

Project Reference VOPS 10/2022



Din l-Art Helwa
NATIONAL TRUST OF MALTA

Tender for the
Design and development of an objections platform, GDPR
audit, and social media marketing campaign required
for *Din l-Art HelwaAlert*

| | | |
|--------------------------------|-------------------------|----------------|
| Date Published | <i>27 November 2022</i> | |
| Deadline for Submission | <i>23 December 2022</i> | <i>1200hrs</i> |
| Tender Opening | <i>2 January 2023</i> | <i>1200hrs</i> |



This project has been funded through the Voluntary Organisations Project Scheme managed by the Malta Council for the Voluntary Sector supported by the Ministry for Inclusion, Voluntary Organisations and Consumer Rights (MIVC)

TABLE OF CONTENTS

| | |
|--|-----------|
| SECTION 1 – INSTRUCTIONS FOR TENDERERS | 3 |
| 1.1 General Instructions | 3 |
| 1.2 Timetable | 4 |
| 1.3 Lots | 4 |
| 1.4 Variant Solutions | 4 |
| 1.5 Financing | 4 |
| 1.6 Clarification Meeting | 4 |
| 1.7 Selection Criteria | 4 |
| 1.8 Explanations/Clarification Notes Concerning the Tender | 5 |
| 1.9 Currencies of Tender and Payments | 5 |
| 1.10 Presentation and Submission of Tenders | 6 |
| 1.11 Alterations and Withdrawal of Tenders | 6 |
| 1.12 Opening of Tenders | 7 |
| 1.13 Secrecy of the Procedure | 7 |
| 1.14 Tender Evaluation Process | 7 |
| 1.15 Criteria for Award | 8 |
| 1.16 Right of Din l-Art Helwa to Accept or Reject any Tender | 8 |
| 1.17 Appeals | 9 |
| 1.18 The Letter of Acceptance | 9 |
| 1.19 Period of Delivery | 10 |
| SECTION 2 – TECHNICAL SPECIFICATIONS | 11 |
| 2.1 Contract Objective | 11 |
| 2.2 Delivery Period | 11 |
| 2.3 Specifications | 11 |
| 2.3.1 Development of Objections Portal | 11 |
| 2.3.2 GDPR and Technical Measures Audit | 13 |
| 2.3.3 Social Media Campaign | 14 |
| 2.4 Additional Terms and Conditions | 15 |

| | | |
|----------------------------------|---|----|
| 2.4.1 | Key Experts | 15 |
| 2.4.2 | Delivery of System and Other Deliverables | 16 |
| 2.4.3 | Bid Bond | 16 |
| 2.4.4 | Payment Terms | 16 |
| SECTION 3 – TENDER FORM | | 17 |
| SECTION 4 – FINANCIAL BID | | 20 |

SECTION 1 – INSTRUCTIONS FOR TENDERERS

1.1 General Instructions

1.1.1 In submitting a tender, the tenderer accepts in full and in its entirety, the content of this tender document, including subsequent clarifications issued by Din l-Art Ħelwa (“DLH”), whatever their own corresponding conditions may be, which he hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document.

No account can be taken of any reservation in the tender as regards the tender document; any disagreement, contradiction, alteration or deviation shall lead to the tender offer not being considered any further.

Prospective tenderers must submit their response to this tender as indicated in Clause 1.10 of this document.

1.1.2 The subject of this tender is the design and development of an objection platform, General Data Protection Regulation (“GDPR”) Audit and Social Media Marketing campaign for the project Din l-Art ĦelwaAlert 10/2022. This Din l-Art ĦelwaAlert 10/2022 is implemented by DLH and is funded through the Voluntary Organisations Project Scheme managed by the Malta Council for the Voluntary Sector.

1.1.3 The deliverables shall be delivered by not later than the 24 February 2023. The time-limits for delivery shall be between four to five (4-5) weeks from the date of the signing of the Letter of Acceptance.

1.1.4 This is a lump-sum contract.

1.1.5 This call for tenders is being issued under an open procedure.

1.1.6 The tenderer will bear all costs associated with the preparation and submission of the tender. DLH will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.

1.2 Timetable

| | Date | Time |
|--|------------------|---------|
| Deadline for request for additional information from Din l-Art Ħelwa | 16 December 2022 | 1200hrs |
| Clarification meeting | N/A | N/A |
| Deadline for submission of tenders | 23 December 2022 | 1200hrs |
| Tender opening session | 2 January 2023 | 1200hrs |
| <i>*All times Central European Time (CET)</i> | | |

1.3 Lots

- 1.3.1 This tender is not divided into lots, and tenders must be for all deliverables indicated.

1.4 Variant Solutions

- 1.4.1 No variant solutions will be accepted. Tenderers must submit a tender in accordance with the requirements of the tender document.

1.5 Financing

- 1.5.1 This project has been funded through the Voluntary Organisations Project Scheme managed by the Malta Council for the Voluntary Sector.
- 1.5.2 The beneficiary of the financing is Din l-Art Ħelwa (VO/0008), and all fiscal receipts shall be addressed to the same organisation.
- 1.5.3 The budget allocated for this procurement must not exceed the maximum cost of item/service as per estimated budget in euro, which is thirty five thousand euro (€35,000) inclusive of all applicable taxes.

1.6 Clarification Meeting

- 1.6.1 No clarification meeting will be held.

1.7 Selection Criteria

- 1.7.1 In order to be considered eligible for the award of the contract, tenderers must provide evidence that they meet or exceed certain minimum criteria described hereunder.
- 1.7.2 Financial and economic standing - No evidence of financial and economic standing is required.
- 1.7.3 Proof of technical capacity - The tenderer shall present documentation related to key experts as listed in Clause 2.4.1.

1.8 Explanations/Clarification Notes Concerning the Tender

- 1.8.1 Tenderers may submit questions in writing to DLH by sending an email to admin@dinlarthelwa.org until 16 December 2022. DLH shall reply to all tenderers' questions, and amend the tender documents by publishing clarification notes, up to at least three (3) calendar days before the deadline for submission of tenders.
- 1.8.2 Questions and answers, and alterations to the tender document will be sent to all prospective bidders by email. Clarification notes will constitute an integral part of the tender documentation, and it is the responsibility of tenderers to check their respective email account in order to obtain the latest information published prior to submitting their Tender.
- 1.8.3 Prospective tenderers are required to register their respective contact details at admin@dinlarthelwa.org so that any clarifications/communications pertaining to this tender procedure will be communicated to them in due time as per tender document. DLH shall not be held responsible for any misdemeanour if this condition is not adhered to.
- 1.8.4 DLH may, at its own discretion, as necessary, extend the deadline for submission of tenders to give tenderers sufficient time to take clarification notes into account when preparing their tenders.

1.9 Currencies of Tender and Payments

- 1.9.1 The currency of the tender is the euro (€). The bids must be expressed in euro (€).

- 1.9.2 Payments will be made upon certification of works by DLH, based on the invoice issued by the successful tenderer, in accordance with the timeframes, terms and conditions of the contract.

1.10 Presentation and Submission of Tenders

- 1.10.1 The tender must comprise the following duly completed documents, inserted in a single, sealed envelope marked as Tender ‘Din l-Art HelwaAlert 10/2022’:

- (i) Tender Form (refer to Section 3);
- (ii) Tenderer’s technical offer in response to specifications outlined in Section 2. Including all relevant literature with regard to Key Experts; and
- (iii) A financial bid calculated on a basis of Delivery Duty Paid (“DDP”) for the works/supplies tendered (refer to Section 4).

- 1.10.2 The tenderer's submission must be typed in, or handwritten in indelible ink. Any pages on which entries or corrections to their submission have been made must be initialled by the person or persons signing the tender. All pages must be numbered consecutively by hand, machine or in any other way acceptable to DLH.

- 1.10.3 All tenders must be received by not later than 23 December 2022 at 1200 hrs and must be delivered at: Din l-Art Helwa, 133 Melita Street Valletta VLT 1123, Malta.

The tenders should be hand delivered or delivered by official postal (registered mail) or courier service. Tenders submitted by any other means (e.g. email) will not be considered.

- 1.10.4 No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

1.11 Alterations and Withdrawal of Tenders

- 1.11.1 Tenderers may alter or withdraw their tenders by written notification prior to DLH. No tender may be altered after the deadline for submission.

- 1.11.2 Any notification of alteration or withdrawal must be prepared, sealed, marked and submitted in accordance with Clause 1.10, and the envelope must also be marked with “alteration” or “withdrawal”.

1.12 Opening of Tenders

- 1.12.1 Tenders will be opened by DLH during a public session at the organisation’s head office in Valletta. A ‘Summary of Tenders Received’ will be published on DLH’s website: dinlarthelwa.org.
- 1.12.2 During the opening of the tenders, the tenderers' names, the tender prices and any other information DLH may consider appropriate, will be made available.
- 1.12.3 Envelopes marked “withdrawal” will be read out first and returned to the tenderer.
- 1.12.4 Reductions or alterations to tender prices made by tenderers after submission will not be taken into consideration during the analysis and evaluation of tenders.

1.13 Secrecy of the Procedure

- 1.13.1 After the opening of the tenders, no information about the examination, clarification, evaluation or comparison of tenders or decisions about the contract award may be disclosed before the notification of award.
- 1.13.2 Information concerning checking, explanation, opinions and comparison of tenders and recommendations concerning the award of contract, may not be disclosed to tenderers or any other person not officially involved in the process unless otherwise permitted or required by law.
- 1.13.3 Any attempt by a tenderer to approach any member of the Evaluation Committee/DLH directly during the evaluation period will be considered legitimate grounds for disqualifying their tender.

1.14 Tender Evaluation Process

- 1.14.1 The Evaluation Committee will check the administrative and technical compliance of each tender. Tenders which are administratively and technically compliant will be evaluated financially.

1.15 Criteria for Award

- 1.15.1 The sole award criterion will be the price. The contract will be awarded to the cheapest priced tender satisfying the administrative and technical criteria.

1.16 Right of Din I-Art Helwa to Accept or Reject any Tender

- 1.16.1 DLH reserves the right to accept or reject any tender and/or to cancel the whole tender procedure and reject all tenders. DLH reserves the right to initiate a new invitation to tender.

- 1.16.2 DLH reserves the right to conclude the contract with the successful tenderer within the limits of the funds available. It can decide to ask for a discount from the cheapest compliant tenderer.

- 1.16.3 Cancellation may occur where:

- a) the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all;
- b) the economic or technical parameters of the project have been fundamentally altered;
- c) exceptional circumstances or force majeure render normal performance of the project impossible;
- d) all technically compliant tenders exceed the financial resources available;
- e) there have been irregularities in the procedure, in particular where these have prevented fair competition.

In no circumstances will DLH be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a tender, even if DLH has been advised of the possibility of damages. The publication of a contract notice does not commit DLH to implement the programme or project announced.

1.17 Appeals

- 1.17.1 DLH shall publish a notification on its website indicating the awarded contract, the financial aspect of the award and the name of the successful tenderer. DLH shall, by electronic means, inform the tenderers concerned of the publication of the award. DLH will be precluded from concluding the contract during the period allowed for the submission of appeals.

The award process shall be completely suspended if an appeal is eventually submitted.

- 1.17.2 Any tenderer who is aggrieved by the award indicated by DLH may, within five (5) working days from the publication of the notice, file a letter of objection, together with a deposit, with DLH clearly setting forth any reason for their complaint. A deposit of four hundred euro (€400) must be made.
- 1.17.3 After the expiry of the period allowed for the submission of a complaint DLH shall deliver the letter of complaint, the deposit receipt and all documents relating to the contract in question to a Review Board who shall examine the matter in a fair and equitable manner. In its deliberation the Review Board shall have the authority to obtain, in any manner it deems appropriate any other information not already provided by DLH. The Review Board shall determine the complaint by upholding or rejecting it. The written decision of the Review Board shall be published on DLH's website.

1.18 The Letter of Acceptance

- 1.18.1 After the lapse of the appeals period, and pending that no objections have been received and/or upheld, the successful tenderer may be invited to clarify certain contractual questions raised therein. Such clarification will be confined to issues that had no direct bearing on the choice of the successful tender. The outcome of any such clarifications will be set out in a Memorandum of Understanding, to be signed by both parties and incorporated into the Letter of Acceptance.
- 1.18.2 Within five (5) working days of receiving the Letter of Acceptance (against acknowledgment of receipt) from DLH, the successful tenderer will sign and date a copy of the Letter of Acceptance, and return it to DLH.

- 1.18.3 If the selected tenderer fails to sign and return the copy of the Letter of Acceptance and other required documentation within the prescribed seven (7) calendar days, DLH may consider the acceptance of the tender to be cancelled.

The tenderer whose tender has been evaluated as second cheapest may be recommended for award, and so on and so forth.

- 1.18.3 Only the signed Letter of Acceptance will constitute an official commitment on the part of DLH, and activities may not begin until the Letter of Acceptance has been signed both by DLH and the successful tenderer.

1.19 **Period of Delivery**

- 1.19.1 The period of delivery indicated in Clause 1.1.3 of the Instructions to Tenderers commences from the date of the last signature of the Letter of Acceptance, or as otherwise instructed by such document.

SECTION 2 – TECHNICAL SPECIFICATIONS

NOTE: Where in this tender document a standard is quoted, it is to be understood that Din l-Art Helwa will accept equivalent standards. However, it will be the responsibility of the respective bidders to prove that the standards they quoted are equivalent to the standards requested by Din l-Art Helwa

2.1 Contract Objective

2.1.1 This tender is for the design and development of an objection platform, GDPR Audit and Social Media Marketing campaign for the project Din l-Art HelwaAlert 10/2022. This project has been funded through the Voluntary Organisations Project Scheme managed by the Malta Council for the Voluntary Sector.

2.2 Delivery Period

2.2.1 The delivery Period shall be between four to five (4-5) weeks from date of signature of the Letter of Acceptance, and shall be no later than 23 February 2023.

2.3 Specifications

2.3.1 Development of Objections Portal

This portal will be a one-stop-shop for those wishing to object to any contested developments identified by DLH. Such projects are considered to be of significant negative effect to the Maltese landscape, protected areas and but not limited to Outside Development Zones (“ODZ”) areas.

This portal will provide a list of all open objections identified by DLH, and offer an easy way to the general public to participate by submitting their objections to such a development. A search function will help users to search for a particular objection, all objections will be categorised using a number of filters. Objections will also be plotted on a map of the Maltese islands to make it much easier to identify the location of each objection. This will make it easier for members of the public to identify especially those objections that are closer to home. An archive of closed objections and their outcome shall also be provided for those wishing to look into previous work. The platform will also provide crucial information about the objection, such as when the

deadline is, and how many people have already objected. This will motivate users to object, and increase the Click Through Rate of the platform.

Anyone can use the platform to submit their objections. Members of DLH will have their details automatically generated, and can also choose to be notified when new objections in their areas of interest are added. Registered users will be able to access their history of objections they have signed.

Selection of Applications to be objected to: DLH's team of architects and planning experts will select those projects which are deemed most critical and should be avoided at all costs. This is being done to ensure that DLH has the necessary resources to handle the objections being objected to on the portal.

When objecting, the public will select the project they want to object, enter minimum contact details and the system will send a personalised email to the Planning Authority with the objection.

The successful tenderer will be tasked with developing this project idea into an online platform. This will involve a number of initial project meetings to ensure that they understand the full requirements of the system.

Mobile Device Compatible: The platform must be fully mobile friendly and work well with all the latest mobile devices including smartphones and tablets.

The supplier is to submit wireframe designs of the system to DLH, and further User Experience/User Interface ("UX/UI") development will only proceed upon approval by DLH. Development of the backend of the system must be in PHP and built on a MySQL database.

Integration with MailChimp: The system will be integrated with mailchimp so that subscribers can be informed of any objections they would like to be notified about. This will be done through a subscription form which will allow the user to select if there is a specific region that they would like to receive alerts about – there will be three regions:

- Region 1 – Malta South;
- Region 2 – Malta North; and
- Region 3 – Gozo and Comino.

Users can also opt to receive alerts about all three regions. Supplier is to set up and integrate MailChimp as a mass emailing system, prepare two templates to be used by DLH to alert users about objections. The system must be fully GDPR compliant.

Quality Assurance and Approval: The system will be thoroughly tested and approved by DLH before launching.

Training: Once the platform is launched, DLH will take over the complete running of the platform. The supplier is to provide extensive training on how to:

- Maintain the platform through the supplied content management system – upload new sites for objections, add coordinates to place on the map for plotting, enter criteria to allow filtering; and
- Create and manage main promotional banners on the homepage.

Maintenance: Supplier is to provide a maintenance contract made up of a bundle of eighty (80) hours, that will be used to make sure that the platform backend is kept up to date and secure with the latest software patches and updates. A clear service level agreement highlighting response time and methodology for critical updates and normal routine updates is to be provided.

2.3.2 GDPR and Technical Measures Audit

The supplier shall carry out a complete audit of the platform's compliance with GDPR obligations. This will consist of a technical audit of the platform's integrity and security measures, and of a procedural audit which examines the processes of the platform and ensures that they are compliant. A thorough privacy policy, cookie policy, data processing agreements, and other necessary documents will be drafted and internal processes will be amended as necessary.

The technical audit shall consist of the following:

1. Analysis of data collection points;
2. Analysis of data collected;
3. Analysis of data processing flows;
4. Analysis of technical measures in place;
5. Analysis of security measures in place; and

6. Recommendations.

The procedural audit shall consist of the following:

1. Analysis of internal processes for the collection, transfer, and storage of data;
2. Analysis of internal access policies;
3. Analysis of procedures for back-ups;
4. Analysis of other relevant internal policies; and
5. Recommendations.

2.3.3 Social Media Campaign

The Supplier is to prepare a social media campaign to cover the six (6) months after the launch of the platform. The main objectives of this campaign are to:

1. Inform the public of the existence of the platform; and
2. Promote certain projects being presented on the platform for objections by the public.

Deliverables

1. Social Media Campaign for six (6) months post launch. The plan should include audience segmentation, best social media platforms to target and methodology to be used in the implementation of this plan.
2. Plan and implement the approved social media campaign over a six (6) month period which includes:
 - a. Design of weekly posts on the main DLH social media;
 - b. Creation of social media post copy;
 - c. Scheduling of all social media posts;
 - d. Creation of six (6), thirty-second animated adverts;
 - e. Advertisement placement;
 - f. Social media budget management; and
 - g. The tenderer must budget in their proposal a six (6) month budget of five hundred euro (€500) payable directly to social media platforms net of any commissions due.

3. Provide monthly reports to DLH which are to give a brief resume of the works carried out throughout that period, including a breakdown of how the hours of work were allocated, boosting paid for, targets reached, social media platform statistics and list of completed jobs throughout the three-month period and any other information required by DLH.

2.4 Additional Terms and Conditions

2.4.1 Key Experts

The supplier must include in the submitted proposals CVs and certificates of qualifications of the four key experts as indicated below:

2.4.1.1 Project manager

The project manager will be responsible for ensuring the project is delivered in strict accordance to the delivery timelines identified in the project. This key expert must have at least five (5) years experience in managing major projects similar or bigger in nature to this project. MQF level 7 in management, communications or related fields is required

2.4.1.2 GDPR expert

The GDPR expert will be responsible for providing the deliverables listed in Clause 2.3.2. This key expert must be experienced in GDPR, and qualifications in data protection and cybersecurity are considered an asset. MQF level 7 in law or related fields, and a warrant to practise law in Malta is required.

2.4.1.3 UX/UI designer

The UX/UI design will be responsible for the development of an easy to use and navigate front end of the platform. This key expert must have at least five (5) years experience in website development. MQF level 6 or equivalent in web design, web development, graphic design, media design, or related fields is required

2.4.1.4 System Programmer

The system programmer will be responsible for connecting the UX/UI frontend system into the backend system and content management system. MQF level 6 or equivalent in IT engineering, software development, or related fields is required

2.4.2 Delivery of System and Other Deliverables

Delivery of the completed system and all other deliverables as highlighted above must not exceed the 24 February 2023. Late deliveries will incur a penalty of five hundred euro (€500) per day.

2.4.3 Bid Bond

A bid bond of five hundred euro (€500) is to be submitted with the tender reply.

2.4.4 Payment Terms

| Event | Amount Paid |
|--|-----------------------------------|
| Signing of Letter of Acceptance | Fifty percent (50%) |
| Delivery of specified deliverables and acceptance by DLH | Fifty percent (50%) |
| Total | One hundred percent (100%) |

SECTION 3 – TENDER FORM

10/2022 Tender for the design and development of an objection platform, GDPR Audit and Social Media Marketing campaign for the project Din l-Art HelwaAlert 10/2022

A. TENDER SUBMITTED BY:

| | | | |
|----------------|--|----------------|--|
| Name | | Surname | |
| Email | | Phone | |
| Address | | | |

B. CONTACT PERSON FOR THIS TENDER:

| | | | |
|----------------|--|----------------|--|
| Name | | Surname | |
| Email | | Phone | |
| Address | | | |

C. TENDERER'S DECLARATIONS

To be completed and signed by the tenderer (including each partner in a consortium).

In response to your letter of invitation to tender for the above contract, we, the undersigned, hereby declare that:

1. We have examined, and accept in full and in its entirety, the content of this tender document (including subsequent Clarifications Notes issued by Din l-Art Helwa) for invitation to tender for the design and development of an objection platform, GDPR Audit and Social Media Marketing campaign for the project Din l-Art HelwaAlert 10/2022
2. We hereby accept the contents thereto in their entirety, without reservation or restriction. We also understand that any disagreement, contradiction, alteration or deviation shall lead to our tender offer not being considered any further.
3. We confirm that the Grand Total Price of our tender (inclusive of duties, other taxes/charges, Eco-Contribution (if any) and any discounts) is according to the sum stipulated in Clause 1.5.3 of the tender document.
4. This tender is valid for a period of three (3) weeks from the final date for submission of tenders.
5. We are not bankrupt or under an administration appointed by the Court, or under proceedings leading to a declaration of bankruptcy. We also declare that we have not been convicted criminally or found guilty of professional misconduct. Furthermore, we are up to date in the payment of social security contributions and other taxes.
6. We accept that we shall be excluded from participation in the award of this tender if any required compliance certificates in respect of declarations made under Clause 5 of this declaration are not submitted by the indicated dates.
7. We will inform Din l-Art Helwa immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any false, inaccurate, or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the Government of Malta and the European Communities.

8. Our tender submission has been made in conformity with the Instructions to Tenderers, and in this respect we confirm that the following documentation has been included:

- Tender Form (Section 3);
- Technical Offer (in response to specifications outlined in Section 2) including Key Experts documentation (outlined in Clause 2.4.1 of the tender document); and
- Financial Bid (Section 4).

9. We note that Din l-Art Helwa is not bound to proceed with this invitation to tender and that it reserves the right to cancel the contract. It will incur no liability towards us should it do so.

Name and Surname:

I.D. / Passport Number:

Signature of tenderer:

Duly authorised to sign this tender on behalf of:

Company/Lead Partner VAT No (*if applicable*)

Stamp of the firm/company:

Place and date:

SECTION 4 – FINANCIAL BID

10/2022 Tender for the design and development of an objection platform, GDPR Audit and Social Media Marketing campaign for the project Din l- Art HelwaAlert 10/2022

| | Amount in Euro (€) |
|---|--------------------|
| Design and development of an objection platform, GDPR Audit and Social Media Marketing campaign for the project | |
| VAT | |
| Total Cost & VAT* | |
| Registration Tax | |

** The budget allocated for this procurement must not exceed thirty five thousand euro (€35,000) inclusive of all applicable taxes.*

The successful bidder shall be bound to conform in all respects with VAT legislation and regulations.

Signature:

.....

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

Date: