

Malta Competition and Consumer Affairs Authority (MCCAA)

European Consumer Centre Malta (ECC Malta)

## REQUEST FOR QUOTATION

### Design and Development of the European Consumer Centre Malta (ECC Malta) Website

<b>Notice Number:</b>	ECC MT – 01/2021
<b>Closing Date:</b>	12 <sup>th</sup> May 2021
<b>Date of Publication</b>	29 <sup>th</sup> April 2021

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## 1.INTRODUCTION

### 1.1 Overview of European Consumer Centre Malta:

The European Consumer Centers' Network (ECC-Net) is a joint action by the European Commission and the Member States. The aim of the Network is that of increasing consumer confidence in the European Internal Market. An ECC office is found in all 27 Member States of the EU and in the non-EU members of the EEA: Norway; Iceland and the United Kingdom. The main functions of these offices are to provide information to consumers on cross-border purchases and to assist them with any complaints they may have with a business in another Member State. The objective is to make consumers feel as confident shopping throughout the EU as they do in their country of residence. ECC Malta is hosted by the MCCA.

ECC Malta informs, advises, and assists consumers from EU countries in connection with cross border trade within the EU. An important objective of the Centre is that of providing information and advice to consumers on their rights and obligations in connection with cross-border trade. Consumers can turn to the ECC to file a complaint on a product purchased or a disappointing service received from a business based in another EU Member State.

The aim of the ECC is to help consumers reach an amicable solution with the trader. Alternatively, when an amicable solution is not possible, the ECC will guide the consumer, through the appropriate tools and mechanisms, to find an out of court settlement to their complaint. Thus, another important objective of ECC Malta is to promote and encourage the development of Alternative Dispute Resolution (ADR) schemes.

### 1.2 Contact Details

The contact details for matters relating to this request for quotation are as follows:

**Dr. Roderick Aquilina**  
**ECC Net Malta**  
**47A South Street, Valletta**  
**[roderick.aquilina@mccaa.org.mt](mailto:roderick.aquilina@mccaa.org.mt)**  
**Tel: 21221901**

### 1.3 Clarifications and Addenda

Any proponent requiring clarification or interpretations of the request for quotations should do so in writing by sending an email to [roderick.aquilina@mccaa.org.mt](mailto:roderick.aquilina@mccaa.org.mt) . Such requests should be sent not later than four (days) prior to the closing date of request for quotations publication. Any request after this date will not be accepted.

Any interpretations, corrections or changes to the RFQ document will be published on the current MCCA website <https://mccaa.org.mt/>. No such changes or clarifications shall be made later than three (3) days prior to the closing date or receipt of the quotation.

It is proponent's responsibility to ensure that he or she has read all clarifications and addenda in relation to this RFQ.

#### 1.4 Submission of Quotations

- Submission will be received by ECC Malta until **Friday 12<sup>th</sup> May 2021 at noon**.
- Submissions must be made on email address [ecc.malta@mccaa.org.mt](mailto:ecc.malta@mccaa.org.mt)
- Submissions must be made in English and are to be clearly titled as follows:  
**Request for quotation for the design and development of the ECC Malta website**
- The name and address of the proponent should be clearly included in the email submission.

## 2. EUROPEAN CONSUMER CENTRE MALTA WEBSITE

### 2.1 Overview of Requirements:

The European Consumer Centre (ECC) in Malta would like to engage a subcontractor to design, develop and publish the ECC Malta official website. The website will be informational i.e. providing content for consumers seeking information about consumer activities in the European internal market.

The website shall be hosted on a MITA cloud-based environment to be provided by ECC Malta. The chosen subcontractor will be granted access to the environment to configure all the prerequisites and to ultimately publish the website.

### 2.2 Website Requirements:

- The website shall be designed and developed using the latest version of WordPress.
- The website shall have a WordPress Theme with the following features:
  - Retina Ready
  - jQuery support
  - Elementor Pro compatibility
  - Theme Options
  - WPML (Multilingual) + RTL compatibility
  - Gallery
  - Video
  - SEO Optimization
  - Bootstrap Framework (HTML, CSS & JS)
  - Shortcode generator
- The following plugins shall be available on WordPress:
  - WPML
  - Redirection
  - Meta Tag Manager
  - Broken Link Checker
  - Google Maps
  - GDPR Cookie Consent
  - Duplicate Page
  - Widget Shortcode
  - Yoast SEO
  - All in One SEO Pack

- Updraft plus
- Wordfence
- The website shall be SEO optimized.
- The website shall be fully responsive, even on mobile devices, catering for a minimum of 400x700 pixel screen resolution.
- The website shall be compatible with all present web browsers available such as Internet Explorer, Firefox, Google Chrome, Opera, Safari ...
- A user-friendly CMS shall be provided to the ECC Malta to be able to upload/edit/delete content and pages on the website.
- The website shall have the following URL: <https://eccnetmalta.gov.mt>.
- The website and its backend shall be developed in a secure environment using the HTTPS Protocol. Both the Contracting Body and MITA shall guide the subcontractor to apply for and install a wildcard SSL certificate onto the virtual machine.
- A facility is to be provided to have different user access rights and permissions to web content management.
- A search facility shall be available on the website.
- The chosen subcontractor must validate the design with ECC Malta before finalization.
- The design of the website shall reflect the corporate look of the business environment of ECC.
- The website shall be in bilingual format (English and Maltese).
- A facility to link to social media sites shall also be provided.
- The chosen subcontractor shall provide training on how to use the CMS of the website at no extra cost.
- The website must adhere to the Government of Malta's Website Policy available at [https://mita.gov.mt/wp-content/uploads/2020/07/GMICT\\_P\\_0051\\_Website.pdf](https://mita.gov.mt/wp-content/uploads/2020/07/GMICT_P_0051_Website.pdf)
- The website must conform to the Web Accessibility Directive (EU) 2016/2102 by being compatible with the latest version of the Web Content Accessibility Guidelines (WCAG), to be accessible to people with disabilities.
- The website must be GDPR-compliant.
- The website must have an uptime of 99.9%
- The CMS shall provide the facility to insert html tags/google analytics code within page code.
- The website must have an audit trail mechanism so that all activities taking place on the backend are recorded. Each record should include the details about the activity, the logged in user who executed the action and the date and time of the executed action.
- The website shall be connected to Google Analytics.
- The content published on the website must show last updated date.
- The website shall be hosted on a Windows Server virtual machine in MITA's Off-Premises cloud-based environment (<https://cloud.gov.mt/>) .
- A service level agreement (SLA) shall be drafted and signed by the Contracting Body and the chosen bidder in order to guarantee the delivery of website support for the next three (3) years.

### 2.3 Website Structure (Sitemap):

- The website shall consist of a homepage, sections, and sub-sections, in line with the below:
  - Homepage
    - About Us

- ECC Malta
  - ECC-Net Quality Charter
  - The Network
- Consumer Information
  - Online Purchases
    - Distance Selling Rights
    - How to shop online safely
    - Drop Shopping
  - Physical Purchase
    - In-store purchases
    - Off-premises purchases
  - Consumer Rights
    - Liability for Defective Products
    - Unfair Business to Consumer Commercial Practices
    - Unfair Terms in Consumer Contracts
  - Unfair Practices
    - Scams
    - Misleading Practices
    - Counterfeit and Piracy
  - Guarantees
    - Legal Guarantee
    - Commercial or International Guarantee
  - Travel
    - Air Passenger Rights
    - Rights for Disabled Persons and persons with reduced mobility
    - Baggage
    - Package Travel
    - Individual Booking
    - Timeshare
    - Car Rental
    - Driving in Europe
  - Geo blocking
  - Information for Business
- Redress
  - ECC Procedure
  - ODR/ADR
  - ESCP
- Publications
  - ECC Malta Newsletter
  - ECC Malta Brochures
  - ECC Malta Articles
  - ECC Net Reports
  - Videos
- Contact Us
  - Contact Details
  - Ask a question
  - Submit a complaint

- News
  - Press Releases
- FAQs

## **2.4 Response Format**

Interested proponents are requested to submit their responses using the form in Appendix A together with additional supporting documentation that specify how the contract will be implemented.

Appendices B-D are provided for information purposes only and do not need to be filled in as part of the proposal.

Incomplete or incorrect filled in forms will be disqualified.

## **2.5 Timeframes**

It is expected that the award contract will be signed by the **14<sup>th</sup> May 2021**. The successful proponent will be expected to perform the required design and development over a period not exceeding **50 days** from signature of contract.

## **2.6 Supplier Capabilities**

Bidders are required to have the skills and capacity to deliver the required products and services within the stipulated timeframe.

## **2.7 Budget**

The maximum value of this proposal is **Eur 5,900** inclusive of VAT .

## **2.8 Evaluation Criteria**

The winning proposal will be the least expensive technically compliant submission.

## **2.9 Contract for Service**

The successful proponent will be required to sign a Contract based on the draft found in Appendix B, including the Statement of Non-Solicitation and the Confidentiality Agreement.

## **2.10 Terms of Payment**

The terms of payment in relation to this proposal will be of payment within 50 days after receipt of the invoice.

Payment will be split into 2 payments, 25% upon commissioning and the remaining 75% upon completion due by one month from launching of the website.

### **2.11 Business Relationship**

- The contractual relationship between parties will be a supplier-customer relationship, based on a professional and reliable customer service.
- MCCA may terminate the contract should any of the deliverables not be of the required level and quality matching the standards of ECC Malta.
- MCCA remains the sole and exclusive owner of all IPR for all the deliverables
- Authorship of the work contracted in this proposal may or may not be credited at the discretion of MCCA.
- The selected supplier will not issue any press releases, publicity or any form of communication that relates to this agreement or supplier's relationship with MCCA without prior written consent from MCCA.

### **2.12 Confidentiality Treatment of Information**

All information submitted as part of the Offer will be treated in strictest confidence.

Any attempt by a proponent to obtain confidential information, or influence ECC Malta during the process of examining, clarifying, evaluating, and comparing the quotation documents, will lead to the automatic rejection of the relevant proposal.

### **2.13 Treatment of Proposals**

- MCCA reserves the right to cancel this process without incurring any penalty or cost or any liability however so;
- MCCA may, at its own discretion, decide not to select any proposal even the most advantageous offer;
- MCCA may, at its own discretion, decide to select a subset of the proposal or conduct the implementation of the proposal in stages over a period of time;
- MCCA reserves the right not to consider offers that have missing mandatory information;
- MCCA will not consider joint bids;
- MCCA may disqualify the bidder completely if it does not abide by the above instructions.

### **2.14 Selection of proponent**

Only offers that meet the following eligibility criteria will be considered for evaluation. Offers that fail to satisfy any of the eligibility criteria will not be processed any further.

1. The submission follows the requested response format and all sections are complete.
2. The financial schedule follows the requested format and is inclusive of all charges foreseen.
3. The offer does not exceed the indicated budget.
4. The offer is received by the specified closing date and time.



## **2.15 Data Protection Clause**

The information collected shall be processed in accordance to the Data Protection Act (Chapter 586 of the Laws of Malta). The quotations to this RFQ are confidential and intended solely for the use of this RFQ process and will not be disclosed or copied without the consent of the applicant to anyone outside MCCA unless the law permits us to.

## **Appendix A –Quotation Response Form**

Request for quotation for the design and development of the ECC Malta website.

Notice Number ECC MT-01/2021 Closing Date 12<sup>th</sup> May 2021

### **Section 1 - Organisation Details**

Organisation Name:	
Registered Address:	
Local Address (if different from above):	
Year organisation was founded:	
Website url:	
Name of contact person:	
Position of contact person:	
Email address of contact person:	
Telephone Number(s):	
Brief Organisation Profile (one page max):	

## Section 2 – Financial Offer

Request for quotation – ECC MT-01/2021

In this section kindly specify the relevant charges which include:

• Design & Development of Website	
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•	
• Hosting per year at MITA:	
•SLA – Yearly fee :  Maintenance per hour:  Timeframes:	
• Training:	
• CMS:	
<b>Total:</b>	

\*All prices quoted should be inclusive of VAT

I certify that the information provided above is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in this declaration may lead to my organisation being excluded from participation in future tenders.

Name of Proponent's representative

Position

.....

.....

Stamp

Signature

.....

Date .....

### Appendix B ECC Malta Website Draft Contract

THIS CONTRACT having a reference of ECC MT-01/2021 made this day of the \_\_\_\_\_  
between:

on behalf of the (hereinafter called the "Contractor")

and

on behalf of ECC Malta (hereinafter called the "Customer")

WHEREAS the Customer wishes to purchase goods / services to fulfil the functions hereinafter described;

AND WHEREAS the Contractor has the necessary skill and expertise to provide such services; and is qualified to do business wherever necessary to carry out the terms of this Contract;

NOW THEREFORE UNDER THIS CONTRACT in consideration of the mutual covenants and contracts herein contained and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows:

#### **Article 1.00 - Definitions**

In this Contract the following terms shall have the meanings hereinafter assigned to them unless the context otherwise requires:

1.01 'Charges' shall mean the charges and other fees and terms of payment, as defined in Annex 1.

1.02 'Contract' shall mean this agreement between the Customer and the Contractor for the provision of the goods / services described herein, including all appendices hereto, to which reference may properly be made in order to ascertain the rights and obligations of the parties.

1.03 'Contract period' means the period / time frames as per project plan defined in Annex 1.

1.04 'Contractor' shall include the Contractor's legal representatives and permitted assignees.

1.05 'Date of Commissioning' shall be the date certified by the Customer as the date that the delivered goods / services would have passed the Tests.

1.06 'Goods / Service' means the work / equipment / services / software procured under this contract.

1.07 'Locations' shall mean all sites designated by the Customer.

1.08 'Implementation' is the point in time at which the goods / services have been delivered, installed, tested and the appropriate certificate issued, and is in such state as to allow their commencement for use.

1.09 'Letter of Acceptance' shall mean a letter submitted to the Contractor by the Customer in which the Customer indicates the acceptance of the Contractor's Tender proposal under the conditions and to the extent outlined within this Letter of Acceptance.

1.10 'Project Plan' shall mean the schedule of works / services / deliverables of goods / services presented in Annex 1.

## **Article 2.00 - The Goods / Service**

2.01 The scope of this contract shall be the Design and Development of the ECC Malta website

2.02 The Contractor shall deliver and install to Locations the complete order of Goods / Services by not later than the delivery periods and project plan as stipulated in this contract.

## **Article 3.00 - Duration**

3.01 This Agreement shall come into force on the date of signature and shall be valid for the Contract Period.

## **Article 4.00 - Charges and Terms of Payment**

4.01 Payment of all Charges by the Customer will be due to the Contractor in accordance with the terms of payment defined in Annex 1 and after a receipt of a proper invoice by the Contractor.

4.02 The Customer shall submit payment within 50 days of receipt of a proper invoice.

## **Article 5.00 – Good Faith**

5.01 Each party shall at all times act in good faith to achieve the objectives of this Agreement.

## **Article 6.00 – Penalty**

6.01 If the services and work are not completed and delivered within the time-frames specified in the contract, the Contractor shall be liable to a per diem penalty as stipulated in Annex 1 up to the day on which the services and work are delivered, provided that the Customer may remit such penalty, wholly or in part, if it is satisfied that the delay could not have been avoided.

Besides the penalties for delay envisaged in these conditions and without prejudice to all other liabilities arising out of the contract, the Contractor shall also become liable to a penalty if the rate of progress of the work throughout the contract period is not in accordance with the agreed and documented work schedule / project plan. Penalties incurred by the Contractor shall be deducted from the fees due.

Provided that in the latter event unless the Contractor within thirty (30) days from the due date of delivery of the materials to site, resumes supplies of such materials as provided for in these conditions, the Customer shall be entitled to hold the Contractor responsible for damages incurred by the Customer as a result of the delays referred to in these conditions.

#### **Article 7.00 - Notices**

7.01 Any notice or other communication required to be given under this Agreement shall be served by email to the following address:

**[ecc.malta@mccaa.org.mt](mailto:ecc.malta@mccaa.org.mt)**

b) Contractor

Name:

Tel:

Email:

#### **Article 8.00 - Amendment**

8.01 The Contract may be amended from time to time as necessary with the mutual consent of both parties. The amendments shall be executed in writing, dated and signed by both the Customer and the Contractor, and attached to the Contract.

#### **Article 9.00 - Entire Contract**

9.01 The Contract constitutes the entire agreement between the parties. There are no other contracts, understandings, representations or warranties, collateral, oral or otherwise.

#### **Article 10.00 - Governing Law and Jurisdiction**

10.01 This Contract shall only be interpreted under, and governed by, the laws of Malta.

10.02 Any dispute concerning this Contract or any Purchase Order shall be resolved in accordance with the following section: -

a. The dispute shall first be referred by either Party to their respective Contract Manager;

b. In the event that the Contract Managers fail to resolve the dispute within two (2) working days from the date when the dispute was first referred to them, the dispute shall be referred in writing to a single arbitrator to be agreed upon between the Parties.

10.03 Failing agreement on the appointment of the arbitrator or where the appointed arbitrator fails to start dealing with the matter within five (5) calendar days from his appointment, either party may submit the dispute to the Malta Arbitration Centre.

10.04 The Parties agree that provisionally the costs and fees of the arbitration shall be shared equally between the parties and that the arbitral award shall be binding on both Parties and shall not be subject to appeal. The Arbitrator shall in his determination of the dispute establish the extent of the costs and fees of the arbitration to be paid by each of the parties.

10.05 Notwithstanding any dispute between the Parties, the Contractor undertakes that, pending such time as the matter is resolved amicably between the Parties or by arbitration pursuant to this section, the Contractor shall not suspend, interrupt or impede the provision of the Service as contemplated in the Purchase Order / Contract / Agreement in any way whatsoever.

10.06 The rights and remedies of the Contractor and the Customer under this Agreement are cumulative, and are in addition to and not in substitution for any rights or remedies at law; and any single or partial exercise by the Contractor or the Customer of any right or remedy for default or breach of any term, covenant, condition, or agreement by the Customer or the Contractor, herein contained, shall not affect the rights of the Contractor or the Customer, and shall not be deemed to be a waiver of or alter, affect or prejudice any other rights or remedies, to which either Party may be lawfully entitled, in respect of the same default or breach; and any waiver by either Party of the strict observance, performance or compliance with any term, covenant, condition, or agreement herein contained, or indulgence granted shall not be deemed to be a waiver of any subsequent default or breach of the terms of this Agreement.

#### **Article 11.00 - Supervening Illegality and Severance**

11.01 If any term or provision in this Contract shall be held to be illegal or unenforceable, in whole or in part, under any law, such term or provision or part thereof shall to that extent be deemed not to form part of this Contract but the validity and enforceability of the remainder of this Contract shall not be effected.

#### **Article 12.00 - General**

12.01 Headings to the articles of the Contract are for ease of reference only and shall not affect the interpretation or construction hereof.

12.02 The singular shall include the plural and vice-versa. Definitions may be used in the singular or in the plural.

**Article 13.00 - Coming into Force**

13.01 The effective date of coming into force of the Contract is the date when both parties shall have signed this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorised to execute this Agreement.

Authorised Signature

Authorised Signature

Name

Name

Date

Date

The Customer

The Contractor

Request for quotation Notice Number: ECC MT-01/2021



## Appendix C Statement of Non-Solicitation

### Statement of Non-Solicitation

We

(Vendor's Name)

(Vendor's Address)

warrant, under our sole responsibility, that:

1. at the time of entering into any contract of supply with the Malta Competition and Consumer Affairs Authority on behalf of the European Consumer Centre Malta (hereinafter "MCCAA"), throughout the duration of any such contract, and for three (3) months thereafter, neither the leading partner nor any of its associated companies or their directors shall engage any employee or consultant of MCCAA, whether directly or indirectly, full or part-time, paid or unpaid, in a consultancy or in any other role or form whatsoever without MCCAA's prior written consent.
2. we understand and accept that this warranty may be made public by MCCAA if, in its considered opinion, circumstances arise which warrant such publicity.
3. we understand and accept that any infringement of this warranty may, at the discretion of MCCAA, result in severance of any or all contracts of supply between an offending supplier and MCCAA. This shall not prejudice any rights pertaining to MCCAA, which rights shall have arisen prior to any severance of contract as above stated.

Date

Name and Signature of Company Director

## Appendix D Confidentiality Agreement

### Confidentiality Agreement

I, \_\_\_\_\_ holder of ID card number \_\_\_\_\_ residing at

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agree to enter into this Confidentiality Agreement with the Malta Competition and Consumer Affairs Authority on behalf of the European Consumer Centre Malta (hereinafter the "MCCAA") as set out below:

1. The undersigned undertakes to treat as secret and confidential all information, which he / she comes across in relation to this project.
2. The undersigned shall not, without the prior written consent of MCCAA or as otherwise required by law, disclose any confidential information of MCCAA in whole or in part to any other person save those persons who are directly involved in this project and who need to know the same for reasons connected with the project.
3. The undersigned undertakes to make each of the parties to whom any confidential information of MCCAA is disclosed under this Agreement, aware of the nature of such information and shall procure that each such third party shall abide by the terms of this Agreement.
4. The undersigned undertakes to use all confidential information solely in connection with the performance of the project and not for its own benefit or the benefit of any third party.
5. It is understood and accepted that the provisions of the Official Secrets Act (Chapter 50 of the Laws of Malta) may also apply.

Date

Name and Signature of Company Director