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

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| **REFERENCE NUMBER:** | **ERDF.05.121 – Tender 027** | |
|  |  | |
| **Tender for the Manufacture, supply, delivery and installation of fiberglass watertanks, Galvanized steel platform and Vinyl Collapsible tank as part of ERDF Project ERDF.05.121 – Wildlife Rehabilitation Centre** | | |
| **Date Published:** | **Sunday 29th November 2020** |  |
| **Deadline for Submission:** | **Friday 8th January 2021** | **at 12:00am CET/CEST** |
| **Tender Opening:** | **Friday 8th January 2021** | **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:   * Fiberglass water tanks – EUR 102,850.00 excluding VAT * Collapsible vinyl water tank - EUR 9,500.00 excluding VAT * Galvanized Steel Platform - EUR 67,500.00 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 supplies:   * Fiberglass water tanks * Collapsible vinyl tank * Galvanized steel platform   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).** | |
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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. | |
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| 1.6 | The beneficiary of this tender is *Nature Trust – FEE Malta*. | |
| 1.7 | This tender is not a reserved contract. | |
|  | 2. Timetable | |
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| 2. | |  |  |  | | --- | --- | --- | |  | DATE | TIME | | Clarification Meeting/Site Visit (Refer to Clause 6.1) | Friday 4th  December 2020 | 10:30 hrs | | Deadline for request for any additional information from the NGO  **Clarification requests should be addressed to: *info@naturetrustmalta.org*** | Wednesday 23rd December 2020 | 12:00 hrs  (noon) | | Last date on which additional information can be issued by the NGO | Monday 28th December 2020 | 12:00 hrs  (noon) | | Deadline for submission of tenders/Tender opening session  (unless otherwise modified in terms of Clause 10.1 of the  General Rules Governing Tendering for NGOs) | Friday 8th January 2021 | 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 divided into lots. Tenderers may submit a tender for one lot only / several lots (one or more lots) / all of the lots. | |
|  |  | |
| 3.2 | The tenderer must offer the whole of the quantity or quantities indicated for each lot. Under no circumstances will tenders for part of the quantities required be taken into consideration. Each lot may form a separate contract and the quantities indicated for different lots will be indivisible. | |
|  |  | |
| 3.3 | Contracts will be awarded lot by lot, in accordance with the award criteria at Article 9. | |
|  |  | |
| 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.  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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|  | 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) |
|  | (v) | Submission of the declaration form that stipulates that following signature of contract, the successful bidder, will provide evidence in respect of the requirements stipulated regarding Energy Efficiency through the Energy Efficiency Form (Note 2) |
|  |  |  |
|  | **(B) Exclusion (including Blacklisting) and Selection Criteria – information to be submitted through the European Single Procurement Document (ESPD)** (Note 2) | |
|  | (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 2)  **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 2)  **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** |
|  |  | Part II A Reference 2A.18 need only be filled where the tender is divided into lots. (Note 2)  **To be filled in by all bidders** |
|  | (iv) | Data concerning exclusion grounds to be submitted by filling Part III of the European Single Procurement Document (ESPD). (Note 2)  **To be filled in by all bidders** |
|  | (v) | 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 2)  a) Suitability (Note 2)  **Not applicable for the present tender**  b) Financial and Economic Standing(Note 2)  **Not applicable for the present tender**  c) Technical and Professional Ability(Note 2)  4.C.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 2)  **Not applicable for the present tender** |
|  | (vii) | Concluding statements to be submitted by filling Part VI of the European Single Procurement Document (ESPD). (Note 2)  **To be filled in by all bidders** |
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|  | **(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) | In respect of Lots 1 and 3 ONLY, 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 | |
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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 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

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|  | **These conditions amplify and supplement, if necessary, the General Conditions governing the contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. Other Special Conditions should be indicated afterwards.** |
|  | **For the purposes of contracts issued by NGOs, the term ‘approval from the Central Government Authority’ shall be substituted by the term ‘approval by the Head responsible for that NGO’; Furthermore, any references to the Contracting Authority throughout the General Conditions shall be deemed to be referring to the NGO responsible for that procurement.** |
|  | 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 | 1. Prior to the commencement of works, the Contractor shall provide the Contacting Authority with:   * **For Lots 1 and 3** - 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. * **For Lot 3 -**  Working drawings, diagrams, schedules of materials, etc., necessary, to be submitted to the Consultant Engineer for approval before proceeding with the works **within one week** from last signature of Contract.   2. At commissioning stage, or final installation, the Contractor shall provide:   * In the case of **Lot 1**, a full set of as fitted drawings; * In the case of **Lot 3**, a full set of as fitted drawings & structural calculations.   These shall be provided in 1 hard copy and a digital copy on 2 separate USBs. |
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|  | Article 8: Assistance with Local Regulations |
| 8.3 | As per general conditions |
|  |  |
|  | Article 9: The Contractor’s Obligations |
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| 9.6 | Without prejudice to the obligations arising from the specifications, and the General Conditions, 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. |
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|  | 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 contract will not be endorsed by the Contracting Authority/Central Government Authority 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.  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. |
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| 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. |
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| 11.7 | The Performance Guarantee shall be released within 30 days from Provisional Acceptance. |
|  | Article 12: Insurance |
|  |  |
| 12.1 | As per General Conditions |
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|  | 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 | With regards to all lots, supplies shall be delivered, installed and commissioned within five months from the last Signature of Contract.  Nothing shall preclude the Contractor to deliver and keep in storage at Xrobb l-Għaġin any supplies prior to the said timeframes.  In the case of Lot 2, it is expected that the delivery of the collapsible tank be made before the end of December 2020, and kept in storage at Xrobb l-Għaġin. |
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|  | Article 14: Contractor’s Drawings/Diagrams |
|  |  |
| 14.1 | As per Article 7 of these Special Conditions |
|  |  |
| 14.7 | As per Article 7 of these Special Conditions |
|  |  |
|  | Article 15: Tender Prices |
|  |  |
| 15.1 | As per General Conditions |
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|  | Article 16: Tax and Customs Arrangements |
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| 16.1 | As per General Conditions |
| 16.2 | As per General Conditions |
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|  | Article 17: Patents and Licences |
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| 17.1 | As per General Conditions |
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|  | Article 18: Commencement Order |
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| 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 |
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|  | 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 24: Quality of Supplies*** |
| 24.2 | As per General Conditions |
|  |  |
|  | Article 25: Inspection and Testing |
|  |  |
| 25.2 | Further to what is stated in the General Conditions Inspection and Testing shall be carried out at Xrobb l-Għaġin Nature Park |
|  |  |
|  | Article 26: Methods of Payment |
|  |  |
| 26.1 | Payments will be made in Euro.  Payments shall be authorized 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 | All supplies are covered by a warranty of two years |
| 26.9 | Not applicable |
|  |  |
|  | 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 by the competent department 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 successfully Commissioned the relevant supplies and provided the relevant documentation requested under these Special Conditions in connection with such supplies. |
|  |  |
|  | 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) | The deadline in respect of Article 37.1 (a) of the General Conditions shall read as six (6) months from the date of issue of Certificate of Partial or Provisional Acceptance by the Contracting Authority or designated representatives. |
|  |  |
|  | 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.** |

# 1.0 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.

# 2.0 Specifications for the Fabrication of Fibreglass Tanks

**All materials, equipment, accessories etc. required for the for the fabrication and manufacturing of the fibreglass tanks including coatings etc. shall be suitable for sea water operation.**

# 2.1 Preamble to the Specification

## 2.1.1 Scope of work

The work covers the fabrication and supply of sea turtle rehabilitation fibreglass tanks.

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:

* Fibreglass Tanks Fabrication

# 2.2 Workmanship

## 2.2.1 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 – Fibreglass Tanks

**2.3.1 Uniformity**

All materials used under this contract shall be of uniform design throughout.

## 2.3.2 Sea Turtle Rehabilitation Tanks

These Water tanks shall be of a fibreglass construction and shall incorporate input and output flanged connections and shall be supplied complete with all valves, strainers and all necessary ancillary accessories as indicated in the Bill of Quantities and Drawings.

There shall be 3 different sizes of tanks, respective quantities as indicated in the BOQ. These are:

* 1.2m Diameter tank
* 2m Diameter tank
* 3m Diameter tank

The tanks shall be used for the treatment of sea turtles. These tanks shall be located as indicated in the drawings; and shall be manufactured in ultra-violet stabilised fibreglass reinforced plastic. The fibreglass tanks shall be suitable for sea water. The interior gelcoat shall be treated against algae and bacteria growth and must be free of any toxic substances such as lead based paints etc. Also, the inner lining of the tank shall not include any dissolvable substances.

The tanks shall be circular in shape having overall diameters as indicated above, and quantities as indicated in the Bill of Quantities. All the tanks shall be supported on the ground and shall be of a construction so as to prevent any distortion during operation. The tanks shall be self-supported having a conical bottom at 1.3m from the rim of the tank. The sloping bottom shall have a gradient of less than 1:10, so as to facilitate cleaning and draining of the tank bottom, but do not disrupt the turtle, as it shall rest at the bottom of the tank.

The tanks shall be self-supporting, having an overall height of 2.2m as indicated in the drawings, they shall have the bottom of the water enclosure at 1.3m from the rim of the tank and 0.9m from the bottom of the water enclosure to the ground. The supporting structure shall be an integral part of the tank itself and no separate supporting structures shall be acceptable. In the 0.9m between the bottom of the water enclosure and the bottom of the supporting structure there shall be 4 openings, one on each side to allow accessibility for plumbing and drainage connections, and the necessary maintenance and inspection procedures.

The tank must be complete with all necessary inlets and outlets as per drawings.

The outlets shall include a main 110mm diameter drain at the bottom of the tank. The opening shall be covered by a stainless-steel grid/mesh to contain any suspended solids from passing through the pipework. The other outlet shall be the 200mm diameter connection at the bottom of the tank to the supplementary adjacent tank holding all sensors, connections etc. as specified in Clause 1.3.3. All outlet connections and suction lines shall be covered/screened in order to prevent blockage of flow by means of large debris and also avoiding possible entrapment of the turtles themselves.

All the connections shall be of diameter as indicated in the drawings and shall also be flanged connections to facilitate installation and maintenance.

The tanks 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 suitable 20 withstand 20% bleach and other disinfectants.

The tanks shall also be certified by an engineer that they are able to withstand the water loads and that they are fit for purpose.

## 2.3.3 Sea Turtle Rehabilitation Supplementary Tanks

The rehabilitation tanks shall have supplementary 300mm diameter tanks connected at the bottom by means of a 200mm diameter flanged connection.

The tank shall also be complete with a female socket on the outer skin of the tank, for the temperature sensor pocket at 0.6m from the bottom of the water enclosure.

The tank shall also have an overflow outlet connection at 1.2m from the bottom of the tank, and an outgoing for the recirculation drain at the bottom of the tank.

The tanks 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 suitable 20 withstand 20% bleach and other disinfectants.

The tanks shall also be certified by an engineer that they are able to withstand the water loads and that they are fit for purpose.

## 2.3.4 Settling tank

This shall be a water settling tank, that shall contain water being drawn from the sea water borehole on site, with location and dimensions as indicated in the drawings.

The tank shall be manufactured complete with a separator to have 2 sections within the tank. One section shall be the inlet to the tank while the other section shall be the outlet section from the settling tank to the turtle rehabilitation tanks. The partition in the middle shall be as high as possible so as to allow overflow from the inlet section to the outlet section, without allowing any debris and suspended solids to pass from the inlet section to the outgoing section. The tank shall also be complete with a drain point at the bottom of the inlet section so as to be able to drain any sludge/ suspended solids, accumulated at the bottom of the tank. The outgoing section shall also be complete with a drain in order to be able to empty the tank completely.

The fibreglass tanks shall be suitable for sea water. The interior gelcoat shall be treated against algae and bacteria growth and must be free of any toxic substances such as lead based paints etc. Also, the inner lining of the tank shall not include any dissolvable substances.

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.

The tanks shall also be certified by a warranted engineer that they are able to withstand the water loads and that they are fit for purpose. Relevant costs shall be borne by the Contractor.

## 2.3.5 Effluent tank

The effluent tanks shall be suitable for sea water that is drained from the turtle rehabilitation tanks. The effluent prior to be discharged back to the sea has to be treated with bleach and chlorhexidine and left for 24 hours. Hence, the inner coating shall be suitable to withstand such chemicals.

The tank shall have similar construction to the turtle rehabilitation tanks as specified in Clause 2.3.2, having an overall height of 2.1m as indicated in the drawings, they shall have the bottom of the water enclosure at 1.3m from the rim of the tank and 0.8m from the bottom of the water enclosure to the ground, to allow drainage from the rehabilitation tanks to occur by gravity.

The tank shall be finished with two coats of stone coloured paint after having been coated with a suitable primer. The tanks shall also be certified by an engineer that they are able to withstand the water loads and that they are fit for purpose.

# 3.0 Specifications for the Collapsible Water Tank

**All materials, equipment, accessories etc. required for the for the collapsible water tank shall be suitable for sea water operation.**

# 3.1 Preamble to the Specification

## 3.1.1 Scope of work

The work covers the supply and delivery of a collapsible tank intended for dolphin rehabilitation.

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:

* collapsible tank intended for dolphin rehabilitation

## 3.2.1 Collapsible Tank

There shall be a collapsible tank intended for dolphin rehabilitation purposes. This shall be assembled only when necessary. The collapsible tank shall have a 6m diameter and shall be suitable to contain a water level at 1.5m.

The tanks shall be foldable and easy to assemble. The tank itself shall be of industrial strength vinyl complete with a lightweight structure construction to withstand the intended volume of water. When folded, the tank shall be of a dimension, so as to be easily transported and moved around as necessary.

# 4.0 Specifications for the Galvanized Steel Platform

**All materials, equipment, accessories etc. required for the for the fabrication and manufacturing of the platform/walkways including coatings etc. shall be suitable for saline environment.**

# 4.1 Preamble to the Specification

## 4.1.1 Scope of work

The work covers the supply and installation of the platform/walkways, including the supporting structure complete with all fittings and clamps, and also removable decking.

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.

## 4.1.2 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.

## 4.1.3 Extent of Works

This part of the works includes for:

* Galvanized steel platform

# 4.2 Workmanship

## 4.2.1 General Conditions

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

# 4.3 Materials Specification – Galvanized Steel Platform

**4.3.1 Uniformity**

All materials used under this contract shall be of uniform design throughout.

## 4.3.2 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.

## 4.3.3 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. All changes from the specifications have to be accepted in writing by the Engineers and Contracting Authority.

## 4.3.4 Galvanized Steel Platform

The raised steel platform shall consist of vertical galvanized circular hollow sections fixed to adjustable base plates, and horizontal members supporting a steel grating walkway. The various members shall be connected together by means of key clamps.

All members, items, and accessories for a complete system shall be proprietary items and shall be installed/used as instructed by the manufacturer

There shall be two separate platforms, one raised platform shall provide access to around the water tanks, and the other shall serve as a viewing platform in the adjacent room. Both platforms shall have similar construction with heights as indicated in the Drawings.

The galvanized steel decking shall be able to withstand an unfactored load of 5 kN/m2. The whole steel platform including the supporting structure and the decking shall be certified by a structural engineer.

All members, decking, clamps, fittings, bolts, and any ancillary items and accessories for a complete system are to be galvanized and suitable for a saline environment, since the platform is to be installed near the tanks containing sea water.

The walkways shall be removable in order to access beneath them for maintenance purposes, on the tanks’ plumbing and drainage systems. The base of the platforms shall be adjustable bases, in order to be able to level the walkways. The steel platform shall also feature a 1.1m high railing surrounding all the edges to protect users from falling.

The surface coating to be used shall be in accordance with the appropriate British/European Standards. The galvanizing materials shall be according to BS EN ISO 1461.

Material quality or form of components may, with the agreement of the Structural Engineer, 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.

## 4.3.5 Galvanized Steel Staircases

The platforms as specified in Clause 4.3.4 shall be made accessible by means of staircases as indicated in the drawings.

The staircases shall be of the prefabricated type and shall be suitable to be attached/connected to the horizontal supports of the platform by means of hooks and suitable to be fixed in place. Fixing of the staircase shall be carried out both at the head of the staircase, on the platform side and also to the ground at the foot of the staircase.

Modular staircases built/assembled on site using the scaffolding pipework and single stair components shall not be acceptable. The staircase shall also be equipped with a handrail the whole length of the staircase and connected to the handrail of the platform themselves. The height of the handrails shall be 1.1m high.

The staircase shall be manufactured from galvanized steel and shall be suitable for a saline environment, since the platform is to be installed near the tanks containing sea water.

## 4.3.6 Galvanized Steel Handrails

The handrails shall be of galvanised steel construction following the same surface treatment as the platform.

They shall conform to The EN ISO 14122 and shall have the following minimum characteristics, namely:

* A minimum height of 1.10 m
* A diameter between 25mm and 50 mm.
* The edges of the handrail shall not have sharp ends,
* The distance between two uprights shall not exceed 1.50 m measured from the centre of each post.
* At least one halfway must be installed; the distance between each of the horizontal element (handrail/halfway/toe board) must not exceed 500mm.
* Toe boards shall be installed. These shall have a minimum height of 100 mm.

# 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)).