

Service tender for the conservation-restoration of several paintings located within the Parish Church of the Assumption of Our Lady in Dingli

Reference number: **PA5.0103/9.3**

Clarification Nos 1

Date: 18th October 2019

Question Nos 1:

Article 13 states: Medical, Insurance and Security Arrangements '*.....the contractor is required to insure for the whole duration of the contract against risk of damage to the historic fabric of the artistic works being restored through this contract for the amount of **€235,000 per accident on each one of the paintings (16 paintings in total)**, with the number of occurrences unlimited.*

This brings to a total insured sum of **€ 3,760,000.**(**three Million seven hundred sixty thousand**) Can you please clarify if this is the total sum to be insured? We are writing because the sum is exaggerated considering that the paintings are definitely not of that value, considering also that there are **13 small** via sagra paintings.

Furthermore the premium to be paid for a sum of

€ 3,760,000 (+ Public Liability of € 1,500,000) will raise the cost of the tenderer final price to a very expensive sum.

We are asking if this can be revised and a professional valuation (by a valuer) for the paintings can be issued in order to insure the paintings at a reasonable value.

Reply to Question Nos 1:

Article 13.3 of the Special Conditions to the Contract has been revised as follows:

13.3 Without any prejudice to the provisions of Article 13.3a, b & c the General Conditions, the contractor is required to insure for the whole duration of the contract against risk of damage to the historic fabric of the artistic works being restored through this contract as follows:

- i. for the amount of €235,000 per accident on each one of the three individual paintings (these being the Marriage of St. Joseph and the Virgin Mary, the Adoration of the Magi and Our Lady of the Rosary) and their respective decorative frames, with the number of occurrences unlimited;
- ii. the thirteen paintings of the Via Sagra and their respective decorative frames are deemed to form part a collection and must be separately and collectively insured for the agreed amount of €235,000 per accident with the number of occurrences unlimited. Should one and/or more paintings of the Via Sagra and/or their decorative frames be damaged beyond repair, destroyed, lost or suffer any form of irreparable accident, the full €235,000 will be payable

as the value of the set would therefore be deemed as lost. The insurance policy must clearly acknowledge that the set is deemed to be covered for the Agreed Value of €235,000, and that the loss of one or more of the painting (partially or fully) would be deemed as a collective total loss of the entire set.

The insurance policy must include a waiver of subrogation by the insurer and the insured (contractor and/or sub-contractors) which confirms that in the event of loss in that the paintings and/or decorative frames remain the property of the Contracting Authority and cannot be requested by the contractor/s or the insurer/s as a recovery.

Without any prejudice to Article 13.3a, b &c the General Conditions, the contractor is required to insure for the whole duration of the contract for the amount of €1,500,000 per accident with the number of occurrences unlimited against each party's liability for any loss, damage, death or bodily harm, that may be caused to third parties, or to any person that is authorized to be on site at any given time, or any damages to property belonging to third parties, including loss of profits that may be sustained by third parties.

Amount per personal injury and unlimited occurrences as specified in Article 13.3 of the Special Conditions.

The insurance policy must be submitted by the Contractor to the Contracting Authority within three weeks from signing of the contract.

Should the artefacts be restored off-site transport, packing and insurance for transport to and from Dingli Parish will be provided by the Contractor. The Contractor will not be allowed to remove the artefacts from Dingli Parish Church prior to submitting the necessary insurance cover which is in accordance with the requirements of this tender. Failure to provide the insurance in a timely manner, will result in the application of penalties as specified in Article 18.1 of the Special Conditions and execution of the contract will be suspended and no extension of time to cover such suspension will be granted.

Should the artefacts be restored off-site at the Contractor's laboratory, the Contractor shall supply the firm's insurance policy for artefacts under their care, which shall include coverage against all risks of physical loss or damage from any cause, while on location in the Contractor's laboratory, including but not limitedly, loss, theft, damage or destruction incurred during the works.

The Contractor shall however bear sole responsibility regardless of any exceptions, exclusions or limitations, to the insurance policies covering the artefact, regardless of fault, or degree of care exercised by the Contractor. In case of any damage, the Contracting Authority reserves the right to claim for depreciation in value in addition to restoration costs.

The artefact or any part of the artefact that may be totally or partially damaged must be returned to the Contracting Authority regardless of any insurance claim. Neither the Contractor nor the Insurance Company is entitled to take the damaged artefact and/or parts of it in return to any payment of insurance value after a claim. The Contractor is obliged to include such a provision in the 'Insurance Certificate', presented to the Contracting Authority.

The Contracting Authority has the right to withhold transferring the artefact until insurance documents are rectified accordingly by the contractor. No extension of time will be granted to the Contractor in such circumstances.

Question Nos 2:

SECTION 4 – TERMS OF REFERENCE PGS 16,17

For the decorative frames pertaining to the Marriage of St. Joseph and the Virgin Mary & Our Lady of the Rosary.... *it is being recommended that the now oxidized copper is completely removed and the decorative frame is completely gilded using 23 3/4 k gold leaf.*

The gilding technique to be used is not specified. Can you please specify if the frames are to be gilded using the Oil gilding technique or the Water gilding technique? There is quite a large difference in the cost between the two techniques.

Reply to question Nos 2:

The Contractor is to identify the gilding technique adopted for each painting's decorative frame. Should there be traces of the original gilding, the Contractor is to apply the 23 3/4 k gold leaf, utilizing the same technique. If there is no trace of the original gilding technique on the respective decorative frame, then the 23 3/4 k gold leaf should be applied using the water gilding technique.