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

|  |  |  |
| --- | --- | --- |
| **REFERENCE NUMBER:** | **ERDF.05.121 – Tender 037** | |
|  |  | |
| **Tender for the Manufacture, Supply, Delivery and Installation of an overhead crane and supporting structure, as part of ERDF Project ERDF.05.121 – Wildlife Rehabilitation Centre** | | |
| **Date Published:** | **Sunday 13th June 2021** |  |
| **Deadline for Submission:** | **Monday 5th July 2021** | **at 12:00am CET/CEST** |
| **Tender Opening:** | **Monday 5th July 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) | | |

# Table of Contents

[Table of Contents 2](#_Toc63367534)

[SECTION 1 – INSTRUCTIONS TO TENDERERS 4](#_Toc63367535)

[1. General Instructions 4](#_Toc63367536)

[2. Timetable 5](#_Toc63367537)

[3. Lots 5](#_Toc63367538)

[5. Financing 5](#_Toc63367539)

[6. Clarification Meeting/Site Visit/Workshop 5](#_Toc63367540)

[7. Selection and Award Requirements 5](#_Toc63367541)

[9. Criteria for Award 7](#_Toc63367542)

[SECTION 2 – EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS 8](#_Toc63367543)

[SECTION 3 – SPECIAL CONDITIONS 10](#_Toc63367544)

[Article 2: Law Applicable 10](#_Toc63367545)

[Article 4: Communications 10](#_Toc63367546)

[Article 7: Supply of Documents 10](#_Toc63367547)

[Article 8: Assistance with Local Regulations 11](#_Toc63367548)

[Article 9: The Contractor’s Obligations 11](#_Toc63367549)

[Article 10: Origin 11](#_Toc63367550)

[Article 11: Performance Guarantee 11](#_Toc63367551)

[Article 12: Insurance 12](#_Toc63367552)

[Article 13: Performance Programme (Timetable) 12](#_Toc63367553)

[Article 14: Contractor’s Drawings/Diagrams 12](#_Toc63367554)

[Article 15: Tender Prices 12](#_Toc63367555)

[Article 16: Tax and Customs Arrangements 12](#_Toc63367556)

[Article 17: Patents and Licences 12](#_Toc63367557)

[Article 18: Commencement Order 12](#_Toc63367558)

[Article 19: Period of Execution of Tasks 12](#_Toc63367559)

[Article 21: Delays in Execution 12](#_Toc63367560)

[Article 22: Modification to the Contract 13](#_Toc63367561)

[Article 25: Inspection and Testing 13](#_Toc63367562)

[Article 26: Methods of Payment 13](#_Toc63367563)

[Article 28: Delayed Payments 13](#_Toc63367564)

[Article 29: Delivery 14](#_Toc63367565)

[Article 31: Provisional Acceptance 14](#_Toc63367566)

[Article 32: Warranty 14](#_Toc63367567)

[Article 33: After-Sales Service 14](#_Toc63367568)

[Article 35: Breach of Contract 14](#_Toc63367569)

[Article 37: Termination by the Contractor 14](#_Toc63367570)

[Article 41: Dispute Settlement by Litigation 15](#_Toc63367571)

[SECTION 4 –SPECIFICATIONS/TERMS OF REFERENCE (Note 3) 16](#_Toc63367572)

[4.1 Background Information 16](#_Toc63367573)

[4.2 Specifications for the Overhead Travelling Crane 17](#_Toc63367574)

[4.2.1 PREAMBLE TO SPECIFICATION 17](#_Toc63367575)

[4.2.1.1 Scope of work 17](#_Toc63367576)

[4.2.1.2 Discrepancies 17](#_Toc63367577)

[4.2.1.3 Extent of Works 17](#_Toc63367578)

[4.2.2 WORKMANSHIP 18](#_Toc63367579)

[4.2.2.2 General Conditions 18](#_Toc63367583)

[4.2.3 MATERIALS SPECIFICATION – Overhead Travelling Crane 18](#_Toc63367584)

[4.2.3.1 Uniformity 18](#_Toc63367585)

[4.2.3.2 Overhead Travelling Crane 18](#_Toc63367586)

[4.2.3.3 Overhead Travelling Crane Supporting Structure 18](#_Toc63367587)

[4.2.3.4 Testing and commissioning 19](#_Toc63367588)

[SECTION 5 – SUPPLEMENTARY DOCUMENTATION 21](#_Toc63367589)

[5.1 – Draft Contract Form 21](#_Toc63367590)

[5.2 – Glossary 21](#_Toc63367591)

[5.3 – Specimen Performance Guarantee 21](#_Toc63367592)

[5.4 – Specimen Tender Guarantee 21](#_Toc63367593)

[5.5 – General Conditions of Contract 21](#_Toc63367594)

[5.6 – General Rules Governing Tendering for NGOs 21](#_Toc63367595)

~~~~~~~~~~~~~~~

# 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 € 70,000 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:   * Overhead travelling crane including required supporting pillars/structures.   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 18th June 2021 | 10:00 hrs | | Deadline for request for any additional information from the NGO  **Clarification requests should be addressed to: *info@naturetrustmalta.org*** | Tuesday 22nd June 2021 | 12:00 hrs  (noon) | | Last date on which additional information can be issued by the NGO | Sunday 27th June 2021 | 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 5th July 2021 | 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 | |
|  |  | |
|  | In order to be considered eligible for the award of the contract, economic operators must provide evidence that they meet or exceed certain minimum criteria described hereunder. | |
|  |  | |
|  | **(A) Eligibility Criteria** | |
|  | (i)  (ii) | No Bid Bond is required.(Note 1)  Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment by completing and submitting the form with title Statement on Conditions of Employment. |
|  | (iii)  (iv) | Power of Attorney (if applicable) (Note 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 Architect and Civil Engineer and/or 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 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:   * Working drawings, diagrams, schedules of materials, etc., necessary, to be submitted to the Project Manager 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:   * User Manual for equipment for overhead crane * Full set of as fitted drawings.   These shall include 1 hard copy and a digital copy on 2 separate USBs. | |
|  |  |
|  | Article 8: Assistance with Local Regulations |
| 8.3 | As per general conditions |
|  |  |
|  | Article 9: The Contractor’s Obligations |
| 9.6 | The Contractor shall take the necessary measures to ensure the visibility of the European Union co-financing. These measures must comply with the rules laid down and published by the Commission on the visibility of external operations as well as the Visibility Guidelines as issued by the Managing Authority responsible for ERDF funds in Malta. |
|  |  |
|  | Article 10: Origin |
| 10.1 | As per General Conditions |
|  |  |
|  | Article 11: Performance Guarantee |
| 11.1 | The Contractor shall, within 15 calendar days of receipt of the contract, sign and date the contract and return it together with a copy of the Performance Guarantee. The copy of the Performance Guarantee forwarded to the Central Government Authority is to be endorsed by the Contracting Authority prior to submission. The 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. |
|  |  |
| 11.3 | The performance guarantee shall be in the format given in Section 5 and shall be provided in the form of a bank guarantee. |
|  |  |
| 11.7 | The Performance Guarantee shall be released within 30 days from Provisional Acceptance. |
|  | Article 12: Insurance |
| 12.1 | Not Applicable |
|  |  |
|  | Article 13: Performance Programme (Timetable) |
| 13.1 | The bidder is required to present a detailed realistic programme of works (through a Gantt chart) describing the work plan, as part of its Technical Offer. The Contractor shall be expected to honour its commitments in terms of timeframes and deadlines, as expressed in its Technical Offer. |
| 13.2 | The crane and supporting structures shall be manufactured and delivered within four months from the last signature of contract. It shall be installed within one month from the communication by the Contracting Authority following the completion of necessary antecedent works on site. |
|  |  |
|  | 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 |
|  |  |
|  | Article 16: Tax and Customs Arrangements |
| 16.1 | As per General Conditions |
| 16.2 | As per General Conditions |
|  |  |
|  | Article 17: Patents and Licences |
| 17.1 | As per General Conditions |
|  |  |
|  | Article 18: Commencement Order |
| 18.1 | The date for the Commencement of the performance of the contract shall be construed to read the date of last Signature of Contract |
|  |  |
|  | Article 19: Period of Execution of Tasks |
| 19.1 | As per Article 13.2 of the Present Special Conditions |
|  |  |
|  | Article 21: Delays in Execution |
|  | As per General Conditions. |
|  |  |
|  | Article 22: Modification to the Contract |
| 22.1 | *No Modifications to the Contact shall be allowed.* |
|  |  |
|  | ***Article 24: Quality of Supplies*** |
| 24.2 | No Preliminary technical acceptance is allowed. Equipment shall be delivered within the timeframes indicated in Article 13. |
|  |  |
|  | 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. Bidders should keep in view Article 4.2.3.5 of Section 4 |
|  |  |
|  | 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**

|  |
| --- |
| **Note:**  **Where in this tender document a standard is quoted, it is to be understood that the NGO will accept equivalent standards. However, it will be the responsibility of the respective bidders to prove that the standards they quoted are equivalent to the standards requested by the NGO.** |

## 4.1 Background Information

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

The aim of the ERDF PROJECT ERDF.05.121 – WILDLIFE REHABILITATION CENTRE is primarily to set up a Wildlife Rehabilitation Centre to provide ex-situ rehabilitation of wildlife from across Malta and surrounding seas: marine (turtles and cetaceans), terrestrial (such as hedgehogs, shrews, lizards, snakes and bats) and avian fauna. Following rehabilitation, if possible, they will be released into their natural habitat. It should be a unique, all year round visitor attraction visitors with the opportunity to interact with the rehabilitating wildlife.

The Contracting Authority, in partnership with the Ministry responsible for the Environment was successful in its submission for ERDF funds to fund the setting-up of this Centre. In this regard, any work on the project has to be carried out within the parameters defined by the Grant Agreement entered into by NTM and the Managing Authority for ERDF funds. The Planning and Priorities Coordination Division (PPCD) within the Parliamentary Secretariat for EU Funds within the Ministry of Foreign and European Affairs. is the designated Managing Authority (MA) responsible for the overall coordination and management of the European Regional Development Fund (ERDF) and the Cohesion Fund (CF) under Operational Programme I (2014-2020). The MA issues calls for proposals for ERDF and CF at different intervals of the Programme’s lifetime. The project was successful under one such call.

The present infrastructure for ex-situ conservation in Malta is, to say the least, quite limited and to date the rehabilitation of such species has been carried out in a piecemeal manner, mainly by NTM, through its Wildlife Rescue Team which provides rescue services for both marine and terrestrial fauna on a 24/7 basis. The team is composed of a group of volunteers, made up of divers, biologists and marine mammal medics who are covered by permits from the Environment and Resource Authority (ERA) to respond to calls for the handling of local protected wildlife. Injured turtles and cetaceans are taken to San Lucjan’s Rehabilitation Centre and/or a veterinarian’s clinic where they are treated by or under the supervision of a qualified veterinarian. Other animals (including hedgehogs, lizards, chameleons, shrews, bats, wild rabbits, and weasels), after being examined by a veterinarian, are taken, under ERA permit to the volunteer’s homes where they are treated, medicated and taken care of until they may be released once more into the wild. Turtles are released during dedicated events in the presence of the media and distinguished guests, amongst others, as part of an effort to raise awareness about risks to biodiversity and rehabilitation efforts. Other species are released by the volunteers at the place of rescue or in a nearby protected area.

The project will also cater for CITES animals which are presently hosted at the Small Animal Quarantine facilities in Luqa, which is managed by the Ministry for Sustainable Development, Environment and Climate Change. The site was designed to host small animals and pets (dogs, cats and ferrets) who do not meet all the requirements for entry into Malta under the Pet Passport scheme, for a short period of time in quarantine to minimise the risk of disease being brought into the islands. However, CITES species that are found in Malta illegally, are also kept there until their position is regularised and/or they may be returned to their country of origin or released into the wild.

The Wildlife Rehabilitation Centre will be hosted in part of the ex-Deutsche Welle radio relay station at Xrobb l-Għaġin Natural Park. It will compliment a first project in the area carried out between 2007 and 2011 through a grant from Iceland, Liechtenstein and Norway though the EEA financial mechanism and the Norwegian financial mechanism, which project saw the rehabilitation of a hitherto degraded area and some of the derelict buildings in the area into a natural park and a Sustainable Development Centre. That project had left some buildings unutilised, and thus still in a derelict state. The present project is proposing the rehabilitation of those buildings and their use as parts of the proposed Wildlife Rehabilitation Centre.

## 4.2 Specifications for the Overhead Travelling Crane

***All materials, equipment, accessories etc. required for the for the overhead crane and supporting structure shall be suitable for a marine sea water operation.***

## 4.2.1 PREAMBLE TO SPECIFICATION

### 4.2.1.1 Scope of work

The work covers the supply and installation of an overhead travelling crane including its supporting structure.

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.

### 4.2.1.2 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.

### 4.2.1.3 Extent of Works

This part of the works includes for:

* Supply and Installation of an Overhead Travelling Crane

## 4.2.2 WORKMANSHIP



### 4.2.2.2 General Conditions

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

## 4.2.3 MATERIALS SPECIFICATION – Overhead Travelling Crane

### 4.2.3.1 Uniformity

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

### 4.2.3.2 Overhead Travelling Crane

An Overhead Travelling Crane shall be installed at the Nature Trust Building at Xrobb L-Għaġin, in the tank area as indicated in the drawings. The crane shall be utilized to provide transportation for turtles and mammals from transport vehicles outside of the building to the respective tanks inside, where these will be rehabilitated.

The Overhead Travelling Crane shall be suitable for a saline environment, given the proximity of the building to the sea, and also given that the tanks installed in the crane’s operating area shall be filled with sea water and open to atmosphere.

The crane shall be of the single girder overhead type crane that shall move on travelling rails installed on pillars. This shall allow for a wider lifting range to ensure that the turtles/mammals are lifted enough to clear the tanks and be un/loaded onto/from the vehicles. The overhead crane shall be guided in the travelling path by means of side rollers to ensure smooth travelling. The wheels of the side rollers shall be of a material so as to reduce any noise and vibrations during operation as far as possible.

The supply cable for the hoist and motors for the overhead crane shall be of the trailing cable type.

The crane shall have the following characteristics:

|  |  |
| --- | --- |
| Type | Single Girder |
| Hoisting Capacity | 1.5 tons |
| Travelling Distance | Approx. 23.7m |
| Span | Approx. 4.5m |
| Hoisting Range | Approx. 4m |

It shall be the responsibility of the contractor to confirm the exact dimensions of the travel distance, span, and hoisting range, on site, prior to ordering any of the equipment.

### 4.2.3.3 Overhead Travelling Crane Supporting Structure

#### Vertical Supporting Structure

*The Notes on the drawing are considered an integral part of these specifications.*

The vertical supporting structure of the overhead travelling crane shall be totally independent from the structure of the building.

The locations indicated in the Drawings are indicative and the exact positioning of such supports together with the respective foundations shall be coordinated on site according to studies carried out on the existing foundations and restrictions imposed by the positioning of the tanks which shall be serviced by the overhead crane. This may result in the vertical supports not being equidistant. Any potential repositioning of such foundations and columns from the drawings together with any consequential changes to any of the proposed materials shall be deemed to be included within the price of the overhead crane and shall not be subject to any additional cost.

Foundations to the steel columns of the Overhead crane shall be constructed in the existing concrete floor, without causing any damage to the existing column foundations or other structural elements and shall be as approved by the Architect and Civil Engineer in Charge of works. The floor shall be reinstated to ensure uniformity with the remaining existing floor of the centre. The vertical supporting structure shall be self-supporting and fully independent from the existing building structure. It is to be ensured that no damages are carried out to the existing structure while carrying out the works on the respective foundations.

#### Certification

The Overhead crane and all structural elements associated with it including beams and columns shall be certified by a warranted Architect and Civil Engineer for the load specific in the tender including and safety factors required.

### 4.2.3.4 Testing and commissioning

All the works provided as part of the contract shall be inspected and commissioned in accordance with the relevant standards to the satisfaction of the Contracting Authority’s Engineer and/or Architect and Civil Engineer. All installations shall be inspected and tested in sections as the work proceeds and on completion as complete systems and it shall be noted that the Engineer may require inspecting or testing any equipment during installation.

All tests shall be arranged in co-operation with the Engineer and he shall be given prior notice of the time, location and nature of the test. No test shall be considered valid unless the Contracting Authority’s Engineer and/or Architect and Civil Engineer is present when the test is carried out. All necessary skilled and unskilled labour shall be provided for attendance duties before, during and after the test.

Defects occurring at any time during the test shall be made good and a complete re-test shall be carried out, all at no extra cost. Where failure during a test, inspection or commissioning process results in damage to the building fabric and/or services not provided as part of this contract, or requires subsequent builders' work then these items shall be made good at no extra cost.

No section of the works shall be in any way concealed prior to testing and inspection and subsequent concealment where applicable shall only take place following written authority from the Contracting Authority’s Engineer and/or Architect and Civil Engineer.

All necessary facilities, measuring and recording instruments for inspection/testing and commissioning are to be calibrated as necessary before use. The Contracting Authority’s Engineer and/or Architect and Civil Engineer reserves the right to call for a demonstration of the accuracy of any instrument used.

All systems shall be commissioned only after inspection and testing procedures have demonstrated the integrity of the system.

# 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)).