



REFERENCE NUMBER: PA.5.0103/7.2

TENDER FOR THE CONSERVATION- RESTORATION OF THE TITULAR PAINTING OF THE MOSTA BASILICA

This project is being financed through the European Structural and Investment Funds 2014-2020.

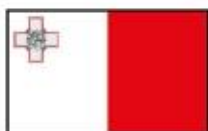
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Deadline for Submission: 19 October 2022

at 09:30am
CET/CEST

Tender Opening: 21 October 2022

At 10:30am
CET/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



IMPORTANT

Clarifications shall be uploaded and will be available to view/download from
www.church.mt/tenders

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

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## SECTION 1 - INSTRUCTIONS TO TENDERERS

### 1. General Instructions

- 1.1 In submitting a tender, the tenderer accepts in full and in its entirety, the content of this tender document, including subsequent Clarifications issued by the Non-Governmental Organisation (NGO), whatever the economic operator's own corresponding conditions may be, which through the submission of the tender is waived. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document. These Instructions to Tenderers complement the General Rules Governing Tenders for NGOs.

**No account can be taken of any reservation in the tender in respect of the procurement documents; any disagreement, contradiction, alteration or deviation shall lead to the tender offer not being considered any further.**

Prospective tenderers must submit their offer by depositing it in the tender box, located at *Fondazzjoni għall-Patrimonju Kulturali ta' l-Arcidiocesi ta' Malta, Archbishop's Curia, St Calcedonius Square, Floriana FRN 1535 MALTA*. Any references in the tender document or tender forms to uploading of tender documentation and forms is to be ignored. Tenderers must submit one original tender offer as well as a soft copy on a USB (soft copies of the tender offers submitted on CD are strictly not acceptable). 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.

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 €20,500 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

- 1.2 The subject of this tender is the conservation-restoration of the titular painting of the Basilica of the Assumption of the Virgin in Mosta depicting the *Assumption of the Virgin Mary* and its decorative frame. The painting is attributed to Stefano Erardi and was commissioned in 1678. Dimensions of the painting are c.440 x 234cm (unframed).
- 1.3 The place of acceptance of the services/supplies/works shall be the the Archdiocese of Malta, Pjazza Kalcidonju, Floriana, the time-limits for the execution of the contract shall be 15 weeks, and the INCOTERM<sup>2020</sup> applicable shall be **Delivery Duty Paid (DDP)**.
- 1.4 This is a unit-price contract.
- 1.5 This call for tenders is being issued under an open procedure.

1.6 The beneficiary of this tender is *Fondazzjoni għall-Patrimonju Kulturali ta' l-Arcidiocesi ta' Malta*.

1.7 This tender is not a reserved contract.

## 2. Timetable

2.

|                                                                                                                                                                                                                                                                                                                                                           | DATE              | TIME       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------|
| Clarification Meeting/Site Visit (Refer to Clause 6.1)                                                                                                                                                                                                                                                                                                    | N/A               | N/A        |
| Deadline for request for any additional information from the NGO<br><br>Clarification requests should be addressed to: <i>NGOs e-mail address:</i><br>fond.pkam@gmail.com                                                                                                                                                                                 | 3rd October 2022  | 17.00 CEST |
| Last date on which additional information can be issued by the NGO                                                                                                                                                                                                                                                                                        | 10th October 2022 | 20.00 CEST |
| Deadline for submission of tenders<br>(unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering for NGOs)                                                                                                                                                                                                               | 19th October 2022 | 09.30 CEST |
| Tender Opening<br>Due to the Covid-19 Pandemic tender opening session will take place 21/10/2022 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. | 21st October 2022 | 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 għall-Patrimonju Kulturali ta' l-Arcidiocesi ta' Malta*.

## **6. Clarification Meeting/Site Visit**

### **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. <sup>(Note 1)</sup>
- (ii) Declare agreement, conformity and compliance with the General Rules Governing Tenders for NGOs. <sup>(Note 2A)</sup>
- (iii) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment by submitting a declaration to this effect. <sup>(Note 2A)</sup>
- (iv) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment by completing the minimum hourly workers' costs declaration involving the provision of the employees' services. <sup>(Note 2A)</sup>
- (v) Power of Attorney (if applicable) <sup>(Note 2A)</sup>
- (vi) Information re Joint Venture/Consortium <sup>(Note 2A)</sup>

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

- (i) Declaration concerning exclusion grounds <sup>(Note 2A)</sup>
- (ii) Declaration concerning *Selection Criteria* <sup>(Note 2A)</sup>

### **(C) Technical Specifications**

- (i) Tenderer's Technical Offer in response to specifications. <sup>(Note 3)</sup>

**Key Experts Form, the Self-declaration form for Key Experts relating to public employees (where applicable) the CVs, copy of warrant/s and documentation confirming the level of the qualification of the respective key expert must be submitted at tender bis submission stage.**  
<sup>(Note 2)</sup>

Tenderer's Technical Offer shall constitute the following:

### **1. KEY EXPERTS:**

**Key expert 1: A qualified lead conservator-restorer**

- A qualified and warranted conservator-restorer who will be the lead conservator. The qualification must be at least MQF Level 6 in the conservation and restoration of paintings.

Duties: 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.

**Key expert 2: A supporting qualified conservator-restorer**

A supporting qualified and warranted conservator-restorer. The qualification must be at least a degree (MQF Level 6) in the conservation and restoration of paintings.

Duties: He/she will be responsible to support the Lead Conservator-Restorer throughout the works.

## **2. ORGANIZATION AND METHODOLOGY (Note 3)**

### **RATIONALE**

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

### **STRATEGY**

- An outline of the approach proposed for contract implementation - Treatment proposal for painting, the treatments and materials that are most likely to be considered for the painting of the Assumption of the Virgin Mary and its decorative frame;
- Proposal and justification of scientific investigations.

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

- A gantt chart of a programme of works of not more than 15 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**

- Confirmation that the materials to be used comply with the Specific Activities of Section 4 of the Tender. (Note 3)

- (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 only 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. 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)<sup>2020</sup> (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 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.

**Request for Clarification and / or rectifications concerning a previous request dealing with the same shortcoming shall not be entertained.**

#### **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 if/where applicable on the Government's e-procurement platform, file a written reply to the appeal. These replies shall also be affixed to the notice-board of the Review Board and where applicable it shall also be uploaded on the Government's e-procurement platform;
- (d) within three working days of the publication of the replies, the Secretary of the Review Board shall prepare a report (the Analysis Report) analysing the appeal and any reply to

it. This report shall be circulated to the persons who file an appeal and to all parties who submitted a reply to the appeal;

(e) after the preparatory process is duly completed, the Director or the Head of the NGO shall forward to the Chairman of the Review Board all documentation pertaining to the call for tenders in question including files, tenders submitted, copies of deposit receipts and any motivated letter;

(f) The secretary of the board shall inform all the participants of the call for tenders, the NGO of the date or dates as the case maybe when the appeal will be heard;

(g) When the oral hearing is concluded, the Public Contracts Review Board, if it does not deliver the decision on the same day, shall reserve decision for the earliest possible date to be fixed for the purpose, but not later than six weeks from the day of the oral hearing:

Provided that for serious and justified reasons expressed in writing by means of an order notified to all the parties, the Public Contracts Review board may postpone the judgment for a later period.

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

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

## SECTION 3 - SPECIAL CONDITIONS

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

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

### Article 2: Notices and Written Communications

- 2.4 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

7.12

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 Contracting Authority. The Contract will not be endorsed by the Contracting Authority/Central Government Authority until the performance guarantee is submitted. The amount of the guarantee shall be ~~not exceed~~ 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 €500,000 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

13.2

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 €100,000 per accident for the painting, 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 painting be restored off-site, transport, packing and insurance for transport to and from the Mosta Basilica will be provided by the Contractor. The Contractor will not be allowed to remove the artefact from the Mosta Basilica prior to submitting the necessary insurance cover which is in accordance with the requirements of this tender. Failure to provide the insurance in a timely manner, will result in the application of penalties as specified in Article

18.1 of the Special Conditions and execution of the contract will be suspended and no extension of time to cover such suspension will be granted.

Should the artefact be restored off-site at the Contractor's laboratory, the Contractor shall supply the firm's insurance policy for artefact 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**

**14.3** 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 Authority.

#### **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**

**16.4** 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 15 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 two (2) 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 a 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 will seek compensation from the Contractor for costs incurred for the engagement of and provisions of services of a third party contractor.

## Article 20: Amendment of the Contract

- 20.2** As per General Conditions.
- 20.5** The repetition of services shall be capped at 20% of the original contract value.
- 20.6** *Additional services (i.e. new services not included in the original tender) shall be capped at 20% of the original contract value.*

## Article 24: Interim and Final Progress Reports

- 24.1** Further to the provisions of the General Conditions, the Contractor must submit an inception report for the Titular painting and its decorative frame within two (2) 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 within two weeks from the completion of the conservation and restoration works on the Titular painting and its decorative frame. The

report must contain all information on the work carried out on the painting and decorative frame as described in the Terms of Reference

## Article 26: Payments and Interest on Late Payment

26.1 This is a fee-based contract.

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

| Narrative                | Percentage (%)                                                                                                                                          |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| Inception Report Payment | 20% of the contract value against submission of an inception report and following approval by the Contracting Authority.                                |
| Interim Payment          | 75% of the contract value. The interim payment is to be issued following completion of works on the Titular painting and its decorative frame.          |
| Balance                  | 5% retention money to be released following the submission and approval of the final report and against submission of an equivalent retention guarantee |
| <b>TOTAL</b>             | <b>100%</b>                                                                                                                                             |

26.2 As per General Conditions.

## Article 27: Pre-Financing Guarantee

27.2 Not applicable.

## Article 39: Further Additional Clauses

39.1 The sum of money retained from the final payment shall be of 5%. This sum shall be paid upon following submission and approval of the final report and the 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 after the elapse of 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.

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- 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 inception report for the restoration of the painting and cornice must be submitted within two weeks from the date of the order to start works and it will be reviewed and approved by the Supervisor appointed by the Contracting Authority. Failure to submit the inception report within this timeframe will result in a penalty of €100 per day until submission of the draft inception report first and for the delay in submitting the final version. Timeframes are stipulated in the Terms of Reference.

The final report for the restoration of the painting and cornice must be submitted within two weeks from completion of the works on the painting and cornice, 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 and then for the delay in submitting the final version. Timeframes are stipulated in the Terms of Reference.

## SECTION 4 -SPECIFICATIONS/TERMS OF REFERENCE (Note 3)

# Terms Of Reference

### 4.1 – General

#### 4.1.1 Project Description

The project involves the conservation-restoration of the titular painting of the Basilica of the Assumption of the Virgin in Mosta depicting the *Assumption of the Virgin Mary* and its decorative frame.

#### History

The *Assumption of the Virgin Mary* painting is attributed to Stefano Erardi (1630 - 1716). The painting was commissioned in 1678 by Don Giacomo Chetcuti to adorn the old Parish Church of Mosta. Throughout the years the painting underwent various restoration interventions the first known being in 1827 when it was restored by Giuseppe Hyzler (1787-1858). In 1860 the painting was transferred to the current Mosta Basilica and was restored by Salvatore Barbara who extended the top part and reduced the sides to allow it to fit into the new titular frame. During the early 1975, the painting was restored by Maurice Cordina who carried out an extensive cleaning process and relined the painting. The latest know treatment is a light cleaning process carried out in the year 2000 by Alfred Briffa.

Over the years the painting was adorned with metal inserts; in 1975 the Virgin Mary was crowned by Bishop Gonzi and in the year 2000, twelve stars were affixed haloing the same celestial figure. Both occassions were accopanied by a pilgramage.

Due to the changes in the size of the original painting as executed by S. Erardi, the decorative frame is probably not the original one. The gold surface is acutally silver leaf tinted gold through shellac.

#### General current state of the painting and its decorative frame

Prior to initiating the conservation-restoration intervention of the painting and its decorative frame, an in-depth condition assessment report including non-invasive scientific analysis and detailed photographic documentation are required for both the front and the back of the painting and it decorative frame. This is to be followed by a detailed Preliminary Treatment Proposal indicating the materials (consolidants, solvents etc) to be used and a risk assessment. An overall review of the current condition of the titular painting and its decorative frame follows:

#### *Assumption of the Virgin Mary* [Titular Painting, Basilica of the Assumption of the Virgin, Mosta]:

The painting presents seam joints horizontally and vertically around the painting showing that the work is composed of around four pieces of textile sewn together. In the centre two seam bulges are evident, possibly indicating that one of them belongs to the lining textile. A top extension horizontal textile in correspondence to the celestial sky, was added in 1860 by Salvatore Barbara who also reduced the size of the vertical sides, to allow the painting to fit in its new frame at the Mosta Basilica. The painting has evident textile tensile deformations and sagging especially on the lower right pictorial area.

The preparation presents weak adhesive properties especially in the bottom and left side of the painting. leading to cracks, cupping, active lifting and losses in the preparation. Many plaster infills done during previous conservation-restoration treatments are evident in various parts of the painting surface especially in the perimeter as they are not level to the painting surface. The stability of the perforations caused by the insertion of the metal crown and stars placed above the celestial figure is to be analyzed and if required strengthened.

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The cleaning process is to remove wax deposits, surface dirt, unhomogeneously applied varnish, altered retouchings, overpaintings and old weak and unlevelled plaster in-fills. Reintegration is required of the severe abrasion of pigment mostly found in the lower half of the painting possibly caused by an over cleaning during past interventions or by the weakened binding agent of the pigments.

Since the painting was eventually extended from the top and reduced in sides from the sides, the decorative frame is probably not the original frame. The surface is composed of silver leaf tinted gold through shellac and it does not present severe losses of wood. Losses in preparation and reintegration of the gold surfaces presenting losses, as required through the new application of bolo and silver leaf tinted through shellac or an approved similar inert material.

The general forms of deterioration present in the painting include the following:

- Deformations, seam joint bulges and sagging of the textile support;
- Possible older inlays, lining or strip lining;
- Cracks, cupping, active lifting and losses in the preparation;
- Many plaster in-fills especially in the perimeter which are not level to the painting surface;
- Pigment abrasions, extensive retouchings and over painting;
- Unhomogeneously applied varnish;
- Accumulation of dust, dirt, possible wax deposits and grime;
- The auxiliary strainer frame could have wood worm flight holes and might not present expandable corners.

The general forms of deterioration present in the decorative frame include the following:

- Possible wood worm flight holes;
- Rusted nails along the pigmented surface.
- Losses in the plastered surfaces;
- Possible altered retouching;
- Surface dirt, dust, wax deposits and wax deposits.

### 4.1.2 *Geographical Area to be covered*

The Parish Church of the Assumption commonly known as the 'Rotunda of Mosta' or the 'Mosta Dome' is a Roman Catholic parish church in Mosta, dedicated to the Assumption of Mary. It was built between 1833 and the 1860s to neoclassical designs of Girogio Grognet de Vasse on the site of an earlier Renaissance church which had been built in around 1614 to designs of Tommaso Dingli.

The design of the present church is based on the Pantheon in Rome and at one point had the third largest unsupported dome in the world. The church narrowly avoided destruction during World War II since on the 9<sup>th</sup> of April 1942 a German aerial bomb perced the dome and fell into the church during Mass but failed to explode. This event was interpreted by the Maltese as a 'miracle'.

### 4.1.3 *Target Groups*

Target groups are restorers-conservators that are qualified in restoring/conserving oil paintings on canvas.

## 4.2 - Specific Activities

The conservator-restorer carrying out the project is responsible for the preparation of all scientific non-invasive analysis, documentation, specifications and photographic images compiled in a 'Methodology and Organisation' Report.

The detailed 'Methodology and Organisation' report is to include: a historical background, results obtained through non-invasive scientific analysis, manufacturing techniques, an in-depth condition assessment for each artefact, a risk assessment, preliminary treatment proposals indicating the materials to be used (consolidants, solvents etc) and related documentation and photographic documentation for the titular painting of the *Assumption of the Virgin Mary* and its decorative frame. Prior to starting any works this must be approved by the Project Manager assigned by the Contracting Authority in-charge of the project, and is to be modified by the conservator-restorer as many times necessary until it is fully approved by the project manager.

Finally this report is then to be updated once works are finalised, including the whole conservation-restoration process that was carried out including the materials used (consolidants, solvents etc) and recommendations on the preventive conservations measures and monitoring guidelines to safeguard the artefacts.

The contractor is also to provide a **Programme of Works** indicating how the different tasks will be carried out keeping in mind the total duration on the contract as specified in Article 1.3 of the ITT and Article 18.1 of the Special Conditions.

### **Method statement**

The conservation-restoration of the painting and its decorative frame will not be carried out within the Mosta Basilica building but will be treated at the conservation-restoration laboratories. Therefore, in order to decrease further damage during dismantling and transportation, onsite precautions, such as facing, where necessary, is to be undertaken. Being a large painting, the titular and its decorative frame should be brought down from their hanging location using scaffolding, thus facilitating easy handling. They should then be properly packed with suitable materials to safeguard them during transportation. The transport to be used should have a closed compartment with locking doors to ensure security and protection during travelling.

Prior to commencing the hands on works on the titular and its decorative frame the contractor has to provide, an in-depth condition assessment for each artefacts including results from non-invasive scientific analysis, a risk assessment, detailed preliminary treatment proposals together with the materials (consolidants, solvents etc) to be used and related documentation and photographic documentation. These are to be presented for approval by the project manager.

All material used during the intervention process such as the textile used for possible inlays and strip or entire relining, consolidants, adhesives, solvents, pigments and varnishes, should be durable but still easily reversible in any future conservation-restoration treatment/s. Materials which may attract insects or moulds are to be avoided.

Should the auxiliary strainer frame support present active or inactive wood worm flight holes and not have expandable corners and beveled edges, the said frame is to be replaced with a new auxiliary strainer frame support having beveled edges and expandable stainless steel fittings. For the decorative frame, total re-gilding and application of tinted varnishes should not be carried out. Losses of gold should be integrated either using silver leaf tinted gold or any other stable material resembling the colour of gold.

Following the conservation-restoration treatments, the painting should be remounted into its decorative frame and suitably packed and transported to their original position. The artefacts are to be reinstalled at the Mosta Basilica preferably respecting the present hanging system.

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

Upon completion of the tasks assigned through this contract, the Contractor will provide a detailed final report on: the history of the artefacts, the results of the non-invasive scientific analysis carried out, the manufacturing technique, the in-depth condition assessment prior to treatment, the risk assessment, the preliminary treatment proposals including the materials

(consolidants, solvents etc) to be used, the conservation-restoration treatments carried out together with the materials (consolidants, solvents etc) used and related supporting documentation. Where possible, preventive conservation measures and monitoring guidelines to safeguard the artefacts, are to be recommended. 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 għall-Patrimonju Kulturali ta' l-Arcidiocesi ta' Malta.

#### **4.3.2 *Management Structure***

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

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

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

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

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

### **5. Logistics and Timing**

#### **5.1 – Location**

The titular painting of the *Assumption of the Virgin Mary* and its decorative frame are located in the Basilica of the Assumption of the Virgin in Mosta.

#### **5.2 - Commencement Date & Period of Execution**

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

## **6. Requirements**

### **6.1 – Personnel**

#### **6.1.1 Other Experts**

Any other conservator-restorer/s supporting the Lead Conservator- Restorer and the assistant conservator- restorer must also be in possession of a qualification of at least MQF Level 6 in the conservation-restoration of paintings and must have necessary warrant. The utilisation of these other experts must be factored in the price quoted for this tender. No additional remuneration will be entertained for the provision of these services.

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, 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.

#### **6.1.2 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 non-invasive documentation, stationery and printing, are to be covered by the global price quoted. Meetings may be held in premises supplied by the Mosta Basilica as and when required.

### **6.3 - Facilities to be provided by the Consultant**

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

All expenses such as transportation of the painting and its decorative frame to and from the office/laboratory, non-invasive scientific analysis, equipment, chemicals including solvents and consolidants, report production, 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**

Prior to initiating the conservation-restoration intervention of the painting and its frame the contractor has to provide the following in an inception report for approval by the project manager assigned by the Contracting Authority: an in-depth condition assessment report including the results of non-invasive scientific analysis, a description of manufacturing techniques and detailed photographic documentation. This is to be followed by a detailed Preliminary Treatment Proposal indicating the materials (consolidants, solvents etc) to be used and a risk assessment. The draft inception report must be submitted within two weeks from the order to start works for the approval of the supervisor. The Contractor will be obliged to carry out revisions that may be deemed necessary by the supervisor engaged by the Contracting Authority. Revised version/s of the inception report must be submitted within 7 calendar days from receipt of the feedback from the supervisor engaged by the Contracting Authority. Delays in submitting the inception report within the stipulated timeframe will result in delay penalties as stipulated in the Special Conditions of the Contract.

The Contractor must submit a final report after completion of the conservation-restoration works on the titular painting, *Assumption of the Virgin Mary* and its decorative frame. The final report must include: historical background, results obtained through non-invasive scientific analysis, a description of manufacturing techniques, an in-depth condition assessment for each artefact prior to treatment, detailed preliminary treatment proposals indicating the materials (consolidants, solvents etc) to be used, risk assessment, descriptions of the conservation-restoration works carried out on each artefact together with the materials (consolidants, solvents etc) used and related necessary supporting documentation and photographic images as explained in great detail in Section 4.2 of the Specific Activities. Where possible, preventive conservations measures to safeguard the artefacts are to be recommended. The draft final report must be submitted within two weeks from completion of the restoration works on the painting and the cornice. The Contractor will be obliged to carry out revisions that may be deemed necessary by the supervisor engaged by the Contracting Authority. Revised version/s of the final report must be submitted within 7 calendar days from receipt of the feedback from the supervisor engaged by the Contracting Authority. Delays in submitting the final report within the stipulated timeframe will result in delay penalties as stipulated in the Special Conditions of the Contract.

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 non-invasive scientific results and documentation which provides evidence of the conservation-restoration 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.

## **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.