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| **REFERENCE NUMBER:** | **ERDF.05.121 – Tender 002** |
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| **Tender for the Services of Architect and Civil Engineer, and Quantity Surveyor in connection with ERDF Project ERDF.05.121 – Wildlife Rehabilitation Centre** |
| **Date Published:** | **Saturday 22nd June 2019** |  |
| **Deadline for Submission:** | **Friday 19th July 2019** | **at 12:00am CET/CEST** |
| **Tender Opening:** | **Friday 19th July 2019** | **At 12:00am 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 FundCo-financing rate: 80% European Union; 20% National Funds |  |

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| **IMPORTANT** |
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| **Nature Trust Malta**Contact details (c/o Xrobb l-Għaġin Nature Park and Sustainable Development Centre, Triq Xrobb l-Għaġin, Marsaxlokk, Malta, (+356) 21313150, info@naturetrustmalta.org) |

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# SECTION 1 – INSTRUCTIONS TO TENDERERS

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|  | 1. General Instructions |
|  |  |
| 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 *Xrobb l-Għaġin Nature Park and Sustainable Development Centre, Triq Xrobb l-Għaġin, Marsaxlokk, Malta*. 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 the following services:* Services of an Architect and Civil Engineer for the drafting of technical specifications, supervision and certification of construction and other civil works
* Services of a quantity surveyor the measurement of works and the assessment

of the relative prices,related to the Wildlife rehabilitation Centre to be established at Xrobb l-Għaġin, as part of ERDF.05.121 – WILDLIFE REHABILITATION CENTRE |
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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-Għaġin 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).** |
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| 1.4 | This is a global price contract. |
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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 – FEE Malta*. |
| 1.7 | This tender is not a reserved contract. |
|  | 2. Timetable |
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| 2. |

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| --- | --- | --- |
|  | DATE | TIME |
| Clarification Meeting/Site Visit (Refer to Clause 6.1) | Monday 8th July 2019 | 10:00 hrs |
| Deadline for request for any additional information from the NGO**Clarification requests should be addressed to: *info@naturetrustmalta.org*** | Thursday 11th July 2019 | 12:00 hrs(noon) |
| Last date on which additional information can be issued by the NGO | Monday 15th July 2019 | 12:00 hrs(noon) |
| 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) | Friday 19th July 2019 | 12:00 hrs(noon) |
| \* All times Central European Time (CET) / Central European Summer Time (CEST) as applicable |

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|  | 3. Lots |
|  |  |
| 3.1 | This tender is divided into lots. Tenderers may submit a tender for one lot only **OR** several lots (one or more lots) **OR** all of the lots. |
|  |  |
| 3.2 | The tenderer must offer the whole of the quantity or quantities indicated for each lot. Under no circumstances will tenders for part of the quantities required be taken into consideration. Each lot may form a separate contract and the quantities indicated for different lots will be indivisible. |
|  |  |
| 3.3 | Contracts will be awarded lot by lot, in accordance with the award criteria at Article 9. |
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| 4.1 | 4. Variant SolutionsVariant 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 |
| 5.2  | The Contracting Authority of this tender is *Nature Trust Malta* |
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|  | 6. Clarification Meeting/Site Visit/Workshop |
|  |  |
| 6.1 | A clarification meeting/site visit will be held on the date and time indicated in Clause 2, at Xrobb l-Għaġin Nature Park to answer any questions on the tender document which have been forwarded in writing, or are raised during the same meeting. Minutes will be taken during the meeting, and these (together with any clarifications in response to written requests which are not addressed during the meeting) shall be posted online on the NGOs website as a clarification note as per Clause 6.1 of the General Rules Governing Tendering for NGOs (version 1.0). Meetings between economic operators and the NGO, other than that provided in this clause during the tendering period are not permitted.  |
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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)(ii) | No Bid Bond is required.(Note 1)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.  |
|  | (iiii)(iv) | Power of Attorney (if applicable) (Note 2A)Information re Joint Venture/Consortium (Note 2A) |
|  | (B) Exclusion (including Blacklisting) and Selection Criteria – information to be submitted through the completion of the following declaration forms: |
|  | (i) | Declaration concerning exclusion grounds  |
|  | (ii) | Declaration concerning *Selection Criteria*  |
|  |  |
|  | **(C) Technical Specifications** |
|  |  |
|  | (i) | The bidder is to comply with the technical specifications as outlined under Section 4 (Terms of Reference) of this tender document and submit the following documentation:Tenderer’s Technical Offer (Organisation and Methodology) in response to specifications. (Note 3) Key Expert/s proposed for the execution of the contract as per Form marked Key Personnel form, together with the Statement of Exclusivity and Availability Form and CVs for all staff proposed for the execution of the contract. The Self-declaration form for Key Experts (relating to public employees) is also to be provided, where applicable. (Note 2A) |
|  | **(D) Financial Offer** |
|  |  |
|  | (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.(Note 3) |
|  |  |
|  | **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.  |
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| 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/sub-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. The score given to the criterion/ sub criterion (out of 100) will be multiplied by the weighting indicated against each criterion/ sub criterion. 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.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 ScoreThe financial offers for tenders which were not eliminated during the technical evaluation 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 ConsideredThe BPQR will be awarded to the offer that has obtained the highest score after adding the respective technical and financial scores as visualized below; |
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| 9.3 | Evaluation Grid |
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| **Criteria/ Sub Criteria** | **Weighting (%)** | **Threshold (%) \*** |
| --- | --- | --- |
| Rationale |  |  |
| Criterion A\*Bidder/s should submit a writeup\* demonstrating an understanding of the terms of tender rationale in particular of its objectives and expected results (refer in particular to article 2 of the ToR). Bidders’ submission will be evaluated in terms of ability to sum up tender rationale, objective and results in a clear, concise manner. | 10From 0% to 100% |  |
| Criterion B\*Bidder/s should submit a writeup\* demonstrating own assessment of Risks of the Project and possible ways to mitigate these (refer in particular to article 3 of the ToR). Bidders’ submission will be evaluated in terms of whether risks and mitigating factors are relevant or not, as well as by considering exhaustiveness of risks considered and coherence of risk mitigation strategy.  | 10From 0% to 100% |  |
| Criterion C\*Bidder/s should submit a writeup\* providing assessment of own Strengths, and Weaknesses with regards to the tender implementation as well as how one intends to mitigate own weaknesses (refer in particular to article 3 of the ToR). Bidders’ submission will be evaluated in terms of whether Strengths and Weaknesses are relevant, and coherence of weakness mitigation strategy. | 5From 0% to 100% |  |
| Strategy |  |  |
| Criterion D\* Bidder/s should submit a writeup\* providing a detailed description of the approach proposed one/they intend to adopt for the undertaking of the tasks as per Section 4, Terms of Reference, article 4.2 (Specific Activities) The narrative should cover at least the following points (Weighting per sub-criterion in parenthesis) (mandatory):* Approach to be adopted in particular with regards to the drafting of the Technical Specifications. (5 marks)
* Approach to be adopted to ensure adequate supervision of works, particularly keeping in view that there will be an external Site Manager on site. (5 marks)

The submission will be evaluated in terms of appropriateness and relevance of the proposed approach, internal coherence, and level of detail. | 10From 0% to 100% |  |
| Criterion E\*Bidder/s should submit a writeup\* providing detailed relevant information about the knowledge possessed about Sustainable Construction and Design, including on Energy Efficiency measures and Building rehabilitation and showing relevant academic proficiency (refer in particular to article 2.3, and Section 4 of the ToR) (mandatory).The submission will be evaluated in terms of bidder’s command of the subject matter and the relevant policy, theoretical and technical framework including through appropriate citations as necessary as well as relevant academic proficiency. Conciseness, internal coherence, and level of detail will also be sought. | 10From 0% to 100% |  |
| Criterion F\*Bidder/s should submit a writeup\* providing detailed relevant information about the knowledge possessed about restoration and repair of reinforced concrete structures and showing relevant academic proficiency (refer in particular to article 2.3, and Section 4 of the ToR)(mandatory).The submission will be evaluated in terms of bidder’s command of the subject matter and the relevant policy, theoretical and technical framework including through appropriate citations as necessary as well as relevant academic proficiency. Conciseness, internal coherence, and level of detail will also be sought. | 10From 0% to 100% |  |
| Criterion G\*Bidder/s should submit a writeup\* providing detailed relevant information about the knowledge possessed about Sensor systems in Buildings, smart buildings and structures and showing relevant academic proficiency (refer in particular to article 2.3, and Section 4 of the ToR) (mandatory).The submission will be evaluated in terms of bidder’s command of the subject matter and the relevant policy, theoretical and technical framework including through appropriate citations as necessary as well as relevant academic proficiency. Conciseness, internal coherence, and level of detail will also be sought. | 10From 0% to 100% |  |
| Criterion H\*Bidder/s should submit a writeup\* providing relevant information about the knowledge possessed about Materials Engineering and structural properties of materials and showing relevant academic proficiency (refer in particular to article 2.3, and Section 4 of the ToR)(mandatory).The submission will be evaluated in terms of bidder’s command of the subject matter and the relevant policy, theoretical and technical framework including through appropriate citations as necessary as well as relevant academic proficiency. Conciseness, internal coherence, and level of detail will also be sought. | 10From 0% to 100% |  |
| Criterion I\*Bidder/s should submit a writeup\* providing relevant information about the knowledge possessed about quality management and quality assurance and showing relevant academic proficiency (refer in particular to article 2.3, and Section 4 of the ToR)(mandatory).The submission will be evaluated in terms of bidder’s command of the subject matter and the relevant policy, theoretical and technical framework including through appropriate citations as necessary as well as relevant academic proficiency. Conciseness, internal coherence, and level of detail will also be sought. | 10From 0% to 100% |  |
| TIMETABLE OF ACTIVITIES |  |  |
| Criterion J\*The Bidder should provide a Gantt chart showing the timely execution of the contract activities, keeping in view that the works should be completed within a period of circa 12 to 18 months. 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)

The submission will be evaluated in terms of aptness of the allocated timeframes, ability of such timeframes to enable completion of project within indicated timeframes, visibility of reporting requirements. | 10From 0% to 100% |  |
| Criterion K\*Bidder/s should submit a writeup\* providing a reflection on the major milestones and contingencies embedded in the time plan. (5 marks) (mandatory)The submission will be evaluated in terms of appropriateness and relevance of the issues identified in the reflection about the importance of the milestones and how they contribute to the overall success of the project as well as relevance of contingencies factored into the time-plan and ability to cushion unexpected eventualities without jeopardizing the success of the project. | 5From 0% to 100% |  |
| **Total Criteria Weight** | **100** |  |

 |
|  | \* NB: It is up to the bidder to identify the most appropriate length of the write-up in respect of each criterion above, with the proviso, however, that aggregately the narrative (hence excluding Gantt Chart in Criterion I) should not be more than five pages long, with a font size not smaller than font 10.  |

# 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 2: Notices and Written Communications |
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| **2.4** | Any communication shall be carried out with:Nature Trust Malta, Wied Għollieqa Environment Centre,Lower Level, Car Park 1,University of Malta, Msida.Email: info@naturetrustmalta.org |
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|  | Article 5: Supply of Information |
|  |  |
| **5.1** | As per General Conditions. |
|  |  |
|  | Article 6: Assistance with Local Regulations |
|  |  |
| **6.1** | As per General Conditions. |
|  |  |
|  | Article 7: Obligations of the Contractor |
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| **7.12** | Each Contractor shall, within 15 calendar days of receipt of the contract, sign and date the contract and return it together with a copy of the Performance Guarantee. The Contractor is further obliged to forward the original performance guarantee to the Contracting Authority. The Contract will not be endorsed by the Contracting Authority/Central Government Authority until the performance guarantee is submitted. The amount of the guarantee shall not exceed 4% where the amount of the total contract value is between €10,000 and €500,000 ex VAT, and 10% where the amount of the total contract value is €500,000 or above. |
| **7.15** | As per General Conditions |
|  | Article 13: Medical, Insurance and Security Arrangements |
|  |  |
| **13.2** | As per General Conditions. |
| **13.3** | As per General Conditions. |
|  |  |
|  | Article 14: Intellectual and Industrial Property Rights |
|  |  |
| **14.3** | As per General Conditions. |
|  |  |
|  | 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). |
|  |  |
|  | Article 16: Personnel and Equipment |
|  |  |
| **16.4** | As per General Conditions. |
|  | Article 18: Execution of the Contract |
|  |  |
| **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 maximum period of thirty-six (36) months. Without prejudice, should the project ERDF.05.121 – WILDLIFE REHABILITATION CENTRE require any extension to the timeframes as established in the Grant Agreement, each 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. |
|  | 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. |
|  |  |
|  | 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.05.121 – 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. |
|  |  |
|  | Article 20: Amendment of the Contract |
|  |  |
| **20.2** | As per General Conditions. |
|  | Article 24: Interim and Final Progress Reports |
|  |  |
| **24.1** | Not applicable. |
| **24.1** | Further to the provisions of the General Conditions, each successful bidder for each lot shall provide the reports as outlined in Section 4 (Terms of Reference). |
|  | Article 26: Payments and Interest on Late Payment |
|  |  |
| **26.1** | This tender is a global-price service contract. Further to the provisions of the General Conditions, the pre-financing guarantee is set at 40% and must be provided in the form of a bank guarantee. The Financial Guarantee as defined in Article 27 should be submitted to the Contracting Authority within 30 days of receipt of the Contract signed by both Parties, together with a request for the pre-financing payment.Payment will be effected as follows:

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| --- | --- |
| **Narrative** | **Percentage (%)** |
| Pre-financing Payment | 40% |
| Drafting of technical specs relative to the different tenders | 30% |
| Balance paid upon certification of all works\* | 20% |
|  **TOTAL** | **100%** |

\*The balance of the contract value stated within 30 days of the approval by the Contracting Authority. A final progress report shall accompany the final invoice. Such approval or rejection may not be delayed by more than 30 days. |
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| **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 final invoice issued following the certification of works. |
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| 30.1 | Article 30: Revision of PricesNot Applicable |
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| 30.5 | No additional payment shall be due, over and above that stipulated in the awarded contract value, for the carrying out of any measurements on works executed. |
|  |  |
|  | Article 32: Breach of Contract |
|  | As per General Conditions. |
|  | Article 39: Further Additional Clauses |
|  | Not Applicable |

# SECTION 4 –SPECIFICATIONS/TERMS OF REFERENCE (Note 3)

**Terms of Reference**

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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 – FEE Malta |
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| 1.3 - Relevant Country Background |
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|  | The aim of the ERDF PROJECT ERDF.05.121 – 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. |
|  |  |
| 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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|  | NTM is involved in different activities relevant to the project, in particular the management of different Natura 2000 sites where wildlife rehabilitated at the Wildlife rehabilitation Ventre may be released if rehabilitation is successful. Furthermore 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: |
|  | Keeping in view the fact that the project was approved for EU funding on the basis of a specific development permit and specific bills of quantities forming part of the application submission, the professionals being engaged through this tender documents shall be expected to carry out any works pertinent to their profession, which may be necessary for the successful completion of the Wildlife rehabilitation Centre within the project timeframes as per grant agreement with the Managing Authority. |
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| 2.2 - Specific Objectives |
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|  | The objectives of this contract [which are not necessarily those of the project] are as follows: |
|  | The Architect and Civil Engineer, within the timeframes as requested by the Contracting Authority, each within the remit afforded by the respective qualification and warrant, * Revisit and update the BOQs which had been prepared at application stage
* Provide the necessary designs (architectural, structural, services’ designs) necessary to facilitate the implementation of the works. Such designs shall optimise energy performance of the building.
* Prepare Technical Specifications for the Tenders to be published as part of the project implementation
* Assist in the adjudication of the relevant tender documents, in particular by supporting the technical evaluation thereof
* Supervise works and coordinate the installation of the smarty sensor systems to ensure ongoing monitoring of the building performance.
* Supported by the Quantity Surveyor and third-party quality assurance and control, certify the Works carried out by third parties.
* Provide supporting reports in respect of each of the above

The Quantity Surveyor shall, within the timeframes as requested by the Contracting Authority, * Supported by the Architect and Civil Engineer as necessary in respect of the measurement of civil, finishing and M&E works carried out by third parties.
* Provide a report in respect of measurement event
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| 2.3 - Results to be Achieved by the Consultants |
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|  | The Architect and Civil Engineer shall, within the timeframes as requested by the Contracting Authority, within the remit afforded by his qualification and warrant, shall achieve the following results:1. Finalization of Technical Specifications, inclusion of BOQs, for the tenders related to the following:
	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. 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);
	3. 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);
	4. Water pumping system including the excavation of a borehole for the extraction of sea water and ancillary systems;
	5. Building structural health and building performance monitoring system including sensors and data logging for monitoring and research purposes;
2. Input towards the drafting of Technical Specifications, inclusion of BOQs, for the tenders related to the following:
	1. 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;
	2. 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;
	3. 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.
3. Provide Certification of works, carried out in respect of each of the said tenders. Works certified shall be substantiated as necessary by third party reports relative to quality control (subject of a separate tender), as well as photographic evidence. Each report shall detail the methodology adopted,

The Quantity Surveyor shall, within the timeframes as requested by the Contracting Authority, shall achieve the following results: 1. Accurate measurement in respect of the measurement of civil, finishing and M&E works carried out by third parties
2. A report detailing each measurement carried out substantiated by photographic evidence. Each report shall detail the methodology adopted.
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| 3. Assumptions and Risks |
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| 3.1 - Assumptions Underlying the Project Intervention |
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|  | * Each Contractor is flexible and capable of respecting specific targets within the stipulated deadlines;
* Each Contractor is to ensure adherence to the proposed deadlines without jeopardising the quality of work;
* Each Contractor will be expected to address any issues and concerns which may arise during the implementation of the tender and undertake the necessary consultation with all relevant stakeholders. In particular close co-operation and discussions on the resulting issues and concerns need to be undertaken with the Contracting Authority and the Project Management Contractor;
* Inspection and/or verification services will need to be carried out during normal and outside office hours, even during weekends and public holidays, if the need arises;
* High quality and timely reporting (including language and presentation) is expected;
* Each task will be deemed concluded once the relevant document/report is endorsed by the Contracting Authority, possibly following discussions and meetings with the Contracting Authority and/or other stakeholders such as the project management contractor and other professionals contracted under the present tender.
* Each Contractor has to ensure availability of the Key Expert/s for the duration of the assignment;
* Each Contractor has to ensure the availability of the required expertise including the adequate skills and the necessary resources within the stipulated time frame and in line with the budget proposed by the Contractor.
* Each Contractor has to take note of the Contracting Authority’s publicity requirements, as proposed in Manual of Procedures regulating ERDF funds and ensure compliance with these requirements in all reports prepared.
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| 3.2 – Risks |
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|  | The Contracting Authority has identified the following risks which may impact the implementation of the present tender:* Delays in the commencement of the contract due to lengthy tender evaluation processes and appeals;
* Delays in the project implementation, inter alia associated with delays in other tenders’ procurement process and/or implementation;
* Fluctuating workloads, given the nature of the service required by the tender/contract;
* Lack of coordination with other contractors/suppliers.
* The possibility of unforeseen delays by the Contracting Authority in providing feedback and data due to other deadlines/commitments as well as delays by the Contractor in obtaining timely information from stakeholders.
* Any other risks which may be identified by the bidder/s in their tender offer
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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 Architect and Civil Engineer as well as the Quantity Surveyor 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 sorts 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 catered for by the present project). 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 BOQs1. 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 includes activities relating for project management (already contracted), financial control and auditing and communication/publicity activities as well as the procurement of services of an architect, an engineer, and a quantity surveyor (these three are the subject of the present tender) and services related to quality control (to be contracted as necessary). |

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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 Architect and the Engineer shall, within the timeframes as requested by the Contracting Authority, each within the remit afforded by the respective qualification and warrant, shall carry out the following tasks:1. Finalization of Technical Specifications, inclusion of BOQs, for the tenders related to the following:
	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. 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);
	3. 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);
	4. Water pumping system including the excavation of a borehole for the extraction of sea water and ancillary systems;
	5. Building structural health and building performance monitoring system including sensors and data logging for monitoring and research purposes;
2. Furthermore, he may be asked to assist as necessary in the drafting of Technical Specifications, inclusion of BOQs, for the tenders related to the following:
	1. 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;
	2. 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;
	3. 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.
3. Provide supervision of works relative to the above works.
4. Provide Certification of works, carried out in respect of each of the said tenders. Works certified shall be provided through a report which shall include: i) third party reports relative to quality control (subject of a separate tender), ii) photographic evidence of the works being certified, and iii) the methodology adopted. Certificate shall confirm that Architect and Civil Engineer is satisfied that relevant, reliable and sufficient evidence exists that, in accordance with the requirements of the contract one is supervising and certifying:
	1. the tasks have been properly performed; and
	2. the amounts claimed by the contractor(s) have actually and necessarily been incurred
5. Produce a final report to accompany the last invoice.

The Quantity Surveyor shall, within the timeframes as requested by the Contracting Authority, shall achieve the following results: 1. Accurate measurement in respect of the measurement of civil, and finishing works carried out by third parties
2. A report detailing each measurement carried out substantiated by photographic evidence. Each report shall detail the methodology adopted.

All contractors shall ensure abidance with the Contracting Authority’s publicity obligations, as proposed in Manual of Procedures regulating ERDF funds and Visual Identity Guidelines 2014 – 2020 in all reports prepared.  |
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| 4.3 - Project Management |
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| *4.3.1* | *Responsible Body* |
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|  | This Tender/Contract is managed by Nature Trust – FEE Malta, assisted as necessary by its Project Managers |
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| *4.3.2* | *Management Structure* |
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|  | The Contract, and hence the contractors, should contextualise their role within the established project management structure of ERDF.05.121 – WILDLIFE REHABILITATION CENTRE.Nature trust (Malta)’s CEO/Executive President is the ERDF.05.121 – 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 as necessary technical advice on rehabilitation issues during project implementation phase. For the implementation of the project, the CEO/Executive President has 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 Architect and Civil Engineer will participate in the extended project management team as necessary together with the Project Manager/s. 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 necessary office space and facilities, including access to printers, fax, photocopiers and telephone facilities, other IT equipment must be provided by the Contractors chosen to perform the duties required by this Tender document. No equipment is to be purchased on behalf of the Contracting Authority as part of this service contract or transferred to the Contracting Authority at the end of this contract.  |
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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 **up to** thirty-six (36) months from the signature of the contract.  |
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| 6. Requirements |
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| 6.1 – Personnel |
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| *6.1.1* | *Key Experts* |
|  | Bidders must satisfy the below requirements and submit the relevant documentation related to the nominated experts as referred to below. |
| i)ii) | In respect of Lot 1, the Key Expert shall be a warranted Architect and Civil Engineer, who shall: 1. have in his possession, or has been approved for the award of, at least a recognised qualification rated at Level 7 within the Malta Qualification Framework in architecture;
2. A warrant to practice as a Perit in Malta issued by the Periti Warranting Board;
3. Able to communicate in the Maltese and English languages (both written and spoken).

In respect of Lot 2, the Key Expert shall be a Quantity Surveyor, who shall: 1. have in his possession, or has been approved for the award of a Higher Technician Diploma is rated at Level 5 within the Malta Qualification Framework (subject to a minimum of 60 ECTS/ECVET credits, or equivalent, with regard to programmes commencing as from October 2003). A person in possession of an MQF Level 4 appropriate recognised qualification (subject to a minimum of 120 ECTS/ECVET credits, or equivalent, with regard to programmes commencing as from October 2003) followed by two (2) years proven appropriate experience shall be deemed to satisfy the clause 'Higher Technician Diploma or appropriate equivalent qualification’ found under paragraph 4.1(b);

or,1. have in his possession, or has been approved for the award of, at least a recognised qualification at MQF Level 6 in architecture;
2. Able to communicate in the Maltese and English languages (both written and spoken).

With respect to any presented foreign qualifications, applicants are required to produce a recognition statement by the Malta Qualifications Recognition Information Centre (MQRIC) based within the National Commission for Further and Higher Education |
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| *6.1.2* | *Other Experts* |
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|  | CVs for experts other than the key experts are not examined prior to the signature of the contract. The Contractor/s 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 Consultant 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. |
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| *6.1.3* | *Support Staff and Backstopping* |
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|  | As appropriate. |
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| 6.2 – Accommodation |
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|  | 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. |
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| 6.3 - Facilities to be provided by the Consultant |
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|  | Each Contractor shall ensure that own 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.Each 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 a 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. |
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| 6.4 – Equipment |
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|  | **No** equipment is to be purchased on behalf of the NGO as part of this service contract or transferred to the NGO 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 |
|  |  |
|  | The/Each Contractor shall provide the following reports:* Site visits during project supervision has to be followed by a brief report and supported as necessary by good quality photographic evidence. Without prejudice to the said site-visit reports, though included in such reports, Contractors shall provide immediate notice to the Contracting Authority of any irregularities found on site.
* Brief report attached to each invoice, substantiating the request for payment.

The Architect and Civil Engineer shall provide Certification Reports, including interim certification reports to allow payment to third party contractors. Such reports shall include: i) third party reports relative to quality control (subject of a separate tender), ii) photographic evidence of the works being certified, iii) Measurement reports provided by the Quantity Surveyor, and iv) the methodology adopted. Certificate shall confirm that the Architect and Civil Engineer is satisfied that relevant, reliable and sufficient evidence exists that, in accordance with the requirements of the contract one is supervising and certifying.The Quantity Surveyor shall provide Measurement Reports, including interim Measurement reports to allow payment to third party contractors. Such reports shall include: i) photographic evidence of the works being certified, ii) the methodology adopted.  |
|  |  |
| 7.2 - Submission & approval of progress reports |
|  |  |
|  | Each contractor must submit at least one (1) physical copy and one (1) soft copy (both PDF and Word) of all the reports/presentations mentioned above. These reports must be written in English and are subject to approval by the Contracting Authority. |
|  |  |
| 8. Monitoring and Evaluation |
|  |  |
| 8.1 - Definition of Indicators |
|  |  |
|  | The following shall be the indicators according to which each 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.Quality: This indicator shall be qualitatively measured in terms of each Contractor’s ability to provide quality work in terms of each deliverable forming part of this tender document. This shall include quality technical specification (measured in terms of lack of to and froing with tender approval bodies), quality of work by third party tenders, and quality of certification reports and invoice-attached reports (measured in terms of approval for payment of the relative costs by the Managing Authority). |
|  |  |
| 8.2 - Special Requirements |
|  |  |
|  | Not Applicable. |
|  |  |
|  |  |
|  |  |

# 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, for Supplies Contracts and for Services Contracts (latest version as applicable on the date of the publication of this tender) 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.