



**ENABLING INCLUSION
THROUGH EMPLOYMENT**
The Lino Spiteri Foundation

LSF/CFP/003

**REQUEST FOR PROPOSALS
For Provision of Services related to
LSF AWARENESS CAMPAIGN**

**Funded by the
Lino Spiteri Foundation**

**Kumpless Bice Mizzi Vassallo,
Alamein Road,
Pembroke PBK 1773
Tel: +356 2220 1701**

**October
2015**

Reference: LSF/CFP/003

REQUEST FOR PROPOSALS for the Provision of Services related to LSF AWARENESS CAMPAIGN

Details to be collected online:

www.linospiterifoundation.org
e-mail: hr@linospiterifoundation.org

All proposals, clearly marked ‘REQUEST FOR PROPOSALS’ for the Provision of Services related to LSF AWARENESS CAMPAIGN’, are to be sent by email to hr@linospiterifoundation.org by Friday the 30th October 2015 before 12.00 p.m.

Proposals must indicate an email address, in case any clarifications need to be communicated to all interested bidders.

Request for Proposals

With reference to the advert 'REQUEST FOR PROPOSALS for the Provision of Services related to LSF AWARENESS CAMPAIGN, and in terms of the conditions therein mentioned and those there to attached, I/We

.....
.....
.....

(Name of individual or firm making the Proposal to be entered in block letters) offer and bind myself/ourselves to provide the service in the Notice aforesaid in conformity with the Specification and Conditions relating thereto.

- 2. I/We hereby acknowledge that I am/we are fully cognizant of the contents of the aforesaid specification and conditions of the Proposal.

- 3. I/We undertake that this Proposal shall not be retraced or withdrawn for a period of **TWO** calendar month/s from the date of expiration of the period fixed for its delivery, inclusively, but shall remain binding and may be accepted by the Agency at any time during the said period of **TWO** calendar month/s, even by a verbal communication of the acceptance.

Signature

ID Card Number

Full Name (BLOCK LETTERS)

Name of Company or Partnership

Capacity to represent company or partnership

Contents

1. Introduction	5
2. Services required	5
3. Conditions and instructions	8
4. Evaluation process	9
5. Proposal Response Format	11

Appendices

Appendix I	Details of Bidder	13
Appendix II	General Conditions of Contract	14

Purpose of this RFP

The Lino Spiteri Foundation is seeking the services **for the Provision of an AWARENESS CAMPAIGN to raise the profile of the Foundation and its work in the community.**

1. Introduction

The Lino Spiteri Foundation (LSF) is a public purpose foundation with the aim to increase the employment of persons with disability and mental health in Malta and Gozo. It was launched on the 29th May 2015.

2. Services Required

Conditions and specifications for REQUEST FOR PROPOSALS for the Provision of Services related to an AWARENESS CAMPAIGN:

- a) The bidder shall be allocated the maximum sum of €20,000 (inclusive of VAT) to produce and carry out an information and promotional campaign intended to promote the various aspects of the Employment of Persons with Disability and Mental Health in Malta, over a period of 3-6months.*
- b) The bidder shall provide LSF with a comprehensive package on what strategies, media and materials shall be used, and how the public will be reached, in order to achieve the objectives set out in a strategic exploration meeting and agreed thereon.*
- c) The campaign should aim to reach the widest possible population of persons with a disability and mental health, as well as employers, in order to raise the awareness of the benefits of inclusive employment. Furthermore the campaign should raise the profile of the Foundation and it's importance as the facilitator of supported employment.*
- d) The bidder should also include zero/low cost 'value added' strategies that may include resources sourced through the Foundation.*
- e) The campaign must have impact indicators to evaluate its efficacy.*

3. Conditions and instructions

Interested bidders are to follow the following conditions and instructions:

3.1 Conditions

The LSF reserves the right not to select any proposal or not to select the least expensive proposal. Furthermore, it reserves the right to accept proposals in whole or in part, to discuss or negotiate different or additional terms to those envisaged in this REQUEST FOR PROPOSALS for the Provision of Services related to an AWARENESS CAMPAIGN, or

to amend and modify any terms of this REQUEST FOR PROPOSALS for the Provision of Services related to an AWARENESS CAMPAIGN.

Until a contract resulting from the REQUEST FOR PROPOSALS for the Provision of Services related to the AWARENESS CAMPAIGN is executed, the bidder must not disclose any details pertaining to their proposal and the selection process in whole or in part, to anyone not specifically involved in their proposal, unless written consent is secured from the LSF, prior to such disclosure.

The bidder shall not issue a news release or other public announcements pertaining to details of their proposal or the selection process without the prior written approval of the LSF.

3.2 Instructions for submitting the REQUEST FOR PROPOSALS for the Provision of Services related to the AWARENESS CAMPAIGN

Proposals shall be submitted in accordance with the format identified in **Section 5: Proposal Response Format**.

The REQUEST FOR PROPOSALS for the Provision of Services related to The AWARENESS CAMPAIGN is classified as an LSF Contract.

Any information or clarifications in connection with the REQUEST FOR PROPOSALS for the Provision of Services related to The AWARENESS CAMPAIGN:

Lino Spiteri Foundation
The Centre
181, Melita Street
Valletta, VLT 1129
Malta

During office hours from 8.00 a.m. and 4.00 p.m.

Tel: 21240041

e-mail: mcvs.msdc@gov.mt

Requests for additional information or clarifications are to be submitted in writing by email by not later than five (5) working days prior to the closing date of the REQUEST FOR PROPOSALS for the Provision of Services related to The AWARENESS CAMPAIGN. Submissions are to be forwarded by e-mail and each request will be acknowledged. Answers in writing will be circulated to all persons or entities that have shown interest in the REQUEST FOR PROPOSALS for the Provision of Services related to The AWARENESS CAMPAIGN not later than three (3) days prior to the date of receipt of REQUEST FOR PROPOSALS for the Provision of Services related to The AWARENESS CAMPAIGN except in the case of postponing the date for receipt of REQUEST FOR PROPOSALS or withdrawing the REQUEST FOR PROPOSALS for the Provision of Services related to The AWARENESS CAMPAIGN.

Bidders are to submit their REQUEST clearly marked '**REQUEST FOR PROPOSALS for the Provision of Services related to The AWARENESS CAMPAIGN**', on the Subject line of the email.

Together with the proposal, bidders must submit a schedule of all documents and materials forming part of the response including:

- 1. a detailed bio of the particular individual/s carrying out the work and**
- 2. a brief overview of previous related work.**

Proposals are to be emailed to the Lino Spiteri Foundation, by 12.00 p.m. (noon) Friday the 30th October 2015. Late submissions will not be considered.

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the rules of the Malta Arbitration Centre as at present in force. Any references in the attached General Conditions to other arbitration procedures shall not apply.

Any objections shall be made with the Lino Spiteri Foundation prior to the commencement of any of the services affected thereby.

3.3 Other requirements and conditions

- 3.3.1 The Bidder must adhere to the specifications given in this REQUEST FOR PROPOSALS for the Provision of Services related to The AWARENESS CAMPAIGN;
- 3.3.2 The Bidder must also ensure that the set objectives are reached in a consistent and timely manner;
- 3.3.3 The Bidder shall perform the services under the contract with due care, efficiency and diligence, in accordance with the best professional practice;
- 3.3.4 The Bidder 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 the Lino Spiteri Foundation. The Bidder and its staff shall maintain professional secrecy, for the duration of the contract and after completion thereof. In this connection, except with the prior written consent of the Lino Spiteri Foundation, neither the Bidder nor the personnel employed or engaged by it shall at any time communicate to any person or entity any confidential information disclosed to them or discovered by them;
- 3.3.5 For the period of execution of the contract, the Bidder and its personnel shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in the beneficiary country;
- 3.3.6 The Bidder 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 Lino Spiteri Foundation without delay;
- 3.3.7 Bidders who have been found to have seriously failed to meet their contractual obligations shall also be subject to financial penalties representing 10% of the total value of the Contract;
- 3.3.8 Any amendment of the contract must be set out in writing in an addendum, to be concluded on the same terms as the original contract. If the request for an amendment comes from the Bidder, the latter must submit such a request to the Lino Spiteri Foundation. Addenda are to be submitted to the Lino Spiteri Foundation for approval and signing;
- 3.3.9 The Bidder shall furnish any person authorized by the Lino Spiteri Foundation with such information relating to the services and the project as they may at any time request.

4. Evaluation process

4.1 The Evaluation Process will be carried out by an Adjudication Team appointed by the Lino Spiteri Foundation.

4.2 The Bidder may be requested to conduct a presentation of their proposal to further sustain their response. The Adjudication Committee reserves the right to visit the facilities offered and verify that they satisfy the needs of the activity.

4.3 The Adjudication Committee will score the bids individually, based on the following criteria:

Evaluation Criteria	% Weighting
1. the quality and STRATEGIC INSIGHT of the proposal submitted and the level of understanding of the services provided in terms of the needs of the LSF	20
2. the TRACK RECORD of the bidder in handling similar services. Evaluation shall be carried out on the basis of the additional documentation presented. (<i>i.e. list of past experience and entities to whom service was provided</i>)	10
3. the IMPACT of the campaign outputs, as defined by the bidder	45
4. COST of the proposal	25
Total Weighting	100

4.4 Negotiations will commence with the preferred Bidder. If these negotiations are not successful, the Lino Spiteri Foundation may decide to open negotiations with the other preferred Bidder. This process will be repeated as deemed necessary and/or appropriate. The Lino Spiteri Foundation may also decide to negotiate with more than one Bidder concurrently.

4.5 The Lino Spiteri Foundation has the right to negotiate changes, amendments or modifications to the proposal of the preferred Bidder, as submitted, without offering other Bidder the opportunity to amend their proposals.

4.6 The Lino Spiteri Foundation reserves the right not to award the contract to any of the potential Bidder.

4.7 In the case of failure in the negotiation process with the selected bidder, the Lino Spiteri Foundation reserves the right to initiate negotiations with the next favourable bidder.

5. Proposal response format

5.1 Schedule with reference to the Provision of Services related to The AWARENESS CAMPAIGN.

Name of Bidder: _____

	Item Description	Cost in €	Remarks

* Amount quoted in EUROS (€) and inclusive of VAT.

**APPENDIX I
DETAILS OF BIDDER**

Name of Bidder	
Address	
E-mail Address	
Tel. Nos.	
Fax Nos.	
Web Site	
Mobile Phone No.	
VAT Registration No.	
Signature	Date
ID. Card No.	

APPENDIX II GENERAL CONDITIONS OF CONTRACT

1. In these conditions and in any specifications or special conditions annexed hereto:
 - a) the word 'Foundation' shall mean the Lino Spiteri Foundation;
 - b) the word 'Executive Director' shall mean the official person/s appointed by and on behalf of the Foundation to inspect/audit the work when the Foundation decides to have inspection;
 - d) the word 'Board' shall mean the 'LSF Board of Directors';
 - e) the word 'Proposer' shall mean any person or persons whose Proposal for the work referred to shall be accepted by the Foundation;
 - f) the word 'work' shall also include articles of every description and materials of every kind in every stage of their preparation - to be supplied under the contract for the execution of the contract works;
 - g) the word 'Malta' shall have the meaning assigned to it by Section 126 of the Constitution;
 - h) the word 'variation' shall mean any increase or decrease in the quantity of works or any extra work required for the completion of the contract.
2. The Proposer shall indemnify the Foundation against all claims at any time on account of patent rights or royalties, whether for manufacture or for use in Malta. In the event of any claims being made against the Foundation in respect of which the Proposer is liable under this condition, the Proposer shall be notified thereof and may at his own expense conduct any litigation that may arise therefrom or any negotiations for settlement.
3. The Foundation shall have the power to require reasonable alterations in the work or any of its details, and, if such alterations do not involve extra expense, no payment shall be made in respect of them.
4. The Proposer shall not receive payment beyond the contract sum for any work which he may consider that payment should be made as an extra, unless such work shall have been ordered as extra work, or unless the Proposer, before commencing such

work, shall have claimed in writing that it should be paid for as an extra, and the Executive Secretary or the Foundation shall have certified in writing that the claim is reasonable and proper.

5. i) Subject to what is stated at clause 3 above, the Foundation shall make variations in the form, quality or quantity of the works or any part thereof that may in his opinion be necessary, and for that purpose or of for any other reason it shall in his opinion be desirable, shall have power to order the Proposer to do, and the Proposer shall do any of the following:

- a) increase or decrease the quantity of any work included in the contract;
- b) omit any such work;
- c) change the character or quality or kind of any such work;
- e) execute additional or extra work of any kind necessary for the completion of the works;

and no such variation shall in any way vitiate or invalidate the contract but the value (if any) of all such variations shall be taken into account in ascertaining the final amount of the contract sum.

Provided however that no such increase, decrease, alteration or omission made under this clause shall be such as to augment or diminish the entity of the contract by more than 20%.

ii) No such variation shall be made by the Proposer without an order in writing of the Foundation. Provided that no order in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this clause but is the result of quantities exceeding or being less than those stated in the agreement. Provided also that if for any reason the Foundation shall consider it desirable to give any such order verbally the Proposer shall comply with such order and any confirmation in writing of such verbal order given by the Foundation whether before or after the carrying out of the works, shall be deemed to be an order in writing within the meaning of this clause. Provided further that if the Proposer shall confirm in writing to the Foundation any verbal order, and such confirmation shall not be contradicted in writing by the Foundation, it shall be deemed to be an order in writing by the Foundation.

6. The Foundation shall determine the amount (if any) which should be added to or deducted from the sum named in the Proposal in respect of any extra or additional work done or omitted by its order. All such work shall be valued at the rates set out in the contract if the same rates shall be applicable. If the contract shall not contain any

rates applicable to the extra or additional works, then suitable prices shall be agreed upon between the Foundation and the Proposer. In the event of disagreement, the Foundation shall fix such prices as shall in its opinion be fair and reasonable.

Provided that no such increase of the contract sum shall be made unless as soon as after the date of the order as is practicable, and in the case of extra or additional work before the commencement of the work or as soon thereafter as is practicable, notice shall have been given in writing

- i) by the Proposer to the Foundation of his intention to claim any extra payment, or
 - ii) by the Foundation to the Proposer of Foundation's intention to fix a rate or price as the case may be.
7. In the event of additions being made, or for any other valid reason, the Foundation may, if it thinks it necessary, extend the time for delivery or completion for such period as it may consider reasonable and proper. The Proposer shall be informed in writing of any such extension.
8. Should there be any discrepancy between the agreement and the specifications, or any inconsistency or omission in either of them, reference must be made to the Executive Secretary or the Foundation for an explanation and the Proposer will be held responsible for any errors that may occur in the work through neglect of this precaution.
9. The Proposer shall deliver the whole of the work, complete in all its parts and furnished with every necessary detail and fitting, notwithstanding any omission or inconsistency in the contract drawings and specification.
10. Before proceeding to execute any work, the Proposer shall obtain the Executive Secretary's or the Foundation's approval of the manner in which the Proposer proposes to execute each portion of the work, and shall furnish such information as the Executive Secretary or the Foundation shall require.
11. The Proposer shall take all risks of accident or damage to the work, from whatever cause arising, and shall be responsible for the sufficiency of all means used by him for the fulfilment of the contract, and shall not be relieved from such responsibility by any approval which may have been given by the Executive Secretary or the Foundation.
12. The materials and fittings of every kind used are to be free from defects and, unless otherwise specified, are to be of the best description of their respective kinds. The

workmanship is to be of first class character, and the degree of finish such as the Executive Secretary or the Foundation shall require.

13. The Executive Secretary or the Foundation may adopt any means he may think fit to satisfy himself that the deliverables are as requested throughout the contract, either personally or by deputy, to inspect without giving previous notice, the entire work or any part thereof at every stage of progress and wherever the work, or any part thereof, may be in progress, he shall also have power subject to clauses 3, 4 and 5, above to amend or alter anything he may think fit and to reject any parts of the work of which he may disapprove.
14. Should the Proposer anticipate at any time during the execution of the contract that he will be unable to deliver the work within the contract time, he must at once give notice accordingly, in writing, to the Foundation explaining the cause of delay.
15. The contract time for delivery shall be the period or periods named in the Letter of Acceptance of Proposal and shall be reckoned from the date of receipt of the said letter or from the date of the order to start work whichever may be applicable.

Provided that any written order to start work shall be issued not later than six (6) weeks from the date of the Letter of Acceptance.

16. Any details, descriptions or other literature specified must be furnished by the Proposer with the first consignment of the work to which they refer, and payment will not be made by the Foundation until such deliverables have been furnished to the satisfaction of the Executive Secretary or the Foundation.
17. It shall not be lawful for the Proposer to transfer or assign the contract, directly or indirectly, or any part, share or interest in it or any amount due by the Foundation therefor, to any person or persons whomsoever, or to sublet the contract or any part of it, or to allow any portion of the work to be done otherwise than in his own establishment, without the written consent of the Foundation.
18. Payment will be made by the Foundation within a reasonable time after due completion of the works to the satisfaction of the same Foundation. Payment will be subject to any deductions to which the Proposer may have become liable under this contract.
19. If the work is not completed and delivered within the time specified in the contract, the Proposer shall be liable to a penalty as indicated in the conditions of contract. Provided that the Foundation may remit such penalty, wholly or in part, if it is satisfied that the delay could not have been avoided.

20. In the event of any difference of opinion arising between the Foundation and the Proposer, the dispute shall be referred to a committee composed of the unofficial members of the Contracts Committee, whose decision shall be final and binding. Provided also that such members of this committee shall in no way, directly or indirectly, have any interest in the contract in question.
21. Should the Proposer from any cause whatever, become unable or fail to carry on the contract with efficiency; or should he not progress with the work in the manner intended by the contract, or not have the work ready for delivery in conformity with the terms of the contract; or should his preparations for commencement and his subsequent rate of progress be so slow, from any cause whatever, that, in the opinion of the Foundation he will be unable to complete and deliver the work by the expiration of the specified period; or should he refuse or neglect to comply with the directions given him by the Foundation or in any other respect act contrary to the terms of the contract, then the Foundation shall have the power to declare the contract at an end, and the Proposer shall only be paid for such portion of the work as shall have been actually delivered at the date of such declaration, after deduction of any sum leviable under the conditions of the contract. When the work is Proposed for in a lump sum, the portion of the work that shall have been actually delivered at the date of such declaration will be valued by the Foundation which valuation after being approved by the Foundation, and subject to any deduction leviable under the conditions of the contract, shall be final.
22. The Proposer, shall, in addition, be liable to pay to the Foundation, or the Foundation shall be entitled to further deduct the value of any expense, loss or damage (including any difference between the contract price of the work to be done, under the contract, or of such portion thereof as may not have been delivered at the date of such declaration as aforesaid, and the price which the Foundation may have to pay for similar work provided in lieu of such portion as may not have been so delivered) which the Foundation may be put to or sustain by reason of, or in connection with the Proposer's breach of contract.
23. Should the Proposer abandon the work he may be liable to the provision of clause 22. The work may be considered to have been abandoned if the Proposer fails to commence it within 10 working days from the date of the commencement stipulated on the contract without previously obtaining permission from the Foundation.
24. Besides the penalties for delay envisaged in these conditions and without prejudice to all his other liabilities arising out of the contract, the Proposer shall also become liable to a penalty if the rate of progress of the work throughout the contract period is not satisfactory. The Proposer shall be considered to be in default if he fails to carry out every month at least 70% of the estimated monthly average progress. For the purpose of assessing such average progress the value of the contract shall be divided by the number of months stipulated in the contract period. Within each month the Proposer should complete works whose value is equivalent to the average progress

obtained as above. Hence in the case of contracts having a completion period of 6 or more months, no penalty shall be imposed in respect of the first month from the date of allocation of the contract. Should the Proposer's progress fail below the minimum percentage progress, he will become liable to a penalty equivalent to 2% of the value of the contract in respect of every month during which progress is below standard. If the Proposer completes the whole contract within the stipulated period, the Foundation may consider the refund of any penalties the Proposer may have incurred for slow monthly progress.

26. It shall be lawful for the Foundation to reject without the necessity of prior legal proceedings any consignment of work or part thereof, which in its opinion does not possess the qualities or does not conform to the standard required under the contract and to obtain it elsewhere, or have it replaced at any price, and on Proposer's account, should the latter fail to replace the articles or the work rejected within the time allowed for the purpose by the Foundation.
27. Without prejudice to the Foundation'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 Proposer, in each case, liable to a deduction by way of damages of 5 per cent of the value of the contract with regard to each particular infringement, but not necessarily with regard to all infringements, to claim actual damages incurred.
28. The Foundation is not bound to accept the lowest or any Proposal.
29. The Foundation reserves the right of accepting any Proposal wholly or in part, or of dividing the contract among two or more Proposers.
30. The award of the contract does not exonerate the Proposer from the obligation of obtaining any other permit and/or licence that may be required under any law, principal or subsidiary, in force in Malta from time to time.
31. This contract shall be, and be deemed to be a Maltese contract and shall be governed by and construed according to the laws for the time being in force in Malta. Notwithstanding any other disagreement or claims, the Maltese Courts shall have exclusive jurisdiction to hear and decide on the merits of the matter in dispute.