



Reference number: MJEG/MPU/104/2020

## **Tender for the Development and Implementation of an IT System for the Handling of Alternative Dispute Resolutions and Related Processes**



Co-funded by  
the European Union

This project is co-funded by the European Union's Consumer Programme (2014-2020)

This project is being financed 50% through local budget and 50% through EU funds.

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**Important: No Bid Bond is applicable.**

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**Ministry for Justice, Culture and Local Government**  
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## SECTION 1 - INSTRUCTIONS TO TENDERERS

### **1. General Instructions**

- 1.1 The subject of this contract is the development and implementation of an IT system for the handling of Alternative Dispute Resolutions (ADR) and related processes, a project co-funded by the European Union's Consumer Programme (2014-2020).
- 1.2 The place of acceptance of the services shall be MCCA, Mizzi House, National Road, Blata l-Bajda HMR9010, the time-limits for the execution of the contract shall be six (6) months and the INCOTERM<sup>2010</sup> applicable shall be Delivery Duty Paid (DDP).
- 1.3 The Estimated Procurement Value for this Call for Tenders has been based on comprehensive research including appropriate financial analysis. In the context of this procurement, the Estimated Procurement Value, based on market research, is that of €25,425 excluding VAT.

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

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

### **2. Timetable**

The timetable is as per the dates set through the CfT workspace on the ePPS.

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

- 4.1 No clarification meeting/site visit is planned.
- 4.2 The last date on which the Contracting Authority (CA) shall issue a clarification is four working days prior to the closing date of the tender, i.e. 29<sup>th</sup> June 2020.

### **5. Selection and Award Requirements**

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

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

Economic Operators are to complete the Eligibility Section through the tender response format  
(Note 2)

**(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 2)**

- (i) Confirmation that the bidder and any sub-contractors (if any) engaged throughout the execution of the contract do not fall under the any of the grounds listed under Part VI of LN352/2016 concerning exclusion grounds including blacklisting through the tender response format.
- (ii) Declaration concerning Selection Criteria

Provide the name/s of subcontractor/s and the relative percentage of services to be subcontracted. This information is to be submitted online through the tender response format. (Note 2)

It is being understood that if the information being requested regarding sub-contracting is left empty, it will be assumed that no sub-contracting will take place (0% subcontracting).

**(C) 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. (Note 3)
- (ii) **Literature** as per Form marked 'Literature List' is to be submitted with the technical offer at tendering stage. Alternatively, an Economic Operator can quote a reference number under which he/she has already supplied items so that there would be no need to submit literature. (Note 2)
- (iii) **Key Experts Form, the Statement of Availability Form, the Self-declaration form for Key Experts (relating to public employees) and CVs** (Note 2)

**(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 testing / documentation / training / final report services as applicable]. (Note 3)
- (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. (Note 3)

In case of any discrepancy between the information provided in the Financial Bid Form and the grand total in the tender response format (xml tender structure), the latter shall prevail. This condition shall not apply to the financial bid forms constituting of a Bill of Quantities (BoQ) or financial bid forms where the total can be arithmetically worked out and corrected, as necessary and when applicable.

**Notes to Clause 5:**

1. *Not applicable for departmental tenders.*
2. *Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five (5) working days from notification.*

*All Rectifications are free of charge.*

*3. No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

Requests for Clarifications and/or Rectifications concerning a previous request dealing with the same shortcoming shall not be entertained.

## **6. Criteria for Award**

- 6.1 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 - 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 may be indicated afterwards.

### Article 2: Notices and Written Communications

- 2.4 Head of Finance  
Mizzi House, National Road  
Blata l-Bajda HMR9010
- Tel: 23952000  
E-mail address: [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: General Obligations

- 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 be 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.

Economic Operators have the possibility to provide the Contracting Authority with a Single Bond covering the performance guarantees for all the contracts with the same Contracting Authority. If an additional contract is awarded to a given contractor, which results in an economic operator's current cumulative contracts value to go beyond the contract value range currently covered by the Single Bond, the contractor is to be requested to; either submit a separate Performance Guarantee for the additional contract; or else submit a new Single Bond to cover the new total contracts value or submit an amendment to the original Single Bond specifying the new amount. If an Economic Operator chooses to make use of the Single Bond, he must submit a letter from the respective Contracting Authority specifying that the amount of the Single Bond covers the new Contract, otherwise the new Contract Agreement would not be signed.

- 7.15** The performance guarantee shall be released 30 days from settlement of the final invoice, subject to testing, validation, deployment and implementation of the system, as well as the submission and approval of relevant documentation specified in sub-section A. General - d. Documentation in section 4.2.

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

- 13.3** As per General Conditions.

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

- 14.3** As per General Conditions.

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

- 15.1** The scope of the services is defined in Section 3 (Terms of Reference).

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

- 16.4** Further to the provisions of the General Conditions, the Contractor shall furnish his own tools for the implementation of this project. The Contracting Authority shall provide access to the development environment of the Power Platform, as well as access to servers and databases, as deemed necessary.

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

- 18.1** The performance of the contract shall commence from the order to start service.
- 18.2** The performance period shall be six (6) months from the date stipulated in the previous sub-Article 18.1.

### **Article 19: Delays in Execution**

- 19.2** If the Contractor does not perform the services in accordance to the contract, the Contracting Authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to liquidated damages for every day, or part thereof, which shall elapse between the end of period within which the Contractor would have been required to execute his/her duty and the date of actual execution. The penalty payable will be of €75 (seventy fives euros) per day up to the maximum percentage of 15% of the total contract value. Should the maximum penalty be met, Article 19.3 of the General Conditions will come into force.

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

Not applicable.



### Article 24: Interim and Final Progress Reports

24.1 Further to the provisions of the General Conditions, a final report shall be submitted to the Work Package Coordinator in word and 'pdf' format via email within sixty (60) days after the end of the period of execution defined in Article 18.

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

26.1 This is a global-price contract.

Narrative	Percentage (%)
Pre-financing Payment	<p>40% of the value of the contact within thirty (30) days of receipt by the Contracting Authority of the Contract signed by both Parties, of a request for the pre-financing payment and of a financial guarantee, as defined in Article 27.</p> <p>Pre-financing guarantee shall be retained until it is fully released upon the project completion i.e. 30 days from the submission and approval of the final report and final invoice.</p>
Interim Payment #1	5% of the value of the contract within thirty (30) days of completion and approval by the Contracting Authority of Indicator #1, as defined in Article 8.1 of Section 3.
Interim Payment #2	5% of the value of the contract within thirty (30) days of completion and approval by the Contracting Authority of Indicator #2, as defined in Article 8.1 of Section 3.
Interim Payment #3	30% of the value of the contract within thirty (30) days of completion and approval by the Contracting Authority of Indicator #5, as defined in Article 8.1 of Section 3.
Interim Payment #4	10% of the value of the contract within thirty (30) days of completion and approval by the Contracting Authority of Indicator #6, as defined in Article 8.1 of Section 3.

Balance	10% - The balance of the contract value stated within thirty (30) days of the approval by the Contracting Authority. A final progress report shall accompany the final invoice. Such approval or rejection may not be delayed by more than thirty (30) days.
<b>TOTAL</b>	<b>100%</b>

26.2 As per General Conditions.

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

27.2 As per General Conditions.

27.5 Pre-financing guarantee shall be retained until it is fully released upon the project completion i.e. 30 days from the submission and approval of the final report and final invoice.

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

As per General Conditions.

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

32.5 In case of breach of contract which impact on the final grant amount of the EU funding, the contracting authority will be entitled to recovery of damages up to the full value of the contract.

### **Article 39: Further Additional Clauses**

Not applicable.

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

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

### **1. Background Information**

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

Malta.

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

Department of Contracts.

#### **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**

In Malta, the Complaints and Conciliation Directorate within the Office for Consumer Affairs handles complaints and acts as the residual Alternative Dispute Resolution (ADR) entity in case where there are no sector-specific ADR entities. This ensures that Maltese consumers have full ADR coverage and thus access to out-of-court settlement, regardless of the nature of their purchase and regardless from where the purchase was made.

#### **1.6 - Related Programmes and Donor Activities**

The MCCAA has been awarded a grant for the action entitled 'Effective Redress through Alternative Dispute Resolution - ERADR'. The aim of the project is to facilitate the MCCAA's ability to further facilitate consumers' redress through internal capacity building and improved processes, as well as by improving online ADR mechanisms.

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

### **2.1 - Overall Objectives**

The overall objective of the project of which this contract will be a part of is to support the implementation of Work Package 3 of the grant 'Effective Redress through Alternative Dispute Resolution - ERADR' by implementing an IT system (referred to as the 'system' hereafter) for the handling of ADR and related processes.

### **2.2 - Specific Objectives**

The objectives of this contract are as follows:

- To finalise the design of the system, including databases, in line with the requirements specified herein, and in liaison with the project team of the MCCA;A;
- To develop the system using low-code development technology already available for the MCCA;A;
- To prepare protocols for User Acceptance Testing (UAT) and validation of the system, including its components, and submit them to the MCCA;A for endorsement;
- To execute UAT and validation in line with the endorsed protocols;
- To deploy the system securely on the MCCA;A's live environment;
- To provide relevant documentation, as specified herein; and
- To provide training on how to use, administrate and maintain the system. The training shall cover the implementation of the system by the different personnel involved and provide a walkthrough of the system to enable the employees to utilize it.

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

1. Fully functional, secure and efficient IT system, comprising of an online front-end portal to be accessed by the general public and an internal consolidated application to be access by the MCCA;A employees. The IT system shall also be progressive or responsive (as applicable), easy-to-use, modular, scalable and extendable;
2. Comprehensive and easy-to-follow documentation related to the system; and
3. Trained personnel on the use, administration and maintenance of the system.

## **3. Assumptions and Risks**

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

- Business-justified amendments through the project lifecycle of the system shall not affect the price submitted by the bidder in view of potentially changing circumstances.
- Any hiring of key experts shall be at the cost of the contractor. The bidder should declare the intention to sub-contract works, or part therefor, during the tendering process.
- Any costs related to accommodation, meal expenses, subsistence, flights and related costs for key experts engaged are to be borne by the contractor.

### 3.2 – Risks

The contractor shall also take into consideration the below non-exhaustive list of risks and should provide any mitigating measures in this regard. The contractor is expected to:

- Consider any risks due to the COVID-19 pandemic, especially in terms of timing;
- Ensure adherence to the milestones of this project;
- Ensure availability of experts for the duration of the contract, taking into consideration potential illnesses and other considerations;
- Propose contingency plans, if required;
- Any other limitation identified by the contractor as requested in the terms of reference.

## 4. Scope of the Work

### 4.1 – General

#### 4.1.1 *Project Description*

Refer to section 4.2.

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

Malta

#### 4.1.3 *Target Groups*

Users of the services offered and provided by the MCCA, as well as the MCCA employees.

### 4.2 – Specific Activities

- Design phase: The contractor shall finalize the design of the system in line with the requirements specified in this document, in liaison with the project team of the Contracting Authority.
- Development phase: The contractor shall develop the system using low-code development technology. Also, the contractor shall provide the User Acceptance Testing (UAT) and Validation Protocols to be used during the testing and validation phase for endorsement by the Contracting Authority.
- Testing and validation phase: The contractor shall test and validate the system in line with the UAT and Validation protocols, document the results, and report back to the Contracting Authority.
- Consolidation phase: The contractor shall resolve issues identified during the testing and validation phase.
- Deployment phase: The contractor shall deploy the system and provide the relevant documentation, as specified in the requirements of this document, to the Contracting Authority.
- Training phase: The contractor shall provide a training session on how to use, administrate and maintain the IT system. The training shall cover the implementation of the system by the different personnel involved and provide a walkthrough of the system to enable the employees to utilize it.

- Business Solution Requirements:

**A. GENERAL**

1. The IT system (referred to as the 'system' hereafter) is to be developed **using low-code development technology already available for the MCCA**, namely the Microsoft Power Platform. The system developed using Microsoft Power Platform may be connected with a custom SQL database(s) hosted on the MCCA server; however, the preferred option is to connect the system with a list within the SharePoint site of the MCCA (i.e. hosted on the MITA infrastructure) or the Common Data Service within the Power Platform.
2. The system shall consist of a front-end portal for consumers, economic operators and representatives involved in the ADR process, and a consolidated application for administration, operational and quality management, and handling of the ADR cases.
3. The front-end portal shall be a mobile progressive web app.
4. The internal consolidated application shall consist of the following main functionalities:
  - a) Administration of the system and accounts;
  - b) Operational management and supervision of ADR cases and handlers;
  - c) Handling of ADR cases;
  - d) Quality management of the processes.

**a. Quality Assurance**

1. The system shall be quality assured and validated prior to official deployment. The validation protocol is to be endorsed by the Contracting Authority prior to execution. The validation report containing the results shall be presented to the Contracting Authority for endorsement prior to official deployment of the system.

**b. Security**

1. The password-protected system shall be accessible from any computer system connected to the internet. Relevant access levels and rights shall be in place.
2. Adequate security features, such as CAPTCHA or two-factor authentication, shall be implemented to protect the system from any malicious attacks. The security feature shall be selected in liaison with the Contracting Authority.
3. Internal scripts, functions and stylesheets shall be hidden from the external user.
4. Adequate protection shall be implemented to ensure the maximum security of passwords.
5. All best coding practices shall be adopted to ensure maximum security of the system and protection from vulnerabilities.
6. The Contracting Authority reserves the right to invoke an improvised attack on the system to check for vulnerabilities. Discrepancies in the system shall be addressed by the Contractor.

**c. Data Integrity**

1. Data integrity between and within the portal and the consolidated application shall always be ensured. New, updated and deleted data from the any section / sub-section of the consolidated application shall be reflected within other sections / sub-section of the consolidated application and the portal, and vice-versa.

**d. Documentation**

1. All passwords, code files, scripts, stylesheets and other components making up the system shall be provided to the Contracting Authority. Source code, scripts and stylesheets shall contain inline comments in line with best coding practices.
2. A user manual shall be provided with the system. The user manual shall contain sufficient details such that any user should be able to operate the system by referring to it.
3. User Acceptance Testing (UAT) and Validation Protocols shall be provided prior to testing for endorsements.
4. The report on the UAT and validation carried out, including results, deficiencies, actions taken and actions to be taken shall be presented for approval.
5. An administration and maintenance manual containing sufficient details to ensure the upkeep of the system, included the database or databases, by the Contracting Authority shall be provided. The manual shall contain, but not limited to, database relationship diagrams and entity-attribute-value models.
6. Training material on how to use, administrate and maintain the IT system shall be provided.

**e. Site Map**

1. The consolidated application shall consist of a homepage (HP), sections (S) and sub-sections (SS), in line with the below:
  - Login (HP)
    - o Administration (S)
      - Application user accounts (SS)
      - Application user roles (SS)
      - Application user groups (SS)
      - Portal user accounts (SS)
      - Pre-populated dropdown menu options (SS)
      - Document templates (SS)
      - Record control configuration (SS)
      - Performance targets (SS)
      - Report templates (SS)
      - Audit trail retention period (SS)
    - o Action Items (S)
    - o Consumers (S)
    - o Economic Operators (S)
    - o Representatives (S)
    - o Cases (S)
    - o Queries (S)
    - o Quality Management (S)
      - Document control (SS)
      - Record control (SS)
      - Handling of opportunities for improvement and non-conformities (SS)
      - Internal audits (SS)

- Management reviews (SS)
    - Customer feedback (SS)
  - Performance (S)
    - ADR cases (SS)
    - Quality management (SS)
    - Others (SS)
  - Reports (S)
  - Audit Trail (S)
- 2. The portal shall consist of a homepage (HP), sections (S) and sub-sections (SS), in line with the below:
  - Home page (HP)
    - Welcome page (S)
    - Notifications (S)
    - Profile (S)
    - Cases (S)
      - New case (SS)
      - Pending cases (SS)
      - Closed cases (SS)
    - Settings (S)

The Contracting Authority reserves the right to request business-justified amendments to the above site map throughout the project lifecycle.

#### ***f. User Control***

1. Access to all sections and sub-sections, including the components therein (such as lists) shall be controlled through application user roles.
2. An application user role defines the level of access and the accessible sections and sub-sections. The level of access can either be “read-only” or “read and write”. The sections and sub-sections that may be accessed should be those identified in section e above. The users shall have adequate functionalities commensurate with and corresponding to the access level and access rights. Any section and sub-sections that may be added in the future shall be automatically featured in the “Application user role” sub-section. Multiple application user roles may be created. Existing application user roles may be edited, deactivated, reactivated or deleted.
3. An application user groups defined the users having common access levels and access to specific sections and sub-sections. The application user accounts may be added in the application user group. Each application user group shall be linked to one or more application user roles. Any application user accounts added in the future shall be automatically available for selection in the “Application user groups” sub-section. Multiple application user group may be created. Existing application user groups may be edited, deactivated, reactivated or deleted.
4. The default application user roles shall be “Administrator”, “Head”, “Manager”, “Supervisor”, “Officer”, “Quality”, “Internal Auditor” and “Public Relations”. These may be amended or deleted by the Administrator.
5. The default portal user roles shall be those identified in requirement (4) above, as well as “Consumer”, “Economic Operator” and “Representative”. Users having access to the online portal only shall be assigned the corresponding role from the latter three identified in accordance with the type of account selected during registration.



**g. Landing Pages**

1. Landing pages shall be displayed in both the consolidated application and the portal, in accordance with the below requirements.
2. All sections containing sub-sections shall feature links to the respective sub-sections.
3. All sections that do not contain sub-section shall feature a list of records pertaining to the same section. The graphical user interface of the system shall enable the user to search, filter and sort the list using any, or a combination, of the fields and criteria indicated by the Contracting Authority. A new page containing all details about the clicked record, including relevant associated records, shall be opened in new tab and displayed to the user.
4. All sub-sections shall feature a list of records pertaining to the same sub-section. The graphical user interface of the system shall enable the user to search, filter and sort the list using any, or a combination, of the fields and criteria indicated by the Contracting Authority. A new page containing all details about the clicked record, including relevant associated records, shall be opened in new tab and displayed to the user.
5. All lists of records shall feature the fields, data and information indicated by the Contracting Authority.
6. The users shall be able to search, filter and sort the lists using criteria defined by the Contracting Authority. The functions and criteria may be different for application users having different access level and rights.
7. Any future sections and sub-sections that may be added in the future shall be automatically in line with the requirements hereabove.

**h. Databases, Tables and Files**

1. All fields are to be determined in liaison with the Contracting Authority.
2. Data shall be formatted, stored and viewed in accordance with best practices.
3. Unique records shall only be stored once in the tables or databases.
4. Relevant records shall be uniquely identified in the tables or databases using a unique number formatted as designated by the Contracting Authority.
5. All fields displaying the name of application users shall contain the full name of the user and the respective unit in brackets.
6. All input text fields shall be appropriately capitalised, where necessary, and stored and displayed as such in the tables or databases.
7. All input ID card number fields shall be formatted, validated, stored and displayed in the standard recognised format of the Maltese ID card number, as established by the relevant authorities.
8. All email addresses shall be formatted, validated, stored and displayed in the correct email format.
9. All telephone and mobile numbers shall be formatted, stored and displayed such that when clicked the default calling application on the device in use shall open and ask the users whether they wish to proceed with calling.
10. All dates shall be formatted, stored and displayed in Malta's local time using the format "DD/MM/YYYY". Dates are to be inputted using a Date Control, or similar.
11. All times shall be formatted, stored and displayed in Malta's local time using the format "HH:MM". Times are shall be inputted using a Time Control, or similar.

12. All fields containing file attachments shall convert, store and / or display the file in the format designated by the Contracting Authority.
13. All password fields shall be masked.
14. All images are to be stored in an adequate format.
15. Users having the designated role shall be able to add, update and delete options within all dropdown menu fields.
16. All currency fields shall be formatted, stored and displayed in Euros.
17. Some of the input fields in forms may be automatically retrieved from other tables or databases, as designated by the Contracting Authority. These fields may be retrieved based on automatic operations / calculation made by the system or inputs by the user(s) elsewhere. The system shall not allow any user to edit or delete data retrieved in these fields.
18. Other input fields in forms may be mandatory or optional, as designated by the Contracting Authority.
19. Some fields may need to follow a combination, or a specific version, of requirements specified hereabove, as designated by the Contracting Authority.
20. Appropriate success, information, warning and error messages shall be displayed to the users.

***i. Relational Data***

1. Adequate relationships shall be setup between relevant databases and fields.
2. Related records shall be clickable and linked with the corresponding related record. Upon clicking such records, a new page shall be displayed containing the information about the linked record. Any related records therein, shall have the same functionality.
3. Access rights shall be maintained throughout the system to ensure that unauthorised users do not have undesired access to designated pages, sections and sub-sections, even when these are related to a record to which they have access to.
4. Users who do not have access rights to add, view, edit and/or delete a record shall be able to select such records from relevant dropdown menu fields in pages, sections and sub-sections to which the user has adequate access rights.

***j. Data Protection***

1. The system shall, at all times, be in compliance with the General Data Protection Regulation (Regulation (EU) 2016/679) and applicable data protection laws.
2. The system should be in line with Article 25 of the General Data Protection Regulation, and comply with the principles of data protection by design and data protection by default. Such measures could consist, inter alia, of minimizing the processing of personal data, pseudonymizing personal data as soon as possible, transparency with regard to the functions and processing of personal data, enabling the data subject to monitor the data processing and enabling the MCCA to create and improve security features. When developing and designing such services and/or applications, the producer of such service or application, shall take into account the right to data protection, with due regard to the state of the art, to make sure that data controllers are able to fulfil their data protection obligations.
3. Some tables or databases may contain Personal Identification Information (PII).

4. Data shall be handled, processed and stored in line with the principles of minimize, hide and inform, as applicable. The methods used (e.g. pseudonymization) shall be selected in liaison with the Contracting Authority.
5. PII shall be consolidated in the minimum number of tables or databases possible.
6. Relevant PII for a specific purpose shall be anonymised whenever either the retention period of any related and associated records elapses, or the record is inactivated or deleted manually. In either case, the other non-personal details are to be retained indefinitely.
7. Data protection statement and consent shall be displayed and accept input from the user in line with the GDPR.

***k. Security Classification***

1. Data stored within tables or databases shall be security classified in accordance with the designation specified by the Contracting Authority.
2. The system shall be designed, developed, tested, validated and deployed in accordance with the Information Security Policy of the MCCA.

***l. Downloading and Printing of Files, Documents, Reports, Details and History***

1. Designated files, documents, report, detail pages and history pages may be viewed within the consolidated application.
2. The files, documents, report, detail pages or history pages may also be downloaded in 'pdf' format or printed.
3. The downloaded or printed files, documents, report, detail pages or history pages shall feature a front page, header and footer specified by the Contracting Authority. The front page, header and footer may be different for different types of files, documents and reports.

***m. Preferred Mode of Communication***

1. The system shall record whether the portal account was created online by the user or offline by the handler.
2. In case the portal account is created online, the preferred mode of communication shall automatically be set to "Telephone and electronic mail" by default. Any option may be selected for portal accounts created offline.
3. The system shall allow the portal user and application users having adequate access rights to change the preferred mode of communication.
4. In case the portal user selects "Telephone and electronic mail", all email fields shall become mandatory, the primary email address shall be verified and all documented correspondence with the user shall take place via email. Also, in these cases, the portal user shall not be allowed to lodge any functionalities of the system, except for changing the personal data, unless the primary email address is verified.

***n. Get Data from Other Repositories***

1. Data available in the Corporate Data Repository and other official repositories shall be obtained through the appropriate use of web services.

***B. CONSOLIDATED APPLICATION***

***a. Login***

1. Application users shall be able to access the consolidated application by using the email address (username) and password used to log onto the MAGNET (MITA's network).
2. The login page shall display instructions how to reset the password.

***b. Administration***

**APPLICATION USER ACCOUNTS**

1. The application user shall be able to view, add, edit and delete application user accounts through this sub-section.

**APPLICATION USER ROLES**

2. The application user shall be able to view, add, edit, deactivate, reactivate and delete application user roles through this sub-section, in line with requirements in section A(f) of the business solution requirements.

**APPLICATION USER GROUPS**

3. The application user shall be able to view, add, edit, deactivate, reactivate and delete application user groups through this sub-section, in line with requirements in section A(f) of the business solution requirements.

**PORTAL USER ACCOUNTS**

4. The application user shall be able to view, add, edit and delete portal user accounts through this sub-section.
5. All fields of records of portal user accounts having the role of Consumer, Economic Operator and/or Representative can be viewed, edited and deleted from this sub-section. This requirement is not applicable to login details, except for the email address (username).

**PRE-POPULATED DROPDOWN MENU OPTIONS**

6. The application user shall be able to view, add, edit, and delete options within all dropdown menu fields through this sub-section.
7. All dropdown menu fields in the system shall be covered by requirement (4) in section A(i) of the business solution requirements.

**DOCUMENT TEMPLATES**

8. The application user shall be able to view, add, edit and delete relationships between designated functions of the application and the authorised documents in the "Document Control" sub-section.

#### **RECORD CONTROL CONFIGURATION**

9. The application user shall be able to view, add, edit, deactivate, reactivate and delete the folder structure to be available in the “Record control” sub-section.
10. The application user shall be able to establish retention periods, permission criteria and approval and/or authorisation requirements for all elements within folders in the structure. The principle that the approver and the authoriser cannot be the same application user, unless they have a role of Head, applies.
11. Folders within the structure may be associated with a unit or several units.
12. Folders within the structure tagged as ‘Common’ shall be accessible in “read-only” mode to all application user accounts. Upon creation, newly added application user accounts shall be granted such access and notified via email about the said access automatically by the system.
13. A definite or indefinite retention period shall be assigned to each folder within the structure. An option to inherit the retention period of the parent folder shall be available.

#### **PERFORMANCE TARGETS**

14. The application user shall be able to edit the target of each and every Key Performance Indicator.

#### **REPORT TEMPLATES**

15. The application user shall be able to view, add, edit and delete report template through this sub-section.
16. Report templates shall consist of a definition of the number and title of headings, filtering criteria, sorting options and a flag whether to publish the report template or not.
17. Published report templates shall be made available in the “Reports” section and adhere to requirements specified therein.

#### **AUDIT TRAIL RETENTION PERIOD**

18. The application user shall be able to edit the audit trail records’ retention period.

#### ***c. Action Items***

1. A list of all action items shall be visible to the application user.
2. Upon clicking the record of the action item, the full details and history of the action item shall be opened and displayed to the user in a new window.
3. The application users shall be able to update relevant fields, including the attachment of files, of action items they are assigned to.
4. The managers of application users to whom action items are assigned, shall be able to update relevant fields (including the “Assigned to” dropdown menu field), including the attachment of files, of action items their subordinates are assigned to.
5. Application users having roles of “Supervisor” and/or “Manage”, whom are identified and selected during the creation process of a new action item shall be able to approve or reject the closure of the action item, in line with the process flow specified by the Contracting Authority.
6. Application users having roles of “Quality”, whom are identified and selected during the creation process of a new action item shall be able to authorise or reject the closure of the action item, in line with the process flow specified by the Contracting Authority.

7. No application users shall be able to submit the action item for approval and/or authorisation, if they are identified as the approver or authoriser of the same action. This requirement does not apply to users having role of Head.
8. No action item can be approved and authorised by the same application user, unless the application user has the role of Head.
9. The application users shall also be notified about relevant updates and actions awaiting their action via email.

**d. Consumers**

1. The application user shall be able to view, add, edit and delete client accounts through this sub-section.
2. Upon clicking the consumer record, the full details and history of the consumer record shall be opened and displayed to the user in a new window.
3. Client accounts cannot be deleted if they are linked to other records. The PII shall be anonymised after the retention period, in line with the requirement specified in section A(j) of the business solution requirements.

**e. Economic Operators**

1. The application user shall be able to view, add, edit and delete economic operator accounts through this sub-section.
2. Upon clicking the economic operator record, the full details and history of the economic operator record shall be opened and displayed to the user in a new window.
3. Economic operators accounts cannot be deleted if they are linked to other records. The PII shall be anonymised after the retention period, in line with the requirement specified in section A(j) of the business solution requirements.

**f. Representatives**

1. The application user shall be able to view, add, edit and delete representative accounts through this sub-section.
2. Upon clicking the representative record, the full details and history of the representative record shall be opened and displayed to the user in a new window.
3. Representative accounts cannot be deleted if they are linked to other records. The PII shall be anonymised after the retention period, in line with the requirement specified in section A(j) of the business solution requirements.

**g. Cases**

1. The application user shall be able to view a list of cases, add a new case and update a selected case.
2. Upon clicking a case record in the list, the full details and history of the record shall be opened and displayed to the user in a new page.
3. The details of all stakeholders involved in the case shall be displayed on the page dedicated to the specific case.

4. The application user shall be able to make both case updates and notes. The updates are to be shared externally with the relevant stakeholders, whilst the notes are to be used internally.
5. The consolidated application shall be connected to and synchronized with the individual MCCA mailbox.
6. Cases shall be handled through automated workflows and manual interventions, in line with the process flow specified by the Contracting Authority.
7. The type of record may be changed from “Case” to “Query” and vice-versa.
8. The application users shall be able to update relevant fields, including the attachment of files, of cases they are assigned to.
9. Document templates shall be completed automatically by the system and sent to the relevant stakeholders, depending on the preferred mode of communication.
10. All public-facing information shall be made available to the relevant users having the adequate access rights.
11. Adequate track of relevant events related to the handling of cases shall be identified, in liaison with the Contracting Authority, and kept by the system for the timely issue of notifications, quality control and performance evaluation.

#### ***h. Queries***

1. The application user shall be able to view a list of queries, add a new query and update a selected query.
2. Upon clicking a query record in the list, the full details and history of the record shall be opened and displayed to the user in a new page.
3. The details of all stakeholders involved in the query shall be displayed on the page dedicated to the specific case.
4. The application user shall be able to make both case updates and notes. The updates are to be shared externally with the relevant stakeholders, whilst the notes are to be used internally.
5. Queries shall be handled through automated workflows and manual interventions, in line with the process flow specified by the Contracting Authority.
6. The application users shall be able to update relevant fields, including the attachment of files, of queries they are assigned to.
7. Adequate track of relevant events related to the handling of queries shall be identified, in liaison with the Contracting Authority, and kept by the system for the timely issue of notifications, quality control and performance evaluation.

#### ***i. Quality Management***

##### **DOCUMENT CONTROL**

1. The application user shall be able to view effective document, and initiate workflows for the issuing of new documents, and revising, reviewing and withdrawing existing documents.
2. In addition to requirement (1) above, application users having the role of “Head” and “Quality” shall be able to view a list containing all inactive documents. Application users have a role of “Manager” and “Supervisor” shall be able to view a list containing inactive documents pertaining to their units and the ones they are directly involved in, whilst users

- having a role of “Officer” shall be able to view a list containing inactive documents they are directly involved in. The same applies for rejected documents.
3. Documents shall be version controlled.
  4. Upon clicking a record in the list of effective documents, the full details and history of the document shall be opened and displayed to the user in a new page.
  5. Workflows for issuing, revising, reviewing and withdrawing documents shall be specified by the Contracting Authority. The application user initiating the workflow and application users having the role of “Quality” may cancel the workflow. In this case, sufficient details shall be logged by the system. Quality control measures shall be implemented for all workflows, as specified by the Contracting Authority.
  6. The landing page of this sub-section shall also provide the application user with the function to download the latest effective templates in their raw format, as set in the “Document templates” sub-section.
  7. All data fields of the file, except the unique identifier or document tag, may be changed during a revision process.
  8. The application user shall be able to download an editable copy of the file for documents to undergo a revision workflow.
  9. The users shall be notified and kept informed about documents undergoing a revision process.

#### **RECORD CONTROL**

1. The application user shall be able to view, add, edit and delete records.
2. The application user shall be able to add a new record by using one of the effective forms available in the “Document control” sub-section.
3. Records shall be automatically deleted when their retention period elapses.
4. Records shall be version controlled.
5. Upon clicking a record in the list of effective documents, the full details and history of the document shall be opened and displayed to the user in a new page.
6. All data fields of the record, except the unique identifier or record tag, may be changed during a revision process.
7. Records stored in folders for which approval and/or authorisation is required shall undergo a process flow, as specified by the Contracting Authority. The application user initiating the workflow and application users having the role of “Quality” may cancel the workflow. In this case, sufficient details shall be logged by the system. Quality control measures shall be implemented for all workflows, as specified by the Contracting Authority.
8. For folders requiring an approval and/or authorisation process, in addition to requirement (1) above, application users having the role of “Head” and “Quality” shall be able to view a list containing all inactive records. Application users have a role of “Manager” and “Supervisor” shall be able to view a list containing inactive records pertaining to their units and the ones they are directly involved in, whilst users having a role of “Officer” shall be able to view a list containing inactive records they are directly involved in. The same applies to rejected records.
9. In addition to requirements specified in section A(l) of the business solution requirements, the application user shall be able to download an editable copy of the file for the record to undergo a revision workflow.
10. The users shall be notified and kept informed about records undergoing a revision process.



### **HANDLING OF OPPORTUNITIES FOR IMPROVEMENT AND NON-CONFORMITIES**

1. The application user shall be able to view a list of records and issue new ones. Application users having the role of “Head” and “Quality” shall be able to view a list containing all records. Application users have a role of “Manager” and “Supervisor” shall be able to view a list containing records pertaining to their units and the ones they are directly involved in, whilst users having a role of “Officer” shall be able to view a list containing records they are directly involved in. The same applies for rejected documents.
2. Upon clicking a record in the list, the full details and history of the record shall be opened and displayed to the user in a new page.
3. Workflows for the handling of these records shall be specified by the Contracting Authority. The application user initiating the workflow and application users having the role of “Quality” may cancel the workflow. In this case, sufficient details shall be logged by the system. Quality control measures shall be implemented for all workflows, as specified by the Contracting Authority.
4. The status of the record shall be clearly visible both in the landing page as well as in the details page.

### **INTERNAL AUDITS**

1. The application user shall be able to view a list of internal audit records and create new ones. Application users having the role of “Head”, “Quality” and “Internal Auditor” shall be able to view a list containing all records. Application users have a role of “Manager” and “Supervisor” shall be able to view a list containing records pertaining to their units and the ones they are directly involved in, whilst users having a role of “Officer” shall be able to view a list containing records they are directly involved in
2. Workflows for the handling of these records shall be specified by the Contracting Authority. The application user initiating the workflow and application users having the role of “Quality” may cancel the workflow. In this case, sufficient details shall be logged by the system. Quality control measures shall be implemented for all workflows, as specified by the Contracting Authority.
3. The landing page of this sub-section shall also provide the application user having the role of “Quality” or “Internal Auditor” with the function to download the latest effective templates in their raw format, as set in the “Document templates” sub-section.
4. Upon clicking a record in the list, the full details and history of the record shall be opened and displayed to the user in a new page.
5. In addition to requirements specified in section A(l) of the business solution requirements, application users having the role of “Internal Auditor” shall be able to download an editable copy of the internal audit reports.

### **MANAGEMENT REVIEWS**

1. The application user shall be able to view a list of management review records and create new ones. Application users having the role of “Head”, “Quality” and “Internal Auditor” shall be able to view a list containing all records. Application users have a role of “Manager” and “Supervisor” shall be able to view a list containing records pertaining to their units and the ones they are directly involved in, whilst users having a role of “Officer” shall be able to view a list containing records they are directly involved in.
2. Workflows for management reviews shall be specified by the Contracting Authority. The application user initiating the workflow and application users having the role of “Quality” may cancel the workflow. In this case, sufficient details shall be logged by the system.

Quality control measures shall be implemented for all workflows, as specified by the Contracting Authority.

3. The landing page of this sub-section shall also provide the application user having the role of “Quality” with the function to download the latest effective templates in their raw format, as set in the “Document templates” sub-section.
4. Upon clicking a record in the list, the full details and history of the record shall be opened and displayed to the user in a new page.
5. In addition to requirements specified in section A(l) of the business solution requirements, application users having the role of “Quality” shall be able to download an editable copy of the internal audit reports.

#### **CUSTOMER FEEDBACK**

1. The application user shall be able to view a list of records and issue new ones. Application users having the role of “Head” and “Quality” shall be able to view a list containing all records. Application users have a role of “Manager” and “Supervisor” shall be able to view a list containing records pertaining to their units and the ones they are directly involved in, whilst users having a role of “Officer” shall be able to view a list containing records they are directly involved in. The same applies for rejected documents.
2. Upon clicking a record in the list, the full details and history of the record shall be opened and displayed to the user in a new page.
3. Workflows for the handling of these records shall be specified by the Contracting Authority. The application user initiating the workflow and application users having the role of “Quality” may cancel the workflow. In this case, sufficient details shall be logged by the system. Quality control measures shall be implemented for all workflows, as specified by the Contracting Authority.
4. The status of the record shall be clearly visible both in the landing page as well as in the details page.

#### ***j. Performance***

1. Two business intelligent performance dashboard shall be designed, developed, tested, validated and deployed within the consolidated application; one dedicated to ADR Cases and another dedicated to Quality Management.
2. The performance dashboard shall provide sufficient information about the performance of relevant processes with respect to Key Performance Indicators established by the Contracting Authority.
3. The indicators and targets shall be determined by the Contracting Authority.
4. The performance dashboards shall be interactive and displayed in different sub-sections within this section.

#### ***k. Reports***

1. The list of records, details and history specified by the Contracting Authority, together with the other relevant information, may be sorted and filtered, or otherwise, to generate a report.
2. The reports may be viewed within the consolidated application.
3. The sorted / unsorted and/or filtered / unfiltered lists of records may be downloaded in ‘xlsx’ or ‘pdf’ format or printed. The user shall be prompted to select the format of the report prior to downloading.

4. The full list of records may also be downloaded in 'xlsx' or 'pdf' format or printed.
5. The downloaded or printed list of records shall feature the header and footer specified by the Contracting Authority.
6. The applications users shall only view reports pertaining to sections and sub-sections they have access to.
7. Other reports may be designed by application users having the designated role. These reports shall be accessible by designated users, visible in the "Reports" section and in line with requirements (15) - (17) of section B(b) of the business solution requirements.
8. The printing of the reports shall be done in accordance with the requirements specified in section A(l) of the business solution requirements.

### ***l. Audit Trail***

10. All logins, logouts, add, edit, activate, deactivate, delete, download, upload and print activities taking place within the consolidated application and the portal shall be recorded in a list format in the audit trail of the system, including:
  - a) details about the activity;
  - b) username, name, surname and unit pertaining to the user account executing the action;
  - c) date and time when the action was executed.
11. Audit trail records shall be automatically deleted when their retention period (if any) elapses.
12. The list of audit trail records, together with the other relevant information, may be sorted and filtered, or otherwise, to generate a report.
13. The reports may be viewed within the consolidated application.
14. The sorted / unsorted and/or filtered / unfiltered list of audit trail records may be downloaded in 'xlsx' or 'pdf' format or printed. The user shall be prompted to select the format of the report prior to downloading.
15. The full list of audit trail records may also be downloaded in 'xlsx' or 'pdf' format or printed.
16. The downloaded or printed list of audit trail records shall feature the header and footer specified by the Contracting Authority.
17. The printing of the list of audit trail records shall be done in accordance with the requirements specified in section A(l) of the business solution requirements.

## ***C. PORTAL***

### ***a. Homepage***

1. The portal homepage shall be a one-page website, featuring the MCCA A branding, same logo, general components (e.g. header, footer, etc.) and styles (including the colour scheme) of the website of the Contracting Authority. All sections and sub-sections shall also feature the MCCA A branding.
2. The homepage shall be accessible to all internet users.
3. The homepage shall be in line with the Web Accessibility Directive.

4. The user shall be prompted with a cookie consent banner / form, in line with GDPR requirements. The tool used to manage cookie preferences shall be selected in liaison with the Contracting Authority.
5. The portal homepage shall also feature:
  - Relevant information about the Contracting Authority and the ADR process, as provided by the Contracting Authority;
  - A login button, which changes to a log out button when the user is signed in;
  - A signup button, which disappears when the user signs in; and
  - An indication whether the user is signed in or not.

The above list is non-exhaustive, and the Contracting Authority reserves the right to request business-justified amendments to the above site map throughout the project lifecycle.

6. An auto-acknowledgement email shall be sent to users who submit their queries via the Contact Us section and those who submit their cases via the relevant forms.
7. Workflows for the handling of queries and cases shall be specified by the Contracting Authority. Quality control measures shall be implemented for all workflows, as specified by the Contracting Authority.
8. The Contracting Authority shall be able to amend the body content of the website by using a user-friendly graphical back-end interface integrated with the one-page website.
9. Five different body content layout templates shall be available for the Contracting Authority. Users having the relevant permissions shall be able to easily change the layout of the body content by selected the preferred layout template from the user-friendly graphical back-end interface.

#### **b. Sign Up**

1. Consumers, Economic Operators and Representatives, who do not have a valid eID card, shall be allowed to sign up for secure access to the portal. The username of these users shall be the primary email address. The primary email address of these users shall be validated, and the user shall not be allowed to use any functionalities of the system, except for changing the personal data, unless the primary email address is verified.
2. Users having a valid eID card shall not be allowed to sign up using a username and password specific to this portal. These users shall be redirected to the eID Single Sign On (SSO) screen to login. In this case, the relevant personal data shall be extracted from relevant external repositories and copied in the internal databases.

#### **c. Login**

1. Users having a valid Maltese eID card shall be allowed to authenticate, sign in and gain secure access to the below sections and sub-sections of the portal. If required, the eID Single Sign On (SSO) screen shall be displayed to the user. Upon signing in, relevant personal data of these users stored in the internal databases shall be updated (if required) in line with the relevant external repository.
2. Users who do not have a valid Maltese eID card shall be allowed to authenticate, sign in and gain secure access to the below sections and sub-sections of the portal using the email as the username and a password specific to this portal.
3. Appropriate use of sessions and cookies shall be made.

4. Non-eID card users shall be able to recover their password through a secure mechanism. The password recovery mechanisms shall be selected in liaison with the Contracting Authority. Users having a valid eID card shall be able to recover their passwords through available standard mechanisms.
5. Portal user accounts created offline (i.e. through the consolidated application) are to be assigned a random secure password. The portal user shall be requested to change and confirm the password upon first successful login. The verification of the primary email shall still apply for these users.

**d. Welcome Page**

1. Upon signing in, a welcome page shall be displayed to the user. The welcome page shall provide links to the other sections and sub-sections of the portal, and a summary of the pending and closed cases.
2. The name of the signed in user shall be displayed in the header of the welcome page.
3. Notifications
5. The portal users shall be notified about relevant updates and actions awaiting their action via email (if available). The notifications shall also be listed in this section.

**e. Profile**

1. The portal user shall be able to view and edit all fields pertaining to the profile details.
2. The portal user may delete non-mandatory fields pertaining to the profile details.

**f. Cases**

**NEW CASE**

1. The portal user shall be able to add a new case.

**PENDING CASES**

2. The portal user shall be able to view and update a selected case. All details pertaining to the case, to which the user has adequate access rights, shall be displayed in the case-dedicated page.

**CLOSED CASES**

3. The portal user shall be able to view a list of all closed cases. All details pertaining to the case, to which the user has adequate access rights, shall be displayed in the case-dedicated page.
4. The outcome of closed cases shall be displayed clearly and easily accessible.

**g. Settings**

1. Users having a username and password specific to this portal shall be allowed to change their personal and contact data through this section. Non-mandatory fields may be deleted.
2. Users signing in using their valid eID card cannot change their personal data through the system; however, they can change their contact data. Non-mandatory, non-personal fields may be deleted.

3. The user shall be able to change the preferred mode of communication.
  - The Consultant must also observe the latest visibility guidelines concerning acknowledgement of EC financing of the project, such as, but not limited to, the displaying of the EU emblem (to be provided by the Contracting Authority) and the text “This system was co-funded by the European Union’s Consumer Programme (2014-2020).” on the online portal.

## 4.3 - Project Management

### 4.3.1 *Responsible Body*

Malta Competition and Consumer Affairs Authority.

### 4.3.2 *Management Structure*

The grant is managed by a Project Management Team (PMT) which was set up specifically to oversee the management and implementation process of this initiative. Therefore, the proposed project will fit within the operations of the MCCA by being carried out through the PMT.

As a general overview, the PMT is responsible for the following actions:

1. Overseeing all aspects related to the implementation of the project;
2. Take decisions related to the management, administration and implementation of the initiative;
3. Making sure that timeframes are being respected; and
4. Prepare and submit the necessary reports relating to the project.

Although the PMT will be set up specifically to manage this project, the members of this team already have experience when it comes to implementing similar initiatives.

The key staff complement necessary to implement this project will consist of the MCCA’s employees. Therefore, the management and implementation of this project will be in the hands of existing staff within the MCCA and no new staff will be recruited to provide support for the project’s implementation.

The Project Leader (PL) is tasked with ensuring that project aims and objectives are achieved. The PL ensures that all deadlines are respected and liaises directly with the European Commission on any matters related to the project. The PL is responsible to check that the budget is not exceeded and that all rules related to procurement are respected. Lastly, the PL is responsible for organising the PMT meetings.

The Project Manager (PM) is tasked to oversee the implementation of the project by managing the resources available in the most effective manner and delegating duties according to the needs of the project and as approved by the Project Management Team. Moreover, the PM is also tasked to communicate with other stakeholders involved in the project to ensure effective project management and that deliverables are produced according to the agreed requirements.

The Project Coordinator is tasked with implementation of the day-to-day operations of the project as directed by the Project Manager. The Project Coordinator is also responsible to take minutes within the project management team meetings.

The Work Package Coordinator for this contract is tasked with implementation of the day-to-day operations of Work Package 3; coordinating between the different stakeholders, supplying information and resources required to implement the different activities within the work package.

The project team works within the Human Resources Director, The Finance Director and the Senior Manager responsible for quality to ensure smooth implementation of this project.

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

The Contracting Authority shall provide access to the development environment of the Power Platform, as well as access to servers and databases, as deemed necessary.

## **5. Logistics and Timing**

### **5.1 – Location**

The operational base for the project shall be the premises of the MCCA in Blata l-Bajda; however, the Contractor may work remotely for some phases of the project, as agreed with the Contracting Authority.

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

The intended commencement date and the period of execution of the contract will be six (6) months from the order to start service.

Article 18.1 of the Special Conditions determines the actual commencement date and period of execution.

## **6. Requirements**

### **6.1 – Personnel and Key Experts**

6.1.1 The Consultant shall select and hire other experts as required according to the profiles identified in these Terms of Reference.

All experts must be independent and free from conflicts of interest in the responsibilities accorded to them.

The selection procedures used by the Consultant to select these other experts shall be transparent, and shall be based on pre-defined criteria, including professional qualifications and language skills. The findings of the selection panel shall be recorded. The selection of experts shall be subject to approval by the Contracting Authority.

#### **Key Expert 1:**

The following are the requirements for the Programme Coordinator / Liaison Person key expert:

### **Skills**

- Be proficient in the English Language (both written and spoken).
- Possess the required managerial and operational skills to coordinate the contract.
- Have a good understanding of SQL databases.
- Be well versed with relevant data protection laws, in particular the General Data Protection Regulation (GDPR).

### **Role**

- Ensure the required coordination on behalf of the contractor.
- Be available to discuss with the MCCA on any issues related to the contract as well as to decide on behalf of the contractor.
- Control risks to avoid any cancellation and/ or delays.
- Deliver the identified deliverables.

### **Qualification**

Be in possession of a qualification at MQF Level 5, or higher or equivalent, in Programming, Computer Science, Engineering.

### **Key Expert 2:**

The following are the requirements for the Trainer(s) / Facilitator(s) key experts:

### **Skills**

- Be proficient in the English Language (both written and spoken).
- Have thorough understanding of the IT system developed.
- Have the skills to deliver training effectively and in an interactive manner by providing a hands-on experience to the trainees on how to use the IT system.
- Be well versed with relevant data protection laws, in particular the GDPR.

### **Role**

- Prepare the training material content, including the inputting of data in the IT system for demonstration purposes and to provide a hands-on experience to the trainees.
- Plan and deliver the training session.
- Address queries the trainees may have on the IT system.

### **Qualification**

Be in possession of a qualification at MQF Level 5, or higher or equivalent, in Programming, Computer Science, Engineering.

## **6.2 – Accommodation**

Not applicable.

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

The Contractor shall ensure that experts are adequately supported and equipped. In particular, he shall ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support its activities under the contract and to ensure that its employees are paid regularly and in a timely fashion.



The Contractor shall furnish his own tools, such as a computer, for the implementation of this project.

#### **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**

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

There must be a final progress report and final invoice at the end of the period of execution. The draft final progress report must be submitted at least one month before the end of the period of execution of the contract. Note that this final progress reports are additional to any required in Section 4.2 of these Terms of Reference.

#### **7.2 - Submission & Approval of Progress Reports**

One copy 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 Project Leader is responsible for approving the progress reports.

### **8. Monitoring and Evaluation**

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

- Indicator #1: Finalising the design phase in liaison with the Contracting Authority.
- Indicator #2: Finalising the UAT and validation protocols.
- Indicator #3: Development of the system.
- Indicator #4: Testing and validation of the system.
- Indicator #5: Deliver the documentation and the deploy the system.
- Indicator #6: Training delivery.

#### **8.2 - Special Requirements**

Not applicable.

## SECTION 4 - SUPPLEMENTARY DOCUMENTATION

### **4.1 - Draft Contract Form**

### **4.2 - Glossary**

### **4.3 - Specimen Performance Guarantee**

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

### **4.4 - General Conditions of Contract**

The full set of General Conditions for Services Contracts (Version 4) 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.

### **4.8 - General Rules Governing Tendering**

The contents of this procurement document 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 the Resources section of [www.etenders.gov.mt](http://www.etenders.gov.mt)).