

IMPORTANT NOTE

Submission of e-Tenders

Tenders must be submitted by registered Economic Operators.

EPPS users holding a sole trader account are kindly reminded that their account can only be used to submit tenders under their sole trader's name and not on behalf of any other organisation.

In case a tender needs to be submitted by any other type of Economic Operator (e.g. Company/Joint Venture/Consortium), an account needs to be created either through the ePPS or e-ID as per Terms of Use for Economic Operators and only this account must be used to submit the tender.

In the case where a person requires to submit a tender on behalf of an entity which may be an organisation or Joint Venture/Consortium, the submission must be performed through the account of the entity. The latter must assign the person an account to perform the submission on its behalf, if the person is not already assigned. The entity will be considered as the economic operator submitting the tender.

Economic Operators are reminded that ONLY in the case of New Account Registrations, irrespective of the type and form of the Economic Operators, they have a choice between registering either directly through the ePPS at www.etenders.gov.mt or through the e-ID Service via the MyGov website at www.mygov.mt. In the case of the latter, Economic Operators must qualify for e-ID as per the ePPS Terms of Use for Economic Operators.

Prospective Bidders are reminded that when submitting more than one option for a particular CFT, they should submit multiple tenders.

Prospective Bidders are reminded to follow the above instructions and other instructions in the Terms of Use of the e-procurement system (ePPS) and the Manual for Economic Operators available under the 'Help' tab of the epps homepage.

The Department of Contracts reserves the right to disqualify Economic Operators who do not abide by the above instructions.

Submission of Financial Offer

Tenderers must quote all components of the price inclusive of taxes/charges, customs and import duties and any discounts BUT excluding VAT. VAT shall be paid in accordance with the current VAT regulations.



REFERENCE NUMBER: MJCL/MPU/142/2018 Part 1

THE PROVISION OF A CONSULTANT TO DRAFT AN INFORMATION SECURITY POLICY AND BUSINESS CONTINUITY PLAN FOR MCCA


Date Published: 5th December 2018

Deadline for Submission: 11th January 2019 at 09:30am CET

Tender Opening: 11th January 2019 at 10:00am CET

IMPORTANT

Clarifications shall be uploaded and will be available to view/download from www.etenders.gov.mt

 This e-tender does not require print-outs from this document. Please consider your environmental responsibility before printing.

Ministerial Procurement Unit
Ministry for Justice, Culture and Local Government

123, St. Lucy Street, Valletta, Malta – Tel +356 23346200 Email tenders.mjcl@gov.mt

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## SECTION 1 - INSTRUCTIONS TO TENDERERS

### 1. General Instructions

- 1.1 In submitting a tender (unless otherwise indicated, a tender offer above 100MB will not be accepted by the system (ePPS), the tenderer accepts in full and in its entirety, the content of this tender document, including subsequent Clarifications issued by the Central Government Authority/Contracting Authority (CGA/CA), 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 latest version of the General Rules Governing Tenders applicable on the date of the publication of this tender, the Terms of Use and the Manual for Economic Operators applicable to Government's e-Procurement Platform (available from [www.etenders.gov.mt](http://www.etenders.gov.mt)).

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

Prospective tenderers must submit their response to this tender online, at [www.etenders.gov.mt](http://www.etenders.gov.mt), by completing the prescribed tender response format using the Tender Preparation Tool (TPT) provided by the System. Please note that the TPT was recently updated. This means that anyone who has downloaded the TPT in the past will need to download this tool again. If this is not done, the tender package, created using the old version of the tool, will not be accepted by the e-tenders portal. Therefore, to avoid the inconvenience of having the tender package rejected, please make sure that you fill in the tender structure using the latest version which can be downloaded from the <http://www.etenders.gov.mt> portal. In case of any discrepancy between the requirements contained in this document and those in the tender response format (xml tender structure), the latter shall prevail.

Prospective tenderers take full responsibility to submit their electronic tender response (offer) well before the tender submission deadline in order to avoid last minute upload restrictions. Tender offers must be fully uploaded/accepted by the ePPS prior to the deadline for submission of offers, that is, tenders in transit upon tender submission deadline will be rejected.

**Note:**

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

- 1.2 The subject of this tender is of the following services:
- THE PROVISION OF A CONSULTANT TO DRAFT AN INFORMATION SECURITY POLICY AND BUSINESS CONTINUITY PLAN FOR MCCA
- 1.3 The place of acceptance of the services shall be MCCA, Mizzi House, National Road Blata l-Bajda, the time-limits for the execution of the contract shall be nine(9) months

from the last signature date of the contract, and the INCOTERM<sup>2010</sup> applicable shall be **Delivery Duty Paid (DDP)**.

- 1.4 This is a global price for service contracts
- 1.5 This call for tenders is being issued under an open procedure.
- 1.6 This call for tenders is not a reserved contract.
- 1.7 The Contracting Authority for this tender is MCCA within the Ministry for Justice, Culture and Local Government.

## 2. Timetable

|                                                                                                                                                                                                                     | DATE                           | TIME     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|----------|
| Clarification Meeting/Site Visit (Refer to Clause 6.1)                                                                                                                                                              | 11 <sup>th</sup> December 2018 | 11:00am  |
| Workshop (Refer to Clause 6.2)                                                                                                                                                                                      | Refer to 6.2                   | -        |
| Deadline for request for any additional information from the Contracting Authority<br><br>Clarifications by registered users to be sent online through <a href="http://www.etenders.gov.mt">www.etenders.gov.mt</a> | 3 <sup>rd</sup> January 2019   | 09:30am  |
| Last date on which additional information can be issued by the Contracting Authority                                                                                                                                | 7 <sup>th</sup> January 2019   | 09:30am  |
| Deadline for Submission of Tenders (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)                                                                                     | 11 <sup>th</sup> January 2019  | 09:30ama |
| Tender Opening Session (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)                                                                                                 | 11 <sup>th</sup> January 2019  | 10:00am  |

\* 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 cannot be applied for departmental tenders.

## 5. Financing

- 5.1 The project is financed from local budget funds.

## 6. Clarification Meeting/Site Visit/Workshop

- 6.1 A clarification meeting will be held on the date and time indicated in Clause 2, at MCCA Mizzi House, National Road, Blata l-Bajda to answer any questions about the tender document which have been forwarded in writing, or raised during the same

clarification meeting. Minutes will be taken and these will be published online as Clarification notes.

Individual meetings by prospective bidders cannot be held or permitted.

- 6.2 Economic operators may register to attend a workshop that will be organised in collaboration with the Institute for Public Services (Ex-CDRT: Centre for Development, Research and Training) at San Salvatore Bastion, Sa Maison Road, Floriana FRN1610. During this workshop, economic operators will be given the opportunity to familiarise themselves with Government's e-Procurement platform.

Economic operators are to register to attend this workshop by sending an email on [etenders@gov.mt](mailto:etenders@gov.mt) with the name, surname, role within the organisation, and contact details (telephone and email address) of the nominated person.

## **7. Selection and Award Requirements**

In order to be considered eligible for the award of the contract, economic operators must provide evidence that they meet or exceed certain minimum criteria described hereunder.

### **(A) Eligibility Criteria**

- (i) Declare agreement, conformity and compliance with the General Rules Governing Tendering in the Tender Response Format (available from [www.etenders.gov.mt](http://www.etenders.gov.mt)).
- (ii) Declare agreement, conformity and compliance with the provisions of the Tenderer's Declaration, the terms of use and the manual for Economic Operators in Tender Response Format.
- (iii) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment in Tender Response Format. (Note 2A)
- (iv) Power of Attorney (if applicable). (Note 2A)
- (v) Data on Joint Venture/Consortium (if applicable). (Note 2A)

### **(B) Exclusion (including Blacklisting) and Selection Criteria - information to be submitted through the tender response format (available from [www.etenders.gov.mt](http://www.etenders.gov.mt)). (Note 2A)**

- (i) Declaration concerning exclusion grounds including blacklisting (as per tender structure)
- (ii) Declaration concerning Selection Criteria
  - a) Provide data concerning subcontractors and the percentage of works to be subcontracted to be submitted online through the tender response format. This information shall be included in the Selection Criteria Declaration Form in Question Reference number 10 under the Technical and Professional Ability Section. (Note 2A)

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

- (i) Tenderer's Technical Offer in response to specifications to be submitted online through the prescribed Tender Response Format and by using the Tender Preparation Tool provided. <sup>(Note 3)</sup>
- (ii) **Key Experts Form, the Statement of Exclusivity and Availability Form, the Self-declaration form for Key Experts (relating to public employees) and CVs and qualifications** to be submitted online through the prescribed Tender Response Format and by using the Tender Preparation Tool provided. <sup>(Note 2A)</sup>

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

- (i) A financial offer calculated on the basis of **Delivered Duty Paid (DDP)** <sup>2010</sup> **(Grand Total)** for the services tendered as per Tender Response Format [inclusive of services as applicable]. <sup>(Note 3)</sup>
- (ii) A filled-in Financial Bid Form (as per document available to download online from [www.etenders.gov.mt](http://www.etenders.gov.mt)) as per Tender Response Format. <sup>(Note 3)</sup>

#### **Notes to Clause 7:**

1. *Not applicable for departmental tenders.*
2. A) *Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five (5) working days from notification.*  
B) *Tenderers will be requested to rectify/submit only missing documents within five (5) working days from notification. No changes to the information provided in the Literature submitted will be allowed. Literature submitted shall be rectifiable only in respect of any missing information.*  
*All Rectifications are free of charge.*
3. *No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

### **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.



## SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

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

#### Appeals from decisions taken after the closing date for the submissions of an offer

**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.

**273.** The objection shall only be valid if accompanied by a deposit equivalent to 0.50 per cent of the estimated value set by the contracting authority of the whole tender or if the tender is divided into lots according to the estimated value of the tender set by the contracting authority for each lot submitted by the tenderer, provided that in no case shall the deposit be less than four hundred euro (€400) or more than fifty thousand euro (€50,000) which may be refunded as the Public Contracts Review Board may decide in its decision.

**274.** The Secretary of the Public Contracts Review Board shall immediately notify the Director, the Ministerial Procurement Unit 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 Ministerial Procurement Unit 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 Ministerial Procurement Unit 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 Ministerial Procurement Unit 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 Ministerial Procurement Unit 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 Conditions governing the contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. Other Special Conditions should be indicated afterwards.

### ***Article 2: Notices and Written Communications***

- 2.4 Following the awarding of the contract, all communication shall be made in writing through MCAA, Mizzi House, National Road Blata l-Bajda Tel: 23952000 Email : [procurement.mccaa@mccaa.org.mt](mailto:procurement.mccaa@mccaa.org.mt)

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

- 5.1 As per General Conditions.

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

- 6.1 As per General Conditions.

### ***Article 7: Obligations of the Contractor***

- 7.12 The Contractor shall, within 15 calendar days of receipt of the contract, sign and date the contract and return it together with a copy of the Performance Guarantee. The Contractor is further obliged to forward the original performance guarantee to the Contracting Authority. The Contract will not be endorsed by the Contracting Authority/Central Government Authority until the performance guarantee is submitted. The amount of the guarantee shall not exceed 4% where the amount of the total contract value is between €10,000 and €500,000 ex VAT, and 10% where the amount of the total contract value is €500,000 or above.

Where the contract is a Framework Contract, or when a contract is awarded to one contractor over a period of years for recurrent services, the Performance Guarantee may cover the yearly/annual total contract value.

- 7.15 Performance Guarantee shall be released within 30 days upon the final payment.

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

Not applicable

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

Not Applicable

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

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

**Article 16: Personnel and Equipment**

16.4 As per General Conditions.

**Article 18: Execution of the Contract**

18.1 This Contract shall commence on the last signature date signed on the contract

**Article 19: Delays in Execution**

19.2 Further to the provisions of the General Conditions, the following penalties, in instance of absences, that shall be deducted from any contract payments that are either due or become due to the contractor for, shall apply:

1. The Contractor will be held fully responsible to make good at his own expense, or indemnify the Contracting Authority, for any damages caused or which resulted from any action, which cannot be attributed by the contractor to any particular person.
2. Should the contractor withdraw from the contract he/she shall be made liable to pay the contracting authority 10% of the total contract value on the remaining number of days.
3. Any delays in the stipulated timeframe of 18 months from date of last signature, should incur a daily fee of €50 per working day until the full execution of the contract is finalized.

**Article 20: Amendment of the Contract**

Not applicable.

**Article 24: Interim and Final Progress Reports**

|      |                                                                                                                                                                                                                             |                                                       |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| 24.1 | Description                                                                                                                                                                                                                 | Timeframes                                            |
|      | Inception Report*                                                                                                                                                                                                           | Within one (1) month from commencement of the project |
|      | Risk Assessment Report*                                                                                                                                                                                                     | Within one (1) month from commencement of the project |
|      | Interim Progress Reports*                                                                                                                                                                                                   | At the end of each month                              |
|      | Final Progress Report*                                                                                                                                                                                                      | One (1) month before end of project                   |
|      | Two separate documents as follows:<br>Information Security Policy, which incorporates the Data Classification Policy and the Data Retention Policy<br>Business Continuity Plan, which incorporates a Disaster Recovery Plan | End of project                                        |

\*in accordance with clause 7.1 in this Terms of Reference.

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

**26.1** This is a Global contract.

Payments to be made in Euro currency.

The contractor will be paid within 60 days of the approval by the Contracting Authority after each policy is finalised and accepted by the contracting authority. Request for payments should be accompanied by an invoice setting out the services actually performed.

Failing in not paying in time, the provisions of the Late Payments Directive will come into effect.

**26.2** As per General Conditions.

***Article 27: Pre-Financing Guarantee***

Not applicable.

***Article 30: Revision of Prices***

Not Applicable

***Article 32: Breach of Contract***

**32.2** As per General Conditions.

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

### TERMS OF REFERENCE

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

#### 1. Background Information

##### 1.1 - *Beneficiary Country*

Maltese Islands

##### 1.2 - *Central Government Authority*

Ministry for Justice, Culture and Local Government.

##### 1.3 - *Contracting Authority*

Malta Competition and Consumer Affairs Authority (MCCAA)

##### 1.4 - *Relevant Country Background*

Not Applicable

##### 1.5 - *Current State of Affairs in the Relevant Sector*

The Malta Competition and Consumer Affairs Authority (MCCAA)(hereinafter ‘the Authority’) encompasses within it four different and functionally independent entities, i.e. the Office for Competition (OFC), the Office for Consumer Affairs (OCA), the Standards and Metrology Institute (SMI) and the Technical Regulations Division (TRD).

Each entity as per above, is headed by a Director General who has as direct subordinates his/her Directors and Assistant Directors. The Directors within each entity are responsible for managing staff and their related tasks according to each responsibility within their portfolio.

The current core systems at MCCAA include, but not limited to are:

HR Systems, MITA Shared Folders, Complaints Handling System, Web backed System, eForms Management System, Accounting System and eQMS(Electronic Quality Management System).

The list of external bodies include, but not limited to are:

MITA, Public Entities and relevant enforcement bodies, Suppliers supporting our iT Systems and Organisations at European/International level.

The structure at MCCAA is as follows :

Office of the Chairperson - Legal, Public Relations, Quality Management and Internal Audit.

Administration - Human Resources, Finance and Information Technology

4 Directorates - Technical Regulations Division, Office for Consumer Affairs, Office for Competition and Standards and Metrology Institute.

The GDPR current situation at MCCA is :

In terms of data protection, the Authority has an officially appointed Data Protection Officer who is more than willing to assist throughout the process, in so far, as personal data is concerned. Upon the coming into force of the General Data Protection Regulation, the Authority's website has been updated to reflect the changes brought about by the Regulation (such as uploading the privacy and cookie policy which are subject to revision from time to time), and updating data protection declarations on online forms, amongst many others). While the Authority took the necessary steps in aligning its day to day data processing with the necessary provisions of the GDPR, a data classification exercise would be a good point of departure in order to enable the Authority to strengthen its data processing with GDPR compliance.

Following the data classification exercise, a data retention policy must be drawn up accordingly. Essentially, the data retention policy must strike a fair balance between the personal data being processed and its retention thereof, taking into account essential requirements stipulated in relevant data protection laws namely the GDPR and the Data Protection Act (Chapter 586 of the Laws of Malta). While there is no set time limit for data retention in relevant data protection laws, Recital 39 of the GDPR states, inter alia, that:

“The personal data should be adequate, relevant and limited to what is necessary for the purposes for which they are processed. This requires, in particular, ensuring that the period for which the personal data are stored is limited to a strict minimum. In order to ensure that the personal data are not kept longer than necessary, time limits should be established by the controller for erasure or for a periodic review. Personal data should be processed in a manner that ensures appropriate security and confidentiality of the personal data, including for preventing unauthorised access to or use of personal data and the equipment used for the processing”

Furthermore, Article 5 (e) of the GDPR states that:

“Personal data shall be:

(e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes in accordance with Article 89(1) subject to implementation of the appropriate technical and organisational measures required by this Regulation in order to safeguard the rights and freedoms of the data subject ('storage limitation');”

Following the data classification exercise, the data retention policy must reflect the abovementioned principles. When it comes to the Human Resources department, the Authority adheres to the 'Retention Policy for HR Documents' issued by the Data Protection Unit (OPM).

The objective of the Authority is the attainment and maintenance of well-functioning markets for the benefit of consumers and economic operators. In this regard, the Authority aims at safeguarding and promoting competition, enhancing consumer welfare, promoting sound business practices, improving and enforcing standards in relation to products and services, promoting the

national metrology strategy and promoting the smooth transposition and adoption of technical regulations.

The Authority is the body in Malta certifying other entities for various ISO certifications. Nonetheless, it is also an Entity, which is certified by other international bodies. The certifications and accreditations held by the Authority include:

- Certification to ISO9001:2015 by BSI covering the Standardisation, TRD, Administration of Metrology Directorate and supporting services provided by internal units/offices;
- Accreditation to ISO17021-1:2015 by UKAS covering the Certification Arm within the Standardisation Directorate; and
- Accreditation to ISO17025:2017 by NAB Malta covering the Laboratory Services Directorate and the Metrology Directorate.

## **2. Contract Objectives and Expected Results**

### **2.1 - Overall Objectives**

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

1. Drafting the Information Security Policy, incorporating the Data Classification and Data Retention Policy;
2. Development of the Business Continuity Plan (BCP), incorporating a Disaster Recovery Plan (DRP)

### **2.2 - Specific Objectives**

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

- Classify data through identification and assessment of key operational functions that each entity within the Authority cannot operate without;
- Outline data retention according to data classification activities conducted;
- Identify business continuity requirements of the critical functions and information systems that need to be considered for disaster recovery;
- Develop a BCP and DRP that will enable the Authority to respond to an event in such a manner that critical business functions continue to operate in the eventuality of a disruption of operations;
- Develop a comprehensive implementation plan with guidelines;
- Test the developed plans and report the outcome to the management; and Guide the Authority on the implementation of all the above-mentioned documents and procedures.

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

1. The Consultant is bound to present to the Authority on the completion of this project two (2) separate documents, namely the *Information Security Policy* incorporating the Data



Classification and Data Retention Policy and the **Business Continuity Plan** incorporating a Disaster Recovery Plan;

2. Given that the Authority makes use of MITA's services, it is important that both the **Information Security Policy** and the **Business Continuity Plan** are in line with MITA's GMICT Policies;
3. The Consultant must ensure that both the **Information Security Policy**, (in particular the Data Retention Policy to be incorporated in the Information Security Policy), and the **Business Continuity Plan**, are in line with the General Data Protection Regulation (GDPR) which came into force on the 25<sup>th</sup> of May 2018;
4. The Consultant must ensure that HR data must be classified as per the Public Service Management Code (PSMC) and the HR Retention Policy must be in line with the GDPR.

These may be presented either in order of importance or in chronological order, as appropriate.

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

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

- The Consultant shall have the necessary capabilities to carry out the tasks outlined within the stipulated timeframes;
- The Consultant shall ensure availability throughout the duration of the project;
- The Consultant shall co-operate with the Project Manager, to be assigned by the Authority.
- The Authority shall assist the Consultant by providing any information that the Consultant may request as part of his/her information gathering exercise.

#### **3.2 - Risks**

- Lack of effective project management by the Consultant or the Contracting Authority may impact the project's achievement

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

#### **4.1 - General**

##### **4.1.1 Project Description**

During the past year the Authority has been reviewing several areas of its operations with the objective to improve further all its internal processes and procedures. One (1) of the areas that the Authority is planning to enhance further is the management of the extensive data it handles and keeps within the four distinct entities within the Authority. For this purpose, the Authority is seeking the outsourcing of the activity for the preparation and implementation of an Information Security Policy and Business Continuity Plan.

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

Maltese Islands

##### **4.1.3 Target Groups**

The target group is the Authority's infrastructure and all its employees and interested parties.

#### **4.2 - Specific Activities**

The main activities required from the Consultant are as follows:

- Carry out a Risk Assessment exercise to analyse and control any risks associated with information security and business continuity;
- Classify the Authority's data and draw up a data retention policy according to data classification activities conducted in line with the GDPR;
- Develop an Information Security Policy which will be made up of Data Classification Policy and Data Retention Policy;
- Identify business continuity requirements of the critical functions and information systems that need to be considered for disaster recovery;
- Develop a Business Continuity Plan which will incorporate a Disaster Recovery Plan.
- Develop a comprehensive implementation plan with guidelines;
- Adhere to the existing GMICT policy framework, including policies, procedures and guidelines in place across the Public Sector;
- Adhere to the GDPR;
- Adhere to the relevant legislations and regulations of the MCAA;
- Adhere to the Public Service Management Code with regard to HR Data.

#### **4.3 - Project Management**

##### **4.3.1 Responsible Body**

Malta Competition and Consumer Affairs Authority (MCAA)

##### **4.3.2 Management Structure**

The Consultant's point of contact for any issues pertaining to the implementation of the project is the Contracting Authority. The Contracting Authority shall appoint a Project Manager who will act as the contact person for communication between the Consultant and the Contracting Authority.

The Consultant together with the Project Manager will be responsible for the execution of the project activities. The Project Manager will act as an intermediary between the Consultant and the Contracting Authority.

##### **4.3.3 Facilities to be provided by the Contracting Authority and/or other parties**

The Consultant shall have all facilities of the Contracting Authority at its disposal in so far as it is necessary for the Consultant to gain insight, collect and analyse data for the realisation and execution of the project in question.

## **5. Logistics and Timing**

### **5.1 - Location**

Throughout the duration of the project, the services are to be delivered at the Malta Competition and Consumer Affairs Authority.

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

The intended commencement date is Q4 of 2018 and the period of execution of the contract will be 18 months from the last signature date on the contract.

Article 19.1 of the Special Conditions will determine the actual commencement date and period of execution.

## **6. Requirements**

### **6.1 Personnel**

The Consultant shall be in possession of a Bachelor's Degree, Post-Graduate Diploma, or Master's Degree relevant to the job;

- Must be familiar with standard ICT industry best practices, with emphasis on contemporary system security methodologies,
- Must have expert knowledge of relevant data protection laws, especially the GDPR;

#### **6.1.1 Other Experts**

N/A

#### **6.1.2 Support Staff and Backstopping**

The Consultant can manage a group of individuals to help him/her reach the objectives, targets and results outlined in these Terms of Reference.

### **6.2 - Accommodation**

N/A

### **6.3 - Facilities to be provided by the Consultant**

N / A

### **6.4 - Equipment**

No equipment is to be purchased on behalf of the Contracting Authority/beneficiary country as part of this service contract or transferred to the Contracting Authority/beneficiary country at the end of this contract. Any equipment related to this contract which is to be acquired by the beneficiary country must be purchased by means of a separate supply tender procedure.

## **7. Reports**

### **7.1 - Reporting Requirements**

- **Inception Report**  
An inception report shall be delivered by the Consultant, outlining further and in more specific detail the approach to be adopted in the management and implementation of this project. This report shall also contain the following:
  - A detailed project plan including description and timeframes of each phase for Data Classification, Data Retention, Drafting of Information Security Policy and Business Continuity Plan, including all related testing activities in accordance with clause 2.3 in this Terms of Reference;
  - A list of resources needed for carrying out of this project;
  - A list of required meetings and consultations.
  
- **Risk Assessment Report**  
A risk assessment report shall be delivered by the Consultant within a month from the commencement date and shall consist of risks that have been identified by the Consultant in view of the implementation of such project, as per clause 4.2 of this TOR.
  
- **Interim Progress Reports**  
Interim progress reports must show status update reports of activities undertaken as well as completed/action items (including difficulties encountered)
  
- **Final Progress Report**  
There must be a final progress report which needs to be presented to project manager for the final review. This report must be submitted at least one month before the end of the period of execution of the project and shall contain the following:
  - The methodology used, and the assumptions taken (if any);
  - List of data stored by the Authority including its corresponding categories and retention periods; and
  - The exhaustive list of policies as requested.

### **7.2 - Submission, Approval of Progress Reports and the Presentation of the Policies to the Board of Governors**

Two (2) copies of the progress reports referred to above must be submitted to the Project Manager identified in the contract. The progress reports must be written in English. The copies should be made available in both hard copy and soft copy.

A dedicated meeting should also be setup with the Authority's Board of Governors to go through the final draft of policies issued by the consultant. The Consultant should present the policies and other necessary reports to the Board of Governors for the final approval. A detailed report on the workflow might also be requested by the Board of Governors.

## **8. Monitoring and Evaluation**

### **8.1 - Definition of Indicators**

The deliverables together with the respective delivery timeframes are the indicators set for this tender.

**8.2 - *Special Requirements***

As appropriate.

## SECTION 5 - SUPPLEMENTARY DOCUMENTATION

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

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

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

These are available to view and download from the 'Resources Section' at: [www.etenders.gov.mt](http://www.etenders.gov.mt)

### ***5.4 - General Conditions of Contract***

The full set of General Conditions for Services Contracts (Version 2.3) 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.