



**FONDAZZJONI GHALL-  
PATRIMONJU KULTURALI  
TAL-ARĊIDJOĊESI TA' MALTA**

**REFERENCE NUMBER:**

**PA5/0103/20.2**

**TENDER FOR CONSERVATION AND RESTORATION WITHIN THE  
COLLEGIATE CHURCH OF ST PAUL'S SHIPWRECK IN VALLETA**

**Date Published:**

21<sup>st</sup> February 2023

**Deadline for Submission:**

24<sup>th</sup> March 2023

09.30 (CET)

**Tender Opening:**

24<sup>th</sup> March 2023

10.00 (CET)



Operational Programme I – European Structural and  
Investment Funds 2014-2020 –  
*"Fostering a competitive and sustainable economy to meet  
our challenges"*  
Project part-financed by the European Regional  
Development Fund  
Co-financing rate: 80% European Union; 20% National  
Funds



**Bid Bond requirements for this tender: Not Applicable**

**Fondazzjoni għall-Patrimonju Kulturali ta' l-Arcidiocesi ta'  
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	<b>SECTION 1 - INSTRUCTIONS TO TENDERERS</b>
	<b>1. General Instructions</b>
1.1	<p>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.</p> <p><b>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.</b></p> <p>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). 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.</p> <p><b>Note:</b> 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.</p>
1.2	<p>The subject of this tender is the Conservation-Restoration within the Collegiate Church of St Paul Shipwreck, Valletta for the:</p> <ul style="list-style-type: none"> <li>i. the conservation of two sections of the vault paintings by Attilio Palombi and the surrounding decorative elements in the main nave of the church;</li> <li>ii. the conservation of the four pendentives with the Evangelists beneath the main dome; and</li> <li>iii. the conservation of the dome paintings with its four pendentives by Attilio Palombi and its decorative elements in the side chapel dedicated to Saints Crispin and Crispinian Martyrs.</li> </ul>
1.3	The place of acceptance of the services shall be the Church of Saint Paul's Shipwreck in Valletta, and the time-limits for the execution of the contract shall be of twenty six (26)

	weeks, and the INCOTERM <sup>2010</sup> applicable shall be <b>Delivery Duty Paid (DDP)</b> .									
1.4	<p>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 <b>€150,000</b> excluding VAT.</p> <p>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.</p> <p>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.</p>									
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 għall-Patrimonju Kulturali ta' l-Arcidiocesi ta' Malta.									
1.8	This tender is not a reserved contract.									
	<b>2. Timetable</b>									
2.	<table><tr><td>Clarification Meeting/Site Visit (Refer to Clause 6.1)</td><td>N/A</td><td>N/A</td></tr><tr><td>Deadline for request for any additional information from the NGO</td><td></td><td></td></tr><tr><td>Clarification requests should be addressed to: <i>NGOs e-mail address</i></td><td>08/03/2023</td><td>17.00(CET)</td></tr></table>	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: <i>NGOs e-mail address</i>	08/03/2023	17.00(CET)
Clarification Meeting/Site Visit (Refer to Clause 6.1)	N/A	N/A								
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Clarification requests should be addressed to: <i>NGOs e-mail address</i>	08/03/2023	17.00(CET)								

	<div>Last date on which additional information can be issued by the NGO</div> <div>Deadline for submission of tenders (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering for NGOs).</div> <div>Tender Opening The tender opening session will take place xx/03/2023 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.</div>	<div>16/03/2023</div> <div>24/03/2023</div> <div>24/03/2023</div>	<div>20.00 (CET)</div> <div>09.30 (CET)</div> <div>10.00 (CET)</div>
	<b>3. Lots</b>		
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.		
	<b>4. Variant Solutions</b>		
4.1	Variant solutions are not permissible.		
	<b>5. Financing</b>		
5.1	The project is <i>co-financed</i> by the European Union/Government of Malta, in accordance with the rules of <i>Operational Programme I - European Structural and Investment Funds 2014-2020</i> programme.		
5.2	The Contracting Authority of this tender is Fondazzjoni għall-Patrimonju Kulturali ta' l-Arcidiocesi ta' Malta.		
	<b>6. Clarification Meeting/Site Visit/Workshop</b>		
6.1	<div>No clarification meeting/site visit is planned.</div> <div>Meetings between economic operators and the NGO. other than that provided in this</div>		

	clause during the tendering period are not permitted.	
	<b>7. Selection and Award Requirements</b>	
	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.	
	<b>(A) Eligibility Criteria</b>	
	(i)	No Bid Bond is required. <small>(Note 1)</small>
	(ii)	Declare agreement, conformity and compliance with the General Rules Governing Tenders for NGOs. <small>(Note 2A)</small>
	(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. <small>(Note 2A)</small>
	(iv)	Power of Attorney (if applicable) <small>(Note 2A)</small>
	(v)	Information re Joint Venture/Consortium (if applicable) <small>(Note 2A)</small>
	(B) Exclusion (including Blacklisting) and Selection Criteria - information to be submitted through the completion of the following declaration forms:	
	(i)	Declaration concerning exclusion grounds <small>(Note 2A)</small>
	(ii)	Declaration concerning <i>Selection Criteria</i> <small>(Note 2A)</small>

	<b>(C) Technical Specifications</b>	
	Tenderer's Technical Offer in response to specifications.	
	The Technical Offer shall constitute the following:	
	1. <b>KEY EXPERTS:</b> <small>(Note 2A)</small>	
	a) Main conservator-restorer: The expert must be in possession of: (1) a Maltese warrant (or a temporary Maltese warrant) specialised in the treatment of canvas and wall paintings; and (2) at least MQF Level 6 in conservation and restoration of wall 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	

		<p>submit a copy of the CV, a copy of the qualification/s and copy of the warrant.</p> <p>b) An Architect and Civil Engineer - A warranted 'Perit' who will assume all the responsibility in terms of the legal obligations as arising under Maltese law (Warrant Number to be declared).</p> <p>c) A Conservation scientist (MQF level 6). S/he will be responsible to take the samples and carry out analysis and present a detailed report with the interpretation of all samples.</p> <p>d) A Health and Safety officer.</p> <p><b>ORGANISATION &amp; METHODOLOGY:</b> (Note 3)</p> <p><b>Rationale</b></p> <ul style="list-style-type: none"> <li>An objective analysis of the Terms of Reference demonstrating the degree of understanding of the Project Scope as described in the Terms of Reference</li> </ul> <p><b>STRATEGY</b></p> <ul style="list-style-type: none"> <li>Proposal of scientific investigations</li> <li>Brief historical research of the site</li> <li>Brief description of the painting's manufacturing technique</li> <li>Assessment of the current state of conservation</li> <li>Brief description of past treatments (if any)</li> <li>Treatment proposal, clearly stating the most likely treatment methodology and materials</li> </ul> <p><b>3. TIMETABLE OF ACTIVITIES:</b> (Note 3)</p> <p>A Gantt Chart is to include and identify major milestones in execution of the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the 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. The duration of implementation is 26 weeks.</p> <p><b>4. MATERIALS USED</b> (Note 3)</p> <p>Confirmation that the materials to be used comply with the Terms of Reference of Section 4 of the Tender.</p>
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	(i)	<p><b>Literature</b> as per Form marked 'Literature List' to be submitted with the Technical offer at tendering stage.</p> <p><b>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.</b> (Note 2B)</p>
	(ii)	<p>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)</p>
	<b>(D) Financial Offer</b>	
	(i)	<p>The Tender Form and Tenderer's Declaration are to completed and submitted with the offer. (Note 3)</p>
	(ii)	<p>A financial offer is to be submitted by filling in the Bill of Quantities (the locked version issued with the tender is to be used), and is to be calculated on the basis of <b>Delivered Duty Paid (DDP)<sup>2010</sup> (Grand Total)</b> for the services tendered. (Note 3)</p>
	<p><b>Notes to Clause 7:</b></p> <p><i>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.</i></p> <p><i>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.</i></p> <p><i>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.</i></p> <p><i>All Rectifications are free of charge.</i></p> <p><i>3. No rectification shall be allowed. Only clarifications on the submitted information may be requested.</i></p>	
8.1	<p><b>8. Tender Guarantee (Bid bond)</b></p> <p>No tender guarantee (bid bond) is required.</p>	



	<b>9. Criteria for Award</b>
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

2.1 The Laws of Malta shall apply in all matters not covered by the provisions of the contract.

2.2 The language used shall be English.

### Article 3: Order of Precedence of Contract Documents

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

- (a) the Contract,
- (b) the Special Conditions,
- (c) the General Conditions,
- (d) the NGO's technical specifications and design documentation,
- (e) the Contractor's technical offer, and the design documentation (drawings),
- (f) the bill of quantities (after arithmetical corrections)/breakdown,
- (g) the tender declarations in the Tender Response Format,
- (h) any other documents forming part of the contract.

Addenda have the order of precedence of the document they are modifying.

### Article 4: Communications

4.1 Contact details of the contracting Authority are as follows:

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

Communications between the Contracting Authority and/or the Project Manager on one hand, and the Contractor on the other, shall be exclusively in writing and in the English language. Specific and standard procedures of communication (templates of request for information, contract submittal, site instructions, time of communication and for replies, frequency of meetings) shall be agreed among the Contracting Authority and the winning bidder within fifteen (15) days from the Commencement Date of the Contract, unless otherwise specified in these Special Conditions and in Section 4 - Technical Specifications.

### Article 5: Supervisor and Supervisor's Representative

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

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

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

#### **Article 6: Assignment**

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

#### **Article 8: Supply of Documents**

8.4

The contractor shall follow closely all instructions specified in the documents submitted with this tender and any other documentation provided to him by the Contracting Authority during the course of the works. Any documents prepared by the Contractor are to be submitted for approval to the Contracting Authority, the procedure being agreed to between the parties as indicated in Clause 4 of the Special Conditions.

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

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

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

#### **Article 9: Access to Site**

9.1

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

Contractor should use adequately sized vehicles for the transportation of materials to and from the site given that access to the site is also physically restricted.

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

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

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

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

To this effect, the contractor and his employees shall be required to abide by the instructions issued from time to time by the Contracting Authority and shall ensure that

all works are carried out without jeopardizing the security of the place.

#### Article 10: Assistance with Local Regulations

- 10.3 The contractor is responsible for complying with local regulations at his expense to ensure the project is compliant with all the relevant local regulations.

#### Article 11: The Contractor's Obligations

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

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

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

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

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

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

The Contractor shall;

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

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

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

- 11.17 Any such documents will remain the property of the Contracting Authority and the Contractor may not reproduce or communicate them to third parties except with the Contracting Authority's agreement.
- 11.20 Further to Article 11.2 in the General Conditions, the contractor shall deploy the necessary resources so as to maintain a good progress of work on the site and shall also, where necessary, undertake to perform works outside normal working hours, and on public holidays and weekends at no additional cost to the Contracting Authority, so as to ensure the completion of the Works within the required time-frame, in accordance with the Technical Requirements and with the Period of Execution.
- Furthermore, the contractor shall be expected to be co-operative and allow the use of his scaffolding and/ or other facilities available on site for the efficient execution of the above-mentioned works. Same contractor will not be entitled to any compensation (financial or otherwise) for these services, etc
- The Contractor shall be obliged to follow any and all instructions issued by the Contracting Authority in relation to the Works in so far as this fall within the overall scope of the Contract.
- 11.21 The Contractor shall also, in addition to the above, take any necessary action to ensure and maintain the health and safety of his employees, together with those of the employees of the Contracting Authority, any other contractor engaged on the site, together with the general public and shall follow any relevant instructions and /or recommendations of the contractor's Health and Safety Offices to fulfil the obligations set out in the Legal Notice 281/2004 (SL 424.29)
- In addition to other obligations arising under the Contract pertinent to the execution of the Works, the Contractor shall, following completion of same, fulfil all obligations during the Defects Liability Period as outlined in Article 58 of these Special Conditions.
- 11.22 The Contractor shall not dismantle the scaffolding prior to the approval of the Contracting Authority. The contractor shall give the Contracting Authority's personnel in charge at least one week notice to allow for a final inspection of the works
- 11.23 All lifting equipment used on site shall be certified by a warranted Mechanical Engineer throughout the whole duration of the works, in accordance with the regulations issued by the Occupational Health and Safety Authority.
- 11.24 Copies of the certificates shall be sent to the Contracting Authority's personnel before commencement of work and as necessary should the six (6) month certification period elapse.
- 11.25 The Contractor will be available to attend regular site, management and progress meetings.
- 11.26 The Contractor shall declare all the materials that will be used for the works and ensure that the said materials have been tested and approved for the conservation and restoration of paintings in peer-reviewed and reputable conservation literature. The materials should be stable, compatible with the paintings, and remain reversible. The Contractor should clearly declare all the materials (and their method of application) to the Project Manager and seek their approval prior application. The workmanship is to be of first class character, and the degree of finish such as the Contracting Authority shall require.
- 11.27 No methods or materials are to be used other than that stated in this contract. Should there be any discrepancy between the method statement and execution of works, including materials without the knowledge of the Contracting Authority or its representative, the Contractor will be held responsible for any inferior results, errors and defects that may occur in the work through neglect of this precaution.
- 11.28 The Contracting Authority may adopt any means it may deem fit to satisfy itself that the

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

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

#### Article 13: Performance Guarantee

- 13.1 The Contractor shall, within 15 days of receipt of the contract for signature, furnish the Contracting Authority with the original guarantee for the full and proper performance of the contract. It shall not exceed 4% where the amount of the total contract value is between €10,000 and €500,000 ex VAT.
- 13.3 The performance guarantee shall be in the format given in Section 5 and shall be provided in the form of a bank guarantee. It shall be issued by a bank in accordance with the eligibility criteria applicable for the award of the contract.
- Furthermore, the Contracting Authority will not affect any payment to the Contractor until the performance guarantee has been submitted.
- 13.8 The performance guarantee shall be released within 30 days of the signing of the Provisional Acceptance Certificate including any snag lists

#### Article 14: Insurance

- 14.1 Without any prejudice to Article 14.1 a, b, c of the General Conditions, the contractor shall take out insurance in both his own and the Contracting Authority’s name against any loss or damage to any of the property to which this document refers or any damage to third party property for which he is liable under the contract. The contractor is required to insure for the



whole duration of the contract against risk of damage to the historic fabric of the works of art and the building itself being restored through this contract for the amount of €235,000 per accident with the number of occurrences unlimited.

- 14.2 Without any prejudice to 14.1 a, b, c of the General Conditions, the contractor is required to insure for the whole duration of the contract for the amount of €1,500,000 per accident with the number of occurrences unlimited against each party's liability for any loss, damage, death or bodily harm, that may be caused to third parties, or to any person that is authorized to be on site at any given time, or any damages to property belonging to third parties, including loss of profits that may be sustained by third parties.

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

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

- 14.6 Should the artefacts be restored off-site transport, packing and insurance for transport to and from the Church at Sliema will be provided by the Contractor. The Contractor will not be allowed to remove the artefacts from the Church 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 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.

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

The 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 15: Performance Programme (Timetable)

- 15.1 The Contractor shall provide a detailed Programme of Works.

- 15.2 The project shall be completed within 26 weeks from the letter of order to start works.

- 15.4 The Programme of Works shall be updated monthly or whenever required by the Contracting Authority, to be in line with the progress of the actual Works. The Programme of Works shall be accompanied by sufficient data and information together with all the necessary details of required labour force, etc. The Contracting Authority shall approve the Programme of Works within ten (10) working days from submission by the Contractor to the Contracting Authority.

Should the Contracting Authority consider any alteration in or addition to the Programme of Works as submitted, the Contractor shall conform therewith without additional cost. Any changes to the Programme of Works shall be approved by the Contracting Authority.

#### Article 17: Contractor's Drawings

- 17.1 The Contractor shall submit to the Project Manager representing the Contracting Authority for approval any drawings, documents, programme of works, technical literature, samples and /or models that the Project Manager may reasonably require for the performance of the contract within 5 working days from written request by the Project Manager representing the Contracting Authority or from date when meeting where minutes are taken.
- 17.7 Further to the provisions of Article 17.7 of the General Conditions, the Contractor must submit a full set of the final drawings upon completion of the project and must do so within 30 days from issuing of the Partial Provisional Acceptance Certificate. Failure to do so will result in a daily penalty of fifty (50) euro up to a maximum of 1% of the contract value.

#### Article 18 Sufficiency of Tender Price

- 18.1 Further to the provisions of Article 18.1 of the General Conditions, no claim for extra payment arising from lack of knowledge of the artefact/site's condition shall be entertained.
- 18.2 The rates tendered shall be considered as inclusive and as covering all the works specified as well as any other work which notwithstanding their omission are, either contingent, complementary or indispensable for the execution of the contract in its entirety and as intended.
- 18.4 No pleas of ignorance of conditions that exist or that may be encountered in the execution of the work under this contract, as a result of failure to make the necessary examinations and investigations shall be accepted as an excuse for any failure or omission on the part of the Tenderer to fill in every detail and all the requirements of the said Tender document or shall be accepted as a basis for any claim whatsoever for extra compensation.

#### Article 19 Exceptional Risks

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

#### Article 20: Safety on Site

- 20.2 Further to the provisions of the General Conditions, it is the obligation of contractors to carry out a suitable, sufficient and systematic assessment of all the occupational health and safety hazards which may be present at the place of work and the resultant risks involved concerning all aspects of the work activity.
- 20.3 Further to the provisions of the General Conditions, it is also the duty of the contractor to cooperate with other employers, contractors and, or self-employed persons who share a common work place, on the implementation of Health and Safety provisions. The contractor or his designate shall co-ordinate necessary actions in matters which concern protective and preventive measures and shall inform all on site as well as the Health and Safety Project Supervisor regarding any potential risks.

20.4 The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:

- take full responsibility for compliance with Health and Safety Regulations in force from time to time;
- without prejudice, have full regard for the safety of all persons on the site and keep the site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons;
- without prejudice, provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary, for the protection of the Works or for the safety and convenience of the public or others; and
- without prejudice, take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to the persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

#### **Article 21: Safeguarding Adjacent Properties**

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

#### **Article 22: Interference with Traffic**

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

22.4 The Contractor is responsible to obtain necessary permits that may be required

#### **Article 30: Patents and Licenses**

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

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

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

#### Article 31: Commencement Date

- 31.1 The Commencement Date for this contract shall be 1 week from the Order to Start Works. The order to start works will not be issued later than one (1) month from the last date of signature shown on contract. The performance of the contract is to commence on order to start works. The Contractor must furnish the Contracting Authority with a certified true copy of the Insurance Policy together with all documentation related to Health and Safety prior to commencing works.

#### Article 32: Period of Execution of Tasks

- 32.1 The period of execution of task for the project covered by this contract shall be 26 weeks.

The contractor will be expected to commit sufficient resources to carry out works to guarantee the completion of all the Works as specified in this tender within the stipulated implementation period.

#### Article 33 Extension of the Period of Execution of Tasks

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

#### Article 34: Delays in Execution

The Contractor shall be liable to a deduction of 0.2% of the contract price per day's delay up to a limit of 20% of the total contract price.

Upon reaching the maximum penalty, the Contracting Authority reserves the right to terminate the contract and seek the services of a third party for the completion of works. 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 35: Modification to the Contract

- 35.8 The Contracting Authority has a right to increase or reduce works of a similar nature by a maximum of 15% of the contract value which have become necessary for the purpose of achieving the scope of the contract. These inter alia include the detection of unidentified works evident only once the interventions have commenced such as the repetition of conservation and restoration works
- 35.9 The Contracting Authority will have the right to instruct additional works up to a maximum of 15% of the contract value which have become necessary for the purpose of achieving the scope of the contract. Such works would be resulting from close inspection of works accessible only

upon erection of scaffolding or exposed during the course of works. These inter alia include works evident only once the interventions have commenced and which result in alternative restoration intervention works to those originally envisioned in the contract.

- 35.11** The provisions provided for in Article 35.11 of the General Conditions shall not be applicable to this contract.
- 35.12** The provisions provided for in Article 35.12 of the General Conditions shall not be applicable to this contract.
- 35.13** The provisions provided for in Article 35.13 of the General Conditions shall not be applicable to this contract.

#### Article 37: Work Register

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

#### Article 38 Rules of Origin

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

#### Article 39: Quality of Works and Materials

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

#### Article 43: Payments: General Principles

- 43.1** Payments will be made in Euro.

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

Payment Schedule		
Payment due for inception Report	Upon Submission of an inception report and following necessary approval by the Contracting Authority	20% of the contract value
Interim Payments	After completion of all works as approved by the Contracting Authority	<i>45% of the contract value carried out and certified.</i>
	Following submission of the final report for each sub-activity and upon approval by the Contracting Authority of the final report for each one of the three sub-activities. Each final report to be submitted within ten calendar days from completion of works on site of the respective sub-activity for review by the Supervisor engaged by the Contracting Authority for this project	<i>30% of the contract value carried out and certified (10% of the contract value will be paid for once approval is granted by the Contracting authority for each one of the three final reports that the Contractor must submit)</i>
Retention Monies (against a guarantee)	As per payment schedule in Clause 45.2 of the Special Conditions	<i>5% of contract value</i>

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

The 60-day period may be suspended by notifying the Contractor that the payment request cannot be fulfilled because the sum is not due, because appropriate substantiating documents have not been provided or because there is evidence that the expenditure might not be eligible. In the latter case, an inspection may be carried out on the spot for the purpose of further checks. The Contractor shall provide clarifications, modifications or further

information within 30 days of being asked to do so. The payment period shall continue to run from the date on which a properly drawn-up payment request is registered.

**43.3** As per General Conditions

**Article 44: Pre-financing**

N/A

**Article 45: Retention Monies**

**45.2** The sum of money retained from the interim payments shall be of 5%. This sum shall be paid upon submission of an equivalent retention bank guarantee (issued in the form provided in this tender document) by the Contractor to the Contracting Authority when issuing the Provisional Acceptance Certificate as specified in Article 57. The retention guarantee must be submitted by the Contractor within ten calendar days 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 works as per Article 58. The said retention guarantee shall be released only after the conditions requested under Art 58 are satisfied. The retention guarantee will be released within 45 days from when the Final Acceptance Certificate is issued.

**Article 46: Price Revision**

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

**46.3** As per General Conditions

**Article 48: Interim Payments**

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

#### Article 50: Delayed Payments

- 50.1** The Contracting Authority shall pay the contractor sums due within 60 days of the date on which an admissible payment is registered, in accordance with Article 43 of these Special Conditions. This period shall begin to run from the approval of these documents by the competent department referred to in Article 43.1 of these Special Conditions. These documents shall be approved either expressly or tacitly, in the absence of any written reaction in the 30 days following their receipt accompanied by the requisite documents.
- 50.2** Once the deadline laid down in Article 50.1 has expired, the Contractor may, within two months of late payment, claim late-payment interest:
- at the rediscount rate applied by the issuing institution of the country of the Contracting Authority;
  - on the first day of the month in which the deadline expired, plus two percentage points (2%).

The late-payment interest shall apply to the time which elapses between the date of the payment deadline (exclusive) and the date on which the Contracting Authority's account is debited (inclusive).

#### Article 53: End Date

- 53.1** The contract will be co-financed through the European Regional Development Fund 2014-2020, therefore the payment obligations of this contract will be concluded by end November 2023.

#### Article 56: Partial Acceptance

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

#### Article 57: Provisional Acceptance

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

#### Article 58: Maintenance Obligations

- 58.1** Further to the provisions of Article 58 of the General Conditions, the contractor shall guarantee that works carried out on the outbuildings through works specified in this tender document are adequately maintained for a period of 24 months from issuing of the Provisional



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

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

#### Article 66: Dispute Settlement by Litigation

- 66.1** If no settlement is reached within 120 days of the start of the amicable dispute-settlement procedure, each Party may seek:
- a) either a ruling from a national court, or
  - b) an arbitration ruling, in the case where the parties, i.e. the Contracting Authority and the Contractor, by agreement decide to refer the matter to arbitration.

#### Article 67: Other matters

- 67.1** The inception report must be submitted with 10 calendar days from the date of issuance of the commencement notice. Delays in submitting the inception report within the above stipulated deadline will result in a penalty of €200 per day until the report is submitted by the Contractor. Furthermore, any amendments requested by the supervisor, must be done within 5 calendar days from the date when the supervisor requests the said amendments. Any delays in submitting the updated report, will result in a penalty of €200 per day until the report is submitted to the satisfaction of the supervisor.
- 67.2** The final report for each sub-activity must be submitted within ten calendar days from completion of works on site of the respective sub-activity for the review and approval of the project supervisor appointed by the Contracting Authority. Delays in submitting the report within the above stipulated timeframe will result in a penalty of €500 per day until the report is submitted by the Contractor. Furthermore, any amendments requested by the supervisor, must be done within 5 calendar days from the date when the supervisor requests the said amendments. Any delays in submitting the updated report, will result in a penalty of €200 per day until the report is submitted to the satisfaction of the supervisor.

## SECTION 4- TECHNICAL SPECIFICATIONS (NOTE 3)

**Note:**

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

### 1. Project Background

The main nave vault paintings and pendentives beneath the main dome are all painted in the locally rare fresco technique which is unique to the Maltese Islands. The paintings were executed by the renowned Roman artist, Professor Attilio Palombi who had also carried out several other paintings for local churches and others in Rome, namely those of San Gioacchino ai Prati, the Cappella Paolina in the Palazzo del Quirinale and at San Tommaso in Parione. In Malta and Gozo, numerous of his works were carried out, namely those in the Gozo Cathedral, St. George's Basilica in Victoria Gozo, Floriana Parish Church and numerous oil and wall paintings in the Church of St Paul Shipwreck in Valletta executed between 1903 and 1907. His works are contemporary to those of the Maltese Giuseppe Cali' when Palombi was locally commissioned first by the Collegiate Chapter of St. Paul Shipwreck as an alternative to the latter Maltese artist. Palombi proved to be a very good artist indeed with great technical ability and a mastery of tactile academic design when it came to the grandiose ceiling paintings.

The Church of St Paul can boast the *magnum opus* of Palombi with the complete decoration of the ceiling and dome showing vignettes from the life of St. Paul with particular emphasis to the link with Malta and the Saint's mention in the Acts of the Apostles, all of which further sets this monumental church on the tourist must visit list. The superior quality of the paintings and the subject nature are deeply linked with the main dedication to the church and to the feast of the Shipwreck of St. Paul culminating into a national annual religious festival in the capital city of Malta on the 10th February.

Over the past century, the paintings have suffered a lot. Among the main factors attributing to their severe damage were firstly affected by the indirect effects of World War II and secondly due to rain water infiltration that has detached the mortar paintings for the stone substrate of the ceiling, damaging the paint layers with the formation of salts, having severely deteriorated and altered these paintings in the process. This very brief description does not do justice to the beauty and richness of such paintings as well as their dire need to restore and protect these paintings inside this national monument for the generations to follow. Obviously this Valletta parish church has now become a rich monument with and an aging community of parishioners whose numbers are evermore dwindling with very limited financial proceeds needed for the care of its artistic treasures.

## **2. Description of the projects and manufacturing techniques**

### 2.1 Nave vault paintings and decorative scheme

The project comprises the restoration of the final two bays from the main nave of the church and the four pendentives depicting the Evangelists beneath the main dome. There is the central bay and the last bay overlooking the organ balcony at the end of the church. The other bay closest to the main chancel, the choir vault, the two transepts and the dome paintings were completed in other conservation projects. The two bays in question each have various fresco paintings. The main and largest fresco painting is set in the centre of the vault bay and depicts, in one St Paul in Heaven kneeling at the foot of the Holy Trinity set within a *mandola*; in the other is the depiction of an enthroned Christ with St. Paul on his right side presenting the female figure of Malta emerging from a fine scene of the Grand Harbour below. In each of the triangles lining the clerestory nave windows with the curved vault, is a further fresco on either side each depicting a scene with three frolicking putti among clouds while carrying symbols linked to St Paul in glory. Other frescos are found flanking each of the windows, each depicting an Apostle. In the spaces between each of the framed frescos in the vault is an angel carrying a cartouche with an inscription in Latin emerging from decorative foliage. The four pendentives also carried out in the same fresco technique as for the nave paintings depict the four evangelists also by the same artist Palombi. The saints, namely Saints Matthew, Mark, Luke and John are represented in a monumental interpretation also accompanied by their iconographic attributes.

Among the painting techniques involved there are two different ones found in the vault bays. The framed paintings and the Apostles flanking the windows are done in a particular fresco technique known as '*fresco secco*' where the basic painting is carried out in the normal fresco manner, i.e. by painting pigment onto still wet lime mortar and the details are all applied in a gouache based pigment on the then dry mortar. On the other hand, the angels are painted in a gouache pigment directly on stone. The main frames and foliage decoration are carved in wood and applied to the vault with brass screws. These were mordant gilt and decorated with gouache pigment. The rest of the fine decoration and the gilt halos around the angels are modeled in plaster and are anchored to the vault by iron nails. Each bay is divided by a pronounced band sculpted in stone and decorated with applied carved wood decoration.

The design for the vault decorative scheme was done by Attilio Palombi, while the paintings are his work and was helped by assistants including Gianni Vella. The other decoration, sculptural work and gilding were carried out by several other artists and decorators. A major restoration of the whole vault was carried out between 1958-9 by Prof. Oscar Testa. Raphael Bonnici Cali' had intervened on the choir vault in the same project. It seems that this was the only intervention done on the decorative scheme of the vault since its creation.

### 2.2 Side chapel dome paintings

The dome of the side chapel of Sts Crispin and Crispinian is painted with images carried out in the *fresco secco* technique as explained in 2.1 above. The dome is divided into four scenes depicting the lives of Sts Crispin and Crispinian. Each is divided by a band of embossed plaster decoration with palm fronds emerging from a vase below. Beneath the dome is the

cornice decorated with fine garlands of stucco work. Also included in the project are the four pendentives showing four saints holding the names of Crispin and Cripinian. Both dome and pendentive paintings are the work of Attilio Palombi possibly executed around 1905. The most recent restoration on the dome paintings was carried out in the early 1970s.

### **3. Current state of preservation**

#### **3.1 Nave vault and pendentive paintings and decorative scheme**

In the past, the nave ceiling has suffered from water infiltration particularly affecting the sides of the nave where rain water is led into the clay drain pipes that run along the clerestory wall right behind the frescoes depicting the Apostles. In the ceiling this infiltration that has caused the creation of salt migration to both the surface of the fresco and gouache paintings is causing damage also to the stucco decoration and stone substrate itself. The presence of salts in such porous materials manifests a drying and wetting process thus aggravating the effects of salt migration where these porous materials embedded with salts will start to break the alveolar structure by expanding the salt crystals within. Such manifestations have damaged the vault decorative scheme both physically and aesthetically. In particular areas, the stucco decoration had been pushed out, in some cases detached or even lost. In the painted areas, the polychromy has either changed from the original hue, started dusting off or has been totally lost. Much of this damage has affected the areas painted a *secco* in gouache which are less durable than the fresco itself. In some areas the fresco itself, even though it looks in good condition, may have become detached from the stone substrate but is still hanging in place with a hollow space on its rear. In other areas, migrated salt has stained the painted areas and these manifestations appear as cloudy white bloomed areas or may even appear as white fluff coming out from the fresco in some areas.

The damage happened when the roofs from above had been badly maintained, but such damage has been controlled by the application of a membrane waterproof material which even though still valid, needs to be re-evaluated due to its age. However, the side clerestory walls and the drain pipe connections need to be treated to avoid any more water infiltration onto the nave fabric and the surface decorative schemes inside.

Apart from the damage which is most evident, the vault paintings and the decoration are veiled with a layer of dust and dirt, some of which might be attributed to the candle fumes that used to be burnt inside the church for devotional purposes. Nowadays, the amount of burning candles for devotion has been reduced to almost none and only fine no-smoke fuel oil is used for essential liturgical services. Such dirt is obscuring not only the paintings but also the gilt areas from their original shiny splendor.

#### **3.2 Side chapel dome paintings**

As for the nave paintings, the side chapel dome is suffering from the same manifestations of deterioration. Two of the fresco scenes are badly deteriorated in the upper parts of both paintings. Salt efflorescence has pushed the painting substrate and flaked off the pigment on top with the result that the areas are lost. This also indicates that the damage is present further down into the paintings as well as in the other two panels in the dome. These manifestations indicate that in the past, water infiltration was present for a very long time. Even though the dome was sealed and waterproofed in recent years, the salt presence within the substrate has damaged the paint layer. The stucco garland on the cornice is also damaged in particular areas with detachments and losses. The painting of both the dome and the pendentives are dirty from a layer of dust and soot from candles fumes that were lit in the past for devotional purposes.

#### **4. Technical requirements for the three projects namely a) the restoration of nave vault paintings and their decorative scheme b) the pendentive paintings and c) the side chapel dome paintings**

The list of Key experts and the requirements of the respective key expert are listed in Section 1 of this tender document as part of the instructions to tenderers and in the Key Expert Form.

The contractor (conservator-restorer) taking up the project will have to be in constant communication with the representative appointed by the Contracting Authority on this project as well as any other authority as may be necessary. Such a relation will help settle out and report difficulties and problems regarding the progress of works that may come up from time to time.

The final result for the two bays in the nave vault of the church has to follow what has already been done in the rest of the ceiling and dome already conserved during earlier projects separate to these. Since the colour scheme vault has been conceived as one whole, it is essential that these last two bays will follow the same colour schemes already used in the other projects. The reintegration of the painted common areas between the paintings and the decoration in the vault are to be painted with acrylic based pigments following the hue number specifications which will be supplied by the Collegiate Church of St Paul Shipwreck consultant.

The Contractor must submit an inception report at the on-set of the project outlining the work methodology to be adopted throughout the project. The inception report must be submitted within ten calendar days from the date of the commencement notice issued by the Contracting Authority. The Contracting Authority will approve the inception report. Amendments requested by the Contracting Authority need to be address by the Contractor and an updated report must be submitted within 5 days from notification from the Contracting Authority requesting amendments. Delays in submitting the inception report will result in penalties being applied in accordance with Article 67 of the special conditions of the contract.

#### 4.1 Scaffolding platform for works on ceiling and small dome

- a) Working on the ceiling paintings and decoration on the church nave and pendentives as well as on the side chapel dome, requires the setting up of a safe structure for the contractor to work at close quarters with the works of art. The working platform has to be set up in a way that the church below may still be used by worshipers and visitors alike while works are being carried out. Thus, safety in this setup has to be always taken into consideration. Certification shall be performed by a warranted engineer and provided to the Consultant for records purposes.
- b) The scaffolding for the two bays, the pendentives and the small dome will have to be erected by the tendering contractor also providing the materials necessary for the structure. The Contractor has to ensure that no damage is done on to the church's fabric especially during erection and dismantling of the said scaffold structure.
- c) Five steel beams are present in one of the bays spanning across the main nave. These had been used in the conservation of previous bays and can be used by the prospective Contractor as part of the scaffold required to set up for the conservation works. These can be used without charge though the Collegiate of St. Paul's Shipwreck cannot be held responsible for their correct use and certification.
- d) Setting up the working platform for the last bay, i.e. the one overlooking the grand organ balcony, the contractor might have to carefully dismantle the two side musicians' balconies to make space for the erection of the platform and scaffolding. Alternative proposals shall be presented to the Parish and discussed at tender stage. Given that the two balconies are works of art, the dismantling of such items will have to be done under the supervision of a professional conservator specialized in wood conservation, carefully packed and transported to a safe place as dictated by the church authorities. Once the restoration on the nave paintings and decoration has been finalized and the scaffolding platform removed, the two balconies will have to be remounted in their original place obviously providing that the fitting is done in such a manner that the balconies will be able to seat the musicians safely as done previously.
- e) One has to consider that the works on this last bay which include the setting up of the scaffolding and the restoration of the bay and the dismantling of the scaffolding and platform, and remounting the musicians' balconies, has to be finished by the third week of December of the same year.
- f) An on-site viewing date of the works that are to be carried out stipulated inside the tender will be offered to the interested parties for the three proposed projects found within this tender.

#### 4.2 Documentation

- a) The intervention will have to be documented throughout by means of photography, graphic and other means of recording the intervention. The current state of preservation of the decorated bays in the nave has to be recorded and reported.
- b) Throughout the works, every detail of the intervention is to be recorded together with any scientific investigations that are made in the process to better understand the procedure of works.
- c) A final report complete with graphic documentation and photography of the whole intervention is to be completed and a copy is to be deposited in the Collegiate Parish archive as deemed necessary.

#### 4.3 Scientific Tests

Basic scientific tests are to be carried out as necessary and if requested by the Consultant within this project to better understand the damage and deterioration processes that may be affecting the frescoes and decorative schemes alike.

#### 4.4 Cleaning Tests

- a) Such cleaning tests will help to identify damaged areas, over painted areas, and stained areas. Such tests that may be carried out in various places will help the conservator better understand the materials used in the past to produce the work of art as well as identify the areas that have been restored during past interventions and identify where deemed necessary and possible, the removal of such interventions to reveal the original. Such tests would also identify consolidation materials that were used in the past intervention and understand their best removal in the case that these may be obscuring or inhibiting further application of new conservation materials.
- b) With such tests, the conservator would have a good idea how to proceed with the type of cleaning agents that will be used, identify the strength of the substrate layer and how well it will be able to resist such cleaning to the required satisfactory levels.
- c) At the end of this process, the contractor is to discuss his methodology and the satisfactory levels of cleaning with the patron and consultant and any other authority deemed necessary to approve the procedure of works.

#### 4.5 Cleaning

Cleaning will be carried out using the agents and methods identified during the cleaning tests done previously. This will uncover the polychrome layer and the gilt areas obscured by the layers of grime and salts.



#### 4.6 Desalination

- a) In the areas on the paintings of the other decoration identified to have salt efflorescence on the surface, the desalination of that particular area is to be done. This may be done if the strength of the surface substrate permits the desalination process. The idea behind desalination is to substantially reduce the quantity of harmful salts close to the surface of the painting or decoration.
- b) Desalination is to be carried out by means of poultices applied to affected areas. Once the area dries out, the conductivity is to be measured so that the salt level is lowered to an acceptable level that does not damage the area any more once it remains dry at all times.

#### 4.7 Consolidation

- a) Consolidation is to be carried out in areas that are detached or delaminated and may be in danger of being lost. Such a process will strengthen the original material and improve its structural stability. Tests in the relative areas will help identify the best methodology for such consolidation. If the detachment is determined, the conservator shall propose methods for mechanical or chemical re-attachment of the painting substrate to the structural part of the vault.
- b) Consolidation may vary from surface stabilization of the pigment to the substrate by applying a consolidant in liquid form to the surface. In extreme cases, injecting a consolidant material in a cavity where a detachment or delamination is present.
- c) Other methods may involve using means of anchoring large pieces that may have become detached and the space may be too wide to fill with a consolidant. In this case structural means of consolidation may be used such as the use of stainless steel/fibre pins which are inert to the stability of the original materials used. In all cases, these methods have to be professionally tested and applied choosing the most compatible agents with the fresco painting and stucco decoration.
- d) The materials used for consolidation have to be approved and tested as conservation grade materials that are regarded as reversible materials and that will not alter their appearance over time.

#### 4.8 Structural infill and painting preparation

- a) Structural infills have to be carried out using lime base materials that are compatible with the original materials used.
- b) In the case of the stucco decoration, infills are to be done using similar stucco/plaster to that originally used in the manufacture of the decoration. These will be carried out manually using micro spatulas or similar tools. Such areas will be then refined in preparation of the application of the paint layer.

#### 4.9 Gilding

- a) In the cases where necessary and only if needed such as the case of a loss in an originally gilt area, reintegration is to be done using 24-carat gold leaf, which will then be aged to a level that matches the original gilt areas. Obviously, the integration has to be documented and made noticeable from very close proximity that it is an intervention in relation to proper conservation standards.
- b) The other gilt areas that have been already cleaned may need to be coated with a protection layer that will protect while enhancing their original luminescence and reflectivity.

#### 4.10 Pictorial integration

- a) Integration is one of the final and most important parts of the treatment. It aims at presenting the paintings and its complimentary decorative scheme in a holistic manner while respecting historic, aesthetic and artistic integrity of the work of art.
- b) Aesthetic integration of the painted surface is to be carried out mimetically so as to match the painted surface in its close vicinity.
- c) The conservator will choose a method in which the integration are will be easily identified from close proximity of the painted surface but not from observation at the church's floor level. Pigments of a reversible nature, that are resistant to UV rays and are of a conservation grade material are to be used for pictorial integration. Such interventions are to be carefully documented and reported.

#### 4.11 Final Protection

- a) A final protective layer is to be applied on all the surfaces in order to acquire a general homogenous appearance amongst the painted and sculptural areas. This will also homogenize the areas that have been integrated with the original areas that still retain a particular patina.
- b) The material used, if necessary at all must not contain reflective properties and must respect the matt aspect of the fresco paintings and decoration.

#### 4.12 Final Report

- a) Following the finalization of each one of the sub-activities , namely i) the restoration of the two bays in the main nave, ii) the four pendentives in the main nave and, iii) the restoration of the side chapel dome with its four pendentives, a detailed report including test results, colour photos and graphical documentation has to be compiled for each sub-activity. This shall also give an insight on any discoveries and the interventions carried out during the two projects.
- b) The document will be submitted within ten calendar days following the completion of works of the respective sub-activity. Therefore the Contractor shall submit three final reports which must be approved by the Contracting Authority. The Contractor will undertake necessary amendments to the final report as requested by the Contracting Authority and said amendments need to be done within 5 calendar days from when the Contracting Authority requests these clarifications. Delays in submitting the said reports will result in penalties being applies as outlined in Article 67 of the Special Conditions of Contract.

## **5. General Site Management Practice**

### **5.1 Liaison**

The contractor shall liaise and co-operate with the appropriate Authorities and Contracting Authority, for all matters regarding access, monitoring, third party rights, and similar.

### **5.2 Access**

The contractor shall take all the necessary steps to ensure that the areas external from the works are left clean and tidy during all stages of the work, to the satisfaction of the Client.

### **5.3 Method Statement and Programme of Works**

The Method Statement forms part of the technical offer to be submitted by the bidder. If so requested by the Consultants in Charge, prior to commencement of work, the Contractor shall be required to submit an updated detailed Method Statement together with an updated Programme of Works. The Method Statement shall detail site logistics. The Contractor shall take into account the problems of access into the site.

The works shall be completed within 26 weeks from the commencement date in the contract.

The Programme of Works shall be updated whenever required by the Consultants in Charge, to be in line with the progress of the actual works. The Programme of Works shall be accompanied by sufficient data and information together with all the necessary details of constructional plant, required labour force, etc. Should the Consultants in Charge consider any alteration in or addition to the Programme of Works as submitted, the Contractor shall conform therewith without additional cost.

The submission to and approval by the Consultants in Charge of such Programme of Works or the furnishing of such particulars shall not relieve the Contractor of any of his/her duties or responsibilities under the Contract.

#### 5.4 Housekeeping

Storage areas for materials, plant and construction waste shall be enclosed with secure hoarding; the different areas for materials and waste will also be fenced in for security, for the protection of the public, as well as to reduce, visual impact. Waste shall not be allowed to accumulate on site and should be removed periodically.

#### 5.5 Materials

All materials and methods of work shall be in the form and nature specified herein, to the satisfaction of the Consultants in Charge. All materials and methods (except where otherwise stated) shall conform to the relevant European Standard Specification or its equivalent.

#### 5.6 Clearance of site

During the execution of the works, the Contractor shall keep the site reasonably free from all unnecessary obstruction and shall store or dispose of any Contractor's equipment and surplus materials and clear away and remove from the site any rubbish or temporary works no longer required. On completion of the Works, the Contractor shall clear away and remove from site all Contractor's equipment, surplus material, rubbish and temporary works of every kind, and leave such part of the site and works clean and in a workmanlike condition to the satisfaction of the Consultants in Charge.

#### 5.7 Health and Safety Officer/s

The Contractor shall appoint a Project Supervisor as per Legal Notice 88 of 2018 (or subsequent amendments). The Project Supervisor shall amongst other things implement all regulations and directions given in order to achieve the objectives of the Health and Safety Plan, as well as ensure the certification of scaffolding, hoists and any other equipment/machinery to be used on the site of works as fit for the intended works and immediately submit them to the Contracting Authority.

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

5.8 General Hazards - The following hazards have been identified:

1. Electrocution from buried/overhead electricity services and by electrically powered equipment/ machinery used on site of works;
2. Workers falling from scaffolding, or from heights;
3. Noise and dust production as a result of the works outlined in this document;
4. Workers crushed by collapse of structures and/ or scaffolding;
5. Inhalation of fumes resulting from conservation processes;

The above list is not to be considered as exhaustive and it does not relieve the Contractor of any of his/her duties or responsibilities under the Contract. The Contractor shall be held fully responsible to identify all possible hazards and take necessary mitigation measures.

5.9 Provisions for safe practice

The following provisions shall be made, without limiting, in any way, other provisions that the Contractor may deem necessary in order to render the Site and the Works safe:

1. Where there is an imminent danger to the safety of workers, the Contractor shall take immediate steps to stop the operation and evacuate workers as appropriate;
2. Secure fencing, to prevent unauthorised access to the active work areas;
3. A Notice, giving information on the specific hazards, and on the availability of emergency assistance, shall be clearly displayed in a position such that those working on site can read it as well as those affected by the Site;
5. Escape routes and means of escape shall be kept clear at all times;
7. Special attention shall be given to lifting, slewing and overhead handling operations to avoid public access areas;
8. The Contractor shall take appropriate measures, or shall use the appropriate means, in particular mechanical equipment, in order to avoid the need for the manual handling of loads by workers;
9. All openings through which workers are liable to fall shall be kept effectively covered or fenced and marked in the most appropriate manner;
10. Where natural lighting is not adequate to ensure safe working conditions, the Contractor shall provide adequate and suitable lighting, including portable lighting when appropriate, at the Site of work;
11. Guard-rails and toe-boards shall be provided to protect workers from falling from elevated workplaces; alternatively, adequate safety nets or safety sheets shall be erected, made fast and maintained, or adequate safety harnesses shall be provided and used;
12. Hoist shafts shall be enclosed with rigid panels or adequate fencing at ground level on all sides;
13. The contractor shall be responsible for ensuring that all persons on the Site, whether the Contractor's employees or otherwise, wear the necessary personal protective clothing at all stages;

14. At no time during the execution of the Contract shall the minimum number of Contractor's employees present on site be less than two (2).

15. The Consultants in Charge shall have the right to send away any of the Contractor's employees, or of his Sub-Contractors, or otherwise doing work on the site, if they do not comply with these requirements.

#### 5.10 Fire Outbreak

The Contractor shall take all appropriate measures to:

- a) Avoid the risk of fire;
- b) Control quickly and efficiently any outbreak of fire;
- c) Bring about a quick and safe evacuation of persons.

#### 5.11 Protective Clothing and Equipment

The Contractor shall ensure that his employees are supplied with protective clothing and equipment and any other protective clothing and equipment deemed necessary.

#### 5.12 Storage of Materials

- a) The Contractor shall provide safe, sufficient and suitable storage for flammable liquids, solids and gases such as ethyl silicates and/ or fuels.
- b) Storage areas for flammable liquids, solids and gases shall be rendered secure against trespassers.
- c) Smoking shall be prohibited and "No Smoking" notices or appropriate design and shape shall be prominently displayed in all spaces containing readily combustible or flammable materials.
- d) Combustible material such as scrap wood or plastics, oily/greasy waste, sawdust or packing material shall not be allowed to accumulate in places of work, but should be kept in closed metal containers in a safe place.

#### 5.13 Lifting Equipment

- a) Any lifting gear or equipment intended for lifting shall not be loaded beyond its safe working load or loads as specified by the manufacturer.
- b) No person shall be raised, lowered or carried by a lifting appliance unless it is constructed, installed and used for that purpose, except in an emergency situation.
- c) Every platform or receptacle used for hoisting any loose material shall be so enclosed as to prevent the fall of any of the material.
- d) Any equipment with wheels, placed directly on a platform for raising or lowering, shall be so secured so that they cannot move, and the platform shall be enclosed as necessary to prevent the fall of the contents.

#### 5.14 Personnel

a) The Contractor shall assign workers only to employment for which they are suited by level of qualification, training, age, state of health and skill, and having ensured that the workers are fully aware of any risks to health or hazards connected with the work, and that they are trained in the precautions necessary to avoid accidents or injury to health. Such training shall be given in a language that is understandable to the workers. The training shall be sustained periodically and shall take into account any new or changed risks to the health and safety of the employees concerned.

b) When the use of equipment is likely to involve a specific risk to the health or safety of workers, the Contractor shall take the measures necessary to ensure that: (i) the use of equipment is restricted to those persons given the task of using it, and who have been adequately trained for the specific task; (ii) in the case of repairs, modifications, maintenance or servicing, only competent workers are specifically designated to carry out such work; (iii) all operators of construction equipment shall receive basic training as per Code of Practice provisions; (iv) drivers of heavy machinery shall have followed an approved course in relation to the equipment to be used or driven and be in possession of a valid license.

#### 5.15 Maintenance

All equipment/plant shall be certified to be in a proper working order, and shall be operated by trained personnel.

#### 5.16 Additional Conditions

The Contractor shall provide all the required materials, tools, instruments and equipment necessary to carry out the works on site. The Contractor shall be responsible for his employees and his equipment and will be held responsible for damages, structural or otherwise, caused as a consequence of the works in progress to the surroundings (both public and private property). The work shall not be considered to be complete until cleaning of site is carried out.



### *Reporting Requirements*

**1. Reporting Requirements to be submitted during the progress of works:**

Item	Description
1.1	Inception report at onset of the project
1.2	Full Final report for the conservation of two vault bays in main apse
1.3	Full Final report for the conservation of four pendentives beneath the main dome
1.4	Full Final report for the conservation of the chapel dome for St. Crispin and Crispinian

The deadline for submission of the respective report are outlines in Article 67 of the Special Conditions including any applicable penalties due to delay in submission of said 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.