

REFERENCE NUMBER: MGOZ Q 40/2017

**REQUEST FOR QUOTATIONS FOR THE FIRST LEVEL CONTROL FUNCTION
(AUDIT SERVICES) IN CONNECTION WITH THE *CONSUME LESS IN
MEDITERRANEAN TOURISTIC COMMUNITIES* PROJECT [*CONSUME-LESS*, REF:
917] UNDER THE INTERREG MED PROGRAMME 2014-2020**

Date Issued: 30th March 2017

Closing Date: 20th April 2017

Ministry for Gozo

**St. Francis Square, Victoria, Gozo, VCT 1335
Tel: 22100222 Email: procurement.mgoz@gov.mt**



INTERREG MED PROGRAMME 2014-2020
Project part-financed by the European Union
European Regional Development Fund (ERDF)
Co-financing rate: 85% EU Funds; 15% National Funds



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# SECTION 1 - INSTRUCTIONS TO BIDDERS

## 1. General Instructions

- 1.1 In submitting a quotation, the bidder accepts in full and in its entirety, the content of this quotation document, including subsequent Clarifications issued by the Contracting Authority (CA), whatever his own corresponding conditions may be, which he hereby waives. Bidders are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this quotation document. No account can be taken of any reservation in the quotation as regards the quotation document; any disagreement, contradiction, alteration or deviation shall lead to the quotation offer not being considered any further.
- 1.2 The subject of this quotation is the provision of a First Level Control Function (Audit Services) in connection with the CONSUME LESS IN MEDITERRANEAN TOURISTIC COMMUNITIES PROJECT [CONSUME-LESS, ref: 917] under The INTERREG MED PROGRAMME 2014-2020
- 1.3 The place of acceptance of this service shall be at the Eco Gozo and Regional Development Directorate, Ministry for Gozo, Victoria, Gozo, Malta , the time-limits for delivery shall be within the timeframes set on a Programme level as further amplified in Section 4 Technical Specifications and the INCOTERM<sup>2000</sup> applicable shall be **Delivery (Duty Paid)**.
- 1.4 This is a unit-price contract.
- 1.5 This call for quotations is being issued under an open procedure.

## 2. Timetable

|                                                                                                                                                                                                   | DATE       | TIME*   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------|
| Clarification Meeting/Site Visit<br>(Refer to Clause 6.1)                                                                                                                                         | N/A        | N/A     |
| Deadline for request for any additional information from the Contracting Authority<br>Clarifications to be sent via email on <a href="mailto:procurement.mgoz@gov.mt">procurement.mgoz@gov.mt</a> | 7/4/2017   | Noon    |
| Last date on which additional information are issued by the Contracting Authority                                                                                                                 | 13/04/2017 | Noon    |
| Deadline for submission of quotations<br>(unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)                                                             | 20/4/ 2017 | 10:00am |

\* All times Central European Summer Time (CEST) as applicable

## 3. Lots

- 3.1 This bid is not divided into lots, and bids must be for the whole of the quantities indicated. Bids will not be accepted for incomplete quantities.

## 4. Variant Solutions

- 4.1 No variant solutions will be accepted. Bidders must submit a quotation in accordance with the requirements of the quotation document.

## 5. Financing

- 5.1 The project is *co-financed* by the European Union/Government of Malta, in accordance with the rules of the INTERREG MED PROGRAMME 2014-2020.

## **6. Clarification Meeting/Site Visit**

- 6.1 No clarification meeting/site visit is planned.

## **7. Selection and Award Requirements**

- 7.1 In order to be considered eligible for the award of the contract, bidders must provide evidence that they meet or exceed certain minimum criteria described hereunder.

### **(A) Eligibility Criteria**

- (i) No Bid Bond is required. <sup>(Note 1)</sup>
- (ii) Declare agreement, conformity and compliance with the General Rules Governing Tendering (included as part of the Bidder's Declaration). <sup>(Note 3)</sup>
- (iii) Declare agreement, conformity and compliance with the provisions of the Bidder's Declaration. <sup>(Note 3)</sup>
- (iv) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment. <sup>(Note 2)</sup>
- (v) Data on Joint Venture/Consortium (if applicable) <sup>(Note 2)</sup>
- (vi) Power of Attorney (if applicable) <sup>(Note 2)</sup>

### **(B) Exclusion (including Blacklisting) and Selection Criteria - information to be submitted through per template in this quotation documents <sup>(Note 2)</sup>**

- (i) Declaration concerning exclusion grounds as per form "Declaration Concerning Exclusion Grounds Form" provided.
- (ii) Declaration concerning Selection Criteria
  - (a) Declare that the person who is to act as controller is registered in the Maltese Registered List of Auditors. This information shall be included in the Selection Criteria Declaration Form in Question Reference number 2 under the Suitability Section. <sup>(Note 2)</sup>

### **(C) Technical Specifications**

- (i) Bidder's Technical Offer in response to specifications and/or a declaration that the bidder will comply with all terms and conditions of the quotation <sup>(Note 3)</sup>

### **(D) Financial Offer**

- (i) A filled-in Financial Bid Form <sup>(Note 3)</sup>

#### **Notes to Clause 7.1:**

1. *Not Applicable for departmental tenders.*
2. *Bidders will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five working days from notification.*
3. *No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

## **8. Criteria for Award**

- 8.1 The sole award criterion will be the price. The contract will be awarded to the cheapest priced quotation satisfying the administrative and technical criteria.

## **9. Submission of Quotation**

The quotation must comprise the following duly completed documents, inserted in a single, sealed envelope:

- (i) Statement on Conditions of Employment
- (ii) Bidders' Details
- (iii) Bidder's Declaration
- (iv) Declaration Concerning Exclusion Grounds Form
- (v) Technical Offer
- (vi) Financial Offer
- (vii) Selection Criteria Declaration Form

All quotations must be received by date and time indicated in the timetable at Clause 2 and deposited in the tender box.

All packages must bear only:

- (i) the reference of the invitation to quotation concerned;
- (ii) the name of the bidder.

The quotations must be submitted in English and deposited in the tender box **before** the deadline. Late submissions will not be accepted. They must be submitted:

EITHER by recorded delivery (courier service) or hand delivered to:

**Procurement Unit  
Corporate Services Directorate  
Ministry for Gozo  
St. Francis Square  
Victoria, Gozo**

Quotations submitted by any other means will not be considered.

No liability can be accepted for late delivery (deposit in the tender box) of quotations. Late quotations will be rejected and will not be evaluated.

Bidders may alter or withdraw their quotations by written notification prior to the above deadline. No quotation may be altered after the deadline for submission.

Any notification of alteration or withdrawal must be prepared, sealed, marked and submitted in the same manner as the quotation submission explained above, and the envelope must also be marked with "alteration" or "withdrawal".

Quotations will be opened in a public session on the date and time indicated in the timetable at Clause 2 at the Procurement Unit, Ministry for Gozo, St. Francis Square, Victoria, Gozo. A 'Summary of Quotations Received' will be drawn up and affixed on the Contracts notice board at the Ministry for Gozo and shall also be available to view on the Ministry's website, <http://mgoz.gov.mt/en/Pages/Procurement/Notice%20Board/Notice-Board.aspx>

Reductions or alterations to quotation prices made by bidders after submission will not be taken into consideration during the analysis and evaluation of the quotations.

The Contracting Authority reserves the right to accept or reject any quotation and/or to cancel the whole quotation procedure and reject all quotations. The Contracting Authority reserves the

right to initiate a new invitation to quote.

In the event of a quotation procedure's cancellation, bidders will be notified by the Contracting Authority.

**In no circumstance will the Contracting Authority be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a quotation, 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.**

## ***10. Data Protection and Freedom of Information***

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.

## ***11. Gender Equality***

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.

## SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

### *Part IX of the Public Procurement Regulations*

#### Appeals from decisions taken after the closing date for the submissions of an offer

**270.** Where the estimated value of the public contract meets or exceeds five thousand euro (€5,000) any tenderer or candidate concerned, or any person, having or having had an interest or who has been harmed or risks being harmed by an alleged infringement or by any decision taken including a proposed award in obtaining a contract, a rejection of a tender or a cancellation of a call for tender after the lapse of the publication period, may file an appeal by means of an objection before the Public Contracts Review Board, which shall contain in a very clear manner the reasons for their complaints.

**271.** The objection shall be filed within ten (10) calendar days following the date on which the contracting authority or the authority responsible for the tendering process has by fax or other electronic means sent its proposed award decision or the rejection of a tender or the cancellation of the call for tenders after the lapse of the publication period.

**272.** The communication to each tenderer or candidate concerned of the proposed award or of the cancellation of the call for tenders shall be accompanied by a summary of the relevant reasons relating to the rejection of the tender as set out in regulation 242 or the reasons why the call for tenders is being cancelled after the lapse of the publication period, and by a precise statement of the exact standstill period.

**273.** The objection shall only be valid if accompanied by a deposit equivalent to 0.50 per cent of the estimated value set by the contracting authority of the whole tender or if the tender is divided into lots according to the estimated value of the tender set by the contracting authority for each lot submitted by the tenderer, provided that in no case shall the deposit be less than four hundred euro (€400) or more than fifty thousand euro (€50,000) which may be refunded as the Public Contracts Review Board may decide in its decision.

**274.** The Secretary of the Public Contracts Review Board shall immediately notify the Director, the Ministerial Procurement Unit and, or the contracting authority, as the case may be, that an objection had been filed with his authority thereby immediately suspending the award procedure.

**275.** The Department of Contracts, the Ministerial Procurement Unit or the contracting authority involved, as the case may be, shall be precluded from concluding the contract during the period of ten (10) calendar days allowed for the submission of appeals. The award process shall be completely suspended if an appeal is eventually submitted.

**276.** The procedure to be followed in submitting and determining appeals as well as the conditions under which such appeals may be filed shall be the following:

(a) any decision by the General Contracts Committee, the Ministerial Procurement Unit or the Special Contracts Committee or by the contracting authority, shall be made public by affixing it to the notice-board of the Department of Contracts, the Ministerial Procurement Unit or of the office of the contracting authority, as the case may be, or by uploading it on government's e-procurement platform prior to the award of the contract if the call for tenders is administered by the Department of Contracts;

(b) the appeal of the complainant shall also be affixed to the notice-board of the Public Contracts Review Board and shall be communicated by fax or by other electronic means to all participating tenderers;

(c) the contracting authority and any interested party may, within ten (10) calendar days from the day on which the appeal is affixed to the notice board of the Review Board and uploaded

where applicable on the government's e-procurement platform, file a written reply to the appeal. These replies shall also be affixed to the notice board of the Review Board and where applicable they shall also be uploaded on the government's eProcurement platform;

(d) the authority responsible for the tendering process shall within ten (10) days forward to the chairman of the Public Contracts Review Board all documentation pertaining to the call for tenders in question including files and tenders submitted;

(e) the secretary of the Review Board shall inform all the participants of the call for tenders, the Department of Contracts, the Ministerial Procurement Unit and the contracting authority of the date or dates, as the case may be, when the appeal will be heard;

(f) when the oral hearing is concluded, the Public Contracts Review Board, if it does not deliver the decision on the same day, shall reserve decision for the earliest possible date to be fixed for the purpose, but not later than six (6) weeks from the day of the oral hearing:

Provided that for serious and justified reasons expressed in writing by means of an order notified to all the parties, the Public Contracts Review Board may postpone the judgment for a later period;

(g) the secretary of the Review Board shall keep a record of the grounds of each adjournment and of everything done in each sitting;

(h) after evaluating all the evidence and after considering all submissions put forward by the parties, the Public Contracts Review Board shall decide whether to accede or reject the appeal or even cancel the call if it appears to it that this is best in the circumstances of the case.



## SECTION 3 - SPECIAL CONDITIONS

These conditions amplify and supplement, if necessary, the General Conditions governing the contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. Other Special Conditions should be indicated afterwards.

### Article 2: Notices and Written Communications

The Director  
ECO Gozo and Regional Development Directorate  
Ministry for Gozo  
Victoria,  
Gozo,  
Malta

### Article 5: Supply of Information

As per General Conditions.

### Article 6: Assistance with Local Regulations

As per General Conditions.

### Article 7: Obligations of the Contractor

Further to the General Conditions, the Contractor shall, within 15 calendar days of receipt of the contract, sign and date the contract and return it together with a copy of the Performance Guarantee. The Contractor is further obliged to forward the original performance guarantee to the Contracting Authority. The Contracting Authority will not affect any payment to the contractor until the performance guarantee is submitted. The amount of the guarantee shall not exceed 4% where the amount of the total contract value is between €10,000 and €500,000 ex VAT, and 10% where the amount of the total contract value is €500,000 or above.

In the case that the value of the contract does not exceed €10,000, no performance guarantee is required.

### Article 13: Medical, Insurance and Security Arrangements

Not applicable.

### Article 14: Intellectual and Industrial Property Rights

As per General Conditions

## Article 15: Scope of the Services

The scope of the services is defined in Section 4 (Terms of Reference)

## Article 16: Personnel and Equipment

As per General Conditions.

## Article 18: Execution of the Contract

18.1 Further to the General Conditions, the selected Controller shall be expected to work according and within the timeframes set on a Programme level<sup>1</sup>. It is important to note that should any deadline be missed, funds may be lost. Therefore the controller might be required to work under tight schedules in order to meet the respective deadlines.

The selected Controller will be required to issue the relevant control certificates in respect of each claim for reimbursement to be made for the whole duration of the project. A total of **six** control assignments are envisaged for the duration of the project. However, in the event of a project extension, the selected Controller will be requested to provide his/her services until the project is concluded. Any extra control assignments over and above those envisaged at the beginning of the project shall be charged at the same rate quoted in the bid.

The selected Controller will also be required to carry out at least one (1) physical on-the-spot check as per specifications in Section 4.

The draft control certificate is to be concluded within one (1) week from the submission of the claim for reimbursement by the Contracting Authority. The initial report as accepted by the Contracting Authority should be presented in three (3) hard copies and one (1) soft copy within three (3) days of communication of revisions or acceptance. Should any amendments/changes be required by the Managing Authority, a new final report is to be re-issued in three (3) hard copies and one (1) soft copy at no extra cost to the Contracting Authority within one (1) week or as stipulated by the Contracting Authority. The selected Controller may also be requested to carry out the verification process on an online platform at the discretion of the Contracting Authority.

## Article 19: Delays in Execution

Further to the general conditions, the compensation per day for penalty of delay shall be €100 per day's delay up to a limit of 20% of the contract price.

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<sup>1</sup> [Refer to the respective Programme Manual for further details in this regard.](#)

## **Article 20: Amendment of the Contract**

As per General Conditions.

## **Article 24: Interim and Final Progress Reports**

Further to General Conditions, payments will be regulated by Article 26 and Section 4 (Specifications)

## **Article 26: Payments and Interest on Late Payment**

Further to General Conditions, payment related to each audit report will be effected once the terms in section 4 (specifications) have been met following the satisfactory and timely delivery of the service and the final approval of each audit report by the Managing Authority.

Payment related to the on-the-spot check report will be effected once the Contracting/Managing Authority approves this report.

Prefinancing does not apply to this quotation.

Payments will only be effected against a valid VAT invoice. Fiscal receipts should be issued accordingly.

## **Article 27: Pre-Financing Guarantee**

Not applicable.

## **Article 30: Revision of Prices**

As per General Conditions

## SECTION 4 - TECHNICAL SPECIFICATIONS <sup>(Note 3)</sup>

### 1.0 Background

The Contracting Authority is requesting quotations for the provision of services pertaining to first level control in connection with the *CONSUME-LESS* project, which is financed under the Interreg Med Programme 2014-2020.

*CONSUME-LESS* aims at demonstrating the effectiveness of a sustainable tourism model based on the qualification of the coastal cities as “consume-less” locations. The Ministry for Gozo is one of twelve active partners in the project. The total budget allocation for the Ministry for Gozo for this project is € 255,000.

Expenditure incurred in relation to this project may be financed by the European Union. Such expenditure may therefore be claimed under the project provided that such costs are provided for and included in the project Application Form.

The selection of the successful bidder will take place in line with the Public Procurement Regulations (LN 352 of 2016) and its subsequent amendments.

### 2.0 Specifications

Further to the selection of *CONSUME-LESS* for funding under the Interreg MED Programme 2014-2020, the Ministry for Gozo requires the services of a controller who shall carry out the verification of the expenditure incurred under the project in caption (first level control). Such verification, which shall involve a 100% check of the expenditure incurred under the project, shall follow the guidelines stipulated in the Programme manual<sup>1</sup> and is to submit a control certificate and report (provided by the Programme). In addition, interested bidders should note that at least one physical on-the-spot check is obligatory. This on-the-spot check shall be carried out in the presence of a member of the Contracting Authority and at the times indicated by the same Contracting Authority. During this on-the-spot check, which should be held during the project’s lifetime, the respective deliverables ought to be checked, as well as it is to be ensured that the working documents are properly documented and accessible. A report on the physical on-the-spot check should be submitted within one (1) week to the Contracting Authority.

The requirements of the selected controller, delineated further below, should be clearly indicated as satisfied by means of Curriculum Vitae (based on Europass format<sup>2</sup>) and a covering letter which should be submitted when requested during the evaluation stage.

#### Qualifications

The Controller should be registered in the list of Maltese Registered list of Auditors<sup>3</sup>. Interested audit firms may also submit a bid<sup>1</sup>. However in such cases, the CVs of the controller/s who shall be working

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<sup>1</sup> FLC verification is online. Programme manual can be accessed from the following link: <http://interreg-med.eu/en/programme-manual/>

<sup>2</sup> The template may be accessed from the following link: <https://europass.cedefop.europa.eu/en/documents/curriculum-vitae/templates-instructions>

<sup>3</sup> The list may be accessed from the following link: <https://secure3.gov.mt/accountancyboard/Registers/RegisteredAuditors.aspx>

on the claims should be submitted when requested during the evaluation stage and such controller/s are required to be registered in the list of Maltese Registered list of Auditors.

#### Independence from the project

The selected Controller should be totally independent from the project and therefore s/he should be independent from the project operational activities and finances. In order to satisfy this requirement, the Controller must not be involved in any way in the implementation of a project which shall eventually be controlled by him/her under the framework of this contract.

#### Sufficient knowledge of the English language

Given that English is one of the official languages of the Interreg MED Programme 2014-2020, the selected controller should have sufficient knowledge of the English language enabling him/her to perform the first level controls adequately.

#### Sufficient knowledge of the relevant EU regulations, Programme and National rules

The Controller should have sufficient knowledge of the relevant EU regulations as well as the regulations set out on a Programme level. Knowledge of national rules, which include public procurement rules, state aid regulations and VAT legislation, is also required.

#### Training

The Funds and Programmes Division (FPD) intends to organise information sessions in which the financial eligibility rules pertaining to the relevant Programme will be explained. The Controllers are expected to attend any training events/ meetings organised by the Programme and/ or FPD as well as to keep abreast of any updates of programme manuals, procurement regulations, guidance notes, circulars and other relevant documentation. Moreover the Controller would have to attend any bilateral and/or other meetings called by the FPD. Provision for the above has to be included in the quoted rates.

#### Responsibilities

Once the selected Controller has checked 100% of the expenditure incurred under the project for each claim, he/she will be required to submit a control certificate and report [provided by the programme which attests that the controller has gone through the claim and has checked it according to the requirements of the programme. This certificate should be **solely signed** by the selected service provider in his/her capacity as Controller.

Once the first level control has been concluded by the selected Controller, the claim is then forwarded to the next levels of control in accordance with the rules of the programme. Only when the claim meets all the levels of verification shall the first level control be deemed as concluded and payment to the selected service provider becomes due. Any amendments/clarifications requested by the next levels of verification shall be included in the quoted rate.

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<sup>1</sup> <https://secure3.gov.mt/accountancyboard/Registers/RegisteredAuditFirmsPrincipals.aspx>

## Timeframes

The selected Controller shall be expected to work according and within the timeframes set on a Programme level<sup>1</sup>. It is important to note that should any deadline be missed, funds may be lost. Therefore the controller might be required to work under tight schedules in order to meet the respective deadlines.

The selected Controller will be required to issue the relevant control certificates in respect of each claim for reimbursement to be made for the whole duration of the project. A total of **six** control assignments are envisaged for the duration of the project. However, in the event of a project extension, the selected Controller will be requested to provide his/her services until the project is concluded. Any extra control assignments over and above those envisaged at the beginning of the project shall be charged at the same rate quoted in the bid.

The selected Controller will also be required to carry out at least one (1) physical on-the-spot check as per specifications in Section 4.

The draft control certificate is to be concluded within one (1) week from the submission of the claim for reimbursement by the Contracting Authority. The initial report as accepted by the Contracting Authority should be presented in three (3) hard copies and one (1) soft copy within three (3) days of communication of revisions or acceptance. Should any amendments/changes be required by the Managing Authority, a new final report is to be re-issued in three (3) hard copies and one (1) soft copy at no extra cost to the Contracting Authority within one (1) week or as stipulated by the Contracting Authority. The selected Controller may also be requested to carry out the verification process on an online platform at the discretion of the Contracting Authority.

## Location of Service Provision

Bidders are to note that:

- On the spot checks are to be held at the offices of the Ministry for Gozo or at any other place indicated by the Contracting Authority;
- Meetings regarding this service and the *CONSUME-LESS* project with Ministry for Gozo officials will be held at the offices of the Ministry for Gozo. The contractor is to make himself/herself available to such meetings even at a short notice.
- Contractors are to pick the documentation pertaining to the claims for reimbursement prepared by the Project Leader for control purposes from the offices in Gozo at the time indicated.

### **3.0 Approbation**

Further to the selection of the controller by means of this Request for Quotations, the Funds and Programmes Division within the Ministry for European Affairs and the Implementation of the Electoral Manifesto, as the national coordinator of Territorial Cooperation Programmes and the ENI CBC Med Programme, shall designate the first level control function, pertaining to the relevant project, to such Controller through the award of a certificate. It is only after receiving this certificate that the Controller can start fulfilling the first level control function within the framework of the project, and the first expenditure can be reported and certified.

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<sup>1</sup> [Refer to the respective Programme Manual for further details in this regard.](#)

## FINANCIAL BID

**Request for quotations for the first level control function (audit services) in connection with the CONSUME-LESS project under the Interreg MED Programme 2014-2020**

### Suppliers'/ Contractor's details

|                                    |  |
|------------------------------------|--|
| Company's / Controller's Name:     |  |
| Contact Person's Name and Surname: |  |
| Company's / Controller's Address:  |  |
| VAT Registration Number            |  |
| Telephone Number:                  |  |
| Mobile Number:                     |  |
| Fax Number:                        |  |
| E-mail address:                    |  |

### Specifications (as per Section 4 of this Request for Quotation)

**Price per single first level control assignment (in Euro) as per above requirements and specifications:**

| Item | Description                                           | Minimum Number of Assignments | Rate (€) including Duties & Other Taxes/Charges but exclusive of VAT (Delivered Duty Paid-DDP) | Total AMOUNT (€) including Duties & Other Taxes/Charges but exclusive of VAT (Delivered Duty Paid-DDP) |
|------|-------------------------------------------------------|-------------------------------|------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| 1    | First level control assignment                        | 6                             | €                                                                                              | €                                                                                                      |
| 2    | Physical on-the-spot- check and report                | 1                             | €                                                                                              | €                                                                                                      |
|      | <b>Total to be quoted in the Bidder's Declaration</b> |                               |                                                                                                | €                                                                                                      |

**Company Rubber Stamp:**

**Signature:**

**Name and Surname:** \_\_\_\_\_

## BIDDER'S DECLARATION(S)

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

In response to your letter of invitation to quotation 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 quotation document (including subsequent Clarifications Notes issued by the Contracting Authority) for invitation to quotation No MGOZ Q 21/2017 of 9/02/2017. 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 quotation offer not being considered any further. We also declare agreement, conformity and compliance with the General Rules Governing Tendering.
- 2 We offer to provide, in accordance with the terms of the quotation document and the conditions and time limits laid down, without reserve or restriction, the supplies, as per description on the Financial Bid
- 3 The total price of our quotation (inclusive of duties, other taxes and any discounts but excluding VAT) is:  
  
€: .....
- 4 This quotation is valid for a period of 90 days from the final date for submission of tenders.
- 5 I hereby declare that I have read the entire quotation document and undertake that, if I am awarded the contract, I shall meet the specifications requested in the quotation document and shall abide by the Terms and Conditions stipulated in the said document. Moreover I confirm that:
  - I have studied the Interreg MED Programme manual;
  - I shall ensure that the work is properly documented and accessible;
  - I shall ensure that a 100% check of expenditure is carried out on the guidelines stipulated in the Programme Manual and the national eligibility guidelines;
  - In case of suspicion of fraud, I will ensure that suspected or established fraud cases are reported to the managing authority through the specific programme template;
  - At least one physical on-the-spot check is carried out throughout the project lifetime;
  - Timeframes will be respected;
  - I am willing to attend any training events/meetings organised by the Funds and Programmes Division and to keep abreast with any updates to the Programme Manuals, procurement regulations, guidance notes, circulars and other relevant documentation;
  - I will carry out the work in accordance with International Standards on Auditing as well as the programme guidelines;
  - I will adhere to the code of ethics issued by the accountancy board and carry out the audit assignments in conformity with accepted auditing standards;
  - I have sufficient knowledge of relevant EU regulations<sup>\*</sup>, set out on a Programme level as well as the eligibility rules, guidance notes and circulars prepared by the Funds and Programmes Division;

\* Regulations which give an overview of the eligibility principles include Regulation (EU) No 481/2014, Articles 61 and 65, Article 68 (1) (b) and Article 67 (1) (c), Article 69 (3), Regulation (EU) No 1303/2013 Article 125, Article 126 and 127. Regulation (EU) No 1299/2013 Article 13 (2), Article 20, Article 23 and Article 28.;2

  - I have sufficient knowledge of national rules, which include public procurement rules, state aid regulations and VAT legislation



- 6 We are making this application in our own right and [as partner in the consortium led by < name of the leader / ourselves > ] for this quotation. We confirm that we are not quoting 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 quotation procedure.
- 7 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.
- 8 We accept that we shall be excluded from participation in the award of this quotation if compliance certificates in respect of declarations made under Clause 7 of this declaration are not submitted by the indicated dates.
- 9 We agree to abide by the ethics clauses of the instructions to bidders and, in particular, 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 quotation in this procedure. We recognise that our quotation 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 quotation.
- 10 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.
- 11 Our quotation submission has been made in conformity with the Instructions to Bidders, and in this respect we confirm having included in the appropriate packages as required, the following documentation:

**(a) General Information** <sup>(Note 2)</sup>

- (i) Statement on Conditions of Employment

**(b) Exclusion (including Blacklisting) and Selection Criteria - information to be submitted through per template in this quotation documents** <sup>(Note 2)</sup>

- (i) Declaration concerning exclusion grounds as per form "Declaration Concerning Exclusion Grounds Form" provided.
- (ii) Declaration concerning Selection Criteria

**(c) Evaluation Criteria/Technical Specifications** <sup>(Note 3)</sup>

Tenderer's Technical Offer and/or a declaration that the bidder will comply with all terms and conditions of the quotation (Note 3)

**(d) Quotation Form, and Financial Offer** <sup>(Note 3)</sup>

**Notes:**

1. *Not Applicable for departmental tenders.*
2. *Bidders will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five working days from notification.*
3. *No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

- 12 I acknowledge that the Contracting Authority shall request rectifications in respect of incomplete/non-submitted information pertinent to the documentation listed in Clause 11(a) of this Quotation Form. We understand that such rectification/s must be submitted within five (5) 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.
- 13 We note that the Contracting Authority is not bound to proceed with this invitation to quotation 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 bidder: \_\_\_\_\_

Duly authorised to sign this quotation on behalf of: \_\_\_\_\_

Company/Lead Partner VAT No:  
(if applicable) \_\_\_\_\_

Stamp of the firm/company: \_\_\_\_\_

Place and date: \_\_\_\_\_

## Statement on Conditions of Employment

**Bidders are to ensure that self-employed personnel are not engaged on this contract.  
Non-compliance will invalidate the contract.**

It is hereby declared that all employees engaged on this contract shall enjoy working conditions including 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.

It is hereby declared that no part of the services to be provided under this contract shall be sub-contracted to an economic operator who has in his employment employees, who are already in employment with the bidding entity and are carrying out, with the sub-contractor, the same or very similar duties as those in their contract of employment with the bidding entity.

The sub-contractor/s agree to all the conditions listed in this statement.

It is hereby declared that the service being provided under this contract will be carried out solely by the bidding entity employees, or bona fide self-employed individuals. No work will be carried out by persons designated as self-employed where their actual employment status in terms of the Employment Status National Standard Order LN 44/2012 is that of an employee.

It is hereby declared that all the employees of the bidding entity, whether providing services to the contracting authority or not, have a written contract of service and are registered with the competent authority of my country, which in the case of Malta is the Employment and Training Corporation. If this tender is awarded to us, we shall furnish a list of employees who will be providing the services. Copies of the written contracts of service of the employees will be available at any time for inspection.

It is hereby declared that the bidding entity's 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 security contributions and income tax).

It is hereby declared that all the wages/salaries of the bidding entity's employees are paid only by direct payment in the employee's bank account.

It is hereby declared that the relevant bank statements of wage/salaries' deposit and copies of the detailed payslips will be made available as and when required by the Director of Industrial and Employment Relations.

It is hereby declared that if the bidding entity is found in breach of any of the above declarations it is accepted that this contract will be terminated and that we will have no right to be compensated for any damage we may have suffered or will suffer in the future in respect to this termination.

A list of the minimum hourly workers' costs involving the provision of the employees' services in this tender is being attached.

Signature .....

Name of Signatory .....

I.D. No. ....

Name of bidder/contractor .....

Date .....

## MINIMUM HOURLY WORKERS' COSTS

The tenderer is to fill in this form and attach it as indicated in the Statement on Conditions of Employment.

The employee's cost per hour of work is worked out on the following:

|                        |  |
|------------------------|--|
| Basic Hourly Rate      |  |
| N.I.                   |  |
| Vacation Leave         |  |
| Bonus/Weekly Allowance |  |
| Public Holidays        |  |
| Sick Leave             |  |
| Total                  |  |

**Data on Joint Venture/Consortium (Where applicable)**

|   |                                                                                                                                            |                                                                                |
|---|--------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| 1 | Name                                                                                                                                       | .....                                                                          |
| 2 | Managing Board's Contact Details                                                                                                           | Address: .....<br>.....<br><br>Telephone: ..... Fax: .....<br><br>Email: ..... |
| 3 | Agency in the state of the Contracting Authority, if any<br><i>(in the case of a Joint Venture/Consortium with a foreign lead partner)</i> | Address: .....<br>.....<br><br>Telephone: ..... Fax: .....<br><br>Email: ..... |
| 4 | Names of Partners                                                                                                                          | (i) .....<br><br>(ii) .....<br><br>(iii) .....<br><br>(iv) .....               |
| 5 | Name of Lead Partner                                                                                                                       | .....                                                                          |
| 6 | Agreement governing the formation of the Joint Venture/Consortium<br><i>(Enclose Joint Venture/ Consortium Agreement)</i>                  |                                                                                |
|   | Place of Signature:<br>.....                                                                                                               | Date of Signature:<br>.....                                                    |

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

## POWER OF ATTORNEY

Please attach here the Power of Attorney empowering the signatory of the tender and all related documentation as per clause 2.3 of the General Rules Governing Tendering (version 2.0) and clause 7(A)(v) of Section 1 - Instructions to Tenderer.

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

**Date:** .....

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## DECLARATION CONCERNING EXCLUSION GROUNDS

I hereby declare that I do not fall under any of the grounds listed under Part VI of LN352/2016.

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Signature

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Name of Company