



MALTA RESOURCES AUTHORITY



EUROPEAN REGIONAL DEVELOPMENT FUND  
MALTA2007-2013

## Malta Resources Authority

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**Closing Date: Monday, 1 August 2011 at 10:00 a.m.**

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**SUBJECT:** Internal Control Services in connection with Project ERDF088 – Promotion of Renewable Energy Sources in the Domestic Sector

**Tender Document: (MRA/105/10)**

### **IMPORTANT**

**This Tender does not require the submission of a Bid Bond**



Operational Programme I – Cohesion Policy 2007-2013  
*Investing in Competitiveness for a Better Quality of Life*  
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## TENDER FOR INTERNAL CONTROL SERVICES

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### TABLE OF CONTENTS

<b>PART 1:</b> .....	<b>4</b>
<b>1.0 SCOPE OF TENDER</b> .....	<b>4</b>
1.1 Introduction .....	4
1.2 Tender Documentation .....	4
<b>2.0 TENDER PROCESS</b> .....	<b>5</b>
2.1 General Instructions (Pre Submission of Tenders) .....	5
2.2 Eligibility .....	6
2.3 Only one Tender per Tenderer .....	6
2.4 Tender expenses .....	6
2.5 Labour Law .....	6
2.6 Law.....	7
2.7 Language of Tenders / Preparation of Tenders.....	7
2.8 Tender Rates/Prices.....	7
2.9 Currencies of Tender and Payments .....	8
<b>3.0 TENDER SUBMITTALS</b> .....	<b>8</b>
3.1 Method of Submissions.....	8
3.2 Late Tenders.....	9
<b>4.0 OPENING AND EVALUATION OF OFFERS</b> .....	<b>10</b>
4.1 Opening of Tenders .....	10
4.2 Secrecy of the Procedure.....	10
4.3 Clarification of Tenders.....	10
4.4 Tender Evaluation Process .....	11
4.5 Correction of Arithmetical Errors .....	11
<b>5.0 CONTRACT AWARD</b> .....	<b>11</b>
5.1 Criteria for Award .....	11
5.2 Right of the Contracting Authority to accept or reject any Tender .....	12
5.3 Notification of Award of Contract.....	12
5.4 Contract Signing and Performance Guarantee.....	13
<b>6.0 GENERAL CONDITIONS</b> .....	<b>14</b>
<b>7.0 CONTRACT SPECIAL CONDITIONS</b> .....	<b>15</b>
7.1 General.....	15
7.2 Data Protection and Freedom of Information.....	16
7.3 Gender Equality.....	17
<b>8.0 TENDER SPECIFICATIONS AND CONDITIONS</b> .....	<b>18</b>
8.1 Contract Objective .....	18
8.2 Contract Term and Frequency of Use .....	18
8.3 Services Required.....	18
8.4 Minimum Qualification Criteria.....	18
<b>PART 2:</b> .....	<b>20</b>
<b>TENDER FORM</b> .....	<b>20</b>

<b>TENDERER'S DETAILS .....</b>	<b>23</b>
<b>STATEMENT ON CONDITIONS OF EMPLOYMENT .....</b>	<b>24</b>
<b>PROFESSIONAL STAFF OVERVIEW.....</b>	<b>245</b>
<b>SPECIFICATIONS FORM.....</b>	<b>26</b>
<b>SCHEDULE OF PRICES &amp; RATES.....</b>	<b>27</b>
<b>TENDER SUBMISSION CHECKLIST .....</b>	<b>28</b>

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# TENDER FOR INTERNAL CONTROL SERVICES

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## PART 1:

### 1.0 SCOPE OF TENDER

#### 1.1 Introduction

- 1.1.1 This Tender, which is being issued by the Malta Resources Authority, hereinafter referred to as “the Contracting Authority”, is for internal control services in connection with Project ERDF088 – Promotion of Renewable Energy Sources in the Domestic Sector.
- 1.1.2 The successful tenderer will be expected to provide services for approximately 20 hours per week at MRA for one year. The cost is capped at €30 (including VAT) per hour.

#### 1.2 Tender Documentation

- 1.2.1 Each submission for Tender shall clearly indicate the details of the tenderer responsible for such activity and the rates/prices, inclusive of VAT and all other charges as may be applicable. The start date, as indicated, shall be upon the issuance of the ‘**Order to Start Works**’ issued by the Officer in Charge.
- 1.2.2 A form entitled “**Schedule of Rates/Prices**” is also attached with the Tender Document. Prospective bidders are requested to complete the form, giving the rates/prices in EURO for each item as indicated, inclusive of VAT and all taxes and any other charges as applicable. This form must be filled in and submitted with the tender document. Prospective bidders shall not at any time of the contract period request a revision of the rates/prices. **Failure to fill in the form, or a form with incomplete information, or a form containing ambiguous financial information (e.g. prices, totals etc.) shall disqualify the tender submission.**
- 1.2.3 Tenderers may supplement the “**Schedule of Rates/Prices**” with additional pricing information if they deem this necessary.
- 1.2.4 A form entitled “**Tenderer’s Details Form**” is attached with the Tender Document. Prospective bidders are requested to fully complete the form (including the Tenderer’s Declaration form), and submit it with the Tender Document.
- 1.2.5 Tenderers shall complete the attached “**Form of Tender**” as required, also confirming the tenderer’s undertaking that the offer shall not be retracted or withdrawn for a period of three (3) months from the closing date of the offer. **Failure to submit this form completed in all respects, shall disqualify the bid.**
- 1.2.6 A form entitled “**Statement on Conditions of Employment**” is attached with the Tender Document. Prospective bidders are requested to complete the form, and submit it with the Tender Document.
- 1.2.7 A form entitled “**Professional Staff Overview**” is attached with the Tender Document.

Prospective bidders are requested to complete the form by filling in the requested data and submit it with their Tender offer, together with supporting CVs as required.

- 1.2.8 A form entitled: **“Specification Form”** is attached with the Tender Document. Prospective bidders are requested to complete the form by filling in the requested data and submit it with their Tender offer.

## 2.0 TENDER PROCESS

### 2.1 General Instructions (Pre Submission of Tenders)

- 2.1.1 In submitting a Tender, the tenderer accepts in full and its entirety, the content of this Tender Document, including subsequent Clarifications issued by the Contracting Authority, whatever its own corresponding conditions may be, which it hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this Tender Document.
- 2.1.2 No account shall 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 further.
- 2.1.3 The Tender Evaluation Committee shall, after having obtained approval by the Contracting Authority, request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-clauses 1.2.4, 1.2.6, 1.2.7 and 1.2.8 **only**. Such rectification/s shall be submitted within two (2) working days from notification, and shall be subject to a non-refundable administrative penalty of €50. **Failure to comply shall result in the Tender offer not being considered further.**
- 2.1.4 Tenderers bear the sole liability of examining with appropriate care the Tender documents, including those design documents available for inspection, and any clarification notes to the Tender documents issued during the Tendering period, and for obtaining reliable information with respect to conditions and obligations that may in any way affect the amount or nature of the Tender or the execution of the works. In the event that the tenderer is successful, no claim for alteration of the Tender amount shall be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.
- 2.1.5 Tenderers shall promptly notify the Finance and Administration Section, within the Malta Resources Authority, of any ambiguity or discrepancy that they may discover upon examination of the Tender Document.
- 2.1.6 Tenderers requiring clarification or interpretations of the Tender Document shall make a written or faxed request (fax number 22955200) or via e-mail (email address: [enquiry@mra.org.mt](mailto:enquiry@mra.org.mt)) at least **six (6) working days prior** to the closing date for receipt of Tenders. **Any request after this date shall not be accepted.**
- 2.1.7 Any interpretations, corrections or changes to the Tender Document by the Contracting Authority shall be made by an official addendum. Interpretations, corrections or changes made in any other manner shall not be valid, and Tenderers shall not rely upon such interpretations, corrections and changes.

- 2.1.8 Addenda shall be faxed or emailed to all those who are known by the Contracting Authority to have procured a complete Tender Document.
- 2.1.9 No addenda shall be issued later than four (4) working days prior to the date of receipt of Tenders except an addendum postponing the date for receipt of Tenders or withdrawing the request for tenders.
- 2.1.10 The Contracting Authority may, at its own discretion, extend the deadline for submission of Tenders to give tenderers sufficient time to take clarification notes into account when preparing their Tenders.
- 2.1.11 The tenderer shall provide all documents required by the provisions of the Tender document. All such documents, without exception, shall comply strictly with these conditions and provisions, and contain no alterations made by the tenderer.

## **2.2 Eligibility**

- 2.2.1 Participation in tendering is open on equal terms, to all natural and legal persons of the member States of the European Union, the beneficiary country, and any other country in accordance with Regulation 76 of the Public Procurement Regulations.
- 2.2.2 Natural persons, companies or undertakings who fall under any of the conditions set out in Regulation 50 of the Public Contracts Regulations, 2010 (Legal Notice 296 of 2010) shall be excluded from participation in the award of the Contracts. Tenderers or candidates who have been guilty of making false declarations shall also incur financial penalties representing 10% of the total value of the contract being awarded.
- 2.2.3 All materials, equipment and services to be supplied under the Contract must originate in an eligible country. For these purposes, “origin” means the place where the materials and/or equipment are mined, grown, produced or manufactured and/or from which services are provided.

## **2.3 Only one Tender per Tenderer**

- 2.3.1 Submission or participation by a tenderer in more than one tender for a contract shall result in the disqualification of all those tenders for that contract in which the party is involved.

## **2.4 Tender expenses**

- 2.4.1 The Tenderer shall bear all costs associated with the preparation and submission of the Tender.
- 2.4.2 The Contracting Authority shall neither be responsible for, nor cover, any expenses or losses incurred by the Tenderer through site visits and inspections or any other aspect of his/her Tender.

## **2.5 Labour Law**

- 2.5.1 Particular attention is drawn to the conditions concerning the employment of labour in Malta and the obligation to comply with all regulations, rules or instructions concerning the conditions of employment of any class of employee.

## **2.6 Law**

- 2.6.1 By submitting their Tenders, tenderers are accepting that this procedure is regulated by Maltese Law, and are deemed to know all relevant laws, acts and regulations of Malta that may in any way affect or govern the operations and activities covered by the Tender and the resulting contract.

## **2.7 Language of Tenders / Preparation of Tenders**

- 2.7.1 The Tender and all correspondence and documents related to the Tender exchanged by the tenderer and the Contracting Authority shall be written in English.
- 2.7.2 Supporting documents and printed literature furnished by the tenderer may be in another language, provided they are accompanied by an accurate translation into English. For the purposes of interpretation of the Tender, the English language shall prevail.
- 2.7.3 The Tenderer's submission shall be typed in, or handwritten in indelible ink and signed by the person listed in the Tenderers Details Form enclosed with the Tender Document. Any pages on which entries or correction to his/her submission have been made shall be initialled by the person listed in the Tenderers Details Form. All pages shall be numbered consecutively by hand, machine or in any other way acceptable by the Contracting Authority.
- 2.7.4 The Tender shall contain no changes or alterations, other than those made in accordance with instruction issued by the Contracting Authority (issue as clarification notes) or necessitated by errors on the part of the tenderer. In the latter case, corrections shall be initialled by the person signing the tender.
- 2.7.5 The Tender shall be rejected if it contains any alteration, tampering, addition or deletion to the Tender documents not specified in a clarification note issued by the Contracting Authority.

## **2.8 Tender Rates/Prices**

- 2.8.1 The Tender rates/prices shall cover the whole of the services as described in the Tender Document.
- 2.8.2 The tenderer shall provide a breakdown of the overall rates/prices in Euro (€), if applicable.
- 2.8.3 Tenderers shall quote all components of the rates/prices inclusive of VAT and of all taxes, customs and import duties and any discounts. Except as may be provided for in the Contract, no payment shall be made for items which have not been costed.
- 2.8.4 Different options are to be clearly identifiable in the technical and financial submission;

**thus, a separate Tender form marked 'Option 1', 'Option 2' etc. for each individual option clearly outlining the rates/prices of the relative option, is to be submitted. Failure to abide by this clause shall render the Tender null.**

2.8.5 If the tenderer offers a discount, the discount shall be absorbed in the rates of the Schedule of Rates / Schedule of Prices.

2.8.6 The rates/prices of the Contract shall include all of the works to be provided. The rates/prices quoted are fixed and not subject to revision or escalation in costs, unless otherwise provided for in the Special Conditions.

## **2.9 Currencies of Tender and Payments**

2.9.1 The currency of the Tender is the Euro (€). All sums in the breakdown of the overall rates/price, in the questionnaire and in other documents shall be expressed in Euro(€).

2.9.2 Notwithstanding the provisions of payment terms referred to under the relative Clause of the General Conditions for Service Contracts (article 26, Payments and Interest on late payments) no pre-financing will be paid in this contract. Payment under this contract shall be effected within a reasonable period of time. This shall be taken to mean that payment is to be effected within 60 days from the presentation of the bill to the Contracting Authority provided that the invoices are accepted and certified by the Contracting Authority and that the services conducted are carried out to the satisfaction of the Officer in charge of the Contract. Any penalties which shall be incurred by the Contractor shall be deducted from these bills. In breach of this time limit a Contractor shall be entitled to the payment of interest at 2% over the rate of interest established by Central Bank of Malta for the particular period. The provisions established in the General Conditions for Service Contract for late payment (Article 26) are not applicable.

2.9.3 The Contractor shall submit VAT invoices in accordance with the Twelfth Schedule of the VAT Act. Invoices shall only be registered as valid if in full compliance with this clause and the Contracting Authority shall not be held liable for delays in payments due should the Contractor have submitted an invalid invoice. Invoices submitted not in accordance with this requirement shall not be processed for payment and the Contracting Authority reserves the right to request the Contractor to re-issue the invoice accordingly.

2.9.4 Payment of bills shall be stopped whenever, in the opinion of the Contracting Authority, the Contractor is under penalty for breach of any conditions of the Contract.

## **3.0 TENDER SUBMITTALS**

### **3.1 Method of Submissions**

3.1.1 A written proposal for this call of Tender shall be submitted at the Finance and Administration Section of the Malta Resources Authority, Marsa by the time and date indicated in the attached notice. Tenders are to be delivered to the following address:

**The Financial Controller**



**Finance and Administration Section  
Malta Resources Authority  
Millennia, 2<sup>nd</sup> Floor  
Aldo Moro Road  
Marsa, MRS 9065  
MALTA**

**Late submissions shall not be accepted.** The proposal for this Tender shall be closed in a sealed package with the Advert Number clearly marked on it and submitted either by recorded delivery (official postal/courier service) or hand delivered and deposited in the Tender Box at the Finance and Administration Section of the Malta Resources Authority. Under no circumstances will hand delivered tenders be accepted if they are handed to an employee of the Malta Resources Authority instead of being deposited in the Tender Box as stipulated above. **Any method of submission other than the above shall NOT be accepted.**

- 3.1.2 By casting the Tender, the tenderer shall be deemed to be in a position to carry out all the services specified in this Tender Document.
- 3.1.3 Each Tenderer shall ascertain, prior to submitting his/her Tender, that he/she has received all addenda issued and shall acknowledge their receipt in his/her Tender.
- 3.1.4 Tenderers shall quote their VAT Registration Number in the appropriate space provided in the Tenderers' Details Form. Moreover, prospective bidders shall be bound to conform in all respects to the VAT legislation and regulations.
- 3.1.5 Tenderers are required to submit the following set of documents with their tender submission and for each option submitted (if any):
- a. **Schedule of Rates/Prices** as per Clause 1.2.2
  - b. **Tenderer's Details Form** as per Clause 1.2.4
  - c. **Form of Tender** as per Clause 1.2.5
  - d. **Statement on Conditions of Employment** as per Clause 1.2.6
  - e. **Professional Staff Overview** as per Clause 1.2.7
  - f. **Specification Form** as per Clause 1.2.8
- 3.1.6 The information collected on this form shall be processed in accordance to the Data Protection Act 2001. The contents of this document are confidential and intended solely for the use of this organization, and shall not be disclosed or copied without your consent, to anyone outside the Company unless the law permits us to.

**3.2 Late Tenders**

- 3.2.1 All Tenders received after the deadline for submission specified in the contract notice or these instructions shall be kept by the Contracting Authority. The associated guarantees shall be returned to the tenderers (if any).
- 3.2.2 No liability shall be accepted for late delivery of Tenders. Late Tenders shall be rejected and shall not be evaluated.

## **4.0 OPENING AND EVALUATION OF OFFERS**

### **4.1 Opening of Tenders**

- 4.1.1 Tenders shall be opened in public session on the date and time indicated in the Tender advert and in the Tender Document, at the Finance and Administration Section of the Malta Resources Authority, Marsa, Malta by the Tender Opening Board. The Board shall draw up a 'Schedule of Tenders Received' which shall be published on the notice board at the Finance and Administration Section and shall also be available for public viewing.
- 4.1.2 Reductions or alterations to tender rates/prices made by tenderers after submission shall not be taken into consideration during the analysis and evaluation of Tenders.

### **4.2 Secrecy of the Procedure**

- 4.2.1 After the opening of the Tenders, no information about the examination, clarification, evaluation or comparison of Tenders or decisions about the Contract award shall be disclosed before the notification of award.
- 4.2.2 Information concerning checking, explanation, opinions and comparison of Tenders and recommendations concerning the award of contract, shall not be disclosed to Tenderers or any other person not officially involved in the process unless otherwise permitted or required by law.
- 4.2.3 Any attempt by a tenderer to approach any member of the Evaluation Committee / Contracting Authority directly during the evaluation period shall be considered legitimate grounds for disqualifying his/her Tender.

### **4.3 Clarification of Tenders**

- 4.3.1 When checking and comparing Tenders, the Evaluation Committee may, after obtaining approval from the Departmental Tenders Committee, ask a tenderer to clarify any aspect of his/her tender.
- 4.3.2 Such requests and the responses to them shall be made by email or fax. They may in no circumstances alter or try to change the rates/price or content of the Tender, except to correct arithmetical errors discovered by the evaluation committee when analysing tenders.

#### **4.4 Tender Evaluation Process**

4.4.1 **Part 1, Administrative compliance:** The Evaluation Committee shall check the compliance of Tenders with the instructions given in the Tender Document.

4.4.2 The Evaluation Committee shall, after having obtained approval from the Departmental Tenders Committee, request rectification in respect of incomplete/non-submitted information pertinent to the documentation as outlined in clause 2.1.3 of this Tender document. Such rectifications shall be submitted within two (2) working days from notification, and shall be subject to a non-refundable administrative penalty of €50. **Failure to comply shall result in the Tender offer not being considered any further.**

4.4.3 **Part 2, Eligibility and Selection compliance:** Tenders which have been considered administratively compliant shall be evaluated for admissibility as outlined below:

- a) Eligibility Criteria
- b) Experience of applicant
- c) Financial Evaluation

#### **4.5 Correction of Arithmetical Errors**

4.5.1 Admissible Tenders shall be checked for arithmetical errors by the Evaluation Committee. Errors shall be corrected as follows:

- a) Where there is a discrepancy between amounts in figures and in words, the amount in words shall prevail;
- b) Where there is a discrepancy between a unit rates/price and the total amount derived from the multiplication of the unit rates/price and the quantity, the unit rates/price as quoted shall prevail.

4.5.2 The amount stated in the Tender shall be adjusted by the Evaluation Committee in the event of error, and the tenderer shall be bound by that adjusted amount. In this regard, the Evaluation Committee shall seek prior approval of the Departmental Tenders Committee to communicate the revised rates/prices to the tenderer. If the tenderer does not accept the adjustment, his/her Tender shall be rejected and his/her tender guarantee forfeited (if any).

4.5.3 When analysing the Tender, the Evaluation Committee shall determine the final Tender rates/prices after adjusting it on the basis of clause 4.5.1.

### **5.0 CONTRACT AWARD**

#### **5.1 Criteria for Award**

5.1.1 The sole award criterion shall be the rates. The contract shall be awarded to the cheapest priced Tender satisfying the administrative eligibility and technical criteria.

## **5.2 Right of the Contracting Authority to accept or reject any Tender**

- 5.2.1 The Contracting Authority reserves the right to accept or reject any Tender and/or to cancel the whole Tender procedure and reject all Tenders. In such an event, the Contracting Authority reserves the right to initiate a new invitation to Tender.
- 5.2.2 In the event of a Tender procedure's cancellation, tenderers shall be notified by the Contracting Authority. If the Tender procedure is cancelled before the opening of any envelope of any Tender, the sealed envelopes will be returned, unopened to the tenderers.
- 5.2.3 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, in particular where these have prevented fair competition.
- 5.2.4 **In no circumstances shall the Contracting Authority be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a Tender, even if the Contracting Authority has been advised of the possibility of damages. The publication of a contract notice does not commit the Contracting Authority to implement the programme or project announced.**

## **5.3 Notification of Award of Contract**

- 5.3.1 Prior to the expiration of the period of validity of Tenders, the Contracting Authority shall notify the successful tenderer, in writing, that his/her Tender has been recommended for award by the Evaluation Committee, pending any appeal being lodged in terms of Part II, Regulation 21 of the Public Contracts Regulations, a copy of which is reproduced hereunder .
- 5.3.2 Unsuccessful bidders shall be notified with the outcome of the evaluation process, and shall be provided with the following information:
- a) the criteria for award;
  - b) the name of the successful tenderer;
  - c) the recommended price of the successful bidder;
  - d) the deadline for filing a notice of objection (appeal);
  - e) the deposit required if lodging an appeal.
- 5.3.3 The recommendations for award shall be published on the notice board of the Contracts and Procurement Section. It shall be the obligation of the Tenderer to periodically check that such recommendations have been so published.

## 5.4 Contract Signing and Performance Guarantee

- 5.4.1 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 contract.
- 5.4.2 At any time prior to the award of the tender, the Company reserves the right to request the tenderer to provide a certificate issued by the Employment and Training Corporation, indicating the number and details of employees duly registered with Corporation. In those cases where tenderers intend to sub-contract the works, they shall produce an original or authenticated certificate from ETC which indicates the respective registration number of the nominated subcontractors. The certificate shall be required for the sole purpose of confirming that the tenderer possesses, or has available, adequate human resources to perform the contract to a timely and successful completion. **Any tenderer who fails to provide the requested certificate/s when requested to do so, shall be disqualified from further consideration towards the award of the contract.**
- 5.4.3 Within 5 working days from receipt of letter of intent, from the Contracting Authority, the successful tender shall call at the Contracts and Procurement Section to sign and date the contract. The Contract would not be signed unless the successful tenderer furnishes personally the performance guarantee (where applicable). On signing of the Contract by the Contracting Authority the successful tenderer will become the Contractor and the contract will enter into force.
- 5.4.4 Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer may be requested to provide the documentary proof or statements required to show that it does not fall into any of the exclusion situations listed in Clause 7 of the Tender Form. The above mentioned documents must be submitted by every member of a Joint Venture/Consortium (if applicable).
- 5.4.5 If the selected tenderer fails to sign and return the contract, other required documentation, and any guarantees required within the prescribed 5 working days' period, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's right to seize the guarantee (Bid Bond), claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.
- The tenderer whose tender has been evaluated as second cheapest / Second most advantageous may be recommended for award, and so on and so forth.
- 5.4.6 Only the signed contract will constitute an official commitment on the part of the Contracting Authority, and activities may not begin until the contract has been signed by the Contracting Authority and the successful tenderer.

## **Reproduction of Regulation 21, Part II of the Public Procurement Regulations 2010**

### **Right of Recourse**

21. (1) Where the estimated value of the public contract exceeds twelve thousand euro (€12,000) and is issued by an authority listed in Schedule 1, any tenderer or candidate concerned shall have a right to make a complaint to the Review Board in accordance with this regulation.

(2) (a) 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. The contracting authority shall, by electronic means or by fax, inform the tenderer or candidate concerned of the publication of the award. The contracting authority shall be precluded from concluding the contract during the period allowed for the submission of appeals.

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

(3) Any tenderer or candidate concerned who is aggrieved by the award indicated by the contract authority may, within five working days from the publication of the notice, file a letter of objection, together with a deposit, with the contracting authority, clearly setting forth any reason for his complaint. The deposit to be paid in respect of tenders valued at less than forty-seven thousand euro (€47,000) shall be four hundred euro (€400), while those between forty-seven thousand euro (€47,000) and one hundred and twenty thousand euro (€120,000) shall be 0.5% of the estimated value of the tender, with a minimum deposit of four hundred euro (€400). 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.

(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 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 the contracting authority. The Review Board shall determine the complaint by upholding or rejecting it. The written decision of the Review Board shall be affixed on the notice board of the contracting authority and copies thereof shall be forwarded to the Director of Contracts and all the parties involved.

(5) The tenderer or candidate concerned who is not satisfied with the decision granted by the Review Board may refer the matter to the Court of Appeal (Inferior Jurisdiction) in terms of article 41(6) of the Code of Organization and Civil Procedure within a period of sixty days. Such recourse however may not delay the Head of the contracting authority from implementing the Review Board's decision.

## **6.0 GENERAL CONDITIONS**

6.1.1 The full set of General Conditions for Supply / Works / Services Contracts (Version 1.01 dated 15 March 2010 and Version 1.02 dated 2<sup>nd</sup> June 2010) can be viewed/downloaded from:

[www.contracts.gov.mt/conditions](http://www.contracts.gov.mt/conditions)

- 6.1.2 It is hereby construed that the tenderers have availed themselves of these general conditions, and have read and accepted in full and without reservation the conditions outlined therein, and are therefore waiving any standard terms and conditions which they may have.

These general conditions will form an integral part of the contract that will be signed with the successful tenderer/s in so far as these general conditions are not in conflict with the tender document. In the event of any conflict between the tender document and the General Conditions for Service Contracts the provisions of the tender document shall apply.

## **7.0 CONTRACT SPECIAL CONDITIONS**

### **7.1 General**

- 7.1.1 This Agreement shall be read, governed and construed in accordance with the Laws of Malta and any controversy in relation thereto shall be submitted to final and binding arbitration in terms of Part IV of the Arbitration Act (Chapter 387 of the Laws of Malta)
- 7.1.2 Any dispute, controversy or claim arising out of or relating to this contract, or 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. Any reference in the attached General Conditions to other arbitration procedures shall not apply.
- 7.1.3 The acceptance of the Tender under this contract shall not hinder the Contracting Authority from procuring works/supplies/services (as applicable) similar in nature to those requested by this Tender, but which fall outside the scope of this Tender in terms of quantity, quality and/or specifications, from any other source if and whenever is considered necessary. In these circumstances, the Contractor shall not claim any right whatsoever to be assigned such similar works/supplies/services.
- 7.1.4 The Contractor cannot, directly or indirectly, subcontract or handover any part of this contract without the prior approval of the Contracting Authority, after a written request to this effect by the Contractor.
- 7.1.5 The Contractor shall assume full responsibility and accountability, according to the current legislation, concerning the Health and Safety of his/her employees and/or his/her subcontractors, including any third parties involved in the execution of this tender.
- 7.1.6 The Contractor shall be bound to conform with the Occupational Health and Safety Authority Act 2000 (Cap 424 of the Laws of Malta) and to all regulations/legal notice that form part of his/her Act; as well as any other national and European Union legislation, regulations, standards, and/or codes of practices in effect during the execution of the contract, regarding Health-and-Safety issues, as they apply for the Contractor's particular operating situation and nature of work activities.
- 7.1.7 The successful Contractor shall provide all health and safety related equipment as required by the Maltese legislation, good practice, as may be required by the Company and as may be further detailed in this Contract.

- 7.1.8 The Contractor shall allocate all necessary resources to safeguard the health and safety of operatives, including those of subcontractors, and of any persons whom the Works may affect. The Contractor shall undertake to perform all necessary risk assessments, H&S procedures and maintain all relevant supporting records as required by Maltese legislation, good practice and as may be required by the Contracting Authority. This also includes the provision by the Contractor of all necessary personal protective equipment, mainly personnel on site are to wear safety boots, gloves, masks and all the necessary safety clothing to protect themselves, vaccinations and medical check-ups (if required) to all his/her employees, including those of subcontractors, employed on site or who are employed to execute the services requested in this Contract. The Contracting Authority reserves the right to carry out inspections in this respect and if the Contractor is found non-compliant then the Contracting Authority shall ask the Contractor to abide with H&S regulations with immediate effect. Subsequent notifications may imply that the Contractor is disqualified from the tender following which the Contracting Authority will seek the services requested from the next cheapest Tenderer.
- 7.1.9 A daily penalty of Two Hundred Fifty Euro (€250) shall be charged to the Contractor if he/she fails to satisfactorily provide the requested services as stipulated in this Tender Document, and/or the service is found to be seriously lacking in quantity, quality or efficiency and/or the Contractor breaches any of the conditions stipulated in this Tender document. In such case, the Contracting Authority shall issue Notification Warning letters or Default Notices, notifying the Contractor of his/her breach of contract and requesting immediate remedial action by the Contractor who shall remedy the failure within three working days from the notification, or else, as may be otherwise required by the Contracting Authority. Moreover, the Contracting Authority reserves the right to engage other contractors to execute the contract and any extra expenses incurred, further to the contract rates, shall be borne by the contractor. During the period the daily penalty is being applied, the Contracting Authority reserves the right to terminate the contract and award the contract to other bidders competing in the same tender. Moreover, in such event, the bank guarantee shall be forfeited.
- 7.1.10 Should the abovementioned Clause (7.1.9) be applied, the final sum due to the contractor shall be determined upon the expiry of the notice period indicated and any penalties or extra costs shall be deducted accordingly.
- 7.1.11 The Contractor shall follow and execute all legitimate directives and instructions issued by the Contracting Authority. The procurement detailed in this tender is authorised by the Contracting Authority as represented on site by the designated Officer in charge of the Contract, who shall verify that all the conditions stipulated in this tender are adhered to. All works to be carried out by the contractor shall always be under the direction and supervision of the Officer in charge of the Contract, who may be assisted by a technical officer or employee of the Contracting Authority.

## **7.2 Data Protection and Freedom of Information**

- 7.2.1 Any personal data submitted in the framework of the procurement procedure and/or subsequently included in the contract shall be processed pursuant to the Data Protection Act (2001). It shall be processed solely for the purposes of the performance, management and follow-up of the procurement procedure and/or subsequent contract by the Central Government Authority/Contracting Authority without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with National and/or Community law.
- 7.2.2 The provisions of this contract are without prejudice to the obligations of the Central



Government Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Central Government Authority, prior to disclosure of any information to a third party in relations to any provisions of this contract which have not yet been made public, shall consult the contractor in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the Central Government Authority in terms of the Act.

### **7.3 Gender Equality**

- 7.3.1 In carrying out his/her obligations in pursuance of this contract, the tenderer shall ensure the application of the principle of gender equality and shall thus 'inter alia' refrain from discriminating on the grounds of gender, marital status or family responsibilities. Tenderers are to ensure that these principles are manifest in the organigram of the company where the principles aforementioned, including the selection criteria for access to all jobs or posts, at all levels of the occupation hierarchy are amply proven. In this document words importing one gender shall also include the other gender.

## **8.0 TENDER SPECIFICATIONS AND CONDITIONS**

### **8.1 Contract Objective**

8.1.1 This Tender is for the provision of internal control services in connection with Project ERDF088 – Renewable Energy Sources in the Domestic Sector.

### **8.2 Contract Term and Frequency of Use**

8.2.1 The Contract shall be operative for a period of one year. The commencement of this contract shall be upon the issuance of the **'Order to Start Works'**, issued by the Contracting Authority. The Contractor will be expected to sign a confidentiality agreement prior to the commencement of the contract.

### **8.3 Services Required**

- Carry out the internal control function in relation to the ERDF funded aid schemes administered by the MRA as directed by the Contracting Authority
- Carry out spot checks with respect to ongoing projects and programmes
- Participate in monitoring Committees
- Perform duties related to policy matters and the compilation of data
- Organise and participate in, sampling, testing, inspection and auditing in relation to energy efficiency measures and schemes.
- Prepare reports as may be required for external and internal reporting
- Liaise with stakeholders with a view to develop a clear understanding of procedures and control relating to the management of energy efficiency and RES
- Manage the work of the project inspector
- Participate in specific projects and activities in relation to EU initiatives
- Undertake any fieldwork as may be required for the purpose of collecting, classifying and interpreting quantitative data.

The contracted party shall be expected to work approximately 20 hours per week during normal office hours for a period of one year. Office space and computer equipment will be allocated within MRA.

### **8.4 Minimum Qualification Criteria**

Persons eligible for consideration to provide this service must:

- Be a certified public accountant preferably with a practising certificate in auditing
- Have a minimum of three years' professional experience
- Have the ability to communicate in the Maltese and English Languages
- Be proficient in the use of widely available software packages
- Be of good moral character

By completing the form "Professional Staff Overview", tenderers are being requested to give the name and details of the person/s who will be performing the services forming the scope of this Tender.

It is acceptable for the Contractor to delegate certain aspects of the assignment to a junior qualified accountant not necessarily fulfilling the minimum qualification criteria as listed above. Such work must however be subject to supervision and review by the Contractor who will retain ultimate responsibility for all aspects of the contract at all times.

In the interests of consistency, expediency and efficiency in the performance of the work, it is expected that, as far as possible, the Contractor deploys the same professional staff member over the term of the contract.

The tenderer shall submit a CV of the professional staff proposed to work on the project, a copy of the respective CPA warrant/s and valid police conduct certificate/s.

**PART 2:**



**TENDER FORM**

*(A separate, distinct Tender Form must be submitted for EACH OPTION – if applicable - submitted)*

Place and Date: .....

Publication reference: MRA /105/10

Name & address of Contracting Authority: Malta Resources Authority  
Millennia 2<sup>nd</sup> Floor  
Aldo Moro Road  
Marsa

Tender for internal control services in connection with Project ERDF088 – Promotion of Renewable Energy Sources in the Domestic Sector

**A TENDER SUBMITTED BY**

	Name(s) of tenderer(s)	Nationality
Leader		

\* add/delete additional lines for partners as appropriate. Note that a sub-Contractor is not considered to be a partner for the purposes of this tender procedure. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as 'leader'.

**B CONTACT PERSON (for this tender)**

Name	
Address	

<b>Telephone</b>	(____) _____
<b>Mobile</b>	(____) _____
<b>Fax</b>	
<b>E-mail</b>	

**C TENDERER'S DECLARATION(S)**

**To be completed and signed by the tenderer (including each partner in a consortium).**

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 the Contracting Authority) for invitation to tender. 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 offer to provide, in accordance with the terms of the tender document and the conditions and time limits laid down, without reserve or restriction, the following services:

Internal control services

**3** The rates/prices of our tender (exclusive of VAT but inclusive of duties, other taxes and any discounts) is:

Internal control services:.....

**4** This tender is valid for a period of 3 months from the final date for submission of tenders.

**5** We are making this application in our own right for this tender. We confirm that we are not tendering for the same contract in any other form.

**6** 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.

**7** 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 7 of this declaration are not submitted by the indicated dates.

**8** We have no potential conflict of interests or any relation with other candidates or other parties in the tender procedure at the time of the submission of this

application. We have no interest of any nature whatsoever in any other tender in this procedure. We recognise that our tender may be excluded if we propose key experts who have been involved in preparing this project or engage such personnel as advisers in the preparation of our tender.

- 9 We will inform the Contracting Authority 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.
- 10 I acknowledge that the Contracting Authority shall request rectifications in respect of incomplete/non-submitted information pertinent to the documentation listed in clause 2.1.3. We understand that such rectification/s must be submitted within two (2) working days, and will be subject to a non-refundable administrative penalty of €50, and that failure to comply shall result in our offer not being considered any further.
- 11 We note that the Contracting Authority is not bound to proceed with this invitation to tender and that it reserves the right to cancel or award only part of 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: \_\_\_\_\_



Operational Programme I – Cohesion Policy 2007-2013  
*Investing in Competitiveness for a Better Quality of Life*  
Project part-financed by the European Union  
European Regional Development Fund (ERDF)  
Co-financing rate: 85% EU Funds; 15% National Funds  
***Investing in your future***



## TENDERER'S DETAILS

<b>Name of Tenderer</b>	..... .....
<b>Address</b>	..... .....
<b>VAT Registration Number (if applicable)</b>	.....
<b>Name of Contact Person</b>	.....
<b>I.D. / Passport Number</b>	.....
<b>Signature</b>	.....
<b>Date</b>	.....

## STATEMENT ON CONDITIONS OF EMPLOYMENT

It is hereby declared that all employees engaged on this contract shall enjoy working conditions such as wages, salaries, vacation and sick leave, maternity and parental leave as provided for in the relative Employment Legislation. Furthermore, we shall comply with Chapter 424 of the Laws of Malta (Occupational Health and Safety Authority Act) as well as any other national legislation, regulations, standards and/or codes of practice or any amendment thereto in effect during the execution of the contract.

In the event that it is proved otherwise during the execution of the contract it is hereby being consented that the contract is terminated with immediate effect and that no claim for damages or compensation be raised by us.

Signature: .....

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

Date: .....



## PROFESSIONAL STAFF OVERVIEW

Name of Professional	Educational Background	Qualifications	Experience	Computer skills

Tenderers are requested to substantiate their claims by submitting a CV of the Professional Staff proposed to work on the project.

Signature: .....  
*(the person or persons authorised to sign on behalf of the tenderer)*

Date: .....

## SPECIFICATIONS FORM

(To be completed by the Tenderer or an Authorised Representative)

Tender reference	Tender - Minimum Requirements	Specifications of proposal offered by Tenderer:  <i>To be filled in by Tenderer</i>	Confirmation whether tenderer's offer meets tender's minimum requirements –  <i>Mark Y (Yes) or N (No) as applicable</i>
	<ul style="list-style-type: none"> <li>(i) Certified public accountant preferably with a practising certificate in auditing</li> <li>(ii) Minimum of three years' professional experience</li> <li>(iii) Have the ability to communicate in the Maltese and English Languages</li> <li>(iv) Be proficient in the use of widely available software packages</li> </ul>		

Name of Tenderer: \_\_\_\_\_

Date: \_\_\_\_\_

I.D. No.: \_\_\_\_\_

Signature: \_\_\_\_\_

## SCHEDULE OF PRICES & RATES

This form must be filled in and submitted with the tender document. Failure to fill in the form, or a form with incomplete information, or form containing ambiguous financial information (e.g. rates, totals etc) shall disqualify the tendered submission.

(To be completed by the Tenderer or an Authorised Representative )

Item	Description	Unit	Rate - Euros (inclusive of VAT and any other charges/taxes) Note: this should not exceed €30	Quantity	Total - Euros (inclusive of VAT and any other charges/taxes)
1	Services of internal control	Hour		52*20	

### Tenderer's Declaration:

I hereby bind myself to start provision of services within \_\_\_\_\_  
from date of Order to Start Works.

Name of \_\_\_\_\_ Date: \_\_\_\_\_  
Tenderer:

I.D. No.: \_\_\_\_\_ Signature: \_\_\_\_\_

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# TENDER SUBMISSION CHECKLIST

The Tenderer is requested to tick in the boxes below to cross check that all documentation required in the Tender Document are completely filled-in and submitted with his/her Tender submission.

- SCHEDULE OF RATES & PRICES
- TENDERER'S DETAILS FORM
- FORM OF TENDER
- STATEMENT ON CONDITIONS OF EMPLOYMENT FORM
- OVERVIEW OF TENDERER'S PERSONNEL
- PROFESSIONAL STAFF OVERVIEW
- SPECIFICATION FORM
- CURRICULUM VITAE
- COPY OF WARRANT TO ACT AS A PUBLIC ACCOUNTANT AND/OR PRACTISING CERTIFICATE IN AUDITING (IF APPLICABLE)
- POLICE CONDUCT CERTIFICATE
- ALL ADDENDA IS ATTACHED WITH THE SUBMISSION (IF ANY)
- NO ALTERATIONS TO THE DOCUMENT HAVE BEEN MADE

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Name of Tenderer: \_\_\_\_\_ Date: \_\_\_\_\_

I.D. No.: \_\_\_\_\_ Signature: \_\_\_\_\_