

Request For Quotation (RFQ)

Expenditure and Revenue Verification for the
Mediterranean Forum for Applied Ecosystem-Based
Management project

(MED 4 EBM)

MED4EBM (A_B.4.4_0229)



The enclosed document is prepared by Tyre Coast Nature Reserve (TCNR-MED4EBM/
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I. Background

A. About ENI CBC MED

1. ENI CBC Med (the Programme) is the largest Cross-Border Cooperation (CBC) initiative implemented by the European Union (EU) under the European Neighborhood Instrument (ENI). Through calls for proposals, ENI CBC Med finances cooperation projects for a more competitive, innovative, inclusive and sustainable Mediterranean area.

2. The Program has a budget of €209 million, out of which €188 for projects. The current Program phase starts from 01-09-2019 until 31-08-2020 and the Managing Authority (MA) is the Autonomous Region of Sardinia in Italy.

The amount of budget managed by Tyre Coast Nature Reserve TCNR under MED4EBM project is a total of €376,747.00 EUR.

B. About MED4EBM

3. MED4EBM aims at providing relevant institutions and stakeholders with a set of innovative tools to overcome the main factors limiting the widespread incorporation of EBM into ICZM. These tools include an operational protocol and a software package to make ecosystem-based ICZM much easier to apply for the professional team, the stakeholders and the decision-makers involved. The said protocol is capable of handling the ICZM multi-stakeholders analytical processes through a straight-forward path, providing analytical methods and tools easy-to-apply as based on deterministic rather than statistical ecological and socio-economic assessments. Governments and other ICZM stakeholders can use this platform to take informed decisions on planning and managing coastal-marine resources to achieve ICZM on the ground. In turn, this will help wide-spreading EBM in the Mediterranean consistently with the Barcelona Convention and its ICZM Protocol. MED4EBM is implemented in partnership between 6 organizations, 2 from Jordan (UNDP-Jordan/Lead Beneficiary, and JREDS), 2 from Italy (PROGES and Associazione Amici della Terra), 1 from Tunisia (INSTM) and TCNR from Lebanon.

C. About TCNR

4. TCNR is Tyre Coast Nature Reserve, located immediately south of Tyre city, South of Lebanon. TCNR is recognized as the most beautiful and largest sandy public beach in Lebanon. TCNR was created in 1998 by Law No. 708, and it is considered rare of its kind in Lebanon and subsequently has a great natural heritage value.

Its biodiversity derives from several elements that are grouped in a small terrestrial area of 3.8 km².

TCNR also has a marine zone with a surface area (territorial waters) of about 113 km². It is characterized by the diversity of its ecological, marine and coastal ecosystems. In addition, it is an important nesting site for migratory birds and the threatened sea turtles, within a diversity of ecosystems comprising a wide variety of flora and fauna species. The lands constituting the reserve, amount to an area of 380 ha divided into three zones:

i. Touristic zone; ii.) Agricultural & Archaeological zone; and iii.) Conservation zone.

The natural reserve contains fresh water estuaries and springs that outflow to the sea, thus creating a fresh/marine water interface, or estuary, known to be among the richest ecosystems with biodiversity.

II. Statement of Work

A. Important Notes

5. **The proposers are invited to carefully read this document.**
6. All information included in all the pages of this document, are an integral part of this RFQ.
7. The objective of this Request for Quotation (RFQ) is for PP5 to select a **Financial Auditor** for MED4EBM project in Lebanon, following the National Procedures of ENI CBC Med.
8. Once selected and before signing the contract, the Financial Auditor has to be endorsed by the Control Contact Point (CCP) of ENI CBC Med in Lebanon.
9. CCPs are appointed in each participating country to support the Managing Authority (MA) in the control tasks related to project expenditure verification.
10. CCPs endorse the Auditors selected by the Lead Beneficiary and Partners and check the Expenditure Verification Reports (EVR), if needed.
11. Throughout the document, MED4EBM will be referred to as “the Project” and TCNR as “PP5”.
12. The Grant Contracts foresee three types of reports: Progress, Interim and Final. Each report has a specific goal with a narrative and a financial section.
13. PP5 submits a "Progress" report each semester (total 3 progress reports), then an “Interim” report at the end of each year (total 3 interim reports) and a “Final” report by the end of the Project implementation period (1 final report). All reports provide narrative and financial information.
14. Only Interim and Final reports (total 4 reports) are supported by auditor’s reports (Expenditure Verification Reports – EVR).
15. The reports are addressed to the MA via the proper channels.

B. Responsibilities

The tasks of the Auditor appointed by PP5 would include the following:

16. Working with PP5 and government agencies to ensure to research and solve problems and develop policies and procedures that comply with the current legislation.
17. Recording, reviewing, and interpreting data to determine the effectiveness of operations.
18. Check the related documents and accounting on avoidance of possible double funding.
19. Verify the adequacy of supporting documents.
20. Check the record-keeping and archiving rules for the documentary evidence related to the implementation of the Project.
21. Notify irregularities and suspicion of fraud or corruption, as the case may be.
22. The selected Financial Auditor will verify the expenses declared in the project activities, according to the Program rules and procedures and the requirements of the Grant Contract of the project, to be issued as an Expenditure Verification Report (EVR).
23. EVR is the document issued by the Auditor appointed by PP5 for the verification of expenses.
24. The financial Auditor must ensure to carry out an onsite verification as needed and at least **once** during the verification of **each EVR**, in order to verify the original supporting documents, the procurement procedures, the outputs of the Project, the evidence of services, works, equipment, and the adequacy of the

accounting systems. A list of Project outputs will be produced and signed by the auditors as attachment to the EVR.

25. The expenditure verifications shall be carried out according to formats and checklists agreed upon with the MA, and their outcome will be the EVR that will be attached to each payment request following the initial pre-financing. The Financial Auditor will have to verify the analytical report expenditure by expense, indicating for each individual expense, the compliance or not, the amount of ineligible expenses and the reasons for non-eligibility, if any.

26. The Financial Auditor will have to verify the compliance with the auditing rules and complete all the needed documentation.

27. The Financial Auditor may need to process the model forms online through the Management Information System (MIS), if requested, as a final result of the verification. All required templates will be provided, or access-to granted within the first month from contract signature between both parties (PP5 & Auditor).

28. The Financial Auditor is responsible for performing the agreed-upon procedures with due care and full respect of the Code of Ethics, as well as submitting the reports to PP5 with its annexes, according to the templates and procedures established.

29. PP5 is responsible for providing the Financial Report, as well as giving access to its accounting, supporting documents and Project documentation and physical investments to the Auditor.

30. Should the MA have any doubt concerning the findings indicated in the EVR, the Auditor will receive a request for clarification via PP5, which will be answered in a maximum of 7 calendar days.

31. The MA may carry out quality control of the work carried out by the Auditor, including the examination of the working papers, at any moment during the execution period of the Grant Contract.

C. Implementation of Tasks and Audit Duration

32. The start date for implementation shall be the date of signature of the contract by both parties.

33. The EVR shall be delivered to PP5 within 30 calendar days from submission of the financial report by PP5.

34. Only Interim (3) and Final (1) reports are supported by auditor's EVR.

35. The table below shows the deadlines of submission for the Project EVRs:

Type of the Report	Months Covered by the Report – Reporting Period	Deadline for Submission of EVR
Interim 1	1-12	2 months after the end of the reporting period
Interim 2	13-18	2 months after the end of the reporting period
Interim 3	19-24	2 months after the end of the reporting period
Final	25-36	2 months after the end of the reporting period

III. Requirements for Quotation

A. Qualification of the Auditor or the Audit Firm

36. The expenditure verification required by ENI Implementing Rules (Article 32) shall be carried out by private external audit firms only.

37. **The Financial Auditor/Auditing Firm must be registered at the Lebanese Association of Certified Public Accountants (LACPA)** according to the requirements set by ENI Implementing Rules (Article 32) and in compliance with the national requirements.

B. Documents to be submitted with the Quotation

38. Company profile (short info up to 1 page).

39. Copy of Company's Registration Certificate.

40. Copy of Certificate of Affiliation to the LACPA.

41. The documents shall be signed and stamped by a person duly authorized to bind the Auditor/Audit Firm to the contract.

42. Copy of the current document, signed with the initials on each page, indicating the full understanding of, and agreement on all the clauses of this call.

C. Submission Details

43. The deadline for submission of quotation is 10 work-days from its notices publishing.

44. Any quotation received after the mentioned date and time will be rejected.

45. Submittals (hard copies) must be delivered to PP5 office in a closed envelope at the following address: Nabih Berri St., TCNR office, next to Rest House, face to the Public Garden, Tyre, Lebanon.

46. PP5 may, at its discretion, extend the deadline for the submission of proposal and quotation, in which case all rights and obligations of PP5 and the applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.

For all questions, comments, suggestions and clarifications regarding this proposal, and for submission of the submission file, please communicate with PP5 ONLY by email on TCNR-Med4EBM project manager's email address: nmsayleb@gmail.com

D. Quotation Details

47. The quotation must be submitted in Euro and exclusive of VAT.

48. The period of validity of quotation is 90 days and it starts on the submission deadline date.

49. In exceptional circumstances, PP5 may request the Applicant to extend the

validity of the quotation beyond what has been initially indicated in this RFQ. The Applicant shall then confirm the extension in writing, without any modification whatsoever on the quotation.

50. At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates or any other market factors shall be accepted by PP5 after it has received the quotation.

IV. Evaluation Criteria and Selection of Auditor

51. Offers will be reviewed based on the following:

- Completeness and compliance of the quotation with the minimum specifications described above.
- Full compliance to this RFQ requirements and conditions and lowest price.
- Full acceptance to the Contract terms and conditions.
- Compliance with the requirement of Affiliation to the LACPA.

52. Once selected and before signing the contract, the Financial Auditor has to be endorsed by the CCP of ENI CBC Med in Lebanon.

V. Contract and Payment

53. The contract may be canceled if the delivery/completion by the Auditor is delayed by 30 calendar days.

54. As a result of the quality control, the MA may request to PP5 the early termination of this contract. Such termination shall be free of charge for the project partner (PP5).

55. The contract will be in Euro.

56. All payments under the contract will be made in Euro (or its equivalent in U.S. Dollars) via a bank transfer or in cash (according to availability).

57. The contract amount shall be disbursed upon achievement and approval of the corresponding milestones in accordance with the below table:

Milestone	Payment Percentage
Interim Report 1	25%
Interim Report 2	25%
Interim Report 3	25%
Final Report	25%

56. The table below shows the processing time needed for some of the Auditor's activities.

Activity	Maximum Allowed Processing Time
The contract may be canceled if the delivery/completion of any of the tasks by the Auditor is delayed by 30 calendar days	30 calendar days

The EVR shall be delivered to PP5 within 30 calendar days	30 calendar days
The Auditor shall respond to any clarification request from PP5 within a maximum of 7 calendar days	7 calendar days

VI. General Terms and Conditions

A. Settlement of Disputes and Applicable Law

57. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. In case amicable efforts fail, the settlement of disputes will take place in the courts of Beirut according to Lebanese laws and regulations.

B. Data Protection

58. Any personal data included in the contract shall be processed with the Regulation (EU-2016/679) of the European Parliament and of the Council of 27 April 2016 (GDPR - General Data Protection Regulation) on the protection of individuals with regard to the processing of personal data. The data shall be processed solely for the purposes of performance, management and monitoring of the contract by the Lead Beneficiary/Project partner without prejudice to possible transmission to the bodies charged with monitoring or inspection in application of the EU law. The Auditor shall have the right to access his/her personal data and to rectify any such data.

59. The Auditor shall undertake to adopt technical and organizational measures to address the risks inherent in processing and in the nature of the concerned personal data, and limit access to the data to staff strictly needed to perform, manage and monitor this contract.