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| MINISTRY FOR THE ENVIRONMENT, CLIMATE CHANGE AND PLANNING  |
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| **REFERENCE NUMBER:** | **ERDF.05.121 – Tender 029** |
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| **Tender for Megalithic Temple Interpretation (namely the creation of a digital 3D rendition of Megalithic site, the 3D printing of the Megalithic building and promontory model, the development and editing of a short video, and the recording of landscape sounds) in connection with ERDF project ERDF.05.121 – Wildlife Rehabilitation Centre** |
| **Date Published:**  | **Sunday 29th November 2020** |  |
| **Deadline for Submission:** | **Monday 21st December 2020** | **at 12:00am CET/CEST** |
| **Tender Opening:** | **Monday 21st December 2020** | **at 12:00am CET/CEST** |
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|  | 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 FundCo-financing rate: 80% European Union; 20% National Funds |  |

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| **IMPORTANT** |
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| **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

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|  | 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 services:* the creation of a digital 3D rendition of Megalithic site,
* the 3D printing of the Megalithic building and promontory model,
* the development and editing of a short video,
* the recording of landscape sounds

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. |

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|  | DATE | TIME |
| Clarification Meeting/Site Visit (Refer to Clause 6.1) | Friday 4th December 2020 | 11:00 hrs |
| Deadline for request for any additional information from the NGO**Clarification requests should be addressed to: *info@naturetrustmalta.org*** | Thursday 10th December 2020 | 12:00 hrs(noon) |
| Last date on which additional information can be issued by the NGO | Sunday 13th 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) | **Monday 21st December 2020** | 12:00 hrs(noon) |
| \* All times Central European Time (CET) / Central European Summer Time (CEST) as applicable |

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|  | 3. Lots |
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| 3.1 | This tender is not divided into lots, and tenders must be for the whole of quantities indicated. Tenders will not be accepted for incomplete quantities |
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| 4.1 | **4. Variant Solutions**Variant solutions are not permissible. |
|  | 5. Financing |
| 5.1 | The project is *co-financed* by the European Union/Government of Malta, in accordance with the rules of European Regional Development Fund (ERDF) Operational Programme 1 - Co-financing rate: 80% European Union; 20% National Funds |
| 5.2  | The Contracting Authority of this tender is *Nature Trust Malta* |
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|  | 6. Clarification Meeting/Site Visit/Workshop |
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| 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) |
|  | (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:* Skilled 3D designer
 |
|  | (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 services 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.** |
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|  | Article 2: Notices and Written Communications |
|  |  |
| **2.4** | 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.orgCommunications 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. |
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|  | Article 5: Supply of Information |
|  |  |
| **5.1** | As per General Conditions. |
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|  | Article 6: Assistance with Local Regulations |
|  |  |
| **6.1** | As per General Conditions. |
|  |  |
|  | Article 7: Obligations of the Contractor |
|  |  |
| **7.12** | 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 Contractor is further obliged to forward the original performance guarantee to the Contracting Authority. The Contract will not be endorsed by the Contracting Authority/Central Government Authority until the performance guarantee is submitted. The amount of the guarantee shall be ~~not exceed~~ 4% where the amount of the total contract value is between €10,000 and €500,000 ex VAT, and 10% where the amount of the total contract value is €500,000 or above.If a Procurement Procedure was published with lots and subsequently awarded accordingly, each lot shall be regarded as a separate contract, even if the same contractor wins more than one (1) lot. As a result, the amount of the Performance Guarantee shall be calculated per lot.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. |
| **7.15** | Specify here when the performance Guarantee shall be released. |
|  | Article 13: Medical, Insurance and Security Arrangements |
|  |  |
|  | Not Applicable |
|  |  |
|  | Article 14: Intellectual and Industrial Property Rights |
|  |  |
| **14.3** | Further to the General Conditions, all material prepared by the Contractor in the performance of the contract shall be the absolute property of the Contracting Authority |
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|  | Article 15: Scope of the Services |
|  |  |
| **15.1** | The scope of the services is defined in Section 4 (Terms of Reference). |
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| **15.5** | Not Applicable |
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|  | Article 16: Personnel and Equipment |
|  |  |
| **16.1** | Not Applicable. |
| **16.2** | Not Applicable. |
| **16.3** | Not Applicable. |
| **16.4** | Not Applicable. |
| **16.5** | As per General Conditions |
|  | Article 18: Execution of the Contract |
|  |  |
| **18.1** | The Contract shall commence with effect from the last signature of contract. |
| **18.2** | The Contractor/s shall complete the relevant work as follows1. The creation of a digital 3D rendition of the remains of a Megalithic building and the promontory on which they are found – two (2) months from last signature of Contract.
2. 3D printing of the remains of a megalithic building model generated in (a) above where the visitors can both touch the model and walk around it, exploring it 360° – one (1) month from completion of (a)
3. The development and editing of a concise video, including script writing, professional reader – three (3) months from last signature of Contract.
4. Develop sounds of landscape as part of the immersive exhibition – three (3) months from last signature of Contract.
 |
|  | Article 19: Delays in Execution |
|  |  |
| **19.2** | 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 20: Amendment of the Contract |
|  |  |
| **20.2** | As per General Conditions. |
|  | Article 24: Interim and Final Progress Reports |
|  |  |
| **24.1** | Not applicable. |
|  | Article 26: Payments and Interest on Late Payment |
|  |  |
| **26.1** | This is a unit-price contract. Further to the provisions of the General Conditions, the pre-financing guarantee is set at 60% and must be provided in the form of a bank guarantee. The Financial Guarantee as defined in Article 27 should be submitted to the Contracting Authority within 30 days of receipt of the Contract signed by both Parties, together with a request for the pre-financing payment.Payment will be effected as follows:

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| **Narrative** | **Percentage (%)** |
| Pre-financing Payment\* | 60% |
| Interim Payments  | Following the completion and certification of each sub-activity forming part of the Contract |
| Balance | The balance of the final certified value of the contract, subject to the maximum contract value, after deduction of the amounts already paid, within 30 days of the approval by the Contracting Authority.  |
|  **TOTAL** | **100%** |

 |
| **26.2** | As per General Conditions. |
|  | Article 27: Pre-Financing Guarantee |
|  |  |
| **27.2** | Not applicable. |
| **27.5** | The pre-financing guarantee shall be released within 45 days from the date of certification of the final invoice issued. |
|  |  |
|  | Article 30: Revision of Prices |
|  | Not applicable |
|  |  |
|  | Article 32: Breach of Contract |
|  | As per General Conditions |
|  |  |
|  | ***Article 39: Further Additional Clauses*** |
|  | Add other clauses deemed relevant. |
|  |  |

# 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.** |

**i. Background**

The tasks forming part of the present CFQ form part of the Wildlife Rehabilitation Centre being developed through ERDF project ERDF.05.121 – Wildlife Rehabilitation Centre

The ERDF project will see the restoration [of the still unrestored] part of the ex-Deutsche Welle radio relay station at Xrobb l-Għaġin Natural Park, transform it into a Wildlife Rehabilitation Centre, and valorise it for tourism. It will 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 will be a unique, all year round visitor attraction providing an ‘authentic’, ‘creative’ and meaningful experience to visitors allowing them to ‘interact’ (within limits afforded by regulations and best practices) with the rehabilitating wildlife.

The Xrobb l-Għaġin Natural Park is also host to the remains of a prehistoric building (generally referred to as ‘temple’) first excavated in the early Twentieth Century and rediscovered in 2015 with additional megalithic structures. These remains are presently partly buried. However, sketches and photos of the excavations carried out at the time exist, and are being reproduced hereunder for information purposes.



Left: Plan of first phase of excavation of Xrobb l-Għaġin megalithic remains, held in the archives of the National

Museum of Archaeology, Heritage Malta. Top: ‘Plan of Neolithic Remains at Xrobb l- Għaġin on the

East Coast of Malta, surveyed in May 1915’ (Ashby 1915). Source R. P. Borg and R. Grima (2015)

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| An old photo of a large rock  Description automatically generated | A picture containing outdoor, vehicle, grass, old  Description automatically generated |
|  |  |
| A picture containing outdoor, photo, old, ship  Description automatically generated | An old photo of a large rock  Description automatically generated |
|  | Source: Heritage Malta |
|  |  |

**ii. The role of the different deliverables**

The different deliverables will come together to create a multi-sensory interpretation of the Megalithic site which presently lies buried at Xrobb l-Għaġin and the promontory.

**iii. The technical requirements:**

The Beneficiary / Contracting Authority is requesting the following:

a. The creation of a digital 3D rendition of the remains of the Megalithic building and the promontory on which it lies based on information available to date being the plan of the said remains and other information relevant to the site from the original excavations. These will kindly be provided by Heritage Malta. The surviving archaeological and comparative evidence of similar structures in the Maltese Islands is also rich enough to be able to support such a reconstruction.

This 3D rendition is to be provided to be used BOTH for the printing of the 3D model in ‘b’ below, as well as the video in ‘c’ below. The rendition shall also be provided to the Contracting Authority in digital format.

The Contracting Authority shall have the right to engage in consultations with the Manging Authority, Heritage Malta and other Governmental bodies as necessary as part of its approval process for such a 3D rendition.

b. 3D printing of the megalithic building model generated in (a) above where the visitors can both touch the model and walk around it, exploring it 360°. The model shall fit over a platform having a square-shaped top surface area with sides of 1 meter. The printing shall be made of a light yet durable material which provides a tactile (they should be able to handle it) and visual experience to children and adults alike. The intent of offering a tactile experience is to enable Nature Trust Malta to reach audiences with disabilities including visually-impaired and those on the autism spectrum amongst others.

c. The development and editing of a concise video. The video, which shall not be longer than five (5) minutes, shall describe the present and planned archaeological work that is being conducted in the area so as to generate interest about the archaeological site that cannot as yet be visualised. The video shall also include seamlessly a narrative of the site’s history and environment. The video is to be shown on a large Smart TV which is to form part of an immersive interpretation of the site.

The cost of the video production is to include the script writing, the costs of a professional reader in English, as well as the identification of suitable background music/sounds. The Contracting Authority reserves the right to request the Contractor to replace the reader, providing a justified reason. The Contractor shall oblige at no additional cost to the Contracting Authority.

d. Develop sounds of landscape as part of the immersive exhibition. These shall be provided in a suitable format for playing on the Smart TV, alternating with the video in ‘c’ above. The duration of such a clip shall be of five minutes.

# 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)).