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| **REFERENCE NUMBER:** | **ERDF.PA5.0121 – Tender 001** | |
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| **Tender for Services related to the Project Management of ERDF Project *ERDF.PA5.0121 – Wildlife Rehabilitation Centre*** | | |
| **Date Published:** | **15 January 2019** |  |
| **Deadline for Submission:** | **18 February 2019** | **at 09:30am CET/CEST** |
| **Tender Opening:** | **18 February 2019** | **At 10:00am CET/CEST** |
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| |  |  |  | | --- | --- | --- | |  | Operational Programme I – European Structural and Investment Funds 2014-2020  “Fostering a competitive and sustainable economy to meet our challenges”  Project part-financed by the European Regional Development Fund  Co-financing rate: 80% European Union; 20% National Funds |  | | | |
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| **IMPORTANT** | | |
| **Nature Trust Malta**  Contact details (Wied Ghollieqa Environment Centre, University of Malta Campus. Msida.  Malta, (+356) 21313150, info@naturetrustmalta.org) | | |

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# SECTION 1 – INSTRUCTIONS TO TENDERERS

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|  |  | | This column is to be deleted upon finalisation |
|  | 1. General Instructions | |  |
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| 1.1 | In submitting a tender, the tenderer accepts in full and in its entirety, the content of this tender document, including subsequent Clarifications issued by the Non Governmental Organisation (NGO), whatever the economic operator’s own corresponding conditions may be, which through the submission of the tender is waived. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document. These Instructions to Tenderers complement the General Rules Governing Tenders for NGOs Version 1.0.  No account can be taken of any reservation in the tender in respect of the procurement documents; any disagreement, contradiction, alteration or deviation shall lead to the tender offer not being considered any further.  **Prospective tenderers must submit their offer by depositing it in the tender box, located at *address of NGO*. Prospective tenders take full responsible to submit their offer by the set tender submission deadline.**  **Note:**  **Where in this tender document a standard is quoted, it is to be understood that the Contracting Authority will accept equivalent standards. However, it will be the responsibility of the respective bidders to prove that the standards they quoted are equivalent to the standards requested by the Contracting Authority.** | |  |
| 1.2 | The subject of this tender is the provision of project management services related to the ERDF project *ERDF.PA5.0121 – WILDLIFE REHABILITATION CENTRE*, including but not limited to the below specified services as per Section 4, Clause 2.3.   * Provide timely assistance to the Contracting Authority in anything related to the management, including day-to-day coordination, of the project. * Provide relevant, correct and timely advice to the Project Management Team, CEO/Executive President. * Manage, on behalf of the Contracting Authority any procurement/recruitment process.   This shall include the drafting of requests for quotations and/or tender documents and/or calls for application as may be applicable for all line items within the project or parts thereof; the management, together with the Contracting Authority, the evaluation process and the drafting of any necessary paperwork associated therewith; the drafting of relevant contracts with the successful bidder/applicant. In any case, such processes shall be managed in line with Maltese public procurement / recruitment regulations as may be applicable to NGOs from time to time.   * Provision of a site manager for the whole period during which works are to be carried out on site (circa two (2) years) at the presently unrestored part of the ex-Deutsche Welle radio relay station at Xrobb l-Ghagin Natural Park, to manage on an on-going basis the works which form part of the project. The site manager shall coordinate the works on site, including but not limited to co-ordination between different contractors, ensure timely action between them, avoid any conflict, ensure abidance with good trade practices and industry standards as well as direction given by project architect and engineer in order to ensure proper implementation of the respective tenders in line with specifications therein. * Ensure proper implementation of all activities making up the project, in line with the modalities and timeframes indicated in the Grant Agreement including appendices. This shall include any ancillary works not covered by the Grant Agreement (such as the electricity sub-station); * Ensure full abidance with the latest visibility/publicity requirements applicable for ERDF projects in line with guidance issued from time to by the Managing Authority for ERDF funds and/or the European Commission; * Prepare any paperwork documenting checks on all invoices by contractors, confirming or otherwise that the works to which invoices refer have been debitly approved, works was actually carried out and targets were reached, and therefore the cost actually incurred, and that there is proper traceability for each and every payment; * Prepare any paperwork related to the payment process, including supporting checks, to be provided to the NTM accountant and project auditor prior to eventual disbursement; * Prepare any paperwork related to requests for reimbursements from the Managing Authority for ERDF funds, including any supporting documentation; * Prepare any reports that may be required to the CEO/Executive President, NTM Board, Managing Authority and any other relevant stakeholder; * Ensure proper dissemination of results in line with applicable guidelines and activities planned for in the grant agreement. * Ensure proper record keeping in line with relevant regulations, guidelines, and best practices.      * Facilitate of audits/checks by the Managing Authority, Audit Authority, EU institutions and any other body legally mandated to carry out verification in relation to EU funded projects. This shall include the pro-bono provision of such services BEYOND the timeframes of the project up to at least two calendar years from the 31 December following the submission of the accounts in which the final expenditure of the completed operation is included. Without prejudice, the contractor and relevant experts shall be available to meet the Managing Authority and other body involved in the management and/or auditing of EU funds and national or EU level as may be necessary, and this at no additional cost to the Contrating Authority. * All activities outlined herewith shall be achieved within the budgets allocated for this project as outlined in the Grant Agreement. | | *Brief description* |
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| 1.3 | The place of acceptance of the services shall be **the still unrestored part of the ex-Deutsche Welle radio relay station at Xrobb l-Ghagin Natural Park**, the time-limits for the execution of the contract shall be **three years** **from last date of signature on contract**, and the INCOTERM2010 applicable shall be **Delivery Duty Paid (DDP).** | | *To be preset at vetting stage – No specific dates are to be included. Only number of days, weeks, months or years to be inserted.* |
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| 1.4 | This is a **fee-based** for service contract. | | *Choose as applicable.* |
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| 1.5 | This call for tenders is being issued under an open procedure. | |  |
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| 1.6 | The beneficiary of this tender is *Nature Trust Malta*. | |  |
| 1.7 | This tender is NOT a reserved contract. | | *Choose as applicable.* |
|  | 2. Timetable | |  |
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| 2. | |  |  |  | | --- | --- | --- | |  | DATE | TIME | | Clarification Meeting/Site Visit (Refer to Clause 6.1) | N/A | N/A | | Deadline for request for any additional information from the NGO  **Clarification requests should be addressed to: *info@naturetrustmalta.org*** | 6 February 2019 | 12:00 hrs | | Last date on which additional information can be issued by the NGO | 12 February 2019 | 12:00 hrs | | Deadline for submission of tenders/Tender opening session  (unless otherwise modified in terms of Clause 10.1 of the  General Rules Governing Tendering for NGOs) | 18 February 2019 | 12:00 hrs | | \* All times Central European Time (CET) / Central European Summer Time (CEST) as applicable | | | | | *If applicable*  *12 calendar days before deadline for tenders above the threshold of Euro135,000 net of VAT*  *6 calendar days before deadline for tenders above the threshold of Euro135,000 net of VAT*  *As per Notice* |
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|  | 3. Lots | |  |
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| 3.1 | This tender is not divided into lots, and tenders must be for the whole of quantities indicated. Tenders will not be accepted for incomplete quantities. | |  |
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| 4.1 | ***4. Variant Solutions***  Variant solutions are not permissible. | |  |
|  | ***5. Financing*** | |  |
| 5.1 | The project is *co-financed* by the European Union/Government of Malta, in accordance with the rules of European Regional Development Fund (ERDF) Operational Programme 1 - Co-financing rate: 80% European Union; 20% National Funds | | *Specify the EU Fund* |
| 5.2 | The Contracting Authority of this tender is *Nature Trust Malta* | |  |
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|  | 6. Clarification Meeting/Site Visit/Workshop | |  |
| 6.1 | No clarification meeting/site visit is planned. | | *Choose applicable clause* |
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|  | 7. Selection and Award Requirements | |  |
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|  | In order to be considered eligible for the award of the contract, economic operators must provide evidence that they meet or exceed certain minimum criteria described hereunder. | |  |
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|  | **(A) Eligibility Criteria** | |  |
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|  | (i) | Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment by completing and submitting the form with title Statement on Conditions of Employment. | *Choose as applicable:*  *In the case of Works/Supplies* |
|  | (ii)  (iii)  (iv) | Power of Attorney (if applicable) (Note 2A)  Submission of the declaration form that stipulates that following signature of contract, the successful bidder, will provide evidence in respect of the requirements stipulated regarding Energy Efficiency through the Energy Efficiency Form (if applicable) (Note 2A)  Information re Joint Venture/Consortium(Note 2A) | *In the Case of Services and Supplies above the Euro135,000 net of VAT* |
|  | **(B) Exclusion (including Blacklisting) and Selection Criteria – information to be submitted through the European Single Procurement Document (ESPD)** (Note 2)  Note to Bidders:  The ESPD is a generic document which is used across all EU Member States. Economic Operators shall submit a completed ESPD in response to the requirements established in the procurement documents. A separate ESDP should be submitted for each and every sub-contractor and/or consortium member.(Note 3)  The Economic Operator, subcontractor or other parties may rely on their ESPD response as a self-declaration that they have not breached any of the exclusion grounds.  If an Economic Operator is in a situation which might result in its exclusion, it may provide evidence to show that it has taken appropriate remedial action to demonstrate its reliability. This is known as self-cleaning. In such cases the Economic Operator must not be excluded from the procurement procedure on such exclusion grounds.  An electronic word version of the ESPD, for completion by Economic Operators, may be retrieved through the Government’s e-Procurement Platform (available from [www.etenders.gov.mt/Resources](http://www.etenders.gov.mt/Resources)). The items within the sections/parts therein are also numbered for ease of reference. An FAQ document is available for guidance. | |  |
|  | (i)  (ii) | Data Concerning the economic operator to be submitted by filling Part II of the European Single Procurement Document (ESPD). Part II (2A.1 till 2A.13.1) of the ESPD seeks background information about the economic operator.(Note 2A)  Part II A Reference 2A.14 till 2A16.6 need not be filled as the procurement exercise in question is **NOT** Reserved. (Note 2A) | *ESPD is to be utilised only in case of tenders above the departmental threshold of Euro 135,000 net of VAT* |
|  | (iii) | Part II A Reference 2A.17 till 2A.17.3 need only be filled in when the economic operator is part of a group, consortium, joint venture or similar. (Note 2A) |  |
|  | (iv)  (v) | Data concerning exclusion grounds to be submitted by filling Part III of the European Single Procurement Document (ESPD).(Note 2A)  Economic Operators must declare that they meet the minimum criteria established hereunder by filling Part IV of the European Single Procurement Document (ESPD). If no Selection Criteria is requested by the Contracting Authority, the relevant part of the ESPD is to be left blank. (Note 2A)  a) Suitability (Note 2A)  Not Applicable  b) Financial and Economic Standing (Note 2A)  Not Applicable  c) Technical and Professional Ability (Note 2A)  4C.6  The following educational and professional qualifications are held by:  a) The service provider or the contractor itself; and/or  b) Its managerial staff shall possess an:   * MQF level 7 degree in Management   c) Each key expert shall be able to communicate in Maltese and English, and be in possession of at least an MQF Level 3 certification in both languages.  4C.10  Please provide details of the proportion (i.e. percentage) of the contract that you intend to subcontract.  Any subcontractor proposed and disclosed at this stage shall be evaluated in line with the Exclusion and Blacklisting Criteria as per Section 7(B) of these Instructions to Tenderers. Furthermore, if the sub-contractor is relied upon by the Contractor to meet the standards established in the Selection Criteria, apart from submitting the relevant commitments in writing, such reliance will be evaluated to verify its correctness and whether in effect these criteria are satisfied.  d) Quality Assurance Schemes and Environmental Management Standards (Note 2A)  Not Applicable | *In accordance with Contracts Circulars /Procurement Policy Notes, Contracting Authorities may state which provisions from the ESPD as per categories hereunder are applicable*  *Refer to options in the Notes to compiler:*  *.* |
|  | (vii) Concluding statements to be submitted by filling Part VI of the European Single Procurement Document (ESPD). (Note 2A) | |  |
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|  | **(C) Technical Specifications** | |  |
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|  | (i)  (ii) | Tenderer’s Technical Offer in response to specifications. (Note 3)  **Key Experts Form, the Statement of Exclusivity and Availability Form, the Self-declaration form for Key Experts (relating to public employees) and CVs** (Note 2A)  a) The service provider or the contractor itself, and/or a member of staff responsible for the management of the project shall possess an :   * MQF level 7 degree in Management   b) Each key expert shall be able to communicate in Maltese and English, and be in possession of at least an MQF Level 3 certification in both languages.  Public employees may be recruited as experts as long as it is ascertained through the attached self-declaration form; that they do not fall in any of the provisions laid down in the Public Administration Act – Chapter 497 of the Laws of Malta (First Schedule Code of Ethics Article 5).  This self declaration is to be endorsed by the Key Expert (if he/she is a Public Employee).  The Evaluation Committee reserves the right to request the economic operators to substantiate their claims in respect to the staff proposed by requesting CVs of Key Expert/Consultant and signed Declarations of Exclusivity and Availability and signed Self-Declaration (relating to conflict of interest) forms during the evaluation stage |  |
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|  | **(D) Financial Offer** | |  |
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|  | (i)  (ii) | The Tender Form and Tenderer’s Declaration are to completed and submitted with the offer; a separate Tender Form is to be submitted for each option tendered, each form clearly marked ‘Option 1’, ‘Option 2’ etc.; (Note 3)  A financial offer is to be submitted by filling in Financial Bid Form, and is to be calculated on the basis of **Delivered Duty Paid (DDP)2010 (Grand Total)** for the services tendered, inclusive of participation in follow-up meetings and/or contributing to the any reply required by the Managing Authority or audit body after the conclusion of the project of which the present tender forms part, as applicable. (Note 3) |  |
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|  | **Notes to Clause 7:**  *1. Tenderers will be requested to clarify/rectify, within five (5) working days from notification, the tender guarantee only in the following four circumstances: incorrect validity date, and/or incorrect value, and/or incorrect addressee and incorrect name of the bidder. Rectification in respect of the Tender Guarantee (Bid Bond) is free of charge.*  *2. A) Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five (5) working days from notification.*  *B) Tenderers will be requested to rectify/submit only missing documents within five (5) working days from notification.* **No changes to the information provided in the Literature submitted will be allowed. Literature submitted shall be rectifiable only in respect of any missing information.**  *All Rectifications are free of charge.*  *3. No rectification shall be allowed. Only clarifications on the submitted information may be requested.* | |  |
| 8.1 | **8. Tender Guarantee (Bid bond)**  No tender guarantee (bid bond) is required. | |  |
|  | 9. Criteria for Award | |  |
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| 9.1 | The contract will be awarded to the tenderer submitting the offer with the Best Price/Quality Ratio (BPQR) in accordance with the below.  Each technical offer will be evaluated in accordance with the award criteria and the associated weighting as detailed in the evaluation grid of this tender document (Article 9.3). No other award criteria will be used. The award criteria will be examined in accordance with the requirements as indicated in the Technical Specifications. | | *BPQR Award (from 9.1 till 9.3)* |
|  |  | |  | |
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|  |  | | *\* As Applicable* |
| 9.2 | The evaluation process | |  |
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|  | At this step of the evaluation process, the Evaluation Committee will analyze the administratively-compliant tenders’ technical conformity in relation to the published Terms of Reference/Technical Specifications (Section 4).  When evaluating technical offers, each evaluator awards for each criterion/Criterion a score out of a maximum of 100 in accordance with the technical criteria and any sub-criteria as outlined in the evaluation grid (Article 7.3). The score given to the criterion/ sub criterion (out of 100) will be multiplied by the weighting indicated against each criterion/ sub criterion.  If thresholds are set for each/any of the criteria/ sub criteria by setting a value out of 100. Those offers that do not obtain the set threshold for the individual criterion/ sub criterion will be eliminated\*  Tenderers must achieve an average technical score of (50)%\*\*. The average technical score is arrived at by adding the individual weighted scores of each evaluator divided by the number of evaluators. Those tenderers that do not obtain the minimum set average technical score will be eliminated. Furthermore, Bidders are to note that apart from the fact that the BPQR criteria, as a whole, carry a minimum requirement of a 50% average technical score threshold, the individual criteria F to I each carry a specific minimum threshold of 50% that must be achieved by the bidders (i.e. achieve a minimum of 50% of marks assigned to each criteria) in order for their offer to be deemed technically compliant.  The offer achieving the highest technical score will be awarded 100% of the technical weight. The other offers will be awarded scores in proportion to the offer with the highest technical score as per below formula;  Technical score = Average Technical Score of the Respective Offer x Technical Weight  Highest average Technical Score  The financial offers for tenders which were not eliminated during the technical evaluation (i.e., those which have achieved an average technical score of (50)%\*\* or more and/or those which have achieved the set threshold for individual criterion/ sub criterion) will be evaluated. The Evaluation Committee will also check that the financial offers contain no arithmetical errors.  The offer with the lowest price will be awarded 100% of the financial weight. The other offers will be awarded scores in proportion to the offer with the lowest price as per below formula;  Financial score = Lowest Priced Offer x Financial Weight  Financial Offer of the Tender Being Considered  The BPQR will be awarded to the offer that has obtained the highest score after adding the respective technical and financial scores as visualized below; | | *\*This is optional and it is advisable to use only in cases where a particular criterion is vital.*  *\*\* Technical threshold is set by the CA* |
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| 9.3 | **Evaluation Grid:** | |  |
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|  | |  |  |  | | --- | --- | --- | | **Criteria/ Sub Criteria** | **Marks** | **Threshold (%) \*** | | Rationale |  |  | | Criterion A\*   The Bidder should comment on the objective of the present tender whilst keeping in view the Terms of Reference. The Bidder’s narrative should cover at least the following points *(mandatory)*:           One’s opinion in terms of tender rationale in particular of its objectives and expected results (refer in particular to article 2 of the ToR). (5 marks)           One’s assessment of Risks,Strengths, Weaknesses, Opportunities and Threats of the Project and possible ways to mitigate these (refer in particular to article 3 of the ToR) (5 marks) | 10 |  | | Criterion B\*  The Bidder should provide a detailed explanation and assessment of the tasks relevant to Activities 1 to 13 as per Section 4, Terms of Reference, article 4.2. The Bidder’s narrative should cover at least the following points (Weighting per sub-criterion in parenthesis)*(mandatory)*:           Project Management objectives and goals (5 marks)           Plan for the administration and implementation of the Activity (5 marks) | 10 |  | | Strategy |  |  | | Criterion C\*    A detailed description of the approach proposed by the Bidder for the undertaking of the tasks as per Section 4, Terms of Reference, article 4.2(Project Management). The Bidder’s narrative should cover at least the following points (Weighting per sub-criterion in parenthesis)*(mandatory)*:           Approach to be adopted in particular with regards to sound financial management and any call guidelines, publicity requirements etc. (3 marks)           Approach to be adopted to ensure timely implementation of the works on site, in line with Call, project and tender requirements. (4 marks)           Approach to be adopted to ensure fulfilment of Reporting requirements. (3 marks) | 10 |  | | Criterion D\*  The Bidder should provide detailed information about the organizational structure which will be working on the implementation of this tender (refer in particular to Section 4 of the ToR). The Bidder’s narrative should cover at least the following points (Weighting per sub-criterion in parenthesis):           An OrganisationalStructure showing the role of the different members within the team to be working on the implementation of this tender, and their relationship to each other, together with an explanation of the tasks that each member will be carrying out. (mandatory) (6 marks)           Key expert/s having a project management certification (or comparable) such as but not necessarily limited to Prince 2 or PMBOK.(add-on) (4 marks) (If the add-on criterion is not provided a score of “1%” is to be allotted.) | 10 |  | | Criterion E\*  The Bidder should provide information about the knowledge of the team working on the project about EU and national environmental legislation as well as tourism policy/studies, in particular with relevance to the approach being adopted by NTM to valorise cultural and natural heritage through the said project (refer in particular to articles 1.3, 1.4, 1.5, 2.1, 2.2 of the ToR) *(mandatory)*. | 10 |  | | Criterion F\*  The Bidder should provide detailed relevant information about the knowledge possessed about Maltese Public Procurement regulations by key-expert/s which will be working on the implementation of this tender, and how they relate to the goals of this tender. (refer in particular to article 2.3, 3.2, and Section 4 of the ToR)*(mandatory)* | 10 | 50% | | Criterion G\*  The Bidder should provide detailed relevant information about the knowledge about the regulatory aspect of the management of EU funds of key-expert/s which will be working on the implementation of this tender, and how they relate to the goals of this tender. (refer in particular to articles 2.3, 3.2, and Section 4 of the ToR) *(mandatory)* | 10 | 50% | | Criterion H\*  The Bidder should provide detailed relevant information about the knowledge about the management of EU funded projects possessed by key-expert/s which will be working on the implementation of this tender, and how they relate to the goals of this tender (refer in particular to articles 2.3, 3.2, and Section 4 of the ToR).*(mandatory)* | 10 | 50% | | Criterion I\*  The Bidder should provide detailed relevant information about the knowledge about what it takes to manage a construction site possessed by key-expert/s which will be working on the implementation of this tender, and how they relate to the goals of this tender (refer in particular to articles 2.3, 3.2, and Section 4 of the ToR). *(mandatory)* | 10 | 50% | | 3.         TIMETABLE OF ACTIVITIES |  |  | | Criterion J\*  The Bidder should provide a Gantt chart showing the timely execution of the contract activities. The Bidder’s Gantt chart should cover at least the following points (Weighting per sub-criterion in parenthesis)*(mandatory)*:           The timing, sequence and duration of the proposed activities, taking into account the given timeframes (5 marks)           The identification and timing of major milestones in execution of the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the Terms of reference (5 marks)  Refer in particular to articles 2.3, 3.2, and Section 4 of the ToR. | 10 |  | | **Total Criteria Weight** | **100** |  | | | ***\*This is optional and it is advisable to use only in cases where a particular criterion is vital.***  ***Delete Threshold Column if no threshold is set for any criterion.*** |
|  | |  | | --- | | \* The narrative showing how the Bidder meets each of these criteria shall be provided thru the Technical Offer. The Technical Offer shall be prepared as per template attached and shall include a section for each criterion. Sections and sub-sections indicated are for reference purposes only, and the bidder shall keep in view that the Terms of Reference apply in to each point above. | | |  |

# SECTION 2 – EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

Part **X** of the Public Procurement Regulations

270. 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 Review Board, which shall contain in a very clear manner the reasons for their complaints.

271. The objection shall be filed within ten calendar days following the date on which the NGO 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 NGO of the whole tender or if the tender is divided into lots according to the estimated value of the tender set by the NGO 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 Review Board shall immediately notify the Director and/or the NGO as the case maybe that an objection had been filed with his authority thereby immediately suspending the award procedure.

275. The NGO involved, as the case may be, shall be precluded from concluding the contract during the period of ten 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:

1. any decision by the General Contracts Committee or the Special Contracts Committee or by the NGO shall be made public by affixing it to the notice-board of the same NGO 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 NGO;
2. the appeal of the complainant shall also be affixed to the notice-board of the Review Board and shall be communicated by fax or by other electronic means to all participating tenderers;
3. the NGO and any interested party may, within ten calendar days from the day on which the appeal is affixed to the notice-board of the NGO 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 it shall also be uploaded on the Government’s e-procurement platform;
4. within three working days of the publication of the replies, the Secretary of the Review Board shall prepare a report (the Analysis Report) analysing the appeal and any reply to it. This report shall be circulated to the persons who file an appeal and to all parties who submitted a reply to the appeal;
5. after the preparatory process is duly completed, the Director or the Head of the NGO shall forward to the Chairman of the Review Board all documentation pertaining to the call for tenders in question including files, tenders submitted, copies of deposit receipts and any motivated letter;
6. The secretary of the board shall inform all the participants of the call for tenders, the NGO of the date or dates as the case maybe when the appeal will be heard;

(g) 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 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.

(h) The secretary of the board shall keep a record of the grounds of each adjournment and of everything done in each sitting;

(i) After evaluating all the evidence and after considering all submissions put forward by the parties, the Review Board shall decide whether to accede or reject the appeal.

SECTION 3 – SPECIAL CONDITIONS

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|  | **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.**  **For the purposes of contracts issued by NGOs, the term ‘approval from the Central Government Authority’ shall be substituted by the term ‘approval by the Head responsible for that NGO’; Furthermore, any references to the Contracting Authority throughout the General Conditions shall be deemed to be referring to the NGO responsible for that procurement.** |
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|  | Article 1: Definitions and Conventions |
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| **1.3** | The term Contract Manager as used in the present tender document and attachments thereto shall be understood to mean the term Project Manager as per General Conditions.  *Explicatory Note: Given that the tender concerns project management services, the use of the term ‘project manager; in the present tender document could create ambiguity. Hence the person designated to represent and monitoring the execution of the contract on behalf of the Contracting Authority for the scope of this tender is being referred to as Contract Manager.* |
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|  | Article 2: Notices and Written Communications |
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| **2.2** | Any communication shall be carried out with:  Nature Trust Malta,  Wied Ghollieqa Environment Centre,  Lower Level, Car Park 1,  University of Malta, Msida.  Email: info@naturetrustmalta.org |
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|  | Article 5: Supply of Information |
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| **5.1** | As per General Conditions. |
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|  | Article 6: Assistance with Local Regulations |
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| **6.1** | As per General Conditions. |
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|  | Article 7: Obligations of the Contractor |
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| **7.8** | 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 NGO. The NGO will not affect any payment to the contractor until the performance guarantee is submitted. The amount of the guarantee shall be 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 €500,001 or above. |
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|  | Article 13: Medical, Insurance and Security Arrangements |
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| **13.3** | As per General Conditions. |
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|  | Article 14: Intellectual and Industrial Property Rights |
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| **14.3** | As per General Conditions |
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|  | Article 15: Scope of the Services |
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| **15.1** | The scope of the services is defined in Section 4 (Terms of Reference) |
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|  | Article 16: Personnel and Equipment |
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| **16.3** | As per General Conditions. |
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|  | Article 18: Execution of the Contract |
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| **18.1** | Performance of the contract is to commence on the last date of signature on Contract. |
| **18.2** | The period of execution of tasks shall commence as per Article 18.1 and shall run for a period of thirty-six (36) months. Without prejudice, should the project ERDF.PA5.0121 – WILDLIFE REHABILITATION CENTRE require any extension to the timeframes as established in the Grant Agreement, the Contractor shall continue to provide its services as defined in Section 4 (Terms of Reference) up to project closure at no additional cost to the Contracting Authority. |
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|  | Article 19: Delays in Execution |
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| **19.2** | A daily penalty of 1/1000 of the contract price per day’s delay up to a limit of 10% of the total contract price. |
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|  | The penalty shall be charged if the Contracting Authority deems that the Contractor is responsible for the failure to honour: 1) the timeframes establish within the Grant Agreement of the project ERDF.PA5.0121 – WILDLIFE REHABILITATION CENTRE; 2) the conditions of the contract agreement, and/or the contractor’s performance is found to be seriously lacking in quality or efficiency and/or the Contractor breaches any of the conditions stipulated in this Tender document. |
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|  | Article 20: Amendment of the Contract |
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| **20.2** | As per General Conditions. |
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|  | Article 24: Interim and Final Progress Reports |
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| **24.1** | Not applicable. |
| **24.2** | Without prejudice to the above, it should be clarified that the Contractor shall be responsible for compiling any reporting requirements due to the Managing Authority in line the ERDF Manual of Procedures available on [www.eufunds.gov.mt](http://www.eufunds.gov.mt), and adhere to reporting requirements as per Section 4, Clause 7 |
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|  | Article 26: Payments and Interest on Late Payment |
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| **26.1** | This tender is a fee based service tender. |
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| **(i)**  **(ii)**  **(iii)**  **(iv)** | A pre-financing payment of 40% of the contract value, within 30 days of receipt by the Contracting Authority of the Contract signed by both Parties, of a request for the pre-financing payment and of a financial guarantee, as defined in Article 27;  Quarterly interim payments, within 30 days of the approval by the Contracting Authority (in accordance with Article 25 of the interim progress report which accompanies an invoice setting out the services actually performed), until the sum of the pre-financing payment and any interim payments is 90% of the maximum contract value.  The balance of the final certified value of the contract, subject to the maximum contract value stated in Article 26 of the Special Conditions, after deduction of the amounts already paid, within 30 days of the approval by the Contracting Authority in accordance with Article 25 of the final progress report which accompany the final invoice setting out the services actually carried out.  The invoice shall follow the requirements established by the Managing Authority for ERDF funds in the Manual of Procedures available on [www.eufunds.gov.mt](http://www.eufunds.gov.mt). |
| **26.2** | As per General Conditions. |
|  | Article 27: Pre-Financing Guarantee |
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| **27.2** | The pre-financing guarantee shall be of 40% of the total Contract Value. |
| **27.5** | The pre-financing guarantee shall be released within 45 days from the date of certification of the invoice ‘n’ where the sum of invoices 1 to ’n’ issued in line with Clause 26.1 (ii) of these Special Conditions, is equal or greater than the value of 40% of the total contract value. However, if the final certified value is lower than the value of the pre-financing, the Financial Guarantee may be reduced to cover the difference between the final certified value and the total of the payments already made to the Contractor by the Contracting Authority under the contract and the Financial Guarantee must be released within 45 days of repayment of the difference by the Contractor. |
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|  | Article 39: Further Additional Clauses |
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| **39.1** | This tender is being issued, with the authorisation of the Managing Authority for ERDF funds, prior to the signature of the Grant Agreement. Accordingly, signature of contract shall be subject to the actual signature of the Grant Agreement. |
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# SECTION 4 –TERMS OF REFERENCE (Note 3)

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| **Note:**  **Where in this tender document a standard is quoted, it is to be understood that the NGO will accept equivalent standards. However, it will be the responsibility of the respective bidders to prove that the standards they quoted are equivalent to the standards requested by the NGO.** |

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| 1. Background Information | |
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| 1.1 - Beneficiary Country | |
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|  | Malta |
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| 1.2 – NGO | |
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|  | Nature Trust Malta |
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| 1.3 - Relevant Country Background | |
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|  | The aim of the ERDF PROJECT ERDF.PA5.0121 – WILDLIFE REHABILITATION CENTRE is primarily to set up a Wildlife Rehabilitation Centre to provide ex-situ rehabilitation of wildlife from across Malta and surrounding seas: marine (turtles and cetaceans), terrestrial (such as hedgehogs, shrews, lizards, snakes and bats) and avian fauna. Following rehabilitation, if possible, they will be released into their natural habitat. It should be a unique, all year round visitor attraction visitors with the opportunity to interact with the rehabilitating wildlife.  The Contracting Authority, in partnership with the Ministry for the Environment, Sustainable Development and Climate Change was successful in its submission for ERDF funds to fund the setting-up of this Centre. In this regard, any work on the project has to be carried out within the parameters defined by the Grant Agreement entered into by NTM and the Managing Authority for ERDF funds. The Planning and Priorities Coordination Division (PPCD) within the Parliamentary Secretariat for the Parliamentary Secretary for EU Funds and Social Dialogue, within the Ministry for European Affairs and Equality is the designated Managing Authority (MA) responsible for the overall coordination and management of the European Regional Development Fund (ERDF) and the Cohesion Fund (CF) under Operational Programme I (2014-2020). The MA issues calls for proposals for ERDF and CF at different intervals of the Programme’s lifetime. The project was successful under one such call. |
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| 1.4 - Current State of Affairs in the Relevant Sector | |
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|  | The present infrastructure for ex-situ conservation in Malta is, to say the least, quite limited and to date the rehabilitation of such species has been carried out in a piecemeal manner, mainly by NTM, through its Wildlife Rescue Team which provides rescue services for both marine and terrestrial fauna on a 24/7 basis. The team is composed of a group of volunteers, made up of divers, biologists and marine mammal medics who are covered by permits from the Environment and Resource Authority (ERA) to respond to calls for the handling of local protected wildlife. Injured turtles and cetaceans are taken to San Lucjan’s Rehabilitation Centre and/or a veterinarian’s clinic where they are treated by or under the supervision of a qualified veterinarian. Other animals (including hedgehogs, lizards, chameleons, shrews, bats, wild rabbits, and weasels), after being examined by a veterinarian, are taken, under ERA permit to the volunteer’s homes where they are treated, medicated and taken care of until they may be released once more into the wild. Turtles are released during dedicated events in the presence of the media and distinguished guests, amongst others, as part of an effort to raise awareness about risks to biodiversity and rehabilitation efforts. Other species are released by the volunteers at the place of rescue or in a nearby protected area.  The project will also cater for CITES animals which are presently hosted at the Small Animal Quarantine facilities in Luqa, which is managed by the Ministry for Sustainable Development, Environment and Climate Change. The site was designed to host small animals and pets (dogs, cats and ferrets) who do not meet all the requirements for entry into Malta under the Pet Passport scheme, for a short period of time in quarantine to minimise the risk of disease being brought into the islands. However, CITES species that are found in Malta illegally, are also kept there until their position is regularised and/or they may be returned to their country of origin or released into the wild.  The Wildlife Rehabilitation Centre will be hosted in part of the ex-Deutsche Welle radio relay station at Xrobb l-Għaġin Natural Park. It will compliment a first project in the area carried out between 2007 and 2011 through a grant from Iceland, Liechtenstein and Norway though the EEA financial mechanism and the Norwegian financial mechanism, which project saw the rehabilitation of a hitherto degraded area and some of the derelict buildings in the area into a natural park and a Sustainable Development Centre. That project had left some buildings unutilised, and thus still in a derelict state. The present project is proposing the rehabilitation of those buildings and their use as parts of the proposed Wildlife Rehabilitation Centre. |
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| 1.5 - Related Programmes and Donor Activities | |
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|  | The project is related to two main activities carried out by NTM, namely: 1) the existing efforts for ex-situ Conservation of local wildlife; and 2) The management of the natural park and a Sustainable Development Centre at Xrobb l-Għaġin.  As discussed above, a volunteer Wildlife Rescue Team provides rescue services for local wildelife on a 24/7 basis. Injured turtles and cetaceans are taken to San Lucjan’s Rehabilitation Centre and/or a veterinarian’s clinic where they are treated by or under the supervision of a qualified veterinarian. Other animals (including hedgehogs, lizards, chameleons, shrews, bats, wild rabbits, and weasels), after being examined by a veterinarian, are taken, under ERA permit to the volunteer’s homes where they are treated, medicated and taken care of until they may be released once more into the wild. Turtles are released during dedicated events in the presence of the media and distinguished guests, amongst others, as part of an effort to raise awareness about risks to biodiversity and rehabilitation efforts. Other species are released by the volunteers at the place of rescue or in a nearby protected area.  The natural park and a Sustainable Development Centre at Xrobb l-Għaġin offers a variety of facilities, which include a conference hall capable of taking 100 people, a multimedia room for students carrying out research, a room with safety cushions for the younger visitors such as kinder, rooms for workshops and the administration office. It includes a Hostel which houses a maximum of 30 beds. It also attracts Youth exchanges, foreign students who come to Malta on Environmental studies, and other events. The Sustainability Development Centre was developed with the intent of create awareness while giving environmental lessons in the park. This is giving the opportunity to the organisation to also do night activities such as night wildlife observations, astronomy etc. |
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| 2. Contract Objectives and Expected Results | |
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| 2.1 - Overall Objectives | |
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|  | The overall objectives of the project of which this contract will be a part are as follows: |
|  | * The restoration of the still unrestored part of the ex-Deutsche Welle radio relay station at Xrobb l-Ghagin Natural Park and its transformation into a Wildlife Rehabilitation Centre, * The valorisation of Maltese wild-life and the rehabilitation process itself for tourism purposes and thus, contributing to improve the Maltese competitiveness standing within the tourism sector through the promotion, protection and preservation of natural/cultural/historical assets in the public domain intended to improve the Maltese cultural tourism experience whilst maintaining increased tourist flows |
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| 2.2 - Specific Objectives | |
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|  | The objectives of this contract are as follows: |
|  | * The management, in line with the principles of good governance and sound financial management (and any guidelines issued from time to time by the Managing Authority for ERDF funds) of the project *ERDF.PA5.0121 – WILDLIFE REHABILITATION CENTRE* * the assessment of the visitor experience at the Wildlife Rehabilitation Centre |
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| 2.3 - Results to be Achieved by the Consultant | |
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|  | 1. Timely assistance to the Contracting Authority in anything related to the management, including day-to-day coordination, of the project. 2. Provision of relevant, correct, timely advice to the Project Management Team, CEO/Executive President, 3. The management on behalf of the Contracting Authority any procurement/recruitment process. This shall include the drafting of requests for quotations and/or tender documents and/or calls for application as may be applicable for all line items within the project or parts thereof; the management together with the Contracting Authority of the evaluation process and the drafting of any necessary paperwork associated therewith; the drafting of relevant contracts with the successful bidder/applicant. In any case, such processes shall be managed in line with Maltese public procurement / recruitment regulations as may be applicable to NGOs from time to time. 4. Provision of the services of a site manager at the presently unrestored part of the ex-Deutsche Welle radio relay station at Xrobb l-Ghagin Natural Park to manage on an on-going basis the works which form part of the project. 5. Proper implementation of all activities making up the project, in line with the modalities and timeframes indicated in the Grant Agreement including appendices. This shall include any ancillary works not covered by the Grant Agreement (such as the electricity sub-station); 6. Full abidance with the latest visibility/publicity requirements applicable for ERDF projects in line with guidance issued from time to by the Managing Authority for ERDF funds and/or the European Commission; 7. Paperwork documenting checks on all invoices by contractors, confirming or otherwise that the works to which invoices refer have been debitly approved, works was actually carried out and therefore the cost actually incurred, and that there is proper traceability for each and every payment; 8. Any paperwork related to the payment process, including supporting checks, to be provided to the NTM accountant and project auditor prior to eventual disbursement; 9. Necessary paperwork related to requests for reimbursements from the Managing Authority for ERDF funds, including any supporting documentation; 10. Reports to the CEO/Executive President, NTM Board, Managing Authority and any other relevant stakeholder; 11. Proper dissemination of results in line with applicable guidelines and activities planned for in the grant agreement. 12. Proper record keeping in line with relevant regulations, guidelines, and best practices. 13. Facilitation of audits/checks by the Managing Authority, Audit Authority, EU institutions and any other body legally mandated to carry out verification in relation to EU funded projects. 14. Ensure any costs are within the budgets allocated to this project as outlined in the grant agreement or otherwise confirmed in writing by the Contracting Authority. |
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| 3. Assumptions and Risks | |
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| 3.1 - Assumptions Underlying the Project Intervention | |
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|  | It is being assumed that the project timeframes for the implementation of the project *ERDF.PA5.0121 – WILDLIFE REHABILITATION CENTRE are realistic and achievable, and take into consideration procurement and recruitment timeframes and risks thereto; the need for contingency to cater for inclement weather and other issues which may impact the timely implementation of project works.*  *It is being assumed that the successful bidder will honour to the letter the commitment it would be taking as part of this tender and take responsibility for any loss incurred due to is not delivering the results in Section 2 above.* |
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| 3.2 – Risks | |
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|  | |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | **Risk Type** | **Description** | **Consequence** | **Probability** | **Impact** | **Strategy** | | Public Procurement Risks | Risks of delays due to heavy administrative process and risks of appeals | Impact ability of project to meet time-frames with consequent cascading effect on some of the subsequent activities. | Medium | Medium | Project management Contractor shall have the necessary expertise in Maltese public procurement regulations. Use standardized templates shall reduce scope for appeal through RFQ/tender (or equivalent) design. | | Implementation Risks | Contractors not meeting deadlines | Delays in completions of works and possible cascading effects on other projects | Medium | Medium | Realistic time-frames, fines for delayed completion of works linked to risks of loss of funds in view of delayed implementation of project. | | Implementation Risks | Lack of coordination between different suppliers | Lack of coordination between different suppliers may result in loss of time, bad workmanship, increased H&S risks, mutual finger pointing and ultimately delayed implementation with consequence financial risks | Low | Medium | A Site Manager is to be employed by Contractor under this present tender and be present on site practically al the time. Penalties will be applied for on contractor for delayed implementation | | Financial Risks | Lack of proper procedures being followed | Loss of funds as items or costs declared ineligible. Keeping in view that this is an NGO whose funds depend to a certain extent on donations, impact would be high. | Low | High | Robust project management structure designed. Project Management will be sub contracted to third party with experience in EU funds and project management as per present tender. Processes will be audited to provide NTM with peace of mind. Penalties applied to contractors for lack of quality and timely implementation. | |
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| 4. Scope of the Work | |
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| 4.1 – General | |
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| *4.1.1* | *Project Description* |
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|  | The project in respect of which project management services are being sought foresees the rehabilitation of a presently derelict building within the Xrobb l-Għaġin Natural Park, limits of Marsaxlokk and its transformation into a Wildlife Rehabilitation Centre which will be open for visitors. The Centre will cater for the ex-situ conservation and rehabilitation of wildlife requiring such treatment found within all the territory of Malta and the surrounding maritime areas. In practice this will require providing services for the rehabilitation of avian (such as but not limited to birds of prey), terrestrial (such as but not limited to hedgehogs, shrews, lizards, snakes and bats) and marine (mainly turtles and cetaceans) fauna, and insofar as possible their release into their natural habitat, once their rehabilitation is complete. Such rehabilitation services will cover all forms of wildlife, with a particular emphasis on protected species. This will include illicitly traded live animals from species protected under the CITES Convention which would require rehabilitation and safekeeping following their ordeal. As part of its rehabilitation services, the Centre may also be used for the treatment of marine (including avian) animals afflicted by an oil-spill if such a spill materialises in the seas around Malta, though such a use needs to be discussed further with the relevant authorities.  This will be the first structure to be purposely built for the rehabilitation of wildlife in the Maltese, and the only one of its sort in the Maltese islands. The project will be spread over three main areas within the Xrobb l-Għaġin Park and a boundary wall to the whole site. The largest area will be centred around the main facilities forming part of the rehabilitation centre. This will include one large hall which will host sixteen large tanks, having different diameters, for hosting the turtles during the rehabilitation process. The hall will also be able to host a large inflatable pool of approximately 9m in diameter and 1m in depth, to host the rehabilitation of cetaceans. At the side of the main hall, there will lie two rooms which are to host the vivaria, one for mammals and one for reptiles. Also at the side of the main hall there will be a treatment room, a food store and an equipment store. One room will serve as a children’s laboratory and as a lecture room for the awareness raising events. Three offices, a meeting room, a staff-kitchenette and separate sanitary facilities for the staff and the public will complement the area. Visitors will be able to access the complex through a reception area, which will also provide access to a room, underlying the same reception area, where there will be a permanent exhibition including model of a prehistoric temple which presently lies buried within the precincts of the Xrobb l-Għaġin Park, including an interpretation of the temple within a prehistoric context. The complex will also include an electricity sub-station, to be built and equipped by Enemalta plc, the local electricity distributor (and hence not being included in the present project submission). A small existing building adjacent but not contiguous to the main building will also be renovated to host a laboratory and a pump room. A third area, also close to the main complex, will host the aviaries, including a flight rehabilitation tunnel and breeding aviaries.  The following is a brief description of the items to be procured, including in parenthesis expected durability/lifespan prior to replacement. If replacement is relatively frequent, it is indicated too. Cost details per item are included in the attached BOQs   1. Civil and finishing works necessary for the restoration and sustainable rehabilitation of the main complex (Block A) and the nearby small building (Block B) as per plans below. These are to include the breaking down/demolition of some internal structures including concrete floor and reinforced concrete slab, and the necessary internal constructions to enable the structure to host the Wildlife Rehabilitation Centre, offices, vivaria, laboratory, etc. Finishing is of course to include the installation of all apertures, tiles and sanitary wares, the plastering and decorating works both on the interior and the exterior of the buildings as well as roofing works. These also include the spiral staircases to access roof and exhibition area under the reception area. 2. Furnishing of both buildings, including offices, reception area, kitchenette, lecture room, main laboratory in adjacent building and meeting room. This is to include furniture, computers and peripherals, and other ICT equipment including router and telephony. The lecture room is to include an interactive whiteboard; 3. Mechanical and Engineering works and other services works, including power, lighting heating and cooling system. This is to include the installation of sun-pipes as well as the installation of solar water heaters; 4. Construction of galvanised steel aviaries, including the ground preparation works, planting of trees to serve as wind breakers, the actual construction of the aviaries including flight rehabilitation tunnel, a high flight aviary, service corridors and breeding aviaries (galvanised steel structure); 5. Security system, including boundary fence/wall, CCTV, intercom / electric system to open gates/doors, alarm system, smoke and fire detectors (Training to be provided on use as part of purchase); 6. Equipment for the Wildlife Rehabilitation Centre including the tanks, gantry crane for the lifting of heavy turtles and cetaceans, water heating system, UV system to eliminate microbiological growth in the tanks and vivaria for the mammals and reptiles rooms. This is to include necessary water re-circulation system and drainage system ; 7. Equipment for the food stores including fridges and freezers, stainless steel table, sink, and other small equipment/utensils for the preparation of food; racks for the equipment and dry-food store; 8. Equipment for the treatment room including surgical equipment, small vivaria, a freezer for carcases, stainless steel treatment table, steel cable and trolley, inspection lights and endoscope small refrigerator and small cabinet; 9. Water pumping system including the excavation of a borehole for the extraction of sea water and ancillary systems; 10. Building structural health and building performance monitoring system including sensors and data logging for monitoring and research purposes; 11. Exhibition area for the model of the prehistoric temple which lies buried within the precincts of the Xrobb l-Għaġin Park, including a multisensory interpretation of the temple within a prehistoric context. 12. Electricity sub-station estimated to cost around €100,000 to be built by the national electricity distributor, that is Enemalta plc. 13. A study of the visitor experience at the Centre to be carried out within six (6) months from the commissioning of the Centre.   In addition to the afore said physical elements, the project will include activities relating for project management, financial control and auditing and communication/publicity activities as well as the procurement of services of an architect, an engineer, a site manager, a quantity surveyor and services related to quality control. |
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| *4.1.2* | *Geographical Area to be covered* |
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|  | Site within Xrobb l-Għaġin Natural Park, limits of Marsaxlokk, Malta. |
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| *4.1.3* | *Target Groups* |
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|  | N/A |
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| 4.2 - Specific Activities | |
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|  | The following is a detailed list of tasks to be undertaken in order to achieve the contract objectives and/or results as described above   1. Provide timely assistance to the Contracting Authority in anything related to the management, including day-to-day coordination, of the project. 2. Provide relevant, correct, timely advice to the Project Management Team, CEO/Executive President. 3. Manage on behalf of the Contracting Authority any procurement/recruitment process. This shall include the drafting of requests for quotations and/or tender documents and/or calls for application as may be applicable for all line items within the project or parts thereof; the management together with the Contracting Authority of the evaluation process and the drafting of any necessary paperwork associated therewith; the drafting of relevant contracts with the successful bidder/applicant. In any case, such processes shall be managed in line with Maltese public procurement / recruitment regulations as may be applicable to NGOs from time to time. 4. Provide of the services of a site manager for the whole period during which works are to be carried out on site (circa 2 years) at the presently unrestored part of the ex-Deutsche Welle radio relay station at Xrobb l-Ghagin Natural Park to manage on an on-going basis the works which form part of the project. The site manager shall coordinate the works on site, including between different contractors, ensure timely action between them, avoid any conflict, ensure abidance with good trade practices and industry standards as well as direction given by project architect and engineer and so on and so forth to ensure proper implementation of the respective tenders in line with specifications therein. 5. Ensure proper implementation of all activities making up the project, in line with the modalities and timeframes indicated in the Grant Agreement including appendices. This shall include any ancillary works not covered by the Grant Agreement (such as the electricity sub-station); 6. Ensure full abidance with the latest visibility/publicity requirements applicable for ERDF projects in line with guidance issued from time to by the Managing Authority for ERDF funds and/or the European Commission; 7. Prepare any paperwork documenting checks on all invoices by contractors, confirming or otherwise that the works to which invoices refer have been debitly approved, works was actually carried out and therefore the cost actually incurred, and that there is proper traceability for each and every payment; 8. Prepare any paperwork related to the payment process, including supporting checks, to be provided to the NTM accountant and project auditor prior to eventual disbursement; 9. Prepare any paperwork related to requests for reimbursements from the Managing Authority for ERDF funds, including any supporting documentation; 10. Prepare any reports that may be required to the CEO/Executive President, NTM Board, Managing Authority and any other relevant stakeholder; 11. Ensure proper dissemination of results in line with applicable guidelines and activities planned for in the grant agreement. 12. Ensure proper record keeping in line with relevant regulations, guidelines, and best practices. 13. Facilitate of audits/checks by the Managing Authority, Audit Authority, EU institutions and any other body legally mandated to carry out verification in relation to EU funded projects. This shall include the pro-bono provision of such services BEYOND the timeframes of the project up to at least two calendar years from the 31 December following the submission of the accounts in which the final expenditure of the completed operation is included. Without prejudice, the contractor and relevant experts shall be available to meet the Managing Authority and other body involved in the management and/or auditing of EU funds and national or EU level as may be necessary, and this at no additional cost to the Contracting Authority. 14. All activities outlined herewith shall be achieved within the budgets allocated for this project as outlined in the Grant Agreement. |
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| 4.3 – Contract Management | |
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| *4.3.1* | *Responsible Body* |
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|  | The final beneficiary which will be responsible for managing the contract is Nature Trust (Malta) |
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| *4.3.2* | *Management Structure* |
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|  | The Contract, and hence the contractor, should contextualise their role within the established project management structure of ERDF.PA5.0121 – WILDLIFE REHABILITATION CENTRE.  Nature trust (Malta)’s CEO/Executive President will serve as ERDF.PA5.0121 – WILDLIFE REHABILITATION CENTRE’s Project Leader and hence the person designated to represent the Contracting Authority for the scope of this tender. A member of the Nature Trust (Malta) Board will assist him as a Project Contact Point. One volunteer veterinarian, with over 20 years experience, will provide technical advise on rehabilitation issues during project implementation phase. For the implementation of the project, the CEO/Executive President will set up a small internal project management team composed of the Project Contact Point and the accountant. The said volunteer veterinarian may participate in its meetings upon request. The Contractor and the project architect (to be recruited) will participate in the extended project management team. The team will answer to the Nature Trust (Malta) Board through the CEO/Executive President. The services of and architect, an engineer, a quantity surveyor and services related to quality control will be procured to provide external technical supervision, verification and certification of the quality (and quantities) of the works being carried out. The services of an auditor will be openly procured to provide the necessary comfort in terms of the internal processes for the management of funds allocated to the project and the expenses incurred. The auditor will report directly to the CEO/Executive President. |
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| *4.3.3* | *Facilities to be provided by the NGO and/or other parties* |
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|  | The site manager may make use of the facilities (such as bathrooms) within the Sustainability Development Centre adjacent to the site where the Wildlife Rehabilitation Centre will be developed. |
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| 5. Logistics and Timing | |
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| 5.1 – Location | |
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|  | Site within Xrobb l-Għaġin Natural Park, limits of Marsaxlokk, Malta. |
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| 5.2 - Commencement Date & Period of Execution | |
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|  | The period of execution of tasks shall commence as per Article 18.1 and shall run for a period of thirty-six (36) months |
|  |  |
| 6. Requirements | |
|  |  |
| 6.1 – Personnel | |
|  |  |
| *6.1.1* | *Other Experts* |
|  |  |
|  | CVs for experts other than the key experts are not examined prior to the signature of the contract.  The Contractor shall select and hire other experts as required according to the profiles identified in the Organisation & Methodology and/or these Terms of Reference.  All experts must be independent and free from conflicts of interest in the responsibilities accorded to them.  The selection procedures used by the Contractor to select these other experts shall be transparent, and shall be based on pre-defined criteria, including professional qualifications, language skills and work experience. The findings of the selection panel shall be recorded. The selection of experts shall be subject to approval by the NGO. |
|  |  |
| *6.1.2* | *Support Staff and Backstopping* |
|  |  |
|  | As appropriate. |
|  |  |
| 6.2 – Accommodation | |
|  |  |
|  | Office accommodation of a reasonable standard and of approximately 10 square metres for each expert working on the contract is to be provided by the Contractor. |
|  |  |
| 6.3 - Facilities to be provided by the Contractor | |
|  |  |
|  | The Contractor shall ensure that experts are adequately supported and equipped. In particular it shall ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support its activities under the contract and to ensure that its employees are paid regularly and in a timely fashion.  The Contractor shall be responsible for its office supplies, including any stationary and/or equipment necessary for the carrying out of the tasks outlined above, including in the provision of any electronic media to convey digital copes of any documentation and/or hard copies for the Contracting Authority’s consideration / signature.  If the Contractor is a consortium, the arrangements should allow for the maximum flexibility in project implementation. Arrangements offering each consortium partner a fixed percentage of the work to be undertaken under the contract should be avoided. |
|  |  |
| 6.4 – Equipment | |
|  |  |
|  | **No** equipment is to be purchased on behalf of the NGO / beneficiary country as part of this service contract or transferred to the NGO / beneficiary country at the end of this contract. Any equipment related to this contract which is to be acquired by the beneficiary country must be purchased by means of a separate supply tender procedure. |
|  |  |
| 7. Reports | |
|  |  |
| 7.1 - Reporting Requirements | |
|  |  |
|  | *NOTE: For the sake of disambiguity, this section details the reporting which the Contractor shall provide to the Contracting Authority to confirm how it is implementing the present tender. Any report due to the Managing Authority or other body involved in the management and/or auditing of ERDF funds by NTM (and which the Contractor shall be preparing) fall within the scope of this tender, but under Article 4 above and not under the present Section. It therefore follows that the interim and final progress reports below are additional to any required in Section 4.2 of these Terms of Reference.*  *To confirm how it is implementing the present tender, the Contractor shall provide to the Contracting Authority:*   * *A report accompanying /or forming part of each invoice, detailing the work in respect of which the costs are being charged.* * A final progress report and final invoice at the end of the period of execution. The draft final progress report must be submitted at least one month before the end of the period of execution of the contract. |
|  |  |
| 7.2 - Submission & approval of progress reports | |
|  |  |
|  | Copies of the progress reports referred to above must be submitted to the Project Leader/Contract Manager identified in the contract. The progress reports must be written in English. The Project Leader/Contract Manager is responsible for approving the progress reports. |
|  |  |
| 8. Monitoring and Evaluation | |
|  |  |
| 8.1 - Definition of Indicators | |
|  |  |
|  | The following shall be the indicators according to which the Contractor shall be assessed:  Timeliness: achievement of this indicator shall be measured in terms of the delivery of each activity in line with the timeframes as established by the grant Agreement. This shall include meeting and achieving each disbursement milestone therein or as may be communicated by the Managing Authority for ERDF funds.  Abidance with the principles of transparency and good governance and sound financial management: achievement of this indicator shall be measured in terms of acceptance by the Managing Authority of each and every request for reimbursement made. |
|  |  |
| 8.2 - Special Requirements | |
|  |  |
|  | Not Applicable |
|  |  |
|  |  |
|  |  |

# TENDERER’S TECHNICAL OFFER (ORGANIZATION & METHODOLOGY)

***The following are the key components to the Technical proposal and thus each section below is to be tailored by the Contracting Authority to the specific requirements of the tender and in particular should reflect what is requested in the Terms of Reference.***

***A technical offer is to be provided by the Economic Operator in response to Terms of Reference. The submission shall be in a structured form and is to be in the same sequence as listed hereunder for ease of reference and evaluation.***

**1.    RATIONALE**

|  |
| --- |
| Criterion A  The Bidder should comment on the objective of the present tender whilst keeping in view the Terms of Reference. The Bidder’s narrative should cover at least the following points:           One’s opinion in terms of tender rationale in particular of its objectives and expected results.           One’s assessment of Risks, Strengths, Weaknesses, Opportunities and Threats of the Project and possible ways to mitigate these |
| Criterion B  The Bidder should provide a detailed explanation and assessment of the tasks relevant to Activities 1 to 13 as per Section 4, Terms of Reference, Article 4.2. The Bidder’s narrative should cover at least the following points (Maximum marks per point in parenthesis):           Project Management objectives and goals           Plan for the administration and implementation of the Activity |

**2.    STRATEGY**

|  |
| --- |
| Criterion C    A detailed description of the approach proposed by the Bidder for the undertaking of the tasks comprising Activities 1 to 13 as per Section 4, Terms of Reference, Article 4.2. The Bidder’s narrative should cover at least the following points:           Approach to be adopted in particular with regards to sound financial management and any call guidelines, publicity requirements etc.           Approach to be adopted to ensure timely implementation of the works on site, in line with Call, project and tender requirements           Approach to be adopted to ensure fulfilment of Reporting requirements |
|  |
| Criterion D    The Bidder should provide detailed information about the organizational structure which will be working on the implementation of this tender. The Bidder’s narrative should cover at least the following points:           An Organisational Structure showing the role of the different Key Experts within the team to be working on the implementation of this tender, and their relationship to each other together with an explanation of the tasks that each member will be carrying out.           Key expert/s having a project management certification (or comparable) such as but not necessarily limited to Prince 2 or PMBOK. |
| Criterion E    The Bidder should provide information about the knowledge of the key-expert/s working on the project with EU and national environmental legislation as well as tourism policy/studies, in particular with relevance to the approach being adopted by NTM to valorise cultural and natural heritage through the said project. |
| Criterion F to I  The Bidder should provide information about the knowledge of the key-expert/s working on the implementation of this tender, and how they relate to the goals of this tender.  The Bidder’s narrative should indicate the key expert by name (these should mirror details in the key expert form), and indicate how s/he meets, at least the following:           (Criterion F) Knowledge of Maltese Public Procurement regulations           (Criterion G) Knowledge about the management of EU funds           (Criterion H) Knowledge of the management of similar EU funded projects           (Criterion I) Knowledge about site management  Each key expert shall be able to communicate in Maltese and English, and be in possession of at least an MQF Level 3 certification in both languages. A CV should be included for each key expert as part of the technical offer. |

**3.    TIMETABLE OF ACTIVITIES**

The Bidder should provide a Gantt chart showing the timely execution of the contract activities. The Bidder’s Gantt chart should cover at least the following points (Maximum marks per point in parenthesis):

         The timing, sequence and duration of the proposed activities, taking into account the given timeframes

         The identification and timing of major milestones in execution of the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the Terms of reference

**The narrative, in total, should not be more than five pages long, with a font size not smaller than font 10.**

# SECTION 5 – SUPPLEMENTARY DOCUMENTATION

## 5.1 – Draft Contract Form

## 5.2 – Glossary

## 5.3 – Specimen Performance Guarantee

## 5.4 – Specimen Tender Guarantee

These are available to view and download from the ‘Resources Section’ at:

[www.etenders.gov.mt](http://www.etenders.gov.mt)

## 5.4 – General Conditions of Contract

The full set of General Conditions for Works Contracts (Version 2.0), for Supplies Contracts (Version 2.0) and for Services Contracts (Version 2.0) can be viewed/downloaded from the ‘Resources Section’ at:

[www.etenders.gov.mt](http://www.etenders.gov.mt)

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.