leading and Delivering Dialogue Effectively, Representatively (LADDER)' – a project part-financed by the European Union in accordance with the rules of the European Social fund 2014 – 2020, Operational Programme II.

## 1.5 - Related Programmes and Donor Activities

This contract will be part of a project that aims to strengthen Malta Chamber of SMEs and increase the relevance of social dialogue. The project is co-financed by the European Union in accordance with the rules of the European Social fund 2014 – 2020, Operational Programme II programme and falls within Malta's and the EU's priority of strengthening social dialogue.

Through this project the organisation will be exploring the development of new services, increasing the attractiveness and relevance of the organisation and thus strengthening the awareness of social dialogue in Malta.

## 2. Contract Objectives and Expected Results

### 2.1 - Overall Objectives

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

- Strengthen Social Dialogue and Representation
- Increase both member and Organisation Visibility
- Automate work procedures and processes
- Increase accessibility
- Increase in engagement
- Upskilling of employees
- Increase productivity

## 2.2 - Specific Objectives

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

The Relationship Management Membership Model that is the CRM model developed as a relationship creation model and it is suggested that organisations should undertake four interrelated implementation tasks in order to create one to one relationship; resulting in superior customers value in this case the members:

- Strengthen Social Dialogue
- Identify member needs
- Differentiate valuable members
- Interact with members to understand their needs
- Customise the offer, and communications to ensure that the expectations are met

The importance of CRM strategy is to give value and attain the members needs and understand the member life cycle. Aiming to have a high level of member interaction applying functions to manage interactions across multiple communication channels.

- **Cost Leadership:** Improvement of the processes by means of CRM. Introducing the means of CRM into the organisation processes Malta Chamber of SMEs can decrease costs; increase service preservation and retention and lower the members expenditures by adding value to the service.
- **Member Acquisitions:** Increase the maximum number of members in a short period of time.
- **Member Retention:** Keep and enlarge the relationship with the members, throughout the service offerings.
- **Cost Reduction:** Reducing costs associated to the members, service offerings and marketing.

- **Member Recognition:** Marketing means, communication provides worth and value to the members by serving the members' need promptly the right information and at the right moment.
- **Member Differentiation:** CRM allows organisations get greater outcomes.
- **Member Communication and Interaction:** The aim is to maintain track of the client behaviour, what services the member is requesting and learn more about the members.
- **Personalization:** CRM can be setup to give each member the personal touch. Treating each member different according to their criteria.
- **Improve Member Satisfaction:** Increase the member satisfaction speed by being pro-active.

It is less of an effort to keep the existing members than to obtain new members. By having a right Solution and well-trained employees with fast access to the members data, Malta Chamber of SMEs can recognise the right customers better, enlarge their loyalty, and get the most out of their requirements and ultimately strengthen social dialogue.

Having the information and knowledge on the member the organisation will have an absolute client profile that will allow to improve measures and be for efficient. With a Solution having multi channels will help increase the marketing mix, this will ought to give feasibility to make rapid campaigns, deal out communications easily and track requests. Having an innovative Solution that can reform and automate procedures permits the organisation to implement best practices and help employees focus on superior value activities. Decrease expenditures by consolidating system and getting a more efficient IT environment.

### 2.3 - Results to be Achieved by the Consultant

The aim is to have an integrated solution that can collaborate and enhance the performance of the organisation:

- 1.To have a Membership Management system that allows to have a full visibility of all the data; be able to create any queries and be flexible to analyse the data in any form.
- 2.Having a Membership Management system that allows the full visibility of all the interactions with the member and non-member, a 365-degree visibility of all the activities related to each individual member.
- 3.Having a Membership Management system that records all the correspondence, the tasks, issues, reminders, emails, calls, services provided and payments for each member.
- 4.Having the facility to manage and maintain cases, follow-up and track and able to monitor the status of each case and send reminders.



5. Having a dynamic reporting tool with multiple criteria, giving the facility to collate statistic, data analytics and dashboards.
6. Having the facility to promote professional services and invoice for such service.
7. Having a mass mailing and mass messaging solution that can group selected targets/sectors to relay any type of information.
8. Having a Survey management facility to create and track giving statistical results for each stage.
9. Having a Membership Management system that is accessible from any device, anytime, anywhere.
10. Having different levels of user access including at a membership portal access level.
11. Having a Membership Management system that can help the organisation grow and make decisions with an intelligent reporting suggestion on the data collated using Artificial Intelligence.
12. Having an automation renewal membership process with auto generated invoices.
13. Having workflows to ease the process of the users.
14. Having an Events management facility to be able to create, manage, co-ordinate jobs, register attendees and follow-up, tracking and monitor each status giving statistical results for each stage.
15. Malta Chamber of SMEs vision is to have a fully integrated solution that provides an easy user interface with consolidated data structure. Provide an agile and dynamic solution that can help Malta Chamber of SMEs innovate and expand by having a scalable solution.

### ***3. Assumptions and Risks***

#### **3.1 - Assumptions Underlying the Project Intervention**

The CRM provided must be fully compatible to the existing hardware and operating systems.

#### **3.2 – Risks**

The Contracting Authority has highlighted the below as possible risks;

- High percentage of custom development that can affect the estimations and the deadlines.
- Scope variations that can create inaccuracy and delays
- Testing, having limited time to test and deploy within the set timeframe
- User Testing, having a clear understanding of the function requested and the technical specification
- Poor quality support and understanding between supplier and the Malta Chamber of SMEs
- Resources, the supplier having limited human resources to implement the project outlined
- Long time frames and extension

#### *4. Scope of the Work*

##### 4.1 – General

###### 4.1.1 Project Description

The SME Chamber is seeking to upgrade its IT facilities when it comes to engagement with members through the development of an appropriate Client Relationship Management ('CRM') system, in order to improve interaction and relations with the organizations' members and beyond. As such, the SME Chamber is seeking to procure the development of a state-of-the-art CRM system that would be built on a membership model.

This follows a System Gap Analysis conducted earlier; which summary of the findings can be found in Annex 1

###### 4.1.2 Geographical Area to be covered

CRM should be accessed remotely from everywhere.

###### 4.1.3 Target Groups

The CRM is intended for use by SME Chamber Staff and Members through a dedicated membership portal access level

##### 4.2 - Specific Activities

Further to the below listed activities, a detailed list of technical specifications can be found under **ANNEX 2**.

In addition to the above, the tenderer will be required to submit a form, confirming they are able to meet the required technical specifications highlighted under this Annex.

The form is to be submitted additionally and separately to the financial offer submitted as part of this Tender.

At a minimum the tenderer must be able to provide those technical specification marked as **MUST HAVE**'.

## Activity 1: Project Plan Implementation

### a) Project Plan

The Contractor will be required to present a complete plan that includes the Setup and Configuration, Custom Development, Testing, Integration, UAT, Data Validation, Data Migration, Training, Other 3<sup>rd</sup> party application involvement.

The project plan should be based on the technical specifications listed under Annex 2 and based on the below activities:

- A complete overview of the project
- the planned tasks;
- analysis, meetings/workshops;
- data migration;
- testing;
- training;
- deployment [Including: System testing, Functional testing, Performance testing, Usability testing, User Acceptance Testing and Integration testing]
- go-live; and
- go-live assistance

A draft plan, including key activities mentioned below is to be submitted with this offer.

The final plan will be discussed and agreed with the contracting authority beforehand.

### b) Gantt Chart

As part of the tender offer, the Tenderer is to provide a Gantt Chart that illustrates the schedule of the Project Plan including the timeline within the timeframes mentioned under Section 3 – Special Conditions - Article 18 – Execution of the contract.

Once the tender is awarded, the timeframes and milestones will then be agreed to with the Contracting Authority during the initial meeting part Activity 2.

## **Activity 2: Initial and periodic workshop meetings**

- 1 initial meeting
- Series of workshop meetings for system analysis based on the technical requirements
- Periodic meetings to discuss progress with a minimum of once a month (to be reflected in the Gantt chart)

## **Activity 3: Process Mapping and Technical Requirement alignment**

## **Activity 4: Technical implementation - Setup, configuration, integrations and development, Q&A and user assisting testing**

Technical Implementation as required under the technical specifications as listed under Annex 2 – Technical Specifications

## **Activity 5: Data Planning, Migration and Validation - to refer to Annex 2 requisites**

Further details on the Data Migration can be found under document marked – Annex 3

## **Activity 6: Deployment and Final Testing**

Deployment and Testing as necessary required.

## Activity 7: Handover and Training

### Handover:

The Contractor must provide all user manuals with the respective diagrams, Moreover the contractor must ensure that handover is assisted and guidance and support is offered throughout. All manuals must be provided in both digital and print format.

### Training:

- The training provided will be for a total duration of 40 hours
- Training will be provided to at least 8 Employees employed with the Malta Chamber of SMEs
- The contractor is to ensure that collective training sessions conducted will be recorded to be revisited
- Training sessions are to be offered both physically and remotely depending on the exigencies of the contracting Authority.
- The Contractor is to make available all presentation and documentation following the training provided.
- The contractor is to take attendance sheets of all sessions held.

The contractor must also observe the latest visibility guidelines concerning acknowledgement of EC financing of the project on all printed and published material referred to above.

## Activity 8: Go Live and post go live Support

200 hours in assistance (as per technical specs) over and above the support provided during the go live. This will assist the team with all that is necessary assistance in transitioning and also tackle initial issues occurring during the duration of the contract.

A timesheet of such hours works and which tasks have been carried out is to be provided to the Contracting Authority for certification and approval. The Contractor shall be only paid for the actual hours worked. However, these hours may not be necessary required and therefore the Contracting Authority reserves the right not to opt to utilize these hours and subsequently pay such an amount.

Hours worked will be reflected in the final invoice as per schedule.

**Together with this tender submission the tenderer is to provide the contracting authority with the below documents:**

1. A draft maintenance and support agreement

- SLA
- Warranty period
- Support 8x5 response and resolution time according to severity
- Maintenance and updates
- Upgrades
- Managed (cloud)

2. Document estimate per upgrade, indicating the costs of any add-on customizations that can be required upon an upgrade, including the interfaces.

## 4.3 - Project Management

### 4.3.1 *Responsible Body*

Malta Chamber of SMEs

### 4.3.2 *Management Structure*

Malta Chamber of SMEs day to day communication and decision-making body is its secretariat, led by the CEO which will also be the project leader on this project. The CEO will be taking all decisions related to the project with the assistance of the executives working on the project as project administrators. While all correspondence should be sent directly to the CEO and project administrators and the CEO will be communicating with the tenderer. Any Organigram below shows how the main decision-making process within the SME Chamber secretariat;

**CEO**

**EXECUTIVES**

Client Relations

Head of Policy  
& EU Affairs

Head of Communications

**CLERICAL STAFF**

Client Support

Administrative Assistant

PA to the President

& Office Administrator

Malta Chamber of SMEs Council is also involved in the decision-making process; however, involvement is mainly related to official communications issued on behalf of the SME Chamber such as press releases and press conferences. The Organigram below shows the hierarchical structure within the Council;

**Malta Chamber of SMEs COUNCIL PRESIDENT**

**VICE PRESIDENTS**

Sectors  
Finance & Admin  
Policy & Strategy  
Training & Development  
International Relations  
Districts & Localities

**COUNCIL MEMBERS**

Council member 1  
Council member 2  
Council member 8  
Council member 3  
Council member 4  
Council member 5  
Council member 7  
Council member 6  
Council member 9  
Council member 10

The award tenderer will be dealing directly with Malta Chamber of SMEs CEO and executives when it comes to communication and overall strategy.

*4.3.3 Facilities to be provided by the Malta Chamber of SMEs and/or other parties*

As appropriate.

**5. Logistics and Timing**

**5.1 – Location**

The operational base for the project, is the Malta Chamber of SMEs offices in Floriana, Malta.

**5.2 - Commencement Date & Period of Execution**

The intended commencement date is the date of the last signature on the contract between the Contracting Authority and the selected Contractor and the period of execution of the contract will be eleven (11) months.

Article 18.1 of the Special Conditions will determine the actual commencement date and period of execution

## **6. Requirements**

### **6.1 – Personnel**

#### **6.1.1 Other Experts**

A minimum of one Key Expert per designation as listed below is required for the implementation of this contract. However, bidders may propose more than one Key Expert.

It is the Contractor's responsibility to allocate the required resources and third-party services in order to execute the service requirements as outlined in this tender in an efficient and effective manner, to the highest standards, on time, and within budget. As a minimum, the Contractor is expected to designate a Project Manager, Application Analyst and an Application Developer.

The Key Experts eligible for consideration to provide inspection and/ or verification services in relation to this tender must as a **minimum provide evidence of the following:**

These resources are explained in further detail hereunder.

#### **➤ Key expert 1 – Project Manager**

The Project Manager will act as the main point of contact between the Contractor and the Contracting Authority. The area of responsibilities is highly dependent on the delivery of services related to services outlined in these terms of reference, however in general include:

- Contributing to the implementation plan in line with the activities as listed in section 4.2 of the Terms of Reference (ToR)
- Managing a team and any other third-party suppliers to guarantee the highest quality output possible;
- Ensure timely delivery of commissioned work
- The Project Manager must have a minimum MQF Level 6 in IT / Business related field or equivalent. **(Evidence to be provided)**



- A copy of the CV of the Key Expert/s who will carry out the work, highlighting their educational and professional qualifications, capabilities and background must be submitted.

➤ **Key expert 2 – Application Analyst**

The Application Analyst will handle all areas related to the implementation and the deployment of the software solution. The area of responsibilities is highly dependent on the delivery of services related to services outlined in these terms of reference, however in general include:

- Ensure that the software solution meets all requirements requested
- Liaise with all other key experts to analyse and diagnose application errors
- The Application Analyst must have a minimum MQF Level 5 in IT / Computing related field or equivalent. **(Evidence to be provided)**
- A copy of the CV of the Key Expert/s who will carry out the work, highlighting their educational and professional qualifications, capabilities and background must be submitted.

➤ **Key expert 3 – Application Developer and QA tester**

The Application Developer and QA Tester will handle all aspects related to the development of the software solution. The area of responsibilities is highly dependent on the delivery of services related to services outlined in these terms of reference, however in general include:

- Develop / Customise / Integrate the software solution as required
- Ensure that the application works seamlessly across all platforms.
- The Application Developer and QA tester must have a minimum MQF Level 5 in Software Development related field or equivalent. **(Evidence to be provided)**
- A copy of the CV of the Key Expert/s who will carry out the work, highlighting their educational and professional qualifications, capabilities and background must be submitted.

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

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

### 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

Not applicable

## 6.3 - Facilities to be provided by the Consultant

The Consultant 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.

If the Consultant is a consortium, the arrangements should allow for the maximum flexibility in project implementation. Arrangements offering each consortium partner a fixed percentage of the work to be undertaken under the contract should be avoided.

## 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

Every important milestone of the development of the system must be recorded and reported to client forthwith demos and beta sessions (if applicable) are to be carried out accordingly.

Additionally, a final report presented not later than 15 days after the implementation period of the contract. The draft final progress report must be submitted beforehand.

## 7.2 - Submission & approval of progress reports

Copies of the progress and final reports referred to in Article. 7.1 must be submitted to the Project Leader of Malta Chamber of SMEs. 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

The timeframes for activities highlighted and presented by the service provider for the activities listed in section 4.2 of the terms of reference that are approved by the contracting authority will be adopted as project progress indicators.

The Key Indicator is the response time for storing and retrieving records, which shall be equivalent to current market standards.

### 8.2 - Special Requirements

The Service Provider will ensure that a notice indicating that the programme is part financed by the European Union in accordance with the rules of the European Social fund 2014 – 2020, Operational Programme II is displayed in where required.

The Visual Identity guidelines published by the Planning and Priorities Coordination Division must be followed throughout and can be found [here](#)

## 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](http://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.

### *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](http://www.etenders.gov.mt)).

## Financial Offer

Global Price for Tender to develop and install a CRM Application for Malta Chamber of SMEs as outlined in the Tender Document Reference Number LADDER006.

Item	Description of Service	Quantity	Rate	Total including Taxes, Other Duties & Discounts <u>but</u> exclusive of VAT  Amount in Euro (€)
A	<b>Procurement - SOFTWARE - Member Management System.</b>	<b>Global Price</b>		
B	<b>200 hours in assistance</b>  <i>The Contractor shall be paid for the actual hours worked as per Terms of Reference.</i>  <i>These hours may not be necessary required and therefore the Contracting Authority reserves the right not to opt to utilize these hours and subsequently pay such an amount.</i>	<b>200</b>		
C	<b>Annual Subscriptions</b> <b>(If applicable)</b>	<b>Global Price</b>		
D	<b>40 Hours of Training for 8 employees as per Terms of Reference (ToR)</b>	<b>40</b>		
	<b>GRAND TOTAL</b>			

Signature: ..... (the person or persons authorised to sign on behalf of the tenderer)

Date: .....