



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

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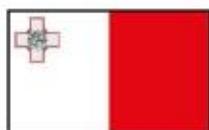
TENDER FOR THE CONSERVATION- RESTORATION OF TWO PAINTINGS LOCATED WITHIN THE CHURCH OF THE IMMACULATE CONCEPTION, MSIDA

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

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Tender Opening: 30/11/2022 At 09:00am 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



IMPORTANT

Clarifications shall be uploaded and will be available to view/download from
www.church.mt/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 Rules Governing Tenders for NGOs.

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

Prospective tenderers must submit their offer by depositing it in the tender box, located at *Fondazzjoni għall-Patrimonju Kulturali ta' l-Arcidiocesi ta' Malta, Archbishop's Curia, St Calcedonius Square, Floriana FRN 1535 MALTA*. Any references in the tender document or tender forms to uploading of tender documentation and forms is to be ignored. Tenderers must submit one original tender offer as well as a soft copy on a USB (soft copies of the tender offers submitted on CD are strictly not acceptable). It is important that the full tender bid package is provided in soft copy given that due to Covid 19 pandemic, utilisation of the soft copy will be highly required throughout the evaluation process. Tender reference number and tender title must be clearly indicated on the sealed bid. Prospective tenderers take full responsible to submit their offer by the set tender submission deadline.

**Note:**

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

The Estimated Procurement Value for this Call for Tenders has been based on comprehensive research including appropriate financial analysis. In the context of this procurement, the Estimated Procurement Value, based on market research, is that of €30,000 excluding VAT.

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

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

- 1.2 The subject of this tender is the Conservation-Restoration Works of two (2) paintings at the Church dedicated to the Immaculate Conception, Msida, Malta.

Depiction and measurements of the artworks:

- 1) Holy Family (160cm by 155cm); and
- 2) Pietà (160cm by 156cm).

Based on stylistic grounds, both paintings appear to have been executed during the 18<sup>th</sup> century. The artist is unknown and further study is required for attribution.

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- 1.3 The place of acceptance of the services shall be the Archdiocese of Malta, Pjazza Kalcidonju, Floriana, the time-limits for the execution of the contract shall be twenty (20) weeks, and the INCOTERM<sup>2020</sup> applicable shall be **Delivery Duty Paid (DDP)**.
- 1.4 This is a fee-based contract.
- 1.5 This call for tenders is being issued under an open procedure.
- 1.6 The beneficiary of this tender is *Fondazzjoni għall-Patrimonju Kulturali ta' l-Arcidiocesi ta' Malta*.
- 1.7 This tender is not a reserved contract.

## 2. Timetable

2.

|                                                                                                                                                                                                                                                                                                                                                               | DATE       | TIME  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------|
| Clarification Meeting/Site Visit (Refer to Clause 6.1)                                                                                                                                                                                                                                                                                                        | N/A        | N/A   |
| Deadline for request for any additional information from the NGO<br><br>Clarification requests should be addressed to: NGOs e-mail address <a href="mailto:fond.pkam@gmail.com">fond.pkam@gmail.com</a>                                                                                                                                                       | 11/11/2022 | 17:00 |
| Last date on which additional information can be issued by the NGO                                                                                                                                                                                                                                                                                            | 21/11/2022 | 17:00 |
| Deadline for submission of tenders<br>(unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering for NGOs)                                                                                                                                                                                                                   | 28/11/2022 | 09:00 |
| Tender Opening<br><br>Due to the Covid-19 Pandemic tender opening session will take place 30/11/2022 and general public will not be allowed to attend physically. Tenderers are to leave their email address when submitting the tender and a TEAMS invitation will be sent to the bidders to connect should they wish to witness the tender opening session. | 30/11/2022 | 09:00 |

\* All times Central European Time (CET) / Central European Summer Time (CEST) as applicable

## 3. Lots

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

## 4. Variant Solutions

- 4.1 Variant solutions are not permissible.

## 5. Financing

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

- 5.2 The Contracting Authority of this tender is *Fondazzjoni għall-Patrimonju Kulturali ta' l-Arcidiocesi ta' Malta*.

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

- 6.1 No clarification meeting/site visit is planned.

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

## **7. Selection and Award Requirements**

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

### **(A) Eligibility Criteria**

- (i) No Bid Bond is required. <sup>(Note 1)</sup>
- (ii) Declare agreement, conformity and compliance with the General Rules Governing Tenders for NGOs. <sup>(Note 2A)</sup>
- (iii) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment by completing and submitting the form with title Statement on Conditions of Employment. <sup>(Note 2A)</sup>
- (iv) Power of Attorney (if applicable) <sup>(Note 2A)</sup>
- (v) Information re Joint Venture/Consortium <sup>(Note 2A)</sup>

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

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

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

- (i) Tenderer's Technical Offer in response to specifications. Tenderer's Technical Offer shall constitute the following:

#### **1. KEY EXPERTS:** <sup>(Note 2A)</sup>

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

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

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

Duties: He/she will be responsible for the works, to oversee and co-ordinate the works with the supervisor of the Contracting Authority in charge of the project. He/ she shall act as a single point contact for the duration of works.

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

**RATIONALE**

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

**STRATEGY**

- Preliminary assessment for each painting which is to include:
  - a) manufacturing technique;
  - b) past restoration treatments; and
  - c) state of conservation.

An outline of the approach proposed for contract implementation - Treatment proposal for the paintings, the treatments and materials that are most likely to be considered for the paintings of The Holy Family and Pieta'. The treatment for the respective painting must be in line with the tender specifications in Section 4 of this tender document and as listed in the financial offer form.

- Proposal and justification of scientific investigations for each painting.

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

- A gantt chart of a programme of works of not more than 20 weeks. 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.

**4. MATERIALS USED**

- Confirmation that the materials to be used comply with the Specifications in Section 4 of the Tender.

- (ii) **Literature** as per Form marked 'Literature List' to be submitted with the Technical offer at tendering stage. The bidder is asked to clearly specify all materials proposed for each separate intervention listed below (Item 1.1 - 1.9). The bidder must submit the technical specification for each material proposed for items 1.1 - 1.9 (and not just a list of materials). All product/materials used are to be eco friendly and least hazardous to the conservator-restorer. All materials should be approved for conservation and restoration, following the latest research in the field.

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

- (iii) Samples as per section in Form marked 'Literature List' maybe requested during the evaluation stage to supplement the technical offer submitted. If requested, the Samples must be submitted within 5 working days of being notified to do so. *Not applicable for this tender.* (Note 3)

#### **(D) Financial Offer**

- (i) The Tender Form and Tenderer's Declaration are to completed and submitted with the offer. (Note 3)
- (ii) A financial offer is to be submitted by filling in **Financial Bid Form** and is to be calculated on the basis of **Delivered Duty Paid (DDP)<sup>2020</sup> (Grand Total)** for the **services** tendered. (Note 3)

#### **Notes to Clause 7:**

1. Tenderers will be requested to clarify/rectify, within five (5) working days from notification, the tender guarantee only in the following four circumstances: incorrect validity date, and/or incorrect value, and/or incorrect addressee and incorrect name of the bidder. Rectification in respect of the Tender Guarantee (Bid Bond) is free of charge.

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

B) Tenderers will be requested to rectify/submit only missing documents within five (5) working days from notification. No changes to the information provided in the Literature submitted will be allowed. Literature submitted shall be rectifiable only in respect of any missing information. All Rectifications are free of charge.

3. No rectification shall be allowed. Only clarifications on the submitted information may be requested.

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

### **8. Tender Guarantee (Bid bond)**

- 8.1 No tender guarantee (bid bond) is required.

### **9. Criteria for Award**

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

## SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

### Part X of the Public Procurement Regulations

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

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

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

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

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

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

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

- (a) any decision by the General Contracts Committee or the Special Contracts Committee or by the NGO shall be made public by affixing it to the notice-board of the same NGO as the case may be or by uploading it on Government's e-procurement platform prior to the award of the contract if the call for tenders is administered by the NGO;
- (b) the appeal of the complainant shall also be affixed to the notice-board of the Review Board and shall be communicated by fax or by other electronic means to all participating tenderers;
- (c) the NGO and any interested party may, within ten calendar days from the day on which the appeal is affixed to the notice-board of the NGO and uploaded if/where applicable on the Government's e-procurement platform, file a written reply to the appeal. These replies shall also be affixed to the notice-board of the Review Board and where applicable it shall also be uploaded on the Government's e-procurement platform;
- (d) within three working days of the publication of the replies, the Secretary of the Review Board shall prepare a report (the Analysis Report) analysing the appeal and any reply to

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

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

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

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

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

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

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

## SECTION 3 - SPECIAL CONDITIONS

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

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

### Article 2: Notices and Written Communications

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

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

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

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

### Article 5: Supply of Information

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

### Article 6: Assistance with Local Regulations

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

## Article 7: Obligations of the Contractor

7.12

The Contractor shall, within 15 calendar days of receipt of the contract, sign and date the contract and return it together with a copy of the Performance Guarantee. The Contractor is further obliged to forward the original performance guarantee to the Contracting Authority. The Contract will not be endorsed by the Contracting Authority/Central Government Authority until the performance guarantee is submitted. The amount of the guarantee shall be 4% where the amount of the total contract value is between €10,000 and €500,000 ex VAT, and 10% where the amount of the total contract value is €500,001 or above.

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

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

## Article 13: Medical, Insurance and Security Arrangements

13.2

Without any prejudice to the provisions of Article 13.3a, b & c the General Conditions, the contractor is required to insure for the whole duration of the contract against risk of damage to the historic fabric of the artistic works being restored through this contract for the amount of €20,000 per accident per painting, with the number of occurrences unlimited.

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

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

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

Should the artefacts 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.

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

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

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

#### **Article 14: Intellectual and Industrial Property Rights**

**14.3** Further to the provisions of Article 14 of the General Conditions to the Contract all reports, documentation, software files, photographs, video footage, information, data, scientific analysis (organic and non-organic analysis) and any other information whatsoever collected by the Contractor shall be the intellectual property of the Contracting Authority. Copyright shall vest exclusively with the Contracting Authority.

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

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

#### **Article 15: Scope of the Services**

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

#### **Article 16: Personnel and Equipment**

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

#### **Article 18: Execution of the Contract**

**18.1** The period of performance of this contract shall be 20 weeks from the Commencement indicated in the Order to Start Works. The Commencement Date for this contract shall be 1 week from the Order to Start Works. The order to start works will not be issued later than two (2) months from the last date of signature shown on contract.

No works however will be allowed to commence unless the Contractor has furnished the Contracting Authority with a certified true copy of the Insurance Policy together with the performance guarantee.

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

### Article 19: Delays in Execution

- 19.2 Any delay in performance from the approved programme of works for this contract, will be charged 0.2% of the contract value per calendar day of delay up to a maximum of 20% of the contract value.

Upon reaching the maximum penalty, the Contracting Authority reserves the right to terminate the contract and seek the services of a third party for the completion of works. The Contracting Authority will seek compensation from the Contractor for costs incurred for the engagement of and provisions of services of a third party contractor.

### Article 20: Amendment of the Contract

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

### Article 24: Interim and Final Progress Reports

- 24.1 Further to the provisions of the General Conditions and prior to initiating the conservation-restoration intervention of the paintings, the Contractor must submit an inception report for each painting within two (2) weeks from the order to start works. The inception report will be reviewed by the Contracting Authority's supervisor and the Contractor will undertake any revisions that the Contracting Authority deems necessary.

Furthermore, the Contractor must submit a final report after completion of the conservation and restoration works on each painting (one report for each painting) listed in this contract. This respective final report for the restoration of the respective painting must contain all information on the work carried out on each painting as described in the Terms of Reference and must be submitted within two (2) weeks from completion of works on the paintings, to be reviewed and approved by the Supervisor appointed by the Contracting Authority. Timeframes are stipulated in the Terms of Reference.

### Article 26: Payments and Interest on Late Payment

- 26.1 This is a fee-based contract.
- The payments will be made according to the following schedule, subject to the provisions of Articles 28 to 33 of the General Conditions:

| Narrative | Percentage (%) |
|-----------|----------------|
|-----------|----------------|

|                          |                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Inception Report Payment | 20% of the contract value against submission of an inception report for each painting and following approval by the Contracting Authority. Only one payment will be issued for both inception reports.                                                                                                                                                                         |
| Interim Payments         | 75% of the contract value. Each interim payment to be issued following completion of works on each painting as specified in the Terms of Reference. A payment of 75% of figure quoted in the Contractor's financial bid for the respective painting will be issued once the respective painting is completed. Therefore, two payments - one for each painting, will be issued. |
| Balance                  | 5% retention money to be released against submission of an equivalent retention guarantee and submission and approval of the respective final report for the respective painting as specified in the Terms of Reference. One payment of 5% of the contract value will be issued i.e. only 1 payment for both reports will be issued.                                           |
| <b>TOTAL</b>             | <b>100%</b>                                                                                                                                                                                                                                                                                                                                                                    |

26.2 As per General Conditions.

### Article 27: Pre-Financing Guarantee

27.2 Not Applicable

### Article 39: Further Additional Clauses

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

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- 39.2 The Provisional Acceptance Certificate of the tasks carried out by the Contractor can only be issued by the Contracting Authority once all tasks have been completed and are to the satisfaction of the Technical Consultant appointed by the Contracting Authority and all relevant documentation has been submitted by the Contractor to the Contracting Authority.
- 39.3 The contractor shall guarantee that works carried out on the paintings as specified in this tender document are adequately maintained for a period of 24 months from issuing of the Provisional Acceptance Certificate. The Contractor shall be responsible for remedying, at his expense, defects and damages during this period as specified in the General Conditions.
- 39.4 Upon elapse of the 24 months defects liability period, the Contracting Authority will issue a Final Acceptance Certificate and, within 45 days from issuing of the Final Acceptance Certificate, will instruct the relevant financial institute to release the retention bank guarantee.
- 39.5 The inception report for the restoration of the two paintings must be submitted within two (2) weeks from the date of the order to start works and it will be reviewed and approved by the Supervisor appointed by the Contracting Authority. Failure to submit the inception report within this timeframe will result in a penalty of €100 per day until submission of the inception report. Timeframes are stipulated in the Terms of Reference.

The respective final report for the restoration of the two paintings (one report for each painting) must be submitted within two (2) weeks from completion of the works on the paintings, to be reviewed and approved by the Supervisor appointed by the Contracting Authority. Failure to submit the respective final report within this timeframe will result in a penalty of €500 per day until submission of the respective draft final report and then for the delay in submitting the final version. Timeframes are stipulated in the Terms of Reference.

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

# Terms Of Reference

### 4.1 – General

#### 4.1.1 *Project Description*

Conservation-restoration works will be carried out on two canvas paintings, painted during the 18<sup>th</sup> century. The artworks depict: (1) Holy Family; and (2) Pietà. Both paintings are currently displayed inside the Church dedicated to the Immaculate Conception, Msida, Malta.

#### **History**

The artefacts earmarked for this conservation-restoration project were executed during the eighteenth century. Probably, both artworks were commissioned specifically for the said Church.

The two paintings consist of oil-based paint applied on a canvas support. Both supports feature a horizontal and linear deformation, indicating the presence of a seam. The canvas is also stretched on an auxiliary frame. The paintings also do not feature a decorative frame as they fit inside a wall recess flanking the main altar of the church.

It is evident that both paintings underwent several past treatments to address (and camouflage) damages and deterioration.

#### **General current state of the paintings**

An overall review of the current condition of the paintings follows:

The paintings are significantly soiled and their varnish has yellowed and darkened. The original paint has cracked and cup-like partial detachments were noted. Retouching and other non-original paint was detected on both paintings. The latter observation indicates that, in all probability, the paintings lost significant original paint in the past. It is also evident that the non-original paint was extended over the remaining original too. Inspection with raking light or tangent light) revealed that several areas have a different texture than the rest. The difference in texture is indicative of extensive filling, possibly indicative of canvas losses hidden beneath the current layers of filler and non-original paint. The past treatments appear to camouflage the presence of tears and punctures, particularly along the paintings' margins. This might also explain why the paintings were lined to an additional canvas support. The current varnish and non-original paint have yellowed and darkened, obscuring the underlying original. Moreover, the canvas support was found loose and deforming with its own weight.

The reverse side of the paintings was not accessible for inspection. Hence, the full extent of the condition of both the canvas support and of their auxiliary frames is still not known. However, it is assumed that the paintings are lined and, in all probability, would require delining and replacing the existent auxiliary frames, especially if the paintings necessitate relining.

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

#### 4.1.2 *Geographical Area to be covered*

The paintings are located in the Church dedicated to the Immaculate Conception, Msida, Malta.

#### 4.1.3 Target Groups

Target groups are restorers-conservators that are qualified in conserving-restoring and treatment of canvas paintings.

## 4.2 - Specific Activities

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

The detailed inception report is to include:

- a historical background;
- past interventions;
- results obtained through scientific analysis;
- the manufacturing technique;
- an in-depth condition assessment for each artefact;
- treatment proposals (indicating the materials to be used - such as consolidants, solvents, etc); and
- related documentation and photographic documentation for each painting.

Such report will have the necessary EU publicity requirements which will be communicated to the Contractor by the Contracting Authority. This report must be approved prior starting conservation and restoration treatment by the Representative appointed by the Contracting Authority who will be in-charge of the project, and is to be modified by the conservator-restorer as many times necessary until it is fully approved by the project representative.

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

The sequence of how all the paintings for this contract are to be worked upon and completed is to be instructed by the Contracting Authority in order to ensure compliance with the Church calendar function requirements. The Contractor is to strictly follow this sequence provided that the completion period for this contract of a maximum of 20 weeks from contract commencement, is respected. A **Programme of Works** (Gantt Chart) is to be provided indicating how the different tasks will be carried out keeping in mind the total duration of a maximum of 20 weeks from commencement of the contract as specified in Article 1.3 of the ITT and Article 18.1 of the Special Conditions.

#### **Method statement**

The conservation-restoration of these artefacts will not be carried out within the Church but shall be treated inside a conservation and restoration laboratory/studio equipped with the necessary equipment and facilities. Every precaution during dismantling, handling and transportation shall be considered to limit risks. Such precautions include, for instance, packing, facing, and other on-site first-aid interventions. Small scaffolding may be utilised to facilitate the removal and handling of the paintings. Once packed, the paintings have to be handled with care, and transported in a vertical position inside a closed vehicle. The sequence of how the paintings will be worked upon and completed will be instructed by the Contracting Authority and carried out within the specified maximum period of 20 weeks from contract commencement.

Prior commencing treatment, the contractor has to provide the Project Manager with a detailed **preliminary report** for each painting. This report shall include a condition assessment and treatment proposal for approval by the project representative. The contractor cannot commence conservation and restoration treatment before receiving approval (in writing) by the project representative. It is necessary to compile a preliminary report for each artwork. The said report shall include:

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- professional documentation in diffused light, raking light, ultraviolet fluorescence, and near-infrared and/or false-colour infra-red.
- Treatment proposals shall clearly specify all the materials and techniques intended for each treatment.
- The report should ideally be based on preliminary investigations and findings from scientific analysis. Scientific analysis - such as stratigraphy of the paint layers; identification of the paintings' constituent materials; identification of non-original materials; and the analysis of degradation processes - are encouraged and could be requested by the project representative. Such analysis is intended to better understand the artwork and its alterations, as well in order to better plan the treatment methodology.

If active insect infestation is detected, the artworks need to be treated by anoxia for at least one-month duration. Moreover, the contractor is expected to inspect the artwork's displaying location within the church for signs of biodeteriogens. Other active biodeterioration may also include mould growth, that would necessitate the retention of the artworks in low relative humidity followed by mechanical removal once the mould dries and becomes dormant. All the necessary measures should be considered by the contractor in order to ensure that the artwork will not be re-subjected to biodeterioration after treatment.

Following approval from the project representative, the contractor shall start by cleaning the surface of artworks to remove soiling, avoiding commercial cleaning products.

Eventually, the contractor must conduct small (but representative) preliminary tests on each artwork to remove yellowed varnish and non-original paint such as old retouching or overpaint. The contractor shall only make use of materials and methods that have been tested and approved in conservation literature by authoritative authors and institutions. Treatments should be tailor-made to the artworks' specific needs.

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

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

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

Tests - such as aqueous and non-aqueous treatments - must be carried out. Such preliminary test is necessary to establish the most appropriate treatment and materials for delimiting (that may include the removal of patches). The proposed treatment shall then be discussed and approved by the project representative.

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

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

Canvas lacunae must be inlaid with stable textile materials - such as linen. The inlay shall fit precisely within the loss and follow the original weave orientation.

Paint lacunae shall be filled with an inert material approved for conservation-restoration, using known materials that facilitate reversibility and re-treatability.

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

Tears and punctures can be re-adhered with local application of adhesive, tread-by-tread treatment, and/or patches. Patches shall be carried out using the thinnest and most stable material possible that could keep the tears from re-opening whilst keeping the painting taut.

If, following delining, it is observed that the original canvas support is still flexible and in an overall good condition, strip-lining may be considered, using frayed linen or polyester strips adhered to the paintings' margins using a reversible adhesive approved for conservation.

Relining can be considered to address weakness of the original canvas support - such as for oxidised, fragile textile supports - and/or to address significant tears and deformations. The lining canvas shall consist either of 100% linen or 100% polyester that is specifically manufactured and supplied for the lining of paintings. The lining adhesive should be approved for conservation and provide sufficient structural support to the original fabric of the artworks. Moreover, the lining adhesive shall be easily reversed without posing risks to the artwork. It should be ensured that the lining canvas is sufficiently and evenly adhered to the original support without manifesting deformations.

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

- (a) Tulip Wood featuring bevelled members, sufficient crossbars, and stainless-steel expandable bolts or
- (b) aluminium stretcher frame featuring a spring system and designed specifically for canvas paintings.

Retouching need to be carried out following conservation ethics. Paint lacunae shall be retouched by matching the hues and tonalities of the original. A flat neutral tone may be considered in case of significant paint losses. The conservator-restorer must not act like an artist and integrate the paint lacunae in solid colour using a wide brush. Instead, all retouching must be applied either in fine dots (referred to as *puntini*) or in fine hatching (referred to as *tratteggio*, *tratteggio spezzato*, *astrazione cromatica* or *selezione cromatica*). Retouching in fine dots or hatching is carried out on purpose to let viewers aesthetically distinguish the retouched areas (from the original) when viewed at a very close distance (typically less than one meter away from the artwork). Reconstructions are highly discouraged. Retouching paint can either consist of artists-grade watercolour and/or varnish-based paint approved for conservation and restoration interventions. Paint losses should not be retouched with oil, tempera, or acrylic paints. Lacunae of gilt areas might be reintegrated using mica-based gold-imitating acrylic paint or metal leaf gilding. The contractor shall contact the project representative during the earliest stages of the retouching process and seek the representative's approval before continuing. The project representative deserves the right of refusing retouching applied in solid colour or if executed imprecisely in uneven dots or broad lines that remain clearly noticeable from 0.5 to 1 meters away from the artwork. The extent of retouching will be discussed and the minimal possible extent will be approved in order to present the authentic, original quality of the artwork. Repainting and visual alterations to the original - referred to as over-painting - will not be accepted and the contractor will be ordered to remove and amend the works until reaching a result that is deemed satisfactory by the project representative.

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The application of a backing material will be favourable in order to limit dust deposit on the paintings' reverse. Backing might consist of non-woven polyester or a densely-woven polyester or linen canvas. The backing should only be attached to the reverse side of the paintings' auxiliary frame in a reversible manner to facilitate future inspections (such as with the use of Velcro strips) and to ensure that the backing will be kept distanced from the canvas support of the painting.

Following the conservation-restoration treatments, all the artefacts are to be installed into their original position. The paintings will have to be secured in their place using reversible pins made of stainless-steel or clear acrylic, making sure not to risk damaging the artworks' paint layer.

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

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

### 4.3 - Project Management

#### 4.3.1 *Responsible Body*

The Contracting Authority responsible for managing this contract is the *Fondazzjoni għall-Patrimonju Kulturali ta' l-Arcidiocesi ta' Malta*.

#### 4.3.2 *Management Structure*

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

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

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

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

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

## **5. Logistics and Timing**

### **5.1 – Location**

The two paintings are located inside the Church dedicated to the Immaculate Conception, Msida, Malta.

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

Article 18.1 of the Special Conditions will determine the actual commencement date and period of execution. The sequence of how the paintings will be worked upon and completed will be instructed by the Contracting Authority and carried out within the specified maximum period of 20 weeks from contract commencement.

## **6. Requirements**

### **6.1 – Personnel**

#### **6.1.1 Other Experts**

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

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

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

#### **6.1.2 Support Staff and Backstopping**

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

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

### **6.2 – Accommodation**

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

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

Site meetings may be held as and when required.

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

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

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

### 6.4 - Equipment

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

## 7. Reports

### 7.1 - Reporting Requirements

The Contractor must submit detailed reports for each artefact listed in this contract as follows:

The inception report on each artefact must contain all the following information:

- a historical background;
- past interventions;
- results obtained through scientific analysis;
- the manufacturing technique;
- an in-depth condition assessment for each artefact;
- treatment proposals (indicating the materials to be used - such as consolidants, solvents, etc); and
- related documentation and photographic documentation for each painting.

This is to be followed by a detailed treatment proposal indicating the treatment methodology and full list of materials intended to be used during treatment. The draft inception report must be submitted within two (2) weeks from the order to start works for the approval of the supervisor. The Contractor will be obliged to carry out revisions that may be deemed necessary by the supervisor engaged by the Contracting Authority. Revised version/s of the inception report must be submitted within 7 calendar days from receipt of the feedback from the supervisor engaged by the Contracting Authority. Delays in submitting the inception report within the stipulated timeframe will result in delay penalties as stipulated in the Special Conditions of the Contract.

Upon completion of the tasks assigned for this contract, the Contractor shall submit a final report for each painting providing all necessary information on the:

- historical background;
- scientific analysis results;
- detailed description of each painting's manufacturing technique;
- an in-depth state of conservation;
- treatment proposals indicating the treatment methodology and materials for each painting as explained in Section 4.2 of the Specific Activities.
- Preventive conservation measures needed to preserve the artworks after treatment.

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The respective draft final report must be submitted within two (2) weeks from completion of the restoration works on the paintings. The Contractor will be obliged to carry out revisions that may be deemed necessary by the supervisor engaged by the Contracting Authority. Revised version/s of the respective final report must be submitted within 7 calendar days from receipt of the feedback from the supervisor engaged by the Contracting Authority. Delays in submitting the respective final report within the stipulated timeframe will result in delay penalties as stipulated in the Special Conditions of the Contract.

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

### **7.2 - Submission & approval of inception and final reports**

All reports are to be submitted to the Contracting Authority accompanied by the necessary supporting non-invasive scientific results and documentation which provides evidence of the conservation-restoration work conducted as assigned in this contract. The reports must be written in English. The Contracting Authority is responsible for approving the inception and final reports.

## **SECTION 5 - SUPPLEMENTARY DOCUMENTATION**

### ***5.1 - Draft Contract Form***

### ***5.2 - Glossary***

### ***5.3 - Specimen Performance Guarantee***

### ***5.4 - Specimen Retention Guarantee***

### ***5.5 - General Conditions of Contract***

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

It is hereby construed that the tenderers have availed themselves of these general conditions, and have read and accepted in full and without reservation the conditions outlined therein, and are therefore waiving any standard terms and conditions which they may have.

These general conditions will form an integral part of the contract that will be signed with the successful tenderer/s.