



FONDAZZJONI GHALL-PATRIMONJU KULTURALI
TAL-ARĊIDJOĊESI TA' MALTA

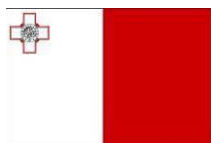
REFERENCE NUMBER: PA5/0103/9.2

**TENDER FOR THE CONSERVATION AND RESTORATION OF THE
DECORATIVE WALL PAINTED NICHE IN THE PARISH CHURCH OF THE
ASSUMPTION OF OUR LADY IN DINGLI**

Date Published: 30th 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

IMPORTANT

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

Archbishop's Curia
St Calcedonius Square
Floriana FRN 1535
MALTA

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

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

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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 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 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 conservation and restoration treatment of the decorative wall painted niche located in the Parish Church of the Assumption of Our Lady in Dingli

wall/ceiling paintings situated in the Chapel dedicated to Saint Anthony the Abbot inside Rabat Parish Church and should strongly abide with the following terms:

- 1.3 The place of acceptance of the works shall be the Parish Church of the Assumption of Our Lady in Dingli and the time-limits for the execution of the contract shall be 15 weeks, and the INCOTERM²⁰¹⁰ applicable shall be **Delivery Duty Paid (DDP)**.
- 1.4 This is a unit price/bill of quantities 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: 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.

No meetings between economic operators and the NGO are permitted during the tendering period.

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** must be in possession of a degree in the conservation and restoration on wall paintings at MQF level 6 recognised by the University of Malta or equivalent. S/he will be a resident conservator/restorer on this project and

will be responsible for the works - to oversee and co-ordinate the works with the Project Manager of the Contracting Authority in charge of the project. He or she shall act as a single point contact for the duration of works.

The Conservator/Restorer must fill in the Statement of Exclusivity Form

b. **A Health and Safety officer.**

- 2) A **Construction Management Plan** ^(Note 3) in relation to this tender shall include a Risk Assessment, as referred to in this document. It shall also detail site logistics and shall take into account the problems of access into the site, and in particular the needs to maintain access open to the sites for visitors. It shall show in particular:

- The Access Plan - All site access points for workers and any required equipment.
- Storage areas for materials and any required equipment.
- Scaffolding - to decide on location, loadings etc. and design supports accordingly. The location of the bases of the scaffolding is to be approved by the Contracting Authority however it is the Contractors responsibility to make sure that the scaffolding is certified and safe enough for people to use.
- Adequate and suitable provision to reduce dust nuisance during all phases of the works.
- Measures for the safety and continued operation of overlying existing activities.
- Preliminary Risk Assessment

The submission to and approval by the Contracting Authority's Project Manager in charge of such Programme or the furnishing of such particulars shall not relieve the Contractor of any of his/her duties or responsibilities under the Contract.

- 3) 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 15 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)

(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 Bill of Quantities**, and is to be calculated on the basis of **Delivered Duty Paid (DDP)²⁰¹⁰ (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 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

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 NGO's technical specifications and design documentation,
- (e) the Contractor's technical offer, and the design documentation (drawings),
- (f) the bill of quantities (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 Contact details of the contracting Authority are as follows:

Fondazzjoni għall-Patrimonju Kulturali ta' l-Arcidiocesi ta' Malta,
Archbishop's Curia, St Calcedonius Square,
Floriana FRN 1535 MALTA.
Tel: (356) 21 245350
Email: fond.pkam@gmail.com

Communications between the Contracting Authority and/or the Project Manager 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, site instructions, 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, unless otherwise specified in these Special Conditions and in Section 4 - Technical Specifications.

Article 5: Supervisor and Supervisor's Representative

The contractor shall inform the Contracting Authority about all stages of progress of the project. Any unauthorized halting of works will not be allowed and no extension in the implementation timeframe will be granted in such instances. The Contractor shall seek prior approval from the Contracting Authority to halt works on site.

The Contracting Authority will appoint its delegated representative who will liaise and oversee the works related to this contract.

5.6 The Contractor shall be responsible to provide all access necessary for verifying and inspecting the works carried out and the items being provided.

Article 6: Assignment

Requests from the contractor for a change in assignment will not be allowed except in the case of force majeure which results in the Contractor being unable to carry out the tasks assigned in the contract.

Article 8: Supply of Documents

8.4

The contractor shall follow closely all instructions specified in the documents submitted with this tender and any other documentation provided to him by the Contracting Authority during the course of the works. Any documents 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 4 of the Special Conditions.

The Contractor shall employ the use of standard forms provided by the Contracting Authority and Project Manager representing the Contracting Authority for the approval of drawings and other documents provided by the Contractor, including those requested by the same Contracting Authority and Project Manager.

Any drawings and other documents shall be approved or otherwise by the Project Manager representing the Contracting Authority the procedure being agreed to between the parties as indicated in Clause 4 of the Special Conditions. Any such drawings and other documents not submitted through the means described above shall not be considered.

Any documents and drawings prepared by the Contractor are to be submitted for approval to the Contracting Authority and the Project Manager representing the Contracting Authority, the procedure being agreed to between the parties as indicated in Clause 4 of the Special Conditions.

Article 9: Access to Site

9.1

In addition to sub Article 9.1 of the General Conditions, the contractor is expected to take into consideration the limited vehicular access to the site and should ensure that he obtains the necessary authorisation from the Rabat Local Council whenever necessary.

Contractor should use adequately sized vehicles for the transportation of materials to and from the site.

No work shall be carried out on the site outside opening hours or on the recognized days of rest unless prior approval is given by the Contracting Authority.

The contractors may be required to suspend works being carried out in order not to disturb any official function or activity held as indicated by the Contracting Authority. The contractor will be notified of such suspension of works at least 48 hours in advance and will not be eligible for compensation other than an extension of time.

The contractor is to note that access to the public/private buildings shall be maintained at all times and shall maintain pedestrian and vehicular access (where applicable) at all times.

The Contractor shall be obliged to ensure avoidance of disruption and inconvenience to the day today business on and around the site.

To this effect, the contractor and his employees shall be required to abide by the instructions issued from time to time by the Contracting Authority and shall ensure that all works are carried out without jeopardizing the security of the place.

Article 10: Assistance with Local Regulations

- 10.3** 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 11: The Contractor's Obligations

- 11.1** The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all required working methods. The Contractor shall be responsible for all Contractors' documents and works.

The Contractor shall, whenever required by the Contracting Authority, submit details of the arrangements and methods that the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Contracting Authority.

The Contractor shall, as specified in the contract or as instructed by the Contracting Authority allow appropriate opportunities for carrying out work within the site to:

- a) Personnel of the Contracting Authority,
- b) Any other sub-contractors employed by the Contracting Authority, and
- c) The personnel of any legally constituted public authorities;

who may be employed in the execution on or near the Site of any work not included in this contract.

Any such instruction shall only constitute a variation if and to the extent that it causes the Contractor to incur **Unforeseeable Cost**. Services for these personnel and other contractors may include the Contractor's Equipment, Temporary Works or access arrangements which are the responsibility of the Contractor.

The Contractor shall;

- a) Comply with all applicable safety regulations;
- b) Take care of the safety of all persons entitled to be on the Site;
- c) Use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons;
- d) Provide fencing, lighting, guarding, and watching of the Works until completion and taking over under the Contracting Authority's taking over, and
- e) Provide any Temporary Works (including footways, guards, and fences) which may be necessary, because of the execution of the Works for the use and protection of the general public.

- 11.9** As per article 15.4 of the Special Conditions. The Contractor shall draw up and submit for the Project Manager's approval an updated programme of works to reflect the actual dates of execution of contract within 5 working days from written request by the Project Manager.

- 11.11** The contractor shall draw up and submit any drawings as well as any literature, documents or items required for the execution of the works and submit them for approval to the Contracting Authority and its Project Manager, the procedure being agreed to between the parties as indicated in Clause 4 of the Special Conditions. Further to the provision in Article 11.11 of the General Conditions, any such detailed drawings shall be submitted within 5 working days from written request by the Project Manager. Furthermore the Contractor must abide by the reporting requirements set out in the Terms of Reference of this contract.

- 11.17** Any such documents will remain 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.

- 11.20** Further to Article 11.2 in the General Conditions, the contractor shall deploy the necessary resources so as to maintain a good progress of work on the site 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 Works within the required time-frame, in accordance with the Technical Requirements and with the Period of Execution.

Furthermore, the contractor shall be expected to be co-operative and allow the use of his scaffolding and/ or other facilities available on site for the efficient execution of the above-mentioned works. Same contractor will not be entitled to any compensation (financial or otherwise) for these services, etc

The Contractor shall be obliged to follow any and all instructions issued by the Contracting Authority in relation to the Works in so far as this fall within the overall scope of the Contract.

- 11.21** The Contractor shall also, in addition to the above, take any necessary action to ensure and maintain the health and safety of his employees, together with those of the employees of the Contracting Authority, any other contractor engaged on the site, together with the general public and shall follow any relevant instructions and /or recommendations of the contractor's Health and Safety Offices to fulfill the obligations set out in the Legal Notice 281/2004 (SL 424.29)

In addition to other obligations arising under the Contract pertinent to the execution of the Works, the Contractor shall, following completion of same, fulfill all obligations during the Defects Liability Period as outlined in Article 58 of these Special conditions.

- 11.22** The Contractor shall not dismantle the scaffolding prior to the approval of the Contracting Authority. The contractor shall give the Contracting Authority's personnel in charge at least one week notice to allow for a final inspection of the works

- 11.23** All lifting equipment used on site shall be certified by a warranted Mechanical Engineer throughout the whole duration of the works, in accordance with the regulations issued by the Occupational Health and Safety Authority.

- 11.24** Copies of the certificates shall be sent to the Contracting Authority's personnel before commencement of work and as necessary should the six (6) month certification period elapse.

- 11.25** The Contractor will be available to attend regular site, management and progress meetings.

- 11.26** The Contractor shall declare all the materials that will be used for the works and ensure that the said materials have been tested and approved by conservation literature. The materials should be stable, compatible with the paintings, and remain reversible. The Contractor should declare the said materials and seek the approval of both the Contracting Authority and the Project Manager prior application. The workmanship is to be of first class character, and the degree of finish such as the Contracting Authority shall require.

- 11.27** No methods or materials are to be used other than that stated in this contract. Should there be any discrepancy between the method statement and execution of works, including materials without the knowledge of the Contracting Authority or its representative, the Contractor will be held responsible for any inferior results, errors and defects that may occur in the work through neglect of this precaution.

- 11.28** The Contracting Authority may adopt any means it may deem fit to satisfy itself that the materials specified are actually used, and shall have power throughout the contract, to inspect without giving previous notice the entire work or any part thereof, may be in progress. The Contracting Authority reserves the right to demand that the Contractor amends or alters anything that the Contracting Authority may deem as necessary and to reject any parts of the work for which it may disapprove.

- 11.29** Each trade is to make good after itself and provision for such work shall be made in respective rates.
- 11.30** A suitable “housekeeping” programme shall be established before commencement of the project and be continuously implemented on the Site. During the execution of the works, the Contractor shall keep the site reasonably free from all unnecessary obstruction, and shall restore or dispose of any Contractor’s equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required
- 11.31** On completion of the Works, the Contractor shall clear away and remove from site all Contractor’s equipment, surplus material, rubbish and temporary works of every kind, and leave such part of the site and works clean and in a workmanlike condition to the Contracting Authority.
- 11.32** Where during his course of work, the Contractor causes any damage to the Contracting Authority’s equipment or facilities, the Contractor must report the damage immediately to the Contracting Authority. The Contracting Authority shall rectify the damage in any way is deemed fit by the Contracting Authority, the cost and expense thereof shall be borne by the Contractor. The Contractor is required to replace/repair or makes good the loss suffered by the Contracting Authority due to any damage caused by the Contractor during the execution of the work.
- 11.33** The Contractor shall be obliged to follow any and all instructions issued by the Project Manager representing the Contracting Authority in relation to the Works insofar as this fall within the overall scope of the Contract. Regular site, management and progress meetings will be organised by the Project Manager representing the Contracting Authority to monitor both the progress and the quality of the works.

Article 13: Performance Guarantee

- 13.1** The Contractor shall, within 15 days of receipt of the contract for signature, furnish the Contracting Authority with the original guarantee for the full and proper performance of the contract. It shall not exceed 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.
- 13.3** The performance guarantee shall be in the format given in Section 5 and shall be provided in the form of a bank guarantee. It shall be issued by a bank in accordance with the eligibility criteria applicable for the award of the contract.
- Furthermore, the Contracting Authority will not affect any payment to the Contractor until the performance guarantee has been submitted.
- 13.8** The performance guarantee shall be released within 30 days of the signing of the Provisional Acceptance Certificate including any snag lists

Article 14: Insurance

- 14.1** Without any prejudice to Article 14.1 a, b, c of the General Conditions, the contractor shall take out insurance in both his own and the Contracting Authority’s name against any loss or damage to any of the property to which this document refers or any damage to third party property for which he is liable under the contract. The contractor is required to insure for the whole duration of the contract against risk of damage to the historic fabric of the works of art and the building itself being restored through this contract for the amount of €235,000 per accident with the number of occurrences unlimited.

14.2 Without any prejudice to 14.1 a, b, c of 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.

14.3 Amount per personal injury and unlimited occurrences as specified in Article 14.2 of the Special Conditions.

The premium/s shall be affected by the contractor at his own expense. The insurance shall for all effects and purposes be deemed to be a Maltese contract and shall be governed according to Maltese laws and subject to the Maltese Courts jurisdiction. Each time the premium is paid, the contractor shall submit evidence of payment to the Contracting Authority.

14.6 If and so far as the contractor fails to effect and keep in force any of the insurance policies referred to above, then the Contracting Authority may affect and keep in force any such insurances and pay any premium as may be necessary for that purpose and deduct the amount so paid to any monies due to the contractor.

14.9 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 decorative wall painted niche 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 15: Performance Programme \(Timetable\)](#)

15.1 The Contractor shall provide a detailed Programme of Works.

15.2 The project shall be completed within 15 weeks from the letter of order to start works.

15.4 The Programme of Works shall be updated monthly or whenever required by the Contracting Authority, to be in line with the progress of the actual Works. The Programme of Works shall be accompanied by sufficient data and information together with all the necessary details of required labour force, etc. The Contracting Authority shall approve the Programme of Works within ten (10) working days from submission by the Contractor to the Contracting Authority. Should the Contracting Authority consider any alteration in or addition to the Programme of Works as submitted, the Contractor shall conform therewith without additional cost. Any changes to the Programme of Works shall be approved by the Contracting Authority.

[Article 17: Contractor's Drawings](#)

17.1 The Contractor shall submit to the Project Manager representing the Contracting Authority for approval any drawings, documents, programme of works, technical literature, samples and /or models that the Project Manager may reasonably require for the performance of the contract within 5 working days from written request by the Project Manager representing the Contracting Authority or from date when meeting where minutes are taken.

- 17.7** Further to the provisions of Article 17.7 of the General Conditions, the Contractor must submit a full set of the final drawings and final report upon completion of the project and must do so within 30 days from issuing of the Partial Provisional Acceptance Certificate. Failure to do so will result in a daily penalty of fifty (50) euro up to a maximum of 2% of the contract value.

18.1 [Article 18 Sufficiency of Tender Price](#)

- 18.2** Further to the provisions of Article 18.1 of the General Conditions, no claim for extra payment arising from lack of knowledge of the artefact/site's condition shall be entertained.

- 18.4** The rates tendered shall be considered as inclusive and as covering all the works specified as well as any other work which notwithstanding their omission are, either contingent, complementary or indispensable for the execution of the contract in its entirety and as intended.

No pleas of ignorance of conditions that exist or that may be encountered in the execution of the work under this contract, as a result of failure to make the necessary examinations and investigations shall be accepted as an excuse for any failure or omission on the part of the Tenderer to fill in every detail and all the requirements of the said Tender document or shall be accepted as a basis for any claim whatsoever for extra compensation.

[Article 19 Exceptional Risks](#)

- 19.6** Further to the provisions of Article 19 of the General Conditions, if the Contractor is granted an extension of time in the implementation of the works, the Contractor cannot make a request for financial compensation for extension of time.

[Article 20: Safety on Site](#)

- 20.2** Further to the provisions of the General Conditions, it is the obligation of contractors to carry out a suitable, sufficient and systematic assessment of all the occupational health and safety hazards which may be present at the place of work and the resultant risks involved concerning all aspects of the work activity.
- 20.3** Further to the provisions of the General Conditions, it is also the duty of the contractor to cooperate with other employers, contractors and, or self-employed persons who share a common work place, on the implementation of Health and Safety provisions. The contractor or his designate shall co-ordinate necessary actions in matters which concern protective and preventive measures and shall inform all on site as well as the Health and Safety Project Supervisor regarding any potential risks.
- 20.4** The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:
- take full responsibility for compliance with Health and Safety Regulations in force from time to time;
 - without prejudice, have full regard for the safety of all persons on the site and keep the site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons;
 - without prejudice, provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary, for the protection of the Works or for the safety and convenience of the public or others; and

- without prejudice, take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to the persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

Article 21: Safeguarding Adjacent Properties

- 21.1 Further to clause 21.1 of the General Conditions, the contractor shall liaise and co-operate with the appropriate Authorities and occupiers of adjoining land and buildings likely to be affected by the works, for all matters regarding access, monitoring, third party rights, and similar.

Article 22: Interference with Traffic

- 22.3 When un/loading materials and equipment, the Contractor must ensure that the roads surrounding the site shall remain open at all times. However, the Contractor must liaise with the Contracting Authority with respect to any traffic arrangements while the works are being carried out. The Contractor is responsible to obtain necessary permits that may be required if the works impacts traffic in any manner.
- 22.4 The Contractor is responsible to obtain necessary permits that may be required

Article 30: Patents and Licenses

30.2 Further to the provisions of Article 30 of the General Conditions, all reports, documentation, software files, photographs, video footage, information, data, scientific analysis (organic and non-organic analysis) and any other information whatsoever collected by the Contractor shall be the intellectual property of the Contracting Authority. Copyright shall vest exclusively with the Contracting Authority

The Contracting Authority shall have the right to retain, copy, distribute and publish all documentation submitted by the Contractor.

The Contractor shall not have the right to use, reproduce, or disseminate any reports, and documentation of the works and other material concerning the project with the Contractor's promotional and/or professional material/social media without the prior consent in writing of the Contracting Authority.

Article 31: Commencement Date

- 31.1 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 performance of the contract is to commence on order to start works. The Contractor must furnish the Contracting Authority with a certified true copy of the Insurance Policy together with all documentation related to Health and Safety prior to commencing works.

Article 32: Period of Execution of Tasks

- 32.1 The period of execution of task for the project covered by this contract shall be 15 weeks.

The contractor will be expected to commit sufficient resources to carry out works to guarantee the

completion of all the Works as specified in this tender within the stipulated implementation period.

Article 33 Extension of the Period of Execution of Tasks

- 33.4** Further to the provisions of Article 33 of the General Conditions, should the Contractor be granted an extension of the period of execution of the tasks that are the subject of this contract, the Contractor cannot make a claim for financial compensation for such extension in the period of execution of the tasks of the contract.

Article 34: Delays in Execution

The Contractor shall be liable to a deduction of 0.1% of the contract price per day's delay up to a limit of 20% of the total contract price.

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 35: Modification to the Contract

- 35.8** The Contracting Authority has a right to increase or reduce works of a similar nature by a maximum of 20% of the contract value which have become necessary for the purpose of achieving the scope of the contract. These inter alia include the detection of unidentified works evident only once the interventions have commenced such as the repetition of conservation and restoration works
- 35.9** The Contracting Authority will have the right to instruct additional works up to a maximum of 20% of the contract value which have become necessary for the purpose of achieving the scope of the contract. Such works would be resulting from close inspection of works accessible only upon erection of scaffolding or exposed during the course of works. These inter alia include works evident only once the interventions have commenced and which result in alternative restoration intervention works to those originally envisioned in the contract.
- 35.11** The provisions provided for in Article 35.11 of the General Conditions shall not be applicable to this contract.
- 35.12** The provisions provided for in Article 35.12 of the General Conditions shall not be applicable to this contract.
- 35.13** The provisions provided for in Article 35.13 of the General Conditions shall not be applicable to this contract.

Article 37: Work Register

- 37.1** The Contractor shall maintain a Work Register (Work Diary) on the site, containing detailed

daily reports in the template specified and/or approved by the leading Conservator and approved by the Project Manager representing the Contracting Authority, including at least the following information:

- (a) hours of work, number and type of workmen employed on the site, materials supplied, equipment in use, equipment not in working order, tests carried out in situ, samples, unforeseen circumstances, safety, health and welfare of persons and damage to property, progress of the Works, as well as progress of the Works orders given to the Contractor;
- (b) This Work Register shall be made on daily basis and take the form of a bound document with an original and two copies for each day. The original shall be filled out by the Contractor, who shall sign it, then reviewed by the Project Manager representing the Contracting Authority, who shall add his/her comments, if necessary, and countersign it. One copy shall be kept by the Project Manager representing the Contracting Authority for its own record.
- (c) Entries made in the work register as work progresses shall be signed by the Contractor and countersigned by the Project Manager representing the Contracting Authority. When the Project Manager reviews each page, he shall add his comments if necessary, to draw attention to deficiencies in the Works or to give warning of difficulties that may arise from the Contractors method of working. He may also instruct in this Work Register that work shall stop in certain circumstances and the Contractor shall take appropriate action immediately. Such instructions shall be followed up by Administrative Orders. If the Contractor objects, he shall communicate his views to the Project Manager within 15 days following the date on which the entry or the statements objected to are recorded. Should he fail to countersign or to submit his views within the period allowed, the Contractor shall be deemed to agree with the notes shown in the register. The Project Manager may examine the work register at any time and may make or receive a copy of entries which he considers necessary for his own record.

Article 38 Rules of Origin

- 38.1 There is no authorized derogation to the rules of origin.

Article 39: Quality of Works and Materials

- 39.1 All designs, components, materials, and restoration interventions/methodologies shall be submitted to the Project Manager representing the Contracting Authority for written preliminary technical approval, prior to their implementation or procurement. All requests and documentation must be submitted with 15 calendar days prior to execution of works on site.

Article 43: Payments: General Principles

- 43.1 Payments will be made in Euro.

Payments shall be authorized by the Contracting Authority and paid by the Treasury Department.

Payment Schedule		
1 st Payment	Upon submission of the 1 st updated 'Organisation and Methodology' report and following approval by the Contracting Authority of the said report.	<i>20% of contract value</i>
2 nd Payment	Upon submission of the 2 nd updated 'Organisation and Methodology' report and following approval by the Contracting Authority of the said report.	<i>A 30% of the contract value</i>
3 rd Payment	Upon completion of the works and following certification of works carried out by the Contracting Authority	<i>45% of the contract value</i>
Retention Monies (against a guarantee)	Upon submission of the 3 rd updated 'Organisation and Methodology' report and following approval by the Contracting Authority of the said report and as per payment schedule in Clause 45.2 of the Special Conditions	<i>5% of contract value and upon submission of an equivalent bank guarantee</i>

Following certification by Supervisor as in 43.1 above, the Contracting Authority will process the relative payment order. Sums due shall be paid within no more than 60 calendar days from the date on which an admissible payment request is registered by the Contracting Authority. The date of payment shall be the date on which the institution's account is debited. The payment request shall not be admissible if one or more essential requirements are not met.

The 60-day period may be suspended by notifying the Contractor that the payment request cannot be fulfilled because the sum is not due, because appropriate substantiating documents have not been provided or because there is evidence that the expenditure might not be eligible. In the latter case, an inspection may be carried out on the spot for the purpose of further checks. The Contractor shall provide clarifications, modifications or further information within 30 days of being asked to do so. The payment period shall continue to run from the date on which a properly drawn-up payment request is registered.

43.3 As per General Conditions

Article 44: Pre-financing

44.1 No Pre-financing payment will be issued for this contract.

Article 45: Retention Monies

- 45.2** 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 as specified in Article 57. The bank guarantee will be released upon issuing of the final acceptance of the works as per Article 58. The said retention guarantee shall be released only after the conditions requested under Art 58 are satisfied. The retention guarantee will be released within 45 days from when the Final Acceptance Certificate is issued.

Article 46: Price Revision

- 46.1** Tender prices are fixed and not subject to revision with the exception of that resulting from causes listed under Article 46.3 of the General Conditions.
- 46.3** As per General Conditions

Article 48: Interim Payments

- 48.1** As per payment schedule in Article 43.1 of the Special Conditions.

Article 50: Delayed Payments

- 50.1** 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 43 of these Special Conditions. This period shall begin to run from the approval of these documents by the competent department referred to in Article 43.1 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.
- 50.2** Once the deadline laid down in Article 50.1 has expired, the Contractor may, within two months of late payment, claim late-payment interest:
- at the rediscount rate applied by the issuing institution of the country of the Contracting Authority;
- on the first day of the month in which the deadline expired, plus two percentage points (2%). 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 53: End Date

- 53.1** The contract will be co-financed through the European Regional Development Fund 2014-2020, therefore the payment obligations of this contract will be concluded by end December 2020.

Article 56: Partial Acceptance

- 56.2** The Contracting Authority will issue partial provisional acceptance upon completion of full works on the structure envisioned within the contract and not upon completion of works on parts of the structure envisioned within the contract.
- 56.3** The maintenance period shall run from the date of the Provisional Acceptance Certificate issued as per Article 57.

Article 57: Provisional Acceptance

- 57.6** Further to the provisions of Article 57 of the General Conditions, the Provisional Acceptance Certificate can only be issued once all relevant documentation has been submitted by the Contractor to the Contracting Authority and all pending snags have been appropriately addressed by the Contractor and to the satisfaction of the Contracting Authority.

Article 58: Maintenance Obligations

- 58.1** Further to the provisions of Article 58 of the General Conditions, the contractor shall guarantee that works carried out on the outbuildings through works 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.

Any guarantees on works, materials, equipment or items installed as part of the permanent works and as specified in the Special Conditions and the Technical Specifications shall be over and above and without prejudice to the Contractor's obligations under the Maintenance Period and shall continue to run until the end of their respective terms after the Maintenance Period has expired.

Article 66: Dispute Settlement by Litigation

- 66.1** If no settlement is reached within 120 days of the start of the amicable dispute-settlement procedure, each Party may seek:
- a) either a ruling from a national court, or
 - b) 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- 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 Dingli Parish Church.

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 objectives of the project of which this contract will be a part are as follows:

- The uncovering of a wall painted decorative scheme adorning the niche of the Statue of Our Lady of the Rosary at Dingli Parish Church. The niche's decorative scheme is currently concealed by overlying white paint and a subsequent layer of wall paper, which layers would need to be removed / cleaned for uncovering and eventually conserving / restoring the wall painted niche.

2.2 - Specific Objectives

The objectives of this contract are as follows:

- Objective 1 - To enhance the historical and artistic values of the niche itself and also of the Dingli Parish Church. This is beneficial both for the local community as well as for tourists.
- Objective 2 - To uncover and conserve / restore the decorative wall painted niche which had been painted over, seemingly during the late 1980's.

2.3 - Results to be Achieved by the Consultant

The conservation and restoration interventions are intended to uncover the underlying decorative scheme. In doing so, church goes and visitors will be able to better appreciate the artistic patrimony of this church. Scholars will also have the possibility of furthering their studies on nineteenth / early twentieth century interior mural decorations. The interventions may bring forward interesting details which can enhance the history and artistic values of the niche.

3. Assumptions and Risks

3.1 - Assumptions Underlying the Project Intervention

- All tasks and activities shall be carried out within the specified timeframes provided in the Programme of Works submitted at tendering stage. The Programme of Works must be updated following award of the tender and the updated version must be submitted within two weeks from the last signature of the contract. Furthermore the relevant tasks and methodology will be included in the 'Methodology & Organisation' report which must be updated for the first phase of the works within ten days from completion of removal of the coating from the niche. The report will be submitted to the Contracting Authority for approval.
- The Conservator-Restorer appointed for the works is expected to modify the 'Methodology & Organisation' report as necessary until it is approved by the Project Manager.
- Conservator -Restorer is to undertake necessary insurance as requested in Article 14 of the Special Conditions to the Contract prior to starting any works on site.
- The conservator-restorer shall appoint his safety officer to ensure compliance with Legal Notice 281/2004 (SL.424.29). The safety officer shall amongst other things implement all regulations and directions given in order to achieve the objectives of the Health and Safety Plan, as well as ensure the certifications of ladders, hoists and any other equipment/machinery to be used on the site of works as fit for the intended works and immediately submit them to the Contracting Authority. The Conservator-Restorer shall be obliged to immediately carry out any actions recommended by the Supervisor appointed by the Contracting Authority. The

Contracting Authority reserves the right to request the Contractor to substitute the appointed safety officer if in the opinion of the Contracting Authority he/she is not fulfilling his/her role properly.

- The Conservator- Restorer shall include inter alia for the following:
 - All persons involved in the implementation of the contract are to be provided with appropriate personal protective equipment;
 - Provide appropriate induction and training to all persons on site;
 - Submit to the Contracting Authority, work methods and risk assessment for all works to be carried out. Such documents to be kept up to date throughout the works.
 - Maintain an occupational health and safety disciplinary system on site which is to include warning to personnel leading to dismissal for repeated offences

The Contracting Authority may require 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.

3.2 – Risks

- During erection and dismantling of the scaffolding (if deemed necessary) there is a great risk of damaging the niche if works are not thoroughly planned and carried out with caution.
- With regards to the removal of the wall paper and coating/s over the original decoration, one has to be aware of risk factors which may increase the deterioration of the said mural if uncovering works / interventions are not carried out professionally.
- The conservator should be aware that the number of layers / coatings overlying the wall paintings may vary from one area to another.
- Strict adherence to the Implementation timeframes is required. The project shall be executed within a period of 15 weeks as from the order to start works.

4. Scope of the Work

4.1 – General

4.1.1 *Project Description*

Uncovering and Conservation/Restoration works will be carried out on a wall painted niche within the Dingli Parish Church. The decorative scheme to be treated dates back to the nineteenth / early twentieth century. It appears to be a decorative scheme having greyish tonalities and motifs painted in ochre.

History

The decorative scheme to be uncovered and treated, adorns the niche pertaining to the statue of Our Lady of the Rosary. Photographic evidence from circa 1980 shows that the niche's decorative scheme was still visible and thus the whitewashing / overpaint and the further covering using wall paper was applied subsequent to this date.

4.1.2 *Geographical Area to be covered*

The decorative niche is located within the Parish Church of the Assumption of Our Lady in Dingli which 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 Our Lady. 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 wall paintings. All conservators-restorers involved should have good knowledge and experience with regards to the support of murals in Malta which support generally consists of Globigerina Limestone.

4.2 - Specific Activities

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 uncover the niche's decorative scheme and conserve/restore the uncovered mural. 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 is then to be updated once works are finalised, including the whole process, materials and photographic evidence of the different stages of the restoration works that were 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 the Instructions to Tenderers.

Method statement

Prior to any intervention, a detailed photographic and written documentation of the entire niche is to be carried out, including the manufacturing technique and current state of conservation. This is to be approved by the Contracting Authority prior to starting works on site. Contractor is to submit as many proposals as deemed necessary until approval is obtained from the Contracting Authority.

Precautions need to be taken in order to minimize the risk of further damage during the erection / unmounting of any scaffolding and / or ladders which may be needed to reach the higher areas of the niche.

The uncovering and conservation-restoration works of the painted niche shall be carried out on site. Apart from uncovering treatments of the decorative scheme / cleaning, the murals are to be consolidated and stabilised through injecting appropriate consolidants and mortars as necessary in case of flaking / detachments / delamination. Losses shall be integrated accordingly.

All materials to be used during the intervention process such as consolidants, fillers, mortars, retouching paint, any protective coatings etc., should be compatible with the manufacturing technique of the mural, reversible and re-treatable. The materials should be conservation grade. All materials used shall also be appropriate for the use of wall paintings

within the Maltese Islands in which the support of murals is generally limestone. Thus it is crucial that the materials to be used are NOT a source of salts and ideally would retain the porosity of the mural as much as possible. **The materials should also be approved by the project manager.**

Testing should also be done prior to the initiation of any treatment to evaluate and assess the outcome. Tests to assess the sensitivity of the paint layer to any treatment / conservation product / solvent are imperative.

The materials used should not promote physical and biological deterioration.

Ultimately all conservation and restoration interventions should be carried out using compatible and reversible materials, and should follow modern conservation ethics.

The tasks assigned through this contract must adhere to the implementation timeframes stipulated in Article 1.3 of the ITT and Article 19.1 of the Special Conditions.

Upon completion of the tasks assigned through this contract, the Contractor will provide a detailed report on the work and treatment/s conducted together with the necessary supporting documentation. Such report will have the necessary EU publicity requirements which will be communicated to the Contractor by the Contracting Authority.

When the supervisor issues a certificate, he/she must be satisfied that relevant, reliable and sufficient evidence exists that:

- the tasks have been properly performed; and
- the amounts claimed by the contractor(s) have actually and necessarily been incurred;

in accordance with the requirements of the contract.

EU Funds: 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 x1500mm 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 representatives 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 11 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 painted niche is located within the Parish Church of Dingli, Malta, dedicated to the Assumption of our Lady.

5.2 - Commencement Date & Period of Execution

Article 31 & 32.1 of the Special Conditions will determine the actual commencement date and period of execution.

6. Requirements

6.1 – Personnel

6.1.1 *Other Experts*

The Contractor must engage the following Key Experts:

- i. A Restorer-Conservator in a possession of a degree course (MQF Level 6) in the conservation and restoration of wall paintings recognized by the University of Malta or equivalent.
- ii. A Health and Safety Officer

A Health and Safety Officer who will be responsible for the health and safety requirements of the project implementation.

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 the niche are to also have a degree course in the conservation/restoration of wall paintings recognised by the University of Malta or equivalent. Such experts cannot work on the niche prior to submitting their Curriculum Vitae and obtaining the necessary approval of 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 to have been factored in by the Contractor when submitting rates in the BoQ.

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 Consultant

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 factored in by the Contractor when submitting rates in the BOQ.

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**” reports shall be submitted and updated following these phases of the project (1) following uncovering of the decorative scheme; (2) following consolidation treatments; (3) following pictorial integration.

The Contractor must submit a report after completion of conservation-restoration works of the niche listed in this contract. The ‘**Organisation and Methodology**’ report must contain all information, including photographic evidence, 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 by the end of 15 week execution period 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 progress 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 Works 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.