



## Call for Tenders (“CfT”) CfT#: 01/23

# Awareness Campaign on Bullying and Ostracism at the Workplace in Malta

**This project is being financed through EU funds**

ESF Project Ref: ESF.02.150

**This project is being co-financed through local funds**

NCF Project Ref: NCF 21.2021

**IMPORTANT:**

No Bid Bond is requested for this tender

<b>Date Published:</b>	<b>7<sup>th</sup> October 2023</b>	
<b>Deadline for Submission:</b>	<b>27<sup>th</sup> October 2023</b>	<b>at 17:00hrs CET/CEST</b>
<b>Tender Opening Session:</b>	<b>27<sup>th</sup> October 2023</b>	<b>at 18:30hrs CET/CEST</b>

**bBrave (VO 1422)**

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**EUROPEAN UNION**  
European Social Fund

## Table of Contents

<b>Table of Contents .....</b>	<b>2</b>
<b>SECTION 1 - INSTRUCTIONS TO TENDERERS .....</b>	<b>3</b>
1. General Instructions .....	3
2. Timetable.....	5
3. Lots.....	5
4. Variant Solutions .....	5
5. Financing .....	5
6. Clarification Meeting/Site Visit .....	5
7. Selection and Award Requirements.....	6
8. Tender Guarantee (Bid Bond) .....	7
9. Criteria for Award.....	7
10. Award & Appeals.....	8
<b>SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS.....</b>	<b>9</b>
<b>SECTION 3 - SPECIAL CONDITIONS.....</b>	<b>11</b>
<b>SECTION 4 -SPECIFICATIONS/TERMS OF REFERENCE .....</b>	<b>17</b>
<b>TENDERER’S TECHNICAL OFFER .....</b>	<b>17</b>
<b>Terms of Reference.....</b>	<b>17</b>
1. Background Information .....	18
2. Contract Objectives and Expected Results .....	19
3. Assumptions and Risks .....	21
4. Scope of the Work.....	22
5. Logistics and Timing .....	29
6. Purposely left BLANK .....	29
7. Reports.....	29
8. Monitoring and Evaluation .....	29
<b>SECTION 5 - SUPPLEMENTARY DOCUMENTATION.....</b>	<b>31</b>
<b>SECTION 6 -SUBMISSION CHECKLIST.....</b>	<b>32</b>

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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 Contracting Authority bBrave, the Non-Governmental Organisation (hereinafter referred to as “bBrave”), 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* (see Doc 1M).

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.

Tenders must be received by bBrave by 17:00hrs of the 27<sup>th</sup> October 2023. Tenderers must deliver their offer by hand, by courier or by registered mail, addressed as follows at the following address:

Attn. The Evaluation Committee  
CfT#: 01/23 -- bBrave  
c/o Flat 210, Block 200, The Oaks,  
Triq iż-Żerniq, Siġġiewi, SGW 2570

Contact no. in case assistance is required to locate address: +356 9923 9730

Bidders should indicate, on the back of the envelope containing the Bid, the Bidder’s name, contact name, phone number and email address. These details will be used by bBrave to acknowledge receipt of each Bid, since the Bids will remain unopened until the Tender Opening Session.

bBrave will strive to acknowledge every Tender received within 24 hours. If you do not receive such acknowledgement, please reach out to us at [quotes@bbrave.org.mt](mailto:quotes@bbrave.org.mt) or at +356 79 80 81 82 to ensure that your submission was successfully received.

Prospective tenderers take full responsibility to submit their offer by the set tender submission deadline.

All submissions will be dealt with in strictest confidence.

#### Note:

Where in this tender document a standard is quoted, it is to be understood that bBrave will accept equivalent standards. However, it will be the responsibility of the respective tenderers to prove that the standards they quoted are equivalent to the standards requested by bBrave.

The “Estimated Procurement Value” for this Call for Tenders has been based on comprehensive research including appropriate financial analysis. In the context of this procurement, the Estimated Procurement Value, based on market research, is that of thirty-three thousand euro (€33,000) excluding VAT.

The purpose of this value shall be the guidance of prospective tenderers when submitting their offer and is not to be considered as a binding capping price.

Therefore, the published Estimated Procurement Value is not restrictive and final on bBrave. Economic Operators are free to submit financial offers above or below the Estimated Procurement Value. However, bBrave reserves the right to accept or reject financial offers exceeding the Estimated Procurement Value.

- 1.2 The subject of this tender is the carrying out of an awareness campaign on bullying and ostracism at the workplace in Malta, as part of the project entitled '*Bullying and Ostracism at the Workplace in Malta*' hereafter referred to as the "**Project**".

The awareness campaign is a key element to the Project given that this is the first initiative of its kind and scale. The issue of workplace bullying requires a change of mentality, a redirection of focus on the bullying problem, which tends to be associated with children, but is ever present at the workplace. Thus, this awareness campaign seeks to tackle the identified problems directly by creating awareness and conveying important information, based on scientific findings from the earlier research study carried out by bBrave, also part of this Project.

The awareness campaign should seek to create awareness on the issue of workplace bullying and the need to address it, combat the spreading of myths and stereotypes surrounding the issue and inform about support options available for those in need. Research has shown that whilst bullying at the workplace remains a prevailing and serious issue, to the detriment of both the organisations and the employee, it is nonetheless rarely mentioned in public discussion.

Ultimately, the goal is for people to start to take the issue of bullying on adults at the workplace as seriously as they do on children at school; and this can only be achieved by educating both the general public and the business community.

The awareness campaign will primarily seek to raise awareness of the issue of bullying at the workplace, which encompasses the narrative of non-discrimination and equality for all. Therefore, the awareness campaign will raise awareness of such issues and portray the potential detriment if no action is undertaken.

In order to change the narrative on workplace bullying, the victimisation of those who speak out and combat the myths and stereotypes associated with workplace bullying, the campaign will primarily target the general public, focusing on providing simple facts on the issue, such as informing about different forms of bullying at the workplace and its various effects on those being bullied. The campaign will target various age groups and utilise both online and traditional media as deemed appropriate. The campaign will also target the business (employers) sector with the aim of encouraging organisations to take up the responsibility of ensuring an anti-bullying stance at their workplace.

The methods to be used must be appropriate for the pre-determined target groups and justifiably appropriate for reaching the objectives of the research and the awareness campaign.

The awareness campaign will be held as follows:

- Press Package
- TV Campaign
- Radio Campaign
- Newspaper Campaign
- Online Campaign
- Social Media Campaign
- Reporting

Ultimately, in order to measure the impact of the campaign, the research component will identify the baseline value of awareness amongst the general public on workplace bullying, and the end report (developed by the awarded service provider) will identify the impact of the campaign.

- 1.3 The place of acceptance of the services shall be at a location in Malta indicated by bBrave, the time-limits for the execution of the contract shall be for the period until the 24<sup>th</sup> November 2023, 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 bBrave.

- 1.7 This tender is not a reserved contract.

## 2. Timetable

2.

|                                                                                                                                                                                         | DATE                          | TIME  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-------|
| Deadline for request for any additional information from bBrave<br><br>Clarification requests should be addressed to:<br><a href="mailto:quotes@bbrave.org.mt">quotes@bbrave.org.mt</a> | 14 <sup>th</sup> October 2023 | 17:00 |
| Last date on which additional information can be issued by bBrave                                                                                                                       | 19 <sup>th</sup> October 2023 | 23:00 |
| Deadline for submission of tenders<br>(unless otherwise modified in terms of Clause 10 of the <i>General Rules Governing Tenders for NGOs</i> )                                         | 27 <sup>th</sup> October 2023 | 17:00 |
| Tender opening session<br>(unless otherwise modified in terms of Clause 10 of the <i>General Rules Governing Tenders for NGOs</i> )                                                     | 27 <sup>th</sup> October 2023 | 18:30 |
| * 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 of 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 *co-financed* by the European Union through the European Social Fund: Cohesion Policy 2014 - 2020 Operational Programme II.
- 5.2 The project is being co-financed through the NGO Co-Financing Fund (“NCF”) managed by the Malta Council for the Voluntary Sector.
- 5.3 The Contracting Authority of this tender is bBrave.

## 6. Clarification Meeting/Site Visit

- 6.1 No clarification meeting/site visit is planned.
- 6.2 Bidders are to submit inquiries or requests for clarifications concerning this CfT to the Evaluation Committee at [quotes@bbrave.org.mt](mailto:quotes@bbrave.org.mt) by the 14<sup>th</sup> October 2023 at 17:00hrs. Replies to clarifications will be posted on the website: <https://bbrave.org.mt/news/> and the official Facebook page of bBrave: <https://www.facebook.com/bbravemalta/>.

## 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 necessary documents as follows: <sup>(Note 2)</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 the minimum hourly workers' costs declaration involving the provision of the employees' services (See Doc 1A). <sup>(Note 2)</sup>
- (iii) Power of Attorney (if applicable) (See Doc 1B). <sup>(Note 2)</sup>
- (iv) Information re Joint Venture/Consortium (if applicable) (See Doc 1C). <sup>(Note 2)</sup>
- (v) By submitting an offer, the bidder is confirming that he/she shall provide the Ultimate Beneficiary Owner Sheet upon contract signature (See Doc 1D).

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

- (i) Declaration concerning exclusion grounds (See Doc 1E).
- (ii) Declaration concerning *Selection Criteria* (See Doc 1F).

### (C) Technical Specifications

Economic Operators are to supply the following information / documents as follows:

- (i) Tenderer's Technical Offer in response to specifications (see Doc 1T): The Tenderer is expected to provide an outline on how it plans to carry out its tasks within the timeframe noted within the Special Conditions (Article 28: Execution of the Contract), and further explained within the Terms of Reference (See Section 4 further below). A brief commentary is to be presented together with a timetable or Gantt Chart that will aid bBrave in understanding how the Contractor will approach the awareness campaign; <sup>(Note 3)</sup>
- (ii) Key Experts Form (See Doc 1G);
- (iii) Statement of Availability Form (See Doc 1H);
- (iv) Self-declaration form for Key Experts (relating to public employees) (See Doc 1I);  
For Bidders which are entities only: evidence that equality is mainstreamed within their own working procedures (see Article 23 of the Special Conditions);
- (v) Detailed CVs of key persons proposed to work on the Project; <sup>(Note 2)</sup>
- (vi) Proof of Qualifications of Key Expert/s\*; and
- (vii) Professionals Declaration Form (where applicable) (See Doc 1J).

#### I. \*Key Expert - Campaign Manager:

The Campaign Manager leading the awareness campaign shall:

- Be in possession of a diploma at MQF Level 5 or higher from a recognized educational institution as certified by the National Commission for Further and Higher Education. Qualification/s should be relevant to the fields of marketing, communications, PR, digital art, innovation or media (or related disciplines); and
- be able to communicate verbally and in writing in the Maltese and/or English language.

The **Campaign Manager** will be the contact person assigned to liaise with bBrave. As the contact person, the Campaign Manager is expected as a minimum to:

- Lead and manage the contract as awarded to the Contractor;
  - Liaise with bBrave;
  - Coordinate on behalf of the Contractor; and
  - Be available to discuss with bBrave on any issues related to the contract as well as decide on issues on behalf of the Contractor.
- (ix) No samples are required to be submitted.
- (x) All documents submitted under this CfT shall also be submitted in electronic easily-readable format on a pen drive, delivered within the same envelope containing the original documents.

#### **(D) Financial Offer**

- (i) The Tender Form and Tenderer's Declaration (See Doc 1K) are to be completed and submitted with the offer; a separate Tender Form is to be submitted for each option tendered, each form clearly marked 'Option 1', 'Option 2' etc.; <sup>(Note 3)</sup>
- (ii) A financial offer is to be submitted by filling in the Financial Bid Form (See Doc 1L), and is to be calculated on the basis of **Delivered Duty Paid (DDP)**<sup>2020</sup> **(Grand Total)** for the services tendered (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 tenderer. Rectification in respect of the Tender Guarantee (Bid Bond) is free of charge.*

*2. Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five (5) working days from notification.*

*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.

## **10. Award & Appeals**

- 10.1 Following determination by the Project's Evaluation Committee, the *Notice of Award* will be posted on the website: <https://bbrave.org.mt/news/> and the official Facebook page: <https://www.facebook.com/bbravemalta/> of bBrave.
- 10.2 Unsuccessful Bidders shall be given the right to appeal the decision within ten (10) calendar days from publication of the *Notice of Award*. Such appeal must be addressed to the Project Appeals Board at [quotes@bbrave.org.mt](mailto:quotes@bbrave.org.mt), outlining the basis of the appellant's objection and attaching any evidence (as may be applicable). If an appeal is lodged, the Contract award process shall be suspended until the Project Appeals Board publishes its decision, which shall be final and binding on the appellant and all interested parties in the tendering process.



## SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

*{references hereunder to government officers or bodies shall, in this case, be taken to refer to bBrave equivalent officers or bodies; similarly, references to a public contract shall be taken to refer to the contract to be signed with the successful Tenderer; references to publication shall also include publication on bBrave's website}*

**Part IX of the Public Procurement Regulations (SL 601.03)**  
**Appeals from decisions taken after the closing date for the submissions of an offer**  
*(applicable to procurement where the estimated value meets or exceeds Euro5K)*

**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 ten (10) calendar days following the date on which the contracting authority or the authority responsible for the tendering process 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.*

**274.** *The Secretary of the Public Contracts Review Board shall immediately notify the Director, the Sectoral Procurement Directorate and, or the contracting authority, as the case may be, that an objection had been filed with his authority thereby immediately suspending the award procedure.*

**275.** *The Department of Contracts, the Sectoral Procurement Directorate or the contracting authority involved, as the case may be, shall be precluded from concluding the contract during the period of ten (10) 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, the Sectoral Procurement Directorate or the Special Contracts Committee or by the contracting authority, shall be made public by affixing it to the notice-board of the Department of Contracts, the Sectoral Procurement Directorate or of the office of the contracting authority, 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 Department of Contracts;*

*(b) the appeal of the complainant shall also be affixed to the notice-board of the Public Contracts Review Board and shall be communicated by fax or by other electronic means to all participating tenderers;*

*(c) the contracting authority and any interested party may, within ten (10) calendar days from the day on which the appeal is affixed to the notice board of the Review Board and uploaded 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 they shall also be uploaded on the government's eProcurement platform;*

*(d) the authority responsible for the tendering process shall within ten (10) days forward to the chairman of the Public Contracts Review Board all documentation pertaining to the call for tenders in question including files and tenders submitted;*

*(e) the secretary of the Review Board shall inform all the participants of the call for tenders, the Department of Contracts, the Sectoral Procurement Directorate and the contracting authority of the date or dates, as the case may be, when the appeal will be heard;*

*(f) 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 (6) 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;*

*(g) the secretary of the Review Board shall keep a record of the grounds of each adjournment and of everything done in each sitting;*

*(h) after evaluating all the evidence and after considering all submissions put forward by the parties, the Public Contracts Review Board shall decide whether to accede or reject the appeal or even cancel the call if it appears to it that this is best in the circumstances of the case.*

## SECTION 3 - SPECIAL CONDITIONS

These conditions amplify and supplement, if necessary, the *General Rules Governing Tenders for NGOs, v1.2* (the “General Rules”) (see [Doc 1M](#)) governing the contract. Unless these Special Conditions provide otherwise, those General Rules 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 Rules. Other Special Conditions are indicated within and 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 authorised signatory/ies for that NGO’; Furthermore, any references to the Contracting Authority throughout the General Rules shall be deemed to be referring to bBrave, the NGO responsible for this procurement. This is a tender governed by the Laws of Malta, and Tenderers are deemed to know all relevant laws, acts and regulations governing the operations and activities underlying the Tender and any resulting activities.

Any tender expenses are to be borne by the participant / tenderer.

### Article 9: Submitting a Tender

Tenders must be received by bBrave by 17:00hrs of the 27<sup>th</sup> October 2023. Tenderers must deliver their offer by hand, by courier or by registered mail, addressed as follows at the following address:

Attn. The Evaluation Committee

CfT#: 01/23 -- bBrave

Attn. The Evaluation Committee

CfT#: 01/23 -- bBrave

c/o Flat 210, Block 200, The Oaks,

Triq iż-Żerniq, Siġġiewi, SGW 2570

Contact no. in case assistance is required to locate address: +356 9923 9730

Bidders should indicate, on the back of the envelope containing the Bid, the Bidder’s name, contact name, phone number and email address. These details will be used by bBrave to acknowledge receipt of each Bid, since the Bids will remain unopened until the Tender Opening Session.

bBrave will strive to acknowledge every Tender received within 24 hours. If you do not receive such acknowledgement, please reach out to us at [quotes@bbrave.org.mt](mailto:quotes@bbrave.org.mt) or at +356 79 80 81 82 to ensure that your submission was successfully received.

Prospective tenderers take full responsibility to submit their offer by the set tender submission deadline.

All submissions will be dealt with in strictest confidence.

#### Note:

Where in this tender document a standard is quoted, it is to be understood that bBrave will accept equivalent standards. However, it will be the responsibility of the respective tenderers to prove that the standards they quoted are equivalent to the standards requested by bBrave.

### Article 13: Opening of Tenders

Tenders shall be opened after the submission deadline, and the tenderer(s)’ name and tendered price(s) will be published.

### Article 14: Secrecy of the Procedure

In addition to the General Rules, the Contractor shall treat all documents and information received in connection with the contract as private and confidential, and shall not, save in so far as may be necessary

for the purposes of the performance thereof, publish or disclose any particulars of the contract without the prior consent in writing of bBrave or the Project Manager after consultation with bBrave. If any disagreement arises as to the necessity for any publication or disclosure for the purpose of the contract, the decision of bBrave shall be final.

## **Article 20: Signing of the Contract**

Clauses 20.6 and 20.7 of the General Rules do not apply for this tender document.

## **Article 22: Data Protection and Freedom of Information**

Further to Article 14 hereinabove, and the General Rules provisions, the provisions of the *Data Protection Act* under the Laws of Malta (Cap 586) and the *General Data Protection Regulation* (EU) No. 2016/679 shall apply.

## **Article 23: Equality**

bBrave strongly supports equal opportunities. It shall ensure that its selection of the successful Bidder shall be free of discrimination and based on objective factors.

In the case of Bidders who are not individuals, Bidders must provide evidence that equality is mainstreamed within their own working procedures, such as by one or more of the following options:

- a. including an equality policy;
- b. providing a brief write-up on how they achieve equality within their organisation; *or*
- c. providing the NCPE Equality Mark certification.

The following Articles are in addition to the *General Rules Governing Tenders for NGOs, v1.2* and add to the Special Conditions above:

## **Article 24: Conflict of Interest**

The Contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified in writing to the Contracting Authority without delay.

bBrave reserves the right to verify that such measures are adequate and may require additional measures to be taken if necessary. The Contractor shall ensure that its staff, including its management, is not placed in a situation which could give rise to conflict of interests.

## **Article 25: Intellectual and Industrial Property Rights**

All intellectual property collected, collated and developed as part of, or ancillary to, this contract and the Project shall be vested in bBrave.

The rights to the data generated in the awareness campaign and the reports will be exclusively owned by bBrave and the Contractor may NOT use this data beyond the purposes of this CfT, unless this is carried out upon prior written agreement with bBrave. The final products and the report, including findings and other information generated in the process of preparing it, will be owned by bBrave, and all intellectual property rights are to be upheld at any time, perpetually.

## Article 26: Scope of the Services

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

## Article 27: Personnel and Equipment

The Contractor shall be the sole provider of any Personnel and equipment required in executing the contract, and shall adopt all measures necessary to provide and continue to provide its staff with the equipment and backup required to enable them to carry out their specified duties efficiently.

## Article 28: Execution of the Contract

The services to be rendered by the tenderer shall be deemed to commence from the date of the last signature on the contract (the “**Commencement Date**”), and shall be for the period until the 24<sup>th</sup> November 2023.

The contract shall be executed through the performance of the following tasks in order to achieve the specific objectives as defined in paragraph 2.2 of the Terms of Reference:

|                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Tasks in chronological order</b>                                                                                                                                                 |
| <b>Briefing / Planning Meeting</b>                                                                                                                                                  |
| <b>Phase I - Preparation:</b>                                                                                                                                                       |
| <ul style="list-style-type: none"> <li>• Finalise Strategy</li> <li>• Press Package</li> </ul>                                                                                      |
| <b>Phase II - Campaign:</b>                                                                                                                                                         |
| <ul style="list-style-type: none"> <li>• TV Campaign</li> <li>• Radio Campaign</li> <li>• Newspaper Campaign</li> <li>• Online Campaign</li> <li>• Social Media Campaign</li> </ul> |
| <b>Phase III - Final Reporting</b>                                                                                                                                                  |

## Article 29: Interim Progress Reports

Further to the provisions of the General Rules, in addition to those reports identified in ‘Execution of the Contract’ hereinabove, the Contractor must produce interim progress reports on a daily basis, or as requested by bBrave in writing. These reports must be submitted by email, in word and/or pdf format, to the Project Leader and the Project Manager, and will be subject to approval or otherwise by the Project Leader.

## Article 30: Delays in Execution

bBrave reserves the right to impose penalties as the Contracting Authority in the event of delays in the commencement and execution of tasks listed in the table in Article 28 hereinabove (to be further expounded upon in the contract). The daily rates for liquidated damages shall be of €300 per day’s delay, up to a maximum of €3000, for each task experiencing delays.

Penalties will be automatically deducted from payment.

If total penalties reach or exceed either €11,000 (in aggregate) or 33% of the contract value, whichever occurs first, the bBrave reserves the right, after giving notice to the Contractor and having obtained prior approval of the Central Government Authority, to:

- a) terminate the contract; and
- b) complete the services at the Contractor's own expense.

## Article 31: Payments and Interest on Late Payment

This is a global price contract.

Payments will be made in Euro.

Payments shall be authorized by bBrave and paid by bBrave and/or the Managing Authority after receipt of invoice and due processing by bBrave and the Managing Authority and/or other relevant funding authorities.

The provisions of the General Rules shall apply.

### Option 1: Global Price Contract

| Narrative                                                                      | Percentage (%) |
|--------------------------------------------------------------------------------|----------------|
| Interim Payment upon: Agreement on campaign strategy                           | 35%            |
| Final Payment upon: execution of all activities and Submission of Final Report | 65%            |
| <b>TOTAL</b>                                                                   | <b>100%</b>    |

## Article 32: Indemnification

In executing the contracted services, the Contractor shall at its own expense indemnify, protect and defend, bBrave, their agents and employees, from and against all actions, claims, losses or damage arising from any act or omission by the Contractor in the performance of the services, including any violation of any legal provisions, or rights of third parties, for instance in respect of data protection, patents, trademarks and other forms of intellectual property such as copyrights.

At its own expense, the Contractor shall indemnify, protect and defend bBrave, their agents and employees, from and against all actions, claims, losses or damages arising out of the Contractor's performance of the contract provided that:

- a) the Contractor is notified of such actions, claims, losses or damages not later than 30 days after bBrave becomes aware of them;
- b) the ceiling on the Contractor's liability to bBrave shall be limited to an amount equal to the contract value, and such ceiling shall not apply to any losses or damages caused to third parties by the Contractor or by the Contractor's wilful misconduct;
- c) the Contractor's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.

At its own expense, the Contractor shall, upon request of bBrave, remedy any defect in the performance of the services in the event of the Contractor's failure to perform its obligations under the contract.

The Contractor shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

a) bBrave omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Contractor, or requiring the Contractor to implement a decision or recommendation with which the Contractor disagrees or on which it expresses a serious reservation; or

b) the improper execution of the Contractor's instructions by agents, employees or independent Contractors of bBrave.

The Contractor shall remain responsible for any breach of its obligations under the contract for such period after the services have been performed as may be determined by the law governing the contract.

### **Article 33: Modification of the Contract**

Variations made to the Contract signed following the conclusion of the tender procedure may only be made if the Parties so agree in writing. Any additional services (i.e. new services not included in the original tender) shall be capped at 50% of the contract value. Such variations require the endorsement of the relevant Managing Authority, in this case the Planning and Priorities Co-ordination Division (PPCD).

### **Article 34: Breach of Contract**

Breach of Contract occurs when either party commits a breach of contract where it fails to discharge any of its obligations under the Contract.

Without prejudice to any other remedies mentioned in this contract, where a breach of Contract is attributable to the Contractor, bBrave shall be entitled to one or more of the following remedies as of right:

- a) request performance of an obligation and in case of non-performance, bBrave may cause the performance thereof itself at the expense of the Contractor;
- b) terminate all or part of the contract;
- c) conclude a contract with a third party replacing the Contractor, after prior termination of the original contract;
- d) institute proceedings for damages.

Unless otherwise provided in the Special Conditions, recovery of damages, disbursements or expenses resulting from the application of measures provided for in this Article shall be effected without the need for a judicial declaration, by deduction from the sums due to the Contractor, from the deposit, or by payment under the guarantee.

### **Article 35: Force Majeure**

Neither party shall be considered to be in breach of its obligations under the Contract if the performance of such obligations is prevented by any circumstances of force majeure which arise after the date of signature of the contract by both parties.

The term "force majeure", as used herein shall mean acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars, whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar unforeseeable events, beyond the control of either party and which by the exercise of due diligence neither party is able to overcome.

If either party considers that any circumstances of force majeure have occurred which may affect performance of its obligations it shall notify the other party immediately giving details of the nature, the probable duration and likely effect of the circumstances. Unless otherwise directed by the Project Leader in writing, the Contractor shall continue to perform its obligations under the contract as far as is reasonably

practicable, and shall seek all reasonable alternative means for performance of its obligations which are not prevented by the force majeure event. The Contractor shall not put into effect such alternative means unless directed so to do by the Project Leader. Provided that the Project Leader shall still be obliged to follow the rules established under the Public Procurement Regulations, related to modifications where this is applicable.

For a fee-based contract, if the Contractor incurs additional costs in complying with the Project Leader's directions or using alternative means as per above, the amount thereof shall be certified by the Project Leader subject to what is allowed under this Contract.

### **Article 36: Sub-Contracting**

Any agreement by which the Contractor entrusts performance of a part of the services to a third party is considered to be a sub-contract.

The Contractor must seek the prior written authorisation of bBrave before entering into a sub-contract. The intention to sub-contract must be indicated in the tender submission. This authorisation or refusal thereof will be based on the services to be sub-contracted and the identity of the intended sub-contractor. bBrave shall notify the Contractor in writing of its decision, stating reasons, should it withhold such authorisation.

The Contractor shall be responsible for the acts, defaults and negligence of its sub-contractors and their experts, agents or employees, as if they were the acts, defaults or negligence of the Contractor, its experts, agents or employees. No sub-contract can create contractual relations between any sub-contractor and bBrave. bBrave's approval of the sub-contracting of any part of the contract or of the engagement by the Contractor of sub-contractors to perform any part of the services shall not relieve the Contractor of any obligations under the contract.

If a sub-contractor is found by bBrave or the Project Manager to be incompetent in discharging its duties, bBrave may request the Contractor forthwith, either to provide a sub-contractor with qualifications and experience acceptable to bBrave as a replacement, or to resume the performance of the services itself. Those services entrusted to a sub-contractor by the Contractor cannot be entrusted to third parties by the sub-contractor. In addition, bBrave shall not be bound to the sub-contractors and the legal relationship shall be solely with the Contractor. Any change of sub-contractor without the prior written consent of bBrave shall be considered to be a breach of contract.

### **Article 37: Notices and Written Communications**

Any notice or communication to bBrave relating to this contract shall be sent in writing by email to:

The Secretary General  
bBrave

Email: [secgen@bbrave.org.mt](mailto:secgen@bbrave.org.mt)



## SECTION 4 -SPECIFICATIONS/TERMS OF REFERENCE <sup>(Note 3)</sup>

### TENDERER'S TECHNICAL OFFER (ORGANISATION & METHODOLOGY)

*N.B. The Key Experts Form, the Statement of Availability Form, the Self-declaration form for Key Experts (relating to public employees) and CVs are subject to Note 2 (on p7). Any other components of the technical offer are under Note 3 (on p7).*

Where in this tender document a standard, brand or label is quoted, it is to be understood that the Contracting Authority (bBrave) 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 Contracting Authority.

A technical offer (see Doc 1T) is to be provided by the Economic Operator in response to Terms of Reference. The submission shall be in a structured form and is to be in the same sequence as listed hereunder for ease of reference and evaluation.

#### 1. RATIONALE

The Contractor is required to carry out an awareness campaign on bullying and ostracism at the workplace in Malta. The Contractor shall plan the awareness campaign, prepare, draft, film, edit, design and publish all materials required in a way that the objectives are met successfully (See Section 2. Below on Contract Objectives and Expected Results in the Terms of Reference).

#### 2. STRATEGY

The Tenderer is expected to provide an outline on how it plans to carry out its tasks within the timeframe noted within the Special Conditions (Article 28: Execution of the Contract), and further explained within the Terms of Reference below. A brief commentary is to be presented together with a timetable or Gantt Chart that will aid bBrave in understanding how the Contractor will approach the awareness campaign.

In achieving the objectives within the rationale of the awareness campaign set out above, the Contractor is bound to execute multiple media strategies, using TV, radio, newspaper(s) and social media. The methodology is explained in further detail within section 4.2 of the Terms of Reference.

Upon finalising the awareness campaign, the Contractor is bound to present everything in a report as per format and contents noted within the Terms of Reference section.

#### 3. TIMETABLE OF ACTIVITIES

All activities are to be carried out in line with the timeframe indicated (Refer to Article 28: Execution of the Contract under the Special Conditions).

The awareness campaign can be summarised in 3 phases after a briefing is held between the Contractor and bBrave. First, the Contractor will finalise its strategy with bBrave and prepare a draft press package. Then, the Contractor will prepare and execute the awareness campaign over the various media requested, including TV, radio, newspapers, online and on social media. These drafts shall also be finalised with bBrave, with the possible intervention of its Consultative Committee. The Contractor must produce daily progress reports, and a final report on the work carried out, or as otherwise agreed with bBrave in writing.

# Terms Of Reference

**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

Republic of Malta

### 1.2 - NGO

bBrave is Malta's first and only voluntary organisation to focus specifically on anti-bullying. Its mission is to raise awareness on different forms of bullying, to facilitate assistance for individuals experiencing bullying and for the reform of individuals displaying bullying behaviour in Malta.

Membership is open to the general public. The Organisation is registered with the Commissioner for Voluntary Organisations (VO 1422). It is also a registered legal person with the Registrar for Legal Persons (LPA-118) and a youth organisation with Agenzija Zghazagh (AZ 252/2017).

bBrave is a Core Member of the Anti-Bullying Alliance (ABA), an international coalition of organisations and individuals that are united against bullying. bBrave works on all forms of bullying, cutting across all ages.

### 1.3 - Relevant Country Background

The population of Malta and Gozo totalled to approximately 516,100 in 2020<sup>1</sup>, increasing to 520,174 in 2021 (270,469 males and 249,705 females) and totalling to 542,051 in 2022, made up of 284,821 males and 257,230 females. This figure includes both natural increases and increases from migration.

Recent figures show that in the first quarter of 2023, a total of 291,756 persons were employed, being a significant proportion of the Maltese workforce. In addition, the number of foreign workers has increased from approximately 8,000 in 2011 to around 97,000 in 2022.

In addition to the above, the below chart shows that a significant percentage of the population is within the workforce of the country, and this makes them all subject persons to the study undertaken by this project and the awareness campaign that we are seeking the undertake. Malta is no exception and hence bullying may also occur in every workplace.

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\* <https://nso.gov.mt/eu-silc-2022-salient-indicators/>.

\* <https://timesofmalta.com/articles/view/factcheck-is-poverty-malta-really-decrease.1041632#:~:text=Data%20published%20last%20month%20shows,compared%20to%2065%2C000%20in%202013.>

Chart 1. Total population by age group and sex as at 31 December 2022



<https://nso.gov.mt/world-population-day-11-july-2023/> Accessed on 27th September 2023

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

Bullying at the workplace can take many forms. Persons bullying at the workplace act in various ways to bully their targets, such as excessive criticism, and engaging co-workers to target the worker in a negative ‘campaign, against them. Indeed, one of the most common and most hurtful consequences of bullying at the workplace is that it often leads to the target’s social exclusion. In fact, the link between workplace bullying and social exclusion has been well documented abroad. Ostracism is an insidious form of workplace bullying that causes immediate and long-term psychological injury to the recipient.

No detailed study had ever been conducted in Malta to determine the causes and consequences of workplace bullying. bBrave has recently carried out a research study on bullying and ostracism at the workplace in Malta as part of the Project. Given the fresh data available, it is intended for the awareness campaign to be inspired from the information available. The Contractor should draw on information from the Study for the content of the awareness campaign.

## 1.5 - Related Programmes and Donor Activities

The Project is co-financed:

- by the European Union through the European Social Fund: Cohesion Policy 2014 - 2020 Operational Programme II; and
- through the NGO Co-Financing Fund (“NCF”) managed by the Malta Council for the Voluntary Sector.

## 2. Contract Objectives and Expected Results

### 2.1 - Overall Objectives

To carry out an awareness campaign on bullying and ostracism at the workplace in Malta, seeking to create awareness on the issue of workplace bullying and the need to address it, as well as combat the spreading of myths and stereotypes surrounding the issue and inform about support options available for those in need. The project will aim to contribute towards the identified development needs, in light of:

- i. Increase in the number of persons at risk of poverty, social exclusion and persons facing severe material deprivation;
- ii. Imbalances in the labour market due to discrimination and unequal treatment; and

- iii. Lack of tailor-made education, training and support services to support vulnerable groups including children and their parents.

The awareness campaign will draw on the research study conducted by bBrave, thus reflecting recent data on the subject, making the awareness campaign more relevant.

## 2.2 - Specific Objectives

The objective of this contract is to carry out an awareness campaign in line with the objectives set above. More specifically, this is to be achieved by executing multiple media strategies, using TV, radio, newspaper(s) and social media.

The campaign will target various age groups and utilise both online and traditional media as deemed appropriate. The campaign will also target the business (employers) sector with the aim of encouraging organisations to take up the responsibility of ensuring an anti-bullying stance at their workplace.

In addressing the above objectives, the Contractor is expected to explore areas that include:

- i. Bullying types: whether the bullying taking place is physical, verbal, psychological, exclusionary (ostracism), online or other; combat the spreading of myths and stereotypes surrounding the issue; inform that workplace bullying does happen; promoting non-discrimination and equality for all;
- ii. Reasons: why bullying takes place - due to age, gender, sexuality, body appearance, ethnicity, social class, disability, religion, political beliefs, socio-economic status / family background, work-related reasons (e.g. to seek favour, for instance for greater chances of promotion), etc.;
- iii. Bullying experience: to explore when the first bullying experience took place, any pattern in subsequent bullying, frequency and intervals;
- iv. Behaviour: the attitude of the person bullying and the person being bullied, any changed behaviour, etc;
- v. Effects: the need to address bullying, any effects resulting from the bullying behaviour, including on one's mental health and the economic effects of bullying (targeting both the general public and the business community);
- vi. Solutions: whether there is awareness on possible solutions, including where to seek help, encouraging people to seek help; and
- vii. Promoting the research study and toolkit available.

Ultimately, the awareness campaign will result in a better understanding of the issue of workplace bullying in Malta.

## 2.3 - Results to be Achieved by the Contractor

Primarily, the awareness campaign will seek to raise awareness on workplace bullying, inform about its effects, and present potential solutions.

This is expected to be achieved through the use of a mix of media to convey the message.

In carrying out the above, the Contractor is expected to:

- Develop a realistic campaign;
- Execute the campaign effectively; and
- Deliver the results through the specified interim and final reports noted within Section 3 (Special Conditions) above and hereinbelow.

### 3. Assumptions and Risks

#### 3.1 - Assumptions Underlying the Project Intervention

In carrying out the project, it is assumed that the following is in place:

- Relationship with bBrave: The Contractor shall consult and expect good co-operation from bBrave. It is vitally important to establish close and strong working relationships between the two parties, based on trust and transparency. However, the responsibility of implementing this contract lies with the Contractor.
- Sites and venues: Any locations required to execute the awareness campaign are to be provided by the Contractor.
- Reports: Results are to be presented in a detailed and clear format.
- Flexibility: It should be clear that bBrave is expecting the Contractor to be flexible (and available) during the implementation of the contract.
- Other Costs: Any other costs related to the awareness campaign, including those related to equipment, staff, design, software, filming, broadcast, publication, printing and marketing are to be covered by the cost of the contract.
- Language: The working languages for the awareness campaign will be English and Maltese. Therefore, materials are to be balanced between both languages, and individuals working on the contract should be able to communicate in both written and spoken English and Maltese.
- Data protection: The Contractor is fully knowledgeable on legal obligations (including the *Data Protection Act* (Chapter 586 of the Laws of Malta) and the *General Data Protection Regulation* (EU) No. 2016/679) and will seek the required consent, as well as handle and use such data for the sole fulfilment of this contract on behalf of bBrave. Any data records will be discarded in line with legislation upon acceptance of completion of work and throughout the implementation of the contract will be handled securely and respecting privacy at all times by anyone working for the Contractor.

For the above to be implemented, the following additional assumptions are considered:

- The Contractor understands the requirements and objectives of this tender.
- The Contractor shall make sure that all necessary permits or authorisations are obtained from the respective authorities for the carrying out of the project activities.
- The Contractor shall be responsible for all proof-reading of any text, written in Maltese or English.
- The Contractor shall use correct and non-discriminatory language for all project outputs produced.

#### 3.2 – Risks

Besides the assumptions noted in 3.1 above, the tenderer must consider the following non-exhaustive list of risks and should propose mitigating measures in this regard. Hence, the Contractor is expected to:

- Ensure adherence with the proposed timings without jeopardising the quality of the work, fully cognizant of the optimistic deadlines set.
- Ensure availability of the staff for the duration of the assignment.
- Data Protection - it is fundamental that the personal data of every person involved will be processed in accordance with data protection legislation.
- Risk of not reaching certain segments of the workforce.

## 4. Scope of the Work

### 4.1 - General

#### 4.1.1 Project Description

The awareness campaign is intended to raise awareness on workplace bullying, based on a national research study and bullying and ostracism at the workplace in Malta carried out earlier in the year by bBrave.

The research study took the form of a nation-wide study, undertaken in order to assess the prevalence of workplace bullying across Malta (including Gozo). The sample size and composition reflected the working population in Malta (including Gozo).

The report resulting from the study is subsequently being used for the creation of a toolkit (including template anti-bullying policy and training material) and the delivery of anti-bullying workshops. It will now also provide the basis for the awareness campaign.

#### 4.1.2 Geographical Area to be covered

Republic of Malta

#### 4.1.3 Target Groups

The topic has a wide-ranging relevance to virtually all of society. The following categories are of particular relevance:

- Employees;
- Employers;
- Family members of both employees and employers;
- Employees' and employers' unions and associations;
- Government (policy makers);
- Organisations (including voluntary organisations) and professionals working in the fields of abuse, social affairs, education, mental health, employment, human resources, training and recruitment; and
- Clients / patients.

### 4.2 - Specific Activities

The subject of this tender is the carrying out of an awareness campaign on bullying and ostracism at the workplace in Malta, as part of the project entitled '*Bullying and Ostracism at the Workplace in Malta*'. The aim is to address the following:

#### I. Development of Press Package

The Contractor shall draft a Press Package consisting of materials relating to the awareness campaign, including a Press Release and relevant materials produced for this awareness campaign.

## II. Development and Production of one (1) Television Advert

The Contractor is to develop, produce and disseminate on local television stations one (1) TV advert. The TV advert must have a minimum duration of fifteen (15) seconds, or as otherwise indicated by bBrave in writing.

The TV advert is to be in Maltese, or as otherwise indicated by bBrave in writing. Advert must have Maltese sign language interpretation and sub-titles in English, unless otherwise waived by bBrave in writing. Sign language interpretation is to be displayed at the bottom of the screen and sub-titles are to be displayed at the bottom of the screen. It is the responsibility of the Contractor to provide Maltese sign language interpretation and to translate and proof-read the sub-titles in English.

The Contractor will be responsible for the following:

- Developing a script and storyboard for the advert in Maltese. The script must be adequately and professionally written; it must be innovative and appealing to the general public so that the message is clearly conveyed and understood. bBrave must approve the script and storyboard before the advert is produced.
- Providing the filming studio; filming sites; all props to be used in the filming; redheads; boom microphone; HD cameras and any other possible related set-up arrangement for the production of this advert.
- Carry out the actual filming and editing (by a professional editor) of the advert. The Contractor is to identify all filming locations and ensure that the settings are suitable to best complement the specific theme of the advert. bBrave reserves the right to be present during the filming session.
- Providing a minimum of two (2) actors to participate in the production of this advert. These actors must be approved by bBrave. Furthermore, bBrave reserves the right to recommend other individuals that can be engaged by the Contractor as actors for this advert. The waiver of the need to use actors for this advert is at bBrave's absolute discretion.
- The development of this advert should be in a format that is easily uploaded/deployed permanently on websites, video-sharing sites and social networking sites and is compatible with any video system. Following finalization of the advert or as indicated at any stage of the project, the Contractor shall provide the advert through a downloadable link and/or on a USB stick.
- Developing and implementing a plan, in consultation with bBrave for the airing of this advert on local TV stations.
- Ensuring the timely booking of the 'airing' space according to the approved plan on at least the three (3) most followed local television stations according to the latest audience survey published by the Malta Broadcasting Authority, or as otherwise indicated by bBrave in writing.
- Ensuring that the advert is aired at least six (6) times on each of the chosen television stations.
- The airing should take place on different days and time brackets in order to capture the broadest audience possible. The broadcasting strategy must minimally include:
  - Three (3) airing between 6.00 pm and 8.00 pm CET; and
  - Three (3) airings between 8.00 pm and 10.00 pm CET;on every chosen local television station, or as otherwise indicated by bBrave in writing. Hence, the advert is to be aired six (6) times on each of the three (3) local television stations chosen, totalling to eighteen (18) adverts.

The airings of this TV advert must occur between the 13<sup>th</sup> and the 19<sup>th</sup> November 2023, or as otherwise indicated by bBrave in writing.



### **III. Development and Production of one (1) Radio Advert**

The Contractor is to develop, produce and disseminate on local radio stations one (1) radio advert, having a minimum duration of fifteen (15) seconds, or as otherwise indicated by bBrave in writing. This advert must be produced both in Maltese and English, or as otherwise indicated by bBrave in writing.

The Contractor will be responsible for the following:

- Developing a concept and a script for the advert in Maltese and English. The scripts must be adequately and professionally written; it must be innovative and appealing to the general public so that the message is clearly conveyed and understood.
- Providing the recording studio, recording equipment and any other possible related set-up arrangement for the production of the adverts.
- Carry out the actual recording and editing (by a professional editor) of the adverts. bBrave reserves the right to be present during the recording session.
- Providing a minimum of four (4) actors to participate in the production of this advert (two (2) actors for the Maltese version and two (2) actors for the English version). These actors must be approved by bBrave. Furthermore, bBrave reserves the right to recommend other individuals that can be engaged by the Contractor as actors for this advert.
- Ensuring that the radio advert is produced in a format which is compatible with any radio system. The two versions of the radio advert have to be delivered to bBrave through a downloadable link and/or on a USB stick upon completion of the production phase.
- Developing and implementing a plan, in consultation with bBrave for the airing of this advert on local radio stations. The dates and times for the airing of the adverts are subject to the final approval of bBrave.
- Ensuring the timely booking of the 'airing' space according to the approved plan on at least the three (3) most followed local radio stations according to the latest audience survey published by the Malta Broadcasting Authority, or as otherwise indicated by bBrave in writing.
- Ensuring that the advert (either in Maltese or English) is aired at least sixty-seven (67) times on each of the chosen radio stations. The airing should take place on different days and time brackets in order to capture the broadest audience possible. The broadcasting strategy must minimally include: sixty-seven (67) airings on every chosen local radio station, or as otherwise indicated by bBrave in writing. Hence, the advert is to be aired at least sixty-seven (67) times on each of the three (3) local radio stations chosen totalling to two hundred and one (201) adverts.

Airing must take place between the 13<sup>th</sup> and the 19<sup>th</sup> November 2023, or as otherwise indicated by bBrave in writing. The airing should take place on different days and time brackets in order to capture the broadest audience possible. The broadcasting strategy must minimally include, for each day between the 13<sup>th</sup> and the 19<sup>th</sup> November 2023, two (2) airings during the morning / breakfast show and two (2) airings during the late afternoon / drive-home show, with the remaining airings between 9.00 am and 10.00 pm CET on every chosen local radio station, or as otherwise indicated by bBrave in writing. Hence, the advert is to be aired sixty-seven (67) times on each of the five (5) local radio stations chosen, totalling to two hundred and one (201) adverts.

### **IV. Design and Publication of Newspaper adverts**

The Contractor is responsible for designing and publishing one (1) advert, occupying 16cm over five (5) columns (full width), on the seven (7) most distributed local printed Sunday newspapers or as otherwise indicated by bBrave in writing. The advert must be in full colour and the text shall be in Maltese or in English depending on the respective newspaper. The Contractor is to ensure that the layout of the advert will be in line with the corporate image of the project.



The Contractor will be ensuring that the entire layout of the advert in all languages used is correct. The Contractor must be responsible for the proof reading of the Maltese and English text. Proof reading is to be made by a specialised proof-reader.

Graphics, photos and other images should be used liberally throughout, and must be designed/created/developed by the Contractor. Such graphics, photos and other images must be in line with the corporate image and must be approved by bBrave.

The advert must be published on Sunday 12<sup>th</sup> November 2023, or as otherwise indicated by bBrave in writing.

#### **V. Development, Production Management of an Online News Portal Advertising Campaign**

The Contractor is to plan, develop, produce coordinate, and successfully implement an online advertising campaign comprising of one (1) online “**Banner**” (as defined further below), which must be designed/created/developed by the Contractor.

The Banner must:

- Include as a minimum a leaderboard banner (horizontal, at the top of the portal page);
- minimum of 20% occupancy in both mobile and desktop version of all portals;
- be clickable, leading to bBrave’s website.

The Banner is to be produced by the Contractor, and should feature on the five (5) most visited local news portals according to the latest audience survey published by the Malta Broadcasting Authority, or as otherwise indicated by bBrave in writing. The duration should be for one week between the 13<sup>th</sup> and the 19<sup>th</sup> November 2023, or as otherwise indicated by bBrave in writing.

The Banner is to be in Maltese or English, depending on the language used by the online portal. If any portals have versions in both languages, then both versions of the portals shall display the Banner, in the respective language.

#### **VI. Development, Production Management of a Social Media Campaign**

The Contractor is to plan, develop, produce coordinate, and successfully implement a social media advertising campaign comprising of fourteen (14) social media posts.

The online adverts, to be produced by the Contractor, are to feature on bBrave’s social media pages: Facebook, Instagram and LinkedIn. Each of the adverts must be different. The Contractor is to allocate a minimum budget of one hundred and fifty Euro (€150) per post as a boosting budget, or distribute such boosting budget as otherwise indicated by bBrave in writing.

The Contractor is to devise and subsequently implement a strategy in consultation with bBrave on how to conduct the social media campaign in the best way possible throughout the Project implementation period to reach the specific target groups indicated by bBrave in writing.

Graphics, photos, text and other images should be used liberally throughout, and must be designed/created/developed by the Contractor. Such graphics, photos and other images must be in line with the corporate image and must be approved by bBrave. It is essential that such graphics, photos and other images are original and have not been used for other purposes.

The final social media posts must be agreed to by bBrave. The Contractor must ensure that all ad-words used in the social media advertising campaign are proof-read and integrated into the posts in

a way that complement the nature of the project. Social media posts are to be split between Maltese and English, as approved by bBrave in writing.

Social media posts must be published and promoted between the 8<sup>th</sup> and the 22<sup>nd</sup> November 2023, or as otherwise indicated by bBrave in writing.

## **VII. Development, Production Management of a Billboard Campaign**

The Contractor is to provide the design of (1) one billboard content. The design must be in full colour and in line with the project corporate image. The design and proposed content for the billboard must be in English.

Graphic, photos and other images should be used liberally throughout, and must be designed /created / developed by the Contractor.

A soft copy of the billboard content will then be forwarded to NCPE for verification. The soft copy must be readable on all other computer systems.

The Contractor must provide the rental of at least three (3) traditional (non-electronic) billboards for the duration of (1) month. Billboards rented must be made of material which is weather-resistant and durable enough not to fade, break, crumble or succumb to vandalism. The Contractor is to be responsible for substituting any parts of the billboard that will be vandalised, faded, damaged or broken.

Each billboard must be situated in prominent places on main arterial roads in Malta, covering: (i) Burmarrad / Mriehel / Birkirkara; (ii) Blata l-Bajda / Marsa; and (iii) Victoria Gozo arterials, or in such other locations as agreed to with bBrave in writing. Such locations should include traffic spots and light stops with no obstructive views. Billboards should be clearly visible to passers-by. The Contractor must ensure that all billboards rented are well-maintained and set up in line with relevant Planning Authority or other local guidelines if applicable. Alternate locations may be suggested provided that they are prominent places on main arterial roads in Malta and Gozo and are approved by bBrave.

Should there be any hindrances in the visibility of the billboards, e.g. closing down of the street on which the billboard is situated due to road works, the Contractor is to move the billboard to a different but equally prominent location within 48 hours.

The Contractor is to send bBrave the photos of the site position and identified billboards for each suggested space, either in hard or soft copy version, prior to setting up the bBrave billboard for bBrave's approval. Furthermore, the Contractor is also responsible to provide bBrave with photographs of each actual project billboard on site.

Minimum quantity: 1 design, rental of three (3) billboards for (1) one month for the period starting in November 2023.

The Contractor is to print billboard contents measuring 6m by 3m or minimum equivalent area in full colour.

The following requirements shall apply for all deliverables under this CfT:

- a. Any advert, post, design, banner or billboard (for the purposes of this paragraph, the “Advert”) produced has to be original and innovative and therefore must bear no resemblance to other existing work, including other work developed further to this CfT. The imagery used in the development of the Advert must represent the objectives of the project and the activity and be in line with the project & corporate image of bBrave.
- b. The Contractor is responsible for the proofreading of any text used in any of the work produced under this CfT.
- c. The Contractor is to devise and subsequently implement a strategy in consultation with bBrave on how to conduct the campaign in the best way possible throughout the project implementation period to reach the specific target groups indicated by bBrave in writing. The Contractor has to liaise continuously with bBrave throughout all stages of content development, design, production and publishing / broadcasting. The Contractor should first discuss concepts and ideas with bBrave. bBrave shall provide its own suggestions to the Contractor. bBrave must approve the theme and the scripts before concepts are developed. Furthermore, the Contractor must forward all final drafts in an appropriate medium to bBrave for approval.
- d. Following final approval of the drafts, bBrave will subsequently obtain exclusive rights of ownership and use of the said work. bBrave will reserve the right to use these adverts in all activities forming part of this Project and for any other purposes as it may determine. For the avoidance of any doubt, any intellectual property developed further to this CfT shall vest in bBrave in perpetuity.
- e. All costs, expenses, charges, fees, etc incurred further to the provision of the goods and services provided under this CfT (including third party advertising space / fees / boosting, etc) are to be borne by the Contractor, and assumed to be factored into the global price offered by the Contractor.
- f. Any final product provided to bBrave by the Contractor must adhere to the applicable EU funding and local funding publicity / visibility obligations.
- g. Any activities requiring the processing of personal data must be carried out fully in line with the General Data Protection Regulation. The Contractor must seek the consent in writing from all actors or anyone lending their voice or image to the products developed, to allow bBrave to use them in perpetuity. The Contractor must also seek parental / guardian consent in case the individuals concerned are minors.
- h. The Contractor must supply evidence of publication, such as photos (in the case of billboards), screenshots (for online adverts), and broadcast certificates or equivalent. Moreover, in the case of newspapers, the Contractor shall supply three (3) copies of each newspaper in which bBrave’s newspaper ad was published.
- i. All materials should be free from stereotypes or any form of discrimination. The Contractor can draw inspiration from to NCPE’s document ‘INCLUSIVE ADVERTISING: GUIDELINES FOR AUTHORS AND/OR PUBLISHERS OF ADVERTS’.<sup>2</sup>

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<sup>2</sup> See

[https://ncpe.gov.mt/en/Documents/Our\\_Publications\\_and\\_Resources/Resourses\\_and\\_Tools/Guidelines/inclusive\\_advertising.pdf](https://ncpe.gov.mt/en/Documents/Our_Publications_and_Resources/Resourses_and_Tools/Guidelines/inclusive_advertising.pdf).

## VIII. Reports

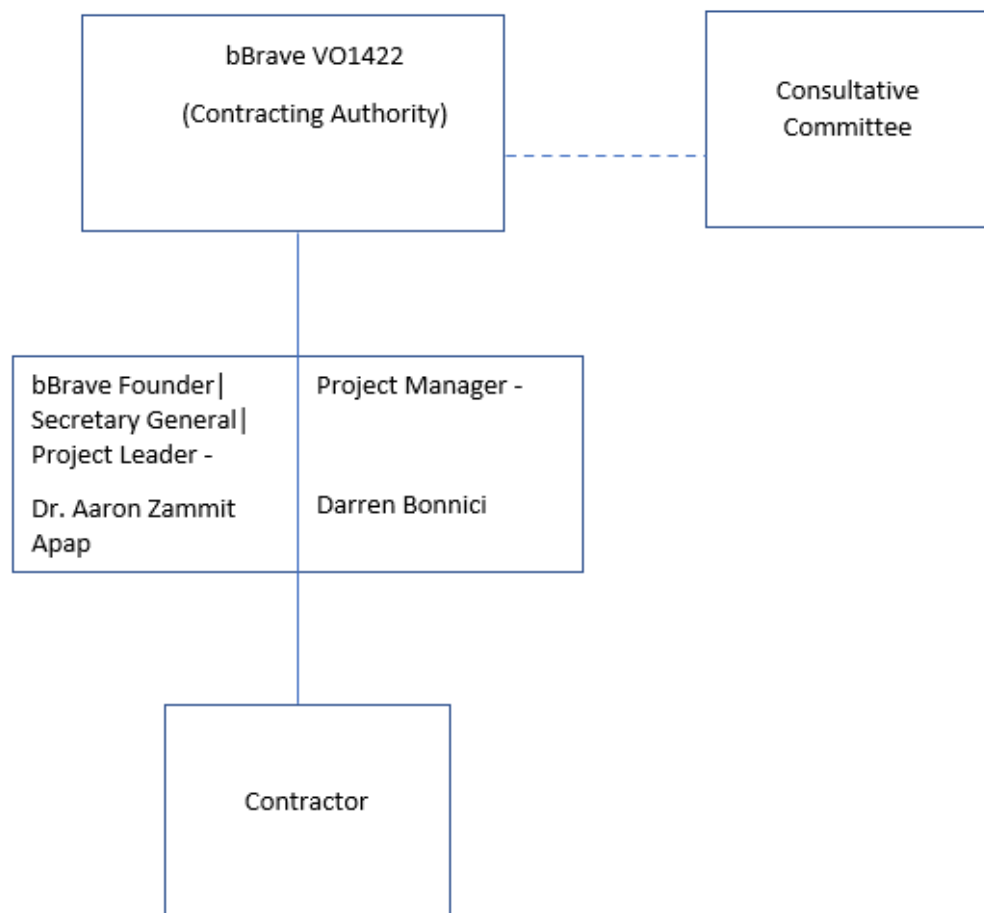
- The submission of Interim Progress Reports (See Section 8.1 - Definition of Indicators below);
- The production of a final report (at least 20 pages), which includes detailed commentary on how the campaign was carried out, data and statistics from campaign, demonstrating the effectiveness of the campaign, wherever this data is available (particularly with the online media).

### 4.3 - Project Management

#### 4.3.1 Responsible Body

The Contracting Authority is bBrave (VO 1422), Malta's anti-bullying NGO.

#### 4.3.2 Management Structure



As outlined in the above Chart, the Contractor will be directly responding to bBrave, and both the Project Leader and Project Manager will be representing bBrave.

## 5. Logistics and Timing

### 5.1 - Location

Malta.

### 5.2 - Commencement Date & Period of Execution

The intended commencement date shall be the date of the last signature on the contract, and the period of execution of the contract will be over thirty (30) days from this date.

## 6. Purposely left BLANK

## 7. Reports

### 7.1 - Reporting Requirements

Interim progress reports and the final report must be prepared in accordance with the requirements of Section 3 hereinabove.

There must be a final report and final invoice at the end of the period of execution. The draft interim progress reports and the final report must be submitted in line with the execution of contract timeline.

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

Interim progress reports referred to above must be submitted to the Project Leader and Project Manager identified in the contract. The progress reports must be written in English and submitted by email to the Project Leader and Project Manager. The Project Leader and Project Manager are responsible for approving the progress reports.

## 8. Monitoring and Evaluation

### 8.1 - Definition of Indicators

The main key performance indicators showing progress of the awareness campaign include the 'Interim Progress Reports' and the Final Report (see, *inter alia*, Section 4.2. VI. above).

#### A. Interim Progress Reports

The **interim progress reports** should be in line with the *Guidelines on the Communication and Visibility Requirements for Projects co-financed through European Union Funds* (see Doc 1N), where applicable.

The **interim progress reports** shall generally be submitted on a daily basis from when the campaign commences, or as agreed with bBrave in writing). They should contain, as a minimum:

- a. General update on the status of the work;
- b. Copies of published posts with relevant publication details, including engagement records where applicable;
- c. Any foreseen factors which may speed up or delay the work;
- d. Any other relevant information.

These interim reports must be submitted by email to the Project Leader and the Project Manager.

## B. Final Report

The **final report** should be in line with the *Guidelines on the Communication and Visibility Requirements for Projects co-financed through European Union Funds* (see Doc 1N).

The final report shall be split, which should be drafted in a format that will incorporate as a minimum:

- a. Executive summary;
- b. Introduction and Context;
- c. Summary of media types used and copies of publications made for each media;
- d. Summary of impact of campaign; and
- e. Any other relevant information.

This final report must be professionally designed by the Contractor, submitted in pdf e-copy and in 20 hard copies in colour and soft bound format (A4).

## SECTION 5 - SUPPLEMENTARY DOCUMENTATION

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

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

### ***5.3 - 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.

### ***5.4 - General Rules Governing Tendering for NGOs***

The contents of this procurement document complement the latest version of the General Rules Governing Tenders for NGOs (see [Doc 1M](#)) 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, where applicable (available from the Resources section of [www.etenders.gov.mt](http://www.etenders.gov.mt)).

## SECTION 6 -SUBMISSION CHECKLIST

### 1.1 - Checklist

The following checklist should assist Tenderers in ensuring that all required information and documentation is submitted:

- Tenderer's Technical Offer (Doc 1T)
- Declaration re the Minimum Hourly Workers' Cost (Doc 1A)
- Power of Attorney (*if applicable*) (Doc 1B)
- Information re Joint Venture/Consortium (*if applicable*) (Doc 1C)
- Ultimate Beneficiary Owner Sheet (*upon contract signature*) (Doc 1D)
- Declaration concerning exclusion grounds (Doc 1E)
- Declaration concerning Selection Criteria (Doc 1F)
- Key Experts Form (Doc 1G)
- Statement of Availability Form (Doc 1H)
- Self-declaration form for Key Experts (*relating to public employees*) (Doc 1I)
- Evidence that equality is mainstreamed within Tenderer's working procedures (*for Bidders which are entities only*)
- Detailed CVs of key persons proposed to work on the Project
- Proof of Qualifications of Key Expert/s
- Evidence of training in Statistics for Key Expert/s
- Professionals Declaration Form (*where applicable*) (Doc 1J)
- The Tender Form and Tenderer's Declaration (Doc 1K)
- Financial Bid Form (Doc 1L)
- Pen drive containing all documents submitted under this CfT in electronic easily-readable format



**This Project is being carried out with the support of:**



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