

12th November, 2009

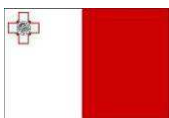
NEWS UPDATE 05

CLARIFICATIONS

Replies to Requests for Clarifications [2]

Please find below further 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.

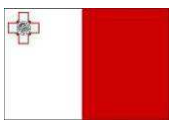
- Q34. At what stage will envelope (1) i.e. the one containing the documents as specified in (4) of section 06.1.7 be opened? Will it be opened after the final decision by the jury be published or at an earlier stage?
- A34. As specified in section **06.1.13 Processing of Contest Entries**, the Professional and Technical Advisor, will process the Contest entries. He will check for 'administrative compliance', i.e., the contents of Envelope 1. Any non-compliant entries will be automatically disqualified and their entry will not be forwarded to the Jury. The Jury, will however, not be informed of the details of the contestants prior to the final decision.
- Q35. Are we allowed to submit video clip as part of our presentation. We consider this useful since a number of features are base on movement
- A35. The jury will only review those elements that are requested in the Design Contest Brief.
- Q36. As the site is 990sq.m and the internal area is 400sq.m does that mean that an external column/ porch can be constructed beyond the 400sq.m?
- A36. That decision is purely a design issue.
- Q37. Also regarding the 4.5m maximum height ratio does a railing have to conform to this?
- A37. No access can be provided to the roof of the Interpretation Centre. Any other roof structures (ex: screens for services) have to conform to the parameters stipulated in the brief (ex: not visible from temples, etc.), as well as, relevant local regulations/policies/etc.



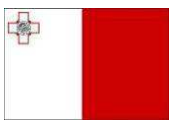
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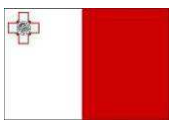
- Q38. As explained in the last set of clarification notes, the actual process of preparing the site for construction shall fall outside the scope of works of the project. This forms part of another tender. Are we to assume that the breaking up and carting away of asphalt around the temples, at the lower end of the proposed footpath, shall be undertaken by Heritage Malta. In short, the expense of removing the asphalt shall not be part of the budget allocated for this project.
- A38. The implementation of the proposed scheme (other tenders) shall be executed as part of the ERDF €2.5million project.
- Q39. Likewise, the removal of topsoil and site preparation of the footpath.
- A39. The implementation of the proposed scheme (other tenders) shall be executed as part of the ERDF €2.5million project.
- Q40. The area earmarked as children play area is referred to as “external”. Does this mean that we are not to include it in the scheme, or could part of the footpath spill over onto this area?
- A40. The design of the area is not part of the Design Contest Brief.
- Q41. Is it possible to know the official direction of flow around the monument? Can it be altered?
- A41. The flow of visitors in/around the Ggantija Temples is, and shall remain, as existing on site as explained during the ‘Site Familiarisation Visit’. This cannot be altered.
- Q42. What is the amount of fill beneath the esplanade (tarmac area above the monument)? What is the maximum excavation allowable?
- A42. Information included in **News Update 03 - A5**. With reference to section **04.3.6 Functional Brief** – “(7) No rock cutting is permitted”.
- Q43. (Tarmac Area) Is it allowable for this area to go higher?
- A43. One of the aims of the design, as explained in the Brief, is “... to ensure the preservation of the site and the reinstatement of the archaeological landscape.”
- Q44. Will the **Audiovisual experience**, part of the Interpretation Centre be offered as part of the payment regime to visit the Temples or will it be for free and accessible to the General Public?
- A44. This will be part of the experience of paying visitors. However, it can also double up as an evening lecturing venue, conference room, etc.



- Q45. Does the turnstile for access to the Temples need to be designed with protection against the elements in mind (hence covered or enclosed) or can it be the weatherproof type?
- A45. The entry turnstiles will be located in the Interpretation Centre. The turnstiles in the 'Exit Point' should provide a degree of protection against adverse weather conditions.
- Q46. If we have experience of similar projects (overseas) and would seek to undertake the project with a local executive, registered architect does he also need to have the same specific experience of similar projects and heritage related issues as we have?
- A46. The person presented as the 'key expert' has to satisfy the criteria as specified in the **Design Contest Brief - Section 05.7 Eligibility**
- Q47. The prize or fee is presumably for the architect and 'Perit' only and does not fund the rest of the design team- engineer, landscape architect, services engineer etc?
- A47. The lump sum contract has to cover all the expenses/professionals to enable the fulfilment of the tasks as specified in **Draft Contract - ANNEX II: TERMS OF REFERENCE – 4.0 SCOPE OF THE WORK - Article 4.2 Specific activities.**
- Q48. Is the lump sum contract inclusive of expenses?
- A48. Information included in **News Update 03 – A28 and A31.**
- Q49. Would we appoint the rest of the design team?
- A49. The 'key expert' has to form a design team to enable the fulfilment of the tasks as specified in **Draft Contract - ANNEX II: TERMS OF REFERENCE – 4.0 SCOPE OF THE WORK - Article 4.2 Specific activities.**
- Q50. On page 21 of the **Draft Contract - ANNEX I: GENERAL CONDITIONS FOR SERVICE CONTRACTS - Article 14 Intellectual and industrial property rights-** What if we design a modular system which can then be re-used in another application? Does this mean that Heritage Malta could adopt our designs to another project and we have no claim whatsoever on our work?
- A50. As specified in **Article 14 Intellectual and industrial property rights** a modular design falls within the definition provided in clause **14.1** "... materials acquired, compiled or prepared by the Contractor in the performance of the contract shall be the absolute property of the Contracting Authority." Thus such can be used by contracting authority in the future as per clause **14.3.**



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



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