



MALTA RESOURCES AUTHORITY

Malta Resources Authority

Millennia, Aldo Moro Road, Marsa MRS 9065 Malta

Telephone: (356) 21220619

Fax: (356) 22955200

Closing Date: 18th October 2013 (10:00 am)

Date Published: 27th September 2013

**SUBJECT: TENDER FOR THE PROVISION OF EXTERNAL
AUDIT SERVICES TO THE MALTA RESOURCES
AUTHORITY**

Tender Document: MRA/119/13

IMPORTANT

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

TENDER FOR THE PROVISION OF EXTERNAL AUDIT SERVICES

TABLE OF CONTENTS

PART 1:	4
1.0 SCOPE OF TENDER	4
1.1 Introduction	4
1.2 Tender Documentation	4
1.3 Definitions	5
2.0 TENDER PROCESS	7
2.1 General Instructions (Pre Submission of Tenders)	7
2.2 Eligibility	9
2.3 Multiple Tenders.....	9
2.4 Tender expenses	9
2.6 Law.....	10
2.7 Language of Tenders / Preparation of Tenders.....	10
2.8 Tender Rates/Prices.....	10
2.9 Currencies of Tender and Payments	11
2.10 DELETED.....	11
2.11 Conditions of Employment.....	12
3.0 TENDER SUBMITTALS	14
3.1 Method of Submissions.....	14
3.2 Late Tenders.....	15
4.0 OPENING AND EVALUATION OF OFFERS	16
4.1 Opening of Tenders.....	16
4.2 Secrecy of the Procedure.....	16
4.3 Clarification of Tenders.....	16
4.4 Tender Evaluation Process	16
4.5 Correction of Arithmetical Errors	17
5.0 CONTRACT AWARD	18
5.1 Criteria for Award	18
5.2 Right of the Contracting Authority to accept or reject any Tender	18
5.3 Notification of Award of Contract.....	18
5.4 Contract Signing and Performance Guarantee.....	19
6.0 GENERAL CONDITIONS	22
7.0 CONTRACT SPECIAL CONDITIONS	23
7.1 General.....	23
7.3 Ethics Clauses	25
7.4 Data Protection and Freedom of Information.....	26
7.5 Gender Equality.....	26
8.0 TENDER SPECIFICATIONS AND CONDITIONS	27
8.1 Contract Objective	27
8.2 Contract Term and Frequency of Use	27
8.3 Submission of Literature	27
8.4 Services Required.....	27

8.5	Specifications.....	28
8.5.1	Qualification Criteria.....	28
PART 2:	.....	31
9.	TENDER FORM	31
10.	TENDERER'S DETAILS	35
11.	DATA ON JOINT VENTURE / CONSORTIUM	36
12.	STATEMENT ON CONDITIONS OF EMPLOYMENT	38
13.	PROFESSIONAL STAFF OVERVIEW	39
14.	EXPERIENCE AS CONTRCATOR	40
15.	SPECIFICATIONS FORM	41
16.	SCHEDULE OF PRICES AND RATES	43
16.1	Preamble to Schedule of Prices and Rates	43
	SPECIMEN PERFORMANCE GUARANTEE	45
	TENDER SUBMISSION CHECKLIST	46

TENDER FOR THE PROVISION OF EXTERNAL AUDIT SERVICES TO THE MALTA RESOURCES AUTHORITY

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 the provision of External Audit Services to the Malta Resources Authority for the financial period ending 31 December 2013, and subject to annual renewal by the Board, for the following four financial years up to and including the financial year ending 31 December 2017.

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 DELETED.

1.2.7 A form entitled “**Data on Joint Venture/Consortium**” is attached with the Tender Document. Prospective bidders are requested to complete the form, and submit it with the

Tender Document if they are planning to bid as a Joint Venture / Consortium.

- 1.2.8 DELETED.
- 1.2.9 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.
- 1.2.10 A form entitled: “**Specifications 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.
- 1.2.11 Tenderers are also requested to submit with their Tender offer any relevant **Technical Literature, Catalogues and/or Illustration** related to the items being offered, which shall corroborate the details filled in the Specification Form. All Documents provided shall be written in English Language. **Failure to comply with this clause shall render the Tender offer null.**
- 1.2.12 Tenderers shall submit with their offer CERTIFICATES/WARRANTS/ CURRICULUM VITAE/ etc. **Failure to comply with this clause shall render the Tender offer null.**

1.3 Definitions

Note: the following definitions are given here for convenience only, in the context of the tender procedure. The definitions set out in the contract as concluded are determining for the relations between the parties to the contract.

Administrative order. Any written or oral instruction or order issued by the Project Manager to the Contractor regarding the execution of the services.

Authority: means the Malta Resources Authority.

Beneficiary Country: The Maltese Islands.

Breakdown of the overall price: A heading-by-heading list of the rates and costs making up the price for a lump-sum contract.

Budget Breakdown: In a fee-based contract, the schedule which breaks down the contract value, stating out the fee rates and the provision for incidental expenses.

Cash Flow Forecast: The Contractor’s estimate of the cash flows arising directly from the execution of a fee-based contract.

Central Government Authority: means the Department of Contracts.

Commission: The European Commission.

Conflict of interest. Any event influencing the capacity of a candidate, tenderer or supplier to give an objective and impartial professional opinion, or preventing him, at any moment, from giving priority to the interests of the Central Government Authority and the Contracting Authority. Any consideration relating to possible contracts in the future or conflict with other commitments, past or present, of a candidate, tenderer or supplier, or any conflict with his own interests. These restrictions also apply to employees of the candidate, tenderer or supplier.

Contract: The signed agreement entered into by the parties for the performance of the

services, including all attachments thereto and all documents incorporated therein.

Contract Value: The total value of the contract to be paid by the Contracting Authority in terms of the agreed terms and conditions.

Contracting Authority: means the Malta Resources Authority.

Contractor: The party which contracts to perform the services.

Day: Calendar day.

Drawings: Drawings provided by the Contracting Authority, and/or drawings provided by the Contractor and approved by the Project Manager, for the carrying out of the services.

EC: The European Community.

EU: The European Union.

Evaluation Committee: a committee made up of an odd number of voting members (at least three) appointed by the Contracting Authority and possessing the technical, linguistic and administrative capacities necessary to give an informed opinion on tenders.

Fee-Based Contract: A contract under which the services are provided on the basis of fixed fee rates for each day/hour worked by experts/service provider.

Final Beneficiary: The Malta Resources Authority

Foreign currency: Any currency permissible under the applicable provisions and regulations other than the Euro, which has been indicated in the tender.

General conditions: The general contractual provisions setting out the administrative, financial, legal and technical clauses governing the execution of contracts.

General damages: The sum not stated beforehand in the contract, which is awarded by a court or an arbitration tribunal, or agreed between the parties, as compensation payable to an injured party for a breach of the contract by the other party.

Global Price Contract: A contract under which the services are performed for an all-inclusive fixed price.

In writing: This includes any hand-written, typed or printed communication, including fax transmissions and electronic mail (e-mail).

Liquidated damages: The sum stated in the contract as compensation payable by the Contractor to the Contracting Authority for failure to complete the contract or part thereof within the periods under the contract, or as payable by either party to the other for any specific breach identified in the contract.

Modification: An instruction given by the Project Manager which modifies the works.

Month: Calendar month.

National currency: The currency of the country of the Contracting Authority.

Period: A period begins the day after the act or event chosen as its starting point. Where the last day of a period is not a working day, the period expires at the end of the next working day.

Plant: appliances and other machinery, and, where applicable under the law and/or practice of the state of the Contracting Authority, the temporary structures on the site required to carry out the works but excluding equipment or other items required to form part of the permanent works.

Project: The project in relation to which the services are to be provided under the contract.

Project Manager: The natural or legal person responsible for monitoring the implementation of the contract on behalf of the Contracting Authority.

Public Service: Government Ministries and Departments.

Services: Activities to be performed by the Contractor under the contract such as technical assistance, studies, training and designs.

Special conditions: The special conditions laid down by the Contracting Authority as an integral part of the tender document, amplifying and supplementing the general conditions, clauses specific to the contract and the terms of reference.

Tender document/s: The dossier compiled by the Contracting Authority and containing all the documents needed to prepare and submit a tender.

Tender price: The sum stated by the tenderer in his tender for carrying out the contract.

Terms of Reference: The Tender Specifications and Conditions drawn up by the Contracting Authority giving the definition of its requirements and/or the objectives in respect of the provision of services, specifying, where relevant, the methods and resources to be used by the Contractor and/or the results to be achieved by it.

Time Limits: Those periods in the contract which shall begin to run from the day following the act or event which serves as the starting point for those periods. Should the last day of the period fall upon a non-working day, the period shall expire at the end of the first working day following the last day of the period.

Written communications: Certificates, notices, orders and instructions issued in writing under the contract.

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, 1.2.8, 1.2.9 and 1.2.10 **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) 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 Tenders submitted by companies forming a joint venture/consortium must also fulfil the following requirements:
- One partner must be appointed lead partner and that appointment confirmed by submission of powers of attorney signed by legally empowered signatories representing all the individual partners. The tender must include a preliminary agreement or letter of intent stating that all partners assume joint and several liability for the execution of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, all partners, individually and collectively.
 - All partners in the joint venture/consortium are bound to remain in the joint venture/consortium until the conclusion of the contracting procedure. The consortium/joint venture winning this contract must include the same partners for the whole performance period of the contract other than as may be permitted or required by law.
- 2.2.4 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 Multiple Tenders

- 2.3.1 A tenderer may submit multiple tender offers.
- 2.3.2 A Company shall not tender for a given contract both individually and as a partner in a joint venture/consortium.
- 2.3.3 DELETED.
- 2.3.4 DELETED.

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 works/supplies/services as described in the Tender Document.

2.8.2 The tenderer shall provide a breakdown of the overall rates/prices in Euro (€).

2.8.3 Tenderers must quote all components of the price **inclusive** of taxes, customs and import

duties and any discounts. Tenderers not registered with the VAT authority in Malta, must **still** include in their financial offer any VAT that the contracting authority may have to pay either in Malta or the country where the tenderer is registered irrespective of the reverse charge mechanism. The financial offer will be considered as the total financial cost to the contracting authority including any VAT that may have to be paid not through the winning tenderer. Except as may otherwise be provided for in the contract, no payment will 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 Bill of Quantities / 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 with respect to late payment (Article 26) are not applicable.
- 2.9.3 The Contractor shall be bound to conform in all respects with VAT legislation and regulations. Prospective bidders should note that the Malta Resources Authority is a non-taxable legal person in accordance with the provisions of the Value Added Tax Act, 1998. MRA is not registered for VAT purposes (i.e. it does not have a VAT number) and fiscal receipts have to be issued by the Contractor to the Authority for all payments effected.
- 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.

2.10 DELETED

2.11 Conditions of Employment

- 2.11.1 The following conditions are mandatory conditions of any service contract resulting from the outcome of this tender:
1. A guarantee that the services provided will not be subcontracted to third parties.
 2. A guarantee that the contractual work will not be carried out by self-employed persons but solely by employees of the tenderer.
 3. A guarantee that all the employees of the tenderer, whether providing services to the contracting authority or not, have a written contract of service and are registered with the Employment & Training Corporation. On award of the contract the tenderer shall furnish a list of employees who will be providing services to the contracting authority as well as having copies of the written contracts of service of any of the employees available at any time for inspection.
 4. Tenderer shall ensure that all employees are to be given a detailed payslip containing all relevant details including the amount paid, normal hours worked, overtime hours, hours worked on Sundays and public holidays, hours availed of as leave or sick leave, a breakdown of bonuses/allowances as well as deductions made (such as social security contributions and income tax).
 5. Tenderer shall ensure that employee's wages/salaries are paid only by direct payment in the employee's bank account.
 6. The tenderer is to guarantee that the relevant bank statements of wage/salaries' deposit and copies of the detailed payslips are to be made available as and when required by the Director of Industrial & Employment Relations.
 7. The contractor shall be obliged to specify the minimum hourly workers' costs in tenders involving the provision of employees' services and shall also provide a breakdown of the employee costs in tenders where the tender requires a global sum covering the services to be provided.
- 2.11.2 Apart from the above conditions which the tenderer must abide with, the Authority will - for any contracts awarded - keep accurate timesheets of the work carried out by the tenderer's employees. The tenderer shall be bound to ensure that any employees provided to carry out services at the Authority shall be obliged to register their presence at the Authority's premises on these timesheets.
- 2.11.3 Following the award of the tender, if it results that a tenderer has not adhered in any way to the conditions of the contract and/or has in any way breached industrial and employment legislation, then the contract may be terminated. In addition the Director General (Contracts) (Contracts) may also terminate any other contract/s that such contractor may have with any other Government Department or Public Sector Organisation.
- 2.11.4 Any breach of regulations emanating from the Employment and Industrial Relations Act, the Employment and Training Services Act and the Occupational Health and Safety Authority Act may constitute sufficient grounds for the termination of any contract awarded as indicated above.

2.11.5 Tenderers shall submit the Statement of Conditions of Employment including all attachments referred to therein with their tender offer.

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, 2nd 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. **Any other method of submission 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. **Deleted**
 - e. **Data on Joint Venture/ Consortium Form (if applicable)** as per Clause 1.2.7
 - f. **Deleted**

- g. **Statement on Conditions of Employment** as per Clause 1.2.9 and Section 2.11
- h. **Specification Form** as per Clause 1.2.10
- i. **Technical Literature, in English Language** as per Clause 1.2.11
- j. **Certificates/Warrants/CVs as per Clause 1.2.12**

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) Technical Compliance
- 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 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 if 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 Letter of Acceptance.
- 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. 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 In submitting this tender, the tenderer is certifying his/her acceptance in full of all the tender terms and conditions, including all addenda issued by the Contracting Authority prior to the closing date for the submission of tender offers. The successful tenderer may, upon the issue of the Letter of Intent, be requested to endorse all sheets of the tender document and any addenda issued during the tenders' submission period as a means of confirmation of his/her acceptance of all the contents thereof, and he/she shall do so without any reservations or conditions. Requests to waive particular terms, conditions or specifications, shall not be entertained and may result in termination of the contract.
- 5.4.4 Within 5 working days from receipt of letter of intent from the Contracting Authority, the successful tender shall call at the Finance and Administration 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.
- 5.4.5 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).
- 5.4.6 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 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.

5.4.7 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.

5.4.8 Deleted.

5.4.9 The performance guarantee referred to in the General Conditions is set at 10% of the amount of the contract and must be presented in the form attached to this tender document. The performance guarantee shall be released within 30 days of the signing of the Contractor's Performance Report by the Officer in charge of the contract, unless the Special Conditions provide otherwise.

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 1.02 dated 1st December 2011) can be viewed/downloaded from:

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.

6.1.3 Any reference made in the General Conditions for Service Contract to “Volume 1 Section 4.10 (Organisation & Methodology)” shall be considered as reference to “Part 2 – Organisation & Methodology”.

6.1.4 Any reference made in the General Conditions for Service Contract to “Volume 3 Section 1 (Terms of Reference)” shall be considered as reference to “Part 1 – 8.0 Tender Specifications and Conditions” of the tender document

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 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 The contractor shall be solely responsible for the safe operation of the plant and equipment employed on site in connection with the works, including the safety of the operators. All equipment shall conform to all safety regulations and legislation in force and / or recognised standards/codes of practice, while all the operators shall be in possession of all the necessary recognised permits, qualification and skill required to carry out such duties.
- 7.1.10 The Contracting Authority reserves the right to inspect all the equipment that shall be required by the Contractor to provide the services requested in this Tender Document.
- 7.1.11 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.
- 7.1.12 Should the abovementioned Clause (7.1.11) 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.
- 7.1.13 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.
- 7.1.14 The contractor shall take all risks of accident or damage to the work, from whatever cause arising, and shall be responsible for the sufficiency of all means use by him for the fulfilment of the contract, and shall not be relieved from such responsibility by any approval which may have been given by the Chief Executive.
- 7.1.15 The Chief Executive may adopt any means he may think fit to satisfy himself that the materials specified are actually used, and he shall have the power throughout the contract, either personally or by deputy, to inspect, without giving previous notice, the entire work, or any part thereof at every stage of progress and wherever the work, or any part thereof, may be in progress, to amend or alter anything he may think fit and to reject any parts of the work of which he may disapprove.
- 7.1.16 The Authority is not bound to accept the lowest or any tender and shall not give reasons for the acceptance or rejection of a particular tender.

- 7.1.17 The Authority reserves the right of accepting any tender wholly or in part, or of dividing the contract among two or more tenderers.
- 7.1.18 The award of the contract does not exonerate the contractor from the obligation of obtaining any other permit and/or licence that may be required under any law, principal or subsidiary, in force in Malta from time to time.
- 7.1.19 Should there be any discrepancy between the General Conditions and any special conditions or specifications of any contract, the special conditions or specifications shall be followed in preference to the General Conditions.

7.3 Ethics Clauses

- 7.3.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Authority or the Contracts Committee during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties.
- 7.3.2 Without the Authority's prior written authorisation, the Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or sub-contracting basis, supply other services, carry out works or supply equipment for projects or activities arising from or related to the Consultancy services being provided. This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 7.3.3 When putting forward a candidacy or tender, the candidate or tenderer must declare that he is affected by no potential conflict of interest, and that he has no particular link with other tenderers or parties involved in the project.
- 7.3.4 The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He must refrain from making public statements about the project or services without the Contracting Authority's prior approval. He may not commit the Contracting Authority in any way without its prior written consent.
- 7.3.5 For the duration of the contract, the Contractor and his staff must respect human rights and undertake not to offend the political, cultural and religious morals of Malta.
- 7.3.6 The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
- 7.3.7 The Contractor and his staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor are confidential.
- 7.3.8 The contract governs the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 7.3.9 The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the Authority may, regardless of injury, terminate the contract without further notice and without the

Contractor having any claim to compensation.

- 7.3.10 The tender(s) concerned will be rejected or the contract terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

7.4 Data Protection and Freedom of Information

- 7.4.1 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 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.
- 7.4.2 The provisions of this contract are without prejudice to the obligations of the Contracting Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Contracting 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 Contracting Authority in terms of the Act.

7.5 Gender Equality

- 7.5.1 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 organogram 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 external audit services to the Malta Resources Authority. The successful audit firm will be appointed as Auditor of the Authority in terms of the Malta Resources Authority Act XXV of 2000.

8.2 Contract Term and Frequency of Use

8.2.1 The Contract shall cover the financial period ending 31 December 2013, and is subject to annual renewal, for the following four financial years up to and including the financial year ending 31 December 2017. The commencement of this contract shall be upon the issuance of the '**Order to Start Works**', issued by the Contracting Authority.

8.2.2 The delivery period shall be in accordance with the timeframes prescribed by the Malta Resources Authority Act and as set out in section 8.4.2 of this tender. If a tenderer fails to declare his/her delivery period where indicated on the Schedule of Rates, it shall be construed that the delivery period quoted above has been accepted.

8.3 Submission of Literature

8.3.1 Tenderer shall submit the following documentation with his tender offer:

- (i) Professional Staff overview as specified in section 8.5
- (ii) Form titled "Experience as Contractor" and including copies of a minimum of 10 audit reports related to the assignment as specified in section 8.5.
- (iii) CV of all professional staff proposed to provide the services as specified in Section 8.5
- (iv) Copies of CPA warrant/s with practising certificate in auditing as specified in section 8.5
- (v) Valid clean Police conduct certificate of the professional staff proposed to provide the services as specified in section 8.5

8.4 Services Required

8.4.1 This Tender is for the provision of external audit services to the Malta Resources Authority. The successful audit firm will be appointed as Auditor of the Authority in terms of the Malta Resources Authority Act XXV of 2000. Tenderers are advised to refer to the relevant statutory provisions incorporated in the said Act.

8.4.2 With a view to enabling the Authority to abide by statutory provisions, the appointed auditor will be required to submit for the approval of the Board, all statutory reports as prescribed under the MRA Act of 2000 and eventually laid on the Table of the House of Representatives. To this end the appointed Auditor will be expected to complete their work in time to enable the members of the Board of the Authority to consider and approve the accounts before these are forwarded to the Minister within six weeks from year end.

8.4.3 The appointed auditors will furthermore be required to:

- (i) undertake a critical review of the present accounting systems, procedures and internal controls, and after proper evaluation thereof, submit a detailed report on the effectiveness highlighting any discovered weaknesses and recommending necessary improvements;
- (ii) submit a detailed management letter to the Board at the time of presentation of the financial statements in respect of the period reviewed;
- (iii) compile and print the financial statements (including the copies to be laid on the Table of the House of Representatives);
- (iv) compile the Tax Computation and Income Tax Return (including completing the Tax Index of Financial Data (T.I.F.D) statements and attachments and filing/submitting of the Income Tax Return/T.I.F.D with the Inland Revenue Department in accordance with the relative statutory deadlines);
- (v) undertake any necessary “ad hoc” assignments as may be required by the Board of the Authority. Any such assignment requiring a considerable degree of resources shall be paid for separately at the hourly rate indicated in the Schedule of Prices and Rates. For evaluation purposes, it is assumed that a total of 100 hours /annum may be required to carry out such “ad hoc” assignments.

“Ad hoc” assignments shall only be carried out and initiated following specific instructions issued by the Authority and are for extra services required by the Authority. These shall not in any way constitute part of the auditing services required to be provided and specified in items (i) – (iv) above.

8.5 Specifications

8.5.1 Qualification Criteria

- 8.5.1.1 Persons eligible for consideration to provide this service must be Audit Firms which have been registered as such with the Accountancy Board for a minimum of 10 years. Tenderers are required to submit proof to this effect.
- 8.5.1.2 The contractor will be required to assign a partner who will be overall responsible for the management, conduct and timely completion of the audit programme. Apart from the partner, the contractor may also assign a manager to lead the performance of the services in terms of this tender.
- 8.5.1.3 The assigned partner and manager must be certified public accountants with a practising certificate in auditing.
- 8.5.1.4 The contractor will be required to have and demonstrate experience in the performance of a minimum of 10 external audits of:
 - (i) Government Entities (public corporations, statutory authorities and other

- (ii) public sector) and small / medium /large entities as defined by the Fourth Council Directive of 25 July 1978 based on Article 54 (3) (g) of the Treaty on the annual accounts of certain types of companies (78/660/EEC) ; or larger entities

For the avoidance of doubt, the performance of external audits of micro entities is excluded.

8.5.1.5 Provided that further to Clause 8.5.1.4, a minimum of 5 of the 10 external audits must be related to Government entities and all such 10 external audits must have been executed within the past 5 years.

8.5.1.6 For this purpose evaluation of Contractor's experience, Tenderers must submit the form "Experience as Contractor" and copies of the Audit Reports of the 10 external audits carried out by the tenderer within the past 5 years as specified in clauses 8.5.1.4 and 8.5.1.5.

8.5.1.7 In addition, the professional staff to be deployed to carry out the services in terms of this tender shall have the following minimum professional qualifications, skills and experience:

- (i) be qualified accountants, or in the process of obtaining an accounting qualification;
- (ii) have the ability to communicate in the Maltese and English Languages
- (iii) be proficient in the use of widely available software packages
- (iv) be of good moral character.

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

8.5.1.9 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 members over the term of the contract.

8.5.1.10 The nominated partner cannot under any circumstances be substituted by any other partner without the prior written approval of the Authority.

8.5.1.11 The tenderer shall submit:

- (i) Proof that the Audit Firms has been registered as such with the Accountancy Board for a minimum of 10 years,
- (ii) Curriculum Vitae of all the professional staff proposed to work on the project,
- (iii) Copies of the respective CPA warrant/s with practising certificate in auditing where applicable,

- (iv) Copies of valid clean police conduct certificates of all the professional staff proposed to work on the project.

PART 2:

9. TENDER FORM

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

Place and Date:

Publication reference: MRA /119/ 2013

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

Tender for the provision of external audit services to the Malta Resources Authority

A TENDER SUBMITTED BY

A. TENDER SUBMITTED BY:			
<i>(This will be included in the Summary of Tenders Received)</i>			
In case of a Joint Venture/Consortium: Name(s) of Leader/Partner(s)		Nationality	Proportion of Responsibilities²
Leader¹			
Partner¹			
Etc ...			

1. 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' (and all other lines should be deleted)

2. Proposed proportion of responsibilities between partners (in %) with indication of the type of the works to be performed by each partner (the company acting as the lead partner in a joint venture/consortium, they must have the ability to carry out at least 50% of the contract works by its own means. If a company is another partner in a joint venture/consortium (i.e. not the lead partner) it must have the ability to carry out at least 10% of the contract works by its own means).

B CONTACT PERSON (for this tender)

Name		Surname	
Telephone	(____) _____	Fax	(____) _____
Address	..... ..... .....	
E-mail			

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 No **MRA/119/ 2013** of [...../...../.....]. 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 / supply, in accordance with the terms of the tender document and the conditions and time limits laid down, without reserve or restriction, the following services / supplies:

Lot No 1:[.....] **[Services – items (i) – (iii) as specified in clauses 8.4.3 of tender dossier]**

Lot No 2:[.....] **[Services – item (iv) – as specified in clauses 8.4.3 of tender dossier]**

Lot No 3 : [.....] **[ad-hoc assignments – Item (v) as specified in clauses 8.4.3 of tender dossier]**

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

Lot No 1: [.....]

Lot No 2: [.....]

- 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 and [**as partner in the consortium** led by < name of the leader / ourselves >] for this tender. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, each member, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance]. We are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the tender procedure.
- 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: _____

10. TENDERER'S DETAILS

Name of Tenderer/Joint Venture/Consortium	..... .....
Address	..... .....
Manufacturer⁰	.....
Country of Origin	.....
VAT Registration Number (if applicable)	.....
Name of Contact Person	.....
I.D. / Passport Number	.....
Signature	.....
Date	.....

11. DATA ON JOINT VENTURE / CONSORTIUM

(if applicable)

4.4.1	Name	.....
4.4.2	Managing Board's Contact Details	Address: Telephone: Fax: Email:
4.4.3	Agency in the state of the Contracting Authority, if any <i>(in the case of a Joint Venture/ Consortium with a foreign lead partner)</i>	Address: Telephone: Fax: Email:
4.4.4	Names of Partners	(i) (ii) (iii) (iv)
4.4.5	Name of Lead Partner	.....

4.4.6	Agreement governing the formation of the Joint Venture/Consortium <i>(Enclose Joint Venture/ Consortium Agreement)</i>	
	Place of Signature:	Date of Signature:
4.4.7	Proposed proportion of responsibilities between partners (in %) with indication of the type of the works to be performed by each* * The Company acting as the lead partner in a joint venture/consortium, they must have the ability to carry out at least 50% of the contract works by its own means. If a Company is another partner in a joint venture/consortium (i.e. not the lead partner) it must have the ability to carry out at least 10% of the contract works by its own means	
 -% -%
 -% -%

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

Date:

12. STATEMENT ON CONDITIONS OF EMPLOYMENT

1. I hereby declare 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.
2. I hereby declare that no part of the services to be provided under this contract shall be sub-contracted.
3. I hereby declare that the service being provided under this contract will not be carried out by self-employed persons registered with the Maltese Authorities, but will be carried out solely by my employees. Self-employed personnel may be engaged as partners in a Joint Venture/Consortium.
4. I hereby declare that all my employees have a written contract of service and are registered with the competent authority of my country.
5. I hereby declare that my employees shall be given a detailed payslip containing all relevant details including the amount paid, normal hours worked, overtime hours, hours worked on Sundays and Public Holidays, hours availed of as leave or sick leave, a breakdown of bonuses/allowances as well as deductions made (such as social contributions and income tax).
6. I hereby declare that all the wages/salaries of my employees are paid only by direct payment in the employee's bank account.
7. I hereby declare that during the execution of this contract, if and when requested by the Contracting Authority or the Director of Industrial and Employment Relations, I shall provide a copy of the contracts of service, payslips, FS3 forms and bank statement of wages/salaries deposits of any of my employees irrespective of whether such employees are employed on this contract for inspection.
8. I hereby declare that I shall submit to the Contracting Authority a list of the employees to be engaged on the contract after the award of the contract.
9. I hereby declare that if I am found in breach of any of the above declarations I accept that this contract will be terminated and that I will have no right to be compensated for any damage I may have suffered or will suffer in the future in respect to this termination.
10. I am hereby attaching the minimum hourly workers' costs for this contract and a breakdown of the employees' costs in global sum contracts.

Name and surname

Signature of Tenderer

I.D. No

Date

13. PROFESSIONAL STAFF OVERVIEW

Name of Professional	Proposed Position	Educational Background	Qualifications	Years of 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:

14. EXPERIENCE AS CONTRCATOR

Description of Services	Period of Execution	Total Assets of client / contracting authority	Total Turnover / Revenue of client / contracting authority	Total No of Employees of client / contracting authority	Indicate if Services Provided as Lead Contractor or as Sub-contractor	% of Total Contract value assigned to Contractor	Client / Contracting Authority

Note: Copies of Minimum of 10 Audit Reports to be attached to this Form

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

Date:

15. 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>
8.5.1.1	Audit Firm which have been registered as such with the Accountancy Board for a minimum of 10 years.		
8.5.1.2 - 8.5.1.3	The assigned partner and manager (if applicable) must be certified public accountants with a practising certificate in auditing		
8.5.1.4 – 8.5.1.5	A minimum experience comprising 10 external audit assignments of Government entities or small /medium/large sized entities (of which 5 must relate to Government entities) during the past 5 years is required in terms of this tender.		
8.5.1.7	The professional staff to be deployed to carry out the services in terms of this tender shall have the following minimum professional qualifications, skills and experience: be qualified accountants, or in the process of obtaining an accounting qualification; 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.		

Name of Tenderer: _____

Date: _____

I.D. No.:

Signature:

16. SCHEDULE OF PRICES AND 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.

16.1 Preamble to Schedule of Prices and Rates

- 16.1.1 Rates and prices must be entered against each item in the Schedule of Prices and Rates.
- 16.1.2 The rates will cover all taxes duties, levies, charges, and other liabilities and inclusive of all extra costs or additions which are not stated separately in the Schedule of Prices and Rates.
- 16.1.3 The rates inserted in the Schedule of Prices and Rates are to be also inclusive values of all supplies, works, and services referred to in the tender, including all costs and expenses which may be required for such services and which may be necessary and all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based. It will be assumed that establishment charges, profit and allowances for all obligations are spread evenly over all the unit rates.
- 16.1.4 All work contained herein will be subject to measurement and does not necessarily represent the eventual extent of the work to be executed. No claim for increased unit rates because of variations in the quantity of work executed will be admitted.
- 16.1.5 Any errors will be corrected as follows:
- (a) where there is a discrepancy between amounts in figures and in words, the amount in words will prevail; and
 - (b) where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will prevail.
- 16.1.6 Prospective tenderers are advised to note that in accordance with VAT legislation the Malta Resources Authority is not a VAT registered entity.

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

Lot	Description	Unit	Annual fixed rate - Euros (inclusive of VAT, ECO-Contribution and any other charges/taxes)	Quantity	Total - Euros (inclusive of VAT, ECO-Contribution and any other charges/taxes)
1	Services - items (i) – (iii) as specified in clause 8.4.3	1 financial year		5 financial years	
2	Services - item (iv) – (as specified in clause 8.4.3	1 financial year		5 financial years	
3	Ad hoc assignments item (v) - as specified clause 8.4.3	hour		250 hours	
TOTAL					

Tenderer's Declaration:

I hereby bind myself to deliver the items tendered for within _____ from date of Order to Start Works.

Name of Tenderer: _____ **Date:** _____

I.D. No.: _____ **Signature:** _____

SPECIMEN PERFORMANCE GUARANTEE

(LETTERHEAD OF THE REGISTERED FINANCIAL INSTITUTION PROVIDING THE GUARANTEE)

Chief Executive Officer
Malta Resources Authority
Millennia, Aldo Moro Road
Marsa MRS 9065
Malta

[Date]

Dear Sir,

Our Guarantee Number for €.....

Account: [Account Holder's Name]

In connection with the contract entered into between yourself on behalf of the Director of Contracts and [Name and Address of Contractor] hereinafter referred to as “the Contractor” as per the latter’s tender and your acceptance under [MRA File Reference], whereby the contractor undertook the [title of contract] in accordance with Article 7.8 of the General Conditions for Service Contracts forming part of the contract documents, we hereby guarantee to pay you on demand a maximum sum of €[amount in works and numbers] in case the obligations of the above-mentioned contract are not duly performed by the Contractor.

This guarantee will become payable on your first demand and it shall not be incumbent upon us to verify whether such demand is justified.

For avoidance of doubt it is hereby declared that although this instrument gives rise to legal relations between the guarantor and the beneficiary, it is hereby specifically declared for all intents and purposes of law that this guarantee does not exempt the above-mentioned Contractor from any obligations, acts of performance or undertaking assumed under the tender documents as ratified in the contract.

Any payments due to the contractor in respect of the obligations entered into under the contract above referred to shall be made through this Bank.

This guarantee expires on the [expiry date] and unless it is extended by us or returned to us for cancellation before that date any demand made by you for payment must be received in writing not later than the aforementioned expiry date.

This document should be returned to us on utilization or expiry or in the event of the guarantee being no longer required.

After the expiry date and in the absence of a written demand being received by us before such expiry date, this guarantee shall be null and void, whether returned to us or not, and our liability hereunder shall terminate.

This guarantee is personal to you, and is not transferable or assignable.

Yours Faithfully,

.....
[Signatory on behalf of Guarantor]

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

DATA ON JOINT VENTURE/ CONSORTIUM FORM (IF APPLICABLE)

STATEMENT ON CONDITIONS OF EMPLOYMENT FORM

Attachments to Statement on Conditions of Employment Form –

1. Minimum hourly workers' costs

2. Breakdown of the employees' costs in global sum contracts

PROOF OF REGISTRATION OF AUDIT FIRM WITH ACCOUNTANCY BOARD FOR OVER 10 YEARS

PROFESSIONAL STAFF OVERVIEW

EXPERIENCE AS CONTRACTOR

Attachments to Experience as Contractor Form –

Copies of Audit Reports (minimum 10 audit reports)

SPECIFICATIONS FORM

FULL DETAILED LITERATURE IN ENGLISH LANGUAGE

CURRICULUM VITAE

COPY OF WARRANT/S TO ACT AS A PUBLIC ACCOUNTANT AND PRACTISING CERTIFICATE/S IN AUDITING

POLICE CONDUCT CERTIFICATES

ALL ADDENDA IS ATTACHED WITH THE SUBMISSION (IF ANY)

NO ALTERATIONS TO THE DOCUMENT HAVE BEEN MADE

Name of Tenderer: _____ Date: _____

I.D. No.: _____ Signature: _____