FONDAZZJONI GHALL-
PATRIMONJU KULTURALI
TAL-ARĊIDJOĊESI TA' MALTA

REFERENCE NUMBER: **PA.0103/35**

TENDER FOR THE CONSERVATION-RESTORATION OF SEVEN PAINTINGS LOCATED WITHIN THE ORATORY OF THE IMMACULATE CONCEPTION AT THE CHURCH OF THE JESUITS, VALLETTA

Date Published:	**19th April 2022**	
Deadline for Submission:	**19th May 2022**	**At 9.30am (CEST)**
Tender Opening:	**23rd May 2022**	**At 10.30am (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

Table of Contents

Table of Contents 2
SECTION 1 – INSTRUCTIONS TO TENDERERS 4
1. General Instructions 4
2. Timetable 5
3. Lots 6
6. Clarification Meeting/Site Visit/Workshop 6
7. Selection and Award Requirements 6
9. Criteria for Award 9
SECTION 2 – EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS 10
SECTION 3 – SPECIAL CONDITIONS 12
Article 2: Notices and Written Communications 12
Article 5: Supply of Information 12
Article 6: Assistance with Local Regulations 12
Article 7: Obligations of the Contractor 12
Article 13: Medical, Insurance and Security Arrangements 13
Article 14: Intellectual and Industrial Property Rights 14
Article 15: Scope of the Services 14
Article 16: Personnel and Equipment 14
Article 18: Execution of the Contract 14
Article 19: Delays in Execution 15
Article 20: Amendment of the Contract 15
Article 24: Interim and Final Progress Reports 15
Article 26: Payments and Interest on Late Payment 15
Article 27: Pre-Financing Guarantee 16
Article 39: Further Additional Clauses 16
SECTION 4 – TERMS OF REFERENCE (Note 3) 18
4.1 – General 18
4.2 - Specific Activities 19
4.3 - Project Management 22
5. Logistics and Timing 23
5.1 – Location 23
5.2 - Commencement Date & Period of Execution 23
6. Requirements 23
6.1 – Personnel 23
6.2 – Accommodation 24
6.3 - Facilities to be provided by the Consultant 24

6.4 – Equipment 25
7. Reports 25
7.1 - Reporting Requirements 25
7.2 - Submission & approval of progress and final reports 25
SECTION 5 – SUPPLEMENTARY DOCUMENTATION 26
5.1 – Draft Contract Form 26
5.2 – Glossary 26
5.3 – Specimen Performance Guarantee 26
5.4 – Specimen Tender Guarantee 26
5.4 – General Conditions of Contract 26

~~~~~~~~~~~~~~~~
~~~~~~~~~~~~~~~~

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 Rules Governing Tenders for NGOs Version 1.0.

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 (soft copies of the tender offers submitted on CD are strictly not acceptable). Furthermore in the soft copy of the tender offer, Tenderers must submit the Bill of Quantities duly filled in in excel format apart from a scanned copy of the filled in Bill of Quantities. It is important that the full tender bid package is provided in soft copy given that due to Covid 19 pandemic, utilisation of the soft copy will be highly required throughout the evaluation process. Tender reference number and tender title must be clearly indicated on the sealed bid. Prospective tenderers 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-Restoration Works of seven (7) paintings at the Oratory of the Immaculate Conception within the Church of the Jesuits, Valletta, Malta.

- Depiction and measurements of the seven artworks:

1) The Immaculate Conception (2.16 by 2.97 meters);
2) The Birth of Our Lady (2.86 by 1.99 meters);
3) The Presentation of Our Lady in the Temple (1.98 by 2.87 meters);
4) The Annunciation (2.86 by 2.01 meters);
5) The Visitation of Our Lady to St Elisabeth (2.86 by 2.00 meters);
6) The Presentation of Our Lord (Circumcision) (2.86 by 1.99 meters);
7) The Assumption of Our Lady (2.86 by 2.00 meters).

All paintings were painted during the 17th century by Filippo Dingli and Stefano Erardi that consist of large-format canvas paintings.

1.3 The place of acceptance of the services shall be the Church of the Jesuits, Valletta the time-limits for the execution of the contract shall be of fifty two (52) weeks, and the INCOTERM2010 applicable shall be **Delivery Duty Paid (DDP).**

1.4 The Estimated Procurement Value for this Call for Tenders has been based on comprehensive research including appropriate financial analysis. In the context of this procurement, the Estimated Procurement Value, based on market research, is that of €107,000 excluding VAT.

The purpose of this value shall be the guidance of prospective bidders when submitting their offer and is not to be considered as a binding capping price.

Therefore, the published Estimated Procurement Value is not restrictive and final on the Contracting Authority. Economic Operators are free to submit financial offers above or below the Estimated Procurement Value. However, the Contracting Authority reserves the right to accept or reject Financial Offers exceeding the Estimated Procurement Value.

1.5 This is a unit-price/bill of quantities contract.

1.6 This call for tenders is being issued under an open procedure.

1.7 The beneficiary of this tender is Fondazzjoni ghall-Patrimonju Kulturali ta' l-Arcidiocesi ta' Malta.

1.8 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***	05/05/2022	17.00CEST
Last date on which additional information can be issued by the NGO	12/05/2020	20.00 CEST
Deadline for submission of tenders (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering for NGOs).	19/05/2020	09.30 CEST
Tender Opening Due to the Covid-19 Pandemic tender opening session will take place 23/05/2022 and general public will not be allowed to attend physically. Tenderers are to leave their email address when submitting the tender and a TEAMS invitation will be sent to the bidders to connect should they wish to witness the tender opening session.	23/05/2020	10.30 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 ghall-Patrimonju Kulturali ta' l-Arcidiocesi ta' Malta.

6. Clarification Meeting/Site Visit/Workshop

6.1 No clarification meeting/site visit is planned.

Meetings between economic operators and the NGO, other than that provided in this clause during the tendering period are not permitted.

7. Selection and Award Requirements

In order to be considered eligible for the award of the contract, economic operators must provide evidence that they meet or exceed certain minimum criteria described hereunder.

(A) Eligibility Criteria

(i) No Bid Bond is required. (Note 1)

(ii) Declare agreement, conformity and compliance with the General Rules Governing Tenders for NGOs . (Note 2A)

(iii) 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. (Note 2A)

(iv) Power of Attorney (if applicable) (Note 2A)

(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* (Note 2A)

(C) Technical Specifications

Tenderer's Technical Offer in response to specifications. (Note 3)

The Technical Offer shall constitute the following:

1. **KEY EXPERTS:** (Note 2A)

   Conservator-restorer in possession of: (1) a Maltese warrant (or a Maltese temporary warrant) specialised in the treatment of canvas paintings; and (2) at least MQF Level 6 in the Conservation and Restoration of Canvas Paintings. He/she will be responsible for the works - to oversee and co-ordinate the works with the supervisor of the Contracting Authority in charge of the project. He/ she shall act as a single point contact for the duration of works. This Key Expert must sign the Statement of Exclusivity Declaration together with a copy of the CV and documentation that provides evidence of the level of the qualification of the proposed Key Expert.

2. **ORGANISATION & METHODOLOGY:** (Note 3)

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

STRATEGY

- Treatment proposal for each painting, by mentioning the name of every artwork followed by a concise list of treatments and materials that are most likely to be considered for it;
- Proposal and justification of scientific investigations.

3. **TIMETABLE OF ACTIVITIES:** (Note 3)

   a. A Gantt Chart Of a Programme Of Works of not more than 52 weeks 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

Specific Activities. Once the contract is awarded, the Programme of Works may be revised together with the Contracting Authority in relation to the sequence of the works of art to be restored to ensure that the restoration-conservation works on specific paintings do not disrupt the Church calendar functions.

4. MATERIALS USED

a. Confirmation that the materials to be used comply with the Terms of Reference of Section 4 of the Tender.

(i) **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)

(ii) 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. Not applicable for this tender. (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 Financial Bid Form, and is to be calculated on the basis of **Delivered Duty Paid (DDP)[2020] (Grand Total)** for the services 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 <u>only</u> 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 judgement for a later period.

(h) The secretary of the board shall keep a record of the grounds of each adjournment and of everything done in each sitting;

(i) After evaluating all the evidence and after considering all submissions put forward by the parties, the Review Board shall decide whether to accede or reject the appeal.

SECTION 3 – SPECIAL CONDITIONS

These conditions amplify and supplement, if necessary, the General Conditions governing the contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. Other Special Conditions should be indicated afterwards.

For the purposes of contracts issued by NGOs, the term 'approval from the Central Government Authority' shall be substituted by the term 'approval by the Head responsible for that NGO'; Furthermore, any references to the Contracting Authority throughout the General Conditions shall be deemed to be referring to the NGO responsible for that procurement.

Article 2: Notices and Written Communications

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

The Contracting Authority shall appoint a single point contact to act as Project Leader.

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

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

Article 5: Supply of Information

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

Article 6: Assistance with Local Regulations

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

Article 7: Obligations of the Contractor

7.8 The Contractor shall, within 15 calendar days of receipt of the contract, sign and date the contract and return it together with a copy of the Performance Guarantee. The Contractor is further obliged to forward the original performance guarantee to the NGO. The NGO will not affect any payment to the contractor until the performance guarantee

is submitted. The amount of the guarantee shall be 4% where the amount of the total contract value is between €10,000 and €500,000 ex VAT, and 10% where the amount of the total contract value is €500,001 or above.

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

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

Article 13: Medical, Insurance and Security Arrangements

13.3 Without any prejudice to the provisions of Article 13.3a, b & c the General Conditions, the contractor is required to insure for the whole duration of the contract against risk of damage to the historic fabric of the artistic works being restored through this contract for the amount of €235,000 per accident for each one of the seven paintings (7 paintings in total), with the number of occurrences unlimited.

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

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

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

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

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

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

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

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

Article 14: Intellectual and Industrial Property Rights

14 Further to the provisions of Article 14 of the General Conditions to the Contract 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 representation, including photographs, models 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 Au

Article 15: Scope of the Services

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

Article 16: Personnel and Equipment

16.3 As per General Conditions and as specified in the technical specifications in Section 4 of this tender.

Article 18: Execution of the Contract

18.1 The period of performance of this contract shall be fifty two (52) weeks) from the Commencement indicated in the Order to Start Works. The Commencement Date for this contract shall be 1 week from the Order to Start Works. The order to start works will not be issued later than one (1) month from the last date of signature shown on contract.

No works however will be allowed to commence unless the Contractor has furnished the Contracting Authority with a certified true copy of the Insurance Policy together with the performance guarantee. Delay in submitting the documentation following the elapse of four week 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.

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

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

Article 19: Delays in Execution

19.2 Any delay in performance from the approved programme of works for this contract, will be charged 0.2% 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. The Contracting Authority reserves its right to recover financial compensation from the original contractor for costs incurred for the engagement of a third party contractor and completion of the works by said third party contractor.

Article 20: Amendment of the Contract

20.5 The repetition of services shall be capped at 15% of the original contract value.

20.6 Additional services (i.e. new services not included in the original tender) shall be capped at 15% of the original contract value.

Article 24: Interim and Final Progress Reports

24.1 Further to the provisions of the General Conditions, the Contractor must submit an inception report for each painting within four (4) weeks from the order to start works. The inception report will be reviewed by the Contracting Authority and the Contractor will undertake any revisions that the Contracting Authority deems necessary. Furthermore the Contractor must submit a report after completion of the conservation and restoration works on each painting listed in this contract. The report on each painting must contain all information on the work carried out on each painting as described in the Terms of Reference

Article 26: Payments and Interest on Late Payment

26.1 This is a fee-based contract.

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

The payments will be made according to the following schedule, subject to the provisions of Articles 26 to 31 of the General Conditions:

Month	Narrative	Percentage (%)
	Inception Report Payment	20% of the contract value against submission of an inception report for each painting and following

		approval by the Contracting Authority.
	Interim Payments	75% of the contract value. Each interim payment to be issued following completion of works on the respective painting and following submission of each completion report for each painting as specified in the Terms of Reference
	Balance	5% retention money to be released against submission of an equivalent retention guarantee
TOTAL		**100%**

26.2 As per General Conditions.

Article 27: Pre-Financing Guarantee

27.2 N/A

Article 39: Further Additional Clauses

39.1 The sum of money retained from the interim payments shall be of 5%. This sum shall be paid upon submission of an equivalent retention bank guarantee (issued in the form provided in this tender document) by the Contractor to the Contracting Authority prior to issuing the Provisional Acceptance Certificate. The retention guarantee must be submitted by the Contractor within three weeks from the request from the Contracting Authority. Delays in submitting the said retention guarantee will result in a daily penalty of 0.1% of the contract value until the said guarantee is submitted by the Contractor. The bank guarantee will be released upon issuing of the final acceptance of the services provided which takes place 24 months from issuing of the Provisional Acceptance Certificate. The said retention guarantee shall be released only after the conditions requested under Article 39.3 of the Special Conditions to the Contract, are satisfied. The retention guarantee will be released within 45 days from when the Final Acceptance Certificate is issued.

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

39.3 The contractor shall guarantee that works carried out on the paintings as specified in this tender document are adequately maintained for a period of 24 months from issuing of the

Provisional Acceptance Certificate. The Contractor shall be responsible for remedying, at his expense, defects and damages during this period as specified in the General Conditions.

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

39.4 The final report for the respective painting must be submitted within two weeks from completion of the works on the respective painting, to be reviewed and approved by the Supervisor appointed by the Contracting Authority. Failure to submit the final report within this timeframe will result in a penalty of €500 per day until submission of the draft final report for the respective painting.

SECTION 4 – TERMS OF REFERENCE (Note 3)

4.1 – General

4.1.1 Project Description

Conservation-restoration works will be carried out on seven large-format canvas paintings, painted during the 17th century. The artworks depict: (1) The Immaculate Conception; (2) The Birth of Our Lady; (3) The Presentation of Our Lady in the Temple; (4) The Annunciation; (5) The Visitation of Our Lady to St Elisabeth; (6) The Presentation of Our Lord (The Circumcision); and (7) The Assumption of Our Lady. All paintings are currently displayed inside the Oratory of the Immaculate Conception within the Church of the Jesuits in Valletta, Malta.

History

The artefacts earmarked for this conservation-restoration project were executed during the seventeenth century that, based on stylistic ground, can be attributed to a collaborative work by Stefano Erardi and Filippo Dingli, two important Maltese artists. The artworks were commissioned specifically for the Oratory of the Immaculate Conception within the Church of the Jesuits in Valletta, Malta.

All artworks underwent past treatments to address damages and deterioration. Apart from restoration and conservation treatment, the painting titled "The Presentation of Our Lady in the Temple" was also cut to accommodate a wooden pulpit.

General current state of the paintings

The paintings are significantly soiled and their varnish has yellowed and darkened. The original paint has cracked and detachments was detected on several paintings. Both old and more recent paint losses were also observed. Retouching applied during past treatments have also discoloured and darkened. Such alteration also occurred to the over-paint (non-original paint covering the original). Additional past damages include punctures and tears. The adhesion of non-original textile to the reverse side of paintings during past treatments - such as lining and patches - are presenting further problems that include local deformations of the original paint and canvas support. Several auxiliary frames - both strainer and stretcher frames - are still functional, although several manifest weakening and inadequate past interventions. A significant portion of the painting titled "The Presentation of Our Lady in the Temple" is missing. The latter, caused by a past intervention, has weakened the strainer frame and permitted the canvas painting to deform after losing its tautness.

Prior to initiating the conservation-restoration intervention of the paintings and their respective decorative frames, an in-depth condition assessment report including scientific analysis and detailed photographic documentation is required. This is to be followed by a detailed Preliminary Treatment Proposal that clearly mentions and justifies the treatment methodology intended for these artworks. The proposal shall mention: the specific conservation and restoration materials; clear description of each treatment; and a risk assessment.

An overall review of the current condition of the paintings and their decorative frames follows:

4.1.2 Geographical Area to be covered

The paintings are located in the Oratory of the Immaculate Conception within the Church of the Jesuits in Valletta, Malta.

4.1.3 Target Groups

Target groups are conservators-restorers that are in possession of: (1) a Maltese warrant specialised in the treatment of canvas paintings; and (2) at least MQF Level 6 in the Conservation and Restoration of Canvas Paintings.

4.2 - Specific Activities

The warranted and qualified conservator-restorer carrying out the works related to this contract is responsible for the preparation of all scientific analysis, documentation, specifications and photographic images compiled in an Inception Report for each painting.

The detailed inception report is to include: a historical background; results obtained through scientific analysis; the manufacturing technique; an in-depth condition assessment for each artefact; treatment proposals (indicating the materials to be used – such as consolidants, solvents, etc); and related documentation and photographic documentation for the eight paintings. Such report will have the necessary EU publicity requirements which will be communicated to the Contractor by the Contracting Authority. This report must be approved prior starting conservation and restoration treatment by the Representative appointed by the Contracting Authority who will be 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 representative.

Once the conservation-restoration works are finalised, the conservator-restorer is to compile a final report for each painting. The reports shall explain and justify the entire conservation and restoration process, including the materials used. The documents have to present recommendations on the preventive conservations measures and monitoring guidelines to safeguard the artefacts after treatment. Such report will have the necessary EU publicity requirements which will be communicated to the Contractor by the Contracting Authority.

The sequence of how all the paintings for this contract are to be worked upon and completed is to be instructed by the Contracting Authority in order to ensure compliance with the Church calendar function requirements. The Contractor is to strictly follow this sequence provided that the completion period for this contract of a maximum of 52 weeks from contract commencement, is respected. A **Programme of Works** is to be provided indicating how the different tasks will be carried out keeping in mind the total duration of a maximum of 52 weeks from commencement of the contract as specified in Article 1.3 of the ITT and Article 18.1 of the Special Conditions.

Method statement

The state of conservation report for the Oratory's paintings is provided in the annex of this tender document.

The conservation-restoration of these artefacts will not be carried out within the Church of the Jesuits but will be treated inside a conservation and restoration laboratory/studio equipped with the necessary equipment and facilities. Therefore, in order to decrease further damage during dismantling and transportation, on-site precautions, such as facing, may be considered. Small scaffolding may be utilised to facilitate handling and reduce damaging risks whilst bringing down the paintings. The paintings need to be packed, handled with care, and transported in a vertical position inside a close vehicle. The sequence of how the paintings will be worked upon and completed will be instructed by the Contracting Authority and carried out within the specified maximum period of 52 weeks from contract commencement.

Prior commencing treatment, the contractor has to provide the project representative with a detailed preliminary report. This report shall include a condition assessment and treatment

proposal for approval by the project representative. The contractor cannot commence conservation and restoration treatment before receiving approval (in writing) by the project representative. It is necessary to compile a preliminary report for each artwork. The said report shall include professional documentation in diffused light, raking light, ultraviolet fluorescence, and ideally near-infrared or false-colour infra-red. Treatment proposals shall clearly specify all the materials and techniques intended for each treatment. The report should ideally be based on preliminary investigations and findings from scientific analysis. Scientific analysis – such as stratigraphy of the paint layers; identification of the paintings' constituent materials; identification of non-original materials; and the analysis of degradation processes – are encouraged and could be requested by the project representative. Such analysis is intended to better understand the artwork and its alterations, as well in order to better plan the treatment methodology.

If active insect infestation is detected, the artworks need to be treated by anoxia for at least one-month duration. Moreover, the contractor is expected to inspect the artwork's displaying location within the church for signs of biodeteriogens. All the necessary measures should be considered by the contractor in order to ensure that the artwork will not be re-subjected to biodeteration after treatment.

Following approval from the project representative, the contractor shall start by cleaning the surface of artworks to remove soiling, avoiding commercial cleaning products. Eventually, the contractor must conduct small but representative preliminary tests on each artwork to remove yellowed varnish and non-original paint. The contractor shall only make use of materials and methods that have been tested and approved in conservation literature by authoritative authors and institutions. Materials and methods have to be tailor-made by the contractor for each artwork. Commercial, ready-made cleaning products containing undeclared materials shall be avoided at all costs due to the product's unknown properties, residues and long-term impact to the artworks' state of conservation.

The said cleaning tests and their findings have to be demonstrated to the project representative for approval before continuing treatment. Whenever the contractor observes the necessity of altering the choice of materials and treatment methodology, the contractor must clearly inform the project representative and seek his/her approval (in writing) for every single amendment. The project representative deserves the right of halting and revising the project upon noting the use of undeclared and/or unapproved materials and treatments.

All the proposed materials used during intervention shall be approved by the project representative as it is necessary to ensure that all the proposed materials are use for conservation and restoration treatment: stability (durability); reversibility; compatibility with the original paintings' constituent materials; re-treatability; and shall not pose new deterioration risks or increase the paintings' rate of deterioration.

Tests to establish the most appropriate treatment and materials for the delining and/or removal of patches and adhesive of every artwork shall be discussed and approved by the project representative. The use of excessive water and physical abrasion shall be avoided not to cause permanent damage to the artworks.

Canvas deformations have to be reduced with the controlled application of moisture, pressure and/or heat. The same applies for paint deformations. These treatments have to be executed with great care and moderation not to risk losing the original brushwork texture of the original.

Partly detached paint shall be re-adhered (back to its original location) to the canvas support using stable and reversible adhesive(s) approved for conservation use. The application of additional adhesive or consolidants from the painting's reverse side should be avoided if possible as its reversibility will be compromised once absorbed by the original canvas support.

Where applicable, local or general facing - using acid-free Japanese paper adhered with a conservation-grade material - can be considered to temporarily protect the paint layer during treatment. Facing is considered when the original paint layer is at risk of damage during treatment.

Canvas lacunae must be inlayed using 100% linen canvas that fits precisely within the loss and its weave orientation should match with the original. Paint lacunae shall be only filled with an inert (consisting of either calcium carbonate or hydrated gypsum) and bound with gelatine. Commercial ready-made fillers shall be avoided due to their: undeclared constituent materials; unknown chemical and physical stability; and unknown reversibility and re-treatability.

Minute canvas losses - such as those caused by past insect infestations - can be filled using known materials that are approved for conservation.

Lining (or re-lining) can be carried out only for the paintings that have extensive tears, reoccurring local deformations, and highly degraded (fragile) canvas support. The lining canvas shall consist either of 100% linen or 100% polyester that is specifically manufactured and supplied for the lining of paintings. The lining adhesive should be approved for conservation. Moreover, the adhesive shall be easily reversed without posing risks to the artwork. It should be ensured that the lining canvas is sufficiently and evenly adhered to the original support without manifesting deformations.

If, after delining, it is observed that the original canvas support is still flexible and still capable of keeping the painting taut, re-lining should be avoided due to reversibility and possible long-term impact to the paintings' state of conservation. Tears and punctures can be re-adhered with local application of adhesive, tread-by-tread treatment, and/or patches. Patches shall be carried out using the thinnest and most stable material possible that could keep the tears from re-opening whilst keeping the painting taut. In addition, when avoiding lining (or re-lining), the paintings should be strip-lined using linen canvas. The perimeter of both patches and strip-lining canvas shall be frayed to limit future local deformations to the artwork.

The preservation or replacement of the paintings' auxiliary frames shall be discussed with the project's representative. Every effort shall be considered to preserve original auxiliary frames. The joinery of original strainer frames can be reinforced and additional crossbars could be considered. Bevelled wooden strips can be added along the frame's outer margin to limit further strainer marks to the painting. If, however, it is observed that an original auxiliary frame needs to be replaced, it is important to manufacture a new stretcher frame that can retain the painting taut and free from deformations. Newly-manufactured frames need to be manufactured using only Tulip Wood featuring bevelled members, sufficient crossbars, and stainless-steel expandable bolts.

The paintings that are mounted on non-original stretcher frames can either be repaired, although in most cases they necessitate their replacement with newly-manufactured frames featuring the above-mentioned specifications.

Retouching need to be carried out following conservation ethics. Every paint lacunae shall be retouched by matching the hues and tonalities of the original, whilst permitting viewers to identify the retouched area from a close inspection. The latter can be achieved either by retouching paint losses with extremely fine dots (referred to as *puntini*) or in fine hatching (referred to as *tratteggio, tratteggio spezzato,* or *selezione cromatica*). Reconstructions are highly discouraged and neutral integration may be considered where necessary, still following the said retouching techniques. Retouching paint can either consist of artists-grade watercolour and/or varnish-based paint approved for conservation and restoration interventions by the conservation international community and by reputable conservation institutes. The contractor shall contact the project representative during the earliest stages of the retouching process and seek the representative's approval before continuing. The project representative deserves the right of refusing retouching applied in solid colour or if executed imprecisely in uneven dots or broad lines that remain clearly noticeable from 0.5 to 1 meters away from the artwork. The extent of retouching will be discussed and the minimal possible extent will be approved in order to present the authentic, original quality of the artwork. Repainting and visual alterations to the original - referred to as over-painting - will not be accepted and the contractor will be ordered to remove and amend the works until reaching a result that is deemed satisfactory by the project representative.

A permanent backing material shall be applied to the reverse side of each artwork. This backing needs to be composed of canvas composed of either: (a) non-woven or densely-woven 100% polyester; or (b) densely-woven 100% linen. The polyester canvas has to be approved for

conservation and restoration and shall cover the entire reverse side of the artwork. This backing, composed of a stable and lightweight material, is mainly intended to protect the reverse side of the paintings from dust. It is necessary that the backing canvas remains taut and free from deformations. The backing should only be attached to the reverse side of the paintings' auxiliary frame in a reversible manner to facilitate future inspections (such as with the use of Velcro strips) and to ensure that the backing will be kept distanced from the canvas support of the painting.

Following the conservation-restoration treatments, all the artefacts are to be installed into their original position. All paintings have gilt wooden frames that also need to be treated and the missing parts have to be reconstructed. The latter gilt wooden strips shall not be adhered to the painting. Instead, the wooden strips shall be only adhered to the wall using long stainless steel screws that can be removed with ease. The fixed wooden strips should secure the paintings in their original location. It is recommended to line the reverse side of the wooden strips with soft cotton textile in order to limit the wood from abrading the artworks' paint layer.

Several paintings of this Oratory fit exactly into their respective wall recess. Hence it must be ensured that all paintings will fit without any difficulty after conservation and restoration treatment. For this reason it is important, for instance, to ensure that the original dimensions including the thickness/depth of each artwork should be respected and unaltered. The latter applies, for instance, to: (1) repairs and modifications to the original strainer frame; (2) manufacturing of new stretcher frames to replace the original; and (3) presence of excess lining canvas and strip-lining canvas along the tacking margins and on the paintings' reverse sides. The conservator(s) may inspect the paintings' original location and take measurements if necessary to ensure that no problems arise during the re-installation of the artworks.

The painting titled "The Presentation of Our Lady in the Temple" requires the modification of the existing frame, or the manufacturing of a new stretcher frame. The latter frame shall follow the cut bottom perimeter of the painting (that has an arched outline) to ensure that: (1) the canvas painting remain adequately taut and free from deformations; and (2) the painting fits back inside its wall recess whilst accommodating the wooden pulpit present beneath this painting.

The tasks assigned through this contract must adhere to the implementation time frames stipulated in Article 1.3 of the ITT and Article 18.1 of the Special Conditions.

Upon completion of the tasks assigned through this contract, the Contractor will provide a detailed conservation report. This report shall include: scientific analysis; documentation; historical background; detailed insight of the paintings' manufacturing technique; current state of conservation; past treatments; detailed explanation and justification of every conservation and restoration treatment; and preventive conservations measures recommended for the preservation and maintenance of both artefacts after treatment. Such report will have the necessary EU publicity requirements which will be communicated to the Contractor by the Contracting Authority.

4.3 - Project Management

4.3.1 Responsible Body

The Contracting Authority responsible for managing this contract is the Fondazzjoni ghall-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 ghall-Patrimonju Kulturali ta' l-Arcidiocesi ta' Malta as represented by the appointed Technical Expert and the project coordinators appointed by the Contracting Authority. The Contractor shall report to the Technical Expert and the Project Co-ordinators as representatives of the Project Leader. Any decisions which affect the contract objectives and results, related deadlines and financial aspects shall be taken into account following consultation with and approval by the Contracting Authority. During the execution of the services and works, the Contracting Authority shall moreover be

involved in the supervision of the activities involved to the extent to be able to ensure prompt consultation and communication between the parties involved, liaison between the Contractor and third parties and monitoring of the services and works to be executed by the Contractor.

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

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

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

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

5. Logistics and Timing

5.1 – Location

The seven paintings are located inside the Church of the Jesuits in Valletta, Malta.

5.2 - Commencement Date & Period of Execution

Article 18.1 of the Special Conditions will determine the actual commencement date and period of execution. The sequence of how the paintings will be worked upon and completed will be instructed by the Contracting Authority and carried out within the specified maximum period of 52 weeks from the date established in the order to start works.

6. Requirements

6.1 – Personnel

6.1.1 Key Expert

The Key Expert for these eight artworks has to be in possession of: (1) a warrant (or a temporary warrant) issued by the Warrant Board in Malta and specialised in the treatment of canvas paintings; and (2) at least MQF Level 6 in the Conservation and Restoration of Canvas Paintings. This conservator-restorer has to present a copy of his/her warrant, curriculum vitae and work portfolio that clearly demonstrates the work experience in the treatment of oil on canvas paintings. This individual shall also be responsible for the management and co-ordination of the project from the Contractor's side.

6.1.2

Other Experts

The other experts that will support the work of the Key Expert have to consist of conservator-restorer/s in possession of a Maltese warrant that permits the conservation and restoration

treatment of canvas paintings. Prior to commencing work on any of the works of art - which is the scope of this tender - the contractor must submit a copy of the warrant, CV, and work portfolio of all the conservator-restorer/s assisting the Key Expert to the Contracting Authority for approval. No work can be carried out by the conservators-restorers (assisting the Key Expert) on the works of art prior to the written approval of the Contracting Authority.

CVs and work portfolio of the Key Experts and the conservator-restorers assisting the Key Expert can be requested and evaluated by the Contracting Authority during the evaluation of tenders' process.

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

The selection procedures used by the Consultant to select these other experts shall be transparent, non-discriminatory and shall be based on pre-defined criteria, including professional qualifications, experience and language skills. The findings of the selection panel shall be recorded. The selection of experts shall be subject to approval by the NGO.

The contractor shall ensure that there are sufficient conservators-restorers to dedicate full-time, uninterrupted work on the said paintings. This is also important to ensure that the work is done in a timely manner, respecting the project deadlines, and to ensure that sufficient time is dedicated to guarantee quality work.

6.1.3 Support Staff and Backstopping

The contractor shall provide their own expertise. Furthermore, should the need arise for the Team Leader to make use of additional staff other than those they have available, to supplement duties intended by this contract, the cost of engaging such staff will be borne by the contractor.

Scientific experts, secretarial/administrative roles and any on-site assistants, etc., required for the completion of the contract, are considered part of the contract's global price.

6.2 – Accommodation

The conservator-restorer shall make use of his/her own office/laboratory, office/laboratory support, materials and equipment. All office/laboratory expenses including stationery and printing are to be covered by the global price quoted.

It must be ensured that the conservator-restorers have sufficient working space that enable the work on the eight paintings.

Meetings may be held in premises in which the work is carried out or at the Church of the Jesuits 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.

The Contractor must also ensure that the paintings are transported in appropriate vehicles to safeguard the integrity of the paintings throughout transportation.

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

6.4 – Equipment

No equipment is to be purchased on behalf of the Contracting Authority / beneficiary country as part of this service contract or transferred to the Contracting Authority / beneficiary country at the end of this contract. Any equipment related to this contract which is to be acquired by the beneficiary country must be purchased by means of a separate supply tender procedure.

7. Reports

7.1 - Reporting Requirements

The Contractor must submit a detailed report for each artefact listed in this contract.

The inception report on each artefact must contain all the following information: a brief history on each painting; scientific analysis; an in-depth manufacturing technique; current state of conservation; and past interventions. This is to be followed by a detailed treatment proposal indicating the treatment methodology and full list of materials intended to be used during treatment.

Upon completion of the tasks assigned for this contract, the Contractor shall submit a final report for each painting providing all necessary information on the: historical background; scientific analysis results; detailed description of each painting's manufacturing technique; an in-depth state of conservation; treatment proposals indicating the treatment methodology and materials for each painting as explained in Section 4.2 of the Specific Activities. Preventive conservation measures needed to preserve the artworks after treatment are also requested.

The final report for the respective painting must be submitted within two weeks from completion of the works on the respective painting, to be reviewed and approved by the Supervisor appointed by the Contracting Authority. The Contractor must carry out amendments to the respective report as deemed necessary by the Supervisor engaged by the Contracting Authority. Failure to submit the final report within this timeframe will result in a penalty of €500 per day until submission of the draft final report for the respective painting.

All reports will have the necessary EU publicity requirements which will be communicated to the Contractor by the Contracting Authority.

7.2 - Submission & approval of inception and final 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 inception and final reports. The Contractor must provide a word soft copy draft report for the Contracting Authority to review it. Once the report is approved by the Contracting Authority, the Contractor must provide a hard bound copy of the respective report and supporting documentation together with a soft copy of the said report and the supporting documentation.

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, for Supplies Contracts and for Services Contracts (latest version as applicable on the date of the publication of this tender) are included in the tender pack.

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.