



**Request for Quotations - RfQ**

**Reference no: MG2i/02/23**

**For**

**The provision of Data Protection Officer Services**

**Issued by: MCAST Gateway to Industry Ltd (MG2i)**

**Issue Date: 12<sup>th</sup> October 2023**

**Response/Submission Date and Time: (7<sup>th</sup> November 2023 at 16:00hrs)**

**Confidentiality**

This RFQ and any information contained herein is the property of MG2i. Applicants shall keep any such information confidential in terms of the NDA listed in Appendix 1 of this RFQ. We reserve the right to take legal action against any person who is in breach of such confidentiality obligations.

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## **1. Purpose of the request for quotations**

The scope and purpose of this RFQ for Data Protection Officer Services, is the acquisition of specific professional services for MCAST Gateway to Industry Ltd. (MG2i). MG2i is the commercial arm of the Malta College of Arts, Science and Technology (MCAST). The company is seeking to provide for a Data Protection Officer.

The request for services seeks to provide the necessary information needed to prospective applicants so that the institution can find suitable professionals to provide the relevant services required.

The services shall be provided to the company (MG2i), a company registered under the laws of Malta, having company registration number C44952 and having registered address at MCAST Main Campus, Corradino Hill, Paola, Malta (also referred to as the "Company"), in this document.

Bidders must submit their response to this proposal online, through the following address MG2iFinance@mcast.edu.mt and take full responsibility to submit their proposal well before the deadline to avoid last-minute upload restrictions.

## **2. About MG2i**

As the commercial arm for Malta College of Arts, Science and Technology (MCAST), MG2i was set up to support, enhance and complement the College's operation.

Focusing on training provision and maintaining the impetus on part-time course provision, MCAST's commercial enterprise has given the opportunity to thousands of people to follow courses for leisure as well as for the achievement of accredited qualifications at various levels (MQF 1 to MQF8).

Bespoke training programmes aimed at the local industry also constitute an important pillar for MG2i.

MG2i is continuously striving to expand its portfolio of offerings beyond training provision, and is focusing also on other revenue generation streams such as renting of spaces and resources.

MG2i has invested in the implementation of an internationalization strategy through direct participation in international fairs and conferences overseas, to promote MCAST accredited courses among third country nationals. This networking and promotion exercise led to a series of partnership agreements with various education agents and educational institutions with whom MG2i works with MCAST to design and deliver full-time, shorter term qualifications tailor made for the needs of specific target groups.

## **3. Overview of Requirements**

The main objective of this RFQ is to be able to acquire professional services for MG2i, which services shall be related to the Data Protection requirements in the running of the company. The selected services provider would be required to allocate sufficient resources to MG2i as stated in this RFQ for proper satisfaction of the requirements contained herein.

The following is an overview of the services that the provider would need to provide in terms of this RFQ:

- Informing and advising the Company and its employees of MG2i's obligations to comply with the General Data Protection Regulation (GDPR and other data protection) laws;
- Monitoring compliance with the GDPR and other data protection laws, including managing internal data protection activities, training staff, and conducting internal and external audits as required;
- Advising with regard to data protection impact assessments;
- Working and cooperating with the Information and Data Protection Commissioner (IDPC), and serving as a contact point for the IDPC on issues relating to the processing of data;
- Being available for inquiries from data subjects on issues relating to data protection practices, and handle data subject requests;
- Provide internal consultancy in relation to the GDPR, data protection and privacy.

Interested parties are required to prepare a detailed proposal listing all the requirements listed under this document, which shall also include a financial proposal as requesting herein. The applicant must also provide details of the professional/s who shall provide the services listed herein, including their qualifications and any other data requested. The applicant shall ensure that the proper consents for the professionals have been acquired prior to their information is provided under this RFQ.

The duration of the services shall be of one (1) year.

#### **4. Evaluation Process**

The proposal will be evaluated on a number of criteria, which shall determine the appropriateness of the applicants. Such are listed as follows in no order of priority:

- 1- The applicant's professional's expertise
- 2- Experience of the applicant and backing of the company or firm from where the applicant is engaged.
- 3- The firm's exposure in the local sector
- 4- Competitiveness of the Financial Proposal
- 5- Completeness of the proposal

#### **5. The Proposal**

The below section details the terms in relation to the proposal and the contents thereof.

##### **5.1 General**

The applicant must be able to provide the below services. It is crucial that the applicant has sufficient resources, either alone, or through the backing of a professional firm, to provide, ongoing and uninterrupted services.

- Data Protection Officer Services that entail providing the necessary support to the company to ensure GDPR compliance and compliance with other data protection laws.
- Refer to Section 3 above for more information on the steps to be undertaken by the DPO.

##### **5.2 Financial Proposal**

The applicant would need to provide a financial proposal with the application. The financial proposal must consist of:

- a. A monthly retainer fee for a total of five (5) hours per month

- b. A rate for additional hours, above the five (5) hours per month.

### **5.3 Technical Expertise**

The applicant must ensure that he is qualified or has qualified staff to provide the services listed under this request for quotation.

The applicant must provide the details of a professional who shall be the primary services provider. Listed professionals must cater for the below requirements:

- Have expert knowledge of data protection law and practices, in particular the GDPR, ePrivacy directive;
- Have a minimum of 2 years' experience as a DPO or in possession of a related qualification in Data Protection;
- Strong communication skills;
- Have high professional ethics;
- Be able to meet tight deadlines and liaise with high levels of Management
- Can provide ad hoc assistance as required under this RFQ.

## **6. Non-Disclosure Agreement and Confidentiality**

Applicants would need to provide a signed copy of the NDA attached to this request for quotation in **Appendix 1** by the closing date. The document should be signed in original and initialled on every page. The applicant must strictly adhere to the provisions of the NDA.

Two original copies should be filed with the application. If the application is being filed jointly by more than one entity through a consortium, an NDA needs to be executed by all the separate entities.

Failure to submit the NDA as instructed may lead to the automatic disqualification from the request for quotation during the evaluation period.

## **Appendix 1- NDA – Data Protection Services**

### **NON-DISCLOSURE, NON-CIRCUMVENTION AND PROTECTION OF CONFIDENTIAL INFORMATION AGREEMENT.**

**THIS CONFIDENTIALITY, NON-CIRCUMVENTION AND NON-DISCLOSURE AGREEMENT** (the “**Agreement**”) is made on this, the [insert date] (the “**Effective Date**”)

#### **BY AND BETWEEN:**

- (1) [insert name], holder of [nationality of identification document] bearing number [insert identification number of document] and residing at [insert residential address] / [insert company name], a company registered under the laws of [insert country of incorporation], having company registration number [insert company registration number] and having registered address at [insert registered address], the “**Disclosing Party**” and the “**Company**”, which expression shall where the context so permits include its successors in title and permitted assigns)
  
- (2) [insert name], holder of [nationality of identification document] bearing number [insert identification number of document] and residing at [insert residential address] / [insert company name], a company registered under the laws of [insert country of incorporation], having company registration number [insert company registration number] and having registered address at [insert registered address], the “**Receiving Party**”, which expression shall where the context so permits include its successors in title and permitted assigns)

#### **BACKGROUND:**

- A. the Company issued a Request for Quotation (the “**RFQ**”) to various prospective professional services providers (as defined in the RFQ, which RFQ is dated [insert date]);
  
- B. in consequence of the RFQ process, the Disclosing Party is sharing Confidential Information with the Receiving Party for the purposes of entering into a possible business relationship therewith on the basis of the RFQ (the “**Project**”);
  
- C. the Parties wish to enter into this Agreement in order to regulate the sharing of such Confidential Information, which activity shall be subject to the terms and conditions stipulated hereunder.

**NOW THEREFORE** in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

#### **1. DEFINITIONS**

In this Agreement (including the recitals), the following expressions shall, unless the context otherwise requires, have the following meanings:

**Confidential Information** means all information (including, without limitation, in written, visual or electronic form, or on tape or disk or oral discussions) relating to the Project or Projects, including business contacts or business relationship that is directly or indirectly disclosed, whether before or after the date of this Agreement, to the Receiving Party or any

of its representatives by any agent or employee of the Disclosing Party, or which comes to the Receiving Party's attention in connection with the Project or Projects; and all information that is designated in writing by the Disclosing Party as confidential or proprietary either at the time of disclosure or within a reasonable time after the disclosure.

Information is not Confidential Information if:

- a. The information is, or subsequently becomes, public knowledge other than as a direct or indirect result of the information being disclosed in breach of this Agreement;
- b. The parties agree in writing that it is not confidential.

## **2. OBLIGATIONS**

- 2.1. The Receiving Party shall not, unless it has obtained the Disclosing Party's prior written consent, disclose any Confidential Information other than to the Receiving Party's employees, advisors, directors or officers, (together the "**Representatives**") as may need to receive such Confidential Information for the purpose of advising any member of the Disclosing Party on any matter connected to a Project or Projects, provided that the Receiving Party shall be responsible for procuring that the Receiving Party Representatives comply with the terms of this Agreement as if they were a party hereto.

Furthermore, neither the Receiving Party nor any of its Representatives shall use any information, including business contacts and business relationships, obtained from Disclosing Party and its Representatives without the prior written consent of Disclosing Party for any purpose other than agreed upon in writing. The Receiving Party and its Representatives shall be committed to protect Disclosing Party and its interests relating to Confidential Information disseminated to them either orally or in writing.

- 2.2. If the Disclosing Party requests in writing, and unless otherwise required by law, regulation or regulatory authority, the Receiving Party shall return, destroy or permanently erase (as appropriate) all Confidential Information. Provided that the Receiving Party shall be entitled to retain copies if such is a requirement due to a law or regulation or due to any government agency or authority.

## **3. FORCED DISCLOSURE**

- 3.1 The Receiving Party may disclose Confidential Information to the extent that such disclosure is:
  - a. required by law, regulation, judicial or governmental order or by any other legal process or is required by any regulatory, governmental or securities body; or
  - b. in connection with any action or proceeding or exercise of remedies related to this Agreement,provided in the case of such a disclosure under paragraph (a) and/or (b) that the Receiving Party gives the Disclosing Party notice (advance notice to the extent practicable) of such disclosure to the extent that it is not prevented by law, regulation or regulatory authority from doing so.

## **4. ENFORCEABILITY AND TERMINATION**

- 4.1 This Agreement shall commence on the Effective date and, unless earlier terminated pursuant to the terms of this Agreement, remain in effect for a period of two (2) years unless otherwise extended by the parties. In the event that the RFQ proposal is accepted and a final contract is

entered into between the Disclosing Party and the receiving Party, this Agreement shall remain in force for two (2) years, after the services agreement mentioned above lapses. The obligations of confidentiality hereunder in respect of any Confidential Information shall survive to a point till when such information becomes publically available even if this Agreement has been terminated.

## **5. NON-CIRCUMVENTION**

- 5.1 During the term of this Agreement and for five (5) years period following its termination, regardless of the reason of termination, the Receiving Party including his shareholders, directors, affiliates, subsidiaries, agents and/or their representatives shall not, either directly or indirectly, alone or in conjunction with another party, circumvent, interfere with or by-pass each other regarding any Projects or Projects, partners or business relationships disclosed in conjunction with this Agreement. All and any other business relationships generated or discussed under this Agreement will be treated by the parties with respect to the undertakings of this Clause.
- 5.2 Neither Party may use the Confidential Information acquired throughout the duration of this Agreement to contact, advise, solicit or in any other way provide services to clients and potential clients of the Disclosing Party
- 5.3 In case of violation of this Clause the Receiving Party shall be liable to the other party for damages in terms of Clause 6 of this Agreement.

## **6. LIMITATION OF LIABILITY**

- 6.1 Neither Party shall under this Agreement be held liable for indirect damages irrespective of how such damages arise. Indirect damages shall include but shall not be limited to indirect damages, indirect costs, loss of profit, loss of business, loss of clients, loss of future earnings and indirect court fees.
- 6.2 Both Parties agree to hold harmless and indemnify each other against any direct damages, costs or expenses whether intentional or unintentional resulting out of a breach by the breaching Party, in connection with this Agreement.

## **7. NO REPRESENTATIONS AND WARRANTIES**

- 7.1 The Disclosing Party makes no representations or warranties hereunder as to the accuracy or completeness of any of the Confidential Information. The Receiving Party is responsible for performing its own due diligence investigation (as that term is commonly defined) in regard to the Confidential Information. Except as otherwise agreed in writing pursuant to the terms and conditions of a separate definitive written agreement between the parties, the Disclosing Party shall have no liability resulting from the Receiving Party's use of the Confidential Information.

## **8. NOTICES**

- 8.1 Any notices or other communications to be given or delivered under this Agreement shall be in writing (unless otherwise specifically provided herein) and shall be effective if countersigned and scanned via email, delivered personally or sent by courier to the relevant party at the address outlined above.



## **9. VARIATION AND WAIVER**

- 9.1 No variation or supplement to this Agreement shall be binding on a party hereto unless made in writing and signed by or on behalf by both parties to this Agreement. A waiver of any right under this Agreement is only effective if it is in writing, signed by the waiving or consenting party and it applies only to the person to whom the waiver is addressed and in the circumstances for which it is given. No failure to exercise or delay in exercising any right or remedy provided under this agreement or by law constitutes a waiver of such right or remedy or shall prevent any future exercise in whole or in part thereof.

## **10. WHOLE AGREEMENT**

- 10.1 This Agreement constitutes the entire agreement between the parties regarding the treatment and protection of the Confidential Information and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties concerning Confidential Information.

## **11. REMEDIES**

- 11.1 The parties acknowledge that the Disclosing Party shall suffer irreparable and immediate harm if the Confidential Information subject to the terms of this Agreement is disclosed to any third party or made public in breach of the obligations set under this Agreement. The Disclosing Party shall thus in such a scenario be entitled to obtain injunctive relief against a threatened breach or the continuation of any breach and, in case of such breach, the Disclosing Party shall be granted an award of actual and exemplary damage from a court of competent jurisdiction.

## **12. SEVERABILITY**

- 12.1 In the event that any clause or condition or part thereof under this Agreement is held by a court of competent jurisdiction to be null and void and without any effect, the remainder of this Agreement and the remainder of such clause or condition, shall remain in full force and effect. In the event of the above, the parties shall in good faith enter into discussions to modify and amend the Agreement so as to ensure that their original intention is safeguarded.

## **13. RELATIONSHIP BETWEEN THE PARTIES**

- 13.1 Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture or other similar relationship between the parties or intended to grant intellectual property rights except the limited rights to review such Confidential Information as set forth in this Agreement.

## **14. TERMINATION OF DISCUSSIONS**

- 14.1 Each Party reserves the right, in its sole and absolute discretion, to reject all and any potential business opportunities and transactions and to terminate discussions with the other party upon written notice at any time with immediate effect in relation to the RFQ. Provided

however that such shall not have any effect on the confidentiality obligations imposed on the Receiving Party, in terms of this Agreement.

**15. GOVERNING LAW AND DISPUTE RESOLUTION**

15.1 This Agreement shall be governed and construed in accordance with the laws of the Republic of Malta and the Maltese courts shall have exclusive jurisdiction in relation to all disputes or actions arising out of this Agreement.

15.2 If any dispute between the parties hereto shall arise at any time in connection with this Agreement, then either party hereto may, by notice to the other party referring to this clause 15 request that the parties resolve the dispute, pursuant to which the parties shall, acting reasonably and in good faith, use their best efforts to resolve the same as soon as possible in an amicable manner within fifteen days (15) days after any notice has been given under clause 8 hereof.

15.3 Notwithstanding anything stipulated in foregoing paragraphs, the Parties may after lapse of aforesaid fifteen days (15) days, without prejudice to any other proceedings/remedies, seek to settle any dispute arising out of or in connection with this Agreement in accordance with the laws of the Republic of Malta.

**16. COUNTERPARTS**

16.1 This Agreement shall be executed in any number of original counterparts, each of which taken together shall be considered a single instrument. This Agreement may also be sent via fax or email shall have full force and effect.

The Parties have executed this Agreement as of the Effective Date.

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I have read the above agreement and accept the terms and conditions set out therein [and confirm that I am authorised to sign for and on behalf of the relevant party.]

Signed:

By: \_\_\_\_\_

By: \_\_\_\_\_

**Name:**

**Name:**

**Title:**

**Title:**

For and on behalf of  
[insert name]

For and on behalf of  
[insert name]

## Appendix 2- Application Form

<u>General</u>	
Firm/ Company Name	
Address	
Landline	
Email	
Ownership Structure (Attach Group Structure)	
Changes in ownership in the last two years	
Years in Business	
Number of Staff	
Website	
<u>Contact</u>	
Contact Person Name	
Contact Person Email	
Contact Person Mobile Number	
* In the event of a Consortium/JV, the above details need to be filled in for every member.	
<u>Professional Details</u>	
<u>Primary Professional</u>	
Name and Surname	
ID Number	
Address	
Email Address	
Mobile Number	
Year Graduated	
Additional Qualifications	
Years working with the Applicant	
Position with the Applicant	
<u>Backup Professionals</u>	
Name and Surname	
ID Number	
Address	
Email Address	
Mobile Number	
Year Graduated	

Additional Qualifications	
Years working with the Applicant	
Position with the Applicant	
Name and Surname	
ID Number	
Address	
Email Address	
Mobile Number	
Year Graduated	
Additional Qualifications	
Years working with the Applicant	
Position with the Applicant	

### **Appendix 3- Documentary Requirements**

- Profile of the Applicant
- Copy of the formation document of the applicant
- Certificate of Registration
- Resolution approving the submission of this Application
- The Application Form
- CV of each professional included in the application
- Copies of the University of Malta Degrees
- Copies of ID cards
- The Financial Proposal
- Properly Executed NDAs as advised in the RFQ
- Draft of the Engagement Letter/ Services Contract

**Appendix 4- Financial Bid Form**

Details	Rate including taxes, other duties and discounts and exclusive of VAT Amount in EURO (€)	Total for 5 hours per month including taxes, other duties and discounts and exclusive of VAT Amount in EURO (€)	Rate for Additional Hours including taxes, other duties and discounts and exclusive of VAT Amount in (€)
<b>The provision of Data Protection Officer services to MCAST Gateway to Industry Ltd.</b>	€ _____/hr	€	

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact no. \_\_\_\_\_

Vat no. \_\_\_\_\_

Email Address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_