

6<sup>th</sup> November, 2009

## NEWS UPDATE 03

### CLARIFICATIONS

Please find below (1) 'Site Familiarisation Visit' minutes and (2) Replies to requests for clarifications forwarded to the Contest Secretariat. This letter is construed to form an integral part of the tender document. All other terms and conditions in the tender document remain unchanged.

#### **1. Minutes of 'Site Familiarisation Visit'**

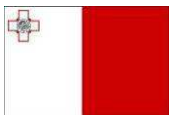
##### **1.1 Attendance:**

Prospective participants/representatives thereof, present:

- Anthony Gatt & Justin Spiteri
- Chris Briffa Architects
- Demicoli and Associates
- Design and Technical Resources Ltd
- Joseph Bondin and Associates
- Mangion & Mangion
- Mannie Galea & Associates
- TBA Periti
- Ivan Coleiro

HM officials present:

- Kenneth Gambin (Project Leader) - KG
- David Zahra (Project Manager) - DZ
- Daphne Caruana (Curator) - DC

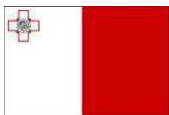


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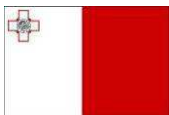
## 1.2 Site familiarisation visit:

- At 9.15am all concerned gathered in the meeting point at the car park outside the Ggantija Heritage Park.
- DZ introduced the general objectives of the 'Archaeological Heritage Conservation Project' project and focused in particular on the planned works at the Ggantija Heritage Park – the subject of the contest. The process of the contest was also briefly explained.
- DZ also explained that any question and queries shall be replied to 'informally' during the visit (when possible). Nonetheless, participants are to send their queries/clarifications in writing and the 'formal' reply is then binding. Such replies will be uploaded on the website and emailed to the participants.
- DZ also informed all present that an updated survey will be sent shortly to all prospective participants to include spot levels in the road leading from the existing temporary visitor centre to the entrance, as well as, in the car park area.
- The group then walked to the site earmarked for the building of the Interpretation Centre where the relationship with the Temple and the surrounding context was explained – the basis of the masterplan.
- The group then walked back to current entrance to the Ggantija Heritage Park, whereby a tour, as experienced by visitors presently, of the Temples, was given to all those present. KG explained the current projects being undertaken at the Ggantija Heritage Park, as part of the Vodafone Foundation project (monitoring station, interactive DVD, CCTV cameras, walkway), which complement the ERDF funded part of the project.
- The participants were guided into the fields in the area between the Temple and the Interpretation Centre, earmarked for the construction of the pathway. Participants were left to roam the surroundings at leisure. After about twenty minutes all gathered near the Temple to proceed out of the site towards the parking area whereby the "Exit Point" was discussed.
- At this point one of the participants requested to view the Xaghra Stone Circle. Event though no works shall be (physically) executed on the site, as part of the ERDF funded project, nonetheless, the Interpretation Centre shall also as an



orientation point for the cultural sites in Xaghra which includes the Stone Circle. Therefore, the group moved on to the Stone Circle and after a short walk-around the site the meeting was concluded around 11.15am.

- A site clarification meeting is scheduled for the 13<sup>th</sup> November. Details to be posted online at a later stage.



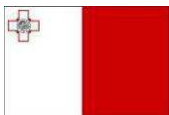
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## 2. Replies to Requests for Clarifications

### 2.1 Questions/Clarification raised during site familiarisation visit:

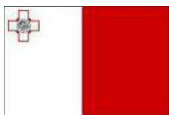
- Q1. Can the rooms adjacent to the Interpretation Centre site be demolished?  
A1. No, all interventions have to be confined within the present fence. An updated survey shall be provided clearly indicating the extents of the site.
- Q2. Is the traffic junction in front of the proposed site to be taken into consideration for the design of the area?  
A2. Yes, it has to be considered as an integral part of the masterplan. A parking bay for coaches, for unloading of visitors, has also to be included.
- Q3. How many coaches can arrive at Ggantija at one go?  
A3. Presently these may amount to a maximum of **four**. Nonetheless, the coach parking bay, next to the Interpretation Centre, will only be necessary for unloading passengers since the coaches shall proceed to the car park, near the proposed 'Exit Point', for parking. Hence, the size of the temporary parking bay does not need to cater for four coaches contemporaneously. Nonetheless, such a decision shall be taken with MEPA and the ADT during the full development application phase. For the purposes of the Design Contest, a temporary unloading parking bay for **one** or **two** coaches is required.
- Q4. Can all trees in the Interpretation Centre site be removed?  
A4. No. The regular process of applying for such interventions to MEPA has to be undertaken. Nonetheless, the perseveration/conservation of the existing vegetation is recommended, especially those species protected by law.
- Q5. Are there any preferred options for the landscaping of the tarmac area?  
A5. We are open to all possibilities and do not exclude any solution. It is calculated that there is a modern fill of around 50-100cm deep under the existing tarmac level. Nonetheless, the area still has to be considered as archaeologically sensitive. The proposal has to be compliant with the parameters specified in the **Design Contest Brief** and include service/emergency vehicle circulation in the area.
- Q6. In the case of an event hosting around 1,000 persons being held in the currently tarmac area, can the proposed 'Exit Point' become the entrance?  
A6. Yes, the Exit Point has to be designed taking such instances into account.



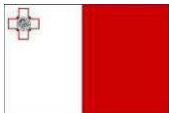
- Q7. Do the fields have to be considered as archaeologically sensitive?  
A7. Yes. All the area within the Ggantija Heritage Park is deemed to be archeologically sensitive. An archaeologist shall be contracted throughout the duration of the works to monitor all operations.
- Q8. To which rubble walls does the project refer to?  
A8. The project includes the restoration of 200m of rubble wall. These shall be located in the fields between the Interpretation Centre and the Temples, earmarked for the construction of the pathway.
- Q9. Can the area between the Interpretation Centre and the Temple be considered as a public park (with free access)?  
A9. No final decision/policy has been made in this respect. Nonetheless, if such a proposal is be entertained, the logistics of managing such a scenario needs to be addressed/ presented.
- Q10. Is the child activity area (external) to be designed as part of the Design Contest?  
A10. No. A detailed design of the area is not required at this stage. However, the area has to be an integral part of the masterplan.
- Q11. Can more information be provided with respect to the content of the permanent exhibition in the Interpretation Centre?  
A11. Even though the exhibition is being referred to as a 'permanent', Heritage Malta continuously develops its exhibitions based on 'new' research developments, acquisitions, archaeological excavations, etc. Hence, a versatile exhibition space is required, as per parameters specified in the **Design Contest Brief**.

## 2.2 Questions/Clarification sent to Contest Secretariat:

- Q12. Is an extension to the given deadline possible?  
A12. Due to the funding agreement, the project is bound by certain (tight) timeframes and parameters. Hence, an extension is not possible. However, the **Draft Contract** allows for further development/revisions to the wining scheme.
- Q13. The **Design Contest Brief** talks about the Consultant Architect and the Team Leader ('Key Expert' with full responsibility), whereas the proposed contract talks only about the Consultant Architect. This may create a problem. Should it not be



- the Consultant Architect who will be responsible for the project, while the 'Key Expert' be responsible for his expertise in the proposal?
- A13. The 'key expert' is the team leader who shall be the person directly responsible for the project. However the 'key expert' or team leader can be representing a company/consortium/architectural firm/etc.
- Q14. With reference to page 29 of the **Design Contest Brief** - Can there be more than one Key Expert so as to address the different specialisations required?
- A14. There shall be only one 'key expert', i.e., the team leader who shall fulfil the stipulated criteria. However, it is understood that the 'key expert' needs to lead a team of professional, which however are not a selection criteria.
- Q15. On page 29 of the **Design Contest Brief** - 'Key Expert' definition - "Experienced in architectural and/or archaeological site conservation and have a general sensibility and/or knowledge towards heritage related issues, including architectural and preventive conservation aspects." Can you please explain further?
- A15. The Jury has to be in a position to ensure that the 'key expert', contracted for the job, is familiar in implementing/executing projects in similar scenarios, which necessitate a particular sensitive approach which is different to a general architectural project.
- Q16. On page 29 of the **Design Contest Brief** - 'Key Expert' definition - "Experience should consist of leading a team of experts in similar projects in not less than one project of the same scale in the past three years". Can you please explain further?
- A16. The Jury has to be confident, when selecting the 'key expert', that he/she is capable of undertaking successfully the project from inception to completion. This can be assured if the portfolio includes at least one project, of the same scale, in the past three years.
- Q17. On page 30 of the **Design Contest Brief** - Quality Control Certification - "Certificates drawn up by official quality control institutes & agencies of recognised competence, if and as applicable. What is meant by this quality control?
- A17. This implies that the 'key expert' and the company/consortium/architectural firm/etc., he represents have all the necessary licences/documentation/permits etc., to operate.



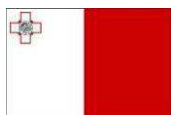
Q18. It is not clear if we need to sign the contract **at submission stage** (only Annexes are mentioned). Can we sign this contract after the eventual winning declaration, giving us a possibility to re-negotiate this contract agreement?

A18. The contract cannot be negotiated; however at submission stage the relevant annexes, which shall eventually form part of the contract dossier, need to be compiled/signed and submitted as specified in **Section 6.1.12 – Submission of Entries** (page 39). Failure of submission of annexes/documentation will result in the submission being considered ‘administratively non-compliant’ and hence disqualified.

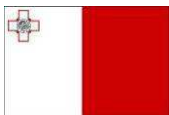
Q19. On page 8 of the **Draft Contract – Service Contract - Article 7 - Payments -** According to the payment schedule, after a year in the project, the contact architect/archliberal firm is still effectively without payment. Can this be amended?

A19. Payment schedule **revised** as stipulated below:

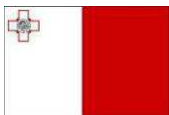
20%	Upon submission of MEPA application ( <b>December 2009</b> )
25%	Upon finalisation of Specifications and Bills of Quantities for Tender Publication (not later than <b>end June 2010</b> )
10%	On commencement of construction works on site (not later than <b>end June 2011</b> )
10%	On <b>approval</b> of issued Interim Payment Certificates (not later than <b>end September 2011</b> )
10%	On <b>approval</b> of issued Interim Payment Certificates (not later than <b>end June 2012</b> )
10%	On <b>approval</b> of issued Interim Payment Certificates (not later than <b>end December 2012</b> )
20%	On <b>approval</b> of Final Handing Over Certificate



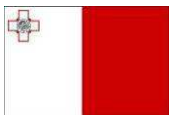
- Q20. On page 9 of the **Draft Contract - Service Contract - Article 12 - Other specific conditions applying to the contract** referring to **Article 13** - Is the contractor (i.e. the architect) going to be held liable for any cost overruns? Does this apply to estimates carried presented by the architect/architectural firm before the preparation of the detail drawings and/or BOQs?
- A20. The clause refers to 'defaults, errors and miscalculations'.
- Q21. On page 15 of the **Draft Contract – ANNEX I: GENERAL CONDITIONS FOR SERVICE CONTRACTS - Article 7 General obligations – Sub-Article 7.1** - Is the contractor (i.e. architect) to assume that he has to abide by all the local Laws and regulations except those of Tariff K Code of Civil procedure governing fees payable to architects?
- A21. The Contract is a lump sum contract.
- Q22. On page 24 of the Draft Contract - **ANNEX I: GENERAL CONDITIONS FOR SERVICE CONTRACTS - Article 18 Trainees** – Does the contract imply that we are to (intern) trainees during the project?
- A22. The text in **Article 18 Trainees** states that “**18.1** If required in the terms of reference ...” Since no such reference is made in the **Terms of Reference**, trainees are not envisaged in this contract.
- Q23. On page 33 of the Draft Contract - **ANNEX I: GENERAL CONDITIONS FOR SERVICE CONTRACTS - Article 30 Revision of prices** - This point does not leave much to be changed when it comes to revision of the fee rates. Is there a mechanism for 'Variations'?
- A23. With respect to any eventual 'variations', please refer to **ANNEX I: GENERAL CONDITIONS FOR SERVICE CONTRACTS - Article 20 Amendment of the contract** (page 26).
- Q24. On page 41 of the Draft Contract – **ANNEX II: TERMS OF REFERENCE – 3.0 ASSUMPTIONS & RISKS - Article 3.1 Assumptions**. With respect to the modification of designs on encountering archaeological remains, is it possible to remove such an 'assumption' from the scope of work?
- A24. Such projects, on such archaeological/cultural sensitive sites, have an inherent degree of unforeseen. Nonetheless, a contract for '**Archaeological Investigations and Monitoring**' is awarded and works shall soon commence on site, so as to enable informed decisions and minimise the necessity for revisions during implementation.



- Q25. On page 43 of the **Draft Contract - ANNEX II: TERMS OF REFERENCE – 4.0 SCOPE OF THE WORK - Article 4.2 Specific activities (3)**. Will the contractor (i.e. architect) have to pay for the services of other consultants that may be requested, ex. MEPA for the production of an EIA, or will these be paid for by Heritage Malta?
- A25. An EIA is not envisaged. Nonetheless, several specialised studies are already underway and are an integral part of the ‘Archaeological Heritage Conservation project’, to enable an informed decision. However, if further specialised studies are required/ requested, and which are not included as part of **ANNEX II: TERMS OF REFERENCE**, the relevant costs shall be borne by Heritage Malta.
- Q26. On page 43 of the **Draft Contract - ANNEX II: TERMS OF REFERENCE – 4.0 SCOPE OF THE WORK - Article 4.2 Specific activities (4)**. Does the contract sum (€100,000) have to include for the M&E consultancy services, drawings and specifications? Will the M&E consultants be appointed separately by Heritage Malta?
- A26. With respect to M&E consultancy services, drawings and specifications, as specified in **ANNEX II: TERMS OF REFERENCE – 4.0 SCOPE OF THE WORK - Article 4.2 Specific activities**, item **(4)**, the contract shall include for the:  
“preparation of working/detail drawings, Specifications and Bills of Quantities to form the basis of the Tender Package. This shall include the structural detailing; relevant infrastructure - M&E services, foul water, ICT backbone, security systems; renewable energy systems; etc.”
- Q27. On page 43 of the Draft Contract - **ANNEX II: TERMS OF REFERENCE – 4.0 SCOPE OF THE WORK - Article 4.2 Specific activities (6)**. With respect to on-site supervision is typically a once a week site visit. Is the contract suggesting daily site supervision?
- A27. The contracted architect/architectural firm has to provide the necessary site supervision to fulfil the duties of the ‘Perit’ (as stated in the Laws of Malta) and ensure that the building is being constructed as per specifications and agreed schedules.
- Q28. On page 45 of the Draft Contract - **ANNEX II: TERMS OF REFERENCE - 6.0 REQUIREMENTS - 6.1 Personnel - 6.1.1 Other experts**. With respect to ‘Foreign consultants’, selected by the ‘key expert’, as part of his/her design team, who is responsible for paying the travelling/lodging expenses should these experts be required?

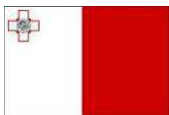


- A28. The contacted architect/architectural firm shall select its own support staff to enable the successful completion/implementation of the project. Any related costs/expenses are part of the contract as specified in **Annex II: Terms of Reference**.
- Q29. On page 45 of the Draft Contract - **ANNEX II: TERMS OF REFERENCE - 6.0 REQUIREMENTS - 6.1 Personnel - 6.1.2 Support staff & backstopping**. Is the cost for any archaeological/geological testing part for this Contract?
- A29. No. Such specialised testing operations, when necessary, shall be borne by Heritage Malta. Hence, please note revision to **ANNEX II: TERMS OF REFERENCE - 6.0 REQUIREMENTS - 6.1 Personnel - 6.1.2 - Support staff & backstopping**:
- Secretarial/administrative roles as well as on-site assistants, testing equipment, data gathering campaigns, etc., required for the completion of the Structural Assessment Report, as specified in this Terms of Reference, are considered part of the contract's global price.
- The revised clause:
- Secretarial/administrative roles as well as on-site assistants, etc., required for the completion of the project, as specified in this Terms of Reference, are considered part of the contract's global price.
- Q30. On page 46 of the Draft Contract - **ANNEX II: TERMS OF REFERENCE - 6.0 REQUIREMENTS - 6.3 Office accommodation**. With respect to printing, since the fact that the contract calls for 'free' and unlimited revisions, can this plotting cost be covered by Heritage Malta?
- A30. These expenses are part of the contract as specified in **ANNEX II: TERMS OF REFERENCE**.
- Q31. On page 46 of the **Draft Contract - ANNEX II: TERMS OF REFERENCE - 6.0 REQUIREMENTS - 6.4 Facilities to be provided by the Consultant Architect**. Can we have travelling/lodging to/from Gozo/Malta expenses covered by the Heritage Malta?
- A31. These expenses are part of the contract as specified in **ANNEX II: TERMS OF REFERENCE**.
- Q32. On page 48 of the **Draft Contract – ANNEX III: ORGANISATION AND METHODOLOGY – 3. Timetable of Activities**. These are usually prepared and updated by the Project Manager and not the Architect. Please clarify?



- A32. The **Gantt Chart** requested in the **Timetable of Activities**, as part of the **Annex III - Organisation and Methodology** is with respect to the activities of the selected architect to fulfil the activities as stipulated in **ANNEX II: TERMS OF REFERENCE**.
- Q33. On page 63 of the Draft Contract – **STATEMENT OF EXCLUSIVITY AND AVAILABILITY** - Does this imply that the contractor (i.e. architect) cannot take on any other jobs for third parties during the 3 years of the project?
- A33. The selected/contracted architect/architectural firm **can** take on other projects in the meantime. However, the 'Key Expert' has to respect the terms stipulated in the statement of 'Exclusivity and Availability', i.e. does not compromise his performance/obligations on the project due to other commitments.

Contestants are urged to regularly access the 'news' section in [www.heritagemalta.org/erdf032](http://www.heritagemalta.org/erdf032) for further updates, clarifications, information, etc.



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