REFERENCE NUMBER: **PA5/0102/18**

WORKS TENDER FOR THE RESTORATION OF ARTISTIC WORKS AT ST GEORGE'S BASILICA, VICTORIA, GOZO

Date Published:	**2nd July 2018**	
Deadline for Submission:	**7th August 2018**	**at 10:30am CEST**
Tender Opening:	**7th August 2018**	**At 11:00am CEST**

Bid Bond requirements for this tender: *Not Applicable*

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: 76.61% European Union; 23.39% National Funds

IMPORTANT

KURA Association
c/o Gozo Diocese
Bishop's Chancery Republic Str,
Victoria Gozo VCT 1000
Tel: 356 21551211
Email: kura.diocese.gozo@gmail.com

http://gozodiocese.org/tenders/

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SECTION 1 – INSTRUCTIONS TO TENDERERS

1. General Instructions

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

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

Prospective tenderers must submit their offer by depositing it in the tender box, located at KURA Association, c/o Gozo Diocese, Bishop's Chancery, Republic Street, Victoria Gozo VCT 1000. 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 or CD. Tender reference number and tender title must be clearly indicated on the sealed bid. Prospective tenders take full responsible to submit their offer by the set tender submission deadline.

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

1.2 The subject of this tender is:

- Restoration of two (2) large paintings by Francesco Zahra.
- Restoration of eight (8) paintings by GiamBattista Conti.
- Restoration of internal decorations of dome.

1.3 The place of acceptance of the works shall be St George's Basilica, Victoria, Gozo, the time-limits for the execution of the contract shall be 52 weeks, and the INCOTERM^{2010} applicable shall be **Delivery Duty Paid (DDP).**

1.4 This is a unit-price contract.

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

1.6 The beneficiary of this tender is KURA Association.

1.7 This tender is a reserved contract.

2. Timetable

2.

	DATE	TIME
Clarification Meeting/Site Visit (Refer to Clause 6.1)	N/A	N/A
Deadline for request for any additional information from the NGO **Clarification requests should be addressed to: *NGOs e-mail address***	23rd July	17.00
Last date on which additional information can be issued by the NGO	30th July	20.00
Deadline for submission of tenders/Tender opening session (unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering for NGOs)	7th August 2018	10.30
* All times Central European Time (CET) / Central European Summer Time (CEST) as applicable		

3. Lots

3.1 This tender is not divided into lots, and tenders must be for the whole of quantities indicated. Tenders will not be accepted for incomplete quantities.

4. Variant Solutions

4.1 Variant solutions are not permissible.

5. Financing

5.1 The project is *co-financed* by the European Union/Government of Malta, in accordance with the rules of Operational Programme I, 2014-2020 programme.

5.2 The Contracting Authority of this tender is the KURA Association.

6. Clarification Meeting/Site Visit/Workshop

6.1 No Clarification meeting will be held for this tender.

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

7. Selection and Award Requirements

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

(A) Eligibility Criteria

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

(ii) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment by completing and submitting the form with title Statement on Conditions of Employment.

Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment by completing and submitting the form with title Statement on Conditions of Employment. Please also attach the minimum hourly workers' costs involving the provision of the employees' services. (Note 2)

(iii) Power of Attorney (if applicable) (Note 2)

(iv) Information re Joint Venture/Consortium

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

(i) Declaration concerning exclusion grounds
(ii) Declaration concerning *Selection Criteria*

(C) Technical Specifications

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

1) **Key Personnel** (Note 2) The Key Personnel that the Contractor must deploy for this project are:

a. A **Qualified Conservator- Restorer** must be in possession of a

degree in the conservation and restoration of canvas paintings at MQF level 6 from a recognised University. S/he will be resident conservator /restorer on site during the works taking place onsite itself. S/he will be responsible for the works - to oversee and co-ordinate the works with the Project Manager of the Contracting Authority in charge of the project. He or she shall act as a single point contact for the duration of works;

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

b. A **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;
c. A **Structural Engineer** – to be in possession of an Architect and Civil Engineer warrant (Warrant Number to be declared) or shall hold an approval of Temporary Service by the 'Board Tal-Warrant tal-Periti' of Malta for the provision of civil engineering services in Malta. Proof of compliance to this requirement is to be provided along with the Key Expert Form. The Structural Engineer will assume all the responsibility in terms of the legal obligations as arising under Maltese law;
d. A **Health and Safety Officer**

2) **A Graphic Work Schedule** (Gantt Chart) (Note 3) of the proposed works that will be carried out taking into account the Execution Period of this tender which is of 52 weeks from Order to Start Works. The Schedule should be broken down according to the proposed phases of work and related actions. The Graphic Work Schedule shall be approved by the Contracting Authority.

3) A **Construction Management Plan** (Note 3) including details of the site logistics to be undertaken by the Contractor and a preliminary risk-assessment are to be submitted. These shall include inter-alia;

- Information on the strategy to be adopted by the Contractor to ensure access in St George's Square taking into consideration the various limiting factors of the site and how to cause the least disruptions to the parishioners and customers in the Square.
- Details on the erection of Scaffolding including loadings and design supports. Given the sensitive nature of the Basilica, the location of the bases shall be approved by the Contracting Authority although responsibility for soundness and safety of the scaffolding rests entirely with the Contractor.
- Measures to ensure that during the execution of the works no nuisances such as dust emissions and noise which would disrupt the daily functions of the church are present.
- Measures to ensure safety of both workers working on the project as well as persons frequenting services in the Basilica during the execution of all phases of the works.

Notwithstanding the approval by the Contracting Authority of this programme of works, the full responsibility for the execution of works and safety shall rest entirely with the Contractor as per Tender conditions.

4) **'Organisation and Methodology'** Report (Note 3) which is to include but not limited to the following:

- An outline of the objectives, methodology to be used,

assumptions, risks and results to be achieved

- A preliminary assessment and documentation of the present state of conservation of the works to be restored under this tender. It is to be supported by a historic note, photographs, etc.
- Proposal of the scientific analysis needed before commencing works.
- Preliminary investigation of past interventions
- Detailed proposal of the intervention to be carried out, methodologies to be adopted for the execution of these works, techniques and materials to be used.

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

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

(D) Financial Offer

(i) The Tender Form and Tenderer's Declaration are to completed and submitted with the offer. (Note 3)

(ii) A financial offer is to be submitted by filling in Bill of Quantities, and is to be calculated on the basis of **Delivered Duty Paid (DDP)**[2010] **(Grand Total)** for the works tendered. (Note 3)

Notes to Clause 7:

1. *Tenderers will be requested to clarify/rectify, within five (5) working days from notification, the tender guarantee only in the following circumstances: either incorrect validity date, and/or incorrect value. Rectification is subject to a non-refundable administrative fee of €50.*
2. *Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five working days from notification. Rectification is subject to a non-refundable administrative fee of €50.*
3. *No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

8. Tender Guarantee (Bid bond)

8.1 No tender guarantee (bid bond) is required.

9. Criteria for Award

9.1 The sole award criterion will be the price. The contract will be awarded to the tenderer submitting the cheapest priced offer satisfying the administrative and technical criteria.

SECTION 2 – EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

Part **X** of the Public Procurement Regulations

270. Any tenderer or candidate concerned, or any person, having or having had an interest or who has been harmed or risks being harmed by an alleged infringement or by any decision taken including a proposed award in obtaining a contract, a rejection of a tender or a cancellation of a call for tender after the lapse of the publication period, may file an appeal by means of an objection before the Review Board, which shall contain in a very clear manner the reasons for their complaints.

271. The objection shall be filed within ten calendar days following the date on which the NGO has by fax or other electronic means sent its proposed award decision or the rejection of a tender or the cancellation of the call for tenders after the lapse of the publication period.

272. The communication to each tenderer or candidate concerned of the proposed award or of the cancellation of the call for tenders shall be accompanied by a summary of the relevant reasons relating to the rejection of the tender as set out in regulation 242 or the reasons why the call for tenders is being cancelled after the lapse of the publication period, and by a precise statement of the exact standstill period.

273. The objection shall only be valid if accompanied by a deposit equivalent to 0.50 per cent of the estimated value set by the NGO of the whole tender or if the tender is divided into lots according to the estimated value of the tender set by the NGO for each lot submitted by the tenderer, provided that in no case shall the deposit be less than four hundred euro (€400) or more than fifty thousand euro (€50,000) which may be refunded as the Public Contracts Review Board may decide in its decision.

274. The Secretary of the Review Board shall immediately notify the Director and/or the NGO as the case maybe that an objection had been filed with his authority thereby immediately suspending the award procedure.

275. The NGO involved, as the case may be, shall be precluded from concluding the contract during the period of ten calendar days allowed for the submission of appeals. The award process shall be completely suspended if an appeal is eventually submitted.

276. The procedure to be followed in submitting and determining appeals as well as the conditions under which such appeals may be filed shall be the following:

(a) any decision by the General Contracts Committee or the Special Contracts Committee or by the NGO shall be made public by affixing it to the notice-board of the same NGO as the case may be or by uploading it on Government's e-procurement platform prior to the award of the contract if the call for tenders is administered by the NGO;
(b) the appeal of the complainant shall also be affixed to the notice-board of the Review Board and shall be communicated by fax or by other electronic means to all participating tenderers;

(c) the NGO and any interested party may, within ten calendar days from the day on which the appeal is affixed to the notice-board of the NGO and uploaded where applicable on the Government's e-procurement platform, file a written reply to the appeal. These replies shall also be affixed to the notice-board of the Review Board and where applicable it shall also be uploaded on the Government's e-procurement platform;

(d) within three working days of the publication of the replies, the Secretary of the Review Board shall prepare a report (the Analysis Report) analysing the appeal and any reply to it. This report shall be circulated to the persons who file an appeal and to all parties who submitted a reply to the appeal;

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

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

(g) When the oral hearing is concluded, the Public Contracts Review Board, if it does not deliver the decision on the same day, shall reserve decision for the earliest possible date to be fixed for the purpose, but not later than six weeks from the day of the oral hearing:
Provided that for serious and justified reasons expressed in writing by means of an order notified to all the parties, the Public Contracts Review board may postpone the judgment for a later period.

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

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

SECTION 3 – SPECIAL CONDITIONS

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

2.2 The language used shall be English.

Article 3: Order of Precedence of Contract Documents

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

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

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

Article 4: Communications

4.1 KURA Association
c/o Gozo Diocese
Bishop's Chancery Republic Str,
Victoria Gozo VCT 1000
Tel: 356 21551211
Email: kura.diocese.gozo@gmail.com

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

Article 5: Supervisor and Supervisor's Representative

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

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

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

Article 6: Assignment

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

Article 8: Supply of Documents

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

Article 9: Access to Site

9.1

In addition to sub clause 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 Victoria Local Council whenever access to St George's Square 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 all or part of the works being carried out in order not to disturb any official function or activity held as indicated by the Contracting Authority. The contractor will be notified of such suspension of works at least 48 hours in advance and will not be eligible for compensation 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.
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 methods of construction. 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 Article 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.

11.20 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 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. For works carried on site, the daily opening hours of St George's Basilica are from 5.00am till 8.00pm. Works may be carried out during these opening hours whilst ensuring that the minimum inconvenience and disruption is caused to the congregation. If any liturgical celebration takes place during the above mentioned opening hours, the contractor may be instructed not to affect any work that may cause distraction to the congregation.

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 these fall within the overall scope of the Contract.

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

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

11.23 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

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

11.25 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.

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

11.27 The Contractor shall ensure that all the materials are recognised and reversible, and according to the method statement approved by the Contracting Authority unless otherwise specified and subject to the Contracting Authority's approval. The workmanship is to be of first class character, and the degree of finish such as the Contracting Authority shall require.

11.28 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.

11.29 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.

11.30 Each trade is to make good after itself and provision for such work shall be made in respective rates.

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 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.

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

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

Should the paintings be restored off-site transport, packing and insurance for transport to and from St George's Basilica will be provided by the Contractor.

Should the painting be restored 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 52 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/Diagrams

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

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.

18.1 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.

18.2

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.

Article 30: Patents and Licences

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

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

The Contractor shall not have the right to representation, including photographs, models and other material concerning the project with the Contractor's promotional and/or professional material/social media without the prior consent in writing of the Contracting Authority.

Article 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 52 weeks.

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

Article 33 Extension of the Period of Execution of Tasks

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

Article 34: Delays in Execution

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

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

Article 35: Modification to the Contract

35.8 The Contracting Authority has a right to increase or reduce works of a similar nature by a maximum of 20% of the contract value which have become necessary for the purpose of achieving the scope of the contract. These inter alia include the detection of unidentified works evident only once the interventions have commenced such as the repetition of restorative works

35.9 The Contracting Authority will have the right to instruct additional works up to a maximum of 20% of the contract value which have become necessary for the purpose of achieving the scope of the contract. Such works would be resulting from close inspection of works accessible only upon erection of scaffolding or exposed during the course of works. These inter alia include works evident only once the interventions have commenced and which result in alternative restoration intervention works to those originally envisioned in the contract.

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

35.12 The provisions provided for in Article 35.12 of the General Conditions shall not be applicable to

this contract.

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

Article 37 Works 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 Origin

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

Article 43: Payments: General Principles

43.1 Payments will be made in Euro.

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

Payment Schedule		
Pre-financing Payment	As per 44.1 of Special Conditions	20% of contract value
Interim Payments	After completion of all works as approved by the Contracting Authority	*40% of the contract value carried out and certified.*
	Following submission of the final report and upon approval by the Contracting Authority of the final report	*35% of the contract value carried out and certified.*
Retention Monies (against a guarantee)	As per payment schedule in Clause 45.2 of the Special Conditions	5% of contract value

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

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

43.3 As per General Conditions

Article 44: Pre-financing

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

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

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

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

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

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

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

▫ With every 50% of the pre-financing amount being amortised, the Contracting Authority shall authorize the relevant financial institution to release theequivalent 50% from the pre-financing guarantee granted in terms of Article 44.3 of these Special Conditions. Thus, the pre-financing guarantee shall decrease proportionately throughout execution of the contract.

Article 45: Retention Monies

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

Article 46: Price Revision

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

46.3 As per General Conditions

Article 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 December 2020.

Article 56: Partial Acceptance

56.2 The Contracting Authority will issue partial provisional acceptance upon completion of full works on the structure envisioned within the contract and not upon completion of works on parts of the structure envisioned within the contract.

56.3 The maintenance period shall run from the date of the Provisional Acceptance Certificate issued as per Article 57.

Article 57: Provisional Acceptance

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

Article 58: Maintenance Obligations

58.1 Further to the provisions of Article 58 of the General Conditions, the contractor shall guarantee that works carried out on the outbuildings through works specified in this tender document are adequately maintained for a period of 24 months from issuing of the Provisional Acceptance Certificate. The Contractor shall be responsible for remedying, at his expense, defects and damages during this period as specified in the General Conditions.

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

has expired.

Article 66: Dispute Settlement by Litigation

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

a) either a ruling from a national court, or

b) an arbitration ruling, in the case where the parties, i.e. the Contracting Authority and the Contractor, by agreement decide to refer the matter to arbitration.

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

4.1 General Clauses

4.1.1 The works to be restored through this tender consist of the restoration/conservation of the following works in St George's Basilica, Victoria Gozo.

a. Two paintings 'The Martyrdom of St George' and 'St George in front of Emperor' by Francesco Zahra measuring 285 x 312 cm and their respective gilded cornices and sculptural decorations.
b. Eight paintings by GiamBattista Conti and decorative stucco works in the dome.

4.1.2 Restoration and conservation works are to be carried out on the paintings mentioned above and the respective decorative features including cornices and stucco works with the aim to clean, remove foreign materials and unstable structures, consolidate and where not possible replace any unstable structures, restore and conserve and revive their aesthetic appearance using reversible materials.

4.1.3 Works on the two Zahra paintings and their respective cornices as well as on the dome shall be carried out simultaneously. Contractor should liaise with Contracting Authority with regard to the programme of works to ensure coordination and avoid disruption of liturgical services

4.1.4 The restoration project shall be carried out according to internationally recognized standards as established by ECCO (European Confederation of Conservators – Restorers Organization) or an equivalent recognised entity/institution.

4.2 Key Experts

4.2.1 Head restorer on site must be in possession of a degree at MQF level 6 from a recognised University in the restoration of canvas painting from a recognised institution in the field of restoration. He/she shall be responsible for the execution of the day to day restoration works assigned to him/her and be highly experienced in the materials and subject matter s/he is responsible for during this project. During the works on site, the head restorer must be the resident restorer.

4.2.2 A Conservation scientist must be in possession of a degree MQF level 6 in conservation who will be responsible to take the samples and carry out analysis and present a detailed report with the interpretation of all samples.

4.2.3 A Structural Engineer - to be in possession of an Architect and Civil Engineer warrant (Warrant Number to be declared) or shall hold an approval of Temporary Service by the 'Board Tal-Warrant tal-Periti' of Malta for the provision of civil engineering services in Malta. Proof of compliance to this requirement is to be provided along with the Key Expert Form. The Structural Engineer will assume all the responsibility in terms of the legal obligations as arising under Maltese law.

4.2.4 Health & Safety Officer as per clause 3.6 of the Special Conditions.
The contractor shall be required to appoint an Occupational Health and Safety Competent Person, appointed in accordance with the Occupational Health and Safety Authority Act, (Chap. 424 of the Laws of Malta). The Health and Safety Competent Person shall be responsible for the preparation of a Risk Assessment of the Site and the proposed works, for the preparation and administration of the Health & Safety Plan, and for the co-ordination of the construction of scaffolding/ restoration process/ in order to achieve the objectives of the Health and Safety Plan. It may be required that the Health and Safety Plan be submitted for approval by the Occupational Health and Safety Authority, in which case any comments, for amendments, that the Authority may deem necessary, shall be taken on board without additional cost to the Contracting Authority.

The appointed Health and Safety Competent Person is to fulfil the role of Project Supervisor in relation to Health and Safety matters for the Design and Construction/ Execution stage in terms of LN281/2004 as stipulated in the Construction Notification Form of the OHSA.

Restoration assistants (non-key experts) under the charge of the head restorer must be qualified and have sufficient experience in the specific subject matter and materials in connection with this restoration project.

Prior to commencing the works a copy of the Curriculum Vitae of all non-key expert restorers/workers is to be deposited within the office of the Contracting Authority for approval. Key experts will be assessed throughout the tender evaluation process. No restorer/worker is to conduct any work whatsoever without the approval of the Contracting Authority or its delegate.

4.3 Deliverables

The restoration and conservation project shall begin with and include the following actions:

a. Preparation of a preliminary report of the current state of the works in situ to be restored/conserved through this project. The report is to record the current state of conservation and record all types of deterioration/damage visible on the works as well as past interventions and manufacturing techniques. The report shall also set out a restoration and conservation treatment proposal.
b. Erection of scaffolding
   The contractor shall be responsible for the erection of scaffolding both for the restoration of the Francesco Zahra paintings as well as for the dome.
   i. Scaffolding erected should be certified by a structural Engineer who should issue a certification that the scaffolding erected is suitable for the execution of works covered by this tender.
   ii. Given the sensitive nature of the site and being a place of worship, the contractor should ensure that the scaffolding material is clean, free from dust and paint droppings and corrosion.

iii. Proper netting material of dark colour is to cover all the structure so that nothing would be visible from the outside.
iv. During erection and dismantling of scaffolding, contractor is to take all precautionary measures and have adequately trained personnel to avoid any damage to any part of the church including its furnishings, decorations and works of art.
v The contractor should liaise with the Contracting Authority and agree on dates when scaffolding may be erected or dismantled so as to avoid disruptions to liturgical services in the Church.
Vi. Any damage caused to the church structure, furnishings, decorations or works of art by the contractor or any of his employees is to be made good by the Contractor. As per clause 11.32 of the Special Conditions.

4.4 **Conservation treatments of the two Francesco Zahra paintings and their decorative cornices shall include:**

a. Dismantling of paintings
b. Preliminary documentation on site of the paintings from front and reverse and of the decorative cornices before restoration.
c. General consolidation of paint layer through facing to protect the pictorial layer whilst working on reverse side.
d. Packing and transportation to contractor's laboratory.
e. Removal of facing
f. Sampling for scientific analysis including photographic documentation and examination under normal rakin, UV light and Infra Red reflectography.
g. Surface removal of dust and dirt by brush and low pressure vacuum.
h. Removal of old strainer frame.
i. Removal of any previous restoration interventions from the original canvas e.g. patchwork and re-lining if present.
j. Removal of any presence of organic adhesive from the original canvas.
k. Relaxation treatment on the original canvas by the application of controlled humidity and heat under low pressure vacuum table in order to remove any deformations in the canvas such as strainer marks.

l. Application of a stable and reversible consolidant on the canvas in order to regenerate its fibres
m. Mending and repair with inlays of any tears and punctures in the original canvas.
n. Application of strip lining or lining as necessary in order to strengthen the original canvas.
o. Re-stretching of canvas on modified strainer or on a new stretcher frame and correct its tension according to current environmental conditions.
p. Removal of facing.
q. Removal of previous retouching and over-painting.
r. Removal of any old unstable gesso.
s. General consolidation treatment to reduce the high cupping of paint.
t. Removal of varnish layers.
u. Infilling of losses and levelling.
v. Application of a retouching varnish in order to separate the retouching from the original oil paint film.
w. Colour integration: retouching and integration is to be carried out using the *tratteggio* technique (for losses where the image may be reconstructed) and mimetic technique (for small well identified losses) Re-integration is to be done using reversible materials and techniques – watercolours and varnish colours.
x. Application of a stable and non-yellowing protective varnish coating to achieve a homogeneous semi-matte finish to further protect the painting from UV radiation.
y. Re-installation of painting in frame in a manner where the frame remains detached from the surface of the painting.
z. Carry out any other work not listed above which the conservator determines as necessary for the restoration and conservation of the paintings.

4.4.1 Strainer

a. Disinfestation of strainer frame.
b. Structural repairs and any modifications that are considered necessary to the original strainer frame (e.g. making it expandable and making it bevelled.
c. If strainer frames cannot be modified or are not considered adequate to better preserve the painting, then new stretcher frames, expandable and with stainless steel devices will have

to be constructed.

4.4.2 Cornices and sculptural decorations

a. Disinfestation and elimination of micro-organisms.
b. Cleaning of gilded surface.
c. Fixing of broken or damaged parts.
d. Infilling of losses.
e. Retouching where necessary using original technique and gold leaf.

4.4.3 Documentation

a. Final photographic documentation.
b. Conservation report.

4.5 **Conservation treatments of the eight Giambattista Conti paintings and their decorative cornices in the cupola shall include:**

a. Preliminary documentation of the state of conservation of paintings and stucco decorations to identify techniques and materials used
b. Study the particular environmental conditions of the cupola and recommend adequate measures to ensure better conservation of works of art inside the cupola complex.

4.5.1 Paintings

a. Cleaning tests.
b. Cleaning of paintings including the removal of oxidised varnish.
c. Application of adhesives/consolidants where adhesion and cohesion in the structures is missing.
d. Infilling of losses.
e. Colour integration where required. Re-touching and integration is to be carried out using the *tratteggio* technique (for losses where the image may be reconstructed) and mimetic technique (for small well identified losses) Re-integration is to be done using reversible materials and techniques – watercolours and varnish colours.
f. Application of protective coating: this is to be a mix of gloss

and matt varnish to further protect the painting from UV radiation.

g. Carry out any other work not listed above which the conservator determines as necessary for the restoration and conservation of the paintings.

4.5.2 Stucco

a. Carry out tests on stability of stucco and adhesion to main structure
b. Cleaning tests
c. Cleaning of polychromy and gilding from extraneous material
d. Application of adhesives / consolidants to glue and consolidate areas where adhesion and cohesion in the structures is missing.
e. Replacement of original stucco with new should be kept to the minimum possible.
f. Any lacunae in the decoration of the cupola are to be treated to make the whole look unified and presentable
g. Where necessary apply a new protective layer.

4.5.3 Stained Glass windows

a. General assessment of the structural frames of the windows.
b. Replacement of any broken glass with similar material and matching colours.
c. Treatment as required of the metal frames of the windows.
d. Carry out any other work not listed above which the conservator determines as necessary for the restoration and conservation of the stained glass windows.

4.5.4 Documentation

The documentation shall consist of

a. a **preliminary documentation report** of the state of conservation of the artefact including photographic documentation to be delivered before any restoration interventions is carried out;

b. the **final restoration report** including photographic documentation and scientific analysis as outlined in the Scope of Works, to be furnished by the Contractor within four (4) weeks of the first consignment of the work to which they refer;

c. two hard copies of the final report are to be submitted and one in digital format. Payment will not be made by the Contracting Authority until the Final report, such written and photographic documentation, descriptions or other literature have been furnished to the satisfaction of the Contracting Authority. Payment will be issued only after the Contracting Authority approves the Final Report;

d. all the above-mentioned reports will include items as outlined in Scope of Works as required by the Contracting Authority;

e. All the above-mentioned reports, documentation and all descriptions or other literature specified shall be in English.

SECTION 5 – SUPPLEMENTARY DOCUMENTATION

5.1 – Draft Contract Form

5.2 – Glossary

5.3 – Specimen Performance Guarantee

5.4 – Specimen Tender Guarantee

5.5 – Specimen Retention Guarantee

5.6 – General Conditions of Contract

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.