

Notice Number            MCST 07/2009  
Closing Date              **1200 hours on 30<sup>th</sup> June 2009**  
Date of Publication        16<sup>th</sup> June 2009

**Website Development and Logo Design – ERA Prism  
for the Malta Council for Science and Technology**

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**Invitation to Tender**

**June 2009**

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# 01. Instructions to Tenderers and General Conditions

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## 1.1 Objective

The Malta Council for Science and Technology (MCST) invites suitably qualified individuals and organisations to submit proposals for the provision of **Website Development and Logo Design – ERA-Prism** to the MCST. Further details regarding the required services and terms of engagement are provided in Section 2 of this document.

## 1.2 Contracting Authority

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

The CEO,  
Malta Council for Science and Technology  
Villa Bighi, Bighi KKR 1320  
Malta  
Telephone: +356 2360 2118  
Fax: +356 2360 2140

## 1.3 MCST Rights and Reservations

The MCST:

1. reserves the right to cancel this ITT process without incurring any penalty or cost;
2. may, at its own discretion, decide not to select any proposal or not to award any Contract even the most advantageous offer;
3. reserves the right not to consider offers that have missing mandatory information;
4. may disqualify the Bidder if it does not abide by the instructions in this document.

## 1.4 Clarifications and Addenda

1. A Bidder requiring clarification or interpretations of the ITT document should do so in writing. The written request should reach The CEO, MCST at least four (4) days prior to the closing date of receipt of the tenders. Any request after this date will not be accepted.
2. Any interpretations, corrections or changes to the ITT document by the CEO, MCST, will be made by official addenda. Interpretations, corrections or changes made in any other manner will not be valid, and Bidders shall not rely upon such interpretations, corrections and changes.
3. No addenda shall be issued later than six (6) days prior to the last date of receipt of responses with the exception of an addendum postponing the closing date of receipt of responses or notice of withdrawal of this ITT.
4. Each Bidder shall ascertain, prior to submitting the response, that he or she has received all addenda issued and shall acknowledge their receipt in his or her response.

Clarifications and addenda will be notified through the website: <http://www.mcst.gov.mt>.

## 1.5 Response

Interested Bidders are requested to submit their responses using the form in Appendix B. Incomplete or incorrectly filled in forms will be disqualified.

## 1.6 Submissions

Each submission must be presented in the form of **one** (1) printed copy. Information supplied by the Bidder in response to this tender will be treated as confidential and all materials provided by the Bidder are non-returnable.

The closing date and time for the submission of responses to this Invitation to Tender (ITT) is **1200 hours (noon)** Malta time on **Tuesday 30 June 2009**. Responses and any related supplementary information are to be drawn up in English **ONLY** and should be clearly marked:

### **Website Development and Logo Design – ERA-Prism to MCST – MCST 07/2009.**

The submissions are to be deposited in the tender box between the hours of 0900 and 1700 at the address indicated above. Late submissions will not be considered.

## 1.7 Grounds for Disqualification

The MCST may at its discretion disqualify a submission on one or more of the following grounds. If the Bidder:

- a) is bankrupt, or is being wound up, or whose affairs are being administered by the court, who has entered into an arrangement with creditors or who has suspended business activities or who is in any analogous situation arising from a similar procedure under national laws and regulations;
- b) is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws or regulations;
- c) has been convicted of an offence concerning his professional conduct by a judgement which has the force of *res judicata* in accordance with the laws of Malta;
- d) has been declared guilty of grave professional misconduct proven by any means which the MCST can demonstrate;
- e) has not fulfilled obligations relating to the payment of social security contributions in accordance with the legal provisions of Malta or the country in which he is resident;
- f) has not fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of Malta or the country in which he is resident;
- g) is guilty of misrepresentation in supplying the information required under this contract notice or has not supplied such information.

## 1.8 Evaluation Criteria

Evaluation of tender submissions will be on the basis of the criteria listed below.

<b>Criterion</b>	<b>Weighting</b>
Examples of logo design	10
Quality of portfolio and track record of the Bidder.	50
Quoted price	40

## **1.9 Confidentiality of Procedure**

The entire evaluation procedure is confidential. The Evaluation Committee's decisions are collective and its deliberations are held in closed session. The members of the Evaluation Committee are bound to secrecy.

The evaluation reports and written records, in particular, are for official use only and may not be communicated neither to the tenderers nor to any party other than the Central Government Authority, the Commission, the European Anti-Fraud Office and the European Court of Auditors.

## **1.10 Publication of Results**

Once the CEO approves the recommendations made by the Evaluation Committee, the MCST will advise all Bidders of the result of the evaluation, and will issue a notice and affix an advertisement at its premises, indicating the awarded public contract, the financial aspect of the award and the name of the successful Bidder.

In line with Public Contracts Regulations, a period of three working days shall be allowed to provide for any possible appeals to be made before the next stage of the process can be proceeded with.

## **1.11 Right of Recourse**

This ITT is being published and awarded subject to the Right of Recourse procedure as set forth in the Public Contracts Regulations 2005 as amended by Legal Notice No. 410 of 2007. A copy of the relevant Section 20 of these regulations is being included as Appendix C of this document.

## **1.12 Arbitration**

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the rules of the Malta Arbitration Centre as at present in force.

## **1.13 Confidentiality of Information**

The MCST shall fully respect the confidential nature of any information furnished by Bidders in response to this tender. This shall be without prejudice to the legal obligations regarding publication of the results of awarded tenders.

## 02. Requirements

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### 2.1 Malta Council for Science and Technology Profile

The Malta Council for Science and Technology (MCST) was established in 1989 as the national policy advisory to Government on Science and Technology Policy. Current responsibilities include :

- developing strategic policy advice to the Government on Research and Innovation Policy;
- promoting participation in the EU Framework Programme for Research (FP7) in Malta;
- managing the local R&I funding programme;
- promoting scientific culture across all age groups.

Besides the performance of its core responsibilities, the MCST regularly engages in projects and activities funded by the EU in support of its mandate, and is often requested to provide reports, information and statistics related to its area of competence.

### 2.2 Background – ERAPRISM Project

The Malta Council for Science and Technology (MCST) is coordinating an FP7 policy project titled “ERA PRISM - Policies for Research and Innovation in Small Member States to advance the European Research Area “. Amongst other activities, the MCST is responsible for the following tasks:

- The design of a logo for the project;
- Design and development of a website for the project.

### 2.3 Required Services

The MCST is seeking, through this tender, to identify an organisation which can provide it with the following services:

1. The design of a logo for the project.

The design of the logo must be acceptable to the MCST and the Bidder must initially submit three different designs for consideration by the MCST. The Bidder must be prepared to make modifications to the initial submission until a satisfactory result is achieved.

2. The design, development, maintenance and hosting of a website as specified in Appendix A.

The website includes some non-standard features yet it is important that it is published within a short timeframe. For this reason it is being proposed to adopt a phased approach with three stages of delivery, with each incremental version of the website going live as soon as it is finalised and tested.

### 2.4 Financial Quotation

Bidders are requested to quote for the following:

#### **Initial costs**

- The design and programming of the website in accordance with the specifications listed in Appendix A;
- The design and programming of the homepage and three lower-level templates;
- Initial loading and formatting of 20 pages of content in English, including uploading of documents;

- Provision, purchasing or licensing of authorised images and any other multimedia content;
- Purchasing and first annual licensing of any software required for the proper operation of the website, whether such software belongs to the Bidder or to third parties;
- Support and fixes during the warranty period;
- Initial training in the use of the software for 2 individuals.

#### **Recurrent costs**

- Annual licensing of any software required for the proper operation of the website, whether such software belongs to the Bidder or to third parties;
- Hosting charges for the website;
- Domain name registration charges;

#### **Labour costs**

- Labour charges to cover maintenance, support and enhancements.

The Recurrent and Labour costs are to remain valid for a period of two years following final acceptance of the website by the MCST, following which they may be revised upward at a rate not exceeding 3% per annum.

The **initial cost** related to the development of the website is estimated to be in the region of €3,500 (inclusive of VAT).

## **2.5 Target Audience**

The website is aimed primarily at policy-makers and managers of research funding programmes working in the area of scientific research. The wider scientific community and the general public constitute the secondary audience.

## **2.6 Content**

The verbal content will in English only and will be provided by MCST.

The Bidder will be responsible for providing all other content such as images, photographs, etc. The Bidder shall guarantee he has rights of use for any elements of graphics, photos, designs, or other artwork included in the website, and that such rights will be legally transferred to MCST with the website.

## **2.7 Ownership**

Ownership of all designs, content and website code developed by the Bidder on behalf of MCST through this tender rests with MCST. This does not include ownership of the Content Management System and any other software not developed specifically through this tender. The MCST will be assigned rights to use and modify the website including source code and computer programs, provided that this is for the exclusive use of MCST.

## **2.8 Acceptance and Warranty**

Following delivery of each phase of the website, MCST will conduct acceptance testing before any payment can be effected.

Following acceptance of the final version of the website by MCST, the supplier is to guarantee a three-month warranty period during which any problems will be rectified by the supplier free of charge.

## 2.9 Timeframes

Indicative timeframes for the planned activities are as follows:

<b>Milestone</b>	<b>Target Date</b>
Commence work	10 Jul 09
<b>Phase 1</b>	
Bidder submits initial design for homepage	31 Jul 09
Bidder / MCST agree on final design	12 Aug 09
Domain registered and homepage published	13 Aug 09
<b>Phase 2</b>	
Bidder submits website with basic functionality including at least 15 web pages for testing	31 Aug 09
Website goes live	15 Sep 09
<b>Phase 3</b>	
Bidder submits website with full functionality for testing	30 Sep 09
Full website goes live	15 Oct 09

## 2.10 Terms of Payment

Terms of payment for the Initial Cost of the design and development of the website will be as follows:

- 30% on acceptance of Phase 1 website;
- 30% on acceptance of Phase 2 website;
- 40% following successful acceptance and publication of the website.

# Provision of Website Development Services to the Malta Council for Science and Technology

### A.1 General Website Features

The proposed website will have the following characteristics:

1. Interactive Animated Header;
2. A two-level menu system;
3. A public area;
4. A protected area which can only be accessed by authorised users through a login feature, with the possibility of different accounts and passwords for individual users;
5. The proposed website should have an administration system which will allow a non-technical site manager to create, edit and delete user accounts;
6. Language: the website is to be developed in the English language and multi-language functionality is not required;
7. All pages shall contain a Printer Friendly Version option allowing the user to easily print webpage contents;
8. Accessibility: the site is to conform to the WAI accessibility standards;
9. The proposed website should be based on a Content Management System (CMS) which will allow a non-technical site manager to update the content of the website using an appropriate authorisation mechanism. All website pages should be updateable. The CMS should be accompanied by a user manual.

### A.2 Content Management System (CMS)

The CMS should include the following functionality:

1. add / edit / delete a top-level menu item, including control of the menu item order;
2. add / edit / delete a second level menu item, including control of the menu item order;
3. add / edit / delete a page within any section at either of the above levels;
4. add / edit / delete news items, with full control of which items appear on the home page;
5. page content and formatting: page title, text, images, hyperlinks, anchors, email addresses;
6. text and paragraph formatting: font, size, colours, italics, bold, underline, justification (left, right, centred);
7. functionality for copy and paste from common office applications;
8. different predefined formatting styles, together with the facility to introduce new styles or to format content directly;
9. picture management (including the possibility to add and delete a minimum of 4 images per page) with picture preview, user control on the size and positioning of the images;
10. possibility of adding animated graphics to any page of the above mentioned levels;
11. inserting tables, and should give the user control over the layout and properties of the tables
12. the ability to upload documents onto the website;
13. manageable storage area for images and files with the possibility of creating folders for easier management.
14. preview option allowing the site manager to preview the page before publishing.

### A.3 Homepage Requirements

The homepage should have the following functionality and features:

- A large image including tasteful animation such as rotating images, text fading in and out, etc; This should not be hard coded but should be manageable through the CMS;
- A news section where news items scroll automatically;
- An events section displaying events happening during a specific period as specified in 'Calendar of Events' section;
- Automatic last updated date and time.

The page must be viewable at a resolution of 800X600 or better with minimum scrolling.

### A.4 Search Feature

The website is to include standard Search functionality with the ability to search and record all entries thought the site by date, content or headings.

### A.5 Contact Us

The website should include a contact page listing contact details for the project. The page should also include a form (name, email, subject, comment) which will allow users to contact a nominated individual by automatically generating an email to that individual. This should also include the logos and links to the websites of the different partners in the project.

### A.6 Calendar of Events Functionality

The website is to include 'calendar of events' functionality as follows:

- An event-management function allowing a non-technical site manager to add, modify and delete events;
- An events section on the homepage which displays events happening during a specific period;
- Site manager control over which events are displayed on the homepage;
- Hyperlinks from events listed on the home page will display event details;
- A function which displays a traditional calendar one month at a time, and highlights the active days where events have been scheduled. Hyperlinks from active days will display event details.

The Bidder may wish to refer to the [www.era.gv.at/events/calendar](http://www.era.gv.at/events/calendar) website as a reference site the type of functionality expected.

### A.7 Mailing List Functionality

The website is to include mailing list functionality as follows:

- User Subscribe / Unsubscribe function;
- Mass-mailing facility for use by the site manager;
- Mailing list management (add, edit, delete, reporting) for the site manager.

### A.8 Document Repository

The website should include a document management area and publication repository with the possibility to create folders and subfolders for easy management.

Bidders are invited to submit their ideas on the proposed functionality in their submission.

## A.9 Discussion Forum

The website should include a Discussion Forum where authorised users (login required) can submit comments and view comments submitted by others. The system should make provision for at least ten separate discussion topics.

## Appendix B – Tender Response Form

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### Provision of Website Development Services to the Malta Council for Science and Technology

Notice Number            MCST 07/2009  
Closing Date             **1200 hours on 30<sup>th</sup> June 2009**  
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#### Section 1 - Details of Bidder

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

#### Section 2 – Charges - Logo

Item	€(inc.VAT)
Design of the Logo	

#### Section 3 – Charges – Website

##### 3.1 Initial Cost

Item	€(inc.VAT)
Design and programming of the website including: <ul style="list-style-type: none"><li>• Design and programming of website in accordance with specifications of Appendix A;</li><li>• design and programming of homepage and three lower-level templates;</li><li>• initial loading and formatting of 20 pages of content including uploading of documents;</li><li>• provision, purchasing or licensing of authorised images and any other multimedia content;</li><li>• support and fixes during the warranty period;</li><li>• initial training in the use of the software for 2 individuals.</li></ul>	
Initial licensing costs of any software required for the proper operation of the website for the first year, whether such software belongs to the Bidder or to third	

parties (please provide itemised list).	
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### 3.2 Recurrent Charges

Annual recurrent licensing costs of any software required for the proper operation of the website, whether such software belongs to the Bidder or to third parties (please provide itemised list).	
Annual domain name registration charges	
Annual Hosting Charges including email services <ul style="list-style-type: none"><li>• For first 50 MB</li><li>• For each additional 50 MB</li></ul>	

### 3.3 Labour Charges

Hourly rate for maintenance and enhancements.	
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### Section 4 – Compliance

Please tick one of the following:

I confirm that the proposed solution fully conforms to the specifications listed in Appendix A of this document

I confirm that the proposed solution conforms to the specifications listed in Appendix A of this document with the following exceptions:

### Section 5 – Document Repository

Kindly submit a brief description of the proposed document repository functionality.

## Section 6 – Acceptance of Conditions

Please tick one of the following:

- I confirm full acceptance of all conditions listed in Section 2 of this document
- I confirm acceptance of conditions listed in Section 2 of this document with the following caveats:

## Section 7 – Logo References

Kindly provide images of up to 5 logos which you have developed.

## Section 8 – Reference Sites

Kindly list up to 5 reference sites which you have developed.

## Section 9 – Company Profile

## Section 10 – Excluding Circumstances

### Statement on Excluding Circumstances of Regulation 49 of Public Contracts Regulations 2005

**Please tick Yes or No as appropriate to the following statements relating to the current status of your organization:**

1. The tenderer is bankrupt or is being wound up; or whose affairs are being administered by the court, who has entered into arrangement with creditors or who has suspended business activities or who is in any analogous situation arising from a similar procedure under national law and regulations.  
[YES] [NO]
2. The tenderer is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court for an arrangement with creditors or of any other similar proceedings under national laws or regulations.  
[YES] [NO]
3. The tenderer has been convicted of an offence concerning professional conduct by a judgment which had the force of *res judicata* in accordance with the laws of Malta.  
[YES] [NO]
4. The tenderer has been declared guilty of grave professional misconduct proven by any means which the contracting authorities can demonstrate.  
[YES] [NO]
5. The tenderer has not fulfilled the obligations relating to the payment of social security contributions in accordance with the law of Malta or the country in which he is established.  
[YES] [NO]
6. The tenderer has not fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of Malta or the country in which he is established.  
[YES] [NO]
7. The tenderer is guilty of serious misrepresentation in supplying the information required under these regulations or has not supplied such information.  
[YES] [NO]
8. The tenderer is the subject of conviction by final judgement for one or more reasons listed below:
  - a) participation in a criminal organization, as defined in Article 2(1) of Council Joint Action 98/733/JHA;
  - b) corruption, as defined in Article 3 of the Council Act of 26 May 1997 and Article 3(1) of Council Joint Action 98/742/JHA respectively;
  - c) fraud within the meaning of Article 1 of the Convention relating to the protection of the financial interests of the European Communities;
  - d) money laundering, as defined in Article 1 of Council Directive 91/308/EEC of 10 June 1991 on prevention of the use of the financial system for the purpose of money laundering.  
[YES] [NO]

Section 11 – Declaration / Conflict of Interest

I/We ..... (contractor's name)

declare that the information submitted in this application is correct

and warrant, under my/our sole responsibility, that at the time of entering into any contract for service with the Malta Council for Science and Technology (MCST), throughout the duration of any such contract, and for three (3) months thereafter, neither the contracting individual/company nor any of its associated companies or their directors is or shall be in business, or has or shall have commercial, or employer / employee relations with any employee or consultant of the MCST, whether directly or indirectly, full or part-time, paid or unpaid, in a consultancy or in any other role or form whatsoever without the prior written consent of the MCST.

I/we understand and accept that this warranty may be made public by MCST if, in the company's considered opinion, circumstances arise which warrant such publicity.

I/we understand and accept that any infringement of this warranty may, at the discretion of the MCST, result in severance of any or all contracts of supply between an offending contractor and MCST. This shall not prejudice any rights pertaining to MCST which rights shall have arisen prior to any severance of contract as above stated.

**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 organization being excluded from participation in future tenders.**

Name of individual/company director .....

Signature .....

Date .....

## Appendix C – MCST Tender Regulations

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MCST issues tenders in line with the Legal Notice of 2005 on Public Procurement Regulation

- 1 MCST is not bound to accept the lowest or any tender.
- 2 MCST reserves the right of accepting any tender wholly or in part, or of dividing the contract among two or more Bidders.
- 3 Any soliciting will render the Bidder(s) proposal invalid. If evidence of canvassing is discovered after award of tender, MCST shall be entitled to cancel any agreement or contract with the offending Bidder. The Bidder will also be liable for any damages incurred by MCST directly arising from such a cancellation.
- 4 The tender will be conducted in English, and all documentation and correspondence will be in ENGLISH ONLY.
- 5 During the tender evaluation, the Bidder may be asked to supply further clarification to his proposal and any additional documentation relating to his solution.
- 6 Bidders are required to provide upon request a certificate issued by the Employment and Training Corporation, indicating the number and details of employees duly registered with the Corporation. In those cases where Bidders intend to sub-contract part of the works, they shall, upon request, produce an authentic certificate from ETC indicating the respective Registration number of the nominated sub-contractors. Any Bidder or sub-contractor who fails to provide the required certificate when requested to do so, will not be eligible for the award of the contract.

With regard to supply contracts, MCST reserves the right to request the submission of the ETC Certificate, prior to the award of the contract, in respect of that part of the contract which may involve local labour (for example, installation, commissioning or maintenance). This will apply also in those cases where the Bidder is a foreign firm that intends to utilise local sub-contracting for the elements of the contract just mentioned. The proviso in the last sentence of the preceding paragraph shall also apply in such cases.

- 7 Bidders shall bear all costs associated with the preparation and submission of their tender and any costs incurred in preparing subsequent presentations or attendance at same. MCST shall not be responsible or liable for any costs or expenses regardless of the conduct or outcome of the tender process.
- 8 Bidders are expected at all times to honour their commitment if awarded the contract. Performance monitoring of the contract will influence the adjudication of future tenders.

## Appendix D – Right of Recourse Procedure

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### **COPY OF PARAGRAPH 20 OF PUBLIC CONTRACT REGULATIONS, 2005 FOR THE GUIDANCE OF TENDERERS.**

#### **RIGHT OF RECOURSE**

1. Where the estimated value of the public contract exceeds €12,000 but not €47,000 and is issued by a Local Council or by an authority listed in Schedule 2, any interested economic operator shall have a right to make a complaint to the General Contracts Committee in accordance with the procedure laid down in these regulations.
2. The contracting authority shall be obliged to issue a notice and affix an advertisement, in a prominent place at its premises, indicating the awarded public contract, the financial aspect of the award and the name of the successful tenderer.
3. Any interested economic operator who may be aggrieved by the award shall, within three working days from the publication of the notice, file a letter of objection, together with a deposit of €230, with the contracting authority, clearly setting forth any reason for his complaint. The letter by the complaining tenderer shall be affixed on the notice board of the contracting authority and shall be brought to the attention of the recommended tenderer. The contracting authority shall 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.
4. After the expiry of the period allowed for the submission of a complaint, the contracting authority shall deliver the letter of complaint, the deposit receipt and all documents relating to the public contract in question to the Director of Contracts.
5. The Director of Contracts shall refer the case to the General Contracts Committee which shall examine the matter in a fair and equitable manner and determine the complaint by upholding or rejecting it. The written decision of the General Contracts Committee shall be affixed on the notice board of the contracting authority and copies thereof shall be forwarded to all the parties involved.
6. In its deliberation the Committee shall have the authority to obtain in any manner it deems appropriate, any other information not already provided by the contracting authority. The General Contracts Committee's decision shall be final and binding on the contracting authority and the interested economic operator who shall not be afforded any further recourse.
7. Tender documents issued in terms of this Part shall include a clause informing tenderers that the award of the contract is subject to the right of recourse as provided for in this regulation, a copy of which should be reproduced in the documents.
8. The Minister shall have the authority to order by legal notice, that recourse as provided in this regulation be made available also by authorities listed in Schedule 3 and to prescribe the procedure by which such recourse is to be granted.