

<b>Closing Date:</b>	17/06/2011	at 11:00am
<b>Our Reference:</b>	T13/2011	



**TENDERS**

**CALL FOR TENDERS FOR THE PROVISION OF SERVICES  
OF SCIENTIFIC EXPERT/S FOR COMPLIANCE AUDITING  
OF A POWER STATION**

**Tender Document:**

This is available for download free of charge from:  
[www.mepa.org.mt](http://www.mepa.org.mt)

## **Terms of Reference**

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### **1. BACKGROUND**

The Malta Environment & Planning Authority (MEPA) is responsible for environmental regulation in Malta. In this capacity, MEPA is responsible for various regulatory instruments essential for the implementation of several obligations stipulated by EU law, amongst which is the IPPC Directive (Directive 2008/1/EC). The IPPC Directive, as well as the Industrial Emissions Directive (2010/75/EU), contains requirements regarding compliance auditing of IPPC facilities.

In this context, MEPA requires the assistance of scientific expert/s with the compliance auditing of a power station regulated by the IPPC Directive.

### **2. THE CANDIDATE(S)/COMPANY**

The successful candidate(s)/company must be in a position to offer their services as independent scientific experts specialised in the operation and auditing of large combustion plants (>50 MW) as defined in Directives 2001/80/EC and 2008/1/EC.

The candidate(s)/individuals presented by the company must as a minimum be in possession of a recognised scientific degree (in engineering, physics or equivalent) at Masters level. In addition, the candidate(s)/individuals presented by the company must be in possession of a minimum of five years experience in the operation and/or auditing of large combustion plants (>50 MW) as defined in Directives 2001/80/EC and 2008/1/EC. The candidate(s)/individuals presented by the company must also in particular have expertise in the following areas:

- (a) Best Available Technique (BAT) for large combustion plants, with particular reference to the BAT-reference document (BREF) for large combustion plants and national/international operational standards for large combustion plants;
- (b) The provisions of the large combustion plants Directive, 2001/80/EC;
- (c) Operation of large combustion plants, including boilers and gas turbines;
- (d) Emissions from large combustion plants;
- (e) Abatement equipment, including air abatement systems and waste water treatment (including oil-water separators);
- (f) Chemical treatment, use of chemicals in large combustion plants;
- (g) Instrumentation, testing, calibration and applicable standards;
- (h) Waste management;
- (i) Integrity of fuel tanks, associated pipelines and bundwork;
- (j) Accident prevention and control;
- (k) Maintenance and servicing of large combustion plants;
- (l) Decommissioning of large combustion plants;
- (m) Review of documentation.

### **3. SCOPE**

The overall objective of the Consultant(s)' engagement under this call is to assist MEPA with the compliance auditing of a power station permitted under the IPPC Directive.

The compliance audit will be carried out at Marsa Power Station in Marsa, Malta. The installation consists of six boilers and one gas turbine (total generating capacity >300 MW) and is operating under a 20,000 hour limited-lifetime derogation in accordance with the Large Combustion Plants Directive. The IPPC permit for the installation is available online at <http://www.mepa.org.mt/ippc-applications-installations-mps>.

The scope of the audit will be to assess compliance with the IPPC permit for the installation. In particular, the compliance audit will cover at least the following aspects:

- (a) Operation of the combustion plants, including operating time since 1 January 2008;
- (b) Air emissions, including processing of air emissions data and review of soot blowing process;
- (c) Emissions to water;
- (d) Waste management;
- (e) Use and management of fuels, chemicals and any other raw and auxiliary materials (including water);
- (f) Implementation of the improvement programme of the IPPC permit;
- (g) Accident prevention and control, including containment systems throughout the plant;
- (h) Noise and vibration;
- (i) Odour;
- (j) Decommissioning plan;
- (k) Review of the documentation produced as part of the obligations of the IPPC permit (e.g. maintenance, training, waste, emissions data, analysis results, Environmental Management System, emergency plan).

The Consultants must be able to suggest practicable technical recommendations to the shortcomings identified in the audit.

The audit will be carried out in conjunction with a number of MEPA officials and possibly other representatives of the members of the IPPC committee (the number of participants will be approximately three to six, in addition to the Consultants).

The above audit will take place over a period of three consecutive days. A tentative programme is given below; however, the programme may change as the audit progresses.

- (a) Day 1: Pre-audit meeting with MEPA officials, including brief review of IPPC permit and setting out of audit schedule (at MEPA premises); commencement of audit at installation, including detailed site visit; follow-up discussion of audit findings and commencement of audit report;
- (b) Day 2: Continuation of audit at installation, including viewing of documentation produced as part of the obligations of the IPPC permit; discussion of audit findings and continuation of audit report;
- (c) Day 3: Continuation of audit at installation, including viewing of documentation produced as part of the obligations of the IPPC permit; discussion of audit findings with operator (at installation); finalisation of summary audit report.

The Consultants shall submit a full audit report to MEPA for review within three weeks of the closure of the audit at the installation.

#### **4. LOCATION OF ENGAGEMENT**

The work related to this engagement shall be performed in Malta, at MEPA premises and at the installation at which the audit is taking place.

#### **5. REPORTING**

The senior MEPA official responsible for this contract is Dr Petra Bianchi, Director, Environment Protection Directorate. The Assignment Leader for this Contract is Mr Michael J. Sant, Unit Manager, Environmental Permitting and Industry Unit. The consultants will be required to report to the Assignment Leader and/or to the Director of Environment Protection and/or their delegates in the format agreed with them.

## **6. LANGUAGES**

The audit report shall be prepared in the English language. The audit may be held either in Maltese or in English. Knowledge of spoken Maltese is preferable, but not a pre-requisite.

## **7. SPECIAL CONDITIONS**

- (a) The maximum budget allocated for this tender is €11,000 (excluding VAT). Offers exceeding this amount will not be considered.
- (b) This contract is being offered on a global (lump sum) price basis.
- (c) Payment corresponding to 100% of the contract value will be made within 60 days from the receipt of an invoice submitted upon MEPA's written acceptance of the completion of the services stipulated in this call for tenders.
- (d) This audit shall be held during mutually agreed dates between MEPA and Consultants and not later than 6 months from the date of signature.
- (e) Variant solutions will not be taken into consideration during the evaluation of the bids.
- (f) The consultancy firm and its individual consultants will not be allowed to participate in bidding for any tenders that may be developed as a result of this tender.
- (g) The consultant will be required to sign a confidentiality/non-disclosure agreement prior to the commencement of his/her engagement.
- (h) Consultants shall not retain copyright over the reports produced.
- (i) Consultants are obliged to act in good faith and shall be prohibited from making disclaimers exonerating consultants from responsibility.

## **8. SUBMISSION REQUIREMENTS**

Interested and suitably qualified entities are invited to submit the following:

- (a) A quotation for fees (quoted net of VAT and inclusive of VAT) for the provision of above stated services;
- (b) VAT registration status of the candidate(s)/individuals presented by the company;
- (c) Detailed CV(s) of the candidate(s)/individuals presented by the company in Europass format;
- (d) Copies of relevant certificates (degrees and higher);
- (e) Description of relevant past assignments and portfolio of recent work, including details on past employment and consultancy services provided, and highlighting the Consultant(s)' expertise in the areas identified in Section 2 of this Call.

Applicants are to note the General Conditions for Procurement of Supplies & Services in Annex 1.

Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation and/or submit any missing documents within five working days from notification.

The offer should be deposited in sealed envelopes entitled '**Tender for the provision of services of scientific expert/s for compliance auditing of a Power Station**' and referenced '**T13/2011**' to the tender box at the MEPA premises in Floriana, by Friday 17<sup>th</sup> June 2011 before 11.00a.m. A soft copy of the tender offer should be provided within the sealed envelope. Any questions concerning this call for tenders should be addressed to the Director of Corporate Services, Ing Ray Piscopo on email [ray.piscopo@mepa.org.mt](mailto:ray.piscopo@mepa.org.mt) by not later than Monday 13<sup>th</sup> June 2011.

Questions and answers, and alterations to the tender document will be published as a clarification note on the website of the Contracting Authority (<http://www.mepa.org.mt/info-tender>). Clarification notes will constitute an integral part of the tender documentation, and it is the responsibility of tenderers to visit this website and be aware of the latest information published online prior to submitting their Tender.

**Late or incomplete submissions will not be considered. Diversion from the specification will render the offer null and void.**

**9. CRITERIA FOR THE EVALUATION OF OFFERS**

The offers will be evaluated on the basis of the most economically advantageous tender approach. The following criteria will be used in the evaluation of submissions:

<b>Qualifications</b>	<b>40%</b>
<b>Relevant experience and expertise</b>	<b>60%</b>

The total attainable score is 100 points. To be considered for this contract, bidders must score at least 50 points.

The contracting authority shall have the right to seek clarifications on points of a technical nature to enable a proper evaluation of any tender, which, however, would at that stage have already been declared to be basically compliant.

The Most Economically Advantageous Tender (MEAT) is established by weighing technical quality against price on a [80/20] basis respectively. This is done by multiplying:

- the technical scores awarded to the offers by 0.80
- the financial scores awarded to the offers by 0.20

**MEPA reserves the right to refuse any offer, even the most advantageous.**

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<b>Annex 1 - General Conditions for Procurement of Supplies and Services</b>
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Submission of a bid indicates the acceptance of the general conditions listed below as well as any particular conditions listed in the tender document.

1. The Contractor shall indemnify the Malta Environment and Planning Authority against all claims at any time on account of patent rights or royalties, whether for manufacture or for use in Malta. In the event of any claims being made against the Malta Environment and Planning Authority in respect of which the Contractor is liable under this condition, the Contractor shall be notified thereof and may at his own expense conduct any litigation that may arise there from or any negotiations for settlement.
2. The Malta Environment and Planning Authority shall have the power to require reasonable alterations in the work or any of its details; and, if such alterations do not involve extra expense, no payment shall be made in respect of them.
3. The Contractor shall not receive payment beyond the contract sum for any work which he may consider that payment should be made as an extra, unless such work shall have been ordered as extra work, or unless the Contractor, before commencing such work, shall have claimed in writing that it should be paid for as an extra, and the Malta Environment and Planning Authority shall have certified in writing that the claim is reasonable and proper.
4. The Malta Environment and Planning Authority shall have the power to order reasonable additions to, or deductions from, the work specified, and such additions or deductions shall be allowed for at the contract rates. Such variations shall be sent in the form of written orders to the Contractor.
5. In the event of additions being made, the Malta Environment and Planning Authority may, if it thinks it necessary, extend the time for delivery for such period as it may consider reasonable and proper. The Contractor shall be informed in writing of any such extension.
6. The Contractor shall deliver the whole of the work, complete in all its parts and furnished with every necessary detail and fitting, notwithstanding any omission or inconsistency in the specification.
7. Before proceeding to execute any work, the Contractor shall obtain the Malta Environment and Planning Authority's approval of the manner in which the Contractor proposes to execute each portion of the work, and shall furnish such information as the Malta Environment and Planning Authority shall require.
8. The Contractor shall take all risks of accident or damage to the work, from whatever cause arising, and shall be responsible for the sufficiency of all means used by him for the fulfilment of the contract, and shall not be relieved from such responsibility by any approval which may have been given by the Malta Environment and Planning Authority.
9. The Malta Environment and Planning Authority shall have power throughout the contract to inspect, without giving previous notice, the entire work, or any part thereof at every stage of progress and wherever the work, or any part thereof, may be in progress, to amend or alter anything he may think fit and to reject any parts of the work of which he may disapprove.
10. Should the Contractor anticipate at any time during the execution of the contract that he will be unable to deliver the work within the contract time, he must at once give notice accordingly, in writing, to the Malta Environment and Planning Authority explaining the cause of the delay.
11. The contract time for delivery shall be the period or periods named in the letter of acceptance of tender, and shall be reckoned from the date of receipt of the said letter.
12. It shall not be lawful for the Contractor to transfer or assign the contract, directly or indirectly, or any part, share or interest in it or any amount due by the Malta Environment and Planning Authority thereof, to any person or persons whomsoever, or to sublet the contract or any part of it, or to allow any portion of the work to be done otherwise than by his own establishment, without the written consent of the Malta Environment and Planning Authority.
13. Should there be any discrepancy between the General Conditions and any special conditions or specifications of any contract, the special conditions of specifications shall be followed in preference to the General Conditions.
14. Candidates may be precluded from specific assignments in case of potential conflicts of interest. Candidates shall be required to declare such potential conflicts prior to acceptance of specific assignments.

15. Payment will be made in accordance with the terms named in the letter of acceptance of tender and may be suspended if, in the opinion of the Malta Environment and Planning Authority, the work provided does not possess the qualities required under the contract. Payment will be subject to any deductions to which the Contractor may have become liable under this contract.
    - (a) The work shall be delivered to the Malta Environment and Planning Authority, at Malta, all charges paid, including customs import duty and insurance where applicable. The Contractor shall be responsible for all damages or loss in transit from the Contractor's work to the specified site and shall replace, free of cost, all materials that may be broken, damaged or lost in transit as aforesaid.
    - (b) Customs Import Duty and Levy if any, shall NOT be refunded.
  16. Failure to deliver within the contract time shall, in addition to any other liabilities incurred by the Contractor under this contract, render the Contractor liable by way of penalty to a deduction from the contract sum of 1 per cent per week on the value of any work which may be in arrears, unless the Malta Environment and Planning Authority is of the opinion that such delay has arisen from causes which were unavoidable and could not be foreseen or overcome by the contractor, in which case the Malta Environment and Planning Authority shall decide the extent, if any, to which deduction shall be remitted. Provided that in the latter event, and unless the contractor within six (6) weeks from the due date of delivery, resumes supplies as provided for in these conditions, the Malta Environment and Planning Authority without prejudice to its rights under conditions 18 and 19 hereof, shall be entitled to hold the Contractor responsible for damages incurred by the Malta Environment and Planning Authority as a result of the delays referred to in these conditions.
  17. Should the Contractor fail to effect delivery in whole or in part, within one month from the expiration of the period stipulated in the contract without the previous permission of the Malta Environment and Planning Authority, the contract shall be deemed to have been abandoned in which case the contractor shall be liable to pay a penalty of 10% of the value of the undelivered goods calculated on the basis of the contract sum in addition to any compensation which may be due for damages.
  18. Late delivery or failure to effect delivery shall at any time entitle the Malta Environment and Planning Authority to dissolve '*ipso jure*', the contract and, in case of such dissolution, the liquidated damages which shall never exceed the full value of the contract shall be computed up to the date of the communication to the Contractor of Malta Environment and Planning Authority's decision to terminate the contract.
  19. Without prejudice to the Malta Environment and Planning Authority's right to dissolve '*ipso jure*' the contract in the case of infringement of any condition there under 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 contract, unless the Malta Environment and Planning Authority elects, with regard to each particular infringement, but not necessarily with regard to all infringements, to claim actual damages incurred.
  20. The Malta Environment and Planning Authority is not bound to accept the lowest of any tender and shall not give reasons for the acceptance or rejection of a particular tender.
  21. The Malta Environment and Planning Authority reserves the right of accepting any tender wholly or in part, or of dividing the contract among two or more Tenderers.
  22. The award of the contract does not exonerate the Contractor from the obligation of obtaining any other permit and/or license that may be required under any law, principal or subsidiary, in force in Malta from time to time.
  23. This contract shall be, and be deemed to be a Maltese contract and shall be governed by and construed according to the Laws for the time being in force in Malta. Notwithstanding any other agreement or condition to the contrary, in case of any disagreement or claims, the Maltese courts shall have exclusive jurisdiction to hear and decide on the merits of the matter in dispute.
  24. Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, may be settled by arbitration in accordance with the rules of the Malta Arbitration Centre as at present in force.
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