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|  |  | |  | | --- | |  | | MINISTRY FOR THE ENVIRONMENT,  CLIMATE CHANGE AND PLANNING | |  | |

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| --- | --- | --- |
| **REFERENCE NUMBER:** | **ERDF.05.121 – Tender 006** | |
|  |  | |
| **Drilling of a Sea-Water Borehole and Installation of a Solar Hybrid Sea-Water Borehole Pump and Pipeworks and Commissioning thereof at Xrobb L-Għaġin Natural Park as part of ERDF Project ERDF.05.121 – Wildlife Rehabilitation Centre** | | |
| **Date Published:** | **Friday 19th June 2020** |  |
| **Deadline for Submission:** | **Friday 10th July 2020** | **at 12:00am CET/CEST** |
| **Tender Opening:** | **Friday 10th July 2020** | **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:   * Submitting an application for the drilling of a borehole * Drilling of a sea-water borehole * Installation of solar hybrid sea-water borehole pump * Installation of pipework * Commissioning of whole system   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) | Wednesday 24th June 2020 | 13:00 hrs | | Deadline for request for any additional information from the NGO  **Clarification requests should be addressed to: *info@naturetrustmalta.org*** | Thursday 2nd July 2020 | 12:00 hrs  (noon) | | Last date on which additional information can be issued by the NGO | Monday 6th July 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) | Friday 10th July | 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 | |
| Following completion of the works, the Contractor shall submit to the Contracting Authority, following completion of works, a drawing of the borehole as drilled, together with a schematic design showing the pump and relevant pipeworks and electrical works as per Article 11 of these Special Conditions. | |
| 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:   * 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, following completion of works, the Contractor shall be required to submit a drawing of the borehole as drilled, together with a schematic design showing the pump and relevant pipeworks. * 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 | Timeframe |
| Submission of Application on behalf of Nature Trust (Malta) for the drilling of borehole and processing thereof | Two weeks from  signature of Contract |
| Preliminary works | One (1) week from Order to Commence drilling works\* |
| Drilling of seawater borehole | Two (2) weeks from Order to Commence drilling works |
| Installation and Commissioning of seawater pump and pipeworks | Three (3) weeks from Order to Commence drilling works |
| Submission of drawings | Four (s) weeks from Order to Commence drilling works |
| \* Order to Commence drilling works is expected to given be in September 2020. | |
| 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 Licenses | |
|  | |
| As per General Conditions | |
|  | |
| Article 31: Commencement Date | |
|  | |
| The commencement date for the performance of the contract shall be the last date of signature of contract. | |
|  | |
| Article 32: Period of Execution of Tasks | |
|  | |
| Works shall be carried out within the timeframes indicated in Article 15 of these Special Conditions. | |
|  | |
| 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 | |
|  | |
| Not applicable. Payments shall be in the form of a lump sum for the relevant works | |
|  | |
| Article 48: Interim Payments | |
|  | |
| Not applicable. | |
|  | |
| 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 water pump, pipeworks and electrical works during a period of twenty-four (24) months from Commissioning. | |
|  | |
| 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 a set of tasks related to the drilling of a sea water borehole, the installation and commissioning of a sea pump and the relevant pipework for the extraction of sea water from the said borehole into the complex for use in the sea water tanks hosting turtles and cetaceans.
  2. Any costs relating to the carrying out of the said works, including the submission of an application with the Regulatory Authority, 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.
  3. 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. The Contracting Authority may request, at any point in time, a Health and Safety Assessment carried out by a Competent Person.
  4. 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.
  5. 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.
  6. 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.
  7. All supporting documents necessary (including the manufacturer’s Technical Literature) are to be listed by the Contracting Authority in the Literature List.

## Drilling of the Seawater borehole, including relevant application

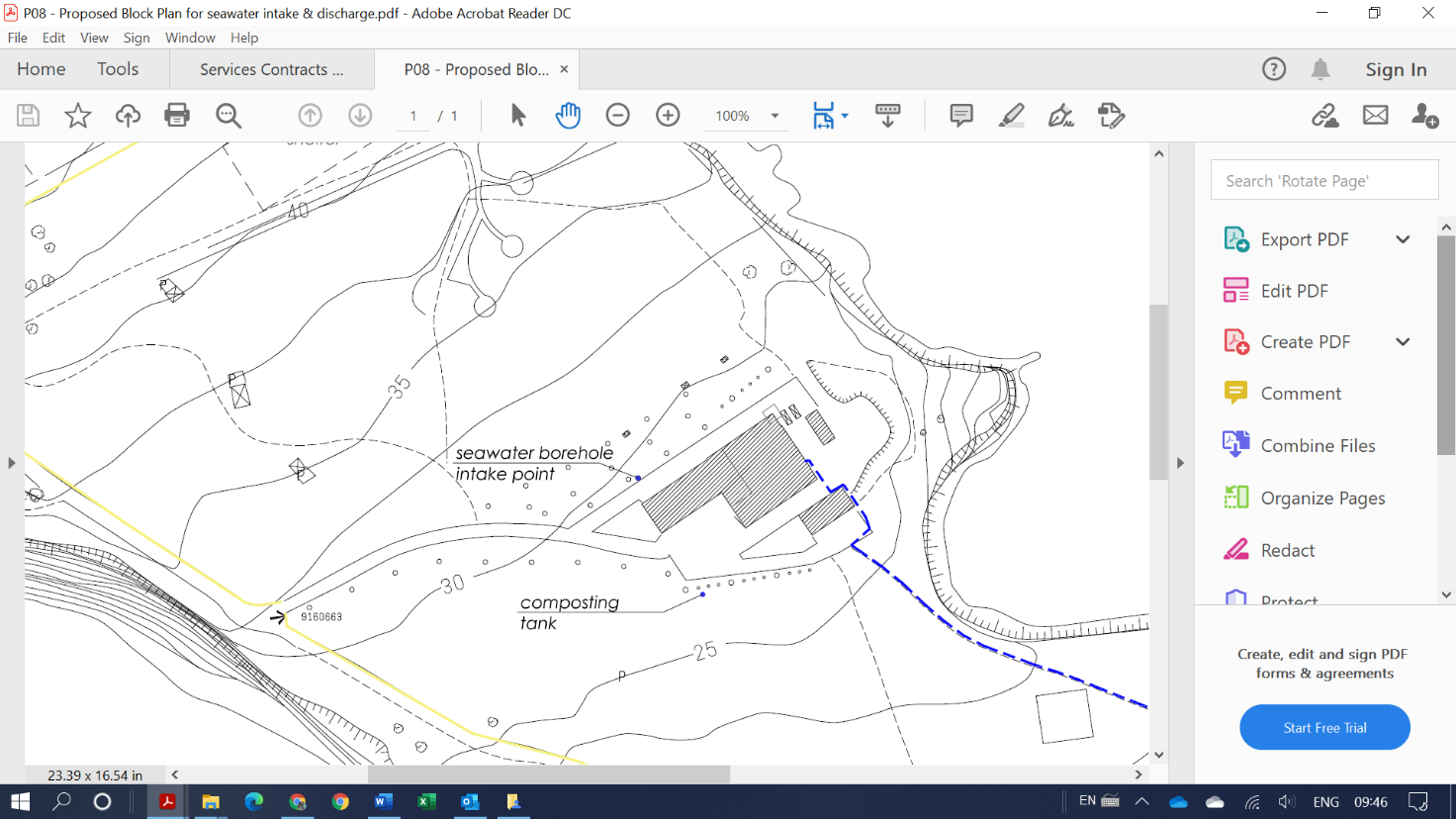
* 1. The sea water borehole shall be drilled at the location as indicated by the Architect in Charge. Indicatively, such location shall be as per Figure 1.

Figure 1: Location where seawater borehole is to be drilled

Figure 1: Location where seawater borehole is to be drilled

**x**

* 1. The seawater borehole shall be drilled to a level of **at least** five (5) meters below sea level. Without prejudice, the Architect in Charge may request such depth to be increased so as to ensure a sea water salinity of at least 32ppm. Such drilling shall be carried out at no additional cost to the Contracting Authority.
  2. The seawater borehole shall be sleeved with HDPE (high-density polyethylene) piping. No hammering of the sleeve into place shall be allowed so as not to cause any vibrations which may impact the cave and overlying temple which lie within a radius of a few meters from the site.
  3. The diameter of the borehole shall be determined by the Contractor when taking into consideration:
     + 1. The volume of water to be extracted
       2. The size of the pump and relevant pipework, taking into consideration manufacturer’s instructions
       3. The need to sleeve the borehole with HDPE piping, and the thickness of the HDPE pipe.
  4. The Contractor shall keep in view that the site of the works is located close to a sensitive cliff-edge which hosts a megalithic temple and a cave, and vibrations may lead to the parts thereof to fall into the sea. In this regard, the contractor shall ensure that the works do not cause any damage to either the cave or the temple. In particular, the Contractor shall ensure that no vibrations occur during the drilling works, or installation works.
  5. The contractor shall be responsible for the compilation and submission of an application with the Regulator for Energy and Water Services, any clarifications thereto. The application shall be submitted on behalf of the Contracting Authority, and the permit shall be issued in the name of the Contracting Authority. The application shall be submitted within two weeks from signature of Contract.

## Installation of solar powered seawater pump and pipeworks

* 1. The Contractor shall **supply, deliver, install and commission** a **solar** **hybrid sea-water borehole pump** capable of extracting and supplying it at the rate of 5 m3 of seawater per hour at the head of the top of the highest tank.
  2. **Without prejudice to the solar aspect of Clause 4.1, bidders shall note that the supply and installation of Photovoltaic panels shall not (indeed cannot) be part of the present tender. The successful contractor shall be required to connect to the Photovoltaic system presently on site.**
  3. The pump shall, as a rule, work off grid directly on solar, but shall be connected to the grid as a contingency to ensure operation during days of lower solar activity. The connection to the grid shall be carried out by an Electrical Technician having both an A and B license competent in the installation of such hybrid systems.
  4. The seawater pump shall be sized taking into consideration the depth as per clause 3.2 above. At bidding stage, the Contractor shall take into consideration the possibility that additional depts may be required to ensure a sea water salinity of 32ppm.
  5. The scope of the tender includes the supply, delivery and installation of the relevant pipework to ensure proper supply of water to the surface. Connection to the seawater tanks fall outside the scope of the present tender.
  6. The Contractor shall engage a warranted engineer to:
     + 1. Certify the sizing of the solar hybrid powered sea-water pump as capable of delivering the volume of water indicated in clause 4.1 above.
       2. Certify the installation of the solar-powered seawater water pump
       3. Produce and sign the drawings of the borehole, pump and pipeworks as well as electrical works as installed.
  7. The contractor shall engage an Electrical Technician having both an A and B license competent in the installation of such hybrid systems.

# 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.