

**Tender for the
Online Tool Developer
for the Active Citizens Lab**

Date Published	<i>20th April 2021</i>	
Deadline for Submission	<i>11th May 2021</i>	<i>1500hrs</i>
Tender Opening	<i>12th May 2021</i>	
Results	<i>12th May 2021</i>	

SECTION 1: GENERAL INSTRUCTIONS FOR TENDERERS

1.1 General Instructions

1.1.1 In submitting a tender, the tenderer accepts in full and in its entirety, the content of this tender document, including subsequent clarifications issued by SOS Malta, whatever his own corresponding conditions may be, which he hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document.

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

Prospective tenderers must submit their response to this tender as indicated in Section 1.10

1.1.2 The subject of this tender is the supply and delivery of the Online Webtool for the ACF pre-defined project: Active Citizens Lab. This project is implemented by *SOS Malta* and is funded through the Active Citizens fund managed by the Iceland Liechtenstein Norway grants.

1.1.3 The Online Webtool for the ACF pre-defined project: Active Citizens Lab shall be delivered by early October 2021, this understanding that a development of such a tool would take at time of development. However, it is expected of the applicants to provide a time frame in the form of a Road map of the development of the application.

1.1.4 This contract would need a quotation to be sent. This quotation will need to be of a maximum of **50,000 euro**.

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

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

1.2 Timetable

	DATE	TIME
Deadline for request for additional information from <i>SOS Malta</i>	6 th May 2021	1700hrs
Deadline for submission of tenders	11 th May 2021	1500hrs
Tender opening session	12 ^h May 2021	1530hrs
All times Central European Summer Time (CEST)		

1.3 Lots

1.3.1 This tender is not divided into lots, and tenders must be for the whole of quantities indicated.

1.4 Variant Solutions

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

1.5 Financing

1.5.1 This project has been funded through the Active Citizens Fund that is managed by the Iceland Liechtenstein Norway grants.

1.5.2 The beneficiary of the financing is *SOS Malta* and all tax invoices and fiscal receipts shall be addressed to the same organisation. The address is as follows:

Santa Venera Office:
Address: 10 Triq il-Ward
Town: Santa Venera
Post code: SVR 1640
Malta

1.5.3 The budget allocated for this procurement must not exceed inclusive of all applicable taxes.

1.6 Clarification Meeting

1.6.1 The clarification meeting will be held on *27th April 2021*. The main purpose of this meeting is to answer any queries and clarify details and other information relating to this tender. For this purpose please email ACL@sosmalta.org

1.7 Currencies of Tender and Payments

- 1.7.1** The currency of the tender is the Euro (€). The bids must be expressed in Euro (€).

- 1.7.2** Payments will be made in increments with 30% up front and then following set milestones with further 30% and then on full completion of the project 40%

SECTION B: TENDER DOCUMENTS

1.8 Selection Criteria

- 1.8.1** In order to be considered eligible for the award of the contract, tenderers must provide evidence that they meet or exceed certain minimum criteria described hereunder.
- 1.8.2** Financial and economic standing - No evidence of financial and economic standing is required.
- 1.8.3** Proof of technical capacity of the organisation to be able to produce the Online Web Tool.

1.9 Explanations/Clarification Notes Concerning the Tender

- 1.9.1** Tenderers may submit questions in writing to the Online Web tool for the ACF pre-defined project: Active Citizens Lab by sending an email to acfmalta@sosmalta.org until *6th May 2021*. *SOS Malta* shall reply to all tenderers' questions, and amend the tender documents by publishing clarification notes, up to at least 3 calendar days before the deadline for submission of tenders.
- 1.9.2** Questions and answers, and alterations to the tender document will be sent to all prospective bidders by e-mail. Clarification notes will constitute an integral part of the tender documentation, and it is the responsibility of tenderers to check their respective e-mail account in order to obtain the latest information published prior to submitting their Tender.
- 1.9.3** Prospective tenderers are required to register their respective contact details at acfmalta@sosmalta.org for any clarifications/communications pertaining to this tender procedure will be communicated to them in due time as per tender document. *SOS Malta* shall not be held responsible for any misdemeanour if this condition is not adhered to.
- 1.9.4** *SOS Malta* may, at its own discretion, as necessary, extend the deadline for submission of tenders to give tenderers sufficient time to take clarification notes into account when preparing their tenders.

SECTION C: SUBMISSION OF TENDERS

1.10 Presentation & Submission of Tenders

1.10.1 The tender must comprise the following duly completed documents, inserted as attachments to the email Tender Form (refer to Section 3).

- (i) Tenderer's technical offer in response to specifications outlined in Section 2. Include all relevant literature.
- (ii) A financial bid calculated on a basis of Delivery Duty Paid (DPP) for the works/supplies tendered (refer to Section 4).

1.10.3 All tenders must be received by not later than 11th May 2021 at 1500hrs and sent by email to acfmalta@sosmalta.org

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

1.11 Alterations and Withdrawal of Tenders

1.11.1 Tenderers may alter or withdraw their tenders by written notification prior to the Online Webtool for the ACF pre-defined project: Active Citizens Lab. No tender may be altered after the deadline for submission.

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

SECTION D; EVALUATION OF TENDERS

1.12 Opening of Tenders.

1.12.1 Tenders will be opened by *SOS Malta* on 12th of May.

1.13 Secrecy of the Procedure

1.13.1 After the opening of the tenders, no information about the examination, clarification, evaluation or comparison of tenders or decisions about the contract award may be disclosed before the notification of award.

1.13.2 Information concerning checking, explanation, opinions and comparison of tenders and recommendations concerning the award of contract, may not be disclosed to tenderers or any other person not officially involved in the process unless otherwise permitted or required by law.

1.13.3 Any attempt by a tenderer to approach any member of SOS Malta directly during the evaluation period will be considered legitimate grounds for disqualifying his tender.

1.14 Tender Evaluation Process

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

SECTION E; CONTRACT AWARD

1.15 Criteria for Award

1.15.1 The award criteria will be based on the price, proposal, and the proof of capacity.

1.16 Right of *SOS Malta* to Accept or Reject any Tender.

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

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

1.16.3 Cancellation may occur where:

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

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

1.17 Appeals

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

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

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

1.18 The Letter of Acceptance

- 1.18.1** After the lapse of the appeals period and pending that no objections have been received and/or upheld, the successful tenderer may be invited to clarify certain contractual questions raised therein. Such clarification will be confined to issues that had no direct bearing on the choice of the successful tender. The outcome of any such clarifications will be set out in a Memorandum of Understanding, to be signed by both parties and incorporated into the letter of acceptance.
- 1.18.2** Within 7 calendar days of receiving the letter of acceptance (against acknowledgment of receipt) from *SOS Malta*, the successful tenderer will sign a copy of the Letter of Acceptance and date the Letter of Acceptance and return it to *SOS Malta*.
- 1.18.3** If the selected tenderer fails to sign and return the copy of the Letter of Acceptance and other required documentation within the prescribed 7 calendar days, *SOS Malta* may consider the acceptance of the tender to be cancelled.

The tenderer whose tender has been evaluated as [second cheapest/second most economically advantageous] may be recommended for award, and so on and so forth.

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

1.19 Period of Delivery

- 1.19.1** The period of delivery indicated in Clause 1.1.3 of the Instructions to Tenderers commences from the letter of acceptance date or as instructed in the Letter of Acceptance.

1.20 Data Protection Clause

- 1.20.1** Any personal data submitted in the framework of the procurement procedure and/or subsequently included in the contract shall be processed pursuant to 'Data Protection to Chapter 586 of the Laws of Malta.

1.20

As part of the services, the service provider will be required to process personal data. The service provider confirms that the Services rendered are to be fully compliant to Data Protection Legislation which includes The General Data Protection Regulation (EU) 2016/679 (GDPR) and the Data Protection Act (Chapter 586 of the Laws of Malta) regulate the processing of personal data whether held electronically or in manual form. It shall be processed solely for the purposes of the performance, management, and follow-up of the procurement procedure and/or subsequent contract by SOS Malta and the successful bidder

SECTION 2 – TECHNICAL SPECIFICATIONS

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

2.1 Contract Objective

2.1.1 This tender is for the supply, delivery, and commissioning of *Online Tool Developer for the Active Citizens Lab*. This project has been funded through the Iceland Liechtenstein Norway grants through the EEA Grants.

2.2 Delivery Period

2.2.1 The delivery Period shall be between 8-12 weeks from date of signature of the 'Letter of Acceptance'.

2.3 Specifications

- **Interactive Web App with integrated applications such as**
 - **Facebook chat**
 - **Web conferencing applications**
 - **Upload and storage of images and videos**
 - **Interactive Map with call to actions**
- **Maintenance cost for the duration of the project**
 - **This will run for three years**
- **Hosting Costs**
 - **For Three Years**
 - **If hosting is carried out by third party this needs to be specified.**
 - **Access to backend for SOS Malta**
- **Hosting on IOS and Android**
- **Both back end and front-end development of the Web App must be included**
- **Continuous communication with SOS Malta on the process of Development**

SECTION 3 – TENDER FORM

Online Tool Developer for the Active Citizens Lab for SOS Malta

A. TENDER SUBMITTED BY:

Name		Surname	
Email		Phone	
Address			

B. CONTACT PERSON FOR THIS TENDER:

Name		Surname	
Email		Phone	
Address			

C. TENDERER'S DECLARATION(S)

To be completed and signed by the tenderer.

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

1. We have examined, and accept in full and in its entirety, the content of this tender document (including subsequent Clarifications Notes issued by *SOS Malta*) for invitation to tender *Online Tool Developer for the Active Citizens Lab* of 12th February 2021. We hereby accept the contents thereto in their entirety, without reservation or restriction. We also understand that any disagreement, contradiction, alteration or deviation shall lead to our tender offer not being considered any further.
2. We confirm that the Grand Total Price of our tender (inclusive of duties, other taxes/charges, Eco-Contribution (if any) and any discounts) is according to the Grand Total on page 12 of this document.
3. This tender is valid for a period of 4 weeks from the deadline of submissions.
4. We are not bankrupt or under an administration appointed by the Court, or under proceedings leading to a declaration of bankruptcy. We also declare that we have not been convicted criminally or found guilty of professional misconduct. Furthermore, we are up to date in the payment of social security contributions and other taxes.
5. We accept that we shall be excluded from participation in the award of this tender if compliance certificates in respect of declarations made under Clause 4 of this declaration are not submitted by the indicated dates.
6. We will inform *SOS Malta* immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any false, inaccurate, or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the Government of Malta and the European Communities.
7. Our tender submission has been made in conformity with the Instructions to Tenderers, and in this respect, we confirm that the following documentation has been included:
 - Tender Form (Section 3)
 - Technical Offer (in response to specifications outlined in Section 2).
 - Financial Bid (Section 4)
8. We note that *SOS Malta* is not bound to proceed with this invitation to tender and that it reserves the right to cancel the contract. It will incur no liability towards us should it do so.

Name and Surname:

I.D. / Passport Number:

Signature of tenderer:

Duly authorised to sign this tender on behalf of:

Company/Lead Partner VAT No: (if applicable)

Stamp of the firm/company:

Place and date:

SECTION 4 - FINANCIAL BID

**SOS Malta - Tender for the
Online Tool Developer**

for the Active Citizens Lab, the Online Webtool for the ACF pre-defined project: Active
Citizens Lab for SOS Malta

	Amount in Euro (€)
Budget	50,000

The budget allocated for this procurement must not exceed *€50,000* inclusive of all applicable taxes.

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

Signature:

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

Date: