



REFERENCE NUMBER: [IORESME002]

# TENDER: PILOT AWARENESS CAMPAIGN - INCREASING SME ORGANISATIONS REPRESENTATIVENESS FOR MORE EFFECTIVE SOCIAL DIALOGUE

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Deadline for Submission: [10.10.23] at 12:00pm CET/CEST

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Tender Opening: [03.10.23] At 12:30pm CET/CEST

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The project is part-financed by the European Union under project titled: *Increasing SME Organisations Representativeness for more Effective Social Dialogue (101051860) under call: SOCPL-2021-SOC-DIALOG*

- No Bid Bond is requested for this tender.

**Malta Chamber for SMEs**

43/45, Kapuccini Street, Floriana - +356 21232881 - admin@smechamber.mt

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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 email on [Jamie.tanti@smechamber.mt](mailto:Jamie.tanti@smechamber.mt) 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 Pilot Awareness Campaign in line with a project financed by the Increasing SME Organisations Representativeness for more Effective Social Dialogue. The research is in line with the project aim to; revive the importance of social partners and in particular directly address the overall decline in members. Through this project the consortium aims to engage with businesses through an awareness campaign in order to. It is therefore a project with measures which promote social dialogue at cross-industry, sectorial level, at national and at EU level.

The subject of this tender is communicating social dialogue particularly addressing the following:

- Increasing the visibility of social dialogue through strengthening the organisations' communication arm
- Develop and implement an Awareness campaign for the target audiences identified based on a template campaign provided
- Implement a pilot campaign based on a drawn-up campaign.

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 18 months, and the INCOTERM2020 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

|                                                                                                                                                                 | DATE     | TIME    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| Clarification Meeting/Site Visit (Refer to Clause 6.1)                                                                                                          | N/A      | N/A     |
| Deadline for request for any additional information from the SME CHAMBER                                                                                        |          |         |
| Clarification requests should be addressed to:<br><a href="mailto:Jamie.tanti@smechamber.mt">Jamie.tanti@smechamber.mt</a>                                      | 05.10.23 | 12:00pm |
| Last date on which additional information can be issued by the SME CHAMBER                                                                                      | 09.10.23 | 18:00pm |
| Deadline for submission of tenders/Tender opening session (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering for NGOs) | 10.10.23 | 12:00   |
| * All times Central European Time (CET) / Central European Summer Time (CEST) as applicable                                                                     |          |         |

As per Notice

### ***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. Variant Solutions**

- 4.1 Variant solutions are not permissible. Tenderers must submit a tender in accordance with the requirements of the tender document.

### **5. Financing**

- 5.1 The project is co-funded by the European Union under the call
- 5.2 The Contracting Authority of this tender is Malta Chamber of SMEs.

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

- 6.1 No clarification meeting/site visit is planned.

### ***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**

- (i) No Bid Bond is required.
- (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 and submitting the form with title Statement on Conditions of Employment. Please also attach the minimum hourly workers' costs involving the provision of the employees' services.
- (iv) Power of Attorney (if applicable)

- (v) Information re Joint Venture/Consortium (if applicable)

(B) 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) **Key Experts Form & the Statement of Exclusivity and Availability Form and CVs**
- (ii) Tenderer's Technical Offer (Organization and Methodology) (Note <sup>3</sup>)

- (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 - Campaign Coordinator:**

- The Campaign Coordinator must have a minimum EQF/MQF Level 7 in Marketing/Innovation or Business/EU Administration 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.
- Have excellent written and spoken skills in English

**2. Key Expert 2 – Graphic Design Expert:**

- The Graphic Design Expert must have a minimum EQF/MQF Level 6 in graphic design 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.
  
- Have excellent written and spoken skills in English

Qualifications required are defined with reference to the Malta Qualifications Framework (MQF) or the European Qualifications Framework (EQF) (or equivalent) level descriptors issued through the Malta Qualifications Council (<https://ncfhe.gov.mt/en/Pages/MQF.aspx>).

It shall be the Tenderers' obligation to ascertain that the qualifications possessed by the Key Experts proposed by them are equivalent to the established MQF/EQF Level prior to tender submission. The Evaluation Committee reserves the right to request the determination of the Malta Qualifications Council (MQC) in checking the equivalency of the qualifications, which shall be final. The Malta Qualifications Recognition Information Centre (MQRIC) is the competent body within the NCFHE that recognizes qualifications against the Malta Qualifications Framework (MQF) and whose portal can be accessed here: <https://ncfhe.gov.mt/en/services/Pages/All%20Services/mqric.aspx>

Key Experts whose qualifications do not meet the minimum requirements in terms of equivalency, or the equivalency of which is dubious or cannot be determined, shall be rejected.

**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 expert/s 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 Malta Chamber of SMEs.

**(D) Financial Offer**

- (i) The Tender Form and Tenderer's Declaration are to be completed and submitted with the offer;
- (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)2010 (Grand Total) for the services tendered.

**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. Tender Guarantee (Bid bond)**

- 8.1 No tender guarantee (bid bond) is required.

**9. Criteria for Award**

- 9.1 The sole award criterion will be the price. The contract will be awarded to the tenderer submitting the cheapest priced offer satisfying the administrative and technical criteria.

*BPQR Award (from 9.1 till 9.3)*

- 9.2 The evaluation process

At this step of the evaluation process, the Evaluation Committee will analyze the administratively-compliant tenders' technical conformity in relation to the published Terms of Reference/Technical Specifications (Section 4).

## **SECTION 2 – EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS**

### **Part X of the Public Procurement Regulations**

270. Where the estimated value of the public contract meets or exceeds five thousand euro (€5,000) 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 Public Contracts Review Board, which shall contain in a very clear manner the reasons for their complaints.

271. The objection shall be filed within (10) 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 (10) 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  
ioreSME Project Leader  
43/45  
Triq Il-Kapuccini  
Floriana

Email: [jamie.tanti@smechamber.mt](mailto:jamie.tanti@smechamber.mt)

### Article 5: Supply of Information

- 5.1 As per General Conditions.

### 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 research and on presentation of the final report followed by a final presentation.

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

13.1 N/A

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

14.3 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, plagiarism 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

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

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

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

16.3 Further to the provisions of the General Conditions, any equipment which may be deemed necessary by the Contractor for the execution of the contract shall be at the cost of the contractor.

16.4 As per General Conditions.

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

18.1 The date of commencing performance shall be the last signature on the contract by the contractor and the contracting authority.

18.2 The period during which the research and services shall be conducted is 6 **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 amount 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: Initial, Interim and Final Progress Reports**

24.1 Further to the General Conditions, The Contractor shall prepare an Interim report at the end of Month 3.

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 as detailed under the terms of reference.

### **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

| <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.                                                                                                     |
| Payment 1              | Payment will be by the end of the first three (3) months from the contract start date. The Payment of 40% will be made following the successful submission of the interim report and on presentation of an Invoice. |
| Final Payment          | The balance of the contract value (30%) will be within 15 days following the completion of the performance / Implementation period. 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 32: Breach of Contract

- 32.1 Without prejudice to the General Conditions and to Contracting Authority's right to dissolve 'ipso jure' the contract in the case of infringement of any condition thereunder and apart from the deduction established for delay in delivery, any such infringement shall render the contractor, in each case, liable to a deduction by way of damages of 5 per cent of the value of the contract, unless the Contracting Authority elects, with regard to each particular infringement, but not necessarily with regard to all infringements, to claim actual damages incurred.
- 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 on all printed and published material. This includes but not limited to;
- All reports;
  - power point presentations;
  - published documentation;
  - website;
  - articles;
  - All printed or digital material produced throughout this Contract; and
  - All advertising materials

The emblem must remain distinct and separate and cannot be modified by adding other visual marks, brands or text. Apart from the emblem, no other visual identity or logo may be used to highlight the EU support.

When displayed in association with other logos (e.g. of beneficiaries or sponsors), the emblem must be displayed at least as prominently and visibly as the other logos.

- 39.2 **Quality of information — Disclaimer**

*Any communication or dissemination activity related to the action must use factually accurate information.*

*Moreover, it must indicate the following disclaimer (translated into local languages where appropriate):*

*"Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European*

*Union or [name of the granting authority]. Neither the European Union nor the granting authority can be held responsible for them.”*

### **39.3 Gender Equality**

*Gender Equality In carrying out his/her obligations in pursuance of this contract, the tenderer shall ensure the application of the principles of gender equality and equal opportunities to all and shall thus ‘inter alia’ refrain from discriminating on the grounds of sex/gender and family responsibilities, sexual orientation, age, religion or belief, racial or ethnic origin, and gender identity, gender expression or sex characteristics in employment; banks and financial institutions, as well as education.*

*All publicity and marketing relating activities are also to be free from stereotypes and any form of discrimination. This will ensure that any publicity and marketing activities are socially inclusive.*

## **SECTION 4 -SPECIFICATIONS/TERMS OF REFERENCE (Note 3)**

### **Services**

## **Terms Of Reference**

#### **Note:**

**Where in this tender document a standard is quoted, it is to be understood that the NGO 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 NGO.**

### **1. Background Information**

#### **1.1 - Beneficiary Country**

Malta  
Italy  
Slovenia  
Belgium  
Greece

Service will take place in Malta.

#### **1.2 - Registered Social Partner**

1. MALTA CHAMBER OF SMES – PIC:886847527
2. CONFARTIGIANATO-IMPRESE - PIC: 905613341
3. GENIKI SYNOMOSPONDIA EPAGGELMATION VIOTECHNON KAI EMPORON ELLADAS- PIC: 890406457
4. UNIE VAN ZELFSTANDIGE ONDERNEMERS – PIC: 918181437
5. OBRTNO-PODJETNISKA ZBORNICA SLOVENIJE PIC: 998803084
6. CONFEDERAZIONE NAZIONALE DELL ARTIGIANATO E DELLA PICCOLA E MEDIA IMPRESA – PIC: 886559825  
SME UNITED SME UNITED – PIC: 999640000

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

When it comes to social dialogue and the role of social partners, there is satisfactory regard and recognition by the authorities both through formal and informal channels. On the other hand, interest and engagement of the target group is weak. Stakeholders and the direct target audience are disenchanted, probably ignorant and unaware and some take it for granted.

The EU supports social partners through some financing, both on a yearly and organised manner and also ad hoc. All most important stakeholders are represented there and high-level discussions take place on things affecting people's everyday life.

Unfortunately, there is very limited knowledge of social partners and their contribution towards the business community. A bottom-up approach was adopted both to scientifically analyze how social partners are perceived and how the message could improve. It must also focus on how social partners, can become more appealing and direct in its messages, in a quest to bring stakeholders closer to the organisations by promoting social dialogue.

Following the above research, A template campaign was drafted which will be piloted during this research. This report is being included and annexed with this tender.

The main findings from the survey show that;

- Eighty-nine per cent of respondents think their SP represents them very or fairly adequately.
- The services mostly used by businesses are: Individual assistance with a specific issue Priority access to important information Common sectorial issues and legislation
- The most used channel for obtaining information and communicating is email. Newsletters and Facebook are also highly used to obtain information on their trade/business, while phones and Facebook are also popular for communicating with clients, suppliers etc.,
- Inflation, Sourcing of HR and Access to Finance are the three main challenges for businesses for the next 1 – 3 years. Interestingly, inflation and HR sourcing are the top two concerns for the SPs. The third rated challenge by SPs is the 'transition to Green operation' vs 'access to finance' as rated by businesses

## 1.4 - Related Programmes and Donor Activities

This contract will be part of a project that aims to strengthen and increase the relevance of social dialogue. The project is co-financed by the European Union in accordance with the rules of the European Commission, and the EU's priority of strengthening social dialogue.

Through this project the consortium will be exploring and understanding better the state of play in social dialogue and aim to increase relevance of social partners in the EU with the aim of increasing the representation of Businesses across the EU.

## 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:

Through this campaign SME CHAMBER is aiming to improve its overall image and ultimately increase relevance. In order to enhance its lobbying and consultative functions, by the end of this campaign SME CHAMBER aims to:

- Strengthen Social Dialogue and Representation
- Increase both member and Organisation Visibility
- Increase in engagement
- Increase Capacity of Social Partners
- Increase Membership Base
- Strengthen involvement of Social Partners in the EU Semester
- Ensuring Representation of National Social Partners at EU Level.

### 2.2 - Specific Objectives

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

Objective 1: To implement an awareness campaign based on a template and draft campaign provided.

Objective 2: The campaign will address the feeling of 'loneliness' and 'overwhelm' that is often experienced by owners of micro-businesses who are faced with constant change and challenges

Objective 3: This Campaign will target business owners (often of micro-enterprises) to seek assistance through Social Partners who have dedicated resources to provide insights and services that are of value and support

Objective 4: Attract New Members - Reach out to business owners who are not yet members of your organisation. You can work with sectorial groupings with your organisations in order to reach potential members in specific sectors and/or seek to devise the messages with the help of leaders of these sectors. Another effort here could be to attract members from sectors which are not yet members, such as young entrepreneurs or aspiring entrepreneurs.

Objective 5: Increase engagement by current members - Through targeted content, seek to increase the activity by current members through, amongst other measures, consistent posting on pertinent topics across different channels

Objective 6: Increase the visibility of the organisation - Highlight the role of the organisation in representing the different sectors, including the activities taken at formulating policy, negotiating with different stakeholders and identifying opportunities for members (funding, technical help etc.).

Objective 7: Inform current & potential members on topical issues - Identify key topics that are of high interest to your members and provide consistent information about the issue (e.g. Inflation, access to finance, digitalisation, green operations).

Objective 8: to Target, Active Members, Established business Owners, Non-Active Members, Non-Members (established Businesses) and Non-members (start-ups)

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

The aim is to gather the pilot through implementing an awareness campaign in order to identify how the campaign is successful or not and possibly disseminate the template campaign with other EU Social Partners. This pilot will:

1. Give visibility on the capacity of national social partners, together with EU cross-industry social partners, specifically following the Covid crisis;
2. Attract New Members
3. Design and fully coordinate the established awareness campaign
4. Increase in awareness of SME CHAMBER s role and function
5. Implement a Template campaign already designed.
6. Increase the relevance which helps to increase membership base
7. Use different tools available to promote mainly; Facebook, Instagram and LinkedIn
8. Use Google Ads and search optimisation to reach more audience.
9. Greater public knowledge of social dialogue and the functions of the organisation.

10. Ensure that All artwork and designs must include the necessary logos and funding text (publicity about the project funding) as indicated by the Contracting Authority.

Other requirements:

The success of this awareness campaign will be determined on the successful implementation of all the above 'Results to be Achieved'. The attainment of various output indicators will be evaluated via a campaign evaluation study at the end of this awareness campaign.

It is imperative that at all stages throughout the duration of the tender, the awareness campaign must always be approved by the Contracting Authority. All artwork and designs must include the necessary logos and funding text (publicity about the project funding) as indicated by the Contracting Authority.

The Contractor will need to coordinate with the Contracting Authority on the language/s to be used on all artworks, designs, deliverables, and prior to the finalisation of same. The Contracting Authority will approve the final copies for issuing, nonetheless the Contractor will be held responsible for any spelling or grammatical mistakes in all artworks and designs produced.

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

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

It is assumed that the contractor is equipped in terms of expertise and resources to perform the work according to these terms of reference.

The Contractor understands the requirements and objectives of this tender.

The Contractor will be able to deliver the output indicators and results indicated above in the stipulated timeframes, with a commitment to the costs presented at bidding stage.

There is excellent communication throughout the whole duration of the project between the Contractor and the Contracting Authority.

#### **3.2 - Risks**

The major risks include but are not limited to:

Timeframes are tight and the contractor will need to be equipped with the necessary Human Resources to cater for the demand.

Resources, the supplier having limited human resources to implement the project outlined

Inability to qualitatively assess the level of awareness reached among relevant stakeholders;

- Difficulty in building effective ways of reaching and engaging the variety of stakeholders;
- Implementation difficulty if stakeholders see no scope in today's world for social dialogue;
- Difficulty in implementing departing from long existing strategy and image both internally and externally;
- Difficulty in identifying what stakeholders all stakeholders want out of the organisation and out of social dialogue.
- The Contractor does not have the expertise and resources to provide the services needed for the awareness-raising campaign;
- Possible delay in confirmation of text/design of artworks for publication and airing on the various media platforms may affect the timelines of the contract;
- Re-shooting for the production of videos will be necessary should the final product presented to the Contracting Authority not be of acceptable standards. Lighting, sound, acting and editing have to be of high quality throughout all stages of the contract. The same risks refer to the production of the artworks and materials for the magazines, billboards, web banners, etc.

**Apart from the above assumptions and risks, the Contractor is requested to indicate any assumptions/risks considered relevant to this project and which have not been mentioned in these Terms of Reference or in any of the other document of this tender. These assumptions and risks for all activities, are to be submitted at bidding stage.**

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

### **4.1 – General**

#### **4.1.1 Project Description**

This project aims to revive the importance of social partners and in particular directly address the overall decline in members. Through this project the consortium aims to engage with businesses in order to understand better their current needs and how social partners can increase relevance. It is therefore a

project with measures which promote social dialogue at cross-industry, sectorial level, at national and at EU level.

Through this project The Malta Chamber of SMEs, as coordinator of the consortium, together with the other project partners will be embarking on a project aimed at strengthening social dialogue, through further enhancing their representativeness. The objective of the project is to raise awareness of and give visibility to the activity/function/responsibility of SME employer organisations in the EU and foster their role as social partners.

Additionally, this project aims to support Malta Chamber of SMEs and the project partners to become a stronger and more representative and impactful employer organisation.

The campaign will also raise awareness of the added value of social dialogue for boosting economic, employment and social dimension both at EU and national level. A specific emphasis is of course being placed on Covid-19 and its effects, or rather, overcoming its effects on social dialogue. This project is infact deemed as very important to help the national and EU level social partners involved to strengthen their capacity in this regard and to generate the benefits of mutual support.

The pandemic has shown that social partners are a very important part of the equation and crucial to facilitate discussion, consultation and ultimately contribute towards social dialogue and the democratic functioning of society.

Most of the different dimensions within European Social Dialogue are included within this project. Specifically, these include information exchange, consultation, joint action and more.

This project also aims to strengthen the social partners' representativeness and activeness in the EU Semester. Additionally, this project will actively contribute towards ensuring adequate representation of social partners in the respective National Recovery and Resilience Plan (NRRP). Moreover, this project also aims to promote schemes and incentives of an EU dimension in particular the Pillar on Social Rights and the EU Green Deal.

The ultimate aim of this project is to ensure the sustainability of social partners, thus ensuring the sustainability of social dialogue. The Project being proposed is perfectly in line with the scope of the call, taking a bottom-up approach. Rather than proposing initiatives directly, the project aims to see what members actually want and finding ways how social partners can bridge this gap.

The Project Coordinators, Partners and associate partners are mainly made up of social partners representing employers and a European Social Partner organisation representing a number of members' organisations.

#### 4.1.2 Geographical Area to be covered

#### 4.1.3 Target Groups

### 4.2 - Specific Activities

#### i. Activity 1: Design and Artwork

Throughout the campaign the contractor will be required to design a total of Forty-four (44) infographics. The design is to be approved by the contracting authority. The infographics will be spread across the campaign as per template campaign included in this tender document.

#### ii. Activity 2: News Portal Article (Sponsored Content)

Throughout the campaign the contractor will be required to write two (2) articles (based on the template campaign and disseminated accordingly) which will be included as part of a news portal in the local media. The news portal selected needs to be selected from the top three news portals in Malta. This will be agreed between the contracting authority and the contractor.

The published content will be shared on the organisations' socials.

#### iii. Activity 3: Audio-visual Productions (Corporate Video):

This activity shall include the creation of one (1) 60-second audio-visual productions. This production will be in the form of a corporate video.

- The Contractor will create one (1) short production (either in Maltese or in English) for TV and web consumption. The Contractor is requested to include subtitles of the language not being used, to ensure adequate dissemination.
- Once the overall concept is chosen, SME CHAMBER will provide feedback (if any) to the Contractor on how to refine further the selected concepts.
- Film resolution: Broadcast and Website Quality (Full HD and Format compatible as per station's requirements and for web-consumption);
- Graphical displays;

- Subtitles. It is also the responsibility of the Contractor to produce and proof read the sub-titles. Sub-titles will match the language spoken in the short productions / adverts.
- Including the necessary EU publicity in the with the Visual identity guidelines

## 2. Content:

- The productions must consist of professional video footage and/or animated graphics, or other images pertinent to the topic of the campaign.
- In the case of hired models/actors, it is the responsibility of the Contractor to ensure that all models/actors hired for the purpose of the campaign must sign a consent form (as developed by the Contractor as per local data protection regulations) to have their image used.
- SME CHAMBER must be informed of the dates of all filming sessions and SME CHAMBER may choose to be present during the filming sessions.
- All visuals must reflect the Maltese society and culture.
- Including the necessary EU publicity as approved by SME CHAMBER in the with the Visual identity guidelines
- The content included should be gender balanced.

### iv. Activity 4: Electronic Communication Tool (Newsletter):

The contractor will be responsible to design of four (4) mailshots using .html format to be sent to members through the mass mailer service. Specifications of the content will be in line with the template campaign included in this tender.

### v. Activity 5: Digital Media Management (including sponsored content):

Digital Media has gained in popularity in recent years to become one of the top mediums used to reach out to target audience groups. The digital awareness campaign shall be as per specifications below.

Specifications:

- a. The digital media campaign shall run for a period of six (6) months from last date of signature on contract by both parties or as indicated by SME CHAMBER .
- b. The digital media sites that the Contractor will use are Facebook, Instagram and LinkedIn. These are considered as popular sites in Malta.
- c. The search and display network that the Contractor will use is Google on a pay per click (PPC) advertising method. Google is also considered a popular site in Malta.
- d. The Contractor shall use SME CHAMBERs digital media accounts for this initiative. The Contracting Authority will grant the Contractor administrative rights for SME CHAMBER s digital media accounts. The contracting authority shall be provided administrative access throughout the campaign and shall retain ownership of any digital media presence created throughout the duration of the contract. The Contractor will enter into an agreement with the Contracting Authority not to use the digital media platforms mentioned for the dissemination of any other reason except for that related to this campaign or as advised by the contracting authority.
- e. The Contractor is expected to upload the adverts and a number of posts per week throughout the duration of the project. This will be in line with the 6-month campaign included with this tender.
- f. The content included should be gender balanced
- g. Digital media sites (Facebook, Instagram and LinkedIn):
  - The Contractor shall keep all respective pages regularly updated with relevant material, with a minimum average of two (2) posts per week per digital media platform (with the exception of YouTube) throughout the duration of the digital media campaign.
  - Although there is no need to publish different posts for each of the digital media sites, if required, posts must be adapted for the target audience of each site.
  - The Contractor will be responsible to write-up the content of all posts and adverts that will appear on the digital media sites as approved by the Contracting Authority.
  - The Contractor is responsible to proof read the text of the posts and adverts.

- Adverts will be specifically targeted
- to reach the target audience highlighted.
- The adverts will be in both the English and the Maltese language, or as indicated by SME CHAMBER .
- Schedule of the above-mentioned posts is to be agreed with SME CHAMBER and in line with the template campaign.
- Design must include the necessary EU publicity guidelines

h. Search and Display Network (Google adverts):

- The Contractor will be required to Paid Search Ads: Ads for promoting the organisation (similar to M1 of the template campaign) and new Ads for promoting your services. These are to be monitored weekly and adjust ads and budgets.
- Introduce Google Display Ads – The google ads will be adapted based on the service / aspect being promoted. A detailed overview of what would be required is included in the ads, depending on the particular month.

The Ads will have a call to action to collect new-Members data and drive traffic towards landing pages. The contractor will need to create an Ad group (at least 3 different ads per group) for different audiences and then monitor at least 2/wk and adjust the budgets accordingly. More details can be found on the template campaign.

- i. The contractor shall carry out boosting and sponsoring at an allocated media spend of a total of €700 per month excluding VAT. spread on the different platforms (Facebook, Instagram, LinkedIn and Google search and Display ads) throughout the duration of the digital media campaign (45 weeks) in order to achieve the goals of this campaign. As part of this bid, the contractor will coordinate on how the available budget should be split across the above platforms in order to maximize visibility impact and reach the target audience specified. The plan will be agreed with the contracting authority during the initial stages of the contract. This will be in line and complimentary to the template campaign.
- j. The Contractor shall ensure to provide all the required services needed for the successful delivery of this activity, which cost shall be included and form part of the tender and at no additional cost to the contracting authority over and above the quoted costs.

Following the finalisation of the adverts design, the contractor shall provide a soft copy of the final document and source (raw) files or any part thereof in a requested format which may include vector formats, graphic file with a multitude of layers, Portable Document Format (PDF), JPEG format, and hard copies to SME CHAMBER for approval.

The contractor shall liaise with SME CHAMBER for the approval of EU publicity as per visibility guidelines prior to the publishing of designs.

### 4.3 - Project Management

#### 4.3.1 Responsible Body

Malta Chamber of SMEs

#### 4.3.2 Management Structure

SME CHAMBER 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 The Organigram below shows how the main decision-making process within SME CHAMBER secretariat;



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

**SME CHAMBER COUNCIL PRESIDENT**

**VICE PRESIDENTS**

Finance & Admin  
Policy & Strategy

## **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  
Council member 11  
Council member 12  
Council member 13  
Council member 14

The award tenderer will be dealing directly with SME CHAMBER s CEO and executives when it comes to communication and overall strategy.

4.3.3 Facilities to be provided by the SME CHAMBER and/or other parties

As appropriate.

## ***5. Logistics and Timing***

### **5.1 - Location**

The entire project shall be undertaken in Malta and Gozo.

### **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 six (6) 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 Key Experts

Amongst other resources, the Contractor is expected to have marketing, communications and design professionals with expertise in communications, public relations, strategic marketing, branding, graphic design, digital and online marketing, audio-visual productions and mass media productions.

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 Campaign Coordinator and a Graphic Designer.

These resources are explained in further detail hereunder.

#### Campaign Coordinator

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

- Contributing to the communications strategy in line with the objectives of this awareness raising campaign by making recommendations on PR activities and strategy in general;
- Coordinating the planning and implementation of the campaign/activities;
- Managing a team comprising agency designers, audio-visual developers or any other third party suppliers to guarantee the highest quality output possible;
- Ensure timely delivery of commissioned work;
- The Campaign Coordinator must have a minimum EQF/MQF Level 7 in Marketing/Innovation or Business/EU Administration related field or equivalent. Evidence to be provided.

#### Graphic Design Expert

The Graphic Designer will be expected to manage a design team to undertake any job requiring branding or design input. In particular, the expert will be required to:

- Work closely with the Campaign Coordinator in the overall management of this awareness raising campaign;
- Lead creative sessions as necessary to ensure that the brief provided by the Contracting Authority is fully understood;
- Manage the design of deliverables from conception to completion, in liaison with the Campaign Coordinator, in line with the design brief provided by the Contracting Authority;
- Develop creative design concepts that are in line with the brief provided by the Contracting Authority or which fully reflect the Contracting Authority's objectives of the campaign, which demonstrate innovation and creativity, and which can be developed within established budgets and timeframes;
- Provide quality control over design concepts;
- The Graphic Design Expert must have a minimum EQF/MQF Level 6 in graphic design related field or equivalent. Evidence to be provided.

Qualifications required are defined with reference to the Malta Qualifications Framework (MQF) or the European Qualifications Framework (EQF) (or equivalent) level descriptors issued through the Malta Qualifications Council (<https://ncfhe.gov.mt/en/Pages/MQF.aspx>).

It shall be the Tenderers' obligation to ascertain that the qualifications possessed by the Key Experts proposed by them are equivalent to the established MQF/EQF Level prior to tender submission. The Evaluation Committee reserves the right to request the determination of the Malta Qualifications Council (MQC) in checking the equivalency of the qualifications, which shall be final. The Malta Qualifications Recognition Information Centre (MQRIC) is the competent body within the NCFHE that recognizes qualifications against the Malta Qualifications Framework (MQF) and whose portal can be accessed here:

<https://ncfhe.gov.mt/en/services/Pages/All%20Services/mqric.aspx>

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

As appropriate. Any expenses related to this have to be covered by the Contractor and no extra funds will be allocated for this purpose.

### 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 NGO / beneficiary country as part of this service contract or transferred to the NGO / 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. All equipment used to execute the provisions of this tender must be provided and borne by the tenderer as part to this tender.

## 7. Reports

### 7.1 - Reporting Requirements

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

Interim progress reports must be prepared after three months from the start date of the contract. They must be accompanied by a corresponding invoice.

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 these interim and final progress reports are additional to any required in Section 4.2 of these Terms of Reference.

Included in the respective progress reports, the Contractor shall submit a detailed narrative covering that particular period:

- All the activities being conducted including any photographs, scripts, audio & video files required to prove the deliverable took place.
- The digital media posts which were published as agreed by the Contracting Authority, including screenshots of the posts when and as they appeared; this is to include both sponsored and non-sponsored ads.
- A summary of the spend per month on digital media advertisement
- Advertising performance reports generated by digital media sites. The reports must include insights / analytics (impressions/reach and click through) and average reach.

## **7.2 - Submission & approval of progress reports**

Two (2) copies of the progress reports referred to above must be submitted to the Project Leader 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**

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 whole process will be monitored and evaluated by the Project Manager.

Specific performance measures chosen because they provide valid, useful, practical and comparable measures of progress towards achieving expected results. Can be quantitative: measures of quantity, including statistical statements; or qualitative: judgements and perception derived from subjective analysis

### **8.2 - Special Requirements**

The Service Provider will ensure that a notice indicating that the programme is part financed by the European Union

All artwork is to be approved by the Contracting Authority prior to publishing

### Quality of information — Disclaimer

Any communication or dissemination activity related to the action must use factually accurate information.

Moreover, it must indicate the following disclaimer (translated into local languages where appropriate):

“Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or [name of the granting authority]. Neither the European Union nor the granting authority can be held responsible for them.”

## **SECTION 5 - SUPPLEMENTARY DOCUMENTATION**

### ***5.1 - Draft Contract Form***

### ***5.2 - Glossary***

### ***5.3 - Specimen Performance Guarantee***

### ***5.4 - General Conditions for Service Contracts***

These are available to view and download from the ‘Resources Section’ at:

[www.etenders.gov.mt](http://www.etenders.gov.mt)

### ***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.

