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

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| **REFERENCE NUMBER:** | **ERDF.05.121 – Tender 010** | |
|  |  | |
| **Tender for the supply delivery (and if applicable installation) of Security Systems (CCTV intercom, intruder alarm system, and fire Alarm system), Office furniture,[[1]](#footnote-1) fibreglass water Tanks and Ancillairy systems, and Equipment for the foods stores, treatment room and vivaria**  **as part of ERDF Project ERDF.05.121 – Wildlife Rehabilitation Centre** | | |
| **Date Published:** | **Saturday 18 July 2020** |  |
| **Deadline for Submission:** | **Monday 7th September 2020** | **at 12:00am CET/CEST** |
| **Tender Opening:** | **Monday 7th September 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.**  ***The Estimated Procurement Value in terms of Contracts Circular N° 15/2019 is EUR 265,576.27 plus VAT.*** | |
| 1.2 | The subject of this tender is the provision of the following works:   * security systems (CCTV, Intercom, Intruder alarm system, and Fire system), * office furniture, * fibreglass water tanks and supporting systems, * equipment for the foods stores, treatment room, vivaria, etc.   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).** | |
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| 1.4 | This is a unit-price contract. | |
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| 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) | Tuesday 28th July | 12:30 hrs | | Deadline for request for any additional information from the NGO  **Clarification requests should be addressed to: *info@naturetrustmalta.org*** | Wednesday 26th August | 12:00 hrs  (noon) | | Last date on which additional information can be issued by the NGO | Monday 1st September | 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) | Monday 7th September | 12:00 hrs  (noon) | | \* All times Central European Time (CET) / Central European Summer Time (CEST) as applicable | | | | |
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|  | 3. Lots | |
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| 3.1 | This tender is not divided into lots, and tenders must be for the whole of quantities indicated. Tenders will not be accepted for incomplete quantities. | |
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| 4.1 | 4. Variant Solutions  Variant solutions are not permissible. | |
|  | 5. Financing | |
| 5.1 | The project is *co-financed* by the European Union/Government of Malta, in accordance with the rules of European Regional Development Fund (ERDF) Operational Programme 1 - Co-financing rate: 80% European Union; 20% National Funds | |
| 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. | |
|  |  | |
|  | **(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. |
|  | (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) | Data Concerning the economic operator to be submitted by filling Part II of the European Single Procurement Document (ESPD). Part II (2A.1 till 2A.13.1) of the ESPD seeks background information about the economic operator. (Note 2A)  **To be filled in by all bidders** |
|  | (ii) | Part II A Reference 2A.14 till 2A16.6 need only be filled in if the procurement is Reserved. (Note 2A)  **Not applicable for the present tender** |
|  | (iii) | Part II A Reference 2A.17 till 2A.17.3 need only be filled in when the economic operator is part of a group, consortium, joint venture or similar. (Note 2A)  **To be filled in if applicable** |
|  | (iv) | Part II A Reference 2A.18 need only be filled where the tender is divided into lots. (Note 2)  **Not applicable for the present tender** |
|  | (v) | Data concerning exclusion grounds to be submitted by filling Part III of the European Single Procurement Document (ESPD). (Note 2A)  **To be filled in by all bidders** |
|  |  | Economic Operators must declare that they meet the minimum criteria established hereunderby filling Part IV of the European Single Procurement Document (ESPD). If no Selection Criteria is requested by the Contracting Authority, the relevant part of the ESPD is to be left blank. (Note 2A)  a) Suitability (Note 2A)  **Not applicable for the present tender**  b) Financial and Economic Standing(Note 2A)  **Not applicable for the present tender**  c) Technical and Professional Ability(Note 2A)   |  |  | | --- | --- | | 4C.10 | Provide data concerning subcontractors and the percentage of works to be subcontracted. This information shall be included in the online ESPD form in Part IV: Selection criteria - Technical and professional ability.  Any subcontractor proposed and disclosed at this stage shall be evaluated in line with the Exclusion and Blacklisting Criteria as per these Instructions to Tenderers. Furthermore, if the sub-contractor is relied upon by the Contractor to meet the standards established in the selection criteria, apart from submitting the relevant commitments in writing, such reliance will be evaluated to verify its correctness and whether in effect these criteria are satisfied.  It is being understood that if the information being requested regarding sub-contracting is left empty, it will be assumed that no sub-contracting will take place (0% subcontracting). |   d) Quality Assurance Schemes and Environmental Management Standards(Note 2A)  **Not applicable for the present tender** |
|  | (vii) | Concluding statements to be submitted by filling Part VI of the European Single Procurement Document (ESPD). (Note 2A)  **To be filled in by all bidders** |
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|  | **(C) Technical Specifications** | |
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|  |  | Tenderer’s Technical Offer in response to specifications. (Note 3)    **Key Experts Form, the Statement of Exclusivity and Availability Form, the Self-declaration form for Key Experts (relating to public employees) and CVs** (Note 2A)  Key Experts required under for the scope of this tender are:   * Warranted Engineer/s in terms of the Engineering Profession Act (Chapter 321); * Electrician having Licence A and B   **Literature** as per Form marked ‘Literature List’ to be submitted with the Technical offer at tendering stage. Alternatively, an Economic Operator can quote a reference number under which he/she has already supplied items so that there would be no need to submit literature.  **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) |
|  | **(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 supplies 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 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. | |
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# 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;
7. 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.

1. The secretary of the board shall keep a record of the grounds of each adjournment and of everything done in each sitting;
2. 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 Applicable |
|  |  |
| 2.1 | The laws of Malta shall apply in all matters not covered by the provisions of the contract. |
|  |  |
| 2.2 | The language used shall be English. |
|  | ***Article 3: Order of Precedence of Contract Documents*** |
| 3.1 | 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 financial bid form (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 |
|  |  |
| 4.1 | 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. |
|  |  |
|  | Article 7: Supply of Documents |
|  |  |
| 7.4 | At commissioning stage, or final installation, the Contractor shall provide:   * User Manual for security system, equipment for the foods stores, treatment room and vivaria * Plan showing an ‘as installed’ system for security systems (including cabling), and Water tanks, signed by warranted Engineer * Cleaning Instructions for the use, and cleaning, of the Water tanks, Water tanks ancillary systems, Office furniture (if not already included in user manuals) |
|  |  |
|  | Article 8: Assistance with Local Regulations |
| 8.3 | As per general conditions |
|  |  |
|  | Article 9: The Contractor’s Obligations |
|  |  |
| 9.6 | The Contractor shall take the necessary measures to ensure the visibility of the European Union co-financing. These measures must comply with the rules laid down and published by the Commission on the visibility of external operations as well as the Visibility Guidelines as issued by the Managing Authority responsible for ERDF funds in Malta. |
|  |  |
|  | Article 10: Origin |
| 10.1 | As per General Conditions |
|  |  |
|  | Article 11: Performance Guarantee |
|  |  |
| 11.1 | 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. |
|  |  |
| 11.3 | The performance guarantee shall be in the format given in Section 5 and shall be provided in the form of a bank guarantee. |
|  |  |
| 11.7 | The Performance Guarantee shall be released within 30 days from Provisional Acceptance. |
|  | Article 12: Insurance |
|  |  |
| 12.1 | As per General Conditions |
|  |  |
|  | Article 13: Performance Programme (Timetable) |
|  |  |
| 13.1 | The bidder is required to present a detailed realistic programme of works (through a Gantt chart) describing the work plan, as part of its Technical Offer. The Contractor shall be expected to honour its commitments in terms of timeframes and deadlines, as expressed in its Technical Offer. |
| 13.2 | The installation shall be completed within six (6) months from the last Signature of Contract.  Without prejudice to the above, the Contracting Authority expects all furniture and equipment to be delivered and kept in storage at Xrobb l-Għaġin by the end of December 2020 |
|  |  |
|  | Article 14: Contractor’s Drawings/Diagrams |
|  |  |
| 14.1 | As per Article 7 of these Special Conditions |
|  |  |
| 14.7 | Any documentation shall be supplied in English in BOTH hard copy and soft copy (.pdf). Drawings /diagrams shall be supplied in BOTH hard copy (A3 format or larger), and soft copy (.pdf format and .dwg format). |
|  |  |
|  | Article 15: Tender Prices |
|  |  |
| 15.1 | As per General Conditions |
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|  | Article 16: Tax and Customs Arrangements |
|  |  |
| 16.1 | As per General Conditions |
| 16.2 | As per General Conditions |
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|  | Article 17: Patents and Licences |
|  |  |
| 17.1 | As per General Conditions |
|  |  |
|  | Article 18: Commencement Order |
|  |  |
| 18.1 | The date for the Commencement of the performance of the contract shall be construed to read the date of last Signature of Contract |
|  |  |
|  | Article 19: Period of Execution of Tasks |
|  |  |
| 19.1 | As per Article 13.2 of the Present Special Conditions |
|  |  |
|  | Article 21: Delays in Execution |
|  |  |
|  | As per General Conditions. |
|  |  |
|  | Article 22: Modification to the Contract |
|  |  |
| 22.1 | *No Modifications to the Contact shall be allowed.* |
|  |  |
|  | Article 25: Inspection and Testing |
|  |  |
| 25.2 | As per ġeneral conditions |
|  |  |
|  | Article 26: Methods of Payment |
|  |  |
| 26.1 | Payments will be made in Euro.  Payments shall be authorised by the Contracting Authority, and paid by the Treasury Department. |
| 26.3 | As per General Conditions. |
|  |  |
| 26.5 | *As per* General Conditions, payments shall be made as follows:  a) 60% of the contract value after the signing of the contract, against provision of the Pre- financing Guarantee as a security guaranteeing repayment in full of this pre-financing;  b) the remaining balance of the contract price following provisional acceptance of the supplies.  Accordingly, the Contractor must request a pre-financing for operations, in line with point a above, connected with the execution of the Contract, as a lump sum advance enabling it to meet expenditure resulting from the commencement of the contract.  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. |
|  |  |
| 26.7 | Interim payments relative to products not subject to a warranty period shall be possible following delivery as follows:   1. If no further installation is required – the balance up to 100% of the unit price relative to the supply of the items in question as per Financial Bid Form, subject to point 3 below. 2. If further installation is required – after the second fix (that is after positioning and securing of accessory boxes, and preparation and positioning of cables, but pending termination of conductors to accessories and protective devices), and delivery of all equipment and material to the Site, the balance up to 90% of the unit price relative to the supply of the items in question as per Financial Bid Form, subject to the issue of a Partial Acceptance Certificate as per Article 31 of the Special Conditions. In such cases, the final 10% shall be paid upon final installation and commissioning, subject to point 3 below. 3. Once all the installation works have been completed, the Contractor shall submit a payment claim equivalent to the total value of the tender less any pre-financing and interim payment already effected. Payment shall be made subject to the Contracting Authority’s confirmation that the installation has been carried out in line with tender specifications, items commissioned accordingly, and the release of a Provisional Certificate of Acceptance by Contracting Authority as per Article 31 of the Special Conditions. |
| 26.9 | As per General Conditions |
|  |  |
|  | Article 28: Delayed Payments |
|  |  |
| 28.1 | 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 26 of these Special Conditions. This period shall begin to run from the approval of these documents, including substantiating documents as specified in these special Conditions, by the Competent Authority referred to in Article 26.1 of these Special Conditions. These documents shall be approved either expressly or tacitly, in the absence of any written reaction in the 30 days following their receipt accompanied by the requisite documents. |
|  |  |
| 28.2 | Once the deadline laid down in Article 28.1 has expired, the Contractor may, within two (2) months of late payment, claim late-payment interest:   1. meaning simple interest for late payment at a rate which is equal to the sum of the reference rate and at least eight percent (8%); 2. on the first day of the month in which the deadline expired.   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 29: Delivery |
|  |  |
| 29.1 | Further to the provisions of the General Conditions, the Contractor shall bear all risks relating to the supplies until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination. |
|  |  |
| 29.2 | As per General Conditions |
|  |  |
| 29.3 | The packaging shall remain the property of the Contractor subject to respect for the environment. |
|  |  |
| 29.5 | A delivery note clearly outlining in detail the items supplied, any serial number of the relevant equipment and the date of delivery. |
| 29.6 | As per relevant regulations |
|  |  |
|  | Article 31: Provisional Acceptance |
|  | Without prejudice to the General Conditions, a Provisional Certificate of Acceptance shall be issued by the Contracting Authority once it is fully satisfied that the Contractor has delivered the relevant supplies, if applicable successfully installed the relevant supplies, provided the relevant documentation requested under these Special Conditions in connection with such supplies, and has commissioned and handed over the equipment installed.  Without prejudice to the above, the Contracting Authority may issue a Partial Acceptance Certificate after the Contractor has completed the second fix (that is after positioning and securing of accessory boxes, and preparation and positioning of cables, but pending termination of conductors to accessories and protective devices), and delivery of all equipment and material to the Site. |
|  |  |
|  | Article 32: Warranty |
|  |  |
| 32.1 | This warranty shall remain valid for two (2) years after provisional acceptance. |
| 32.7 | Such warranty shall be provided to guarantee quality and longevity of the supplies and shall be inclusive of BOTH parts and labour. |
|  |  |
|  | Article 33: After-Sales Service |
|  |  |
| 33.1 | Not Applicable |
|  |  |
|  | Article 35: Breach of Contract |
|  |  |
| 35.3 | Without prejudice to the Government’s right to dissolve ‘ipso jure’ the contract in the case of infringement of any condition thereunder and apart from the deduction established for delay in delivery, any such infringement shall render the contractor, in each case, liable to a deduction by way of damages of 5 per cent of the value of the contract, unless the Government elects, with regard to each particular infringement, but not necessarily with regard to all infringements, to claim actual damages incurred. |
|  |  |
|  | Article 37: Termination by the Contractor |
| 37.1 (a) | Specify here the deadline in respect of Article 37.1 (a) regarding the certificate issued by the Project Manager. |
|  |  |
|  | Article 41: 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:   1. either a ruling from a national court, or 2. 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. |
|  |  |

# 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.** |

## 4.1 Background Information

**The information in this section is being provided by way of background, and for the information of potential bidders.**

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, Climate Change and Planning 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 EU Funds within the Ministry of Foreign and European Affairs. 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.

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.

## 4.2 Subject matter of the present tender.

The present tender entails that the successful bidder provides the following services:

* security systems (CCTV, Intercom, Intruder alarm system, and Fire system),
* office furniture,
* fibreglass water tanks and supporting systems,
* equipment for the foods stores, treatment room and vivaria

## 4.3 Security Systems (CCTV, Intercom, Intruder alarm system, and Fire system),

### A. IP CCTVs

1. The Contractor shall design, procure, deliver, install, test, train, commission (including applicable software programming as per Contracting Authority’s requirements), a complete integrated IP CCTV system, inclusive of:

* Seven (7) day/night dual-mode **fixed** IP 66 **external**, 5MP IP CCTV cameras with corrosion rated protection for a marine environment and UV resistant materials;
* Four (4) day/night dual-mode **rotating** IP 66 **external** 5MP IP CCTV cameras with corrosion rated protection for a marine environment and UV resistant materials;
* Three (3) 65 **Internal**, 5 MP IP CCTV cameras with corrosion rated protection corrosion rated protection for a marine environment and UV resistant materials;
* A 16 channel network video recorder (NVR) coupled with hard-disk storage for safe-keeping of all recordings for at least two weeks at full resolution (5MP);
* One Monitor (at least 40”) for viewing BOTH live streams and recorded footage, plus computer terminal, keyboard, mouse, signage and other peripheral equipment as well as cabling and cable management systems;
* UPS system to support the CCTV system (as well as fire alarm system and intruder alarm system) for 30 minutes in the case of a power outage)
* Proprietary User Interface Software, to enable access to said footage on a standard desktop computer as well as a mobile application for Android/Apple Operating Systems.



**Rotating CCTV Cameras**

**Fixed Point CCTV Cameras**

Figure 1: Diagram showing positions of external CCTV

2. The system shall have the following specific functionalities:

* IP Cameras shall be Powered over Ethernet (PoE)
* IP Cameras shall have anti-vandal protection rating at IK10
* Solid and Liquid Ingress protection (IP 65 or 66 as applicable) are to be considered as minima, and higher levels protection may be supplied.
* Each live video stream shall be independent from and not interfere with recording.
* The system shall allow the display of camera metadata including time/date/event or alarm in predefined positions, below, above, next to or superimposed to the camera picture. The position, size, colour, background and font of this information shall be user-definable.
* The system shall automatically detect failure of video synchronization signals in real time to guarantee immediate detection of camera failure.
* It shall also monitor the contrast level of each video input in real time to immediately detect deterioration of the camera picture through tampering or lighting failure.
* The system shall include an optional motion/activity detection (AD) functionality
* User interface specifications, shall include:
  + Viewing/reviewing of pictures and audio a standard desktop computer using the supplier’s software client. The viewing/reviewing software shall be made available to the Contracting Authority on a digital medium CD/DVD or USB drive free of charge. A mobile application, for Android / Apple devices shall also be available.
  + The system should cater for the possibility of different users connecting simultaneously to the same DVR/NVR unit via network/web-based solution without functional limitation.
  + The user interface shall enable the parallel display of live and recorded pictures of the same camera or different cameras in multiple viewers.
  + A set of tools for the enhancing of the picture display including brightness, contrast, color rendering and zoom shall be available. These changes in display shall not affect recorded data.
* Export of recorded images
  + The system shall include encryption or other verification methods to guarantee the authenticity of recorded images so that they are admissible as evidence in a Court of Law.
  + The backup or export of images or image sequences (including audio) for evidence shall be possible in an encrypted format onto any storage media connected locally or via network to remote computer terminal.
  + It should be possible to view the recorded sequences on different media, either by using formats which are easily viewable on standard video-viewing software or, by having, during the process of export or backup a decode viewer software being automatically copied to the storage medium with the video sequences to allow the review of exported images on a standard computer systems to avoid compromising its integrity and requiring review software to be loaded. The viewer software shall run directly from the storage media without the need of installation on the terminal.
  + It shall be possible to print pictures directly from the user interface to any compatible printer including image specific data.
* Automatic backup
  + The system shall offer advanced automatic backup options for storage redundancy or long term archiving.
  + The backup process can be time driven as well as event driven.
  + The setup of this option shall allow for user specific definition of different backup directories on local or network connected storage media for different backup processes.
  + The system shall be capable of overwriting old backup files to replace them with newer ones.
* UPS system
  + The system shall supply auxiliary power for a total period of thirty minutes to the CCTV, intruder and firealarm system). All necessary switchgear, enclosures, wiring, accessories and all necessary equipment and labour to make complete and functional systems are to be included in the scope of works.
  + Bidders shall note that the electrical system at Xrobb l-Għaġin Nature Partk, which hosts the site being transformed into a Wildlife Rehabilitation Centre has a three-phase power supply
  + System should have a Built–in Maintenance Bypass
  + Control Panel shall be a multi-function LCD status and control console
  + System shall be RoHS and Battery Directive Compliant
  + The UPS system shall be installed by an electrician having Licence A and B.

3. Installation shall be inclusive of any necessary cabling and signage and any, software, accessories, and licences as well as a plan showing an ‘as installed’ system for security systems (including cabling), and Water tanks, signed by warranted Engineer

4. CCTV system shall be covered by a **two (2) year warranty** parts and labour

### B. Intercom and integrated gate opening system

1. The Contractor shall design, procure, deliver, install, test, train, commission (including applicable software programming as per Contracting Authority’s requirements), an IP Video Intercom System, inclusive of:

* one (1) in number wall mountable intercom inclusive of 1 Call Button, microphone and speaker to enable communication with the indoor station, for the main entrance
* one (1) in number indoor station, inclusive microphone and speaker to enable communication with the main entrance station, and possibility of opening external gate.
* One (1) in number remote gate opening system, inclusive of electric lock, motor/s, control unit, transmitters and receivers, applicable cabling and any other accessories to enable the opening of the external gate via intercom

2. The system shall have the following specific functionalities:

The intercom and the gate shall be installed as an integrated system, enabling the remote opening of the gate through the intercom’s indoor station.

System shall be CE marked and ROHS compliant

Remote gate opening system shall have a manual bypass to enable operation in the eventuality of a power outage and/or fault/damage to the system.

3. Installation shall be inclusive of any necessary cabling and signage and any, software, accessories, and licences as well as a plan showing an ‘as installed’ system for security systems (including cabling), and Water tanks, signed by warranted Engineer.

4. Intercom and remote gate opening system shall be covered by a **two (2) year warranty** parts and labour.

### C. Intruder Alarm System

1. The Contractor shall The Contractor shall design, procure, deliver, install, test, commission (including applicable software programming as per Contracting Authority’s requirements), an intruder alarm system, inclusive of:

* Intruder Alarm Main Panel [May be integrated with Fire Alarm]
* Passive infrared (PIR) sensors
* Internal Sounders
* Externa Sounders
* Keypads
* Single Auto Dialler to cover BOTH Intruder Alarm System and Fire Alarm system
* Single backup battery pack to cover BOTH Intruder Alarm System and Fire Alarm system and provide increased autonomy beyond UPS.

2. The system shall have the following specific functionalities:

* The auto dialler shall automatically contact emergency services and management in the case of an alarm.
* The system shall be inclusive of a mobile application for remote access to the system
* Intruder Alarm system shall be connected to and be covered by the 30 minute autonomy provided by the UPS installed as part of the CCTV system above
* System shall cover access to Reception entrance and Main Rehab Area access.
* Alarm system shall have a multi-user functionality including at least One (master code) to arm and disarm the system and change settings, and at least five (5) other user codes to arm and disarm the system

3. Installation shall be inclusive of any necessary cabling and signage and any, software, accessories, and licences.

4. Intruder Alarm System shall be covered by a **two (2) year warranty** parts and labour.

### D. Fire Alarm System

1. The Contractor shall design, procure, deliver, install, test, train, commission (including applicable software programming as per Contracting Authority’s requirements), a fire alarm and detection system system, inclusive of:

* Fire Alarm Main Panel [May be integrated with Intruder Alarm]
* smoke detectors in reception, classroom, visitors centre, main rehab area, food stores, treatment room,
* remote LED indicator/s as necessary;
* rise-heat detector/s in kitchenette, reptiles’ room and mammals’ room;
* manual call points in visitors centre, main hall;
* (internal) sounders/beacons,
* (external) siren/beacon,
* interface module [May be integrated with Intruder Alarm]
* Single Auto Dialler to cover BOTH Intruder Alarm System and Fire Alarm system
* Single backup battery pack to cover BOTH Intruder Alarm System and Fire Alarm system and provide increased autonomy beyond UPS.

2. The system shall have the following specific functionalities:

* The auto dialler shall automatically contact emergency services and management in the case of an alarm.
* The system shall be inclusive of a mobile application for remote access to the system
* Fire Alarm system shall be connected to and be covered by the 30 minute autonomy provided by the UPS installed as part of the CCTV system above

3. Installation shall be inclusive of any necessary cabling and signage and any, software, accessories, and licences as well as a plan showing an ‘as installed’ system for security systems (including cabling), and Water tanks, signed by warranted Engineer.

4. Fire Alarm system shall be covered by a **two (2) year warranty** parts and labour.

## 4.4 Office Furniture,

The Contractor shall supply, deliver, and if applicable install the following items

Reception Area

* One (1) front office large L-Shaped Desk for reception area inclusive of under-desk storage units with drawers
* One (1) Office chair, swivel, black in colour, with arms
* Two (2) Visitor chairs, black in colour, no arms.

Education room to include:

* Seven (7) Office Desk
* Seven (7) Office Chairs, swivel, black in colour, with arms
* One (1) Shelving, 120m wide 180 to 200 cm high, 60 cm depth

Other Offices

* Two (2) large L-shaped Desks, inclusive of under-desk storage units with drawers
* One (1) Filing cabinet 120m wide 180 to 200 cm high, 60 cm depth. Having doors half height. Upper doors shall be of frosted glass. Shelving shall be adjustable. Doors shall be lockable
* One (1) Wall unit - L-shaped being circa. 270cm Wide, 180 to 200 cm high, 60 cm depth. Having at least two doors full height and four doors half height. Upper doors shall be of frosted glass. Shelving shall be adjustable. Doors shall be lockable.
* One (1) Shelving 120m wide 180 to 200 cm high, 60 cm depth

Small Kitchenette, including top and floor-level cupboards, sink with relevant connections, and impermeable kitchen top. Shall fit along a wall 3.98m wide.

All furniture shall be covered by a **two (2) year warranty** parts and labour

## 4.5 Fibreglass Water Tanks and Ancillary Systems

1. **STRUCTURAL STEELWORK**
   1. **Scope**
      1. The raised steel platform shall consists of vertical props fixed to the ground, and horizontal members supporting a steel grating walkway. The raised platform shall provide access to around the water tanks as a viewing platform, hence part of the framework shall be required to go round the tanks.
      2. The steel gating decking shall be able to withstand an unfactored load of 5 kN/m2. The whole steel platform will be required to be certified by a structural engineer.
      3. All members are to be hot dipped galvanized as per dedicated specification below, including bolts and accessories.
      4. The steel platform shall also feature a 1.1m high railing to protect users from falling.
   2. **General Requirements**
      1. Steel structural works shall generally comply with the provisions contained in the UK National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002.
      2. When the steelwork Contractor carries out detailing of the steelwork and design and detailing of connections based on the member design prepared by the Project Manager the information indicated in Table 1.2A, Design Checklist, Section 1, National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002, shall be submitted.
      3. When the steelwork Contractor carries out design and detailing of the steelwork commencing with the design of the members after the conceptual layout has been prepared by the Project Manager the information indicated in Table 1.2B, Design Checklist, Section 1, National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002, shall be submitted.
      4. When the steelwork Contractor carries out design and detailing of the steelwork commencing with arranging the layout of the members the information indicated in Table 1.2C, Design Checklist, Section 1, National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002, shall be submitted.
      5. The information required from the Contractor in relation to the following shall be as indicated in the relevant tables, Section 1, National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002:

* + 1. Workmanship Table 1.3
    2. Erection Table 1.4
    3. Protective Treatment Table 1.5
    4. Inspection and Tests Table 1.6
  1. **Materials**
     1. Material shall be steel in ROLLED SECTIONS, STRUCTURAL HOLLOW SECTIONS, PLATES and BARS and shall comply with the appropriate standard as indicated in Table 2.1, Material and Dimension Standards, National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002.
     2. All steel shall have been specifically tested in accordance with the appropriate material quality standard as indicated in Table 2.1, Material and Dimension Standards, National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002.
     3. The Steelwork Contractor shall have access to the manufacturer’s test certificates to ensure compatibility with any welding processes being used.
     4. Steel surfaces when used shall not be more heavily pitted or rusted than Grade C of BS EN ISO 8501-1.
     5. Surface defects in hot rolled sections, plates and wide flats revealed during surface preparation which are not in accordance with the requirements of BS EN 10163 shall be rectified accordingly.
     6. Surface defects in hot rolled hollow sections revealed during surface preparation which are not in accordance with the requirements of BS EN 10210-2 shall be rectified accordingly.
     7. Consumables for use in metal arc welding shall comply with BS EN 499, BS EN 440, BS EN 756 or BS EN 758 as appropriate.
     8. Ordinary Bolt Assemblies - Ordinary Bolt and nut (and washer if used) assemblies shall be as European Standards given in Table 2.2 or the British Standards given in Table 2.3, National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002.
     9. Pre-loadable Bolt Assemblies - Pre-loadable HSFG bolt assemblies shall be as given in Table 2.4, National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002.
     10. Foundation Bolts Assemblies - Holding down bolt assemblies shall be as given in Table 2.5, National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002.
     11. Cup and Countersunk Bolts - Cup and countersunk bolts shall be as given in Table 2.6, National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002.
     12. Lock Nuts for Bolt Assemblies - Lock nuts shall be in accordance with BS 4190.
     13. Coatings for Bolt Assemblies - Where specific coatings are required, they shall be provided by the fastener manufacturer and shall comply with the appropriate part of BS 7371.
     14. Proprietary studs used in composite construction shall be the headed type with the following properties after being formed:

(i) Minimum yield strength - 350 N/mm2

(ii) Minimum ultimate tensile strength - 450 N/mm2

(iii) Elongation of 15% on a gauge length of 5.65 √A, where A is the area of the test specimen.

* 1. **Protective Treatment Materials**
     1. Metallic Blast Cleaning Abrasives - Chilled iron grit shall be in accordance with BS EN ISO 11124–2, and .cast steel grit shall be in accordance with BS 11124–3.
     2. Surface Coatings - Paint materials and other coatings supplied shall be in accordance with the appropriate British Standard or European Standard for the materials.
     3. Sherardized Coatings - Sherardized coatings shall be in accordance with BS 4921.
     4. Galvanizing Materials - The composition of zinc in galvanizing baths shall be in accordance with BS EN ISO 1461, Hot-dip galvanizing, Galvanizing, Metal coatings, Coatings, Zinc, Iron, Steels, Weight (mass), Homogeneity, Thickness, Adhesion tests.
  2. **Proprietary Items**
     1. All proprietary items shall be used in accordance with the manufacturer’s recommendations and instructions.
  3. **Substitution of Material or Form**
     1. Material quality or form of components may, with the agreement of the Project Manager, be substituted where it can be demonstrated that the structural properties are not less suitable than the designed component and that compatibility with the intention of the design is maintained.
  4. **Information to be provided by the Contractor**
     1. Marking System - Every component which is to be individually assembled or erected shall be allocated an erection mark.
     2. Members which are identical in all respects may have the same erection mark.
     3. General Arrangement Drawings (Marking Plans) - Drawings shall be prepared by the Steelwork Contractor showing plans and elevations at a scale such that the erection marks for all members can be shown on them. The preferred scales are 1:100 or larger.
     4. The drawings shall identify member size, material quality, location relative to other members and the grid, and the specified surface treatment. They may include a reference system to connections.
     5. Details at an enlarged scale should also be made if these are necessary to show the assembly of members.
  5. **Foundation and Wall Interface Information**
     1. Information showing holding down bolts and the interface of steelwork components to foundations shall include a Foundation Plan showing the base location, position and orientation of columns, the marks of all columns, any other members in direct contact with the foundations, their base location and level, and the datum level.
     2. Similar information shall also be provided for components connecting to walls and other concrete surfaces.
     3. Complete details of fixing steel and bolts to the foundations or walls, method of adjustment and packing space shall be provided.
  6. **Fabrication Information for Components**
     1. Fabrication Shop Drawings or Fabrication Data used in the manufacturing system need only provide details and dimensions necessary for the manufacture of components. Such details shall be available to the FTS when so requested.
  7. **Attachment to facilitate Erection**
     1. Details of holes and fittings in components necessary for safety or to provide lifting and erection aids shall be included.
     2. Unless specified otherwise by the Project Specification, such holes and fittings may remain on the permanent structure. Account shall be taken of this detailing the welding of temporary attachments.
  8. **Welding**
     1. Any requirements for edge preparations for welds shall be indicated.
  9. **Packings, Clearances and Camber**
     1. The Steelwork Contractor shall make provision for packings which may be necessary to ensure proper fit-up of joints, the need for clearances between the fabricated components so that the permitted deviations in fabrication and erection are not exceeded and/or the design requirements for pre-set or cambers, .
  10. **Hole Sizes**
      1. Holes in components shall be shown in the sizes indicated in clause 3.4.5 of the National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002.
  11. **Holding Down Bolt Cover Plates**
      1. Holding down bolt details shall include provision of loose cover plates or washers with hole diameter 3mm greater than the holding down bolts.
  12. **Connections to allow movement**
      1. Where the connection is designed to allow movement, the bolt assembly used shall remain secure without impeding the movement.
  13. **Erection Drawings**
      1. When necessary to amplify the information given in his erection method statement the Steelwork Contractor shall prepare Erection Drawings.
      2. On completion of the project, the Contractor shall provide the Project Manager with detailed “As Erected” drawings (including copies in electronic format).
      3. Details and arrangements of temporary steelwork necessary for erection purposes shall be shown with the erection information.
  14. **Traceability of Steel**
      1. All steel to be used in The Works shall have a test certificate reference so that its properties are known and can be verified.
      2. The material grade shall be identifiable within the manufacturing system.
      3. Individual pieces shall be capable of positive identification at all stages of fabrication.
      4. Completed components shall be marked with a durable and distinguishing erection mark in such a way as not to damage the material. Hard stamping may be used, except where otherwise specified in the Project Specification.
      5. Where areas of steelwork are indicated on the drawings, or fabrication information, as being unmarked, they shall be left free of all markings and hard stamping.
  15. **Handling**
      1. Steelwork shall be bundled, packed, handled and transported in a safe manner so that permanent distortion does not occur and surface damage is minimised.
  16. **Cutting and Shaping**
      1. Cutting and shaping of steel may be carried out by sawing, shearing, cropping, plasma cutting, laser cutting, nibbling, flame cutting, planing or machining. Hand-held cutting shall only be used where it is impractical to use machine flame cutting.
      2. Flame-cut edges which are free from significant irregularities shall be accepted without further treatment except for the removal of dross, otherwise cut edges shall be dressed to remove irregularities.
  17. **Machining, Dressing, Holing, Punching and Reaming**
      1. Thickness of Machined Parts - The thickness of elements shown on the drawings as requiring machining shall mean the minimum thickness after the machining operations.
      2. Removal of Burrs - Cut edges shall be dressed to remove dross, burrs, and irregularities. Holes shall be dressed as required to remove burrs and protruding edges.
      3. Dressing of Edges - Sharp edges shall be dressed, but a 90° rolled, cut, sheared or machined edge is acceptable without further treatment.
      4. Holes - Round holes for fasteners or pins shall be drilled, punched or plasma cut.
      5. Matching holes for fasteners or pins shall register with each other so that fasteners can be inserted freely through the assembled members in a direction at right angles to the faces in contact. Drifts may be used but holes shall not be distorted.
      6. Drilling Through More Than One Thickness - Where the separate parts are tightly clamped together drilling shall be permitted through more than one thickness. The parts shall be separated after drilling and any burrs removed.
      7. Punching full size - Full size punching of holes shall be permitted when all the following conditions are satisfied:
  18. The tolerance on distortion of the punched hole does not exceed that shown in Section 7, National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002.

1. The holes are free of burrs which would prevent solid seating of the parts when tightened;
2. The thickness of the material is not greater than 30mm, nor greater than the diameter of the hole being punched;
3. In spliced connections when the holes in mating surfaces are punched in the same direction and the splice plates marked to show the assembly faces, if packed separately.
   * 1. Punching is permitted without the conditions in 4.6.3, provided that the holes are punched at least 2mm less in diameter than the required size and the hole is reamed to the full diameter after assembly.
     2. Slotted holes shall be punched, plasma cut or formed by drilling two holes and completed by cutting.
   1. **Assembly**
      1. Connected components shall be drawn together such that they achieve firm contact consistent with the requirements for fit-up or direct bearing.
      2. Drifting of holes to align the components shall be permitted, but must not cause damage or distortion to the final assembly.
   2. **Curving and Straightening**
      1. Curving or straightening components during fabrication, shall be performed by one of the following methods:
4. mechanical means, taking care to minimise indentations, or change of cross-section;
5. the local application of heat, ensuring that the temperature of the metal is carefully controlled, and does not exceed 650°C;
6. the induction bending process when the procedure used includes careful temperature control;
   1. **Storage**
      1. Stacking - Fabricated components which are stored prior to being transported or erected shall be stacked clear of the ground, and arranged if possible so that water cannot accumulate. They shall be kept clean and supported in such a manner as to avoid permanent distortion.
      2. Individual components shall be stacked and marked in such a way as to ensure that they can be identified.
   2. **Workmanship**
      1. Welding methods shall comply with Section 6, National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002.
      2. Bolts and bolt assemblies, including pre-loaded bolt assemblies shall comply with Section 7, National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002.
      3. Permitted deviations in cross section, length, straightness, flatness, cutting, holing and position of fittings shall be as specified in 7.2 to 7.5 of Section 7, National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002.
      4. The Steelwork Contractor shall prepare a written detailed method statement. The Steelwork Contractor shall submit the method statement to the Engineer for acceptance at least two weeks before erection commences. Erection shall not commence before the method statement has been accepted by the Project Manager.
      5. Erection of steelwork shall comply with the requirements of Section 8, National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002.
      6. Permitted deviations in erected steelwork shall be as specified in 9.1 to 9.6 of Section 9, National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002.
   3. **Corrosion**
      1. All steel elements shall be protected against corrosion in accordance with EN ISO 12944, Part 2, corrosion category C5-M.
      2. The categories of rust shall be as indicated in ISO 8501-1, ranging from Class A to class D.
   4. **Protective Treatment – Surface Preparation**
      1. Surface Cleanliness - At the time of coating the surface cleanliness of the steelwork to be coated shall be in accordance with BS EN ISO 8501-1, preparation grade SA 2 ½.
      2. The preparation of steel surfaces using power tool cleaning shall be as indicated in EN ISO 8504-3.
      3. Surface Profile - The surface profile of the steelwork to be coated shall be compatible with the coating to be applied in accordance with BS EN ISO 8503-2.
      4. Measurement of Surface Profile - Measurement of the surface profile of steelwork to be coated shall be made using the methods given in BS EN ISO 8503-2.
      5. Surface Defects - Surface defects revealed during surface preparation shall be dealt with in accordance with Section 2.5, Section 2, National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002.
   5. **Protective Treatments – Sprayed Metal Coatings**
      1. Zinc or aluminium sprayed coatings shall be applied to the surface as required by BS EN 22063 to the thickness indicated in the Drawings.
      2. All reinstatement of damaged coatings shall be made good to the standard of the original work.
      3. Sealing Before Painting - Where a sprayed metal coating is to be overcoated subsequently, it shall be sealed before the application of the overcoating in accordance with BS EN ISO 12944-4.
   6. **Protective Treatment – Metallic Coatings**
      1. Hot dip galvanizing shall be carried out in accordance with EN ISO 1461. The typical coating thickness shall be 85 microns for sections not less than 6mm.
      2. The Steelwork Contractor shall agree with the Engineer the position of vent and drainage holes in hollow members as laid down in BS EN ISO 14713, and any requirements for subsequent sealing.
      3. Thermal (metal) spraying with either zinc or aluminium shall comply with EN 22063. Typical coating thickness is 150 – 200 microns for aluminium and 100 – 150 microns for zinc.
   7. **Protective Treatment – Paint Coatings**
      1. Surface Preparation Prior to Painting - Steelwork shall be prepared for coating in accordance with clause 10.2, Section 10, National Structural Steelwork Specifications for Building Construction, 4th Edition, 2002.
      2. Painting of Site Weld Areas and Fasteners - Site weld areas and fasteners which are not suitably protected shall be painted with an approved paint system to ensure similar properties, performance and compatibility with the protective treatment system being used on the surrounding surfaces.
      3. Fasteners and bolt assemblies which are supplied with a protective treatment which is equivalent to the protective treatment on the steelwork need not be painted.
      4. The paint coating shall normally consist of 3 in number layers:

Primer Coat Zinc rich Epoxy 40 μm

Undercoat High build Epoxy MIO 100 μm

Finish Recoutable polyurethane finish 60 μm

* 1. **Protective Treatment – Paint Types**
     1. The following types may be used as indicated in the Drawings or Bills of Quantities:
* Air Drying Paints: Eg. Alkyds
* One pack Chemical Resistant paints: Eg. Acrylated rubbers, Vinyl
* Two pack Chemical Resistant paints: Eg. Epoxy, urethane
* Prefabrication primers: Eg. Etch, Epoxy, Zinc Epoxy, Zinc Silicate
  1. **Coating of Surfaces to be encased in Concrete**
     1. Structural steel surfaces to be encased in concrete may be left unpainted and need not be blast-cleaned unless instructed otherwise by the Project Manager.

1. **Fibreglass tanks**
   * 1. The following tank diameter sizes are required, each having a height of 2.4m, including:

* 8 in number of 1.2m diameter
* 6 in number of 2m diameter
* 2 in number of 3m diameter
  + 1. Water tanks shall be used for marine hatchery. The location of these tanks shall be as shown on drawings. They shall be manufactured in ultra violet stabilised fiberglass reinforced plastic. Tanks shall be suitable for sea water and the lining shall not include any substance which may dissolve. The interior gelcoat shall be treated against algae and bacteria growth.
    2. Each tank shall be circular in shape and shall be adequately braced and stiffened to prevent any distortion when in operation or when tested for its storage capacity. All tanks shall be supported on the ground. All connections shall be full bore as the connected pipe. The tank must have an inlet and outlet connection for pipe connections at a later stage. The diameter size for the pipe outlets shall be approved by the engineer in charge. Tanks shall be provided with a suitable cover or lid, which shall have means for closing such as clips. A screwed lid shall be preferred.
    3. The tank shall be finished with two coats of stone coloured paint after having been coated with a suitable primer. The internal and external surfaces shall consist of smooth gel coated finish.
    4. The tanks shall be certified by a Warranted Engineer that they are available to withstand the water loads and fit for purpose and their use.

## 4.6 Equipment for the Foods Stores, Treatment Room, Vivaria etc

The Contractor shall supply, deliver, and if applicable install the following items. All such items shall be covered by a **two (2) year warranty** parts and labour

|  |  |
| --- | --- |
| **Item** | **Specifications** |
| **Equipment for Foods Store** |  |
| * One (1) Fridge | Volume 80L  Having a digital display to show internal temperature  Capable of storing food at 4°C and return to such a temperature soon (indicatively 20 minutes) after use |
| * One (1) Chest freezer | Having a minimum internal length of 1.5 m  Having a digital display to show internal temperature  Capable of achieving and maintaining a temperature of -36°C  Having a Super-freeze functionality, as well as a super freeze pilot indicator |
| * One (1) Chest freezer (for dead animals)1 | Volume 400L  Without prejudice to the above, internal size shall be such that it shall be able to hold four crates having dimensions of 50 cm x 60 cm x 18 cm  Having a digital display to show internal temperature  Capable of achieving and maintaining a temperature of -36°C  Having a Super-freeze functionality, as well as a super freeze pilot indicator |
| * One (1) Stainless steel table | Made of 316L, marine grade, grade stainless steel, polished in finish  Having dimensions of Length: 1.2 m, Depth: 60cm  Having Adjustable Legs, providing a height range of at least within the 85 cm to 93 cm bracket |
| * One (1) Bin | Having a volume of 80L, made of plastic, black in colour |
| * One (1) Cutting Board Nylon | Having dimensions 60 cm x 60 cm, and at least 2cm thick  Having an L-shaped section, with a drop down edge, along one of the edges, being 5cm in height.  60cm  2cm  5cm |
| * Two (2) Knives 10 inch Blade C/C (includes knife sharpener and plastic containers) | Having Plastic handles, and a curved front blade |
| * One (1) Sink | Made of 316L, marine grade, grade stainless steel, polished in finish  Mixer shall have elbow-lever control  Dimensions of sink shall be 60 cm \* 60 cm |
| * One (1) Wash hand basin | Made of 316L, marine grade, grade stainless steel, polished in finish  Small in size  Mixer shall be pedal operated to avoid contact between soiled hands and mixer |
| * One (1) Thawing out board | Size of board shall be such that it allows for the draining into the sink OR directly to a dedicated entry into the bottletrap of the sink. |
| Equipment and Dry Food Store |  |
| * Two (2) in number Storage Shelving Racks | Having approximate dimensions as follows: Length: 6m, Height: 2.5m x Depth 45cm to 50 cm  Corrosion proof, keeping in view that it could store strong alkaline or acidic chemicals |
| Reptilian Room |  |
| * Four (4) in number, Vivaria having approximate dimensions as follows: 1.2m x 0.6m x 0.7m * Four (4) in number, Vivaria having approximate dimensions as follows: 0.75m x 0.5m x 0.5m * Four (4) in number, Vivaria having approximate dimensions as follows: 0.45m x 0.4m x 0.4m | Each vivarium shall meet the following specs:   * Made of Glass * Having UVA and UVB light bulbs * Having day-light bulbs * Having two relative humidity indicators, one each at two diagonally opposite corners * Having two temperature readers, one each at two diagonally opposite corners * Having a fan for ventilation on the side or top * Having one (1) heat mat and one (1) ceramic heat bulb, suitable in size and power for the requirements of the specific vivarium * Being securely lockable to prevent escapes as well as unauthorised access   The vivaria shall be stackable on shelves, and the installation shall include the shelving in the rooms to host the vivaria in question. |
| Mammalian Room |  |
| * Ten (10) in number, Vivaria having approximate dimensions as follows: 1.2m x 0.6m x 0.7m * Four (4) in number, Vivaria having approximate dimensions as follows: : 0.45m x 0.4m x 0.4m | Each vivarium shall meet the following specs:   * Have a solid, stainless steel (316L marine grade) top, bottom and back, whilst having the size and front made of stainless-steel mesh. In the case of the larger vivaria, the mesh shall have an aperture/ opening size of 10mm x 10 mm. In the case of the smaller vivaria, the aperture/ opening size shall be not more than 3mm x 3mm, preferably smaller. * Having one (1) heat mat and one (1) ceramic heat bulb, suitable in size and power for the requirements of the specific vivarium * Having ceramic feeding bowl and ceramic water bowl * Being securely lockable to prevent escapes as well as unauthorised access   The vivaria shall be stackable on shelves, and the installation shall include the shelving in the rooms to host the vivaria in question. |
| Treatment room |  |
| * One (1) Stainless steel table | Made of 316L, marine grade, grade stainless steel, polished in finish  Having dimensions of Length: 1.2 m, Depth: 60cm  Having Adjustable Legs, providing a height range of at least within the 85 cm to 93 cm bracket |
| * One (1) Cabinet glass/unit | Made of 316L, marine grade, grade stainless steel, polished in finish, having glass door  Suitable for the safe keeping of medicinals and instruments  Capacity (Litres)36 litres  Height x Width x Depth540mm x 450mm x 510mm  Lockable |
| * One (1) Small refrigerator | Domestic, 90L |
| * One (1) Stainless steel treatment/examination table | Made of 316L, marine grade, grade stainless steel, polished in finish  Having dimensions of Length: 1.15 to 1.20 m, Depth: 55-60cm, Height c. 85cm  Capacity 170 KG |
| * One (1) Endoscope 75cms |  |
| * Two (2) sets of Surgical equipment | Each set shall include:  Two (2) sizes of scalpel handles  Two (2) sizes of needle holders, one large (c.20cm) and one small (c. 15cm)  Two (2) sizes of tweezers, one circa 4” and one circa 6”  Six (6) mosquito Artery Forceps curved  Six (6) mosquito Artery Forceps straight (c. 15cm)  Six (6) Artery Forceps curved  Six (6) Artery Forceps straight (˃ 20cm) |
| * One (1) Saddle Stool | Made of anti-bacterial material,  adjustable height stool  120kg Maximum user weight  Up to 60cm height range |
| * One (1) Inspection Light lamp Mobile | Max. light power 30,000 lux @ 50 cm  Light adjustment from 0% to 100%  Colour temperature 4,000 to 4,500 °K  White in colour |
| * One (1) Inspection Light Lamp Wall-mounted | Max. light power 60,000 lux @ 50 cm  Light field diameter (d50) c. 10 cm @ 50 cm  Colour temperature 4,000 to 4,500 °K  White in colour |
| * One (1) Stainless steel trolley | Stainless steel dressing/instrument/theatre trolley with removable shelves  Dimensions 600 x 450mm (L x W), c. 85cm (H) |
| * One (1) Freezer Carcasses | Capacity c. 200 - 220 L  Door Lock  CFC & HCFC Free  Temperature Set-Point Range: - 18 to - 22 C  Visual High-Temperature Alarm  Operator Controlled Defrost |
| * One (1) in number, Reptalian Vivarium having approximate dimensions as follows: 1.2m x 0.6m x 0.7m | Each vivarium shall meet the following specs:   * Made of Glass * Having UVA and UVB light bulbs * Having day-light bulbs * Having two relative humidity indicators, one each at two diagonally opposite corners * Having two temperature readers, one each at two diagonally opposite corners * Having a fan for ventilation on the side or top * Having one (1) heat mat and one (1) ceramic heat bulb, suitable in size and power for the requirements of the specific vivarium * Being securely lockable to prevent escapes as well as unauthorised access   The vivaria shall be stackable on shelves, and the installation shall include the shelving in the rooms to host the vivaria in question. |
| * One (1) in number, Mamalian Vivarium having approximate dimensions as follows: 1.2m x 0.6m x 0.7m | Each vivarium shall meet the following specs:   * Have a solid, stainless steel (316L marine grade) top, bottom and back, whilst having the size and front made of stainless-steel mesh. In the case of the larger vivaria, the mesh shall have an aperture/ opening size of 10mm x 10 mm. In the case of the smaller vivaria, the aperture/ opening size shall be not more than 3mm x 3mm, preferably smaller. * Having one (1) heat mat and one (1) ceramic heat bulb, suitable in size and power for the requirements of the specific vivarium * Having ceramic feeding bowl and ceramic water bowl * Being securely lockable to prevent escapes as well as unauthorised access   The vivaria shall be stackable on shelves, and the installation shall include the shelving in the rooms to host the vivaria in question. |
| Others |  |
| * One (1) Microwave | Compact and spacious microwave oven (20 L)  800W oven power  1000W Quartz grill power on 2 levels  11 programs combined with automatic weight  Glass plate - 28.8 cm |
| * One (1) Control IT |  |

# 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.

1. The items Furniture forms part of the item Plastering and Decorating in the Preliminary Agreement relative to ERDF 05.121. [↑](#footnote-ref-1)