



FONDAZZJONI GĦALL-PATRIMONJU KULTURALI
TAL-ARĊIDJOĊESI TA' MALTA

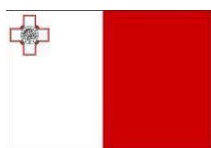
REFERENCE NUMBER: PA5/0103/9.1

Tender for the Restoration of the Statue of St John the Baptist and of a Wooden Pedestal pertaining to the statue of Our Lady of Rosary located within the Parish Church of the Assumption of Our Lady in Dingli.

Date Published: 29th April 2019

Deadline for Submission: 30th May 2019 at 09:30am CEST

Tender Opening: 30th May 2019 At 10:00am 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



Bid Bond requirements for this tender: Not Applicable

Fondazzjoni għall-Patrimonju Kulturali ta' l-Arcidiocesi ta' Malta

Archbishop's Curia
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Floriana FRN 1535
MALTA

Tel.: (356) 21245350 Email: fond.pkam@gmail.com

Website: <http://thechurchinmalta.org/en/>

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 Conditions of Contract Rules for NGOs Version .

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 Fondazzjoni għall-Patrimonju Kulturali ta' l-Arcidiocesi ta' Malta, Archbishop's Curia, St Calcedonius Square, Floriana FRN 1535 MALTA. Any references in the tender document or tender forms to uploading of tender documentation and forms is to be ignored. Tenderers must submit one original tender offer as well as a soft copy on a USB. Tender reference number and tender title must be clearly indicated on the sealed bid. 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.

- 1.2 The subject of this tender is the:

Restoration of the statue of St John the Baptist; and

Restoration of the wooden pedestal pertaining to the statue of Our Lady of the Rosary.

- 1.3 The place of acceptance of the works shall be the Parish Church of the Assumption of Our Lady in Dingli, the time-limits for the execution of the contract shall be 26 weeks, and the INCOTERM²⁰¹⁰ applicable shall be **Delivery Duty Paid (DDP)**.
- 1.4 This is a global contract.
- 1.5 This call for tenders is being issued under an open procedure.
- 1.6 The beneficiary of this tender is Fondazzjoni għall-Patrimonju Kulturali ta' l-Arcidiocesi ta' Malta.
- 1.7 This tender is not a reserved contract

2. Timetable

2.

	DATE	TIME
Clarification Meeting/Site Visit (Refer to Clause 6.1)	N/A	N/A
<p>Deadline for request for any additional information from the NGO</p> <p>Clarification requests should be addressed to:</p> <p>fond.pkam@gmail.com</p>	10/05/2019	17.00 CEST
Last date on which additional information can be issued by the NGO	23/05/2019	20.00 CEST
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)	30/05/2019	09.30 CEST
* 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. Variant Solutions

- 4.1 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 *Operational Programme I - European Structural and Investment Funds 2014-2020* programme.
- 5.2 The Contracting Authority of this tender is Fondazzjoni għall-Patrimonju Kulturali ta' l-Arcidiocesi ta' Malta.

6. Clarification Meeting/Site Visit/Workshop

- 6.1 No clarification meeting/site visit is planned.

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) No Bid Bond is required. ^(Note 1)
- (ii) 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. Please also attach the minimum hourly workers' costs involving the provision of the employees' services. ^(Note 2A)
- (iii) Power of Attorney (if applicable) ^(Note 2A)
- (iv) Submission of the declaration form that stipulates that following signature of contract, the successful bidder, will provide evidence in respect of the requirements stipulated regarding Energy Efficiency through the Energy Efficiency Form (if applicable) ^(Note 2A) - **Not applicable for this tender**
- (v) Information re Joint Venture/Consortium (if applicable) ^(Note 2A)

(B) Exclusion (including Blacklisting) and Selection Criteria - information to be submitted through the completion of the following declaration forms:

- (i) Declaration concerning exclusion grounds ^(Note 2A)
- (ii) Declaration concerning *Selection Criteria* (if any) ^(Note 2A)

(C) Technical Specifications

- (i) Tenderer's Technical Offer in response to specifications.

The Technical Offer shall constitute the following:

1) Key Personnel: (Note 2A)

- a. A **Qualified Conservator/ Restorer** (MQF level 6) in conservation and restoration of wood recognized by the University of Malta or equivalent. S/he will be responsible for the works of the pedestal - to oversee and co-ordinate the works with the supervisor of the Contracting Authority in charge of the project.
- b. A **Qualified Conservator/ Restorer** (MQF level 6) in conservation and restoration of polychromed wood recognized by the University of Malta or equivalent. S/he will be responsible for the works on the statue - to oversee and co-ordinate the works with the supervisor of the Contracting Authority in charge of the project.

The Conservator- Restorers must fill in the Statement of Exclusivity Form

- 2) An '**Organisation and Methodology**' Report (Note 3) which is to include but not limited to must include the Objectives, History, Current State of Preservation, Methodology, Assumptions and Results as described in the terms of reference.

It is also to include the following:

A. RATIONALE

- An objective analysis of the Terms of Reference demonstrating the degree of understanding of the Project Scope as described in the Terms of Reference.
- An explanation of the risks and assumptions affecting the execution of the contract.

B. STRATEGY

- An outline of the approach proposed for contract implementation - A detailed method statement (historical background, current conditions, methodology to conserve/restore and results) including technical specification of products to be used as described in the Terms of Reference for the two artefacts.
- A list of the proposed activities considered to be necessary to achieve the contract objectives.

C. TIMETABLE OF ACTIVITIES

- The timing, sequence and duration of the proposed activities, taking into account the given timeframes
- The Gantt Chart is to include and identify major milestones in execution of the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the Terms of reference. The execution of the contract is 26 weeks from order to start works.

- (ii) **No changes to the information provided in the Literature submitted with the bid will be allowed. Literature submitted shall be rectifiable only in respect of any missing information.** ^(Note 2B) - Literature document not applicable for this tender

(D) Financial Offer

- (i) The Tender Form and Tenderer's Declaration are to be completed and submitted with the offer. ^(Note 3)
- (ii) A financial offer is to be submitted by filling in **the Financial Bid Form**, and is to be calculated on the basis of **Delivered Duty Paid (DDP)²⁰¹⁰ (Grand Total)** for the **service** tendered. ^(Note 3)
- (iii) Whilst the contract is a global sum and bidders must factor in all costs envisioned for the implementation of this contract, bidders are requested to provide the rates for the Treatment Items of the respective artefact listed in document entitled 'Treatment Line Items' which will be used for information purposes and for application of Article 20.5 of the Special Conditions to the Contract should the need arise. No rectification to the information provided in the document 'Treatment Line Items' will be allowed. Only a request to submit the filled in document will be allowed should the document be missing at tender submission stage. ^(Note 2B)

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 circumstances: either incorrect validity date, and/or incorrect value.*
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.*
B) *Tenderers will be requested to rectify/submit only missing documents within five (5) working days from notification. No changes to the information provided in the Literature submitted will be allowed. Literature submitted shall be rectifiable only in respect of any missing information. All Rectifications are free of charge.*
3. *No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

8. Tender Guarantee (Bid bond)

- 8.1 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:

- (a) 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;
- (b) 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;
- (c) 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 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;

(d) 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;

(e) 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;

(f) 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: Notices and Written Communications

- 2.2 Further to the provision of Art. 2.2 of the General Conditions, the Contracting Authority shall, upon signing of contract and submission of the Performance Guarantee by the Contractor, notify the names of the Technical Consultant and/or Project Manager and any other authorized representatives of the Contracting Authority, specifying the relative addresses and relevant contact information.

The Project Manager and Supervisor may issue to the Contractor instructions at any time. The Contractor shall only take instructions from the appointed Supervisor and/or the Representative both appointed by the Contracting Authority.

All formal communication between the Contractor and the Contracting Authority and/or all submissions, shall pass at all times and unless otherwise stated, through the Technical Consultant and the Representative, and must be accompanied by the respective forms, as may be applicable. All written correspondence to the Contracting Authority is to be addressed to the Project Leader keeping in copy the Technical Consultant and the Representative of the Contracting Authority.

Article 5: Supply of Information

- 5.1 Further to the provisions of the General Conditions, any documents and drawings prepared by the Contractor are to be submitted for approval to the Contracting Authority, the procedure being agreed to between the parties as indicated in Clause 2.2 of the Special Conditions.

Article 6: Assistance with Local Regulations

- 6.1 Further to the provisions of the General Conditions, the contractor is responsible for complying with local regulations at his expense to ensure the project is compliant with all the relevant local regulations

Article 7: Obligations of the Contractor

- 7.8 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 NGO.

The NGO will not affect any payment to the contractor until the performance guarantee is submitted. The amount of the guarantee shall be 4% where the amount of the total contract value is between €10,000 and €500,000 ex VAT. If the same Contractor has more than one contract with the Contracting Authority, then the Contractor will be allowed to submit a single bid bond in accordance with the schedule stipulated in the Tender Form.

The contractor shall draw up and submit any report as well as any literature, documents or items required for the execution of the contract and submit them for approval to the Contracting Authority, the procedure being agreed to between the parties as indicated in Clause 2.2 of the Special Conditions. Any such reports and information will become the property of the Contracting Authority and the Contractor may not reproduce or communicate them to third parties except with the Contracting Authority's agreement. The Contracting Authority may circulate the reports and information provided by the Contractor to third parties as it may deem necessary.

The contractor shall deploy the necessary resources so as to maintain a good progress of work and shall also, where necessary, undertake to perform works outside normal working hours, and on public holidays and weekends at no additional cost to the Contracting Authority, so as to ensure the completion of the tasks within the required time-frame, in accordance with the Technical Requirements and with the Period of Execution.

Article 13: Medical, Insurance and Security Arrangements

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 artefacts being restored through this contract for the amount of €235,000 per accident, with the number of occurrences unlimited.

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.

Should the artefacts be restored off-site transport, packing and insurance for transport to and from Dingli Parish will be provided by the Contractor.

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.

Article 14: Intellectual and Industrial Property Rights

- 14 Article 14 of the General Conditions to the Contract applies in its entirety.

Article 15: Scope of the Services

- 15.1 The scope of the services is defined in Section 4 (Terms of Reference)

Article 16: Personnel and Equipment

- 16.3 As per General Conditions.

Article 18: Execution of the Contract

- 18.1 The period of performance of this contract shall be 26 weeks from the Commencement indicated in the Order to Start Works. The Commencement Date for this contract shall be 1 week from the Order to Start Works. The order to start works will not be issued later than one (1) month from the last date of signature shown on contract.

The contractor will be expected to commit sufficient resources to carry out the tasks assigned and to guarantee the completion of all tasks assigned in the contract within the completion period specified above.

- 18.2 The performance period of this contract is stipulated above in sub-Article 18.1 of the Special Conditions.

Article 19: Delays in Execution

- 19.2 Any delay in performance from the approved programme of works for this contract, will be charged 0.1% of the contract value per calendar day of delay up to a maximum of 20% of the contract value.

Upon reaching the maximum penalty, the Contracting Authority reserves the right to terminate the contract and seek the services of a third party for the completion of works.

Article 20: Amendment of the Contract

- 20.5 The repetition of services shall be capped at 20% of the original contract value.

- 20.6 Additional services (i.e. new services not included in the original tender) shall be capped at 20% of the original contract value.

Article 24: Interim and Final Progress Reports

- 24.1** Further to the provisions of the General Conditions, the Contractor must submit updated Organisation and Methodology reports as stipulated in the Terms of Reference

A final report must be submitted by the Contractor to the Contracting Authority upon completion of the tasks assigned in this contract as per Terms of Reference.

Article 26: Payments and Interest on Late Payment

- 26.1** This is a global price contract.

Specify any additional provisions regarding the scope of the Contractor's tender

The payments will be made according to the following schedule, subject to the provisions of Articles 28 to 33 of the General Conditions:

	Narrative	Percentage (%)
1 st Payment	After completion of all dismantling works and transportation of the pedestal from the Church to the Contractor's designated laboratory	10% of the contract value
2 nd Payment	After completion of all dismantling works and transportation of the statue from the Church to the Contractor's designated laboratory.	10% of the contract value
3 rd Payment	Following submission of the first updated Organisation & Methodology report which must be submitted within six (6) weeks from order to start works and upon approval of the inception report by the Contracting Authority.	20% of the contract value
4 th Payment	After completion of all restoration works on pedestal, transportation from the Contractor's designated Laboratory to the Church and full remounting of the pedestal.	20% of the contract value
5 th Payment	After completion of all restoration works on statue, transportation from the Contractor's designated Laboratory to the Church and full remounting of the statue	35% of the contract value
6 th Payment	Following submission of the final report and approval by the Contracting Authority and following submission of 5% equivalent retention guarantee.	5% of the contract value - retention money to be released against submission of an equivalent retention guarantee
TOTAL		100%

26.2 As per General Conditions.

Article 27: Pre-Financing Guarantee

27.2 No pre-financing will be issued for this contract.

Article 39: Further Additional Clauses

39.1 The sum of money retained from the interim payments shall be of 5%. This sum shall be paid upon submission of an equivalent retention bank guarantee (issued in the form provided in this tender document) by the Contractor to the Contracting Authority when issuing the Provisional Acceptance Certificate. The bank guarantee will be released upon issuing of the final acceptance of the services provided which takes place 24 months from issuing of the Provisional Acceptance Certificate. The said retention guarantee shall be released only after the conditions requested under Article 39.3 of the Special Conditions to the Contract, are satisfied. The retention guarantee will be released within 45 days from when the Final Acceptance Certificate is issued.

39.2 The Provisional Acceptance Certificate of the tasks carried out by the Contractor can only be issued by the Contracting Authority once all tasks have been completed and are to the satisfaction of the Technical Consultant appointed by the Contracting Authority and all relevant documentation has been submitted by the Contractor to the Contracting Authority

39.3 The contractor shall guarantee that works carried out on the artefacts as specified in this tender document are adequately maintained for a period of 24 months from issuing of the Provisional Acceptance Certificate. The Contractor shall be responsible for remedying, at his expense, defects and damages during this period as specified in the General Conditions.

Upon elapse of the 24 months defects liability period, the Contracting Authority will issue a Final Acceptance Certificate and, within 45 days from issuing of the Final Acceptance Certificate, will instruct the relevant financial institute to release the retention bank guarantee.

SECTION 4- Terms of Reference ^(NOTE 3)

Note:

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

1. Background Information

1.1 - Beneficiary Country

Malta

1.2 – NGO

Fondazzjoni għall-Patrimonju Kulturali ta' l-Arcidiocesi ta' Malta.

1.3 - Relevant Country Background

Malta is endowed with a rich cultural heritage which also includes, amongst other things, the various villages and town churches and the artefacts housed within. This contract forms part of a project aimed at safeguarding the ecclesiastical cultural patrimony in Malta and more specifically within the Parish Church of the Assumption of Our Lady in Dingli.

1.4 - Current State of Affairs in the Relevant Sector

N/A

1.5 - Related Programmes and Donor Activities

Conscious of the diverse cultural heritage assets that fall within its portfolio, the Fondazzjoni għall-Patrimonju Kulturali ta' l-Arcidiocesi ta' Malta has undertaken a cohesive plan which seeks to restore its cultural assets and conserve them for the enjoyment of future generations. This project will seek to achieve the restoration of external structures of churches and chapels, restoration of artefacts, valorisation of religious historical artefacts and documentation as well as the creation of a heritage trail and undertaking of marketing initiatives. This contract forms part of a component aimed at safeguarding the ecclesiastical patrimony held within the Dingli Parish Church.

2. Contract Objectives and Expected Results

2.1 - Overall Objectives

The overall objective of the project of which this contract will be a part is as follows:

- a. To conserve and restore the wooden pedestal which forms the lower part of the statue of Our Lady of the Rosary.
- b. To conserve and restore the wooden polychrome statue of Saint John the Baptist.

The approach shall be in line with conservation ethics, using scientific, artistic and historic measures.

2.2 - Specific Objectives

The objectives of this contract are as follows:

- Objective 1 - To enhance the historical and artistic values of the wooden pedestal itself and also of the Dingli Parish Church. This is beneficial both for the local community as well as for tourists.
- Objective 2 - To conserve / restore the decorative gilded wooden pedestal. The process will be in line with conservation ethics, using scientific, artistic and historic measures.
- Objective 3 - To conserve / restore the wooden polychrome statue carved in the late gothic style of Saint John the Baptist. The process will be in line with conservation ethics, using scientific, artistic and historic measures.
- Objective 4 - All work shall be carried out according to the best workmanship practices and in accordance with the latest approved market codes of practice.

2.3 - Results to be Achieved by the Consultant

The conservation and restoration interventions are intended to make sure that:

- the overall state of the wooden gilded pedestal is intact. In doing so, church goers and visitors will be able to better appreciate the statue of Our Lady of the Rosary which is today standing on this pedestal. The interventions may bring forward interesting details which can enhance the history and artistic values of the wooden gilded pedestal; and
- the overall state of the statue is intact. In doing so, church goers and visitors will be able to better appreciate the statue of Saint John the Baptist which is probably the only one surviving in this style in Malta.

3. Assumptions and Risks

3.1 - Assumptions Underlying the Project Intervention

- All tasks and activities shall be carried out within the specified timeframes, as specified in the 'Methodology & Organisation' report that the bidder will submit as part of the technical offer submission.
- Following award of the contract, the Contractor will be expected to modify the 'Methodology & Organisation' report as deemed necessary by the Project Manager of the Contracting Authority. The latter will issue approval of the said report.
- Contractor is to take care of any insurance required prior to starting any works on site.

- Contractor should take care of any hazards on site and should take care of all precautions related to Health and Safety

The Contracting Authority may request the immediate removal from the Site of Works of any person who, in its opinion, fails to observe the provisions of this clause and such person shall not again be employed upon the Works without the permission of the Contracting Authority.

- Contracting Authority have the right to visit the location where the artefact is being restored at any time of day within normal working hours

3.2 – Risks

- During transportation of the pedestal to an off-site laboratory/workshop there is a great risk of being damaged if works are not thoroughly planned and carried out with caution. Therefore, special care is to be taken when transporting the artefacts. The statue is to be carefully placed in a made to measure wooden box lined with expanded polystyrene in the key spots and wrapped in bubble wrap and soft material. The pedestal is to be carefully wrapped in bubble wrap, soft cloth and any additional packaging deemed necessary. Any loose wooden parts are to be carefully removed, photographed and documented before transportation.
- Strict adherence to the Implementation timeframes must be followed.

4. Scope of the Work - Pedestal

4.1 – General

4.1.1 Project Description

General description

This pedestal forms the lower part of the statue of Our Lady of the Rosary. It is constructed out of wood and includes carvings such as scrolls, acanthus leaves and round beads typical of the baroque style. It is gilded using the water gilding technique for the application of the gold leaf.

The wooden polychrome statue carved in late gothic style, and probably the only one surviving in this style in Malta, is of a frontally posed manly figure, holding an *Agnus Dei* in the left hand and a figure of a lamb in the right hand. The statue is iconographed with St. John the Baptist, and is also attributed to the mentioned saint.

State of conservation

Albeit the overall state of the pedestal is intact, the continuous igrometrical fluctuations, usage and lack of maintenance have resulted in various deterioration. These include detachments of wooden elements, due to unglueing of the elements; abrasion of the gold leaf, to the point where the bolle is uncovered and wax droppings from devotional candles.

Unfortunately the statue underwent many restoration interventions in its history, hence the monochrome rendering in its present state. Polychromed fragments are still noticeable in scattered areas suggesting that the sculpture was painted to reflect a life like statue. Previous studies have also been conducted and resulted that the loincloth was originally gilded.

4.1.2 *Geographical Area to be covered*

St. Mary's Parish Church was built in 1605 on one of the highest locations on the islands. The belfries of the Church provide the highest viewing platform over the islands. Consequently, this church and the surrounding buildings are a landmark, and can be seen from several kilometers away.

The church is dedicated to the Assumption of St. Mary. Between 1678 and 1680, the Church was enlarged extensively, and then modified again at the end of the 19th century

4.1.3 *Target Groups*

Target groups are conservators-restorers that are qualified in conserving / restoring wood. All conservators-restorers involved should have good knowledge and experience with regards to wood restoration / conservation.

4.2 Specific Activities

4.2.1 **Pedestal**

The conservator-restorer carrying out the works related to this contract is responsible for the preparation of all documentation, specifications and photographic images compiled in a 'Methodology and Organisation' Report.

The detailed report is to include historical background, current conditions, methodology to restore/conservate the pedestal. Prior to starting any works, the report must be approved by the Project Manager in-charge of the project, and is to be modified by the Contractor as many times necessary until it is fully approved by the project manager.

Finally this report including photographic images is then to be updated once works are finalised, including the whole process that was required to make the project a success and achieve the desired results.

A **Programme of Works** indicating on how the different tasks will be carried out keeping in mind the total duration on the contract as specified in Article 1.3 of the ITT and Article 18.1 of the Special Conditions.

Method statement

- The main aim of this intervention shall be to conserve and restore the wooden pedestal. The approach shall be in line with conservation ethics, using scientific, artistic and historic measures.
- All work shall be carried out according to the best workmanship practices and in accordance with the latest approved market codes of practice.
- Transportation. Due to the location and the size of the pedestal, the pedestal is to be transported to an off-site laboratory / workshop. Special care is to be taken when transporting the artifact and is to be carefully wrapped in bubble wrap and soft cloth. Any loose wooden parts are to be carefully removed, photographed and documented before transportation.
- Disinfestation, as a means of prevention is to be done by anoxia disinfestation, which has optimum results in fully eradicating xylofagus insects as well as being an ecological alternative, as the process does not imply the use of toxic gases. This process is conducted by enclosing the artefact for a period of 4 to 6 weeks in a sealed environment and displacing the oxygen by the use of inert gases, controlling the enclosure to a percentage low enough to kill all stages of the insect life-cycle: adults, larvae, pupae and eggs.

- Photographic and graphic documentation should be carried out prior any restoration intervention. Photographs are to be taken in general and microphotographs. Graphical documentation is to be presented on an ACAD drawing and should be mapped with a legend according to findings. Documentation should be carried out prior and during works. Contractor is to submit as many proposals as deemed necessary / until approved by Contacting Authority.
- Scientific Analysis are to be taken prior any intervention and are to include a detailed analysis of the stratigraphal layer of the gold leaf as well as microscopic identification of the wood, at least 3 samples from 3 different parts. Samples taken are to be clearly mapped and documented.
- The artefact has accumulated a considerable amount of dust and grime over time and needs to be cleaned. Cleaning tests are to be made prior commencement of works, in such as to conserve the existing gold leaf. Cleaning of wax droppings can be more difficult and persistent to chemically clean and might be better off to remove mechanically. Should this be the case attention is to be taken so as to conserve and limit the damage of the original gold leaf.
- Thixotropic epoxy resins are to be used for cracks and infills. These resins have excellent stability and offer good mechanical resistance for wood repairs. Thixotropic epoxy resins are easily reversible both mechanically and chemically and offer an elastic modulus close to that of wood.
- Missing sculpted wooden elements are to be made of the same wood and fixed / glued in the same directional plane as the adjoining wood. To prevent future cracks, fabric is also to be glued along the joints, before the application of the gesso layer.
- Detaching gesso layer is to be consolidated with an appropriate consolidant. Tests are to be carried out to determine the right consolidant in order not to damage the existing gold leaf.
- The missing gold leaf is to be of the same gold tonality as the existing leaf and applied by water - gilding, hence all stages for this technique are to be applied.

The following materials/substances are not be used:

- Products which contain sulphur hexafluoride (SF₆).
- Indoor paints and varnishes¹ with a content of solvents (volatile organic compounds (VOCs) with a boiling point of 250°C maximum) higher than:
- For wall paints (according to EN 13300): 30 g/l (minus water).
- For other paints with a spreading rate of at least 15 m²/l at a hiding power of 98% opacity: 250 g/l (minus water).
- for all other products (including paints that are not wall paints and that have a spreading rate of less than 15m²/l, varnishes, wood stains, floor coatings and floor. paints, and related products): 180g/l (minus water).

Materials to be used have to be in line with conservation practises, are to be documented and easily reversible, should there be the need for future restoration.

4.2.2 Statue

The conservator-restorer carrying out the works related to this contract is responsible for the preparation of all documentation, specifications and photographic images compiled in a 'Methodology and Organisation' Report.

The detailed report is to include historical background, current conditions, methodology to restore/conservate the statue. Prior to starting any works, this must be approved by the Project Manager in-charge of the project, and is to be modified by the conservator-restorer as many times necessary until it is fully approved by the project manager.

Finally this report including photographic images, history, current state, methodology including graphical documentation with mapping, testing scientific analysis, results and outcomes, materials used and recommendations is then to be updated once works are finalised, including the whole process that was required to make the project a success and achieve the desired results.

A **Programme of Works** indicating on how the different tasks will be carried out keeping in mind the total duration on the contract as specified in Article 1.3 of the ITT and Article 18.1 of the Special Conditions.

Method statement

- The main aim of this intervention shall be to conserve and restore the statue, in order to stop the on going deterioration of the sculpture. The approach shall be in line with conservation ethics, using scientific, artistic and historic measures, bearing in mind the history and cultural importance of the artifact for the Maltese Islands.
- All work shall be carried out according to the best workmanship practices and in accordance with the latest local and EU-approved codes of practice.
- Transportation. Due to the location and the size of the statue, the statue is to be transported to an off-site laboratory / workshop. Special care is to be taken when transporting the artifact, considering its current state. To minimize further damage, the statue is to be carefully placed in a made to measure wooden box lined with expanded polystyrene in key spots and wrapped in bubble wrap and soft material. Any loose wooden parts are to be carefully removed, photographed and documented before transportation.
- Disinfestation is of utmost importance as observations are showing a considerable amount of flight holes on the entire statue. Frass is also present, indicating this biological deterioration is still active. Treatment should be done by anoxia disinfestation, which has optimum results in fully eradicating xylophagous insects as well as being an ecological alternative, as the process does not imply the use of toxic gases. This process is conducted by enclosing the artifact for a period of 4 to 6 weeks in a sealed environment and displacing the oxygen by the use of inert gases, controlling the enclosure to a percentage low enough to kill all stages of the insect life-cycle: adults, larvae, pupae and eggs.
- Photographic and graphic documentation should be carried out prior any restoration intervention. Photographs are not to be limited to normal photography, and are to be taken in infrared IR, and ultraviolet UV, both in general and microphotographs. Graphical documentation is to be presented on an ACAD drawing and should be mapped with a legend according to findings. Documentation should be carried out prior and during works.

- Scientific Analysis are an integral part of this project and no works shall commence before all necessary laboratory tests are taken with their relative results. Different testing equipment exist and are to be taken into consideration in full. Some samples needed can cause a destructive approach, hence special care is to be taken and documented in order to minimize the invasion. Furthermore these results are to be relayed to the architect in charge together with the client, in order to take a decision for the correct methodology to take.
- The artifact has accumulated a considerable amount of dust and grime over time and needs to be cleaned. No chemical cleaning is to be conducted before the scientific analysis and their respective results are sought.
- Thixotropic epoxy resins are to be used for cracks and infills. These resins have excellent stability and offer good mechanical resistance for wood repairs. Thixotropic epoxy resins are easily reversible both mechanically and chemically and offer an elastic modulus close to that of wood.
- Consolidation of the wooden support has to be conducted due to the advanced deterioration of the wood in various parts. This process will regain the former physical and mechanical condition of the wood without removing the degraded elements and is a conservative method to conserve the original material. The consolidant is to be done by syringe at various solvent percentages, starting from a low solvent percentage and increasing accordingly, in order for full impregnation of the wood.

The following materials/substances are not be used:

- Products which contain sulphur hexafluoride (SF6).
- Indoor paints and varnishes¹ with a content of solvents (volatile organic compounds (VOCs) with a boiling point of 250°C maximum) higher than:
- For wall paints (according to EN 13300): 30 g/l (minus water).
- For other paints with a spreading rate of at least 15 m²/l at a hiding power of 98% opacity: 250 g/l (minus water).
- For all other products (including paints that are not wall paints and that have a spreading rate of less than 15m²/l, varnishes, wood stains, floor coatings and floor. paints, and related products): 180g/l (minus water).

Materials to be used have to be in line with conservation practises, are to be documented and easily reversbile, should there be the need for future restoration.

- 4.2.3 The Contractor must also observe the latest visibility guidelines concerning acknowledgement of EC financing of the project. The Contracting Authority will provide the Contractor with the necessary artwork for the Contractor to print the necessary EU signage board of the size of 1500mm x 1500mm with necessary standing support structure. This board must be placed at the Parish Church of Dingli for the full duration of the works. The Contractor will be responsible to ensure that the board is kept in good order and condition throughout the implementation of the works.

4.3 - Project Management

4.3.1 Responsible Body

The Contracting Authority responsible for managing this contract is the Fondazzjoni għall-Patrimonju Kulturali ta' l-Arcidiocesi ta' Malta.

4.3.2 Management Structure

The role of the Project Leader is vested upon the Head of the Fondazzjoni għall-Patrimonju Kulturali ta' l-Arcidiocesi ta' Malta as represented by the appointed Technical Expert and the project coordinators appointed by the Contracting Authority. The Contractor shall report to the Technical Expert and the Project Co-ordinators as representatives of the Project Leader. Any decisions which affect the contract objectives and results, related deadlines and financial aspects shall be taken into account following consultation with and approval by the Contracting Authority. During the execution of the services and works, the Contracting Authority shall moreover be involved in the supervision of the activities involved to the extent to be able to ensure prompt consultation and communication between the parties involved, liaison between the Contractor and third parties and monitoring of the services and works to be executed by the Contractor.

Communications between the Contracting Authority and/or its Technical Representative on one hand, and the Contractor on the other, shall be exclusively in writing and in the English language. Specific and standard procedures of communication (templates of request for information, contract submittal, time of communication and for replies, frequency of meetings) shall be agreed among the Contracting Authority and the winning bidder within fifteen (15) days from the Commencement Date of the Contract.

The Contractor shall abide by the conditions stipulated in Article 7 Contractor's Obligations, of the Special Conditions to the Contract.

4.3.3 Facilities to be provided by the NGO and/or other parties

It is not envisaged that the Contracting Authority will be providing any facilities to the Contractor.

5. Logistics and Timing

5.1 – Location

The gilded wooden pedestal and the statue of Saint John the Baptist are located within the Parish Church of Dingli, Malta, dedicated to the Assumption of our Lady.

5.2 - Commencement Date & Period of Execution

Article 18.1 of the Special Conditions will determine the actual commencement date and period of execution.

6. Requirements

6.1 – Personnel

6.1.1 Other Experts

Wood Pedestal - One Key Expert is to be Restorer-Conservator in possession of a degree course (MQF Level 6) in the conservation and restoration of wood recognized by the University of Malta or equivalent.

Statue - One Key Expert is to be Restorer-Conservator in possession of a degree course (MQF Level 6) in the conservation and restoration of polychromed wood recognized by the University of Malta or equivalent.

The Contractor shall select and hire other experts as required according to the profiles identified in the Organisation & Methodology and/or these Terms of Reference. Any other Conservators-Restorers to work on this pedestal and/or the statue are to also have a degree course in the conservation/restoration of wood recognised by the University of Malta or equivalent. No expert will be authorised to work on the said artefacts prior to obtaining necessary approval from the Contracting Authority.

All experts must be independent and free from conflicts of interest in the responsibilities accorded to them.

6.1.2 Support Staff and Backstopping

Any supporting staff and backstopping required for the implementation of the tasks assigned in this Contract will be carried out at the expense of the Contractor.

Secretarial/administrative roles as well as on-site assistants, etc., required for the completion of the contract, are considered part of the contract's global price.

6.2 – Accommodation

The Contractor shall make use of his/her own office, office support and equipment. All office expenses including stationery and printing are to be covered by the global price quoted. Meetings may be held in premises supplied by Contracting Authority as and when required.

6.3 - Facilities to be provided by the Contractor

The Contractor shall ensure that experts are adequately supported and equipped. In particular it shall ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support its activities under the contract and to ensure that its employees are paid regularly and in a timely fashion.

All expenses such as transport, report production, equipment, office support, support staff, etc., must be included in the global price.

If the Contractor is a consortium, the arrangements should allow for the maximum flexibility in project implementation.

6.4 – Equipment

No equipment is to be purchased on behalf of the Contracting Authority as part of this service contract or transferred to the Contracting Authority at the end of this contract.

7. Reports

7.1 - Reporting Requirements

'Organisation and Methodology' report shall be submitted at tendering stage and will be updated by the Contractor who has been awarded the Contract in the following phases of the project (1) After preliminary analysis including scientific analysis which must be submitted within 6 weeks from order to start works (2) During restoration of works (3) Upon completion of works

The Contractor must submit a report after completion of conservation-restoration works of the pedestal listed in this contract. The '**Organisation and Methodology**' report must contain all information on the work carried out as described in great detail in Section 4.2 of the Terms of Reference

There must be a final '**Organisation and Methodology**' report at the end of the period of execution. The draft final '**Organisation and Methodology**' report must be submitted to the Contracting Authority before the elapse of the period of execution of the contract for the review and approval of the Contracting Authority.

The '**Organisation and Methodology**' report is to include the following: history, current state, methodology including mapping, testing, results and outcomes, materials used and recommendations.

7.2 - Submission & approval of reports

All reports are to be submitted to the Contracting Authority accompanied by the necessary supporting documentation which provides evidence of work conducted as assigned in this contract. The reports must be written in English. The Contracting Authority is responsible for approving the interim and final **Organisation and Methodology**' reports following consultation with its Technical Consultant.

8. Monitoring and Evaluation

8.1 - Definition of Indicators

The Contractor shall have his/her performance measured and evaluated against milestones and objectives set out in the project plan and/or its authorised revisions.

All reports, methodologies, etc., are also to be approved by the Contracting Authority.

SECTION 5 - SUPPLEMENTARY DOCUMENTATION

5.1 - Draft Contract Form

5.2 - Glossary

5.3 - Specimen Performance Guarantee

5.4 - Specimen Retention Guarantee

5.5- General Conditions of Contract

The full set of General Conditions for Service Contracts is attached with this tender.

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.