FONDAZZJONI GĦALL-PATRIMONJU KULTURALI
TAL-ARĊIDJOĊESI TA' MALTA

REFERENCE NUMBER: **PA5/0103/16.1**

Tender for the Conservation and Treatment Works to the Polychrome Mosaic Panel located over the pediment of the Parish Church of Mgarr, dedicated to the Assumption of Mary

Date Published:	**5th June 2019**	
Deadline for Submission:	**5th July 2019**	**at 09:30am CEST**
Tender Opening:	**5th July 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 ghall-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/

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 ghall-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 Treatment Works to the Polychrome Mosaic Panel located over the pediment of the Parish Church of Mgarr, dedicated to the Assumption of Mary.

1.3 The place of acceptance of the works shall be the Parish Church of the Assumption of Mary, Mgarr, the time-limits for the execution of the contract shall be 26 weeks from the Order to Start Works, and the INCOTERM^{2010} 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 ghall-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
Deadline for request for any additional information from the NGO **Clarification requests should be addressed to: *NGOs e-mail address*** fond.pkam@gmail.com	20/06/2019	17.00CEST
Last date on which additional information can be issued by the NGO	27/06/2019	20.00CEST
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)	05/07/2019	09.30CEST
* All times Central European Time (CET) / Central European Summer Time (CEST) as applicable		

3. Lots

3. 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. 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 ghall-Patrimonju Kulturali ta' l-Arcidiocesi ta' Malta.**

6. Clarification Meeting/Site Visit/Workshop

6. 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) Information re Joint Venture/Consortium (where 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* (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 qualification in conservation and restoration studies (MQF 6) in the following areas of expertise - (a) stone, marble

and travertine, (b) plasters and stucco, (c) metals, (d) glass, (e) ceramics.

The Key Expert proposed as Conservator-Restorer must sign the Statement of Exclusivity Declaration

b. A Warranted Architect who will assume all the responsibility in terms of the legal obligations as arising under Maltese law (Warrant Number to be declared).
c. A Licenced Stone Mason
d. A Project Manager (MQF level 4 in related area of study) responsible for the works - to oversee and co-ordinate the works with the Supervisor in charge of the project. He or she shall act as a single point contact for the duration of works.
e. Health and Safety Officer

Bidders are to fill in and submit the Key Experts Form, the Statement of Exclusivity and Availability Form (where applicable) and the Self-declaration form for Key Experts (relating to public employees, where applicable) (Note 2A)

2. The Technical Questionnaire Form must be filled in together with all necessary supporting documentation requested in the questionnaire. Section 1 of the questionnaire falls under (Note 2A)
   Section 2 & 3 of the questionnaire fall under (Note 3)
   Section 4 of the questionnaire falls under (Note 2b)

3. Programme of Works (Note 3)

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) **Literature** as per Form marked 'Literature List' to be submitted with the Technical offer at tendering stage.

No changes to the information provided in the Literature submitted will be allowed. Literature submitted shall be rectifiable <u>only</u> in respect of any missing documents. (Note 2B)

(iii) Samples as per section in Form marked 'Literature List' maybe requested during the evaluation stage to supplement the technical offer submitted. If requested, the Samples must be submitted within 5 working days of being notified to do so. (Note 3)

(D) Financial Offer

(i) The Tender Form and Tenderer's Declaration are to 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 four circumstances: incorrect validity date, and/or incorrect value, and/or incorrect addressee and incorrect name of the bidder. Rectification in respect of the Tender Guarantee (Bid Bond) is free of charge.

2. A) Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five (5) working days from notification.
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: Law and language of the Contract

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

The contract is made up of the following documents, in order of precedence:

(a) the Contract;
(b) the Special Conditions;
(c) the General Conditions;
(d) the Contracting Authority's technical specifications and design documentati
(e) the Contractor's technical offer, and the design documentation (drawings);
(f) the bill of quantities/financial bid (after arithmetical corrections)/breakdow
(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

Further to the contents in the General Conditions, the communication details of the Contracting Authority are:

Fondazzjoni ghall-Patrimonju Kulturali ta' l-Arcidiocesi ta' Malta
The Archbishop's Curia, Saint Calcedonious Square, Floriana
FRN 1535
Tel: 2590 6400
Email Address: fond.pkam@gmail.com

Communications between the Contracting Authority and/or the Supervisor 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

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 Any documents and drawings prepared by the Contractor are to be submitted for approval to the Contracting Authority and the Supervisor, 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 clause 9.1 of the General Conditions, contractors may be required to suspend all or part of the 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, apart from an extension of time.

9.5 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.

To this effect, the contractor and his employees shall be required to abide by the instructions issued from time to time by personnel responsible for the security of the underlying/adjoining properties 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

11.9 As per article 15.4 of the Special Conditions

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 Supervisor, the procedure being agreed to between the parties as indicated in Clause 4 of the Special Conditions.

11.17 The Contracting Authority and the Supervisor shall make available the tender drawings (and any subsequent revisions to such drawings) to the Contractor at the latter's request and well as any drawings required to carry out the works as the need arises. Any such drawings 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.

11.21 Furthermore, the contractor shall be expected to be co-operative and allow the use of his scaffolding or other elevation equipment 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

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

11.23 The Contractor shall be obliged to ensure avoidance of disruption and inconvenience to the day to day business on and around the site, including the co-ordination with other contractors that may be engaged on or in the vicinity of the site, the free movement of traffic and pedestrians, except where this is absolutely unavoidable. In particular, the Contractor shall take all such precautions as may become necessary so as to avoid causing any damage to adjacent buildings or property, including public spaces, during the execution of the Works.

11.24 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 any other contractor engaged on or in the vicinity of the site, together with the general public and shall follow any relevant instructions and /or recommendations of the contractor's Health and Safety Offices and the Contracting Authority Project Supervisor to fulfil the obligations set out in the Legal Notice 281/2004 (SL 424.29)

11.25 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 58.6 of these Special conditions.

11.26 The Contractor shall not dismantle the scaffolding or other elevation equipment prior to the approval of the Contracting Authority's architect and civil engineer in charge. The contractor shall give the Contracting Authority's architect and civil engineer in charge at least one week notice to allow for a final inspection and the measurement of works

11.27 All lifting equipment used on site shall be certified by a warranted Mechanical Engineer every six (6) months, in accordance with the regulations issued by the Occupational Health and Safety Authority.

Copies of the certificates shall be sent to the Contracting Authority's Architect and civil engineer in charge/Project Manager before commencement of work and as necessary should the six (6) month certification period elapse.

11.28 A suitable "housekeeping" programme shall be established before commencement of the project, and be continuously implemented on the Site.

11.29 The Contractor will be available to attend regular site, management and progress meetings.

11.30 The contractor binds himself to adhere to the conditions imposed in the Planning Permit, that is, the approved drawings, document and conditions imposed in Planning Permit PA NO/6092/16 as approved by the Planning Authority. He also binds himself to follow all instructions given to him by the Superintendence of Cultural Heritage.

Article 13: Performance Guarantee

13.1 The Contractor shall, within 15 calendar days of receipt of the contract, sign and date the contract and return it together with an original copy of the Performance Guarantee to the Contracting Authority. The amount of the guarantee shall be 4% where the amount of the total contract value is between €10,000 and €500,000 exclusive of VAT.

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.a Without any prejudice to Article 14.1 a, b, c of 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 building 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.

Article 15: Performance Programme (Timetable)

15.1 The Contractor shall provide a detailed Programme of Works.

15.4 The Programme of Works shall be updated whenever required by the Supervisor, to be in line with the progress of the actual Works. The Programme of Works shall be accompanied by sufficient data and information. The Supervisor shall approve the Programme of Works within ten (10) working days from submission by the Contractor to the Supervisor. Should the Supervisor 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/Diagrams

17.1 The Contractor shall submit to the Supervisor for approval any drawings, documents, programme of works, technical literature, samples and /or models that the Supervisor may reasonably require for the performance of the contract within 5 working days from written request by the Supervisor 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 upon completion of the project and must do so within 50 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.

Article 18: Tender Prices

18.2 The contractor will ascertain that all the respective rates have included double handling, carting away and dumping fees

18.3 The Contractor shall be deemed to have taken into account in his tender price all works, material, fees and costs that are necessary to complete the project and to fully hand over in operational condition.

Article 19: Exceptional Risks

19.5 Further to the provisions of Article 19.5 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 contractor 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 a 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.

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 The Contractor is responsible to obtain necessary permits that may be required if the works impact of traffic.

Article 23: Cables and Conduits

23.3 The contractor shall be responsible for locating existing drains and services, and underground cables and pipes where applicable, for seeking instruction from the appropriate authorities as to how to deal with such services, and for carrying out any necessary work relating to deviations or protection, or any other works deemed necessary by the respective Utility or authority.

Article 25: Demolished Materials

25.1 Demolition material unless indicated otherwise in the bills of quantities and by the supervisor in charge, shall become the property of the Contractor and the carting away and dumping charges are at the expense of the Contractor.

25.4 Further to article 25.4 of the General conditions, the contractor shall also take care to dispose of the waste material fully at his expenses and in an environmentally friendly manner.

Article 26: Discoveries

26.2 Further to provisions of Article 26.2 of the General Conditions, the Contractor shall observe the provisions set out in the Cultural Heritage Act 2002 (CAP 445) at all times.

26.3 Further to the provisions of Article 26.3 of the General Conditions, any in filled fissures, caverns, reservoirs/cisterns, hollows, Quaternary deposits, or other features of geological, geomorphological, hydrological, palaeontological interest which are discovered must be reported immediately to the Superintendence of Cultural Heritage and to the Archaeological Monitor. The contractor shall halt the works and follow all instructions given by the Supervisor and Site Archaeologist to protect or to investigate further the discovery.

The Contractor shall co-ordinate and co-operate with the archaeologist appointed by the Contracting Authority with the Local Authorities at all times.

Article 28: Soil Studies

28.1 As per General Conditions of the Contract

Article 30: Patents and Licences

30.1 As per Article 30 of the General Conditions

Article 31: Commencement Date

31.1 The Commencement Date for this contract shall be 1 week from the Order to Start Works. The performance of the contract is to commence on 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.

No works however will be allowed to commence on site unless the Contractor has furnished the Contracting Authority with a certified true copy of the Insurance Policy together with all documentation related to Health and Safety and the performance guarantee. Delay in submitting the documentation following the elapse of the 1 month period from the last date of signature of the contract, will result in daily penalties of €50 a day up to a maximum 2% of the contract value.

Article 32: Period of Execution of Tasks

32.1 The period of performance of this contract shall be **26 weeks** from the Commencement indicated in the Order to Start Works.

The contractor will be expected to commit sufficient resources to carry out works on more than one area at the same time, to guarantee the on time completion of all the Works as specified in this tender.

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

34.1 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 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 15% 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 scaffolding or other elevation equipment is erected and close inspections can be carried out and/or interventions have commenced such as the repetition of cleaning interventions, the repetition of the application of materials, the consolidation, pinning, repair, stone replacement and re-pointing of areas of the stone fabric, mosaic and marble. Such works would be resulting from close inspection of works accessible only upon erection of scaffolding or exposed during the course of works.

35.9 The Contracting Authority will have the right to instruct additional works up to a maximum of 15% 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 other elevation equipment or exposed during the course of works. These inter alia include works evident only once the interventions have commenced such as the alternative cleaning interventions, the application of alternative treatment and utilization of other materials other than those envisaged in the tender specifications.

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 Contractor's representative (either the Construction/Project Manager or the Site Manager) and approved by the Supervisor, including at least the following information:

(a) weather conditions, interruptions of work owing to inclement weather, 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 dispatched, 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) detailed statements of all the quantitative and qualitative elements of the work done and the supplies delivered and used, capable of being checked on the site and relevant in calculating payments to be made to the Contractor.

(c) photographic records of the interventions as well as the state of the structures to be restored through this tender prior to the commencement of works. The photographs shall include records of any archaeological, historical, etc evidence discovered during the course of works; detailed

mapping of all interventions carried out. The interventions shall be carefully mapped out in conformity to approved standards and conventions as agreed with and approved by the Supervisor in charge on drawings provided by the Supervisor in charge as per convention detailed by the Architect and Civil Engineer in charge. This mapping shall be submitted to the Supervisor in digital format (Version ACAD 2009 or compliant) and 2 colour printed copies; copies of method statement reports, construction management plans and updated programmes of works as specified in this document and approved by the Supervisor.

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 supervisor, who shall add his comments, if necessary, and countersign it. One copy shall be kept by the supervisor for its own record.

Article 38: Origin

38.1 No derogation to the rules of origin is authorised.

Article 39: Quality of Works and Materials

39.2 All designs, components, materials, and restoration interventions/methodologies shall be submitted to the Supervisor 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 40: Inspection and Testing

40.2 As specified in the General Conditions.

Article 42: Ownership of Plants and Materials

42.2 All equipment, temporary works, plant and materials on site owned by the Contractor or by any company in which the Contractor has a controlling interest shall, for the duration of the execution of the works be:

a) Vested in the Contracting Authority.

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		
Pre-financing Payment	As per 44.1 of Special Conditions	20% of contract value
Interim Payments	As per measured works	75% of contract value
Retention Monies	As per payment schedule in Clause 45.2 of the Special Conditions	5% of contract value

43.3 As per General Conditions.

Article 44: Pre-financing

44.1 Pre-financing to the Contractor of 20% of the contract value shall be obligatory.

44.2 Pre-financing amounting to 20 % of the contract value shall be granted to the Contractor against the provision of a bank guarantee by Contractor in favour of the Contracting Authority of the equivalent amount.

44.3 Further to Article 44.3 of the General Conditions, the Contractor shall present to the Contracting Authority, within forty five (45) days of the signing of the contract, a bank guarantee of the amount equivalent to 20% of the contract value for the Contracting Authority to release the pre-financing payment of the same amount.

44.8 The pre-financing payment shall be repaid through percentage deductions in payment certificates as follows:

(a) Advance payment equivalent to 20% of the contract value:

▫ Deductions shall commence in the payment Certificate in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceeds 10% of the Accepted Contract Amount less Provisional Sums; and

▫ Deductions shall be made at the amortisation rate of 20% of the cumulative amount of each payment certificate (excluding advance payment and deductions and repayments for retention) in the currency and proportions of the advance payment, until such time as the advance payment has been repaid in full; and

▫ With every 25% of the pre-financing amount being amortised, the Contracting Authority shall authorize the relevant financial institution to release the equivalent 25% from the pre-financing guarantee granted in terms of Article 44.3 of these Special Conditions. Thus, the pre-financing guarantee shall decrease proportionately throughout execution of the 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 47: Measurement

47.2 The works shall be measured as detailed in the Bill of Quantities, and as specified in the appropriate clauses in the Technical Specifications – Section 4. The appointed contractor shall satisfy the Supervisor that the materials are such as specified or equivalent.

Article 48: Interim Payments

48.1 Interim Payments of sums due for the executed and provisionally accepted works shall be authorized by the Contracting Authority and payment will be issued by the Treasury Department within the Ministry of Finance paid against a valid invoice after works in accordance to quality and progress of works. The retention shall be released in accordance to Clause 45.2 of these special conditions. The Contractor shall submit his claim for progress payments to the Contracting Authority in writing. Such claims are to be supported by evaluation of the works executed and materials installed on site and show the value of the permanent works executed by him up to the end of the month. All claims shall be evaluated by the Contracting Authority in relation to the Bills of Quantities and Contract Rates and documentation produced by the Contractor and on the basis that such works have been executed in accordance with the Contract Documents and to the satisfaction of the Contracting Authority. Provided the Contracting Authority agrees with the statement, the relevant Payment Certificate will be issued.

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 if 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

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 supervisor 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 pending snags included in the relevant snag list are appropriately addressed by the Contractor and to the satisfaction of the Supervisor.

Article 58: Maintenance Obligations

58.6 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 remedial works performed during the guarantee period (until 24 months after completion of ALL works described in this contract) shall be carried out as specified in this document and approved by the Supervisor. The contractor shall be responsible for providing all suitable means, for obtaining all permissions, and making all the necessary arrangements with all authorities concerned to carry out all the remedial works at any height levels at no extra cost to the Contracting Authority.

Article 66: Dispute Settlement by Litigation

If no settlement is reached within 120 days of the start of the amicable dispute-settlement procedure, each Party may seek:

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.

Article 70: Further Additional Clauses

Not applicable.

SECTION 4 –SPECIFICATIONS/TERMS OF REFERENCE (Note 3)

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. SCOPE:
Furnish all labor, material, tools, equipment, transportation, services and any taxes (if applicable) required to complete the restoration of polychrome mosaic frame panel located on the pediment of the Parish Church of Mgarr dedicated to the Assumption of Mary.

2. PROCEDURE:

Phase 1 - Removal of the panel from the site of the mosaic:

- Verification of the state of conservation and accurate photographic documentation;
- Cleaning through the use of distilled water and surfactants for the elimination of incoherent deposits and the elimination of the presence of bio detergent saline sediments;
- Re-establishing the cohesion of the mosaic surface by means of an impregnation through the use of ethyl silicate by means of brushes and syringes;
- Securing in place the tesserae which are detaching pieces by bonding with a reversible material (tests are to be carried out to select the compatible material to be used);
- Execution of the relief decoration of the mosaic on a scale of 1:1 in contact using acetate sheets on which the outlines, border of the lacuane, edges, gaps and loose sections and any reference numbers will be reported;
- Facing of the mosaic with a first, thin layer of velatino and then one layer of a strong fabric layer by means of a glue with application of more fabric and further reinforcing along the cutting lines;
- Manual detachment intervention of the sections;
- Transfer of the sections on temporary supports;
- Packaging of the sections using a breathable material for each section and transport to an indoor location identified for the execution of the conservation and restoration work;
- Depletion of the mortar thickness of the back of the sections , consolidation through the use of an acrylic resin , grouting using a mortar compatible with the original (tests need to be carried out);

PHASE 2 – Relocation of the sections on permanent supports, including mounting:

- Cutting and shaping of the panels in alveolar (Aerolam), gluing of the panels with the insertion of glass fiber pins and epoxy resin, preparation of the panels by placing a layer of graniglia and epoxy resin to provide an improved adhesion to the bedding layer of the mortar, fixing on the back of the panels stainless steel brackets fastened with screws;
- Verification of the state of conservation of the support (assumed to be made of metal), intervening if possible on its conservation through the rehabilitation with passivating and mortar suitable, or in the case of deterioration, its total removal and replacement will be carried out, followed by the application of a new bedding layer compatible with the original mortar;
- Placement of mosaic sections on a new bedding;
- Removal of the fabric from the mosaic surface;
- Cleaning and removal of residual glue from tessere;

- Integration of the joints between the sections using the tessere which were carefully conserved during the preparation of the sections;
- Filling the gaps/joints with a suitable and compatible mortar with the original materials;
- Integration of the lacune with new tessere of an appropriate enamel color scheme and size
- Final photographic documentation
- Final report on methodology used in carrying out the restoration interventions in accordance with the Terms of Reference issued by the Superintendence of Cultural Heritage.

3. PREPARATION & INSTALLATION:

- All surfaces to receive glass mosaic tile shall be mechanically cleaned to remove surface oil and other substances caused by different elements.
- Exterior installations should have control joints not more than 4.5m. Control joints need to be approximately 5mm. They must, however, be continued through the tile and mortar setting bed and kept free of mortar and grout.
- These shall then be filled with an approved Thiokol based caulking compound, as close as possible to the colour of the grout.
- Grout all joints, after removal of the paper, leaving them completely and uniformly filled. At no time shall sand or any abrasive be used that will damage the natural sheen of the glass mosaic tile.

4. CLEANING

- All excess grout, glue and scum shall be removed from the face of the tile leaving the finished surface clean. If acid is used, care shall be taken so that it will not damage the colour of grout and/or mosaic.

5. MATERIALS

a) Glass mosaic tiles (tesserae) shall be of highest quality tiles of sizes and colours to match, form and complete the picture of Mary the Assumption with a joint to match existing.
b) The tessere shall be as perfect as it is possible to manufacture. The colours and shades shall be reasonably uniform. The exposed face of the tile shall be a smooth, even surface, uniform in texture without chips. Thickness and size of the tessere shall be equivalent to the existing tessere (those that are still in place).
c) Water used in the entire process must be free from any impurity that is injurious to the construction.
d) As an adhesive for the tessere the use of Mapei Adesilex P10 or equivalent is suggested. In any case, full specifications of adhesive to be used should be handed over to the Architect for approval.
e) Grout and Buttering Mix shall be a waterproof grout mix. Full details and specification should be forwarded to the Architect for approval.
f) Tessere shall be set by qualified and experienced restorers .
g) Experience in setting clay ceramic tiles only may not be deemed qualifications for setting glass mosaics tiles.
h) At no time shall the mortar setting bed be over 12mm thick.
i) Apply rod and float the mortar setting bed to uniform plumb surface, allowing room for tessere, to bring finished surface to required plane.
j) Tessere shall then be tamped firmly into place, true and even with the finished vertical surface line.

6 INSTALLATION OF THE TESSERE

The back buttering of the tessere is of great importance for several reasons:

(a) It locks the individual pieces into place so that they do not move independently after the mural is in place.
(b) It provides a 100 percent bond between tile and mortar bed.
(c) It removes any foreign substance such dirt or dust from the back of the tile

that could act as a bond breaker.

(d) Backbuttering also back-grouts the tile.

(e) Extreme care should be taken not to butter the glass too far in advance of setting the tessere. This depends upon the weather, consistency of the backbutter and the experience of the restorer.

Constant care must be taken to make sure the mural is level and plumb. If it begins to drift out of level, it is difficult or impossible to correct the mistake.

7. GROUTING

1. All cement and glue scum must be cleaned from the face of the tile prior to grouting.
2. Full detailed specification of the grouting should be forwarded to the Architect for approval prior to any grouting is carried out.
3. Acid should not be used on coloured grouts
4. Irregular colours of light and dark can be caused by not making all of the joints the same depth.

Method Statement

For the

Conservation and treatment

for the

Polychrome mosaic panel

located on the pediment of the

Parish Church of Mgarr

dedicated to the

Assumption of Mary.

CONTRACTOR

Restorer

CONTRACT SCOPE

Conservation and treatment for the Polychrome mosaic panel located on the pediment of the Parish Church of Mgarr dedicated to the Assumption of Mary.

LOCATION

Mgarr Parish Church

EMPLOYER

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

CONTRACT ADMINISTRATOR

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

Purpose of Statement

The purpose of this method statement is to identify the area of restoration works and communicate a clear understanding amongst all parties as to how we intend to carry out the works. It shall also confirm our understanding of responsibilities, with particular reference to methods of material handling, loading and transporting of materials with minimal inconvenience to the neighbouring owners and to the general public who would still be making use of the Church services.

The location of the intended restoration is at the front of the Mgarr Church and about 15m high. A scaffolding or other elevation equipment needs to be erected on the front of the Church. This should provide a suitable and safe access for the restorers and other workers to the upper levels and at the same time maintain three suitable, safe and wide openings for the general public to be able to attend to the Church services during the duration of the works.

During the course of the works, other lifting and transporting machinery may be needed. This should be discussed and co-ordinated with the Architect in charge of the project.

Responsibilities

The contractor will be responsible for:

1. Complying with the method statement for all works to be undertaken on site,
2. Revising the method statement as necessary, after a variation to the contract has been issued,
3. Ensuring that no work is started before receipt of the written approval of the method statement,
4. Distributing and making the method statement readily available for use by all personnel engaged on site.

Customer Property

The contractor shall exercise care with respect to customer's property while it is under its control or use.

The contractor should identify, verify, protect and safeguard the customer's property provided for use or incorporation into the product. If any customer property or part of it is lost, damaged or otherwise found to be unsuitable for use, this is reported to the customer and records maintained. The contractor should have a valid insurance policy covering customer property under their own responsibility.

Customer Communication

The contractor shall ensure effective communication with the customer in relation to:

a) Product and/or service information,
b) Enquiries, order handling, including amendments, and,
c) Customer feedback, including customer complaints.

Vehicles

Under no circumstance, the open piazza in front of the Church must not be used for the parking of vehicles. The presence of vehicles in this area is only allowed for the loading and/or unloading of material. All vehicles entering this area must be clean and free from leaking oils. In any case, an oil spill tray or impermeable material must be placed on the paving to protect it from any stains. Prior to the use of this area, the contractor must seek approval from the Customer.

General Cleanliness/Housekeeping

All loads of construction materials/debris should be disposed off immediately. Any left-over material should be fully covered with tarpaulins, in order to ensure that no material is splattered around the entire site. If necessary the surface of the "piazza" shall be washed and kept clean at all times. Suitable measures to minimise dust nuisance caused by the cleaning of the base materials shall be provided in accordance with MRA "Air Quality" guidance. Site lighting shall be designed, positioned and directed so as not to intrude unnecessarily on passing drivers, and so as not to direct light into any windows of properties adjacent to the site. However, it must be good enough to highlight the entrance and exit points to the Church.

All hazardous waste material (if any) will be disposed of in the correct manner. Upon completion of particular areas, the contractor shall ensure that the site is clean and tidy while all waste and materials arising from works shall be discarded.

Dust & Noise Suppression Measures

Best practicable means of preventing, reducing and minimising dust during the demolition phase will be adopted. On-site good practice procedures will be followed in order to mitigate noise, vibration and air pollution impacts under the Considerate Contractors Scheme. Measures currently planned to be adopted include:

- Use of scaffolding or other elevation equipment along the front of the Church to provide easy access to the workers and at the same time to assist in the screening of noise and dust generation from low–level sources.
- All plant and equipment shall be properly maintained, silenced where appropriate, and operated to prevent excessive noise and switched off when not in use and where practicable,
- Loading and unloading of vehicles, dismantling of site equipment such as scaffolding or other elevation equipment or moving equipment or materials around site will be conducted in such a manner as to minimise noise generation.
- Deviation from approved method statement to be permitted only with prior approval from the Customer and other relevant parties.
- Vehicles transporting materials capable of generating dust to and from site should be suitably sheeted on each journey to prevent release of materials and particulate matter.
- Burning of wastes or unwanted materials will not be permitted.

Preventive action

The contractor should determine any action(s) to eliminate the causes of potential non-conformities in order to prevent their occurrence.

The contractor shall:

a) determine potential non-conformities and their causes,
b) evaluate the need for action(s) to prevent occurrence of non-conformities,
c) determine and implements action(s) needed,
d) record the results of action(s) taken, and
e) review preventive action(s) taken.

Members of staff identifying or encountering a potential non-conformance shall raise it up with the Contract Administrator who shall initiate and follow up the actions leading to the prevention of the occurrence of the non-conformance.

Procedures

The complexity of the conservation and restoration of the polychrome mosaic panel, requires the co-ordination of a number of experienced professionals in the field of conservation and restoration of mosaics, mural paintings, and stone. The successful implementation of the project is dependent on the skills of those engaged to carry out the work on site and therefore experts are required for this work of such a valuable historical monument. The contractor needs to forward a list of all the

professionals that he intends to employ on the project including their curriculum vitae, experience and qualifications on the subject.

1. The main aim of the group should be to collaborate and interact with all the professionals involved in the restoration project, knowing that only a perfect synergy can help to achieve an overall excellent result.
2. The central aim of the project will be the consistent return of the mosaic panel as a whole.
3. The contractor needs to verify the exact dimensions/area of the panel to be restored prior to submission of the tender as additional payment request related to size/dimensions/area will not be accepted.
4. The contractor is expected to visit the site prior to tendering for this project.
5. Full detailed specifications of all the materials to be employed on site, including the glue, grouting, steel base and/or repair need to be submitted and approved by the Architect prior to their application.
6. The work shall be guaranteed for a period of 15 years starting from the official handing over and acceptance certificate by the Architect.

The restoration will be expected to flow in accordance with the following procedure:

PHASE 1 - Removal of the panel from the site of the mosaic:

- Verification of the state of conservation and accurate photographic documentation;
- Cleaning through the use of distilled water and surfactants for the elimination of incoherent deposits and the elimination of the presence of bio detergent saline sediments;
- Re-establishing the cohesion of the mosaic surface by means of an impregnation through the use of ethyl silicate by means of brushes and syringes;
- Securing in place the tesserae which are detaching pieces by bonding with a reversible material (test are to be carried out to select the compatible material to be used);
- Execution of the relief decoration of the mosaic on a scale of 1:1 in contact using acetate sheets on which the outlines, border of the lacuane, edges, gaps and loose sections and any reference numbers will be reported;
- Facing of the mosaic with a first layer thin layer of velatino and then one layer of a strong fabric layer by means of a glue with application of more fabric and further reinforcing along the cutting lines;
- Manual detachment intervention of the sections;
- Transfer of the sections on temporary supports;
- Packaging of the sections using a breathable material for each section and transport to an indoor location identified for the execution of the conservation and restoration work ;
- Depletion of the mortar thickness of the back of the sections , consolidation through the use of an acrylic resin , grouting using a mortar compatible with the original (tests need to be carried out);

PHASE 2 – Relocation of the sections on permanent supports, including mounting:

- Cutting and shaping of the panels in alveolar (Aerolam), gluing of the panels with the insertion of glass fiber pins and epoxy resin, preparation of the panels by placing a layer of graniglia and epoxy resin to provide an improved adhesion to the bedding layer of the mortar, fixing on the back of the panels stainless steel brackets fastened with screws;
- Verification of the state of conservation of the support (assumed to be made of metal), intervening if possible on its conservation through the rehabilitation with passivating and mortar suitable, or in the case of deterioration, its total removal and replacement will be

carried out, followed by the application of a new bedding layer compatible with the original mortar;
- Placement of mosaic sections on a new bedding;
- Removal of the fabric from the mosaic surface;
- Cleaning and removal of residual glue from tessere;
- Integration of the joints between the sections using the tessere which were carefully conserved during the preparation of the sections;
- Filling the gaps/joints with a suitable and compatible mortar with the original materials;
- Integration of the lacune with new tessere of an appropriate enamel color scheme and size
- Final photographic documentation
- Final report on methodology used in carrying out the restoration interventions in accordance with the Terms of Reference issued by the Superintendence of Cultural Heritage.

Site Security

The site will actually be located at approximately 15m above the ground. The platform at this level should be appropriately covered to prevent anything from falling down to the ground. Works will not be permitted on Sundays and/or during Church services. Scaffolding on the ground should be clearly marked and anything protruding should be covered to avoid injury to the public and to the worker.

Health and Safety Plan

A Health and Safety plan will be drawn up in accordance with the Occupational Health and Safety Authority Act (Act XXVII of 2000) and all regulation issued under it, with particular attention given to the General Provision for Health and Safety Regulation (L.N. 36 of 2003) and minimum Healthy and Safety Requirements for Construction Sites (L.N. 281 of 2004) and L.N. 295 of 2007 (Environmental management Construction Site Regulations).

The plan will address problems related to Health and Safety Principles, hazards, risks and control measures, constant monitoring, audit and review addressing issues of safe handling, storage and disposal of materials brought to site. All personnel on site will familiarise themselves with safety policies and procedures which effect themselves and others working on site.

The plan will also address measures to control and minimise noise and vibration produced by plant and machinery, and will ensure that all heavy plant, especially cranes, brought on site, are in a safe operating condition, used in accordance with all safety requirements, and are certified by an independent warranted mechanical engineer.

On site management of health and safety requirements will lie within the remit of the contractor's works manager who will ensure that all his men are made aware of the site requirements. All mandatory standards of Health and Safety Legislation issued under Maltese Law and the Code of Practice for the Construction Industry shall apply. Works entailing certain risks like potential falls from heights and use of electricity will be talked in the plan.

High risk operations, fire prevention, detection and fire escape measures will be co- ordinated by the Project Supervisor, who will prepare a fire and safety plan as necessary.

Welfare and first aid facilities will have to be provided on site by the contractors who will co-operate with the project supervisor for the carrying out of regular inspection to ensure that such facilities are made available to the workers.

Personal Protective Equipment will be worn at all times according to the tasks in hand. Reference is being made to helmets, safety shoes, goggles, face shields and screens, respirators and breathing apparatus, ear protectors, gloves, reflective clothing and safety harnesses.

Signs and signage on site will be in accordance with local legislation (L.N.45 of 2002, Provision of Health and/or Safety Signs Regulations).

The contractors should comply with all the local OHSA requirements. The contractor's personnel present on site should be given general Health and Safety training, including Legal Requirements, Use of Scaffolding or other elevation equipment, as well as on-the-job training in the use of hand-held power tools and other equipment. This ensures that any personnel attending site will be conversant with basic Health and Safety knowledge and will have any knowledge of proper lifting skills, therefore reducing risks to their personal health as well as that of others.

All the contractor personnel will comply with any Health & Safety Conditions that may be in operation on the site under consideration, subject to receiving briefing, or obtaining subsequent information, prior to commencement of their work on the site. They will make themselves aware of escape routes and fire procedures through a series of toolbox meetings aimed at explaining and discussing the enhancement of health and safety on site.

The contractor should ensure that:

- work is carried out in a safe and conscientious manner, ensuring that there is no risk or hazard to themselves or other personnel and will advise the relevant appointed personnel on site, of any dangers or hazards they may observe whilst carrying out their work.
- there is safe access to the working platform.
- they comply with any smoking regulations on site.
- waste is disposed of in the proper allocated receptacles provided.
- that every electric cable and leads as well as oxy-acetylene pipes (if any) that they use is protected from damage by adequate sheathing and protection. They will also ensure that the cables and pipes are positioned and routed around the site in such a way that they will not be a hazard to others.
- connections to systems carried out during installation work will be undertaken only by adequately trained persons using only suitable connectors and plugs.
- their work is fully tested after completion.
- they will use the installed system of indicating whenever they access and leave the site.

Site set up for welfare facilities

Toilet facilities: The contractor's personnel may use the public convenience if needed which located near the site.

Contractor's All Risks Insurance

The contractor must provide an insurance policy in accordance with Article 14 of the Special Conditions of the Contract. The Contractor will take out a Contractor's All Risks Insurance Policy in the joint names of the Mgarr Parish Priest (Employer) and the Contractor to cover the following risks:

- The Employers risks (war, hostilities whether war be declared or not), invasion, act of foreign enemies,
- Death or injury to any person
- Loss of or damage to any property

Which may arise out of or in consequence of the execution and Completion of the Restoration Works and the remedying of any defects therein and against all claims, proceedings, damages costs, charges and expenses whatsoever in respect thereof or in relation there to.

The contractor and/or subcontractors will also be bound to provide evidence of their Employers Liability Insurance which covers damages to their employees in case of injury or death of their workmen in their direct employment. The contractor shall insure against such liability and shall continue such insurance during the whole of the time that any persons are employed by them on the Works.

Contractor's Obligations in relation to environmental aspects

All reasonable steps will be taken to protect the environment on and off the site and to avoid nuisance to persons or to public or private property resulting from pollution, noise, dust, vibration etc or other causes arising as a consequence of the demolition process. Heavy goods, vehicle movements will be kept to a minimum as described above. Dust and noise suppression measures will be taken as explained before.

The site itself should be kept clean and organised in an orderly manner at all times to improve the local environment in which workers are expected to operate.

Reinstatement

On completion of the restoration, any damage will be reinstated to its original condition prior to the commencement for the restoration works.

Working hours

The construction works will be undertaken during the following working hours, between 7.00 a.m. to 6.00 p.m. Monday to Friday, and between 7.00 a.m. to 3.30 p.m. on Saturday. The contract administrator will be informed if additional hours are required during the normal working days. No works will be allowed on Sundays or during Church Services.

Temporary connections

It is envisaged that a single phase power supply will be required from the existing facilities. The Contracting Authority will provide access to the electricity supply and the Contractor will have to refund the Contracting Authority for electricity consumption. In addition any temporary electrical cabling that may be required and the connection itself, shall be installed at the Contractor's expense who must engage a qualified electrical operative. The contractor shall be fully responsible for such a connection

Water supply may also be required during the works. The Contracting Authority will provision access to water supply and the Contractor will have to refund the Contracting Authority for the water Consumption.

Preventive action

The contractor should determine action(s) to eliminate the causes of potential nonconformities in order to prevent their occurrence.

The contractor should:

a) determines potential nonconformities and their causes,
b) evaluates the need for action(s) to prevent occurrence of nonconformities,
c) determines and implements action(s) needed,
d) records the results of action(s) taken, and
e) reviews preventive action(s) taken.

Members of staff identifying or encountering a potential non-conformance shall raise it up with the Supervisor engaged by the Contracting Authority who shall initiate and follow up the actions leading to the prevention of the occurrence of the non-conformance.

Labour force

It is anticipated that a minimum of two to six operatives will work on site at any one time. These shall include skilled and experienced workers, restorers, drivers and general labourers. The ratio of the trades present shall vary according to the works being carried out. The contractor will have qualified supervision throughout the execution of the project.

Portable tools

Appropriate tools will be used according to the works to be carried out. Tools used will

be in a correct and safe working order.

Working at heights

Suitable protection for workmen (harnesses, hard hats, railings, safety ladders) will be provided throughout.

Signs and notices

The Contractor will set up signs as appropriate to advise both operatives and client's workforce, where the site is, any particular trip hazards, etc. Signs and notices will be in accordance with usual Site Safety Conditions. Furthermore the Contractor will be responsible to print and erect the obligatory EU publicity board on site measuring 3000mx2000m. The artwork will be provided by the Contracting Authority. The Contractor will be responsible to ensure that the Board and signage is maintained in good order throughout the implementation of the project.

SECTION 5 – SUPPLEMENTARY DOCUMENTATION

5.1 – Draft Contract Form

5.2 – Glossary

5.3 – Specimen Performance Guarantee

5.4 – Specimen Prefinancing Guarantee

5.5- Specimen Retention Guarantee

5.6 - 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.