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

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| **REFERENCE NUMBER:** | **ERDF.05.121 – Tender 022** | |
|  |  | |
| **Drilling of a Sea-Water Borehole and Installation of a 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:** | **Sunday 18th October 2020** |  |
| **Deadline for Submission:** | **Monday 9th November 2020** | **at 12:00am CET/CEST** |
| **Tender Opening:** | **Monday 9th November 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.  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 for this Call for Tenders has been based on comprehensive research including appropriate financial analysis. In the context of this procurement, the Estimated Procurement Value, based on market research, is that of € 15,000 excluding VAT.  The purpose of this value shall be the guidance of prospective bidders when submitting their offer and is not to be considered as a binding capping price.  Therefore, the published Estimated Procurement Value is not restrictive and final on the Contracting Authority. Economic Operators are free to submit financial offers above or below the Estimated Procurement Value. However, the Contracting Authority reserves the right to accept or reject Financial Offers exceeding the Estimated Procurement Value | |
| 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 a sea-water borehole pump * Installation of pipework * Commissioning of whole system * Submission of drawings   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 INCOTERM2020 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) | Friday 23rd October 2020 | 10:00 hrs | | Deadline for request for any additional information from the NGO  **Clarification requests should be addressed to: *info@naturetrustmalta.org*** | Tuesday 27st October 2020 | 12:00 hrs  (noon) | | Last date on which additional information can be issued by the NGO | Sunday 1st November 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) | Monday 9th November 2020 | 12:00 hrs  (noon) | | \* All times Central European Time (CET) / Central European Summer Time (CEST) as applicable | | | | | |
|  |  | |
|  | 3. Lots | |
|  |  | |
| 3.1 | This tender is not divided into lots, and tenders must be for the whole of quantities indicated. Tenders will not be accepted for incomplete quantities. | |
|  |  | |
| 4.1 | 4. Variant Solutions  Variant solutions are not permissible. | |
|  | 5. Financing | |
| 5.1 | The project is *co-financed* by the European Union/Government of Malta, in accordance with the rules of European Regional Development Fund (ERDF) Operational Programme 1 - Co-financing rate: 80% European Union; 20% National Funds | |
| 5.2 | The Contracting Authority of this tender is *Nature Trust Malta* | |
|  |  | |
|  | 6. Clarification Meeting/Site Visit/Workshop | |
|  |  | |
| 6.1 | A clarification meeting/site visit will be held on the date and time indicated in Clause 2, at Xrobb l-Għaġin Nature Park to answer any questions on the tender document which have been forwarded in writing, or are raised during the same meeting. Minutes will be taken during the meeting, and these (together with any clarifications in response to written requests which are not addressed during the meeting) shall be posted online on the NGOs website as a clarification note as per Clause 6.1 of the General Rules Governing Tendering for NGOs.  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 | |
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|  | Economic Operators are to complete the Eligibility Section through the ESPD and the necessary documents as follows: (Note2) | |
|  |  | |
|  | **(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 2)  Information re Joint Venture/Consortium (Note 2) |
|  | (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 – Bidders shall use the form provided. (Note 3). |
|  | (ii) | Key Experts Form(Note 2), the Statement of Exclusivity and Availability Form(Note 2), and, if applicable, Public Employees Declaration Form(Note 2), in respect of:   * Warranted Engineer * Skilled Installer |
|  | (iii) | 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. (Note 2) |
|  | (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)2020 (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.*  *3. No rectification shall be allowed. Only clarifications on the submitted information may be requested.*  ***Request for Clarification and / or rectifications concerning a previous request dealing with the same shortcoming shall not be entertained.*** | |
| 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 if/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  5.8 Without prejudice to the General Conditions, any to any other reference in the present tender document, the Supervisor shall refer to:   * the Consultant Engineer engaged by the Contracting Authority   5.9 Without prejudice to the above, unless otherwise specified in the text, any reference to Engineer, shall refer to:   * the Consultant Engineer engaged by the Contracting Authority | | | |
| Article 8: Supply of Documents | | | |
| 8.4 The Contractor shall supply the following documents:  1. Prior to the commencement of works, the Contractor shall provide the Contacting Authority with:   * A report detailing the **Health and Safety Assessment, including risk mitigation measures to be adopted,** for the carrying out of the necessary works for the tender implementation up to commissioning. It shall outline all risks involved and measures to be taken to minimise or eliminate potential risks. The report is to be prepared and signed by a competent person and to be submitted **within three weeks** from last signature of Contract. * Drawings and diagrams relative coring of the borehole, the HDPE lining, the installation of the sea water borehole pump, and relevant pipeworks as per Articles 2.1.6 and 3.1.6 of the Terms of Reference (Section IV)   2. 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. Such drawings shall be submitted in 1 hard copy and a digital copy on 2 separate USBs. | | | |
| 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, the Contractor shall submit the drawings as outlined in Article 8.4 of these Special Conditions. * 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 | | | |
| **13.1** 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 Contract will not be endorsed by the Contracting Authority / NGO until the Performance Guarantee is submitted. 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.  Economic Operators have the possibility to provide the Contracting Authority with a Single Bond covering the performance guarantees for all the contracts with the same Contracting Authority. If an additional contract is awarded to a given contractor, which results in an economic operator’s current cumulative contracts value to go beyond the contract value range currently covered by the Single Bond, the contractor is to be requested to; either submit a separate Performance Guarantee for the additional contract; or else submit a new Single Bond to cover the new total contracts value or submit an amendment to the original Single Bond specifying the new amount. If an Economic Operator chooses to make use of the Single Bond, he must submit a letter from the respective Contracting Authority specifying that the amount of the Single Bond covers the new Contract, otherwise the new Contract Agreement would not be signed. | | | |
| 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) | | | |
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| 15.1 The Contractor shall **not** be required to submit a programme of works, but is required to follow the timeframes set by the Contracting Authority in 15.2. | | | |
|  | | | |
| 15.2 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 | |
|  | Submission of Health and Safety Report by Competent Person | Three weeks from signature of Contract | |
|  | Submission to the Consultant Engineer of drawings and diagrams relative coring of the borehole, the HDPE lining, the installation of the sea water borehole pump, and relevant pipeworks as per Articles 2.1.6 and 3.1.6 of the Terms of Reference (Section IV | Three weeks from signature of Contract | |
|  | Preliminary works | One (1) week from Order to Commence drilling works\* | |
|  | Coring of seawater borehole | Two (2) Months from Order to Commence drilling works | |
|  | Installation and Commissioning of seawater pump and pipeworks |
|  | Submission of drawings | One (1) week from the Commissioning of the seawater pump. | |
| \* Subject to timeframes relative to the granting of the Permit being Deliverable 1 above | | | |
|  | | | |
| 15.3 As per General Conditions | | | |
|  | | | |
| Article 17: Contractor’s Drawings/Diagrams | | | |
| The Contractor shall submit to the Supervisor for approval:  a) the drawings, documents, samples and/or models, according to the time limits set in Article 15.2 of these Special Conditions. Such drawings shall be submitted to the Supervisor. | | | |
|  | | | |
| Article 18: Tender Prices | | | |
| As per General Conditions | | | |
|  | | | |
| Article 20: Safety on Site | | | |
| 20.2 Further to the provisions of the General Conditions, it is the obligation of contractors to carry out a suitable, sufficient and systematic assessment of all the occupational health and safety hazards which may be present at the place of work and the resultant risks involved concerning all aspects of the work activity. | | | |
| 20.3 Further to the provisions of the General Conditions, it is also the duty of a contractor to cooperate with other employers, contractors and, or self-employed persons who share a common work place, on the implementation of Health and Safety provisions. The contractor or his designate shall co-ordinate necessary actions in matters which concern protective and preventive measures, and shall inform all on site as well as the Project Supervisor regarding any potential risks. | | | |
|  | | | |
| Article 22: Interference with Traffic | | | |
| N/A | | | |
|  | | | |
| Article 25: Demolished Materials | | | |
| Without prejudice to the General Conditions the Contracting Authority / NGO may request the handing over of the cores from the drilling of the borehole. | | | |
|  | | | |
| 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.  Without prejudice to the above, should the delays result in the Contracting Authority / NGO missing out on any ERDF funds related to the contract, the Contractor shall be liable for any loss of funds incurred. | | | |
|  | | | |
| Article 35: Modification to the Contract | | | |
| As per general Conditions | | | |
|  | | | |
| Article 37: Work Register | | | |
| 37.1 As per general Conditions | | | |
| 37.3 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 | | | |
|  | | | |
| 46.1 Without prejudice to the General Conditions, no price revision is possible. | | | |
| 46.2 Prices contained in the Contractor's tender shall be deemed:   1. to have been determined on the basis of the conditions in force up to the date fixed for submission of tenders, in the case of direct agreement contracts, on the date of the contract; 2. to have taken account of the legislation and the relevant tax arrangements applicable at the reference date fixed in sub-criteria(a). | | | |
|  | | | |
| **46.3** In the event of changes to, or introduction of, any national or state statute, ordinance, decree or other law, or any regulation or bye-law of any local or other public authority, after the date fixed for the submission of tenders, which causes a change in the contractual relationship between the parties to the contract, the Contracting Authority and the Contractor shall consult, together and with the Managing Authority responsible for the Management of ERDF funds on how best to proceed further under the contract, and may as a result of such consultation decide, with the prior approval of the Central Government Authority:   1. to modify the contract; or 2. to provide for compensation for any imbalance caused by one Party to the other; or to terminate the contract by mutual agreement. | | | |
|  | | | |
| 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. The Contracting Authority shall pay a pre-financing amount as per Article 44 of these Special Conditions, and the balance following the issue of the completion of works, commissioning of the pump and submission of documents. | | | |
|  | | | |
| Article 50: Delayed Payments | | | |
|  | | | |
| **50.1** 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 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 the third quarter 2021.  Without prejudice, the Contractor is bound by the timeframes established in as per Article 15 of these Special Conditions. | | | |
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| Article 56: Partial Acceptance | | | |
| N/A | | | |
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| 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 warranty 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**

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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.** |

## 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.

## Specifications for the Sea Water Borehole Coring and Lining

***All materials, equipment, accessories etc. required for the installation of the borehole pump shall be suitable to operate for sea water operation.***

### ***2.1 PREAMBLE TO SPECIFICATION***

### 2.1.1 Scope of work under this sub-section

The work covers the coring of the seawater borehole, the HDPE lining.

The contractor shall:

* Execute work in a diligent and competent manner.
* Complete the work in its entirety, to the Engineer's satisfaction and in accordance with the design and instructions of the responsible Engineer.

### 2.1.2 Discrepancies

Special attention has been given such that as far as possible, the drawings, specification and schedule of items, detail the whole of the requirements for this work. The tenderer shall however satisfy himself that these documents cover the complete systems, as regards materials, equipment and accessories, for the correct and proper operation of the installation as a whole.

### 2.1.3 Extent of Works

This part of the works includes for:

1. Borehole Coring
2. Borehole Lining

### 2.1.4 Complete System

The system shall be complete and working in all respects, and shall include all necessary accessories, fittings, ancillary equipment, pipes, vents, strainers, valves, controlling equipment, drains etc., and all items not specifically mentioned according to the scope and spirit of this description.

### 2.1.5 Protection of works

The Contractor shall protect all equipment, material and works until taken over by the Contracting Authority and shall remain the Contractor’s sole responsibility until official handing over.

### 2.1.6 Working Drawings

The Contractor shall be responsible for the preparation of all-working drawings, diagrams, schedules of materials, etc., necessary, to be submitted to the Engineer for approval before proceeding with the works.

### 2.1.7 Alternatives

The tenderer is NOT ALLOWED TO CHANGE ANY OF THE DESIGN PARAMETERS, PIPE SIZES, and SIZES OF DUCTS ETC. IN THIS EVENT THE TENDER SHALL NOT BE CONSIDERED AND THE TENDERER SHALL BE DISQUALIFIED.

### 2.1.8 Records

The contractor shall keep such records as necessary, in order to be able to complete the as-fitted drawings upon completion of the works.

### 2.1.9 Scheduling of Works and Coordination

The whole works shall be scheduled by the main contractor on site by consulting the engineer and Contracting Authority’s requirements. The contractor is responsible for preparing an overall works programme which shall require the approval of the engineer and Contracting Authority. The contractor shall bind himself to co-ordinate the programme of works with the works of other contractors.

### 2.1.10 Submittals

The contractor is to submit technical literature covering all key components of the system being proposed.

### **2.2 Workmanship**

### 2.2.1 Regulations

All work shall be carried out in accordance with the relevant safety regulations, British Standard Code of Practice BS 5720or equivalent, BS 8313or equivalent and normal trade practice and to the entire satisfaction of the Consulting Engineer.



### 2.2.2 General Conditions

All work is to be executed according to the general workmanship specification found elsewhere, unless otherwise specified to the contrary hereunder.

### 2.3 MATERIALS SPECIFICATION – Borehole Drilling

* + 1. The sea water borehole shall be drilled at the location as indicated by the Architect in charge.
    2. The sea water shall be drilled to a sufficient depth and location so as to ensure sufficient water volume and a sea water salinity of 32,000 ppm. The depth of drilling has to ensure the required volume and salinity shall be carried out at no extra cost.
    3. The sea water borehole shall be sleeved with HDPE piping as specified herewith. No hammering of the sleeve shall be carried out during installation, so as to prevent any vibrations which may impact the cave and overlying temple which lie within a radius of few meters from the site. The method of drilling the borehole itself shall be of the type that no vibrations are generated.
    4. The diameter of the borehole shall be of 6 inches when taking into consideration the volume of water required, the thickness of HDPE lining, according to manufacturers’ instructions.
    5. The borehole lining shall be Carbon Free HDPE pipework suitable for sea water borehole installation, complete with male/female connections at the end of the pipe for flush installation between pipe sections.
    6. 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.
    7. 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.

## Specifications for the Sea Water Borheole Pump and Pipeworks

***All materials, equipment, accessories etc. required for the installation of the borehole pump shall be suitable to operate for sea water operation.***

### 3.1 PREAMBLE TO SPECIFICATION

### 3.1.1 Scope of work under this sub-section

The work covers the supply and installation of the sea water borehole pump, and relevant pipeworks.

The contractor shall:

* Execute work in a diligent and competent manner.
* Complete the work in its entirety, to the Engineer's satisfaction and in accordance with the design and instructions of the responsible Engineer.

### 3.1.2 Discrepancies

Special attention has been given such that as far as possible, the drawings, specification and schedule of items, detail the whole of the requirements for this work. The tenderer shall however satisfy himself that these documents cover the complete systems, as regards materials, equipment and accessories, for the correct and proper operation of the installation as a whole.

### 3.1.3 Extent of Works

This part of the works includes for:

* Borehole Pump

All major pipelines and service type shall be identified according to BS 1710: 2014.

### 3.1.4 Complete System

The system shall be complete and working in all respects, and shall include all necessary accessories, fittings, ancillary equipment, pipes, vents, strainers, valves, controlling equipment, drains etc., and all items not specifically mentioned according to the scope and spirit of this description.

### 3.1.5 Protection of works

The Contractor shall protect all equipment, material and works until taken over by the Contracting Authority and shall remain the Contractor’s sole responsibility until official handing over.

### 3.1.6 Working Drawings

The Contractor shall be responsible for the preparation of all-working drawings, diagrams, schedules of materials, etc., necessary, to be submitted to the Engineer for approval before proceeding with the works.

### 3.1.7 Alternatives

The tenderer is NOT ALLOWED TO CHANGE ANY OF THE DESIGN PARAMETERS, PIPE SIZES, and SIZES OF DUCTS ETC.

IN THIS EVENT THE TENDER SHALL NOT BE CONSIDERED AND THE TENDERER SHALL BE DISQUALIFIED.

### 3.1.8 Records

The contractor shall keep such records as necessary, in order to be able to complete the as-fitted drawings upon completion of the works.

### 3.1.9 Scheduling of Works and Coordination

The whole works shall be scheduled by the main contractor on site by consulting the engineer and Contracting Authority’s requirements. The contractor is responsible for preparing an overall works programme which shall require the approval of the engineer and Contracting Authority. The contractor shall bind himself to co-ordinate the programme of works with the works of other contractors.

### 3.1.10 Submittals

The contractor is to submit technical literature covering all key components of the system being proposed. The technical submittal by itself does not confirm or otherwise that any change in specification has been accepted.

### **3.2 Workmanship**

### 3.2.1 Regulations

All work shall be carried out in accordance with the relevant safety regulations, British Standard Code of Practice BS 5720 or equivalent, BS 8313or equivalent and normal trade practice and to the entire satisfaction of the Engineer.



### 3.2.2 General Conditions

All work is to be executed according to the general workmanship specification found elsewhere, unless otherwise specified to the contrary hereunder.

### 3.2.2 Piping Installation

Pipes types for the various installations shall be as follows:

|  |  |
| --- | --- |
| Borehole Pump Pipework: | The pipework shall be of the flexible type and capable to withstand the designed pressure of the system to deliver water from the borehole to the settling tank, the pipe shall be complete with a reinforced rib for location of power cable. The pipework shall be a proprietary system specifically designed for seawater borehole pump applications.    The pipe shall be suitable to use for seawater and shall be total corrosion and internal scaling resistant. The pipe shall also be supplied complete with reel and motorised winch. The winch shall be suitably rated to take the weight of the water and the pump.  The pipework shall be capable to withstand the loading of the pump, weight of water, power cable, couplings and any other attachments, in order to use the pipe itself to lift the pump from the borehole. |

### 3.3 MATERIALS SPECIFICATION – Borehole Pump

* + 1. This pump shall be capable of lifting sea water from the bore hole up to the settling tank located in the tank area as located in the Drawings.
    2. All parts of the pump shall be stainless steel 904L, bronze or gunmetal; no cast iron shall be used. The pump is to be complete with strainer and water safety switch which shall impede the pump from functioning if there is no water in the borehole. Pump bearings shall need no periodic lubrication. The motor shall be hermetically sealed to prevent any possibility of contact with water. The pump shall also be supplied complete with active corrosion protection. The pump shall also be complete with a stainless-steel wire rope and all necessary fittings and accessories to be able to lift the pump from the well, as a back-up to the main pipe.
    3. The pump shall be activated by means of a level switch located in the settling tank.
    4. The pump shall have the following minimum characteristics:

|  |  |  |
| --- | --- | --- |
|  | Diameter | 4 inches |
|  | Flow rate | 5m3/hr |
|  | Head | 75 m |
|  | Power Supply | 230 / 400 V, 50 Hz |
|  | Starting | Variable Speed Drive |

# SECTION 5 – SUPPLEMENTARY DOCUMENTATION

## 5.1 – Draft Contract Form

## 5.2 – Glossary

## 5.3 – Specimen Performance Guarantee

## 5.4 – Specimen Tender Guarantee

## 5.5 – 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.

## 5.6 – General Rules Governing Tendering for NGOs

The contents of this procurement document complement the latest version of the General Rules Governing Tenders applicable on the date of the publication of this tender, the Terms of Use and the Manual for Economic Operators applicable to Government’s e-Procurement Platform (available from the Resources section of [www.etenders.gov.mt](http://www.etenders.gov.mt)).