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| **REFERENCE NUMBER:** | **ERDF.05.121 – Tender 003** | | |
|  |  | | |
| **Tender for Deconstruction of Existing Boundary wall and Construction of New Boundary Wall (including fence) at Xrobb l-GĦaĠin Natural Park as part of**  **ERDF Project ERDF.05.121 – Wildlife Rehabilitation Centre** | | | |
| **Date Published:** | **10 December 2019** | |  |
| **Deadline for Submission:** | **15 January 2019** | | **at 12:00am CET/CEST** |
| **Tender Opening:** | **15 January 2019** | | **at 12:00am CET/CEST** |
|  | | | |
| |  |  |  | | --- | --- | --- | |  | 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 |  | | | | |
|  | | | |
| **IMPORTANT** | | | |
|  | | | |
| **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

|  |  |  |
| --- | --- | --- |
|  | 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 works:   * Deconstruction of the existing perimeter wall. * Sorting of material to allow the selection of stones from the deconstructed wall for reuse within the new boundary wall and carting away all material which may not be re-used * Supply, delivery & laying of weathered stone wall. * Supply, delivery & laying of chain-link boundary wall.   related to the Wildlife Rehabilitation Centre to be established at Xrobb l-Għaġin, as part of ERDF.05.121 – WILDLIFE REHABILITATION CENTRE | |
|  |  | |
| 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).** | |
|  |  | |
| 1.4 | This is a unit-price contract. | |
|  |  | |
| 1.5 | This call for tenders is being issued under an open procedure. | |
|  |  | |
| 1.6 | The beneficiary of this tender is *Nature Trust – FEE Malta*. | |
| 1.7 | This tender is not a reserved contract. | |
|  | 2. Timetable | |
|  |  | |
| 2. | |  |  |  | | --- | --- | --- | |  | DATE | TIME | | Clarification Meeting/Site Visit (Refer to Clause 6.1) | Thursday  19 December 2019 | 08:30 hrs | | Deadline for request for any additional information from the NGO  **Clarification requests should be addressed to: *info@naturetrustmalta.org*** | Tuesday  7 January 2020 | 12:00 hrs  (noon) | | Last date on which additional information can be issued by the NGO | Saturday  11 January 2020 | 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) | Wednesday  15 January 2020 | 12:00 hrs  (noon) | | \* All times Central European Time (CET) / Central European Summer Time (CEST) as applicable | | | | | |
|  |  | |
|  | 3. Lots | |
|  |  | |
| 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. | |
| 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 | |
| 5.2 | The Contracting Authority of this tender is *Nature Trust Malta* | |
|  |  | |
|  | 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. | |
|  |  | |
|  | 7. Selection and Award Requirements | |
|  |  | |
|  | 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. | |
|  |  | |
|  | **(A) Eligibility Criteria** | |
|  |  | |
|  | (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. |
|  | (iii)  (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** | |
|  | 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: | |
|  | (i) | Tenderer’s Technical Offer in response to specifications – This shall include a method statement about how the bidder intends to carry out the works. An indicative template is provided for ease of submission, though bidders may opt to use own format provided they provide all the requested information. (Note 3) |
|  | (ii) | Key Experts Form, the Statement of Exclusivity and Availability Form |
|  | (iii) | Literature as per Form marked ‘Literature List’ to be submitted with the Technical offer at tendering stage. No changes to the information provided in the Literature submitted will be allowed. Literature submitted shall be rectifiable only in respect of any missing documents. (Note 2B) |
|  | (iv) | No Samples will be requested at evaluation stage to supplement the technical offer submitted. |
|  | **(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 works 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 | |
|  |  | |
| 9.1 | The sole award criterion will be the price. The contract will be awarded to the tenderer submitting the cheapest priced offer satisfying the administrative and technical criteria. | |
|  |  | |

# 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

|  |  |  |
| --- | --- | --- |
| **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.** | | |
| Article 2: Law and language of the Contract | | |
| The Laws of Malta shall apply in all matters not covered by the provisions of the contract. | | |
| The language used shall be English. | | |
| Article 3: Order of Precedence of Contract Documents | | |
| The contract is made up of the following documents, in order of precedence:  (a) the Contract;  (b) the Special Conditions;  (c) the General Conditions;  (d) the Contracting Authority’s technical specifications and design documentation;  (e) the Contractor’s technical offer, and the design documentation (drawings);  (f) the bill of quantities/financial bid (after arithmetical corrections)/breakdown;  (g) the tender declarations in the Tender Response Format;  (h) any other documents forming part of the contract.  Addenda have the order of precedence of the document they are modifying. | | |
| Article 4: Communications | | |
| Any communication shall be carried out with:  Nature Trust Malta,  c/o Xrobb l-Għaġin Nature Park and Sustainable Development Centre,  Triq Xrobb l-Għaġin, Marsaxlokk, Malta  Email: [info@naturetrustmalta.org](mailto:info@naturetrustmalta.org)  Communications shall preferably be carried out by email.  Any requests for clarifications and the relevant reply shall be posted online on the website [www.naturetrustmalta.org](http://www.naturetrustmalta.org) in an anonymised form. | | |
| Article 5: Supervisor and Supervisor's Representative | | |
| As per General conditions | | |
| Article 8: Supply of Documents | | |
| The Contractor shall not be required to submit any documents to the Contracting Authority. | | |
| Article 10: Assistance with Local Regulations | | |
| As per General Conditions. | | |
|  | | |
| Article 11: The Contractor’s Obligations | | |
| Without prejudice to the General Conditions, the Contractor shall be bound with the following obligations:   * T*he contractor binds himself to adhere to the conditions imposed in the Planning Permit, that is, the approved drawings, document and conditions imposed in Planning Permit PA NO/1659/17 and PA No / 1660/17 as approved by the Planning Authority.* * The Programme of Works identified as part of Article 11.9 of the General Conditions shall be construed to be the Programme of Works submitted by the bidder at Tendering Stage together with the Tender document. * With regards to Article 11.11 of the general Conditions, during tender implementation, the Contractor shall not be required to submit any drawings whatsoever. * Any correspondence related to the contract shall be delivered to the address specified by the Contractor in the tender Form. The Contractor is bound to notify the Contracting Authority immediately of any change to the said address. If the Address is established in any other Eu country, the Contractor shall designate an agent based in Malta, and provide the address of such an agent. Mutatis mutandis, any change of address shall be notified immediately to the Contracting Authority. * During the execution of the contract, any communication, including any documents and/or drawings shall be submitted to the Supervisor by email. The Supervisor shall review the relevant communication internally and reply in writing. | | |
|  | | |
| Article 13: Performance Guarantee | | |
| 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 copy of the Performance Guarantee forwarded to the Central Government Authority is to be endorsed by the Contracting Authority prior to submission. The Contractor is therefore obliged to forward the original Performance Guarantee to the Contracting Authority. The amount of the guarantee shall be 4% where the amount of the total contract value is between €10,000 and €500,000 exclusive of VAT, and 10% where the amount of the total contract value is €500,000 or above. | | |
|  | | |
| The performance guarantee shall be in the format given in Section 5 and shall be provided in the form of a bank guarantee. It shall be issued by a bank in accordance with the eligibility criteria applicable for the award of the contract. | | |
| The performance guarantee shall be released as per Article 13.9 of the General Conditions. | | |
| Article 14: Insurance | | |
| As per general conditions | | |
|  | | |
| Article 15: Performance Programme (Timetable) | | |
| The Contractor shall complete the relevant work as follows: | | |
| Deliverable | From commencement date |
| Deconstruction of existing Perimeter Wall | Four (4) weeks |
| Sorting of Materials and carting away of non-reusable materials | Four (4) weeks |
| Supply, delivery & laying of weathered stone wall. | Twelve (12) weeks |
| Supply, delivery & laying of chain-link boundary wall | Twelve (12) weeks |
| Article 17: Contractor’s Drawings/Diagrams | | |
| N/A | | |
| Article 18: Tender Prices | | |
| As per General Conditions | | |
|  | | |
| Article 22: Interference With Traffic | | |
| N/A | | |
|  | | |
| Article 25: Demolished Materials | | |
| As per General Conditions | | |
|  | | |
| Article 26: Discoveries | | |
| As per General Conditions | | |
| Article 28: Soil Studies | | |
| N/A | | |
|  | | |
| Article 30: Patents and Licences | | |
|  | | |
| As per General Conditions | | |
|  | | |
| Article 31: Commencement Date | | |
|  | | |
| The commencement date for the performance of the contract shall be construed to read as the date of last signature on the contract. | | |
|  | | |
| Article 32: Period of Execution of Tasks | | |
|  | | |
| Works shall be carried out within three calendar months from signature of contract. | | |
|  | | |
| Article 34: Delays in Execution | | |
| A daily penalty of 1/1000 of the contract price per day’s delay up to a limit of 20% of the total contract price. | | |
|  | | |
| Article 35: Modification to the Contract | | |
| As per general Conditions | | |
|  | | |
| Article 37: Work Register | | |
| As per general Conditions | | |
|  | | |
| Without prejudice to the General conditions, statements shall be drawn in a timely manner and not later than 24 hours after the occurrence of an event/activity/work. | | |
| Article 38: Origin | | |
|  | | |
| As per general conditions | | |
|  | | |
| Article 39: Quality of Works and Materials | | |
|  | | |
| As per Section IV of the Tender Document | | |
|  | | |
| Article 40: Inspection and Testing | | |
|  | | |
| As per Section IV of the Tender Document | | |
|  | | |
| Article 42: Ownership of Plants and Materials | | |
|  | | |
| As per General Conditions | | |
|  | | |
| Article 43: Payments: General Principles | | |
|  | | |
| Payments will be made in Euro. | | |
|  | | |
| Payments shall be authorized by the Contracting Authority, and paid by the Treasury Department on the basis of work carried out, and certified as such by the Supervisor. | | |
|  | | |
| As per General Conditions. | | |
| Article 44: Pre-financing | | |
|  | | |
| The Contractor must request a pre-financing for operations connected with the execution of the works, as a lump sum advance enabling him to meet expenditure resulting from the commencement of the contract. Such pre-financing shall be established at 20% of the contract award.  The Contractor shall provide the Contracting Authority with a pre-financing guarantee for the value of the said pre-financing, within 30 days from the last signature of contract. Such a guarantee shall be issued by a bank as per template provided by the Contracting Authority.  The pre-financing guarantee shall be released as per General Conditions. | | |
|  | | |
| Article 45: Retention Monies | | |
|  | | |
| N/A | | |
|  | | |
| Article 46: Price Revision | | |
|  | | |
| No price revision is possible. | | |
|  | | |
| Article 47: Measurement | | |
|  | | |
| Without Prejudice to the general conditions, the Supervisor shall measure the works in the presence of the Contractor or his representative. The measurement of works shall be carried out on a date agreed to by the Contractor and the Supervisor using Standard measuring equipment. The unit shall be as specified in the Financial Bid Form/Bill of Quantities. | | |
|  | | |
| Article 48: Interim Payments | | |
|  | | |
| As per general conditions. | | |
|  | | |
| Article 50: Delayed Payments | | |
|  | | |
| The Contracting Authority shall pay the contractor sums due within 60 days of the date on which an admissible payment is registered, in accordance with Article 43 of these Special Conditions. This period shall begin to run from the approval of these documents by the competent department referred to in Article 43.1 of these Special Conditions. These documents shall be approved either expressly or tacitly, in the absence if any written reaction in the 30 days following their receipt accompanied by the requisite documents. | | |
|  | | |
| Once the deadline laid down in Article 50.1 has expired, the Contractor may, within two months of late payment, claim late-payment interest: | | |
| * at the rediscount rate applied by the issuing institution of the country of the Contracting Authority; * on the first day of the month in which the deadline expired, plus two percentage points (2%). The late-payment interest shall apply to the time which elapses between the date of the payment deadline (exclusive) and the date on which the Contracting Authority's account is debited (inclusive). | | |
|  | | |
| Article 53: End Date | | |
|  | | |
| The Project ERDF 05.121 WILDLIFE REHABILITATION CENTRE is scheduled to be completed by on 31 March 2021.  Without prejudice, the Contractor is bound by the timeframes established in as per Article 15 of these Special Conditions. | | |
|  | | |
| Article 56: Partial Acceptance | | |
| N/A | | |
|  | | |
| Article 57: Provisional Acceptance | | |
|  | | |
| N/A | | |
|  | | |
| Article 58: Maintenance Obligations | | |
|  | | |
| The Contractor shall make good for any issues which may arise to the boundary wall and fencing during a period of twelve months from final acceptance of works which are attributable to bad workmanship or use of lower quality materials. | | |
|  | | |
| Article 66: Dispute Settlement by Litigation | | |
| If no settlement is reached within 120 days of the start of the amicable dispute-settlement procedure, each Party may seek:  a) either a ruling from a national court, or  b) an arbitration ruling, in the case where the parties, i.e. the Contracting Authority and the Contractor, by agreement decide to refer the matter to arbitration. | | |
|  | | |
| Article 70: Further Additional Clauses | | |
| Not Applicable | | |

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

**Terms of Reference**

|  |
| --- |
| **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.** |

## Background Information

* 1. The information in this section is being provided by way of background, and for the information of potential bidders.
  2. 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.
  3. 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.
  4. 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.
  5. 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.
  6. 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.

## General

* 1. The tender refers to the deconstruction of the existing perimeter wall at the Xrobb l-Għaġin Nature Park, l/o Xrobb l-Għaġin Malta. The tender also refers to the construction of a new Perimeter wall covering the entire park as per requirements of Planning Application PA 01659/17 – and PA 01659/17 Drawing Ref. 86h (refer to Drawing presented with this Tender Document).
  2. The new boundary wall shall consist in weathered stone low level wall forming segments of equal length set out at regular stretches of equal length, with a chain link fence at the back of the wall. In specific areas along the perimeter of the site, rubble wall construction may be constructed as instructed by the Architect in charge of works.
  3. Without prejudice to the quantities and measurements indicated in the Bill of Quantities forming part of the Financial Bid Form, the nature of the work means that actual measurements may differ. Payment will be effected based on actual measurements as per Article 47 of the Special Conditions.
  4. Any costs relating to the carrying out of the said works, including any drilling, excavation, clearing of material and quality tests shall be included in the prices quoted by the bidder. Without prejudice, the Contracting Authority may require the Contractor to carry out, at no additional cost, quality testing on any of the materials used. Such tests shall be carried out by an independent body approved by the Contracting Authority.
  5. The Contractor shall ensure that any equipment used whilst carrying out any works associated with the implementation of this tender is duly certified in line with the applicable health and safety and any other legislation, and that all employees working on the completion of the project are competent and adequately trained. The contractor shall also ensure that it has assessed any occupational health and safety risks and taken any necessary precautions, including with regards to third parties. The contractor shall assume full liability in this regard.
  6. 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.
  7. A Technical Offer is to be provided by the Economic Operator in response to Technical Specifications. An indicative template is provided for ease of submission, though bidders may opt to use own format provided they provide all the requested information. Irrespective of which format bidders opt for, the submission shall be in a structured form and is to be in the same sequence as provided for ease of reference and evaluation.
  8. The respective supporting documents and/or printed manufacturer’s technical literature shall be submitted at tendering stage so as to supplement the technical offer/declaration submitted.
  9. All supporting documents necessary (including the manufacturer’s Technical Literature) are to be listed by the Contracting Authority in the Literature List.

## Deconstruction of Existing Boundary Wall.

* 1. The existing boundary wall consists of blockwork masonry over a variable height of circa 8 courses (on average), along the perimeter of the Xrobb l-Għaġin Nature Park. The existing wall includes concrete blockwork and stone blocks together with reinforced concrete elements. The boundary wall includes collapsed stretches along its perimeter.
  2. The deconstruction process and disposal of material to be executed as part of this tender, shall include:
     1. the dismantling and deconstruction of the existing wall,
     2. the selection of good quality limestone blocks which are to be put aside and stacked as instructed by the Architect in charge of works for future reuse on site including within the construction of the boundary wall. It is estimated that circa 10 cubic meters will be thus retained and re-used.
     3. the disposal of material from the re-constructed wall (except stones kept for re-use as per 3.2.2) in line with the applicable legislation in officially approved sites and approval by Architect in charge of works.
  3. Approximate dimensions of the perimeter wall is as follows:

|  |  |  |
| --- | --- | --- |
| **Measurement** | **Qty** | **Unit** |
| Height of wall (average along whole length) | 8 | courses |
| Width of wall (average along whole length | 230 | mm |
| Length of Wall - North Footpath | 280 | m |
| Length of Wall - Along Road - North of gate | 185 | m |
| Length of Wall - Along Road - South of gate | 485 | m |
| Length of Wall - TOTAL | **950** | m |
| Note: Wall, including fin walls at intervals | | |

## Supply, Delivery & Laying of weathered stone and chain-link boundary wall.

* 1. The **supply and delivery of materials** shall be regulated by the following:
     1. The contractor shall supply, load, transport and deliver the stone material and other material necessary for the proper execution of the contract works. Delivery of materials and storage on site shall be agreed to by the Contracting Authority.
     2. The delivery site shall be indicated by the Contracting Authority when placing the order. The contractor shall be responsible for the loading and stacking in place of the weathered stones on the trucks, its delivery to and deposit on the respective sites and for the construction of the walls in accordance with approved methods and standards.
     3. Material delivered (weathered stone) is to be free from loose material, concrete blocks (whole or broken) and new *franka* stone blocks. The quality of the blocks shall be approved by the Architect in charge of works.
     4. Care is to be taken to ensure that no damage is caused to the adjoining properties, streets and structures, as well as flora and fauna when material is delivered. Throughout works the contractor and any sub-contractors must not damage the garigue, adjacent structures or public road.
     5. Any material including dismantled material, material separated for recycling or reuse or for disposal shall be stored in areas as approved by the Contracting Authority and the Architect in charge of works.
     6. The Contracting Authority and the Architect in charge or his representative shall have the power to reject any consignment or part thereof, should it not be to the satisfaction of the Contracting Authority or should the material not be in accordance with the specifications mentioned above. Any rejected material shall be collected by the contractor and replaced within five (5) working days from when contractor is notified, and a notice receipt is issued. Such receipt shall be issued from the Architect in charge of the contract.
     7. Without prejudice to the generality of this tender document, should the site levels require wall-heights higher than 1.2 meters, with fin walls at intervals, the Contracting Authority and/or Architect in charge may require the Contractor to construct the wall up to the heights according to the PA permit drawings and conditions and as directed by the Contracting Authority. The Contractor shall oblige. Payment will be effected based on actual measurements as per Article 47 of the Special Conditions.
     8. The estimate of the volumes of necessary weathered to be stone supplied shall take into consideration that circa 10 cubic meters of stone retained from the deconstructed will be re-used as per 3.2.2 above.
  2. The **construction of weathered stone low level boundary wall** shall be regulated by the following:
     1. The weathered wall construction method shall be of good workmanship and accepted standards and regulations.
     2. The Architect in charge of works or his representative shall direct and instruct on the preparation of the weathered wall construction as it may require ground preparation and construction of concrete wall foundations that varies along the perimeter of the site depending on the ground conditions and variations in height. The concrete foundations shall include a 100 mm concrete C20 Concrete Cube strength-levelling base on uneven ground. The concrete foundations shall include 100mm C20 Concrete Cube strength including C503 Mesh reinforcement along specific stretches without rock base and as instructed by the Architect in charge of works.
     3. These tender covers two categories being:

1. Weathered wall construction as per approved PA drawings, including two skins with a small planter in between.
2. Weathered stone retaining boundary wall, including two skins with a small planter in between, and double wall below road level, for areas with variation in elevation between road level and the Garigue in the Park.
   * 1. Both categories of stone walls are laid using mortar and as directed by the Architect in charge of works.
     2. Drainage of water from the planter needs to be allowed for using drains at regular intervals at the base of the walls, created using 100mm gaps in the wall at intervals not exceeding 2m.
     3. The Contracting Authority requests that the top layer of the walls be finished with a coping course as indicated in the drawings.
     4. The weathered stone low level walls need to be constructed in regular segments with regular lengths established according to the site layout – approximately 6m in length. These include structural fin-walls forming segments based on elongated planters. The linear segment stretches of wall need to be constructed along the existing wall footprint with adjustments to changes in elevation at regular intervals, with each stretch of segments having the same length as the previous segment along the perimeter as established by the Architect in charge of works.
     5. Water drainage in planters: Stud plastic drainage sheets are to be supplied and installed in between the walls as directed by the Architect and Civil Engineer in Charge of Works. The Plastic drainage sheets shall be installed along the internal walls and the base of the planters along the whole estimated 950 meters of constructed boundary wall. Payment will be effected based on actual measurements as per Article 47 of the Special Conditions.
     6. Construction of two (2), 650 x 650 pilasters at the entrance of the Xrobb l-Għaġin Nature Park, c. 4m high with coping using weathered limestone with reinforced concrete column core and reinforced concrete base. Construction includes the following: Including Reinforced Concrete column core 300 x 300mm: C25 cube strength concrete, with 4 No. x H20 mm diameter bars and H10mm stirrups at 150mm cc; Including Weather stone external skin for x2 pilasters including stone coping at the top.
     7. Construction of Foundation two (2) Pilasters, including Reinforced Concrete Base: C25 Cube strength concrete, 200mm thick, 1m x 1m plan base with A503 mesh reinforcement and 4 No x H20mm L Bars.
     8. Construction of concrete wall foundations which varies along the perimeter of the site depending on the ground conditions and variations in height. The concrete foundations shall include a 100 mm concrete C20 Concrete Cube strength levelling base on uneven ground. (Width of foundation under each wall c. 30 cm). The concrete foundations shall include 100mm C20 Concrete Cube strength including C503 Mesh reinforcement along specific stretches without rock base. (Width of foundation under double wall c. 50 cm)
     9. Stretches along the third party walls are to be constructed using chain link fence only; that is no wall is to be constructed.
     10. Payment will be effected based on actual measurements as per Article 47 of the Special Conditions.
   1. The **construction/laying of the chain link fence** shall be regulated by the following:
      1. The Chain link fence shall be constructed at the back of the weathered stone wall as instructed by the Architect in charge of works.
      2. The Chain link fence shall consist of approved galvanised steel material and shall include the vertical posts at regular intervals and any supporting structures to guarantee stability (in line with manufacturers recommendations if applicable), with the vertical posts coinciding with the length of segments of weathered stone walls and fin-walls at the end of each segment.
      3. The height of the chain link fence shall respect the Planning Application approved drawings attached with this tender document.
      4. The chain link material shall consist of approved galvanised steel material and shall be adequately secured to the posts and to the back wall.
      5. The chain link fence posts shall be secured and anchored in the ground at the back of the wall. The base of the posts embedded in the ground shall include a corrosion protection coating extending a minimum of 30cm above ground level, as approved by the Architect in charge of works.
      6. Stretches along the third party walls are to be constructed using chain link fence only.
      7. Total **estimated lengths** of chain link fence installed, will be as follows:

|  |  |  |
| --- | --- | --- |
| Chain link fence along walls constructed as above | 950 | m |
| Chain link fence along the third party boundary walls (South) | 273 | m |
| Chain link fence along the third party boundary walls (North) | 89 | m |

* + 1. Payment will be effected based on actual measurements as per Article 47 of the Special Conditions.

# 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.